



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, MAY 5, 2026

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

CALL TO ORDER

- WS-1** Library Department Update
- WS-2** Discussion of home page layout options for new City website
- WS-3** Discussion of the May 5, 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 Mike Dawson, First United Methodist

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-26-5140

- 3. OATH OF OFFICE**
- 4. RECEPTION FOR CITY COUNCIL MEMBERS**
- 5. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 6. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5141**
 - 6a** Approval of the April 21, 2026, City Council minutes
 - 6b** Approval of the sale of property, seized items, found items, obsolete and non-serviceable equipment
 - 6c** Approval of a Construction Contract with West Texas Rebar Placers, Inc. for the Westcoat Drive Sidewalk Improvement Project, in an amount not to exceed \$204,319.00 a contingency amount not to exceed \$20,000.00, a material testing amount not to exceed \$17,000.00, and authorizing the City Manager to execute the contract
 - 6d** Approval to donate \$6,750 of the City of Colleyville's Opioid Settlement funds to the Grapevine-Colleyville Independent School District Drug Dog Program
- 7. ELECTION OF MAYOR PRO TEM AND DEPUTY MAYOR PRO TEM**
- 8. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 8a Ordinance O-26-2363**

Consideration of a rezoning from AG Agricultural to R-20 Single-Family Residential on Tract 1A09, Abstract 1756, A.T. Young Survey, located at 108 Glade Road, Case ZC26-005 WITHDRAWN BY APPLICANT
 - 8b Ordinance O-26-2364**

Consideration of a Special Use Permit for an accessory building located in a non-residential zoning district on Lot 1R, Block 1, Covenant Christian Academy Addition, zoned PUD-C Planned Unit Development – Commercial, located at 901 Cheek-Sparger Road, Case ZC26-006
 - 8c Ordinance O-26-2365**

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC26-008
 - 8d Ordinance O-26-2366**

Consideration of a Special Use Permit for a Charitable Donation Station on Lot 8, Block 6R, Woodbriar Estates West Addition, zoned CC-3 Highway Commercial, located at 3901 Colleyville Boulevard, Case ZC26-010

8e Ordinance O-26-2367

Consideration of an amendment to the Land Development Code Chapter 3, Land Use, which includes edits throughout the chapter related to outdoor storage and display, Case GC26-005

8f Ordinance O-26-2368

Amending Chapter 86 (streets, sidewalks and other public places) of the City of Colleyville Code of Ordinances to adopt a Division 2; adopting safety restrictions for the use of motorized carts within the City

9. RESOLUTION(S): READING AND PUBLIC HEARING**9a Resolution R-26-5142**

Repealing Resolution R-26-5120 and authorizing an Advanced Funding Agreement with the Texas Department of Transportation for the Reconstruction of the Roadway with Intersection Improvements and Sidewalks on Cheek-Sparger Road from Bedford Road to Heritage Avenue Project, and authorizing the City Manager to execute the Agreement

9b Resolution R-26-5143

Approval of an Advanced Funding Agreement with the Texas Department of Transportation for the construction of the Bedford Road Low Water Crossing (Little Bear Creek) between Saddlebrook Drive and Somerset Boulevard Project and authorizing the City Manager to execute the agreement

9c Resolution R-26-5144

Consideration of a replat for proposed Lot 3R, Adair & Brown Estates, being Lots 3B and 4A2, Adair & Brown Estates, and zoned R-40 Single-Family Residential, located at 813 John McCain Road, Case PC26-004

10. CITIZEN COMMENTS**11. REPORTS**

Colleyville Library Board Minutes - December 15, 2025

Planning and Zoning Commission Minutes - March 9, 2026

Planning and Zoning Commission Worksession Minutes - March 23, 2026

12. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 5, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5145**13. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, April 29, 2026*, by 5:00 p.m.

Christine Loven, TRMC
City Secretary

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

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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 5/5/2026

Type Worksession

Department Library

Title

Library Department Update

Explanation

Library Director Jack Pawlowski will provide an overview of library services.

Attachments

1. Library Presentation

COLLEYVILLE PUBLIC LIBRARY

Jack Pawlowski, Library Director



- Established on November 24, 2003
- Open 48 hours a week, Monday – Saturday (51 hours of access via the drive-up window)
- 20 employees (5 full time employees and 15 part time)
- Mission statement:
Colleyville residents of all ages will have state-of-the-art library services, accessible “Anytime, Anywhere.”



- Books
- Books on CD
- Vox talking children's books
- DVDs
- Magazines
- Newspapers
- S.T.E.A.M. and Early Literacy Kits
- Memory Care Kits



Physical Collection



S.T.E.A.M. Kits

Hands on learning kits for ages 3+ .



Vox Talking Books

Kids books that read along with the story.



Memory Care Kits

Kits designed to help adults keep their mind engaged.

- Cloud Library:
E-books and e-audiobooks
- Hoopla:
TV shows, movies, and music streaming
- Press Reader
Digital newspapers and magazines
- Flipster
Digital Magazines
- Transparent Language
Online language learning
- TexShare
Access to over 50 databases



Adult and Teen Services



- Books 'n' Brunch Book Club
- Nonfiction Book Club
- Late Edition Book Club
- Healthy Cooking Tutorials
- Master Gardening Classes
- E-Library Workshops
- Watercolor Classes
- Author Luncheons
- Senior Saturdays



- Teen Tuesdays
- Spa-tacular Classes
- Get Crafty Classes
- Teen Take and Make Crafts
- Dungeons and Dragons
- Volunteering Opportunities





- Storytimes
- Chess Club
- S.T.E.A.M Classes
- Homeschool Programs
- Tween Spot
- Family Movies
- Holiday Parties
- Crafting Programs
- Pop-Up Scavenger Hunts

Summer Reading



- Every June and July the library hosts a summer reading challenge to encourage reading and provide engaging activities and programs for kids, teens and adults.
- 28,061 readers, 2,492 programs, and 173,945 program attendees over 22 summers.



Community Driven Collections



Seed Library

Borrow seeds and plant them. After they sprout, harvest the seeds from your plants and then return them back to the Seed Library to share with the community.

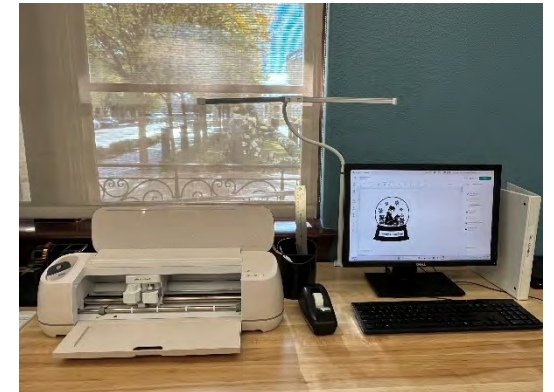
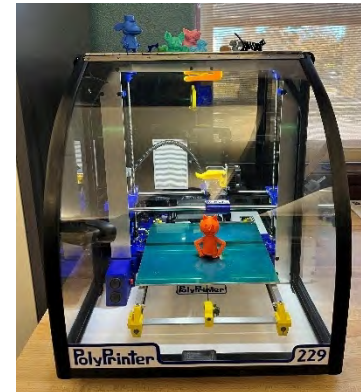


Puzzle Exchange

Borrow a puzzle, put it together and bring it back to the Library when you're done so someone else can enjoy.



- The Library opened the Colleyville Makerspace December 3rd, 2025.
- This space is a dedicated lab where people can create, craft, and learn new skills.
- Featured Equipment: 3D printer, laser engraver, button maker, Cricut cutting machine, heat press, sewing machines, and a pocket laminator.



Colleyville Makerspace



Out in the Community



Home Delivery Service

Providing library materials to your door



Remote Locker System

Patrons can have holds delivered to the Colleyville Rec Center



StoryWalk in the Plaza

Read and enjoy a story book while walking around the Colleyville Plaza



Storytimes at Chick-Fil-A

Bringing the library's storytime out into the community



	FY 24-25	Cumulative
Patron Visits	90,107	2,162,187
Programs Presented	614	9,062
Program Attendance	17,419	375,350
Checkouts	272,618	4,924,953
Total Transactions	326,708	7,276,387
Materials Collection	70,221	
Borrowers Registered	10,934	

Library Improvements



Upgrading shelving in **children's area** for better storage



Replacing end panels to allow more display space



Replace children's computer desks to improve overall space

- Colleyville Library Board
- Friends of the Colleyville Public Library
- Colleyville Public Library Foundation



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 5/5/2026

Type Worksession

Department City Manager

Title

Discussion of home page layout options for new City website

Explanation

This agenda item provides for presentation and discussion of different home page layout options for the new City website. Staff will review options and seek feedback from the City Council.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 5/5/2026

Type Worksession

Department City Secretary

Title

Discussion of the May 5, 2026, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1
Type Executive Session
Department City Secretary

Agenda Date 5/5/2026

Title

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

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RESOLUTION R-26-5140

A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF MAY 5, 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 5TH DAY OF MAY
2026.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-26-5141

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF MAY 5, 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 21, 2026, City Council minutes
- b. Approval of the sale of property, seized items, found items, obsolete and non-serviceable equipment
- c. Approval of a construction contract with West Texas Rebar Placers, Inc. for the Westcoat Drive Sidewalk Improvement Project, in an amount not to exceed \$204,319.00 a contingency amount not to exceed \$20,000.00, a material testing amount not to exceed \$17,000.00 and authorizing the City Manager to execute the agreement
- d. Approval to donate \$6,750 of the City of Colleyville's Opioid Settlement funds to the Grapevine-Colleyville Independent School District Drug Dog Program

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 5TH DAY OF MAY 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

TUESDAY, APRIL 21, 2026

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, April 21, 2026, at 5:30 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Community Development Director Ben Bryner, Public Works and Parks and Recreation Director Lisa Escobedo, City Attorney Nicole Corr, and City Secretary Christine Loven.

WS-1 Discussion of potential golf cart regulations

Assistant City Manager Adrienne Lothery presented this item noting the City Attorney had presented this item at the February 3, 2026, City Council Worksession and this was an opportunity for further discussion and City Council direction to staff. Potential regulations and state law were reviewed and discussed.

City Council directed staff to move forward with bringing forth an ordinance and encouraged citizens to provide feedback on the ordinance which would allow the operation of golf carts on City streets.

WS-2 Discussion of the regulations regarding food to alcohol ratio sales

Community Development Director Ben Bryner presented this item and noted a benchmark of surrounding cities shows three of the six have an alcohol to food sales ratio of 25%/75%, two cities have a 50%/50%, and one city matches Colleyville's current 40%/60% ratio.

The City Council discussed the advantage of lowering the alcohol to food sales ratio to 25%/75% and directed staff to move forward with an amendment to the Code of Ordinances.

WS-3 Review of the City Council Rules of Procedure

City Secretary Christine Loven provided a staff review of the City Council Rules of Procedure, noting the recommended changes were in large part, due to recently passed legislation governing the timeline for agenda postings and packet delivery.

WS-4 Discussion of the April 21, 2026, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:26 p.m. and called the Executive Session to order.

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

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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 7:04 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: Pastor Martin Richardson, Crown of Life

PLEDGE OF ALLEGIANCE: Boy Scout Troop 28

Mayor Lindamood thanked the troop and presented each scout with a challenge coin.

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

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

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

Mayor Lindamood and the City Council thanked Kurt and Donna Kauffman, owners of Unique Landscaping, for donated 60 trees and the installation to the City.

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

Mayor Lindamood read Resolution R-26-5138 in its entirety.

Capital Projects Program Manager Elijah Dorminy presented item 4b. and discussed the warranty term of the agreement and the windows.

Public Works/Parks and Recreation Manager Lisa Escobedo presented items 4c., 4d., and 4e.

There was general discussion regarding the HVAC projects. The City Council shared they are excited about the Texas Tree Trail and expressed their appreciation for diligence of the departments in handling all of these projects.

City Secretary Christine Loven presented item 4f. and noted there are three applicants for both the Committee and Board, but four openings.

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

Mayor Lindamood made a motion to approve Resolution R-26-5138, and appointing Carol Wollin, Lee Koch, and Fred Mills to the Colleyville Center Advisory Committee and Adrienne Johnson, Carol Wollin, and Joe Stout to the Parks and Recreation Advisory Board, for a term to March 2028, 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. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - March 2026

Assistant City Manager Mark Wood presented the March financial report and noted this report marks the 50% marker of FY26. Overall, the budget is on track, property tax collection is at 95%, sales tax is up again, and retail occupancy is at 96%, the highest percent in over a decade.

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

6a 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.

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

Mayor Pro Tem Elder made a motion to approve Ordinance O-26-2362, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

7. CITIZEN COMMENTS

There was no one present wishing to speak.

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

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 7:55 p.m.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b
Type Resolution
Department Engineering

Agenda Date 5/5/2026

Number Resolution R-26-5141

Title

Approval of the sale of property, seized items, found items, obsolete and non-serviceable equipment

Explanation

Reading and Public Hearing

The City's purchasing manual requires the City Council to authorize the disposal of salvage items and obsolete, non-serviceable vehicles, and equipment before property can be removed from inventory and disposed of by public auction or other approved means.

The attached Sale/Disposal List provides an itemized equipment list of items which should not be reassigned or re-purposed, have been replaced due to age, and are no longer serviceable; abandoned/found property, for which owners were not located, or property seized by the Colleyville Police Department.

In May 2010, City Council approved attached Resolution R-10-3230, which authorized a Professional Services Agreement with Rene Bates Auctioneers of McKinney, Texas, to conduct City auctions in an online format. Rene Bates has performed multiple auctions in the past nine years for the City of Colleyville, with little to no issues. Rene Bates charges a fee of ten percent of the gross auction sales for their services.

The five-year history of proceeds from the auctions is as follows:

Year Proceeds

2021	\$ 25,831.42
2022	\$ 21,871.88
2023	\$ 24,414.75
2024	\$ 17,898.75
2025	\$ 17,123.43

Financial Impact

The financial impact of the auction will be determined by the gross proceeds of the auction less a ten percent fee charged by the auctioneer.

Recommendation

Approve

Attachments

1. Sale/Disposal List

City of Colleyville April 2026 Auction Disposal List

Department	QTY	Description of Item
City Secretary	1	5'3" x 7.5' Persian Renaissance Rug
Colleyville Center	3	6'x30" Tables Rectangle
Colleyville Center	6	66 in Round Tables
Colleyville Center	2	Outdoor Trashcans 4'x2"
Colleyville Center	1	Office Desk (L-shape), 6'x30" desk, 36" high
Engineering	1	America's Memories framed art by G. Harvey
Engineering	3	Fabric Office Chairs
Engineering	2	Faux Leather Office Chairs
Engineering	1	Metal Shelf
Engineering	1	Rolling Storage Cart
Finance	1	2 door cabinet
Finance	1	Shelf
Finance	5	Metal 4-Drawer File Cabinets
Finance	1	Black Office Chair
Finance	3	Sharp Office Calculators
Finance	3	Office Equipment Items
Finance	1	Brother Toner Cartridge
Finance	1	(lot) of various office supplies
Finance	1	Framed picture of US/Texas/Colleyville Flags
Finance	4	Clipboards in various sizes
Finance	20	3-Ring Binders in various sizes
Fire	1	So-Low Ultra Low Freezer (-190 F)
Fire	1	Bookshelf and HON filing cabinet
Fire	1	Polaris
Fire	1	2013 Polaris Ranger Utility Cart
ISM	3	Fujitsu 6110 Scanner
ISM	1	Box of misc Security cameras
ISM	1	Safeport rugged max pro
ISM	1	C7115X toner
ISM	1	dps remanufactured toner cartridge
ISM	11	Various Monitor stands
ISM	1	Cisco CP-6945
ISM	1	Cisco 7965
ISM	1	Dell 24 inch monitor
ISM	1	Samsung 22 inch monitor
ISM	1	Spectrum ETX-203AX
ISM	1	Swagit CSE-512
ISM	1	Fiber patch panel rack
ISM	1	Dell 19 inch monitor
ISM	1	ASUS 24 inch monitor
ISM	1	Hitachi CP-X2010N projector
ISM	3	MISC Keyboards
ISM	1	Box of misc laptop power supplies
ISM	1	netgear prosafe 8 port switch
ISM	1	Epson PM 260

Department	QTY	Description of Item
ISM	1	Dell 22 inch monitor
ISM	1	Box of misc video cables
ISM	1	Cisco 2900 series Router
ISM	1	APC SMT750RM2UC
ISM	1	Nortel BES1020-48T Switch
ISM	1	Latitude 3190 2in1
ISM	3	Latitude 7389
ISM	15	Panasonic Toughbook CF-31
ISM	9	Optiplex 5060
ISM	7	Optiplex 7070
ISM	10	Wisenet q series security camera
ISM	2	Optiplex 3080
ISM	2	Optiplex 3040
ISM	4	Optiplex 3020
ISM	4	Optiplex 3050
ISM	2	Latitude 7400
ISM	1	Bag of misc cables and dell power bricks
ISM	2	GSP XG-PCS-15D
ISM	1	Misc Mice
ISM	1	Hughes router
ISM	3	Cisco 7965
ISM	1	Watchguard Desktop
ISM	2	Tripod
ISM	1	Library rfid reader
ISM	1	Logitech 860 camera
ISM	1	Cannon DS126291
ISM	2	Latitude 5310
ISM	1	Latitude E5570
ISM	1	Laserjet 1022
ISM	2	Cisco Catalyst WS-C2960X-48FPD-L
ISM	2	Cisco Catalyst WS-C2960S-48LPS-L V02
ISM	1	Cisco Catalyst WS-C2960XR-48FPD-I
ISM	1	Cisco Catalyst 2960 G series
ISM	1	Cisco Catalyst 2960 G series POE+
ISM	1	Procurve Switch 3500yl-48G
ISM	5	APC Battery Backup Chassis
ISM	1	APC rbc48
ISM	4	Optiplex 7070
ISM	4	Optiplex 5060
ISM	1	Dell p4317q monitor
ISM	2	Bag of Ram
Library	1	3D printer. Length: 15", Width: 15", Height: 15".
Library	1	Laser engraver and air filter. Engrave: Length: 38", Width: 22", Height: 9". Air filter system: Length: 16", Width: 11", Height: 20".
Library	8	Trapezoid computer desk with 3 sided privacy screen. Screens colors vary. Length: 41", Width: 31", Height: 37".

Department	QTY	Description of Item
Library	4	Computer desk wire management towers. Length: 14", Width: 14", Height: 29".
Library	6	Kids plastic stools. Various colors. Length: 17", Width: 17", Height: 19".
Library	1	Wooden wheeled map storage unit. Length: 27", Width: 20", Height: 30".
Library	1	Metal paper organizer. Length: 38", Width: 13", Height: 37".
Library	1	Metal desk with attached 3 drawer cabinet. Length: 66", Width: 30", Height: 29".
Library	10	Plastic stackage chairs. Various colors. Length: 18", Width: 21", Height: 33".
Library	1 lot	Miscellaneous dissembled metal shelving and parts. Contains shelving frames, various sized shelves, wooden end panels (not pictured) and various sized shelving brackets. Cannot guarantee all parts are from the same shelving system.
Library	6	Acrylic locking display boxes. Length: 17", Width: 7", Height: 17".
Library	1	Double sided 2'x3' display sign holder. Length: 27", Width: 24", Height: 68".
Library	2	Money boxes. Length: 16", Width: 11", Height: 2.5".
Library	1	Orion telescope. Length: 16", Width: 16", Height: 25".
Library	1	Swingline adjustable hole punch. Length: 11", Width: 13", Height: 7".
Police	1	2008 Chrysler Town & Country Van
Police	1	Squat Rack
Police	1	Bunn Coffee Maker
Police	1	Frigidaire Dish Washer
Police	1	Wolf Double Oven
Police	4	Tables
Police	16	Black chairs
Police	1	Knox Gear Electric Cooler
Police	1	GE Microwave
Police	10	Tomar light bars Red/White/Blue W/amber directional ligths in rear.
Police	9	Go industries Push bumpers 2015-2020 Tahoe
Police	8	ProGard Prisoner partition & Cargo Partition incl plastic seats.
Police	8	Opticom traffic emmiters
Police	9	ProGard Double Gun Rack
Police	12	Tomar Light controller
Police	13	Spot lights (LED and Hologen)
Police	18	Tomar Speakers
Police	1	Whelen Inner Edge (front & Rear) for 2020 Ford Explorer
Police	10	pairs of Pillar Lights Red/Blue. 2015-2020 Tahoe (20 Total)
Police	6	Stalker Dul DSR Radars, incl. Countin unit, display, Remote and 2 antennas per system - (NO CABLES)
Police	1	Lot of approximately 100 Whelen lights. M4, M2 Lin-z, Ions and Code 3 flush mount lights. Red/White/Blue colors
Police	9	Havis computer dock for Panasonic CF33 Toughbook
Police	1	Set of 4 Wheels and tires 2015-2020 Tahoe (4mm tread depth remaining
Police	1	Set of 4 Wheels and tires 2015-2020 Tahoe (4mm tread depth remaining
Police	1	Set of 4 Wheels and tires 2015-2020 Tahoe (4mm tread depth remaining
Police	1	Treadmill- Works, display is broken, does not display speed or settings
Police	1	Lot of 28 Watchguard Camera Brackets for 2015-2020 Tahoes
Police	1	Lot of 24 Watchguard Body Mic Cradles P# MIC-WRL-CHG-410 and 39 Vist Wifi BWC docks
Police	17	Mikrotik Groove Series Radios for Watchguard Cameras

Department	QTY	Description of Item
Police	1	Box of Ram ball mounts
Police	1	Sylvania 25" TV
Police	1	Taples Paper shreader
Police	42	Watchguard body Mics
Police	3	Office Chairs
Police	2	Hoist Qucik Change dumbbell system incl cover
Police	35	Watchguard PoE GigE Switch
Police	1	Laser printer (no Cables)
Police	1	Lot of Watchguard Vista wifi BWC incl: 40 Magnetic mounts, 11 belt clips, 30 Molle Mounts, 3 8-
Police	1	Lot of Watchguard Cameras incl: 38 Monitors, 9 back seat IR cameras and 20 Panoramic front cameras
Police	1	Bell Howell ABR 2000 Microfiche Reader With File Cabinet
Police	1	Mercer Cutlery Genesis 10" Carving Knife
Police	1	Gainscome Thai Style Kitchen Food Carving Knife
Police	1	Fusion Kei Handmade Series Kitchen Knife,
Police	1	Dalstrong Gladiator Series 10" Butcher & Breaking Knife.
Police	1	Victorinox Fibrox Pro butcher knife
Police	1	Dalstrong Gladiator Series Chef Knife W/Sheath
Police	1	Dalstrong Gladiator Series 12.5" Butcher's Breaking Knife,
Police	1	The Cooking Guild x MenWithThePot Special Edition Cleaver
Police	1	Victorinox 12-inch Chef's Knife
Police	1	Sony PlayStation 5 console w/1 white controller & 1 red controller
Police	7	(5) playstation5 video games & (2) playstation 4 games
Police		Lowepro Camera Bag containing: Canon EF-S 18-135mm lens; Canon EF-S 17–55mm lens; Canon EW-83J Lens Hood; Canon Battery Charger; li-ion battery pack; microfiber towel
Police	1	Gold colored mens'ring
Police	3	Metal cross necklace-gold colored
Police	1	Movado Watch
Police	1	Paul Rich Watch
Police	1	Invicta watch gold colored with blue colored face
Police	1	Fossil Watch
Police		Mens' costume jewelry
Police	1	Fossil Watch gold colored wristband
Police		Assorted womens'jewelry
Police	1	Sur-ron Electric LBX dirtbike/pocketbike
Police	1	Sur-ron Electric LBX dirtbike/pocketbike
Police	1	Revi Ebike Predator Class 2
Police	1	SMLRO XDC600 Super Classic Ebike
Public Works	1	Scaffolding
Public Works	1	2014 Fisher 1.8 CU.Yd Sanding Unit. Pulled Out of Service 2024
Public Works	1	LG TV, No Power Chord
Public Works	1	Sony TV
Public Works	1	17' JP Tandem Axle Tilt Trailer, Deck wood damaged



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c
Type Resolution
Department Engineering

Agenda Date 5/5/2026

Number Resolution R-26-5141

Title

Approval of a Construction Contract with West Texas Rebar Placers, Inc. for the Westcoat Drive Sidewalk Improvement Project, in an amount not to exceed \$204,319.00 a contingency amount not to exceed \$20,000.00, a material testing amount not to exceed \$17,000.00, and authorizing the City Manager to execute the contract

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 \$500,000 for the Miscellaneous Sidewalk Connectivity Project.

After review of pricing, references, and qualifications, the recommendation is to award the contract to West Texas Rebar Placers, Inc. The company has extensive municipal experience with similar projects within the last five years, ranging in value from \$245,000 to over \$1.5 million. They also recently completed the Montclair Sidewalk project for the City.

The Westcoat Drive Sidewalk Improvement Project includes the construction of a sidewalk at Westcoat Drive from White Drive to approximately 100 feet south of L.D Lockett Road. The scope includes drainage structures, grading, and restoration of landscaping.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March 29 and April 5, 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 73 plan holders, of which 38 were general contractors, 12 subcontractors, 3 manufacturers, 6 others, 5 plan rooms, 5 suppliers, 1 engineer, 1 student, 1 not specified, and 1 Government Agency.

The City received 12 sealed bids, which were opened and publicly read aloud on April 14, 2026.

Financial Impact

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

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Geotechnical Quote

City of Colleyville - Westcoat Drive Sidwalk Project
Bid Tabulation: ENG-2026-003

Item	Description	Unit	QTY	Perfect General Contractors		West Texas Rebar Placers, Inc.		SOHO Construction Builders		Cole Construction Inc.		Green Scaping		Alliance Construction		American Traffic Construction, LLC		CI Pavement		2L Construction L.L.C.		Niyam Construction		A&D Paving LLC		HQS Construction, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	This item shall include all required information, submittals, safety plan, mobilization/de mobilization of labor, construction mats, equipment, and materials to reach the project or the vicinity of the project site.	LS	1	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$30,500.00	\$30,500.00	\$27,690.19	\$27,690.19	\$12,100.00	\$12,100.00	\$9,913.00	\$9,913.00	\$35,000.00	\$35,000.00	\$7,169.53	\$7,169.53	\$22,000.00	\$22,000.00	\$14,009.29	\$14,009.29	\$27,750.00	\$27,750.00	\$100,000.00	\$100,000.00
2	Includes all necessary design, plans, permitting, City coordination, signage maintenance, labor, and materials, complete in place.	MO	3	\$2,500.00	\$7,500.00	\$1,750.00	\$5,250.00	\$1,250.00	\$3,750.00	\$3,432.14	\$10,296.42	\$3,260.00	\$9,780.00	\$1,877.67	\$5,633.01	\$3,750.00	\$11,250.00	\$2,800.00	\$8,400.00	\$2,000.00	\$6,000.00	\$3,090.83	\$9,272.49	\$5,335.00	\$16,005.00	\$55,000.00	\$165,000.00
3	This shall include all installation, maintenance, and removal of erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants.	LS	1	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$8,007.10	\$8,007.10	\$15,475.00	\$15,475.00	\$3,380.00	\$3,380.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$3,532.74	\$3,532.74	\$2,250.00	\$2,250.00	\$2,000.00	\$2,000.00
4	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to remove trees as shown on the plans.	EA	6	\$720.00	\$4,320.00	\$750.00	\$4,500.00	\$1,000.00	\$6,000.00	\$1,320.00	\$7,920.00	\$1,300.00	\$7,800.00	\$540.00	\$3,240.00	\$900.00	\$5,400.00	\$1,566.00	\$9,396.00	\$1,000.00	\$6,000.00	\$1,536.63	\$9,219.78	\$1,250.00	\$7,500.00	\$1,250.00	\$7,500.00
5	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to adjust and/or relocated water, irrigation or valves as shown on the plans.	EA	2	\$125.00	\$250.00	\$350.00	\$700.00	\$200.00	\$400.00	\$1,519.64	\$3,039.28	\$300.00	\$600.00	\$1,961.00	\$3,922.00	\$1,250.00	\$2,500.00	\$1,250.00	\$2,500.00	\$600.00	\$1,200.00	\$397.43	\$794.86	\$250.00	\$500.00	\$500.00	\$1,000.00

Item	Description	Unit	QTY	Perfect General Contractors		West Texas Rebar Placers, Inc.		SOHO Construction Builders		Cole Construction Inc.		Green Scaping		Alliance Construction		American Traffic Construction, LLC		CI Pavement		ZL Construction L.L.C.		Niyam Construction		A&D Paving LLC		HQS Construction, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
6	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to adjust and/or relocated utility vaults as shown on the plans.	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,946.19	\$1,946.19	\$1,300.00	\$1,300.00	\$3,910.00	\$3,910.00	\$850.00	\$850.00	\$750.00	\$750.00	\$500.00	\$500.00	\$463.55	\$463.55	\$950.00	\$950.00	\$500.00	\$500.00
7	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install remove and relocated existing utility/traffic signs.	EA	1	\$650.00	\$650.00	\$350.00	\$350.00	\$500.00	\$500.00	\$1,946.19	\$1,946.19	\$150.00	\$150.00	\$1,747.00	\$1,747.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$500.00	\$500.00	\$1,301.75	\$1,301.75	\$800.00	\$800.00	\$500.00	\$500.00
8	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to remove RCP/drainage features.	LF	19	\$45.00	\$855.00	\$50.00	\$950.00	\$50.00	\$950.00	\$53.80	\$1,022.20	\$35.00	\$665.00	\$96.26	\$1,828.94	\$95.00	\$1,805.00	\$40.00	\$760.00	\$30.00	\$570.00	\$111.59	\$2,120.21	\$25.00	\$475.00	\$45.00	\$855.00
9	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to remove existing asphalt pavement.	SY	121	\$12.00	\$1,452.00	\$15.00	\$1,815.00	\$10.00	\$1,210.00	\$8.45	\$1,022.45	\$33.00	\$3,993.00	\$25.73	\$3,113.33	\$28.00	\$3,388.00	\$29.25	\$3,539.25	\$30.00	\$3,630.00	\$53.52	\$6,475.92	\$15.00	\$1,815.00	\$50.00	\$6,050.00
10	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to remove existing concrete.	SY	15	\$24.00	\$360.00	\$15.00	\$225.00	\$25.00	\$375.00	\$6.12	\$91.80	\$33.00	\$495.00	\$100.27	\$1,504.05	\$42.00	\$630.00	\$29.25	\$438.75	\$55.00	\$825.00	\$20.85	\$312.75	\$25.00	\$375.00	\$50.00	\$750.00

Item	Description	Unit	QTY	Perfect General Contractors		West Texas Rebar Placers, Inc.		SOHO Construction Builders		Cole Construction Inc.		Green Scaping		Alliance Construction		American Traffic Construction, LLC		CI Pavement		ZL Construction L.L.C.		Niyam Construction		A&D Paving LLC		HQS Construction, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
11	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary for preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas designated in the plans.	FY	880	\$8.00	\$7,040.00	\$3.00	\$2,640.00	\$2.25	\$1,980.00	\$1.19	\$1,047.20	\$5.00	\$4,400.00	\$1.96	\$1,724.80	\$4.25	\$3,740.00	\$3.24	\$2,851.20	\$5.50	\$4,840.00	\$3.00	\$2,640.00	\$8.00	\$7,040.00	\$13.00	\$11,440.00
12	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install Type "A" concrete sidewalks per the plans, details, and specifications.	SY	3	\$81.00	\$243.00	\$81.00	\$243.00	\$829.00	\$2,487.00	\$158.84	\$476.52	\$90.00	\$270.00	\$645.67	\$1,937.01	\$135.00	\$405.00	\$117.50	\$352.50	\$140.00	\$420.00	\$1,447.53	\$4,342.59	\$140.00	\$420.00	\$145.00	\$435.00
13	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install Type "B" concrete sidewalks per the plans, details, and specifications.	SY	838	\$81.00	\$67,878.00	\$81.00	\$67,878.00	\$77.00	\$64,526.00	\$104.09	\$87,227.42	\$83.00	\$69,554.00	\$105.61	\$88,501.18	\$72.50	\$60,755.00	\$117.50	\$98,465.00	\$92.00	\$77,096.00	\$83.23	\$69,746.74	\$112.60	\$94,358.80	\$145.00	\$121,510.00
14	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install Heated-in-Place Thermoplastic Striping.	LF	90	\$25.00	\$2,250.00	\$60.00	\$5,400.00	\$44.00	\$3,960.00	\$7.20	\$648.00	\$35.00	\$3,150.00	\$21.60	\$1,944.00	\$11.00	\$990.00	\$31.00	\$2,790.00	\$35.00	\$3,150.00	\$66.23	\$5,960.70	\$40.00	\$3,600.00	\$20.00	\$1,800.00

Item	Description	Unit	QTY	Perfect General Contractors		West Texas Rebar Placers, Inc.		SOHO Construction Builders		Cole Construction Inc.		Green Scaping		Alliance Construction		American Traffic Construction, LLC		CI Pavement		ZL Construction L.L.C.		Niyam Construction		A&D Paving LLC		HQS Construction, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
15	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install Rectangular Rapid Flashing Beacon (RRFB) per the plans, details, and specifications.	EA	2	\$5,000.00	\$10,000.00	\$2,250.00	\$4,500.00	\$10,000.00	\$20,000.00	\$3,254.12	\$6,508.24	\$9,880.00	\$19,760.00	\$5,522.00	\$11,044.00	\$11,000.00	\$22,000.00	\$7,362.98	\$14,725.96	\$12,000.00	\$24,000.00	\$8,028.58	\$16,057.16	\$22,000.00	\$44,000.00	\$17,500.00	\$35,000.00
16	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install 15" Concrete - Safety End Treatment (SET) per the plans, details, and specifications.	EA	1	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,559.36	\$4,559.36	\$2,800.00	\$2,800.00	\$4,379.00	\$4,379.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$5,165.91	\$5,165.91	\$2,350.00	\$2,350.00	\$5,000.00	\$5,000.00
17	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install concrete driveway per the plans, details, and specifications.	SY	53	\$90.00	\$4,770.00	\$125.00	\$6,625.00	\$145.00	\$7,685.00	\$120.38	\$6,380.14	\$107.00	\$5,671.00	\$110.26	\$5,843.78	\$103.00	\$5,458.00	\$121.50	\$6,439.50	\$130.00	\$6,890.00	\$131.02	\$6,944.06	\$180.00	\$9,540.00	\$170.00	\$9,010.00
18	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install concrete curb ramps as indicated on the plans.	EA	6	\$1,260.00	\$7,560.00	\$2,250.00	\$13,500.00	\$2,400.00	\$14,400.00	\$746.83	\$4,480.98	\$1,330.00	\$7,980.00	\$1,587.33	\$9,523.98	\$2,750.00	\$16,500.00	\$2,950.00	\$17,700.00	\$1,500.00	\$9,000.00	\$1,986.93	\$11,921.58	\$3,200.00	\$19,200.00	\$10,500.00	\$63,000.00

Item	Description	Unit	QTY	Perfect General Contractors		West Texas Rebar Placers, Inc.		SOHO Construction Builders		Cole Construction Inc.		Green Scaping		Alliance Construction		American Traffic Construction, LLC		CI Pavement		ZL Construction L.L.C.		Niyam Construction		A&D Paving LLC		HQS Construction, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
19	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install concrete pavement header per the plans, details, and specifications.	LF	181	\$18.00	\$3,258.00	\$65.00	\$11,765.00	\$50.00	\$9,050.00	\$38.81	\$7,024.61	\$49.00	\$8,869.00	\$79.66	\$14,418.46	\$27.00	\$4,887.00	\$45.00	\$8,145.00	\$65.00	\$11,765.00	\$87.23	\$15,788.63	\$25.50	\$4,615.50	\$60.00	\$10,860.00
20	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install concrete curb and gutter per the plans, details, and specifications.	LF	181	\$18.00	\$3,258.00	\$48.00	\$8,688.00	\$35.00	\$6,335.00	\$47.57	\$8,610.17	\$60.00	\$10,860.00	\$62.03	\$11,227.43	\$42.00	\$7,602.00	\$60.00	\$10,860.00	\$55.00	\$9,955.00	\$166.84	\$30,198.04	\$46.00	\$8,326.00	\$185.00	\$33,485.00
21	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install concrete partial flume per the plans, details, and specifications.	EA	3	\$600.00	\$1,800.00	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00	\$534.04	\$1,602.12	\$3,306.00	\$9,918.00	\$1,638.00	\$4,914.00	\$1,850.00	\$5,550.00	\$2,200.00	\$6,600.00	\$602.24	\$1,806.72	\$8,036.35	\$24,109.05	\$1,800.00	\$5,400.00	\$12,500.00	\$37,500.00
22	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install concrete pavement per the plans, details, and specifications.	SY	13	\$108.00	\$1,404.00	\$110.00	\$1,430.00	\$350.00	\$4,550.00	\$196.69	\$2,556.97	\$184.00	\$2,392.00	\$325.85	\$4,236.05	\$150.00	\$1,950.00	\$117.00	\$1,521.00	\$120.00	\$1,560.00	\$174.58	\$2,269.54	\$245.00	\$3,185.00	\$200.00	\$2,600.00
23	This item shall include full compensation for furnishing and operating equipment, and for labor, materials, tools, and incidentals necessary to install HMAC pavement per the plans, details, and specifications.	SY	31	\$80.00	\$2,480.00	\$200.00	\$6,200.00	\$300.00	\$9,300.00	\$133.45	\$4,136.95	\$132.00	\$4,092.00	\$157.71	\$4,889.01	\$105.00	\$3,255.00	\$177.42	\$5,500.02	\$675.00	\$20,925.00	\$227.92	\$7,065.52	\$151.00	\$4,681.00	\$155.00	\$4,805.00

Item	Description	Unit	QTY	Perfect General Contractors		West Texas Rebar Placers, Inc.		SOHO Construction Builders		Cole Construction Inc.		Green Scaping		Alliance Construction		American Traffic Construction, LLC		CI Pavement		ZL Construction L.L.C.		Niyam Construction		A&D Paving LLC		HQS Construction, LLC	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
24	This item shall include full compensation for relocating existing landscape boulders in the right of way.	LS	1	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,471.50	\$2,471.50	\$600.00	\$600.00	\$2,231.00	\$2,231.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$689.35	\$689.35	\$350.00	\$350.00	\$5,000.00	\$5,000.00
25	This item shall include an irrigation repair allowance for repairs to existing irrigation systems by a licensed irrigator.	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Sub Total Base Bid					\$182,378.00		\$198,159.00		\$238,458.00		\$230,712.00		\$232,674.00		\$235,005.03		\$239,416.00		\$246,153.71		\$253,632.72		\$280,402.21		\$295,486.30		\$655,600.00
Alternate 1																											
26	In lieu of Hydromulch seeding (Line Item #11), this line item would require installation of various block sod to match existing landscaping	SY	880	\$12.00	\$10,560.00	\$10.00	\$8,800.00	\$20.00	\$17,600.00	\$12.53	\$11,026.40	\$10.00	\$8,800.00	\$11.23	\$9,882.40	\$4.25	\$3,740.00	\$20.00	\$17,600.00	\$12.00	\$10,560.00	\$12.20	\$10,736.00	\$12.00	\$10,560.00	\$13.00	\$11,440.00
27	Deduct Line Item 11 Hydromulch in lieu of Block Sod				(\$7,040.00)		(\$2,640.00)		(\$1,980.00)		(\$1,047.20)		(\$4,400.00)		(\$1,724.80)		(\$3,740.00)		(\$2,851.20)		(\$4,840.00)		(\$2,640.00)		(\$7,040.00)		(\$11,440.00)
TOTAL					185,898.00		204,319.00		254,078.00		240,691.20		237,074.00		243,162.63		239,416.00		260,902.51		259,352.72		288,498.21		299,006.30		655,600.00



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

April 17, 2026
Proposal No.: P26-0435C

Mr. Earl Escobar
Project Engineer
City of Colleyville
100 Main Street
Colleyville, TX 76034

**Subject: Construction Materials Testing Services
FY 2023 Sidewalk Connectivity Project
Colleyville, Texas**

Dear Mr. Escobar:

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

PROJECT INFORMATION

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

- ◆ Paving and Earthwork:
 - ◆ Approximately 1,875 LF of Concrete Sidewalk
 - ◆ Pavement Header with Integral Curb and Gutter
 - ◆ 18" Wide Asphalt Patch
 - ◆ Concrete Flume

SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated 3-12-2024 and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the construction materials services below.



Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
3020 Wichita Ct. • Fort Worth, Texas 76140
Tel: 817-595-4565 • www.aggengr.com



Inspections and Testing for Earthwork

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

Inspections and Testing for Concrete Construction

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

Field Inspections and Testing for HMA/C

- During HMA/C placements, AGG shall perform sampling, inspections, and testing in accordance with project requirements and applicable governing specifications, including TxDOT and municipal standards when required.
- Perform testing and inspections during HMA/C placements, which will include:
 - collect a copy of the delivery ticket and verify mix type, binder grade, and quantities match the reviewed submittal
 - confirm supplied values provided by the producer, including supplied maximum density and specified compaction requirements
 - collect a loose-mix sample in accordance with ASTM D979
 - record HMA/C temperature at the paver and behind the screed
 - determine maximum theoretical specific gravity (Rice value) in accordance with ASTM D2041
 - perform in-place density testing using a nuclear gauge in accordance with ASTM D2950
 - calculate percent compaction using both:
 - supplied maximum density value, and
 - Rice maximum density value (ASTM D2041)



- compare compaction results to the specified minimum and maximum compaction requirements
- record Pass/Fail results for both supplied-value compaction and Rice-value compaction
- identify and document any conditions requiring retest

COMPENSATION

The invoices for this project will use the attached Fee Schedule **and the actual quantity of work performed**. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area where the work is performed; no other warranty, express or implied, is intended. Please indicate your approval of the proposal and the Alliance Geotechnical Group's General Conditions by signing the acceptance form below and returning it. Both parties must accept any modifications to the attached language.

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

Sincerely,
Alliance Geotechnical Group

Josh Davis, M.Eng., S.E.T.
Branch Manager

Attachments: Fee Schedule and Estimated Quantities
Acceptance Form
Remarks
Alliance Geotechnical Group General Conditions



REMARKS

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

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

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

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

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

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

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

All reports are available online via user log in at <https://alliancerpts.agileframe.net/>

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

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

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

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

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

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

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

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

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



Cost Estimate

Construction Materials Engineering & Testing Services for
FY 2023 Sidewalk Connectivity Project (Westcoat Sidewalk)

Description	Procedure / Bill Code	Units	Quantity	Unit Price	Total
Earthwork					
Earthwork Inspection and Testing	1400	hour	12	\$ 75.00	\$ 900.00
Earthwork Inspection and Testing Overtime	1401	hour		\$ 112.50	\$ -
Material Sampling for in-lab testing	1408	hour	4	\$ 75.00	\$ 300.00
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	3	\$ 205.00	\$ 615.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	each	3	\$ 75.00	\$ 225.00
Material in Soils Finer than No. 200 Sieve	ASTM D1140	each	3	\$ 75.00	\$ 225.00
Vehicle Trip Charge	1322	trip	4	\$ 65.00	\$ 260.00
Senior Project Manager	1306	hour	3	\$ 150.00	\$ 450.00
Asphalt					
HMAC Inspection, Roadway Level 1B	1600	hour	8	\$ 85.00	\$ 680.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	1	\$ 80.00	\$ 80.00
Vehicle Trip Charge	1322	trip	1	\$ 65.00	\$ 65.00
Senior Project Manager	1306	hour	1	\$ 150.00	\$ 150.00
Concrete					
Concrete Technician	1000	hour	60	\$ 65.00	\$ 3,900.00
Concrete Technician Overtime	1001	hour		\$ 97.50	\$ -
Concrete Cylinder Pick Up	1008	lump sum	15	\$ 250.00	\$ 3,750.00
Concrete Cylinder Pick Up Overtime	1009	lump sum		\$ 375.00	\$ -
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	75	\$ 35.00	\$ 2,625.00
Vehicle Trip Charge	1322	trip	15	\$ 65.00	\$ 975.00
Construction Truck	1326	day		\$ 125.00	\$ -
Senior Project Manager	1306	hour	12	\$ 150.00	\$ 1,800.00
Total:					\$ 17,000.00

Pick List	Services			
Earthwork	Tex-100-E	Surveying and Sampling Soils for Highways	\$75.00 hour	
Concrete	Tex-101-E	Preparing Soil and Flexible Base Materials for Testing	\$75.00 hour	
Masonry	Tex-101-E Pt. 3	Sieve Analysis of Road-Mixed Stabilized Material	\$26.00 each	
Structural Steel	Tex-103-E	Determining Moisture Content in Soils	\$11.00 each	
Wood Framing	Tex-104-E	Determining Liquid Limit of Soils	\$30.00 each	\$30.00
Asphalt	Tex-105-E	Determining Plastic Limit of Soils	\$30.00 each	\$30.00
Geotechnical	Tex-106-E	Calculating the Plasticity Index of Soils	\$15.00 each	\$15.00
Laboratory Testing	Tex-104,6-E	Atterberg Limits	\$75.00 each	\$75.00
Contingency	Tex-107-E	Determining the Bar Linear Shrinkage of Soils	\$52.00 each	
Piers	Tex-108-E	Determining the Specific Gravity of Soils	\$88.00 each	
Reinforcing Steel	Tex-110-E	Particle Size Analysis of Soils	\$235.00 each	
Coring	Tex-111-E	Determining the Amount of Material in Soils Finer than the No. 200 Sieve	\$75.00 each	\$75.00
Personnel	Tex-112-E	Admixing Lime to Reduce the Plasticity Index of Soils	\$390.00 each	
	Tex-113-E	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	\$350.00 each	\$350.00
	Tex-114-E	Backfill Material	\$240.00 each	
	Tex-115-E	Field Method for Determining In-Place Density of Soils and Base Materials	\$26.00 each	
	Tex-116-E	Ball Mill Method for Determining the Disintegration of Flexible Base Material	\$315.00 each	
	Tex-117-E Pt. 1	Triaxial Compression for Disturbed Soils and Base Materials - Classification	\$2,350.00 each	
	Tex-117-E Pt. 2	Triaxial Compression for Disturbed Soils and Base Materials - Strength	\$2,350.00 each	
	Tex-120-E Pt. 1	Soil-Cement Testing (proctor only)	\$315.00 each	
	Tex-120-E Pt. 2	Soil-Cement Testing (mold and compression of road mix material)	\$155.00 each	
	Tex-121-E Pt. 1	Soil-Lime Testing (proctor only)	\$315.00 each	
	Tex-121-E Pt. 2	Soil-Lime Testing (per lime percent)(mold and compression of road mix material)	\$155.00 each	
	Tex-121-E Pt. 3	Soil-Lime Testing	\$285.00 each	
	Tex-128-E	Determining Soil pH	\$42.00 each	
	Tex-129-E	Measuring the Resistivity of Soil Materials	\$315.00 each	
	Tex-140-E	Measuring Thickness of Pavement Layer	\$26.00 each	
	Tex-145-E	Determining Sulfate Content in Soils - Colorimetric Method	\$145.00 each	
	Tex-146-E	Conductivity Test for Field Detection of Sulfates in Soil	\$105.00 each	
	Tex-148-E	Soil Organic Content Using UV-Vis Method	\$525.00 each	
	Tex-620-J	Determining Chloride and Sulfate Content in Soils	\$88.00 each	
	ASTM D422	Particle-Size Analysis of Soils	\$185.00 each	
	ASTM D558	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures	\$260.00 each	
	ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort	\$215.00 each	
	ASTM D1140	Material in Soils Finer than No. 200 Sieve	\$75.00 each	\$75.00
	ASTM D854	Specific Gravity of Soil Solids by Water Pycnometer	\$115.00 each	
	ASTM D1556	Density and Unit Weight of Soil in Place by Sand-Cone Method	\$130.00 each	
	ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort	\$265.00 each	\$265.00
	ASTM D1633	Compressive Strength of Molded Soil-Cement Cylinders	\$365.00 set of 4	
	ASTM D1883	CBR (California Bearing Ratio) of Laboratory-Compacted Soils	\$285.00 each	
	ASTM D2166	Unconfined Compressive Strength of Cohesive Soil (Maximum Stress)	\$57.00 each	
	ASTM D2216	Laboratory Determination of Water Content of Soil and Rock by Mass	\$26.00 each	
	ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate	\$155.00 each	
	ASTM D2487	Classification of Soils		
	ASTM D2488	Visual Classification		

ASTM D2850	Std Method for Unconsolidated-Undrained Triaxial Compression on Cohesive Soils	\$315.00 each	
ASTM D3080	Standard Test Method for Direct Shear Test of Soils Under Consolidated Drained Conditions	\$1,700.00 each	
ASTM D3668	Standard Test Method for Bearing Ratio of Laboratory Compacted Soil-Lime Mixture	\$390.00 each	
ASTM D4253	Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	\$385.00 each	
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils	\$75.00 each	\$75.00
ASTM D4429	Standard Test Method For CBR (California Bearing Ratio) Of Soils In Place	\$416.00 each	
ASTM D4425 D4435	Rock Bolt Anchor Pull Test	\$100.00 each	
ASTM D4546	One-Dimensional Swell Method A	\$120.00 each	
ASTM D4643	Determination of Water Content of Soil by Microwave Oven Heating	\$11.00 each	
ASTM D4767	Standard Test Method for Consolidated Undrained Triaxial Compression on Cohesive Soils	\$2,550.00 each	
ASTM D5084	Hydraulic Conductivity of Saturated Porous Materials w/Flexible Wall Permeameter	\$880.00 each	
ASTM D6276	pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization	\$285.00 each	
ASTM D6572-21	Crumb Test	\$210.00 each	
ASTM D6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	\$26.00 each	
ASTM D6938 Failed	Failed In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	\$26.00 each	
ASTM D6938 Retest	Retest In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	\$26.00 each	
KT-62	Percent Solids of Lime Slurry	\$31.00 each	
Tex-400-A	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	\$75.00 hour	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate	\$125.00 each	
Tex-401-2A	Sieve Analysis of Fine Aggregate including Fineness Modulus	\$155.00 each	
Tex-402-A	Fineness Modulus of Fine Aggregate	\$72.00 each	
Tex-403-A	Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	\$130.00 each	
Tex-404-A	Determining Unit Mass (Weight) of Aggregates	\$78.00 each	
Tex-406-A	Material Finer than No. 200 Sieve in Mineral Aggregates (Decantation Test)	\$78.00 each	
Tex-407-A	Sampling Freshly Mixed Concrete	hour	
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$78.00 each	
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$73.00 each	
Tex-410-A	Abrasion of Coarse Aggregate Using the Los Angeles Machine	\$285.00 each	
Tex-411-A	Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	\$470.00 each	
Tex-412-A	Lightweight Pieces in Aggregate	\$98.00 each	
Tex-413-A	Determining Deleterious Material in Mineral Aggregate	\$68.00 each	
Tex-414-A	Air Content of Freshly Mixed Concrete by the Volumetric Method	\$62.00 each	
Tex-415-A	Slump of Hydraulic Cement Concrete	\$62.00 each	
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method	\$62.00 each	
Tex-417-A	Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	\$72.00 each	
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	\$36.00 each	
Tex-421-A	Splitting Tensile Strength of Cylindrical Concrete Specimens	\$46.00 each	
Tex-422-A	Measuring Temperature of Freshly Mixed Portland Cement Concrete	hour	
Tex-423-A	Determining Concrete Thickness by Direct Measurement	\$57.00 each	
Tex-424-A	Obtaining and Testing Drilled Cores of Concrete	\$210.00 each	
Tex-426-A	Estimating Concrete Strength by the Maturity Method	\$260.00 each	
Tex-432-A	Coarse Aggregate Freeze-Thaw Test	\$470.00 each	
Tex-433-A	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	\$125.00 each	
Tex-437-A	Test for Flow of Grout Mixtures (Flow Cone Method)	\$88.00 each	
Tex-440-A	Initial Time of Set of Fresh Concrete	\$62.00 each	
Tex-442-A	Determining Compressive Strength of Grouts	\$36.00 each	

Tex-446-A	Rebound Number of Hardened Concrete	\$62.00	each	
Tex-447-A	Making and Curing Concrete Test Specimens		hour	
Tex-448-A	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	\$68.00	each	
Tex-450-A	Capping Cylindrical Concrete Specimens	\$31.00	each	
Tex-460-A	Determining Crushed Face Particle Count	\$94.00	each	
Tex-461-A	Micro-Deval Abrasion of Aggregate	\$285.00	each	
Tex-470-A	Optimized Aggregate Gradation for Hydraulic Cement Concrete Mix Designs	\$130.00	each	
Tex-472-A	Uniformity of Concrete	\$210.00	each	
Tex-612-J	Acid Insoluble Residue for Fine Aggregate	\$260.00	each	
AASHTO T336	Coefficient of Thermal Expansion	\$810.00	each	
ASTM C29	Bulk Density (Unit Weight) and Voids in Aggregate	\$78.00	each	
ASTM C31	Making and Curing Concrete Test Specimens in the Field		hour	
ASTM C33 Coarse	Coarse Aggregate Analysis	\$1,760.00	each	
ASTM C33 Fine	Fine Aggregate Analysis	\$1,600.00	each	
ASTM C39	Compressive Strength of Cylindrical Concrete Specimens	\$36.00	each	
ASTM C40	Organic Impurities in Fine Aggregates for Concrete	\$78.00	each	
ASTM C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	\$52.00	each	
ASTM C70	Surface Moisture in Fine Aggregate	\$78.00	each	
ASTM C78	Flexural Strength of Concrete Using Simple Beam Third-Point Loading	\$68.00	each	
ASTM C88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	\$470.00	each	
ASTM C109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. Cube Specimens)	\$35.00	each	\$35.00
ASTM C114	Chemical Analysis of Hydraulic Cement	\$2,350.00	each	
ASTM C117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing	\$78.00	each	
ASTM C123	Lightweight Particles in Aggregate	\$100.00	each	
ASTM C127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate	\$155.00	each	
ASTM C128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate	\$155.00	each	
ASTM C131	Resistance to Degredation by Abrasion and Impact in the Los Angeles Machine	\$260.00	each	
ASTM C136	Sieve Analysis of Fine and Coarse Aggregates	\$125.00	each	
ASTM C138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete	\$26.00	each	
ASTM C140	Standard Test Methods for Sampling and Testing CMU and Related Units	\$70.00	each	
ASTM C142	Clay Lumps and Friable Particles in Aggregates	\$68.00	each	
ASTM C143	Slump of Hydraulic-Cement Concrete	\$17.00	each	
ASTM C157	Length Change of Hardened Hydraulic-Cement Mortar and Concrete	\$1,350.00	each	
ASTM C172	Sampling Freshly Mixed Concrete		hour	
ASTM C173	Air Content of Freshly Mixed Concrete by the Volumetric Method	\$19.00	each	
ASTM C174	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	\$52.00	each	
ASTM C185	Air Content of Hydraulic Cement Mortar	\$62.00	each	
ASTM C192	Making and Curing Concrete Test Specimens in the Laboratory		hour	
ASTM C227 Fine	Potential Alkali Reactivity of Cement-Aggregate Combinations	\$1,110.00	each	
ASTM C227 Coarse	Potential Alkali Reactivity of Cement-Aggregate Combinations	\$1,195.00	each	
ASTM C231	Air Content of Freshly Mixed Concrete by the Pressure Method	\$19.00	each	
ASTM C295	Petrographic Examination of Aggregates for Concrete, plus shipping costs	\$2,600.00	each	
ASTM E488	Strength of Anchors in Concrete Elements	\$21.00	each	
ASTM C457	Microscopical Determination of the Air-Void System in Hardened Concrete	\$810.00	each	
ASTM C469	Modulus of Elasticity	\$3,650.00	each	
ASTM C495	Compressive Strength of Lightweight Insulating Concrete	\$36.00	each	

ASTM C496	Splitting Tensile Strength of Cylindrical Concrete Specimens	\$47.00 each	
ASTM C535	Resistance to Degredation by Abrasion and Impact in the Los Angeles Machine	\$260.00 each	
ASTM C618	Analysis of Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete	\$2,000.00 each	
ASTM C666	Resistance of Concrete to Rapid Freezing and Thawing	\$390.00 each	
ASTM C780-A4	Mortar Aggregate Ratio	\$390.00 each	
ASTM C780-A5	Mortar Air Content	\$62.00 each	
ASTM C780-A6	Compressive Strength of Molded Masonry Mortar Cylinders and Cubes	\$35.00 each	\$35.00
ASTM C803	Penetration Resistance of Hardened Concrete	\$140.00 set of 3	
ASTM C805	Rebound Number of Hardened Concrete	\$62.00 each	
ASTM C856	Petrographic Examination of Hardened Concrete	\$2,600.00 each	
ASTM C944	Abrasion Resistance of Concrete or Mortar Surfaces by the Rotating-Cutter Method	\$780.00 each	
ASTM C1019	Sampling and Testing Grout (Grout Prisms)	\$50.00 each	\$50.00
ASTM C1074	Estimating Concrete Strength by the Maturity Method	\$260.00 design	
ASTM C1138	Abrasion Resistance of Concrete (Underwater Method)	\$2,550.00 each	
ASTM C1140	Preparing and Testing Specimens from Shotcrete Test Panels	\$88.00 each	
ASTM C1218	Water-Soluble Chloride in Mortar and Concrete	\$170.00 each	
ASTM C1260 Fine	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)	\$1,110.00 each	
ASTM C1260 Coarse	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)	\$1,200.00 each	
ASTM C1260	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)	\$1,600.00 each	
ASTM C1314	Compressive Strength of Masonry Prisms	\$235.00 each	
ASTM C1362	Flow of Freshly Mixed Hydraulic-Cement Concrete	\$62.00 each	
ASTM C1542	Measuring Length of Concrete Cores	\$21.00 each	
ASTM C1567 - Fine	Potential Alkali Reactivity of Combinations of Cementitious Materials and Agg.	\$1,200.00 each	
ASTM C1567 - Coarse	Potential Alkali Reactivity of Combinations of Cementitious Materials and Agg.	\$1,200.00 each	
ASTM C1567	Potential Alkali Reactivity of Combinations of Cementitious Materials and Agg.	\$2,300.00 each	
ASTM C1604	Obtaining and Testing Drilled Cores of Shotcrete	\$52.00 each	
ASTM C1611	Slump Flow of Self-Consolidating Concrete	\$62.00 each	
ASTM D4791	Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate	\$156.00 each	
ASTM F1869	Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride	\$78.00 each	
ASTM F2170	Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes	\$100.00 each	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates	\$125.00 each	
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$125.00 each	
Tex-202-F	Apparent Specific Gravity of Material Finer than No. 50 Sieve	\$100.00 each	
Tex-203-F	Sand Equivalent Test	\$155.00 each	
Tex-204-F	Design of Bituminous Mixtures	\$3,390.00 each	
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$185.00 set of 3	
Tex-206-F	Compacting Specimens Using the Texas Gyratory Compactor (TGC)	\$155.00 set of 3	
Tex-207-F Pt. I	Determining Density of Compacted Bituminous Mixtures	\$88.00 each	
Tex-207-F Pt. III	Determining In Place Density of Compacted Bituminous Mixtures (Nuclear Method)	\$36.00 each	
Tex-207-F Pt. V	Determining Mat Segregation Using a Density Testing Gauge	\$94.00 each	
Tex-207-F Pt. VI	Determining Density of Compacted Bituminous Mixtures (Vacuum Method)	\$78.00 each	
Tex-207-F Pt. VII	Determining Longitudinal Joint Density Using a Density Testing Gauge	\$94.00 each	
Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction	\$235.00 each	
Tex-212-F	Determining Moisture Content of Bituminous Mixtures	\$52.00 each	
Tex-217-F	Determining Deleterious Material and Decant. Test for Coarse Aggregates	\$99.00 each	

Tex-221-F	Sampling Bituminous Mixtures, Surface Treatments	\$54.00 each	
Tex-222-F	Sampling Bituminous Mixtures	hour	
Tex-224-F	Determining Flakiness Index	\$109.00 each	
Tex-226-F	Indirect Tensile Strength	\$78.00 each	
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$99.00 each	
Tex-236-F	Determining Asphalt Content by the Ignition Method	\$203.00 each	
Tex-241-F	Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	\$156.00 each	
Tex-242-F	Hamburg Wheel-Tracking Test	\$885.00 each	
Tex-244-F	Thermal Profile of Hot Mix Asphalt	\$260.00 each	
Tex-245-F	Cantabro Loss	\$202.00 each	
Tex-246-F	Permiability or Water Flow of Hot Mix Asphalt	\$208.00 each	
Tex-251-F	Obtaining and Trimming Cores of Bituminous Mixtures	\$68.00 hour	
Tex-280-F	Determining Flat and Elongated Particles	\$156.00 each	
Tex-1001-S	Operating Inertial Profilers and Evaluating Pavement Profiles	\$285.00 hour, min. 4	
ASTM D979	Sampling Bituminous Mixures	hour	
ASTM D1075	Retained Stability Effect of Water on Cohesion of Compacted Bituminous Mixtures	\$500.00 set of 3	
ASTM D1188	Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples	\$125.00 each	
ASTM D2041	Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures	\$100.00 each	
ASTM D2172	Quantitative Extraction of Asphalt Binder from Asphalt Mixtures	\$155.00 each	
ASTM D2726	Bulk Specific Gravity and Density of Non-Absorptive Compacted Asphalt Mixtures	\$125.00 each	
ASTM D2950	Density of Bituminous Concrete in Place by Nuclear Methods	\$52.00 each	
ASTM D3549	Thickness or Height of Compacted Asphalt Mixture Specimens	\$17.00 each	
AASHTO T30	Mechanical Analysis of Extracted Aggregate	\$75.00 each	
AASHTO T222	Nonrepetitive Static Plate Load Test of Soils and Flexible Pavement Components	\$2,290.00 each	
ASTM E605	Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members	\$59.00 each	
ASTM E709	Magnetic Particle Testing (per joint)	\$36.00 each	
ASTM E736	Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members	\$59.00 each	
ASTM E1417	Liquid Penetrant Testing (per joint)	\$36.00 each	
1000	Concrete Technician	\$70.00 hour	70
1001	Concrete Technician Overtime	\$105.00 hour	
1001.1	Concrete Technician OT Weekend	\$105.00 hour	
1001.2	Concrete Technician OT Holiday	\$140.00 hour	
1002	Concrete Technician Cancellation	\$70.00 hour	
1003	Concrete Technician Overtime Cancellation	\$105.00 hour	
1003.1	Concrete Technician OT Cancellation Weekend	\$105.00 hour	
1003.2	Concrete Technician OT Cancellation Holiday	\$140.00 hour	
1004	Concrete Technician Standby	\$70.00 hour	
1005	Concrete Technician Overtime Standby	\$105.00 hour	
1005.1	Concrete Technician OT Standby Weekend	\$105.00 hour	
1005.2	Concrete Technician OT Standby Holiday	\$140.00 hour	
1006	Concrete Technician Reinspection	\$70.00 hour	
1007	Concrete Technician Overtime Reinspection	\$105.00 hour	
1007.1	Concrete Technician OT Reinspection Weekend	\$105.00 hour	
1007.2	Concrete Technician OT Reinspection Holiday	\$140.00 hour	
1008	Concrete Cylinder Pick Up	\$295.00 lump sum	

1008.1	Concrete Cylinder Pick Up	\$70.00	hour	70
1009	Concrete Cylinder Pick Up Overtime	\$442.50	lump sum	
1009.1	Concrete Cylinder Pick Up Overtime	\$97.50	hour	
1009.2	Concrete Cylinder Pick Up OT Weekend	\$97.50	hour	225
1009.3	Concrete Cylinder Pick Up OT Holiday	\$130.00	hour	
1010	Batch Plant Inspection by Engineer	\$225.00	hour	
1011	Batch Plant Inspection by Engineer Overtime	\$277.50	hour	
1011.1	Batch Plant Inspection by Engineer OT Weekend	\$277.50	hour	
1011.2	Batch Plant Inspection by Engineer OT Holiday	\$370.00	hour	
1012	Batch Plant Inspection	\$105.00	hour	
1013	Batch Plant Inspection Overtime	\$157.50	hour	
1013.1	Batch Plant Inspection OT Weekend	\$157.50	hour	
1013.2	Batch Plant Inspection OT Holiday	\$210.00	hour	
1100	Reinforcing Steel Inspection	\$80.00	hour	
1101	Reinforcing Steel Inspection Overtime	\$120.00	hour	
1101.1	Reinforcing Steel Inspection OT Weekend	\$120.00	hour	
1101.2	Reinforcing Steel Inspection OT Holiday	\$160.00	hour	
1102	Reinforcing Steel Inspection Cancellation	\$80.00	hour	
1103	Reinforcing Steel Inspection Overtime Cancellation	\$120.00	hour	
1103.1	Reinforcing Steel Inspection OT Cancellation Weekend	\$120.00	hour	
1103.2	Reinforcing Steel Inspection OT Cancellation Holiday	\$160.00	hour	
1104	Reinforcing Steel Inspection Standby	\$80.00	hour	
1105	Reinforcing Steel Inspection Overtime Standby	\$120.00	hour	
1105.1	Reinforcing Steel Inspection OT Standby Weekend	\$120.00	hour	
1105.2	Reinforcing Steel Inspection OT Standby Holiday	\$160.00	hour	
1106	Reinforcing Steel Reinspection	\$80.00	hour	
1107	Reinforcing Steel Overtime Reinspection	\$120.00	hour	
1107.1	Reinforcing Steel OT Reinspection Weekend	\$120.00	hour	
1107.2	Reinforcing Steel OT Reinspection Holiday	\$160.00	hour	
1108	Post Tension Inspection	\$85.00	hour	
1109	Post Tension Inspection Overtime	\$127.50	hour	
1109.1	Post Tension Inspection OT Weekend	\$127.50	hour	
1109.2	Post Tension Inspection OT Holiday	\$170.00	hour	
1110	Post Tension Inspection Cancellation	\$85.00	hour	
1111	Post Tension Inspection Overtime Cancellation	\$127.50	hour	
1111.1	Post Tension Inspection OT Cancellation Weekend	\$127.50	hour	
1111.2	Post Tension Inspection OT Cancellation Holiday	\$170.00	hour	
1112	Post Tension Inspection Standby	\$85.00	hour	
1113	Post Tension Inspection Overtime Standby	\$127.50	hour	
1113.1	Post Tension Inspection OT Standby Weekend	\$127.50	hour	
1113.2	Post Tension Inspection OT Standby Holiday	\$170.00	hour	
1114	Post Tension Reinspection	\$85.00	hour	
1115	Post Tension Overtime Reinspection	\$127.50	hour	
1115.1	Post Tension OT Reinspection Weekend	\$127.50	hour	
1115.2	Post Tension OT Reinspection Holiday	\$170.00	hour	

1116	Concrete Trial Batch per Design	\$1,200.00 each
1117	Senior Engineering Technician Reinforcing Steel Inspection	\$80.00 hour
1117.1	Senior Engineering Technician Reinforcing Steel Inspection Overtime	\$120.00 hour
1118		
1119		
1120	Maturity Probe (1') (Min. 2 per Placement)	\$175.00 each
1120.1	Maturity Probe (12') (Min. 2 per Placement)	\$200.00 each
1120.2	Maturity Curve Setup (per Curve)	\$300.00 each
1120.3	Maturity Probe (1') Long Range (Min. 2 per Placement)	\$250.00 each
1120.4	SmartRock™ Pro	\$300.00 each
1200	Pier Inspection	\$85.00 hour
1201	Pier Inspection Overtime	\$127.50 hour
1201.1	Pier Inspection OT Weekend	\$127.50 hour
1201.2	Pier Inspection OT Holiday	\$170.00 hour
1202	Pier Inspection Cancellation	\$85.00 hour
1203	Pier Inspection Overtime Cancellation	\$127.50 hour
1203.1	Pier Inspection OT Cancellation Weekend	\$127.50 hour
1203.2	Pier Inspection OT Cancellation Holiday	\$170.00 hour
1204	Pier Inspection Standby	\$85.00 hour
1205	Pier Inspection Overtime Standby	\$127.50 hour
1205.2	Pier Inspection OT Standby Weekend	\$127.50 hour
1205.3	Pier Inspection OT Standby Holiday	\$170.00 hour
1300	Senior Principal	\$285.00 hour
1301	Principal Engineer	\$285.00 hour
1302	Senior Geotechnical Engineer	\$215.00 hour
1302.1	Senior Geotechnical Engineer Overtime	\$322.50 hour
1302.2	Senior Geotechnical Engineer TQD	hour
1302.3	Senior Geotechnical Engineer TQD Overtime	hour
1302.4	Senior Geotechnical Engineer Arias	hour
1302.5	Senior Geotechnical Engineer Arias Overtime	hour
1302.6	Senior Geotechnical Engineer Beyond	hour
1302.7	Senior Geotechnical Engineer Beyond Overtime	hour
1302.8	Senior Geotechnical Engineer Saeed Consultants	hour
1302.9	Senior Geotechnical Engineer Saeed Consultants Overtime	hour
1302.10	Sr. Architect/Sr. Engineer Aaron Allen, P.E.	\$161.54 hour
1302.11	Sr. Architect/Sr. Engineer Kai Wong, P.E.	\$196.06 hour
1302.12	Sr. Architect/Sr. Engineer Samuel Tran, P.E.	\$196.06 hour
1302.13	Sr. Architect/Sr. Engineer Tyler Ley, P.E.	\$330.27 hour
1303	Geotechnical Engineer	\$185.00 hour
1303.1	Geotechnical Engineer Overtime	\$277.50 hour
1303.2	Geotechnical Engineer TQD	hour
1303.3	Geotechnical Engineer TQD Overtime	hour
1303.4	Geotechnical Engineer Arias	hour
1303.5	Geotechnical Engineer Arias Overtime	hour
1303.6	Geotechnical Engineer Beyond	hour

1303.7	Geotechnical Engineer Beyond Overtime	hour	
1303.8		hour	
1303.9		hour	
1304	Staff Engineer	\$145.00 hour	
1305	Engineer In Training	\$145.00 hour	
1305.1	Engineer In Training Overtime	\$217.50 hour	
1305.2	Engineer In Training TQD	hour	
1305.3	Engineer In Training TQD Overtime	hour	
1305.4	Engineer In Training Arias	hour	
1305.5	Engineer In Training Arias Overtime	hour	
1305.6	Engineer In Training Beyond	hour	
1305.7	Engineer In Training Beyond Overtime	hour	
1305.8	Engineer In Training Rupesh Thapa	\$127.03 hour	
1305.9	Engineer In Training Brandon Creeks	\$127.03 hour	
1305.10	Engineer In Training Fernando Fernandez	\$127.03 hour	
1306	Senior Project Manager	\$185.00 hour	185
1306.1	Senior Project Manager Overtime	\$277.50 hour	
1306.2	Senior Project Manager TQD	hour	
1306.3	Senior Project Manager TQD Overtime	hour	
1306.4	Senior Project Manager Arias	hour	
1306.5	Senior Project Manager Arias Overtime	hour	
1306.6	Senior Project Manager Beyond	hour	
1306.7	Senior Project Manager Beyond Overtime	hour	
1306.8	Beyond Senior Project Manager Con Nguyen	\$286.98 hour	
1306.9		hour	
1307	Project Manager	\$140.00 hour	140
1307.1	Project Manager Overtime	\$210.00 hour	
1307.2	Project Manager TQD	hour	
1307.3	Project Manager TQD Overtime	hour	
1307.4	Project Manager Arias	hour	
1307.5	Project Manager Arias Overtime	hour	
1307.6	Project Manager Beyond	hour	
1307.7	Project Manager Beyond Overtime	hour	
1307.8	AGG Project Manager Brandon Armas	\$83.24 hour	
1307.9		hour	
1308	Assistant Project Manager	\$115.00 hour	115
1308.1	AGG Assistant Project Manager Adam McNeese	\$66.00 hour	
1308.2	AGG Assistant Project Manager Kevin Chamberlain	\$66.00 hour	
1308.3	AGG Project Quality Manager Kathryn Wilson	\$88.40 hour	
1309	Geologist	\$145.00 hour	
1310	Engineering Aide	\$85.00 hour	
1311	Draftsman	\$90.00 hour	90
1312	Admin / Clerical	\$90.00 hour	90
1313	Construction Inspector I	\$81.69 hour	
1314	Construction Inspector II	\$98.03 hour	

1315	Construction Inspector III	\$107.37	hour
1316	Construction Inspector IV		hour
1317	Engineer Technician	\$81.69	hour
1317.1	Engineering Technician Overtime		hour
1317.2	Engineering Technician TQD		hour
1317.3	Engineering Technician TQD Overtime		hour
1317.4	Engineering Technician Arias		hour
1317.5	Engineering Technician Arias Overtime		hour
1317.6	Engineering Technician Beyond		hour
1317.7	Engineering Technician Beyond Overtime		hour
1317.8	Arias Technician Ethan Odom	\$89.35	hour
1317.9	Arias Technician Joel Rusine	\$89.35	hour
1317.10	Beyond QA/QC Inspector Seth Scott	\$106.42	hour
1317.11	Beyond QA/QC Inspector Derrick Brackens	\$106.42	hour
1317.12	Beyond QA/QC Inspector Kenneth Turner	\$106.42	hour
1317.13	Beyond QA/QC Inspector Dennis Vieria	\$106.42	hour
1317.14	Beyond QA/QC Inspector Chris Renfro	\$108.52	hour
1317.15	AGG QA/QC Inspector Tyler Harsch	\$65.34	hour
1317.16	Beyond QA/QC Inspector Antonio Torrance	\$108.52	hour
1317.17	Arias Senior Technician Devi Bitla	\$115.73	hour
1317.18	Beyond QA/QC Inspector Jennifer Miller	\$108.52	hour
1317.19	Arias Technician Deepu K Shaji	\$89.35	hour
1317.20	AGG QA/QC Lead Inspector Carlos Linan	\$81.85	hour
1318	Engineer Technician Junior	\$70.02	hour
1318.1	Engineer Technician Junior Overtime		hour
1318.2			hour
1318.3			hour
1318.4			hour
1318.5			hour
1318.6			hour
1318.7			hour
1318.8			hour
1318.9			hour
1319	Engineer Technician Senior	\$107.37	hour
1319.1	Senior Engineering Technician Overtime		hour
1319.2	Senior Engineering Technician TQD		hour
1319.3	Senior Engineering Technician TQD Overtime		hour
1319.4	Senior Engineering Technician Arias		hour
1319.5	Senior Engineering Technician Arias Overtime		hour
1319.6	Senior Engineering Technician Beyond		hour
1319.7	Senior Engineering Technician Beyond Overtime		hour
1319.8	TQD QA/QC Inspector Daniel Myers	\$132.83	hour
1319.9	TQD QA/QC Inspector Kevin Holmes	\$132.83	hour
1319.10	TQD QA/QC Inspector Leo James	\$132.83	hour
1319.11	TQD QA/QC Inspector Valena Clark	\$132.83	hour

1319.12	Arias Senior Technician Parth Thapa	\$115.73 hour
1319.13	Arias Senior Technician Dipesh Kaffle	\$115.73 hour
1319.14	Arias Senior Technician Binaya Tiwari	\$115.73 hour
1319.15	Arias Senior Technician Henry Crayton	\$115.73 hour
1319.16	Arias Senior Technician Edmond Echaore	\$115.73 hour
1319.17	AGG QA/QC Lead Inspector Jason Abbott	\$81.85 hour
1319.18	Arias Senior Technician Jose Espinoza	\$115.73 hour
1319.19	CMTA QA/QC Lead Inspector Emmanuel Bimenyimana	\$92.66 hour
1319.20	CMTA QA/QC Lead Inspector Cassien Kanani	\$92.66 hour
1319.21	CMTA QA/QC Lead Inspector Norbert Dushimirimana	\$92.66 hour
1319.22	CMTA QA/QC Lead Inspector Joseph Manuvo	\$92.66 hour
1319.23	CMTA QA/QC Lead Inspector Aaron Mucyo	\$92.66 hour
1319.24	Arias Senior Technician Mario Morado	\$115.73 hour
1319.25	Senior Engineering Technician Toby Mathis	\$81.85 hour
1319.26	Senior Engineering Technician Alan Escontrias	\$81.85 hour
1319.27	CMTA QA/QC Lead Inspector Theogene Bizimana	\$92.66 hour
1319.28	Senior Engineering Technician Richard Jones	\$81.85 hour
1319.29	AGG QA/QC Inspector Cris Ramirez	\$65.34 hour
1319.30	CMTA QA/QC Lead Inspector Darius Abayisenga	\$92.66 hour
1319.31	AGG QA/QC Inspector Jesus Piceno	\$65.34 hour
1319.32	CMTA QA/QC Lead Inspector Adebayo Oluwanifemi Kayode	\$92.66 hour
1319.33	CMTA QA/QC Lead Inspector Etienne Rwakibibi	\$92.66 hour
1320	QA/QC Inspector	\$90.00 hour
1320.1		
1320.2		
1320.3	QA Manager (MS)	\$136.47 hour
1320.4	QA Manager (MM)	\$136.47 hour
1320.5	QA Inspector (KB)	\$116.64 hour
1320.6	QA Inspector (AD)	\$104.97 hour
1320.7	QA Inspector (VF)	\$111.97 hour
1320.8	QA Inspector (RL)	\$106.83 hour
1320.9	QA Inspector (KM)	\$93.31 hour
1320.10	QA Inspector (DN)	\$100.31 hour
1320.11	QA Inspector (CR)	\$104.08 hour
1320.12	QA Inspector (JA)	\$97.83 hour
1320.13	QA Inspector (DH)	\$116.64 hour
1320.14	QA Inspector (BA)	\$113.56 hour
1320.15	QA Inspector (JJ)	\$99.37 hour
1320.16	QA Inspector (KJ)	\$106.81 hour
1320.17	QA Inspector (IA)	\$114.85 hour
1320.18	QA Inspector (J Ag)	\$91.88 hour
1320.19	QA Inspector (M Mc)	\$113.56 hour
1320.20	QA Inspector (KH)	\$89.27 hour
1320.21	QA Inspector (FDP)	\$91.16 hour
1320.22	QA Inspector (SS)	\$112.93 hour

1320.23	QA Inspector (KC)	\$73.37	hour	
1320.24	QA Inspector (KH-TQD)	\$103.36	hour	
1320.25	QA Inspector (DM)	\$103.36	hour	
1320.26	Project Quality Manager (MO)	\$88.40	hour	
1321	QA/QC Inspector Overtime	\$135.00	hour	
1321.1	QA/QC Inspector OT Weekend	\$135.00	hour	
1321.2	QA/QC Inspector OT Holiday	\$180.00	hour	
1321.3	QA Manager Overtime (MS)		hour	
1321.4	QA Manager Overtime (MM)		hour	
1321.5	QA Inspector Overtime (KB)		hour	
1321.6	QA Inspector Overtime (AD)		hour	
1321.7	QA Inspector Overtime (VF)		hour	
1321.8	QA Inspector Overtime (RL)		hour	
1321.9	QA Inspector Overtime (KM)		hour	
1321.10	QA Inspector Overtime (DN)		hour	
1321.11	QA Inspector Overtime (CR)		hour	
1321.12	QA Inspector Overtime (JA)		hour	
1321.13	QA Inspector Overtime (DH)		hour	
1321.14	QA Inspector Overtime (BA)	\$24.72	hour	
1321.15	QA Inspector Overtime (JJ)	\$21.63	hour	
1321.16	QA Inspector Overtime (KJ)	\$23.25	hour	
1321.17	QA Inspector Overtime (IA)	\$25.00	hour	
1321.18	QA Inspector Overtime (J Ag)	\$20.00	hour	
1321.19	QA Inspector Overtime (M Mc)	\$24.72	hour	
1321.20	QA Inspector Overtime (KH)	\$20.08	hour	
1321.21	QA Inspector Overtime (FDP)	\$20.50	hour	
1321.22	QA Inspector Overtime (SS)	\$24.21	hour	
1321.23	QA Inspector Overtime (KC)	\$16.50	hour	
1321.24	QA Inspector Overtime (KH-TQD)	\$22.50	hour	
1321.25	QA Inspector Overtime (DM)	\$22.50	hour	
1321.26	Project Quality Manager (MO)		hour	
1322	Vehicle Trip Charge	\$85.00	trip	85
1322.1	Trip Charge - Per Job - Per Trip (Steel Inspectors)	\$75.00	trip	
1323	Vehicle Trip Charge	\$0.725	mile	
1324	Vehicle Trip Charge, On Site Cancellation	\$85.00	trip	
1325	Vehicle Trip Charge, Reinspection	\$85.00	trip	
1326	Construction Truck	\$130.00	day	130
1327	Construction Truck	\$2,000.00	month	
1328	Per Diem	state rate	day	
1329	Lodging / Hotel - Taxes and Fees not included	state rate	day	
1330	Lodging / Hotel - Taxes and Fees	state rate	day	
1331	Lodging (Full Time Monthly Rate), requires RV lot or apartment lease receipt	\$2,950.00	month	
1332	Cell Phone	\$75.00	each	
1333	Computer	\$75.00	each	
1334	Shipping Costs		cost	

1335	Cylinder Molds	\$6.00 each	
1336	Program Manager	\$215.00 hour	
1336.1	Program Manager Overtime		
1337	NICET Level IV Certified Laboratory Manager Review	\$250.00 each	
1338			
1339			
1340	Nuclear Gauge Fee	\$120.00 day	120
1350	Equipment Calibration	\$4,000.00 each	
1351	Mobilization / Demobilization Laboratory	\$5,000.00 each	ICC 115
1352	AASHTO Accreditation Aggregates Laboratory	\$8,000.00 each	
1353	AASHTO Accreditation Mix Mix Laboratory	\$8,500.00 each	
1354	AASHTO Accreditation Soil Laboratory	\$8,000.00 each	
1355	CCRL Accreditation	\$12,000.00 each	
1356	HMAC Testing Equipment / Drill Rig Mobilizations < 150 miles	\$1,000.00 each	
1357	HMAC Testing Equipment / Drill Rig Mobilizations > 150 miles	\$7.00 mile	
1358	Hot Mix Asphalt Testing Equipment Monthly Rental	\$750.00 month	
1359	Feed Water Sampling & Testing	\$1,000.00 each	
1360	ACI Certified / Nuclear Gauge Certified Technician (=/< 8 Hours On-Site)	\$600.00 day	
1360.1	ACI Certified / Nuclear Gauge Certified Technician (=/< 4 Hours On-Site)	\$300.00 half day	
1361	Badge Fees	\$50.00 each	
1400	Earthwork Inspection and Testing	\$80.00 hour	80
1400.1	Earthwork Inspection and Testing (First 1.5 hrs)	\$200.00 lump sum	
1401	Earthwork Inspection and Testing Overtime	\$120.00 hour	
1401.1	Earthwork Inspection and Testing OT Weekend	\$120.00 hour	
1401.2	Earthwork Inspection and Testing OT Holiday	\$160.00 hour	
1402	Earthwork Inspection and Testing Cancellation	\$80.00 hour	
1403	Earthwork Inspection and Testing Overtime Cancellation	\$120.00 hour	
1403.1	Earthwork Inspection and Testing OT Cancellation Weekend	\$120.00 hour	
1403.2	Earthwork Inspection and Testing OT Cancellation Holiday	\$160.00 hour	
1404	Earthwork Inspection and Testing Standby	\$80.00 hour	
1405	Earthwork Inspection and Testing Overtime Standby	\$120.00 hour	
1405.1	Earthwork Inspection and Testing OT Standby Weekend	\$120.00 hour	
1405.2	Earthwork Inspection and Testing OT Standby Holiday	\$160.00 hour	
1406	Earthwork Inspection and Testing Reinspection	\$80.00 hour	
1407	Earthwork Inspection and Testing Overtime Reinspection	\$120.00 hour	
1407.1	Earthwork Inspection and Testing OT Reinspection Weekend	\$120.00 hour	
1407.2	Earthwork Inspection and Testing OT Reinspection Holiday	\$160.00 hour	
1408	Material Sampling for in-lab testing	\$80.00 hour	80
1408.1	Material Sampling for in-lab testing	\$285.00 lump sum	
1409	Material Sampling for in-lab testing Overtime	\$120.00 hour	
1409.1	Material Sampling for in-lab testing Overtime	\$427.50 lump sum	
1410	Senior Engineering Technician Earthwork Inspection and Testing	hour	
1410.1	Senior Engineering Technician Earthwork Inspection and Testing Overtime	hour	
1500	Masonry Inspection	\$80.00 hour	80
1501	Masonry Inspection Overtime	\$120.00 hour	

1501.1	Masonry Inspection OT Weekend	\$120.00 hour
1501.2	Masonry Inspection OT Holiday	\$160.00 hour
1502	Masonry Inspection Cancellation	\$80.00 hour
1503	Masonry Inspection Overtime Cancellation	\$120.00 hour
1503.1	Masonry Inspection OT Cancellation Weekend	\$120.00 hour
1503.2	Masonry Inspection OT Cancellation Holiday	\$160.00 hour
1504	Masonry Inspection Standby	\$80.00 hour
1505	Masonry Inspection Overtime Standby	\$120.00 hour
1505.1	Masonry Inspection OT Standby Weekend	\$120.00 hour
1505.2	Masonry Inspection OT Standby Holiday	\$160.00 hour
1506	Masonry Reinspection	\$80.00 hour
1507	Masonry Reinspection Overtime	\$120.00 hour
1507.1	Masonry Reinspection OT Weekend	\$120.00 hour
1507.2	Masonry Reinspection OT Holiday	\$160.00 hour
1600	HMAC Inspection, Roadway Level 1B	\$90.00 hour
1601	HMAC Inspection Overtime, Roadway Level 1B	\$135.00 hour
1601.1	HMAC Inspection OT Weekend, Roadway Level 1B	\$135.00 hour
1601.2	HMAC Inspection OT Holiday, Roadway Level 1B	\$135.00 hour
1602	HMAC Inspection, Laboratory Level 1A	\$90.00 hour
1603	HMAC Inspection Overtime, Laboratory Level 1A	\$135.00 hour
1603.1	HMAC Inspection OT Weekend, Laboratory Level 1A	\$135.00 hour
1603.2	HMAC Inspection OT Holiday, Laboratory Level 1A	\$180.00 hour
1604	HMAC Inspection Cancellation	\$90.00 hour
1605	HMAC Inspection Overtime Cancellation	\$135.00 hour
1605.1	HMAC Inspection OT Cancellation Weekend	\$135.00 hour
1605.2	HMAC Inspection OT Cancellation Holiday	\$180.00 hour
1606	HMAC Inspection Standby	\$90.00 hour
1607	HMAC Inspection Overtime Standby	\$135.00 hour
1607.1	HMAC Inspection OT Standby Weekend	\$135.00 hour
1607.2	HMAC Inspection OT Standby Holiday	\$180.00 hour
1608	HMAC Reinspection	\$90.00 hour
1609	HMAC Reinspection Overtime	\$135.00 hour
1609.1	HMAC Reinspection OT Weekend	\$135.00 hour
1609.2	HMAC Reinspection OT Holiday	\$180.00 hour
1610	HMAC Design, Level 2	\$100.00 hour
1611	HMAC Design Overtime, Level 2	\$150.00 hour
1611.1	HMAC Design OT Weekend, Level 2	\$150.00 hour
1611.2	HMAC Design OT Holiday, Level 2	\$200.00 hour
1612	HMAC Design Cancellation, Level 2	\$100.00 hour
1613	HMAC Design Overtime Cancellation, Level 2	\$150.00 hour
1613.1	HMAC Design OT Weekend Cancellation, Level 2	\$150.00 hour
1613.2	HMAC Design OT Holiday Cancellation, Level 2	\$200.00 hour
1614	HMAC Design Standby, Level 2	\$100.00 hour
1615	HMAC Design Overtime Standby, Level 2	\$150.00 hour
1615.1	HMAC Design OT Weekend Standby, Level 2	\$150.00 hour

1615.2	HMAC Design OT Holiday Standby, Level 2	\$200.00	hour	
1616	HMAC Design Reinspection, Level 2	\$100.00	hour	
1617	HMAC Design Overtime Reinspection, Level 2	\$150.00	hour	
1617.1	HMAC Design OT Weekend Reinspection, Level 2	\$150.00	hour	
1617.2	HMAC Design OT Holiday Reinspection, Level 2	\$200.00	hour	
1618	Seal Coat Testing	\$4,200.00	lump sum	
1700	Fireproofing Inspection (including testing)	\$100.00	hour	100
1701	Fireproofing Inspection Overtime	\$150.00	hour	
1701.1	Fireproofing Inspection OT Weekend	\$150.00	hour	
1701.2	Fireproofing Inspection OT Holiday	\$200.00	hour	
1702	Fireproofing Inspection Cancellation	\$100.00	hour	
1703	Fireproofing Inspection Overtime Cancellation	\$150.00	hour	
1703.1	Fireproofing Inspection OT Cancellation Weekend	\$150.00	hour	
1703.2	Fireproofing Inspection OT Cancellation Holiday	\$200.00	hour	
1704	Fireproofing Inspection Standby	\$100.00	hour	
1705	Fireproofing Inspection Overtime Standby	\$150.00	hour	
1705.1	Fireproofing Inspection OT Standby Weekend	\$150.00	hour	
1705.2	Fireproofing Inspection OT Standby Holiday	\$200.00	hour	
1706	Fireproofing Reinspection	\$100.00	hour	
1707	Fireproofing Reinspection Overtime	\$150.00	hour	
1707.1	Fireproofing Reinspection OT Weekend	\$150.00	hour	
1707.2	Fireproofing Reinspection OT Holiday	\$200.00	hour	
1800	Floor Flatness Inspection	\$150.00	hour, 5 min	
1801	Floor Flatness Inspection Overtime	\$225.00	hour	
1801.1	Floor Flatness Inspection OT Weekend	\$225.00	hour	
1801.2	Floor Flatness Inspection OT Holiday	\$300.00	hour	
1802	Floor Flatness Inspection Cancellation	\$150.00	hour	
1803	Floor Flatness Inspection Overtime Cancellation	\$225.00	hour	
1803.1	Floor Flatness Inspection OT Cancellation Weekend	\$225.00	hour	
1803.2	Floor Flatness Inspection OT Cancellation Holiday	\$300.00	hour	
1804	Floor Flatness Inspection Standby	\$150.00	hour	
1805	Floor Flatness Inspection Overtime Standby	\$225.00	hour	
1805.1	Floor Flatness Inspection OT Standby Weekend	\$225.00	hour	
1805.2	Floor Flatness Inspection OT Standby Holiday	\$300.00	hour	
1806	Floor Flatness Reinspection	\$150.00	hour	
1807	Floor Flatness Reinspection Overtime	\$225.00	hour	
1807.1	Floor Flatness Reinspection OT Weekend	\$225.00	hour	
1807.2	Floor Flatness Reinspection OT Holiday	\$300.00	hour	
1900	Structural Steel Visual Site Inspection	\$95.00	hour	
1900.1	Certified Welding Inspector	\$106.60	hour	
1900.2	Certified Welding Inspector Overtime	\$159.90	hour	
1901	Structural Steel Visual Shop Fabrication Inspection	\$95.00	hour	
1902	Structural Steel Visual Joist Fabrication Inspection	\$95.00	hour	
1903	Structural Steel Visual Inspection Overtime	\$142.50	hour	
1903.1	Structural Steel Visual Inspection OT Weekend	\$142.50	hour	

1903.2	Structural Steel Visual Inspection OT Holiday	\$190.00 hour
1904	Structural Steel Visual Inspection Cancellation	\$95.00 hour
1905	Structural Steel Visual Inspection Standby	\$95.00 hour
1910	Visual Tank Inspection of Fabrication and Welding	\$95.00 hour
1911	Tank Paint Inspection including Surface Preparation	\$95.00 hour
1912	General Tank Condition Inspection	\$95.00 hour
1913	Tank Inspection Overtime	\$142.50 hour
1913.1	Tank Inspection OT Weekend	\$142.50 hour
1913.2	Tank Inspection OT Holiday	\$190.00 hour
1914	Tank Inspection Cancellation	\$95.00 hour
1915	Tank Inspection Standby	\$95.00 hour
1920	Anchor Bolt Pull Test	\$95.00 hour
1921	Anchor Bolt Pull Test Overtime	\$142.50 hour
1930	Ultrasonic Testing plus materials	\$100.00 hour
1931	Ultrasonic Testing Overtime plus materials	\$150.00 hour
1940	Magnetic Particle Testing plus materials	\$100.00 hour
	Magnetic Particle Supplies/Day or joint?	
1941	Magnetic Particle Testing Overtime plus materials	\$150.00 hour
1950	Liquid Penetrant Testing plus materials	\$100.00 hour
	Liquid Penetrant Supplies/Day or joint?	
1951	Liquid Penetrant Testing Overtime plus materials	\$150.00 hour
1960	NDT Testing Standby	\$100.00 hour
1961	NDT Testing Cancellation	\$100.00 hour
1962	NDT Testing Material Fee	\$35.00 joint
1963	Welder Certification and Qualifications	\$250.00 each
1970	Firestop Inspection by IFC Certified Technician	\$185.00 hour
1971	Firestop Inspection by IFC Certified Technician Overtime	\$277.50 hour
1971.1	Firestop Inspection by IFC Certified Technician OT Weekend	\$277.50 hour
1971.2	Firestop Inspection by IFC Certified Technician OT Holiday	\$370.00 hour
1972	Firestop Inspection by IFC Certified Technician Cancellation	\$185.00 hour
1973	Firestop Inspection by IFC Certified Technician Standby	\$185.00 hour
1974	Firestop Reinspection by IFC Certified Technician	\$185.00 hour
1975	Firestop Reinspection Overtime by IFC Certified Technician	\$277.50 hour
2000	Ground Penetrating Radar	\$150.00 hour, 4 min
2001	Ground Penetrating Radar Overtime	\$225.00 hour
2010	Ferrosan	\$150.00 hour, 4 min
2011	Ferrosan Overtime	\$225.00 hour
2020	R-Meter	\$150.00 hour, 4 min
2021	R-Meter Overtime	\$225.00 hour
2030	Schmidt Hammer	\$150.00 hour
2031	Schmidt Hammer Overtime	\$225.00 hour
2070	Post Installed Anchor Inspection	\$95.00 hour
2071	Post Installed Anchor Inspection Overtime	\$142.50 hour
2040	Windsor Probe	\$150.00 hour
2041	Windsor Probe Overtime	\$225.00 hour

2050	Windsor Pin	\$150.00	hour	70
2051	Windsor Pin Overtime	\$225.00	hour	
2060	Interior Elevation Inspection	\$4,200.00	lump sum	
2100	Coring Technician	\$70.00	hour	
2101	Coring Technician Overtime	\$105.00	hour	
2101.1	Coring Technician OT Weekend	\$105.00	hour	
2101.2	Coring Technician OT Holiday	\$140.00	hour	
2102	Coring Technician Standby	\$70.00	hour	
2103	Coring Technician Cancellation	\$70.00	hour	
2110	2.0" Core (vertical) for depth only	\$90.00	each	
2111	2.0" Core (vertical) for depth only	\$15.00	inch	115
2112	4.0" Core (vertical) for depth only	\$18.00	inch	
2113	6.0" Core (vertical) for depth only	\$20.00	inch	
2120	Core Rig Daily Rate	\$250.00	day	
2121	Core Hole Patching	\$10.00	each	
2122	Core Sawing and End Preparation	\$25.00	each	
2200	Reinforced Concrete Special Inspector	\$115.00	hour	
2201	Reinforced Concrete Special Inspector Overtime	\$172.50	hour	
2201.1	Reinforced Concrete Special Inspector OT Weekend	\$172.50	hour	
2201.2	Reinforced Concrete Special Inspector OT Holiday	\$230.00	hour	
2202	Reinforced Concrete Special Inspector Cancellation	\$115.00	hour	
2203	Reinforced Concrete Special Inspector Overtime Cancellation	\$172.50	hour	
2203.1	Reinforced Concrete Special Inspector OT Cancellation Weekend	\$172.50	hour	
2203.2	Reinforced Concrete Special Inspector OT Cancellation Holiday	\$230.00	hour	
2204	Reinforced Concrete Special Inspector Standby	\$115.00	hour	
2205	Reinforced Concrete Special Inspector Overtime Standby	\$172.50	hour	
2206	Reinforced Concrete Special Inspector Reinspection	\$115.00	hour	
2207	Reinforced Concrete Special Inspector Overtime Reinspection	\$172.50	hour	
2210	Soils Special Inspector	\$115.00	hour	
2211	Soils Special Inspector Overtime	\$172.50	hour	
2211.1	Soils Special Inspector OT Weekend	\$172.50	hour	
2211.2	Soils Special Inspector OT Holiday	\$230.00	hour	
2212	Soils Special Inspector Cancellation	\$115.00	hour	
2213	Soils Special Inspector Overtime Cancellation	\$172.50	hour	
2213.1	Soils Special Inspector OT Cancellation Weekend	\$172.50	hour	
2213.2	Soils Special Inspector OT Cancellation Holiday	\$230.00	hour	
2214	Soils Special Inspector Standby	\$115.00	hour	
2215	Soils Special Inspector Overtime Standby	\$172.50	hour	
2216	Soils Special Inspector Reinspection	\$115.00	hour	
2217	Soils Special Inspector Overtime Reinspection	\$172.50	hour	
2220	Masonry Special Inspector	\$115.00	hour	
2221	Masonry Special Inspector Overtime	\$172.50	hour	
2221.1	Masonry Special Inspector OT Weekend	\$172.50	hour	
2221.2	Masonry Special Inspector OT Holiday	\$230.00	hour	
2222	Masonry Special Inspector Cancellation	\$115.00	hour	
2223	Masonry Special Inspector Overtime Cancellation	\$172.50	hour	

2223.1	Masonry Special Inspector OT Cancellation Weekend	\$172.50 hour
2223.2	Masonry Special Inspector OT Cancellation Holiday	\$230.00 hour
2224	Masonry Special Inspector Standby	\$115.00 hour
2225	Masonry Special Inspector Overtime Standby	\$172.50 hour
2226	Masonry Special Inspector Reinspection	\$115.00 hour
2227	Masonry Special Inspector Overtime Reinspection	\$172.50 hour
2230	Fireproofing Special Inspector	\$115.00 hour
2231	Fireproofing Special Inspector Overtime	\$172.50 hour
2231.1	Fireproofing Special Inspector OT Weekend	\$172.50 hour
2231.2	Fireproofing Special Inspector OT Holiday	\$230.00 hour
2232	Fireproofing Special Inspector Cancellation	\$115.00 hour
2233	Fireproofing Special Inspector Overtime Cancellation	\$172.50 hour
2233.1	Fireproofing Special Inspector OT Cancellation Weekend	\$172.50 hour
2233.2	Fireproofing Special Inspector OT Cancellation Holiday	\$230.00 hour
2234	Fireproofing Special Inspector Standby	\$115.00 hour
2235	Fireproofing Special Inspector Overtime Standby	\$172.50 hour
2236	Fireproofing Special Inspector Reinspection	\$115.00 hour
2237	Fireproofing Special Inspector Overtime Reinspection	\$172.50 hour
2240	Post-Tension Special Inspector	\$115.00 hour
2241	Post-Tension Special Inspector Overtime	\$172.50 hour
2241.1	Post-Tension Special Inspector OT Weekend	\$172.50 hour
2241.2	Post-Tension Special Inspector OT Holiday	\$230.00 hour
2242	Post-Tension Special Inspector Cancellation	\$115.00 hour
2243	Post-Tension Special Inspector Overtime Cancellation	\$172.50 hour
2243.1	Post-Tension Special Inspector OT Cancellation Weekend	\$172.50 hour
2243.2	Post-Tension Special Inspector OT Cancellation Holiday	\$230.00 hour
2244	Post-Tension Special Inspector Standby	\$115.00 hour
2245	Post-Tension Special Inspector Overtime Standby	\$172.50 hour
2246	Post-Tension Special Inspector Reinspection	\$115.00 hour
2247	Post-Tension Special Inspector Overtime Reinspection	\$172.50 hour
2250	Structural Bolting Special Inspector	\$115.00 hour
2251	Structural Bolting Special Inspector Overtime	\$172.50 hour
2251.1	Structural Bolting Special Inspector OT Weekend	\$172.50 hour
2251.2	Structural Bolting Special Inspector OT Holiday	\$230.00 hour
2252	Structural Bolting Special Inspector Cancellation	\$115.00 hour
2253	Structural Bolting Special Inspector Overtime Cancellation	\$172.50 hour
2253.1	Structural Bolting Special Inspector OT Cancellation Weekend	\$172.50 hour
2253.2	Structural Bolting Special Inspector OT Cancellation Holiday	\$230.00 hour
2254	Structural Bolting Special Inspector Standby	\$115.00 hour
2255	Structural Bolting Special Inspector Overtime Standby	\$172.50 hour
2256	Structural Bolting Special Inspector Reinspection	\$115.00 hour
2257	Structural Bolting Special Inspector Overtime Reinspection	\$172.50 hour
2260	Certified Welding Inspector	\$115.00 hour
2261	Certified Welding Inspector Overtime	\$172.50 hour
2261.1	Certified Welding Inspector OT Weekend	\$172.50 hour
2261.2	Certified Welding Inspector OT Holiday	\$230.00 hour

2262	Certified Welding Inspector Cancellation	\$115.00	hour
2263	Certified Welding Inspector Overtime Cancellation	\$172.50	hour
2263.1	Certified Welding Inspector OT Cancellation Weekend	\$172.50	hour
2263.2	Certified Welding Inspector OT Cancellation Holiday	\$230.00	hour
2264	Certified Welding Inspector Standby	\$115.00	hour
2265	Certified Welding Inspector Overtime Standby	\$172.50	hour
2266	Certified Welding Inspector Reinspection	\$115.00	hour
2267	Certified Welding Inspector Overtime Reinspection	\$172.50	hour
2270	Wood Framing Inspection	\$100.00	hour
2271	Wood Framing Inspection Overtime	\$150.00	hour
2300	Less 10% Discount		lump sum
2301	Less 15% Discount		lump sum
2302	Contingency		lump sum
3000	Geotechnical Continuous Soil Sampling, 0-15 feet	\$28.50	foot
3001	Geotechnical Intermittent Soil Sampling, 0-25 feet	\$20.00	foot
3001.1	Geotechnical Continuous Soil Sampling, 26-50 feet	\$24.00	foot
3001.2	Geotechnical Continuous Soil Sampling, 51-100 feet	\$26.00	foot
3002	Geotechnical Rock Coring	\$38.00	foot
3003	Texas Cone Penetrometer Test (TCP)	\$35.00	each
3004	Standard Penetration Test (SPT)	\$35.00	each
3005	Trimble XH Handheld GPS Unit	\$125.00	day
3006	Dynamic Cone Penetration Test Equipment Fee	\$150.00	day
3007	Night Drilling Premium	\$850.00	night
3007.1	Light Rental	\$200.00	night
3008	Mobilization for Track/Buggy Rig	\$650.00	trip
3009	Track/Buggy Rig Drilling Rate, in addition to applicable standard drilling rate	\$6.00	foot
3010	Pavement Penetration and Patching, up to 6-inch Depth	\$125.00	each
3011	Traffic Control (Minor – Signs and Cones)	\$500.00	day
3011.1	Traffic Control (Small Project – Arrow Board Signs and Cones)	\$1,325.00	day
3011.2	Traffic Control (Large Project – Crash Truck, Arrow Board and/or Flagging Setup, Signs, and Cones)	\$2,650.00	day

Alliance Geotechnical Group, Inc.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Alliance Geotechnical Group, Inc., a Texas corporation, doing business as Alliance Geotechnical Group ("Alliance") shall include said company, its particular division, subsidiary or affiliate performing the work. "Work" means the specific engineering design, geotechnical, environmental, or other service(s) performed by Alliance for client as set forth in Alliance's proposal or at client's direction. "This agreement" consists of Alliance's proposal or work order, Alliance's Schedule of Fees, client's written acceptance thereof if accepted by Alliance, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Alliance. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by Alliance for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that Alliance is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client assumes, and agrees to indemnify Alliance from all third-party liabilities, and shall communicate these General Conditions to each and every third party to whom client transmits any part of Alliance's work product(s). Alliance shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from Alliance shall constitute acceptance of the terms of this agreement.

2. RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of work. Alliance's work or failure to perform same shall not in any way excuse client or any contractor, subcontractor or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.

3. OWNERSHIP OF DOCUMENTS: All documents including Drawings, Reports, and Specifications prepared or furnished by Alliance's independent professional associates and consultants are instruments of service and Alliance shall retain an ownership and property interest therein. Any reuse without written verification, is strictly forbidden and any adaptation by Alliance for the specific purpose intended will be at Client's sole risk.

4. OPINIONS OF COST: As Alliance has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Alliance.

5. HAZARDOUS MATERIALS: Alliance's work may include limited visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification, or identification of the extent, if any, of contamination of subsurface soils or ground water by "hazardous materials", defined elsewhere in this agreement, or being those materials defined as such by RCRA, 42 USC or those identified as such by a state or the Federal EPA, as more specifically stated in Alliance's proposal. Nothing contained within this agreement shall be construed or interpreted as requiring Alliance to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

6. SCHEDULING OF WORK: The work as set forth in Alliance's proposal will be accomplished in a timely and workmanlike manner by Alliance personnel. If Alliance is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of Alliance, additional charges may apply, which client agrees to pay.

7. SITE ACCESS, RESTORATION, & DUTY TO NOTIFY: Client will arrange and provide access to each site upon which it will be necessary for Alliance to perform its work. In the event work is required on any site not owned by client, client represents and warrants to Alliance that client has obtained all necessary permissions for Alliance to enter upon the site and conduct its work. Client shall, upon request, provide Alliance with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Alliance. Any work performed by Alliance to obtain permission to enter upon and do work on the lands of others as well as any work performed by Alliance pursuant to this agreement shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. Alliance shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, Alliance has not included in its fee the cost of restoration of damage which may occur. If client or the possessor of any interest in any site desires or requires Alliance to restore site to its former conditions, upon written request of client, Alliance will perform such additional work as is necessary and client agrees to pay Alliance the cost thereof plus Alliance normal mark-up for overhead and profit. Alliance shall be under no obligation to inform other parties of its activities or discoveries, but shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against client and/or others.

8. CLIENT'S DUTY TO NOTIFY ALLIANCE: Client represents and warrants that he has advised Alliance of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which Alliance is to do work hereunder, and unless Alliance has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ALLIANCE FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES, ("DAMAGES") INCLUDING REASONABLE ATTORNEYS FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO ALLIANCE'S PERFORMANCE OF ITS WORK AND RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS WHERE THE ACTUAL OR POTENTIAL PRESENCE AND LOCATION THEREOF WAS NOT REVEALED TO ALLIANCE BY CLIENT REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE THE RESULT OF ALLIANCE'S NEGLIGENCE IN WHOLE OR IN PART.

9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from observation, analysis and testing of sample materials shall be reported on boring logs or other test reports and may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgement and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, unless sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of Alliance's work on client's behalf, client agrees to assume these risks.

10. DISCOVERY OF UNANTICIPATED POLLUTANTS: The discovery of certain pollutants may make it necessary for Alliance to take immediate measures to protect health and safety. Client agrees to reimburse reasonable cost of implementing such measures under the circumstances. Alliance agrees to notify client as soon as practically possible should such pollutants be suspected or discovered.

11. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by client. Samples removed by Alliance for laboratory testing will, upon completion of testing, be disposed by the laboratory in an approved manner or returned to the site for disposal by others.

12. WARRANTY: Alliance's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Alliance will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS IS IN LIEU OF ALL WARRANTIES OR OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN ALLIANCE REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

IF ALLIANCE OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ALLIANCE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE 100% OF THE FEE PAID TO ALLIANCE FOR ITS WORK PERFORMED HEREUNDER.

CLIENT HEREBY RELEASES ALLIANCE FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF ALLIANCE'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

13. INDEMNITY: Subject to the foregoing limitations, Alliance agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Alliance's negligence to the extent of Alliance's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against Alliance, the party initiating such action shall pay to Alliance the costs and expenses incurred by Alliance to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Alliance shall prevail in such suit. The general liability coverage's are on a primary and non-contributory basis.

14. PAYMENT: Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay Alliance's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Alliance shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Alliance waives any rights to a mechanic's lien, or any provision conditioning Alliance's right to receive payment for its work upon payment to client by any third party. These general conditions are notice as may be required pursuant to the Texas Property Code or otherwise, where required, that Alliance shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Alliance from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

15. TERMINATION: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, Alliance shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the Alliance Rate Schedule of Budget Schedule.

16. WITNESS FEES: Alliance's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Alliance at a rate two times Alliance's then current fee schedule plus all expenses incurred for any Alliance employee subpoenaed by any party as an occurrence witness as a result of Alliance's work.

17. ENTIRE AGREEMENT, TITLES, AND CONTROLLING LAW: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Dallas County, Texas.

18. MEDIATION: In an effort to resolve any conflicts that arise during the design or construction of the project, or following the completion of the project, or in any regard to the work Alliance provides, the Client and Alliance agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Alliance further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

19. CERTIFICATION STATEMENTS: Any "certification statement" as a result or conclusion of Alliance's services, as may be requested by the Client or third parties for legal, loan, real estate, and other purposes, will be provided upon request, at additional charge, at the sole discretion of Alliance, unless specifically agreed to otherwise in writing. In providing such a "certification", Alliance will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by Alliance, standardized language (if requested to be used by the Client, its agents, or third parties) will be modified by Alliance as necessary, at its sole discretion. Refusal by Alliance to use certain standardized language, words, and phrases in "certification statements" shall neither constitute incomplete services by Alliance, nor relieve Client of its obligation to compensate Alliance in full for services provided hereunder.

20. CONTINUITY OF SERVICES: Alliance shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during construction.

Revised February 17, 2016 – Alliance Geotechnical Group, Inc., a Texas corporation



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6d

Agenda Date 5/5/2026

Number Resolution R-26-5141

Type Resolution

Department Police

Title

Approval to donate \$6,750 of the City of Colleyville's Opioid Settlement funds to the Grapevine-Colleyville Independent School District Drug Dog Program

Explanation

Reading and Public Hearing

The City of Colleyville has received a portion of money from the State of Texas related to the nation-wide opioid lawsuits against pharmaceutical companies. When considering how those funds could be best used to address the opioid crisis, partnering with the school district was identified as an obvious way to provide benefit to the entire community.

In 2023, City staff met with GCISD staff to explore ways the funding could be used to support GCISD's efforts to keep opioids off campuses, to respond to overdoses should they occur, and to educate families about the issue. In May 2023, the City provided GCISD with 48 doses of Narcan to replace their expiring supply. Annually since 2023, the City Council approved donations for the GCISD drug dog program.

Approval of this item provides for a \$6,750 donation to the GCISD drug dog program for the 2026-2027 school year.

Financial Impact

Funds are available in the opioid settlement fund.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8a

Agenda Date 5/5/2026

Number Ordinance O-26-2363

Type Ordinance

Department Community Development

Title

Consideration of a rezoning from AG Agricultural to R-20 Single-Family Residential on Tract 1A09, Abstract 1756, A.T. Young Survey, located at 108 Glade Road, Case ZC26-005 WITHDRAWN BY APPLICANT

Explanation

The applicant has withdrawn the request and therefore no action is needed.

First Reading and Public Hearing

Josh Dyer, the applicant, has submitted a request for a rezoning on Tract 1A09, Abstract 1756, A.T. Young Survey being approximately 1.45 acres, and zoned AG Agricultural.

Analysis: The original request was to rezone the property to R-20 Single-Family Residential from AG Agricultural. The applicant has submitted a revised request to rezone the property to R-30 Single-Family Residential. The zoning exhibits proposes two lots.

Existing Conditions/Background: The subject property, 108 Glade Road, is zoned AG Agricultural and developed with a single-family home. It is located on the northeast corner of Fry Lane and Glade Road.

Plat Status: The subject property is unplatted.

DRC Review: The Development Review Committee reviewed the request during their March 23, 2026, meeting and the case was scheduled for the April 13, 2026, Planning and Zoning Commission meeting.

Surrounding Development: The property to the north is zoned AG Agricultural and is improved with a single-family home. The properties to the east and west are zoned R-20 Single-Family Residential and improved with single-family homes. The properties to the south are zoned PUD-R Planned Unit Development – Residential and are improved with single-family homes.

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well

as any Homeowners Associations within 1000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request for R-30 Single Family Residential zoning at their April 13, 2026 meeting by a vote of 5-1.

Attachments

1. Withdraw Letter
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Statement of Planning Objectives
6. Zoning Exhibit - Original
7. Zoning Exhibit - Revised
8. Survey
9. Notification Map
10. Notification Letter
11. Letter of Opposition
12. Opposition Map
13. Opposition Report
14. Ordinance O-26-2363

Ben Bryner

Subject: RE: 108 Glade Rd - Zoning Application

From: Josh Dyer <>
Sent: Monday, April 20, 2026 5:50 PM
To: Daniel Ponder <DPonder@colleyville.com>
Cc: Gary Blankenship <>
Subject: 108 Glade Rd - Zoning Application

Daniel,

Please accept this email for Clairemont Acquisitions, LLC to pull our zoning application for 108 Glade Rd.

Feel free to call me if you have any questions. Thank you and have a great night!

Josh Dyer

Partner

Clairemont Development Group
500 West 7th Street, Suite 1220
Fort Worth, Texas 76102

Aerial Map

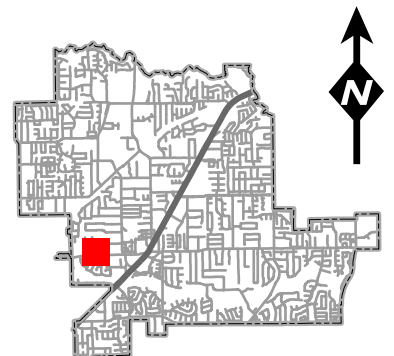


ZC26-005

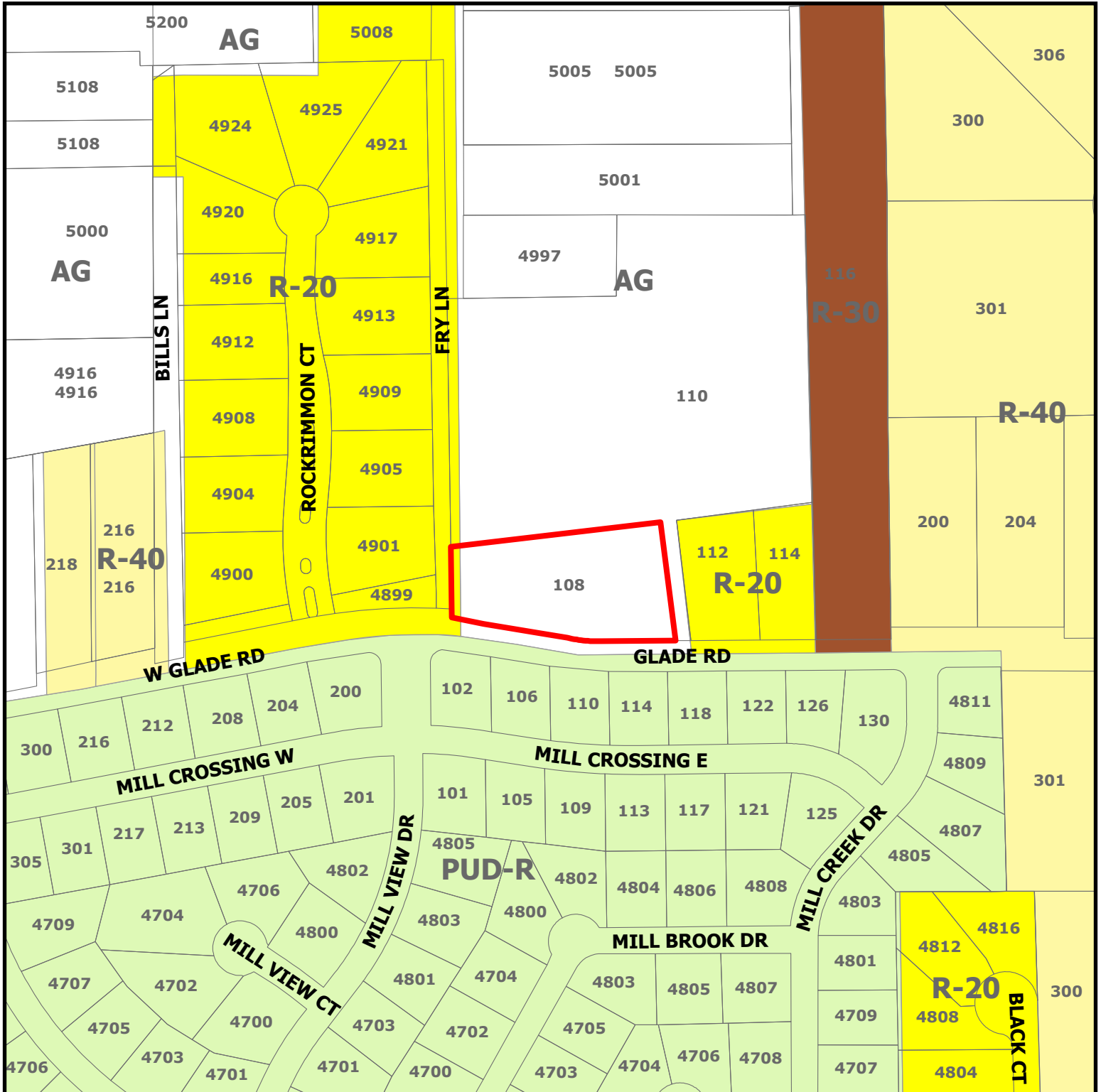
108 Glade Road

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 Subject Property



Zoning Map

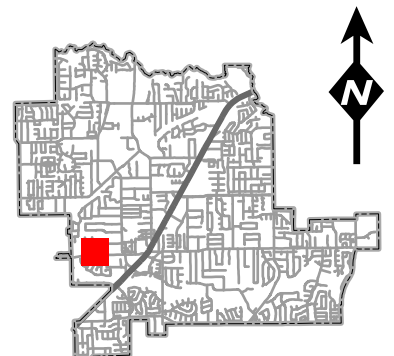


ZC26-005

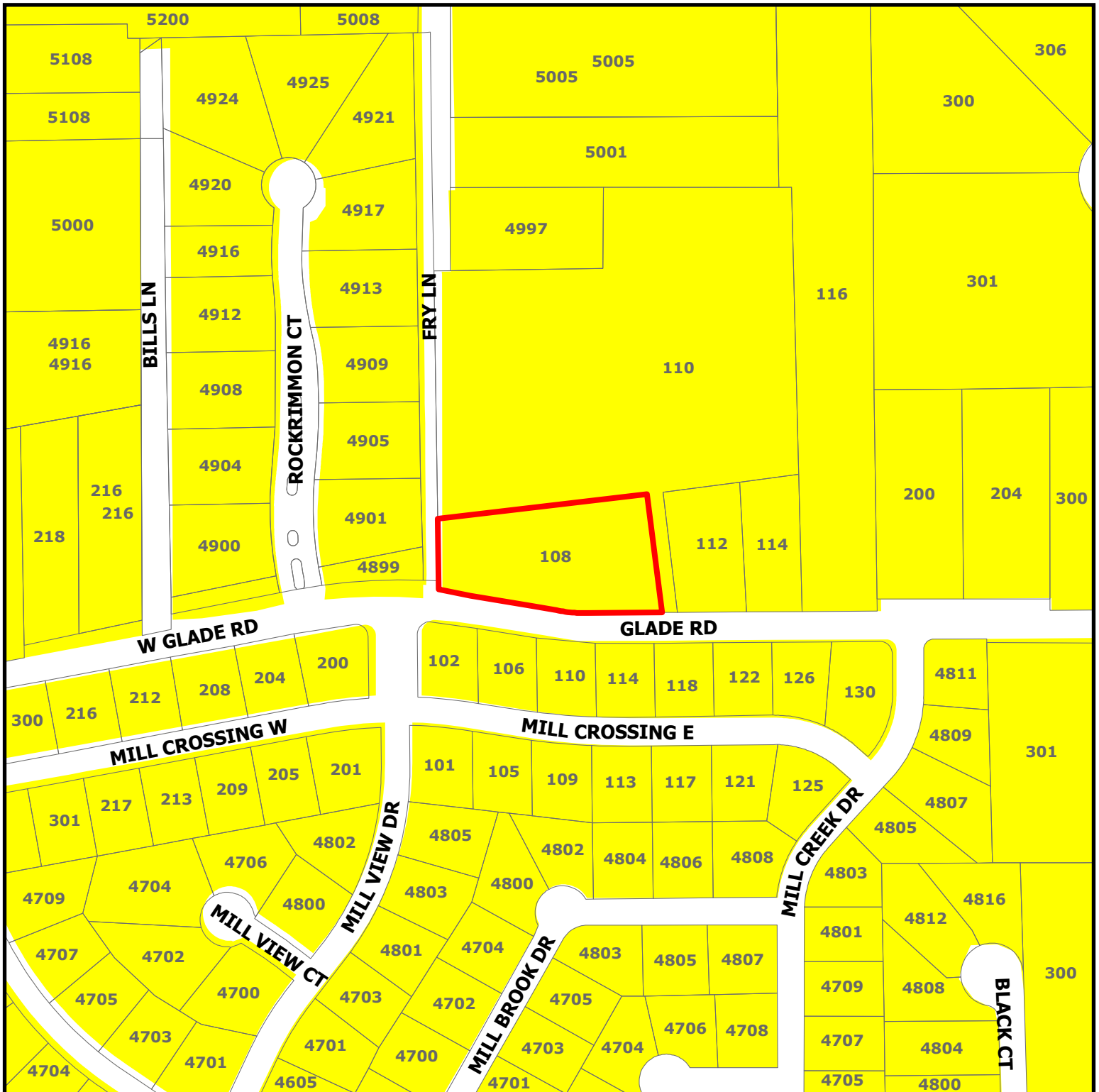
108 Glade Road

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 Subject Property



Future Land Use Map



ZC26-005

108 Glade Road

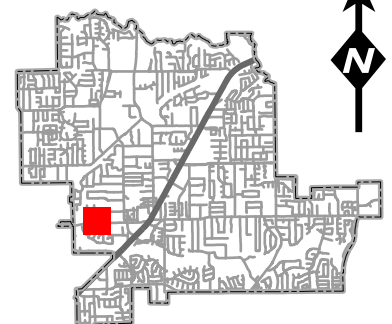
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Residential



Subject Property



STATEMENT OF PLANNING OBJECTIVES

The purpose of this zoning request is to rezone approximately 1.447 acres of land in the City of Colleyville from AG (Agricultural) to R-30 Single-Family Residential. The proposed zoning change will allow the property to be developed with single-family residential uses that are consistent with the character of the surrounding area while providing larger estate-style lots.

The subject property is bordered by residential properties that are currently zoned R-20. The proposed R-30 zoning represents a lower density classification with larger minimum lot sizes than the adjacent R-20 districts. This request is intended to ensure compatibility with surrounding single-family development while enhancing neighborhood character through larger lot configurations and higher-quality residential construction.

Upon approval of the zoning change, the property will be replatted into two single-family residential lots. The proposed homes will range in size from approximately 4,000 to 6,000 square feet, consistent with estate-style housing in Colleyville and supportive of long-term property values.

The development objective is to create two high-quality residential homes on generously sized lots that complement the surrounding neighborhoods while maintaining an appropriate transition from the existing agricultural zoning.

2023/02/19 ALEJANDRO NEGRETTE L:\JOBS\SIDE DILIGENCE\SINGLE-FAMILY\20230404.01 108 GLADE RD COLLEYVILLE (2 LOTS)\EXHIBITS\20230219 LAND PLAN\DWG\108 GLADE RD COLLEYVILLE TRACT LAND PLAN.DWG

COPYRIGHT ©2024 BY SHIELD ENGINEERING GROUP PLLC



LEGEND

PROJECT LOCATION

SETBACK

LOTS

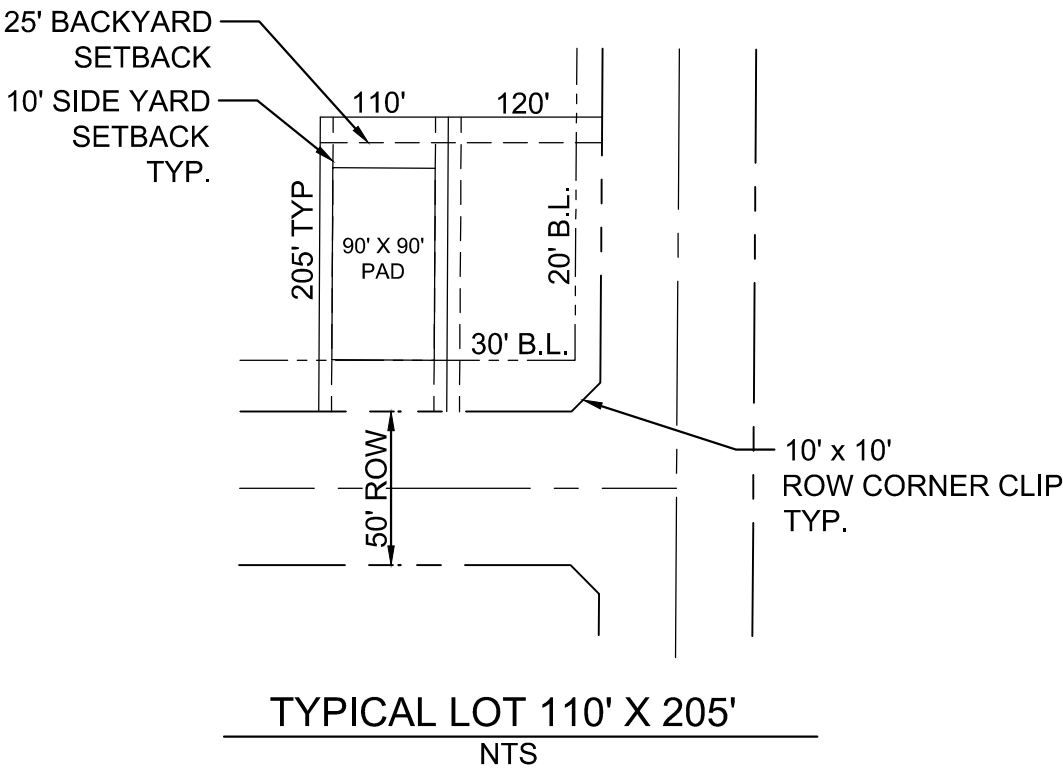
PROPOSED PAD

PROJECT INFORMATION

CURRENT ZONING= AGRICULTURE
PROJECT TOTAL ACREAGE = 1.46 AC
UNDEVELOPABLE AREA = 0 AC
NET DEVELOPABLE AREA = 1.46 AC

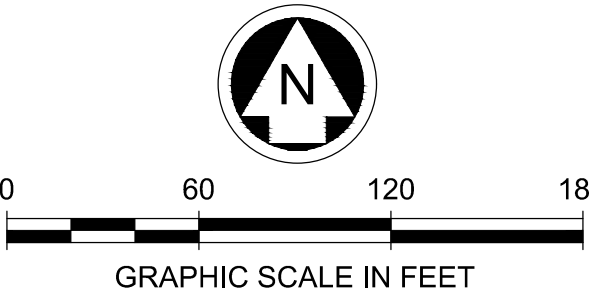
LOT COUNT

OPEN SPACE LOTS = 0
TOTAL LOT COUNT = 3 LOTS



SHIELD
ENGINEERING

TBPELS ENGINEERING #F-11039, SURVEYING #10193890



CITY OF COLLEYVILLE, TEXAS

108 GLADE RD COLLEYVILLE
TRACT SF

LAND PLAN
February 19, 2026

DESIGNED: AN	SCALE: 1" = 60'	DATE: Feb 2026	SHEET: 1 OF 1
DRAWN: AN			

108 GLADE RD COLLEYVILLE TRACT SF

2025/03/24 ALEJANDRO NEGRETTE L:\JOBS\SIDE DILIGENCE\INGLE-FAMIL Y\20250404.01 108 GLADE RD COLLEYVILLE (2 LOTS)\EXHIBITS\20250219 LAND PLAN\W\108 GLADE RD COLLEYVILLE TRACT LAND PLAN - R30.DWG



LEGEND

PROJECT LOCATION

SETBACK

LOTS

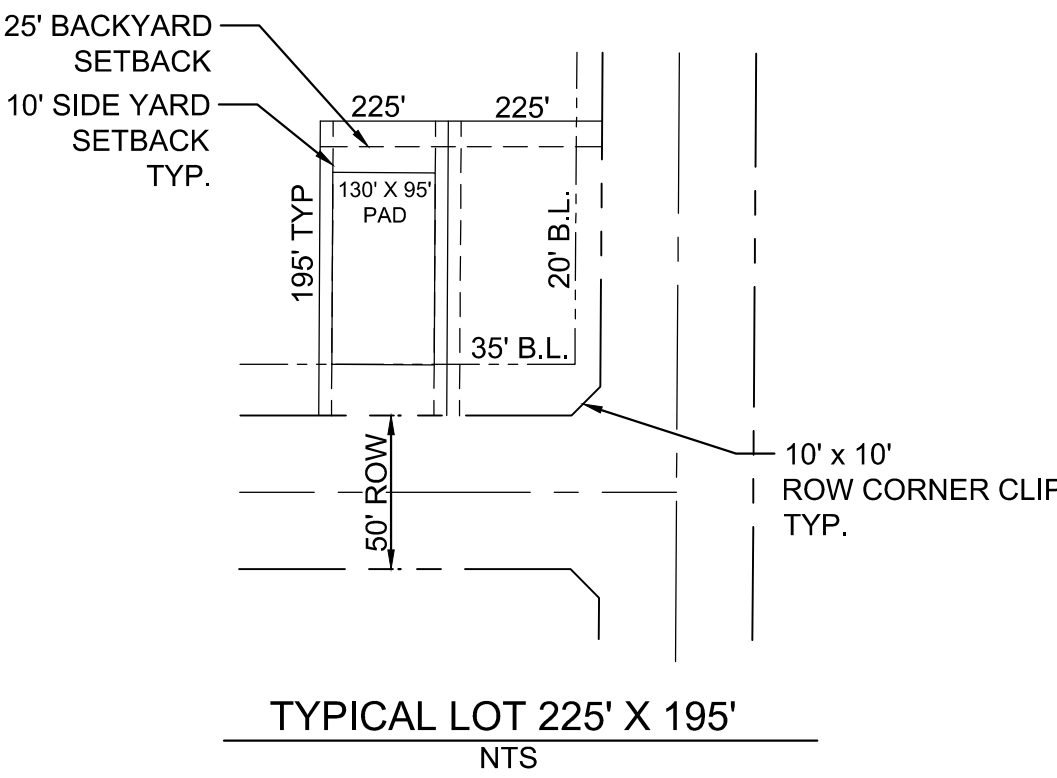
PROPOSED PAD

PROJECT INFORMATION

CURRENT ZONING= AGRICULTURE
PROJECT TOTAL ACREAGE = 1.455 AC
UNDEVELOPABLE AREA = 0 AC
NET DEVELOPABLE AREA = 1.455 AC

LOT COUNT

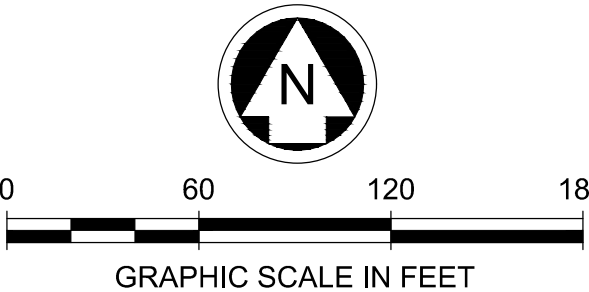
OPEN SPACE LOTS = 0
TOTAL LOT COUNT = 2 LOTS



SHIELD

ENGINEERING

TBPELS ENGINEERING #F-11039, SURVEYING #10193890



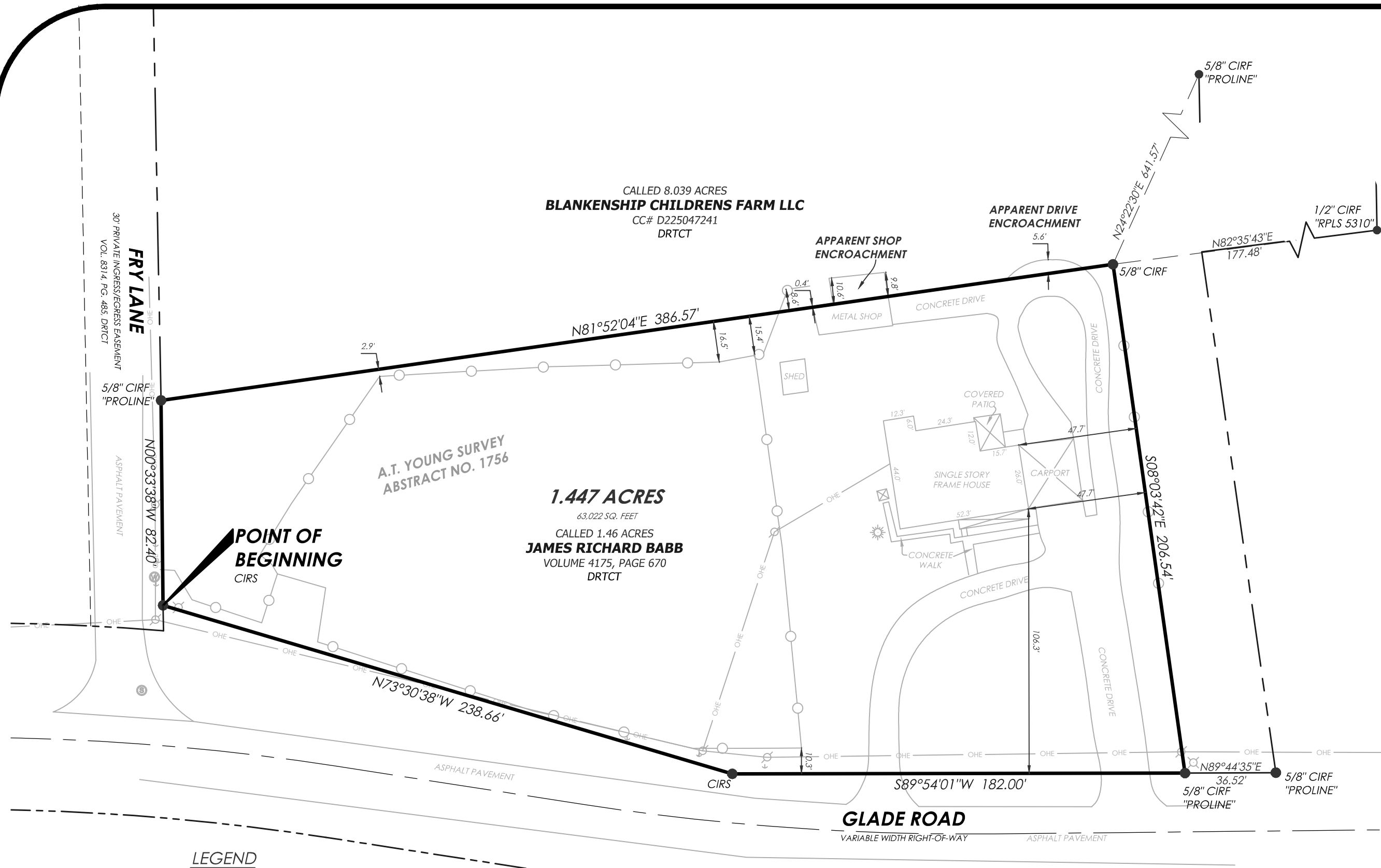
CITY OF COLLEYVILLE, TEXAS

108 GLADE RD COLLEYVILLE TRACT SF

LAND PLAN
March 24, 2026

DESIGNED: AN	SCALE: 1" = 60'	DATE: Mar 2026	SHEET: 1 OF 1
DRAWN: AN			

108 GLADE RD COLLEYVILLE TRACT SF



- LEGEND**
ALL SYMBOLS MAY NOT APPLY
- | | |
|----------------------------|--------------------------|
| ⊙ SEPTIC LID | — BURIED UTILITY MARKER |
| ⊕ GUY WIRE | ☐ TELEPHONE PEDESTAL |
| ⊙ LIGHT POLE | ⊙ SANITARY SEWER MANHOLE |
| ⊙ WATER METER | ⊙ MAILBOX |
| ⊙ GAS LINE MARKER | ⊙ SEWER CLEANOUT |
| ⊙ ELECTRIC METER | ⊙ WATER VALVE |
| ⊙ A/C UNIT | ⊙ FIRE HYDRANT |
| ⊙ ELECTRIC BOX | ⊙ POWER POLE |
| ⊙ IRRIGATION CONTROL VALVE | ⊙ STORM DRAIN MANHOLE |
-
- | |
|-----------------------|
| —○— CHAINLINK FENCE |
| —X— BARBED WIRE FENCE |
| —//— WOOD FENCE |
| —□— IRON FENCE |
- DRTCT = DEED RECORDS, TARRANT COUNTY, TEXAS
PRCTCT = PLAT RECORDS, TARRANT COUNTY, TEXAS
CC# = COUNTY CLERK'S INSTRUMENT NUMBER
IRF = IRON ROD FOUND
CIRS = 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS 6882"
OHE = OVERHEAD ELECTRIC

GENERAL NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF THE COMMITMENT FOR TITLE INSURANCE. THIS SURVEYOR HAS NOT PERFORMED ANY RESEARCH IN REGARDS TO EASEMENTS AFFECTING THE PROPERTY.
- THE BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202
- ALL CORNERS CALLED CIRS ARE 5/8 INCH CAPPED IRON RODS SET STAMPED "LONESTAR RPLS6882".
- THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE, OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES, OR OTHER BURIED FEATURES, BUT HAS MADE AN ATTEMPT TO LOCATE THOSE VISIBLE OR INDICATED AS ACCURATELY AS POSSIBLE.

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48439C0095K, DATED SEPTEMBER 25, 2009, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

SURVEYOR'S CERTIFICATION

I, MARSHALL W. MILLER, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 6882, STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED FROM THE PUBLIC RECORDS, AND FROM AN ACTUAL AND ACCURATE SURVEY OF THE PROPERTY PERFORMED ON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON JULY 1, 2025. THE VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON. EXCEPT AS SHOWN HEREON, THERE ARE NO APPARENT ENCROACHMENTS ONTO THE PROPERTY OR APPARENT PROTRUSIONS THEREFROM. I DID NOT ABSTRACT THE TITLE TO THIS PROPERTY, NOR DID I SEARCH THE PUBLIC RECORDS FOR EASEMENTS, ADVERSE CLAIMS, OR OTHER ENCUMBRANCES THAT MIGHT AFFECT THIS PROPERTY. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

EXECUTED THIS THE 7TH DAY OF JULY, 2025.

Marshall Miller

MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6882



PROJECT NUMBER: 250619
REVISED DATE:
REVISION NOTES:

DATE: JULY 7, 2025

SHEET 1 OF 1

METES AND BOUNDS DESCRIPTION

BEING A 1.447 ACRE TRACT OF LAND SITUATED IN THE A.T. YOUNG SURVEY, ABSTRACT NUMBER 1756, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, AND BEING ALL OF A CALLED 1.46 ACRE TRACT OF LAND DESCRIBED BY DEED TO JAMES RICHARD BABB, RECORDED IN VOLUME 4175, PAGE 670, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE SOUTHWEST CORNER OF SAID CALLED 1.46 ACRE TRACT, BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF GLADE ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AND THE EAST LINE OF FRY LANE, A PRIVATE 30' INGRESS/EGRESS EASEMENT, RECORDED IN VOLUME 8134, PAGE 485, DEED RECORDS, TARRANT COUNTY, TEXAS;

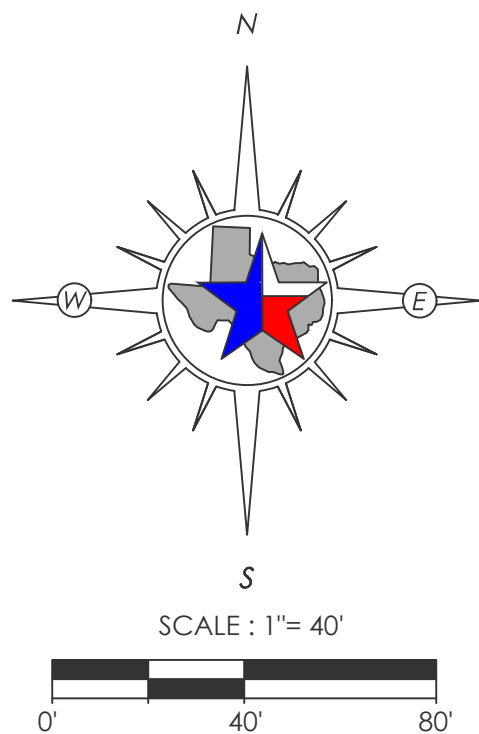
THENCE NORTH 00 DEGREES 33 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID CALLED 1.46 ACRE TRACT AND WITH THE EAST LINE OF SAID FRY LANE, A DISTANCE OF 82.40 FEET, TO A 5/8" CAPPED IRON ROD FOUND STAMPED "PROLINE" AT THE NORTHWEST CORNER OF SAID CALLED 1.46 ACRE TRACT, SAME BEING THE UPPER SOUTHWEST CORNER OF A CALLED 8.039 ACRE TRACT OF LAND DESCRIBED BY DEED TO BLANKENSHIP CHILDRENS FARM LLC, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER D225047241, DEED RECORDS, TARRANT COUNTY, TEXAS, FROM WHICH A 1/2" CAPPED IRON ROD FOUND BEARS FOR REFERENCE NORTH 30 DEGREES 57 MINUTES 34 SECONDS EAST, A DISTANCE OF 565.19 FEET;

THENCE NORTH 81 DEGREES 52 MINUTES 04 SECONDS EAST, DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID CALLED 1.46 ACRE TRACT, BEING COMMON WITH THE UPPER SOUTH LINE OF SAID CALLED 8.039 ACRE TRACT, A DISTANCE OF 386.57 FEET, TO A 5/8" CAPPED IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID CALLED 1.46 ACRE TRACT, SAME BEING AN ELL CORNER IN SAID NORTH LINE, FROM WHICH A 5/8" CAPPED IRON ROD FOUND STAMPED "PROLINE" AT THE NORTHEAST CORNER OF SAID CALLED 8.039 ACRE TRACT BEARS NORTH 24 DEGREES 22 MINUTES 30 SECONDS EAST, A DISTANCE OF 641.57 FEET;

THENCE SOUTH 08 DEGREES 03 MINUTES 42 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 206.54 FEET, TO A 5/8" CAPPED IRON ROD FOUND STAMPED "PROLINE" AT THE SOUTHEAST CORNER OF SAID CALLED 1.46 ACRE TRACT, SAME BEING THE LOWER SOUTHWEST CORNER OF SAID CALLED 8.039 ACRE TRACT, AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID GLADE ROAD, FROM WHICH A 5/8" CAPPED IRON ROD FOUND STAMPED "PROLINE" AT THE LOWER SOUTHEAST CORNER OF SAID CALLED 8.039 ACRE TRACT BEARS NORTH 89 DEGREES 44 MINUTES 35 SECONDS EAST, A DISTANCE OF 36.52 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GLADE ROAD, A DISTANCE OF 182.00 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882";

THENCE NORTH 73 DEGREES 30 MINUTES 38 SECONDS WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 238.66 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 1.447 ACRES OR 63,022 SQUARE FEET OF LAND, MORE OR LESS.



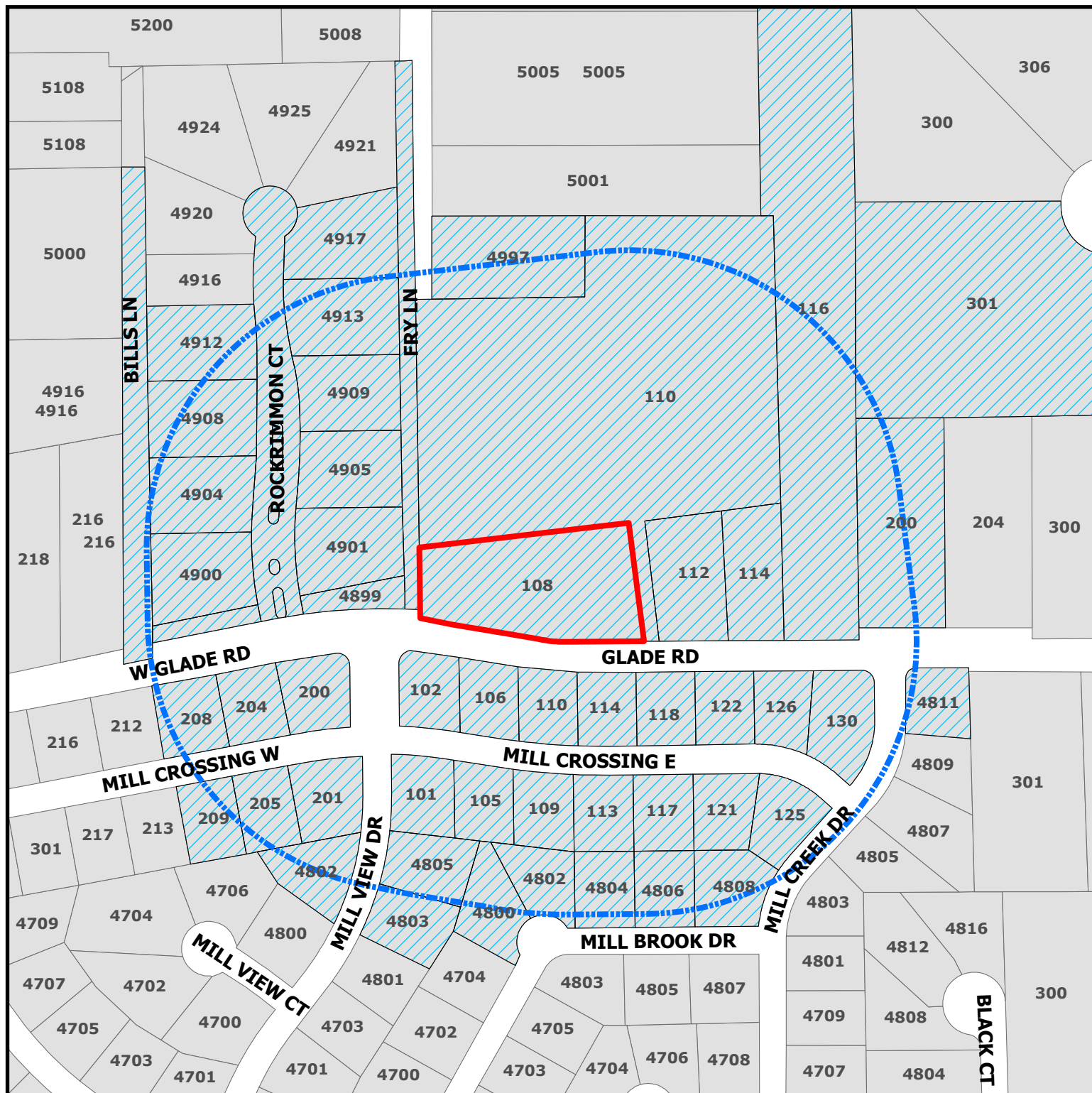
**BOUNDARY SURVEY
OF
1.447 ACRES OF LAND
SITUATED IN THE A.T. YOUNG SURVEY,
ABSTRACT NO. 1756, CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**



—LONESTAR—
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
3521 SW WILSHIRE BLVD.,
JOSHUA, TX 76058
817-935-8701

MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

Notification Map

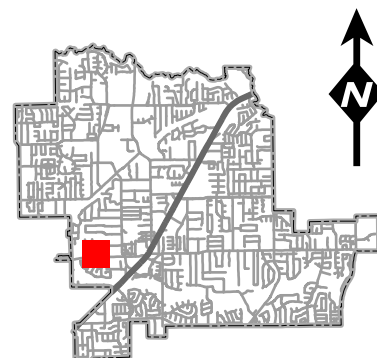


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ZC26-005

108 Glade Road

-  Subject Property
-  Buffer
-  Parcels to be notified





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning & Zoning Commission Meeting: Monday, April 13, 2026 at 7:00p.m.
City Council Meetings: Tuesday, May 5, 2026 & Tuesday, May 12, 2026 at 7:00p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a rezoning from AG Agricultural to R-20 Single-Family Residential on Tract 1A09, Abstract 1756, A.T. Young Survey, being approximately 1.45 acres. The request is to create three R-20 lots from one tract of land.

Zoning Case: ZC26-005

Applicant: Josh Dyer

Owner: James Babb

Location: 108 Glade Road

Property Description: Tract 1A09, Abstract 1756, A.T. Young Survey

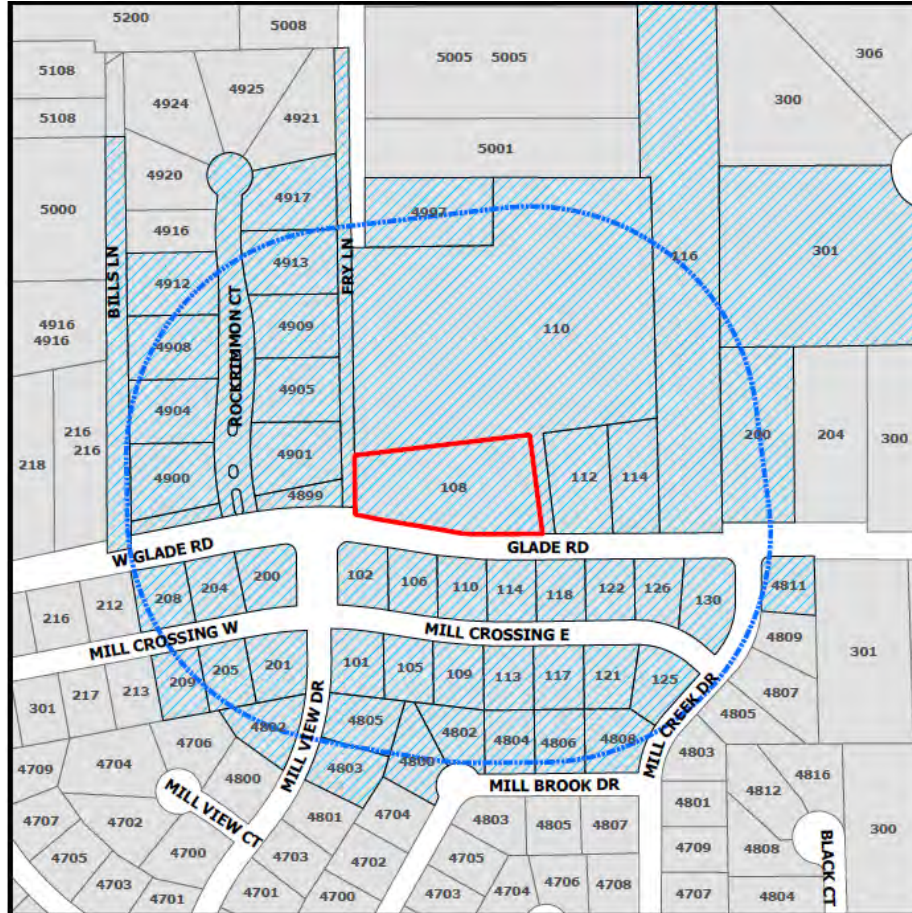
Present Zoning: AG Agricultural

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

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

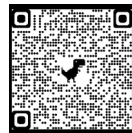
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

NOTICE OF PUBLIC HEARING



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

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



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

Daniel Ponder

Daniel Ponder
Planning Manager

March 26, 2026

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

Re: Zoning case ZC26-005, 108 Glade Road

To whom it May Concern:

My name is Gary Blankenship, and I reside at 116 Glade Road, Colleyville, Texas 76034. I built my residence there over twenty years ago because of the large residential lots all along Glade Road and the large agriculture areas immediately adjacent to my home. Those large residential lots are consistent with all the surrounding area that is not within an established subdivision. The existing small homes located on many of these large lots between Bransford Road and the Colleyville west City limits are now being sold, and larger homes are being built on those larger lots.

Herein I would like to protest to the subject zoning case mentioned above. My protest is not against the rezoning per say but against the desire to later cut this 1.4 acres into three small inconsistent lots for this area. Glade Road has now become a major ingress/egress transportation route into and out of the City of Colleyville. I think it is important that we maintain a pleasant, inviting look and safe transportation route not only for the visitors passing through but for the residents, as well. The subject tract is located on a blind curve on Glade Road. Because of the morning and evening traffic flow already there, it is hard to imagine the added danger by putting two more driveways in that blind curve. Additionally, if that portion of Glade Road is ever widened the third lot proposed and adjoining Fry Lane would be severely impacted. Should a sidewalk ever be envisioned, I believe that same lot would be in that pathway. In addition, if Fry Lane ever becomes a public street, the Fry Lane setback would need to be a part of the third proposed lot, which would render it as unusable because of the reduced available square footage.

The proposed lots are barely one-half acre and to suggest building 4,000 to 6,000 square foot homes on small lots is a little inconceivable. This is obviously a method for the present owner of this tract to maximize the sales price but is this the end that the city wants to see and to realize the increased danger that it will create. The only half acre lot that I am familiar with is 114 Glade Road. There the buyer (builder) admitted he paid too much for the lot and the home that was razed located thereon. To break even he admitted he needs to build an approximate 4,000 square foot home and is in the process of doing same. However, he was unsuccessful in selling the lot for what he paid and unsuccessful in preselling the home and is now building a spec home on that site. These small lots are inconsistent with all other lots on Glade Road in Colleyville. I also worry that buyers in the market for a 4,000 to 6,000 square foot home with a selling price of \$3 million and up will not desire a half-acre lot that goes with these proposed homes.

Therefore, because of the ultimate danger that cutting this tract into three tiny lots on a blind curve of Glade Road and the inconsistent small acreage lots that this will create for the area, I urge the Planning and Zoning Commission to deny this request.

Sincerely,



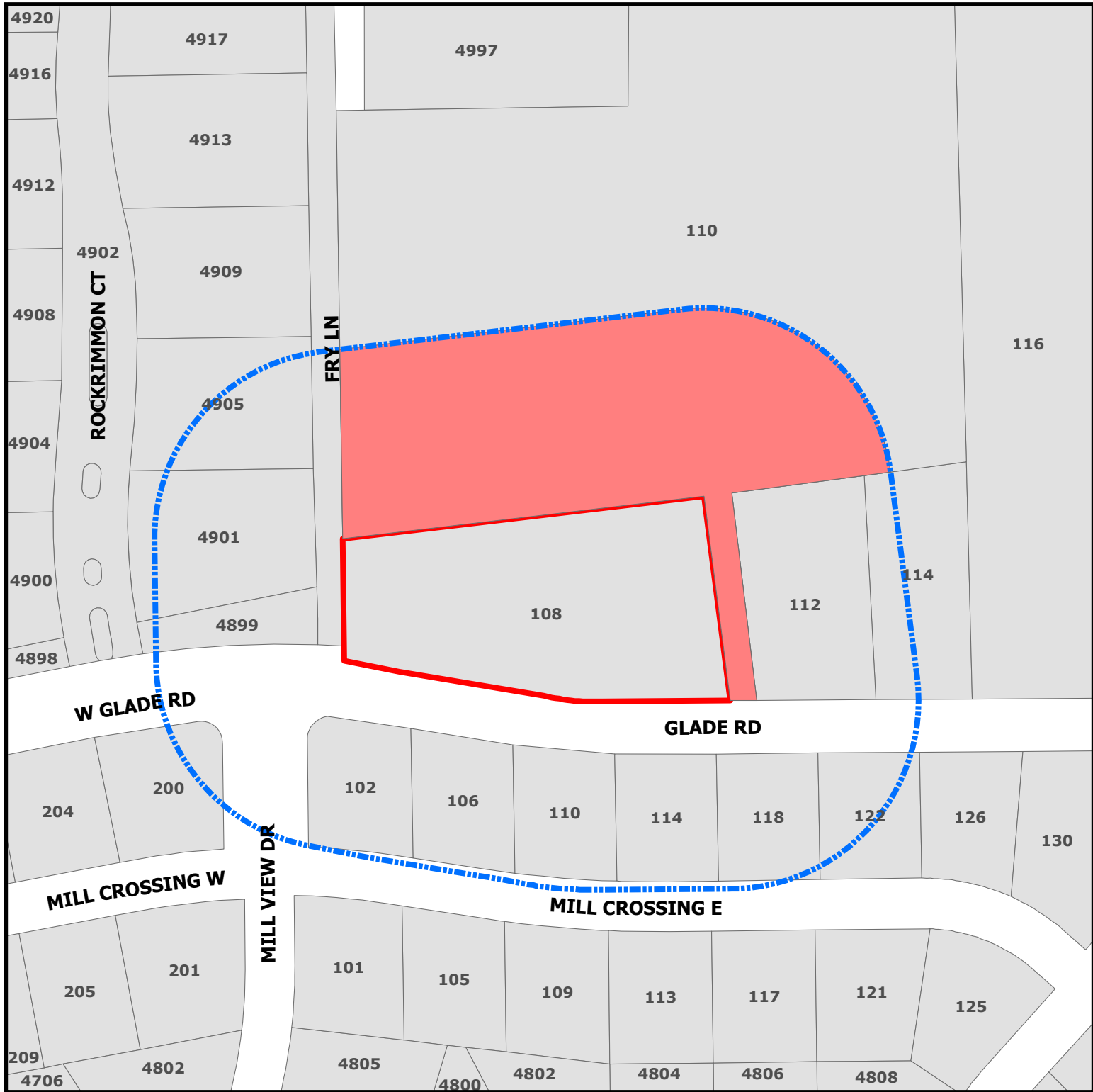
H. Gary Blankenship

116 Glade Road

Colleyville, Texas 76034



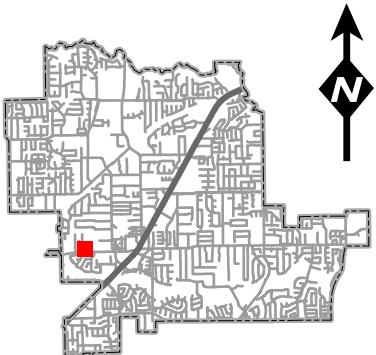
Opposition Map



ZC26-005

108 Glade Road

-  Subject Property
-  Opposing
-  Protest Buffer



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List of Opposing Properties

Address	Owner's Name	Percentage
110 GLADE RD	BLANKENSHIP CHILDRENS FARM LLC	31.74%

Address Count : 1

Total Percentage: 31.74%

ORDINANCE O-26-XXXX

AMENDING THE ZONING ON APPROXIMATELY 1.45 ACRES, BEING TRACT 1A09, ABSRACT 1756, A.T. YOUNG SURVEY, LOCATED AT 108 GLADE ROAD, BY AUTHORIZING A REZONING FROM AG AGRICULTURAL TO R-30 SINGLE-FAMILY RESIDENTIAL; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received a request for a rezoning from AG Agricultural to R-30 Single-Family Residential (Case ZC26-005) for the real property described as Tract 1A09, Abstract 1756, A.T. Young Survey, located at 108 Glade Road, as further described and depicted on Exhibit "A" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned AG Agricultural; and

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

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

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

- Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on the Subject Property, by authorizing a rezoning from AG Agricultural to R-30 Single-Family

Residential on 1.45 acres, being Tract 1A09, Abstract 1756, A.T. Young Survey, as depicted on the attached as Exhibit "A".

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

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

1. GENERAL

a. As depicted in the attached Exhibit "B".

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

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

Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of May 2026.

The second reading and public hearing being conducted on the 12th day of May 2026

APPROVED BY A VOTE OF ____ AYES AND ____ NAYS ON THIS THE 12TH DAY OF MAY 2026.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

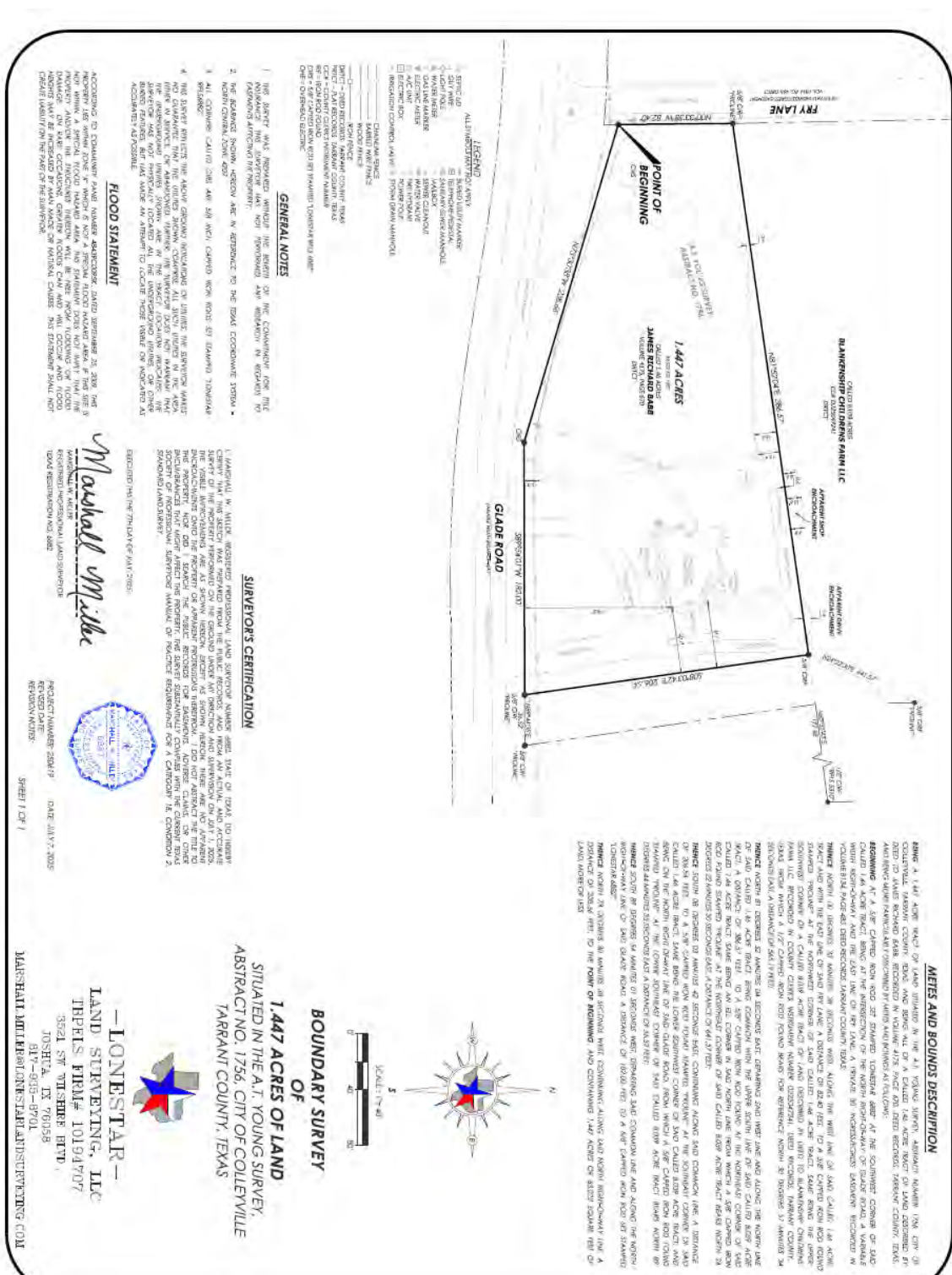
Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

[illegible]

Exhibit "B" – Zoning Exhibit





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8b

Agenda Date 5/5/2026

Number Ordinance O-26-2364

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for an accessory building located in a non-residential zoning district on Lot 1R, Block 1, Covenant Christian Academy Addition, zoned PUD-C Planned Unit Development – Commercial, located at 901 Cheek-Sparger Road, Case ZC26-006

Explanation

First Reading and Public Hearing

Trey Martinez, the applicant, has submitted a request for a Special Use Permit for an accessory building on Lot 1R, Block 1, Covenant Christian Academy Addition, being approximately 15.8 acres, and zoned PUD-C Planned Unit Development.

Analysis: The request is to allow for an accessory building in a non-residential zoning district. The proposed building would comply with the regulations of Section 3.27(B):

"Commercial accessory buildings approved as a result of an SUP to be located within non-residential districts are subject to the following conditions:

1. Must meet same setbacks as the primary structure.
2. Must be located to the rear of the primary building and not visible from adjacent roadways.
3. The use of the accessory building must be ancillary to the primary use.
4. Exterior walls and features shall be of the same materials as used with the primary structure.
5. Located in such a manner as not to impede, impair, or endanger vehicular traffic on the property."

Existing Conditions/Background: The subject property, 901 Cheek-Sparger Road, is zoned PUD-C Planned Unit Development - Commercial and developed as a private school. It is located on the southeast corner of Wayne Drive and Cheek-Sparger Road.

Plat Status: The subject property is platted.

DRC Review: The Development Review Committee reviewed the request during their March 23, 2026, meeting and the case was scheduled for the April 13, 2026, Planning and Zoning Commission meeting.

Surrounding Development: The properties to the north are zoned PUD-R Planned Unit Development - Residential and are improved with single-family homes. The properties to the east are zoned PUD-C Planned Unit Development – Commercial and are undeveloped. The property to the west is zoned PUD-C Planned Unit Development – Commercial and is improved with a church. To the south lies the border between the City of Colleyville and the City of Bedford.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for institutional development.

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their April 13, 2026 meeting by a vote of 6-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Exhibit
5. Notification Map
6. Notification Letter
7. Ordinance O-26-2364

Aerial Map

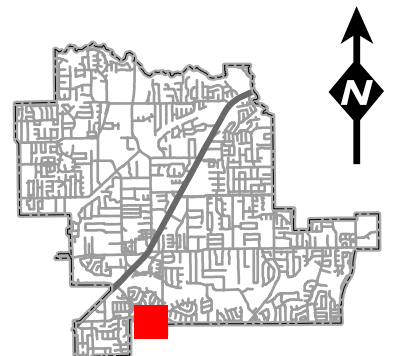


ZC26-006

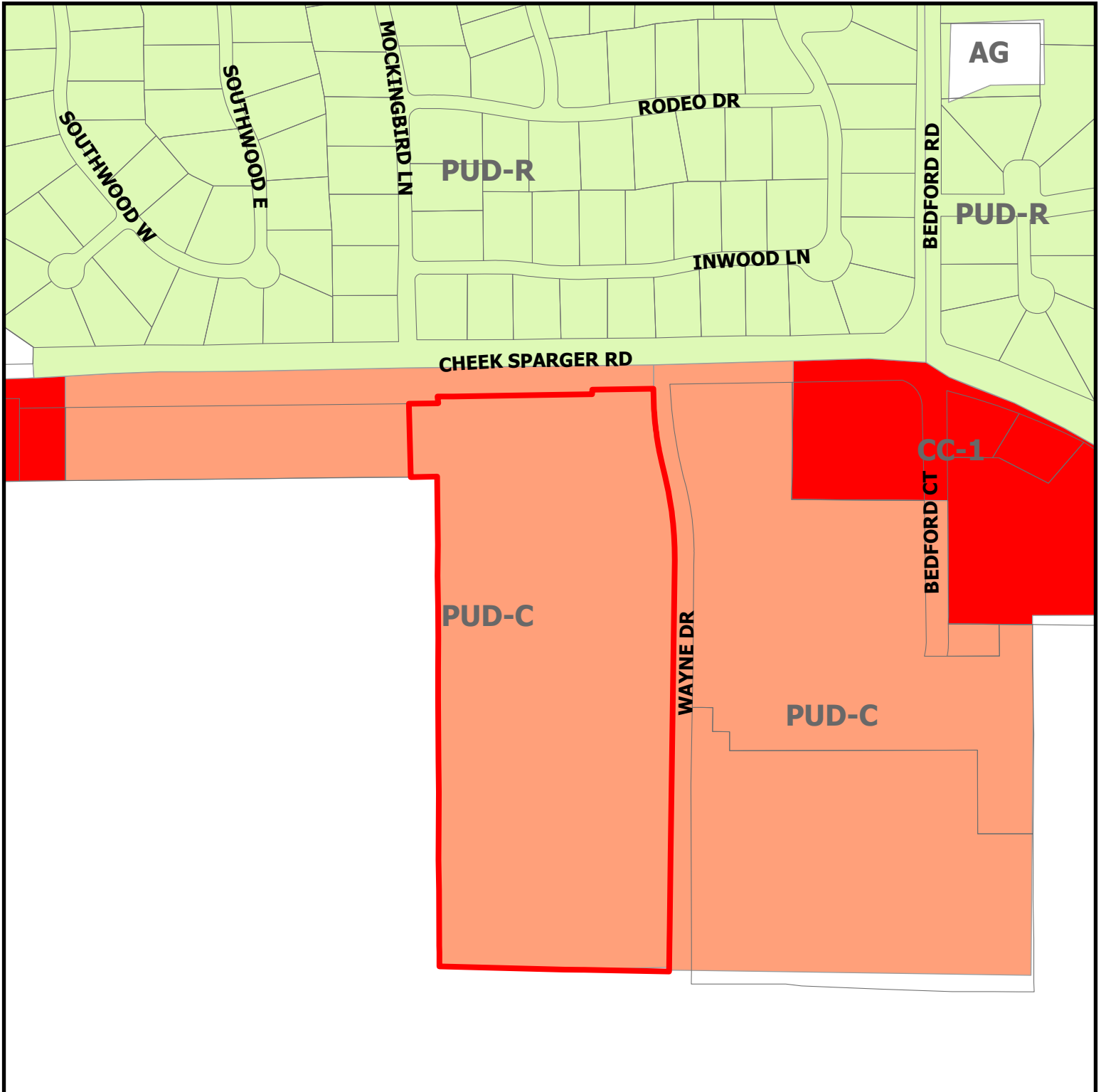
901 Cheek-Sparger Road

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 Subject Property



Zoning Map

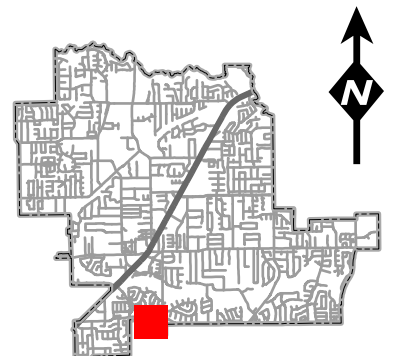


ZC26-006

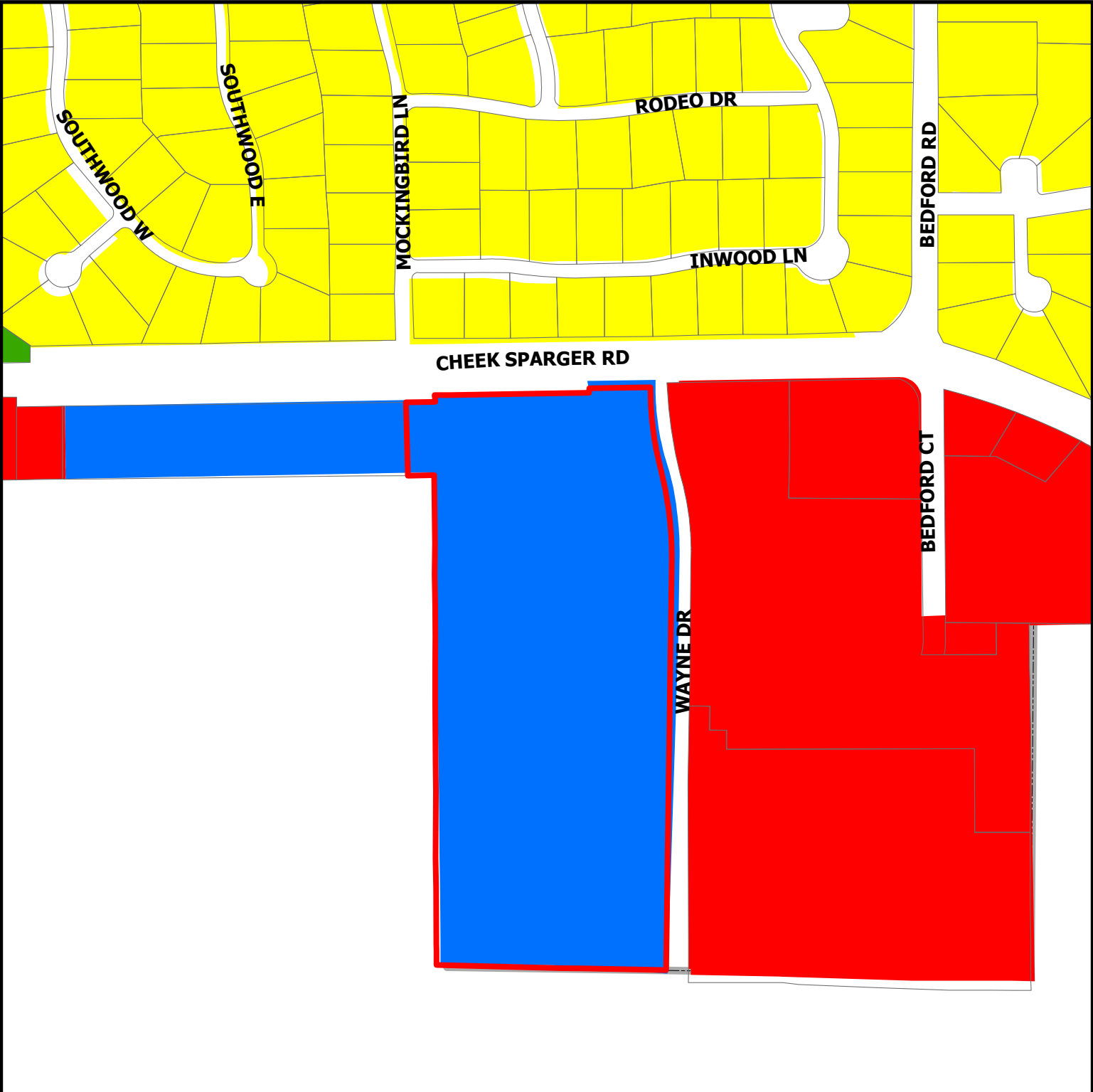
901 Cheek-Sparger Road

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 Subject Property



Future Land Use Map

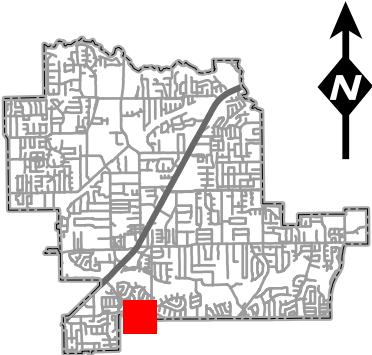


ZC26-006

901 Cheek-Sparger Road

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



Option 2

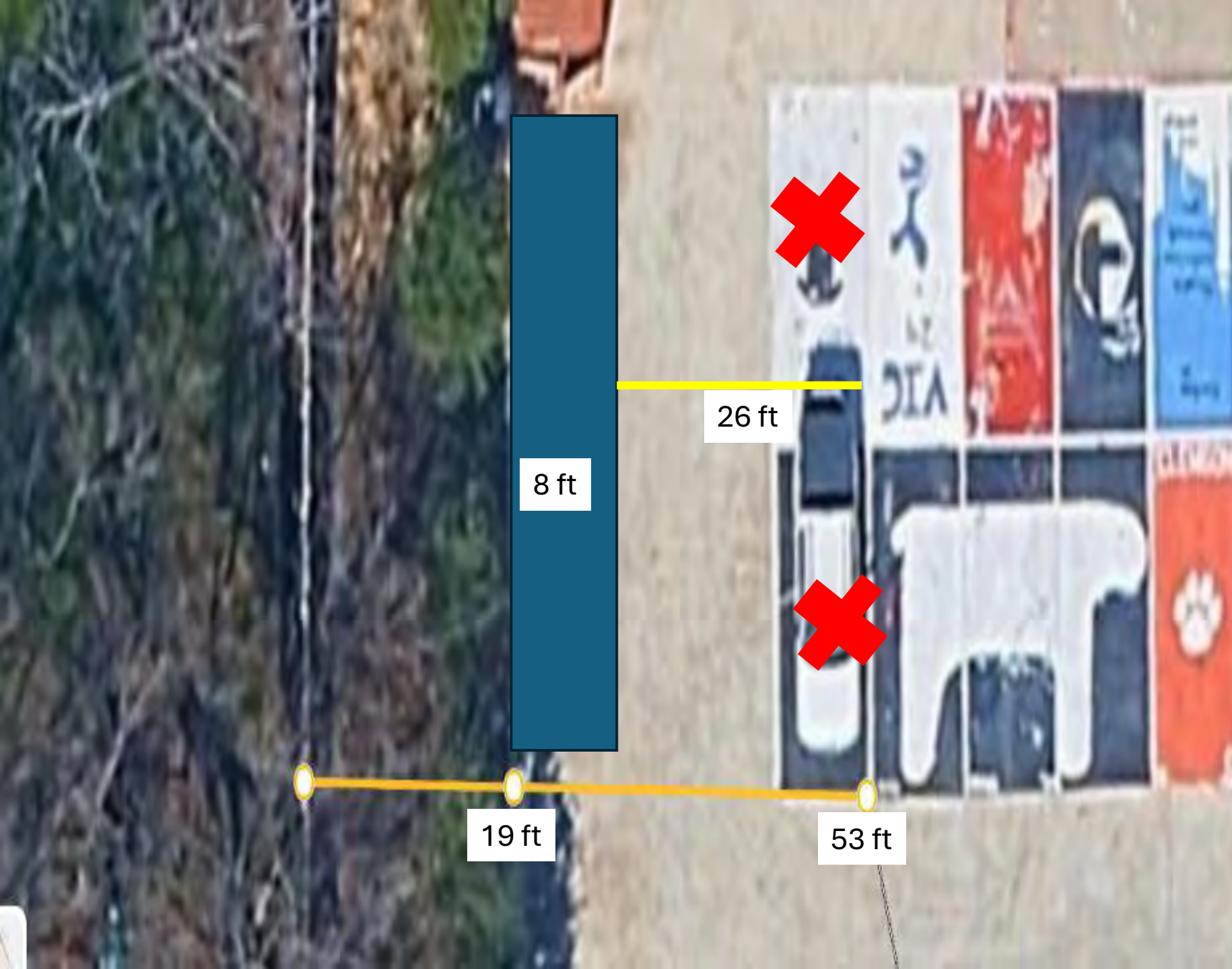


Add 2 parking spots

Take away 2 parking spots

Possibly unstriped these spots?





Path or polygon ? ↶ ✕

Click points on the map to draw a path or polygon

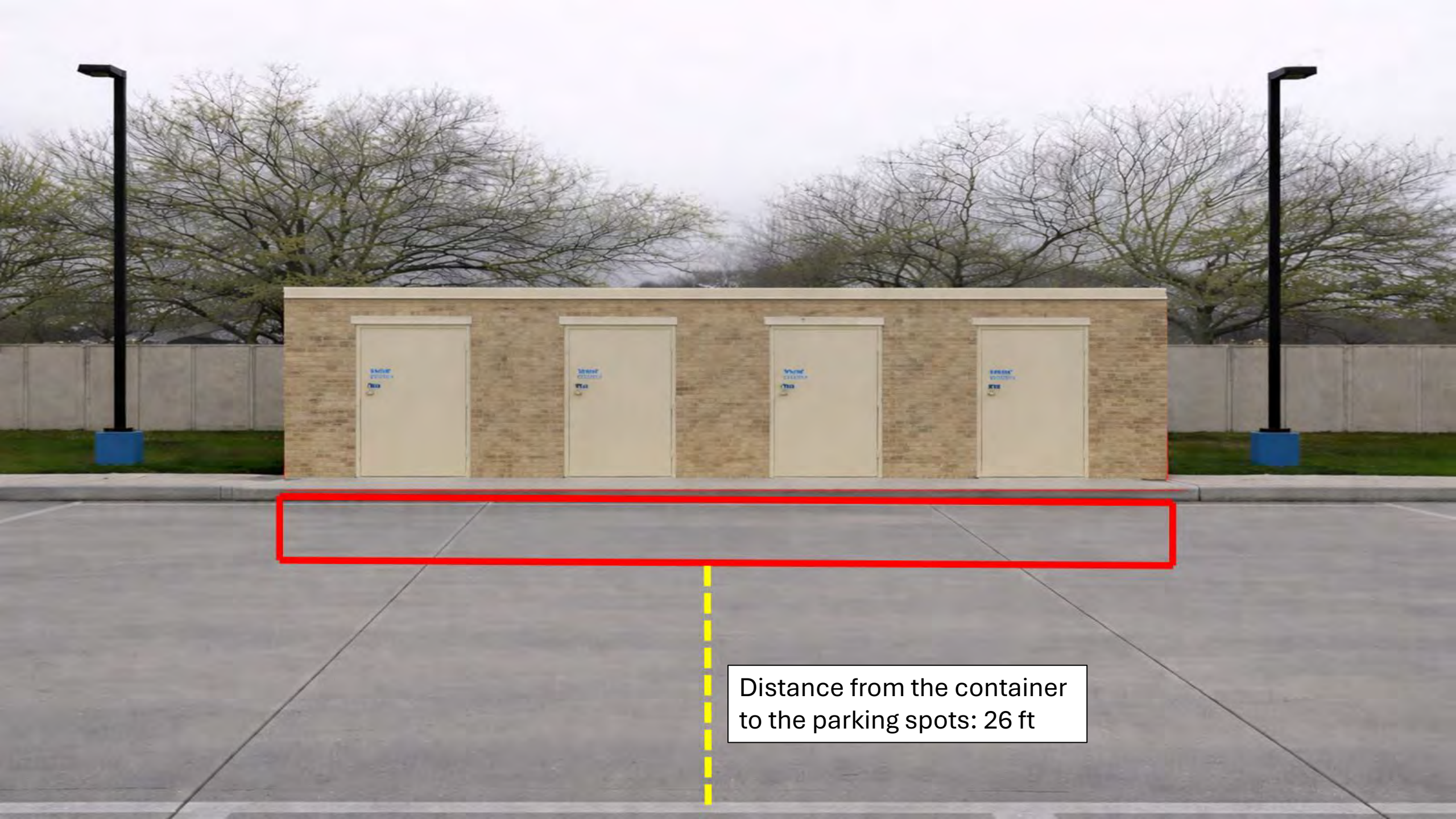
Length
53 ft ▼

Advanced measurements ⓘ ▲

Elevation estimate
Min: 622 ft | Median: 623 ft | Max: 625 ft ▼

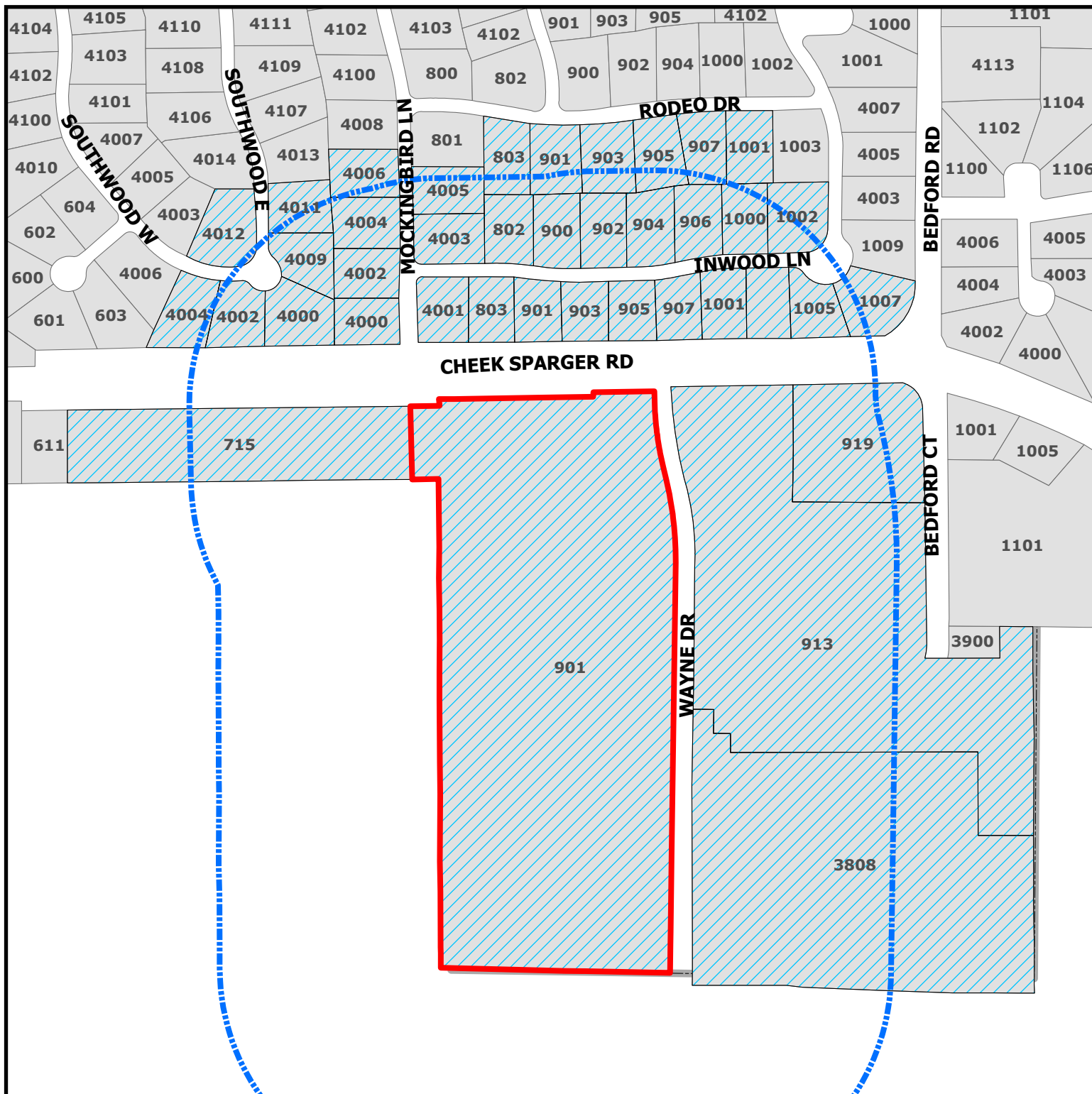
Slope estimate
Min: 1° | Median: 2.9° | Max: 8° ▼

✓ Done



Distance from the container
to the parking spots: 26 ft

Notification Map

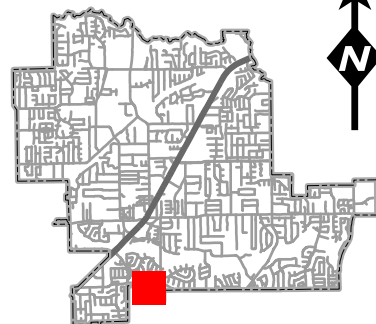


ZC26-006

901 Cheek-Sparger Road

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- Subject Property
- Buffer
- Parcels to be notified





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning & Zoning Commission Meeting: Monday, April 13, 2026 at 7:00p.m.
City Council Meetings: Tuesday, May 5, 2026 & Tuesday, May 12, 2026 at 7:00p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for an accessory building located in a non-residential zoning district on Lot 1R, Block 1, Covenant Christian Academy Addition, being approximately 15.8 acres, and zoned PUD-C Planned Unit Development – Commercial. Accessory buildings require a Special Use Permit in non-residential zoning districts.

Zoning Case: ZC26-006

Applicant: Trey Martinez

Owner: Covenant Christian Academy

Location: 901 Cheek-Sparger Road

Property Description: Lot 1R, Block 1, Covenant Christian Academy Addition

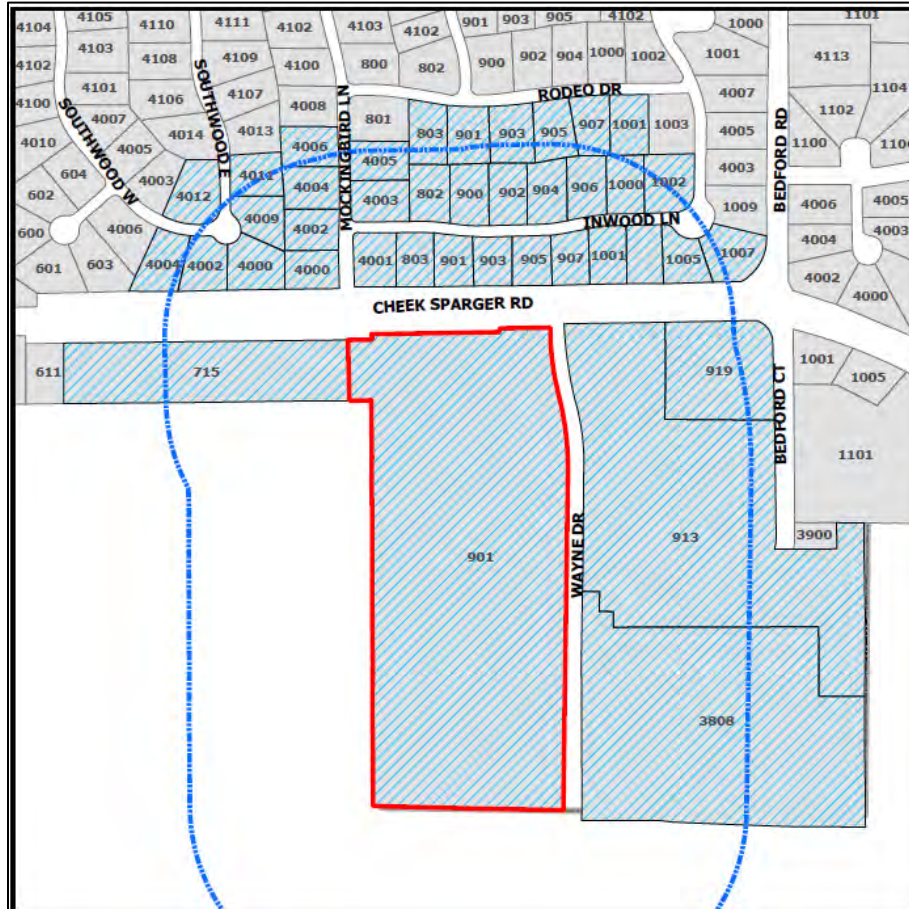
Present Zoning: PUD-C Planned Unit Development – Commercial

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

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

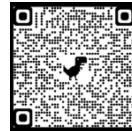
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

NOTICE OF PUBLIC HEARING



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

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



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

Daniel Ponder

Daniel Ponder
Planning Manager

ORDINANCE O-26-2364

AMENDING THE ZONING ON APPROXIMATELY 15.8 ACRES, BEING LOT 1R, BLOCK 1, COVENANT CHRISTIAN ACADEMY ADDITION, LOCATED AT 901 CHEEK-SPARGER ROAD, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR AN ACCESSORY BUILDING; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received a request for a Special Use Permit (Case ZC26-006) to allow for an accessory building for the real property described as Lot 1R, Block 1, Covenant Christian Academy Addition, located at 901 Cheek-Sparger Road, as further described and depicted on Exhibit "A" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned PUD-C Planned Unit Development Commercial; and

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

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

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

Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on the Subject Property, by authorizing a

Special Use Permit to allow for an accessory building, as depicted.

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

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

1. GENERAL

- a. The Special Use Permit shall allow for an accessory building measuring 40 feet in length, 8 feet in width, and 10 feet in height.
- b. The location of the accessory building shall be generally consistent as depicted in yellow on the attached as Exhibit "B".
- c. All requirements of the Land Development Code and ordinances applicable to the property shall be met, except where amended herein.

2. PARKING REQUIREMENTS

- a. Any parking spaces that are removed shall be replaced on the property at a minimum ratio of one (1) parking space provided for each one (1) parking space removed.

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

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

Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or

unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of May 2026.

The second reading and public hearing being conducted on the 12th day of May 2026.

APPROVED BY A VOTE OF ____ AYES, AND ____ NAYS, ON THIS THE 12TH DAY OF MAY 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

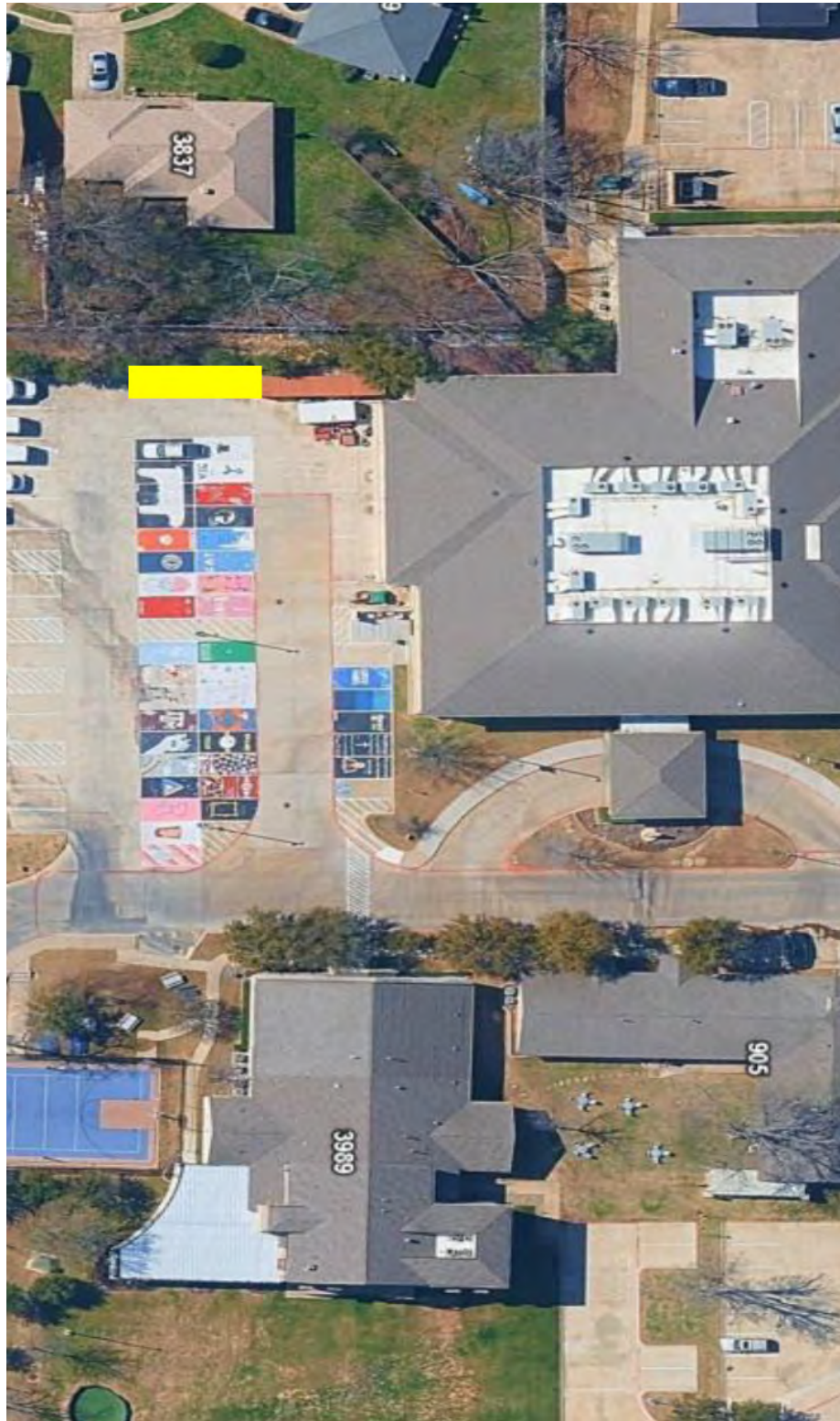
APPROVED AS TO FORM:

Sarah Ross
City Attorney

Exhibit “A” – Aerial Map



Exhibit "B" – Site Plan





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8c

Agenda Date 5/5/2026

Number Ordinance O-26-2365

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC26-008

Explanation

First Reading and Public Hearing

Brian Hendershot, the applicant, has submitted a request for a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, being approximately 0.69 acres, and zoned CC-1 Village Retail.

Analysis: The request is to revise the hours of operation established by Ordinance O-25-2349. The proposed hours are 8:00 a.m. – 11:00 p.m. Monday – Sunday.

Existing Conditions/Background: The subject property, 5201 Colleyville Boulevard, is zoned CC-1 Village Retail and is developed as a restaurant. It is located on the northeast corner of Colleyville Boulevard and Thompson Terrace.

Plat Status: The subject property is platted.

DRC Review: The Development Review Committee reviewed the request during their March 23, 2026, meeting and the case was scheduled for the April 13, 2026, Planning and Zoning Commission meeting.

Surrounding Development: The properties to the north, south, and west are zoned CC-1 Village Retail and are improved with commercial uses. The properties to the east are zoned R-20 Single-Family Residential and are improved with single-family homes.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development.

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

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their April 13, 2026 meeting by a vote of 6-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Ordinances O-25-2349
6. Notification Map
7. Notification Letter
8. Ordinance O-26-2365

Aerial Map

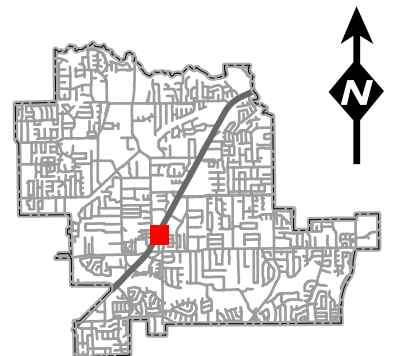


ZC26-008

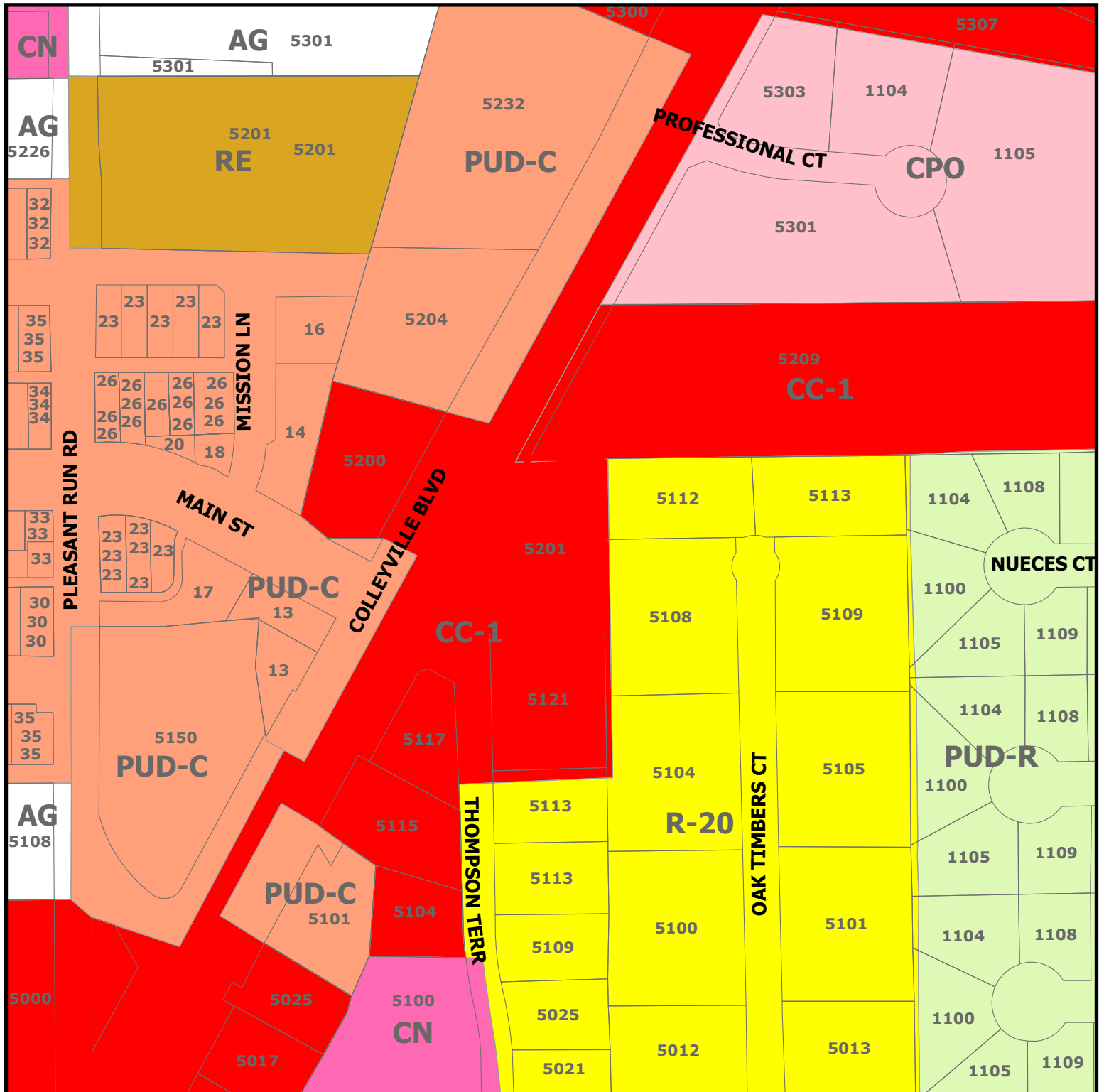
5201 Colleyville Boulevard

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 Subject Property



Zoning Map

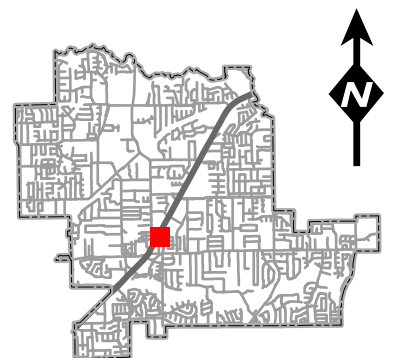


ZC26-008

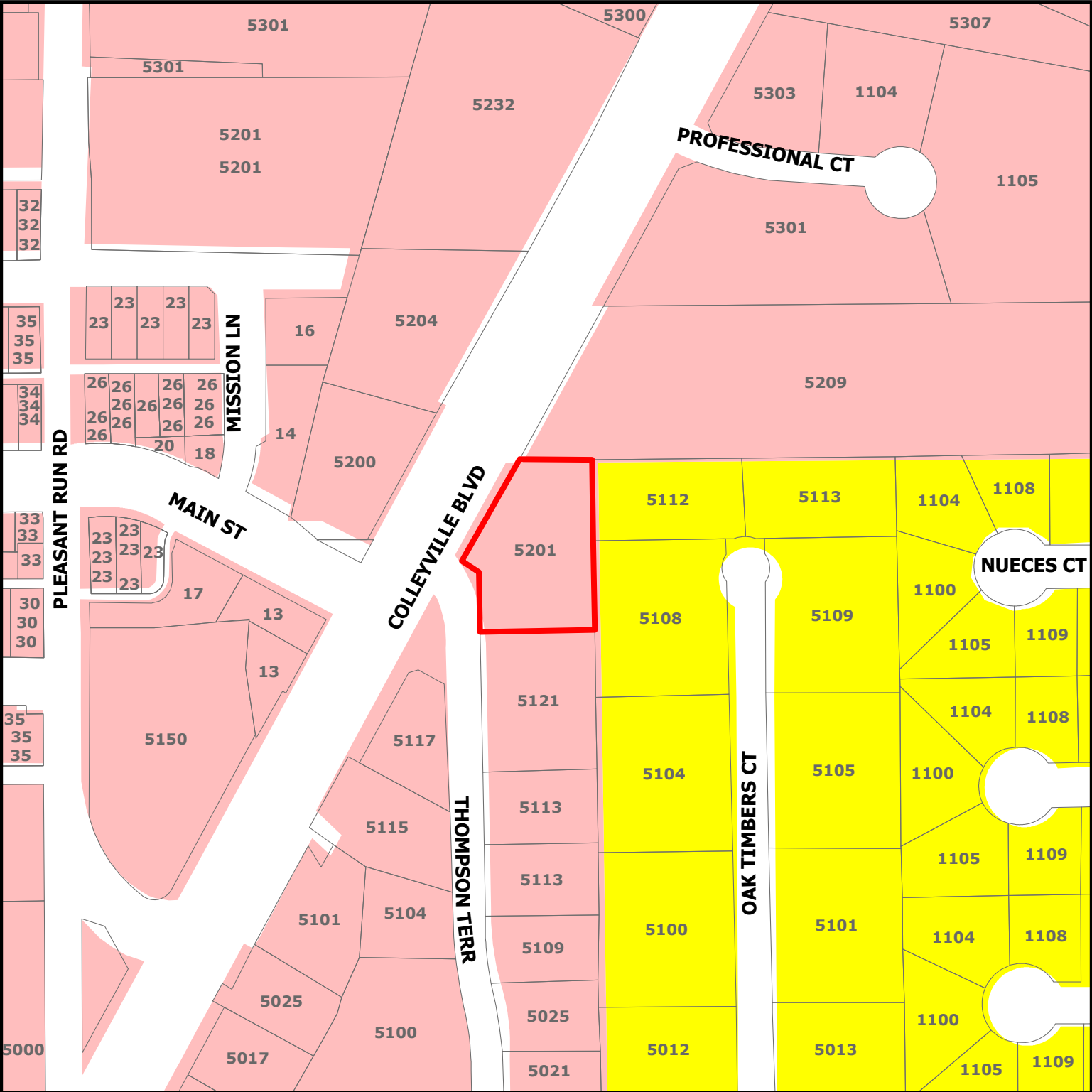
5201 Colleyville Boulevard

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Subject Property



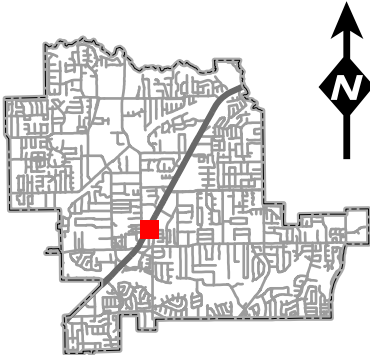
Future Land Use Map



ZC26-008

5201 Colleyville Boulevard

-  Residential
-  Colleyville Blvd Corridor
-  Subject Property



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Our goal remains to become the premier dining destination in the area, which requires ongoing growth and continued investment in our operations. While we do not anticipate any significant changes to our day-to-day operations, our ability to host seasonal or special events is currently limited by the restrictions of the existing use permit.

Under the current permit, we are unable to pursue special event brunches such as those traditionally offered on holidays like Easter, Mother's Day, and Father's Day. These types of events are common in the hospitality industry and are highly anticipated by guests.

Through this application, we are requesting the flexibility to host these occasional events when appropriate. Allowing these opportunities would not alter our regular operations but would enable us to better serve the community while also generating additional revenue and increased sales tax benefits for the area.

ORDINANCE O-25-2349

AMENDING THE ZONING FOR LOT 13R, BLOCK 2 OF THE THOMPSON TERRACES SUBDIVISION, LOCATED AT 5201 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received a request for a Special Use Permit (Case ZC25-022) for the sale of alcoholic beverages for on-premises consumption for the real property described as Lot 13R, Block 2, of the Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, as further described and depicted on Exhibits "A", "B", and "C" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned CC-1 Village Retail; and

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

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

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

Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on the Subject Property, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted.

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

Sec. 4. THAT the Special Use Permit is hereby granted subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "Stone House Restaurant".
- c. Live music shall be limited to acoustic instruments only and shall remain subject to all state and local noise regulations. No amplification or loud speakers shall be used in connection with any live music within the interior or exterior of the premises.
- d. The Special Use Permit shall automatically expire upon the abandonment of the business, a change in the use, or upon the expiration or termination of the Certificate of Occupancy.
- e. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Monday and Tuesday: 4:00 p.m. – 9:00 p.m.

Wednesday – Saturday: 4:00 p.m. – 10:00 p.m.

Closed on Sundays

Sec. 5. THAT any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, as heretofore amended, and upon conviction shall

be punished by a fine set in accordance with Chapter 1, Section 1-6 of the Code of Ordinances for the City of Colleyville.

- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 8th day of October 2025.

The second reading and public hearing being conducted on the 21st day of October 2025.

APPROVED BY A VOTE OF 7 AYES, AND 0 NAYS, ON THIS THE 21ST DAY OF OCTOBER 2025.

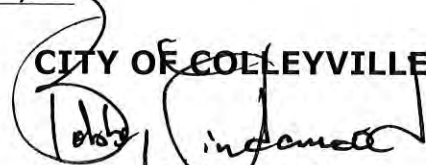
Mayor Bobby Lindamood	<u>Aye</u>	Mark Alphonso, Place 2	<u>Aye</u>
Mayor Pro Tem Brandi Elder	<u>Aye</u>	Ben Graves, Place 4	<u>Aye</u>
Deputy Mayor Pro Tem Scotty Richardson	<u>Aye</u>	Tim Raine, Place 6	<u>Aye</u>
Kimberly Holt Gunderson, Place 5	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Bobby Lindamood
Mayor

APPROVED AS TO FORM:



Whitt Wyatt
City Attorney

Exhibit "A" – Zoning Map

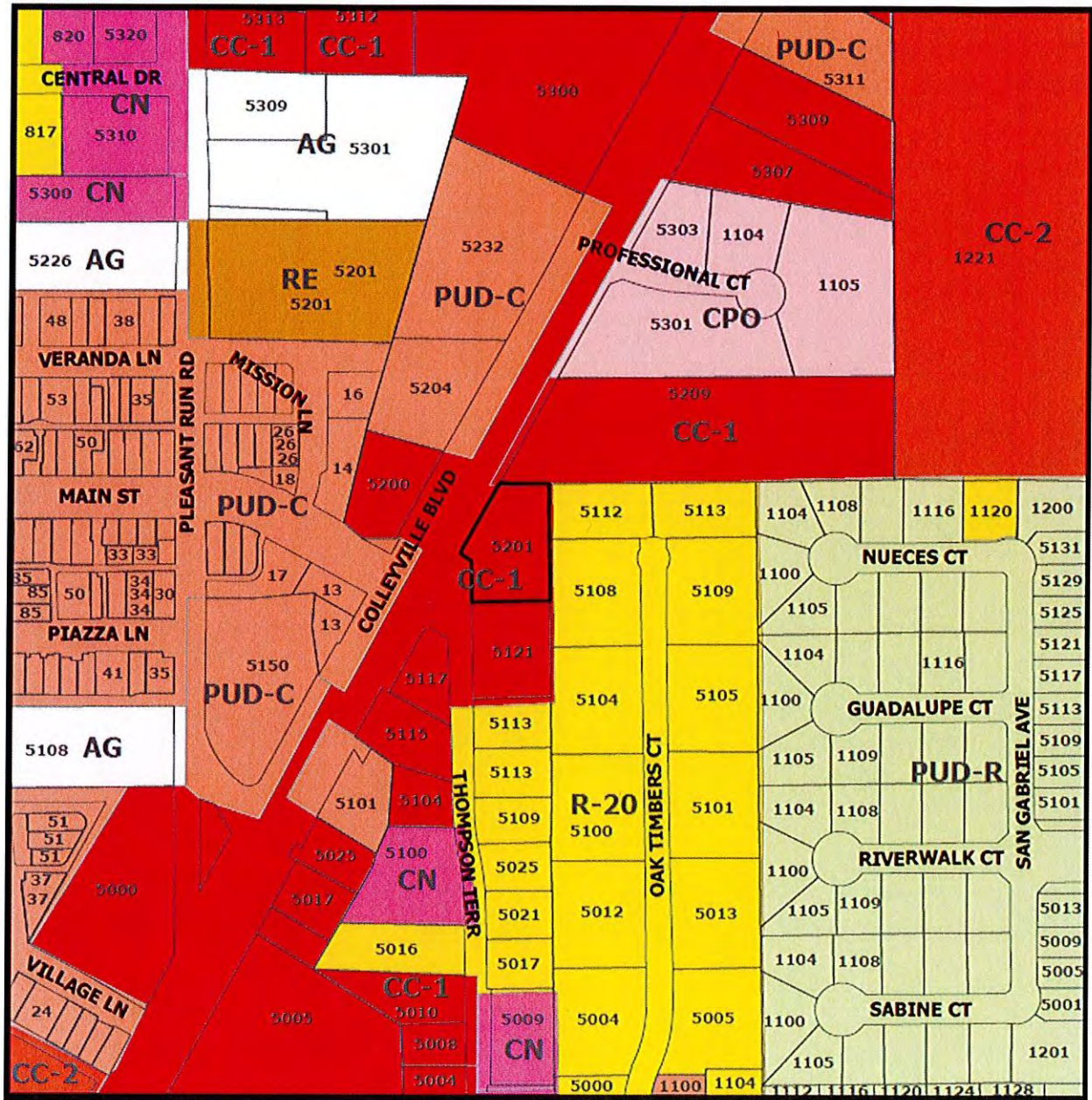
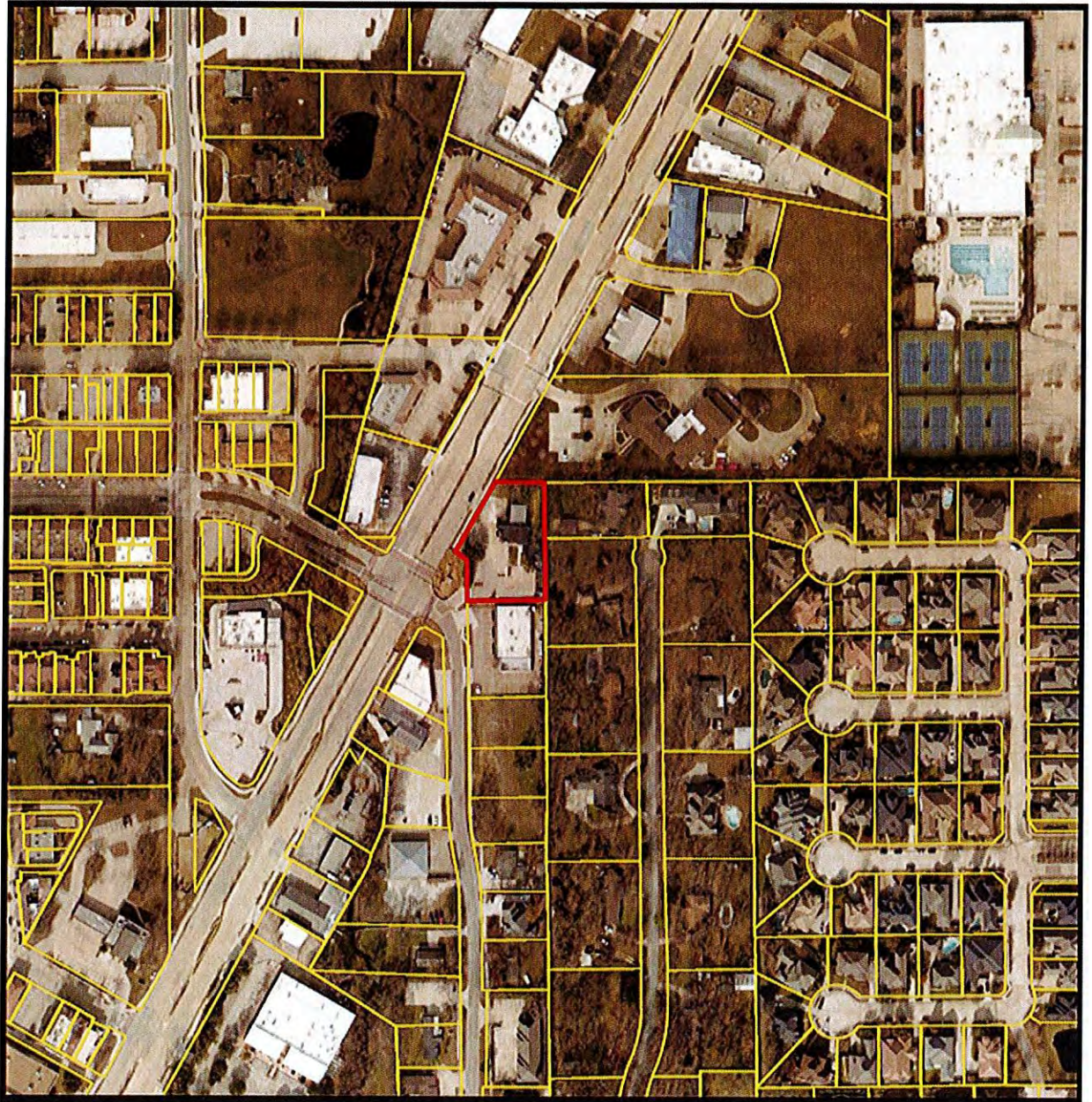
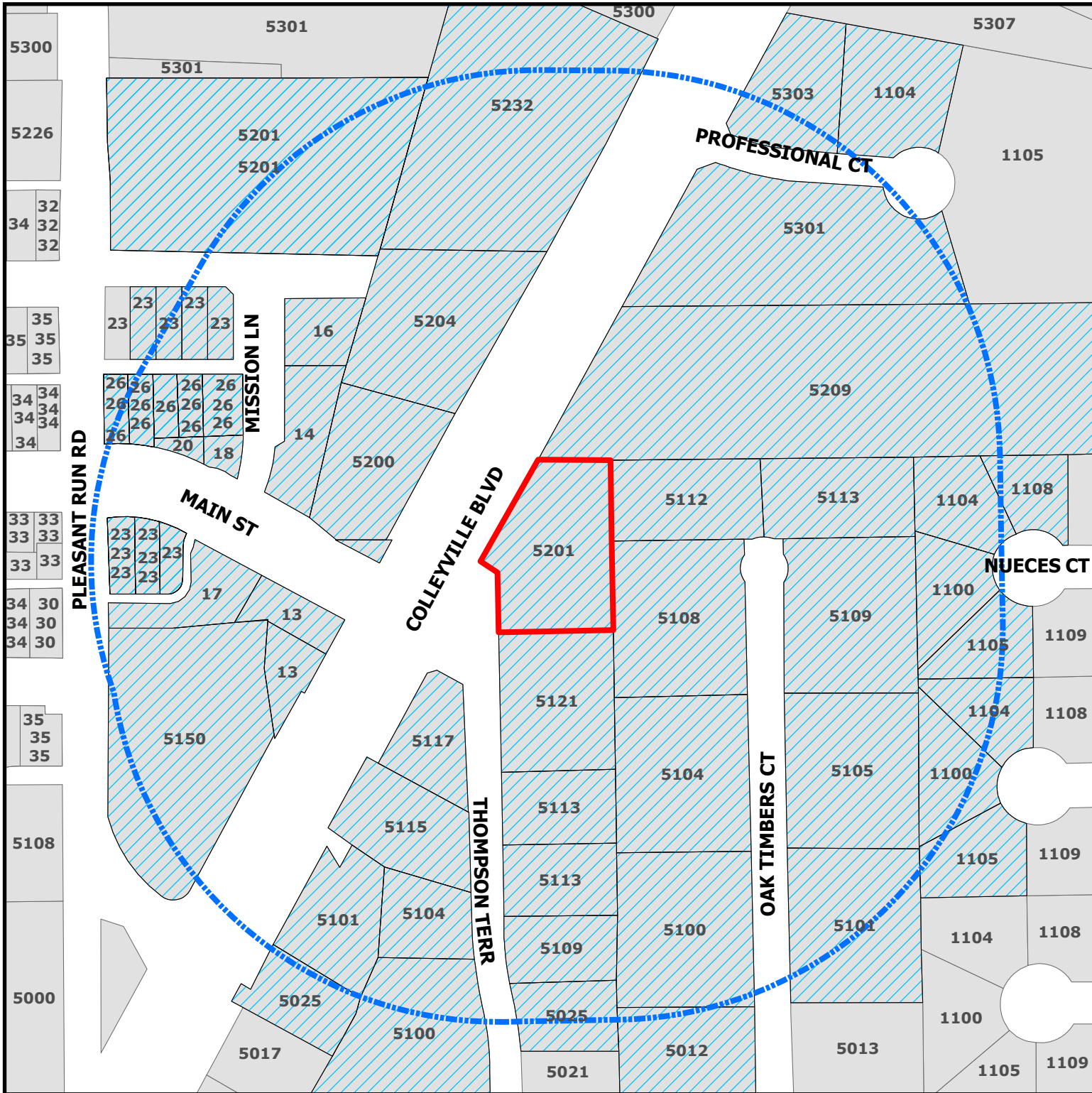


Exhibit "B" – Aerial Map



Notification Map

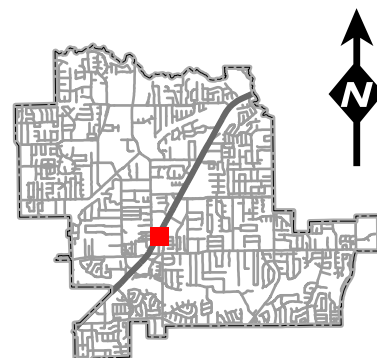
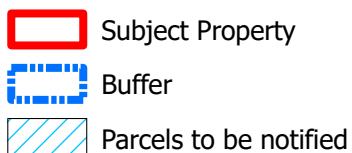


ZC26-008

5201 Colleyville Boulevard

DISCLAIMER:

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





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning & Zoning Commission Meeting: Monday, April 13, 2026, at 7:00 p.m.
City Council Meetings: Tuesday, May 5, 2026 & Tuesday, May 12, 2026, at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, being approximately 0.7 acres, and zoned CC-1 Village Retail. The request is to revise the hours of operation established by Ordinance O-25-2349. The proposed hours would be 8:00 a.m. to 10:00 p.m., Monday through Sunday.

Zoning Case: ZC26-008

Applicant: Brian Hendershot

Owner: Sunder Holdings LLC.

Location: 5201 Colleyville Boulevard

Property Description: Lot 13R, Block 2, Thompson Terraces Subdivision

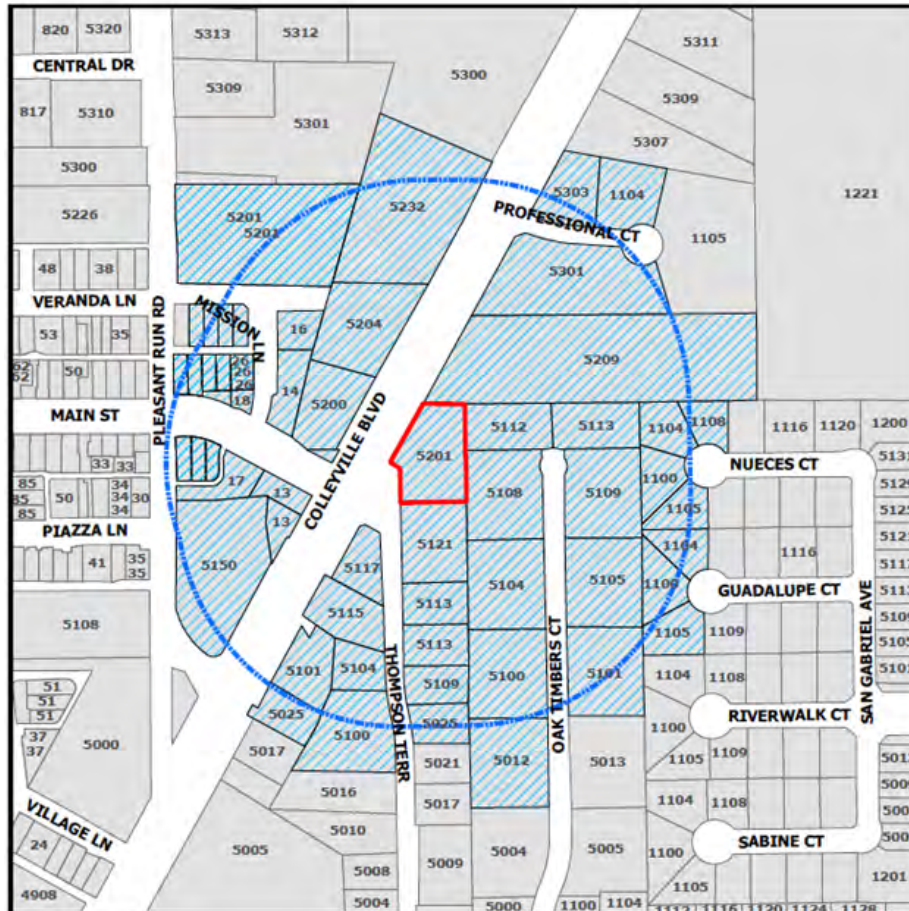
Present Zoning: CC-1 Village Retail

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

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

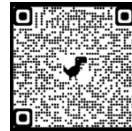
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
CitizenLetters@colleyville.com

NOTICE OF PUBLIC HEARING



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

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



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

Daniel Ponder

Daniel Ponder
Planning Manager

ORDINANCE O-26-2365

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 13R, BLOCK 2, OF THE THOMPSON TERRACES SUBDIVISION, LOCATED AT 5201 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for On-premises Consumption of Alcohol (Case ZC26-008); and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 13R, Block 2, of the Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, by authorizing a Special Use Permit for the sale of Alcoholic

Beverages for On-premises Consumption, as depicted on Exhibit "B".

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

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

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "Stone House Restaurant".
- c. Live music shall be limited to acoustic instruments only and shall remain subject to all state and local noise regulations. No amplification or loud speakers shall be used in connection with any live music within the interior or exterior of the premises.
- d. The Special Use Permit shall automatically expire upon the abandonment of the business, a change in the use, or upon the extermination or termination of the Certificate of Occupancy.
- e. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Monday – Sunday: 8:00 a.m. – 11:00 p.m.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance 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. 6. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of May 2026.

The second reading and public hearing being conducted on the 12th day of May 2026.

APPROVED BY A VOTE OF ____ AYES, AND ____ NAYS, ON THIS THE 12TH DAY OF MAY 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

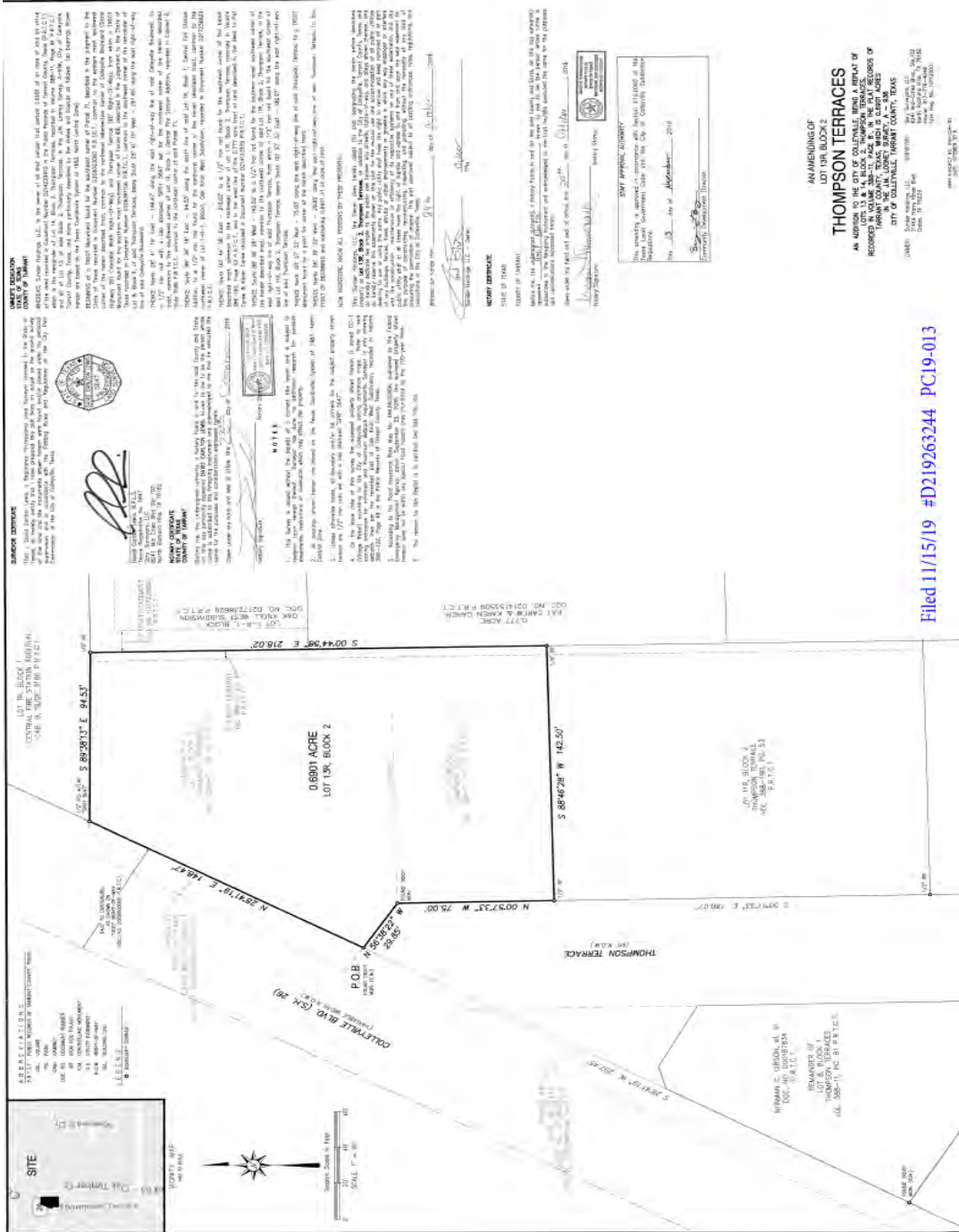
APPROVED AS TO FORM:

Sarah Ross
City Attorney

Exhibit "A" – Aerial Map



Exhibit "B" – Property Survey



Filed 11/15/19 #D219263244 PC19-013



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8d

Agenda Date 5/5/2026

Number Ordinance O-26-2366

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a Charitable Donation Station on Lot 8, Block 6R, Woodbriar Estates West Addition, zoned CC-3 Highway Commercial, located at 3901 Colleyville Boulevard, Case ZC26-010

Explanation

First Reading and Public Hearing

Nancy Hernandez Garcia, the applicant, has submitted a request for a Special Use Permit for a Charitable Donation Station on Lot 8, Block 6R, Woodbriar Estates West Addition, being approximately 2.7 acres, and zoned CC-3 Highway Commercial.

Analysis: The request is to allow for a Charitable Donation Station, which requires the approval of a Special Use Permit in accordance with the Land Development Code Section 3.24.

Existing Conditions/Background: The subject property, 3901 Colleyville Boulevard, is zoned CC-3 Highway Commercial and is developed with a commercial use. It is located on the southeast corner of Colleyville Boulevard and Cheek-Sparger Road.

Plat Status: The subject property is platted.

DRC Review: The Development Review Committee reviewed the request during their March 23, 2026, meeting and the case was scheduled for the April 13, 2026, Planning and Zoning Commission meeting.

Surrounding Development: The properties to the north and west are zoned CC-3 Highway Commercial and are improved with commercial uses. The properties to the east are zoned PUD-C Planned Unit Development - Commercial and are improved with commercial uses. The properties to the south are zoned PUD-R Planned Unit Development – Residential and CN Neighborhood Commercial and are developed with single-family homes and commercial uses.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development. The proposed request for commercial development complies with the future land use designation.

Public Notification: Staff mailed notices to all property owners within 500 feet as well

as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their April 13, 2026 meeting by a vote of 6-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Notification Map
6. Notification Letter
7. Ordinance O-26-2366

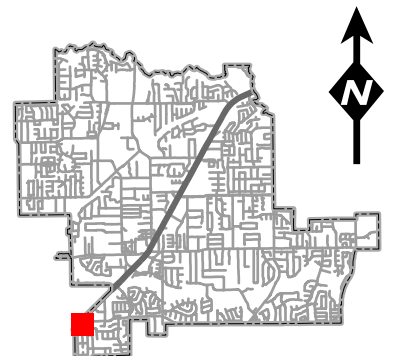
Aerial Map



ZC26-010

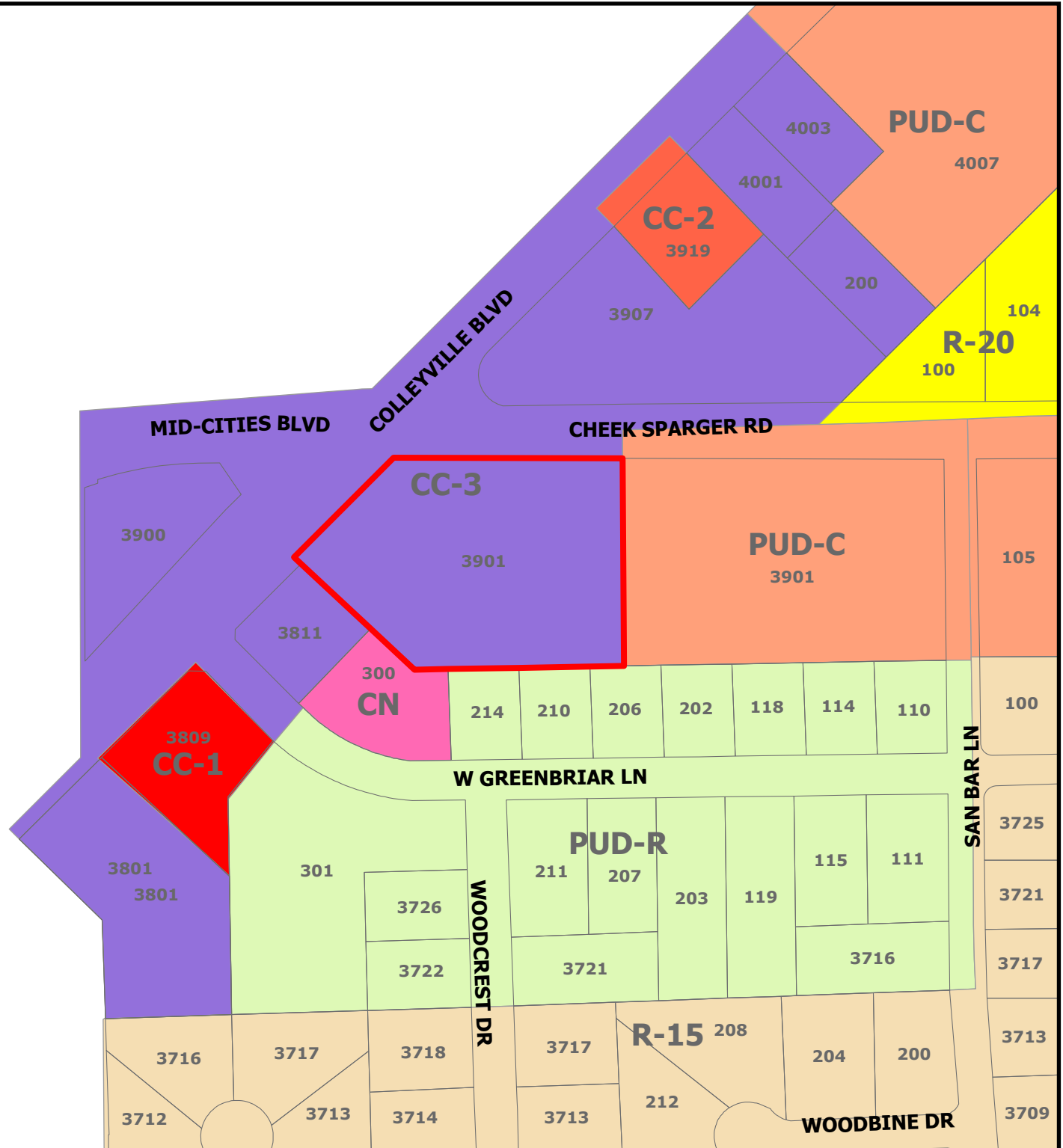
3901 Colleyville Boulevard

 Subject Property



DISCLAIMER:
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Zoning Map



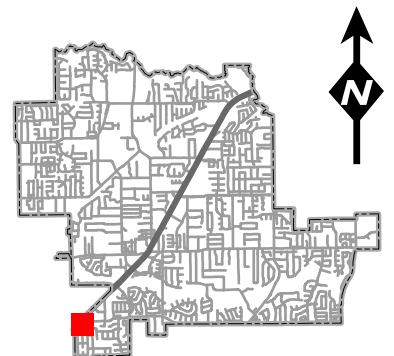
ZC26-010

3901 Colleyville Boulevard

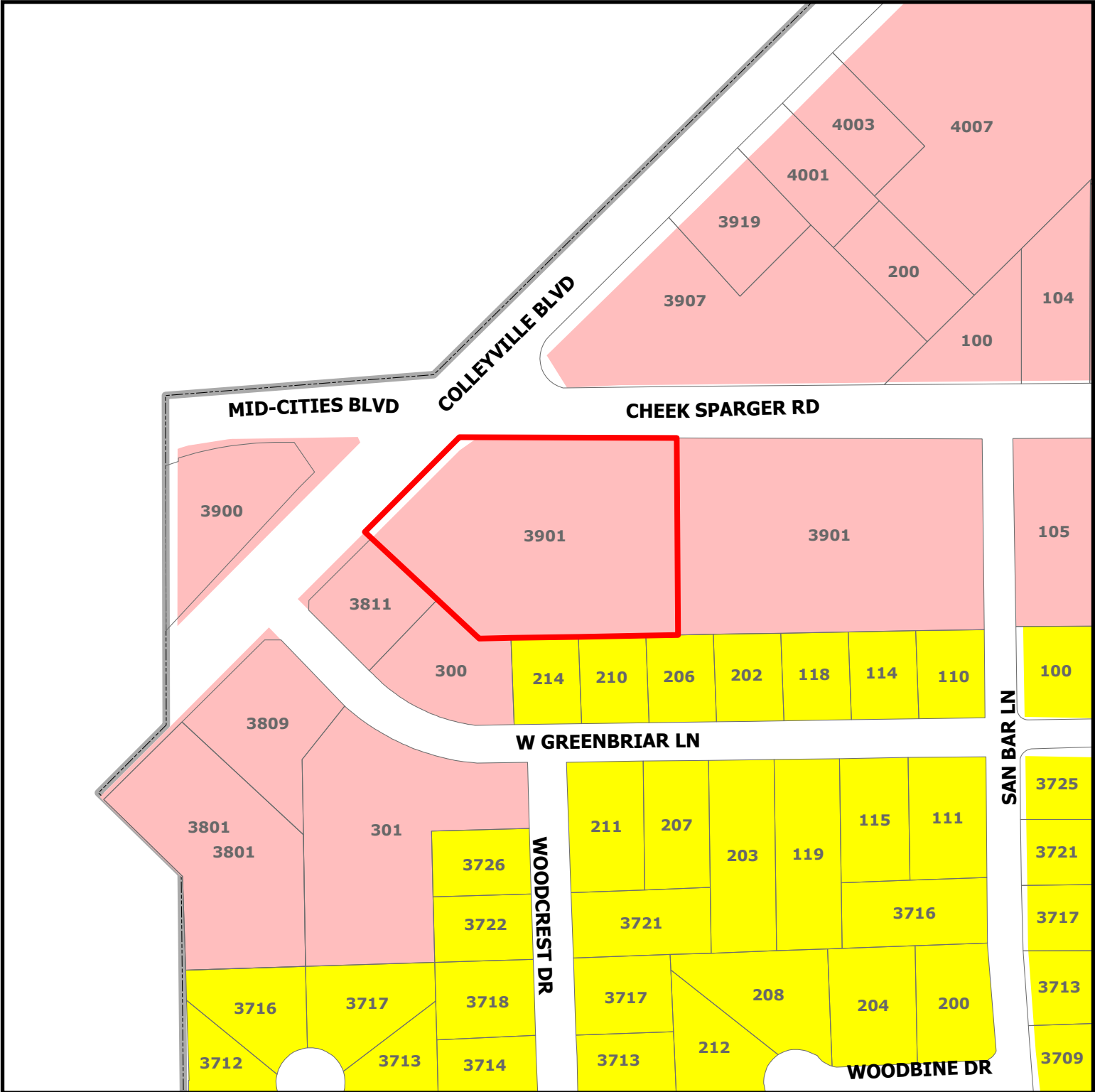


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Subject Property



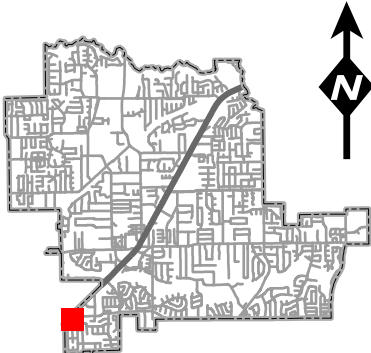
Future Land Use Map



ZC26-010

3901 Colleyville Boulevard

- Residential
- Colleyville Blvd Corridor
- Subject Property



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Project Info:
 Thrift Giant
 4901 Colleyville Blvd.
 Colleyville TX 76044
 North Area: 2,000sf
 Building Area: 30,000sf
 Zoning: CC-3
 Occupancy: Mercantile
 Current Use: Retail
 Proposed Use: Retail
 Construction Type: IIB
 Fire Sprinkled
 Fire Alarm
 Occ. Load Factor: 60gross
 Occ. Load: 500 persons
 Egress Factor: 0.2
 Egress Width Reqrd: 100"
 Egress Width Pvd: 144"
 Exit Exits Req'd: 2
 Exit Exits Pvd: 3

Governing Codes:

- 2024 Int'l Bldg. Code
- 2024 Int'l Mech. Code
- 2024 Int'l Plbg. Code
- 2024 Int'l Energy Cons
- 2024 Exst'g Bldg.Code
- 2021 Int'l Fire Code
- 2023 Nat'l Elect. Code

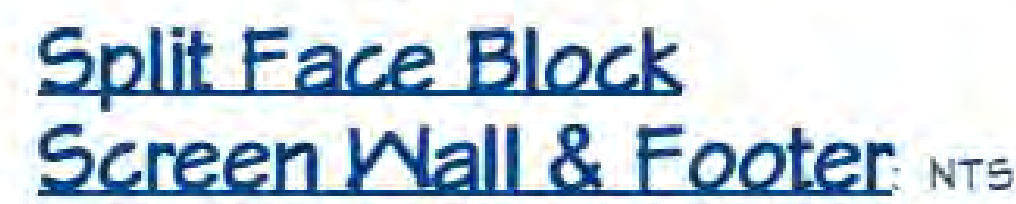
Drawing List: Date:

01 - Job info	2/28/26
02 - Elevations	2/28/26
03 - Plans	2/28/26
01 - Site	2/28/26
02 - Site Dets.	2/28/26
03 - Old Fire Ln	2/28/26
01 - ADA/TAS	2/28/26
01 - Drop Plan	3/17/26
02 - Drop Prsp.	3/17/26

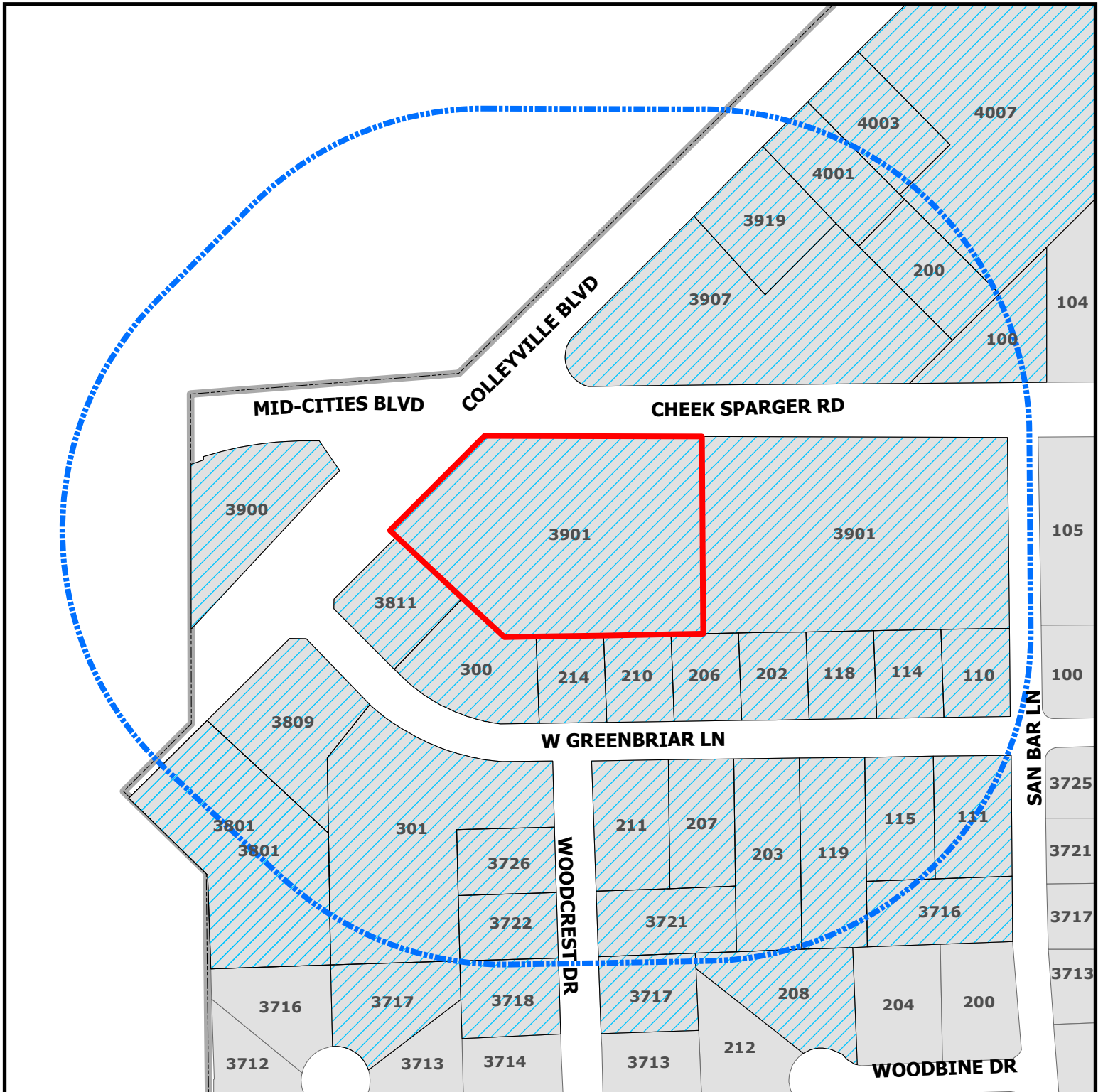
#	DATE	BY	DESCRIPTION
1	2026/11/21	MEA	CONCEPT
2	2026/2/16	MEA	PERMIT
3	2026/2/27	MEA	FINAL LANDSCAPE
4	2026/3/2	MEA	DEL-SIGN-CRNR-LANDSCP JOE
5	260317	MEA	PROPOSED DROP SUP

Project:
Thrift
Giant
3901
Colleyville
Blvd.
Colleyville
TX 76034

SHEET:
D1



Notification Map

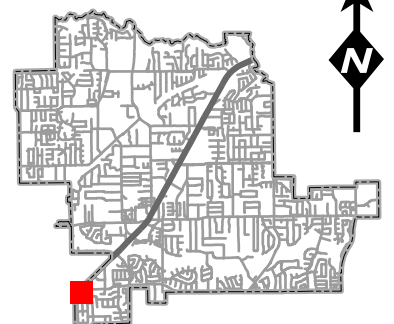


ZC26-010

3901 Colleyville Boulevard

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-  Subject Property
-  Buffer
-  Parcels to be notified





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning & Zoning Commission Meeting: Monday, April 13, 2026, at 7:00 p.m.
City Council Meetings: Tuesday, May 5, 2026 & Tuesday, May 12, 2026, at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a Charitable Donation Station on Lot 8, Block 6R, Woodbriar Estates West Addition, being approximately 2.7 acres, and zoned CC-3 Highway Commercial. The request is to allow for a donation station drive-through.

Zoning Case: ZC26-010

Applicant: Nancy Hernandez Garcia

Owner: ICA Properties Inc.

Location: 3901 Colleyville Boulevard

Property Description: Lot 8, Block 6R, Woodbriar Estates West Addition

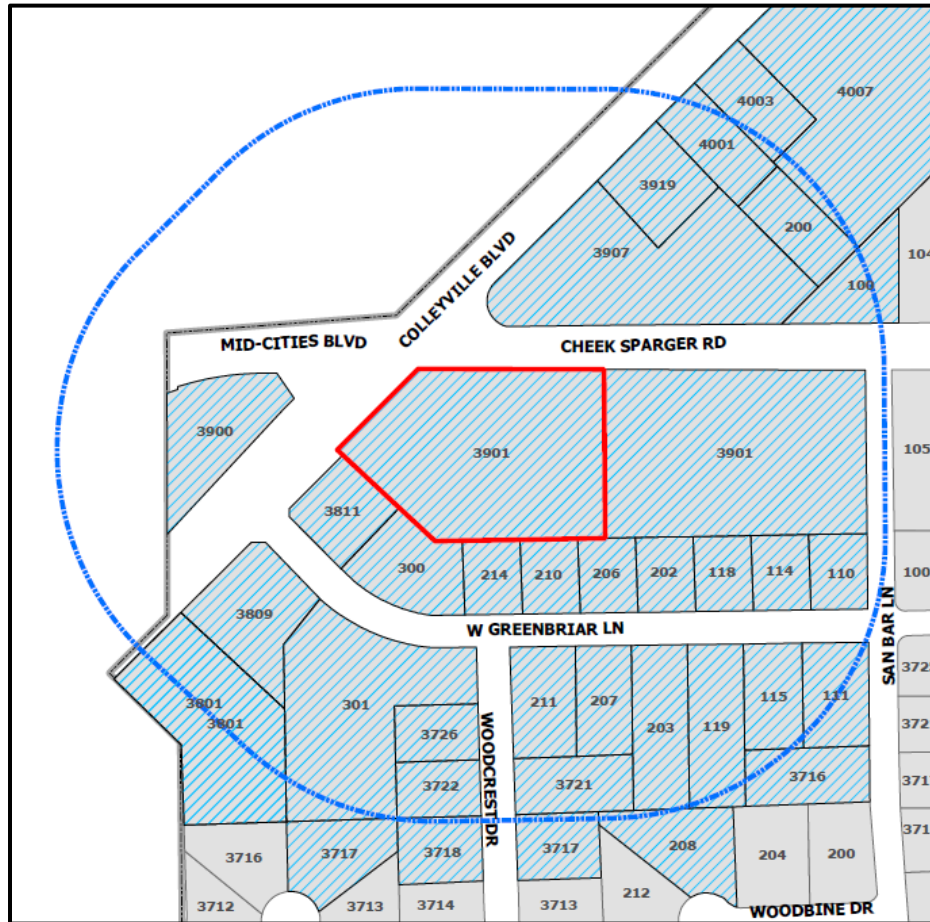
Present Zoning: CC-3 Highway Commercial

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

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

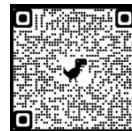
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
CitizenLetters@colleyville.com

NOTICE OF PUBLIC HEARING



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

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



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

Daniel Ponder

Daniel Ponder
Planning Manager

ORDINANCE O-26-2366

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 2.7 ACRES, BEING LOT 8, BLOCK 6R, WOODBRIAR ESTATES WEST ADDITION, LOCATED AT 3901 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR A CHARITABLE DONATION STATION; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit to allow for a Charitable Donation Station (Case ZC26-010); and

WHEREAS, the Subject Property is presently zoned CC-3 Highway Commercial; and

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for a Charitable Donation Station on 2.7 acres, being Lot 8, Block 8R, Woodbriar Estates West Addition, located at 3901 Colleyville Boulevard, as depicted on the attached as Exhibit "A".

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

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

1. GENERAL

- a. The Special Use Permit shall allow a Charitable Donation Station.
- b. It shall be generally consistent with the site plan and as depicted on the attached Exhibit "B".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the primary use of the building, a change in ownership, or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance 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. 5. 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. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of May 2026.

The second reading and public hearing being conducted on the 12th day of May 2026.

APPROVED BY A VOTE OF __ AYES, AND __ NAYS, ON THIS THE 12TH DAY OF MAY 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:

Sarah Ross
City Attorney

[illegible]



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8e

Agenda Date 5/5/2026

Number Ordinance O-26-2367

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the Land Development Code Chapter 3, Land Use, which includes edits throughout the chapter related to outdoor storage and display, Case GC26-005

Explanation

First Reading and Public Hearing

Staff has prepared an amendment to the Land Development Code Chapter 3, Land Use, which would amend sections of the code that relate to outdoor storage and display. The purpose of the amendment is to remove outdoor storage and display as permitted uses. All uses which allow outdoor storage and display will require Special Use Permit approval.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendment at their April 13, 2026 meeting by a vote of 6-0.

Attachments

1. Proposed Chapter 3 Amendments
2. Ordinance O-26-2367

Section 3.21 CC-3 – Highway Commercial District

A. Purpose – This district would permit uses that do not fit within the retail or manufacturing categories. Service and retail uses associated with outdoor storage, noise, especially auto repair and service and others would be permitted. The minimum lot size is less than the Shopping Center District to allow for more flexibility of uses. It is anticipated that most of these districts would not be located near residential districts.

B. Permitted Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

C. Special Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

D. Site Requirements

General Requirements:	PRIMARY USE & STRUCTURE:	Accessory Use & Structure:
Minimum lot size: 10,000 s.f.	Minimum setbacks:	Permitted as per Sec. 3.24 & 3.27
Maximum lot size: none	front: 40 ft.	
Minimum lot width at front setback line: 150 ft.	side abutting residential: 25 ft.	
Minimum lot depth 120 ft.	side abutting non-residential: 15 ft.	
Maximum lot coverage 70%	rear abutting residential: 25 ft.	
	rear abutting non-residential 10 ft.	
	Max. Building height in stories: 2 st.	
	Max. building height in feet: 35 ft.	
	Max. building height adj. to residential district: see Sec. 3.24 (A&B)	

E. Supplementary Requirements

General: - outdoor storage is permitted by Special Use Permit - uses adjacent to single family uses must be screened as per Sec. 3.24 - may be operated 24 hours/day.	Landscaping Plans: - required as per Chapter 4 Commercial Bldg. Design Stds: - as required per Chapter 6	Off-Street Parking: - as required by Sec. 3.29 Site Plans: - plans must be submitted in accordance with Sec. 3.31
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Section 3.22 ML – Light Manufacturing District

A. Purpose – This district would permit uses that involve the fabrication of products or have outdoor storage, noise, odors or other objectionable aspects that would not be compatible in retail or service areas. This district is limited to those uses that are not retail in nature or in some cases those that need outdoor space.

B. Permitted Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

C. Special Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

D. Site Requirements

General Requirements: Minimum lot size: 10,000 s.f. Maximum lot size: none Minimum lot width at front Setback line: 100 ft. Minimum lot depth 120 ft. Maximum lot coverage 60%	PRIMARY USE & STRUCTURE: Minimum setbacks: front: 40 ft. side abutting residential: 25 ft. side abutting non-residential: 15 ft. rear abutting residential: 25 ft. rear abutting non-residential 10 ft. Max. Building height in stories: 2 st. Max. building height in feet: 35 ft. Max. building height adj. To residential district: see Sec. 3.24 (A&B)	Accessory Use & Structure: Permitted per Sec. 3.24 & 3.27
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E. Supplementary Requirements

General: - outdoor storage is permitted by Special Use Permit - uses adjacent to single family uses Must be screened as per Sec. 3.24 - may be operated 24 hours/day.	Landscaping Plans: - required as per Chapter 4 Commercial Bldg. Design Stds: - as required per Chapter 6	Off-Street Parking: - as required by Sec. 3.29 Site Plans: - plans must be submitted in accordance with Sec. 3.31
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Section 3.24 Schedule of Permitted Uses

- A. General Requirement and Symbols Used – Land and buildings may be used in accordance with Table 3.24.C, *Schedule of Permitted Principal Uses* and the additional requirements of this section. The following symbols are used in Table 3.24.C, *Schedule of Permitted Principal Uses*:
1. *Permitted Uses* – A “P” in a cell indicates that the use is allowed by right as the principal use in the applicable zoning district in accordance with Table 3.24.C, *Schedule of Permitted Principal Uses*.
 2. *Specific Uses* – An “S” in a cell indicates that the use may be allowed with the approval by the City Council of a Special Use Permit following the applicable review and approval procedures.
 3. *Prohibited Uses* – An empty cell indicates that the land use is prohibited in the applicable zoning district, unless otherwise allowed with the approval by the City Council of an ordinance establishing a Planned Unit Development District, or authorized by a Special Use Permit, or in conformance with the provisions contained in Section 3.6.B-*Classification of New and Unlisted Uses*.

Table 3.24.B- - Schedule of Permitted Principal Uses																		
Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards or Section Ref.	Parking Group	
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
A. RESIDENTIAL ACCOMODATION USES																		
Single Family Detached Dwelling	P	P	P	P	P	P	P	P	P							6	3	
Duplex – Attached Dwelling							S	S								6	2	
Townhome – Attached Dwellings								S								6	4	
Multi-family – Attached Dwellings								S								6	4	
HUD Code Manufactured Housing									P							6	2	
Assisted Living Facilities	PUD only																17	
Bed and Breakfast Lodging	S	S	S	S	S	S	S	S								1,6	18	
Private (HOA) Recreational Facilities		P	P	P	P	P	P	P	P								5	
B. ACCESSORY USES																		
Accessory Building	P	P	P	P	P	P	P	P	P	S	S	S	S	S	S	Sec. 3.27	n.a.	
Carport	S	S	S	S	S	S	S	S	S							Sec. 3.27.C	n.a.	
Home Occupations Uses	P	P	P	P	P	P	P	P	P							6	n.a.	
Accessory Dwelling	P	P	S	S											S	11	1	
C. AGRICULTURAL USES																		
Commercial equestrian boarding stable and school	P	S															25	
Crop Farming	P	P															n.a.	
Livestock raising and breeding	P	P														8	n.a.	
Private horse stables for domestic use	P	P	P	S	S												n.a.	
Roadside produce stands (year round)	S	S															n.a.	
D. UTILITY USES																		
Electrical Substations	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		21	

Public Utility Supply and Storage Yards	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	24	
Table 3.24.B- - Schedule of Permitted Principal Uses																	
Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML		
Telecommunications Towers	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	2	21
Water Pumping Stations	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		24
Wind Driven Generators	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	14	n.a.
E. PUBLIC AND INSTITUTIONAL USES																	
Colleges or Universities										S	S	S	S	S	S		12
Community Centers or Recreation Centers	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		5
Government Buildings, Offices and Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		8
Fire Stations / Police Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		16
Golf Courses – Public Owned	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		22
Government Maintenance Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		25
Libraries										P	P	P	P	P	P		9
Museums										P	P	P	P	P	P		8
Post Office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		10
Parks and Open Space Areas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		25
Public Maintenance and Storage Buildings	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		25
Private Schools – Elementary and Secondary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		13
Private Schools – High School	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		14
Public Schools – Elementary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		13
Public Schools – High School	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		14
Religious Institutions	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		18
F. OFFICE USES																	

Accountant's Offices											P	P	P	P	P	S		8
Advertising Agencies											P	P	P	P	P	S		8
Table 3.24.B- - Schedule of Permitted Principal Uses																		
Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Attorney Offices											P	P	P	P	P	S		8
Chiropractic Clinics											P	P	P	P	P	S		8
Emergency Clinic (24 hrs.)													S	P	P	S	7	6
Engineering, Architect's, and Surveyor's Offices											P	P	P	P	P	S		8
General Business Offices not elsewhere listed											P	P	P	P	P	S		8
Insurance Agencies											P	P	P	P	P	S		8
Management and Public Relations Services Offices											P	P	P	P	P	S		8
Optometrist Office											P	P	P	P	P	S		8
Psychologist Offices											P	P	P	P	P	S		8
Physician's or Dentist's Offices											P	P	P	P	P	S	4	7
Real Estate Agency Offices											P	P	P	P	P	S		8
Security Broker Offices											P	P	P	P	P	S		8
Telemarketing Offices													P	P	P	S		5
Title Abstract Offices											P	P	P	P	P	S		8
Trade or Business Schools													S	S	S	P		15
Travel Agency / Airline Ticket Offices											P	P	P	P	P	S		8
G. RETAIL AND SERVICE USES																		
Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premises Consumption													S	S	S		9	n.a.
Alcoholic Beverage Sales – On-premises Consumption													S	S	S		9	n.a.

Package Store Sales – Off-premises Consumption														S	S	S		9	n.a.
Alcohol or Drug Treatment Center												S	S	S	S	S	S		24
Antique Stores														P	P	P			7
Table 3.24.B- - Schedule of Permitted Principal Uses																			
Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group	
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML				
Apparel and Accessory Stores													P	P	P			7	
Arts and Crafts Stores and Hobby Shops													P	P	P			7	
Bakery Stores													P	P	P			7	
Banks, Credit Unions and Financial Institutions												P	P	P	P			8	
Barber Shops and Beauty Shops												P	P	P	P			7	
Bicycle Shops													P	P	P			7	
Book, Stationary or Greeting Card Shops													P	P	P			7	
Camera or Music Stores													P	P	P			7	
Carnivals and Circuses													S	S				24	
CBD Store														S	S			7	
Cemeteries or Mausoleums											S	S	S	S	S	S		24	
Charitable Donation Station													S	S	S			24	
Civic, Social or Fraternal Organizations											S	S	P	P				7	
Convenience Stores with gasoline sales													S	S	S	S		7	
Copy Centers/Print Shops											S	S	P	P	P	P		7	
Dance Studios, Martial Arts Studios, and Cheerleading & Gymnastics Facilities												S	P	P	P	P		7	
Day Care Centers											S	S	S	S	S			11	
Department Stores													P	P	P			7	
Dog Boarding with indoor and/or outdoor kennels														S	S	S		8	

Dog Grooming														S	S	S		8
Dry Cleaner Pick-up Stations												S	P	P	P			7
Dry Cleaners (up to 5,000 s. f. w/on-site laundry)													P	P	P			7
Equipment Rental and Leasing Stores															S	P		7
Table 3.24.B- - Schedule of Permitted Principal Uses																		
Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Florist Shops											P	P	P	P				7
Food Catering													S	S	P			8
Funeral Homes												S	S	S				24
Furniture and Appliance Stores												P	P	P				9
General Retail Store (not listed elsewhere)												S	S	S				7
Grocery Stores												P	P	P		12		7
Hardware, electrical & plumbing w/o outside display											P	P	P	P				
Hardware, electrical & plumbing with outside display													S	S	S			
Hospitals												S	S	S				24
Hotels and Motels												S	P	P				19
Home Decoration Stores											P	P	P	P				7
Jewelry Stores											P	P	P	P				7
Locksmiths											S	S	S	S	P			8
Massage Therapy (Licensed and Unlicensed)												S	S	S		16		7
Mailing and Shipping Stores											P	P	P	P	P			7
Meat or Fish Market												P	P	P				7
Nurseries and Greenhouses with outside display													S	S	S			16
Pawn Shops															S			7

Pet Stores														P	P	P			7
Pharmacy													S	P	P	P			7
Photography Studios													P	P	P	P	P		8
Purchasing and/or resale of precious metals including jewelry, gem stones, gold, silver, and platinum and not licensed as a Pawn Shop by the State of Texas																	S		7
Restaurants, Cafes and Cafeterias														P	P	P			5

Table 3.24.B- - Schedule of Permitted Principal Uses																			
Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group	
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML				
Restaurants with drive-in or drive-thru service													P	P				5	
Secondhand goods shop												S	S	S				7	
Self-service Laundries											S	S	S	S				7	
Short Term Loans (Title/Payday)															S			7	
Sporting Goods Store												P	P	P					
Shoe Repair Shops												P	P	P				8	
Tailor and Alteration Shops											P	P	P	P				8	
Veterinarian Clinic with indoor and/or outdoor kennels													S	S	S	3, 4		8	
Video Rental and Sales Stores												P	P	P				7	
Wedding Chapels												S	S	S	S			24	
H. RECREATIONAL AND ENTERTAINMENT USES																			
Adult Entertainment Establishments	See section 22-5 Code of Ordinances																	5	
Amusement Centers (indoors)												P	P	P	S			7	
Archery and Firearms Ranges														S	S	5		24	
Billiard Parlors												S	S	S		13		23	
Commercial Recreation (outdoor)	S										S	S	S	S	S			24	

Fitness Centers											S	P	P	P	P		7
Golf Courses – Privately Owned	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		22
Golf Driving Ranges											S	S	S	S	S		22
Miniature Golf Courses												S	S	S			20
Roller or Ice Skating Rinks												S	S	S			24
Theaters												P	P	P	S		18
I. AUTOMOTIVE AND TRANSPORTATION USES																	
Airports / Heliports / Commercial Drone Delivery Hub	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	17	24

Table 3.24.B- - Schedule of Permitted Principal Uses

Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Auto Alarm / Stereo / Window Tinting Stores													S	S	P	10	7	
Auto Lube Shops													S	S	P	10	9	
Automotive and Motor Vehicle Sales													S	S	S	10	8	
Auto Parts and Accessory Stores												P	P	P	P	10	7	
Auto, Truck or Trailer Rental													S	S	S	10	8	
Auto Upholstery Shops														S	P	10	9	
Auto Parking Lots and Garages (free standing)										S	S	S	S	S	S		n.a.	
Auto Repair Shop													S	S	S	10	9	
Boat and Water-craft Sales and Service													S	S	S	10	8	
Bus or Passenger Train Stations												S	S	S	S		24	
Car Wash (self-service and automatic)														S	S		9	
Commuter Transit Stations												S	S	S	S		24	
Electric Vehicle (EV) Charging Station										S	S	S	S	S	S	18	n.a	
Gasoline Service Stations														S	S	10	7	

LPG / CNG Dispensing Stations															S	S		24
Motorcycle Sales and Service															S	S	10	8
Paint and Body Shops															S	S	10	9
Park and Ride Facilities												S	S	S	S			24
Railroad or Motor Freight Terminals																S		24
Recreational Vehicle Sales and Service															S	S	10	8
Tire and Battery Stores													S	S	S		10	7
Truck and Heavy Equipment Sales and Service															S	S	10	8
Vehicle Storage Yards or Facilities												S	S	S	S			24

J. HEAVY COMMERCIAL, INDUSTRIAL & MANUFACTURING USES**Table 3.24.B- - Schedule of Permitted Principal Uses**

Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Appliance Repair Shops														S	S		8	
Building Material Sales with outside storage														S	S		7	
Commercial Laundry														S	S		24	
Contractor Office with storage yard														S	S		24	
Contractor Office without storage yard														P	P		8	
Electronic Assembly or Manufacturing															P		25	
Exterminator Shop														S	S		24	
Food Packaging and Manufacturing															S		24	
Furniture and Cabinet Manufacturing															P		25	
Office Showroom															P		25	
Oil and Gas Extraction	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Ch. 3.1	24	
Plumbing, HVAC and Electrical Trades Shops														P	P		8	

Printing and Publishing - Commercial																P		8
Research and Development Labs																P		8
Scientific Instrument Assembly and Manufacturing																P		8
Self-Storage Facilities (mini-warehouse)																S		24
Upholstery and Furniture Repair Shops															P	P		8
Warehouse and Distribution Facilities																S		24
Wood, Paper or Leather Products																P		25
Manufacturing not elsewhere listed																S		24
Welding or Machine Shop																P		25
Wholesale Store/Supply																P		25
Wholesale Store/Supply with outdoor storage																S		24

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

*Only authorized after approval of a Special Use Permit by the City Council

ORDINANCE O-26-2367

AN ORDINANCE AMENDING CHAPTER 3, SECTION 3.21(E) CC-3 – HIGHWAY COMMERCIAL DISTRICT, SECTION 3.22(E) ML – LIGHT MANUFACTURING DISTRICT, TABLE 3.24(B) SCHEDULE OF PERMITTED PRINCIPAL USES, AND SECTION 3.24(E) OUTDOOR STORAGE; SCREENING AND HOURS OF OPERATION, 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 3.21(E) CC-3 Highway Commercial District, Section 3.22(E) ML Light Manufacturing District, Table 3.24(B) Schedule of permitted Principal Uses, and Section 3.24(E) Outdoor Storage; Screening and Hours of Operation 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 3.21(E) CC-3 Highway Commercial District, Section 3.22(E) ML Light Manufacturing District, Table 3.24(B) Schedule of permitted Principal Uses, and Section 3.24(E) Outdoor Storage; Screening and Hours of Operation* of the Land Development Code are 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 5th day of May 2026.

The second reading and public hearing being conducted on the 12th day of May 2026.

APPROVED BY A VOTE OF __ AYES, AND __ NAYS, ON THIS THE 12TH DAY OF MAY 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:

Sarah Ross
City Attorney

Section 3.21 CC-3 – Highway Commercial District

A. Purpose – This district would permit uses that do not fit within the retail or manufacturing categories. Service and retail uses associated with outdoor storage, noise, especially auto repair and service and others would be permitted. The minimum lot size is less than the Shopping Center District to allow for more flexibility of uses. It is anticipated that most of these districts would not be located near residential districts.

B. Permitted Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

C. Special Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

D. Site Requirements

General Requirements:	PRIMARY USE & STRUCTURE:	Accessory Use & Structure:
Minimum lot size: 10,000 s.f.	Minimum setbacks:	Permitted as per Sec. 3.24 & 3.27
Maximum lot size: none	front: 40 ft.	
Minimum lot width at front setback line: 150 ft.	side abutting residential: 25 ft.	
Minimum lot depth 120 ft.	side abutting non-residential: 15 ft.	
Maximum lot coverage 70%	rear abutting residential: 25 ft.	
	rear abutting non-residential 10 ft.	
	Max. Building height in stories: 2 st.	
	Max. building height in feet: 35 ft.	
	Max. building height adj. to residential district: see Sec. 3.24 (A&B)	

E. Supplementary Requirements

General: - outdoor storage is permitted by Special Use Permit - uses adjacent to single family uses must be screened as per Sec. 3.24 - may be operated 24 hours/day.	Landscaping Plans: - required as per Chapter 4 Commercial Bldg. Design Stds: - as required per Chapter 6	Off-Street Parking: - as required by Sec. 3.29 Site Plans: - plans must be submitted in accordance with Sec. 3.31
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Section 3.22 ML – Light Manufacturing District

A. Purpose – This district would permit uses that involve the fabrication of products or have outdoor storage, noise, odors or other objectionable aspects that would not be compatible in retail or service areas. This district is limited to those uses that are not retail in nature or in some cases those that need outdoor space.

B. Permitted Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

C. Special Uses

1. See Table 3.24.B - Schedule of Permitted Principle Uses

D. Site Requirements

General Requirements:		PRIMARY USE & STRUCTURE:	Accessory Use & Structure:
Minimum lot size:	10,000 s.f.	Minimum setbacks:	Permitted per Sec. 3.24 & 3.27
Maximum lot size:	none	front:	40 ft.
Minimum lot width at front		side abutting residential:	25 ft.
Setback line:	100 ft.	side abutting non-residential:	15 ft.
Minimum lot depth	120 ft.	rear abutting residential:	25 ft.
Maximum lot coverage	60%	rear abutting non-residential	10 ft.
		Max. Building height in stories:	2 st.
		Max. building height in feet:	35 ft.
		Max. building height adj. To residential	
		district: see Sec. 3.24 (A&B)	

E. Supplementary Requirements

General: - outdoor storage is permitted by Special Use Permit - uses adjacent to single family uses Must be screened as per Sec. 3.24 - may be operated 24 hours/day.	Landscaping Plans: - required as per Chapter 4 Commercial Bldg. Design Stds: - as required per Chapter 6	Off-Street Parking: - as required by Sec. 3.29 Site Plans: - plans must be submitted in accordance with Sec. 3.31
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Section 3.24 Schedule of Permitted Uses

- A. General Requirement and Symbols Used – Land and buildings may be used in accordance with Table 3.24.C, *Schedule of Permitted Principal Uses* and the additional requirements of this section. The following symbols are used in Table 3.24.C, *Schedule of Permitted Principal Uses*:
1. *Permitted Uses* – A “P” in a cell indicates that the use is allowed by right as the principal use in the applicable zoning district in accordance with Table 3.24.C, *Schedule of Permitted Principal Uses*.
 2. *Specific Uses* – An “S” in a cell indicates that the use may be allowed with the approval by the City Council of a Special Use Permit following the applicable review and approval procedures.
 3. *Prohibited Uses* – An empty cell indicates that the land use is prohibited in the applicable zoning district, unless otherwise allowed with the approval by the City Council of an ordinance establishing a Planned Unit Development District, or authorized by a Special Use Permit, or in conformance with the provisions contained in Section 3.6.B-*Classification of New and Unlisted Uses*.

Table 3.24.B- - Schedule of Permitted Principal Uses																		
Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards or Section Ref.	Parking Group	
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
A. RESIDENTIAL ACCOMODATION USES																		
Single Family Detached Dwelling	P	P	P	P	P	P	P	P	P								6	3
Duplex – Attached Dwelling							S	S									6	2
Townhome – Attached Dwellings								S									6	4
Multi-family – Attached Dwellings								S									6	4
HUD Code Manufactured Housing									P								6	2
Assisted Living Facilities	PUD only																17	
Bed and Breakfast Lodging	S	S	S	S	S	S	S	S									1,6	18
Private (HOA) Recreational Facilities		P	P	P	P	P	P	P	P									5
B. ACCESSORY USES																		
Accessory Building	P	P	P	P	P	P	P	P	P	S	S	S	S	S	S		Sec. 3.27	n.a.
Carport	S	S	S	S	S	S	S	S	S								Sec. 3.27.C	n.a.
Home Occupations Uses	P	P	P	P	P	P	P	P	P								6	n.a.
Accessory Dwelling	P	P	S	S											S		11	1
C. AGRICULTURAL USES																		
Commercial equestrian boarding stable and school	P	S																25
Crop Farming	P	P																n.a.
Livestock raising and breeding	P	P															8	n.a.
Private horse stables for domestic use	P	P	P	S	S													n.a.
Roadside produce stands (year round)	S	S																n.a.
D. UTILITY USES																		
Electrical Substations	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S			21

Public Utility Supply and Storage Yards	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		24
Table 3.24.B- - Schedule of Permitted Principal Uses																	
Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML		
Telecommunications Towers	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	2	21
Water Pumping Stations	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		24
Wind Driven Generators	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	14	n.a.
E. PUBLIC AND INSTITUTIONAL USES																	
Colleges or Universities										S	S	S	S	S	S		12
Community Centers or Recreation Centers	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		5
Government Buildings, Offices and Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		8
Fire Stations / Police Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		16
Golf Courses – Public Owned	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		22
Government Maintenance Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		25
Libraries										P	P	P	P	P	P		9
Museums										P	P	P	P	P	P		8
Post Office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		10
Parks and Open Space Areas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		25
Public Maintenance and Storage Buildings	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		25
Private Schools – Elementary and Secondary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		13
Private Schools – High School	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		14
Public Schools – Elementary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		13
Public Schools – High School	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		14
Religious Institutions	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		18
F. OFFICE USES																	

Accountant's Offices											P	P	P	P	P	S		8
Advertising Agencies											P	P	P	P	P	S		8
Table 3.24.B- - Schedule of Permitted Principal Uses																		
Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Attorney Offices											P	P	P	P	P	S		8
Chiropractic Clinics											P	P	P	P	P	S		8
Emergency Clinic (24 hrs.)													S	P	P	S	7	6
Engineering, Architect's, and Surveyor's Offices											P	P	P	P	P	S		8
General Business Offices not elsewhere listed											P	P	P	P	P	S		8
Insurance Agencies											P	P	P	P	P	S		8
Management and Public Relations Services Offices											P	P	P	P	P	S		8
Optometrist Office											P	P	P	P	P	S		8
Psychologist Offices											P	P	P	P	P	S		8
Physician's or Dentist's Offices											P	P	P	P	P	S	4	7
Real Estate Agency Offices											P	P	P	P	P	S		8
Security Broker Offices											P	P	P	P	P	S		8
Telemarketing Offices													P	P	P	S		5
Title Abstract Offices											P	P	P	P	P	S		8
Trade or Business Schools													S	S	S	P		15
Travel Agency / Airline Ticket Offices											P	P	P	P	P	S		8
G. RETAIL AND SERVICE USES																		
Alcoholic Beverage Sales – (Beer and Wine Only) – Off-Premises Consumption													S	S	S		9	n.a.
Alcoholic Beverage Sales – On-premises Consumption													S	S	S		9	n.a.

Package Store Sales – Off-premises Consumption												S	S	S		9	n.a.
Alcohol or Drug Treatment Center											S	S	S	S	S		24
Antique Stores												P	P	P			7

Table 3.24.B- - Schedule of Permitted Principal Uses

Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Apparel and Accessory Stores												P	P	P			7	
Arts and Crafts Stores and Hobby Shops												P	P	P			7	
Bakery Stores												P	P	P			7	
Banks, Credit Unions and Financial Institutions											P	P	P	P			8	
Barber Shops and Beauty Shops											P	P	P	P			7	
Bicycle Shops												P	P	P			7	
Book, Stationary or Greeting Card Shops												P	P	P			7	
Camera or Music Stores												P	P	P			7	
Carnivals and Circuses												S	S				24	
CBD Store													S	S			7	
Cemeteries or Mausoleums										S	S	S	S	S	S		24	
Charitable Donation Station												S	S	S			24	
Civic, Social or Fraternal Organizations										S	S	P	P				7	
Convenience Stores with gasoline sales												S	S	S	S		7	
Copy Centers/Print Shops										S	S	P	P	P	P		7	
Dance Studios, Martial Arts Studios, and Cheerleading & Gymnastics Facilities											S	P	P	P	P		7	
Day Care Centers										S	S	S	S	S			11	
Department Stores												P	P	P			7	
Dog Boarding with indoor and/or outdoor kennels													S	S	S		8	

Dog Grooming														S	S	S		8
Dry Cleaner Pick-up Stations												S	P	P	P			7
Dry Cleaners (up to 5,000 s. f. w/on-site laundry)													P	P	P			7
Equipment Rental and Leasing Stores															S	P		7
Table 3.24.B- - Schedule of Permitted Principal Uses																		
Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Florist Shops											P	P	P	P				7
Food Catering													S	S	P			8
Funeral Homes												S	S	S				24
Furniture and Appliance Stores												P	P	P				9
General Retail Store (not listed elsewhere)												S	S	S				7
Grocery Stores												P	P	P		12		7
Hardware, electrical & plumbing w/o outside display											P	P	P	P				
Hardware, electrical & plumbing with outside display													S	S	S			
Hospitals												S	S	S				24
Hotels and Motels												S	P	P				19
Home Decoration Stores											P	P	P	P				7
Jewelry Stores											P	P	P	P				7
Locksmiths											S	S	S	S	P			8
Massage Therapy (Licensed and Unlicensed)												S	S	S		16		7
Mailing and Shipping Stores											P	P	P	P	P			7
Meat or Fish Market												P	P	P				7
Nurseries and Greenhouses with outside display													S	S	S			16
Pawn Shops															S			7

Pet Stores													P	P	P			7
Pharmacy												S	P	P	P			7
Photography Studios											P	P	P	P	P	P		8
Purchasing and/or resale of precious metals including jewelry, gem stones, gold, silver, and platinum and not licensed as a Pawn Shop by the State of Texas																S		7
Restaurants, Cafes and Cafeterias													P	P	P			5

Table 3.24.B- - Schedule of Permitted Principal Uses

Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Restaurants with drive-in or drive-thru service													P	P			5	
Secondhand goods shop												S	S	S			7	
Self-service Laundries											S	S	S	S			7	
Short Term Loans (Title/Payday)															S		7	
Sporting Goods Store												P	P	P				
Shoe Repair Shops												P	P	P			8	
Tailor and Alteration Shops											P	P	P	P			8	
Veterinarian Clinic with indoor and/or outdoor kennels													S	S	S	3, 4	8	
Video Rental and Sales Stores												P	P	P			7	
Wedding Chapels												S	S	S	S		24	

H. RECREATIONAL AND ENTERTAINMENT USES

Adult Entertainment Establishments	See section 22-5 Code of Ordinances																5
Amusement Centers (indoors)												P	P	P	S		7
Archery and Firearms Ranges														S	S	5	24
Billiard Parlors												S	S	S		13	23
Commercial Recreation (outdoor)	S										S	S	S	S	S		24

Fitness Centers											S	P	P	P	P		7
Golf Courses – Privately Owned	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		22
Golf Driving Ranges											S	S	S	S	S		22
Miniature Golf Courses												S	S	S			20
Roller or Ice Skating Rinks												S	S	S			24
Theaters												P	P	P	S		18
I. AUTOMOTIVE AND TRANSPORTATION USES																	
Airports / Heliports / Commercial Drone Delivery Hub	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	17	24

Table 3.24.B- - Schedule of Permitted Principal Uses

Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML		
Auto Alarm / Stereo / Window Tinting Stores													S	S	P	10	7
Auto Lube Shops													S	S	P	10	9
Automotive and Motor Vehicle Sales													S	S	S	10	8
Auto Parts and Accessory Stores												P	P	P	P	10	7
Auto, Truck or Trailer Rental													S	S	S	10	8
Auto Upholstery Shops														S	P	10	9
Auto Parking Lots and Garages (free standing)										S	S	S	S	S	S		n.a.
Auto Repair Shop													S	S	S	10	9
Boat and Water-craft Sales and Service													S	S	S	10	8
Bus or Passenger Train Stations												S	S	S	S		24
Car Wash (self-service and automatic)														S	S		9
Commuter Transit Stations												S	S	S	S		24
Electric Vehicle (EV) Charging Station										S	S	S	S	S	S	18	n.a.
Gasoline Service Stations														S	S	10	7

LPG / CNG Dispensing Stations															S	S		24
Motorcycle Sales and Service															S	S	10	8
Paint and Body Shops															S	S	10	9
Park and Ride Facilities												S	S	S	S			24
Railroad or Motor Freight Terminals																S		24
Recreational Vehicle Sales and Service															S	S	10	8
Tire and Battery Stores													S	S	S		10	7
Truck and Heavy Equipment Sales and Service															S	S	10	8
Vehicle Storage Yards or Facilities												S	S	S	S			24

J. HEAVY COMMERCIAL, INDUSTRIAL & MANUFACTURING USES

Table 3.24.B- - Schedule of Permitted Principal Uses

Land Use Classification	Residential District										Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML			
Appliance Repair Shops														S	S		8	
Building Material Sales with outside storage														S	S		7	
Commercial Laundry														S	S		24	
Contractor Office with storage yard														S	S		24	
Contractor Office without storage yard														P	P		8	
Electronic Assembly or Manufacturing															P		25	
Exterminator Shop														S	S		24	
Food Packaging and Manufacturing															S		24	
Furniture and Cabinet Manufacturing															P		25	
Office Showroom															P		25	
Oil and Gas Extraction	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Ch. 3.1	24	
Plumbing, HVAC and Electrical Trades Shops														P	P		8	

Printing and Publishing - Commercial																	P		8
Research and Development Labs																	P		8
Scientific Instrument Assembly and Manufacturing																	P		8
Self-Storage Facilities (mini-warehouse)																	S		24
Upholstery and Furniture Repair Shops																P	P		8
Warehouse and Distribution Facilities																	S		24
Wood, Paper or Leather Products																	P		25
Manufacturing not elsewhere listed																	S		24
Welding or Machine Shop																	P		25
Wholesale Store/Supply																	P		25
Wholesale Store/Supply with outdoor storage																	S		24

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

*Only authorized after approval of a Special Use Permit by the City Council



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8f

Agenda Date 5/5/2026

Number Ordinance O-26-2368

Type Ordinance

Department City Manager

Title

Amending Chapter 86 (streets, sidewalks and other public places) of the City of Colleyville Code of Ordinances to adopt a Division 2; adopting safety restrictions for the use of motorized carts within the City

Explanation

First Reading and Public Hearing

City Council discussed and considered golf cart regulations at the City Council Worksessions on February 7, and April 21, 2026. Based on the discussion and review with staff and the City Attorney, the proposed ordinance will provide for the operation and use of motorized carts within the City.

Highlights of the proposed ordinance include defining motorized carts, ATVs, low speed vehicles, and neighborhood electric vehicles. Providing for a list of prohibited streets as Cheek-Sparger Road, Hall-Johnson Road, and Pool Road, and provides for safety equipment on the motorized vehicle. Exhibit A provides for the complete regulations for use and operation of motorized carts in Colleyville.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Ordinance O-26-2368
2. Exhibit A - Golf Cart Regulations

ORDINANCE O-26-2368

AMENDING CHAPTER 86 (STREETS, SIDEWALKS AND OTHER PUBLIC PLACES) OF THE CITY OF COLLEYVILLE CODE OF ORDINANCES TO ADOPT A DIVISION 2; ADOPTING SAFETY RESTRICTIONS FOR THE USE OF MOTORIZED CARTS WITHIN THE CITY; AMENDING THE TITLE(S) TO REFLECT THE ADOPTION OF THE SAME; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, Texas (the "City") is a home-rule municipality having full powers of self-government and may enact ordinances relative to its citizens' health, safety, and welfare that are not inconsistent with the Constitution and laws of the State; and

WHEREAS, the Colleyville City Council (the "City Council") finds and determines the passage of this ordinance as necessary to protect the public, health, safety, and welfare; and

WHEREAS, the City Council finds and determines that the regulations herein are necessary and proper for carrying out its power to protect the government interest, welfare, and good order of the City; and

WHEREAS, the City Council finds and determines that the following regulations are necessary to promote safety in the use of Motorized Carts within the City; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein and has complied with all the prerequisites necessary for the passage of this ordinance, including but not limited to the Texas Open Meetings Act.

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

Sec. 1. THAT all the forgoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

- Sec. 2. THAT Chapter 86 "Streets, Sidewalks, and Other Public Places" is hereby amended to include a new Division 2 in Article I entitled "Use and Operation of Motorized Carts", as provided in "Exhibit A", and to amend the Title of Article 1 and Division 1 to reflect the same.
- Sec. 3. 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 Section 1-7 of the City of Colleyville Code of Ordinances, and upon conviction shall be punishable by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.
- Sec. 4. THAT all provisions of the Code of Ordinances of the City of Colleyville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.
- Sec. 5. 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. 6. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of May 2026.

The second reading and public hearing being conducted on the 12th day of May 2026.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 12TH DAY OF MAY 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	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Sarah Ross
City Attorney

EXHIBIT A
ORDINANCE O-26-2368

"CHAPTER 86 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES... "
Article 1 - USE AND OPERATION OF ELECTRONIC BICYCLES,
ELECTRONIC SCOOTERS, AND MOTORIZED CARTS (GOLF CARTS)
...

DIVISION 2. USE AND OPERATION OF MOTORIZED CARTS.

Sec. 86-6. Applicability/Exemptions

A. Applicability.

1. Motorized Cart or Cart. Except as expressly provided herein, the provisions of this Division shall apply to all Motorized Carts operated upon a Street or other specifically designated area within the City of Colleyville.
2. ATV and Similar Vehicles. Nothing in this Article permits the operation of those motorized conveyances commonly referred to as ATVs, four-wheelers, mules, gators, go-carts, and any similar gas-powered conveyance on a public roadway within the City of Colleyville, except when utilized by authorized City personnel for City business.
3. Low Speed Vehicle and Neighborhood Electric Vehicles. Low Speed Vehicles (LSV's) and Neighborhood Electric Vehicles (NEV's) are authorized by the Transportation Code to be registered as a motor vehicle. If operated on the Streets of the City of Colleyville, 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.

B. Exemptions. The following use or operation of a Motorized Cart shall be exempt from the regulations of this Article:

1. Golf Course. The operation of either a privately owned Motorized Cart or a Motorized Cart owned or leased by a golf course or other third party when the Cart is used only on the golf course or used only to cross a roadway from one section of a golf course to another section of the same course: or
2. Gated or Private Planned Community. The operation of a Motorized

Cart within a gated, private, or limited access community with private streets, a uniform set of restrictive covenants, and a City approved plat, unless traffic enforcement has been requested by the homeowners living within the community and the City Council has approved their request; or

3. Official City Business. A Motorized Cart is used or operated by personnel for the City of Colleyville on official police business or for official business of the City on property owned by or leased to the City; or
4. Transportation to/from Golf Course - Daytime Only. The operation of a Motorized Cart upon a public street with a posted speed limit of not more than thirty-five (35) miles per hour if the golf cart complies with all requirements of the Texas Transportation Code, as amended, for the operation of a Cart, is operated during the daytime only and not more than two (2) miles from the location where the golf cart is usually parked and for transportation to or from a golf course; or
5. Parade, Festival or Special Event. The operation of a Motorized Cart when the Cart is used in connection with a parade, festival or other City authorized or sponsored special event, the written consent of the sponsor is obtained, and the Cart is only used as part of such parade, festival or special event. Further, a Motorized Cart used in connection with such parade, festival, or special event shall comply with all requirements set forth in the City issued Special Event Permit for the parade, festival, or other special event.

Sec. 86-7. Definitions. The following words, terms, and phrases, when used in this Article, shall have the meanings provided below, except where the context clearly indicates a different meaning.

- A. *Daytime Operation* means operation of a Cart during the period beginning one-half hour before sunrise and ending one-half hour after sunset.
- B. *Driver* means a person driving and having physical control over a vehicle, including but not limited to a Motorized Cart.

- C. *Driver's License* means an authorization issued by a State for the operation of a motor vehicle, including but not limited to a temporary license, provisional license, instructional permit, and an occupational license.
- D. *Low Speed Vehicle (LSV)* means a motor vehicle that is four (4) wheeled and has an attainable top speed of more than twenty (20) miles per hour and not more than twenty-five (25) miles per hour on a paved level surface, which is manufactured or retrofitted in compliance with those federal motor vehicle safety standards for low-speed vehicles, and has a weight of less than 3,000 pounds.
- E. *Motorized Cart or Cart* means those electric or gasoline powered carts, commonly referred to as golf carts, but which must have a minimum of four (4) wheels, and which have an attainable top speed of less than twenty (20) miles per hour on a paved level surface. Specifically excluded from this definition are those motorized conveyances commonly referred to as Low-Speed Vehicles (LSV's), Neighborhood Electric Vehicles (NEV's), ATVs, four-wheelers, mules, gators, and go-carts.
- F. *Owner* means a Person who holds title to or who leases a Motorized Cart for his/her own personal use or for the use of a third party, whether for private or for commercial retail purposes.
- G. *Parking Area* means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.
- H. *Person* means an individual, corporation, partnership, joint venture, or any other business entity.
- I. *Sidewalk* means the portion of a Street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.
- J. *Slow-Moving-Vehicle-Emblem* means a triangular emblem that conforms to standards and specifications and displayed in accordance with Chapter 547 of the Texas Transportation Code, as amended.
- K. *Street(s)* means the public roadways of the City of Colleyville and the private roadways for which the Texas Transportation Code has been applied by Council action regardless of its designation as a road, alley, avenue, highway, route, boulevard, etc. that:

- a. has a posted speed limit of thirty-five (35) miles per hour or less; or
 - b. provides for no more than two (2) lanes of vehicular traffic per direction; or
 - c. is not designated as part of either the State or Federal highway system.
- L. *Traffic Way* is any land way open to the public as a matter of right or custom for moving persons or property from one place to another. The Traffic Way includes all property, both improved and unimproved, between the property lines of a roadway system.

Sec. 86-8. Operational Regulations

- A. Operation of Cart/Compliance with Traffic Laws. Except as provided herein, while operating a Motorized Cart upon Street(s) of the City a Driver shall comply with all laws applicable to Carts and other motor vehicles as set forth in this Code, the Texas Transportation Code, as amended, and other State laws. A Driver shall be subject to citation for all violations of this Article, the Texas Transportation Code, and other applicable State law. Only Daytime Operation is permitted pursuant to this Division, unless exempt.
- B. Prohibited Streets. Motorized Carts shall not be driven on (1) Cheek-Sparger Road, (2) Hall-Johnson Road, or (3) Pool Road.
- C. Driver's License Required. A Driver of a Motorized Cart shall be at least sixteen (16) years of age, hold a valid Texas Driver License and shall abide by all state and local traffic regulations applicable to vehicular traffic when operating a Motorized Cart upon the Streets and Parking Areas of the City.
- D. Sidewalk or Pedestrian Way. A Driver shall not operate a Motorized Cart on any Sidewalk, pedestrian walkway, jogging path, park trail or any location normally used for pedestrian traffic, unless such operation is by Police or other authorized City personnel acting in an official capacity and performing an official duty.
- E. Crossing Intersections. A Driver shall not operate a Motorized Cart upon any portion of a Street or Traffic Way having a posted speed greater than thirty-five (35) miles per hour; provided however, that a Person 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 Driver of a Motorized Cart may cross a multi-lane or a federal, county or state route only at an intersection controlled by an official traffic control device which stops traffic from all directions.

- F. Lane Usage. A Motorized Cart is entitled to full use of a lane on the authorized Streets and Parking Areas of the City and no motor vehicle shall be driven in such a manner as to deprive any Motorized Cart of the full use of a lane. A Driver shall not operate a Motorized Cart between lanes of traffic or between adjacent lines or rows of vehicles.
- G. Passing. A Driver of a Motorized Cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- H. Maximum Number of Occupants. The number of occupants in a Motorized Cart shall be limited to the number of persons for whom seating capacity is provided on the vehicle. The operator and all occupants shall be seated upon the seat of the vehicle and no part of the body of the operator or occupant shall extend outside the perimeter of the vehicle while the vehicle is being operated except while signaling turns or stops. A Driver shall not permit any occupant of a Cart to ride in the lap of any occupant or stand on the rear of the vehicle while the vehicle is in motion. No pets may ride in a Driver's lap.
- I. Parking. A Driver of a Motorized Cart may park a Cart only in the same manner and at the same places designated for the parking of motor vehicles. The stopping, standing or parking of Motorized Carts in an area where parking is not allowed or in any place or manner that impedes the flow of traffic, pedestrian walkways or a passageway is prohibited. A Driver shall not park a Motorized Cart within a space designated for disabled persons unless a current disabled parking placard is displayed on the Cart and the person to whom the placard was issued is operating or being transported in the Motorized Cart. Notwithstanding the foregoing, a property owner may designate an area outside of a Parking Area specifically for the use of Motorized Carts, provided that the area is marked with appropriate signage and that the parking of a Cart in that area does not obstruct a fire lane, ingress or egress to a building, and does not interfere with the flow of vehicular traffic in a Parking Area.
- J. Towing Prohibited. Except as expressly allowed in this Article, Motorized Carts shall not be used for the purpose of towing another Cart, trailer, vehicle of any kind or a Person, including without limitation a Person on roller skates, skateboard, bicycle, or other wheeled device.

A person employed by a golf course may tow a Cart for the purpose of relocating the Cart from one portion of a golf course to another portion of the same golf course and may cross a roadway while doing so.

Sec. 86-9. Equipment Regulations—Operation of a Motorized Cart

- A. General. It shall be unlawful for a Person to operate a Motorized Cart on the Streets of the City if the Motorized Cart does not meet all minimum equipment standards, if required liability insurance for the Cart is not maintained, or if a Person fails to comply with any other requirement of this Article.
- B. Required Equipment.
 - 1. Safety Equipment. Except as expressly exempted from this Article, each Motorized Cart permitted and operated upon a Street(s) within the City shall be required to meet the minimum equipment standards specified in this Article:
 - a. Operational headlamps (2 required)
 - b. Operational tail lamps (2 required)
 - c. Side reflectors (2 front: amber in color and 2 rear: red in color)
 - d. Front and rear turn signal lamps
 - e. Stop lamps (2 required)
 - f. Operational parking brake
 - g. An exterior mirror mounted on the Driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror (capable of a clear unobstructed view of at least two hundred (200) feet to the rear)
 - h. Safety belts for driver and all riders
 - i. Slow-Moving-Vehicle-Emblem on the rear
 - j. Horn (audible for a distance of two hundred (200) feet in compliance with Texas Transportation Code, Section 547.501, as amended)
 - k. A windshield.

All required equipment for a Motorized Cart shall meet Texas and Federal Motor Vehicle Safety Standards.

- C. Exhaust System for Gasoline Powered Motorized Carts. In addition to the above listed equipment, every Motorized Cart powered by gasoline shall at all times be equipped with an exhaust system in good working order, in constant operation and meeting the following specifications:

1. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or including any and all parts specified by the manufacturer.
 2. The exhaust system and its elements shall be securely fastened with brackets or hangers, which are designed for the particular purpose of fastening motorized cart exhaust systems
- D. Atmospheric Emissions. It shall be unlawful for the Owner of any Motorized Cart to operate or permit the operation of such Cart without a properly installed device controlling or abating atmospheric emissions. It shall be unlawful for a Cart Owner, Cart Manufacturer or any other third party to render such emissions device unserviceable by removal, alteration or by any other action which interferes with its operation.

Sec. 86-10. Penalty.

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 Section 1-7 of the City of Colleyville Code of Ordinances, and upon conviction shall be punishable by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

Secs. 86-11-86-25. - Reserved.

EXHIBIT A
ORDINANCE O-26-2368

"CHAPTER 86 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES... "
Article 1 - USE AND OPERATION OF ELECTRONIC BICYCLES,
ELECTRONIC SCOOTERS, AND MOTORIZED CARTS (GOLF CARTS)
...

DIVISION 2. USE AND OPERATION OF MOTORIZED CARTS.

Sec. 86-6. Applicability/Exemptions

A. Applicability.

1. Motorized Cart or Cart. Except as expressly provided herein, the provisions of this Division shall apply to all Motorized Carts operated upon a Street or other specifically designated area within the City of Colleyville.
2. ATV and Similar Vehicles. Nothing in this Article permits the operation of those motorized conveyances commonly referred to as ATVs, four-wheelers, mules, gators, go-carts, and any similar gas-powered conveyance on a public roadway within the City of Colleyville, except when utilized by authorized City personnel for City business.
3. Low Speed Vehicle and Neighborhood Electric Vehicles. Low Speed Vehicles (LSV's) and Neighborhood Electric Vehicles (NEV's) are authorized by the Transportation Code to be registered as a motor vehicle. If operated on the Streets of the City of Colleyville, 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.

B. Exemptions. The following use or operation of a Motorized Cart shall be exempt from the regulations of this Article:

1. Golf Course. The operation of either a privately owned Motorized Cart or a Motorized Cart owned or leased by a golf course or other third party when the Cart is used only on the golf course or used only to cross a roadway from one section of a golf course to another section of the same course: or

2. Gated or Private Planned Community. The operation of a Motorized Cart within a gated, private, or limited access community with private streets, a uniform set of restrictive covenants, and a City approved plat, unless traffic enforcement has been requested by the homeowners living within the community and the City Council has approved their request; or
3. Official City Business. A Motorized Cart is used or operated by personnel for the City of Colleyville on official police business or for official business of the City on property owned by or leased to the City; or
4. Transportation to/from Golf Course - Daytime Only. The operation of a Motorized Cart upon a public street with a posted speed limit of not more than thirty-five (35) miles per hour if the golf cart complies with all requirements of the Texas Transportation Code, as amended, for the operation of a Cart, is operated during the daytime only and not more than two (2) miles from the location where the golf cart is usually parked and for transportation to or from a golf course; or
5. Parade, Festival or Special Event. The operation of a Motorized Cart when the Cart is used in connection with a parade, festival or other City authorized or sponsored special event, the written consent of the sponsor is obtained, and the Cart is only used as part of such parade, festival or special event. Further, a Motorized Cart used in connection with such parade, festival, or special event shall comply with all requirements set forth in the City issued Special Event Permit for the parade, festival, or other special event.

Sec. 86-7. Definitions. The following words, terms, and phrases, when used in this Article, shall have the meanings provided below, except where the context clearly indicates a different meaning.

- A. *Daytime Operation* means operation of a Cart during the period beginning one-half hour before sunrise and ending one-half hour after sunset.
- B. *Driver* means a person driving and having physical control over a vehicle, including but not limited to a Motorized Cart.

- C. *Driver's License* means an authorization issued by a State for the operation of a motor vehicle, including but not limited to a temporary license, provisional license, instructional permit, and an occupational license.
- D. *Low Speed Vehicle (LSV)* means a motor vehicle that is four (4) wheeled and has an attainable top speed of more than twenty (20) miles per hour and not more than twenty-five (25) miles per hour on a paved level surface, which is manufactured or retrofitted in compliance with those federal motor vehicle safety standards for low-speed vehicles, and has a weight of less than 3,000 pounds.
- E. *Motorized Cart or Cart* means those electric or gasoline powered carts, commonly referred to as golf carts, but which must have a minimum of four (4) wheels, and which have an attainable top speed of less than twenty (20) miles per hour on a paved level surface. Specifically excluded from this definition are those motorized conveyances commonly referred to as Low-Speed Vehicles (LSV's), Neighborhood Electric Vehicles (NEV's), ATVs, four-wheelers, mules, gators, and go-carts.
- F. *Owner* means a Person who holds title to or who leases a Motorized Cart for his/her own personal use or for the use of a third party, whether for private or for commercial retail purposes.
- G. *Parking Area* means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.
- H. *Person* means an individual, corporation, partnership, joint venture, or any other business entity.
- I. *Sidewalk* means the portion of a Street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.
- J. *Slow-Moving-Vehicle-Emblem* means a triangular emblem that conforms to standards and specifications and displayed in accordance with Chapter 547 of the Texas Transportation Code, as amended.
- K. *Street(s)* means the public roadways of the City of Colleyville and the private roadways for which the Texas Transportation Code has been applied by Council action regardless of its designation as a road, alley, avenue, highway, route, boulevard, etc. that:

- a) has a posted speed limit of thirty-five (35) miles per hour or less;
or
 - b) provides for no more than two (2) lanes of vehicular traffic per direction; or
 - c) is not designated as part of either the State or Federal highway system.
- L. *Traffic Way* is any land way open to the public as a matter of right or custom for moving persons or property from one place to another. The Traffic Way includes all property, both improved and unimproved, between the property lines of a roadway system.

Sec. 86-8. Operational Regulations

- A. Operation of Cart/Compliance with Traffic Laws. Except as provided herein, while operating a Motorized Cart upon Street(s) of the City a Driver shall comply with all laws applicable to Carts and other motor vehicles as set forth in this Code, the Texas Transportation Code, as amended, and other State laws. A Driver shall be subject to citation for all violations of this Article, the Texas Transportation Code, and other applicable State law. Only Daytime Operation is permitted pursuant to this Division, unless exempt.
- B. Prohibited Streets. Motorized Carts shall not be driven on (1) Cheek-Sparger Road, (2) Hall-Johnson Road, or (3) Pool Road.
- C. Driver's License Required. A Driver of a Motorized Cart shall be at least sixteen (16) years of age, hold a valid Texas Driver License and shall abide by all state and local traffic regulations applicable to vehicular traffic when operating a Motorized Cart upon the Streets and Parking Areas of the City.
- D. Sidewalk or Pedestrian Way. A Driver shall not operate a Motorized Cart on any Sidewalk, pedestrian walkway, jogging path, park trail or any location normally used for pedestrian traffic, unless such operation is by Police or other authorized City personnel acting in an official capacity and performing an official duty.
- E. Crossing Intersections. A Driver shall not operate a Motorized Cart upon any portion of a Street or Traffic Way having a posted speed greater than thirty-five (35) miles per hour; provided however, that a Person 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 Driver of a Motorized Cart may cross a multi-lane or a federal, county or state route only at an intersection controlled by an official traffic control device which stops traffic from all directions.

- F. Lane Usage. A Motorized Cart is entitled to full use of a lane on the authorized Streets and Parking Areas of the City and no motor vehicle shall be driven in such a manner as to deprive any Motorized Cart of the full use of a lane. A Driver shall not operate a Motorized Cart between lanes of traffic or between adjacent lines or rows of vehicles.
- G. Passing. A Driver of a Motorized Cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- H. Maximum Number of Occupants. The number of occupants in a Motorized Cart shall be limited to the number of persons for whom seating capacity is provided on the vehicle. The operator and all occupants shall be seated upon the seat of the vehicle and no part of the body of the operator or occupant shall extend outside the perimeter of the vehicle while the vehicle is being operated except while signaling turns or stops. A Driver shall not permit any occupant of a Cart to ride in the lap of any occupant or stand on the rear of the vehicle while the vehicle is in motion. No pets may ride in a Driver's lap.
- I. Parking. A Driver of a Motorized Cart may park a Cart only in the same manner and at the same places designated for the parking of motor vehicles. The stopping, standing or parking of Motorized Carts in an area where parking is not allowed or in any place or manner that impedes the flow of traffic, pedestrian walkways or a passageway is prohibited. A Driver shall not park a Motorized Cart within a space designated for disabled persons unless a current disabled parking placard is displayed on the Cart and the person to whom the placard was issued is operating or being transported in the Motorized Cart. Notwithstanding the foregoing, a property owner may designate an area outside of a Parking Area specifically for the use of Motorized Carts, provided that the area is marked with appropriate signage and that the parking of a Cart in that area does not obstruct a fire lane, ingress or egress to a building, and does not interfere with the flow of vehicular traffic in a Parking Area.
- J. Towing Prohibited. Except as expressly allowed in this Article, Motorized Carts shall not be used for the purpose of towing another Cart, trailer, vehicle of any kind or a Person, including without limitation

a Person on roller skates, skateboard, bicycle, or other wheeled device. A person employed by a golf course may tow a Cart for the purpose of relocating the Cart from one portion of a golf course to another portion of the same golf course and may cross a roadway while doing so.

Sec. 86-9. Equipment Regulations—Operation of a Motorized Cart

- A. General. It shall be unlawful for a Person to operate a Motorized Cart on the Streets of the City if the Motorized Cart does not meet all minimum equipment standards, if required liability insurance for the Cart is not maintained, or if a Person fails to comply with any other requirement of this Article.
- B. Required Equipment.
 - 1. Safety Equipment. Except as expressly exempted from this Article, each Motorized Cart permitted and operated upon a Street(s) within the City shall be required to meet the minimum equipment standards specified in this Article:
 - a. Operational headlamps (2 required)
 - b. Operational tail lamps (2 required)
 - c. Side reflectors (2 front: amber in color and 2 rear: red in color)
 - d. Front and rear turn signal lamps
 - e. Stop lamps (2 required)
 - f. Operational parking brake
 - g. An exterior mirror mounted on the Driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror (capable of a clear unobstructed view of at least two hundred (200) feet to the rear)
 - h. Safety belts for driver and all riders
 - i. Slow-Moving-Vehicle-Emblem on the rear
 - j. Horn (audible for a distance of two hundred (200) feet in compliance with Texas Transportation Code, Section 547.501, as amended)
 - k. A windshield.

All required equipment for a Motorized Cart shall meet Texas and Federal Motor Vehicle Safety Standards.

- C. Exhaust System for Gasoline Powered Motorized Carts. In addition to the above listed equipment, every Motorized Cart powered by gasoline shall at all times be equipped with an exhaust system in good working order, in constant operation and meeting the following specifications:

1. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or including any and all parts specified by the manufacturer.
 2. The exhaust system and its elements shall be securely fastened with brackets or hangers, which are designed for the particular purpose of fastening motorized cart exhaust systems
- D. Atmospheric Emissions. It shall be unlawful for the Owner of any Motorized Cart to operate or permit the operation of such Cart without a properly installed device controlling or abating atmospheric emissions. It shall be unlawful for a Cart Owner, Cart Manufacturer or any other third party to render such emissions device unserviceable by removal, alteration or by any other action which interferes with its operation.

Sec. 86-10. Penalty.

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 Section 1-7 of the City of Colleyville Code of Ordinances, and upon conviction shall be punishable by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

Secs. 86-11-86-25. - Reserved.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9a

Agenda Date 5/5/2026

Number Resolution R-26-5142

Type Resolution

Department Public Works

Title

Repealing Resolution R-26-5120 and authorizing an Advanced Funding Agreement with the Texas Department of Transportation for the Reconstruction of the Roadway with Intersection Improvements and Sidewalks on Cheek-Sparger Road from Bedford Road to Heritage Avenue Project, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

On February 17, 2026, City Council approved Resolution R-26-5120 for an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the Construction Project for Cheek-Sparger Road. Staff was notified by TxDOT, the resolution was denied as not all financial obligations were reflected in the resolution. TxDOT has provided a "new" resolution format which they will accept and note use of the resolution will expedite the re-approval.

Approval of the proposed resolution will repeal in its entirety Resolution R-26-5120 and will approve an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for reconstruction of Cheek-Sparger Road from Bedford Road to Heritage Avenue, with intersection improvements and sidewalks. The scope of the project consists of the reconstruction of a two-lane undivided roadway to a two-lane undivided urban roadway with intersection improvements to improve safety, and sidewalks/shared use path on Cheek-Sparger Road.

The federal participation is a combination of \$10,000,000 from the North Central Council of Governments, \$2,500,000 from Texas Representative Beth Van Duyne, administered through TxDOT. Additional funding for the overall project includes \$13,000,000 from the Tarrant County Bond program. The City of Colleyville will be responsible for a local match of 20%, all direct State costs, and cost overruns.

Financial Impact

The funding source for the project is the Tax Incremental Fund

Recommendation

Approve

Attachments

1. Resolution R-26-5142
2. Advanced Funding Agreement

RESOLUTION R-26-5142

REPEALING RESOLUTION R-26-5120 IN ITS ENTIRETY;
AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT
(AFA), WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
(TxDOT) FOR RECONSTRUCTION OF THE ROADWAY WITH
INTERSECTION IMPROVEMENTS AND SIDEWALKS ON
CHEEK-SPARGER ROAD FROM BEDFORD ROAD TO
HERITAGE AVENUE PROJECT

WHEREAS, on August 21, 2025, via Minute Order 116997, the Texas Transportation Commission authorized Cheek-Sparger: Bedford to Heritage Avenue project (the "Project") to receive 80% Federal funds for reconstruction of roadway with intersection improvements and sidewalks on Cheek-Sparger Road from Bedford Road to Heritage Avenue project and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Colleyville commits to provide the match. The local match is comprised of 20% local funds; and

WHEREAS, the City of Colleyville is responsible for all Direct State Costs and 100% of cost overruns, if any; and

WHEREAS, the Governing Body of City of Colleyville desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

Sec. 1. THAT Resolution R-26-5120 is repealed in its entirety.

Sec. 2. THAT Resolution R-26-5142 reflects the current funding authorization and project requirements.

Sec. 3. THAT the City Manager, or an Assistant City Manager, is authorized to execute an AFA with TxDOT for the Cheek-Sparger Road Project.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, AND _ NAYS, ON THIS THE 5TH DAY OF MAY 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	Bobby Lindamood
City Secretary	Mayor

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For SURFACE TRANSPORTATION BLOCK GRANT Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **intersection improvement**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **02/17/2026**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

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

AGREEMENT

1. Responsible Parties:

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

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of **reconstructing 2 lane undivided roadway to 2 lane undivided urban roadway with intersection improvements to improve safety, and sidewalks/shared use path on Cheek-Sparger Road from Bedford Road to Heritage Avenue. In addition to the roadway construction, a traffic signal will be installed at Martin Parkway and Cheek-Sparger Road as shown in Attachment A.**

4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

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

6. Amendments

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

7. Remedies

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

8. Utilities

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

11. Architectural and Engineering Services

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

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

12. Construction Responsibilities

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

Local Government:	State:
City of Colleyville ATTN: City Manager 100 Main Street Colleyville, TX 76034-2916	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

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

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

29. Lobbying Certification

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			<i>AFA Not Used For Research & Development</i>	

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

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

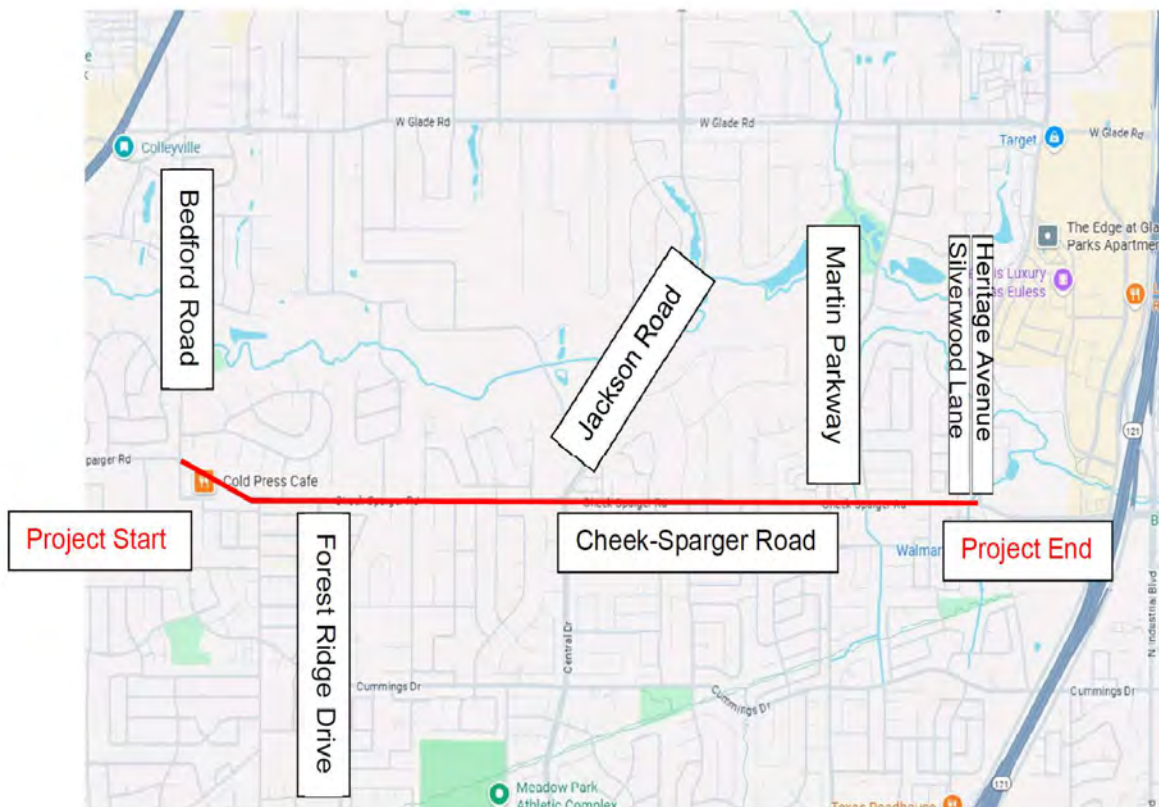
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT

CSJ: 0902-90-370
Project Name: Cheek-Sparger Road
Project Limits: Cheek-Sparger Road; from Bedford Road to Heritage Avenue



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$300,000	0%	\$0	0%	\$0	100%	\$300,000
Engineering (by Local Government)	\$2,700,000	0%	\$0	0%	\$0	100%	\$2,700,000
Construction (by Local Government)	\$15,625,000	80%	\$12,500,000	0%	\$0	20%	\$3,125,000
Subtotal	\$18,625,000		\$12,500,000		\$0		\$6,125,000
Environmental Direct State Costs	\$15,000	0%	\$0	0%	\$0	100%	\$15,000
Engineering Direct State Costs	\$134,998	0%	\$0	0%	\$0	100%	\$134,998
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$781,250	0%	\$0	0%	\$0	100%	\$781,250
Subtotal	\$931,250		\$0		\$0		\$931,250
Indirect State Costs (5.51%)	\$51,312	0%	\$0	100%	\$51,312	0%	\$0
TOTAL	\$19,607,562		\$12,500,000		\$51,312		\$7,056,250

Initial payment by the Local Government to the State: \$150,000.00.

Payment by the Local Government to the State before construction: \$781,250.00.

Estimated total payment by the Local Government to the State \$931,250.00.

This is an estimate.

The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-370	AFA ID	Z00012332	CFDA No.	20.205
AFA CSJs	0902-90-370			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Cheek Sparger: Bedford to Heritage Ave			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9b

Agenda Date 5/5/2026

Number Resolution R-26-5143

Type Resolution

Department Engineering

Title

Approval of an Advanced Funding Agreement with the Texas Department of Transportation for the construction of the Bedford Road Low Water Crossing (Little Bear Creek) between Saddlebrook Drive and Somerset Boulevard Project and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This item is for the approval of an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for funding for the construction of the Bedford Road Low Water Crossing (Little Bear Creek) project.

The costs will be allocated based on 80% federal funding and 20% local government funding until the federal funding reaches the maximum obligated amount of \$3,000,000.00. The local government will then be responsible for 100% of the cost overruns.

Financial Impact

The funding source for the project is the Drainage Fund

Recommendation

Approve

Attachments

1. Resolution R-26-5143
2. Advanced Funding Agreement

RESOLUTION R-26-5143

AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT
(AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR
CONSTRUCTION OF THE BEDFORD ROAD LOW WATER CROSSING
(LITTLE BEAR CREEK) BETWEEN SADDLEBROOK DRIVE AND
SOMERSET BOULEVARD PROJECT

WHEREAS, on August 21, 2025, via Minute Order 116997, the Texas Transportation Commission authorized the Bedford Road Low Water Crossing (Little Bear Creek) project (the "Project") to receive 80% Federal funds for construction of the Bedford Road Low Water Crossing (Little Bear Creek) between Saddlebrook Drive and Somerset Boulevard project and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Colleyville commits to provide the match. The local match is comprised of the Local Government's 20% match contribution; and

WHEREAS, the City of Colleyville is responsible for all Direct State Costs and 100% of cost overruns, if any; and

WHEREAS, the Colleyville City Council desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

Sec. 1. THAT the City Manager, is authorized to enter into an AFA with TxDOT for this Project.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, AND _ NAYS, ON THIS THE 5TH DAY OF MAY 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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Federal Earmarks Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **bridge maintenance**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

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

AGREEMENT

1. Responsible Parties:

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

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

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

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of **raising the Bedford Road Low Water Crossing (Little Bear Creek) located between Saddlebrook Drive and Somerset Boulevard out of the 100 year flood plain to allow for increased mobility for a north and south connection between Cheek Sparger Road and Glade Road as shown on Attachment A.**

4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

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

6. Amendments

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

7. Remedies

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

8. Utilities

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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

12. Construction Responsibilities

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

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

property acquired before execution of this Agreement and the obligation of federal spending authority.

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

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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

Local Government:	State:
City of Colleyville ATTN: City Manager 100 Main Street Colleyville, TX 76034-2916	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

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

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

29. **Lobbying Certification**

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. **Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

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

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

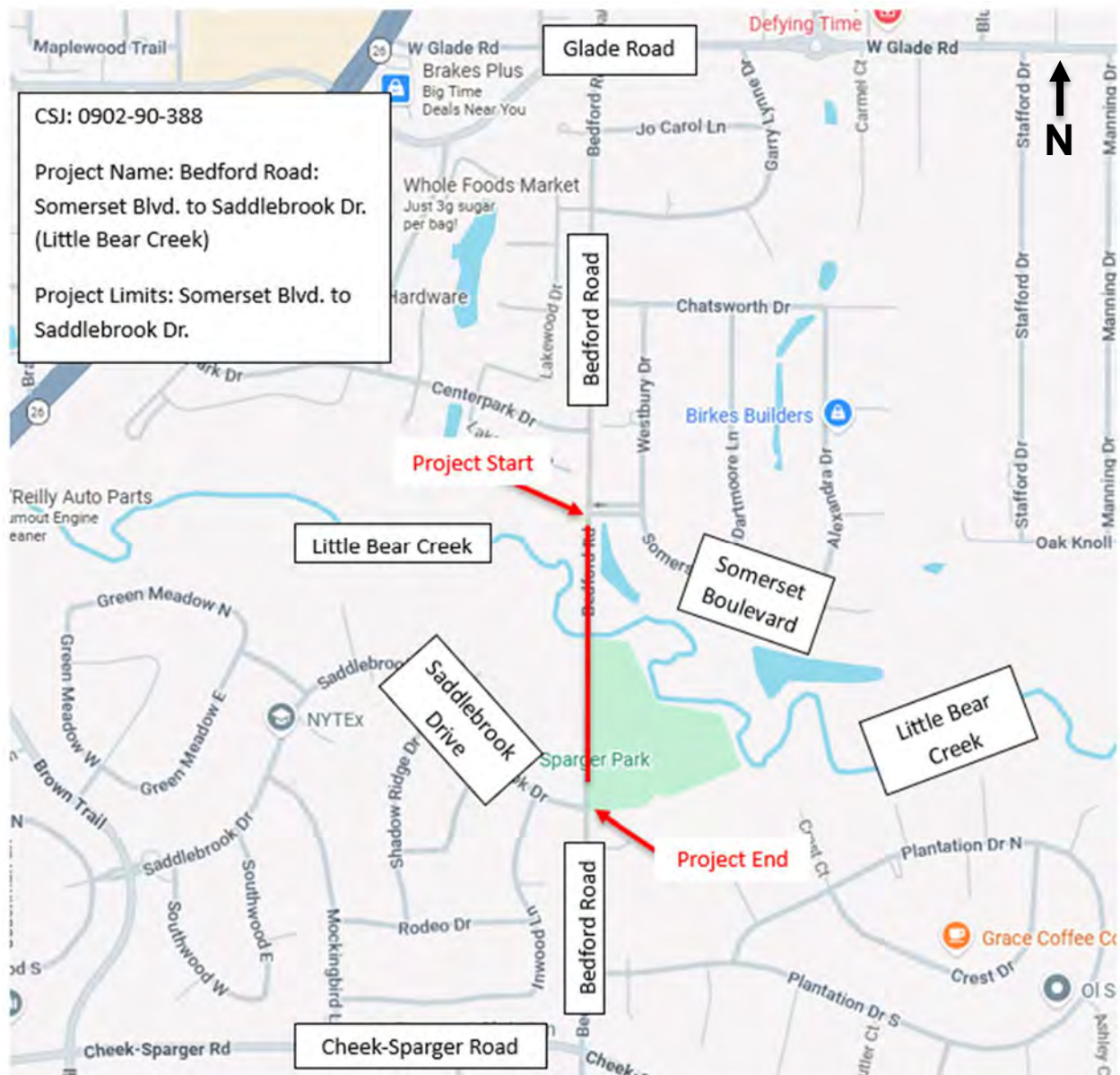
Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$250,000	80%	\$200,000	0%	\$0	20%	\$50,000
Engineering (by Local Government)	\$450,000	80%	\$360,000	0%	\$0	20%	\$90,000
Utilities (by Local Government)	\$200,000	80%	\$160,000	0%	\$0	20%	\$40,000
Construction (by Local Government)	\$2,700,000	80%	\$2,160,000	0%	\$0	20%	\$540,000
Subtotal	\$3,600,000		\$2,880,000		\$0		\$720,000
Environmental Direct State Costs	\$24,999	80%	\$20,000	0%	\$0	20%	\$4,999
Engineering Direct State Costs	\$25,000	80%	\$20,000	0%	\$0	20%	\$5,000
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Utility Direct State Costs	\$25,000	80%	\$20,000	0%	\$0	20%	\$5,000
Construction Direct State Costs	\$75,000	80%	\$60,000	0%	\$0	20%	\$15,000
Subtotal	\$150,000		\$120,000		\$0		\$30,000
Indirect State Costs (5.51%)	\$8,265	0%	\$0	100%	\$8,265	0%	\$0
TOTAL	\$3,758,265		\$3,000,000		\$8,265		\$750,000

Initial payment by the Local Government to the State: \$ 15,000.00 .
Payment by the Local Government to the State before construction: \$ 15,000.00 .
Estimated total payment by the Local Government to the State \$ 30,000.00 .

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-90-388	AFA ID	Z00012889	CFDA No.	20.205
AFA CSJs	0902-90-388			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Bedford Rd: Somerset Blvd to Saddlebrook			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9c

Agenda Date 5/5/2026

Number Resolution R-26-5144

Type Resolution

Department Community Development

Title

Consideration of a replat for proposed Lot 3R, Adair & Brown Estates, being Lots 3B and 4A2, Adair & Brown Estates, and zoned R-40 Single-Family Residential, located at 813 John McCain Road, Case PC26-004

Explanation

Reading and Public Hearing

Zachary Stevenson, the applicant, has submitted a request for a replat for proposed Lot 3R, Adair & Brown Estates, being Lots 3B and 4A2, Adair & Brown Estates, being approximately 4.2 acres and zoned R-40 Single-Family Residential.

Analysis: The request is to combine two tracts into a single lot. This constitutes a replat rather than an amending plat as the southern tract is not legally platted and was previously conveyed and sold by metes and bounds.

Existing Conditions/Background: The subject property, 813 John McCain Road, is developed as a single-family home and located east of the intersection of Pleasant Run Road and John McCain Road.

Plat Status: The subject property is platted as Lots 3B and 4A2, Adair & Brown Estates.

DRC Review: The DRC reviewed the request during their March 23, 2026, meeting and the case was scheduled for the April 13, 2026, Planning and Zoning Commission meeting.

Surrounding Development: The properties to the north and west are zoned R-40 Single-Family Residential and are improved with single-family homes. The properties to the east are zoned AG Agricultural and are improved with single-family homes. The properties to the south are zoned R-20 Single-Family Residential and are improved with single-family homes.

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified

per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the replat at their April 13, 2026 meeting by a vote of 6-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Notification Map
6. Notification Letter
7. Resolution R-26-5144

Aerial Map

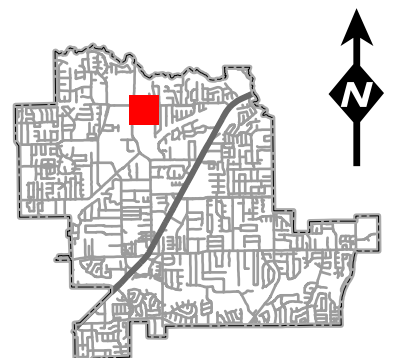


PC26-004

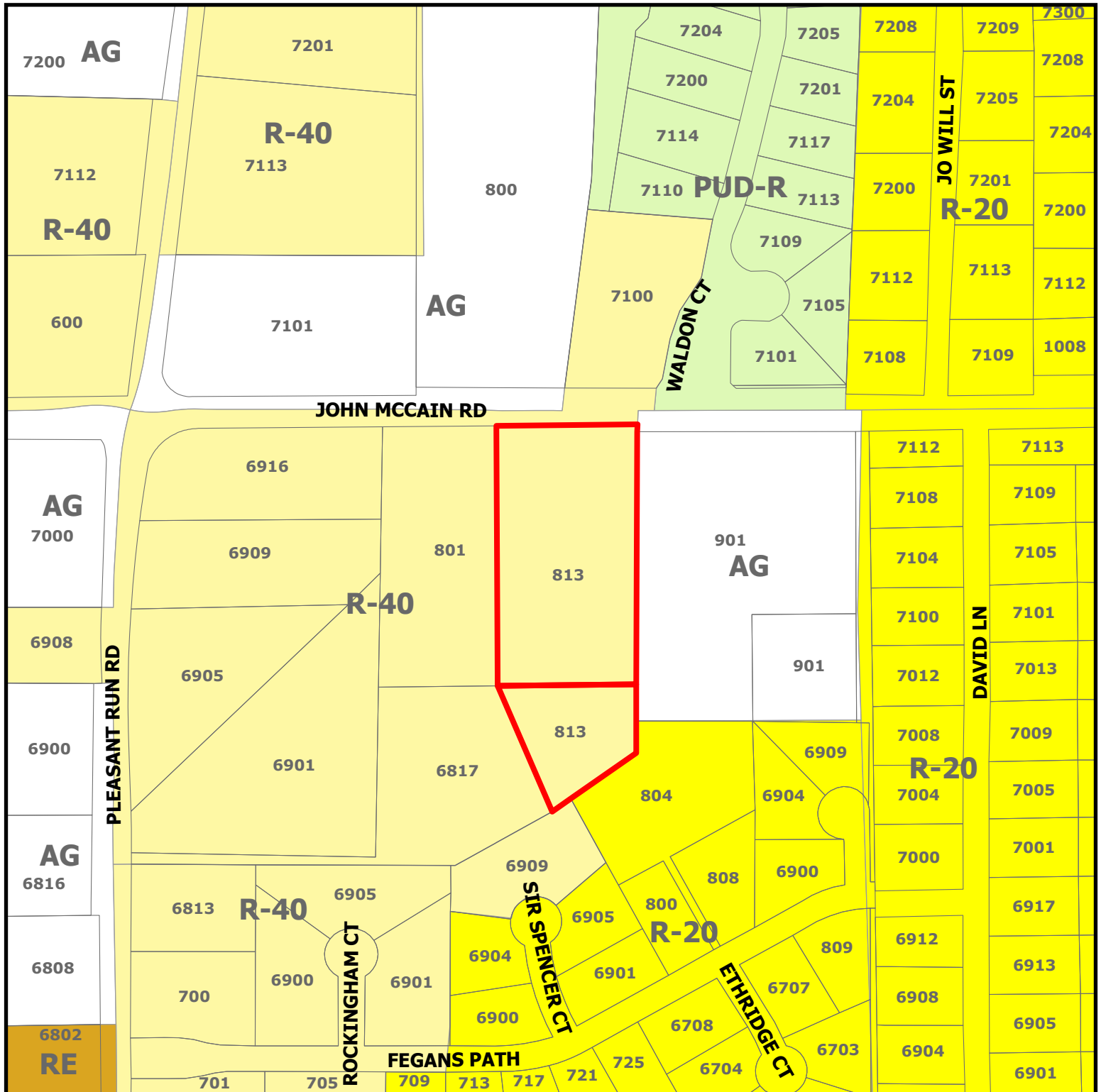
813 John McCain Road

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

 Subject Property



Zoning Map

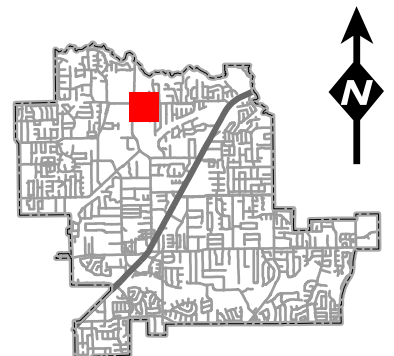


PC26-004

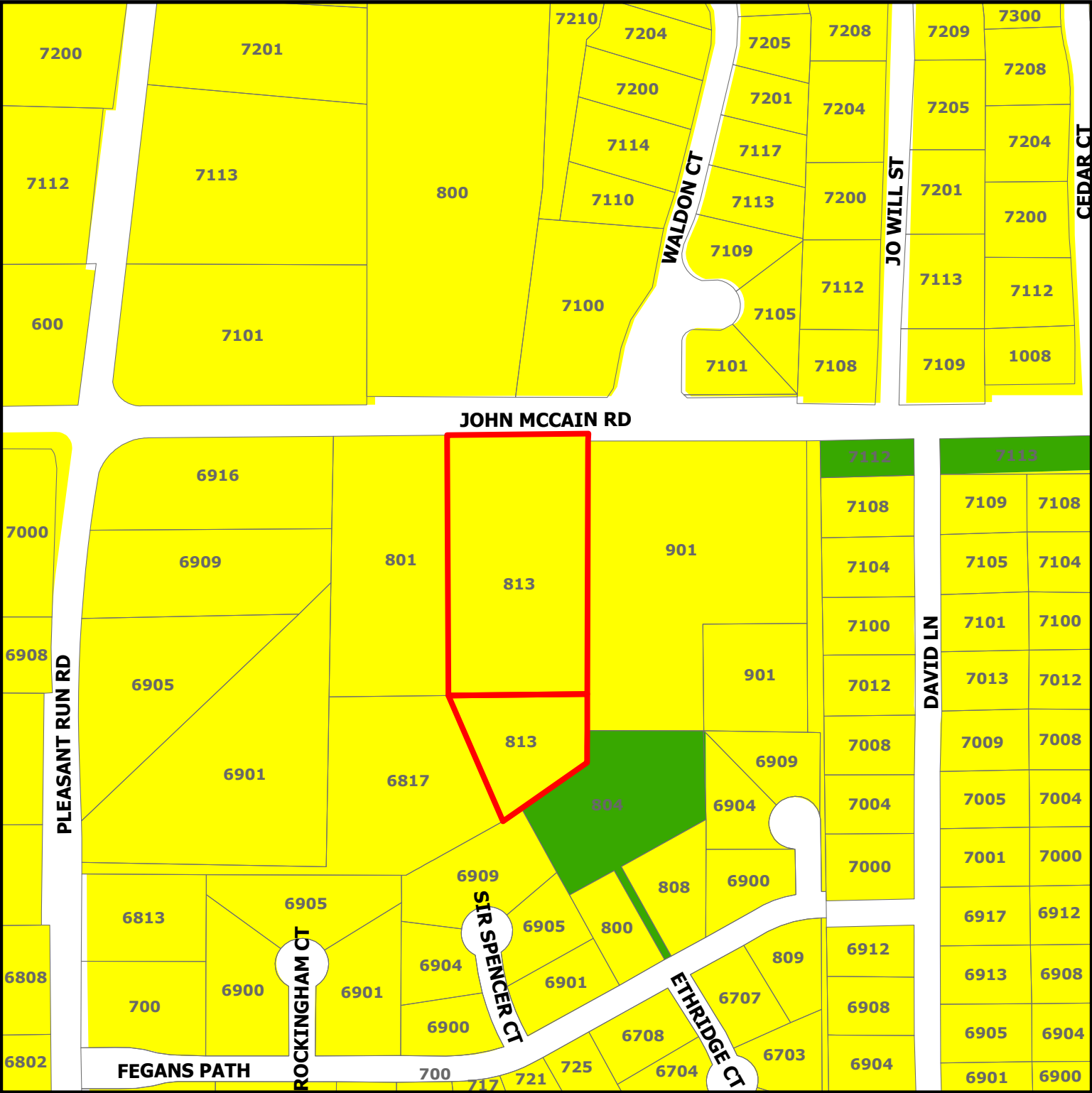
813 John McCain Road

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 Subject Property



Future Land Use Map



JOHN MCCAIN RD

PLEASANT RUN RD

DAVID LN

CEDAR CT

JO WILL ST

WALDON CT

ROCKINGHAM CT

SIR SPENCER CT

ETHRIDGE CT

FEAGANS PATH

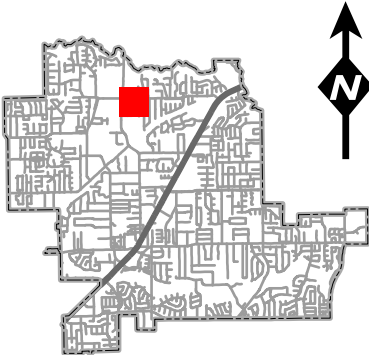
PC26-004

813 John McCain Road



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-  Residential
-  Open Space; Parks
-  Subject Property



Abbreviations - LEGEND
P.R.T.C.T. Plat Records, Tarrant County, Texas
O.P.R.T.C.T. Official Public Records, Tarrant County, Texas
D.R.T.C.T. Deed Records, Tarrant County, Texas
C.I.R.F. Capped Iron Rod Found
I.R.F. Iron Rod Found
C.I.R.S. Capped Iron Rod Set
ESMT. Easement
F.F.E. Finished Floor Elevation
(TYP.) Typical

NOTE:
OPEN CIRCLE INDICATES FOUND/SET MONUMENT
AS NOTED

ALL SET MONUMENTS TO BE INSCRIBED WITH
"BARRON STARK"

KEY IDENTITIES - LEGEND
CENTERLINE
EASEMENT LINE
BOUNDARY LINE
SURVEY ABSTRACT LINE
RIGHT-OF-WAY LINE
FLOOD ZONE AREA

GENERAL NOTES:

- 1.) The purpose of this plat is to merge all of Lot 3-B and a portion of Lot 4, Adair and Brown Estates Addition into a single lot.
- 2.) Bearings & Coordinates shown hereon are referenced to the Texas state plane coordinate system, N.A.D. 83 datum (Texas north central zone 4202).
- 3.) Any reference to the 100 year flood plain or flood hazard zones are an estimate based on the data shown on the flood insurance rate map provided by FEMA and should not be interpreted as a study or determination of the flooding propensities of this property, according to the flood insurance rate map for the City of Colleyville, Texas, dated SEPT. 25, 2009 Map No. 48439C0095K, a portion of the property described herein appears to lie within a special flood hazard area zone "Zone AE" (described as 1% annual chance flood with drainage areas less than 1 square mile) & "Shaded X" (0.2% annual chance of flooding).
- 4.) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction. No permanent buildings or structures shall be constructed over any existing or platted water, sanitary sewer, gas, electric cable or other utility easement of any type.
- 5.) Special Notice: Selling any portion of this Addition by meets and bounds is a violation of City ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
- 6.) No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.
- 7.) This parcel is served by a private on site sewage facility.
- 8.) Drainage Easement Restriction: No construction or filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.
- 9.) Floodway Easement Restriction: No construction shall be allowed within a floodway easement without the written approval of the City of Colleyville, and then only after detailed engineering plans and studies show that no flooding will result.
- 10.) Utility Easements: Any public utility, including the City of Colleyville, shall have the right to move and keep moved all or part of any building, fences, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat, and any public utility including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

State of Texas
County of Tarrant

Whereas Trevor Story and Mallie Story, being the sole owners a 4.2029 Acres in the William Dunn Survey, Abstract No. 404, City of Colleyville, Tarrant County, Texas and being all of Lot 3-B, Adair & Brown Estates, according to the plat thereof recorded in Volume 388-210, Page 93, Plat Records, Tarrant County, Texas (P.R.T.C.T.) & all of the 1.04 Acre tract of land described in deed to Dalton Way LLC, as recorded under Instrument Number D222289372, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2 inch capped iron rod inscribed "3963" found in the southerly right-of-way line of John McCain road being common to the northeast corner of Lot 3-A of Adair & Brown Estates, as recorded in Volume 388-210, Page 93, (P.R.T.C.T.);

THENCE NORTH 89°41'20" EAST, a distance of 269.81 feet to a 1/2 inch capped iron rod inscribed "Barron Stark" set for the northwest corner of Lot 5, Adair & Brown Estates, Volume 388-121, Page 55 (P.R.T.C.T.);

THENCE SOUTH 00°20'23" EAST, departing the southerly line of John McCain Road, and with the common line of the said Lot 5, a distance of 650.12 feet to a 60D Nail found for the southeast corner of the said 1.04 Acre tract, same being in the north line of Lot 16, Castlet Manor Addn as recorded under Instrument Number D205347348 (P.R.T.C.T.);

THENCE SOUTH 60°37'07" WEST, a distance of 208.76 feet to a 1/2 inch capped iron rod inscribed "Barron Stark" set for southeast corner of Lot 4, Adair & Brown Estates Addn as recorded under Volume 388-210, Page 8 (P.R.T.C.T.), being in the north line of Lot 8, Castlet Manor Addn as recorded under Instrument Number D205347348 (P.R.T.C.T.);

THENCE NORTH 20°19'06" WEST, with the common line of the said Lot 4, a distance of 255.93 feet to a 5/8 inch capped iron rod cap illegible found for the northeast corner of Lot 4, and with the southeast corner of the said Lot 3-A;

THENCE NORTH 00°19'24" WEST, a distance of 511.07 feet, returning to the POINT OF BEGINNING and enclosing 4.2029 Acres (183,077 Square Feet) more or less.

Surveyors Certificate

Know All Men By These Presents:

That I, Krystian Golebiewski, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED
OR VIEWED OR RELIED UPON AS A FINAL
SURVEY DOCUMENT.

Krystian Golebiewski, Register Professional Land Surveyor No. 6400
Barron Stark Engineers
4055 International Plaza, Suite 350, Fort Worth, Texas 76109
krystiang@barronstark.com



USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY KRYSYAN GOLEBIEWSKI, R.P.L.S.,
TEXAS REGISTRATION NO. 6400

Now, Therefore, Know All Men By These Presents:

That Trevor Story acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Lot 3R, Block 1, Adair & Brown Estates, an addition to the City of Colleyville, Tarrant County, Texas; and do(es) hereby dedicate to the public's use the streets, rights-of-way, and other public improvements shown thereon.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Colleyville, Tarrant County, Texas.

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

By:

Dalton Way LLC:

Trevor Story

Title: _____

State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person who's name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, on behalf of the said entities and in the capacities stated.

given under my had and seal of office on this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Now, Therefore, Know All Men By These Presents:

That Mallie Story acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Lot 3R, Block 1, Adair & Brown Estates, an addition to the City of Colleyville, Tarrant County, Texas; and do(es) hereby dedicate to the public's use the streets, rights-of-way, and other public improvements shown thereon.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Colleyville, Tarrant County, Texas.

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

By: Dalton Way LLC:

Mallie Story

Title: _____

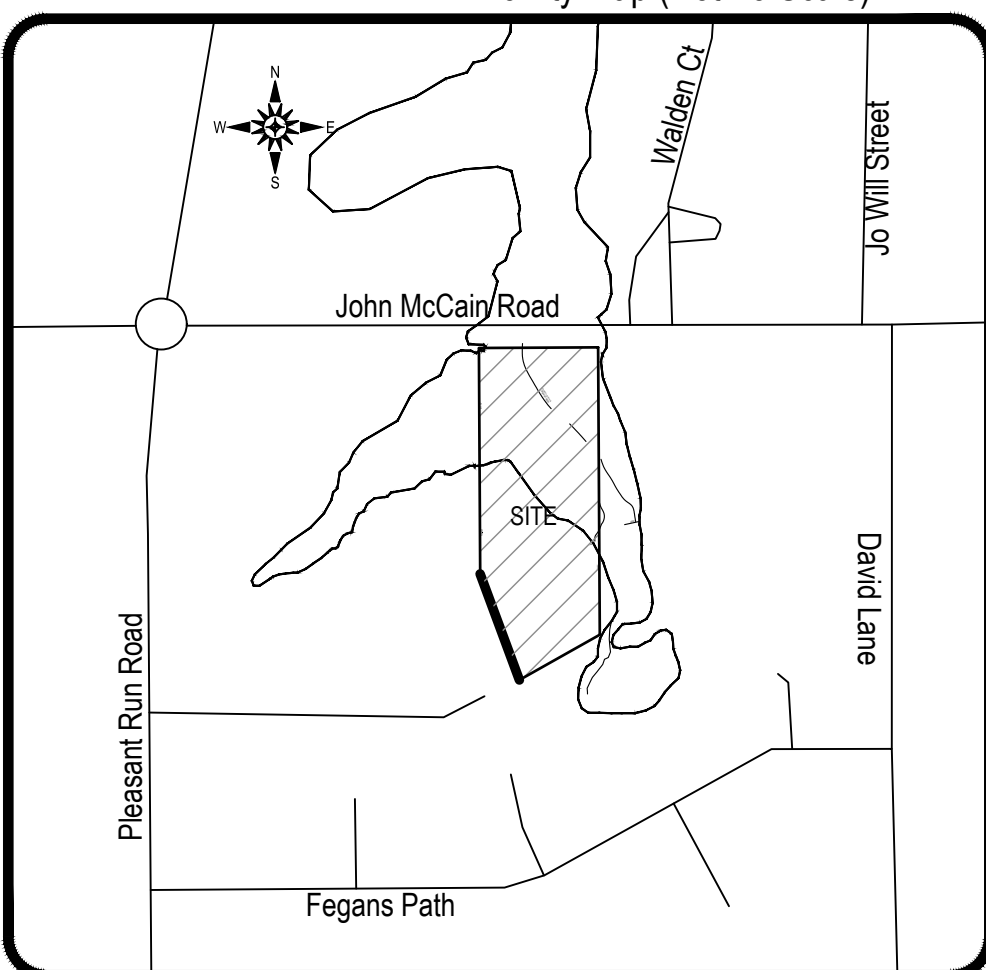
State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person who's name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, on behalf of the said entities and in the capacities stated.

given under my had and seal of office on this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Vicinity Map (Not To Scale)



Barron-Stark
Engineers

4055 International Plaza, Suite 350
Fort Worth, Texas 76109
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

Owner: Dalton Way LLC
Address: 604 E. Northwest Hwy
#102, Grapevine, TX

City Council Approval

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

Mayor, City of Colleyville

Attest: City Secretary

Planning and Zoning Commission Approval

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

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

Replat
Lot 3R, Adair & Brown Estates
City Of Colleyville, Tarrant County, Texas

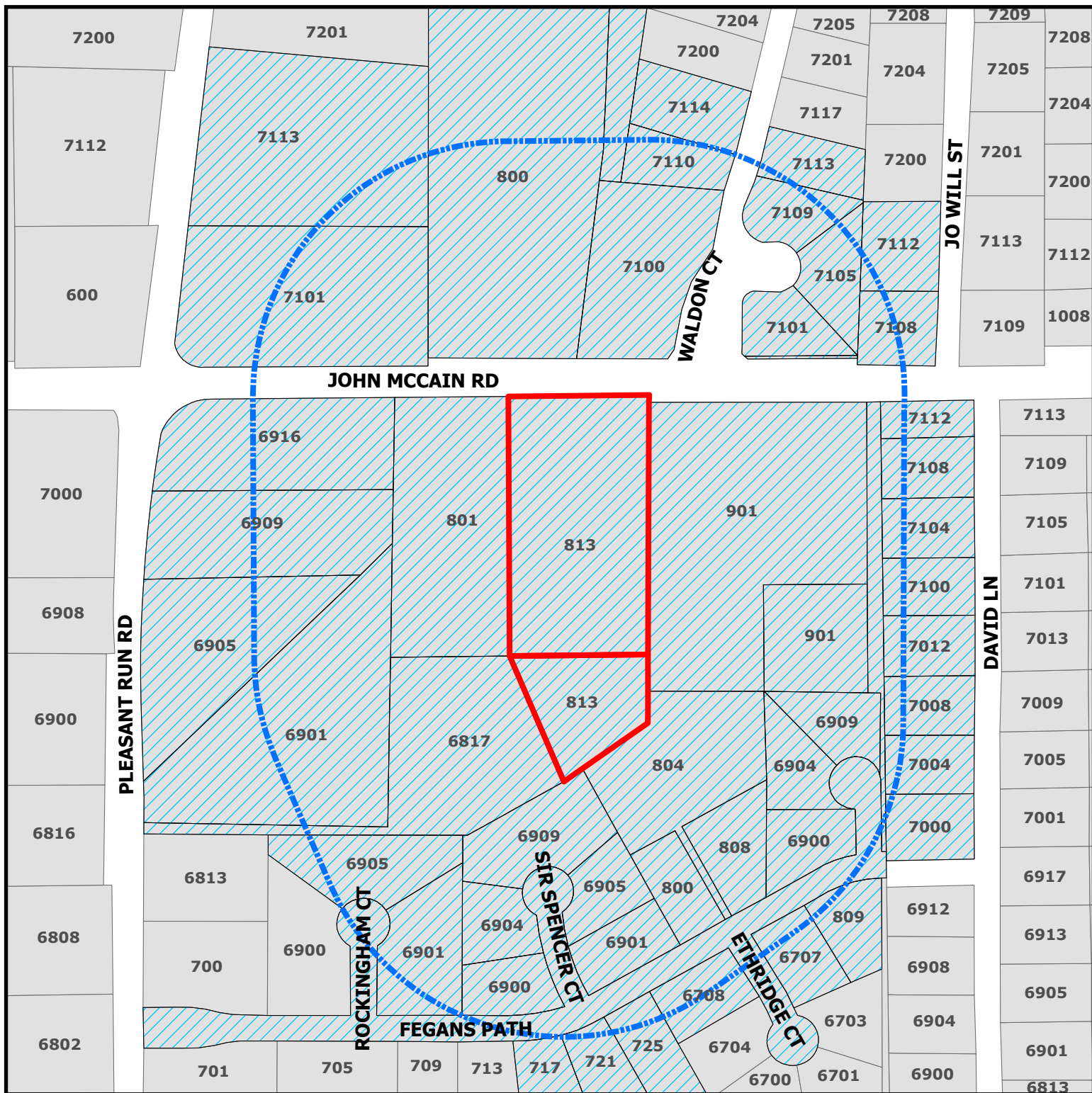
A 4.2029 Acre tract of land
being situated in the
W.T. Dunn Survey, Abstract No. 404
City Of Colleyville, Tarrant County, Texas

March 2026

PROJECT NO. 551-10452

SHEET 1 OF 1

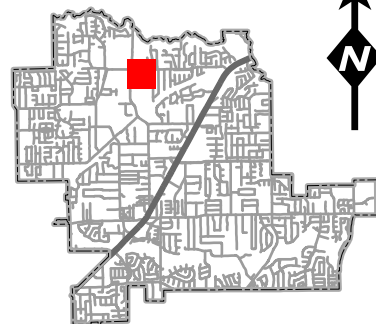
Notification Map



PC26-004

813 John McCain Road

-  Parcels to be notified
-  Buffer
-  Subject Property



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NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning & Zoning Commission Meeting: Monday, April 13, 2026 at 7:00 p.m.

City Council Meeting: Tuesday, May 5, 2026 at 7:00 p.m.

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

Request: Consideration of a replat for proposed Lot 3R, Adair & Brown Estates, being Lots 3B and 4A2, Adair & Brown Estates, being approximately 4.2 acres, and zoned R-40 Single-Family Residential. The request is to combine two lots into one lot.

Zoning Case: PC26-004

Applicant: Zachary Stevenson

Owner: Dalton Way LLC

Location: 813 John McCain Road

Property Description: Lots 3B and 4A2, Adair & Brown Estates

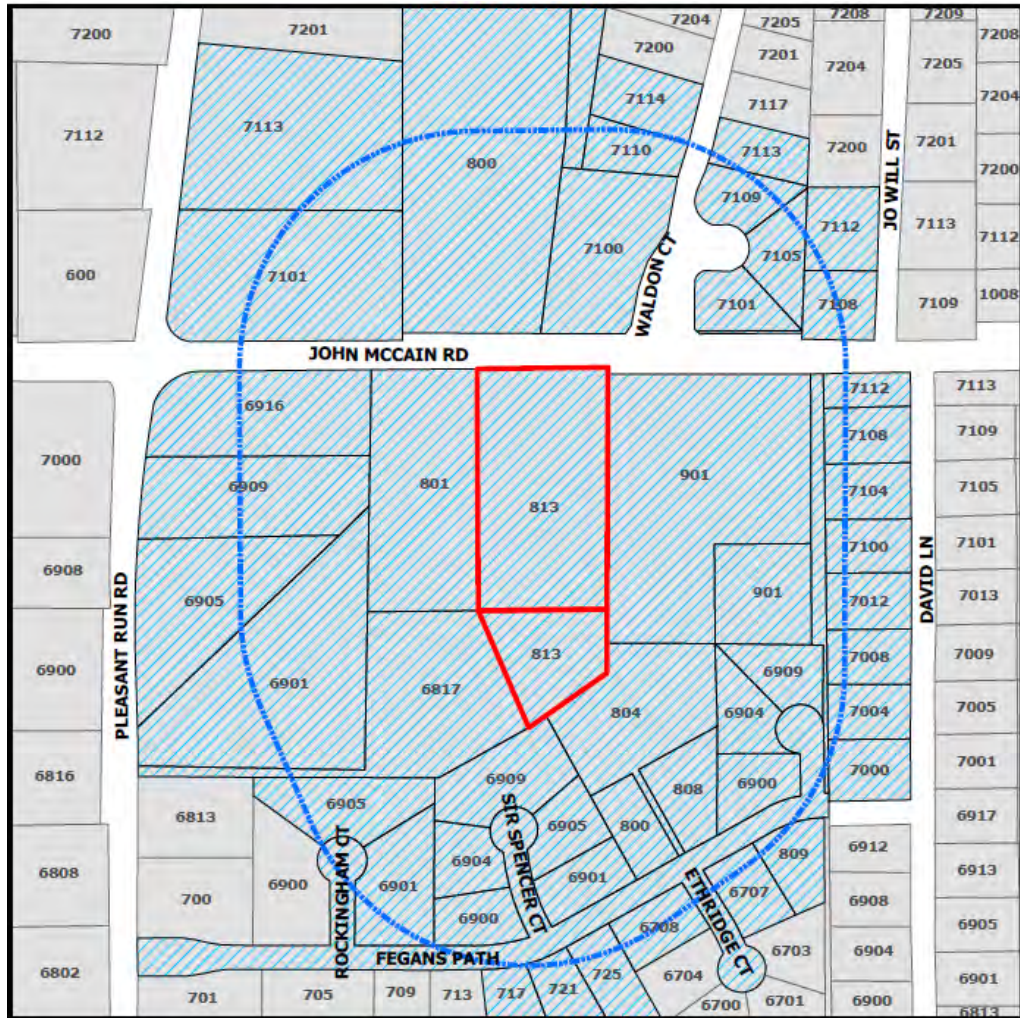
Present Zoning: R-40 Single-Family Residential

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

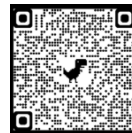
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

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

NOTICE OF PUBLIC HEARING



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



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

Daniel Ponder

Daniel Ponder
Planning Manager

RESOLUTION R-26-5144

A RESOLUTION APPROVING A REPLAT FOR LOT 3R, ADAIR &
BROWN ESTATES

WHEREAS, the property being platted is currently described as Lots 3B and 4A2, Adair & Brown Estates, and is proposed to be platted as Lot 3R, Adair & Brown Estates; and

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lot 3R, Adair & Brown Estates on April 13, 2026.

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

Sec. 1. THAT Lot 3R, Adair & Brown Estates, being approximately 4.2 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, AND ____ NAYS, ON THIS THE 5TH DAY OF MAY 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	_____		

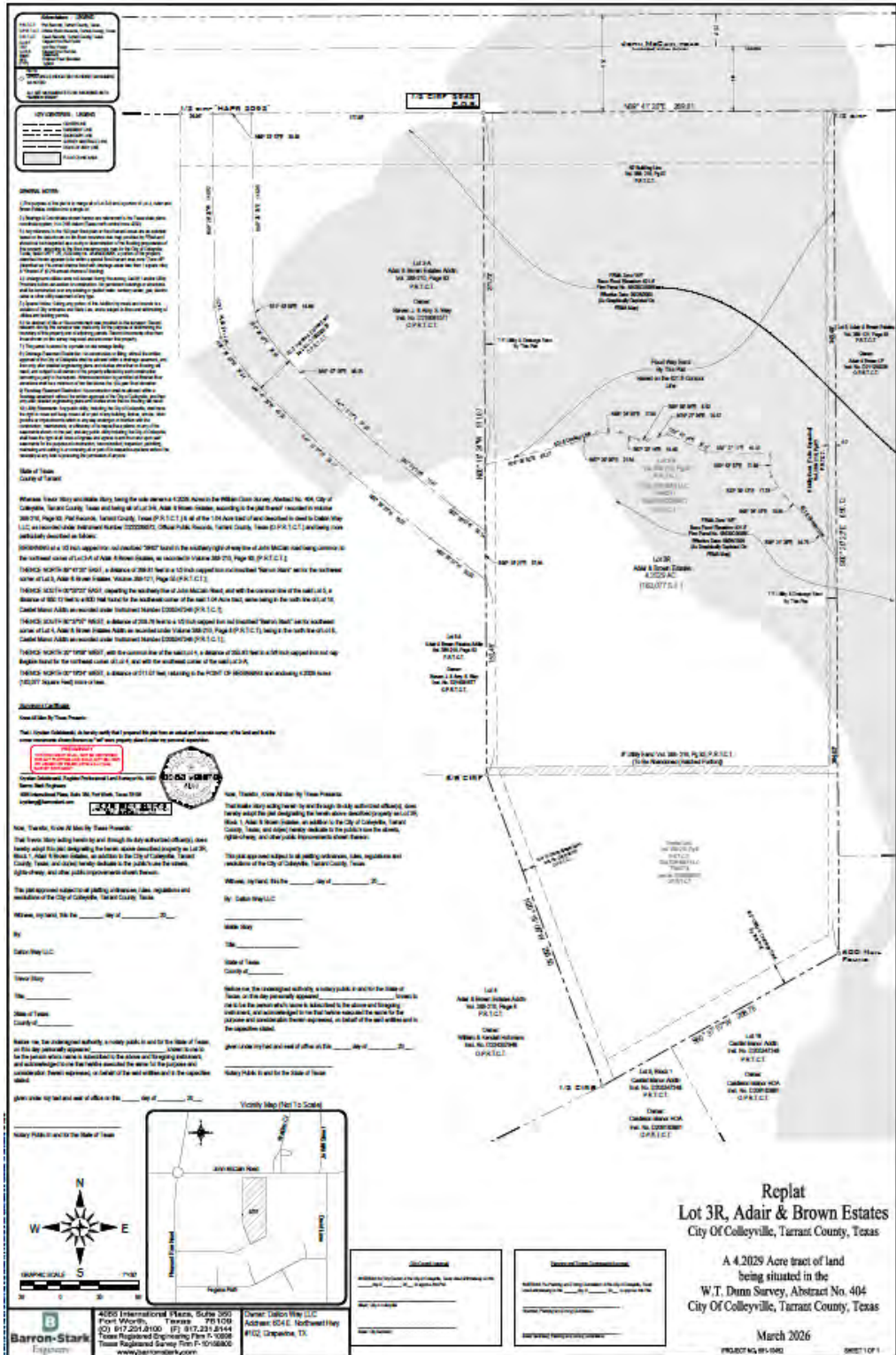
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A" - Plat Exhibit





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 11

Agenda Date 5/5/2026

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - December 15, 2025

Planning and Zoning Commission Minutes - March 9, 2026

Planning and Zoning Commission Worksession Minutes - March 23, 2026

Attachments

1. Colleyville Library Board Minutes - December 15, 2025
2. Planning and Zoning Commission Minutes - March 9, 2026
3. Planning and Zoning Commission Worksession Minutes - March 23, 2026



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY DECEMBER 15, 2025 - 6:00 PM

1. CALL TO ORDER

Chair Al Cain called the meeting of the Colleyville Library Board to order at 6:00 p.m.

Present: Chair Al Cain, and Board members: Bill Utley, Ellen Stotmeister, Molly Skinner, Robin Waggoner, Darrell Brown, David Thach, Susan Baum. City staff: Library Director Jack Pawlowski and Library Outreach and Program Coordinator Dina Bayles.

Absent: NA

2. APPROVAL OF MINUTES

August 11, 2025

A motion was made by Molly Skinner and seconded by Darrell Brown to approve the August 11, 2025 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Introduction of new Colleyville Library Board Members

Introductions were made by the board members. Bill Utley, Ellen Stotmeister, and Robin Waggoner were introduced and welcomed as new board members.

3b Election of Chair and Vice-Chair

Molly Skinner nominated Al Cain as Chair to which Susan Baum seconded. Al Cain accepted. Susan Baum nominated Molly Skinner as Vice-Chair which was seconded by Robin Waggoner and David Thach. Molly Skinner accepted.

3c Review Colleyville Library Board Bylaws

Al Cain addressed Article IV for number of meetings and 75% meeting attendance requirement. Director Pawlowski will be working with the City Secretary to discuss any updates to Article IV regarding new meeting dates and required attendance.

3d Makerspace Update

Director Pawlowski noted the ribbon cutting for the Makerspace was Tuesday, December 2nd at 5:00 PM and was well attended. First day of operation was Wednesday, December 3rd with operating hours given to the board. Existing staff are being utilized to run the Makerspace 20 hours per week. There have been 43 people touring the space and six patrons using the Makerspace as of today's date, for a total of 7.5 hours of utilization.

3e Discussion of Items for Future Agendas

Darrell Brown inquired about how the library is staffed, specifically how many full-time and part-time employees. Director Pawlowski informed the board there are five full-time staff members and 15 part-time staff at the library and would be able to provide a staff organizational chart at the next meeting. Susan Baum asked about volunteer utilization to which Director Pawlowski explained how the teen volunteers and adult volunteers support both the youth services and adult services areas. Director Pawlowski addressed the next board meeting date of Monday, April 20th, with the upcoming meeting dates being the 3rd Monday of April, August, and December. Future dates will be locked in at prior meetings due to potential holiday conflicts.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics

Director Pawlowski noted the September statistics are a good indication of how the year wrapped up. Circulation statistics were high, with Cloud Library usage continuing to grow. Hoopla usage is growing with 526 checkouts from June through September. Hoopla averages almost 100 uses per month at \$200 per month in pay per use charges. The entire Hoopla offerings were discussed to include e-books, e-audiobooks, music, TV shows, comics and binge passes. Two months into the new fiscal year, the gate count is high along with circulation statistics. Program attendance and statistics are strong as well.

B. Donations

The Garden Club donated the wreath at the Circulation Help Desk.

C. Library Programs

Holiday programs have been well attended. Winter/Spring Program brochure will be finalized on December 16th and published upon approval. Registration starts on Monday, January 5th with classes beginning on Monday, January 12th. Promotional support will be given through various channels to increase program attendance. The Winter Reading Challenge also begins on Monday, January 12th and is open to all ages. This bingo challenge encourages patrons to explore the library and its services in addition to reading. The Winter Reading Challenge ends on February 28th.

Director Pawlowski invited discussion regarding revising monthly statistics reporting to reflect current and pertinent library usage, such as the remote locker system and the new Makerspace. The next meeting will be additional discussion on the suggested updated revisions and what the board is interested in evaluating statistically. Molly Skinner inquired about statistics with the new library card and patron turnover from moving or not renewing cards. Director Pawlowski informed the board of the purging process with our database once per year around April. Library cardholder numbers are higher, and patron retention is better. Bill Utley asked how the library tracks patron visits inside the library and Director Pawlowski explained how the gate count system tracks movement into and out of the library. Ellen Stotmeister asked for more information about the remote locker system at the Colleyville Rec Center. Director Pawlowski explained the process of putting items on hold for pickup at the locker, how to check out browse-and-borrow items, and how to return items at the remote locker. The locker has been very popular with the eastern perimeter of Colleyville with steady monthly usage. Al Cain acknowledged that the Colleyville Rec Center staff have been very helpful with assisting patrons with the locker and promoting it.

4b Friends of the Colleyville Public Library Report

No members were present.

4c Colleyville Public Library Foundation Report

No members were present.

5. ADJOURNMENT

A motion was made by Darrell Brown and seconded by Susan Baum to adjourn the meeting of the Colleyville Library Board at 6:39 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 10 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 20th DAY OF APRIL 2026.

Minutes taken and prepared by:

A handwritten signature in black ink, appearing to read "Dina Bayles". The signature is fluid and cursive, with the first name "Dina" and last name "Bayles" clearly distinguishable.

Dina Bayles
Library Outreach and Program Coordinator



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, MARCH 9, 2026

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Pre Commission Meeting was called to order by Chair David Groves on March 9, 2026, at 6:15 p.m.

Roll Call

Present: David Groves, Richard Remley, David Ebert, Jerome Obinabo, Candace Sandifer, Jerry Savoie, and Brandon Arnold.

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Bethany Lopez, and Fire Marshal Rob Mckeown.

Community Development Director Ben Bryner and Planning Manager Daniel Ponder briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion regarding the updates to the cases the Commission would be voting on.

Chair David Groves adjourned the Planning and Zoning Commission Pre Commission Meeting at 6:22 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair David Groves on March 9, 2026, at 7:00 p.m.

Roll Call

Present: David Groves, Richard Remley, David Ebert, Jerome Obinabo, Candace Sandifer, Jerry Savoie, and Brandon Arnold.

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Bethany Lopez, and Fire Marshal Rob Mckeown.

1. APPROVAL OF MINUTES

- 1a** February 9, 2026, Planning and Zoning Commission Meeting Minutes
February 23, 2026, Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Savoie made a motion to approve the February 9, 2026, Planning and Zoning Commission Meeting Minutes and the February 23, 2026 Planning and Zoning Worksession meeting minutes, seconded by Commissioner Sandifer.

The motion was carried by the following vote:

Aye: 7 – Groves, Remley, Ebert, Obinabo, Sandifer, Savoie, Arnold
Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a rezoning from R-40 Single-Family Residential to R-20 Single-Family Residential and R-40 Single-Family Residential on Tracts 2Y and 2AA, Abstract 1248, Thomas J. Polson Survey, located at 300 Black Drive, Case ZC26-004

Planning Manager Daniel Ponder presented case ZC26-004 and briefed the Commission on the request. The applicant is requesting to rezone a portion of the property to R-20 Single-Family Residential and create three new lots.

Michael Monk, the applicant, came forward and briefed the commission on his request. There was general discussion regarding the number of lots proposed. Commissioner Remley asked if the applicant was willing to consider R-30 zoning. Monk expressed his desire to create smaller lots but was willing to table the case to consider new options.

The public hearing was opened.

Gennady Ronin, 4808 Black Court, spoke on the case. He requested that the commission consider the fewest lots possible for the request, due to concerns about additional traffic.

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

Commissioner Savoie made a motion to table case ZC26-004 to the April 13, 2026, Planning and Zoning Commission Meeting, seconded by Commissioner Remley.

The motion was carried by the following vote:**Aye: 7 – Groves, Remley, Ebert, Obinabo, Sandifer, Savoie, Arnold****Nay: 0**

- 2b** 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

Community Development Director Ben Bryner presented case GC26-003 and briefed the Commission on the request. The amendment would permit up to 4% of additional lot coverage for structures open on at least two sides.

The public hearing was opened. With no one wishing to speak, the public hearing was closed.

Commissioner Savoie made a motion to approve case GC26-003, seconded by Commissioner Sandifer.

The motion was carried by the following vote:**Aye: 7 – Groves, Remley, Ebert, Obinabo, Sandifer, Savoie, Arnold****Nay: 0****3. CITIZEN COMMENTS**

The public hearing was opened. With no one wishing to speak the public hearing was closed.

4. ADJOURNMENT

The meeting adjourned at 7:31 p.m.

The minutes were written and prepared by:

Bethany Lopez

Bethany Lopez
Planner

The meeting minutes were approved on April 13, 2026, by a vote of 6-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, MARCH 23, 2026

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair David Groves on March 23, 2026, at 6:15 p.m.

Roll Call

Present: David Groves, David Ebert, Jerome Obinabo, Jerry Savoie, Richard Remley, Candace Sandifer, and Brandon Arnold.

Staff Present: Community Development Director Ben Bryner, Fire Marshal Rob Mckeown, Planning Manager Daniel Ponder, Planner Chris Pham, Planner/Urban Forester Ivana Gonzalez, and Planner Bethany Lopez.

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a rezoning from R-40 Single-Family Residential to R-20 Single-Family Residential and R-40 Single-Family Residential on Tracts 2Y and 2AA, Abstract 1248, Thomas J. Polson Survey, located at 300 Black Drive, Case ZC26-004

TABLED FROM THE MARCH 9, 2026, PLANNING AND ZONING COMMISSION MEETING

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. The applicant provided a new proposal for three R-40 lots instead of three R-20 lots and one R-40 lot.

- 2b** Presentation and discussion of a rezoning from AG Agricultural to R-20 Single-Family Residential on Tract 1A09, Abstract 1756, A.T. Young Survey, located at 108 Glade Road, Case ZC26-005

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. The applicant is requesting the zoning change to allow for three R-20 lots on the property.

- 2c** Presentation and discussion of a Special Use Permit for an accessory building located in a non-residential zoning district on Lot 1R, Block 1, Covenant Christian Academy Addition, zoned PUD-C Planned Unit Development – Commercial, located at 901 Cheek-Sparger Road, Case ZC26-006

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. The accessory building would meet all requirements, but a Special Use Permit is required in non-residential zoning districts.

- 2d** Presentation and discussion of a Special Use Permit for a carport on Lot 2A, Adair & Brown Estates, zoned R-40 Single-Family Residential, located at 6916 Pleasant Run Road, Case ZC26-007

Planner Bethany Lopez presented the case and briefed the Commission on the request. The Special Use Permit is required due to its location on a corner lot and its size.

- 2e** Presentation and discussion of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC26-008

Planner Bethany Lopez presented the case and briefed the Commission on the request. The request would amend a previous ordinance to change the permitted hours of operation.

Presentation of a rezoning from CC-1 Village Retail, PUD-C Planned Unit Development – Commercial, and AG Agricultural to PUD-C Planned Unit Development – Commercial zoning on Lot 1R, Block 1, The Gardens and Tract 3G, Abstract 963, Absalom J. Lott Survey, located at 7009 and 7015 Colleyville Boulevard, Case ZC26-009

Planner Chris Pham presented the case and briefed the Commission on the request. There was discussion regarding the elevations and site plan provided by the applicant.

Presentation of a replat for proposed Lot 3R, Adair & Brown Estates, being Lots 3B and 4A2, Adair & Brown Estates, and zoned R-40 Single-Family Residential, located at 813 John McCain Road, Case PC26-004

Planner/Urban Forester Ivana Gonzalez presented the case and briefed the Commission on the request. The replat is necessary to combine two tracts into one lot due to the southern tract formerly being part of the lot to the west.

- 2h** Presentation and discussion of a Special Use Permit for a Charitable Donation Station on Lot 8, Block 6R, Woodbriar Estates West Addition, zoned CC-3 Highway Commercial, located at 3901 Colleyville Boulevard, Case ZC26-010

Community Development Director Ben Bryner presented the case and briefed the Commission on the request. All charitable donation stations require the approval of a Special Use Permit. The applicant is proposing a masonry wall to screen the donation station.

- 2i** Presentation and discussion of an amendment to the Land Development Code, Chapter 3, Land Use, which includes edits throughout the chapter related to outdoor storage, Case GC26-005

Community Development Director Ben Bryner presented the case and briefed the Commission on the request. The amendment would require a Special Use Permit for outdoor storage in all zoning districts where it is currently allowed by right.

3. ADJOURNMENT

The meeting adjourned at 6:50 p.m.

The minutes were written and prepared by:

Bethany Lopez

Bethany Lopez
Planner

The meeting minutes were approved on April 13, 2026 by a vote of 6-0.

RESOLUTION R-26-5145

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MAY 5, 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 5TH DAY OF MAY
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