



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, DECEMBER 2, 2025

**COLLEYVILLE PUBLIC LIBRARY
MAKER'S SPACE RIBBON CUTTING
110 MAIN STREET - COLLEYVILLE
5:00 P.M.**

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

CALL TO ORDER

- WS-1** Discussion of a location for a second digital events sign
- WS-2** Discussion of legal counsel rate increase
- WS-3** Discussion of the December 2, 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 Josh Anderson, Colleyville Presbyterian**PLEDGE OF ALLEGIANCE: City Attorney****2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5098****3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Presentation by Director Rich Anderson, International Code Council, Inc. recognizing City Inspector Richard Clark

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5099

- 4a** Approval of the minutes of the City Council meeting of November 18, 2025
- 4b** Approval of a three-year Municipal and County Government Enterprise License Agreement (ELA), between the City of Colleyville and the Environmental Systems Research Institute, Inc. (Esri), for Citywide ArcGIS services, in an amount not to exceed \$90,600, and authorizing the City Manager to execute the agreement
- 4c** Approval of a construction contract with Canary Construction, Inc. for emergency drainage culvert repairs, in an amount not to exceed \$86,670, a contingency amount not to exceed \$9,000, and authorizing the City Manager to execute the contract
- 4d** Approval to purchase a replacement vacuum street sweeper from Closner Equipment Co., Inc., through the Sourcewell Purchasing Program in an amount not to exceed \$349,135, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the contract
- 4e** 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
- 4f** Approval of a Professional Services Agreement with Westra Consultants, in an amount not to exceed \$60,000, for the design of the Drinking Water Risk and Resilience Assessment Update, and authorizing the City Manager to execute the agreement
- 4g** Nominating George Dodson to fill the Tarrant Appraisal District Board of Directors vacancy for a term to December 31, 2027

- 4h** Changing the dates of several regularly scheduled 2026 City Council Meetings to accommodate holidays when the City is closed, GCISD Spring Break, National Night Out, and Election Day

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

5a Ordinance O-25-2356

Consideration of a Special Use Permit for an Accessory Building for Lot 3, Block 1, Beldon Hollow, located at 4905 Beldon Trail, Case ZC25-029

6. CITIZEN COMMENTS

7. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, DECEMBER 2, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5100

8. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, November 26, 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 12/2/2025

Type Worksession

Department City Manager

Title

Discussion of a location for a second digital events sign

Explanation

This item provides for discussion of a location for a second digital events sign.

Attachments

1. Digital Sign Presentation

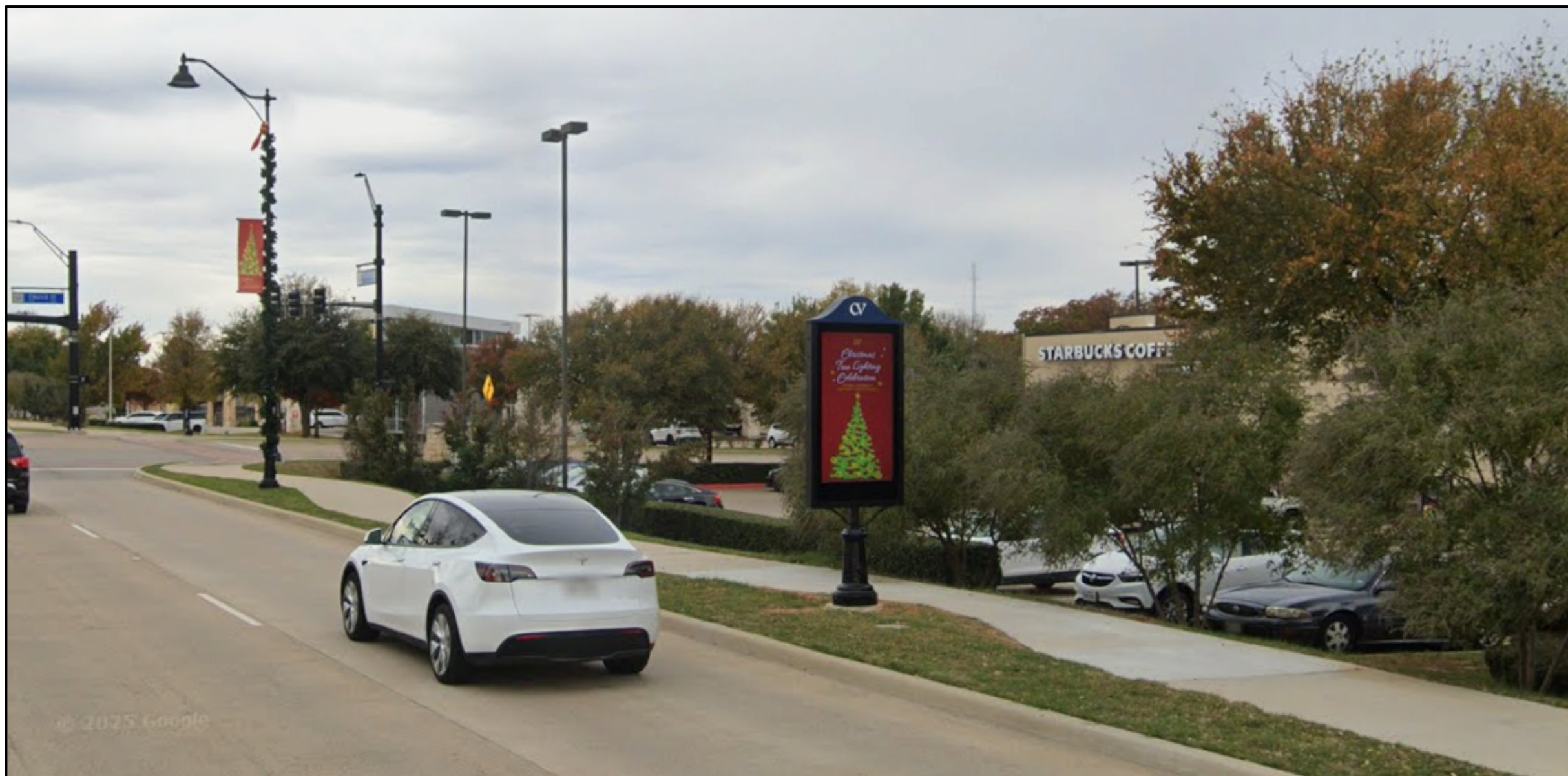


Digital Sign – Second Location

December 2, 2025



Digital Event Sign #1 – SH26 & Church St.



Digital Event Sign #2



- FY2026 CIP budget of \$100,000
- Estimate for sign #2 is \$46k
 - Cost to connect to electricity is separate/additional
- Option 1 – SH26 & Glade (southeast corner)
 - Electricity - \$8,500 est.
- Option 2 – SH26 & Church (southeast corner)
 - Electricity - \$14,000 est.

Digital Event Sign #2 – Option 1



Digital Event Sign #2 – Option 2



Direction Needed: Location preference?

- Option 1 – SH26 & Glade (southeast corner)
- Option 2 – SH26 & Church (southeast corner)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 12/2/2025

Type Worksession

Department City Manager

Title

Discussion of legal counsel rate increase

Explanation

This item provides for advising the City Council of an upcoming increase in City Attorney fees and services.

Attachments

1. Letter of rate increase



November 19, 2025

Via Email to jducay@colleyville.com

Jerry Ducay, City Manager

RE: Rate Adjustment for FY26

Dear Jerry,

Thank you for the opportunity to serve the City of Colleyville over the years. We truly value your trust and the successes we've accomplished together.

As you know, costs for employers in North Texas have increased significantly, including a 20.1% rise in the Consumer Price Index for DFW over the past four years alone. To maintain the quality, responsiveness, and expertise you expect, we are updating our firm's fee schedule.

Effective December 1, 2025, our firm's hourly rates will be \$240 for attorneys, \$195 for prosecutors, and \$120 for legal support staff.¹ This adjustment will ensure we can maintain the resources and service excellence you deserve. This is only our second rate adjustment since WHF's partnership with the City began, which underscores our commitment to stability and long-term value for the City.

We remain dedicated to supporting the City's legal needs and are confident that our rates continue to be competitive within the market. If you have any questions about the new rates or would like to discuss further, please do not hesitate to reach out.

Thank you again for your understanding and continued partnership.

Best regards,

Whitt Wyatt
Managing Member – Legal Services

Wyatt Hamilton Findlay PLLC

cc: Mayor Bobby Lindamood (via email to blindamood@colleyville.com)

¹ Our current rates are \$225, \$185, and \$110, respectively.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 12/2/2025

Type Worksession

Department City Secretary

Title

Discussion of the December 2, 2025, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 12/2/2025

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

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RESOLUTION R-25-5098

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF DECEMBER 2, 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 2ND DAY OF DECEMBER 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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 3

Agenda Date 12/2/2025

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Presentation by Director Rich Anderson, International Code Council, Inc. recognizing City Inspector Richard Clark

RESOLUTION R-25-5099

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 2, 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 November 18, 2025
 - b. Approval of a three-year Municipal and County Government Enterprise License Agreement (ELA), between the City of Colleyville and the Environmental Systems Research Institute, Inc. (Esri), for Citywide ArcGIS services, in an amount not to exceed \$90,600, and authorizing the City Manager to execute the agreement
 - c. Approval of a construction contract with Canary Construction, Inc. for emergency drainage culvert repairs, in an amount not to exceed \$86,670, a contingency amount not to exceed \$9,000, and authorizing the City Manager to execute the contract
 - d. Approval to purchase a replacement vacuum street sweeper from Closner Equipment Co., Inc., through the Sourcewell Purchasing Program in an amount not to exceed \$349,135, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the contract
 - e. 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
 - f. Approval of a Professional Services Agreement with Westra Consultants, in an amount not to exceed \$60,000, for the design of the Drinking Water Risk and Resilience Assessment Update, and authorizing the City Manager to execute the agreement
 - g. Nominating George Dodson to fill the Tarrant Appraisal District Board of Directors vacancy for a term to December 31, 2027

- h. Changing the dates of several regularly scheduled 2026 City Council Meetings to accommodate holidays when the City is closed, GCISD Spring Break, National Night Out, and Election Day

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 2ND DAY OF DECEMBER 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



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, NOVEMBER 18, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, November 18, 2025, at 5:30 p.m.

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

ALSO PRESENT: Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, Capital Projects Program Manager Elijah Dorminy, City Attorney Sarah Ross, and City Secretary Christine Loven.

WS-1 Discussion of potential date changes for regularly scheduled 2026 City Council Meetings

City Secretary presented the 2026 City Council Meeting Calendar, and holidays and events which potentially effect the regular dates. City Council directed staff to bring a resolution forward with the date changes as discussed.

WS-2 Discussion of the November 18, 2025, City Council regular agenda items

There was no discussion of this item and Mayor Lindamood adjourned the Worksession at 5:37 p.m. and called the Executive Session to order.

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

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

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is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:49 p.m.

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

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

INVOCATION: Reverend Mike Dawson, First United Methodist Colleyville
PLEDGE OF ALLEGIANCE: City Attorney

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5095

Mayor Lindamood read Resolution R-25-5095 in its entirety.

Assistant City Manager Mark Wood stated approval of the resolution will approve the City accepting a Letter of Intent (LOI) from Hunington Properties to purchase the City-owned six acres at Acuff and Colleyville Boulevard. Manager Wood noted the City purchased the property for \$2.55 million and Hunington will purchase the property for \$3.1 million.

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

Councilmember Graves made a motion to approve Resolution R-25-5095 seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and the City Council provided announcements regarding community news and upcoming events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5096

- 4a** Approval of the minutes of the regular City Council meeting of November 5, 2025
- 4b** Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc., dba Parkhill, for design of the Voting Center and Splash Park Project, and authorizing the City Manager to execute the agreement
- 4c** Approval of rejecting all bids for the Colleyville Center Windows Replacement Project
- 4d** Casting the City's eight ballots for the election to the Tarrant Appraisal District Board of Directors

Mayor Lindamood read Resolution R-25-5096 in its entirety.

Public Works and Parks and Recreation Director Lisa Escobedo presented items 4b and 4c. There was discussion regarding the quality and warranty of the windows for Colleyville Center when the project is rebid.

City Secretary Christine Loven presented item 4d.

Mayor Lindamood opened the public hearing.

George Dodson, Colleyville, recommended the City give their votes to Mike Alfred.

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

Mayor Pro Tem Brandi Elder made a motion to approve Resolution R-25-5096, casting the City's eight ballots for Mike Alfred, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - October 2025

Finance Director Cassie Smith gave the October 2025 financial report and noted this is the first month of FY26 and all accounts are as expected.

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**6a Ordinance O-25-2351**

An ordinance approving the amended Tax Increment Financing District (TIRZ) Project and Financing Plan

Mayor Lindamood read the caption of Ordinance O-25-2351.

Assistant City Manager Mark Wood gave an overview and history of the TIF, noting City Council had voted to extend the TIF to 2055 and expanded the boundaries. Manager Wood stated the final piece will be City Council's vote tonight to amend the Project and Financing Plan. Manager Wood then introduced David Pettit, the City's TIF Consultant.

Mr. Pettit reviewed the expanded boundaries, and term extension to December 31, 2055, and noted the City of Colleyville will participate at 100%, and there are discussions with Tarrant County College regarding on-going participation, and finally GCISD participation will end December 2030. Mr. Pettit stated the anticipated development is projected to generate \$147.7 million in TIRZ revenue which would fund the project costs. Mr. Pettit stated it has been wonderful to work with the City of Colleyville.

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

Councilmember Holt Gunderson made a motion to approve Ordinance O-25-2351, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

6b Ordinance O-25-2352

Request to appeal the decision by the Planning and Zoning Commission for the consideration of an amendment to a PUD-R Planned Unit Development – Residential district for Lots 1-34, Block 1, of the Oak Alley subdivision, located at 1312 John McCain Road, Case ZC25-026

Councilmember Ben Graves recused himself from deliberation on this subject.

Mayor Lindamood read the caption of Ordinance O-25-2352.

Community Development Director Ben Bryer presented this request to remove the 25-foot landscape easement located in the rear yard of Lot 14, Block 1, Oak Alley. The easement was approved as part of the PUD-R zoning for the subdivision.

Director Bryner stated, although the request is to remove the easement from a single lot, the entire subdivision is required to be included in the description. He also stated this is an appeal of the Planning and Zoning Commission denial and requires a super majority vote.

Applicants Ryan and Brooke Raybould were present, and a presentation was given by their attorney Rob Slovak.

Mayor Lindamood opened the public hearing.

The following did not wish to speak, but registered opposition: Barbara Bradshaw, Colleyville, Ashley Riley, Trophy Club.

The following, all of Colleyville, spoke in opposition: Charles Pearce, George Dodson, Charles Mady, and John Westkaemper.

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

Mayor Lindamood convened in Executive Session at 8:18 p.m. and reconvened the meeting at 8:51 p.m.

There were no other speakers or questions.

Mayor Lindamood made a motion to deny Ordinance O-25-2352, seconded by Mayor Pro Tem Elder.

The motion to deny was approved by the following vote:

Ayes: 6 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Kimberly Holt Gunderson, and Tim Raine.

6c Ordinance O-25-2353

Consideration of a Special Use Permit for Alcoholic Beverage Sales-On-Premises Consumption on Lot 1R2, Block 2, of the Town Center Colleyville subdivision, located at 1205 Church Street, Case ZC25-025

Councilmember Graves returned to the Council Chambers.

Mayor Lindamood read the caption of Ordinance O-25-2353.

Community Development Director Ben Bryner presented the SUP request is to allow for on-premises alcohol beverage sales/consumption at Truva Mediterranean Bar and Grill. He noted the restaurant is taking over a previous restaurant use which

had an approved SUP for alcohol, and the SUP is required for Truva Mediterranean because of the change in ownership.

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

Councilmember Holt Gunderson made a motion to approve Ordinance O-25-2353, seconded by Mayor Pro Tem Elder.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

6d Ordinance O-25-2354

Consideration of a Special Use Permit for an Accessory Dwelling on Lot 4 of Mrs. Eva Paul's Subdivision, located at 1005 Tinker Road, Case ZC25-027

Mayor Lindamood read the caption of Ordinance O-25-2354.

Community Development Director Ben Bryner stated the SUP request is to allow for a portion of an existing accessory building to be converted into an accessory dwelling.

There were no questions.

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

Councilmember Graves made a motion to approve Ordinance O-25-2354, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

6e Ordinance O-25-2355

Consideration of a Special Use Permit for an Electric Vehicle (EV) Charging Station on Lot 1R, Block 1, of the Kroger Addition, located at 4904 Colleyville Boulevard, Case ZC25-028

Mayor Lindamood read the caption of Ordinance O-25-2355.

Community Development Director Ben Bryner presented this item which is a SUP request to install Electric Vehicle (EV) chargers with eight parking spaces and four EV chargers in the parking lot at the Neighborhood Walmart.

Eric John, Kimley-Horn, the project leader, was present to answer questions. Councilmember Graves verified with Mr. John, handicap parking will not be removed, and vehicles will not be towed from the parking lot. Mr. John stated handicap parking will still be available, and it is a policy of Walmart not to tow vehicles unless they are unattended 48 to 72 hours.

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

Councilmember Alphonso made a motion to approve Ordinance O-25-2355, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

7. CITIZEN COMMENTS

David Groves, Colleyville, discussed the City Council's support.

8. REPORTS

October 13, 2025, Planning and Zoning Commission Minutes

October 27, 2025, Planning and Zoning Commission Worksession Minutes

There was no action taken on this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, NOVEMBER 18, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5097

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 9:25 p.m.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 12/2/2025

Number Resolution R-25-5099

Type Resolution

Department Information Services

Title

Approval of a three-year Municipal and County Government Enterprise License Agreement (ELA), between the City of Colleyville and the Environmental Systems Research Institute, Inc. (Esri), for Citywide ArcGIS services, in an amount not to exceed \$90,600, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This item is a three-year license agreement between Environmental Systems Research Institute, Inc. (Esri) and the City of Colleyville, in the amount of \$90,600 to be paid annually over a three-year period in the amount of \$30,200 as referenced in the attached proposed agreement. The City is entering into the tenth year and fourth renewal of the enterprise agreement with Esri. This agreement fee is a fixed price for all small municipalities with 25,000 citizens or less. It is the lowest level Enterprise License Agreement (ELA) available in Esri's local government pricing model.

Departmental staff utilize Esri's software daily to collect, manage, analyze, communicate, and distribute geographical information system (GIS) data to enhance work products and create program efficiencies. This data is critical to the function of numerous City applications servicing Code Enforcement, Community Development, Public Works, Fire, and Police. Various maps and layers, produced by staff through the Esri platform, are also posted online for the public to utilize. City staff currently maintain 120 different layers of data composed of items such as fire hydrants, water and sewer lines, addresses, and City parcels.

Esri is the sole source provider of all small Municipal and County Enterprise License Agreements. The City Attorney has reviewed the attached sole source letter and the proposed agreement. Based on the letter and the provisions of Chapter 252 of the Local Government Code, this purchase is exempt from the competitive bidding requirements of state law as a sole source acquisition.

Financial Impact

Funding is available in the miscellaneous contractual services line item of the Information Systems Management GIS Program budget in the amount of \$30,200 annually for a total three-year cost of \$90,600.

Recommendation

Approve

Attachments

1. Esri Presentation
2. Esri 2025 Quote

4.b. Esri Enterprise License Renewal



➤ **Approval of a 3-year Enterprise License Agreement in an amount not to exceed \$90,600.**

Costs billed \$32,000 annually over a 3-year period.

➤ **Small Enterprise County and Municipal Government**

The City of Colleyville falls in the 0 to 25,000 citizens or less Tier 1 bracket.

	Population	Annual	3-year Total
Tier 1	0 – 25,000	\$32,000	\$90,600
Tier 2	25,001 – 50,000	\$42,200	\$126,000





Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-559481

Date: October 3, 2025

Customer # 212891 Contract #

City of Colleyville
Information Service
100 Main St
Colleyville, TX 76034-2916

ATTENTION: Eddie Tangadunrat
PHONE: (817) 503-1085
EMAIL: etangadunrat@colleyville.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/3/2025 To: 1/1/2026

Material	Qty	Term	Unit Price	Total
193204	1	Year 1	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 2	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
193204	1	Year 3	\$30,200.00	\$30,200.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$90,600.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$90,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	100	ArcGIS Enterprise Mobile Worker User Type	100
ArcGIS Online Creator User Type	100	ArcGIS Enterprise Creator User Type	100
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 12/2/2025

Number Resolution R-25-5099

Type Resolution

Department Engineering

Title

Approval of a construction contract with Canary Construction, Inc. for emergency drainage culvert repairs, in an amount not to exceed \$86,670, a contingency amount not to exceed \$9,000, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

Staff noticed a sinkhole developing off the edge of pavement along Cheek-Sparger Road and Silverwood Lane. Upon further investigation, it was determined the 60" metal corrugated storm drainage pipe running under the roadway had deteriorated significantly, undermining the integrity of the roadway surface. Due to the significant depth of the pipe of approximately 6–8 feet, staff placed plates along the travel lane of Cheek-Sparger to prevent a complete collapse of the road surface.

Due to the emergency nature of the repair, staff immediately reached out to contractors for quotes and moved forward with the necessary repairs.

The scope of the project consisted of removal and replacement of approximately 50 linear feet of 60" RCP Class III Storm pipe as well as a 60" headwall. The contractor removed all the asphalt and pipe, installed the RCP storm pipe and headwall, along with rock rip rap. The disturbed area will be compacted before asphalt is placed on the roadway surface.

Canary Construction, Inc. was the lowest qualified bidder and has completed their scope of work. This item is to memorialize the process due to the emergency nature of the project.

Financial Impact

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

Recommendation

Approve

Attachments

1. Construction Services Agreement

2. Bid Tabulation
3. Form 1295

**CONSTRUCTION SERVICES AGREEMENT
CHEEK-SPARGER CULVERT REPAIR**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Canary Construction, Inc.**, a Texas Corporation, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Contract Documents

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

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

Section 4. Contractor Obligations

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

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

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

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHTY-SIX THOUSAND, SIX HUNDRED AND SEVENTY DOLLARS (\$86,670.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged

for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

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

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

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

Section 6. Performance Schedule

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

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

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

than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

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

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

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United

States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed

under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: CANARY CONSTRUCTION, INC. By: _____ Wayne Borstad President Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> Canary Construction, Inc. Attn: Wayne Borstad, President 802 N. Kealy Avenue, Suite 101 Lewisville, TX 75057 E: wayne@canaryconstruction.com

GovDox Colleyville Contract ID:
CSA_pk_December 2, 2025_Rev20230112



Project: Cheek Sparger Culvert Repair

CANARY CONSTRUCTION, INC.

Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 3,500.00	\$3,500.00
2	60" RCP CL III	LF	50	\$ 750.00	\$37,500.00
3	60" Headwall	EA	1	\$ 15,000.00	\$15,000.00
4	Haul in Import Fill & Compact	CY	107	\$ 60.00	\$6,420.00
5	Rock Rip Rap	SY	50	\$ 350.00	\$17,500.00
6	Trench Safety	LF	50	\$ 5.00	\$250.00
7	Sawcut, Remove and Dispose Existing Asphalt	LS	1	\$ 1,500.00	\$1,500.00
8	Connect to Existing RCB	LS	1	\$ 2,500.00	\$2,500.00
9	Traffic Control, Barricades, Steel Trench Plates	LS	1	\$ 2,500.00	\$2,500.00

TOTAL

\$86,670.00

City of Colleyville Cheek-Sparger Culvert

Bid Tabulation November 2025

Item	Description	Unit	QTY	Canary Construction		2R Construction		Gra-Tex	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
2	60" RCP CL III	LF	50	\$ 750.00	\$37,500.00	\$791.00	\$39,550.00	\$1,150.00	\$57,500.00
3	60" Headwall	EA	1	\$ 15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$21,200.00	\$21,200.00
4	Haul in Import Fill & Compact	CY	107	\$ 60.00	\$6,420.00	\$85.00	\$9,095.00	\$29.00	\$3,103.00
5	Rock Rip Rap	SY	50	\$ 350.00	\$17,500.00	\$195.00	\$9,750.00	\$210.00	\$10,500.00
6	Trench Safety	LF	50	\$ 5.00	\$250.00	\$25.00	\$1,250.00	\$2.00	\$100.00
7	Sawcut, Remove and Dispose Existing Asphalt	LS	1	\$ 1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$6,600.00	\$6,600.00
8	Connect to Existing RCB	LS	1	\$ 2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00
9	Traffic Control, Barricades, Steel Trench Plates	LS	1	\$ 2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$7,980.00	\$7,980.00
Total					\$86,670.00		\$101,645.00		\$129,483.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Canary Construction Inc
Lewisville, TX United States

Certificate Number:
2025-1388995

Date Filed:
11/13/2025

Date Acknowledged:
11/13/2025

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

City of Colleyville

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

ENG-2025-008
Cheek-Sparger Culvert Repair

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1388995

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Date Acknowledged:

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Canary Construction Inc
Lewisville, TX United States

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

City of Colleyville

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

ENG-2025-008
Cheek-Sparger Culvert Repair

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

5 Check only if there is NO Interested Party. ☐

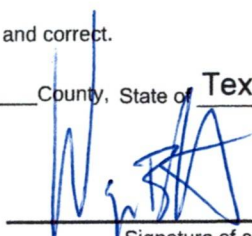
6 UNSWORN DECLARATION

My name is Wayne Borstad, and my date of birth is 04/09/1961.

My address is 2220 Wagon Wheel Trail, Corinth, TX, 76208, USA.
(city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 13th day of November, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 12/2/2025

Number Resolution R-25-5099

Type Resolution

Department Engineering

Title

Approval to purchase a replacement vacuum street sweeper from Closner Equipment Co., Inc., through the Sourcewell Purchasing Program in an amount not to exceed \$349,135, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

This item seeks the approval to purchase a replacement vacuum street sweeper for the Department of Public Works, Storm Water Division, at a total cost of \$349,135, and approval for the disposal of the 2018 Johnston Model VT651 vacuum street sweeper as a trade.

To maintain the City's fleet in an effective and efficient manner, vehicles and equipment are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition. Staff assessed the current 2018 Johnston Model VT651 vacuum street sweeper and determined the heavy use of the equipment and maintenance record warrants replacement. The unit will be utilized as a trade. Based on an in-depth review of vacuum street sweepers, City staff is recommending the purchase of a MaxPowa V65 truck mounted sweeper.

Street sweeping is a cost-effective means of removing pollutants like trash, sediment, leaves, etc. before they enter the storm drains, which protect water quality and aquatic life. Regular street sweeping helps maintain the functionality of the storm drains and drainage infrastructure by reducing the load on downstream infrastructure and reducing the potential of clogging that can lead to localized flooding during heavy rainfall events. In addition, clean streets have an enhanced aesthetic appeal valued by the community. On average, City staff sweep approximately 225 miles of streets each month.

If approved, the new vehicle would be delivered in early 2026. The existing vacuum street sweeper will be utilized as a trade for up to \$22,500 credit towards the new equipment.

Financial Impact

The funding source for this purchase is the Capital Drainage Fund.

Recommendation

Approve

Attachments

1. Sales Proposal
2. V65 Sales Specifications



SAN ANTONIO BRANCH	AUSTIN BRANCH	DALLAS/FT WORTH BRANCH	HOUSTON BRANCH
21910 FM 2252	778 E US-290	6532 E STATE HIGHWAY 114	18851 GH CIRCLE
SCHERTZ, TX 78154	ELGIN, TX 78621	RHOME, TX 76078	WALLER, TX 77484
210.732.2131	512.272.8200	817.708.9108	936.262.7299

November 11, 2025
City of Colleyville

Bucher Sweeper Sales Proposal
Sourcewell Contract Number #062425-BUC

One - NEW MaxPowa V65 Truck Mounted Sweeper, 2025/26 Model, SN TBD

Stainless Steel Cowling with 1 1/4" Soundproof Liner
Completely Covered & Sealed Auxiliary Engine Compartment
10" Inside Diameter Vacuum Hose with Straight Inlet Design
Electrical Over Hydraulic Hopper Lift System
Molded Composite 50 Gallon Auxiliary Engine Fuel Tank w/ Locking Cap
8.5 Cubic Yard Stainless Steel Hopper with Lifetime warranty
55-degree Dump Angle of hopper w/ Maximum Payload Indicator
Two (2) Hopper Drain Ports on Rear Door: 3" Drain Hose & 2" Ball Valve
Two (2) Side Mounted Hopper Access Doors; LH & RH
Two (2) Lockable Built-In Hopper Side Storage Lockers: LH & RH
415 Gallon Stainless Steel Water Tank w/ Lifetime Warranty
Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oil & Coolant
Four (4) Gutter Broom Water Spray Jets Per Side
Bumper Mounted Wide Sweep Water Spray Bar with Four (4) Spray Jets
Four (4) Internal Water Spray Jets at each Vacuum Nozzle
Remote Grease Zerk for Wide Sweep Pivot
Handheld Pendant Wide Sweep Broom Down Pressure Control
Remote Handheld Pendant Dump Controls
Electrical Wiring Color and Number Coded
Dust Proof Electrical Wiring - IP65 Standards
Waterproof Electrical Wiring - IP67 Standards
In Cab integrated sweeper controls with data capture and to monitor performance
Stainless Steel Hopper Screens
L.E.D Indicators on All Solenoid Plugs
Step-Up Gear Box Driven Vacuum Fan via Fluid Coupler
Coolant/Oil Pressure Shutdown System
Maxigap: In-Cab Vacuum Nozzle Tilt System
28" Diameter Trailing Arm Design Gutter Brooms with LED Work Lights
16" x 50" Wide sweep Broom
"Unhanded" Suction Nozzle & Gutter Broom Assemblies
In-Cab Dual Gutter Broom Speed Control
In-Cab Gutter Broom Down Pressure Control
Master Sweep Control Switch to Start/Stop All Sweeping Functions
20 Gallon Hydraulic Oil Tank
Catwalk 60" x 12"
125 Micron Suction & 25 Micron Return Hydraulic Filters
Hopper and Water Tank Interconnect
Automatic Safety Body Prop with Hands Free Release
Turbo III Precleaner for Auxiliary Engine

25' Hydrant Hose with Coupling & Wrench
Centralized Weatherproof Systems Locker with Strip LED Light
25 ft. Wash-down Hose
Two (2) Rear Mounted LED Strobes with Limb Guards
Body Paint Two Part Epoxy Factory White
Engine Pack & Sweep Gear Powder Coated Gray
1 each Sweeper Ops Manual & Parts & Service CD - English
Factory Warranty: 2 Years or 2,000 Hours

Options Included In Our Price

Dual Gutter Brooms with Pneumatic Flaps
JCB Ecomax Tier 4 Final 125HP 97KW @2200 RPM Requires EN690
(or equivalent) Ultra-low Sulphur Fuels
Gutter Broom In-Cab Tilt Control-Dual
Gutter Broom Lateral In-Cab Control – (Dual) available on Dual Sweep VTs only
Screen Vibrator – Pneumatic
EZ Clean – Hopper Body Flush Out (2 nozzles)
Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar
Rear Mounted & Suction Nozzle Spray Bar Rear Mounted
Split Arrow Stick, LED
Camera Single Rear Vision Displayed on JVM
Preference Plus – Extended Functionality for Custom Monitoring, Reporting
and Sweep Settings.

**One – 2025/2026 Freightliner M2 PLUS Conventional Chassis, 33K GVW, Cummins ISB
6.7 200 HP Engine with Allison 2500 Transmission. Includes Chassis Dualization. Two-
speed rear axle - Ratio 5.86/8.17**

List Price	\$363,600.00
Sourcewell Discount	(\$18,465.00)
Sourcewell Price	\$345,135.00
Freight From Factory	\$4,000
Total Sales Price	\$349,135
Total Sales Price (w/ Trade in)	\$326,635

PROPOSAL NOTES:

- Subject to availability and prior sale.
- Subject to all applicable taxes.
- Quote is valid for 30 days.
- We reserve the right to correct any quotation or verbal errors.

Sincerely,

CLOSNER EQUIPMENT CO., INC.

Collin Nunnelee
North Texas- Territory Manager
Collin.n@closner.com
(940)210-9131

V65

BUCHER municipal



113" CA
164"-178" WB (chassis dependent)
276"

140"
w/boom

126"

91.5"

Dimensions

Length (cowl and hopper)	154" (3920 mm)
Width*	91.5" (2325 mm)
Height*	133" (3400 mm)
Wheelbase*	164"-178" (3150 mm)
Sweeping path of suction nozzle and channel brush	51" (1300 mm)
Sweeping path with roller brush	94" (2400 mm)
Sweeping path for double-sided pick up	141" (3600 mm)

* Dependent on chassis and/or option selected

** Not for EU, 24v only

Noise level cab

<75 dB(A) generally (chassis dependent)

Alternative drives

Semi-hydrostatic	V65m
Hydrostatic	V65h

Chassis

GVM	GVM 14 – 19 tons
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Diesel fuel tank

Capacity	50 gallons (190 l)
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Auxiliary engine

	V65t
Standard:	JCB Dieselmax 430 NRMM Stage 5
Gross power	74 HP
Max torque	295 ft/lb @1250 rpm
Option:	JCB Ecomax 448 NRMM Stage 5
Gross power	130HP
Max torque	450 ft/lb @1500 rpm
Option:	JCB Dieselmax 444 NRMM Stage 3a**
Gross power	114 HP
Max torque	29 ft/lb @ 1300 rpm



Easiclean

for efficient cleaning of built up dirt in hard to reach areas.



HMI Center console

with JVM screen which can be adjusted to suit the operators preferred position, featuring cup holders and USB charging points.



Top Mounted Wanderhose

with 280° rotation, available in a 5.9" (150 mm) or 7.87" (200 mm) diameter can be used to empty catch basins safely from the curbside.

V65

Controls

Center cab mounted master control panel with JVM providing information on a wide range of sweeper functions plus data capture download. Up to four optional cameras can also be viewed on the JVM screen. Separate palm rest controller housing controls for the main sweeping functions is mounted on the door side.

Exhauster fan

Operational speed variable between 1800 rpm - 3500 rpm to suit operation.
V65t: Step-up gearbox ratio: 1.79:1

Channel brush

Quick release brush system with infinitely variable speed up to 160 rpm (cab controlled). Hi-visibility yellow brush plate and hose guide

Nozzle

Cast aluminum nozzle with 9.94" (250 mm) diameter inlet and tool free adjustment

Dust suppression system

Dust suppression sprays located at suction nozzle(s), channel brush(es) and across front of vehicle. Pressadrain water purging system. EU-nited PM10 4* Certified.

Electrical system

24 volt. All external loom connections are full automotive IP67 rated

Exterior noise / Sound power level

LWA 108 dB(A) for standard power engines measured in accordance with EC directive 2000/14/EC.

LWA 112 dB(A) for high power engines measured in accordance with EC directive 2000/14/EC.

Hopper

Body comprises of hopper & integral water tank. Fabricated from heavy duty stainless steel plate.

Water tight twin lock rear door latching system with de-watering function. Two body side access doors and side storage lockers.

Plug in hopper floor as transfer port for use as Streetwasher.

Rear discharge chute, automatic multi position body prop, twin caged rear beacons and LED worklights are standard features.

Hopper voided volume *** 8.5 yd³ (6.5 m³)

Discharge angle	54° nominal
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Door opening angle	125° nominal
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Water tank

Water tank incorporates anti-surge baffles and filled via a type 'A' water hydrant fill. A twin diaphragm pump runs continuously and is able to run dry.

Water capacity (Option 2000 l)
410 gallons (1554 l)

Cowl

Smoothflow cowl lined with frequency matched soundproofing material

Brushes

Wide sweep brush	16" (406 mm)
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Width of wide sweep brush	50" (1275 mm)
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Width of suction nozzle	30" (750 mm)
-------------------------	--------------

Channel brush

(opt. Ø 25" 650 mm) 20" (500 mm)

Options

- Camera monitoring systems.
- Littasnatch.
- Microtrap dust suppression system.
- Powathrust/Powasave.
- Pneumatic mesh shakers.
- Powascrub - wide sweep brush ground pressure device.
- Supawash - high pressure washing system, 8 gallons/min @ 1450 PSI, c/w hand lance & 49 foot hose reel.
- 6" or 8" boom mounted Wanderhose with power assist option.

A range of options are available – contact us for more information.

Subject to change without notice.

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CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 12/2/2025

Number Resolution R-25-5099

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 Saddlebrook Subdivision: Briar Ridge, Saddlebrook, and Shadow Ridge Drives, Southwood East, and Southwood West; segments within the Brook Meadows Subdivision: Jackson, Meadowview, and Wildwood Courts, Meadowview Drive, and Shenandoah Place; as well as segments within the Pecan Park Subdivision that will be completed at the conclusion of the water line renewal project: Hardage Lane, Ponderosa Street, Park and Ronna Courts. In addition, the ILA includes the resurface of an additional parking area at the Pleasant Run soccer fields.

The City partners with Tarrant County annually to perform street maintenance work. During Fiscal Year 2025, Tarrant County crews resurfaced 5.34 miles of roadway streets for the citizens of Colleyville.

The fiscal year 2026 – 2030 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, and the City will be responsible for the costs associated with the following items: 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. 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 **Briar Ridge** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Shadow Ridge (Approximately 751 linear feet).
- Resurface **Hardage Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from SH26 to Pleasant Run Road (Approximately 1,099 linear feet).
- Resurface **Jackson Ct** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Jackson Road to Cul-de-Sac (Approximately 261 linear feet).
- Resurface **Meadow View Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Green Oaks to Cul-de-Sac (Approximately 150 linear feet).
- Resurface **Meadow View Drive** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Jackson Road to Green Oaks Drive (Approximately 1,419 linear feet).
- Resurface **Park Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Ponderosa to Cul-de-Sac (Approximately 464 linear feet).
- Resurface **Ponderosa St.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from McCain Dr. to Cul-de-Sac (Approximately 3,538 linear feet).
- Resurface **Ronna Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Ponderosa to Cul-de-Sac (Approximately 200 linear feet).

- Resurface **Saddlebrook Dr.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Bedford Rd. to Brown Trail (Approximately 3,000 linear feet).
- Resurface **Shadow Ridge** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Dr. to Rodeo Dr. (Approximately 1,245 linear feet).
- Resurface **Shenendoah Dr.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Jackson Rd. to Shady creek Ln. (Approximately 558 linear feet).
- Resurface **Southwood East** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Southwood West (Approximately 812 linear feet).
- Resurface **Southwood West** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Southwood East (Approximately 938 linear feet).
- Resurface **Wild wood Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Meadow View Dr. to Cul-de-Sac (Approximately 112 linear feet).
- Rehabilitate and Resurface **Pleasant Run Parking Lot** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 at 6413 Pleasant Run Road (Approximately 2,100 Square Yards).

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.
- 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 **Briar Ridge** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Shadow Ridge (Approximately 751 linear feet).
- Resurface **Hardage Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from SH26 to Pleasant Run Road (Approximately 1,099 linear feet).
- Resurface **Jackson Ct** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Jackson Road to Cul-de-Sac (Approximately 261 linear feet).
- Resurface **Meadow View Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Green Oaks to Cul-de-Sac (Approximately 150 linear feet).
- Resurface **Meadow View Drive** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Jackson Road to Green Oaks Drive (Approximately 1,419 linear feet).
- Resurface **Park Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Ponderosa to Cul-de-Sac (Approximately 464 linear feet).
- Resurface **Ponderosa St.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from McCain Dr. to Cul-de-Sac (Approximately 3,538 linear feet).

- Resurface **Ronna Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Ponderosa to Cul-de-Sac (Approximately 200 linear feet).
- Resurface **Saddlebrook Dr.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Bedford Rd. to Brown Trail (Approximately 3,000 linear feet).
- Resurface **Shadow Ridge** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Dr. to Rodeo Dr. (Approximately 1,245 linear feet).
- Resurface **Shenendoah Dr.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Jackson Rd. to Shady creek Ln. (Approximately 558 linear feet).
- Resurface **Southwood East** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Southwood West (Approximately 812 linear feet).
- Resurface **Southwood West** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Southwood East (Approximately 938 linear feet).
- Resurface **Wild wood Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Meadow View Dr. to Cul-de-Sac (Approximately 112 linear feet).
- Rehabilitate and Resurface **Pleasant Run Parking Lot** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 at 6413 Pleasant Run Road (Approximately 2,100 Square Yards).

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

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, 2026, 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

Lisa Escobedo
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.

Briar Ridge drive
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Saddlebrook to Shadow Ridge

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 751 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 333 sy

Stab Area : 333 sy
Binder Area: sy
Surface Area: 2,503 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	2,503	0.10 gal/sy	\$ 2.76	\$/gal	250	gal		gal	\$ 690.71	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	2,503	0.110 tn/sy	\$ 77.33	\$/tn	275	tn		tn	\$ 21,287.49	\$ -		
						Subtotal			\$ 21,978.19	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$8,278.43	\$ -		
		Materials + Misc Cost							\$ 30,456.63			
		10% Contingency							\$ 3,045.66			
		Total:							\$ 33,502.29	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from FY-25
Prices are subject to change

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:(4,8 2,503 SY @ 3.3 \$/sy + \$ 20 Mob = \$8,278.43

Hardage lane
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From SH 26 to Pleasant Run Road

Existing Conditions: Road is oxidized with sporadic cracking. **Some areas pot holed ,raveled, alligatored and sunken, structurally unsound. Will require some sub grade repair before the mill and overlay process** 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): 1,099 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 333 sy

Stab Area : 333 sy
Binder Area: sy
Surface Area: 3,508 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	3,508	0.10 gal/sy	\$ 2.76	\$/gal	351	gal		gal	\$ 968.18	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	3,508	0.110 tn/sy	\$ 77.33	\$/tn	386	tn		tn	\$ 29,839.16	\$ -		
						Subtotal			\$ 30,807.33	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$11,596.03	\$ -		
		Materials + Misc Cost							\$ 42,603.37			
		15% Contingency							\$ 6,390.50			
		Total:							\$ 48,993.87	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from FY-25
Prices are subject to change

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, 3,508 SY @ 3.3 \$/sy + \$ 20 Mob = \$11,596.03

Jackson Ct.
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Jackson Road to Cul-de-Sac

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 261 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 464 sy

Stab Area : 464 sy
Binder Area: sy
Surface Area: 1,218 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,218	0.10 gal/sy	\$ 2.76	\$/gal	122	gal		gal	\$ 336.17	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,218	0.110 tn/sy	\$ 77.33	\$/tn	134	tn		tn	\$ 10,360.67	\$ -		
						Subtotal			\$ 10,696.84	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$4,039.40	\$ -		
		Materials + Misc Cost							\$ 14,936.24			
		10% Contingency							\$ 1,493.62			
		Total:							\$ 16,429.87	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25
Prices are subject to change

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, 1,218 SY @ 3.3 \$/sy + \$ 20 Mob = \$4,039.40

Meadow View Ct.
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Green Oaks to cul--de-Sac

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 150 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 464 sy

Stab Area : 464 sy
Binder Area: sy
Surface Area: 897 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	897	0.10 gal/sy	\$ 2.76	\$/gal	90	gal		gal	\$ 247.66	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	897	0.110 tn/sy	\$ 77.33	\$/tn	99	tn		tn	\$ 7,632.99	\$ -		
						Subtotal			\$ 7,880.65	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,981.20	\$ -		
		Materials + Misc Cost							\$ 11,061.85			
		10% Contingency							\$ 1,106.19			
		Total:							\$ 12,168.04	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25.
Prices are subject to change

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:(4,8 897 SY @ 3.3 \$/sy + \$ 20 Mob = \$2,981.20

Meadow View drive
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Jackson Road to Green Oaks Drive

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 1,419 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 4,099 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	4,099	0.10 gal/sy	\$ 2.76	\$/gal	410	gal		gal	\$ 1,131.42	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	4,099	0.110 tn/sy	\$ 77.33	\$/tn	451	tn		tn	\$ 34,870.16	\$ -		
						Subtotal			\$ 36,001.58	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$13,547.80	\$ -		
		Materials + Misc Cost							\$ 49,749.38			
		10% Contingency							\$ 4,974.94			
		Total:							\$ 54,724.31	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25
Prices are subject to change

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:(4,8 4,099 SY @ 3.3 \$/sy + \$ 20 Mob = \$13,547.80

Park Court
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Ponderosa St. to Cul-de-Sac

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 477 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 464 sy

Stab Area : 464 sy
Binder Area: sy
Surface Area: 1,842 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,842	0.10 gal/sy	\$ 2.76	\$/gal	184	gal		gal	\$ 508.39	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,842	0.110 tn/sy	\$ 77.33	\$/tn	203	tn		tn	\$ 15,668.60	\$ -		
						Subtotal			\$ 16,177.00	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$6,098.60	\$ -		
		Materials + Misc Cost							\$ 22,475.60			
		10% Contingency							\$ 2,247.56			
		Total:							\$ 24,723.16	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25
Prices are subject to change

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:(4,8 1,842 SY @ 3.3 \$/sy + \$ 20 Mob = \$6,098.60

Ponderosa Street
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From McCain to Cul-de-Sac

Existing Conditions: Road is oxidized with sporadic cracking. Some areas rutted ,raveled, alligatored and sunken. Will require some sub grade repair before the mill and overlay process 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): 3,538 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 464 sy

Stab Area : 464 sy
Binder Area: sy
Surface Area: 10,685 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	10,685	0.10 gal/sy		\$ 2.76	\$/gal	1068	gal		gal	\$ 2,949.03	\$ -	
HMAC "D" pick up	0	0.110 tn/sy		\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -	
HMAC "D" (2")	10,685	0.110 tn/sy		\$ 77.33	\$/tn	1175	tn		tn	\$ 90,888.87	\$ -	
						Subtotal				\$ 93,837.90	\$ -	
Misc Cost												
Fuel Cost Estimate		50%				\$ 1,000				\$ 500.00	\$ -	
Overtime (Watering)										\$ -		
Milling (City Contractor)										\$35,280.13	\$ -	
			Materials + Misc Cost							\$ 129,618.03		
			15% Contingency							\$ 19,442.70		
			Total:							\$ 149,060.74	\$ -	

Construction Time Estimate: 4 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25
Prices subject to change

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, 10,685 SY @ 3.3 \$/sy + \$ 20 Mob = \$35,280.13

Ronna Court
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From ponderosa to cul-de-Sac

Existing Conditions: Road is oxidized with sporadic cracking. Some areas rutted ,raveled, alligatored and sunken. Will require some sub grade repair before the mill and overlay process 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): 200 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 464 sy

Stab Area : 464 sy
Binder Area: sy
Surface Area: 1,042 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,042	0.10 gal/sy	\$ 2.76	\$/gal	104	gal		gal	\$ 287.53	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,042	0.110 tn/sy	\$ 77.33	\$/tn	115	tn		tn	\$ 8,861.67	\$ -		
						Subtotal			\$ 9,149.20	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,457.87	\$ -		
		Materials + Misc Cost							\$ 12,807.07			
		15% Contingency							\$ 1,921.06			
		Total:							\$ 14,728.13	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from FY-25
prices are subject to change

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, 1,042 SY @ 3.3 \$/sy + \$ 20 Mob = \$3,457.87

Saddlebrook drive
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Bedford Road to Brown Trail

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 3,000 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 36 ft
Additional Areas (sy): 333 sy turn lanes

Stab Area : 333 sy
Binder Area: sy
Surface Area: 12,333 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	12,333	0.10 gal/sy		\$ 2.76	\$/gal	1233	gal		gal	\$ 3,403.91	\$ -	
HMAC "D" pick up	0	0.110 tn/sy		\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -	
HMAC "D" (2")	12,333	0.110 tn/sy		\$ 77.33	\$/tn	1357	tn		tn	\$ 104,908.20	\$ -	
						Subtotal				\$ 108,312.11	\$ -	
Misc Cost												
Fuel Cost Estimate		50%				\$ 1,000				\$ 500.00	\$ -	
Overtime (Watering)										\$ -		
Milling (City Contractor)										\$40,718.90	\$ -	
			Materials + Misc Cost							\$ 149,531.01		
			10% Contingency							\$ 14,953.10		
			Total:							\$ 164,484.11	\$ -	

Construction Time Estimate: 4 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25.
Prices are subject to change

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 12,333 SY @ 3.3 \$/sy + \$ 20 Mob = \$40,718.90

Shadow Ridge
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Saddlebrook Drive to Rodeo drive

Existing Conditions: Road is oxidized with sporadic cracking. Some areas rutted ,raveled, alligatored and sunken. Will require some sub grade repair before the mill and overlay process 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): 1,245 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 3,597 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	3,597	0.10 gal/sy	\$ 2.76	\$/gal	360	gal		gal	\$ 992.68	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	3,597	0.110 tn/sy	\$ 77.33	\$/tn	396	tn		tn	\$ 30,594.33	\$ -		
						Subtotal			\$ 31,587.01	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$11,889.00	\$ -		
		Materials + Misc Cost							\$ 43,676.01			
		15% Contingency							\$ 6,551.40			
		Total:							\$ 50,227.41	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25
Prices are subject to Change

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, 3,597 SY @ 3.3 \$/sy + \$ 20 Mob = \$11,889.00

Shenandoah
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Jackson Road to Shadycreek Lane

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 558 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 1,612 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,612	0.10 gal/sy	\$ 2.76	\$/gal	161	gal		gal	\$ 444.91	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,612	0.110 tn/sy	\$ 77.33	\$/tn	177	tn		tn	\$ 13,712.16	\$ -		
						Subtotal			\$ 14,157.07	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$5,339.60	\$ -		
		Materials + Misc Cost							\$ 19,696.67			
		10% Contingency							\$ 1,969.67			
		Total:							\$ 21,666.33	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25
Prices are subject to change

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, 1,612 SY @ 3.3 \$/sy + \$ 20 Mob = \$5,339.60

Southwood East
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Saddlebrook to Southwood West

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 812 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 2,346 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	2,346	0.10 gal/sy	\$ 2.76	\$/gal	235	gal		gal	\$ 647.43	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	2,346	0.110 tn/sy	\$ 77.33	\$/tn	258	tn		tn	\$ 19,953.89	\$ -		
						Subtotal			\$ 20,601.32	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$7,761.07	\$ -		
		Materials + Misc Cost							\$ 28,562.39			
		10% Contingency							\$ 2,856.24			
		Total:							\$ 31,418.63	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25.
Prices are subject to change

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:(4,8 2,346 SY @ 3.3 \$/sy + \$ 20 Mob = \$7,761.07

Southwood West
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From Saddlebrook to Southwood East

Existing Conditions: Road is oxidized with sporadic cracking. Some areas rutted ,raveled, alligatored and sunken. Will require some sub grade repair before the mill and overlay process 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): 938 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 333 sy

Stab Area : 333 sy
Binder Area: sy
Surface Area: 3,043 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	3,043	0.10 gal/sy	\$ 2.76	\$/gal	304	gal		gal	\$ 839.81	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	3,043	0.110 tn/sy	\$ 77.33	\$/tn	335	tn		tn	\$ 25,882.78	\$ -		
						Subtotal			\$ 26,722.59	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$10,061.17	\$ -		
		Materials + Misc Cost							\$ 36,983.75			
		10% Contingency							\$ 3,698.38			
		Total:							\$ 40,682.13	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt for Wade Rd.
Prices are subject to change

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, 3,043 SY @ 3.3 \$/sy + \$ 20 Mob = \$10,061.17

Wild Wood Court
(City of Colleyville)

8/21/2025
J. Stubblefield

Limits: From meadowview drive to Cul-de-Sac

Existing Conditions: Road is oxidized with sporadic cracking. May require some sub grade repair in advance of County work. Appears to be a good candidate for an asphalt mill and overlay
C&G is 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): 112 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 464 sy

Stab Area : 464 sy
Binder Area: sy
Surface Area: 788 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	788	0.10 gal/sy	\$ 2.76	\$/gal	79	gal		gal	\$ 217.37	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	788	0.110 tn/sy	\$ 77.33	\$/tn	87	tn		tn	\$ 6,699.18	\$ -		
						Subtotal			\$ 6,916.55	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,618.93	\$ -		
		Materials + Misc Cost							\$ 9,735.48			
		10% Contingency							\$ 973.55			
		Total:							\$ 10,709.03	\$ -		

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from Fy-25.
Prices are subject to change

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:(4,8 788 SY @ 3.3 \$/sy + \$ 20 Mob = \$2,618.93



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 12/2/2025

Number Resolution R-25-5099

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with Westra Consultants, in an amount not to exceed \$60,000, for the design of the Drinking Water Risk and Resilience Assessment Update, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The America's Water Infrastructure Act (AWIA) requires public water systems to conduct a Risk and Resilience Assessment (RRA) every five years to identify risks and address them in the Emergency Response Plans (ERP). The Act specifies the components the RRA and ERPs must address and establishes deadlines by which water systems must certify to the Environmental Protection Agency (EPA) completion.

The City completed a Water Risk and Resilience assessment and emergency response plan in June 2021. The assessment was conducted to evaluate the threats due to malevolent acts, natural hazards, dependence/proximity threats, and cyber-attacks to the City's water utilities infrastructure and operations. The next re-certification is due June 30, 2026.

If approved, Westra Consultants will assist the City in conducting the updated Risk and Resilience Assessment, providing a new report incorporating methodology, regulations, findings, and recommendations, and submit the required EPA certification of completion.

Financial Impact

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

Recommendation

Approve

Attachments

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
DRINKING WATER RISK AND RESILIENCE ASSESSMENT UPDATE

This Professional Services Agreement (“Agreement”) is made by and between the **City of Colleyville, Texas** (“City”), and **Westra Consultants, 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 Drinking Water Risk and Resiliency Update per EPA and TCEQ Requirements (“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, software, 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) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) 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. 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. 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.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) 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.

(f) 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.

(g) 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 (defined below) 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 in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. 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, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) 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.

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 City's requirements.

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 in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(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 forty-eight (48) hours 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 proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional") for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component 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 any contractor(s), subcontractors, 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 for the accuracy or competency of its designs, working drawings, specifications, or other documents; 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 any other documents prepared by Professional.

(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. 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 (or other persons) in any materials provided to Professional by City. 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 if instructed to do so by City. In the event City delivers to Professional any information that has been 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 as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all 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. Notwithstanding, the foregoing confidentiality obligations 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.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed SIXTY THOUSAND DOLLARS (\$60,000.00).

(b) 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 A**, 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 thirty (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 payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or 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 written 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 corrected within ten (10) 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 determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of 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 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 party's 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 reasonably determined by City to be properly performed by Professional 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, Professional shall have the right to terminate this Agreement if Professional 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

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

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. 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 PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY 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, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, 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 NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES 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 acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its

option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR 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 of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. 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. 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. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or

stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE 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

WESTRA CONSULTANTS, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Ragu Rao, P.E.
Principal

Date: _____

Date: _____

Notice Address:

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

Notice Address:

Westra Consultants, LLC
Attn: Ragu Rao, P.E., Principal
200 E Lamar Blvd. Suite 600
Arlington, Texas 76006
E: rrao@westraconsultants.com

Colleyville Contract ID:
PSA_ED_November 17, 2025_v1.20220714

EXHIBIT “A”
SCOPE OF SERVICES

(attached)

Exhibit A
Project Scope, Schedule, and Fee for
Risk and Resilience Assessment (RRA) for Drinking Water Utilities (FY 2026)
in the City of Colleyville.
Westra Project No. COL 25014

Section 2013 of America's Water Infrastructure Act (AWIA) of 2018 requires community water systems serving more than 3,300 people to complete a Risk and Resilience Assessment (RRA) and prepare an Emergency Response Plan (ERP). These must be re-certified every five years.

Westra Consultants (Consultant) will assist the City of Colleyville (Client) in conducting the updated Risk and Resilience Assessment and submit the required EPA certification of completion. Colleyville last certified its RRA in June 2021; the next re-certification is due by **June 30, 2026.**

The previous assessment was completed approximately five years ago. Regulations, industry standards, and system conditions may have changed since that time. While certain portions of the prior study may be referenced, this effort will be performed as a new assessment based on current criteria.

Scope of Services

- Review current federal, state, and City requirements applicable to RRAs
- Review the previous RRA to identify any usable data or findings
- Evaluate current facilities, network elements, and critical assets including:
 - pipes, conveyances, physical barriers, source water, collection/intake, pretreatment, treatment, storage, and distribution facilities
 - electronic, computer, or automated systems (including cybersecurity)
 - monitoring practices, financial infrastructure, chemical use/storage/handling, and O&M practices
- Establish hazard exposure, vulnerability factors, and failure scenarios based on current conditions
Assign risk scores and rank vulnerabilities (probability vs consequence)
- Identify operational, physical, and capital mitigation strategies
- Recommend prioritized improvements based on risk reduction benefit
- Prepare a new Risk and Resilience Assessment report incorporating methodology, regulations, findings, and recommendations
- Provide draft and final submissions with one review cycle

Additional Service

It is understood that preparation of the Emergency Response Plan remains the City's responsibility, consistent with the prior effort. If the City decides to engage Westra Consultants to perform this task, it

will be treated as an additional service. A separate fee proposal will be provided, and work will begin upon written authorization from the City.

Fee and Schedule

The Consultant will perform the work described in the Scope of Services on a reimbursable basis at a rate of **\$150 per hour**. The total recommended budget for services and expenses is estimated to be **\$60,000**. Consultant shall notify the Client for authorization prior to exceeding the budgeted amount. Fees will be invoiced monthly based upon hours completed as of the invoice date. Payment is due within 30 days of the receipt of the invoice.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4g

Agenda Date 12/2/2025

Number Resolution R-25-5099

Type Resolution

Department City Secretary

Title

Nominating George Dodson to fill the Tarrant Appraisal District Board of Directors vacancy for a term to December 31, 2027

Explanation

Reading and Public Hearing

The Tarrant Appraisal District notified entities in early November 2025, of the resignation of a board member, which created a vacancy on the board. Per the Texas Property Tax Code Section 6.0301(f) "If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."

This resolution provides for the City Council to nominate George Dodson to fill the Tarrant Appraisal District Board of Directors vacancy, for a term to December 31, 2027.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4h

Agenda Date 12/2/2025

Number Resolution R-25-5099

Type Resolution

Department City Secretary

Title

Changing the dates of several regularly scheduled 2026 City Council Meetings to accommodate holidays when the City is closed, GCISD Spring Break, National Night Out, and Election Day

Explanation

Reading and Public Hearing

At the November 18, 2025 City Council Worksession, staff presented the annual 2026 calendar and discussed with Council, the holidays and events which would potentially conflict with the regular 2026 City Council Meeting dates.

At City Council direction, approval of this item will change the 2026 City Council Meeting dates as follows: Tuesday, January 20, to Wednesday, January 21, Tuesday, March 17, to Tuesday, March 10, Tuesday, May 19, to Tuesday, May 12, Tuesday, October 6, to Wednesday, October 7, and Tuesday, November 3, to Wednesday, November 4, 2026, to accommodate holidays when the City is closed, GCISD Spring Break, National Night Out, and Election Day.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 12/2/2025

Number Ordinance O-25-2356

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for an Accessory Building for Lot 3, Block 1, Beldon Hollow, located at 4905 Beldon Trail, Case ZC25-029

Explanation

First Reading and Public Hearing

Rodney Owens, the applicant, has submitted a request for a Special Use Permit (SUP) to allow for an Accessory Building on Lot 3, Block 1, Beldon Hollow, being approximately 0.66 acres and zoned PUD-R Planned Unit Development - Residential. The request is to allow for an accessory building that does not conform to the Land Development Code, Section 3.27(A)(2)(a). The proposal would exceed four percent (4%) of the aggregate area of the lot, which is the maximum allowed by the Land Development Code, unless granted an SUP.

Existing Conditions/Background: The subject property, 4905 Beldon Trail, resides south of the intersection of Beldon Trail and Glade Road. The property is developed with a single-family home and an existing accessory shade structure.

SUP Request: The applicant is requesting a SUP to allow for an accessory building which would exceed the requirements as permitted by the Land Development Code, Section 3.72(A)(2)(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."

Analysis: The subject property is 29,051 square feet, which allows 1,162 square feet (4%) for accessory buildings. The existing accessory structure is 278 square feet and the proposed accessory building would be 1,878 square feet. Together, the buildings would be 2,143 square feet (7.4%), exceeding four percent (4%) of the aggregate lot area.

Plat Status: The property is platted as Lot 3, Block 1, Beldon Hollow.

DRC Review: The DRC reviewed the request during their October 20, 2025, meeting and determined the case would be scheduled for the November 10, 2025, Planning and Zoning Commission meeting.

Drainage: N/A

Surrounding Development: The properties to the north, south, and west are zoned PUD-R Planned Unit Development - Residential and are improved with single-family homes. The properties to the east are zoned R-30 Single Family Residential and are developed with single-family homes.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for residential development. The proposed SUP does not conflict with any portion of the comprehensive plan.

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 for this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their November 10, 2025 meeting by a vote of 5-1.

Financial Impact

There is no financial impact to the City.

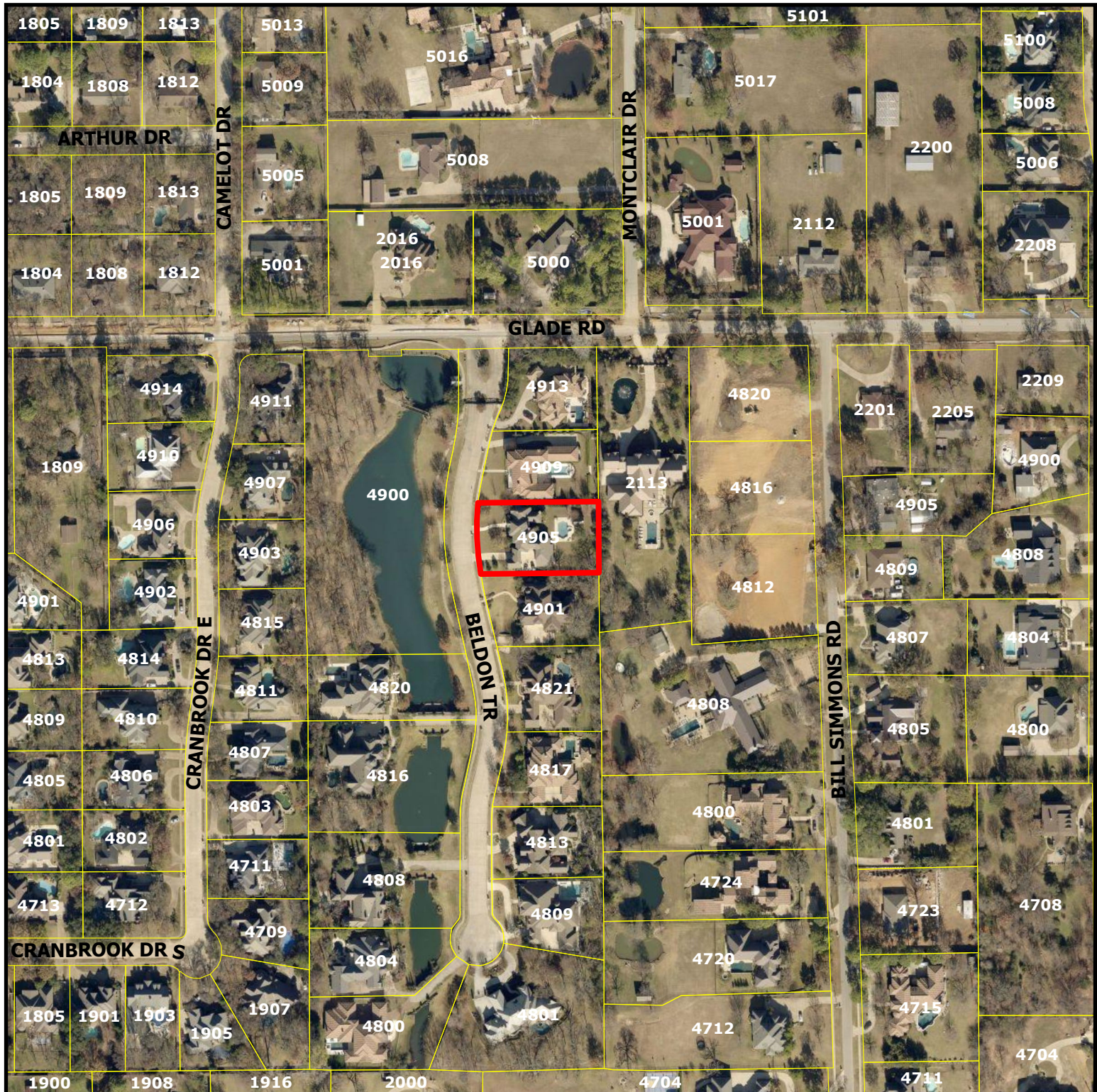
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Elevations
7. Letters of Support
8. Notification Map
9. Notification Letter
10. Ordinance O-25-2356

Aerial Map



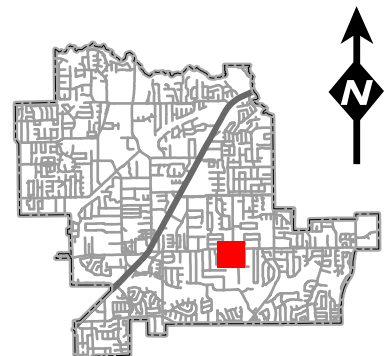
ZC25-029

4905 Beldon Trail

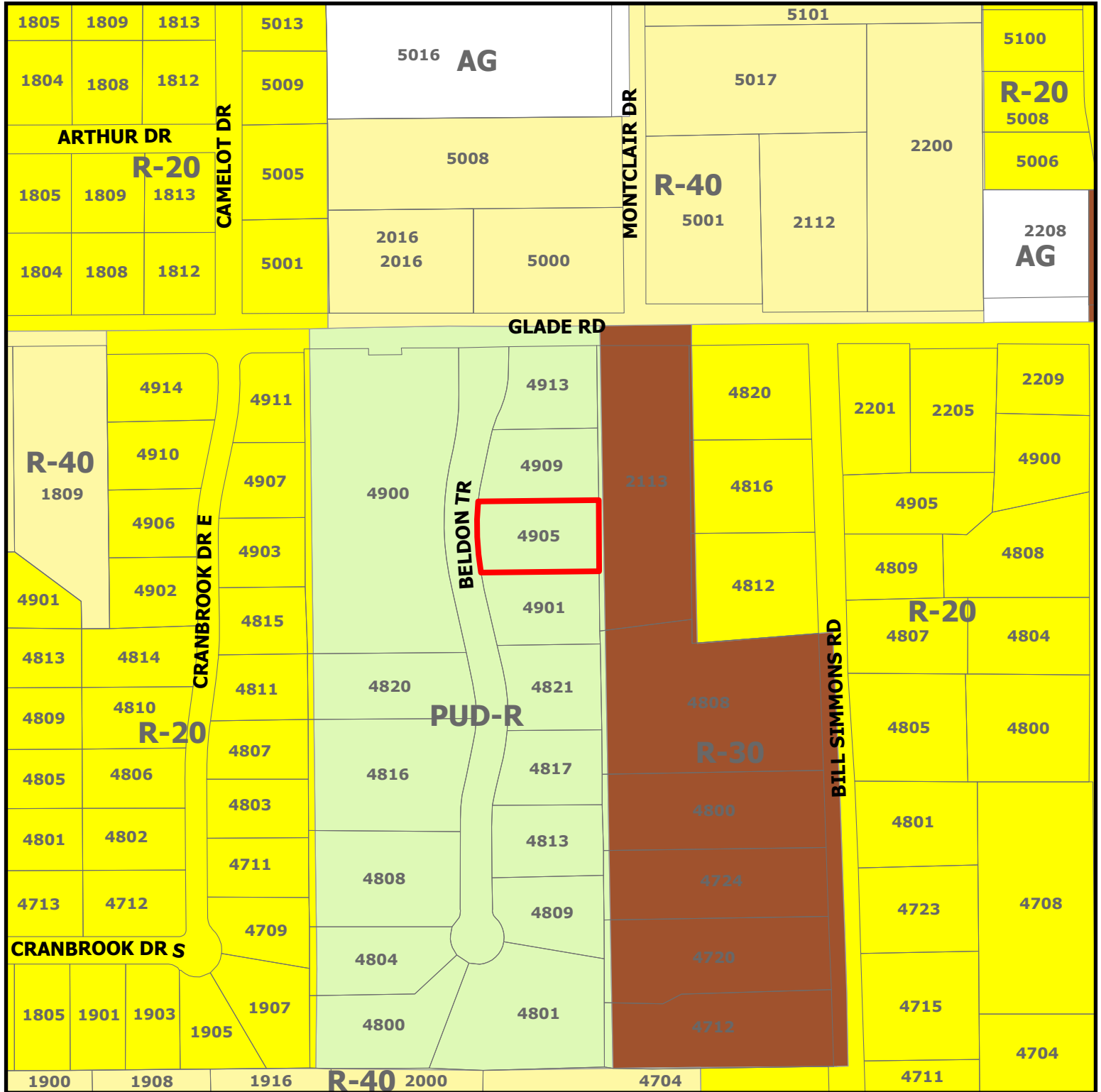
DISCLAIMER:

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

☐ Subject Property



Zoning Map

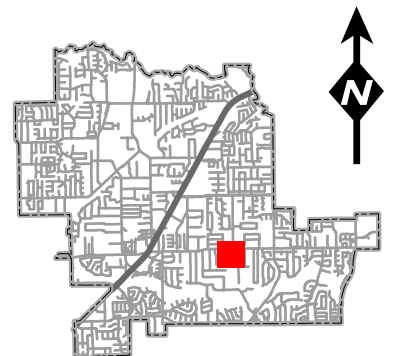


ZC25-029

4905 Beldon Trail

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 Subject Property



Future Land Use Map



DISCLAIMER:

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ZC25-029

4905 Beldon Trail

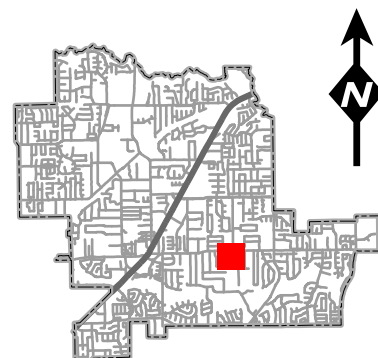
Residential



Water Body



Subject Property



10 October 2025

Request for Home Improvement Project Approval

Brian & Amy Steffek
4905 Beldon Trail
Colleyville, TX 76034

To Whom It May Concern,

The reason for the construction project is to spend more time with the family at home in the beautiful Beldon Hollow neighborhood. We will use this area for entertainment and family activities as the kids grow up over the next 10 years and our social network expands in the Colleyville community overall.

Please consider for approval our request for a home improvement project for a structural addition to our backyard per the details included in this package to the City of Colleyville. We will utilize local Colleyville resources for Engineering, Construction Services, and materials where applicable for this project to maximize the local content. Our plans for this multi-purpose room meet all property boundary requirements and elevation limitations. This detached, one-story structure will be made to seamlessly match the existing home with the like materials for brick, roofing, and paint colors. There will not be any plumbing inside the structure as it will not be an inhabited addition by the family.

Thank you for your consideration.

Sincerely,

Brian & Amy Steffek

DATE: 22 SEP 2025

THE DESIGN STUDIO OF
JAMIE LINN

817-733-7173

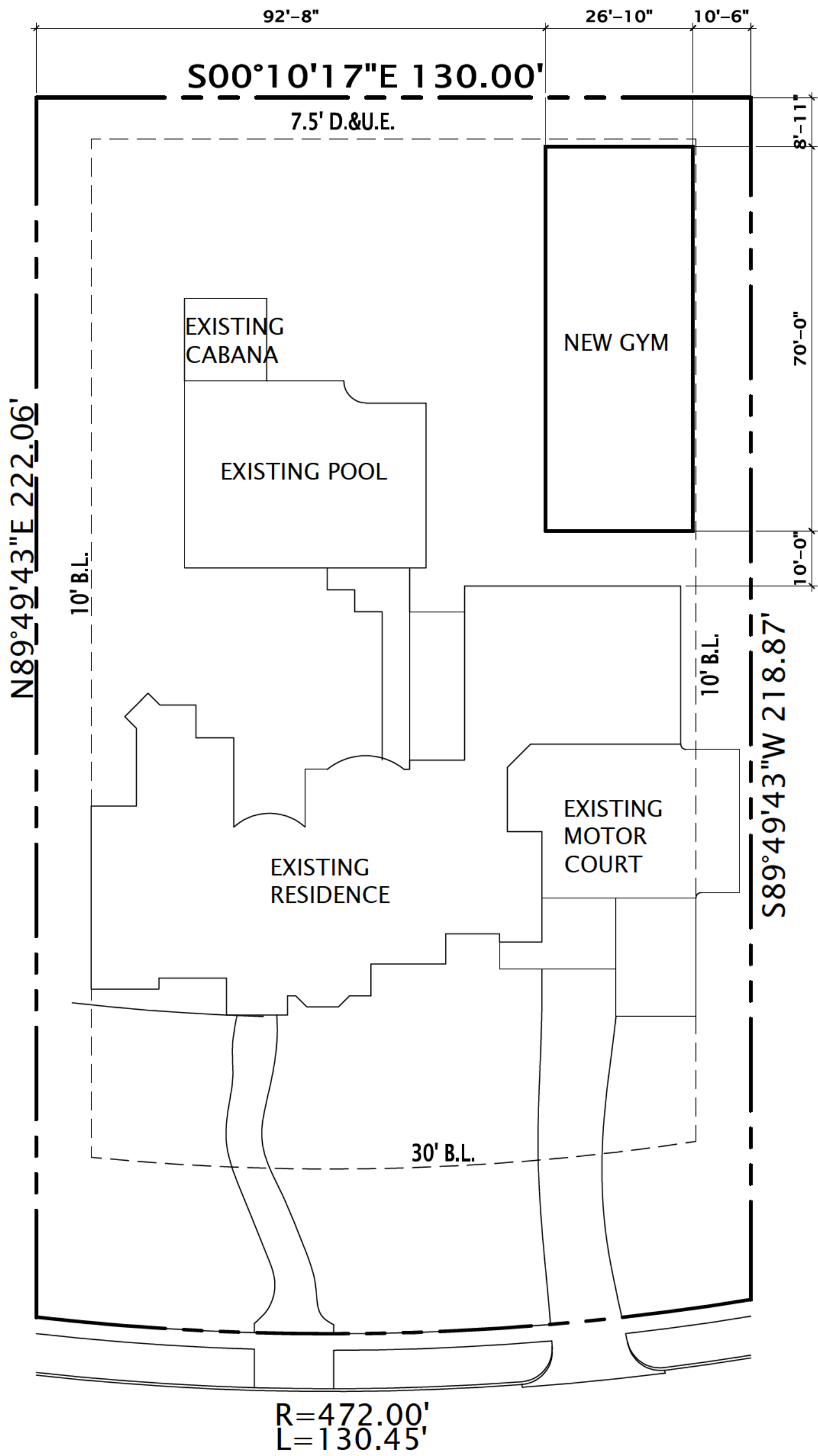
LOT 3 BLOCK 1
4905 BELDON TRAIL
COLLEYVILLE, TX

STEFFEK RESIDENCE

BUILDER CUSTOM HOMES

SP. 1

OF 1 SHEETS



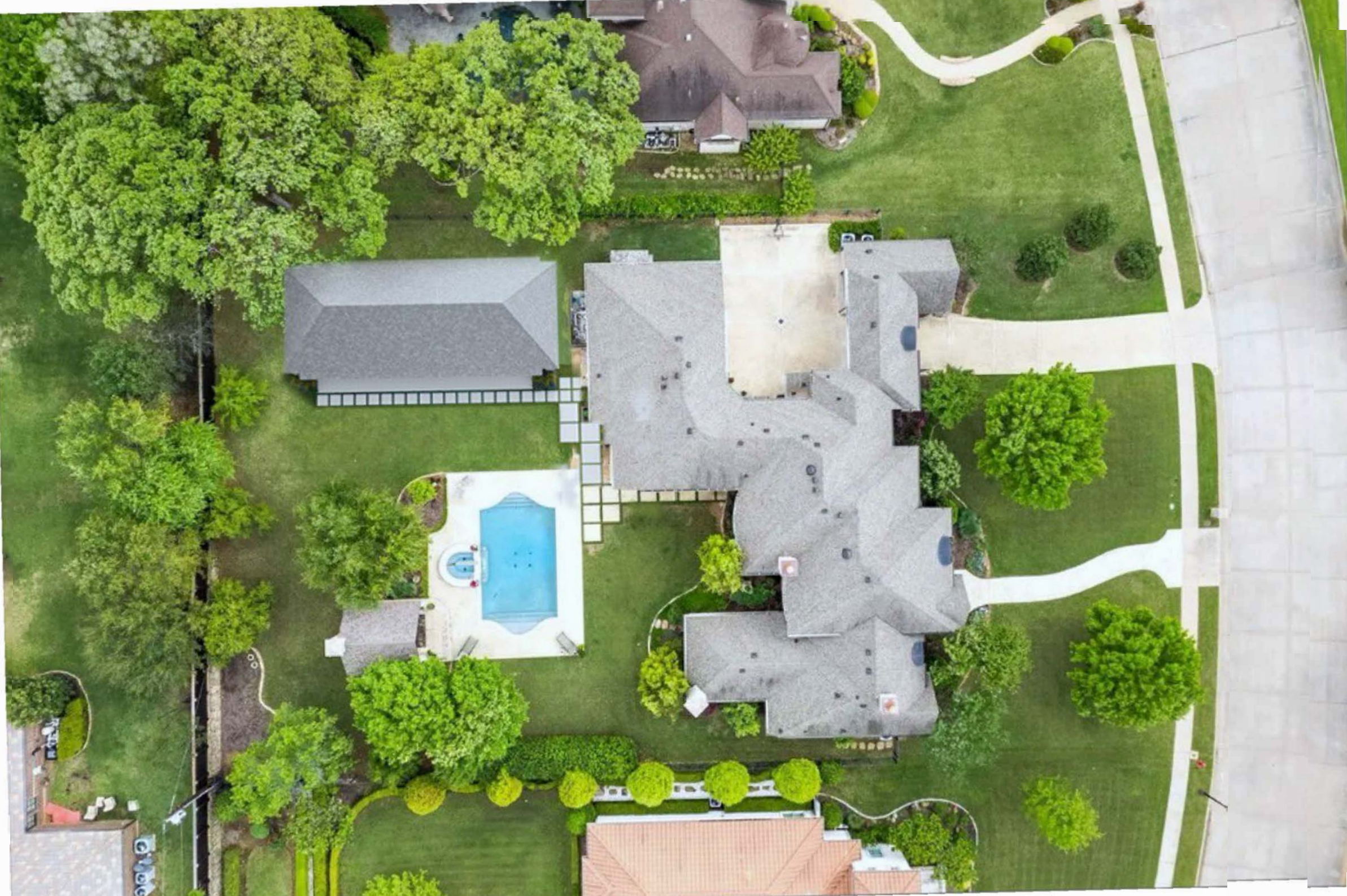
LOT COVERAGE ALLOWANCES

NEW FOUNDATION	1,878 SQ. FT.
EXISTING FOUNDATION	5,065 SQ. FT.
FLATWORK SQ. FT. (1858+1081)	2,939 SQ. FT.
POOL, PATIO & OTHER COVERAGE SQ. FT.	1,903 SQ. FT.
TOTAL COVERAGE SQ. FT.	11,785 SQ. FT.
29,051 SQ. FT. LOT	
60 % MAXIMUM COVERAGE ALLOWED	40.57% COVERAGE

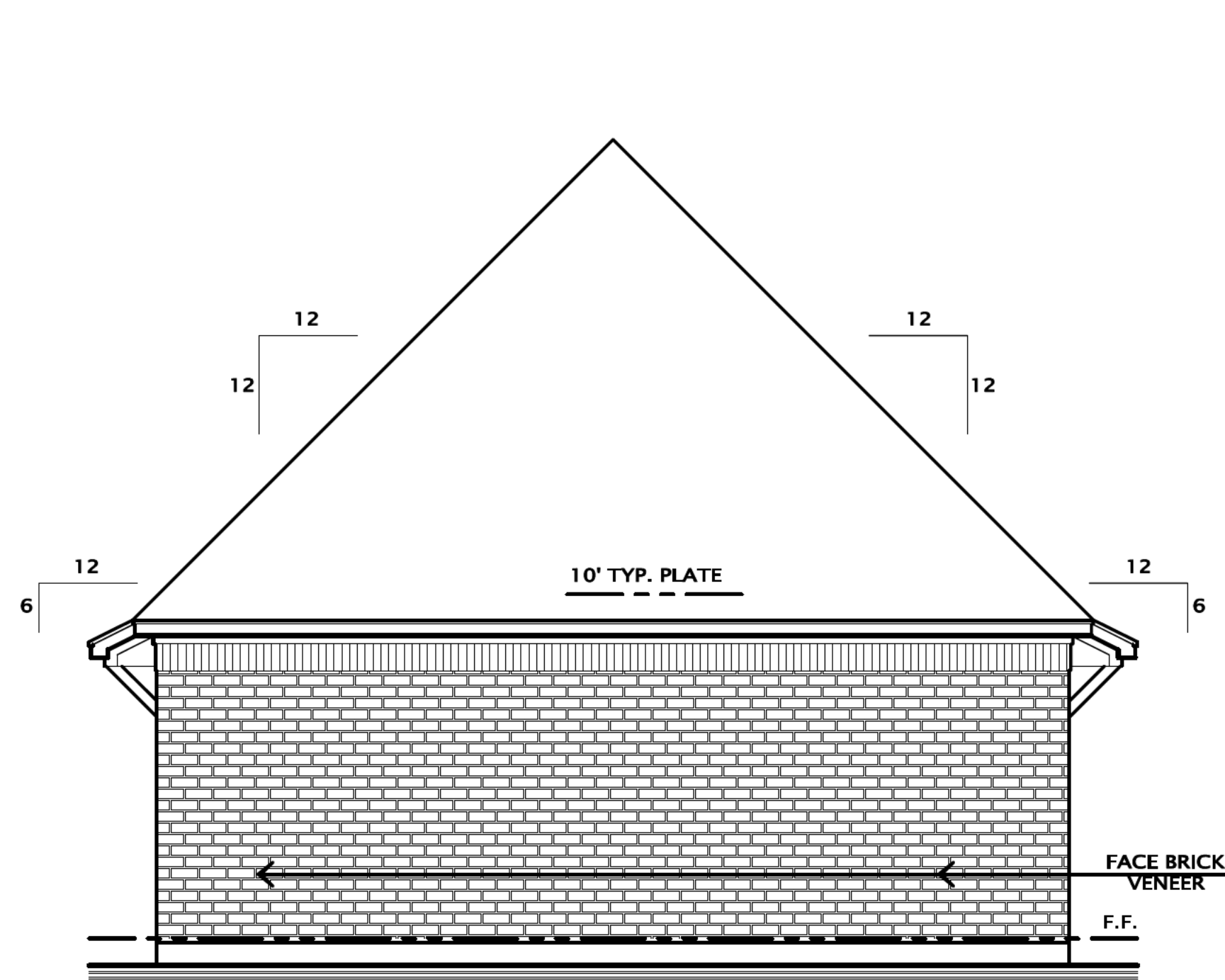
LOT 3 BLOCK 1
BELDON HOLLOW
CITY OF COLLEYVILLE
TARRANT COUNTY, TX
SITE PLAN



SCALE: 1" = 20'-0"

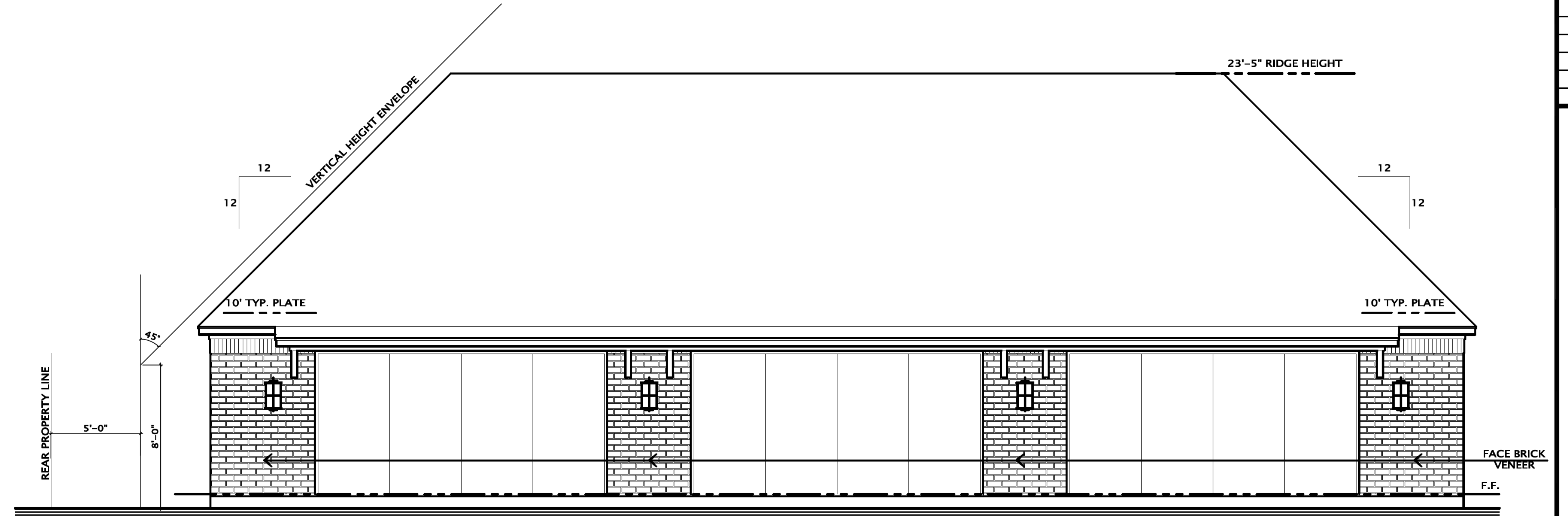






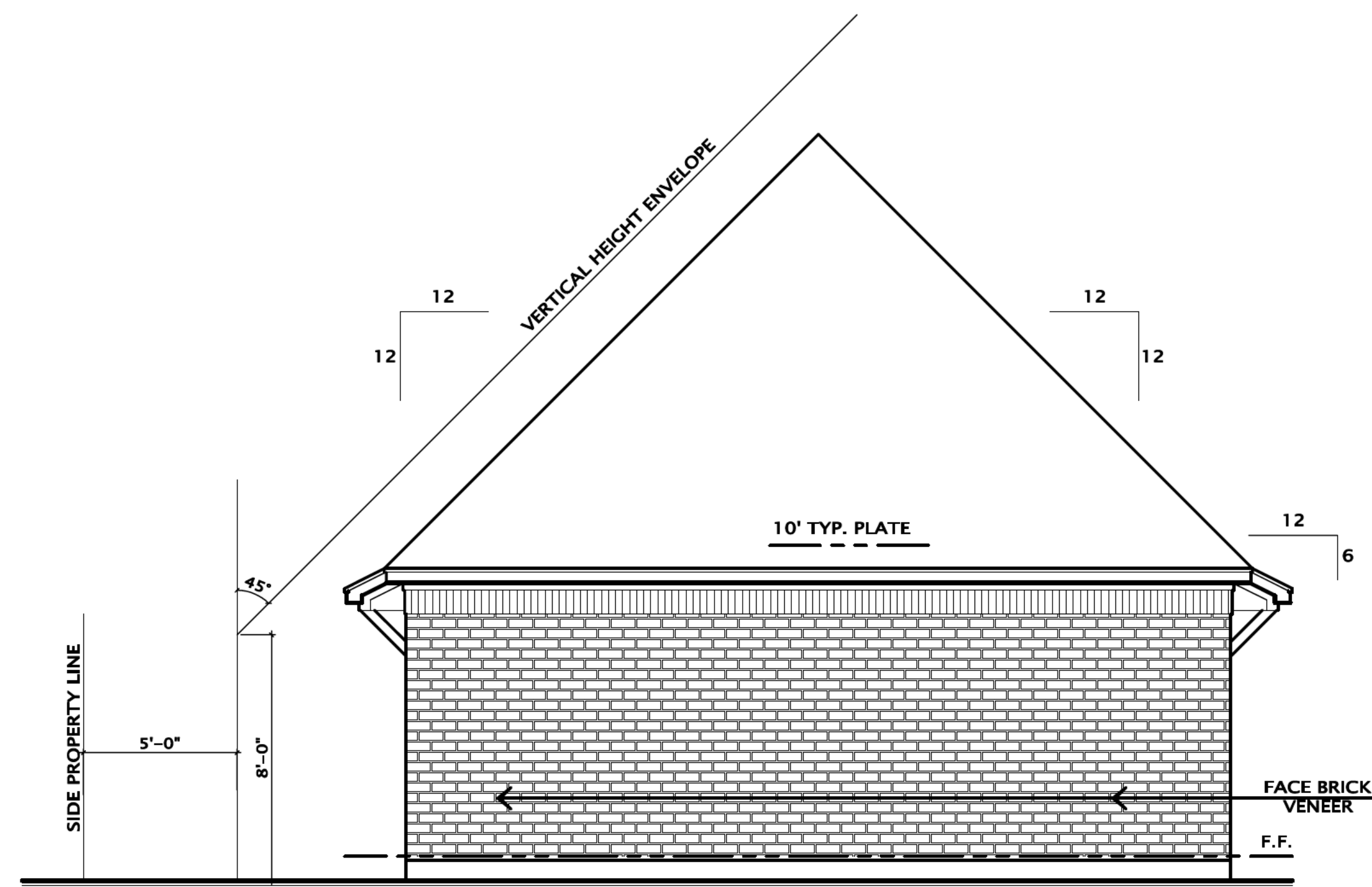
SIDE ELEVATION

SCALE: 1/4" = 1'-0"



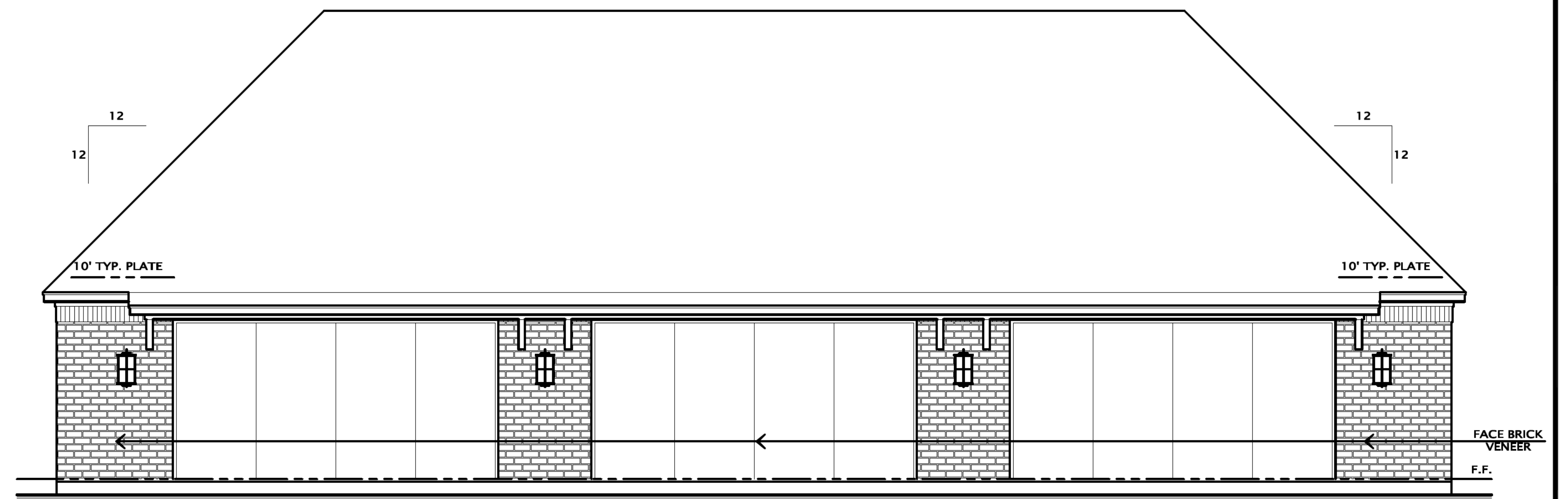
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

NOT FOR
CONSTRUCTION

DATE 22/SEP./2025

817-733-7173

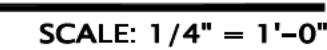
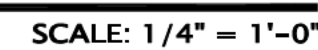
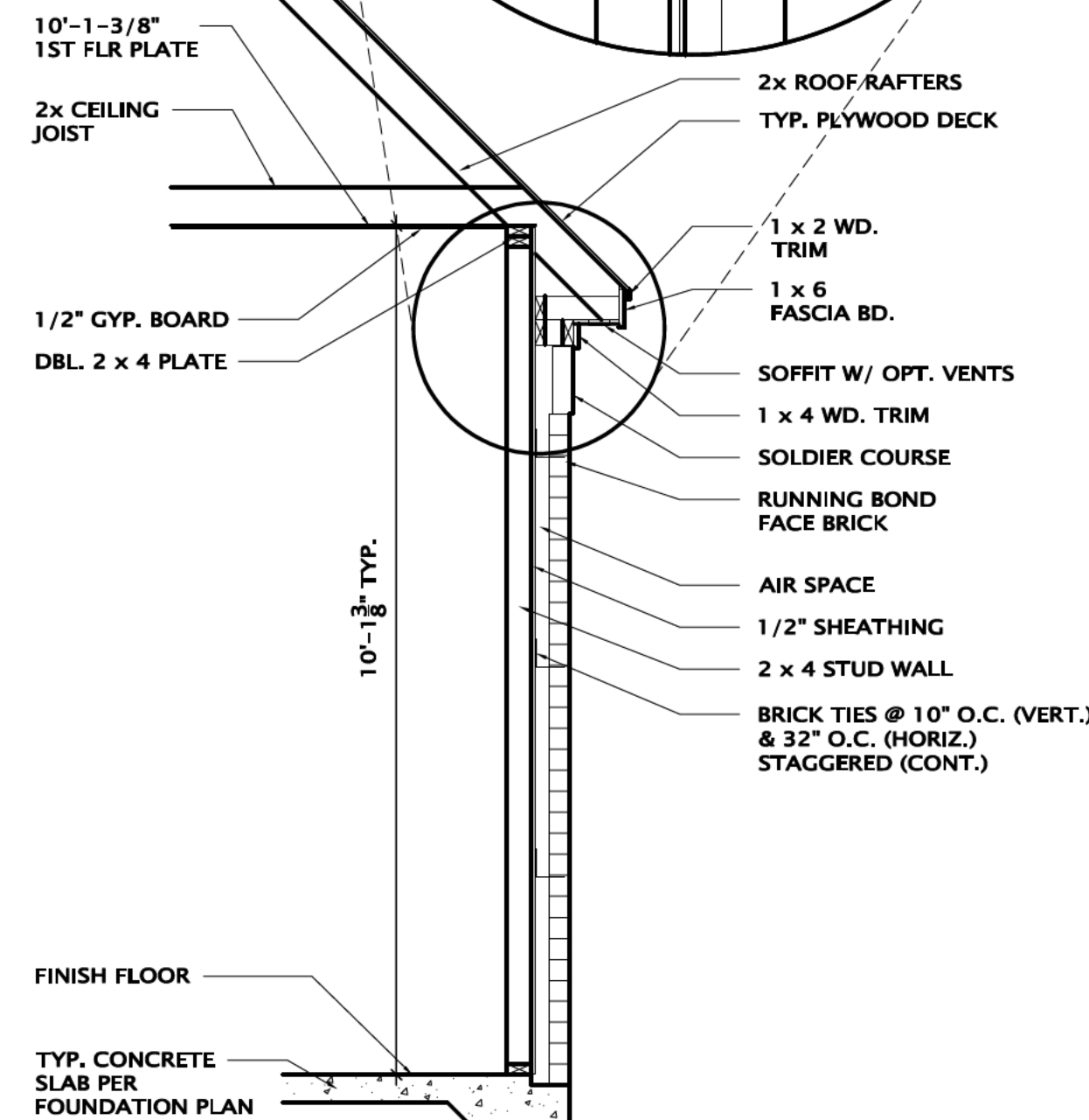
THE DESIGN STUDIO OF
JAMIE LINN

LOT 3 BLOCK 1
4905 BELDON TR.
COLLEYVILLE, TX

STEFFEK GYM
BUILDER CUSTOM HOMES

A.1
OF 2 SHEETS

**EXACT DETAILS SUBJECT TO ELEVATIONS AND
MATERIAL SELECTIONS FOR EACH PROJECT**



NOTES:

- ALL ELECTRIC FIXTURES, OUTLETS, CANS, ETC. TO BE VERIFIED IN TYPE AND LOCATION AS SELECTED
- VERIFY EXTERIOR LIGHTING
- VERIFY HOSE BIB LOCATIONS
- VERIFY WATER HEATER LOCATION
- VERIFY GUTTERS AND DOWNSPOUTS WITH RAINFALL VOLUME CALCULATIONS
- SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS TO BE INSTALLED ACCORDING TO CODE. EXACT LOCATIONS SUBJECT TO VERIFICATION.
- ALL MATERIALS, ROOF PITCH, COLORS, ETC. TO MATCH EXISTING RESIDENCE.
- PLAN ALLOWS FOR 2X6 EXTERIOR WALLS

A.2
OF 2 SHEETS

October 8th, 2025

--Neighbor Review & Comments To Planned Home Addition--

Note below regarding planned improvement address:

Brian & Amy Steffek
4905 Beldon Trail
Colleyville, TX 76034

Direct neighboring property to the north:

Don Ferrando
4901 Beldon Trail
Colleyville, TX 76034

To Whom It May Concern,

I, Don Ferrando, have reviewed with my neighbor, Brian Steffek, at his request, the architectural drawings and 3D model pictures for his planned ~1,900 sf foundation, one-story structure his family would like to build in his backyard. I appreciate Brian taking the time to ask my opinion and go through the details with me.

After my review with Brian, I support the project. I believe this improvement will be a welcomed addition for his active young family.

Sincerely,

A handwritten signature in black ink that reads "Don Ferrando". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

Don Ferrando

7:50



 **Inbox** **4905 Submittal for Archi...**  

From: George Grubbs Jr. [REDACTED]
Sent: Thursday, October 9, 2025 7:51 AM
To: Brian Steffek [REDACTED]
Subject: Re: 4905 Submittal for Architectural Control Committee

Brian,
As a board member, I have approved your request and think it was well planned and well presented. Thanks for the details and for checking with Don. Look forwards to meeting you soon.
George Grubbs, Jr.
4809 Beldon Trail
[REDACTED]

From: Brian Steffek
[REDACTED]

Date: Thursday, October 9, 2025 at 6:54 AM
To: Jyothi Chennu [REDACTED]
Cc: Frank McDonald

[REDACTED] George Grubbs
[REDACTED] Jr. [REDACTED] Mike Risley
[REDACTED]

Subject: Re: 4905 Submittal for Architectural Control Committee

Addition letter from Don Ferrando supporting the project as my neighbor. The city said this is good to have and shows due diligence.

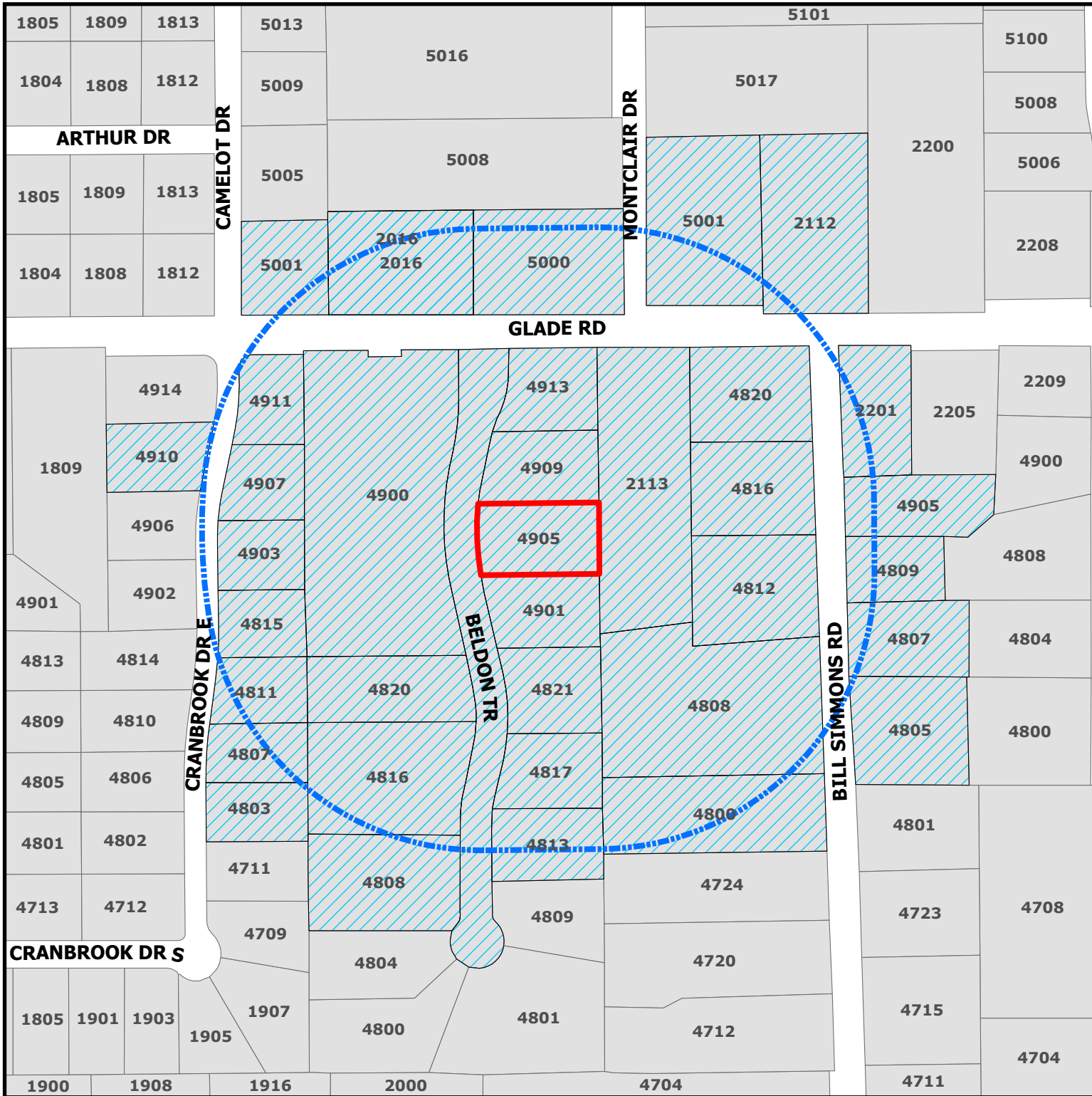
Brian

Get [Outlook for iOS](#)

From: Brian Steffek [REDACTED]
Sent: Wednesday, October 8, 2025 9:45:20 AM
To: Jyothi Chennu [REDACTED]
Cc: Frank McDonald



Notification Map



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.

ZC25-029

4905 Beldon Trail



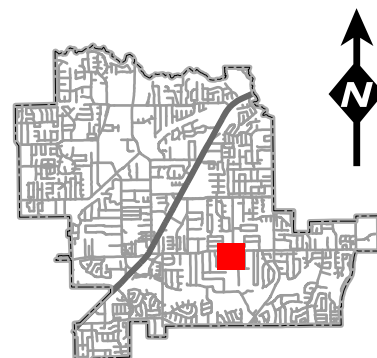
Subject Property



Buffer



Parcels to be notified





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, November 10, 2025 at 7:00p.m.
City Council Meetings: Tuesday, December 2, 2025 & Tuesday, December 16, 2025 at 7:00p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit (SUP) for an Accessory Building on Lot 3, Block 1, Beldon Hollow, located at 4905 Beldon Trail, Case ZC25-029. The applicant is requesting the Special Use Permit to allow for an accessory building exceeding the size permitted by the Land Development Code. Per Section 3.27, an application to exceed the total square footage authorized may be approved as a Special Use Permit.

Zoning Case: ZC25-029

Applicant: Rodney Owens

Owner: Brian Steffek

Location: 4905 Beldon Trail

Property Description: Lot 3, Block 1, Beldon Hollow

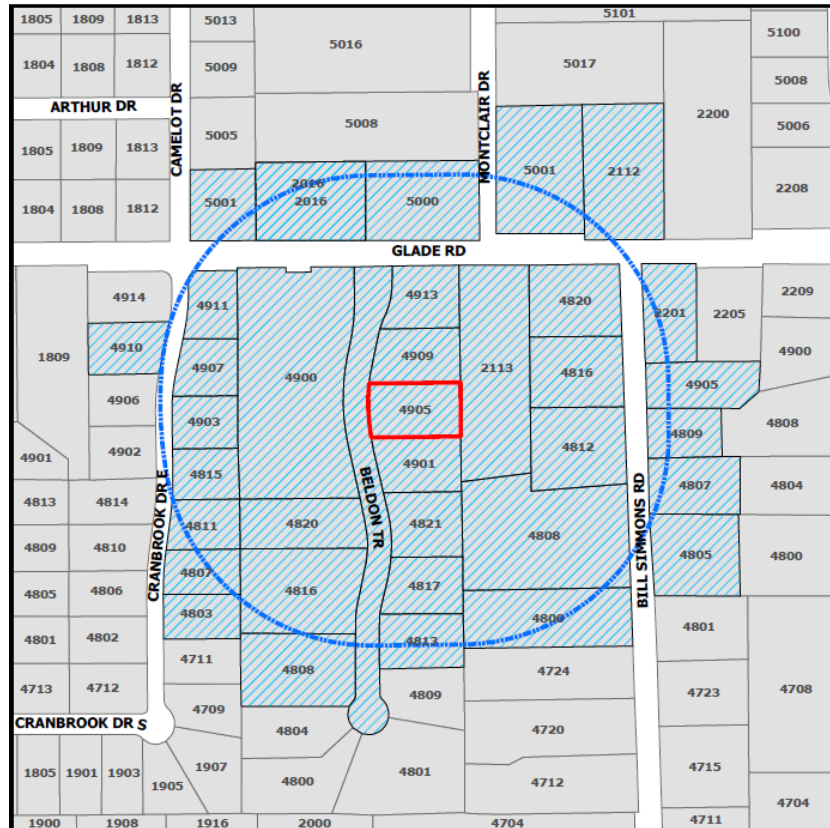
Present Zoning: PUD-R Planned Unit Development – Residential

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

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

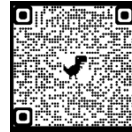
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

NOTICE OF PUBLIC HEARING



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

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 zoning case number when requesting information.

Chris Pham

Chris Pham
Planner

ORDINANCE O-25-2356

AMENDING THE ZONING ON APPROXIMATELY 0.66 ACRES, BEING LOT 3, BLOCK 1, BELDON HOLLOW, LOCATED AT 4905 BELDON TRAIL, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR AN ACCESSORY BUILDING; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received a request for a Special Use Permit (Case ZC25-029) to allow for an accessory building for the real property described as Lot 3, Block 1, Beldon Hollow, located at 4905 Beldon Trail, as further described and depicted on Exhibit "A" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned PUD-R Planned Unit Development - Residential; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville, has considered and made recommendations on the request, having given the requisite notices, and having held due hearings and affording a full and fair opportunity for all persons interested in the matter to be heard; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council finds that this amendment is in conformance with the Comprehensive Plan for the City of Colleyville and promotes the general health, safety, and welfare of this community.

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

- Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on the Subject Property, by authorizing a Special Use Permit to allow for an accessory building, as depicted.

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the City's Comprehensive Zoning Ordinance and Land Development Code, as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall allow for the construction of an accessory building.

b. It shall be consistent with the elevations and as depicted on the attached Exhibit "B".

c. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-6 of the Code of Ordinances for the City of Colleyville.

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

Sec. 7. THAT 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. 8. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of December 2025.

The second reading and public hearing being conducted on the 16th day of December 2025.

APPROVED BY A VOTE OF ____ AYES AND ____ NAYS ON THIS THE 16TH DAY OF DECEMBER 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	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Aerial Map

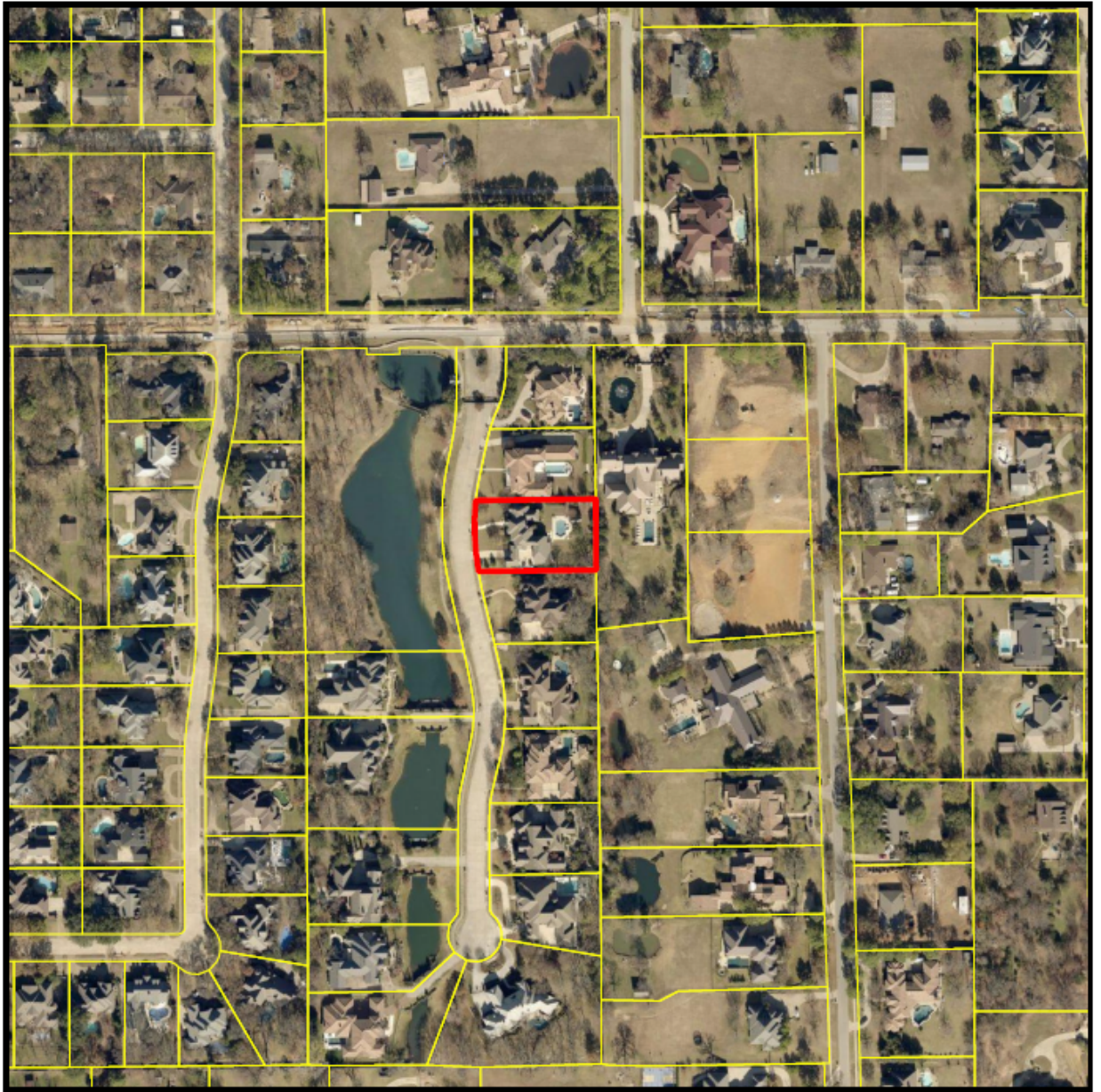
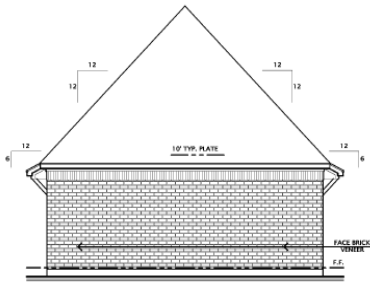
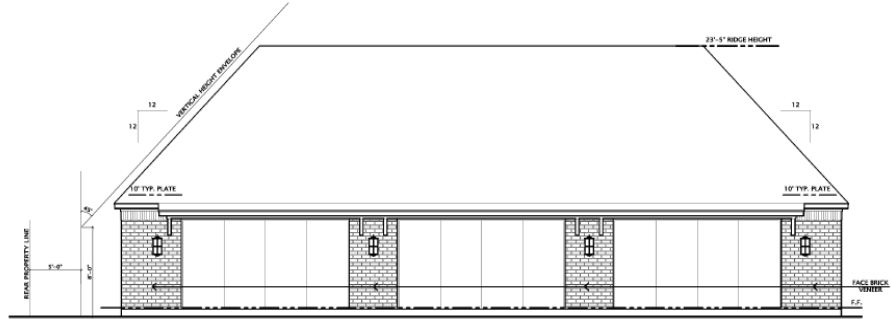


Exhibit "B" – Elevations



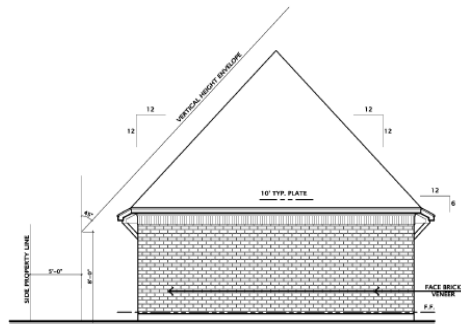
SIDE ELEVATION

SCALE: 1/4" = 1'-0"



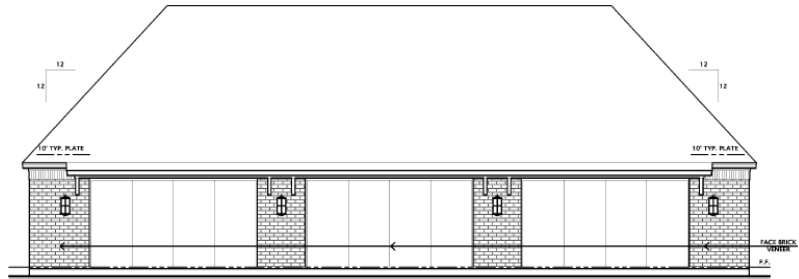
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

NOT FOR
CONSTRUCTION

DATE 22/SEP/2025

817-733-7173

JAMIE LINN

LOT 3 BLOCK 1
4905 BELDON TR.
COLLEYVILLE, TX

**STEFFEK GYM
BUILDER CUSTOM HOMES**

A.1
OF 2 SHEETS



RESOLUTION R-25-5100

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
DECEMBER 2, 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 2ND DAY OF
DECEMBER 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