



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, FEBRUARY 3, 2026

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

CALL TO ORDER

- WS-1** Discussion of an amendment to Chapter 3 of the Land Development Code regarding lot coverage
- WS-2** Discussion of golf carts on City streets
- WS-3** Discussion of the February 3, 2026, 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 Jeff Strickland, Journey Church

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-26-5115

- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5116**
 - 4a** Approval of the January 21, 2026, City Council minutes
 - 4b** Approval of a Professional Services Agreement with Halff Associates, Inc., in an amount not to exceed \$313,400.00, for the preliminary design of the Bedford Road Bridge Project, plus direct reimbursable expenses not to exceed \$10,000, and authorizing the City Manager to execute the agreement
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-26-2358**

Consideration of a rezoning from RD Two-Family Residential to PUD-R Planned Unit Development Residential on Lots 1-12, Block 1; Lots 1-14, Block 2; Lots 1-30, Block 3; and Lots 1-34, Block 4, of the Fox Meadows Addition, Case ZC25-030
- 6. CITIZEN COMMENTS**
- 7. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 3, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5117**
- 8. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards on *Wednesday, January 28, 2026*, 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 2/3/2026

Type Worksession

Department Community Development

Title

Discussion of an amendment to Chapter 3 of the Land Development Code regarding lot coverage

Explanation

Discussion at a previous City Council Worksession regarding the maximum lot coverage regulation resulted in possibly increasing the allowance for certain accessory buildings. This item provides for discussion on whether the draft amendment to the Land Development Code is in line with the discussion. The proposed amendment states that the lot coverage may be exceeded by up to four percent (4%) for detached, accessory structures open on at least two sides.

Attachments

1. Discussion of Amendments to Ch. 3 - Amendment to Lot Coverage Presentation
2. Schedule of District Regulations
3. Ch. 3 Land Use



Lot Coverage Amendment

February 3, 2026
Council Worksession



Lot Coverage. The percentage of the total lot area occupied by the footprint of the buildings located on the lot.

- Rule of thumb: includes anything “under-roof”

Impervious Coverage. The combined area occupied by all principal and accessory buildings, structures, and paved parking, patio, sidewalk and driveway areas.

- Added to the LDC in December 2018 with a goal to protect green space

Recent Issues

- Single-story trend
- Outdoor space: pavement authorized but no additional enclosure/covering is permitted

The ultimate goal is to protect green/open space.

Approved Option: Increase the lot coverage for selected types of buildings

- Increase by 4% but only for accessory buildings open on at least 2 sides
 - Example for R-20:

Lot Coverage for House:	30%	
Additional for Accessory Bldg*:	4%	(total lot coverage = 34%)
Impervious Coverage:	60%	

* Must be open on at least 2 sides

SECTION 3.24.G – SCHEDULE OF DISTRICT REGULATIONS

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



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

Zoning Districts		Minimum Lot Size Requirements				Max. Lot Size	Minimum Yard Requirements**			Max. Building Height		Max. Lot Coverage	Max. Impervious Coverage
		Area (sq. ft.)		Min. Width in feet	Min. Depth in feet		Front/Street ROW Side (feet)	Internal Side (feet)	Rear (feet)	Stories	Feet	Percent	Percent
Classification		Per Family	Total										
AG	Agricultural	130,880	130,880	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%
RE	S.F. "Estate" Residential	80,000	80,000	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%
R-40	Single Family Residential	40,000	40,000	150'	150'	n.a.	40'	15'	25'	2.5	35'	20% (E)	50%
R-30	Single Family Residential	30,000	30,000	125'	125'	n.a.	35'	10'	25'	2.5	35'	25% (E)	55%
R-20	Single Family Residential	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%
R-15	Single Family Residential	15,000	15,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%
R-D	Two Family Residential	4,000	8,000	70'	115'	n.a.	25'	10'	25'	2.5	30'	50%	60%
R-MF	Mufti-Family Residential (zoned after June 16, 1961)	2,700	18,000	70'	115'	n.a.	25'	10'	25'	2.0	30'	50%	80%
R-MF	Mufti-Family Residential (zoned before June 16, 1961)	1,500	10,000	70'	115'	n.a.	25'	10'	25'	3.0	30'	75%	80%
MH	Mobile Home (Minimum size of mobile home park - 40 spaces)	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	30'	30%	40%
C-PO	Professional Office Commercial	n.a.	7,200	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%
CN	Neighborhood Commercial	n.a.	10,000	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%
CC1	Village Retail	n.a.	15,000	150'	120'	5 acres	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	50%	80%
CC2	Shopping Center	n.a.	20,000	150'	120'	none	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	60%	80%
CC3	Highway Commercial	n.a.	10,000	150'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	70%	80%
ML	Light Manufacturing	n.a.	10,000	100'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	60%	80%

F. District Regulation Notes

- A. To achieve the “urban village” design, front yards may be varied to as little as 10’ from the front property line if required parking is setback not less than forty feet (40’) from the front property line.
- B. Where abutting a lot zoned or used for residential purposes (RE through MH) there shall be a twenty-five (25’) foot side yard.
- C. Side or rear yards not required where no windows or other openings for light or entry face the yard, and not adjacent to single family.
- D. Where abutting a lot zoned or used for residential purposes (RE through MH) there shall be a twenty-five (25’) foot rear yard.
- E. The lot coverage may be exceeded by up to four percent (4%) for detached, accessory structures open on at least two (2) sides. The structures shall maintain compliance with the regulations for accessory buildings within Section 3.27 of this chapter.

Example – Preston Manor



R-20 District

Lot Area: 20,038 SF

Max. Lot Coverage = 30%

Max. Impervious Coverage = 60%

House = 6,048 SF = **30%**

Driveway & Sidewalk = 1,279 SF

Pool & Deck = 1,629 SF

Total Impervious = 8,956 SF = **44.7%**



Example – Preston Manor



R-20 District

Lot Area: 20,038 SF

Max. House Lot Coverage = 30%

Max. Accessory Bldg Size = 4%

Total Lot Coverage = 34%

Max. Impervious Coverage = 60%

House = 6,048 SF = **30%**

Patio Cover/Storage = 800 SF = 4%

Driveway & Sidewalk = 1,279 SF

Pool & Deck = 1,629 SF

Total Impervious = 9,756 SF = **48.7%**



Example – Legacy North



PUD-R with R-20 District Standards

Lot Area: 20,002 SF

Max. Lot Coverage = 30%

Max. Impervious Coverage = 60%

House = 5,912 SF = **29.6%**

Driveway & Sidewalk = 2,612 SF

Pool & Deck = 1,788 SF

Total Impervious = 10,312 SF = **51.6%**



Example – Legacy North



PUD-R with R-20 District Standards

Lot Area: 20,002 SF

Max. Lot Coverage = 30%

Max. Accessory Bldg Size = 4%

Total Lot Coverage = 34%

Max. Impervious Coverage = 60%

House = 5,912 SF = **29.6%**

Patio Cover/Storage = 800 SF = 4%

Driveway & Sidewalk = 2,612 SF

Pool & Deck = 1,788 SF

Total Impervious = 10,312 SF = **55.6%**



Example – Oak Alley



PUD-C with R-30 District Standards

Lot Area: 30,011 SF

Max. Lot Coverage = 25%

Max. Impervious Coverage = 55%

House = 7,493 SF = **24.97%**

Driveway & Sidewalk = 3,290 SF

Pool & Deck = 2,767 SF

Total Impervious = 13,550 SF = **45.15%**



Example – Oak Alley



PUD-C with R-30 District Standards

Lot Area: 30,011 SF

Max. House Lot Coverage = 25%

Max. Accessory Bldg Size = 4%

Total Lot Coverage = 29%

Max. Impervious Coverage = 55%

House = 7,493 SF = **24.97%**

Patio Cover/Storage = 1,200 SF = 4%

Driveway & Sidewalk = 3,290 SF

Pool & Deck = 2,767 SF

Total Impervious = 14,750 SF = **49.15%**



Questions/Comments

SECTION 3.24.G – SCHEDULE OF DISTRICT REGULATIONS

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

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

Zoning Districts	Minimum Lot Size Requirements				Max. Lot Size	Minimum Yard Requirements**			Max. Building Height		Max. Lot Coverage	Max. Impervious Coverage	
	Area (sq. ft.)	Per Family	Min. Width in feet	Min. Depth in feet		Front/Street ROW Side (feet)	Internal Side (feet)	Rear (feet)	Stories	Feet			Percent
AG Agricultural	130,880	130,880	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%	
RE S.F. "Estate" Residential	80,000	80,000	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%	
R-40 Single Family Residential	40,000	40,000	150'	150'	n.a.	40'	15'	25'	2.5	35'	20% (E)	50%	
R-30 Single Family Residential	30,000	30,000	125'	125'	n.a.	35'	10'	25'	2.5	35'	25% (E)	55%	
R-20 Single Family Residential	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%	
R-15 Single Family Residential	15,000	15,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%	
R-D Two Family Residential	4,000	8,000	70'	115'	n.a.	25'	10'	25'	2.5	30'	50%	60%	
R-MF Multi-Family Residential (zoned after June 16, 1961)	2,700	18,000	70'	115'	n.a.	25'	10'	25'	2.0	30'	50%	80%	
R-MF Multi-Family Residential (zoned before June 16, 1961)	1,500	10,000	70'	115'	n.a.	25'	10'	25'	3.0	30'	75%	80%	
MH Mobile Home (Minimum size of mobile home park - 40 spaces)	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	30'	30%	40%	
C-PO Professional Office Commercial	n.a.	7,200	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%	
CN Neighborhood Commercial	n.a.	10,000	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%	
CC1 Village Retail	n.a.	15,000	150'	120'	5 acres	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	50%	80%	
CC2 Shopping Center	n.a.	20,000	150'	120'	none	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	60%	80%	
CC3 Highway Commercial	n.a.	10,000	150'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	70%	80%	
ML Light Manufacturing	n.a.	10,000	100'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	60%	80%	

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

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

- f. A letter of permission shall be provided by the property owner stating that the temporary batch plant will be used to provide concrete/asphalt for the same site where it is located and no other project(s). The letter must also state that the site will be left in good or better condition.
- g. The application must state the amount of time that the temporary batch plant will be in operation. The permit duration shall not exceed 30 days from the date of issuance. The Administrative Official may extend the permit for an additional 30 days with good cause. Only one permit may be issued for a given parcel of property within a 12 month period.
- i. The Public Works Director shall determine if additional materials testing is required and may determine the testing personnel required. Any cost of testing shall be paid by the applicant.
- j. The batch plant shall not be used as a batching facility for any other site other than the site on which it is located and no concrete, asphalt and/or any raw materials may be sold from said plant.
- k. Any appeal or waiver from the requirements of this section shall require final approval by the City Council.

E. Outdoor Storage; Screening and Hours of Operations

Zoning Districts		Outdoor Storage Allowed	Screening Requirements Adjacent to Single Family	Hours of Operation
CPO	Professional Office Commercial	No	8'	Daytime only
CN	Neighborhood Commercial	No	8'	Daytime only
CC1	Village Retail	No	8'	24 hours
CC2	Shopping Center	No	8'	24 hours
CC3	Highway Commercial	Yes	8'	24 hours
ML	Light Manufacturing - Industrial	Yes	8'	24 hours

F. District Regulation Notes

- A. To achieve the “urban village” design, front yards may be varied to as little as 10’ from the front property line if required parking is setback not less than forty feet (40’) from the front property line.
- B. Where abutting a lot zoned or used for residential purposes (RE through MH) there shall be a twenty-five (25’) foot side yard.
- C. Side or rear yards not required where no windows or other openings for light or entry face the yard, and not adjacent to single family.
- D. Where abutting a lot zoned or used for residential purposes (RE through MH) there shall be a twenty-five (25’) foot rear yard.
- E. The lot coverage may be exceeded by up to four percent (4%) for detached, accessory structures open on at least two (2) sides. The structures shall maintain compliance with the regulations for accessory buildings within Section 3.27 of this chapter.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 2/3/2026

Type Worksession

Department City Manager

Title

Discussion of golf carts on City streets

Explanation

This item will provide for discussion of golf cart regulations.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 2/3/2026

Type Worksession

Department City Secretary

Title

Discussion of the February 3, 2026, regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 2/3/2026

Type Executive Session

Department City Secretary

Title

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

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

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

Attachments

RESOLUTION R-26-5115

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF FEBRUARY 3, 2026**

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 3RD DAY OF FEBRUARY 2026.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-26-5116

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 3, 2026

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 January 21, 2026, City Council minutes
 - b. Approval of a Professional Services Agreement with Halff Associates, Inc., in an amount not to exceed \$313,400.00, for the preliminary design of the Bedford Road Bridge Project, plus direct reimbursable expenses not to exceed \$10,000, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF FEBRUARY 2026.

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

WEDNESDAY, JANUARY 21, 2026

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Wednesday, January 21, 2026, at 5:31 p.m.

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

ABSENT: Kimberly Holt Gunderson.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Assistant Fire Chief Tim Folden, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Fire Department Update

Fire Chief Mark Cantrell reviewed the Department's organizational chart, apparatus, equipment, technology, and awards. Chief Cantrell highlighted department training programs, and the new training building, which was constructed with capital funds and deployment revenue. The department's partnerships, community outreach programs, and call and response statistics were also presented.

WS-2 Discussion of the January 21, 2026, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 5:59 p.m. and called the Executive Session to Order.

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

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

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

Section 551.076 - Deliberation regarding Security - discussion of the City's Emergency Management Response and Mitigation Plan

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

There was no action taken and Mayor Lindamood adjourned Executive Session at 7:00 p.m.

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

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

ABSENT: Kimberly Holt Gunderson.

INVOCATION: Mayor Bobby Lindamood
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-26-5110

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

Presentation of the GFOA Budget Award – Mayor Bobby Lindamood and Finance Director Cassie Smith

Mayor Lindamood and the City Council, assisted by Finance Director Cassie Smith, announced the City had earned for the 32nd year in a row, the GFOA's Distinguished Budget Presentation Award for its budget for FY2025-2026.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5111

- 4a** Approval of the January 6, 2026, City Council minutes
- 4b** Approval to purchase a replacement Toro Multi Pro WM Turf Sprayer from Professional Turf Products, L.P., through the Buyboard Purchasing Cooperative in an amount not to exceed \$73,448.65, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the proposal
- 4c** Approval of the First Amendment to the Construction Services Agreement with Landscape Lighting of Fort Worth, Inc., dba Illuminations by Greenlee, for the SH26 Electrical and Lighting Extension Project in an amount not to exceed \$73,473.00, and authorizing the City Manager to execute the Amendment
- 4d** Approval of a VMWare License and Support Agreement, with SHI Government Solutions, Inc. (SHI), through the TIPS Purchasing Cooperative, in an amount not to exceed \$82,242.56, and authorizing the City Manager to execute the Agreement
- 4e** Approval of an agreement with CivicPlus, LLC, for website redevelopment and content management in an amount not to exceed \$84,404.72, for the initial twelve-month term, and a recurring annual fee for services thereafter in the initial amount of \$39,999.02, subject to increase in future annual terms, and authorizing the City Manager to execute the agreement

Mayor Lindamood read Resolution R-26-5111 in its entirety.

Director of Public Works and Parks and Recreation Lisa Escobedo presented item 4b.

Capital Projects Program Manager Elijah Dorminy presented item 4c. Mayor Lindamood noted the City is securing a quote to extend the lighting to Tinker Road.

ISM Manager Patrick Stotts introduced System Administrator Julian Smith who presented item 4d.

Assistant City Manager Adrienne Lothery presented item 4e. There was general discussion of cost and design.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Pro Tem Elder made a motion to approve Resolution R-26-5111, seconded by Councilmember Alphonso.

The motion 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, Ben Graves, and Tim Raine.

Absent: 1 - Kimberly Holt Gunderson.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - December 2025

Finance Director Cassie Smith reviewed the December 2025 Finance Report. She noted property taxes are due in January, with the majority of collections being received in December and January. Director Smith reviewed sales tax collection and provided a five-year recap and one-year regional benchmark.

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

6a Ordinance O-26-2357

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

Mayor Lindamood read the caption of Ordinance O-26-2357.

Finance Director Cassie Smith presented this item and noted the proposed rate was revaluated and the new Trinity River Authority (TRA) pass-through rate has been readjusted to reduce what was previously recommended.

There was general discussion of the TRA reporting and budget process.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Raine made a motion to approve Ordinance O-26-2357, seconded by Councilmember Graves.

The motion 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, Ben Graves, and Tim Raine.

Absent: 1 - Kimberly Holt Gunderson.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-26-5112

Approval of a resolution adopting the Tarrant County Multi-Jurisdiction Hazard Mitigation Action Plan

Mayor Lindamood read Resolution R-26-5112 in its entirety.

Emergency Management Coordinator Kenny Phillips presented this item and noted the City first adopted the Tarrant County Hazard Mitigation Action Plan (HAZMAP), in 2015. Per FEMA the plan is required to be updated and approved by each entity every five years. He said with the HAZMAP in place, a more sustainable and disaster-resistant city is created, strategies to lessen or eliminate the effects of potential hazards are identified, strategies are communicated to the state and federal partners, to help with funding if it becomes available, and public awareness is increased. He also noted because of the City's participation, the City has been eligible to apply for the Local Hazard Mitigation Action Plan grants, including one that offset seventy-five percent of the costs for a backup generator at City Hall, and a backup pump station generator.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Graves made a motion to approve Resolution R-26-5112, seconded by Deputy Mayor Pro Tem Richardson.

The motion 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, Ben Graves, and Tim Raine.

Absent: 1 - Kimberly Holt Gunderson.

7b Resolution R-26-5113

Approval of a resolution calling a General Election for the purpose of electing City Councilmembers to Place 3 and Place 4 and authorizing a joint election agreement and contract for election services with Tarrant County Elections Administration

Mayor Lindamood read Resolution R-26-5113 in its entirety.

City Secretary Christine Loven presented this item which calls for a General Election May 2, 2026, for Councilmember Places 3 and 4, authorizes a contract with Tarrant County Elections Administration and the use of the Annex A Colleyville Vote Center.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Alphonso made a motion to approve Resolution R-26-5113, seconded by Councilmember Raine.

The motion 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, Ben Graves, and Tim Raine.

Absent: 1 - Kimberly Holt Gunderson.

8. CITIZEN COMMENTS

There was no one present wishing to speak.

9. REPORTS

- September 9, 2025 Sign Board of Appeals Minutes
- December 8, 2025 Planning and Zoning Commission Minutes
- December 22, 2025 Planning and Zoning Commission Worksession Minutes

There was no action taken.

10. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR WEDNESDAY, JANUARY 21, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5114

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:04 p.m.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 2/3/2026

Number Resolution R-26-5116

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with Halff Associates, Inc., in an amount not to exceed \$313,400.00, for the preliminary design of the Bedford Road Bridge Project, plus direct reimbursable expenses not to exceed \$10,000, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This agreement is for the preliminary design of the Bedford Road Bridge project. The scope of services includes hydraulic and hydrologic analysis, environmental, and design services necessary to establish a preliminary design for elevating Bedford Road between Somerset Boulevard and Saddlebrook Drive, out of the Little Bear Creek floodplain.

Direct reimbursable expenses can include, but are not necessarily limited to, expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation and graphic boards, and similar incidentals.

Financial Impact

The funding source for the project is the Drainage Fund.

Recommendation

Approve

Attachments

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
BEDFORD ROAD BRIDGE PRELIMINARY DESIGN

This Professional Services Agreement (“Agreement”) is made by and between the **City of Colleyville, Texas** (“City”), and **Halff Associates, Inc.** (“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 data collection, hydraulic and hydrologic analysis, environmental, and preliminary design services for the replacement of the Bedford Road bridge and Little Bear Creek (“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. If after giving reasonable effort to provide such additional Services, Professional is unable to meet the requests outlined by the City above, Professional will not be liable for any damages or negative impacts incurred on behalf of the City, and will be compensated accordingly as negotiated for such additional Services.

(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 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 represents 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, 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, unless it is the acts of the City that lead to an increase in the costs to perform the Services.

(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 five (5) business days after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made. City must not unreasonably withhold their granting of an extension, and should City withhold their granting of an extension they must provide a written explanation detailing their reasoning.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, 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 in full by City as required by this Agreement, City shall own, have, keep and retain title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, in and to all Project Documents, in 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. In no event shall Professional be liable for any damages for City's reuse of the Project Documents on any other project. 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 negligent 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, redacted for confidential, proprietary, and/or trade secret under Texas law. 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 the 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 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 THREE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$313,400.00).

(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. If City withholds payment under this provision, they must provide Professional with a detailed explanation on their reasoning for such withholding.

(c) **Deductions.** Upon prior written notice and contingent upon the ability to cure by Professional, 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, upon prior written notice to Professional, 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 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 actively 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 fifteen (15) 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 completed prior to termination. Payment for work 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 reasonable 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 timely 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 a party require a modification of this Agreement, and in the event the Parties fail to agree upon a modification to this Agreement, a party 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 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 (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. Professional will have no liability to City for any damages, including consequential or liquidated, that City may suffer due to any suspension.

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.

UNLESS CAUSED BY THE ACTIONS OF THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, CITY SHALL NOT BE LIABLE FOR LOSS, DAMAGE, OR INJURY 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES) 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, SUCCESSORS OR PERMITTED ASSIGNS UNDER THIS AGREEMENT (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 timely 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 reimburse the City for the investigation of such claims.

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, or if the sender of the email has a reasonable belief that the intended recipient did not receive the email on the date and time sent.

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. Dispute Resolution

(a) The Parties agree that the laws of the State of Texas shall govern this Agreement. Any local laws that are to be followed are those of the locale in which the Services are being performed in; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas.

(b) “Dispute” means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

(c) Negotiation. In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(d) Mediation. Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section 13(c) above, the Parties shall endeavor to settle the Dispute by mediation. The Parties shall mutually agree on the mediator, and a location for the mediation to take place. Costs associated with mediation shall be shared equally by City and Professional. All reasonable requests for information made by one party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section 13(d) shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(e) Litigation. If the Dispute cannot be resolved by negotiation pursuant to Section 13(c) or mediation pursuant to Section 13(d), the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section 13(a) above. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys’ and expert witness’ fees and all fees, costs and expenses of any appeals.

Section 14. Waiver of Consequential and Liquidated Damages

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for contingent, consequential, liquidated, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

Section 15. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. City shall not unreasonably withhold their written consent for Professional’s assignment or sublet. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and executive and/or court orders applicable to the services under

this Agreement. (c) 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. (d) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (e) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (f) 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. (g) 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. (h) 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. (i) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (j) 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

HALFF ASSOCIATES, INC.

By: _____

Jerry Ducay
City Manager

By: _____



Jacob Hays, PE, LGPP
Director, Public Works

Date: _____

Date: January 15, 2026

Notice Address:

Notice Address:

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

Halff Associates, Inc.
Attn: Jacob Hays, PE, LGPP
2601 Meacham Boulevard, Suite 600
Fort Worth, TX 76137
E: jhays@halff.com

Colleyville Contract ID:
PSA_pk_August 26, 2024_v1.20220714

ATTACHMENT A

SCOPE OF SERVICES BEDFORD ROAD BRIDGE PRELIMINARY DESIGN FOR CITY OF COLLEYVILLE

Halff Associates, Inc. (CONSULTANT) shall perform the field and institutional data collection, hydraulic and hydrologic analysis, environmental, and design services necessary to establish a preliminary design for elevating Bedford Road between Somerset Boulevard and Saddlebrook Drive out of the Little Bear Creek floodplain (PROJECT) for the City of Colleyville (CLIENT).

TASK 1.0 – PROJECT MANAGEMENT AND COORDINATION

City Project Kickoff:

Within ten (10) business days of notice to proceed, the CONSULTANT will set up a kickoff meeting with the CLIENT to confirm design criteria and goals. The CONSULTANT will prepare the following items for discussion at the meeting:

- A meeting agenda
- A Design Summary Report (DSR) in TxDOT format for the subsequent TxDOT Design Concept Conference Meeting (DCC)
- The CONSULTANT will prepare a baseline project schedule indicating tasks, critical dates, milestones, deliverables and review requirements

Within five (5) business days of the meeting the CONSULTANT will prepare and distribute minutes of the meeting for CLIENT review and approval.

TxDOT Design Concept Conference:

CONSULTANT will coordinate with and schedule a DCC meeting with the TxDOT Fort Worth District Local Government Projects Coordinator to confirm and clarify scope and TxDOT funding specific requirements and review the DSR.

Within five (5) business days of the meeting the CONSULTANT will prepare and distribute minutes of the meeting for CLIENT and TxDOT review and approval.

Design Coordination:

The CONSULTANT shall attend a plans-in-hand review meeting to discuss comments and the resolution to said comments after each milestone submittal. For this scope, the CONSULTANT assumes a meeting will be held after the draft and final schematic (30%) submittals for a total of two (2) in-person meetings.

Project Reporting:

The CONSULTANT will submit invoices as the work progresses but not more frequently than monthly. Each invoice will be accompanied by a brief update of work completed for the period covered, list of tasks anticipated for the upcoming month, right-of-way acquisition status, critical issues, and an updated version of the project baseline schedule.

The CONSULTANT will conduct monthly conference calls with the CLIENT to update status and coordinate efforts.

Franchise Utility Coordination:

The CONSULTANT shall prepare and deliver a Utility Conflict Layout, Utility Conflict Matrix (UCM), and Utility Contact List identifying potential known conflicts based on the draft and final schematic (30%) design to support Utility Coordination Efforts for the projects final design to be prepared under a separate contract. These documents shall be based upon the subsurface utility engineering data collected under Task 2.0.

The layout and UCM shall include all existing utilities which are to remain in place, those to be abandoned or removed, and those to be adjusted. This layout will be utilized to monitor the necessity of relocation and evaluate alternatives and will serve as the utility base file for the design. The CONSULTANT will utilize the layout and UCM of existing utilities and determine the following:

- Facilities in conflict with the proposed project that are to be relocated and facilities to be abandoned in place or removed (conflict analysis).
- Facilities to remain in service and in place.

Project Management, Quality Assurance and Quality Control:

The CONSULTANT will prepare, implement, and document a formal QA/QC plan in accordance with the Public Works section of the CONSULTANTS Quality Assurance/Quality Control Program manual.

The CONSULTANT shall conduct regular coordination meetings with project sub-consultants and include all sub-consultant work in the CONSULTANTS QA/QC project program.

TASK 2.0 – FIELD DATA COLLECTION

Right of Entry:

Prior to obtaining any field data on property not owned by the CLIENT the CONSULTANT shall prepare and obtain up to two (2) right of entries for the project. Consultant shall prepare the right of entry documents in a format acceptable to the CLIENT and distribute up to two (2) right of entry requests to each of the affected property owners via certified mail. If after these two (2) requests, the CONSULTANT has not received a response from the property owner(s) then the CLIENT shall assist in obtaining any remaining right of entry(s). Based upon the anticipated property impacts and collection needs right of entries will be needed for the following properties:

- Northeast Properties, Inc.
- Lakes of Somerset Homeowners Association

Subsurface Utility Engineering:

The CONSULTANT will perform Level B SUE along Bedford Road from the north right-of-way line of Somerset Boulevard to the south right-of-way line of Saddlebrook Drive, a distance of approximately 1,500 linear feet. These limits shall also include design survey along Little Bear Creek approximately 250-feet upstream and downstream of the existing crossing from top of bank to top of bank. SUE shall be performed in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data This standard defines the following Quality Levels:

- Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

- Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
- Quality Level-D: Information derived from existing records or oral recollections.

The assumed efforts associated with each of the aforementioned quality levels are as follows:

- Quality Level-A Utility Test Holes (Vacuum Excavation)
 - The CONSULTANT will conduct up to four (4) test holes on various utilities at locations approved of by CLIENT.
- Quality Level-B Utility Designating
 - The CONSULTANT will designate the approximate horizontal position and approximate electronic depths of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 5,000 linear feet of utilities including buried communication, electric, natural gas, water, and wastewater/sanitary sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, the CONSULTANT cannot guarantee all utilities will be found and marked within the project limits.
- Quality Level-C Surveying
 - Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied.
- Quality Level-D Records Research
 - Available Records will be provided to Halff by the CLIENT. The CONSULTANT will perform additional utility record research as needed to successfully complete the project.
 - Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined using utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.
- SUE Deliverables / CADD
 - Utility Designation findings will be delivered in an AutoCAD Civil 3D format and incorporated into the design deliverable produced under Task 4.0.
- Permitting
 - The CONSULTANT will coordinate permitting related to the SUE investigation with the CLIENT.
- Work Zone Traffic Control:
 - The CONSULTANT will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.
 - If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, the CONSULTANT will notify the Client and submit a supplemental agreement for authorization prior to proceeding with additional work.

Survey:

The CONSULTANT shall conduct a full design survey along Bedford Road from the north right-of-way line of Somerset Boulevard to the south right-of-way line of Saddlebrook Drive, a distance of approximately 1,500 linear feet. These limits shall also include design survey along Little Bear Creek approximately 250-foot upstream and downstream of the existing crossing from top of bank to top of bank.

The design survey shall include the following services:

- Perform all necessary topographic survey operations required for the complete design as described in survey scope.
- The design survey shall establish all horizontal and vertical control points using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). The vertical values will be referenced to NAVD88 and computed using GEOID 18, control to be set at 500-foot intervals with a minimum of two vertical benchmarks.
- Survey shall tie in all right-of-way lines and corners, property lines, trees 6" in larger in caliper, fence lines, and all other present and visible surface features and up to the drive returns in each direction of intersections.
- Topographic information shall be acquired with cross sections collected at 50-ft intervals along both the roadway and creek limits described above, producing one-foot contours of existing grade.
- Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
- Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- Verify horizontal and vertical location of existing sanitary sewer facilities.
- (Texas811) Tie underground utilities if located at the time of the survey.
- Label existing ownership information according to current appraisal district information.
- Deliverables in AutoCAD Civil 3D format

Geotechnical Investigation, Testing, and Engineering:

Halff has engaged the services of CMJ Engineering, Inc., hereafter referred to as SUBCONSULTANT, to perform the following geotechnical services on the project.

Investigation

Based on past experience in the vicinity of the project, the anticipated subsurface conditions will consist of soils and shale of the Woodbine geological formation.

The SUBCONSULTANTS experienced drillers and technicians will evaluate subsurface conditions with a total of five (5) sample borings.

- Two (2) borings will be drilled to depths of 55 to 60 feet below existing grades to at least 30 feet into unweathered gray sandy shale in the area on either side of the bridge replacement.
- Three (3) borings will be drilled to a depth of 10 feet in association with the pavement replacements.

The SUBCONSULTANTS field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

The SUBCONSULTANTS personnel will locate the borings in the field using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with sand and capped with asphalt.

Testing

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- Moisture content and soil identification
- Liquid and plastic limit determinations
- Percent passing the No. 200 sieve
- Sieve and hydrometer analyses
- Unconfined compressive strength tests on soils
- Direct shear tests
- Absorption pressure and/or one-point pressure swell tests
- Unit weight determinations
- Eades and Grim lime series tests
- D50

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

Engineering

An engineering report will be prepared to present the results of the field and laboratory data together with an analyses of the results and recommendations. Two copies of the report and an electronic copy will be provided. The report will address:

- General soil and ground-water conditions
- Recommendations for bridge foundation type, depth and allowable loading
- Minimum penetration of piers to resist uplift (if required)
- Foundation construction requirements
- Recommended lateral pressures for the design of bridge abutment retaining structures
- Recommendations for subgrade stabilization type, depth and concentration
- Guidelines for pavement thickness design
- Earthwork recommendations
- Recommendations for ultimate scour design
- Recommendations for approach retaining walls

TASK 3.0 – HYDRAULIC AND HYDROLOGIC ANALYSIS

The CONSULTANT shall conduct a Feasibility Study to accommodate the proposed Bedford Road structure. Hydraulic analyses shall be completed for Bedford Road crossings along Little Bear Creek in accordance with the City of Colleyville's Code of Ordinances.

Data Collection and Terrain Generation:

CONSULTANT will perform the following tasks related to data collection and terrain generation:

- Retrieve the FEMA effective hydrologic and hydraulic models for the Little Bear Creek for the project area.
- Prepare GIS basemap.
- Survey topography will be utilized within the project area.

- Prepare the existing terrain file using best available topography for the pre-project area.

Hydrologic Analysis:

Effective FEMA discharges will be utilized for analysis. No new hydrologic analysis shall be performed as part of this study.

Pre-Project Hydraulic Analysis:

CONSULTANT will perform the following tasks related to the pre-project hydraulic analysis:

- Update the FEMA Effective Little Bear Creek hydraulic model provided by the CLIENT as the existing conditions models.
- Modify existing conditions to reflect pre-project conditions based upon survey information obtained for this project and recent topography through the project limits.
- Run and debug the models to establish pre-project flood levels for FEMA 10-year, 50-year, 100-year and 500-year storm events.
- Compare the revised existing model results to existing model conditions results.
- Quality assurance and quality control of hydraulic model.

Post-Project Hydraulic Analysis:

CONSULTANT will perform the following tasks related to the post-project hydraulic analysis:

- Modify pre-project conditions hydraulic model to reflect proposed roadway and bridge improvements.
- Execute and debug the proposed condition models.
- Identify the impacts to adjacent properties under pre-project and proposed design conditions for the 100- year FEMA discharges.
- Per Section 50-55. – Floodways of the City of Colleyville’s Code of Ordinances, encroachments resulting in increases in water surface elevation during the 100-year storm event shall be prohibited. Additionally, velocities will be evaluated to ensure that no erosive velocities occur as a result of this project.
- Create water surface elevation, and velocity comparison tables for 100-year storm event.
- If proposed project does not meet the City of Colleyville criteria, develop and model up to total one (1) grading modification.
- Quality assurance and quality control of hydraulic model.

Floodplain Mapping:

CONSULTANT will perform the following tasks related to floodplain mapping:

- The CONSULTANT will map the pre-project and post- project 100-year FEMA floodplain to include in the report using LiDAR terrain data through the project area only.

Scour Analysis:

CONSULTANT will perform the following tasks related to Scour Analysis:

- Conduct scour analyses on the proposed bridge crossing for the 100-year storm event.
- Conduct a Quality Assessment/Quality Control review of the hydraulic models.

Technical Memorandum:

CONSULTANT shall prepare a technical memorandum summarizing the methodology and design assumptions. The memorandum efforts shall include the following;

- Write, edit, and compile a technical memorandum summarizing the hydraulic modeling and results.
- Provide the City of Colleyville one (1) digital copy (in PDF format), along with all digital data for review at 30% submittal.

TASK 4.0 – SCHEMATIC DESIGN

Draft Schematic Design:

The schematic design shall be based on the City's Minor Collector section with the 100-year serving as the design event for the bridge and roadway improvements. The schematic will be drawn in a roll map format. The CONSULTANT will utilize AutoCAD Civil3D in the development of the schematic design.

The schematic design package shall include the following elements:

- Schematic Roll Plot
 - Typical Sections – The CONSULTANT shall develop both existing and proposed typical sections for both the road and bridge sections. These sections shall depict the number and type of lanes, shoulders, curbs, sidewalks/shared use paths, cross slope, clear zone width, border width, standard bridge superstructure elements, and ROW limits.
 - Environmental Constraints – The CONSULTANT shall consider environmental impacts during the schematic design process.
 - ROW Requirements – The CONSULTANT shall determine the ROW and easement requirements based on the proposed alignment, typical sections, design cross sections, terrain, construction requirements, drainage, clear zone, maintenance, and environmental mitigation requirements. ROW needs will be shown on the design schematic.
 - Construction Sequence – The CONSULTANT shall consider the requirements for construction staging and traffic control/detouring throughout the development of schematic design to ensure that the proposed design can be constructed. It is assumed that at a minimum the bridge can be closed during construction to allow for a single-phase bridge construction.
 - Roadway Plan and Profile – The CONSULTANT shall prepare a horizontal and vertical alignment (including bridge) of the roadway improvements along the preferred alignment. The horizontal curve data will be shown in tabular format on the roll map. The profile will include calculated profile grade and vertical curve data including “K” values, existing ground lines, and bridges. The plan view will include existing topography, ground lines, floodplains, pavement edges, curb lines, sidewalks, property and right-of-way lines, utility locations, property lines and ownership information, and environmental features.
 - Retaining Walls – The CONSULTANT shall prepare preliminary retaining wall concepts to be shown on the schematic, typical sections, and cross sections.
 - Preliminary Bridge Layout, Plan and Profile – The CONSULTANT will provide a schematic analysis of one proposed bridge (approx. overall bridge length of 75-feet crossing floodway). The structural evaluation will include a single bridge design solution coordinated with drainage and roadway engineers to optimize the number of spans, span lengths, girder/beam types, bridge railing and wingwall or retaining wall type, if necessary. The findings of this analysis will be provided on the design schematic and on typical sections shown on the design schematic.
 - Drainage – Drainage information for culverts or other major drainage features will be shown on the schematic. It is assumed that the proposed drainage outside of the limits of the bridge shall be conveyed via surface means and that no substantial subsurface drainage systems shall be proposed for this project.
- Cross Sections
 - The CONSULTANT shall generate preliminary cross-sections every 50 feet and at intersecting streets, driveways and culvert locations in conjunction with the schematic. The Consultant shall determine earthwork volumes for use in the opinion of probable construction cost and shall prepare 11-inch x 17-inch cut sheets of the cross sections.
- Mitigation Alternatives
 - The CONSULTANT shall identify and analyze schematic level alternatives of mitigation concepts to offset impacts associated with the elevation of the bridge and roadway within the floodplain. Up to two (2) alternatives shall be prepared for the City's consideration and review. One alternative may include dual purpose mitigation and betterments within

Sparger Park, if feasible. The other alternative(s) will consist of improvements within Little Bear Creek.

- Opinion of Probable Construction Cost
 - The CONSULTANT shall prepare an opinion of probable construction cost (OPCC) utilizing TxDOT standard bid items, where present. Unit costs for these items shall be developed utilizing previously let projects by Halff of similar scope and size as well as TxDOT's available 3-month and 12-month rolling averages for recently let projects. The OPCC will include the costs of construction, utility relocation impacts, required ROW and easement impacts.
- Deliverables
 - The CONSULTANT shall provide the CLIENT with up to 3 hard copies and one digital copy of the draft schematic deliverables outlined above for review and comment.

Final Schematic Design:

Upon receipt of comments from the CLIENT and other stakeholders on the draft schematic the CONSULTANT shall address all comments and provide the CLIENT with up to three (3) hard copies and one digital copy as the final deliverable.

TASK 5.0 – ENVIRONMENTAL SERVICES

Categorical Exclusion (CE) Documentation:

Environmental review and appropriate documentation is required for federally funded projects in accordance with the National Environmental Policy Act (NEPA) of 1969, 23 Code of Federal Regulations (CFR) Part 771, and 43 Texas Administrative Code (TAC) Chapter 2. This scope of work and fee estimate assumes this project meets the requirements of 23 CFR 771.117, Categorical Exclusions, and the environmental process will follow guidance published by TxDOT regarding CE determinations. This project is assumed to be considered a “d-list” CE projects based on 23 CFR 771.117(d)(13). In the event it is determined by TxDOT that a CE is not the appropriate level of documentation for this project, CONSULTANT will notify the CLIENT and a supplemental scope of work will be prepared to allow completion of other necessary documentation. CONSULTANT will perform the following tasks which are necessary to receive a CE determination from the TxDOT Fort Worth District.

Project Scoping:

The purpose of this task is to provide scoping documentation to the TxDOT Fort Worth District to initiate the CE process and identify the technical studies that will be required to obtain a CE determination. CONSULTANT will obtain digital environmental information available from appropriate local, state, and federal agencies. Data collected for this task will be stored in Geographic Information System (GIS) format. CONSULTANT shall complete the Work Plan Development (WPD) I and WPD II Environmental Compliance Oversight System (ECOS) screens for this project and submit to TxDOT. The following resources will be addressed in the scoping documentation:

- Air Quality
- Cultural Resources
- Community Impacts
- Biological Resources
- Water Resources
- Hazardous Materials
- Traffic Noise
- Section 4(f) & Section 6(f)
- Parks and Wildlife Code, Chapter 26
- Natural Resources Code, Chapter 183
- Public Involvement

Site Visit:

CONSULTANT will participate in one (1) site visit to document existing conditions. This task includes taking on-site photographs of existing conditions.

Technical Reports:

CONSULTANT will prepare resource agency coordination requests and technical reports for resources that require additional assessment as defined in the WPD ECOS screens. The following technical reports are anticipated to be required to receive a CE Determination, which are further described in the following tasks:

- Species Analysis Form, Species Analysis Spreadsheet, Best Management Practices Form
- Surface Water Analysis Form, Water Features Delineation Report, Section 404/10 Impacts Table
- Project Coordination Requests (PCR) for Historical Studies
- Archeological Background Study (ABS)
- Hazardous Materials Initial Site Assessment (ISA)
- Section 4(f) Exception Checklist, including letter to Official with Jurisdiction (OWJ)

The technical reports will be submitted to the TxDOT Fort Worth District and revised in accordance with comments received during up to two (2) rounds of review.

Species Analysis Form and Species Analysis Spreadsheet:

CONSULTANT will participate in an assessment of vegetation and protected habitat impacts in accordance with the MOU between TxDOT and Texas Parks and Wildlife Department (TPWD). The analysis shall consider vegetation/land cover found in the project area as compared to TPWD's Ecological Mapping Systems of Texas (EMST).

This task includes a review of current species lists from the TPWD and the United States Fish and Wildlife Service (USFWS), and a search request from TPWD's Texas Natural Diversity Database (TXNDD). Conclusions will be made, based on general observations from the visual survey and the literature review and database search, regarding whether preferred habitat or designated critical habitat for any listed species is present within the project area, whether any listed species is likely to occur, and whether there is a potential effect or impact to listed species.

This task includes the following deliverables for this project:

- Species Analysis Form
- Species Analysis Spreadsheet
- Best Management Practices Form

Water Resource Deliverables

A preliminary jurisdictional assessment of waters of the United States, including wetlands, shall be made within the existing and/or proposed ROW and any proposed temporary or permanent easements. This assessment will include the delineation of the boundaries and ordinary high-water mark of potential jurisdictional waters within the existing and/or proposed ROW and easements.

This task includes the following deliverables for this project:

- Surface Water Analysis Form
- Water Features Delineation Report
- Section 404/10 Impacts Table

Historical Studies PCR:

CONSULTANT shall complete a Non-Archeological Historic Resources PCR form for this project, which will be sent to TxDOT for review. The PCR form will provide information regarding the potential for the

presence of historic-age properties in the project's Area of Potential Effects (APE). A review of the Texas Historical Commission's (THC) online Historic Sites Atlas will be conducted to identify previously recorded historic sites within the APE. The PCR form will also include attachments with maps of the proposed project limits and the project APE.

Archeological Background Study:

CONSULTANT will produce an Archeological Background Study for this project. The Background Study will include the following:

- Define the APE, which includes existing property, private and public property, existing rights-of-way (ROW), easements (temporary and permanent), and any other project-specific location designated by the State as well as consideration of the likely depth of impacts resulting from the proposed project.
- Review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, aerial photographs, and historic maps.
- Identification of the areas that require field investigation to evaluate the project's effects on archeological resources (including cemeteries) and identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Background Study shall identify any areas where field investigations are recommended.

Hazardous Materials ISA:

CONSULTANT will perform a Hazardous Materials ISA for potential hazardous materials impacts. The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g., soil or groundwater), and potential construction worker health and safety issues. The ISA shall include the following:

- Determine the appropriate project-specific level of inquiry for the ISA.
- Consider the project design and right-of-way requirements, including project excavation requirements, anticipated additional right-of-way acquisition, and the demolition or modification of structures.
- Produce and submit to TxDOT a completed ISA, including copies of list search reports, maps depicting locations, photographs, recommendations, and any other supporting information gathered to complete the ISA.

Should the findings of the ISAs conclude that additional investigation, special considerations, or other commitments from TxDOT or the project sponsor are required during project development, CONSULTANT shall review those findings with the CLIENT and TxDOT.

Section 4(f) Resources:

Section 4(f) applies when a U.S. DOT agency approves a transportation program or project that uses Section 4(f) property. This scope of services only includes the evaluation that may be necessary for processing Section 4(f) exception checklist.

The CONSULTANT shall prepare an evaluation, including appropriate supporting documentation, for TxDOT to process an exception checklist for one (1) Section 4(f) resource, Sparger Park. The CONSULTANT shall document the following:

- Applicability of Section 4(f) to the park, recreation, refuge, or historic property proposed to be used by the project;
- Whether or not there is a use of Section 4(f) property;
- Activities, features, and attributes of the Section 4(f) property;
- Analysis of the impacts to the Section 4(f) property; and
- Results of coordination with the OWJ.

Notice and Opportunity to Comment:

The CONSULTANT will mail out a notice and opportunity to comment as well as a project location map to affected property owners. A mailing list and corresponding property owner map will be prepared. Documentation will be prepared including any comments received and responses to comments.

Environmental Permits, Issues, and Commitments (EPIC) Sheet:

An environmental permits, issues, and commitments (EPIC) design sheet will be prepared and submitted to TxDOT and revised in accordance with comments received from TxDOT.

Task 2.2 Deliverables:

Deliverables provided by the CONSULTANT shall include Digital PDF copies the following documents:

- *Digital PDF copy of the WPD I and II ECOS Screens*
- *Digital PDF copy of the Species Analysis Form, Species Analysis Spreadsheet, and Best Management Practices Form*
- *Digital PDF copy of the Surface Water Analysis Form, Delineation Report, and Section 404/10 Impacts Table*
- *Digital PDF copy of the Historical Studies PCR*
- *Digital PDF copy of the Archeological Background Study*
- *Digital PDF copy of the Hazardous Materials ISA*
- *Digital PDF copy of the Section 4(f) Exception Checklist, including letter to OWJ (1)*
- *Digital PDF copy of the NAOC letters and summary*
- *Digital PDF copy of the EPIC Sheet*

BASIS OF COMPENSATION BEDFORD ROAD BRIDGE PRELIMINARY DESIGN

A. Bedford Road Preliminary Design

The basis of compensation for the services below shall be as follows:

Task 1.0 – Project Management and Coordination	\$ 27,900.00
Task 2.0 – Field Data Collection	\$ 84,000.00
Task 3.0 – Hydraulic and Hydrologic Analysis	\$ 52,900.00
Task 4.0 – Schematic Design	\$ 87,100.00
Task 5.0 – Environmental Services	\$ 61,500.00

TOTAL (Tasks 1.0 – 5.0)	\$313,400.00
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***Direct Costs (estimated reimbursable expenses) will include, but are not necessarily limited to, expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards, and similar incidentals. All project related expenses will be billed at cost plus 10%.*

B. BILLING SCHEDULE:

The compensation for tasks listed as **Basic (Lump Sum) Services** in the Basis of Compensation schedule shall be Lump Sum, and the services for each Basic Service task shall be invoiced on a percent complete basis. Total fees will not be exceeded without prior approval. Direct costs, including printing and reproduction, postage, and courier/overnight service, will be considered reimbursable and will be billed at 1.1 times the direct cost incurred. The project will be billed to CLIENT on a monthly basis.

ATTACHMENT B EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

1. Any services not explicitly mentioned under Attachment A
2. Any design services beyond the schematic design phase services outlined under Attachment A
3. Additional field data collection efforts beyond those listed in the scope of services resulting from a larger than anticipated project footprint determined during the schematic design
4. Any H&H analysis for events other than the 100-year storm event
5. 2D dynamic modeling
6. Floodplain development permit
7. Local (Colleyville, Corps of Engineers, FEMA Region VI in Tarrant County) and/or federal (FEMA Washington DC) review and processing fees are not included
8. Any FEMA (CLOMR and/or LOMR) submittals
9. Floodway analysis or Floodway model run
10. Any detention designs
11. Storm sewer system modeling and design
12. Downstream assessment
13. Geotechnical Investigation, quality control, or material testing services during construction
14. Filing fees and submittal fees
15. Construction staking
16. Stormwater Pollution Prevention Plans (SWPPP)
17. Any preliminary or final plat files
18. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure not already included in the scope
19. Bidding Services
20. Utility coordination services beyond those outlined under Attachment A
21. ROW dedications or easements on separate properties unless specifically mentioned
22. Erosion control plan and assessment
23. Legal opinions
24. Public meetings
25. This scope of services excludes the preparation and submittal of any Section 404 permit documents to the USACE.
26. Technical reports for the following items: noise, air quality, community impacts, and section 4(f) de minimis and/or individual determinations, or Chapter 26 compliance.
27. An archeological permit application, scope of work and/or survey field work and report.
28. Preparation of a Nationwide Permit or Individual Permit for compliance with USACE.
29. Threatened or endangered species surveys or Section 7 consultation with the USFWS under the Endangered Species Act.
30. Preparation of a research design, performing reconnaissance survey (i.e., on the ground or archival research for historic structures/districts), evaluation of National Register of Historic Places (NRHP) eligibility for any non-archeological historic resources, evaluation of effects on NRHP-eligible or -listed sites, or development of mitigation plans.
31. Effort to obtain right-of-entry from public or private land owners to allow for the completion of environmental services.
32. Public meetings and hearings for this project.
33. Additional hazardous materials investigations include Phase 1 and/or Phase 2 site assessments.

ATTACHMENT C PROJECT SCHEDULE OUTLINE

CONSULTANT will work closely with the CLIENT on the PROJECT to determine the agreed upon and approved project schedule at the project kickoff meeting. **(All Task Items provided within this scope may be subject to delays depending upon CLIENT and other Agency review turnaround time periods outside of CONSULTANT's control.)**

CONSULTANT estimates approximately **6 months** to complete the scope of services listed above starting from the receipt of initial Notice to Proceed.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 2/3/2026

Number Ordinance O-26-2358

Type Ordinance

Department Community Development

Title

Consideration of a rezoning from RD Two-Family Residential to PUD-R Planned Unit Development Residential on Lots 1-12, Block 1; Lots 1-14, Block 2; Lots 1-30, Block 3; and Lots 1-34, Block 4, of the Fox Meadows Addition, Case ZC25-030

Explanation

First Reading and Public Hearing

Edward Wieland, the applicant, has submitted a request for a rezoning from RD Two-Family Residential to PUD-R Planned Unit Development Residential on Lots 1-12, Block 1; Lots 1-14, Block 2; Lots 1-30, Block 3; Lots 1-34, Block 4, of the Fox Meadows Addition, being approximately 29.7 acres, and zoned RD Two-Family Residential. The request is to create a new zoning district that only permits single-family homes.

Existing Conditions/Background: The subject area is at the southwest corner of Roberts Road and Fox Meadows Drive and consists of RD Two-Family Residential zoning. The subdivision is developed with 90 single-family homes.

Analysis: Per Section 3.14 of the Land Development Code, when a property with RD Two-Family Residential zoning is developed with a single-family residential use, the property shall conform to the standards of the R-20 Single Family Residential zoning district. The proposed rezoning request will relieve the lots from needing to meet R-20 standards and be consistent with the existing plat for the subdivision.

Plat Status: The subject area is platted. No changes to the plat are proposed.

DRC Review: The DRC reviewed the request during their December 22, 2025, meeting and determined the case would be scheduled for the January 12, 2026, Planning and Zoning Commission meeting.

Surrounding Development: The properties to the north and west are adjacent to the City of Grapevine boundary. The properties to the east are zoned PUD-R Planned Unit Development Residential and AG Agricultural and are improved with single-family homes. The properties to the south are zoned PUD-R Planned Unit Development Residential and AG Agricultural and are improved with single-family homes and the Colleyville Recreation Center. The properties to the west are zoned PUD-R Planned Unit Development Residential and are improved with single-family homes.

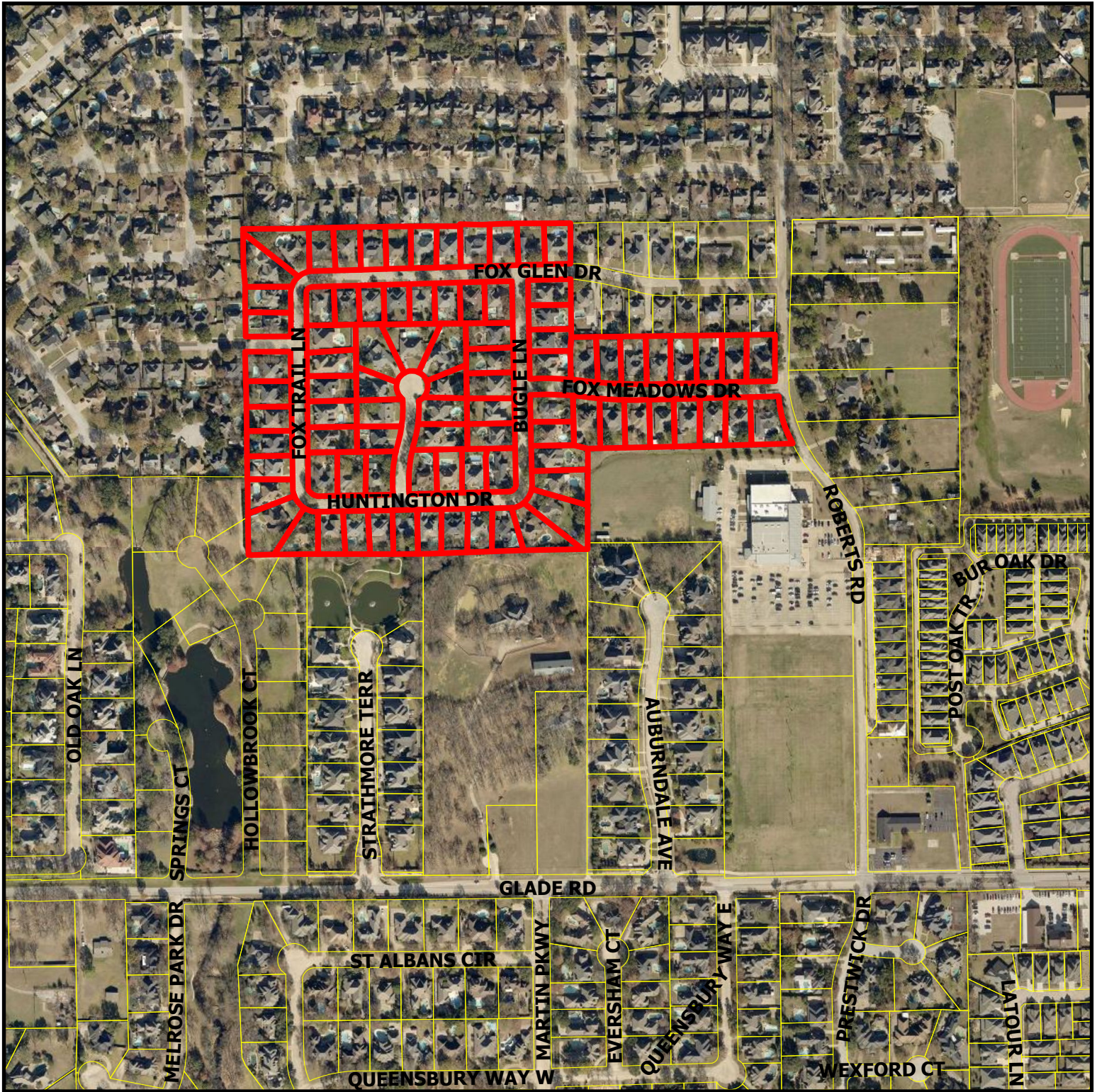
Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for residential development. The requested rezoning meets the intent of the comprehensive plan.

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.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Rezoning Petition
6. Zoning Exhibit
7. Plat Exhibit
8. Notification Map
9. Notification Letter
10. Surrounding Property Owner Letter
11. Ordinance O-26-2358

Aerial Map

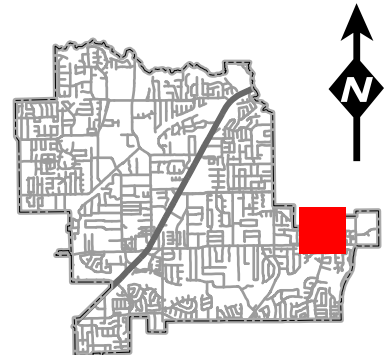


ZC25-030

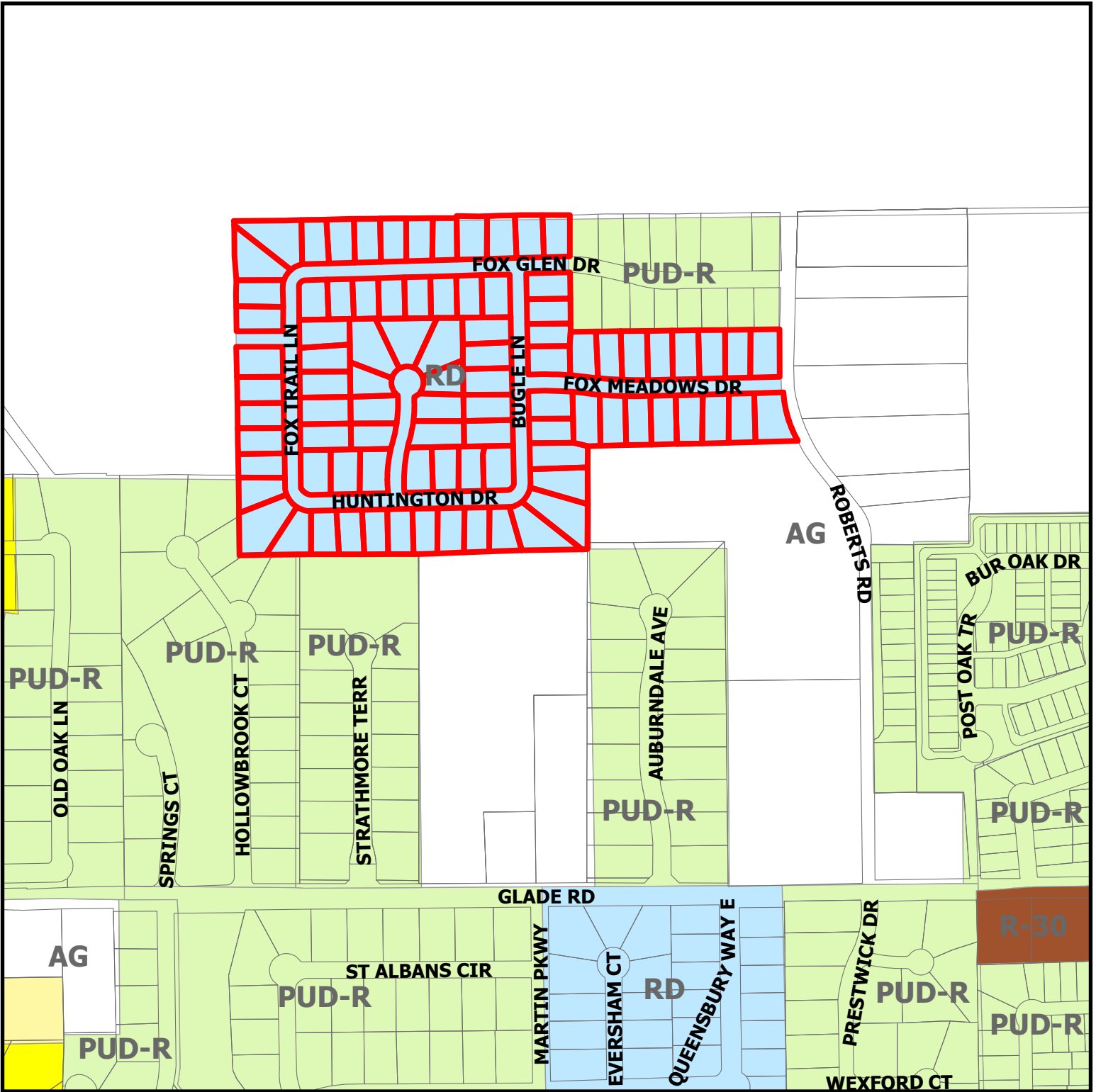
Fox Meadows Addition

DISCLAIMER:
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 Subject Property



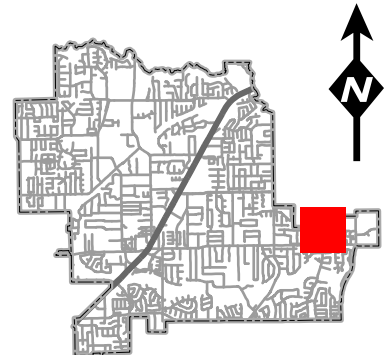
Zoning Map



ZC25-030

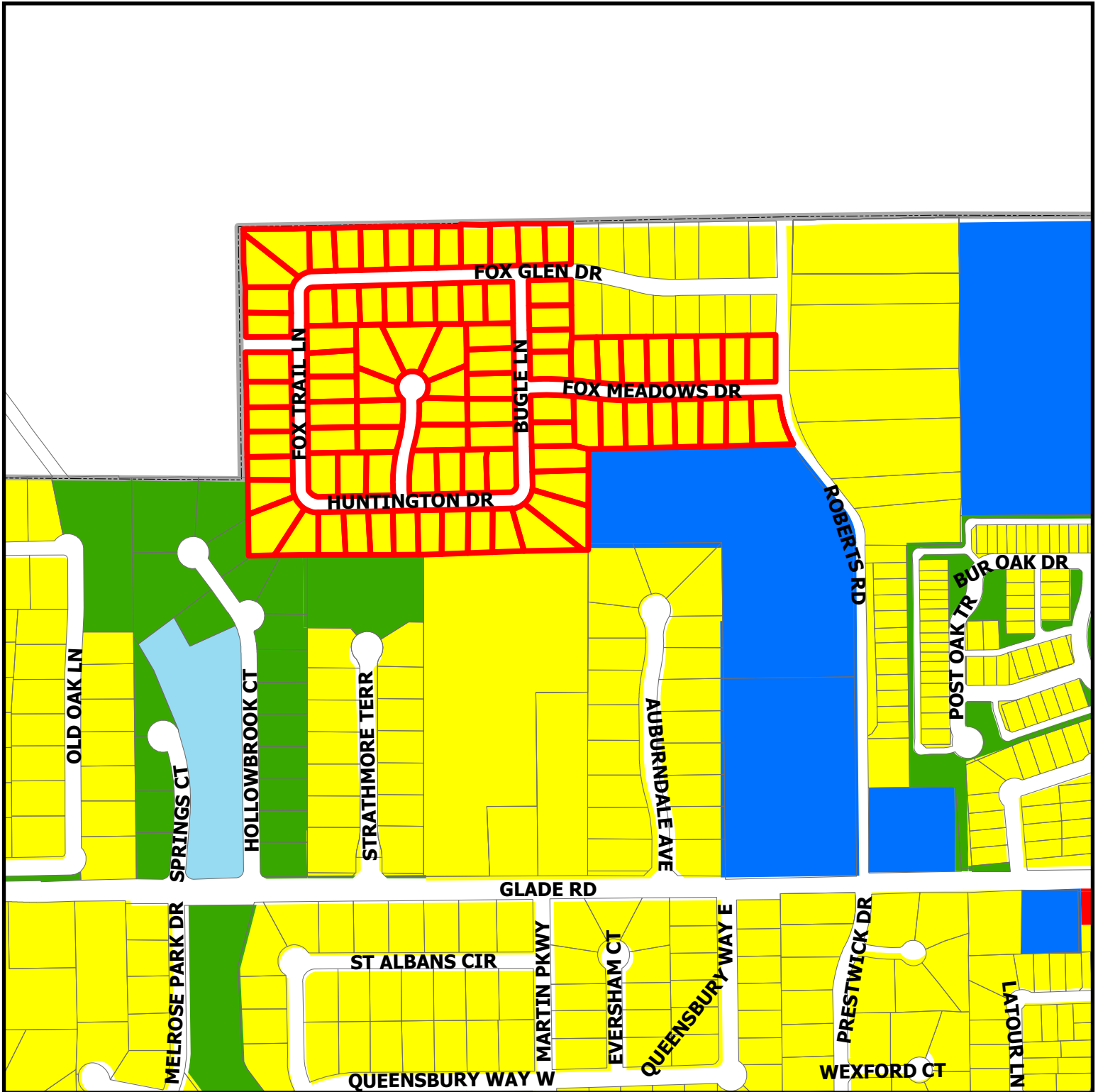
Fox Meadows Addition

 Subject Property



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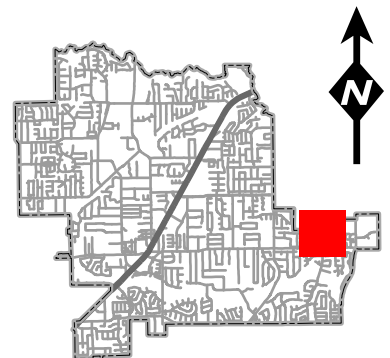
Future Land Use Map



ZC25-030

Fox Meadows Addition

- | | | | |
|---|---------------|---|-------------------|
|  | Residential |  | Open Space; Parks |
|  | Commercial |  | Water Body |
|  | Institutional |  | Subject Property |



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Rezoning Request for Fox Meadows Subdivision

The Fox Meadows Subdivision of Colleyville located west of Roberts Road and north of Glade Road currently consists of two sections. The initial section of land built contains 90 residential homes zoned as RD Two-Family Residential District. The second section of land built contains 15 residential homes zoned as PUD-R Planned Unit Development-Residential. The purpose of this application is to request changing the initial section zoning from RD to PUD-R. The request is based on the following major points:

1. All (100%) of the existing 90 residential homes in the initial subdivision plat are currently single-family homes. Note: there are no empty lots.
2. Reference 1986 Fox Meadows Declaration of Restrictions, Conditions, and Covenants filed with Tarrant County, Vol. 8692 pages 2105, 2106, 2107, and 2108.
3. Reference 1987 Fox Meadows Restrictive Covenants filed with Tarrant County, Vol. 9008 pages 1256, 1257, 1258 and 1259.
4. Reference 1988 Fox Meadows Addition Ordinance O-88-702 (PUD-R)
5. Lots do not meet minimum size (40,000 sq-ft) for secondary buildings (duplex) based on current Colleyville requirements, therefore a zoning of RD is inappropriate.
6. The vast majority of residence, (89%, 80 yes votes out of 90 homes, 0 no votes) want homes to be single-family and eliminate any chance of duplex homes being built within the subdivision.
7. Rezoning the initial subdivision plat of 90 lots to PUD-R would eliminate having mixed zoning within the same subdivision and create a uniform environment.

This petition is requesting the City of Colleyville Planning and Zoning Committee to rezone the initial plat of 90 homes of the Fox Meadows Subdivision of Colleyville to PUD-R Planned Unit Development-Residential. It is understood that one of the city requirements for most all zoning is the inclusion of an open space area. The subdivision was initiated in 1986/1987 and no open space was provided nor is there any available land to provide the open space. The positive replacement is the Colleyville Recreation Center land and facilities adjoin the subdivision directly south of the subdivision sharing a common property line.

The **Fox Meadows Subdivision of Colleyville** currently is zoned as "RD Two (2) Family Residential" zoning (duplex). Currently the Fox Meadows Subdivision consists of 105 lots which are 100 percent filled with single-family homes. **This petition is requesting** the City of Colleyville Planning and Zoning Committee to **rezone the Fox Meadows Subdivision of Colleyville to "Single-Family Residential"** zoning. A **YES** indicates you agree with the proposed change. A **NO** indicates you disagree with the proposed change. A **NEU** indicates you are neutral (neither yes or no) with the proposed change.

YES	NO	NEU	Street	Signature	Date	
X			3402 Fox Meadows Drive	<i>Mario Astorga</i>	11/4/25	1
X			3403 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	2
X			3404 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	3
			3405 Fox Meadows Drive			4
			3500 Fox Meadows Drive			5
			3501 Fox Meadows Drive			6
X			3502 Fox Meadows Drive	<i>Alison Yates</i>	11-4-25	7
X			3503 Fox Meadows Drive	<i>[Signature]</i>	11-4-25	8
X			3504 Fox Meadows Drive	<i>Luan Roach</i>	11.4.25	9
X			3505 Fox Meadows Drive	<i>[Signature]</i>	11.4.25	10
X			3506 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	11
X			3507 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	12
X			3508 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	13
X			3509 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	14
X			3510 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	15
X			3511 Fox Meadows Drive	<i>[Signature]</i>	11/4/25	16
X			3300 Fox Glen Drive	<i>[Signature]</i>	10/28/25	17
X			3301 Fox Glen Drive	<i>[Signature]</i>	10/28/25	18
X			3302 Fox Glen Drive	<i>[Signature]</i>	10-28-25	19
X			3303 Fox Glen Drive	<i>[Signature]</i>	10-28-25	20
X			3304 Fox Glen Drive	<i>[Signature]</i>	10/28/25	21
X			3305 Fox Glen Drive	<i>[Signature]</i>	10-28-25	22
X			3306 Fox Glen Drive	<i>[Signature]</i>	10-29-25	23
X			3307 Fox Glen Drive	<i>[Signature]</i>	10-29-25	24
X			3308 Fox Glen Drive	<i>[Signature]</i>	10/28/25	25

X		3309	Fox Glen Drive	Edward J. Wilson	10-28-25	26
X		3310	Fox Glen Drive	Tom Dineen	10-28-25	27
X		3311	Fox Glen Drive	Frank Brasso	10-28-25	28
X		3313	Fox Glen Drive	N. Hilly, Krennendz	10/28/25	28-25
X		3315	Fox Glen Drive		10-28-25	30
X		3400	Fox Glen Drive	Paul DeCurtis Riley	10-28-25	31
X		3401	Fox Glen Drive	Mike Wotjan	10-29-25	32
X		3402	Fox Glen Drive	Chad Wac	10-29-25	33
X		3403	Fox Glen Drive	Denis Lichemach Key	11/1/26	34
X		3405	Fox Glen Drive	Kit Thompson	10-29-25	35
X		3407	Fox Glen Drive	Kenneth Lane	10/29/25	36
X		3408	Fox Glen Drive	Bill Z. Stth	10/29/25	37
X		3409	Fox Glen Drive	Karen J DeFerna	10/29/25	38
X		3410	Fox Glen Drive	Emile Margicand	10/30/25	39
X		3411	Fox Glen Drive	GERARD ROBERT (unclear)	10/30/25	40
X		3500	Fox Glen Drive	Richard Simbala	10/29/25	41
X		3501	Fox Glen Drive	Ken	11/5/25	42
X		3502	Fox Glen Drive	W.D. Kuehl	10/30/25	43
		3503	Fox Glen Drive			44
X		3504	Fox Glen Drive	Greg C. Pando	10/30/25	45
X		3505	Fox Glen Drive	Stu... 11/5/25	10/30/25	46
X		3506	Fox Glen Drive		10/30-25	47
		3507	Fox Glen Drive			48
X		3508	Fox Glen Drive	John W...	10/30/25	49
X		3509	Fox Glen Drive	SA Falk	11/5/25	50
		3510	Fox Glen Drive			51

X		5200	Fox Trail Lane	John...	11/3/2025	52
X		5202	Fox Trail Lane	John...	10/29/25	53
X		5203	Fox Trail Lane	John...	10/29/25	54
X		5204	Fox Trail Lane	John...	10/29/25	55
X		5205	Fox Trail Lane	Mar...	10/29/25	56
		5206	Fox Trail Lane			57
X		5300	Fox Trail Lane	Danell Brown	10-29-25	58
X		5301	Fox Trail Lane	Cheryl...	11-4-25	59

X		5302	Fox Trail Lane	June Hill Jones	10-29-25	60
X		5303	Fox Trail Lane	R.S. Kizer	10-29-25	61
X		5304	Fox Trail Lane	W. M. Jones	11-1-25	62
X		5305	Fox Trail Lane	W. M. Jones	10-28-25	63
X		5306	Fox Trail Lane	W. M. Jones	10-27-25	64

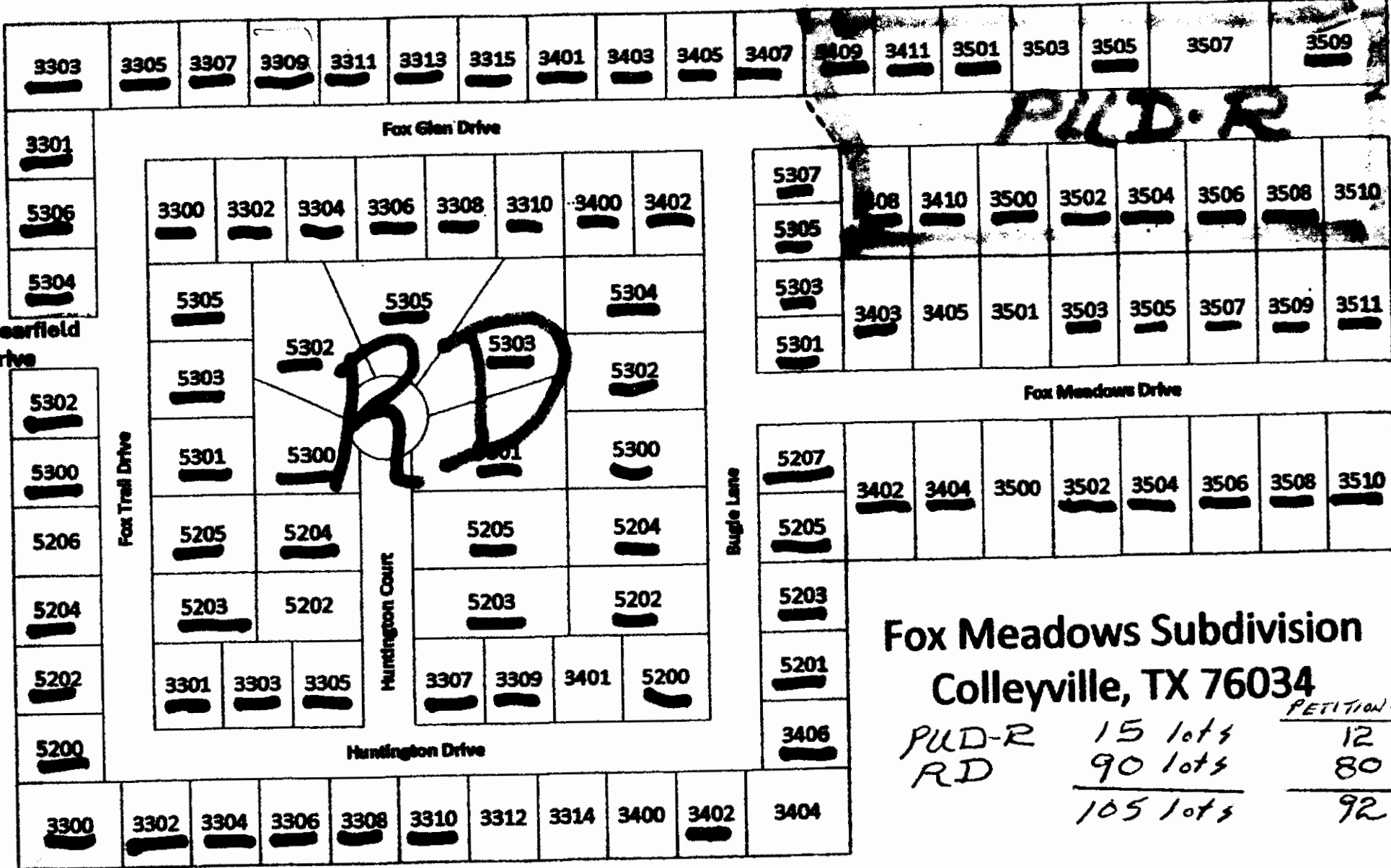
X		5200	Bugle Lane	W. M. Jones	11/6/25	65
X		5201	Bugle Lane	W. M. Jones	11/6/25	66
X		5202	Bugle Lane	W. M. Jones	11-1-25	67
X		5203	Bugle Lane	W. M. Jones	11-3-25	68
X		5204	Bugle Lane	W. M. Jones	11-3-25	69
X		5205	Bugle Lane	W. M. Jones	11/5/25	70
X		5207	Bugle Lane	W. M. Jones	11-1-25	71
X		5300	Bugle Lane	Michael Johnston	10/30/25	72
X		5301	Bugle Lane	W. M. Jones	11/1/25	73
X		5302	Bugle Lane	Maurice Propp	10-30-25	74
X		5303	Bugle Lane	Barbara Carbone	10-30-25	75
X		5304	Bugle Lane	Katie Ashby	10-30-25	76
X		5305	Bugle Lane	W. M. Jones	10-30-25	77
X		5307	Bugle Lane	W. M. Jones	11/4/25	78

X		3300	Huntington Drive	W. M. Jones	11/3/25	79
X		3301	Huntington Drive	W. M. Jones	11/1/25	80
X		3302	Huntington Drive	W. M. Jones	10/30/25	81
X		3303	Huntington Drive	W. M. Jones	11/1/25	82
X		3304	Huntington Drive	W. M. Jones	10/30/25	83
X		3305	Huntington Drive	W. M. Jones	11-1-25	84
X		3306	Huntington Drive	W. M. Jones	10/30/25	85
X		3307	Huntington Drive	W. M. Jones	10-30-25	86
X		3308	Huntington Drive	W. M. Jones	10-30-25	87
X		3309	Huntington Drive	W. M. Jones	11-1-25	88
X		3310	Huntington Drive	W. M. Jones	11-4-25	89
		3312	Huntington Drive			90
		3314	Huntington Drive			91
		3400	Huntington Drive			92

			3401	Huntington Drive			93
X			3402	Huntington Drive	<i>N/A</i>	10/30/2025	94
			3404	Huntington Drive			95
X			3406	Huntington Drive	<i>Rachel Pmd</i>	11/6/25	96

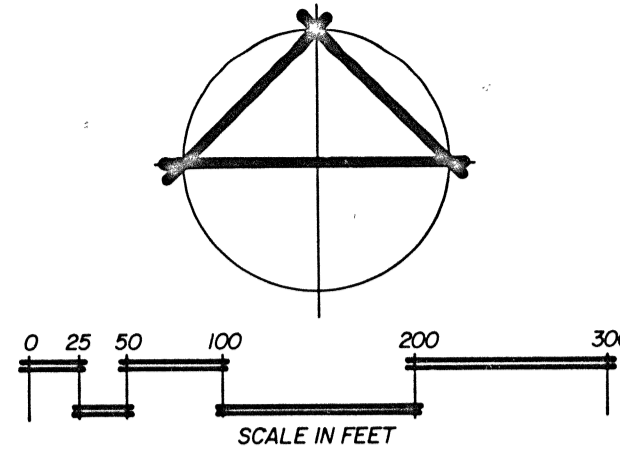
N/A

X			5202	Huntington Court	<i>Don C. Karlstedt</i>	11-1-25	97
X			5203	Huntington Court	<i>B. Stubblefield</i>	11-1-25	98
X			5204	Huntington Court	<i>Diane J. Fisher</i>	11-1-25	99
X			5205	Huntington Court	<i>David J. Taylor</i>	11/1/25	100
X			5300	Huntington Court	<i>Anthony Smith</i>	11-4-2025	101
X			5301	Huntington Court	<i>Jim Brostoski</i>	11/1/25	102
X			5302	Huntington Court	<i>Don C. Karlstedt</i>	11-1-25	103
X			5303	Huntington Court	<i>Don C. Karlstedt</i>	11/4/25	104
X			5305	Huntington Court	<i>N/A</i>	11/1/25	105



Fox Meadows Subdivision Colleyville, TX 76034

PUD-R	15 lots	PETITION-Yes	12
RD	90 lots		80 (89%)
	<u>105 lots</u>		<u>92</u>



388-202
37

'86 SEP-4 A1125

MADRID COUNTY TEXAS

BY TP

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

SEP 4 1986

Madrid Hoffman
TARRANT COUNTY, TEXAS

FIELD NOTES

BEING A TRACT OF LAND SITUATED IN THE G. W. MINTER SURVEY, Abstract No. 1034, and being in the City of Colleyville, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 3/4" iron pin in Roberts Road being the Northwest corner of the Metroplex Covenant Church tract recorded in Volume 7904, Page 997, Deed Records, Tarrant County, Texas;

THENCE S 89°56'30" W, 674.28 feet along the North line of said church tract to a set 1/2" iron pin;

THENCE S 89°56'30" W, 205.37 feet along the West line of said church tract to a set 1/2" iron pin being the northeast corner of the Gary Cantrell tract recorded in Volume 8054, Page 1495, Deed Records, Tarrant County, Texas;

THENCE S 89°56'30" W, 1970.89 feet along the common North line of said Gary Cantrell tract the Pleasant Acres Addition as recorded in Volume 388-158, Page 73, Plat Records, Tarrant County, Texas, and the Four D's Addition as recorded in Volume 388-150, Page 73, Plat Records, Tarrant County, Texas, to a found 1/2" iron pin at the northwest corner of said Four D's Addition;

THENCE N 00°08'13" E, 1018.49 feet along the common East line of the Loyd McWhorter tract as recorded in Volume 7092, Page 1295, Deed Records, Tarrant County, Texas, and Country Side Estates as recorded in Volume 388-152, Page 45 & 46, Plat Records, Tarrant County, Texas, to a found 1/2" iron pin, being in the east line of Lot 11, Block 10 of said Country Side Estates and being the southwest corner of the Harland Weaver tract recorded in Volume 6343, Page 132, Deed Records, Tarrant County, Texas;

THENCE N 89°54'47" E, 1027.47 feet with the South line of said Weaver tract to a found 1/2" iron pin, said pin being the northwest corner of the Louis Johnson tract recorded in Volume 7928, Page 1277, Deed Records, Tarrant County, Texas;

THENCE S 00°00'58" W, 351.69 feet along the West line of said Johnson tract to a found 3/8" iron pin being the Northwest corner of said Johnson tract;

THENCE S 89°53'09" E, 670.14 feet along the South line of said Johnson tract to a found bolt, said bolt being in the pavement of Roberts Road;

THENCE S 00°01'46" W, 293.99 feet to a found 3/4" iron pin, said pin being in the shoulder of Roberts Road;

THENCE S 37°00'54" E, 75.21 feet to the POINT OF BEGINNING and containing 29.691 acres (1299791 square feet) with approximately 0.148 acre (6441 square feet) being acquired by said Roberts Road leaving a net acreage of 29.691 acres (1,293,350 square feet) of land.

CITY OF GRAPEVINE

HARLAND WEAVER, Etux Delores J.
Vol. 6343, Pg. 132

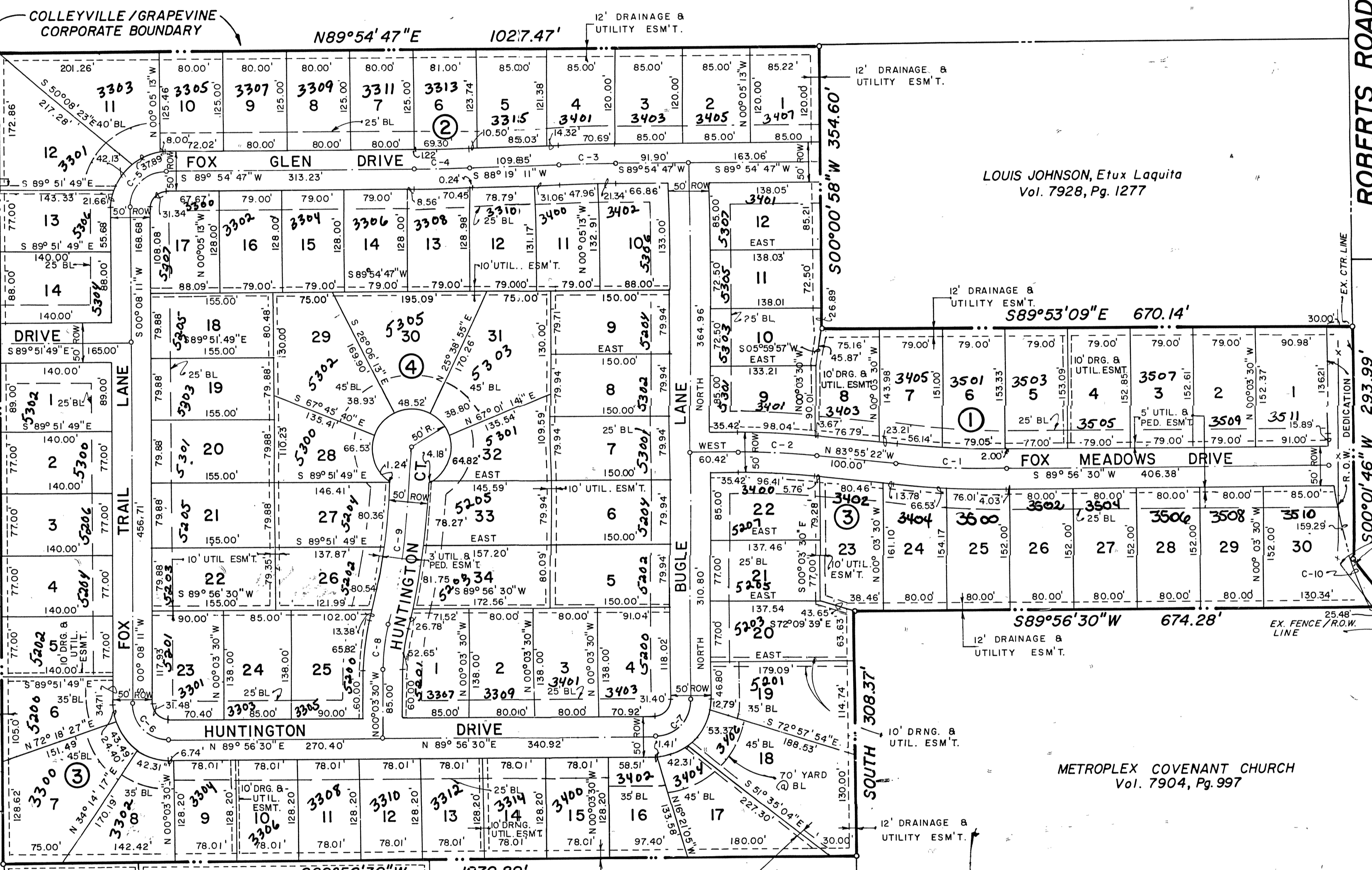
LOUIS JOHNSON, Etux Laquita
Vol. 7928, Pg. 1277

RANDY CHAS MALONEY
Vol. 6682, Pg. 761

ROBERT D. SCHROEDER, Etux J.
Vol. 6838, Pg. 2134

TIMMY L. ARMOND, Etux Sherry
Vol. 6323, Pg. 191

METROPLEX COVENANT CHURCH
Vol. 7904, Pg. 997



SHADOW RIDGE

COUNTRY SIDE ESTATE
Vol. 388-152, Pg. 45, And 46

CLEARFIELD DRIVE

CITY OF GRAPEVINE

BURNING LOG DR.

COLLEYVILLE / GRAPEVINE CORPORATE BOUNDARY

E.V. ROSSIGNOLI
Vol. 7052, Pg. 1295

HELEN DAVIS
Vol. 388-150, Pg. 73

PLEASANT ACRES ADDITION
Vol. 388-158, Pg. 78

GARY CANTRELL
Vol. 8054, Pg. 1455

APPROVED July 28, 1986

CITY OF COLLEYVILLE
TARRANT COUNTY TEXAS

Judy Adwood
Secretary

Planning and Zoning

ROBERTS ROAD

500°01'46" W 293.99'

POINT OF BEGINNING

10' DRNG. & UTIL. ESM.T.

12' DRAINAGE & UTILITY ESM.T.

10' DRNG. & UTIL. ESM.T.

12' DRAINAGE & UTILITY ESM.T.

10' DRNG. & UTIL. ESM.T.

12' DRAINAGE & UTILITY ESM.T.

10' DRNG. & UTIL. ESM.T.

12' DRAINAGE & UTILITY ESM.T.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT:

That I, J.B. SANDLIN, do hereby adopt this plat, designating the herein above described real property as FOX MEADOWS ADDITION to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate the street and easements shown hereon to the public's use forever.

WITNESS MY HAND AT TARRANT County, Texas this the 27th day of JUNE, 1986.

J.B. Sandlin

I, John L. Melton, Registered Public Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on the ground survey, made under my direction and supervision, and that all corners are as shown.

There are no encroachments, easements, conflicts, or protrusions apparent on the ground, except as shown.

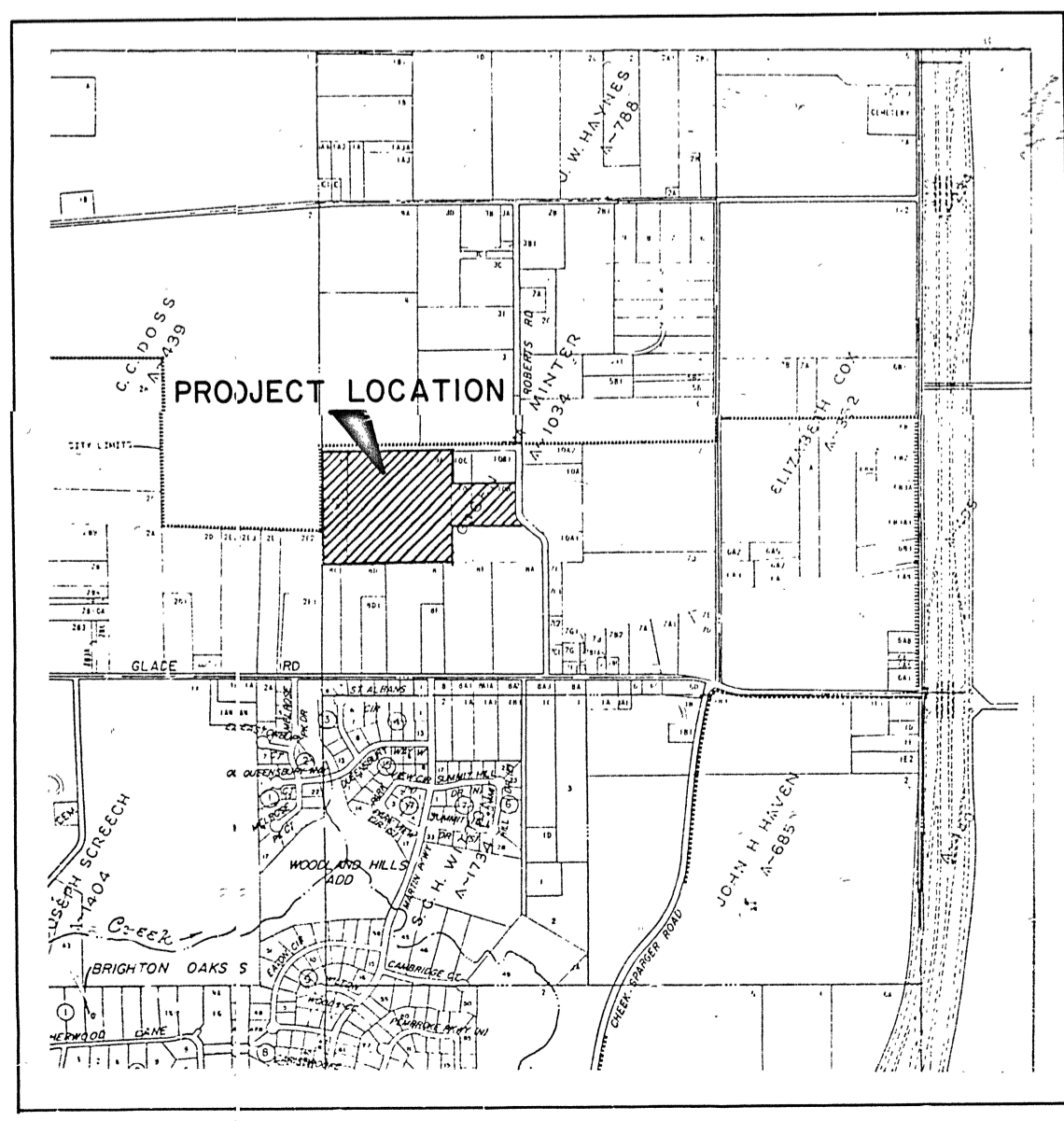
John L. Melton
John L. Melton, R.P.S. No. 4268

STATE OF TEXAS:

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared John Melton, J.B. Sandlin known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of June, 1986.

Carroth Hyler
NOTARY PUBLIC
in and for the State of Texas



FINAL PLAT
OF
FOX MEADOWS ADDITION
A
29.691 ACRE TRACT
OUT OF THE
GREEN W. MINTER SURVEY, ABSTRACT NO. 1034
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

PREPARED FOR
J.B. SANDLIN HOMES
5137 DAVIS BLVD.
FORT WORTH, TEXAS, 76118
(817) 281-3509

PREPARED BY:
WASHINGTON/WALLACE, INC.
ENGINEERS • PLANNERS • SURVEYORS
500 GRAPEVINE HWY. - SUITE 375
HURST, TEXAS 76054 817/485-0707

JULY, 1986

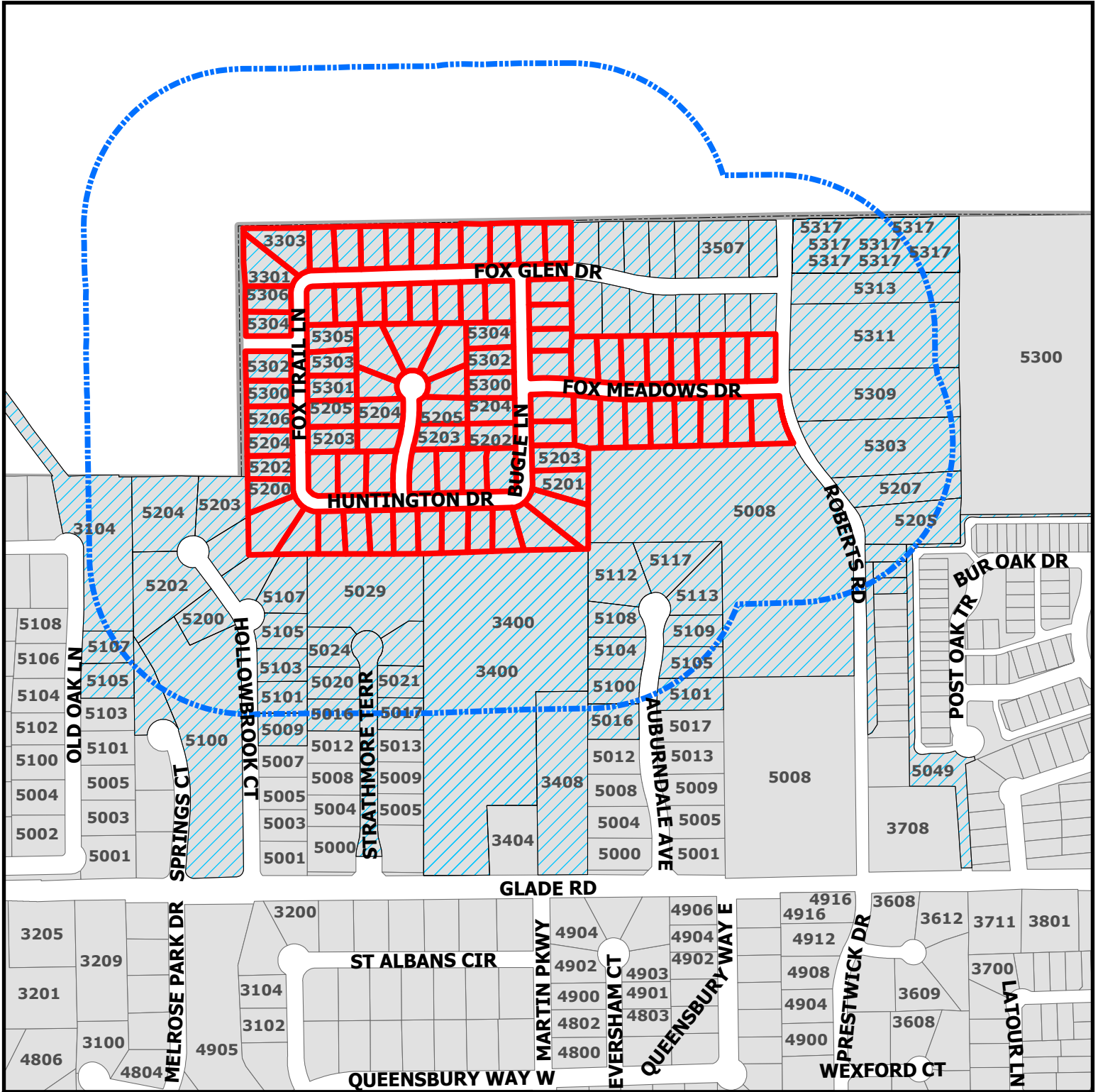
FOX MEADOWS ADDN

Return to:
City of Colleyville
P.O. Box 1185
Colleyville, Texas 76034

CURVE DATA

CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD
1	1306.12	006 08 08	139.87	70.00	139.80
2	233.92	006 04 38	39.06	49.58	99.01
3	2517.02	001 35 36	70.00	35.00	69.99
4	2517.02	001 35 36	70.00	35.00	69.99
5	45.00	089 46 36	70.51	44.83	63.52
6	45.00	090 11 41	70.84	45.15	63.75
7	45.00	089 56 30	70.64	44.95	63.61
8	225.00	015 05 02	59.23	29.79	59.06
9	899.15	014 18 11	224.46	112.81	223.87
10	500.00	025 49 31	225.37	114.63	223.46

Notification Map






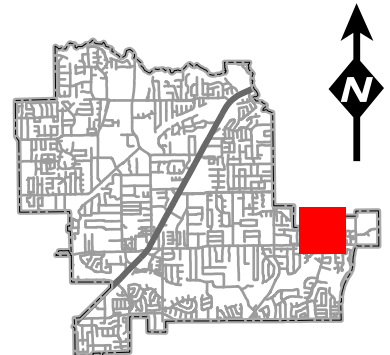
ZC25-030

Fox Meadows Addition



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-  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, January 12, 2026, at 7:00 p.m.
City Council Meetings: Tuesday, February 3, 2026 & Tuesday, February 17, 2026, at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

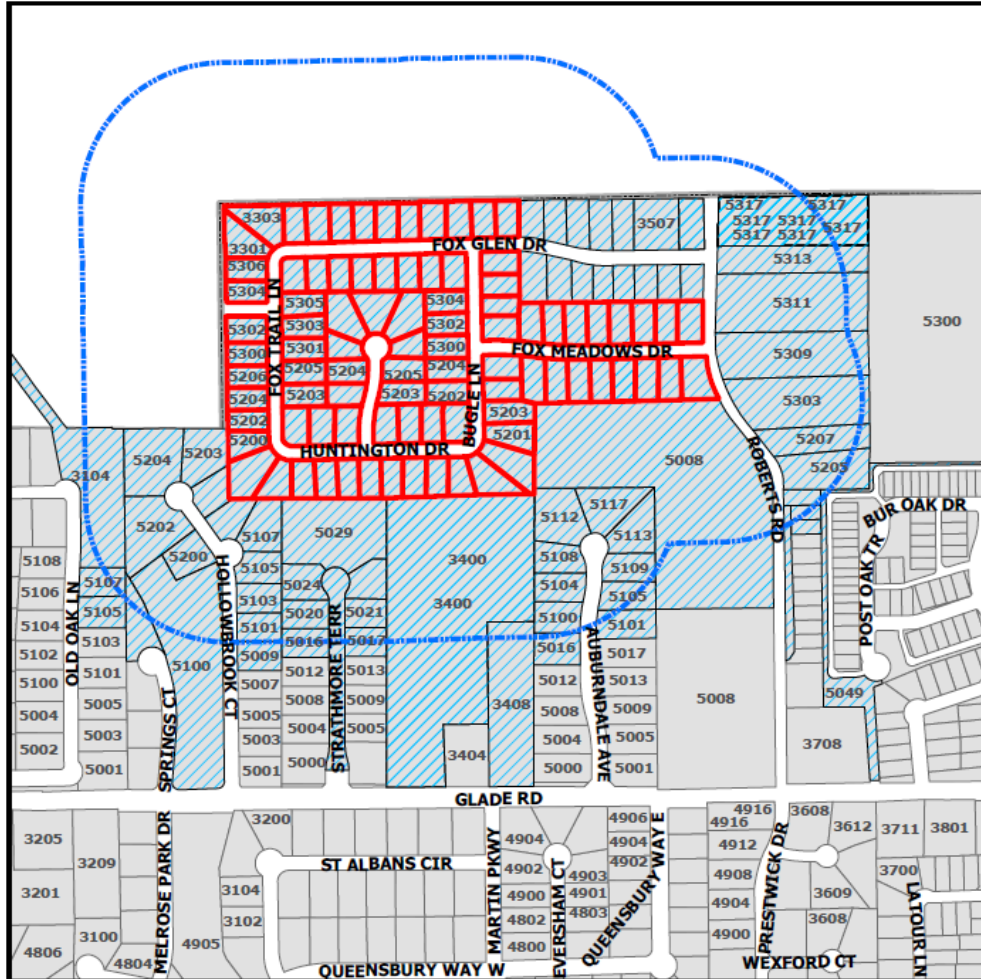
- Request:** Consideration of a rezoning from RD Two-Family Residential to PUD-R Planned Unit Development Residential on Lots 1-12, Block 1; Lots 1-14, Block 2; Lots 1-30, Block 3; Lots 1-34, Block 4, of the Fox Meadows Addition, being approximately 29.7 acres, and zoned RD Two-Family Residential. The request is to rezone the subject property to only allow single-family dwellings.
- Zoning Case:** ZC25-030
- Applicant:** Edward Wieland
- Property Description:** Lots 1-12, Block 1; Lots 1-14, Block 2; Lots 1-30, Block 3; Lots 1-34, Block 4, of the Fox Meadows Addition
- Present Zoning:** RD Two-Family Residential

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

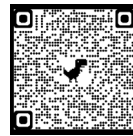
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

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

NOTICE OF PUBLIC HEARING



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



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

Daniel Ponder

Daniel Ponder
Planning Manager

From: [REDACTED]
Sent: Monday, January 12, 2026 9:59 AM
To: Ben Bryner <BBryner@colleyville.com>
Subject: Concern regarding rezoning of Fox Meadows Addition (case ZC25-030)

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor and City Council Members,

My name is Kenneth Smith, and I am a resident of the subdivision affected by the proposed rezoning from RD (Two-Family Residential) to PUD-R (Planned Unit Development – Residential).

While I previously supported the rezoning request, I want to clarify that I do **not** support the creation of a Homeowners Association (HOA) or any mandatory maintenance fees for residents.

I am concerned that PUD open space requirements could result in the formation of an HOA and ongoing financial obligations for homeowners. I respectfully request that, if this rezoning is approved, the PUD conditions explicitly:

- Prohibit the formation of a Homeowners Association
- Prohibit mandatory maintenance or assessment fees
- Ensure that any required open space is maintained by the City of Colleyville, not the residents

If these conditions cannot be met, I would prefer that the open space requirement be removed entirely.

Respectfully,

Kenneth Smith
Colleyville, Texas

ORDINANCE O-26-2358

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 29.691 ACRES, BEING LOTS 1-12, BLOCK 1; LOTS 1-14, BLOCK 2; LOTS 1-30, BLOCK 3; AND LOTS 1-34, BLOCK 4, OF THE FOX MEADOWS ADDITION, BY AUTHORIZING A REZONING FROM RD TWO-FAMILY RESIDENTIAL DISTRICT TO PUD-R PLANNED UNIT DEVELOPMENT – RESIDENTIAL DISTRICT; 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 an application for a rezoning from RD Two-Family Residential district to PUD-R Planned Unit Development – Residential district, under Case ZC25-030; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; 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, the City Council is of the opinion the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a rezoning from RD Two-Family Residential district to PUD-R Planned Unit Development – Residential district as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is to allow for a single-family residential development of no more than 90 single-family detached dwelling units.
- b. All development or improvement of the subject property shall be in conformance with the R-20 Single-Family Residential District regulations, subject to the exceptions set forth in this Ordinance.
- c. The subject property is subject to all regulations in the Land Development Code, except where amended herein.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and subdivision design shall be consistent with the plat, labeled as Exhibit "B".

3. PERMITTED USES

- a. The subject property shall be used solely for detached single-family residences.

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

The R-20 lot standards and setbacks are herein modified as follows:

- a. Minimum Lot Size: 9,600 square feet
- b. Minimum Lot Width: 72 feet. Lots that front a cul-de-sac or street turn shall be no less than 37 feet.
- c. Front Yard Setback: 25 feet

- d. Alternative Front Yard Setbacks: 45 feet for Lots 7, 17, and 18, Block 3; and Lots 29, 30, and 31, Block 4; 40 feet for Lots 11 and 12, Block 2; and 35 feet for Lots 6, 8, 16, and 19, Block 3.
- e. Side Yard Setback: 10 feet
- f. Rear Yard Setback: 25 feet
- g. Street Side Yard Setback: 25 feet
- h. Maximum Lot Coverage: 50 percent
- i. Maximum Impervious Coverage: 70 percent

5. OPEN SPACE

- a. This development shall not be required to provide any common open space area.

- Sec. 4. 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. 5. 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. 6. 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. 7. 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 3rd day of February 2026.

The second reading and public hearing being conducted on the 17th day of February 2026.

APPROVED BY A VOTE OF _ AYES AND _ NAYS ON THIS THE 17TH DAY OF FEBRUARY 2026.

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

ATTEST:

CITY OF COLLEYVILLE

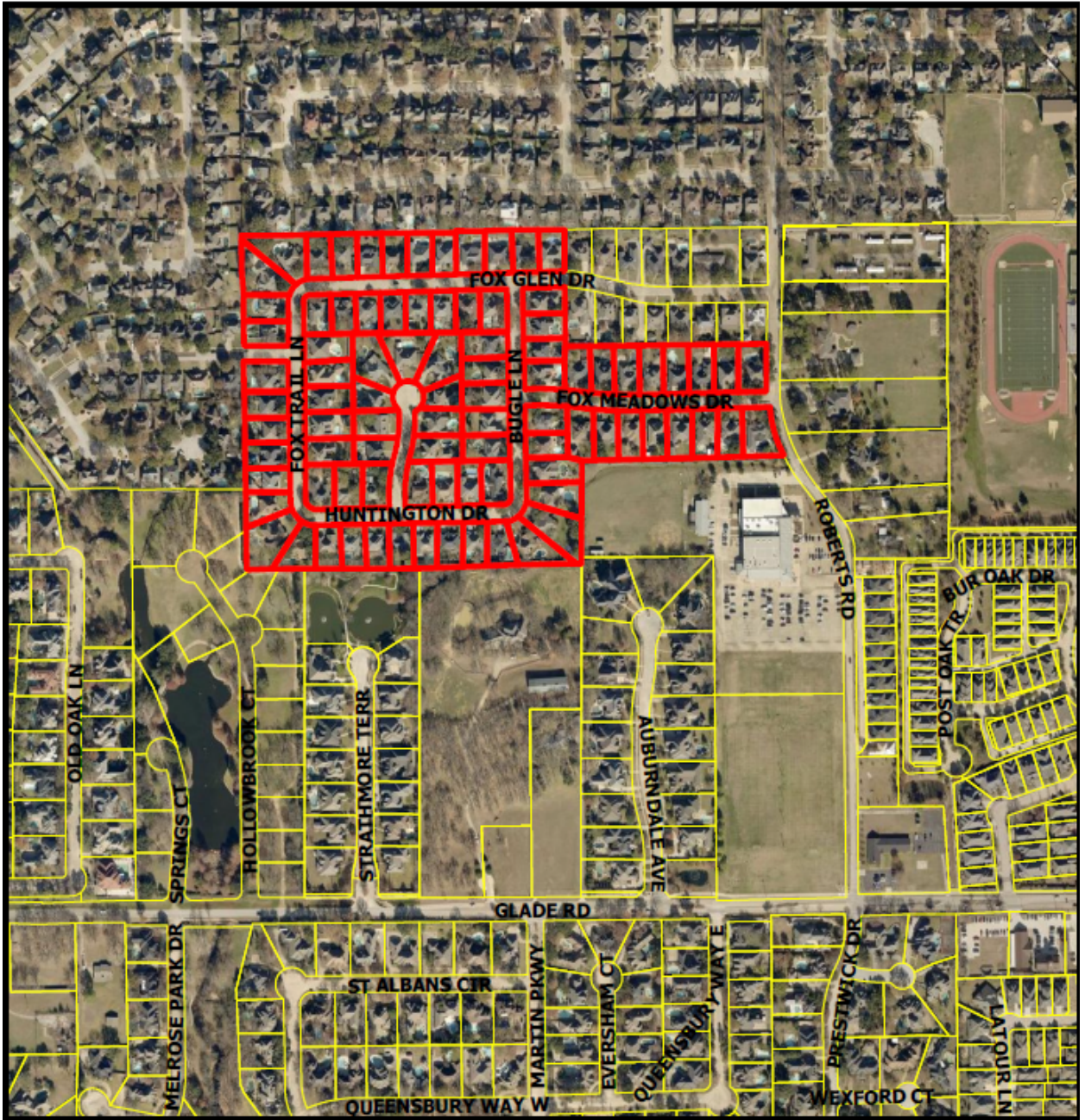
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Aerial Map



RESOLUTION R-26-5117

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
FEBRUARY 3, 2026**

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 3RD DAY OF FEBRUARY 2026.

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