



# **CITY OF COLLEYVILLE CITY COUNCIL AGENDA**

100 Main Street, Colleyville, Texas, 76034

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**TUESDAY, APRIL 21, 2026**

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

## **CALL TO ORDER**

- WS-1** Discussion of potential golf cart regulations
- WS-2** Discussion of the regulations regarding food to alcohol ratio sales
- WS-3** Review of the City Council Rules of Procedure
- WS-4** Discussion of the April 21, 2026, City Council regular agenda items

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

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

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

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

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

**INVOCATION: Pastor Martin Richardson, Crown of Life  
PRESENTATION OF THE COLORS AND PLEDGE OF ALLEGIANCE  
Boy Scout Troop 28**

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-26-5137**

**3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Recognition of Unique Landscaping for the donation and installation of trees at McPherson Park - Mayor Bobby Lindamood and Kurt and Donna Kauffman, owners

**4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5138**

**4a** Approval of the April 7, 2026, City Council minutes

**4b** Approval of a Construction Services Agreement with Onyx Construction Group LLC, for the Colleyville Center Window Replacement Project, in an amount not to exceed \$274,500.00, a contingency amount not to exceed \$30,000.00, and authorizing the City Manager to execute the agreement

**4c** Approval of a Construction Services Agreement with Enviromatic Services for the FY 2026 Colleyville Center HVAC project, in an amount not to exceed \$126,325.07, a contingency amount not to exceed \$13,000.00, and authorizing the City Manager to execute the agreement

**4d** Approval of a Construction Services Agreement with Enviromatic Services for the Recreation Center HVAC project, in an amount not to exceed \$350,414.24, a contingency amount not to exceed \$35,000.00, and authorizing the City Manager to execute the agreement

**4e** Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$65,146.88, for the Texas Tree Trail Phase II project, and authorizing the City Manager to execute the agreement

**4f** Appointing members to the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Board

**5. ITEMS NOT FOR CITY COUNCIL ACTION**

**5a** Monthly Financial Report - March 2026

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

**6a** Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations, which includes edits throughout the section, Case GC26-003

**7. CITIZEN COMMENTS**

**8. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, APRIL 21, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5139**

**9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, April 15, 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

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**Agenda Number** WS-1

**Agenda Date** 4/21/2026

**Type** Worksession

**Department** City Manager

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## **Title**

Discussion of potential golf cart regulations

## **Explanation**

This agenda item provides for a discussion of potential golf cart regulations.

## **Attachments**

1. Golf Cart Regulations Discussion Presentation

# Discussion of Potential Golf Cart Regulations

City Council Worksession  
April 21, 2026



- City Attorney provided a presentation on legal ability to regulate golf carts at the February 3, 2026 Worksession
- City Council expressed interest in
  - Discussing the topic further
  - Looking at the Trophy Club ordinance as a starting point, with some potential changes
- This presentation offers potential regulations for the City Council to consider and discuss

## WHAT

- **Motorized Cart or Cart** – [Allow, but regulate] - Electric or gasoline powered carts, commonly referred to as golf carts, and have a top speed of less than twenty (20) miles per hour on a paved level surface. Specifically excludes motorized conveyances commonly referred to as Low Speed Vehicles (LSV's), Neighborhood Electric Vehicles (NEV's), ATVs, four-wheelers, mules, gators, and go-carts.
- **ATV and Similar Vehicles** – [Do not allow] - Motorized conveyances commonly referred to as ATVs, four-wheelers, mules, gators, go-carts, and any similar gas powered conveyance on a public roadway
- **Low Speed Vehicle and Neighborhood Electric Vehicles** – [Allow as authorized by the Transportation Code if registered as a motor vehicle.] LSVs/NEVs are larger than golf carts, but smaller than most passenger vehicles, and have a top speed of 35 mph. If operated on City streets, LSV's and NEV's shall be required to meet all State and Federal safety standards and be registered as motor vehicles in accordance with the Texas Transportation Code.

## WHO

- Operators must have a valid Texas drivers license (age 16+) & liability insurance
- Authorized City personnel may operate a motorized cart, ATV or similar vehicle, LSV, or NEV when acting in an official capacity for City business

## HOW

- Operators must obey all state and local traffic and parking laws, and may be ticketed for violations
- Operation restricted to daylight hours
- Various safety equipment required (ex. headlamps, tail lamps, side reflectors, stop lamps, parking brake, side mirrors, horn, windshield) + license plate
- Number of passengers may not exceed the seating capacity, and all passengers must be seated
- Entitled to use full lane of a street; no operation between lanes or traffic or adjacent lines or rows of vehicles
- No overtaking and passing in the same lane occupied by the vehicle being overtaken
- Motorized carts must be parked in the same manner and at the same places designated for the parking of motor vehicles

## WHERE

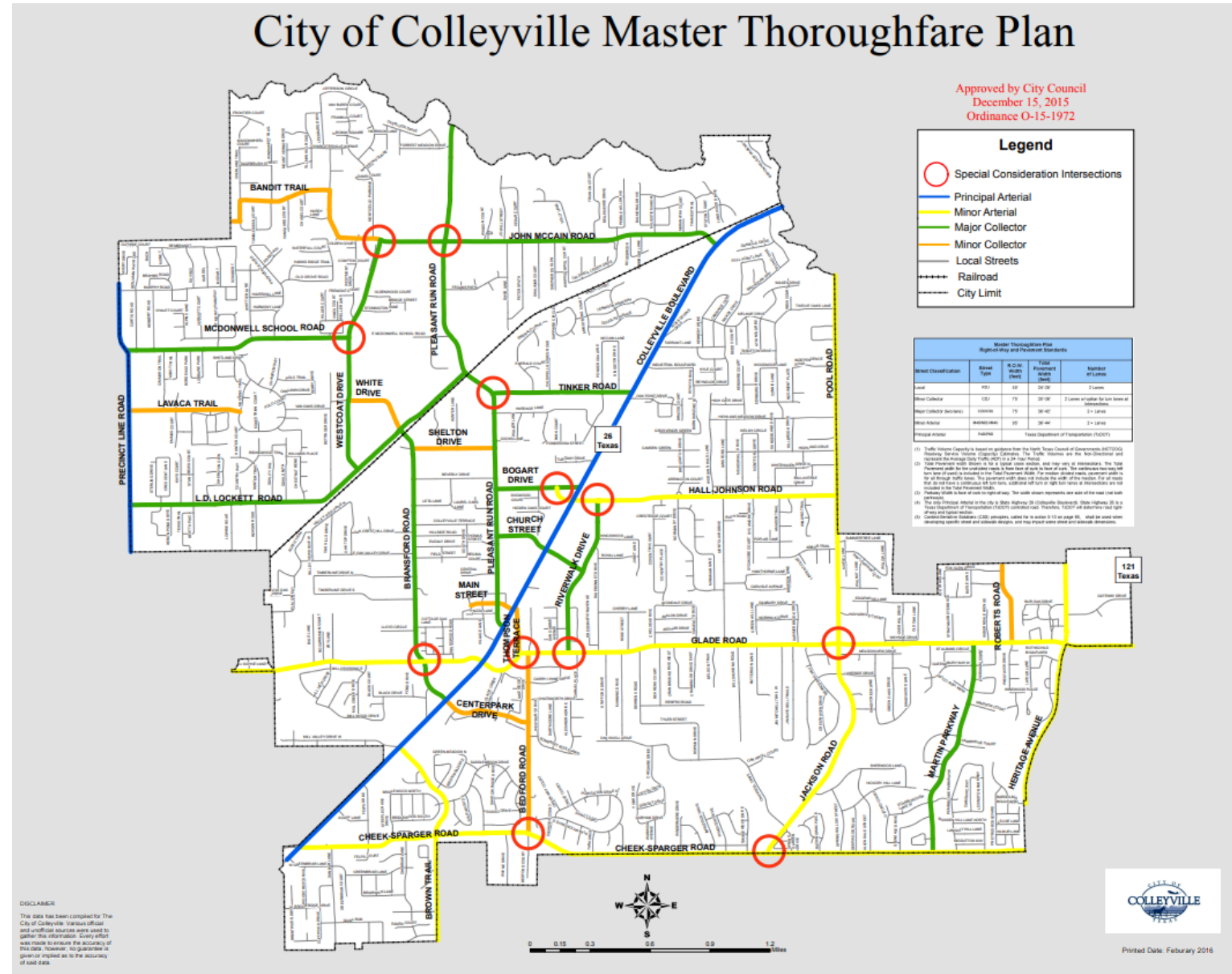
- Carts may not be operated on walking/jogging paths or sidewalks
- Only on streets with a max speed of 35, a maximum of two lanes, and not a designated state or federal highway
- Specific major roads are prohibited [could use a map to indicate prohibited roads]
- May not be used to drive to commercial destinations [??]
- Carts may be operated within a private or gated community (no City owned streets; no City traffic enforcement) if approved by the neighborhood [??]
- A driver operating a motorized cart may cross an intersection including
  - A road or street that has a posted speed limit of more than thirty-five (35) miles per hour as authorized by the Texas Transportation Code, as amended
  - A multi-lane street (more than one lane in each direction) only at an intersection controlled by an official traffic control device which stops traffic from all directions

# Potential Regulations



## WHERE con't

- Prohibit on any arterial or collector roads (those in colors)
- Allow on local streets only (shown in black)



## **Legal Background**

[Council Worksession 2.3.26]

- In cities that do not have a golf cart ordinance, their use is governed by Texas Transportation Code section 551.403.
- Golf carts may be operated:
  - In a master planned community for which the county or municipality has approved one or more plats, on roads and highways for which the posted speed limit is not greater than 35 miles per hour; and
  - On a highway for which the posted speed limit is not more than 35 miles per hour, but only during the daytime and not more than five miles from the location where it is usually parked for golf course transportation.
- The Texas Attorney General has ruled that this provision is for transportation to and from a golf course.

The Texas Supreme Court has defined “Master Planned Community” as follows:

- **Master planned communities** are typically residential developments zoned as planned unit developments with a homeowners’ association to maintain common area improvements and to enforce other covenants and restrictions after the initial development stage. The owners of the individual units hold title to the unit, but the association holds title to the common amenities. Membership in the association is mandatory for all owners of individual units.

*Parkway v. Woodruff*, 901 S.W. 2d 434, 440 (TEX 1995)

- The Texas DMV does not title and register golf carts, but if one is to be used according to 551.403 on city streets, then it must have a golf course license plate obtainable from the local tax assessor's office.
- The Texas DMV also requires golf carts operated on city streets to have the following equipment:
  - Head and tail lamps;
  - Reflectors;
  - Parking brake;
  - Mirrors.

- Texas Transportation Code section 551.404 provides authority for the governing body of a municipality to regulate the operation of golf carts on highways that are:
  - Within the corporate boundaries of the municipality;
  - Have a posted speed limit of not more than 35 MPH.

# Examples of Local Ordinances: Comparator Cities

City	Regulates Golf Carts	Notes on Regulations
Southlake	Yes	<ul style="list-style-type: none"> <li>• Only on streets with a max speed of 35</li> <li>• Operators must have valid drivers license and insurance</li> <li>• Operation restricted to daylight hours</li> <li>• License plate required</li> <li>• All passengers must be seated</li> </ul>
Grapevine	No	
Keller	Yes	<ul style="list-style-type: none"> <li>• Only on street with a max speed of 35</li> <li>• Specific major roads are prohibited</li> <li>• Limited to daylight operation</li> <li>• May not used to drive to commercial destinations except for golf courses</li> <li>• Various safety equipment required</li> <li>• Drivers must have valid drivers license and insurance</li> <li>• Cannot be operated on sidewalks</li> </ul>
North Richland Hills	No	
Bedford	Yes	<ul style="list-style-type: none"> <li>• Only on street with a max speed of 35</li> <li>• Operator must have valid drivers license and insurance</li> <li>• Operation limited to daytime operation</li> <li>• Requires various safety equipment</li> <li>• Cannot be operated on sidewalks</li> </ul>

# Examples of Local Ordinances: Comparator Cities

City	Regulates Golf Carts	Notes on Regulations
Eules	No	
Hurst	No	
Trophy Club	Yes	<ul style="list-style-type: none"> <li>• Only on streets with a max speed of 35, a maximum of two lanes, and not a designated state or federal highway</li> <li>• Operators must obey all state and local traffic and parking laws, and may be ticketed for violations</li> <li>• Valid Texas drivers license required</li> <li>• Carts may not be operated on walking/jogging paths or sidewalks</li> <li>• Number of passengers may not exceed the seating capacity, and all passengers must be seated</li> <li>• Liability insurance is required</li> <li>• Various safety equipment required</li> </ul>
Frisco	Yes	<ul style="list-style-type: none"> <li>• Only on streets with a max speed of 35</li> <li>• Operators must have valid drivers license and insurance</li> <li>• Operator must comply with all state, local, and federal laws</li> <li>• All passengers must be seated in a seat designed to hold passengers</li> <li>• Various safety equipment required</li> </ul>

## Staff seeks direction from Council on next steps

### Possible direction includes:

1. Continue to allow golf cart operation only in conformance with Section 551.403 of the Transportation Code
2. Direct staff and legal to prepare proposed local regulations governing use of golf carts within neighborhoods and/or other public roads
3. Bring this topic back for further discussion at a future work session

## Questions?





# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** WS-2

**Agenda Date** 4/21/2026

**Type** Worksession

**Department** Community Development

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## **Title**

Discussion of the regulations regarding food to alcohol ratio sales

## **Explanation**

The City of Colleyville amended the Municipal Code regarding alcoholic beverage sales for on-premises consumption in 2019, requiring that at least 40 percent of the gross receipts of such business shall be from non-alcohol and food sales. Staff has reviewed the food to alcohol ratio of the surrounding cities for the review of the ratio being used by the City. The requirement for obtaining a Special Use Permit (SUP) for alcoholic beverage sales - on-premises consumption remains.

## **Attachments**

1. Alcohol Ratio Presentation

# Food to Alcohol Ratios

April 21, 2026  
Council Worksession



<u>City</u>	<u>Food to Alcohol Ratio (Restaurants)</u>
Southlake	25% / 75%
Grapevine	50% / 50%
Keller	25% / 75%
Hurst	40% / 60%
NRH	25% / 75%
Eules	50% / 50%

# Questions/Comments



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** WS-3

**Agenda Date** 4/21/2026

**Type** Worksession

**Department** City Secretary

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## **Title**

Review of the City Council Rules of Procedure

## **Explanation**

The City Council Rules of Procedure are reviewed annually by staff and City Council. Staff has reviewed the City Council Rules of Procedures and is recommending housekeeping changes, primarily due to legislation. The recommended changes are highlighted in red and noted on the attached marked copy.

Section 1.2 - Councilmember Orientation/Training/Goals and Objectives Visioning. Within 60 days of the General Election, **or sooner if incumbents are unopposed**, the Mayor will call a worksession for Councilmember Orientation/Training/Goals and Objectives/Visioning, for which all Councilmembers will be required to attend. The worksession will be posted in compliance with the Texas Open Meetings Act, however minutes or recording will not be required.

2.4 Minutes of Meetings. An account of all proceedings of the City Council shall be kept by the City Secretary and shall be ~~in a book~~ **permanently retained electronically, thus** constituting the official record of the City Council. The Official City Council Minutes are action minutes and provide the action taken by the City Council and a summary of subjects discussed.

3.2 Special and Emergency Meetings. Special meetings may be held on the call of the Mayor or four (4) members of the City Council at the place within the City of Colleyville designated in the public notice, **posted three business days prior to the meeting date**. In accordance with State law, **Section 551.045**, the notice to the public of an emergency meeting must be posted at least ~~two~~ **one** hour before the meeting is scheduled to begin. An emergency meeting exists only if immediate action is required of a governmental body because of an "imminent threat to public health and safety" or a "reasonably unforeseeable situation".

## Preparation of Agenda.

1. The order of business of each meeting shall be as contained in the City Council agenda compiled and prepared by the City Secretary and approved by the City Manager. The agenda shall be a listing by topic of subjects to be considered by the City Council, and, in the case of regular meetings, shall be delivered to the City Council not less than **three business days, (Wednesday, prior to Tuesday**

meeting) proceeding the Tuesday evening meeting to which it pertains. An item shall be placed on the agenda when requested by the Mayor or any two members of the City Council at the next regularly scheduled meeting of the City Council.

2. Any member of the City Council desiring to present a subject for City Council consideration shall advise in writing to the City Manager of the fact no later than 4:30 p.m. on ~~Wednesday~~ **Monday** preceding regular City Council meetings. Subject matter will be accompanied by a summary regarding the purpose for the inclusion of this subject on the agenda.

F. The City Manager, through the City Secretary, shall provide the City Council with a written analysis of and recommendation of items to be acted on by the City Council at its meetings. These communications shall be generally referred to as agenda packets. The agenda packets for all regular meetings shall be delivered to the City Council by the ~~Friday~~ **within three business days of the preceding** Tuesday regular meeting to which it pertains, unless an emergency condition makes it necessary to deliver the communication on a subsequent day.

e. Citizens may speak on items under the item "Citizen Comments". The presentation time period is **no longer than five minutes**, as ~~listed herein in Section 5.3a.~~ **stated in Section 5.3 a. The City Council will take no action on the items presented under "Citizen Comments"**.

If no applications are received or fewer applications than open positions are received, the City Council may fill positions from the floor, request the City Secretary to advertise the open position(s) **or leave a vacant position open**. In the event of a vacancy other than an expiring term, the City Council may fill the position by a majority vote of the City Council. The appointee shall serve the unexpired term. **At any time, the City Council may consider the number of members appropriate to a Board, Commission, or Committee, and by resolution, enact a change and amend the bylaws.**

If City Council wishes to adopt these changes, the item will come forward for action at a future City Council meeting.

### **Attachments**

1. City Council Rules of Procedure - Marked



**CITY COUNCIL**

**RULES OF PROCEDURE**

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## **SECTION I. AUTHORITY**

- 1.1 Charter. Section 3.09B of the Charter of the City of Colleyville provides that "the Council shall determine its own rules and order of business..." Further, Section 2.01 of the Charter provides that the City Council shall have the powers, functions, rights, privileges and immunities of every name and nature, that are now or hereafter, may be granted to a Home Rule City by the Constitution and State law, together with all implied powers necessary to carry into execution all such powers granted." In order to provide the framework for the execution of these powers and authority, the following set of rules shall be in effect upon their adoption by the City Council, and until such times as they are amended or new rules adopted in the manner provided for by these rules.
- 1.2 Councilmember Orientation/Training/Goals and Objectives Visioning. Within 60 days of the General Election, or sooner if incumbents are unopposed, the Mayor will call a worksession for Councilmember Orientation/Training/Goals and Objectives/Visioning, for which all Councilmembers will be required to attend. The worksession will be posted in compliance with the Texas Open Meetings Act, however minutes or recording will not be required.
- 1.3 Annual Review. Following the municipal elections each year, City Council may review these rules in accordance with the Charter. In the event no annual review occurs, the standing rules will continue in effect. This does not limit the City Council's right and ability to amend these rules at any other time during the year, in accordance with the Charter.
- 1.4 Amendments. These rules may be amended or new rules adopted by a majority vote of the members of the City Council present.

## **SECTION II. GENERAL RULES**

- 2.1 ~~–Meetings to be Public.~~ 2.1 Meetings to be Public. All meetings of the City Council shall be open to the public, with the exception of Executive Session and as otherwise provided by law.
- 2.2 City Council. For purposes of these rules, the collective membership of the Mayor and City Councilmembers shall be known as the City Council. Individually, each shall be referred to as Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, or Councilmember.
- 2.3 Quorum. Four (4) voting members of the City Council shall constitute a quorum.

- 2.4 Minutes of Meetings. An account of all proceedings of the City Council shall be kept by the City Secretary and shall be permanently retained electronically, thus entered in a book constituting the official record of the City Council. The Official City Council Minutes are action minutes and provide the action taken by the City Council and a summary of subjects discussed.
- 2.5 Questions to Contain One Subject. All questions submitted for a vote shall contain only one subject. If two or more points are involved, any Councilmember may require a division, if the question reasonably admits of a division. Division shall be required only on the affirmative vote of three (3) Councilmembers. If no division is so requested and approved, or the questions do not reasonably admit of a division, the question shall be submitted as originally framed.
- 2.6 City Manager. The City Manager shall attend all City Council meetings unless expressly excused. The City Manager may make recommendations to the City Council and take part in all discussions of the City Council, but shall have no vote.
- 2.7 City Attorney. The City Attorney shall attend all regular meetings of the City Council unless expressly excused and, shall upon request by the Mayor, Councilmember, or City Manager; give an opinion, either written or oral, on questions of law during the meeting. The City Attorney shall act as the City Council's Parliamentarian. The City Attorney shall give an opinion, either written or oral, on questions of law to the City Manager or designated representative, during the course of daily affairs of the City. The City Attorney may make recommendations to the City Council and take part in all discussions of the City Council, but shall have no vote. The City Attorney shall confer and discuss with a Councilmember or the Mayor regarding a question of law pertaining to the affairs of the City. In such event, the City Attorney shall advise the City Manager of the question posed and information provided. The City Manager shall forward the information to the full City Council as soon as reasonably practical.
- 2.8 City Secretary. The City Secretary shall attend all meetings of the City Council unless expressly excused, and excused and shall keep the official minutes and perform such other duties as may be requested by the City Council.
- 2.9 Employees. Any employee of the City, when requested by the City Manager, shall attend any meeting of the City Council and, if requested to do so by the City Manager, such employee may present information relating to matters before the City Council. The City Manager will determine the staff spokesperson for providing information, for a particular agenda item, at the City Council meeting.

- 2.10 Suspension of Rules. Any provisions of these rules not governed by State law, the City Charter, or City Code may be suspended by a majority vote of all Councilmembers present and eligible to vote.
- 2.11 Executive Session. All matters discussed in Executive Session, as authorized by the Texas Open Meetings Act, may be deemed confidential and by law, participants authorized to attend Executive Sessions are not required to make public disclosure concerning the matters discussed in Executive Session. It shall be the policy of the City Council, the Mayor, individual Councilmembers, City Manager, City Attorney, City Secretary, and others who are authorized to attend Executive Sessions shall not make selective disclosure of confidential matters; where the disclosure of the information has not been released to the general public and/or where such disclosure provides an unfair advantage to the recipient or would be detrimental to the City and its citizens. For the opening and closing of an Executive Session, the Mayor shall do such at the location as noted on the official agenda notice posted in compliance with the Texas Open Meetings Act, and all of this information must be included in the certified agenda. (Tex. Gov't Code §551.103) For purposes of regular agenda meeting postings, the opening and closing of an Executive Session shall be done in the Executive Conference Room of City Hall.

### **SECTION III. TYPES OF MEETINGS**

- 3.1 Regular Meetings. The City Council shall meet in City Hall on the first and third Tuesday of each month at 7:00 p.m. unless otherwise officially established by the City Council. The City Council shall take a vote at 12:00 a.m. on whether or not to continue a meeting for additional time if further items are on the agenda and have not been considered. The call for and conduct of all meetings of the City Council, both regular and special as provided in Section 3.2 hereof, shall be in accordance with State law.
- 3.2 Special and Emergency Meetings. Special meetings may be held on the call of the Mayor or four (4) members of the City Council at the place within the City of Colleyville designated in the public notice, posted three business days prior to the meeting date. In accordance with State law, Section 551.045, the notice to the public of an emergency meeting must be posted at least one two-hours before the meeting is scheduled to begin. An emergency meeting exists only if immediate action is required of a governmental body because of an "imminent threat to public health and safety" or a "reasonably unforeseeable situation".

- 3.3 Recessed Meetings. Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a longer period than until the next regularly scheduled City Council meeting.
- 3.4 Worksession Meetings. The Mayor, any three (3) Councilmembers, or the City Manager for the purpose of discussing in depth, investigating, or exploring matters of interest to the City, without formal action being taken thereon by the City Council, may call Worksession meetings. The time, place, and purpose of such worksession meeting shall be stated in a notice complying with the Texas Open Meetings Act. Such worksession meetings may be held in any appropriate location outside the City Hall upon concurrence by any three (3) Councilmembers or as determined by the City Manager. Such worksession meetings may include, but shall not be limited to, meetings with neighboring governmental bodies or agencies, meetings with one of the City's appointed boards, commissions, or committees, civic organizations, or a meeting for Councilmembers to research, evaluate, explore, investigate or discuss any matter of interest or possible action affecting the City, subject to compliance with the provisions of the Texas Open Meetings Act.

No official action shall be taken at any worksession meeting, unless a regular or special meeting is called as provided for in these Rules.

#### **SECTION IV. CONDUCT OF MEETINGS**

- 4.1 Presiding Officer. The Mayor, if present, shall preside at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both Mayor and Mayor Pro Tem, the Deputy Mayor Pro Tem shall preside. In the event the first three are absent, the most senior tenured Councilmember, by last name alphabetical order, shall preside.
- 4.2 Call to Order. The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Mayor Pro Tem. In the absence of both the Mayor and Mayor Pro Tem, the Deputy Mayor Pro Tem shall call the meeting to order. In the event the first three are absent, the meeting shall be called to order by the City Secretary.
- 4.3 Preservation of Order. The Mayor shall preserve order and decorum, prevent clash of personalities or the impugning of Councilmembers' motives to occur and confine Councilmembers in debate to the question under discussion.
- 4.4 Points of Order. The Mayor shall determine all points of order, subject to the right of any Councilmember to appeal to the City Council. If any appeal is taken, the question shall be "Shall the decision of the Mayor be sustained?"

- 4.5 Questions to be stated. The Mayor shall state all questions submitted for a vote and announce the result.
- 4.6 Substitution for Mayor. The Mayor may call the Mayor Pro Tem, or in the Mayor Pro Tem's absence, the Deputy Mayor Pro Tem first, or any other Councilmember to take the Mayor's place in the chair, such substitutions not to continue beyond adjournment.
- 4.7 Amendment to the Minutes. Amendments to the Minutes are made by a motion during the item to consider approval of the minutes. The Minutes are action minutes and provide the action taken by City Council and a summary of subjects discussed. If a Councilmember desires that certain information be included in the minutes, the Councilmember shall state prior to the information, "For the record". If it is a lengthy statement, a written copy shall be provided to the City Secretary.
- 4.8 Written Correspondence. A citizen's request in the reading of a statement into the public record as part of a City Council agenda item is at the sole discretion of any member or all of the governing body. The City Council is not obligated to provide for a reading of correspondence into the public record on behalf of an absent individual as part of a City Council public hearing. The City Council, any or all Councilmembers, may elect to provide for a reading of the correspondence, make reference indicating the general position of the correspondence, or pass over the correspondence. The correspondence is provided to City Council and is included in the City Council agenda packet.

## **SECTION V. AGENDA**

### **5.1 Preparation of Agenda.**

- A. The order of business of each meeting shall be as contained in the City Council agenda compiled and prepared by the City Secretary and approved by the City Manager. The agenda shall be a listing by topic of subjects to be considered by the City Council, and, in the case of regular meetings, shall be delivered to the City Council not less than ~~72-hour~~three business days, (Wednesday, prior to Tuesday meeting) preceding the Tuesday evening meeting to which it pertains. An item shall be placed on the agenda when requested by the Mayor or any two members of the City Council at the next regularly scheduled meeting of the City Council.
- B. Any member of the City Council desiring to present a subject for City Council consideration shall advise in writing to the City Manager of the fact no later than 4:30 p.m. on ~~Monday~~Wednesday preceding regular City Council meetings. Subject matter will be accompanied by a summary regarding the purpose for the inclusion of this subject on the agenda.

- C. Items Omitted from Agenda. Any item not appearing on the agenda shall not be taken up for discussion as a matter of City Council business during a regular meeting unless it is of an emergency nature and comes to the City's attention too late to appear on the agenda. Such special, urgent, or emergency issues shall be posted in compliance with the Texas Open Meetings Act and the City Charter and may be added as a supplemental item to the regular agenda.
- D. The regular agenda items shall be generally considered in the following order:
- a. Worksession Items
  - b. Executive Session – Executive Conference Room
  - c. Call to Order - 7:00 p.m. - Council Chambers
  - d. Invocation
  - e. Pledge of Allegiance
  - f. Resolution action on Executive Session item(s)
  - g. Announcements, Proclamations and Presentations
  - h. Consent Items
  - i. Items not for City Council action
  - j. Public Hearings
    - Ordinance(s), Tabled Ordinance(s), Resolution(s),  
Tabled Resolution(s)
  - k. Citizen Comments
  - l. Reports of Boards, Commissions, and Committees
  - m. Resolution approving City Council action not otherwise approved
  - n. Adjournment
- E. The general order of a Public Hearing shall be:
- a. Staff presentation
  - b. Applicant introductory presentation – five minutes, longer if the project warrants
  - c. City Council discussion
  - d. Open Public Hearing
  - e. Citizen comments - five minutes each (Large groups supporting the same position may be asked to select a representative to speak for the group)
  - f. Close public hearing
  - g. City Council discussion and vote
  - h. In the alternative, the item may be tabled or continued to a future meeting of the City Council.
1. If the City Council wishes to consider additional public testimony, the public hearing shall be reopened and the public hearing and item shall be continued to a date certain.

2. If the Public Hearing is not reopened and continued to a date certain, the City Council may only conduct an additional public hearing upon publication of notice in accordance with Chapter 211 of the Local Government Code.

F. The City Manager, through the City Secretary, shall provide the City Council with a written analysis of and recommendation of items to be acted on by the City Council at its meetings. These communications shall be generally referred to as agenda packets. The agenda packets for all regular meetings shall be delivered to the City Council within three business days of by the Friday preceding ~~the~~ Tuesday regular meeting to which it pertains, unless an emergency condition makes it necessary to deliver the communication on a subsequent day.

G. The City Secretary shall post notices of all City Council meetings in order to afford compliance with the Texas Open Meetings Act.

5.2 Consent Agenda. In preparing the consent agenda, the City Manager shall consider the number and degree of complexity of items to be considered by the City Council for the purpose of conserving the City Council's time in meetings. Items, which are anticipated to be routine and require little or no discussion by the City Council shall be listed under the agenda category, styled "Consent Items". Prior to taking up the Consent Agenda, the Mayor shall determine if there are any items thereon which should be removed from the Consent Agenda for discussion. Any Councilmember may, upon request; remove any item from the Consent Agenda for discussion and separate action. Thereafter, all remaining Consent Agenda items may be acted upon by a single motion approving the Consent Agenda. Items removed from the Consent Agenda shall be considered on the ending Resolution, which is for action not otherwise approved.

### 5.3 Citizen Participation at Meetings.

- a. Presentations by citizens must be confined to the agenda item being considered and any questions will be directed to the Mayor. Citizens wishing to speak shall be allowed to speak, provided prior to the consideration of the item; said person completes and delivers to the City Secretary a Speaker's Card providing name, address, and topic. Presentation(s) by citizens shall be limited to a period of not more than five (5) minutes. Any time spent by the City Council will not be counted against the citizen's time allotment. No person shall speak more than the time limits provided herein on any subject, and unused time may not be passed to another speaker. That privilege shall not be accorded unless there is an exception supported by a majority of those eligible to vote.

The Mayor shall not be obligated to recognize a speaker for a second comment on a subject until all others have spoken and there is unused time available.

- b. Following a request by a Councilmember, the Mayor may request the City Council suspend the rules to allow citizens to speak after the public hearing has been closed.
- c. To maintain decorum, the Mayor shall recognize persons who have completed a Speaker Card indicating a desire to address the City Council.
- d. As a rule, citizens may not participate in discussions of the City Council except when recognized by the Mayor and during citizen presentations, public hearings, and as otherwise provided for in these Rules.
- e. Citizens may speak on items under the item "Citizen Comments". The presentation time period is no longer than five minutes, as listed herein stated in Section 5.3 a. The City Council will take no action on the items presented under "Citizen Comments".

## **SECTION VI. DECORUM AND DEBATE**

### **6.1 Decorum and Debate**

- a. These rules are intended to serve as a statement of intent as to how this City Council endeavors to conduct itself during City Council meetings. It is the intent of the City Council that all members shall act based on a consistent level of information, with the goal being to act fully informed on all matters. Accordingly, when a Councilmember obtains material relevant to a matter before the City Council, which has not otherwise been disclosed to the City Council, such Councilmember shall promptly provide such material to the City Manager and City Secretary for dissemination to the City Council. All such information will be disseminated and disclosed to the full City Council, prior to the case being presented.
- b. When a measure is presented for consideration to the City Council, the Mayor shall recognize the Councilmember(s) to present the case, as needed. When two or more Councilmembers wish to speak, the presiding officer shall name the Councilmember who is to speak first. No member of the City Council shall interrupt another while speaking except to make a point of order or to make a point of personal privilege.

- c. The Mayor shall not be obligated to recognize any Councilmember for a second comment on the subject or amendment until every Councilmember wishing to speak has been allowed a first comment.
- d. Questions from speakers to the City Council with request for an immediate answer, except the applicants and persons representing applicants on platting or zoning cases, shall be prohibited. A Councilmember's questions to speakers should be to specific individuals and the Mayor should explain to those individuals beforehand that they may come to the podium and answer if they choose to.
- e. Any Councilmember desiring to speak shall be recognized by the Mayor, and shall confine remarks to the subject under discussion or to be discussed. No Councilmember shall be allowed to speak more than once on any one subject until every Councilmember wishing to speak shall have spoken.
- f. No Councilmember shall be permitted to indulge in personalities, use language personally offensive, impugn motives of Councilmembers, charge deliberate misrepresentation, or use language tending to hold a member of the City Council, the public, or City staff up to contempt.
- g. The Mayor shall not permit unrecognized speaker's comments or allow a member of the audience to indulge in personalities, use language tending to hold the City Council, the public, or City staff up to contempt.
- h. If a Councilmember is transgressing the rules of the City Council, through speech or otherwise, the Mayor shall, or any Councilmember may, call him/her to order in which case he/she shall immediately be quiet unless permitted to explain. The City Council shall, if appealed to, decide the case without debate. If the decision is in favor of the Councilmember called to order, he/she shall be at liberty to proceed, but not otherwise, and if the case occurs, he/she shall be liable to censure or such punishment as the City Council deems proper, consistent with City Ordinances, Resolutions, and Charter.
- i. Any individual of the public who shall disrupt the City Council proceedings or disregard the Mayor shall first be warned of such offense and be requested that they refrain from disrupting the proceedings and/or disregarding the instructions of the Mayor. Any individual of the public failing to honor the first warning of the Mayor for order shall receive a second and final warning prior to expulsion and/or citation for disturbing a public meeting pursuant to State law. When the Mayor fails to maintain order and decorum, the Councilmembers may compel the

Mayor to enforce this provision following due parliamentary procedure, which affirms such compulsion by a majority vote of the City Council.

## **SECTION VII. PROCEDURES FOR CITY COUNCIL APPOINTMENTS**

Applications for Boards, Commissions, and Committees are accepted two months prior to the appointment term. Ex: March Appointments will be advertised and applications for appointment accepted January through February. The appointment periods are:

### **March appointments:**

- Colleyville Center Advisory Committee
- Parks and Recreation Advisory Board

### **June appointments:**

- Colleyville Economic Development Corporation
- Tax Increment Finance District
- Audit Committee
- Municipal Judge Review and Selection Committee

### **November appointments:**

- Colleyville Library Board
- Metroport Teen Court Advisory Board
- Planning and Zoning Commission
- Zoning Board of Adjustment/ Sign Board of Appeals

The applications for appointment, listing of Boards, Commissions, and Committees, and their responsibilities, and a roster of members are maintained on the City's website on the City Secretary page. The City Secretary contacts members whose terms will expire to advise they may reapply. Two months prior to the expiring terms, the City Secretary requests an announcement to be made in the *City E-News*, seeking applicants for those Boards, Commissions, and Committees with expiring terms.

Upon receipt of a spreadsheet and the applications for appointment distributed by the City Secretary to the Mayor and City Council prior to the Council meeting where the Mayor and Council will appoint members by resolution, the appointments can be discussed during the Worksession item – Discussion of the regular agenda items.

If during discussion of the appointments, the Mayor and City Council wish to appoint by slate, per resolution, the Mayor will read the resolution, inserting the names of those to be appointed. There will be discussion as needed however, if the Council agrees with the resolution as read, the motion, second, and vote, will consider the appointments made, without seeking individual nominations from the City Council.

If City Council has not determined a slate of appointees to be read into the resolution, the Mayor shall open the floor for nominations and if there are no nominations, the Mayor will call on each Councilmember for a nomination. After each

Councilmember has had an opportunity to make a nomination or defer to make a nomination, the Mayor will take a vote on the slate of nominees by asking each Councilmember to state the name of the nominee the Councilmember votes to appoint to the position under consideration. This process will repeat for the next position to be filled until all positions are filled.

If no applications are received or fewer applications than open positions are received, the City Council may fill positions from the floor, ~~or~~ request the City Secretary to advertise the open position(s) or leave a vacant position open. In the event of a vacancy other than an expiring term, the City Council may fill the position by a majority vote of the City Council. The appointee shall serve the unexpired term. At any time, the City Council may consider the number of members appropriate to a Board, Commission, or Committee, and by resolution, enact a change and amend the bylaws.

## **SECTION VIII. APPOINTMENT OF CITY COUNCIL LIAISONS**

8.1 Procedures for appointment of City Council Liaison. At the discretion of the Mayor or by call of three (3) Councilmembers, a Councilmember or Councilmembers may be appointed as a liaison or liaisons, representing the City, to a City Board, Commission, or Committee, the Chamber of Commerce, Independent School District, or other organizations.

## **SECTION IX. MEMORIALS**

9.1 Memorials. The following procedures are for honoring deceased current or former City elected officials, sitting board, commission, or committee members, and community volunteers.

- A. Recognition of the death of a current or former City elected official. When the City is notified of the death of a current or former elected official, flowers or a plant will be sent to the memorial service, or a donation to an organization specified by the family, ~~(in an amount not to exceed \$150.00)~~, and a sympathy card will be sent to the family.
- B. At the family's request and with City Manager approval, members of the Colleyville Police and Fire Department Honor Guard may attend the funeral of a current or former City elected official as representatives of the City.
- C. Recognition of the death of a sitting board, commission, or committee member. When the City is notified of the death of a sitting board, commission, or committee member, the City Manager's Office will forward a sympathy card to the family.

- D. Recognition of the death of community volunteers. Due to the significant number of community volunteers assisting a multitude of organizations across the City of Colleyville, it will not be the practice of the City to recognize these individuals in a formal capacity. During a City Council meeting, elected officials may at their discretion, verbally recognize the efforts of these individuals and their service to Colleyville during the agenda item for Announcements, Proclamations, and Presentations.
- 9.2 Recognition by lowering of the United States Flag. The City is not at liberty to proclaim the Flag of the United States be flown at half-staff in recognition of a City official. Per the United States Code, only the President of the United States or the State Governor can order the flag lowered to half-staff.
- 9.3 Use of City equipment and personnel. At no time will City equipment be used to carry the casket in a funeral procession of a deceased, current, or former City elected official, board, commission, or committee member, or community volunteer. City equipment and vehicles may be used in a funeral procession, as authorized by the Department Director, for City employees who have died in the line of duty.

## History of Adoption and Amendments

Resolution Number	Adoption/ Amendment Date	Subject
R-88-387	8/18/88	Adopted Rules of Procedure
R-90-610	7/3/90	Amended to adopt the procedure for appointing committees as established by ordinance
R-90-612	7/17/90	None noted
R-91-654	1/22/91	Amended regular meeting language; subjects for City Council consideration; preparation of agenda
R-94-999	4/19/94	Provided suspension of rules by ¾ majority
R-95-1122	6/6/95	Amended Councilmembers presenting subjects for City Council consideration
R-03-2268	6/5/03	Members presenting subjects for City Council consideration
R-05-2599	9/20/05	Citizen comments
R-06-2721	7/5/06	Regular agenda items; Pre Council and Executive Session posted meeting times; public hearing order; process for continuing public hearings; memorials
R-07-2859	7/17/07	Robert's Rules of Order removed
R-08-2980	6/17/08	Resolutions
R-09-3183	12/15/09	Types of meetings; agenda sections; preparation of agendas; memorials
R-11-3308	1/4/11	Memorials
R-12-3520	8/7/12	Types of meetings & special meetings
R-13-3645	6/18/13	Grammatical updates
R-16-4023	8/16/16	Executive session (certified agendas) and start time; removal of paragraphs relative to the establishment of worksessions; order of the regular agenda items; general order of public hearings; removal of oral presentations by city manager; addition of speaker card submittal prior to the close of the public hearing; removal of the offering of unsolicited input; addition of language to City Councilmembers transgressing the rules of procedure; & addition of \$100 for memorial donations
R-17-4162	8/1/17	Updated Section 7.1(B) lettering, and included an application and financial disclosure forms be provided by applicants filling a vacancy.
R-17-4210	12/5/2017	Updated Section 1.2, 1.3, and 1.4 to call for Councilmember orientation/training/goal setting and visioning.
R-21-4658		Grammatical, policy, and legislative updates. Minor updates to Sections 1.2, 4.1, Section V. Preparation of Agenda clarified City Secretary role and added power of the Mayor or two City Councilmembers may request an item be placed on the agenda; 5.1 D. and F. updated to include general order of business and process; 5.3 a. and d. policy update; Section VII. New Procedures of City Council Appointments; Section VIII. Memorials A. removal of proclamation and book; 8.3-updated policy.
R-22-4751	07/19/2022	Updated Section 2.1, Changed Section 3.1, and 5.1D, changing the regular meeting time to 7:00 p.m. from 7:30 p.m. to become effective October 3, 2022, updated Section 4.1, updated Section VII, added Section VIII – Appointment of City Council Liaisons, renumbered previous Section VIII, to Section IX.
R-24-4966	09/04/2024	Updated sections 2.2, 4.1, 4.2, and 4.6 to include Deputy Mayor Pro Tem. Section 5.3 update clarifies time and use of time during citizen participation at meetings.
<u>R-26-</u>	<u>05/12/2026</u>	<u>Updated sections 1.2 updating time for calling Orientation/Goal Setting; updated Section 2.4 to permanently retain minutes electronically, Update to Section 3.2, 5.1 A, B, and F to reflect legislative change for posting and disturbing agendas, 5.3 e. City Council cannot act during Citizen Comments, and Section VII. City Council options for Board, Commission, and Committee appointments.</u>



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** WS-4

**Agenda Date** 4/21/2026

**Type** Worksession

**Department** City Secretary

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**Title**

Discussion of the April 21, 2026, City Council regular agenda items



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number 1**

**Agenda Date 4/21/2026**

**Type** Executive Session

**Department** City Secretary

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## **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-26-5137**

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING  
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL  
MEETING OF APRIL 21, 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 21<sup>ST</sup> DAY OF APRIL 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 BRIEFING

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**Agenda Number** 3

**Agenda Date** 4/21/2026

**Type** Announcements, Proclamations, and Presentations

**Department** City Secretary

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**Title**

Recognition of Unique Landscaping for the donation and installation of trees at McPherson Park - Mayor Bobby Lindamood and Kurt and Donna Kauffman, owners

**Attachments**

## **RESOLUTION R-26-5138**

### **APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF APRIL 21, 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 April 7, 2026, City Council minutes
  - b. Approval of a Construction Services Agreement with Onyx Construction Group LLC, for the Colleyville Center Window Replacement Project, in an amount not to exceed \$274,500.00, a contingency amount not to exceed \$30,000.00, and authorizing the City Manager to execute the agreement
  - c. Approval of a Construction Services Agreement with Enviromatic Services for the FY 2026 Colleyville Center HVAC project, in an amount not to exceed \$126,325.07, a contingency amount not to exceed \$13,000.00, and authorizing the City Manager to execute the agreement
  - d. Approval of a Construction Services Agreement with Enviromatic Services for the Recreation Center HVAC project, in an amount not to exceed \$350,414.24, a contingency amount not to exceed \$35,000.00, and authorizing the City Manager to execute the agreement
  - e. Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$65,146.88, for the Texas Tree Trail Phase II project, and authorizing the City Manager to execute the agreement
  - f. Appointing members to the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Board

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_ AYES, \_ NAYS, ON THIS THE 21<sup>ST</sup> DAY OF APRIL 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

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**TUESDAY, APRIL 7, 2026**

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Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, April 7, 2026, at 5:00 p.m. in Council Chambers.

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

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

**WS-1** Presentation by Alliance for Children and recognition of Child Abuse Prevention Month

Virginia Jackson, MDT Coordinator, Alliance for Children, thanked the City Council for the opportunity to discuss the work of Alliance for Children and stated the organization appreciates the many years of support and interaction provided by the City.

Ms. Jackson focused on the mission of Alliance for Children and the programs utilized to be successful. The categories of programs are teamed investigations, healing services, and community education. She stated in 2025, Alliance for Children served 2,281 clients as part of a child abuse investigation in Tarrant County.

Mayor Lindamood thanked Ms. Jackson and noted it is sad there are so many cases of abuse and recognized April is Child Abuse Prevention Month.

**WS-2** Discussion of Assisted Living Facilities Regulations

City Attorney Sarah Ross presented an overview of regulations and legal considerations regarding assisted living facilities. In her review, Ms. Ross provided information on the City of Colleyville Land Development Code, state, and federal regulations. She also reviewed licensing requirements, zoning, enforcement, case law, and ordinances regarding assisted living facilities in surrounding cities.

Ms. Ross answered questions from the City Council and residents.

City Council will work with the City Attorney to review the City's regulations and consider the request of residents to enact more astringent regulations, and a registration and inspection process.

**WS-3** Discussion of potential golf cart regulations

Due to time restraints, this item was moved to the April 21, 2026, City Council Worksession.

**WS-4** Discussion of the April 7, 2026, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the worksession at 6:21 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 551.087 - 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 6:53 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:02 p.m. and called the roll.

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

**INVOCATION: 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-26-5132**

Mayor Lindamood read Resolution R-26-5132 in its entirety.

Assistant City Manager Mark Wood presented this item for three B.E.ST. program economic development grants. He noted these businesses are making improvements to facilities in Colleyville and stimulating the economic base.

Mayor Lindamood and the City Council thanked Pop & Pour, Lucile's, and Sparrow Salon for their investment in Colleyville.

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

**Mayor Lindamood made a motion to approve Resolution R-26-5132, seconded by Mayor Pro Tem Brandi Elder.**

**The motion was approved by the following vote:**

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

## **3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

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

## **4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5133**

**4a** Approval of the March 10, 2026 City Council minutes

**4b** Approval of the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to include additional scope for the Cheek-Sparger/Bedford Road Roundabout Project, in an amount not to exceed \$47,000, and authorizing the City Manager to execute the Amendment

**4c** Approval of a Construction Agreement with C. Green Scaping, LP, for the FY25 Green Ribbon Project, in an amount not to exceed \$895,887.80, and a contingency amount not to exceed \$90,000.00, and authorizing the City Manager to execute the Agreement

Mayor Lindamood read Resolution R-26-5133 in its entirety.

Capital Projects Manager Elijah Dorminy presented item 4b for the Cheek-Sparger/Bedford Road Roundabout project.

Public Works Director Lisa Escobedo presented item 4c for the FY25 Green Ribbon project.

There was general discussion regarding expanding the scope of the Green Ribbon project, to fully utilize all of the funding dollars.

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

**Councilmember Holt Gunderson made a motion to approve Resolution R-26-5133, seconded by Councilmember Graves.**

**The motion was approved by the following vote:**

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

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

### **5a Ordinance O-26-2362**

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations, which includes edits throughout the section, Case GC26-003

Mayor Lindamood read the caption of Ordinance O-26-2362.

Community Development Director Ben Bryner stated per previous discussions with City Council, staff has prepared an amendment to the Land Development Code Chapter 3, Land Use, which would amend the District Regulation Notes within Section 3.24(F) and Section 3.24(G). He stated the proposed language states lot coverage may be exceeded by up to four percent (4%) for detached, accessory structures open on at least two (2) sides.

There was discussion regarding impervious coverage even when two sides are left open.

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

This was a first reading, and no action was taken.

**6. RESOLUTION(S): READING AND PUBLIC HEARING****6a Resolution R-26-5134**

Consideration of a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code on Lot 2, Block 1, of the Foreman's Landing subdivision, zoned R-40 Single-Family Residential, located at 4006 Amelia Court, Case VC26-003

Mayor Lindamood read Resolution R-26-5134 in its entirety.

Community Development Director Ben Bryner presented the variance request to the front yard setback regulation prior to the construction of a single-family home on the unplatted lot. He explained if the request is granted the front setback requirement would be reduced from 40 feet to approximately 20 feet.

There were no questions.

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

**Mayor Lindamood made a motion to approve Resolution R-26-5134, seconded by Councilmember Raine.**

**The motion was approved by the following vote:**

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

**6b Resolution R-26-5135**

Consideration of a variance to the provisions of Section 5.8(B) of the Land Development Code on Lot 1, Block 1, Marvin Babb Addition, and zoned R-20 Single-Family Residential, located at 114 Glade Road, Case VC26-004

Mayor Lindamood read Resolution R-26-5135 in its entirety.

Community Development Director Ben Bryner presented this request to obtain alternative compliance for mitigating the heritage trees removed for development.

There was Council discussion regarding if the trees were marked to remain during the permit review and if the applicant was aware of the mitigation costs.

Applicant David Wendler, Colleyville, discussed the request with City Council, stating he overlooked the mitigation language in the plans and had a different understanding of what was required when the trees were removed. Mr. Wendler asked for assistance by reducing the Heritage Tree Removal Fee and noted as a builder, this fee is detrimental to the budget.

The City Council discussed options to include a payment plan and/or combination of fees and plantings. Mayor Lindamood stated he is going to make a motion to deny the resolution and Mr. Wendler can work with the City Manager on the schedule.

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

**Mayor Lindamood made a motion to deny Resolution R-26-5135, seconded by Deputy Mayor Pro Tem Richardson.**

**The motion to deny was approved by the following vote:**

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

## **7. CITIZEN COMMENTS**

There was no one present wishing to speak.

## **8. REPORTS**

January 13, 2026 Sign Board of Appeals Minutes

February 9, 2026 Planning and Zoning Commission Minutes

February 23, 2026 Planning and Zoning Commission Worksession Minutes

There was no discussion of this item.

## **9. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, APRIL 7, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5137**

This resolution was not needed.

## **10. ADJOURNMENT**

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:03 p.m.

Minutes taken and prepared by:

*Christine Loven, TRMC  
City Secretary*



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** 4b

**Agenda Date** 4/21/2026

**Number** Resolution R-26-5138

**Type** Resolution

**Department** Engineering

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## **Title**

Approval of a Construction Services Agreement with Onyx Construction Group LLC, for the Colleyville Center Window Replacement Project, in an amount not to exceed \$274,500.00, a contingency amount not to exceed \$30,000.00, and authorizing the City Manager to execute the agreement

## **Explanation**

### ***Reading and Public Hearing***

On September 16, 2025, the City Council approved Resolution R-25-5075, adopting the Capital Improvement Program (CIP) Fiscal Year 2026-2030. The CIP includes \$250,000 for interior renovation at the Colleyville Center.

The Colleyville Center Window Replacement Project includes the removal and replacement of the large palladium windows in the main meeting room along the east side of the building. The new window configuration will match the existing. The interior wall trim around the windows will also be removed and replaced. Staff included an alternate bid item to replace both double doors entering the meeting room and recommends including them with the project.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March 8, 15, 22, 2026. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 34 plan holders, of which 20 were general contractors, 4 sub-contractors, 1 supplier, 3 others, 1 owner, and 5 plan rooms.

The City received four sealed bids, which were opened and publicly read aloud on March 31, 2026. The bid received from Afresh Vision Enterprises was found to be non-responsive as they did not submit a bid bond.

## **Financial Impact**

Funding is allocated for this project in the Capital Projects fund.

## **Recommendation**

Approve

**Attachments**

1. Bid Tabulation
2. Recommendation of Award
3. Onyx Construction Services Agreement

**City of Colleyville - Colleyville Center Window Replacement Project**

**BSV-2026-001 Bid Tabulation**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>QTY</b>	<b>Afresh Vision Enterprises</b>	<b>Total</b>	<b>Onyx Construction Group, LLC</b>	<b>Total</b>	<b>Dallas Harmony Construction, LLC.</b>	<b>Total</b>	<b>Ardent United LLC</b>	<b>Total</b>
<b>Base Bid</b>											
1	Mobilization, Bonds, and Insurance for the lump sum of	LS	1	\$22,570.00	\$22,570.00	\$33,750.00	\$33,750.00	\$33,424.53	\$33,424.53	\$15,337.00	\$15,337.00
2	Demolition, per the drawings and specifications, for the lump sum of:	LS	1	\$15,250.00	\$15,250.00	\$7,000.00	\$7,000.00	\$9,200.00	\$9,200.00	\$12,956.00	\$12,956.00
3	Remove, salvage, and reinstall 2 double door assemblies with new hardware per the drawings and specifications, for the price of:	EA	2	\$8,845.00	\$17,690.00	\$2,000.00	\$4,000.00	\$1,325.00	\$2,650.00	\$2,049.00	\$4,098.00
4	Install new wood trim per the drawings and specifications, for the lump sum of:	LS	1	\$7,320.00	\$7,320.00	\$5,000.00	\$5,000.00	\$10,390.36	\$10,390.36	\$16,691.00	\$16,691.00
5	Install wood blocking/ framing as required to create window system configuration, per the drawings and specifications, for the lump sum of:	LS	1	\$10,370.00	\$10,370.00	\$6,000.00	\$6,000.00	\$20,518.88	\$20,518.88	\$3,431.00	\$3,431.00
6	Install 4 window systems, including all incidentals, per the drawings and specifications for the price of:	EA	4	\$19,215.00	\$76,860.00	\$48,812.50	\$195,250.00	\$44,502.58	\$178,010.32	\$54,370.50	\$217,482.00
7	Repair gypsum board as needed, per the drawings and specifications, for the lump sum price of:	LS	1	\$3,050.00	\$3,050.00	\$3,000.00	\$3,000.00	\$3,505.36	\$3,505.36	\$2,842.00	\$2,842.00
8	Prime and repaint per the project drawings and specifications, for the lump sum of:	LS	1	\$12,200.00	\$12,200.00	\$8,500.00	\$8,500.00	\$19,297.69	\$19,297.69	\$4,303.00	\$4,303.00
<b>Sub Total Base Bid</b>					<b>\$165,310.00</b>		<b>\$262,500.00</b>		<b>\$276,997.14</b>		<b>\$277,140.00</b>
<b>Alternate 1</b>											
1	Replace both double doors with new, per the Project Drawings and Specifications, for the price of:	EA	2	\$12,679.50	\$25,359.00	\$6,000.00	\$12,000.00	\$13,344.56	\$26,689.12	\$19,292.50	\$38,585.00
<b>Sub Total Alternate Bid</b>					<b>\$25,359.00</b>		<b>\$12,000.00</b>		<b>\$26,689.12</b>		<b>\$38,585.00</b>
<b>Grand Total</b>					<b>\$190,669.00</b>		<b>\$274,500.00</b>		<b>\$303,686.26</b>		<b>\$315,725.00</b>

April 7, 2026

Elijah Dorminy  
CIP Manager  
City of Colleyville

HIDELL

A S S O C I A T E S  
A R C H I T E C T S

Re: Colleyville Center Window Replacement – Rebid

Elijah,

The Colleyville Center Window Replacement Project (BSV-2026-001) received four bids on March 31, 2026. The four bidders were as follows:

Afresh Vision Enterprises  
Onyx Construction Group, LLC  
Dallas Harmony Construction, LLC  
Arden United LLC

Afresh Vision Enterprises submitted the lowest base bid of \$165,310; however, after review of the bid and proposal information, Afresh Vision Enterprises was determined to be non-responsive and was disqualified from consideration.

The remaining three bids were evaluated based on the criteria factors as defined in the project specifications. The result of the evaluation ranks Onyx Construction Group, LLC as the lowest responsive bidder and recommended contractor for council approval.

Onyx Construction Group, LLC submitted a base bid of **\$262,500** and an Alternate No. 1 bid of **\$12,000**. The company is an LLC based in Van Alstyne, Texas, incorporated in June 2024, owned and operated by Jeff Skinner. While a newer firm, the owner has demonstrated relevant construction experience on projects of similar scope and value.

The following references for the company were contacted:

**City of Van Alstyne** – Positive recommendation regarding the Senior Center parking lot concrete and paving project (\$250,000 contract value). Contact: Tristan Cisco, City of Van Alstyne.

**City of Parker** – City Hall, Police Department, and Fire Department renovation including flooring, interior, roof, and exterior work (\$140,000 contract value).

Hidell and Associates Architects recommend the City of Colleyville approve Onyx Construction Group, LLC for the project.

Sincerely,



Aaron Babcock  
Hidell and Associates Architects

**CONSTRUCTION SERVICES AGREEMENT**  
**COLLEYVILLE CENTER WINDOW REPLACEMENT PROJECT**  
(Bid #BSV-2026-001)

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

**RECITALS**

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

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

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

**Section 1.     Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Colleyville Center Window Replacement Project (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2.     Term of Agreement**

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

**Section 3.     Contract Documents**

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
  - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #BSV-2026-001;
  - (3) City’s written notice(s) to proceed to the Contractor;
  - (4) Properly authorized change orders;
  - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
  - (6) Any other materials distributed by the City that relate to the Project.

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

#### **Section 4. Contractor Obligations**

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

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

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

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

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

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

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

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

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

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

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

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed TWO HUNDRED AND SEVENTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$274,500.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

## **Section 6. Performance Schedule**

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is seventy-six (76) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before seventy-six (76) calendar days following the date of City's written notice to proceed to Contractor.

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

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$600.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

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

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

#### **Section 8. Default; Termination; Abandonment**

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete

the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

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

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

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

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

## **Section 9. Insurance**

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

## **Section 10. Indemnification**

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

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

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

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY

CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Section 11. Notice**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

**Section 12. Sales and Use Taxes**

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

**Section 13. Texas Government Code Verifications**

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2271, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

**Section 14. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and

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

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

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

<p>For City:</p> <p>CITY OF COLLEYVILLE, TEXAS</p> <p>By: _____ Jerry Ducay City Manager</p> <p>Date: _____</p>	<p>For Contractor:</p> <p>ONYX CONSTRUCTION GROUP, LLC.</p> <p>By: _____ Jeff Skinner Owner</p> <p>Date: _____</p>
<p><u>Notice Address:</u></p> <p>City of Colleyville Attn: City Manager 100 Main Street, 3<sup>rd</sup> Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com</p> <p>ATTEST:</p> <p>By: _____ Christine Loven City Secretary</p> <p>Date: _____</p>	<p><u>Notice Address:</u></p> <p>Onyx Construction Group, LLC. Attn: Jeff Skinner, Owner PO Box 567 Van Alstyne, Texas 75495 E: jskinner@onyxconstructiongroup.net</p>

GovDox Colleyville Contract ID:  
CSA\_ed\_April 21, 2026\_Rev20230112



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** 4c

**Agenda Date** 4/21/2026

**Number** Resolution R-26-5138

**Type** Resolution

**Department** Engineering

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## **Title**

Approval of a Construction Services Agreement with Enviromatic Services for the FY 2026 Colleyville Center HVAC project, in an amount not to exceed \$126,325.07, a contingency amount not to exceed \$13,000.00, and authorizing the City Manager to execute the agreement

## **Explanation**

### ***Reading and Public Hearing***

On September 16, 2025, the City Council approved Resolution R-25-5075, adopting the Capital Improvement Program (CIP) Fiscal Year 2026-2030. The CIP includes \$150,000 for the FY 2026 Colleyville Center HVAC Project.

The Colleyville Center HVAC Project consists of upgrading the HVAC control and alarm system as well as replacing two of the six rooftop air conditioning units.

The City of Colleyville is a participating interlocal member with Tarrant County's Cooperative Purchasing Program. Through piggybacking on its contracts, Colleyville can take advantage of cost savings. Staff seeks City Council approval to utilize a contract currently held by Tarrant County with Enviromatic Services, for this project. The City has engaged this vendor for a variety of HVAC projects throughout the City, and staff have consistently been satisfied with the quality of work performed.

## **Financial Impact**

Funding for the project is available in Capital Projects Fund  
Form 1295 - Acknowledged by City

## **Recommendation**

Approve

## **Attachments**

1. Construction Services Agreement

**CONSTRUCTION SERVICES AGREEMENT  
COLLEYVILLE CENTER HVAC REPLACEMENT**

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

**RECITALS**

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

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

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

**Section 1.     Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Colleyville Center HVAC Replacement (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2.     Term of Agreement**

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

**Section 3.     Contract Documents**

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

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

**Section 4.     Contractor Obligations**

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

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

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

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

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

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

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

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

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

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

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

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed ONE HUNDRED AND TWENTY-SIX THOUSAND, THREE HUNDRED AND TWENTY-FIVE DOLLARS AND SEVEN CENTS (\$126,325.07) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

## **Section 6. Performance Schedule**

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

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

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

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

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

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

### **Section 8. Default; Termination; Abandonment**

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

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

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

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

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

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

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

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

## **Section 9. Insurance**

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

## **Section 10. Indemnification**

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

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

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

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

## **Section 11. Notice**

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

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

## **Section 12. Sales and Use Taxes**

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

## **Section 13. Texas Government Code Verifications**

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2271, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

## **Section 14. Miscellaneous**

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

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

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

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

<p>For City:</p> <p>CITY OF COLLEYVILLE, TEXAS</p> <p>By: _____ Jerry Ducay City Manager</p> <p>Date: _____</p>	<p>For Contractor:</p> <p>ENVIROMATIC SYSTEMS</p> <p>By: _____ Josh Sutton General Manager</p> <p>Date: _____</p>
<p><u>Notice Address:</u></p> <p>City of Colleyville Attn: City Manager 100 Main Street, 3<sup>rd</sup> Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com</p> <p>ATTEST:</p> <p>By: _____ Christine Loven City Secretary</p> <p>Date: _____</p>	<p><u>Notice Address:</u></p> <p>Enviromatic Systems Attn: Josh Sutton, General Manager 2337 W Warrior Trl Grand Prairie, Texas 75052 E: jsutton@enviromaticservices.com</p>

GovDox Colleyville Contract ID:  
CSA\_ED\_{approvalDate}\_Rev20230112



## SCOPE LETTER/PROPOSAL

RFB# 2025184

**Date:** March 10, 2026

**To:** City of Colleyville

**Project:** Colleyville City Center – 2 RTU Replacements

**Plans and Specifications Dated:** NA

**Specification Sections:** NA

**Addenda:** NA

**Lic:** TACLA111816E

**Lic:** M41137

### Summary:

Enviromatic Services proposes to furnish the necessary labor and materials for the above-mentioned project. Our proposal includes the following:

#### Mechanical Scope of Work:

- Submittals and Design Drawings
  - Assemble One (1) sets of equipment technical submittals.
  - Coordinate and schedule submittal review meeting with owner for approval.
  - Provide owner with One (1) sets of approved submittals.
- Release Manufacturing of Major Equipment
  - Release equipment of RTU units per submittals and preliminary design for manufacturing, engineering, and testing.
- Pre-Construction Process
  - Coordinate and schedule site visits for Project Team and review all existing site conditions for Mechanical and Electrical disciplines.
  - Coordinate and schedule meeting with Project Team and Owner for review.
  - Coordinate and schedule walk through with Colleyville City Center for mechanical and electrical inspectors.
  - Submit project documentation for City of Colleyville permits and fees.
- Project Mobilization
  - Coordinate with facilities personnel delivery of tools and materials.
  - Stage tools and materials.
- Demo and Removal of Existing RTU
  - Coordinate and schedule work with City of Colleyville personnel.
  - Lockout/Tagout electrical to existing roof top unit.
  - Disconnect controls.
  - Disconnect existing roof top unit electrical, and ductwork.
  - Inspect ductwork for any fasteners or screws and remove.
  - Stage crane in owner specified area.
  - Deliver roof top units to staging area.
  - Clean up work area and remove all debris.

2337 West Warrior Trail, Grand Prairie, TX 75052  
Phone: (972) 206-2590 Fax: (972) 206-2635 [www.enviromaticsystems.com](http://www.enviromaticsystems.com)



- Installation of New RTU's
  - Install new foam tape on top of existing roof curb.
  - Set up rigging with spreader bar.
  - Rig and set adapter curb and secure to existing curb.
  - Rig and set roof top units on curb and secure.
  - The wire does not need to be replaced.
  - Modify electrical power wiring and conduit to RTU.
  - Terminate electrical power wiring at RTU
  - Reconnect controls.
  - Install condensate piping roof supports.
  - Modify and install new L-hard copper condensate drain piping and tie into existing drain.
  - Modify gas piping and add drip legs.
  - Modify ductwork to the 20-ton RTU.
  - Check phase rotation on unit.
  - Assemble economizer section and install on roof top unit.
  - Assemble power exhaust section on roof top unit.
  - Start programming of micro-processor.
  - Start-up roof top unit.
  - Start- up and log roof top unit.
  - Test unit operation and clean-up work area.
  - Demobilize and remove all equipment and debris.
  - Provide customer with start-up reports.
  - Provide customer with Operation and Maintenance manuals.
- 2. Project Closeout Documentation
  - Provide One (1) set of operation and maintenance manuals for all installed equipment.
  - Provide customer with one (1) set of operation and maintenance manuals.
- 3. Final Inspection and Training
  - Perform final walk-through inspection with owner and project team.
  - Identify any punch list items and correct items.
  - Sign off on Final project documents by owner and project team.
- 4. York Submittals
  - 20 Ton, York Sun Choice Single Packaged R-454B Air Conditioner, Two Stage Compressor Operation, Standard Efficiency, Side Duct, Standard Efficiency, Horizontal Duct, Natural Gas, Staged Heat, Natural Gas, Stainless Steel, Staged Heat, Low Heat, 200 MBH Input, 460-3-60, 7.5 HP Medium Static Belt Drive Blower
  - Intelli Speed control of the VFD based on stages of cooling.
  - Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10.
  - 2" Throwaway Filter
  - Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors.
  - Microchannel condenser coils
  - Copper tube/Aluminum fin evaporator coils
  - Refrigerant Detection System
  - Standard Cabinet



• Polyester SMC Drain Pan

• 6 Ton, York Score PK Single Packaged R-454B Air Conditioner, Two Stage Compressor Operation, Standard Efficiency, Side Duct, Standard Efficiency, Horizontal Duct, Natural Gas, Staged Heat, Natural Gas, Stainless Steel, Staged Heat, Low Heat, 200 MBH Input, 460-3-60, 7.5 HP Medium Static Belt Drive Blower

• Intelli Speed control of the VFD based on stages of cooling. Provides Single Zone VAV Fan Operation as defined by ASHRAE 90.1 section 6.4.3.10.

• 2" Throwaway Filter

• Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors.

• Microchannel condenser coils

• Copper tube/Aluminum fin evaporator coils

• Refrigerant Detection System

• Standard Cabinet

• Polyester SMC Drain Pan

• **Mechanical Inclusions:**

- 2 – RTU Units with Louvered Hail/Coil Guards
- Type L Copper and fittings for condensate drain lines
- Gas Piping
- Pipe Hangers & Struts
- Crane
- Electrical
- Mechanical Labor

• **PROJECT EXCLUSIONS:**

- State and Local Taxes
- Payment and Performance Bond
- Existing Electrical Breakers
- Existing System Conditions Not Specified in this Proposal
- Fire Alarm System & Smoke Detectors
- Building Structural Modifications
- Structural Engineering



Pricing Summary	
Total Cost (Does not include taxes)	\$78,369.00
Payment and Performance Bonds	\$2,351.07

Thank you for this opportunity to be of service. If you have any questions, please contact me at: 972-983-4574 or [cyoung@enviomaticservices.com](mailto:cyoung@enviomaticservices.com)

Sincerely,

Chad Young

City of Colleyville

Enviromatic Systems

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

Building automation specialists



RFB# 2025184 SCOPE LETTER/PROPOSAL

March 13, 2026

**Project: Colleyville City Center-RTU Retrofit**

Drawings dated: N/A

Items included:

**New Building Automation System – Reliable Controls**

- Front-end user interface, graphics with floorplans, equipment graphics, scheduling, and trend-logs
- Trend-logs for all inputs/outputs is standard as well as setting up and tracking runtime-logs
- Training
- Custom User Interface Graphics

**(6) Single Zone RTU with Heat and Cool**

- New DDC controller for direct control of RTU for Zone temperature control
- Enviromatics to install new supply air temperature and return air temperature sensors
  - (3) Common area Temperature ONLY
  - (3) Temperature, Setpoint, and Override Control
- Enviromatics to install CT for fan status monitoring and alarming on fan
- Enviromatics to install new Zone sensor utilizing existing thermostat cable from demoed RTU thermostat.
- Enviromatics to install new Damper actuator for outside air damper control.

**Misc. Items**

- Monitoring OA temperature and humidity

**Total Base Price – (does not include sales tax): \$45,605.00****Clarifications and exclusions:**

- This proposal includes a 1-year warranty. 5-year warranty on Reliable Controllers
- **This proposal excludes furnishing and installing back boxes and conduit for all wall mount space sensors.**
- **This proposal excludes any work associated with interior and exterior lighting control systems.**
- This proposal excludes labor and materials for low voltage wiring to condensing units, tube heater wiring, thermostats, and ductless split wall controllers unless mentioned in the scope of work above.
- This proposal excludes fire system work and/or smoke detectors.
- This proposal excludes balancing of air and/or water.
- **Contingency and allowances are not included in this proposal.**
- This proposal will require new ethernet ports provided by the owner into owners network.
- This proposal excludes new thermostat cabling. Assumed reuse of old thermostat wiring.
- This proposal excludes repairs of any deficiencies on existing RTU's. Damaged or broken items to be logged and brought to owner for further discussion.
- Sales tax, bonds, and permits not included.

**Thank you for this opportunity to be of service. If you have any questions, please contact me at 214-776-1880 (cell).**

Sincerely,

D.J. Tille



2337 West Warrior Trail, Grand Prairie, TX 75052  
 Phone: (972) 206-2590 Fax: (972) 206-2635 www.enviromaticsystems.com



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** 4d

**Agenda Date** 4/21/2026

**Number** Resolution R-26-5138

**Type** Resolution

**Department** Engineering

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## **Title**

Approval of a Construction Services Agreement with Enviromatic Services for the Recreation Center HVAC project, in an amount not to exceed \$350,414.24, a contingency amount not to exceed \$35,000.00, and authorizing the City Manager to execute the agreement

## **Explanation**

### ***Reading and Public Hearing***

On September 16, 2025, the City Council approved Resolution R-25-5075, adopting the Capital Improvement Program (CIP) Fiscal Year 2026-2030. The CIP includes \$300,000 for the Recreation Center HVAC Project.

The Recreation Center HVAC Project consists of replacing eight rooftop air conditioning units, two split systems, and includes a five-year factory parts and labor warranty on the units.

The City of Colleyville is a participating interlocal member with Tarrant County's Cooperative Purchasing Program. Through piggybacking on its contracts, Colleyville can take advantage of cost savings. Staff seeks City Council approval to utilize a contract currently held by Tarrant County with Enviromatic Services, for this project. The City has engaged this vendor for a variety of HVAC projects throughout the community, and staff have consistently been satisfied with the quality of work performed.

## **Financial Impact**

Funding for the project is available in Capital Projects Fund.  
Form 1295 - Acknowledged by City

## **Recommendation**

Approve

## **Attachments**

1. Construction Services Agreement

**CONSTRUCTION SERVICES AGREEMENT  
RECREATION CENTER HVAC REPLACEMENTS**

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

**RECITALS**

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

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

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

**Section 1.     Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Recreation Center HVAC Replacements (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2.     Term of Agreement**

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

**Section 3.     Contract Documents**

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

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

#### **Section 4. Contractor Obligations**

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

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

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

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

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

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

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

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

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

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

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

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed THREE HUNDRED AND FIFTY THOUSAND, FOUR HUNDRED AND FOURTEEN DOLLARS AND TWENTY-FOUR CENTS (\$350,414.24) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

## **Section 6. Performance Schedule**

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

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

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

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

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

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

### **Section 8. Default; Termination; Abandonment**

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

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

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

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have

the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

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

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

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

## **Section 9. Insurance**

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

## **Section 10. Indemnification**

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

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

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

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

## **Section 11. Notice**

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

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

## **Section 12. Sales and Use Taxes**

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

## **Section 13. Texas Government Code Verifications**

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2271, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

## **Section 14. Miscellaneous**

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

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

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

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

<p>For City:</p> <p>CITY OF COLLEYVILLE, TEXAS</p> <p>By: _____ Jerry Ducay City Manager</p> <p>Date: _____</p>	<p>For Contractor:</p> <p>ENVIROMATIC SYSTEMS</p> <p>By: _____ Josh Sutton General Manager</p> <p>Date: _____</p>
<p><u>Notice Address:</u></p> <p>City of Colleyville Attn: City Manager 100 Main Street, 3<sup>rd</sup> Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com</p> <p>ATTEST:</p> <p>By: _____ Christine Loven City Secretary</p> <p>Date: _____</p>	<p><u>Notice Address:</u></p> <p>Enviromatic Systems Attn: Josh Sutton, General Manager 2337 W Warrior Trl Grand Prairie, Texas 75052 E: jsutton@enviromaticservices.com</p>

GovDox Colleyville Contract ID:  
CSA\_ED\_April 21, 2026\_Rev20230112

## EXHIBIT A



## SCOPE LETTER/PROPOSAL

RFB# 2025184

**Date:** March 25, 2026**To:** City of Colleyville**Project:** Colleyville Rec Center – 8 RTU Replacements & 2 Split System**Plans and Specifications Dated:** NA**Specification Sections:** NA**Addenda:** NA**Lic:** TACLA111816E**Lic:** M41137**Summary:**

Enviromatic Services proposes to furnish the necessary labor and materials for the above-mentioned project. Our proposal includes the following:

**Mechanical Scope of Work:**

- **Submittals and Design Drawings**
  - Assemble One (1) sets of equipment technical submittals.
  - Coordinate and schedule submittal review meeting with owner for approval.
  - Provide owner with One (1) sets of approved submittals.
- **Release Manufacturing of Major Equipment**
  - Release equipment of RTU units per submittals and preliminary design for manufacturing, engineering, and testing.
- **Pre-Construction Process**
  - Coordinate and schedule site visits for Project Team and review all existing site conditions for Mechanical and Electrical disciplines.
  - Coordinate and schedule meeting with Project Team and Owner for review.
  - Coordinate and schedule walk through with Colleyville Rec Center for mechanical and electrical inspectors.
  - Submit project documentation for City of Colleyville permits and fees.
- **Project Mobilization**
  - Coordinate with facilities personnel delivery of tools and materials.
  - Stage tools and materials.
- **Demo and Removal of Existing RTU & Split Systems**
  - Coordinate and schedule work with City of Colleyville personnel.
  - Lockout/Tagout electrical to existing roof top unit.
  - Disconnect controls.
  - Disconnect existing roof top unit electrical, and ductwork.
  - Inspect ductwork for any fasteners or screws and remove.
  - Stage crane in owner specified area.
  - Deliver roof top units to staging area.
  - Clean up work area and remove all debris.

2337 West Warrior Trail, Grand Prairie, TX 75052  
 Phone: (972) 206-2590 Fax: (972) 206-2635 www.enviromaticsystems.com



- Installation of New RTU's & Splits
  - Install new foam tape on top of existing roof curb.
  - Set up rigging with spreader bar.
  - Rig and set adapter curb and secure to existing curb.
  - Rig and set roof top units on curb and secure.
  - The wire does not need to be replaced.
  - Modify electrical power wiring and conduit to RTU.
  - Terminate electrical power wiring at RTU
  - Reconnect controls.
  - Install condensate piping roof supports.
  - Modify and install new L-hard copper condensate drain piping and tie into existing drain.
  - Modify gas piping and add drip legs.
  - Modify ductwork for side discharge RTU's.
  - Check phase rotation on unit.
  - Assemble economizer section and install on roof top unit.
  - Assemble power exhaust section on roof top unit.
  - Start programming of micro-processor.
  - Start-up roof top unit.
  - Start- up and log roof top unit.
  - Test unit operation and clean-up work area.
  - Demobilize and remove all equipment and debris.
  - Provide customer with start-up reports.
  - Provide customer with Operation and Maintenance manuals.
- 2. Project Closeout Documentation
  - Provide One (1) set of operation and maintenance manuals for all installed equipment.
  - Provide customer with one (1) set of operation and maintenance manuals.
- 3. Final Inspection and Training
  - Perform final walk-through inspection with owner and project team.
  - Identify any punch list items and correct items.
  - Sign off on Final project documents by owner and project team.
  
- Mechanical Inclusions:
  - 8 – RTU Units with Louvered Hail/Coil Guards
  - 2 – Split Systems
  - Trane equipment
  - RCR Copper and fittings
  - Type L Copper and fittings for condensate drain lines
  - Duct work
  - Pipe Hangers & Struts
  - Crane
  - Electrical
  - Mechanical Labor



• **PROJECT EXCLUSIONS:**

- State and Local Taxes
- Existing Electrical Breakers
- Existing System Conditions Not Specified in this Proposal
- Fire Alarm System & Smoke Detectors
- Building Structural Modifications
- Structural Engineering

Pricing Summary	
Total Cost (Does not include taxes)	\$321,093.00
Payment and Performance Bonds	\$9,632.79
5-year factory parts and labor warranty	\$19,115
Payment and Performance Bonds	\$573.45

Thank you for this opportunity to be of service. If you have any questions, please contact me at: 972-983-4574 or [cyoung@enviomaticservices.com](mailto:cyoung@enviomaticservices.com)

Sincerely,

Chad Young

City of Colleyville

Enviromatic Systems

Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature \_\_\_\_\_



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** 4e

**Agenda Date** 4/21/2026

**Number** Resolution R-26-5138

**Type** Resolution

**Department** Parks and Recreation

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## **Title**

Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$65,146.88, for the Texas Tree Trail Phase II project, and authorizing the City Manager to execute the agreement

## **Explanation**

### ***Reading and Public Hearing***

In October 2025, staff presented Council with an overview of the Texas Tree Trail project. The initial phase of planting the 42 larger, more substantial trees, commenced earlier this year and is complete. This contract authorizes the flowering trees, which are a component of Phase II. The design calls for 64 flowering trees including various species of Crape Myrtles, Texas, Mexican, and Oklahoma Redbuds, Desert Willow, Texas Mountain Laurel, Mesquite, Mimosa, Goldenrain, and Mexican Buckeye.

## **Financial Impact**

Funding is available in the Capital Projects and Volunteer Parks Funds.

## **Recommendation**

Approve

## **Attachments**

1. Construction Services Agreement

**CONSTRUCTION SERVICES AGREEMENT**  
**TEXAS TREE TRAIL PHII - FLOWERING TREES**  
(Bid #PKS-2026-003)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **Smith Lawn and Tree, LLC**, a Texas Limited Liability Company, hereinafter called “Contractor”, and the **City of Colleyville, Texas**, hereinafter called “City”.

**RECITALS**

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

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

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

**Section 1.     Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Texas Tree Trail PHII - Flowering Trees (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2.     Term of Agreement**

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

**Section 3.     Contract Documents**

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
  - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #PKS-2026-003;
  - (3) City’s written notice(s) to proceed to the Contractor;
  - (4) Properly authorized change orders;
  - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
  - (6) Any other materials distributed by the City that relate to the Project.

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

#### **Section 4. Contractor Obligations**

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

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

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

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

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

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

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

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

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

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

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

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SIXTY-FIVE THOUSAND, ONE HUNDRED AND FORTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$65,146.88) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

## **Section 6. Performance Schedule**

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

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

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

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

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

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

### **Section 8. Default; Termination; Abandonment**

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

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

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

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have

the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

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

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

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

## **Section 9. Insurance**

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

**Section 10. Indemnification**

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

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

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

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

**Section 11. Notice**

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

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

## **Section 12. Sales and Use Taxes**

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

## **Section 13. Texas Government Code Verifications**

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2271, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

## **Section 14. Miscellaneous**

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

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

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

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

<p>For City:</p> <p>CITY OF COLLEYVILLE, TEXAS</p> <p>By: _____ Jerry Ducay City Manager</p> <p>Date: _____</p>	<p>For Contractor:</p> <p>SMITH LAWN AND TREE, LLC</p> <p>By: _____ Russell Simpler Partner</p> <p>Date: _____</p>
<p><u>Notice Address:</u></p> <p>City of Colleyville Attn: City Manager 100 Main Street, 3<sup>rd</sup> Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com</p> <p>ATTEST:</p> <p>By: _____ Christine Loven City Secretary</p> <p>Date: _____</p>	<p><u>Notice Address:</u></p> <p>Smith Lawn and Tree, LLC Attn: Russell Simpler, Partner 3200 Handley Ederville Rd Richland Hills, Texas 76118 E: russell@smithdfw.com</p>

GovDox Colleyville Contract ID:  
CSA\_pk\_April 21, 2026\_Rev20230112



**Proposal #17460**

**Date: 3/18/2026**

**Customer:**

Joe Flynn  
100 Main St  
Colleyville, TX 76034

**Property:**

City of Colleyville Senior Center  
2512 Glade Road  
Colleyville, TX 76034

**Trail Tree Planting Phase 2-Flowering Trees**

**Landscape Enhancement Proposal**

**Landscape Installation**

Items	Quantity	Unit	
Labor - Enhancement	270.00	HR	
VITEX 65 Gal	6.00	45G	
EVE'S NECKLACE 6' B&B	7.00	30G	
CRAPE MYRTLE Muskogee 65g	4.00	45G	
CRAPE MYRTLE Tuscarora 45g	4.00	45G	
CRAPE MYRTLE Natchez 65 gal	3.00	45G	
CRAPE MYRTLE Scarlet Garden Debut 45 Gal	3.00	45G	
CRAPE MYRTLE Tuskegee 45g	4.00	45G	
REDBUD mexican 45g 45gal	4.00	45G	
REDBUD texas 45g 45g	3.00	45G	
REDBUD oklahoma 45g 45g	4.00	45G	
WILLOW desert 45g	3.00	45G	
TEXAS MNT. LAUREL 30 Gal	3.00	20" BOX	
MESQUITE Prosopis spp.24"	3.00	24" CAL	
Mimosa 36" Box	4.00	36" BOX	
GOLDENRAIN tree 36" Box	3.00	5" CAL	
BUCKEYE mexican 30 Gal	3.00	30G	
Delivery 275	3.00	ea	
Hardwood Mulch	70.00	3CF BAG	
T-post Stakes	110.00	ea	
<b>Landscape Installation:</b>			<b>\$65,146.88</b>

<b>Subtotal</b>	<b>\$65,146.88</b>
<b>Estimated Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$65,146.88</b>

**Terms & Conditions**

We will dispose of all Trimming Debris unless otherwise Noted

All work will be done in compliance with the ANSI A300 Pruning Standards

TXIRRLI#17503

**Billing: Our billing terms are net 30 from date on invoice**

I understand and agree that all verbal promises (specification and installation details) are contained within the scope of this attached proposal. Payment: Project balance is due within 30 days of invoice upon each phase of project if applicable. In the event that a service is not completed or material is not available at time of installation, that item (or items) will be considered a change order and deducted from the invoice amount and contract. Smith Lawn and Tree will make every reasonable attempt to locate and avoid damages to above and underground utilities, cable, wiring, etc. We will not be held responsible for damage to any and all private or unmarked buried utility or cables during work progress. The owner is responsible for moving any personal items in the work area before work commencement date. Smith Lawn and Tree is not responsible for damage to any item if asked to transport them or if unable to move the item(s). During movement of items on-site and transport to site location, we are not responsible for damage to turf or hardscape surfaces. The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. In the event that payments are not made according to the above terms and specifications, I agree to pay all legal fees required to collect any outstanding balances should I not meet the terms of this contract. Owners/Client mentioned on proposal hereby grant contractor a mechanic's lien, if applicable, against the property to secure payment for all labor and materials furnished by contractor here-under.

**Warranty Specifications**

All woody plants and shrubs installed by Smith Lawn and Tree will be guaranteed for a period of 90 days from installation date. Trees will be guaranteed for a period of 1 Year from installation date. Annual color plantings, perennials, transplanted items and sod are not guaranteed. If there is an issue with the quality or appearance of any material, Smith Lawn and Tree must be notified within 24 hours of installation.

Plants and Trees will NOT be warrantied under the following conditions: drought and water restrictions limiting the amount of watering needed to establish new shrubs and trees, owner negligence, vandalism or human error from vehicles, pets, etc., acts of God including freeze, flooding, tornado, high wind, storm damage or anything else out of our control.

Plants that have died during the warranty period will be replaced one (1) time only. Replacements are not covered with an additional guarantee, thus ending all warranty work.

Thank you for giving us the opportunity to bid for your business. We have been in the industry since 1997 and have established a reputation for quality and integrity. We look forward to serving you!

By \_\_\_\_\_  
**David Yonis**

By \_\_\_\_\_

Date 3/18/2026

Date \_\_\_\_\_

**Smith Lawn and Tree**

**City of Colleyville Senior Center**



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

**Agenda Number** 4f

**Agenda Date** 4/21/2026

**Number** Resolution R-26-5138

**Type** Resolution

**Department** City Secretary

**Title**

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

**Explanation**

***Reading and Public Hearing***

The following Boards, Commissions, and Committees have terms which expired March 2026. Staff notified members with expiring terms and advertised the application period. The rosters for each are attached. The deadline for applications was extended for three-weeks and continually advertised via the City's FaceBook and *E-News*. Appointing those who applied or re-applied will leave one vacancy on both Colleyville Center and Parks and Recreation. The City Council may direct the City Secretary to continue advertising and accepting applications, leave a position vacant, or choose to reduce the number of members.

<b>Colleyville Center Advisory Committee Expiring Terms</b>	<b>Colleyville Center Advisory Committee Applicants</b>
Judith Goodwin	Carol Wollin
Lee Koch	Lee Koch
Fred Mills	Fred Mills
Alex Thomas	

<b>Parks and Recreation Advisory Board Expiring Terms</b>	<b>Parks and Recreation Advisory Board Applicants</b>
Michael Sabbia	Adrienne Johnson
Dustan Goodell	Carol Wollin
James Poettcker	Joe Stout
Joe Stout	

This item provides for the appointment of members to each of the Boards, Commissions, and Committees. All terms are a two-year appointment, expiring March 2028.

**Financial Impact**

There is no financial impact to the City.

**Recommendation**

Appointment(s) be made

**Attachments**

1. Colleyville Center Advisory Committee Roster
2. Parks and Recreation Advisory Board Roster

# COLLEYVILLE CENTER ADVISORY COMMITTEE

**Judith Goodwin**

(817) 267-8702

[dongoodwin@verizon.net](mailto:dongoodwin@verizon.net)

TERM: March 2024 – March 2026

**Lee Koch**

(817) 975-3898

[lkoch1212@gmail.com](mailto:lkoch1212@gmail.com)

TERM: March 2024 – March 2026

**Fred Mills**

(817) 320-6862

[saxmills@verizon.net](mailto:saxmills@verizon.net)

TERM: March 2024 – March 2026

**Emily Aguilar**

(817) 908-5906

[emily.rice20@gmail.com](mailto:emily.rice20@gmail.com)

TERM: March 2025 – March 2027

**Alex Thomas**

(904) 703-9008

[atpost@gmail.com](mailto:atpost@gmail.com)

TERM: March 2024– March 2026

**Paul Vigiletti**

(817) 485-7417

[paubervig@att.net](mailto:paubervig@att.net)

TERM: March 2025 – March 2027

**Colleyville Garden Club****Ann Morgan**

(575) 640-6790

[aamorgan12@gmail.com](mailto:aamorgan12@gmail.com)

TERM: March 2025 – March 2027

**Colleyville Lions Club****Louis C. Miller**

(817) 994-6180

[louismiller45@gmail.com](mailto:louismliller45@gmail.com)

TERM: March 2025 – March 2027

**National Charity League****Jessica Harig**

(817) 913-4848

[NCLPresidentElect@NCLColleyville.org](mailto:NCLPresidentElect@NCLColleyville.org)

TERM: March 2024 – March 2026

**Colleyville Rotary Club****Tina Anderson**

(817) 875-7147

[tinakanderson@gmail.com](mailto:tinakanderson@gmail.com)

TERM: March 2024 – March 2026

**Colleyville Woman's Club****Darla Dennison**

(817) 770-8805

TERM: March 2024 – March 2026

**Colleyville Chamber of  
Commerce****Chris Carlson**

(682) 225-2110

[chris@smartdfwrealty.com](mailto:chris@smartdfwrealty.com)

TERM: March 2024 – March 2026

# PARKS AND RECREATION ADVISORY BOARD

## **PLACE 1**

**Julie George – Chair**

(214) 202-4671

[juliefgeorge@gmail.com](mailto:juliefgeorge@gmail.com)

TERM: March 2025 – March 2027

## **PLACE 2**

**Michael Sabbia**

(513) 317-5007

[sabbiamj@gmail.com](mailto:sabbiamj@gmail.com)

TERM: March 2024 – March 2026

## **PLACE 3**

**John Hillebrand**

(817) 798-0112

[hille@sbcglobal.net](mailto:hille@sbcglobal.net)

TERM: March 2025 – March 2027

## **PLACE 4**

**Dustan Goodell**

(214) 533-7041

[dgoodell59@gmail.com](mailto:dgoodell59@gmail.com)

TERM: March 2024 – March 2026

## **PLACE 5**

**Christopher Carr**

(817) 690-0950

[ccarr.cv.pr@gmail.com](mailto:ccarr.cv.pr@gmail.com)

TERM: March 2025 – March 2027

## **PLACE 6**

**James Poettcker**

(817) 313-9344

[jpoett@sbcglobal.net](mailto:jpoett@sbcglobal.net)

TERM: March 2024 – March 2026

## **PLACE 7**

**Eric Presson**

(817) 733-3121

[cprb.mitrd@passmail.net](mailto:cprb.mitrd@passmail.net)

TERM: March 2025 – March 2027

## **PLACE 8 – Vice Chair**

**Joe Stout**

(817) 988-9488

[josephstout@yahoo.com](mailto:josephstout@yahoo.com)

TERM: March 2024 – March 2026

## **GCISD LIAISON**

**Dianna Sager**

[dianna.sager@gcisd.net](mailto:dianna.sager@gcisd.net)



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** 5

**Agenda Date** 4/21/2026

**Type** Report

**Department** Finance

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**Title**

Monthly Financial Report - March 2026

**Explanation**

Finance Director Cassie Smith will give an overview of the March 2026 Financial Report.

**Attachments**

1. March 2026 Budget Presentation
2. March 2026 Monthly Budget vs Actual

# **Monthly Financial Report**

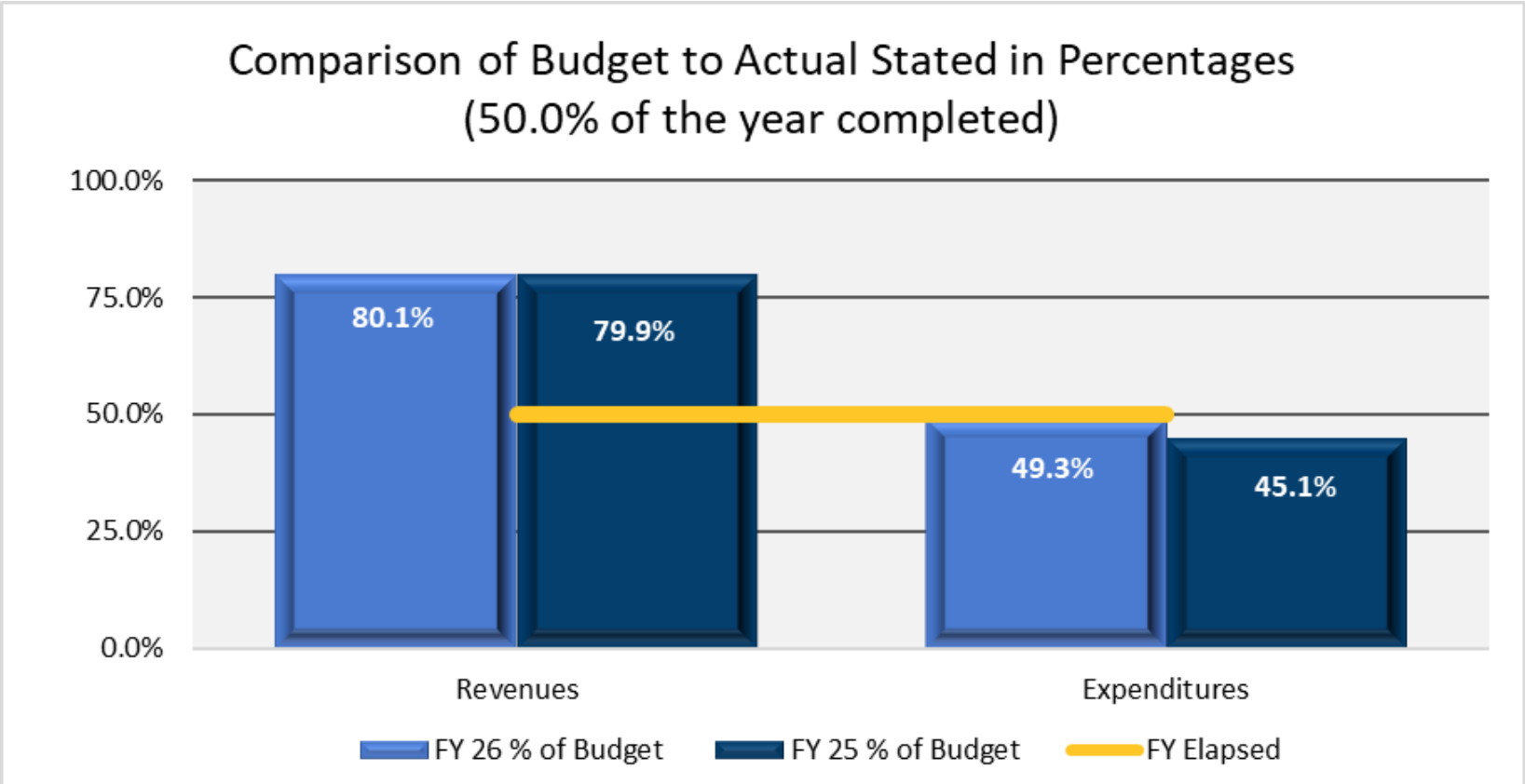
## **March 2026**

City Council Meeting  
April 21, 2026

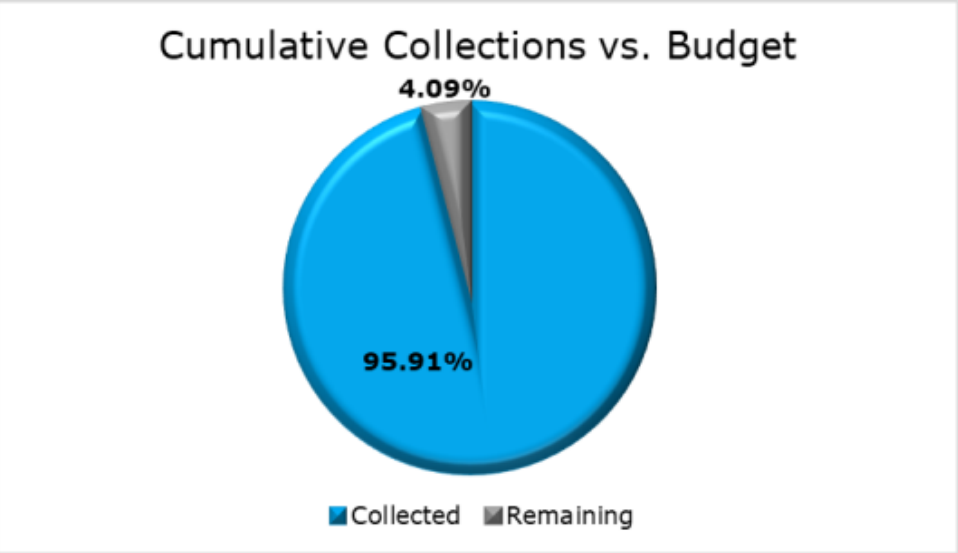
# General Fund Performance



	FY 26 Budget	FY 26 YTD	FY 26 % of Budget	FY 25 YTD	FY 25 % of Budget
Revenues	\$ 31,285,851	\$ 25,053,821	80.1%	\$ 23,701,765	79.9%
Expenditures	31,268,504	15,412,017	49.3%	13,767,397	45.1%
Total	\$ 17,347	\$ 9,641,804		\$ 9,934,368	



# Property Tax Collections



FY 26 Rate:

- M&O \$0.294232
- I&S \$0.017699

Total Rate:  
\$0.311931/\$100

\*TIF fund transfer has not been made, this is typically done in February.

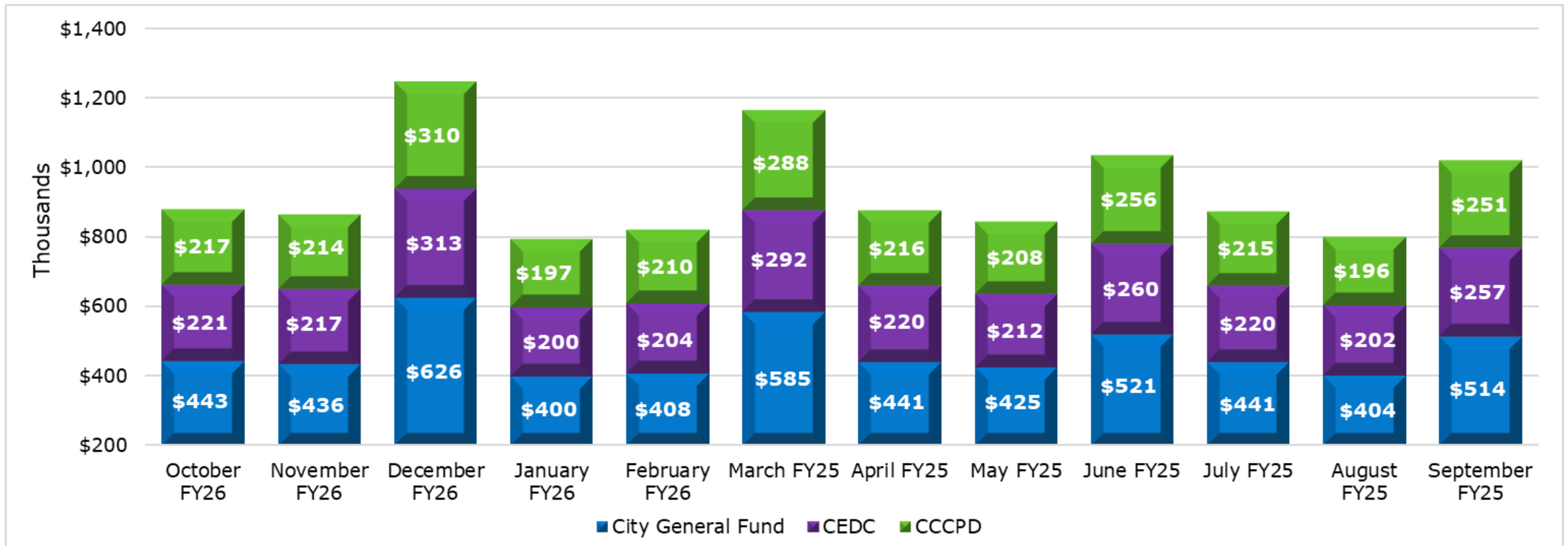
	FY 26 Budget	FY 26 YTD	FY 26 % of Budget	FY 25 YTD	FY 25 % of Budget
Current Taxes	\$ 18,870,816	\$ 18,099,452	95.91%	\$ 17,119,222	95.06%

**Note:** Property taxes are due in January with the majority of collections in December and January.

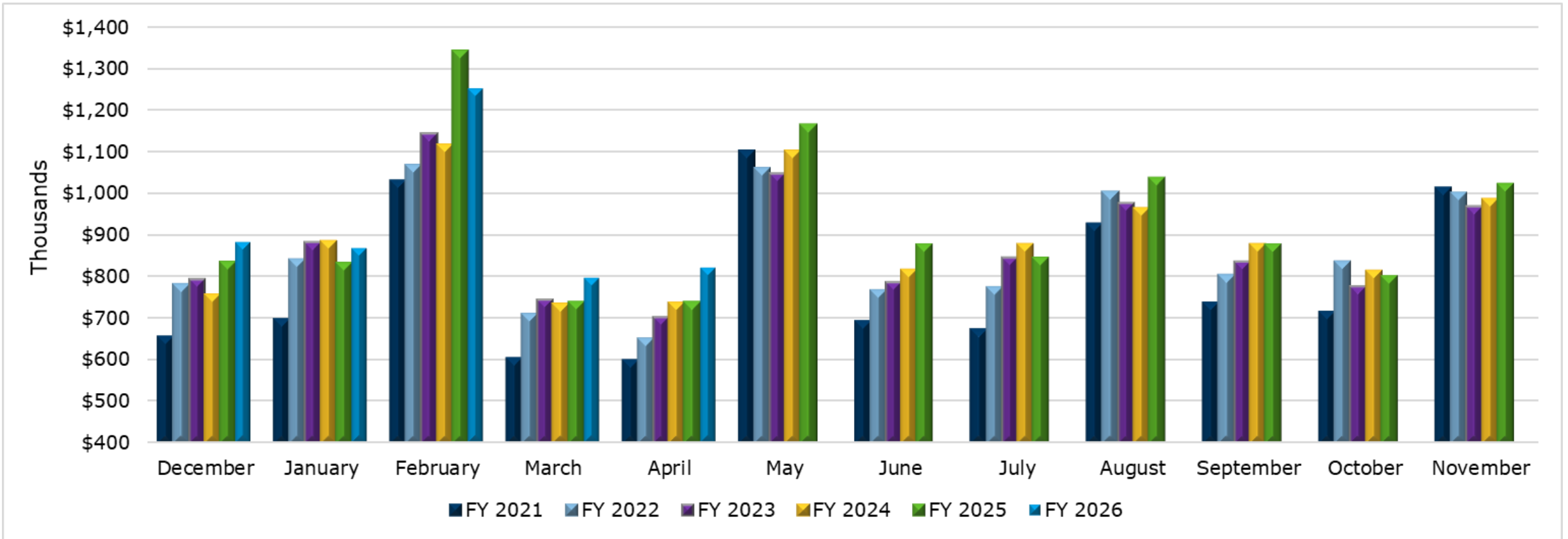
# Sales Tax: Current Fiscal Year Collections



April Collections / February Sales	FY 25 Actual	FY 26 Actual	Increase/ (Decrease)	% Change
City General Fund	\$ 372,227	\$ 408,090	\$ 35,862	9.63%
CEDC	\$ 185,835	\$ 203,739	\$ 17,904	9.63%
CCCPD	\$ 182,127	\$ 209,674	\$ 27,546	15.12%
<b>Total Collections</b>	<b>\$ 740,190</b>	<b>\$ 821,503</b>	<b>\$ 81,313</b>	<b>10.99%</b>



# Sales Tax: Comparative Collections



Per GASB rules, December is the first month of FY26 in which collections from sales taxes are recorded. October and November sales taxes are recorded in the prior fiscal year since the sales for those receipts occurred two months prior.

# Sales Tax: Current Fiscal Year Collections – General Fund



Collections Month	Sales Month	FY 25 Actual	FY 26 Actual	Increase/ (Decrease)	% Change
December	October	\$ 420,829	\$ 443,094	\$ 22,265	5.29%
January	November	418,443	435,561	17,118	4.09%
February	December	672,822	626,328	(46,494)	-6.91%
March	January	373,295	399,955	26,660	7.14%
April	February	372,227	408,090	35,863	9.63%
<b>Total</b>		<b>\$ 2,257,615</b>	<b>\$ 2,313,028</b>	<b>\$ 55,412</b>	<b>2.45%</b>

Per GASB rules, December is the first month of FY26 in which collections from sales taxes are recorded. October and November sales taxes are recorded in the prior fiscal year since the sales for those receipts occurred two months prior.

# Sales Tax: Regional Benchmark



	Net Payment This Period	Comparable Payment PY	% Change	Payment YTD	PY Payment YTD	% Change YTD
<b>Colleyville</b>	611,829	558,062	9.63%	2,803,499	2,753,803	1.80%
<b>North Richland Hills</b>	1,631,402	1,407,261	15.93%	7,808,625	7,125,510	9.59%
<b>Bedford</b>	1,155,499	1,151,825	0.32%	5,314,307	5,419,979	-1.95%
<b>Grapevine</b>	4,938,293	4,781,642	3.28%	22,522,955	21,832,760	3.16%
<b>Keller</b>	1,198,283	1,041,823	15.02%	5,375,931	5,576,870	-3.60%
<b>Hurst</b>	1,429,134	1,258,695	13.54%	6,805,339	6,403,926	6.27%
<b>Eules</b>	2,404,540	1,813,951	32.56%	9,893,804	8,696,222	13.77%
<b>Southlake</b>	2,686,407	2,775,390	-3.21%	15,062,884	14,266,220	5.58%

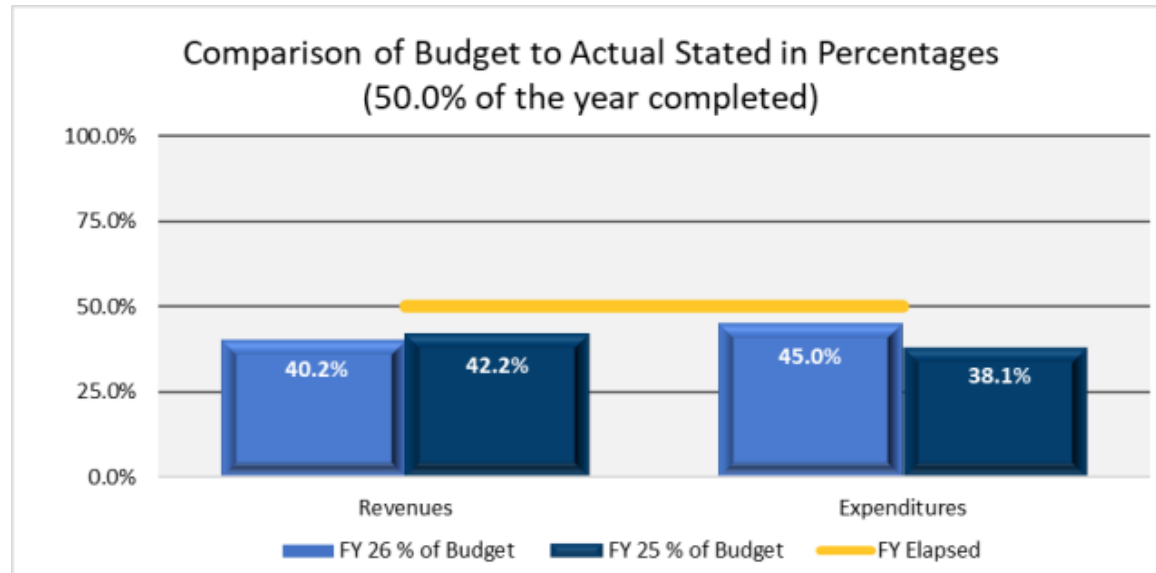
*Note: Colleyville Collections above include both City General Fund and CEDC collections.*



# Utilities Fund Performance



	FY 26 Budget	FY 26 YTD	FY 26 % of Budget	FY 25 YTD	FY 25 % of Budget
Revenues	\$ 27,013,314	\$ 10,861,396	40.2%	\$ 10,319,023	42.2%
Expenditures	26,855,702	12,082,873	45.0%	9,778,117	38.1%
<b>Total</b>	<b>\$ 157,612</b>	<b>\$ (1,221,476)</b>		<b>\$ 540,905</b>	

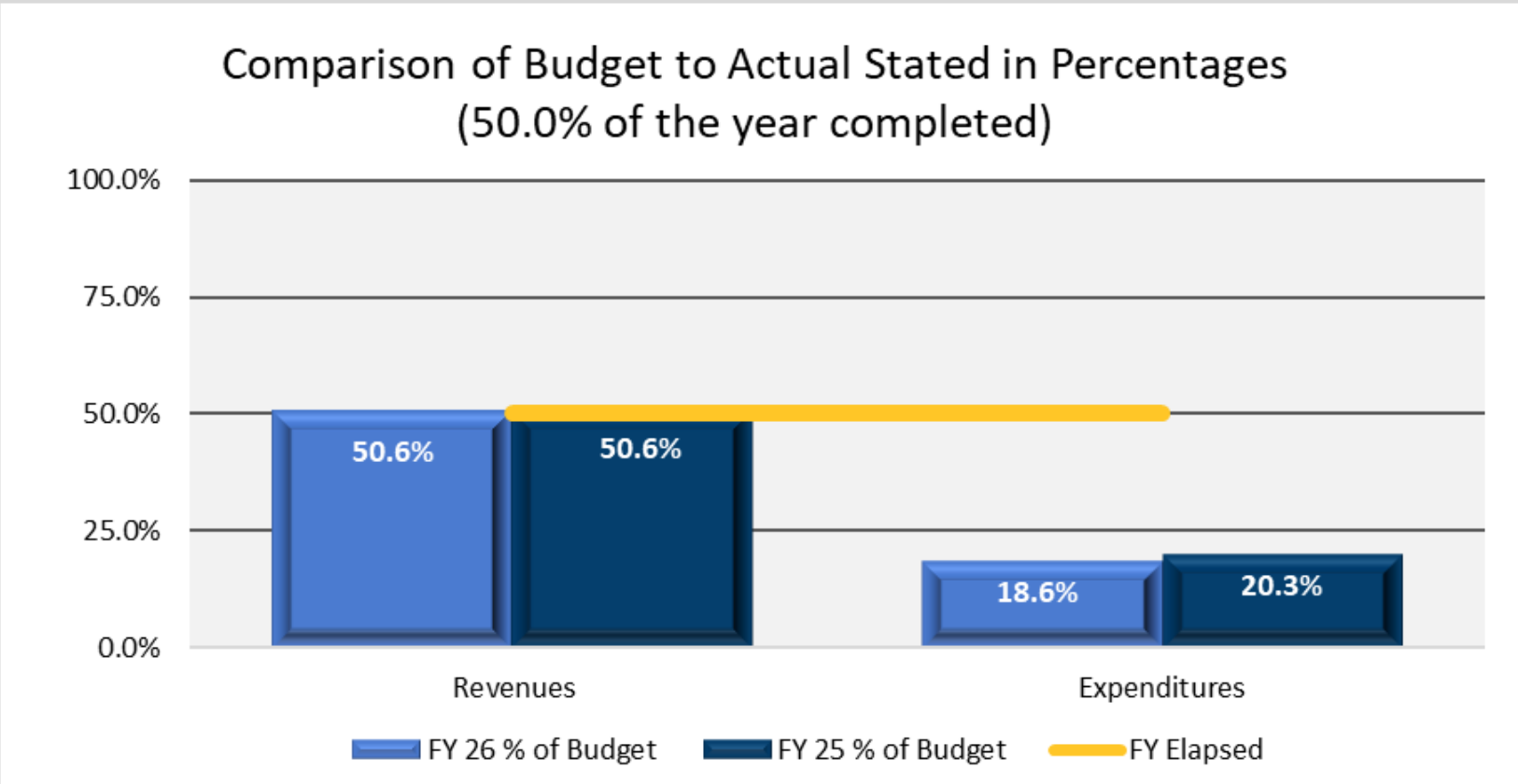


TRA			City		
	FY 26 Budget	FY 26 YTD		FY 26 Budget	FY 26 YTD
Revenues	\$ 22,028,899	\$ 7,218,207	Revenues	\$ 4,984,415	\$ 3,643,189
Expenditures	22,028,899	9,449,119	Expenditure	\$ 4,826,803	2,633,754
<b>Total</b>	<b>\$ -</b>	<b>\$ (2,230,912)</b>		<b>\$ 157,612</b>	<b>\$ 1,009,435</b>

# Drainage Fund Performance



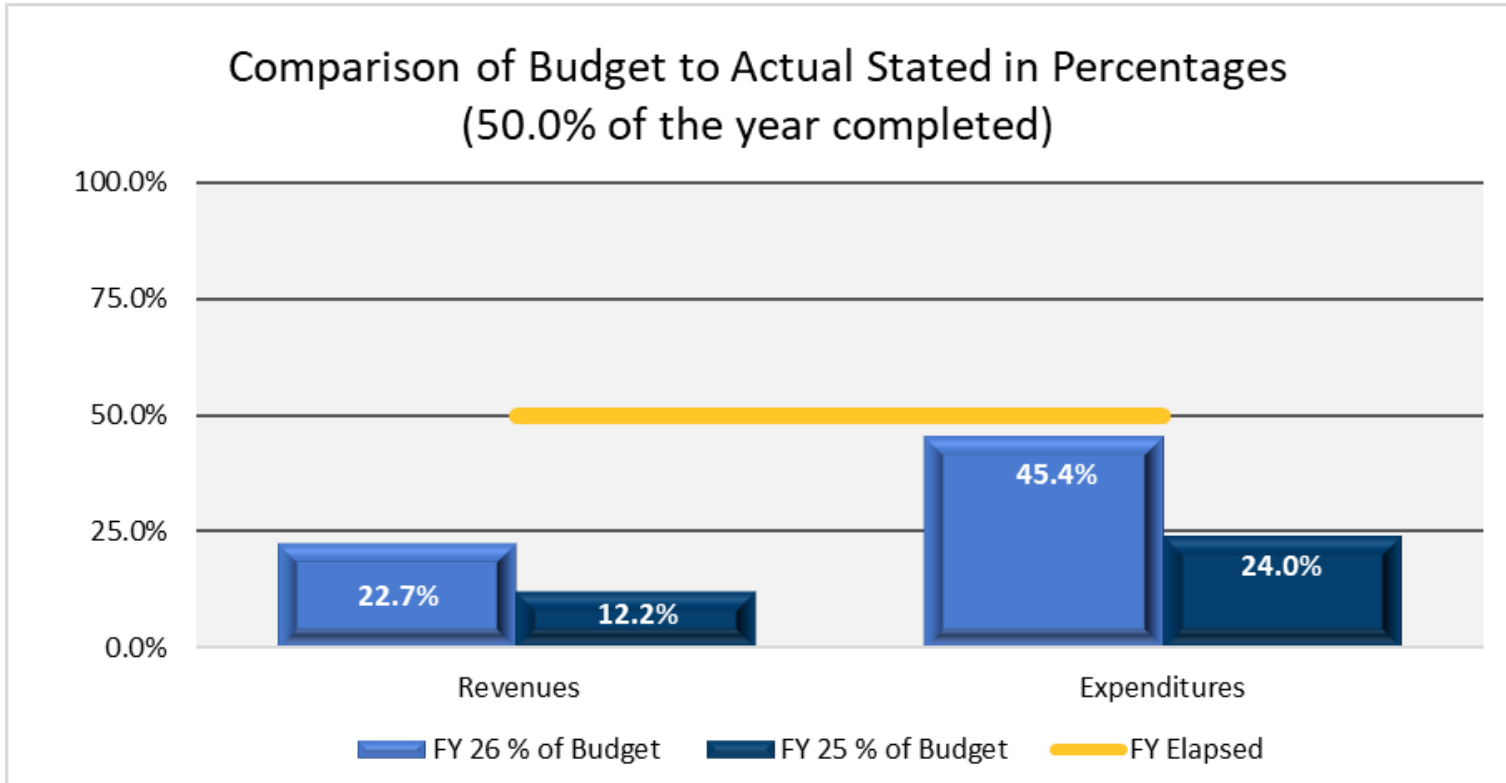
	FY 26 Budget	FY 26 YTD	FY 26 % of Budget	FY 25 YTD	FY 25 % of Budget
Revenues	\$ 2,061,000	\$ 1,043,785	50.6%	\$ 889,559	50.6%
Expenditures	1,994,787	371,726	18.6%	357,685	20.3%
Total	\$ 66,213	\$ 672,060		\$ 531,875	



# Hotel Tax (HOT) Fund Performance



	FY 26 Budget	FY 26 YTD	FY 26 % of Budget	FY 25 YTD	FY 25 % of Budget
Revenues	\$ 230,000	\$ 52,116	22.7%	\$ 52,748	12.2%
Expenditures	260,439	118,338	45.4%	113,939	24.0%
<b>Total</b>	<b>\$ (30,439)</b>	<b>\$ (66,222)</b>		<b>\$ (61,191)</b>	



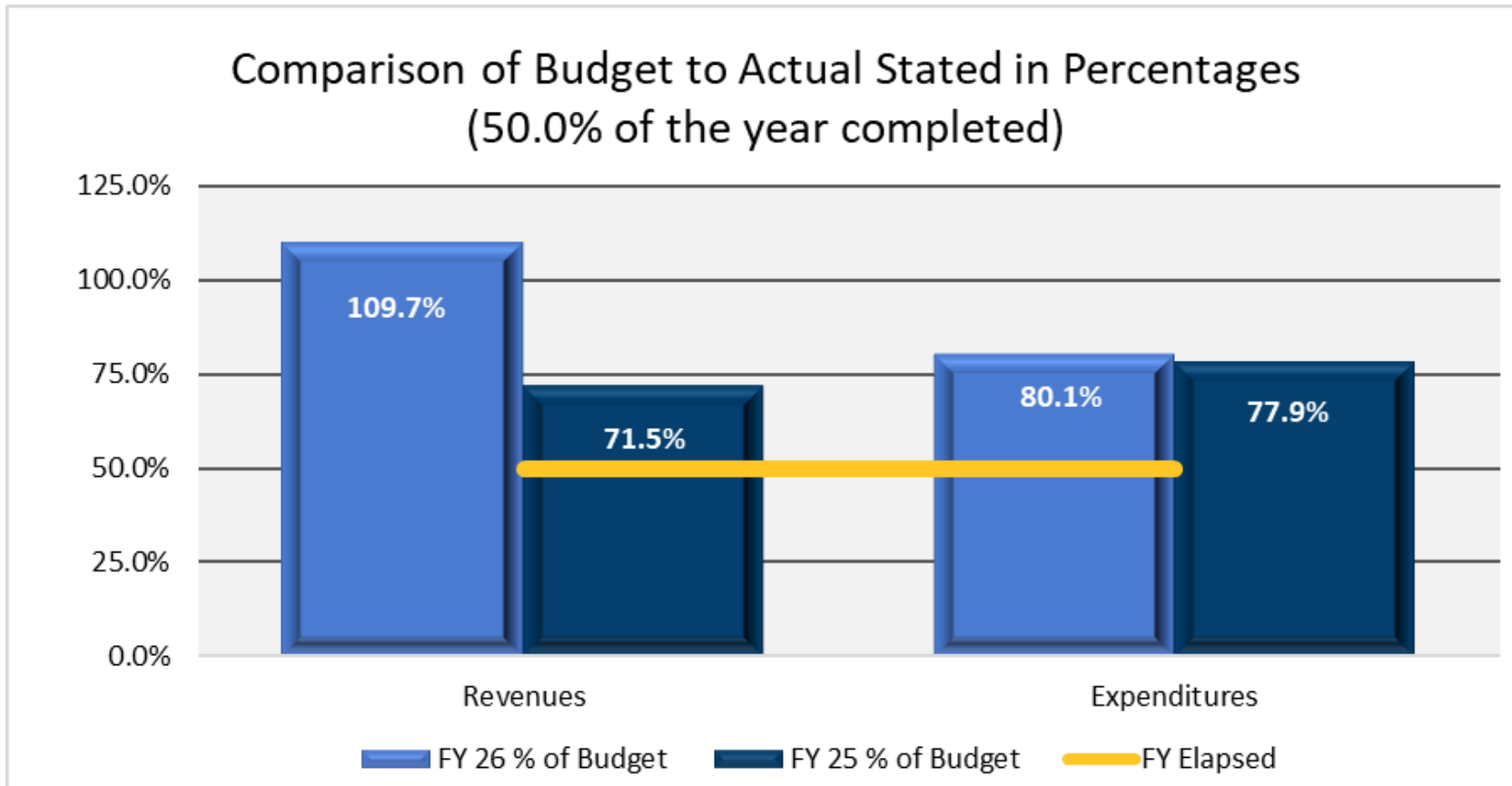
Hotel occupancy tax revenues are due quarterly.



# Debt Service Fund Performance



	FY 26 Budget	FY 26 YTD	FY 26 % of Budget	FY 25 YTD	FY 25 % of Budget
Revenues	\$ 1,702,645	\$ 1,867,343	109.7%	\$ 1,056,526	71.5%
Expenditures	1,693,245	1,355,794	80.1%	1,200,144	77.9%
Total	\$ 9,400	\$ 511,549		\$ (143,618)	



# Questions & Discussion



**City of Colleyville  
Monthly Budget vs Actual Report  
March 31, 2026**

	FY 2026				FY 2025				
	Annual Budget	Actual Thru Mth	Variance Annual	% of Annual Bdg	Annual Actual YTD	Actual Thru Mth	Variance Annual	% of Annual Act	% chg from PY
<b>General Fund</b>									
Current Taxes	18,870,816	18,099,452	771,364	95.9%	17,980,445	17,119,222	861,223	95.2%	5.7%
Delinquent	30,000	15,395	14,605	51.3%	32,038	5,367	26,671	16.8%	186.9%
P&I	80,000	31,718	48,282	39.6%	98,948	25,414	73,533	25.7%	24.8%
<b>Property Tax Total</b>	<b>18,980,816</b>	<b>18,146,564</b>	<b>834,252</b>	<b>95.6%</b>	<b>18,111,431</b>	<b>17,150,004</b>	<b>961,427</b>	<b>94.7%</b>	<b>5.8%</b>
Sales Tax	5,304,000	1,904,938	3,399,062	35.9%	5,074,051	1,885,388	3,188,663	37.2%	1.0%
Oncor Electric	910,000	866,465	43,535	95.2%	887,583	886,190	1,393	99.8%	-2.2%
Tri-County Electric	185,000	184,158	842	99.5%	172,925	172,925	-	100.0%	6.5%
Atmos Gas	600,000	789,801	(189,801)	131.6%	682,980	681,266	1,714	99.7%	15.9%
AT&T	15,000	21,116	(6,116)	140.8%	9,534	5,026	4,508	52.7%	320.1%
Verizon/Others	12,000	3,313	8,687	27.6%	7,462	3,867	3,595	51.8%	-14.3%
Refuse/Recycling	300,000	140,940	159,060	47.0%	325,103	139,266	185,837	42.8%	1.2%
Cable TV	200,000	79,013	120,987	39.5%	186,044	97,980	88,064	52.7%	-19.4%
Network Nodes	250	250	-	100.0%	250	250	-	100.0%	0.0%
<b>Franchise Fees</b>	<b>2,222,250</b>	<b>2,085,056</b>	<b>137,194</b>	<b>93.8%</b>	<b>2,271,880</b>	<b>1,986,769</b>	<b>285,111</b>	<b>87.5%</b>	<b>4.9%</b>
GF Revenues	31,285,851	25,053,821	6,232,030	80.1%	30,677,534	23,701,765	6,975,768	77.3%	5.7%
GF Expenditures	31,268,504	15,412,017	15,856,487	49.3%	28,906,897	13,767,397	15,139,500	47.6%	11.9%
<b>Utilities Fund</b>									
Water - Base Rate	2,509,730	1,958,002	551,728	78.0%	2,429,276	1,195,227	1,234,050	49.2%	63.8%
Sewer - Base Rate	1,885,685	1,369,149	516,536	72.6%	1,728,568	866,404	862,165	50.1%	58.0%
Water - Volumetric Rate	17,072,779	5,319,669	11,753,110	31.2%	14,533,462	5,596,276	8,937,186	38.5%	-4.9%
Sewer - Volumetric Rate	4,956,120	1,898,538	3,057,582	38.3%	4,536,672	2,243,341	2,293,331	49.4%	-15.4%
<b>Water &amp; Sewer</b>	<b>26,424,314</b>	<b>10,545,359</b>	<b>15,878,955</b>	<b>39.9%</b>	<b>23,227,979</b>	<b>9,901,249</b>	<b>13,326,731</b>	<b>42.6%</b>	<b>6.5%</b>
Utilities Revenues	27,013,314	10,861,396	16,151,918	40.2%	25,445,010	10,319,023	15,125,987	40.6%	5.3%
Utilities Expenditures	26,855,702	12,082,873	14,772,829	45.0%	22,141,920	9,778,117	12,363,803	44.2%	23.6%
<b>Debt Service Fund</b>									
Current Taxes	924,135	1,088,740	(164,605)	117.8%	911,283	1,054,900	(143,617)	115.8%	3.2%
Delinquent	2,000	644	1,356	32.2%	1,242	206	1,036	16.6%	212.3%
P&I	3,400	1,784	1,616	52.5%	5,736	1,420	4,316	24.8%	25.6%
<b>Property Tax Total</b>	<b>929,535</b>	<b>1,091,168</b>	<b>(161,633)</b>	<b>117.4%</b>	<b>918,261</b>	<b>1,056,526</b>	<b>(138,265)</b>	<b>115.1%</b>	<b>3.3%</b>
DS Revenues	1,702,645	1,867,343	(164,698)	109.7%	1,475,019	1,056,526	418,492	71.6%	76.7%
DS Expenditures	1,693,245	1,355,794	337,451	80.1%	1,540,145	1,200,144	340,000	77.9%	13.0%
<b>Drainage Fund</b>									
Drainage Fee	2,021,000	1,013,502	1,007,498	50.1%	1,752,062	866,100	885,962	49.4%	17.0%
Drain Revenues	2,061,000	1,043,785	1,017,215	50.6%	1,814,626	889,559	925,067	49.0%	17.3%
Drain Expenditures	1,994,787	371,726	1,623,061	18.6%	737,977	357,685	380,292	48.5%	3.9%
<b>Hotel Occupancy Tax (HOT) Fund</b>									
HOT Tax	230,000	52,053	177,947	22.6%	422,460	52,748	369,712	12.5%	-1.3%
HOT Revenues	230,000	52,116	177,884	22.7%	422,500	52,748	369,752	12.5%	-1.2%
HOT Expenditures	260,439	118,338	142,101	45.4%	509,629	113,939	395,690	22.4%	3.9%

**Note:** The financial figures presented are unaudited and subject to change pending final audit adjustments.



# CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

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**Agenda Number** 6a

**Agenda Date** 4/21/2026

**Number** Ordinance O-26-2362

**Type** Ordinance

**Department** Community Development

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## **Title**

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations, which includes edits throughout the section, Case GC26-003

## **Explanation**

### ***Second Reading and Public Hearing***

Staff presented the item to the City Council. No one came forward to speak during the public hearing.

### ***First Reading and Public Hearing***

Staff has prepared an amendment to the Land Development Code Chapter 3, Land Use, which would amend the District Regulations Notes within Section 3.24(F) and Section 3.24(G). The proposed language states 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.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission recommended approval of the amendment at their March 9, 2026 meeting by a vote of 7-0.

## **Attachments**

1. Proposed Chapter 3 Amendment
2. Proposed Schedule of District Regulations
3. Ordinance O-26-2362

- 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.

**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	130,880	130,880	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%	
RE	80,000	80,000	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%	
R-40	40,000	40,000	150'	150'	n.a.	40'	15'	25'	2.5	35'	20% (E)	50%	
R-30	30,000	30,000	125'	125'	n.a.	35'	10'	25'	2.5	35'	25% (E)	55%	
R-20	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%	
R-15	15,000	15,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%	
R-D	4,000	8,000	70'	115'	n.a.	25'	10'	25'	2.5	30'	50%	60%	
R-MF	2,700	18,000	70'	115'	n.a.	25'	10'	25'	2.0	30'	50%	80%	
R-MF	1,500	10,000	70'	115'	n.a.	25'	10'	25'	3.0	30'	75%	80%	
MH	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	30'	30%	40%	
C-PO	n.a.	7,200	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%	
CN	n.a.	10,000	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%	
CC1	n.a.	15,000	150'	120'	5 acres	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	50%	80%	
CC2	n.a.	20,000	150'	120'	none	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	60%	80%	
CC3	n.a.	10,000	150'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	70%	80%	
ML	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.

## ORDINANCE O-26-2362

**AN ORDINANCE AMENDING CHAPTER 3, SECTION 3.24(F) DISTRICT REGULATION NOTES AND SECTION 3.24(G) SCHEDULE OF DISTRICT REGULATIONS, OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS,** the City of Colleyville desires to amend Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations of the Land Development Code; and

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

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

- Sec. 1. THAT *Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations* of the Land Development Code is hereby amended and replaced in its entirety as attached.
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 7<sup>th</sup> day of April 2026.

The second reading and public hearing being conducted on the 21<sup>st</sup> day of April 2026.

APPROVED BY A VOTE OF \_ AYES, \_ NAYS, ON THIS THE 21<sup>ST</sup> DAY OF APRIL 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 L. Wyatt  
City Attorney

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- 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**

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- 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.**

**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	Total	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	130,880	200	300	40'	25'	40'	2.5	35'	20%(E)	50%		
RE S.F. "Estate" Residential	80,000	80,000	80,000	200	300	40'	25'	40'	2.5	35'	20%(E)	50%		
R-40 Single Family Residential	40,000	40,000	40,000	160'	160'	40'	16'	25'	2.6	36'	20%(E)	60%		
R-30 Single Family Residential	30,000	30,000	30,000	125'	125'	35'	10'	25'	2.5	35'	25%(E)	55%		
R-20 Single Family Residential	20,000	20,000	20,000	100'	125'	30'	10'	25'	2.5	35'	30%(E)	60%		
R-15 Single Family Residential	15,000	15,000	15,000	100'	125'	30'	10'	25'	2.5	35'	30%(E)	60%		
R-D Two Family Residential	4,000	8,000	8,000	70'	115'	25'	10'	25'	2.5	30'	50%	60%		
R-MF Multi-Family Residential (zoned after June 16, 1964)	2,700	18,000	18,000	70'	115'	25'	10'	25'	2.0	30'	50%	80%		
R-MF Multi-Family Residential (zoned before June 16, 1964)	1,500	10,000	10,000	70'	115'	25'	10'	25'	3.0	30'	75%	80%		
MH Mobile Home (Minimum size of mobile home park - 40 spaces)	20,000	20,000	20,000	100'	125'	30'	10'	25'	2.5	30'	30%	40%		
C-PO Professional Office Commercial	n.a.	7,200	7,200	100'	120'	40'	15' (BC)	10' (C/D)	2.0	35'	40%	80%		
CN Neighborhood Commercial	n.a.	10,000	10,000	100'	120'	40'	15' (BC)	10' (C/D)	2.0	35'	40%	80%		
CC1 Village Retail	n.a.	15,000	15,000	150'	120'	40' (A)	15' (BC)	10' (C/D)	2.0	35'	50%	80%		
CC2 Shopping Center	n.a.	20,000	20,000	150'	120'	40' (A)	15' (BC)	10' (C/D)	2.0	35'	60%	80%		
CC3 Highway Commercial	n.a.	10,000	10,000	150'	120'	40'	15' (BC)	10' (C/D)	2.0	35'	70%	80%		
ML Light Manufacturing	n.a.	10,000	10,000	100'	120'	40'	15' (BC)	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.

**RESOLUTION R-26-5139**

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER  
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF  
APRIL 21, 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 21<sup>ST</sup> DAY OF APRIL 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