



**CITY OF THE COLONY
CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 17, 2016
6:30 PM**

TO ALL INTERESTED PERSONS:

Notice is hereby given of a **REGULAR SESSION** of the **CITY COUNCIL** of the City of The Colony, Texas to be held at **6:30 PM** on **Tuesday, May 17, 2016** at **CITY HALL, 6800 MAIN STREET, THE COLONY, TEXAS**, at which time the following items will be addressed:

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1. Call to Order
 - 1.1. Invocation
 - 1.2. Pledge of Allegiance to the United States Flag
 - 1.3. Salute to the Texas Flag
 - 1.4. Recognize Girl Scout Troop 4723 for recent Tree Planting Project (General Admin, Perez)
 - 1.5. Recognize The Colony High School Students for participation in the April 2016 Leadership Program Day (General Admin, Perez)
 - 1.6. Recognize The Colony Firefighter's Trent Caldwell, Justyn Fraize, and Jeff Luse for their participation in the Georgia Smoke Diver Program (Fire, Thompson)
 - 1.7. Items of Community Interest
 - 1.7.1. Receive presentation from Parks and Recreation regarding upcoming events and activities (PARD, Stansell)

2.0 WORK SESSION

The Work Session is for the purpose of exchanging information regarding public business or policy. No action is taken on Work Session items. Citizen input will not be heard during this portion of the agenda.

- 2.1. Discussion with Michelle French regarding the Denton County Registration Office (Assistant City Manager, Miller)
- 2.2. Discuss and provide direction to staff regarding camping fees and policies at Stewart Creek Park (PARD, Nelson)

¹ These items are strictly public service announcements. Expressions of thanks, congratulations or condolences; information regarding holiday schedules; honorary recognition of city officials, employees or other citizens; reminders about upcoming events sponsored by the City or other entity that are scheduled to be attended by a city official or city employee. No action will be taken and no direction will be given regarding these items.

- 2.3. Discuss and provide direction to staff regarding Crown Castle Mini Cell Tower Facilities (Development Services, Joyce)
- 2.4. Council to provide direction to staff regarding future agenda items (Council)

3.0 CITIZEN INPUT

This portion of the meeting is to allow up to five (5) minutes per speaker with a maximum of thirty (30) minutes for items not posted on the current agenda. The council may not discuss these items, but may respond with factual data or policy information, or place the item on a future agenda. Those wishing to speak shall submit a Request Form to the City Secretary.

4.0 CONSENT AGENDA

The Consent Agenda contains items which are routine in nature and will be acted upon in one motion. Items may be removed from this agenda for separate discussion by a Council member.

- 4.1. Consider approving city council meeting minutes for May 5, 2016 (Interim City Secretary, Stewart)
- 4.2. Consider approving an ordinance of a Negotiated Settlement between Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2016 Rate Review (Finance, Cranford)
- 4.3. Consider approving a resolution authorizing the City Manager to execute an Encroachment / License Agreement for use of City Property by an adjacent property owner generally located at 3 Holden Circle (Engineering, Scruggs)

5.0 REGULAR AGENDA ITEMS

- 5.1. Conduct a public hearing, discuss and consider an ordinance adopting the Standards of Care Policy for Day Camp Programs (PARD, Swain)
- 5.2. Discuss and consider approving a resolution authorizing the City Manager to execute a contract amendment with CD Builders, Inc. for Phase 5 Residential Street re-construction (Engineering, Scruggs)

6.0 EXECUTIVE SESSION

- 6.1. A. Council shall into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation against Budget Suites Hotel located at 5289 S.H. 121, The Colony, Texas.

B. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Atlantic Colony Venture I, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al., Cause No. 16-02219-442.

C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric from an Ordinance of The Colony, Texas, and, in the Alternative, Application for a Declaratory Order, SOAH Docket No. 473-16-1119, PUC Docket 45175.

D. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to seek legal advice from the city attorney and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.

6.2. A. Any action as a result of executive session regarding pending or contemplated litigation against Budget Suites Hotel located at 5289 S.H. 121, The Colony, Texas.

B. Any action as a result of executive session regarding the pending or contemplated litigation - Atlantic Venture, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al.

C. Any action as a result of executive session regarding the pending or contemplated litigation Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric matter.

D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise the city concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

ADJOURNMENT

Persons with disabilities who plan to attend this meeting who may need auxiliary aids such as interpreters for persons who are deaf or hearing impaired, readers or, large print are requested to contact the City Secretary's Office, at 972-624-3105 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

CERTIFICATION

I hereby certify that above notice of meeting was posted outside the front door of City Hall by 5:00 p.m. on the 12th day of May, 2016.

Tina Stewart

Tina Stewart, TRMC, Interim City Secretary



TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Recognize Girl Scout Troop 4723 for recent Tree Planting Project (General Admin, Perez)

Background:

Purpose:

Local Girl Scout Troop 4723 recently planted a tree in the Legends to earn a badge while also supporting The Colony's Tree City USA efforts.

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Recognize The Colony High School Students for participation in the April 2016 Leadership Program Day (General Admin, Perez)

Background:

Purpose:

A group of mainly seniors participated in the program day on April 20th.

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 12, 2016

MEETING DATE:

SUMMARY OF REQUEST: Recognize The Colony Firefighter's Trent Caldwell, Justyn Fraize, and Jeff Luse for their participation in the Georgia Smoke Diver Program (Fire, Thompson)

Background:

Purpose:

The Georgia Smoke Diver course is a six-day, 60 hour program designed for the experienced firefighter who desires realistic training in self-survival, firefighter rescue, advanced search & rescue, thermal imaging, emergency procedures, teamwork, discipline, team leadership, situational awareness and decision making as well as how to function within the elements of the Incident Command System. The course is widely accepted as the most physically and mentally challenging fire training program in the nation. Firefighters Caldwell and Luse are the first ever from the State of Texas to successfully complete the program. It is a distinct honor that The City of The Colony has an elite few within our firefighter ranks.

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Receive presentation from Parks and Recreation regarding upcoming events and activities (PARD, Stansell)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:



AGENDA ITEM

City Manager

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Discussion with Michelle French regarding the Denton County Registration Office (City Manager, Miller)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Discuss and provide direction to staff regarding camping fees and policies at Stewart Creek Park (PARD, Nelson)

Background:

Purpose:

To present information and discuss camping fees, stay limits, and concerns about long-term camping at the park in vehicles that were not intended for this purpose.

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Discuss and provide direction to staff regarding Crown Castle Mini Cell Tower Facilities (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Crown Castle Material

Who is Crown Castle?

Crown Castle provides wireless carriers with the infrastructure they need to keep people connected and businesses running. Wireless infrastructure is their core business since they began in 1994. Crown Castle is listed on the NYSE and the S&P 500. Crown Castle doesn't just own and lease their infrastructure; they also offer comprehensive site development services.

As data usage continues to climb and as customers change the way they interact with their network, the ability for your service provider needs to adapt quickly. Crown Castle provides Small Cell Solutions (SCS) which they indicate are becoming more common as an option to increase capacity and serve faster, more reliable data and voice services to more people—especially in densely populated urban areas with challenging topography. Crown Castle has been working with SCS for over 10 years and have approximately 15,000 deployed nodes and 15,000 miles of installed fiber.

According to company brochures, Crown Castle has approximately 40,000 towers and 15,000 small cell nodes supported by approximately 16,000 miles of fiber. Crown Castle is the nation's largest provider of shared wireless infrastructure with a significant presence in the top 100 US markets.

Crown Castle Specialties

Site Leasing, Tower & Rooftop Development, SCN, Site Development Services, Site Acquisition, Architectural & Engineering, Zoning & Permitting, Construction

Proposed Small Cell Solutions Sites in and around The Colony

Attached are twenty-three (23) initial locations for the possible use of Small Cell Solutions in and around The Colony and Castle Hills area of Lewisville. A majority of the proposed sites are located in the SH 121, Nebraska Furniture Mart, Hawaiian Falls and the Castle Hills area.

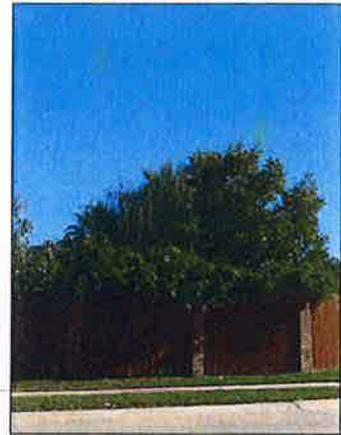


COL-01A

EAST SIDE OF LADY OF THE LAKE BLVD.,
NORTH OF CAMILLE DR.

SITE SUMMARY:

NEW 25'-0" METAL POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-02A

NORTHWEST SIDE OF KING ARTHUR BLVD.,
SOUTHWEST OF LADY OF THE LAKE BLVD.

SITE SUMMARY:

25'-0" METAL TRAFFIC SIGNAL POLE TO MATCH EXISTING POLE,
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-03A

NORTHWEST CORNER OF LADY OF THE LAKE
BLVD. & HOLY GRAIL DR.

SITE SUMMARY:

NEW 26'-0" METAL POLE,
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 38" X 28" ANTENNA SHROUD - 44" X 26",
POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED

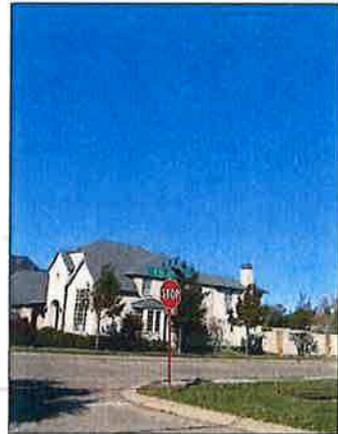


COL-04A

NORTHEAST CORNER OF KING ARTHUR BLVD. & LADY LORE LN.

SITE SUMMARY:

NEW 25'-0" METAL POLE WITH STOP SIGN AND STREET SIGNS ATTACHED.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED

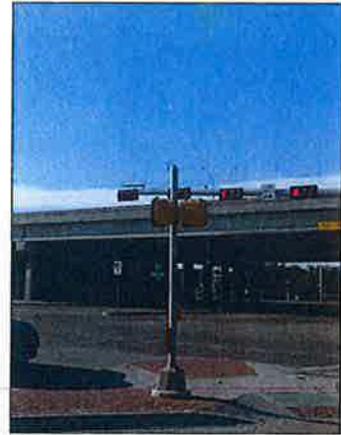


COL-05A

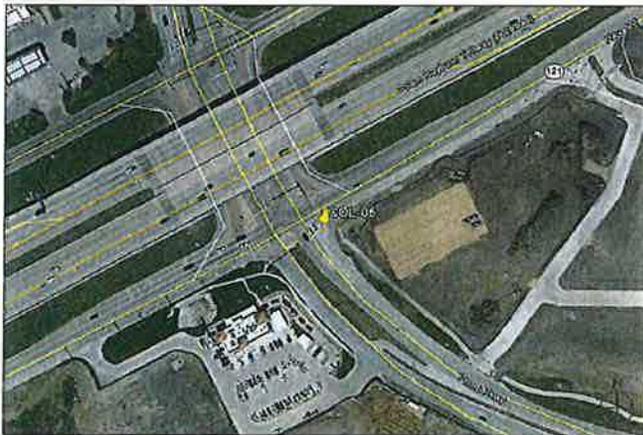
SOUTHEAST CORNER OF HWY 121 & PLANO PKWY.

SITE SUMMARY:

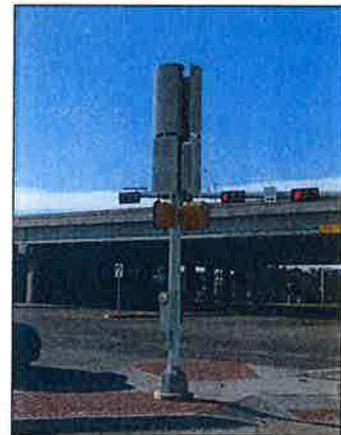
16'-0" METAL PEDESTRIAN CROSSING POLE WITH PEDESTRIAN CROSSING FIXTURES TO MATCH EXISTING POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN TXDOT RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-06A

MEDIAN OF NEBRASKA FURNITURE MART DR.,
NORTH OF BARGAIN WY.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-07A

MEDIAN OF NEBRASKA FURNITURE MART DR.,
WEST OF GRANDSCAPE BLVD.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-08A

MEDIAN OF NEBRASKA FURNITURE MART DR.,
NORTH OF PLANO PKWY.

SITE SUMMARY:

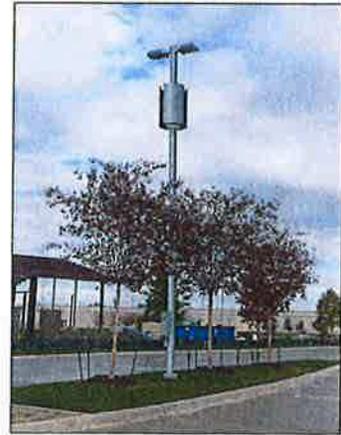
30'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-09A

MEDIAN OF DESTINATION DR., NORTH OF PLANO PKWY.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-10A

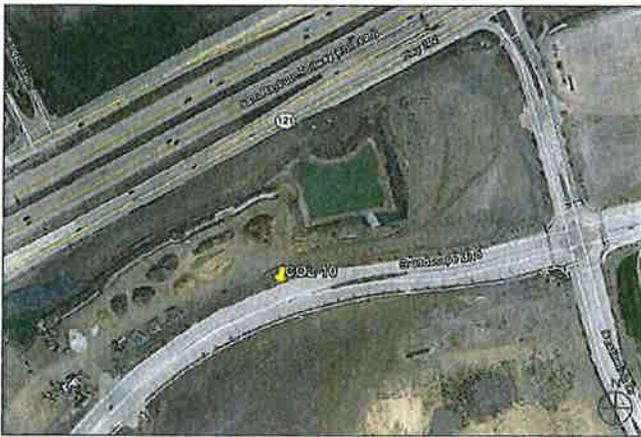
NORTH SIDE OF GRANDSCAPE BLVD., WEST
OF DESTINATION DR.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE,
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28",
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED

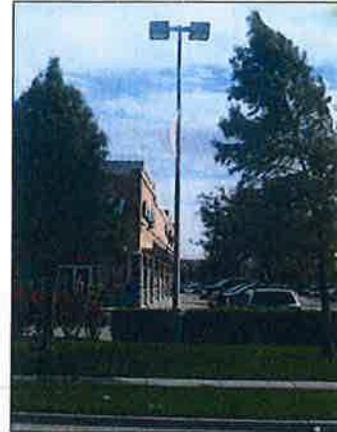


COL-11A

SOUTH SIDE OF HWY. 121, EAST OF JOSEY LN.

SITE SUMMARY:

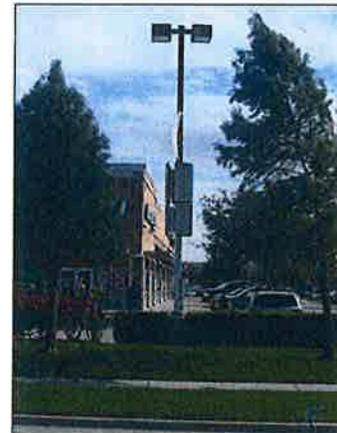
31'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN TXDOT RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-12A

SOUTH SIDE OF HWY. 121, EAST OF JOSEY LN.

SITE SUMMARY:

31'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN TXDOT RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED

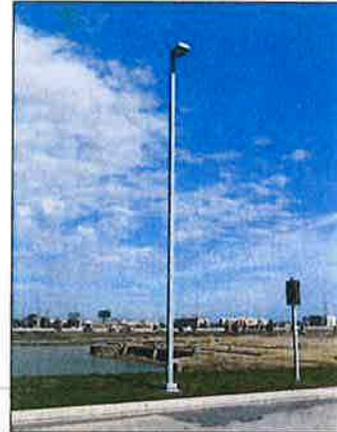


COL-13A

NORTH SIDE OF GRANDSCAPE BLVD., EAST
OF NEBRASKA FURNITURE MART DR.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-14A

MEDIAN OF DESTINATION DR., NORTH OF
GRANDSCAPE BLVD.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-15A

NORTHEAST CORNER OF PAIGE RD. & ARBOR GLEN RD.

SITE SUMMARY:

26'-0" METAL LIGHT POLE WITH ACORN LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-16A

EAST SIDE OF PAIGE RD., NORTH OF
MEMORIAL DR.

SITE SUMMARY:

26'-0" METAL LIGHT POLE WITH ACORN LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE,
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, 1X RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED

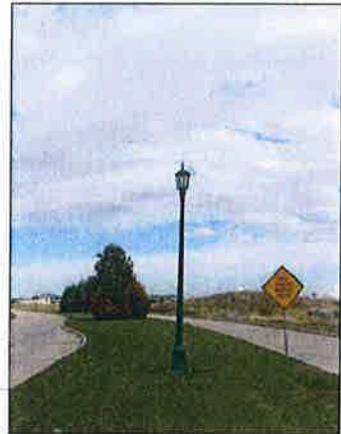


COL-17A

MEDIAN OF MEMORIAL DR., WEST OF PAIGE RD.

SITE SUMMARY:

26'-0" METAL LIGHT POLE WITH ACORN LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-18A

NORTH SIDE OF GRANDSCAPE BLVD., WEST OF
SPRING CREEK PKWY.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-19A

MEDIAN OF DESTINATION DR., SOUTH OF GRANDSCAPE BLVD.

SITE SUMMARY:

30'-0" METAL LIGHT POLE WITH LIGHT FIXTURES TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-20A

MEDIAN OF MEMORIAL DR., EAST OF BLAIR OAKS DR.

SITE SUMMARY:

26'-0" METAL LIGHT POLE WITH ACORN LIGHT FIXTURE TO MATCH EXISTING LIGHT POLE.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28".
LIGHT POLE LOCATED IN THE COLONY, TX RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-21A

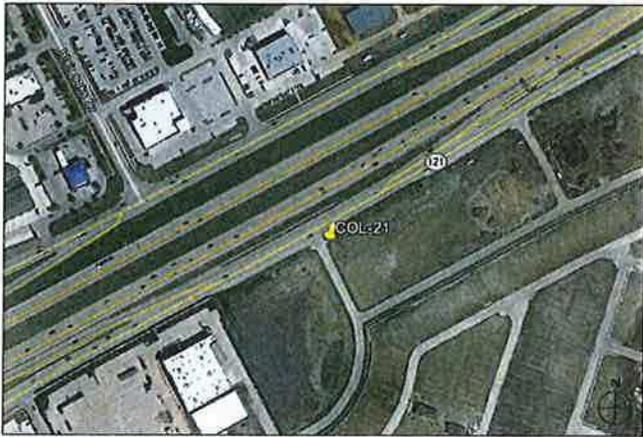
SOUTH SIDE OF HWY 121, WEST OF PLANO
PKWY.

SITE SUMMARY:

NEW 16'-0" METAL POLE WITH STOP SIGN ATTACHED.
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28",
LIGHT POLE LOCATED IN TXDOT RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED



COL-22A

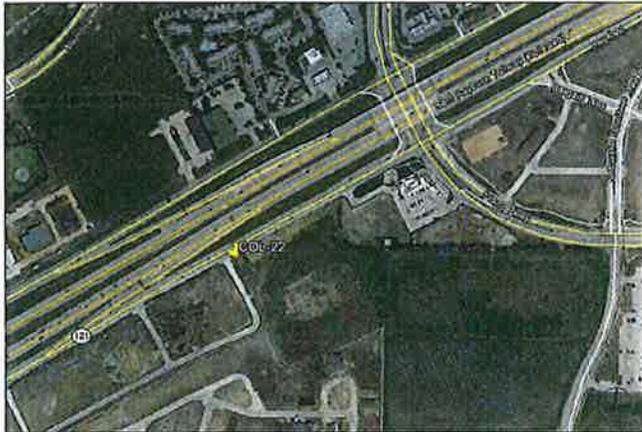
SOUTH SIDE OF HWY 121, WEST OF PLANO PKWY.

SITE SUMMARY:

NEW 18'-0" METAL POLE WITH STOP SIGN ATTACHED,
NEW POLE MOUNTED EQUIPMENT TO INCLUDE:
EQUIPMENT SHROUD - 36" X 28" ANTENNA SHROUD - 44" X 28",
LIGHT POLE LOCATED IN TXDOT RIGHT-OF-WAY.



EXISTING



AERIAL MAP



PROPOSED

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Council to provide direction to staff regarding future agenda items (Council)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 12, 2016

MEETING DATE: 05/17/2016

SUMMARY OF REQUEST: Discuss and consider approving meeting minutes for May 3, 2016 (Interim City Secretary, Stewart)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Minutes

**MINUTES OF COUNCIL REGULAR SESSION
HELD ON
MAY 3, 2016**

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:33 p.m. on the 3rd day of May, 2016, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

Joe McCourry	Mayor	Present
Kirk Mikulec	Mayor Pro-Tem	Present
Richard Boyer	Councilmember	Present
Brian R. Wade	Councilmember	Present
David Terre	Councilmember	Present
Perry Schrag	Councilmember	Present
Joel Marks	Councilmember	Present

And with seven council members present a quorum was established and the following items were addressed:

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1. Call to Order – 6:33 p.m.

1.1. Invocation – Richard Boyer

1.2. Pledge of Allegiance to the United States Flag

1.3. Salute to the Texas Flag

1.4. Proclamation: National Travel and Tourism Week May 1-7, 2016 (Communications, Baxter)

Mayor McCourry proclaimed May 1-7, 2016 as “National Travel and Tourism Week”. The proclamation was accepted by Communications and Tourism Director Diane Baxter and Tourism Specialist Mariko Lanicek.

1.5. Proclamation: Motorcycle Safety and Awareness Month (Council)

Mayor McCourry proclaimed the month of May 2016 as “Motorcycle Safety and Awareness Month. Proclamations were accepted by members of the Six Skulls, Bikers for Christ and American Legion Riders.

1.6. Proclamation: National Bike Month (PARD, Morgan)

Mayor McCourry recognized the month of May as “National Bike Month, the week of May 16-21 as Bike to Work Week and May 20th as Bike to Work Day”. Eve Morgan recognized members from the Shawnee Trails Cycling Club, Community Development Corporation, and The Colony Police Department. Eve announced upcoming projects the committee will be working on in the future. Doug Swantek, Vice President of Shawnee

¹ These items are strictly public service announcements. Expressions of thanks, congratulations or condolences; information regarding holiday schedules; honorary recognition of city officials, employees or other citizens; reminders about upcoming events sponsored by the City or other entity that are scheduled to be attended by a city official or city employee. No action will be taken and no direction will be given regarding these items.

Trails Cycling, provided an overview of the clubs organization and activities.

- 1.7. Proclamation: National Police Week 2016 (Police, Coulon)**
Mayor McCourry proclaimed the week of May 15-21 as "National Police Week 2016". The proclamation was accepted by employees of The Colony Police Department.
- 1.8. Proclamation: Eagle Scout Court of Honor for Christopher DeGrendele (Council)**
Mayor McCourry recognized Christopher DeGrendele of Troop 1001 for his achievement of Eagle Scout Court of Honor.
- 1.9. Presentation of Mayor's Monarch Pledge (General Admin, Perez)**
Mayor McCourry presented the Mayor's Monarch Pledge. The pledge was accepted by Linda Van Vracken of Keep The Colony Beautiful Board.
- 1.10. Mother's Opposing Bullying Presentation of Appreciation to City Council for Support of MOB World Unity Festival and Run (General Admin, Shallenburger)**
Belinda Ramsey of Mother's Opposing Bullying provided a video from the World Unity Festival and Run held on April 2, 2016. She presented a certificate of appreciation to Council.

Councilmember Terre asked if the Mother's Opposing Bullying organization would be interested in hosting the event next year making it even bigger and better. Ms. Ramsey stated she would be interested and hosting the event again.

- 1.11. Items of Community Interest**
- 1.11.1. Presentation from the Library Director regarding current and upcoming programs, events, and service improvements (Library, Sveinsson)**
Library Director Joan Sveinsson provided upcoming events and activities to the council.

Councilmember Marks announced The Colony Community Center is hosting a Health Fair on Friday May 6, 2016 for those 50 years and older from 9:00 a.m. until noon. He stated there would be a total of 25 vendors there providing a variety of services and products.

Councilmember Marks inquired on the new bridge at South Colony intersection regarding the traffic light issues. Director of Engineering Gordon Scruggs said staff was looking into it.

Councilmember Schrag shared his concerns regarding the low turnout for voters in the community. Mr. Schrag suggested since The Colony and the City of Lewisville serve some of the same residents, the city should make an effort to increase the city's lobbying efforts with Lewisville Independent School District in order to encourage citizens to get out and vote.

2.0 WORK SESSION

The Work Session is for the purpose of exchanging information regarding public business or policy. No action is taken on Work Session items. Citizen input will not be heard during this portion of the agenda.

2.1. Discuss a rental inspection program from the 2016 City Council Retreat (General Admin, Perez)

Joe Perez presented the rental inspection program to Council. He stated the program was initiated in 2005 requiring registration of all residential rental properties every twelve calendar months. The rental program was in effect for six years, and was placed on a temporary prohibition in 2011 per Council direction. Recently, staff performed program comparisons with several surrounding cities. Approximately 1,754 properties within the city are rentals. Joe stated staff and board recommends the following on the proposal: fee revisions requiring single or multi-family inspections are changed from ten or more years to a maximum of five years; to allow an annual rental registration fee of \$50.00 per unit; no fee assessed on the first inspection or follow-up inspection; and to access fees on any additional re-inspections. Mr. Perez shared staff's recommendation is for the addition of a building inspector and administrative assistant assigned primarily to administer the program with a total estimated cost of \$120,000.00.

Council provided discussion on the matter. Mayor agrees additional personnel are needed for the program. However, Mayor explained the current substantial situation of building inspection complaints is a higher priority and outweighs this program. Mayor advises staff to not move forward at this time.

Councilmember Terre stated he would be in support of the program and shared his understanding of the program for single families. He explained once renter A moves out of the property, renter B should be allowed to have a rental inspection prior to moving in.

2.2. Discuss and provide direction to staff regarding the adoption of an amendment to the Code of Ordinances, Chapter 6, Article VI, by adding Section 6-170, Entitled "Variance for Dogs on Premises of a Food Establishment (General Admin, Perez)

Joe Perez presented the proposed adoption amending the Code of Ordinance to Council. He stated the current ordinance prohibits dogs other than service animals within food establishments. The Texas Food Establishment Regulation provides for a suggested variance process and regulations to allow dogs in the patio areas of food establishments. Joe explained the food establishment must provide a separate entrance from the outside, so that a dog will have direct access to the patio without entering the interior of the food establishment. A sign must be posted at the front entrance of the food establishment, and no food preparation, including mixing of drinks or serving ice may be performed on the outside patio. Joe stated a food establishment could apply for the annual permit or the adoption fee of \$100.00 to \$150.00. The Health Authority will have the authority to approve, deny or revoke an application.

Council provided discussion on the item. Mayor asked staff to consider reviewing the language of the ordinance and to come back with samples of the proposed ordinance.

Councilmember Marks left the meeting at 7:45 p.m. and returned at 7:47 p.m.

- 2.3. Council to provide direction to staff regarding future agenda items (Council)
NONE**

3.0 CITIZEN INPUT

This portion of the meeting is to allow up to five (5) minutes per speaker with a maximum of thirty (30) minutes for items not posted on the current agenda. The council may not discuss these items, but may respond with factual data or policy information, or place the item on a future agenda. Those wishing to speak shall submit a Request Form to the City Secretary.

- 1. Jenny Proznik shared her concerns regarding the Lewisville School Board Election.*

4.0 CONSENT AGENDA

The Consent Agenda contains items which are routine in nature and will be acted upon in one motion. Items may be removed from this agenda for separate discussion by a Council member.

- 4.2. Consider approving City Council expenditures for the month of March 2016 (Council)**
- 4.3. Consider approving a resolution authorizing the City Manager to terminate the Boathouse Development Agreement (Development Services, Joyce)**
- 4.4. Consider approving an ordinance amending the Fiscal Year 2015-2016 Municipal Budget for the purpose of drainage improvements on West Shore Drive in Eastvale (Engineering, Scruggs)**

Motion to approve all items from consent- Marks; second by Schrag; motion passed with all ayes.

- 4.1. Consider approving City Council meeting minutes for April 19, 2016 (Interim City Secretary, Stewart)**

City Attorney Jeff Moore pulled item 4.1 from the consent agenda for separate consideration.

Motion to approve city council meeting minutes with revised language on Item No. 5.3. - Marks; second by Schrag; motion passed with all ayes.

5.0 REGULAR AGENDA ITEMS

- 5.1. Discuss and consider approving an ordinance authorizing a Development Plan allowing The Shacks at Austin Ranch, a combination of retail and restaurant buildings on 1.494-acre parcel of land located at the southeast corner of Plano Parkway and Windhaven Parkway in the Planned Development 22 (PD-22 – Austin Ranch) Zoning District (Development Services, Joyce)**

Mike Joyce reviewed the development plan for The Shacks at Austin Ranch. He advised Council of the parking, landscaping, and proposed site plan regulations. The Development Review Committee finds that the Development Plan meets all applicable requirements, and Planning and Zoning recommended approval.

Motion to approve- Mikulec; second by Wade; motion passed with all ayes.

- 5.2. Discuss and consider appointing members to the new City Hall Building Committee (Council)**

Mayor announced the continuation of the Facilities Committee for the new city hall building. He stated the committee would consist of the following members:

- *City Manager Troy Powell*
- *Interim City Secretary Tina Stewart*
- *All City Council*
- *Mayor and Councilmember Boyer as co-chair*

All meetings will be posted according to the Texas Government Code Section 551.041 "Notice of Meeting Required" of the Open Meetings Act.

Councilmember Mikulec left the regular session meeting at 8:09 p.m.

- 5.3. Discuss and consider appointing members to the new Athletic Practice Field Committee (Council)**

Mayor announced the committee would consist of the following:

- *Councilmember Terre*
- *Councilmember Wade*
- *2 members of the Community Development Corporation*
- *Member of the Executive Staff assigned by City Manager Troy Powell and a staff liaison*

Mayor asked Councilmember Wade to contact the League Association to assist with committee members. Once names have been collected the Interim City Secretary Tina Stewart will be responsible for notifying all members on upcoming meetings.

Executive Session was convened at 8:11 p.m.

6.0 EXECUTIVE SESSION

- 6.1. A. Council shall convene into a closed executive session pursuant to Section 551.071 of the TEXAS GOVERNMENT CODE to seek legal advice from the city attorney regarding permissible uses of the Type B sales tax revenue.**
- B. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Atlantic Colony Venture I, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al., Cause No. 16-02219-442.**
- C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric from an Ordinance of The Colony, Texas, and, in the Alternative, Application for a Declaratory Order, SOAH Docket No. 473-16-1119, PUC Docket 45175.**
- D. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to seek legal advice from the city attorney and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.**

Open Session was reconvened at 10:26 p.m.

- 6.2. A. Any action as a result of executive session regarding permissible uses of the Type B sales tax revenue.**

No Action

- B. Any action as a result of executive session regarding the pending or contemplated litigation - Atlantic Venture, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al.**

No Action

- C. Any action as a result of executive session regarding the pending or contemplated litigation Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric matter.**

No Action

- D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.**

No Action

And with no further business to discuss the meeting was adjourned at 10:27 p.m.

APPROVED:

Joe McCourry, Mayor
City of The Colony

ATTEST:

Tina Stewart, TRMC
Interim City Secretary

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 12, 2016

MEETING DATE: 05/17/2016

SUMMARY OF REQUEST: Consider approving an ordinance of a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2016 Rate Review (Finance, Cranford)

Background:

Purpose:

The Atmos Steering Committee has entered into an agreement with Atmos for a rate increase of the average monthly resident bill of \$1.26 or \$2.43% in order to maintain proper service levels.

Issues:

Alternatives:

Recommendations:

Attachments:

Model Staff Report
Ordinance

April 28, 2016

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company’s revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex’s 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City’s statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2016-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of The Colony, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 17TH day of May, 2016.

Joe McCourry, Mayor

ATTEST:

APPROVED AS TO FORM:

Tina Stewart, Interim City Secretary

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 12, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to execute an Encroachment / License Agreement for use of City Property by an adjacent property owner generally located at 3 Holden Circle (Engineering, Scruggs)

Background:

The property owner at 3 Holden Circle constructed a garage and patio on City property. The owner claims he received verbal permission to construct on City property many years ago. The City has no record of any such agreement.

The owner is now trying to sell his home and cannot close with the buyer because of construction over the property line. Staff believes that this agreement will allow the owner to sell the property. The term of the license is specified as perpetual in the agreement.

Purpose:

To consider approval of a License Agreement for use of the City Property by the adjacent property owner at 3 Holden Circle.

Issues:

N/A

Alternatives:

Not approve the agreement and require the property owner to move the structures.

Recommendations:

The City Attorney and staff have reviewed the license agreement and find it acceptable if City Council desires to approve it.

Suggested motion: I move to recommend approval of a License Agreement for use of the City Property by the adjacent property owner at 3 Holden Circle.

Attachments:

Location Map
Encroachment/License Agreement
Resolution



Location Map



ENCROACHMENT / LICENSE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

THIS ENCROACHMENT / LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is made by and between **JOHN W. SMITH** (hereinafter referred to as the "Developer"), and the **CITY OF THE COLONY, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City").

WHEREAS, the Developer is the owner of Lot 2, Block 246 of the Colony No. 28 addition, an addition located within the City of The Colony, Denton County, Texas, and having a street address of 3 Holden Circle, The Colony, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the City owns property adjacent to and contiguous with the Property; and

WHEREAS, the Developer has encroached upon the City's property by constructing and installing a building, patio and fence over the City's property (hereinafter referred to as the "Improvements"); and

WHEREAS, the City and Developer desire to enter into this Encroachment/License Agreement to address the Developer's installation of Improvements on the City's property (hereinafter referred to as the "Licensed Property").

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Developer covenant and agree as follows:

Section 1. Incorporation of Premises. The findings set forth above are incorporated into the body of this Agreement as if fully set forth herein.

Section 2. Effective Date. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (hereinafter referred to as the "Effective Date").

Section 3. Grant of License for Improvements. The City, being the present owner of the Licensed Property, which is adjacent to Developer's Property, for and in consideration of the foregoing, which is expressly made a part of this Agreement, and in consideration of approval of its request, hereby gives authorization and grants to Developer perpetual a license to construct, install, and maintain subject to the limitation herein, the Improvements located on the Licensed Property, within the easements and/or right-of-way as depicted in *Exhibit A* of this Agreement. Developer shall be solely responsible for the construction, maintenance, and installation of the Improvements on the Licensed Property, as set forth herein. The Developer, its

successors and assigns must maintain said Improvements located on the Licensed Property in good repair and shall ensure that the Improvements do not lean more than five percent (5%) from vertical.

The City agrees to give Developer written notice when and if it determines it necessary to construct any additional facilities or verbal notice if the repair of the existing facilities within the Licensed Property is an emergency. Upon receipt of such notification, Developer shall be responsible, as Developer's sole cost and expense, to remove the Improvements from the Licensed Property. The City shall not have any responsibility for damage or removal to any Improvements or any portion thereof, which remains on the Licensed Property after such notification. Upon completion of any such work by the City, Developer, at its sole cost and expense, may replace said improvements on the Licensed Property.

Section 4. Insurance. The City shall not be responsible for any damages to the Improvements located on the Licensed Property occurring from the failure of the City's facilities beyond the reasonable control of the City. Developer shall maintain adequate liability insurance with the City as a named beneficiary to insure reconstruction or repair of such Improvements in the event of damage or disrepair.

Section 5. Indemnity Clause. **DEVELOPER, ITS SUCCESSORS AND ASSIGNS DO HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES, AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE DEVELOPER'S PERFORMANCE OF THIS AGREEMENT.**

Section 6. Removal of Improvements. If the City determines based upon acceptable engineering standards the Improvements pose a hazard to the public or may interfere or impede traffic safety in anyway, or the City's facilities, the Improvements must be removed, at sole cost of the Developer, its successor and assigns.

Section 7. Event of Default. In the event Developer is in default of any of its obligations hereunder, before pursuing any remedy for such default, the City shall notify the other party, specifying the alleged default, and allow the Developer, its successors and assigns thirty (30) days ("Default Period") within which to cure such default. Upon expiration of the Default Period, if the default is not cured, City reserves the right to terminate this Agreement, and the Improvements must be removed from the Licensed Property, at sole cost of the Developer, its successors and assigns.

Section 8. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may be assigned without the expressed written consent of the other party.
- (d) **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind it to the same.
- (f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) **File in Deed Records.** This Agreement may be filed in the deed records of Denton County, Texas.
- (h) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

[The Remainder of this Page Intentionally Left Blank]

CITY:

CITY OF THE COLONY, TEXAS
A Texas home-rule municipality

Troy C. Powell, City Manager

ATTEST:

Tina Stewart, Interim City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Troy C. Powell, City Manager for the City of The Colony, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

John W. Smith

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on this the _____ day of _____
_____, 2016, by John W. Smith.

Notary Public, State of Texas

Exhibit A

Legal Description and/or Depiction
of the
Licensed Property

EXHIBIT FOR PROTRUSION

Being a portion of a tract of land situated in the R.P. Hardin Survey, Abstract No. 611, Denton County, Texas, same being that tract of land conveyed to The City of The Colony, by deed recorded in Volume 1824, Page 160, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the South corner of Lot 1, Block 246, of The Colony No. 28 an Addition to the City of The Colony, Denton County, Texas, according to the Map thereof recorded in Cabinet D, Page(s) 28, Map Records, Denton County, Texas, and the West corner of Lot 2 or said Addition, and in the Northeast line of Avocet Way (50 foot right-of-way);

THENCE South 46 degrees 26 minutes 01 seconds East, along the Northeast line of said Avocet Way, a distance of 36.32 feet to a point for corner, said corner being in the Northeast line of said Avocet Way, and the South corner of said Lot 2;

THENCE North 88 degrees 46 minutes 55 seconds East, along the South line of said Lot 2, a distance of 85.12 feet to a point for corner, said corner being on the South line of said Lot 2, and on the Northerly line of said City of The Colony tract;

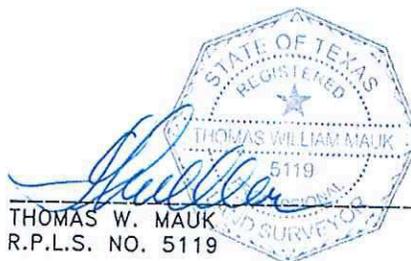
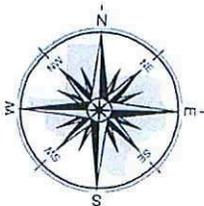
THENCE South 01 degrees 13 minutes 05 seconds East, a distance of 13.95 feet to a point for corner;

THENCE South 88 degrees 46 minutes 55 seconds West, a distance of 71.07 feet to a point for corner, said corner being in the Northeast line of said Avocet Way;

THENCE North 46 degrees 26 minutes 01 seconds West, along the Northeast line of said Avocet Way, a distance of 19.80 feet to the POINT OF BEGINNING, and containing 1,089 square feet or 0.03 acres of land.

GENERAL NOTES:

1) BEARINGS ARE BASED ON PLAT RECORDED IN CAB. D, PG. 28, UNLESS OTHERWISE NOTED.



THOMAS W. MAUK
R.P.L.S. NO. 5119

CBG Surveying, Inc.

PLANNING · SURVEYING
12025 Shiloh Road Suite 230 Dallas, Texas 75228
P 214.349.9485 · F 214.349.2216
www.cbgdw.com

SHEET 1 OF 2
JOB NO. 1607376-1
DRAWN BY: WTH
DATE: 05/09/16

**CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2016-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT/LICENSE AGREEMENT FOR USE OF CITY PROPERTY BY AN ADJACENT PROPERTY OWNER GENERALLY LOCATED AT 3 HOLDEN CIRCLE; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, hereby approves an Encroachment/License Agreement for use of city property by an adjacent property owner generally located at 3 Holden Circle.

Section 2. That a true and correct copy of the Agreement is attached hereto and incorporated herein as "Exhibit A".

Section 3. That the City Manager is authorized to execute an Encroachment/License Agreement for use of city property by an adjacent property owner generally located at 3 Holden Circle.

Section 4. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of May, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Conduct a public hearing, discuss and consider an ordinance adopting the Standards of Care Policy for Day Camp Programs (PARC, Swain)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Standards of Care Agenda Request
Standards of Care Memo
Standards of Care Ordinance and Policy
Standards of Care Policy

CITY COUNCIL AGENDA REQUEST

DATE SUBMITTED: 5/9/16	MEETING DATE: 5/17/16	SUBJECT: Standards of Care ordinance and policy for day camp programs	PAGE: 1 of 2
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SUMMARY OF REQUEST: Having a standards of care ordinance allows the City to receive an exemption certificate from the Texas Department of Family Protective Services, which states that we are not a licensed day care facility and as a municipal recreation program are not subject to the same rules and regulations as a licensed day care facility.

Background: (history, milestones, pertinent data, statistics)
 These standards of care and ordinance were adopted for the first time in 2012. Nothing has changed in either the standards or the ordinance, but we are required by the State of Texas and the Texas Department of Family Protective Services to formally adopt these standards on an annual basis.

Purpose: (incl. goals or desired outcomes)
 By approving this Standards of Care policy and ordinance we are not subject to the same requirements as a licensed day care facility. The Standards of Care notifies parents that we are not a licensed day care facility and notifies them of the standards that our program provides.

Issues: (timing, legal implications, policy or service impact)
 With Summer quickly approaching, it is important to get our Standards of Care policy adopted before summer Kidz Kamp begins.

Alternatives: (possible options)
 If we do not adopt a Standards of Care policy, we would be in violation of the policies of the Texas Department of Family Protective Services

Recommendations: (if specific motion required incl. here)
 Parks & Recreation Department staff recommend approval of the Standards of Care policy and ordinance as written.

FINANCIAL SUMMARY: (Leave blank if N/A)
 Are budgeted funds available: Yes No Amount budgeted/available: \$_____ Fund(s) (Name and number):
 Source of Funds:

FISCAL IMPACT STATEMENT (Leave blank if N/A)
If this is a non-budgeted item, identify probable gain, loss, or cost for each of the next 3 years. Identify whether any cost will be incurred thereafter.

Finance Director Review: _____

PREPARED BY: David Swain, Recreation Manager DEPARTMENT: Parks & Recreation	SUPPORTING DOCUMENTS: Ordinance
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<p>DIRECTOR: _____</p> <p>REVIEWED BY:</p> <p><input checked="" type="checkbox"/> City Manager</p> <p><input checked="" type="checkbox"/> City Attorney</p> <p><input type="checkbox"/> Finance Director</p> <p><input type="checkbox"/> ACM Operations</p> <p><input type="checkbox"/> ACM Administration</p> <p><input type="checkbox"/> Board Review</p> <p><input checked="" type="checkbox"/> Community Services Director (Other)</p>	<p>Standards of Care policy (Exhibit A)</p> <p>Memo</p>
<p>ACTION REQUESTED: Adopt the Standards of Care Policy and Ordinance</p>	<p>APPROVED: City Manager's Office:</p> <p>_____</p>

Memo

To: Mayor and City Council
From: Amber Downing, Recreation Coordinator
CC: Pam Nelson, Community Services Director
Troy Powell, City Manager
David Swain, Recreation Manager
Date: 5/12/2016
Re: Standards of Care for Kidz Kamp

Having a standards of care ordinance allows the City to receive an exemption certificate from the Texas Department of Family Protective Services, which states that we are not a licensed day care facility and as a municipal recreation program are not subject to the same rules and regulations as a licensed day care facility.

We put together our own Standards of Care policy in 2012, which is attached as Exhibit A, along with an ordinance to adopt these Standards of Care. The Standards of Care lay out our minimum operating standards when conducting our Kidz Kamp day camp program. Currently, Kidz Kamp is conducted 4 times throughout the year (Summer, Spring Break, and during the Thanksgiving and Christmas holidays).

Our Standards of Care policy was reviewed by Heather Myrick with the Texas Department of Family and Protective Services in 2012. She works in the Child Care Licensing division. After her review she stated that our Standards of Care contain everything that they require to receive the exemption certificate. As part of the DFPS requirements, the policy must be adopted by City Council on an annual basis in order to maintain our exemption certificate through the Texas Department of Family and Protective Services.

If you have any questions, please let me know. Parks & Recreation staff recommends approval of this policy and ordinance as written.

CITY OF THE COLONY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, ADOPTING DAY CAMP STANDARDS OF CARE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 42.041 of the Texas Human Resources Code provides generally that no person may operate a child-care facility or child-placing agency without a license issued by the Texas Department of Family and Protective Services. Moreover, Section 42.041(b)(14) of the Texas Human Resources Code provides this statutory requirement does not apply in pertinent part to an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; and

WHEREAS, the City Council of the City of The Colony, Texas, has determined that the following regulation is necessary in order to protect public health, safety, and welfare of the citizens of the City of The Colony, Texas.

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

SECTION 1. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. That the City Council hereby adopts day camp Standards of Care to be conducted by the Parks and Recreation Department, a copy of which is attached hereto as Exhibit “A.”

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. This Ordinance shall become effective from and after its date of passage in

accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of The Colony, Texas, on this the 17th day of May, 2016.

APPROVED:

Joe McCourry, Mayor

ATTEST:

Tina Stewart, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit “A”

City of The Colony
Standards of Care for Kidz Kamp Day Camp Programs

PURPOSE

The following Standards of Care are intended to be minimum standards by which the City of The Colony Parks and Recreation Department will operate the City's Kidz Kamp day camp programs. These programs operated by the City of The Colony are recreational in nature and are not licensed by the State of Texas nor operated as day care programs. Adoption of these Standards of Care will allow the City to qualify as being exempt from the requirements of the Texas Human Resources Code.

General Information/Administration

A. Organization

1. The governing body for the City of The Colony Kidz Kamp programs is the City Council of the City of The Colony, Texas.
2. Implementation of the Standards of Care for Kidz Kamp is the responsibility of the Community Services Director and Parks and Recreation Department employees.
3. The Standards of Care for Kidz Kamp will apply to any Kidz Kamp program including Holiday Kamp, Spring Break Kamp, and Summer Kamp.
4. The Colony Recreation Center will have available for public review a current copy of the Standards of Care.
5. Parents of participants will be provided access to a current copy of the Standards of Care through the City's web site.
6. Criminal background checks will be conducted on prospective Kidz Kamp employees, when applicable, and consistent with state law. If results of that criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - a. A felony or misdemeanor classified as an offense against a person or family;
 - b. A felony or misdemeanor classified as public indecency;

- c. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
- d. Any offense involving a crime of moral turpitude;
- e. Any offense that is deemed to potentially put the City of The Colony or Kidz Kamp participants at risk.

B. Definitions

- 1. City: City of The Colony.
- 2. City Council: City Council of the City of The Colony.
- 3. Department: Parks and Recreation Department.
- 4. Director: City of The Colony Director of Community Services.
- 5. Kidz Kamp: City of The Colony youth camp program held during school holidays.
- 6. Parent Handbook: Booklet of Kamp policies, procedures, required forms and organizational and programming materials relevant to the Kidz Kamp program.
- 7. Recreation Coordinator: City of The Colony's full time programmer who has been assigned administrative responsibility for the City of The Colony's Kidz Kamp program.
- 8. Recreation Manager: Recreation Coordinator's supervisor who will handle administrative responsibility for the City of The Colony's Kidz Kamp program in the Recreation Coordinator's absence.
- 9. Employee or Counselor: Someone who has been hired to work for the City of The Colony and has been assigned responsibility for managing, administering, or implementing some portion of the City of The Colony's Kidz Kamp programs.
- 10. Program Site: The Colony Recreation Center or LISD schools.
- 11. Participant: A youth whose parent(s) have completed all required registration procedures and who has been determined to be eligible for the City of The Colony's Kidz Kamp.

12. Parent(s): A parent or guardian who has legal custody and authority to enroll a child in the City of The Colony's Kidz Kamp.

C. Inspection/Monitoring/Enforcement

1. The Recreation Coordinator will make visual inspections of the program based on the following schedule:
 - a. Summer Kidz Kamp will be inspected twice during the summer.
 - b. Holiday Kidz Kamp (Thanksgiving and Winter) will be inspected once.
 - c. Spring Break Kidz Kamp will be inspected once.
2. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible for taking the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Coordinator. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Recreation Manager and the complaint and resolution will be noted.

D. Enrollment

1. Before a child can be enrolled, a parent/guardian must sign registration forms that contain the child's:
 - a. Name, address, home telephone number
 - b. Parent/Guardian's name, address and telephone numbers during program hours

Emergency contacts including names and phone number during program hours
 - d. Names and driver's license numbers of people to whom the child may be released
 - e. A statement of the child's special problems, needs or medical conditions
 - f. Emergency medical authorization

- g. Permission for field trips
- h. Liability Waiver

E. Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation Coordinator and Recreation Manager. The Recreation Manager will immediately notify the Police Department and any other agency as may be appropriate.

Texas state law requires the staff of these youth programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fine up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

F. Staffing – Responsibilities and Training

1. Recreation Coordinator and Recreation Manager
 - a. Recreation Coordinator and Recreation Manager are full-time, professional employees of the City of The Colony Parks and Recreation Department and will be required to have all the same qualifications as outlined in Section F.2. below.
 - b. Recreation Coordinator and Recreation Manager must meet the minimum education/experience requirements for employment with the City of The Colony to plan and implement recreation activities.
 - c. Recreation Coordinator and Recreation Manager must be able to pass a background investigation including a test for illegal substances.
 - d. Recreation Coordinator and Recreation Manager must have a current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) and AED. All certifications must be current during the camp operation.
 - e. Recreation Coordinator is responsible for administering the programs' daily operations in compliance with the adopted Standards of Care.

- f. Recreation Coordinator is responsible for hiring, supervising, and evaluating the Kidz Kamp Director, Kidz Kamp Assistant Directors and Kidz Kamp Counselors.
- g. Recreation Coordinator is responsible for planning, implementing, and evaluating programs.

2. Kidz Kamp Staff

- a. Program employees include Kidz Kamp Director, Kidz Kamp Assistant Director, and Kidz Kamp Counselors.
- b. Program employees may be full-time, part-time, or temporary employees of the Parks and Recreation Department.
- c. Program employees shall be age 16 or older. However, each site will have at least one employee age 18 or older on site at all times.
- d. Program employees should consistently exhibit competency, good judgment and self-control when working with participants.
- e. Program employees must relate to participants with courtesy, respect, tolerance and patience.
- f. Program employees must have a current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) and AED. All certifications must be current during the camp operation.
- g. Program employees must pass a background investigation when applicable, including testing for illegal substances.
- h. Program employees will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- i. Program employees will be responsible to know and adhere to all City, Departmental, and youth program standards as well as policies and procedures that apply to the youth programs.
- j. Program employees must ensure that participants are only released to a parent or authorized person, designated by the parent or guardian. If a

parent wishes their child to sign himself in or out the parent must provide specific, written authorization.

3. Training and Orientation

- a. The department is responsible for providing training and orientation to program employees in working with children and for specific job responsibilities.
- b. Program employees will be provided with a staff manual.
- c. Program employees must be familiar with the Standards of Care for Kidz Kamp programs as adopted by the City Council.
- d. Program employees must be familiar with the program policies including discipline, guidance, and release of participants as outlined in the staff manual.
- e. Program employees will be trained in appropriate procedures to handle emergencies.
- f. Program employees will be trained in areas including city departmental program policies, procedures, leading activities, safety issues and organization.
- g. Program employees will be required to sign an acknowledgement that they have received the required training.

G. Operations

1. Staff to Participant Ratio

- a. The standard ratio of participants to staff is 1:15 based on average daily attendance. In the event a program employee is unable to report to the program site, the coordinator will assign a replacement.
- b. Program employees are responsible for being aware of the participants' habits, interests, and special needs as identified by the participants' parent/guardian during the registration process.

2. Discipline

- a. Program employees will implement discipline and guidance in a consistent manner based on the best interest of program participants.
- b. There will be no cruel treatment or harsh punishment.
- c. Program employees may use brief, supervised separation from the group if necessary.
- d. As necessary, program employees will initiate behavior reports to the parents of participants. Parents will be asked to sign the behavior reports to indicate they have been advised about specific problems or incidents.
- e. A sufficient number and/or severe nature of a discipline report(s) as indicated in the program manual may result in a participant being suspended from the program.
- f. In instances where there is a danger to other participants or staff, offending participants will be removed from the program site as soon as possible.

3. Programming

- a. Program employees will attempt to provide activities for each group according to participants' age, interests and abilities. The activities will be appropriate to participants' health, safety and well-being. The activities must be flexible and promote the participants' emotional, social and mental growth.
- b. Program employees will attempt to provide indoor and outdoor time periods to include:
 - Alternating active and passive activities;
 - Opportunity for individual, small and large group activities, and
 - Outdoor time each day as weather permits
- c. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the program.
 - During trips, program employees must have access to emergency medical forms and emergency contact information for each participant

- Program employees must have a written list of participants in the group and must check the roll frequently, specifically before departure to and from location
- Program employees must have first aid supplies and emergency care available on field trips.

4. Communications

- a. Each program site will have access to a telephone for use in contacting Department staff or making emergency calls.
- b. The Recreation Coordinator will make available the following telephone numbers to all employees at each site:
 - Emergency services
 - The Colony Police Department dispatch
 - Parks and Recreation Department
 - Poison Control
 - Numbers at which parents/guardians may be reached
 - Recreation Coordinator
 - Telephone and address for the program site itself
 - Field trip destinations

5. Transportation

- a. Before a participant can be transported to and from city-sponsored activities, the field trip release statement must be marked by the parent/guardian on the registration form.
- b. First aid supplies will be available in all program vehicles that transport children.
- c. All program vehicles used for transporting participants must have available a portable fire extinguisher and must be accessible to the adult occupants.
- d. Seatbelts must be worn when provided.

H. Facility Standards

1. Safety

- a. Program employees will inspect the program site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A weekly inspection report will be completed by the program employees and kept on file by the Coordinator.
 - b. Buildings, grounds, and equipment on the program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
 - c. Program equipment and supplies should be safe for the participants' use.
 - d. Program must have first aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of the off-site activity.
 - e. Air conditioners, electric fans, and heaters must be mounted out of participants reach or have safeguards that keep participants from being injured.
2. Fire
- a. In case of fire, danger or fire, explosion or other emergency, program employees' first priority is to evacuate the participants to a designated safe area.
 - b. Each program site must have at least one fire extinguisher approved by the fire marshal readily available to all program employees.
 - c. All program employees will be trained in proper use of fire extinguishers as well as locations of fire extinguishers through the program site.
3. Illness or Injury
- a. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to the program.
 - b. Illnesses or injuries will be handled in a manner to protect the health of all participants and employees.
 - c. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program manual.

- d. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

4. Medication

- a. Parent/guardian must complete and sign a medication release that provides authorization for program staff to dispense medication with details as to times and dosages. The release will include a hold harmless clause to protect the City.
- b. Prescription medications must be in the original containers labeled with the participants' name, a date, directions and the physician's name. The prescribing physician must provide written guidelines. Program employees will administer medication only as stated on the label. Program employees will not administer medication after the expiration date.
- c. Non-prescription medications are labeled with the participant's name and the date the medication was brought to the youth program. Non-prescription medication must be in the original container. The program employees will administer medication only according to the label directions and with written parental permission.
- d. Medications dispensed will be limited to those not requiring special knowledge or skills on the part of the program employees.
- e. Program employees will ensure medications are inaccessible to participants. If necessary, medication will be kept in the refrigerator.

5. Special Needs

- a. Every reasonable accommodation will be made to address special needs participants.
- b. For health and safety reasons, special needs participants must provide a personal attendant for assistance in feeding, changing of clothes, and using the restroom if needed.

6. Toilet Facilities

- a. The program site will have toilets located inside and equipped so participants can use them independently and program employees can monitor as needed.
- b. There must be one flush toilet for every 30 participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed 50% of the total number of toilets.
- c. An appropriate and adequate number of lavatories will be provided.

7. Sanitation

- a. Program sites must have adequate light, ventilation, air conditioning and heat.
- b. The program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied in a safe and sanitary matter.
- c. Employees must see that garbage is removed from buildings daily.

City of The Colony Standards of Care for Kidz Kamp Day Camp Programs

PURPOSE

The following Standards of Care are intended to be minimum standards by which the City of The Colony Parks and Recreation Department will operate the City's Kidz Kamp day camp programs. These programs operated by the City of The Colony are recreational in nature and are not licensed by the State of Texas nor operated as day care programs. Adoption of these Standards of Care will allow the City to qualify as being exempt from the requirements of the Texas Human Resources Code.

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3. The Standards of Care for Kidz Kamp will apply to any Kidz Kamp program including Holiday Kamp, Spring Break Kamp, and Summer Kamp.
4. The Colony Recreation Center will have available for public review a current copy of the Standards of Care.
5. Parents of participants will be provided access to a current copy of the Standards of Care through the City's web site.
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8. Recreation Manager: Recreation Coordinator's supervisor who will handle administrative responsibility for the City of The Colony's Kidz Kamp program in the Recreation Coordinator's absence
9. Employee or Counselor: Someone who has been hired to work for the City of The Colony and has been assigned responsibility for managing, administering, or implementing some portion of the City of The Colony's Kidz Kamp programs.
10. Program Site: The Colony Recreation Center or LISD schools.
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C. Inspection/Monitoring/Enforcement

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 - a. Name, address, home telephone number
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E. Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation Coordinator and Recreation Manager. The Recreation Manager will immediately notify the Police Department and any other agency as may be appropriate.

Texas state law requires the staff of these youth programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fine up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

F. Staffing – Responsibilities and Training

1. Recreation Coordinator and Recreation Manager

- a. Recreation Coordinator and Recreation Manager are full-time, professional employees of the City of The Colony Parks and Recreation Department and will be required to have all the same qualifications as outlined in Section F2
- b. Recreation Coordinator and Recreation Manager must meet the minimum education/experience requirements for employment with the City of The Colony to plan and implement recreation activities.
- c. Recreation Coordinator and Recreation Manager must be able to pass a background investigation including a test for illegal substances.
- d. Recreation Coordinator and Recreation Manager must have a current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) and AED. All certifications must be current during the camp operation.
- e. Recreation Coordinator is responsible for administering the programs' daily operations in compliance with the adopted Standards of Care.
- f. Recreation Coordinator is responsible for hiring, supervising, and evaluating the Kidz Kamp Director, Kidz Kamp Assistant Directors and Kidz Kamp Counselors.
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2. Kidz Kamp Staff

- a. Program employees include Kidz Kamp Director, Kidz Kamp Assistant Director, and Kidz Kamp Counselors.
- b. Program employees may be full-time, part-time, or temporary employees of the Parks and Recreation Department.
- c. Program employees shall be age 16 or older. However, each site will have at least one employee age 18 or older on site at all times.

- d. Program employees should consistently exhibit competency, good judgment and self control when working with participants.
- e. Program employees must relate to participants with courtesy, respect, tolerance and patience.
- f. Program employees must have a current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) and AED. All certifications must be current during the camp operation.
- g. Program employees must pass a background investigation when applicable, including testing for illegal substances.
- h. Program employees will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- i. Program employees will be responsible to know and adhere to all City, Departmental, and youth program standards as well as policies and procedures that apply to the youth programs.
- j. Program employees must ensure that participants are only released to a parent or authorized person, designated by the parent or guardian. If a parent wishes their child to sign himself in or out the parent must provide specific, written authorization.

3. Training and Orientation

- a. The department is responsible for providing training and orientation to program employees in working with children and for specific job responsibilities.
- b. Program employees will be provided with a staff manual.
- c. Program employees must be familiar with the Standards of Care for Kidz Kamp programs as adopted by the City Council.
- d. Program employees must be familiar with the program policies including discipline, guidance, and release of participants as outlined in the staff manual.
- e. Program employees will be trained in appropriate procedures to handle emergencies.

- f. Program employees will be trained in areas including city departmental program policies, procedures, leading activities, safety issues and organization.
- g. Program employees will be required to sign an acknowledgement that they have received the required training.

G. Operations

1. Staff to Participant Ratio

- a. The standard ratio of participants to staff is 1:15 based on average daily attendance. In the event a program employee is unable to report to the program site, the coordinator will assign a replacement.
- b. Program employees are responsible for being aware of the participants' habits, interests, and special needs as identified by the participants' parent/guardian during the registration process.

2. Discipline

- a. Program employees will implement discipline and guidance in a consistent manner based on the best interest of program participants.
- b. There will be no cruel treatment or harsh punishment.
- c. Program employees may use brief, supervised separation from the group if necessary.
- d. As necessary, program employees will initiate behavior reports to the parents of participants. Parents will be asked to sign the behavior reports to indicate they have been advised about specific problems or incidents.
- e. A sufficient number and/or severe nature of a discipline report(s) as indicated in the program manual may result in a participant being suspended from the program.
- f. In instances where there is a danger to other participants or staff, offending participants will be removed from the program site as soon as possible.

3. Programming

- a. Program employees will attempt to provide activities for each group according to participants' age, interests and abilities. The activities will be

appropriate to participants' health, safety and well being. The activities must be flexible and promote the participants emotional, social and mental growth.

b. Program employees will attempt to provide indoor and outdoor time periods to include:

- Alternating active and passive activities;
- Opportunity for individual, small and large group activities, and
- Outdoor time each day as weather permits

c. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the program.

- During trips, program employees must have access to emergency medical forms and emergency contact information for each participant
- Program employees must have a written list of participants in the group and must check the roll frequently, specifically before departure to and from location
- Program employees must have first aid supplies and emergency care available on field trips.

4. Communications

a. Each program site will have access to a telephone for use in contacting Department staff or making emergency calls.

b. The Recreation Coordinator will make available the following telephone numbers to all employees at each site:

- Emergency services
- The Colony Police Department dispatch
- Parks and Recreation Department
- Poison Control
- Numbers at which parents/guardians may be reached
- Recreation Coordinator
- Telephone and address for the program site itself
- Field trip destinations

5. Transportation

- a. Before a participant can be transported to and from city-sponsored activities, the field trip release statement must be marked by the parent/guardian on the registration form.
- b. First aid supplies will be available in all program vehicles that transport children.
- c. All program vehicles used for transporting participants must have available a portable fire extinguisher and must be accessible to the adult occupants.
- d. Seatbelts must be worn when provided.

H. Facility Standards

1. Safety

- a. Program employees will inspect the program site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A weekly inspection report will be completed by the program employees and kept on file by the Coordinator.
- b. Buildings, grounds, and equipment on the program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- c. Program equipment and supplies should be safe for the participants' use.
- d. Program must have first aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of the off-site activity.
- e. Air conditioners, electric fans, and heaters must be mounted out of participants reach or have safeguards that keep participants from being injured.

2. Fire

- a. In case of fire, danger or fire, explosion or other emergency, program employees' first priority is to evacuate the participants to a designated safe area.
- b. Each program site must have at least one fire extinguisher approved by the fire marshal readily available to all program employees.
- c. All program employees will be trained in proper use of fire extinguishers as well as locations of fire extinguishers through the program site.

3. Illness or Injury

- a. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to the program.
- b. Illnesses or injuries will be handled in a manner to protect the health of all participants and employees.
- c. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program manual.
- d. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

4. Medication

- a. Parent/guardian must complete and sign a medication release that provides authorization for program staff to dispense medication with details as to times and dosages. The release will include a hold harmless clause to protect the City.
- b. Prescription medications must be in the original containers labeled with the participants' name, a date, directions and the physician's name. The prescribing physician must provide written guidelines. Program employees will administer medication only as stated on the label. Program employees will not administer medication after the expiration date.
- c. Non-prescription medications are labeled with the participant's name and the date the medication was brought to the youth program. Non-prescription medication must be in the original container. The program employees will administer medication only according to the label directions and with written parental permission.
- d. Medications dispensed will be limited to those not requiring special knowledge or skills on the part of the program employees.
- e. Program employees will ensure medications are inaccessible to participants. If necessary, medication will be kept in the refrigerator.

5. Special Needs

- a. Every reasonable accommodation will be made to address special needs participants.

- b. For health and safety reasons, special needs participants must provide a personal attendant for assistance in feeding, changing of clothes, and using the restroom if needed.

6. Toilet Facilities

- a. The program site will have toilets located inside and equipped so participants can use them independently and program employees can monitor as needed.
- b. There must be one flush toilet for every 30 participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed 50% of the total number of toilets.
- c. An appropriate and adequate number of lavatories will be provided.

7. Sanitation

- a. Program sites must have adequate light, ventilation, air conditioning and heat.
- b. The program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied in a safe and sanitary matter.
- c. Employees must see that garbage is removed from buildings daily.

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

SUMMARY OF REQUEST: Discuss and consider approving a resolution authorizing the city manager to execute a contract amendment with CD Builders, Inc. for Phase 5 Residential Street re-construction (Engineering, Scruggs)

Purpose: Consider approval of a Contract Amendment with CD Builder, Inc. for removal of improvements associated with Ragan Road as well as the use of flex base on Nash Drive in lieu of lime treated subgrade.

Background:

The City entered in to an agreement CD Builders, Inc. on April 7, 2015 for re-construction of Ragan Road, Nash Drive, and Roberts Drive. The work on the first segment of Nash Drive was completed 29 days late and progress has been slow on the second segment of Nash Drive and Roberts Drive. After several discussions with CD Builders, we agree that it is best to remove the work associated with Ragan Road from the contract. Ragan Road may than be re-bid with the Phase 6 Residential Street Reconstruction project later this year.

There are additional costs in the contract amendment for the use of flex base on Nash Drive in lieu of lime treated subgrade. This amendment reduces the project cost by \$1,090,057.01 to a total contract amount of \$2,080,962.00.

Purpose:

To approve a Contract Amendment with CD Builders, Inc.

Issues:

Roberts Drive and Nash Drive will be completed in July.

Alternatives:

N/A

Recommendation:

Staff recommends approval of the contract amendment.

Suggested motion: I move to recommend approval of the Contract Amendment with CD Builders, Inc. for re-construction of Ragan Road, Nash Drive, and Roberts Drive.

FINANCIAL SUMMARY: (Leave blank if N/A)

Are budgeted funds available: Yes No Amount budgeted/available: \$3,600,000

Fund(s) (Name and number): 2014 Bond Proceeds \$3,200,000 & GF fund balance \$400,000

Source of Funds: 2014 Bond Proceeds & GF fund balance

Cost of recommended bid/contract award: \$0

Total estimated project cost:

\$ 81,400.00 Architecture/engineering

Already authorized Yes No

\$ 259,636.05 Strickland

Already authorized Yes No

\$ 2,080,962.00 Phase 5 Streets

Already authorized Yes No

\$ 87,914.15 Other (est. street lights, etc.)

Already authorized Yes No

\$ 1,090,087.80 Future Ragan Construction

Already authorized Yes No

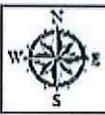
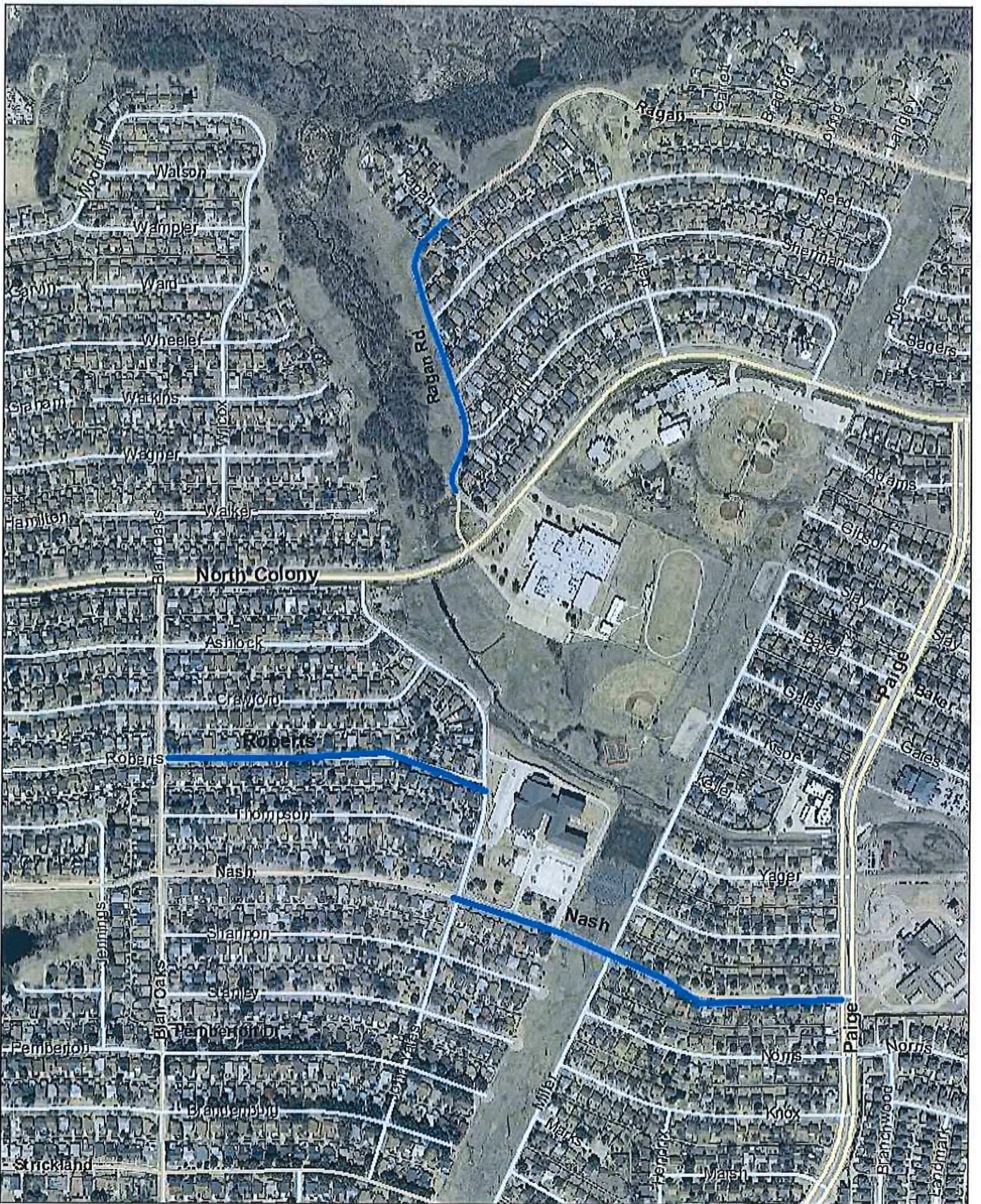
\$ 3,600,000.00 Total estimated costs

Attachments:

Location Map

Contract Amendment

Resolution



Phase 5



STATE OF TEXAS)

COUNTY OF DENTON)

CHANGE ORDER AND AMENDMENT OF CONTRACTOR'S CONTRACT

THIS agreement is by and between the City of The Colony, Texas, a Texas home rule municipality, and CD Builders, Inc., hereinafter known as Contractor, a Texas corporation and construction firm, with principal offices located in the state of Texas.

WHEREAS, the City and Contractor have entered into an agreement such that the Contractor is to provide the following services: Phase V Street Reconstruction.

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Contractor to do additional work such that there is a significant additional cost or expense to the City, it is necessary for the City to approve such work and/or for the parties to change the contract;

WHEREAS, the parties recognize that it is necessary for Contractor to do additional or reduced work under the contract, such work which is set out in the attached Exhibit "A", which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, with this Change Order the City of The Colony is hereby approving such additional work and reduction of work and agreeing to reduce the contract amount by the sum of **(\$1,090,057.01)**; and

WHEREAS, the Contractor must consent to this decrease in the original price because such decrease is more than twenty-five percent (25%) of the original contract price.

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Contractor, in addition to the work to be performed in the Contract dated April 7, 2015 shall perform the task(s) described in the attached Exhibit "A", basically described as reduction in services, including the removal of improvements associated with Ragan Road from the contract as well as the use of flex base on Nash Drive in lieu of lime treated subgrade.
2. The amount to be paid to CD Builders, Inc. under such contract shall be reduced by the sum of **(\$1,090,057.01)**, to reflect the work described in Exhibit "A", to which CD Builders specifically consents as confirmed by executing this Change Order and Amendment of Contractor's Contract.
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____.

CITY OF THE COLONY, TEXAS

By: _____

Printed Name: _____

Title: _____

ATTEST:

CITY SECRETARY

CD Builders, Inc., CONTRACTOR

By: 

Printed Name: Ismael Carrasquillo

Title: President

CITY OF THE COLONY
DENTON COUNTY, TEXAS
ENGINEERING AND PUBLIC WORKS DEPARTMENTS
PHASE V STREET RECONSTRUCTION

CHANGE ORDER FORM – EXHIBIT “A”

DATE: April 22, 2016

Change Order No. 3 to the Contract Dated April 7, 2015 between the City of The Colony (Owner) and CD Builders, Inc. (Contractor) for the removal of improvements associated with Ragan Road as well as the use of flex base on Nash Drive in lieu of lime treated subgrade and the adjustment of contract time.

Pursuant to the provisions of Section 2, Page 1-66, Article 8.13 of the Contract Documents, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:



Change Order Explanation:

In an agreement between the Contractor and the City, the improvements associated with Ragan Road are to be removed from the contract. Additionally, flex base was used on Nash Drive, at the Contractor’s expense, in lieu of lime treated subgrade to hasten construction duration.

Modify The Following Bid Items By Subtracting Quantities:

Section IA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
10	10,113	(10,113)	0	SY	6-inch Thick Lime Treatment, work fully performed, complete in place for the sum of Three Dollars and Zero Cents per square yard.	\$3.00	(\$30,339.00)
11	182	(182)	0	Ton	Furnish Lime Material, work fully performed, complete in place for the sum of One Hundred Fifty Five Dollars and Zero Cents per ton.	\$155.00	(\$28,210.00)

SUBTOTAL SECTION IA – PAVING AND DRAINAGE ITEMS

(\$58,549.00)

Add The Following Bid Items:

Section IA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Additional Cost
27	0	1	1	LS	6-inch Thick Flex Base , work fully performed, including additional excavation, complete in place for the sum of <u>Fifty-Eight Thousand five hundred forty-nine</u> Dollars and <u>zero</u> Cents per lump sum.	\$74,443.99	\$74,443.99

SUBTOTAL SECTION IA– PAVING AND DRAINAGE ITEMS

\$74,443.99

Modify The Following Bid Items By Subtracting Quantities:

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
1	1	(1)	0	LS	Construction Staking , work fully performed complete in place for the sum of <u>Twenty One Thousand Nine Hundred Twenty Five</u> Dollars and <u>Zero</u> Cents per lump sum.	\$21,925.00	(\$21,925.00)
2	1	(1)	0	LS	Barricades, Warning and Detour Signs, and Fences , designed and implemented for temporary traffic control during construction, work fully performed, complete in place for the sum of <u>Seven Thousand Six Hundred Forty Four</u> Dollars and <u>Zero</u> Cents per lump sum.	\$7,644.00	(\$7,644.00)
3	1	(0.1)	0.90	LS	Joint Storm Water Pollution Prevention Plan , implemented and maintained, including preparation of Notice of Intent and Notice of Termination, work fully performed, complete in place for the sum of <u>Two Thousand Eight Hundred Fifty Two</u> Dollars and <u>Zero</u> Cents per lump sum.	\$2,852.00	(\$285.20)
4	12	(12)	0	Ea	Inlet Protection , furnish and install, work fully performed, complete in place for the sum of <u>Sixty Seven</u> Dollars and <u>Zero</u> Cents per each.	\$67.00	(\$804.00)

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
5	1,838	(1,838)	0	LF	Silt Fence , furnish and install, work fully performed, complete in place for the sum of <u>Two</u> Dollars and <u>Zero</u> Cents per linear foot.	\$2.00	(\$3,676.00)
6	42	(42)	0	LF	Rock Berm , furnish and install, work fully performed, complete in place for the sum of <u>Thirty One</u> Dollars and <u>Zero</u> Cents per linear foot.	\$31.00	(\$1,302.00)
7	5,273	(5,273)	0	SY	Solid Sod , furnish and install including watering, topsoil and fertilizer, work fully performed, complete in place for the sum of <u>Five</u> Dollars and <u>Zero</u> Cents per square yard.	\$5.00	(\$26,365.00)
8	1,530	(1,530)	0	SY	Soil Retention Blanket , furnish and install, work fully performed, complete in place for the sum of <u>One</u> Dollar and <u>Zero</u> Cents per square yard.	\$1.00	(\$1,530.00)
9	1,530	(1,530)	0	SY	Hydromulch Seeding , furnish and install including watering, topsoil and fertilizer, work fully performed, complete in place for the sum of <u>One</u> Dollar and <u>Zero</u> Cents per square yard.	\$1.00	(\$1,530.00)
10	15	(15)	0	STA	Mobilization and General Site Preparation , work fully performed, complete in place for the sum of <u>Three Thousand Six Hundred Thirty Seven</u> Dollars and <u>Zero</u> Cents per station.	\$3,637.00	(\$54,555.00)
11	54,104	(54,104)	0	SF	Sawcut and Remove Existing Concrete Pavement and Flatwork , work fully performed, complete in place for the sum of <u>One</u> Dollar and <u>Zero</u> Cents per square foot.	\$1.00	(\$54,104.00)
12	447	(447)	0	LF	Remove Existing Storm Drain Pipe (various sizes) , work fully performed, complete in place for the sum of <u>Seventeen</u> Dollars and <u>Zero</u> Cents per linear foot.	\$17.00	(\$7,599.00)

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
13	8	(8)	0	Ea	Remove Existing Curb Inlet (various sizes) , work fully performed, complete in place for the sum of <u>Five Hundred Thirty Eight</u> Dollars and <u>Zero</u> Cents per each.	\$538.00	(\$4,304.00)
14	2	(2)	0	Ea	Remove Existing Grate Inlet , work fully performed, complete in place for the sum of <u>Five Hundred Thirty Eight</u> Dollars and <u>Zero</u> Cents per each.	\$538.00	(\$1,076.00)
15	354	(354)	0	LF	Remove Existing Retaining Wall , work fully performed, complete in place for the sum of <u>Nineteen</u> Dollars and <u>Zero</u> Cents per linear foot.	\$19.00	(\$6,726.00)
16	539	(539)	0	LF	Remove and Replace Existing Fence , work fully performed, complete in place for the sum of <u>Fifty One</u> Dollars and <u>Zero</u> Cents per linear foot.	\$51.00	(\$27,489.00)
17	7	(7)	0	Ea	Remove Existing Tree , work fully performed, complete in place for the sum of <u>One Thousand Three Hundred Forty Eight</u> Dollars and <u>Zero</u> Cents per each.	\$1,348.00	(\$9,436.00)
18	1	(1)	0	Ea	Remove Existing Speed Hump , work fully performed, complete in place for the sum of <u>Eight Hundred Fifty Eight</u> Dollars and <u>Zero</u> Cents per each.	\$858.00	(\$858.00)
19	1,705	(1,705)	0	CY	Unclassified Street Excavation , work fully performed complete in place for the sum of <u>Twelve</u> Dollars and <u>Zero</u> Cents per cubic yard.	\$12.00	(\$20,460.00)
20	5,496	(5,496)	0	SY	6-inch Thick Lime Treatment , work fully performed, complete in place for the sum of <u>Three</u> Dollars and <u>Zero</u> Cents per square yard.	\$3.00	(\$16,488.00)
21	99	(99)	0	Ton	Furnish Lime Material , work fully performed, complete in place for the sum of <u>One Hundred Fifty Five</u> Dollars and <u>Zero</u> Cents per ton.	\$155.00	(\$15,345.00)

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
22	549	(549)	0	SY	6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Pavement , work fully performed, construct complete in place for the sum of <u>Forty</u> Dollars and <u>Zero</u> Cents per square yard.	\$40.00	(\$21,960.00)
23	5,222	(5,222)	0	SY	7-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Pavement , work fully performed, construct complete in place for the sum of <u>Thirty Nine</u> Dollars and <u>Zero</u> Cents per square yard.	\$39.00	(\$203,658.00)
24	1,866	(1,866)	0	SF	7-inch Thick, 4,000 psi Portland Cement Concrete Alley Approach and Alley Pavement , work fully performed, construct complete in place for the sum of <u>Five</u> Dollars and <u>Zero</u> Cents per square foot.	\$5.00	(\$9,330.00)
25	575	(575)	0	SF	6-inch Thick, 4,000 psi Portland Cement Concrete Driveway Approach and Driveway Pavement , work fully performed, construct complete in place for the sum of <u>Four</u> Dollars and <u>Zero</u> Cents per square foot.	\$4.00	(\$2,300.00)
26	6	(6)	0	Ea	4-inch Thick, 4,000 psi Portland Cement Concrete Barrier-Free Ramp (Type C) , work fully performed, construct complete in place for the sum of <u>One Thousand Four Hundred Forty Five</u> Dollars and <u>Zero</u> Cents per each.	\$1,445.00	(\$8,670.00)
27	1	(1)	0	Ea	4-inch Thick, 4,000 psi Portland Cement Concrete Barrier-Free Ramp (Type 12) , work fully performed, construct complete in place for the sum of <u>One Thousand Four Hundred Forty Seven</u> Dollars and <u>Zero</u> Cents per each.	\$1,447.00	(\$1,447.00)

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
28	6,379	(6,379)	0	SF	4-inch Thick, 4,000 psi Portland Cement Concrete for Sidewalks , work fully performed, construct complete in place for the sum of <u>Four Dollars and Zero Cents</u> per square foot.	\$4.00	(\$25,516.00)
29	285	(285)	0	SF	Integral Sidewalk Retaining Wall , work fully performed, construct complete in place for the sum of <u>One Hundred Twenty Five Dollars and Zero Cents</u> per square foot.	\$125.00	(\$35,625.00)
30	335	(335)	0	LF	Integral Sidewalk Retaining Wall (Height Equal to or Less Than 1 Foot) , work fully performed, construct complete in place for the sum of <u>One Hundred Twenty Five Dollars and Zero Cents</u> per linear foot.	\$125.00	(\$41,875.00)
31	110	(110)	0	SF	Concrete Retaining Wall , work fully performed, construct complete in place for the sum of <u>Seventy Five Dollars and Zero Cents</u> per square foot.	\$75.00	(\$8,250.00)
32	4	(4)	0	Ea	Pavestone Tree Well , work fully performed, complete in place for the sum of <u>Two Hundred Thirty Five Dollars and Zero Cents</u> per each.	\$235.00	(\$940.00)
33	100	(100)	0	LF	Tree Root Barrier , work fully performed, complete in place for the sum of <u>Twenty Three Dollars and Zero Cents</u> per linear foot.	\$23.00	(\$2,300.00)
34	1	(1)	0	LS	Pavement Markings and Signage , furnish and install complete in place for the sum of <u>Five Thousand One Hundred Eighteen Dollars and Zero Cents</u> per lump sum.	\$5,118.00	(\$5,118.00)
35	1,167	(1,167)	0	LF	Trench Safety for Storm Drain Lines , furnish and install where required by OSHA Standards that are in effect at the time of bidding, work fully performed, complete in place for the sum of <u>Two Dollars and Zero Cents</u> per linear foot.	\$2.00	(\$2,334.00)

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
36	495	(495)	0	LF	18-inch Class III Reinforced Concrete Storm Drain (open cut) , furnish and install including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>Fifty Seven Dollars and Zero Cents</u> per linear foot.	\$57.00	(\$28,215.00)
37	558	(558)	0	LF	24-inch Class III Reinforced Concrete Storm Drain (open cut) , furnish and install including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>Seventy Six Dollars and Zero Cents</u> per linear foot.	\$76.00	(\$42,408.00)
38	114	(114)	0	LF	36-inch Class III Reinforced Concrete Storm Drain (open cut) , furnish and install including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>One Hundred Eighteen Dollars and Zero Cents</u> per linear foot.	\$118.00	(\$13,452.00)
39	116	(116)	0	LF	48-inch Class III Reinforced Concrete Storm Drain (open cut) , furnish and install including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>One Hundred Eighty Two Dollars and Zero Cents</u> per linear foot.	\$182.00	(\$21,112.00)
40	1	(1)	0	Ea	4-foot Square Type "B" Junction Box , work fully performed, construct complete in place for the sum of <u>Five Thousand Eight Hundred Sixty Six Dollars and Zero Cents</u> per each.	\$5,866.00	(\$5,866.00)
41	1	(1)	0	Ea	4-foot Special Junction Box , work fully performed, construct complete in place for the sum of <u>Five Thousand Eight Hundred Sixty Six Dollars and Zero Cents</u> per each.	\$5,866.00	(\$5,866.00)
42	1	(1)	0	Ea	5-foot Special Junction Box , work fully performed, construct complete in place for the sum of <u>Seven Thousand Forty Dollars and Zero Cents</u> per each.	\$7,040.00	(\$7,040.00)

Section IIIA – Paving and Drainage

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
43	3	(3)	0	Ea	5-foot Standard Curb Inlet , work fully performed, construct complete in place for the sum of <u>Three Thousand Five Hundred Twenty</u> Dollars and <u>Zero</u> Cents per each.	\$3,520.00	(\$10,560.00)
44	6	(6)	0	Ea	10-foot Standard Curb Inlet , work fully performed, construct complete in place for the sum of <u>Four Thousand One Hundred Six</u> Dollars and <u>Zero</u> Cents per each.	\$4,106.00	(\$24,636.00)
45	1	(1)	0	Ea	15-foot Standard Curb Inlet , work fully performed, construct complete in place for the sum of <u>Four Thousand Six Hundred Ninety</u> <u>Three</u> Dollars and <u>Zero</u> Cents per each.	\$4,693.00	(\$4,693.00)
46	2	(2)	0	Ea	20-foot Standard Curb Inlet , work fully performed, construct complete in place for the sum of <u>Five Thousand Two Hundred</u> <u>Seventy Nine</u> Dollars and <u>Zero</u> Cents per each.	\$5,279.00	(\$10,558.00)
47	1	(1)	0	Ea	Sloped Headwall for 36" RCP , work fully performed, construct complete in place for the sum of <u>Five Thousand Eight Hundred</u> <u>Sixty Six</u> Dollars and <u>Zero</u> Cents per each.	\$5,866.00	(\$5,866.00)
48	1	(1)	0	Ea	Sloped Headwall for 48" RCP , work fully performed, construct complete in place for the sum of <u>Seven Thousand Six Hundred</u> <u>Twenty Six</u> Dollars and <u>Zero</u> Cents per each.	\$7,626.00	(\$7,626.00)
49	108	(108)	0	CY	24-inch Grouted Rock Riprap , work fully performed, construct complete in place for the sum of <u>One Hundred Seventy Six</u> Dollars and <u>Zero</u> Cents per cubic yard.	\$176.00	(\$19,008.00)
50	1	(1)	0	Ea	Speed Hump , work fully performed, construct complete in place for the sum of <u>Three Thousand Five Hundred</u> <u>Twenty</u> Dollars and <u>Zero</u> Cents per each.	\$3,520.00	(\$3,250.00)

SUBTOTAL SECTION IIIA – PAVING AND DRAINAGE ITEMS

(\$863,250.20)

Section IIIB – Water and Sanitary Sewer

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
1	1,617	(1,617)	0	LF	Trench Safety for Water Lines , furnish and install where required by OSHA Standards that are in effect at the time of bidding, work fully performed, complete in place for the sum of <u>One Dollar and Zero Cents</u> per linear foot.	\$1.00	(\$1,617.00)
2	2	(2)	0	Ea	Remove and Salvage Existing Fire Hydrant , including Excavation and Backfill, work fully performed, complete in place for the sum of <u>Three Hundred Thirty Dollars and Zero Cents</u> per each.	\$330.00	(\$660.00)
3	5	(5)	0	Ea	Remove and Salvage Existing Water Valve (various sizes) , including Excavation and Backfill, work fully performed, complete in place for the sum of <u>Eighty Two Dollars and Zero Cents</u> per each.	\$82.00	(\$410.00)
4	50	(50)	0	LF	Remove Existing Water Lines (various sizes) , work fully performed, complete in place for the sum of <u>Seventeen Dollars and Zero Cents</u> per linear foot.	\$17.00	(\$850.00)
5	1,617	(1,617)	0	LF	8-inch AWWA C900 PVC DR 18 (Class 150), Water Line (open cut) , furnish and install, including Excavation, Embedment, Backfill, Fittings, Concrete Blocking & Clean Up, work fully performed, complete in place for the sum of <u>Twenty Seven Dollars and Zero Cents</u> per linear foot.	\$27.00	(\$43,659.00)
6	30	(30)	0	LF	Concrete Encasement for Water Line , furnish and install, work fully performed, complete in place for the sum of <u>Seventy Nine Dollars and Zero Cents</u> per linear foot.	\$79.00	(\$2,370.00)
7	9	(9)	0	Ea	8-inch Gate Valve , including box and lid, furnish and install, work fully performed, complete in place for the sum of <u>One Thousand Eighty Three Dollars and Zero Cents</u> per each.	\$1,083.00	(\$9,747.00)

Section IIIB – Water and Sanitary Sewer

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
8	3	(3)	0	Ea	Fire Hydrant Assembly , including 6-inch lead line, 6-inch gate valve, and barrel extension, furnish and install, work fully performed, complete in place for the sum of <u>Three Thousand Six Hundred Forty Three Dollars and Zero Cents</u> per each.	\$3,643.00	(\$10,929.00)
9	3	(3)	0	Ea	Connect to Existing 6-inch Water Line , work fully performed, complete in place for the sum of <u>One Thousand Forty Three Dollars and Zero Cents</u> per each.	\$1,043.00	(\$3,129.00)
10	2	(2)	0	Ea	Connect to Existing 8-inch Water Line , work fully performed, complete in place for the sum of <u>One Thousand Forty Three Dollars and Zero Cents</u> per each.	\$1,043.00	(\$2,086.00)
11	3	(3)	0	Ea	3/4-inch Water Service Line (short service) , Type "K" copper, including saddle, corporation curb stop and fittings, furnish and install, work fully performed, complete in place for the sum of <u>One Thousand One Hundred Twenty Seven Dollars and Zero Cents</u> per each.	\$1,127.00	(\$3,381.00)
12	3	(3)	0	Ea	3/4-inch Water Service Line (long service) , Type "K" copper, including saddle, corporation curb stop and fittings, furnish and install, work fully performed, complete in place for the sum of <u>One Thousand Nine Hundred Ninety Nine Dollars and Zero Cents</u> per each.	\$1,999.00	(\$5,997.00)
13	1	(1)	0	Ea	1-inch Water Service Line (long service) , Type "K" copper, including saddle, corporation curb stop and fittings, furnish and install, work fully performed, complete in place for the sum of <u>Nine Hundred Thirty Two Dollars and Zero Cents</u> per each.	\$932.00	(\$932.00)
14	8	(8)	0	Ea	Water Meter Box , furnish and install work fully performed, complete in place for the sum of <u>One Hundred Eighty Eight Dollars and Zero Cents</u> per each.	\$188.00	(\$1,504.00)

Section IIIB – Water and Sanitary Sewer

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
15	1,544	(1,544)	0	LF	Trench Safety for Sanitary Sewer Lines , furnish and install where required by OSHA Standards that are in effect at the time of bidding, work fully performed, complete in place for the sum of <u>Two Dollars and Zero Cents</u> per linear foot.	\$2.00	(\$3,088.00)
16	1,540	(1,540)	0	LF	Remove Existing Sanitary Sewer Lines (various sizes) , work fully performed, complete in place for the sum of <u>Seventeen Dollars and Zero Cents</u> per linear foot.	\$17.00	(\$26,180.00)
17	4	(4)	0	Ea	Remove and Dispose of Existing Sanitary Sewer Manhole , including Excavation and Backfill, work fully performed, complete in place for the sum of <u>One Thousand Six Dollars and Zero Cents</u> per each.	\$1,006.00	(\$4,024.00)
18	192	(192)	0	LF	6-inch PVC SDR 35 Sanitary Sewer (open cut) , furnish and install, including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>Fifty Two Dollars and Zero Cents</u> per linear foot.	\$52.00	(\$9,984.00)
19	1,208	(1,208)	0	LF	8-inch PVC SDR 35 Sanitary Sewer (open cut) , furnish and install, including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>Thirty One Dollars and Zero Cents</u> per linear foot.	\$31.00	(\$37,448.00)
20	144	(144)	0	LF	8-inch PVC SDR 26 Sanitary Sewer (open cut) , furnish and install, including Excavation, Embedment and Backfill, work fully performed, complete in place for the sum of <u>Thirty Five Dollars and Zero Cents</u> per linear foot.	\$35.00	(\$5,040.00)

Section IIIB – Water and Sanitary Sewer

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
21	3	(3)	0	Ea	4-foot Diameter Standard Sanitary Sewer Manhole (0 to 6-foot deep) , including connection of all intersecting mains, furnish and install, work fully performed, complete in place for the sum of <u>Two Thousand Eight Hundred Seventy Seven Dollars and Zero Cents</u> per each.	\$2,877.00	(\$8,631.00)
22	4	(4)	0	Ea	5-foot Diameter Standard Sanitary Sewer Manhole (0 to 6-foot deep) , including connection of all intersecting mains, furnish and install, work fully performed, complete in place for the sum of <u>Three Thousand Nine Hundred Fifty One Dollars and Zero Cents</u> per each.	\$3,951.00	(\$15,804.00)
23	3	(3)	0	VF	Extra Depth for 4-foot Diameter Standard Sanitary Sewer Manhole , furnish and install, work fully performed, complete in place for the sum of <u>Four Hundred Forty Four Dollars and Zero Cents</u> per vertical foot.	\$444.00	(\$1,332.00)
24	20	(20)	0	VF	Extra Depth for 5-foot Diameter Standard Sanitary Sewer Manhole , furnish and install, work fully performed, complete in place for the sum of <u>Four Hundred Eighty Six Dollars and Zero Cents</u> per vertical foot.	\$486.00	(\$9,720.00)
25	1	(1)	0	Ea	Connect to Existing Sanitary Sewer Manhole , work fully performed, complete in place for the sum of <u>Six Hundred Eighty Six Dollars and Zero Cents</u> per each.	\$686.00	(\$686.00)
26	3	(3)	0	Ea	Connect to Existing 6-inch Sanitary Sewer Line , work fully performed, complete in place for the sum of <u>Six Hundred Seventy Two Dollars and Zero Cents</u> per each.	\$672.00	(\$2,016.00)
27	1	(1)	0	Ea	Connect to Existing 8-inch Sanitary Sewer Line , work fully performed, complete in place for the sum of <u>Six Hundred Seventy Three Dollars and Zero Cents</u> per each.	\$673.00	(\$673.00)

Section IIIB – Water and Sanitary Sewer

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
28	114	(114)	0	LF	6-inch Sanitary Sewer Service Line with 4-inch Wye (open cut) , furnish and install, including Excavation, Embedment, Backfill and two 4-inch Cleanouts, work fully performed, complete in place for the sum of <u>Fifty Two Dollars and Zero Cents</u> per linear foot.	\$52.00	(\$5,928.00)
29	100	(100)	0	LF	4-inch Sanitary Sewer Service Line Beyond Right-of-Way (open cut) , furnish and install, including Excavation, Embedment, and Backfill, work fully performed, complete in place for the sum of <u>Forty Six Dollars and Zero Cents</u> per linear foot.	\$46.00	(\$4,600.00)
30	88	(88)	0	LF	Concrete Encasement for Sanitary Sewer Line , furnish and install, work fully performed, complete in place for the sum of <u>Seventy Nine Dollars and Zero Cents</u> per linear foot.	\$79.00	(\$6,952.00)
31	6	(6)	0	SY	Sawcut and Remove and Replace Existing Concrete Pavement , work fully performed, complete in place for the sum of <u>One Hundred Eight Dollars and Eighty Cents</u> per square yard.	\$108.80	(\$652.80)
32	1,544	(1,544)	0	LF	Pre-Construction Television Inspection , including cleaning of lines, work fully performed for the sum of <u>Two Dollars and Zero Cents</u> per linear foot.	\$2.00	(\$3,088.00)
33	1,544	(1,544)	0	LF	Post-Construction Television Inspection , work fully performed for the sum of <u>Two Dollars and Zero Cents</u> per linear foot.	\$2.00	(\$3,088.00)

SUBTOTAL SECTION IIIB – WATER AND SANITARY SEWER ITEMS

(\$236,205.80)

Section IIIC – Street Lights

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Cost Reduction
2	4	(4)	0	Ea	Street Light Foundation, furnish and install, work fully performed, complete in place for the sum of <u>One Thousand Six Hundred Twenty Four Dollars and Zero Cents</u> per each.	\$1,624.00	(\$6,496.00)

SUBTOTAL SECTION IIIC – STREET LIGHT ITEMS

(\$6,496.00)

TOTAL CHANGE ORDER NO. 3

(\$1,090,057.01)

Original Amount of Contract	\$ 3,171,049.80
Total Amount of Change Order No. 1	(\$10.06)
Total Amount of Change Order No. 2	(\$20.73)
Total Amount of Change Order No. 3	(\$1,090,057.01)
Contract Amount after Change Orders	\$ 2,080,962.00

The Contract Start Time and "Notice to Proceed" for this project is Thursday, June 4, 2015. Change Order No. 1 revised the project completion date to no later than July 3, 2016. Change Order No. 2 revised the project completion date to no later than July 20, 2016. **With approval of Change Order No. 3 the Contract Completion Time for the segment of Nash Drive between John Yates Drive and Miller Drive is revised to September 20, 2015. Contract End Time for the remainder of the project improvements shall be revised to no later than July 25, 2016.**

Please sign and return this change order to the Engineering Department as soon as possible so future payments may be processed.

Thank You.

City of The Colony's offer of proposed change:

BY: _____

Printed Name: _____

Date: _____

Title: _____

Contractor: CD Builders, Inc.

BY: *Ismael Carrasquillo*

Date: 4/25/16

Printed Name: Ismael Carrasquillo

Title: President

Engineer: Halff Associates, Inc.

BY: *Leigh A. Hollis*

Date: 4/22/16

Printed Name: Leigh A. Hollis, P.E.

Title: Project Manager



**CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2016-_____**

**A RESOLUTION OF THE CITY OF THE COLONY, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT AMENDMENT WITH CD BUILDERS, INC., FOR
THE PHASE 5 RESIDENTIAL STREET RE-CONSTRUCTION
PROJECT CONCERNING THE RECONSTRUCTION OF RAGAN
ROAD, NASH DRIVE, AND ROBERTS DRIVE; PROVIDING FOR
AN IMMEDIATE EFFECTIVE DATE**

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

Section 1. That the City Council of the City of The Colony, Texas hereby approves awarding a bid to CD Builders Inc., for the purpose of reconstructing Ragan Road, Nash Drive, and Roberts Drive.

Section 2. That funding for the Phase 5 Street Reconstruction Project is provided from the 2014 Bond Proceeds in the amount of \$3,200,000 and \$400,000 from the General Fund balance.

Section 3. That the city manager is authorized to execute contract amendment #3 with CD Builders, Inc., reducing the total amount to \$2,080,962.00, which is attached hereto as Exhibit A.

Section 4. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of May, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

**SUMMARY OF
REQUEST:**

A. Council shall into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation against Budget Suites Hotel located at 5289 S.H. 121, The Colony, Texas.

B. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Atlantic Colony Venture I, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al., Cause No. 16-02219-442.

C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric from an Ordinance of The Colony, Texas, and, in the Alternative, Application for a Declaratory Order, SOAH Docket No. 473-16-1119, PUC Docket 45175.

D. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to seek legal advice from the city attorney and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: May 11, 2016

MEETING DATE: 5/17/2016

**SUMMARY OF
REQUEST:**

A. Any action as a result of executive session regarding pending or contemplated litigation against Budget Suites Hotel located at 5289 S.H. 121, The Colony, Texas.

B. Any action as a result of executive session regarding the pending or contemplated litigation - Atlantic Venture, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al.

C. Any action as a result of executive session regarding the pending or contemplated litigation Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric matter.

D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.
