



**CITY OF THE COLONY
CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 1, 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, November 1, 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. Proclamation declaring November 8, 2016 as Arbor Day in the City of The Colony and providing benefits that trees give to our community (Parks, Morgan)
 - 1.5. Recognition of former Library Board member Frederick Rushing (Library, Sveinsson)
 - 1.6. Items of Community Interest
 - 1.6.1. Presentation from the Library Director regarding current and upcoming programs, events, and service improvements (Library, Sveinsson)

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 amending Section 13-101 of the Zoning Code regarding the parking of certain vehicles in residential driveways (General Admin, Perez)
- 2.2. 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.

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.

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 Regular Session minutes for October 18, 2016. (City Secretary, Stewart)
- 4.2. Consider approving a resolution authorizing the amendment of the Purchasing Procedures of the City of The Colony (Finance, Cranford)
- 4.3. Consider approving a resolution authorizing the City Manager to execute the purchase of two (2) new pieces of software, and one (1) new Message Switch for the Police Department in the amount of \$62,928.00 from Tyler Technologies, Inc., owner of New World Software (Police, Chandler)
- 4.4. Consider approving a resolution awarding a bid and authorizing the City Manager to execute a design-build contract for Shoreline Trail Erosion Repair Project to Knight Erosion Control, Inc. in the amount not to exceed \$80,000 with funding provided by the Community Development Corporation (Parks, Morgan)
- 4.5. Consider approving a resolution authorizing the City Manager to execute a contract amendment for Phase 2 of the South Colony Overpass (Engineering, Scruggs)
- 4.6. Consider approving a resolution authorizing the City Manager to execute a License and Use Agreement with Carnival Americana, Inc. for the 2015 American Heroes Event (Parks, Swain)

5.0 REGULAR AGENDA ITEMS

- 5.1. Conduct a public hearing, discuss and consider approving an ordinance amending Appendix A of the Zoning Ordinance, Section 10-100, Schedule of Uses by District, by adding "Automobile Rental" land use, Section 10-300, Definitions and Explanations Applicable to the Use Schedule, Section 25, Definitions to add definitions for "Automobile Rental" land use and related terms, and Section 10D-700 Temporary Use Definitions and Section 10D-2800, Special Events to clarify the definition for Special Events (Development Services, Sen)
- 5.2. Discuss and consider approving a resolution authorizing the City Manager to execute additional funding needed for revisions to the FM423 landscape-irrigation, plans-specifications and for project oversight for landscape installation (Parks, Morgan)
- 5.3. Discuss and consider approving a resolution authorizing the City Manager to execute the purchase of two Physio-Control LifePak 15s in the amount of \$64,922.08 (Fire, Thompson)

- 5.4. Discuss and consider approving a resolution authorizing the City Manager to execute the purchase of vehicles for the Police Department in the amount of \$244,421.38 through the Tarrant County Cooperative Contract #2014-151 through Holiday Chevrolet (Police, Chandler)

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 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.
- 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 – Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.
- 6.2. A. 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.
- B. Any action as a result of executive session regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.

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 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 26th day of October, 2016.



A handwritten signature in black ink that reads "Tina Stewart".

Tina Stewart, TRMC, City Secretary



AGENDA ITEM
Parks & Recreation

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Proclamation declaring November 8, 2016 as Arbor Day in the City of The Colony and providing benefits that trees give to our community (Parks, Morgan)

Attachments:
Arbor Day Proclamation

MAYORAL PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, the holiday, called “Arbor Day”, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now celebrated nationwide around the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper and wood for our homes, fuel for our fires, and countless other wood products; and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of our business areas, and beautify our community; and,

WHEREAS, trees, wherever they are planted, provide a source of joy and spiritual renewal.

NOW, THEREFORE, I, Joe McCourry, Mayor of The Colony, Texas, do hereby proclaim Tuesday, November 8, 2016 as

ARBOR DAY

in the City of The Colony, and I encourage all citizens and businesses to join me in the celebration thereof and to support efforts to protect our trees and woodlands, by preserving both the natural and urban forest and by planting trees in our communities to promote the well-being of this and all future generations.

SIGNED AND SEALED this 1st day of November, 2016.

ATTEST:

*Joe McCourry, Mayor
City of The Colony, Texas*

Tina Stewart, TRMC, City Secretary



AGENDA ITEM

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Recognition of former Library Board member Frederick Rushing (Library, Sveinsson)

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Presentation from the Library Director regarding current and upcoming programs, events, and service improvements (Library, Sveinsson)

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Discuss amending Section 13-101 of the Zoning Code regarding the parking of certain vehicles in residential driveways (General Admin, Perez)

Background:

Purpose:

Home owners in a non HOA neighborhood of the city have voiced concerns over a homeowner within their neighborhood parking a large piece of farm equipment in their front driveway. Currently the section of the zoning ordinance that addresses the parking of certain vehicles on residential driveways does not specifically identify this type of equipment or related equipment as prohibited.

Issues:

Alternatives:

Recommendations:

Attachments:



AGENDA ITEM

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

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



AGENDA ITEM

City Secretary

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 26, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Consider approving City Council Regular Session minutes for October 18, 2016. (City Secretary, Stewart)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Meeting Minutes

**MINUTES OF COUNCIL REGULAR SESSION
HELD ON
OCTOBER 18, 2016**

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:30 p.m. on the 18th day of October, 2016, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

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

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

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1. Call to Order – 6:30 p.m.

1.1. Invocation – Pastor Mike Bishop with Lakeway Baptist Church

1.2. Pledge of Allegiance to the United States Flag

1.3. Salute to the Texas Flag

1.4. Items of Community Interest

1.4.1. Receive presentation from Parks and Recreation regarding upcoming events and activities (PARD, Stansell)

Special Events Coordinator Lindsey Stansell provided upcoming events and activities to the Council.

Councilman Terre acknowledged the new cell phone text option feature through Denco 9-1-1. Mr. Terre stated this option is an additional way to communicate in a life or death situation.

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.

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.

2.1. Discuss options for the holiday light show and provide direction to staff (PARD, Swain)

Recreation Manager David Swain provided an update to Council on the future and direction of The Colony Christmas Spectacular. Mr. Swain stated this event is managed by volunteers, and due to a small number in man power, work commitments, and personal commitments the future of this event is in question. Mr. Swain provided options to continue with the annual light show. Volunteer Kevin Braby shared his concerns regarding this item.

Council provided discussion on this item and advised staff to move forward in the search for resource assistance for the annual event, and to report back with the funding needed to complete the storage facility.

*Councilman Wade arrived at 6:45 p.m.
Councilman Marks arrived at 6:55 p.m.*

2.2. Council to provide direction to staff regarding future agenda items. (Council)

None

3.0 CITIZEN INPUT

3.0 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. Karen McGuffin - Chamber of Commerce Special Events Director spoke concerning the Golf Tournament Update held in the City of The Colony. Ms. McGuffin presented a plaque to the City for the assistance given to the Chamber of Commerce. The plaque was accepted by Mayor McCourry.*

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 Regular Session minutes for October 4, 2016. (City Secretary, Stewart)

4.2. Consider approving a resolution authorizing the City Manager to execute the purchase of portable radios for Police Officers (Police, Chandler)

4.3. Consider approving a resolution authorizing the City Manager to execute a purchase order with Sam Pack Ford in Carrollton for the purchase of four trucks totaling \$183,891 (Water Distribution, Groeschel)

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

5.0 REGULAR AGENDA ITEMS

- 5.1. Continue a public hearing from October 4, 2016, discuss and consider approving an ordinance for updating the Land Use Assumptions and Capital Improvements Plan and amending Roadway Impact Fees (Development Services, Sen)**

Director of Engineering Gordon Scruggs briefed council on the proposed ordinance. Mr. Scruggs provided clarification on there being no increase to the amendment of the Roadway Impact Fees. The public hearing was opened and closed at 6:54 p.m. with there being no speakers.

Motion to approve- Terre; second by Marks; motion passed with all ayes.

- 5.2. Continue a public hearing from October 4, 2016, discuss and consider approving an ordinance for Land Use Assumptions and Capital Improvements Plan amending the Office Creek Drainage Impact Fees (Development Services, Sen)**

Director of Engineering Gordon Scruggs briefed council on the proposed ordinance. Mr. Scruggs stated the drainage impact fee amount decreased from \$277.02 to \$231.52. The public hearing was opened and closed at 6:56 p.m. with there being no speakers.

Motion to approve- Marks; second by Boyer; motion passed with all ayes.

- 5.3. Discuss and consider approving a resolution authorizing the City Manager to execute an agreement for additional payment locations for water utility customers by Fidelity Express, allowing water utility customers to pay at Fidelity Express payment locations including Kroger Stores (Customer Services, Owczar)**

Director of Customer Services Molly Owczar presented the proposed resolution to Council. Ms. Owczar stated customers will be able to process their utility payments at a Fidelity Express bill pay location or Fidelity Express website. Ms. Owczar stated there is no cost to the City for the daily import file of payments made through the system, however there is a convenience fee to customers of \$1.50. All data transactions are transferred through a secured web-service called VeriShield Protect which provides protection against fraud and misuse. On September 7, 2016 the Technology Board recommended approval.

Council provided discussion on this item.

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

- 5.4. Discuss and consider approving a resolution authorizing the City Manager to execute the amendment of the 2016-17 Fee Schedule to add surcharges for Plano water and Multi-Family buildings on a single meter, and reduce the Utility rate**

increase to 3 percent (General Admin, Miller)

Assistant City Manager of Administration Tim Miller provided clarification on the 2016-2017 budget discussed during a previous Council work session. Mr. Miller stated the modification is to increase utility rates to 3 percent instead of 5 percent, with an addition to add surcharges for Plano Water and Multi-Family buildings on a single meter.

Motion to approve- Terre; second by Schrag; motion passed with all ayes.

- 5.5. Discuss and consider approving a resolution authorizing the City Manager to execute an agreement with American Landscape Systems to provide various landscape management services for the Grandscape development with funding provided by the City of The Colony Public Improvement District No. 1 (General Admin, Maurina)**

Environmental and Facilities Manager Terry Gilman reviewed the proposed resolution to Council. Mr. Gilman stated this item is a continuation of the contract with an increase total amount of \$178,936.08.

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

- 5.6. Discuss and consider approving a resolution authorizing the City Manager to execute the purchase of The Colony Fire Departments Radio Replacement Capital Improvement Project in the amount of \$382,068.50 (Fire, Thompson)**

Fire Chief Scott Thompson presented the proposed resolution to Council. Chief Thompson stated the new technology will bring the department up to compliance in order to provide safety, dependability and reliability to citizens.

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

- 5.7. Discuss and consider approving a resolution authorizing the City Manager to execute an Engineering Contract Amendment for additional services on FM 423 Utility Relocations (Engineering, Scruggs)**

Director of Engineering Gordon Scruggs reviewed the proposed resolution to allow for additional services on FM 423 to Council. Mr. Scruggs stated the contract amendment is for an additional \$142,200.00 that allows for the total increase budget of \$344,460.00. This project is funded by Denton County and Regional Toll Revenue.

Motion to approve- Terre; second by Marks; motion passed with all ayes.

- 5.8. Discuss and consider approving a resolution authorizing the City Manager to execute a construction contract with SYB Construction Co., Inc. for Re-Construction of the Phase VI Residential Streets and Alleys (Engineering, Scruggs)**

Director of Engineering Gordon Scruggs reviewed the proposed resolution for the re-construction of the Phase VI which includes four residential streets and two alleys to Council. Mr. Scruggs stated the anticipated construction start date will be in

December 2016 and all streets will be open to traffic in April 2018 with an anticipated expense of \$5.6 million.

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

Executive Session was convened at 7:20 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 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.

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 – Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.

Open Session was reconvened at 8:00 p.m.

6.2. 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 pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.

No Action

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 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.

And with no further business to discuss the meeting was adjourned at 8:05 p.m.

APPROVED:

Joe McCourry, Mayor

City of the Colony

ATTEST:

Tina Stewart, TRMC
City Secretary

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the amendment of the Purchasing Procedures of the City of The Colony (Finance, Cranford)

Background:

Purpose:

Staff recommends increasing the limit to \$3,000 for purchases not requiring 3 quotes or a requisition. Currently, purchases less than \$1,000 do not require 3 quotes or a requisition.

This change will make the purchasing process more efficient without significantly increasing the exposure of misappropriations.

Issues:

Alternatives:

Recommendations:

Attachments:

Exhibit A
Resolution

Schedule A

CITY OF THE COLONY ADMINISTRATIVE POLICIES AND PROCEDURES

SECTION: FINANCE/PURCHASING
TOPIC: PURCHASING PROCEDURES
REFERENCE: (NUMERICAL BY CITY SECRETARY)

A. PURPOSE

The purpose of this policy is to establish standard practices and procedures to create an efficient and effective purchasing program for the City of The Colony.

B. POLICY

It is the policy of the City of The Colony, as economical as possible, purchase items or services in a manner that facilitates operating activity and is consistent with Local Government Code. Whenever possible, the city will solicit quotes/bids from businesses located within the city limits. The criteria for purchasing goods and services will be based on the "Best Value" criteria as stated in Section 252.043 of the Local Government Code.

Purchase greater than \$3,000 and less than \$50,000. Require a requisition and three quotes unless the the item is an identified type as explained below or a sole source. Quotes are not required for pre-certified vendors.

Purchases of greater than \$50,000. No purchase or contract for any goods or services in the amount of fifty thousand dollars (\$50,000) or more shall be authorized without first having complied with the competitive bid requirements under state law and approval by City Council. The competitive bid requirements under this policy include the use of an interlocal purchasing agreement entered into in accordance with state law.

Emergency purchases, a procurement made because of a public calamity that requires the immediate appropriation of money don't require bids, only prior signature or verbal approval by an Assistant or City Manager. A Purchase Authorization form with Assistant or City Manager approval and invoices should be completed and turned into Purchasing as soon as possible.

E. PROCEDURES

1. ***Purchases or annual contracts up to \$3,000:*** – No quotes or requisition are required. Director or manager's signature on a Purchase Authorization Form and attached invoice are sent to Accounts Payable for payment. Director has responsibility to ensure budgeted funds are available.

2. Purchases or annual contracts \$3,000 to \$5,000: – No Requisition is needed for purchases of identified types (i.e. dues, subscriptions, memberships, warranties, refunds, training, licenses, annual maintenance, utilities, or general legal), or purchases from a sole source. Approved Requisition is required for all other purchases with three (3) quotes attached or documented on the requisition, at least one (1) from a local vendor if available. Installment payments will have a copy of previous approved requisition attached. Contractors such as electricians, plumbers, and carpenters will be pre-certified and given annual requisition numbers. No quotes are needed if a pre-certified contractor is used. Quotes must list the company name, date of quote, dollar amount, and name of individual quoting. A Payment Authorization form signed by Director or Manager, invoice, quotes (if not a pre-certified vendor) and requisition are sent to Accounts Payable for payment. Intentionally splitting purchases to circumvent the system (i.e. two or more purchases made to keep the amount under \$3,000) is a policy violation. Department Director has responsibility to ensure budget funds are available.

3. Purchases \$3,000 to \$49,999.99: No Requisition is needed for purchases of identified types (i.e. dues, subscriptions, memberships, warranties, refunds, training, licenses, annual maintenance, utilities, or general legal), or purchases from a sole source. Contractors such as electricians, plumbers, and carpenters will be pre-certified and given annual requisition numbers. No quotes are needed if a pre-certified contractor is used. For all other purchases, the requisitioning department shall contact Purchasing Agent or determine HUB or local businesses providing the service or product. If so, one written quote of minimum three required will be from a HUB business, and if possible, one from a local vendor. Quotes must list the company name, date of quote, dollar amount, and name of individual quoting. The Department will obtain and analyze at least three written quotes, select a vendor, and provide a Requisition along with the quotes to the Purchasing Agent. The Purchasing Agent will review the Requisition and quotes. If approved, a copy of the Requisition will be sent back to the Department in order to be attached to each subsequent PA sent in for payment. A Payment Authorization form signed by Director or Manager, invoice, and Requisition are sent to Accounts Payable for payment. Department Director has responsibility to ensure budgeted funds are available.
 - a. Department is free to make the purchase after receipt of approved Requisition. Vendor instructed to reference Requisition number on invoice and send invoice to Department's attention. Department will ensure invoice is correct with Requisition, complete a Payment Authorization form, and send with attached invoice to Accounts Payable.

4. Purchases and Invoices for Blanket Requisitions (Contract or Agreement) and Pre-certified Contractors: Purchasing Agent will work with Departments to establish Blanket Requisitions for a contract/agreement where more monitoring or encumbering of funds is needed. Invoices and PA should reference the Requisition number.

5. Purchases from a Sole Source Vendor: Purchases from a sole source vendor are paid by a Payment Authorization Form with attached invoice sent to Accounts Payable. Each sole

source vendor needs to have a director approved sole source vendor form on file with Accounts Payable before payment will be made.

6. Purchases through Interlocal agreements with other cities that have gone out for bids, State cooperative purchase programs, regional Council of Government (COG) programs, or BuyBoard: are sources for quotes, but will be treated as an individual quote.
7. Purchases \$50,000 and above:- Purchased by the Purchasing Agent
 - a. The User Department shall forward a request, along with specifications and any other pertinent information, to the Purchasing Agent asking for the preparation of a bid package, as well as, suggested vendors for the item(s) requested.
 - b. The Purchasing Agent shall develop a bid package and post on the BidSync web site. Any local vendors available will be determined, and given to BidSync to distribute. A notice will be published in The Colony Courier-Leader to indicate the City's intent to accept bids in accordance with State law. **(Note: Bid packets will be mailed to prospective suppliers only upon vendor request).**
 - c. Vendor pre-bid conferences may be conducted if, in the opinion of the Purchasing Agent and requesting Department, further explanation or coordination is needed due to the nature of the bid.
 - d. The Purchasing Agent shall open bids at a designated time and place as indicated in the bid packet. On-line bids will be downloaded as well. Paper bids will be input into the BidSync bid sheet, and tabulated. A representative from the User Department should be present during bid openings.
 - e. The Purchasing Agent shall distribute the bid tabulation to the User Department and post on the City's BidSync web site.
 - f. The User Department shall review all documents and provide a written award recommendation to the Purchasing Agent.
 - g. The Purchasing Agent shall review and evaluate all bid documents, including departmental recommendations, to insure total compliance with all City policies and State laws.
 - h. If the total amount of the purchase exceeds \$50,000, the requisitioning Department shall prepare an agenda package for City Council approval. As per Section 271.905 of the Local Government Code, if a local vendor is within five (5%) percent of the lowest non-local vendor, a note will be sent to the City Council so it can make a determination, in writing, if the local vendor offers the best combination of contract price and additional economic development opportunities for the local government. This applies only to purchases of real property or personal property not affixed to real property.

- i. If approved by the City Council, the Purchasing Agent shall complete the requisition, assign a Purchase Order number, notify the successful vendor and distribute copies of the P. O. to staff.
- j. If not approved, or postponed until additional information is provided, no purchase order or award may be issued without subsequent Council authorization.
- k. The User Department shall be responsible for the acceptance of products by verifying specifications and inspecting the quality and quantity of all items received.
- l. Purchase Order corrections or changes shall be made by the issuer of the original document or his designee.

PURCHASE ORDER/CONTRACT CHANGE ORDERS

- 1. For original requisitions between \$3,000 and \$49,999.99, increasing or decreasing the original order by not more than 25 percent shall be approved by the Department Director or his/her designee (unless the change order brings the total purchase in excess of the \$50,000 bidding threshold).
- 2. For original purchase orders greater than \$50,000, change orders increasing or decreasing the original contract or bid amount by less than \$50,000 (not to exceed 25 percent of the original contract), shall be approved by the City Manager or his designee.
- 3. In no case shall the combined total of all change orders exceed an increase of 25 percent of the original contract amount.
- 4. For original purchase orders greater than \$50,000, a change order may not decrease the original contract or bid amount by more than 25 percent without contractor approval.
- 5. Change orders causing the original purchase orders to become equal to or greater than \$50,000 in the aggregate of all change orders, shall be submitted to the City Council, regardless of the amount of increase.

Purchasing Procedures:

Purchases less than \$1,000:

Purchase Authorization sign by Dept Head or Manager, attach invoice, send to Accounts Payable.

Purchases \$1,000 to \$3,000:

Purchases such as dues, memberships, warranties, refunds, training, licenses, annual maintenance agreements, utilities, or general legal

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING THE ADMINISTRATIVE POLICIES AND PROCEDURES, PURCHASING POLICY AS AMENDED, FOR THE CITY OF THE COLONY, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of The Colony annually reviews the purchase Policy; and

WHEREAS, the City of The Colony has previously amended the Purchasing Policy by Resolution 2013-024 on the 4th day of April, 2013; and

WHEREAS, the City Council desires to amend said Purchasing Policy;

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

Section 1. The City Council of the City of The Colony hereby approves the Administrative Policies and Procedures for Purchasing Policy, which is attached hereto and incorporated herein as Exhibit A, as the purchasing policy for the City of The Colony.

Section 2. That the Purchasing Policy as adopted herein shall govern purchasing decisions for the City of The Colony.

Section 3. This resolution shall become effective immediately from and after its passage, as the law and charter in such cases provides.

PASSED, APPROVED and EFFECTIVE this 1st day of November, 2016.

Joe McCourry, Mayor

ATTEST:

Tina Stewart, City Secretary,

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 26, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to execute the purchase of two (2) new pieces of software, and one (1) new Message Switch for the police department in the amount of \$62,928.00 from Tyler Technologies, Inc., owner of New World Software (Police, Chandler)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Quote

Resolution



AMENDMENT

This amendment ("Amendment") is made this ____ day of _____, 2016 ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and The Colony Police Department, TX, with offices at 5151 N. Colony Boulevard, The Colony, TX 75056 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 20, 2007 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
- 2. The following payment terms, as applicable, shall apply:
 - a. Additional services fees and any expenses will be billed and invoiced as delivered.
 - b. Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
 - c. Travel expenses shall be invoiced, as applicable.
- 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

TYLER TECHNOLOGIES, INC.

(Tyler)

By: _____

Name: Greg Sebastian

Title: President, Public Safety Division

Date: _____

THE COLONY POLICE DEPARTMENT, TX

(Client)

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1
Investment Summary

THE COLONY POLICE DEPARTMENT, TX

October 12, 2016

A. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT
PROFESSIONAL SERVICES		
1.	Systems Assurance and Software Installation	4,800
	Message Switch Replacement Services	
	- Replace Existing Message Switch	4,800
TOTAL IMPLEMENTATION SERVICES		<u>\$4,800</u>
B. THIRD PARTY PRODUCTS AND SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1.	THIRD PARTY PRODUCTS AND SERVICES	
	THIRD PARTY HARDWARE	
a.	Hardware, System Software & Services	11,350
	Message Switch (3 year warranty)	11,350
TOTAL THIRD PARTY PRODUCTS AND SERVICES		<u>\$11,350</u>
C. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT
1.	TRAVEL AND LIVING EXPENSES (Estimate)	
	Estimated 1 trip at \$2,000 per trip.	\$2,000
TOTAL ONE TIME COST		<u>\$18,150</u>

PRICING VALID THROUGH DECEMBER 31, 2016.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Investment Summary

THE COLONY POLICE DEPARTMENT, TX

October 12, 2016

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

LAW ENFORCEMENT RECORDS

1. Additional New World Software for Law Enforcement Records

- Field Investigations	6,000
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SUB-TOTAL RECORDS MODULES	\$6,000
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MOBILE SOFTWARE

2. New World Field-Based Reporting Software (14 Units)

Field Investigation Field Reporting (1 Form)	100 ea.	\$1,400	1,400
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SUB-TOTAL MOBILE MODULES	\$1,400
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TOTAL TYLER SOFTWARE LICENSE FEES DUE	<u>\$7,400</u>
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B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

PROFESSIONAL SERVICES

1. Up to 42 hours of Implementation and Training Services are included for:	6,720
---	-------

- Software Tailoring and Set Up

- User Education and Training

- Other Technical Support

* Assumes train-the-trainer approach, with the exception of CAD, which is end user training

TOTAL IMPLEMENTATION SERVICES	\$6,720
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C. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL AND LIVING EXPENSES (Estimate)

Estimated 1 trip at \$2,000 per trip.	\$2,000
---------------------------------------	---------

TOTAL ONE TIME COST	<u>\$16,120</u>
----------------------------	------------------------

D. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT

1. MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)

Year 1 Maintenance:	\$1,554
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The software, services, and hardware, as applicable, that are itemized above, are hereby added to your existing Agreement with us. These fees will be invoiced to you in full upon receipt of your signed quote. Travel expenses shall be invoiced, as applicable. The terms and conditions of your Agreement will otherwise control.

Authorized Client Signatory:

Signature

Date

PRICING VALID THROUGH DECEMBER 31, 2016.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.



AMENDMENT

This amendment ("Amendment") is made this ____ day of _____, 2016 ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and The Colony Police Department, TX, with offices at 5151 North Colony Boulevard, The Colony, TX 75056 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 20, 2007 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date. Associated maintenance and support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - b. Additional services fees and any expenses will be billed and invoiced as delivered.
 - c. Travel expenses shall be invoiced, as applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

TYLER TECHNOLOGIES, INC.

(Tyler)

By: _____

Name: **Greg Sebastian**

Title: **President, Public Safety Division**

Date: _____

THE COLONY POLICE DEPARTMENT, TX

(Client)

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1
Investment Summary

THE COLONY POLICE DEPARTMENT, TX

October 12, 2016

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

STANDARD SOFTWARE TO BE DROPPED FROM MAINTENANCE

CAD

1. New World MSP Third Party CAD Interface Software

- Fire Records Interface (one-way interface; CAD closed incidents)
Supports Firehouse (Requires ACS Firehouse CAD monitor, not included),
Zoll/Sunpro, Alpine

FIRE RECORDS

2. Additional New World Software for Fire Records

- Vehicle Tracking and Maintenance

STANDARD SOFTWARE TO BE ADDED

DECISION SUPPORT SOFTWARE

3. Law Enforcement Management Data Mart (CAD, RMS)

- Includes 2 users 4,000

Dashboards for Law Enforcement 12,000

4. Fire Management Data Mart (CAD, RMS)

- Includes 2 users 4,000

Dashboards for Fire Management 12,000

SUB-TOTAL DECISION SUPPORT MODULES	\$32,000
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STANDARD NEW WORLD SOFTWARE LICENSE FEE \$32,000

LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (3,200)

LESS DISCOUNT FOR INVENTORY (18,542)

TOTAL TYLER SOFTWARE LICENSE FEES DUE	<u>\$10,258</u>
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B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

PROFESSIONAL SERVICES

1. Decision Support Software Implementation Services: (CAD, RMS, Fire) 14,400

- Installation of standard library components (cubes and dashboards)
- Training with data and reporting cubes
- Training on use of data mart for custom report building
- Requires up to 2 on-site trips - remaining work will be completed remotely

TOTAL IMPLEMENTATION SERVICES	\$14,400
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The Colony Police Department, TX Investment Summary
NEW WORLD PUBLIC SAFETY SOFTWARE

C. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT
1. TRAVEL AND LIVING EXPENSES (Estimate)		
	Estimated 2 trips at \$2,000 per trip.	\$4,000
TOTAL ONE TIME COST		\$28,658

D. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT
1. MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):		
	Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.	
	Year 1 Maintenance:	\$2,154

PRICING VALID THROUGH DECEMBER 31, 2016.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.

**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 ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES,
INC., FOR THE PURCHASE OF NEW WORLD SOFTWARE;
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 authorizes the purchase of replacement of new software and message switch equipment for the Police department.

Section 2. That the city manager is authorized to issue a purchase order to Tyler Technologies, Inc. in the amount of \$62,928.00 for the purpose of purchasing software and message switch equipment.

Section 3. 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 1st day of November, 2016.**

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/1/2016

SUMMARY OF REQUEST: Discuss and consider approving a resolution awarding a bid and authorizing the city manager to execute design-build contract for Shoreline Trail Erosion Repair Project to Knight Erosion Control, Inc. in the amount not to exceed \$80,000 with funding provided by the Community Development Corporation (Parks, Morgan)

Background:

The creek corridor adjacent to Shoreline Trail at the north end of the old driving range has significantly eroded due to the flooding over the last year and a half. The condition has worsened to significantly impact the shoreline trail.

Purpose:

The bid from Knight Erosion Control, Inc. includes the design and construction of a retaining wall in the stream corridor that is eroding and encroaching on the Shoreline Trail. The base bid is for \$62,149.20 for a 60 linear foot wall at 5'5" tall. An add-alternate of 100 square feet of wall for \$4,497 will be used if conditions beneath the surface require additional stabilization. The CDC allocated \$80,000 for this project.

Recommendations:

CDC Board approved awarding repair of shoreline trail erosion project base bid for \$62,149.20 and the add-alternate of \$4,497.00 for 100 square feet of retaining wall in an amount not to exceed \$80,000 to Knight Erosion Control, Inc.

Attachments:

Knight Erosion Control Proposal
Letter of Recommendation
Shoreline Trail Erosion Map
Resolution

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

June T Landa; Karen K Easter; Scott R Kirby; Susan L Elliott

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION (\$3,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



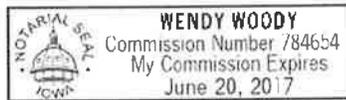
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of September, 2016.



William Warner Jr.
Secretary

PROPOSAL/UNIT PRICE BID SCHEDULE

**SHORELINE TRAIL EROSION REPAIRS
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
1	1	LS	Construction Staking, work fully performed, complete in place for the sum of <u>One Thousand</u> Dollars and <u>No</u> Cents per lump sum.	\$1,000.00	\$1,000.00
2	1	LS	Mobilization and General Site Preparation, work fully performed, complete in place for the sum of <u>Sixty Five Hundred</u> Dollars and <u>No</u> Cents per lump sum.	\$6,500.00	\$6,500.00
3	1	EA	Stabilized Construction Entrance, furnish and install, work fully performed, complete in place for the sum of <u>Two Thousand</u> Dollars and <u>No</u> Cents per each.	\$2,000.00	\$2,000.00
4	1	LS	Erosion Control, design, furnish and install, work fully performed, complete in place for the sum of <u>Twelve Hundred</u> Dollars and <u>no</u> Cents per lump sum.	\$1,200.00	\$1,200.00
5	1	LS	6-inch Decomposed Granite Trail with Geoweb Repairs, work fully performed, complete in place for the sum of <u>Fortythree hundred</u> Dollars and <u>No</u> Cents per lump sum.	\$4,300.00	\$4,300.00
6	1	LS	Bid Item 6 - Precast Modular Block Retaining Wall including Concrete Foundation, Pedestrian Handrail, Grouted Rock Rip Rap, Geosynthetic Reinforcement, Geotextile Fabric, Excavation, Embankment, and Continuous Gravel Drain. design, furnish and install, work fully performed complete in place for the sum of <u>Forty-seven Thousand One Hundred Forty Nine</u> Dollars and <u>Twenty</u> Cents per lump sum.	\$ 47,149.20	\$47,149.20

SUBTOTAL BID ITEMS 1 THRU 6

\$ 62,149.20

PROPOSAL/UNIT PRICE BID SCHEDULE

SHORELINE TRAIL EROSION REPAIRS

City of The Colony

Added Alternate No. 1 - Precast Modular Block Retaining Wall Below Grade

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
1A	100	SF	Precast Modular Block Retaining Wall Below Grade, design, furnish and install, work fully performed complete in place for the sum of Forty- Four Dollars and Ninetyseven Cents per square foot.	\$44.97	\$4497.00

TOTAL BID SECTION IV - ADDED ALTERNATE NO. 1

\$ 4,497.00

BID AFFIDAVIT*

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Bidder.)

STATE OF TEXAS COUNTY OF TARRANT BEFORE
ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally
appeared Russell Hergesell who after being by me

Russell Hergesell
Name
duly sworn, did depose and say:

"I, Russell Hergesell am a duly authorized office/agent for
Russell Hergesell
Name
Knight Erosion Control, Inc. and have been duly authorized to execute the
Knight Erosion Control, Inc.
Name of Firm
foregoing on behalf of the said Knight Erosion Control, Inc.
Knight Erosion Control, Inc.
Name of Firm

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

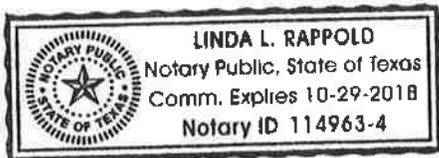
Name and Address of Bidder: Knight Erosion Control, Inc.
P.O. Box 202541, Arlington, TX 76006

Telephone: 817/640-4442

by: Russell Hergesell

Title: Director Signature: Russell Hergesell

SUBSCRIBED AND SWORN to before me by the above named Russell Hergesell
on this the 21st day of September 2016.



Notary Public in and for the State of TEXAS
Linda L. Rappold

*If submitting through BidSync – submit as an attachment with notary seal and signatures.

If BIDDER IS:

An Individual

By _____ (Seal)

(Individual's Name)

doing business as _____

Business address _____

Phone No. _____

A Partnership

By _____ (Seal)

(Firm Name)

(General Partner)

Business address _____

Phone No. _____

A Corporation

By _____ Knight Erosion Control, Inc.

(Corporation Name)

Texas

(State of Incorporation)

By _____ Russell Hergesell

(Name of person authorized to sign)

Director

(Title)

(Corporate Seal)

Attest _____ 

(Secretary)

Business address _____ P.O. Box 202541, Arlington, TX 76006

Phone No. _____ 817/640-4442

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name) (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)

STATE RECIPROCAL REQUIREMENT

THE CITY OF THE COLONY, AS A GOVERNMENTAL AGENCY OF THE STATE OF TEXAS, MAY NOT AWARD A CONTRACT FOR GENERAL CONSTRUCTION, SUPPLIES, MATERIALS, OR EQUIPMENT TO A NON-RESIDENT BIDDER UNLESS THE NON-RESIDENT'S BID IS LOWER THAN THE LOWEST BID SUBMITTED BY A RESPONSIBLE TEXAS RESIDENT BIDDER BY THE SAME AMOUNT THAT A TEXAS RESIDENT BIDDER WOULD BE REQUIRED TO UNDERBID A NON-RESIDENT BIDDER TO OBTAIN A COMPARABLE CONTRACT IN THE STATE IN WHICH THE NON-RESIDENT'S PRINCIPAL PLACE OF BUSINESS IS LOCATED (ARTICLE 601G V.T.C.S.). BIDDER SHALL ANSWER ALL THE FOLLOWING QUESTIONS BY ENCIRCLING THE APPROPRIATE RESPONSE OR COMPLETING THE BLANK PROVIDED.

IS YOUR PRINCIPAL PLACE OF BUSINESS IN THE STATE OF TEXAS?

YES

NO

IF THE ANSWER TO QUESTION 1 IS "YES" NO FURTHER INFORMATION IS NECESSARY; IF "NO", PLEASE INDICATE:

IN WHICH STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED. _____

DOES THAT STATE FAVOR RESIDENT BIDDERS (BIDDERS IN YOUR STATE) BY SOME DOLLAR INCREMENT OR PERCENTAGE?

YES

NO

1. IF "YES", WHAT IS THAT DOLLAR INCREMENT OR PERCENTAGE: _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: Knight Erosion Control, Inc.

Address: P.O. Box 202541

City, State, Zip Code: Arlington, TX 76006

Phone: 817/640-4442

Fax: 817/649-7782

Authorized Rep. (Name): Russell Hergesell

Signature of Authorized Rep.: 

Position with Company: Director

E-Mail (if available) russ@knighterosioncontrol.com

EXCEPTIONS (IF ANY) FROM BID SPECIFICATIONS:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

none

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
____ YES ____ NO
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
____ YES ____ NO
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
____ YES ____ NO
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date



October 4, 2016
AVO 31651

Mr. Ron Hartline, P.E.
Senior Engineer
City of The Colony
6800 Main Street
The Colony, Texas 75056

Re: Shoreline Trail Erosion Repairs – Bid # 50-16-17_Shoreline Trail Erosion

Dear Mr. Hartline:

Bids were opened on the above-referenced project on Tuesday, September 27, 2016, at the City of The Colony. One (1) qualified bid was received from Knight Erosion Control, Inc. in the amount of \$62,149.20. We have contacted the City of Garland, City of Denton and the City of The Colony Parks Department who all have awarded similar projects to Knight Erosion Control to verify their qualifications.

Ms. Donna Manhart with the City of Garland answered questions concerning Knight Erosion Control's performance on a series of R-Rap Walls for the Home Owner's Association and individual property owners along Eden Drive and Glenshire Drive. Ms. Manhart stated that all the work was performed satisfactorily and on schedule. They had no outstanding problems, conflicts or change orders during this project.

Knight Erosion Control installed approximately 650 linear feet of gravity retaining wall for the City of Denton for their DME Arco Substation project. We contacted Ms. Laura Cheek concerning Knight's performance. Ms. Cheek stated that Knight was "great to work with" and that they were "great about planning ahead to keep items and concerns addressed prior to any potential for an issue to arise." She reported that there were no problems or conflicts to report and that there were no change orders regarding the retaining wall.

We also contacted Ms. Eve Morgan with the City of The Colony Parks Department regarding the work Knight Erosion Control performed on the Stewart Creek Park boat ramp. She stated that they were on time, easy to work with, and the work they performed on the small bag wall was met with approval. There were no outstanding problems or conflicts and there were no change orders on the project. She stated that "They were very easy to work with. The project was small but they completed in a timely fashion." She state that she would recommend them.



Mr. Ron Hartline, P.E.

October 4, 2016

Page 2

In conclusion, there were positive comments regarding the performance of Knight Erosion Control, Inc. All stated that they were happy with Knight Erosion Control's performance on the required work, and none reported any issues or conflicts. It is the opinion of Halff Associates, Inc. that Knight Erosion Control, Inc. is qualified to perform the improvements associated with the Shoreline Trail Erosion Repairs project.

Please call me at (817) 847-1422 if you have any questions or comments.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "L. Hollis", is written over the typed name.

Leigh A. Hollis, P.E.

Attachment



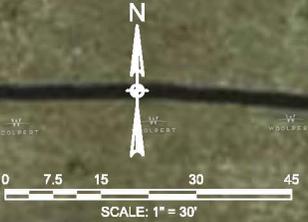
NOTE: PROJECT EARTHWORK SHALL RESULT IN A NET CUT OR BALANCE. NO FILL SHALL BE PLACED IN EXCESS OF EXCAVATION QUANTITY. ALL EXCAVATION REQUIRED FOR BACKFILL AND WALL PLACEMENT SHALL BE HAULED OFF SITE.

SHORELINE TRAIL
6" DECOMPOSED GRANITE
TRAIL (4" GEOWEB WITH 2"
DECOMPOSED GRANITE COVER)

MINIMUM 42" HIGH
PEDESTRIAN RAILING

REMOVE AND REPLACE TRAIL
AS NECESSARY FOR RETAINING
WALL CONSTRUCTION

APPROXIMATELY
60 LF OF 5.5' HIGH
MODULAR BLOCK
RETAINING WALL



THIS DRAWING IS FOR REFERENCE ONLY. DETERMINATION OF THE SUITABILITY AND/OR MANNER OF USE OF ANY DETAILS CONTAINED IN THIS DOCUMENT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER OF RECORD. FINAL PROJECT DESIGNS, INCLUDING ALL CONSTRUCTION DETAILS, SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER USING THE ACTUAL CONDITIONS OF THE PROPOSED SITE.

**SHORELINE TRAIL
PRECAST MODULAR BLOCK RETAINING WALL
TYPICAL LAYOUT**



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

**A RESOLUTION OF THE CITY OF THE COLONY, TEXAS,
AWARDING A BID AND APPROVING THE TERMS AND
CONDITIONS OF A DESIGN-BUILD CONTRACT BY AND
BETWEEN THE CITY OF THE COLONY AND KNIGHT
EROSION CONTROL, INC., FOR THE TRIBUTE SHORELINE
NATURE TRAIL EROSION PROJECT, WHICH IS ATTACHED
HERETO AND INCORPORATED HEREIN AS EXHIBIT "A";
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID
CONTRACT; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has determined that it is in the best interest of the citizens to award a bid to Knight Erosion Control, Inc., and execute a design-build contract for The Tribute Shoreline Trail Erosion Project, which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City of The Colony agrees to pay the base bid amount of \$62,149.20 and the Add-Alternate bid amount of \$4,497.00, for a total of \$80,000.00 for such work.

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

Section 1. The City Council of the City of The Colony, Texas hereby awards a bid to Knight Erosion Control, Inc., and authorizes execution of a design-build contract for The Tribute Shoreline Nature Trail Erosion Project for a total amount of \$80,000.00.

Section 2. That the improvements shall be funded through the 2011 Tribute Partners Professional Services and Development Agreement and a 2010 Texas Parks and Wildlife Grant for a total project cost of \$80,000.00.

Section 3. The City Manager is authorized to execute a Construction Services Contract for said reconstruction, which is attached hereto and incorporated herein as Exhibit "A".

Section 4. 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 1st day of November, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/1/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to execute a contract amendment for Phase 2 of the South Colony Overpass (Engineering, Scruggs)

Background:

The City entered in to an agreement for development of 431-acres south of SH 121 between Plano Parkway and Spring Creek. A traffic analysis of the site demonstrated the need for an interchange on the SRT at South Colony Blvd.

A conceptual design was developed by a team composed of representatives from the City, Developer, North Central Texas Council of Governments (NCTCOG), North Texas Tollway Authority (NTTA), Denton County, and Texas Department of Transportation (TxDOT). This interchange has South Colony Blvd. pass over the SRT, thereby, minimizing the downtime of the SRT main lanes for construction. A diverging diamond interchange was selected based on its lower cost and higher vehicle capacity.

Although the City had already made the decision to construct Phase 2 (the ramps from the bridge on to South Colony Blvd.), to meet the timeline for completing construction of the bridge it was necessary to begin construction of the Phase 1 project while Phase 2 was being designed. In August 2013, construction began on the Phase 1 bridge and it was opened to traffic in March 2015.

The Phase 2 construction began in March 2015 and opened to traffic in March 2016. The additional cost is \$61,758.61 and this is the final amendment to the contract.

Purpose:

To approve a contract amendment with Mario Sinacola.

Issues:

Construction of Phase 2 began in March and opened to traffic in March 2016.

Alternatives:

N/A

Recommendation:

Staff recommends approval of the contract amendment with Mario Sinacola.

Suggested motion: I move to recommend approval of the contract amendment with Mario Sinacola for construction of Phase 2 of the South Colony Boulevard Grade Separation at the SRT.

FINANCIAL SUMMARY: (Leave blank if N/A)

Are budgeted funds available: Yes No Amount budgeted/available: \$5,806,661.84

Fund(s) (Name and number): 2014 COs, 4A Board, GF, and RTR

Source of Funds: 2014 COs \$2,016,409, 4A Board \$2,815,422, GF \$716,273 & RTR \$258,558

Cost of recommended bid/contract award: \$61,758.61

Total estimated project cost:

\$ _____ Architecture/engineering	Already authorized <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>4,886,454.34</u> Construction	Already authorized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>61,758.61</u> Contract Amendment	Already authorized <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
\$ <u>632,240.00</u> Inspection	Already authorized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>225,967.50</u> Soils/Materials Testing	Already authorized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>5,806,661.84</u> Total estimated costs	

Future Costs (if any): \$ _____ Revenue Generated: \$ _____

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. Maintenance of the bridge is addressed in agreements with NTTA and TxDOT and the South Colony Blvd. ramps will be maintained by the City. Two year maintenance bond on the Phase 2 ramps on South Colony Blvd.

Attachments:

Location Map

Contract Amendment

Resolution



Location Map



CHANGE ORDER #2
CITY OF THE COLONY
DENTON COUNTY, TEXAS
ENGINEERING DEPARTMENT
Proposed State Highway Improvement at
Phase 2 S. Colony Blvd,
City of the Colony

CONTRACT AMENDMENT – EXHIBIT “A”

DATE: September 23, 2016

Contract Amendment No. 2 to the Contract Dated February 3, 2015 between the City of The Colony (Owner) and Mario Sinacola & Sons Excavating, Inc. (Contractor) as shown below.

Pursuant to the provisions of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004, Item 4, Special Provision 004-017, Article 4.4, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

Contract Amendment Explanation:

- To add the beveled coping design change.
- To add SSTR to deck with/PCP connection detail. This was added to show the SSTR anchorage with PCP bridge deck.
- To add sign mounting detail bridge rail sheets. These sheets were added to show the bridge rail sign mounting detail with SSTR rail.
- To add grading plan sheet. This sheet was added to revise grading under the SCB Bridge between the SBFR and abutment #9.
- To add TCP sheets to show the temporary signing layout. This was necessary in order to open SCB to traffic prior to functioning traffic signals.
- To add the SSTR to C221 transition section sheet to the contract.
- To add revise the proposed signal layout sheets and signal chart sheets to add TY A aluminum signs not installed on Phase 1.
- To remove and replace thirty LF of precast concrete traffic barrier that was damaged in a traffic accident on 05/15/16.

Attachment #1 describes the adjusted and added pay items attributed to this Change Order.

Attachment #2 describes the added and revised plan sheets attributed to this Change Order. The described sheets within this attachment will be added to the existing contract set of plans.

TOTAL CONTRACT AMENDMENT NO. 2:	\$ 61,758.61
Original Amount of Contract	\$ 4,815,421.55
Contract Amount after Amendment No. 1	\$ 4,886,454.34
Contract Amount after Amendment No.2	\$ 4,948,212.95

Requested Additional Number of Calendar Days to Be Considered Prior to the Final Payment: **231 Calendar Days**. The Contract Start Time and Notice to Proceed for this project is March 16, 2015. With approval of Contract Amendment No. 2, **231 Calendar Days** will be added to the revised contract time project schedule of 334 days. The original contract time was 255 Calendar Days. Amendment No. 1 added **79 Calendar Days** to the contract. The total revised Contract Time with approval of amendment No. 2 shall be **565 Calendar Days**.

Please sign and return the Contract Amendment to the Engineering Department as soon as possible so future payments, if any, may be processed.

Thank you.

City of The Colony's offer of proposed change:

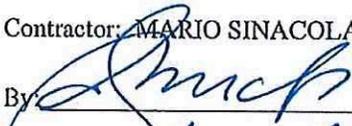
By: _____

Printed Name: _____

Date: _____

Title: _____

Contractor: MARIO SINACOLA & SONS EXCAVATION, INC.

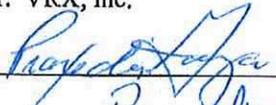
By:  _____

Printed Name: MICHAEL SINACOLA

Date: 10-4-16

Title: VICE PRESIDENT

Engineer: VRX, Inc.

By:  _____

Printed Name: Praxedis Garza

Date: 10/5/2016

Title: Construction Manager

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION SERVICES CONTRACT AMENDMENT BY AND BETWEEN THE CITY OF THE COLONY AND MARIO SINACOLA & SONS EXCAVATING, INC. FOR CONSTRUCTION OF PHASE 2 OF THE SOUTH COLONY BOULEVARD GRADE SEPARATION AT THE SAM RAYBURN TOLLWAYS/S.H. 121, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and Contractor have entered into an agreement such that the Contractor is to provide the following services: CONSTRUCTION OF PHASE 2 OF THE SOUTH COLONY BOULEVARD GRADE SEPARATION AT THE SAM RAYBURN TOLLWAY/S.H. 121, SPECIFICALLY RAMPS TO FROM SOUTH COLONY BOULEVARD TO THE BRIDGE OVERPASS; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into Contract Amendment No. 2 with MARIO SINACOLA & SONS EXCAVATING, INC., which is attached hereto and incorporated herein by reference as Exhibit "A," under the terms and conditions provided therein.

WHEREAS, with this Contract Amendment the City of The Colony is agreeing to pay the sum not to exceed \$61,758.61 for such work with primary funding provided by Denton County Regional Toll Revenues (RTR).

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

Section 1. The Contract Amendment No. 2, which is attached and incorporated herein as Exhibit "A", having been reviewed by the City Council of the City of The Colony, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved in the amount of \$61,758.61 and the City Manager is hereby authorized to execute the Contract on behalf of the City of The Colony, Texas.

Section 2. That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED, APPROVED and EFFECTIVE this 1st day of November, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 26, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to execute a License and Use Agreement with Carnival Americana, Inc. for the 2015 American Heroes Event (Parks, Swain)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

License and Use Agreement
Resolution

THE STATE OF TEXAS §
§ **LICENSE AND USE AGREEMENT**
COUNTY OF DENTON §

THIS LICENSE and USE AGREEMENT (hereinafter referred to as “AGREEMENT”) is made and entered into on this the ___ day of _____, 2016, by and between the CITY OF THE COLONY, TEXAS (hereinafter referred to as the “CITY”), acting by and through its City Manager, and CARNIVAL AMERICANA, an Oregon corporation (hereinafter referred to as “SHOW”), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, the CITY owns a recreational site commonly referred to as The Colony Five Star Complex (“COMPLEX”); and

WHEREAS, the CITY desires to have a carnival temporarily located at the COMPLEX; and,

WHEREAS, SHOW desires to be the exclusive vendor for conducting rides and shows at the COMPLEX; and

WHEREAS, the CITY and SHOW agree to enter into this License and Use Agreement for the purposes of allowing the SHOW to be the exclusive vendor to present rides and sideshows at the COMPLEX under the terms and conditions set forth herein.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

1. **Purpose.** CITY hereby grants SHOW a license, pursuant to the terms of this AGREEMENT, for the purpose of utilizing a site designated by the CITY at the COMPLEX from November 3 - 6, 2016, during the times mutually agreed to by the parties.

2. **Term.** The term of this AGREEMENT shall be from November 3, 2016 through November 6, 2016.

3. **Fee.** For and in consideration of the above mentioned, the SHOW agrees to pay CITY fifteen percent (15%) of gross ride tickets sold with a guarantee of one thousand five hundred dollars (\$1,500.00), whichever is greater. SHOW will provide a detailed financial report and payment to the CITY within ten (10) days of the conclusion of the event.

4.1 **CITY’S Obligations and Responsibilities.**

A. CITY will obtain, furnish and designate a suitable location for the operation of such unit, which location is known as fairgrounds, same to be cleared of brush, refuse and other objectionable matter and to be in such good condition that the attraction equipment may be

safely set up and so that the SHOW attractions may exhibit safely without discomfort to themselves or to the public.

B. CITY agrees not to book or contract any attraction similar to the one operated by SHOW. Also, that any attraction shall not appear in said CITY six (6) weeks preceding, or six (6) weeks following the above mentioned period.

C. CITY agrees to furnish trash dumpsters with full service or the equivalent of the same.

D. CITY agrees to furnish a suitable location for all trailers and support equipment used by associates and employees of the SHOW.

E. CITY agrees to furnish six (6) portable restrooms.

4.2 **SHOW'S Obligations and Responsibilities.**

A. SHOW agrees to present a combination of vendors for conducting rides, sideshows and concessions that may be available to SHOW, in the CITY COMPLEX for the period commencing November 3, 2016 through November 6, 2016.

B. SHOW shall have and hold the exclusive on rides and shows during the life of this contract in the area of the COMPLEX designated by the CITY.

C. SHOW shall furnish, without expense to the CITY, all shows, riding devices and concession stands, postering paper, tickets, press notices, cuts, also promoter or press agent, if required.

D. SHOW shall furnish and pay for all licenses, permits and taxes that may be required by law to operate the rides, shows, concessions, bill postering and water.

E. SHOW agrees to abide by all requirements set forth in The Colony Code of Ordinances, Part II, Chapter 4, Amusements, Article III, Temporary Circuses and Carnivals.

F. SHOW shall be authorized to operate during the hours of 4pm – 10:30pm on Thursday, November 3; 4pm – midnight on Friday, November 4; noon – midnight on Saturday, November 5; and 1pm – 10:30pm on Sunday, November 6, 2016.

5. In the case of death or sickness of any performer, the SHOW is to have reasonable time in which to replace such performer or to substitute another act in its place. SHOW shall not in any way be liable for any damages or expenses caused by the failure or delay in the presenting of one of its units as hereinafter provided if caused by war, wrecks, strikes, governmental regulations, labor difficulties, transportation difficulties, excessive railroad rates, or adverse weather conditions, or any other accidents or circumstances which the SHOW has no control over.

6. **Termination.** Either party may terminate this AGREEMENT after a twenty-one (21) day written notice has been provided to each party to the agreement.

7. **Notice.** When notice is permitted or required by this AGREEMENT, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

TO THE CITY:

Troy Powell, City Manager
City of The Colony
6800 Main Street
The Colony, Texas 75056

WITH A COPY TO:

Jeff Moore, City Attorney
Brown and Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081

TO SHOW:

Alan Cockerham
Carnival Americana, Inc.
P.O. Box 1000
Fort Worth, Texas 76101

WITH A COPY TO:

Robert Kelsoe
5220 Spring Valley Road
Suite 500
Dallas, TX 75254

8. **Insurance.** SHOW shall furnish a Certificate of Insurance showing CITY as additional insured and/or the owner or lessee of any premises used by the named insured but only in respect to accidents arising out of the business operations of the named insured at the carnival site.

9. **Hold Harmless.** SHOW shall indemnify and hold harmless the CITY, its officials, officers, employees, and agents from and against any claims, demands, damages, liability, expenses (including attorney's fees), fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of, or in any way connected with SHOW, SHOW'S officers, employees, participants, agents, invitees, or guests use of the subject COMPLEX, except for claims, demands, damages, expenses (including attorney's fees), fines, suits, proceedings, actions and causes of action arising from the negligent or willful act or omission of the CITY or its contractors, agents, or employees.

10. **Governing law.** This LICENSE is governed by the laws of the State of Texas, and venue for any action shall be in Denton County, Texas.

11. **Binding effect.** This LICENSE shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

12. **Entire Agreement.** This LICENSE embodies the entire agreement between the parties and supersedes all prior agreements, licenses, understandings, if any, relating to the

property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

13. **Legal construction.** The provisions of this LICENSE are hereby declared covenants running with the property and are fully binding on all successors, heirs, and assigns of LICENSEE who acquires any right, title, or interest in or to the property or any part thereof. Any person who acquires any right, title, or interest in or to the property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this LICENSE with respect to the right, title or interest in such property.

EXECUTED this _____ day of _____, 2016.

CITY OF THE COLONY, TEXAS

By: _____
TROY POWELL, CITY MANAGER

ATTEST:

By: _____
TINA STEWART, CITY SECRETARY

EXECUTED this _____ day of _____, 2016.

CARNIVAL AMERICANA
an Oregon corporation

By: _____
Name: ALAN COCKERHAM
Title: PRESIDENT

LICENSEE'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by Alan Cockerham, President of Carnival Americana, Inc., an Oregon corporation, on behalf of
said corporation.

Notary Public, State of Texas

My Commission expires: _____

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

Notary Public, State of Texas

My Commission Expires:

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 A LICENSE AND USE AGREEMENT WITH CARNIVAL AMERICANA, INC. FOR THE 2016 AMERICAN HEROES EVENT; AUTHORIZING CARNIVAL OPERATING HOURS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of The Colony is hosting the American Heroes event to be held at the Five Star Complex on November 5, 2016; and,

WHEREAS, The Colony City Council has determined it to be in the best interest of its citizens to enter into a License and Use Agreement with Carnival Americana, Inc. for the purpose of operating a carnival in conjunction with the American Heroes event.

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 authorizes the city manager to execute a License and Use Agreement with Carnival Americana, Inc. attached as Exhibit A for the purpose of operating a carnival at the Five Star Complex.

Section 2. That the City Council of the City of the Colony, Texas hereby authorizes the carnival to operate these days and during these hours:

4:00 pm – 10:30 pm on Thursday November 3, 2016

4:00 pm – midnight on Friday, November 4, 2016

12:00 pm – midnight on Saturday, November 5, 2016

1:00 pm – 10:30 pm on Sunday, November 6, 2016

Section 3. 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 **1st** day of **November, 2016**.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Conduct a public hearing, discuss and consider approving an ordinance amending Appendix A of the Zoning Ordinance, Section 10-100, Schedule of Uses by District, by adding "Automobile Rental" land use, Section 10-300, Definitions and Explanations Applicable to the Use Schedule, Section 25, Definitions to add definitions for "Automobile Rental" land use and related terms, and Section 10D-700 Temporary Use Definitions and Section 10D-2800, Special Events to clarify the definition for Special Events (Development Services, Sen)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Council Staff Report

Proposed Ordinance

Minutes of October 11, 2016 P&Z meeting

CITY COUNCIL REPORT

AGENDA DATE: November 1, 2016

DEPARTMENT: Engineering/Development Services Department

SUBJECT: *S114-0018 – Automobile Rental land use and Special Events definition*

Conduct a public hearing, discuss and consider amendments to Appendix A Zoning Ordinance, Section 10-100, Schedule of Uses by District, by adding “Automobile Rental” land use, Section 10-300, Definitions and Explanations Applicable to the Use Schedule, Section 25, Definitions to add definitions for “Automobile Rental” land use and related terms, and Section 10D-700 Temporary Use Definitions and Section 10D-2800, Special Events to clarify the definition for Special Events.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

October 11, 2016 – The Planning and Zoning Commission recommended approval of the consider amendments to Appendix A Zoning Ordinance, Section 10-100, Schedule of Uses by District, by adding “Automobile Rental” land use, Section 10-300, Definitions and Explanations Applicable to the Use Schedule, Section 25, Definitions to add definitions for “Automobile Rental” land use and related terms, and Section 10D-700 Temporary Use Definitions and Section 10D-2800, Special Events to clarify the definition for Special Events with a 6-0 vote.

REGULATIONS AND FINDINGS IN ADJACENT CITIES

Plano allows automobile leasing/renting with a Specific Use Permit (SUP) in Retail, Central Business and Regional Commercial zoning districts.

Plano Zoning Ordinance has following definitions related to this land use.

Automobile: A 4-wheeled, self-propelled vehicle designed for passenger transportation and commonly propelled by an internal combustion engine.

Automobile Leasing and Renting: Storage, leasing, or renting of automobiles, motorcycles, and light load vehicles.

Heavy Load Vehicle: A self-propelled vehicle having a Manufacturer’s Recommended Gross Vehicle Weight (GVW) of greater than 11,000 pounds, such as tractor-trailers, buses, vans, and other similar vehicles. The term “truck” shall be construed to mean “Heavy Load Vehicle” unless specifically stated otherwise.

Light Load Vehicle: A self-propelled vehicle having no more than 2 axles such as a pick-up truck or van but excluding recreation vehicles and vehicles designed for commercial hauling or for the moving of home furnishings and similar articles.

City of Carrollton Zoning Ordinance has Automobile, Equipment Rental and Leasing (Site area in excess of 5 acres) and Automobile, Equipment Rental and Leasing (Site area less than 5 acres) allowed by right in Light Commercial, High Commercial, Commercial/Warehouse, Light Industrial, High Industrial zoning districts and allowed with a SUP in Freeway district.

Carrollton Zoning Ordinance has following definitions related to this land use.

Automobile: A four-wheeled, self-propelled vehicle designed for passenger transportation, and commonly propelled by an internal combustion engine.

Heavy Equipment: Machinery, apparatus or implements which include, but are not limited to construction and/or earth moving equipment, forklifts, and other related equipment.

Truck, Heavy Load: A self-propelled vehicle having a gross vehicle weight (GVW) in excess of 7,500 pounds, including but not limited to recreational vehicles, vans, buses, tractor-trailers, and other similar vehicles.

Truck, Light Load: A self-propelled vehicle having not more than two (2) axles, and having a gross vehicle weight of less than 7,500 pounds, including but not limited to pick-up trucks, vans, and other similar vehicles.

Frisco Zoning Ordinance allows Automobile Sales/Leasing, New by right in Industrial zoning and requires a SUP approval in Highway District and Commercial 1, 2 District. It is defined as follows

Automobile Sales/Leasing, New: Sales, rental, and/or leasing of new automobiles or light load vehicles, including, as accessory uses: Automobile Sales, Used; Automobile Repair, Major; and Automobile Storage.

City of Lewisville does not define auto rental as a separate land use and do not regulate them.

Town of Little Elm allows Auto/Boat sales/leasing (new) by right in heavy commercial, light industrial and high industrial zoning districts and require a SUP in light commercial zoning district. The land use is defined as follows:

Auto/boat sales/leasing, new: Retail sales or leasing of new automobiles, light load vehicles or boats.

The Colony Zoning Ordinance has following Automobile related land uses listed and regulated.

<i>Type of Use</i>	<i>Zoning Districts</i>						
	<i>NS</i>	<i>SC</i>	<i>GR</i>	<i>BP</i>	<i>LC</i>	<i>HC</i>	<i>I</i>
Auto sales and service (outside display)	N	N	SUP	SUP			
Auto sales and service (inside display)	N	N	SUP	SUP			
Auto painting or body rebuilding shop (inside)	N	N	SUP	SUP			
Auto parts and accessory sales (inside only)	N			SUP			
Auto parts and accessory sales (outside display)	N	N	SUP	SUP			
Auto repair garage (inside)	N	SUP		SUP			

ORDINANCE REVIEW COMMITTEE (ORC) RECOMMENDATION

There has been a need for this type of land use within the City. With the growth of multiple hotels and The Colony being a destination center due to Nebraska Furniture Mart and other new businesses/entertainment venues, vehicle rental is a complimentary land use that can support these businesses. After thorough investigation and review, staff makes the following recommendations for Automobile Rental Uses:

The following chart shows the staff recommendation (N = Not allowed; SUP = Permitted by Specific Use Permit only; blank = allowed):

<i>Proposed Use</i>	<i>Zoning Districts</i>						
	<i>NS</i>	<i>SC</i>	<i>GR</i>	<i>BP</i>	<i>LC</i>	<i>HC</i>	<i>I</i>
Automobile Rental	N	N	N	N			

Staff also proposes to add the following definition in the Section 10-300 of the Zoning Ordinance

Automobile Rental - Storage, leasing, or renting of automobiles, motorcycles, and light load vehicles, defined as a self-propelled vehicle having no more than 2 axles such as a pick-up truck or van including electric or natural gas automobiles that run on electricity or natural gas, but excluding recreation vehicles and vehicles designed for commercial hauling.

Staff also recommends adding definitions for automobile, light-load vehicles and high-load vehicles to the **Section 25: Definitions** as follows:

Automobile: A 4-wheeled, self-propelled vehicle designed for passenger transportation, including electric or natural gas automobiles that run on electricity or natural gas.

Light Load Vehicle: A self-propelled vehicle having no more than 2 axles such as a pick-up truck or van but excluding recreation vehicles and vehicles designed for commercial hauling or for the moving of home furnishings and similar articles.

Heavy Load Vehicle: A self-propelled vehicle having a Manufacturer’s Recommended Gross Vehicle Weight Rating (GVWR) of greater than 10,000 pounds, such as tractor-trailers, buses, vans, and other similar vehicles. The term “truck” shall be construed to mean “Heavy Load Vehicle” unless specifically stated otherwise.

SPECIAL EVENTS DEFINITION:

Staff would also like to propose the following changes to the Special Events section of the Zoning Ordinance

10D-700. Temporary use definitions.

Apron. The paved area between any store and its first row of parking or drive aisle located adjacent to the entrance. Also considered to be "under the eaves" regardless of whether actual eaves are present.

Canopy. Any temporary structure, enclosure or shelter constructed of fabric or other pliable

material that may be partially supported by a building, wall or roof, and additionally by any manner except by air or by the contents it protects and is open without sidewalls or drops on 75 percent or more of the perimeter. In addition, any canopy structure that is 400 square feet or greater in size is defined as a tent for the purposes of the Fire Code.

City-based organization. Any group maintaining an organizational structure within the city.

Mobile food truck. An enclosed, commercially manufactured, motorized mobile unit in which ready to eat food is cooked, wrapped, packaged, processed or portioned for service, sale or distribution and designed for the transportation, storage and preparation of foods.

Not-for-profit organization. Any organization that is recognized by the Internal Revenue Service (IRS) as having a not-for-profit status.

Seasonal. Shall mean the typical time period generally understood to be appropriate for a certain type of goods and/or services. For example, Christmas tree sales season would typically be the six weeks prior to the Christmas holiday while the sale of firewood would typically be the six-month period when the weather falls to a temperature in which fireplaces might be put to use.

Special Event. An infrequent advertised and/or open to the public event outside of normal activities which is likely to attract visitors, and is an opportunity for leisure, social or cultural experiences by attendees. Such special events may include, but are not limited to, any public amusement or event that will take place on a public right-of-way, exhibitions, automobile shows, tournaments, running events, festivals, carnivals, air shows, group garage sales, outdoor shows/concerts, craft fairs, block parties, parades and religious events. Special events are further defined as temporary activities that are abnormal to the specific site when needs of traffic, parking, restrooms, noise level, crowds, zoning, etc., exceed the original design and intent of the site. This article does not apply to activities normally occurring on property appropriately zoned to allow the activity.

Temporary business. A business transacted or conducted in the city that is upon private property which has no definite arrangement for legal right of occupancy and is used for the purpose of conducting business for a limited period of time.

Tent. A temporary structure, enclosure or shelter constructed of fabric or other pliable material supported by any manner except by air or the contents it protects. A tent is typically open on the sides, but may have drop-down sides constructed of fabric or pliable material as well.”

10D-2800(a): Special Events:

(a) Examples	<i>Special Event.</i> An infrequent advertised and/or open to the public event outside of normal activities which is likely to attract visitors, and is an opportunity for leisure, social or cultural experiences by attendees. Such special events may include, but are not limited to, any public amusement or event that will take place on a public right-of-way, exhibitions, automobile shows, tournaments, running events, festivals, carnivals, air shows, group garage sales, outdoor shows/concerts, craft fairs, block parties, parades and religious
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	<p>events. Special events are further defined as temporary activities that are abnormal to the specific site when needs of traffic, parking, restrooms, noise level, crowds, zoning, etc., exceed the original design and intent of the site. This article does not apply to activities normally occurring on property appropriately zoned to allow the activity.</p>
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Attachments:

- 1. Proposed Ordinance
- 2. Minutes of October 11, 2016 Planning and Zoning Commission meeting

CITY OF THE COLONY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING APPENDIX A, SECTION 10-100 OF THE CODE OF ORDINANCES OF THE CITY OF THE COLONY, TEXAS, ENTITLED "SCHEDULE OF USES BY DISTRICT," BY ADDING "AUTOMOBILE RENTAL" LAND USE; AMENDING APPENDIX A, SECTION 10-300 OF THE CODE OF ORDINANCES, ENTITLED "DEFINITIONS AND EXPLANATIONS APPLICABLE TO THE USE SCHEDULE," BY ADDING A DEFINITION FOR AUTOMOBILE RENTAL; AMENDING APPENDIX A, SECTION 25-101 OF THE CODE OF ORDINANCES, ENTITLED "DEFINITIONS," BY ADDING DEFINITIONS FOR "AUTOMOBILE," "LIGHT LOAD VEHICLE" AND "HEAVY LOAD VEHICLE;" AMENDING APPENDIX A, SECTION 10D-700, OF THE CODE OF ORDINANCES OF THE CITY OF THE COLONY, TEXAS, ENTITLED "TEMPORARY USE DEFINITIONS," BY AMENDING THE DEFINITION OF "SPECIAL EVENT"; AND AMENDING APPENDIX A, SECTION 10D-2800 OF THE CODE OF ORDINANCES OF THE CITY OF THE COLONY, TEXAS, ENTITLED "SPECIAL EVENTS," BY AMENDING SUBSECTION (A), ENTITLED "EXAMPLES", BY REDEFINING EXAMPLES OF SPECIAL EVENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH AND EVERY OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 211.006(a) of the Texas Local Government Code requires the City of The Colony, Texas, to publish notice of a public hearing concerning a zoning amendment before the 15th day before the date of the public hearing; and

WHEREAS, Appendix A, Section 24-101(d) of the Code of Ordinances of the City of The Colony, Texas, provides the following "[a] public hearing shall be held by city council before adopting any proposed amendment, supplement or change. Notice of such hearing shall be given per the publication policy of the city, stating the time and place of such hearing, and shall be published a minimum of 15 days prior to the date of the public hearing;" and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of The Colony, Texas, is of the opinion and finds that said changes should be granted, and that the Code of Ordinances should be amended.

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

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

SECTION 2. That Appendix A, Section 10-100, of the Comprehensive Zoning Ordinance of the City of The Colony, Texas, entitled “Schedule of Uses by District,” is hereby amended by adding the “221 Automobile Rental” use, which shall read as follows:

<i>Type of Use</i>	SF	D	TH	M1	M2	M3	M4	MH	PD	A	P	O1	O2	NS	SC	GR	LC	HC	I	BP
221 Automobile rental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N				N

SECTION 3. That Appendix A, Section 10-300, of the Comprehensive Zoning Ordinance of the City of The Colony, Texas, entitled “Definitions and explanations applicable to use schedule,” is hereby amended by adding an “Automobile Rental” definition which shall read as follows:

“(221) *Automobile Rental.* Storage, leasing, or renting of automobiles, motorcycles, and light load vehicles, defined as a self-propelled vehicle having no more than 2 axles such as a pick-up truck or van including electric or natural gas automobiles that run on electricity or natural gas, but excluding recreation vehicles and vehicles designed for commercial hauling.”

SECTION 4. That Appendix A, Section 25-101, of the Comprehensive Zoning Ordinance of the City of The Colony, Texas, entitled “Definitions,” is hereby amended by adding definitions for “Automobile,” “Heavy Load Vehicle,” and “Light Load Vehicle,” which shall read as follows:

“*Automobile:* A 4-wheeled, self-propelled vehicle designed for passenger transportation, including electric or natural gas automobiles that run on electricity or natural gas.”

...

“*Heavy Load Vehicle:* A self-propelled vehicle having a Manufacturer’s Recommended Gross Vehicle Weight Rating (GVWR) of greater than 10,000 pounds, such as tractor-trailers, buses, vans, and other similar vehicles. The term “truck” shall be construed to mean “Heavy Load Vehicle” unless specifically stated otherwise.”

...

“*Light Load Vehicle:* A self-propelled vehicle having no more than 2 axles such as a pick-up truck or van but excluding recreation vehicles and vehicles designed for commercial hauling or for the moving of home furnishings and similar articles.”

...

SECTION 5. That Appendix A, Section 10D-700, of the Comprehensive Zoning Ordinance of the City of The Colony, Texas, entitled "Temporary use definitions," is hereby amended, which shall read as follows:

"10D-700. Temporary use definitions.

Apron. The paved area between any store and its first row of parking or drive aisle located adjacent to the entrance. Also considered to be "under the eaves" regardless of whether actual eaves are present.

Canopy. Any temporary structure, enclosure or shelter constructed of fabric or other pliable material that may be partially supported by a building, wall or roof, and additionally by any manner except by air or by the contents it protects and is open without sidewalls or drops on 75 percent or more of the perimeter. In addition, any canopy structure that is 400 square feet or greater in size is defined as a tent for the purposes of the Fire Code.

City-based organization. Any group maintaining an organizational structure within the city.

Mobile food truck. An enclosed, commercially manufactured, motorized mobile unit in which ready to eat food is cooked, wrapped, packaged, processed or portioned for service, sale or distribution and designed for the transportation, storage and preparation of foods.

Not-for-profit organization. Any organization that is recognized by the Internal Revenue Service (IRS) as having a not-for-profit status.

Seasonal. Shall mean the typical time period generally understood to be appropriate for a certain type of goods and/or services. For example, Christmas tree sales season would typically be the six weeks prior to the Christmas holiday while the sale of firewood would typically be the six-month period when the weather falls to a temperature in which fireplaces might be put to use.

Special Event. An infrequent advertised and/or open to the public event outside of normal activities which is likely to attract visitors, and is an opportunity for leisure, social or cultural experiences by attendees. Such special events may include, but are not limited to, any public amusement or event that will take place on a public right-of-way, exhibitions, automobile shows, tournaments, running events, festivals, carnivals, air shows, group garage sales, outdoor shows/concerts, craft fairs, block parties, parades and religious events. Special events are further defined as temporary activities that are abnormal to the specific site when needs of traffic, parking, restrooms, noise level, crowds, zoning, etc., exceed the original design and intent of the site. This article does not apply to activities normally occurring on property appropriately zoned to allow the activity.

Temporary business. A business transacted or conducted in the city that is upon private property which has no definite arrangement for legal right of occupancy and is used for the purpose of conducting business for a limited period of time.

Tent. A temporary structure, enclosure or shelter constructed of fabric or other pliable material supported by any manner except by air or the contents it protects. A tent is typically open on the sides, but may have drop-down sides constructed of fabric or pliable material as well.”

SECTION 6. That Appendix A, Section 10D-2800(a), of the Comprehensive Zoning Ordinance of the City of The Colony, Texas, entitled “Special Events,” is hereby amended, which shall read as follows:

(a) Examples	<i>Special Event.</i> An infrequent advertised and/or open to the public event outside of normal activities which is likely to attract visitors, and is an opportunity for leisure, social or cultural experiences by attendees. Such special events may include, but are not limited to, any public amusement or event that will take place on a public right-of-way, exhibitions, automobile shows, tournaments, running events, festivals, carnivals, air shows, group garage sales, outdoor shows/concerts, craft fairs, block parties, parades and religious events. Special events are further defined as temporary activities that are abnormal to the specific site when needs of traffic, parking, restrooms, noise level, crowds, zoning, etc., exceed the original design and intent of the site. This article does not apply to activities normally occurring on property appropriately zoned to allow the activity.
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SECTION 7. 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 8. That all provisions of the ordinances of the City of The Colony, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 9. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of The Colony, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 10. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS _____ day of _____, 2016.

Joe McCourry, Mayor

ATTEST:

Tina Stewart, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

**MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 11, 2016**

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 11, 2016 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Cesar Molina Jr., Shannon Hebb, Brian Buffington, and Janece Pool.

Board Members Absent: Shawn Rockenbaugh

Staff Present: Gordon Scruggs, P.E. Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian Mcnulty, Engineering Technician, Ed Voss, City Attorney, Brant Shallenburger, Director of Government Relations and Molly Owczar, Director of Customer Services.

1.0	CALL REGULAR SESSION TO ORDER
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Chairman Hames called the meeting to order at 6:30 p.m.

1.1	CITIZEN INPUT
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No citizen came forward for input.

2.0	CONSENT AGENDA
2.1	Consider approval of the minutes of the September 13, 2016 Regular Session.
2.2	Consider moving November 8, 2016 Regular Session to Monday, November 7, 2016 due to election day.
2.3	Consider cancelling November 22, 2016 and December 27, 2016 Regular Sessions due to Holidays.

Chairman Hames read the Consent Agenda items into the record.

Commissioner Pool moved to approve Item 2.1, 2.2, and 2.3 Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	PUBLIC HEARING ITEMS
3.1	<i>SI14-0018 Automobile Rental land use and Special Events definition</i> Conduct a public hearing, discuss and consider making a recommendation to City Council on amendments to Appendix A Zoning Ordinance, Section 10-100, Schedule of Uses by District, by adding “Automobile Rental” land use, Section 10-300, Definitions and Explanations Applicable to the Use Schedule, Section 25, Definitions to add definitions for “Automobile Rental” land use and related terms, and Section 10D-700 Temporary Use Definitions and Section 10D-2800, Special Events to clarify the definition for Special Events.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Molina came in at 6:35 p.m.

Commissioner Hebb moved to approve Item 3.1 Commissioner Pool seconded the motion. Motion carried (6-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 6: 36 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 26, 2016

MEETING DATE: 11/1/2016

SUMMARY OF REQUEST: Discuss and consider approving a resolution for a budget amendment for Jacobs in the amount of \$38,000 for plan and specification revisions and project oversight of the Landscape and Irrigation phase of the FM 423 Widening Project with funding provided by the Community Development Corporation.

Background:

Plans for the FM 423 widening project were completed in 2009 and the landscape and irrigation design were completed at this time. Funding for the landscape and irrigation installation was not included in the roadway construction phase due to the TXDOT Green Ribbon Landscape Improvement Program which specifically funds the installation of landscape and irrigation.

Purpose:

Additional funding is required to revise the landscape and irrigation plans. Since the original plans have been completed, changes have occurred in plans and construction of the roadway that is not reflected in the original landscape and irrigation plans. TXDOT Specifications and TCEQ standards have changed since the original plans were completed will be integrated in to the revisions. The Green Ribbon program will not fund the revision for landscape and irrigation plans. There are no additional funds in the roadway construction phase to use for the revisions required for the landscape and irrigation phase.

A stipulation of the Green Ribbon program is that the funds need to be allocated within a year of when the project is completed. Completion of the roadway phase is projected for October 2017. TXDOT is in the initial planning stages for the 2018 Green Ribbon Landscape Improvement Program budget. Completing the revisions early in TXDOT's budget process for 2018 will be crucial in our application to get the project fully funded by TXDOT for this essential component of the FM 423 project.

Jacobs, the consultant for the FM 423 project has submitted a proposal to revise the landscape plans and provide project oversight during installation. Jacobs is currently under contract to the City and this would be an amendment to that contract.

Recommendations:

The CDC Board approved funding in the amount not to exceed thirty-eight thousand dollars (\$38,000) for Jacobs to revise the FM 423 Landscape and Irrigation plans and specifications and provide construction oversight.

Attachments:

Jacobs Additional Services Authorization

TXDOT Green Ribbon Landscape Improvement Program
Resolution



ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: FM 423 Streetscape Design
Landscaping and Irrigation
CLIENT: Pam Nelson
City of the Colony

PROJECT NUMBER: WUXU3400

ADDRESS: 5151 North Colony Blvd.
The Colony, Texas 75056

Client hereby requests and authorizes Jacobs Engineering Group Inc. (“Engineer”) to perform the following Additional Services under the contract executed between Jacobs Engineering Group Inc. and Client dated April 2, 2009 (the “Agreement”). The Agreement is incorporated herein and forms an integral part of this Additional Services Authorization. To the extent of any conflicts between the terms and conditions of this Additional Services Authorization and the Agreement, the Agreement shall control.

SERVICES AUTHORIZED: Client authorizes Engineer to perform the Services described in Exhibit 1, attached hereto and incorporated by reference herein.

COMPENSATION (Select One):

- Time and Materials as per Exhibit 1
- Firm Fixed Price of \$38,000.00 (thirty eight thousand dollars and zero cents)
- Other

SCHEDULE:

Upon Notice to proceed Jacobs will provide a schedule for completing the project. It is anticipated that it will take about 3-4 weeks to complete and then a review by TxDOT.

OTHER:

Accepted for **CLIENT**

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Jacobs shall provide updates to PS&E package to TxDOT for landscaping Items previously designed in the FM 423 widening project. Jacobs will update package of landscape plans and irrigation plans to be bid separately, based on alignment changes, sound wall location modifications, TxDOT specification number changes and new direction provided from TxDOT.

Scope of work:

Jacobs will provide the following elements as part of repackaging the landscaping and irrigation plans:

1. Notes specific to the landscape and irrigation project
2. Work with TxDOT Project manager and edit per his recommendations (as agreed upon by the City)
3. Revise and separate landscape irrigation quantities using 2014 spec book and numbers, including changes to plans due to items that shifted due to construction activities. Items documented by engineer will be included. Field changes not document in cadd will not be added to plans.
4. Revise and separate landscape quantities using 2014 spec book and numbers, including changes to plans due to items that shifted due to construction activities. Items documented by engineer will be included. Field changes not document in cadd will not be added to plans.
5. Provide cost estimates and quantity sheets
6. Quality control
7. Project management
8. Answer Questions During Bidding
9. Repsond to RFI and Submittals during construction (assumed up to 10)
10. Site Visits (4 site visits and one final punch list and one verification walk through)
11. tree tagging trips (up to two days)

Jacobs will attend two (2) meeting as a part of this construction document production phase.

Assumptions:

Jacobs will only provide revised plan sheets to adjust landscaping, irrigation plans and associated detail and quantity sheets.

Jacobs will not provide TxDOT standard sheets. Txdot will provide these sheets

Traffic control, SWPPP, erosion control sheets, standards, title sheets, sheet indexes, etc. are not a part of this scope of work.

Limitations to the work are as follows:

- If ENGINEER is called upon to observe the work of OWNER'S construction contractor(s) for the detection of defects or deficiencies in such work, ENGINEER will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. ENGINEER shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).
- ENGINEER shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. ENGINEER shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.

- If ENGINEER is called upon to review submittals from construction contractors, ENGINEER shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The ENGINEERS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the ENGINEERS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.

GREEN RIBBON LANDSCAPE IMPROVEMENT PROGRAM

During the past several sessions of the Texas Legislature, a rider has been added to the department's appropriation legislation which requires TxDOT to expand the concepts of the Houston District's Green Ribbon Project to other areas of the state and to allocate funding for landscaping and other enhancement activities to districts that have air quality non-attainment, near non-attainment and early-action compact counties.

The department is accomplishing the requirements of these riders by allocating funds for districts with non-attainment, near non-attainment and early-action compact counties to plant and establish trees and plants on the state highway system that help mitigate the effects of air pollution.

Landscape planting program. When a highway improvement contract is let in a non-attainment, near non-attainment or early-action compact county, an amount equal to not less than one-half of one percent and not to exceed one percent of the project cost shall be allocated for landscape improvements. Landscape improvements consist of planting trees and shrubs, soil preparation, and installing irrigation systems within the limits of the project that generated the allocation. Any funds allocated for projects where landscape improvements are not feasible shall be used for landscape improvements on other highway or highway segments within the district. Funds expended under this allocation should be used for one or more of the following purposes:

- develop landscape projects that encourage public/private partnerships that may include donations of services such as landscape planting, establishment, or maintenance;
- plant trees or other plants that are indigenous or adapted to the climate and when possible, that help mitigate the effects of air pollution;
- install irrigation systems or other maintenance systems associated with the planting of trees and other plants;
- perform plant establishment activities for one year following completion of the landscape planting phase of the project; and
- accomplish the landscape goals identified in city's or region's landscape aesthetics master plan document.

Eligibility: Districts with non-attainment, near non-attainment and early-action compact counties are eligible for participation in the landscape planting program.

Implementation: Funding allocations will be as determined in the Annual UTP under category 10. The districts with non-attainment and near non-attainment counties must include landscape improvements based on one-half of one percent (0.5%) of the total contract amount of highway improvements let to contract within the fiscal year.

Landscape improvement project scheduling will be based upon recommendations from each district. Although the intent of the program is to contract landscape improvement work within each qualifying project limits, it is anticipated that some locations will not be suitable for landscape improvement work. Each district will be required to recommend appropriate alternate locations. To meet the requirements of this program, the landscape improvement work can be accomplished by the following means:

- include landscape items with a highway project that generates the funding allocation;
- let a landscape improvement contract within the limits of a highway project that generates the funding allocation;
- let a landscape improvement contract within the limits of multiple highway projects that generate the funding allocations;
- let a landscape improvement contract for an alternate location or multiple locations; or
- let a landscape improvement contract for multiple locations of an appropriate combination of the above means. Funds may be reserved and accumulated until such time that adequate funds allow for letting a reasonable, cost effective project.

Design Standards: Landscape improvement work will be structured to provide appropriate planting installation, soil preparation, and irrigation activities at locations which are suitable and approved by the districts. Projects must meet design standards and each district must insure appropriate safety, construction, establishment, and maintenance considerations are applied.

This program calls for the use of indigenous or adapted trees and shrubs that are suitable for the climate in which they are to be planted. Soil preparation to improve the fertility, structure, and drainage of planting areas is permitted. Irrigation systems will be used that take into consideration the highest water conservation and efficiency possible on each project. Considerations should be given for at least 12 months of plant establishment and maintenance.

This program does not allow seeding, sodding, or other erosion control measures. Aesthetic treatments such as special finishes and decorative designs on structural surfaces or other hard landscape elements will not be funded under this program. These items may be included within each highway improvement contract as appropriate.

Program Administration: The Design Division will administer this program. District allocations are developed based upon projected letting schedules for each fiscal year of the program.

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING AN AGREEMENT FOR ADDITIONAL SERVICES BY AND BETWEEN THE COLONY COMMUNITY DEVELOPMENT CORPORATION AND JACOBS ENGINEERING GROUP, INC., IN THE AMOUNT OF \$38,000.00 FOR ADDITIONAL F.M. 423 LANDSCAPING-IRRIGATION SERVICES, AND PROJECT OVERSIGHT FOR LANDSCAPE INSTALLATION SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of The Colony, Texas, hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the City.

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

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

SECTION 2. The City Council of the City of The Colony, Texas, does hereby approve the Additional Services Authorization Agreement in the amount not to exceed **Thirty-Eight Thousand and No/100 Dollars (\$38,000.00)**, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

SECTION 3. The City Council of the City of The Colony, Texas, does hereby approve the expenditures by The Colony Community Development Corporation for said Additional Services Authorization Agreement, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

SECTION 4. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, or application thereto to 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 Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS THE 1st DAY OF NOVEMBER, 2016.

Joe McCourry, Mayor

ATTEST:

Tina Stewart, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

[Agreement]

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 26, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Discuss and consider approving a resolution authorizing the City Manager to execute the purchase of two Physio-Control LifePak 15s in the amount of \$64,922.08 (Fire, Thompson)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Quote
Resolution



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To Battallion Chief EMS Jason Bonds
 The Colony
 4691 N Colony Blvd
 THE COLONY, TX 75056
 9726242293
 jbonds@thecolonytx.gov

Quote Number 00054016
Revision # 1
Created Date 9/23/2016
Sales Consultant David B. Atkinson II
FOB Redmond, WA
Terms All quotes subject to credit approval and the
 following terms and conditions
NET Terms NET 30

Expiration Date 12/12/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000015	AC power cord	2.00	77.70	-8.94	68.76	137.53
11140-000052	LP15 REDI-CHARGE Adapter Tray	2.00	198.50	-22.83	175.67	351.35
11141-000115	REDI-CHARGE Base (power cord not included)	2.00	1,470.00	-169.05	1,300.95	2,601.90
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	2.00	637.00	-73.26	563.75	1,127.49
11171-000053	RED DBI-DC8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8ft, 1/box	2.00	711.00	-81.77	629.24	1,258.47
11171-000065	M-LNCS DB1, Soft Sensor	2.00	335.00	-38.53	296.48	592.95
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	54.60	-6.28	48.32	96.64
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	79.20	-9.11	70.09	140.18
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	2.00	309.20	-35.56	273.64	547.28
21300-008148	NIBP HOSE BAYONET-LP15,COILED	3.00	62.00	-7.13	54.87	164.61
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8.00	453.60	-52.16	401.44	3,211.49
21996-000086	3G Modem (Verizon, customer needs data plan)	1.00	1,164.00	-133.86	1,030.14	1,030.14
99428-000305	Data plan for 3G Modem (Verizon) - 1 year	1.00	209.00	0.00	209.00	209.00
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	34,960.00	-4,020.40	30,939.60	61,879.20
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	2.00	0.00	0.00	-3,000.00	-6,000.00

Subtotal	USD 67,348.23
Estimated Tax	USD 7,334.83
Estimated Shipping & Handling	USD 185.00

Grand Total	USD 74,868.06
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Pricing Summary Totals

List Price Total	USD 82,852.21
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -9,503.98
Trade In Discounts	USD -6,000.00
Tax + S&H	USD 7,519.83

GRAND TOTAL FOR THIS QUOTE
USD 74,868.06

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number DA/81073

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to: (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PHYSIO-CONTROL, INC. FOR THE PURCHASE OF TWO PHYSIO-CONTROL LIFEPAK 15S; 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 authorizes the City Manager to issue a purchase order in the amount of \$64,922.08 to PHYSIO-CONTROL, INC. for the purchase of two Physio-Control LifePak 15s for the fire department.

Section 2. That the City Manager or his designee authorized to issue said purchase orders.

Section 3. 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 1st day of **November, 2016.**

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 26, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: Discuss and consider approving a resolution authorizing the City Manager to execute the purchase of vehicles for the Police department in the amount of \$244,421.38 through the Tarrant County Cooperative Contract #2014-151 through Holiday Chevrolet (Police, Chandler)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Quote

Resolution

Purchase Order Number:
Project #: 014-VEH0141
 Date Issued

REQUISITION FOR PURCHASE ORDER

Vendor: Holiday Chevrolet - Defender Supply
 Address: 1003 Highway 82 West
Whitesboro, TX 76273
903-564-3594
903-564-6363 Fax

Date Prepared: 10/18/16
 Deliver To: 5151 N. Colony Blvd.
 Purpose: New Vehicles

Item #	Fund/Dept/ Account	Description	Qty:	Unit\$	Total	Vendor 1	Vendor 2	Vendor 3
1	895-675-6630	2016 Chevrolet Tahoe 2WD 9C1 Police Package Patrol Vehicle Black in Color and including all of the equipment and services as quoted by George Severe from Defender Supply Unit#s 843, 845, & 859	3	47,870.19	143,610.57			
2	895-675-6630	2017 Chevrolet Suburban 2WD SWAT Commander Vehicle Black in Color and including all of the equipment and services as quoted by George Severe from Defender Supply Unit# 819	1	53,411.31	53,411.31			
3	895-675-6630	2017 Ford Taurus SE FWD V6 Auto Transmission, Equipment Group 100A CID Vehicle Black in Color and including all of the equipment and services as quoted by George Severe from Defender Supply TARRANT COUNTY COOPERATIVE CONTRACT # 2014-151	2	23,699.75	47,399.50			
				Sub-Total:	244,421.38			
				Freight:	-			
				Total:	\$ 244,421.38			

I hereby certify that the above materials or supplies are necessary for this department, and that there are sufficient funds available for the purchase

Prepared By: [Signature]

Approved: [Signature]

Required Documentation at Time of Submission:

Quotes - Written or Reason for Lack Thereof
 Contract? - Information & Documentation
 Annual Renewal? - Bid No., Contract Information, Etc.
 City Council Approved? - Date of Approval
 Interlocal Agreement? - TASB BuyBoard/CPN/H-GAC/City/County, Etc.
 CISV? - Written Quotes, CISV Number



DEFENDER SUPPLY

Date	10/6/2016
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
The Colony TX PD Asst. Chief Chris Plemons 5151 N Colony Blvd The Colony, TX 75056

Customer Contact	Chris Plemons
Customer Phone	972-625-8273
Customer E-mail	cplemons@thecolo...
Estimate #	15902

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2016 Chevrolet Tahoe RWD 9C1 Police Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity & Front Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet Using The Tarrant County Cooperative Contract No. 2014-151 Unit #'s 843, 845 & 859 Vin # Customer PO # Payment to be made to Holiday Chevrolet on the Tarrant County Cooperative Contract No. 2014-151 Title Vehicles As: City of The Colony 5151 N Colony Blvd The Colony, TX 75056 2 Year Texas State Inspection Certificate	Vehicle Description	1	34,000.00	34,000.00
Troy 16" console for the 2015+ Tahoe 9C1: Includes Cup Holder, Arm Rest Mic Clip, Outlets & Mounting Plate.		1	378.56	378.56
Troy Face Plate Whelen CENCOM		1	0.00	0.00
Troy Blank Face Plate, 2"		1	0.00	0.00
Troy Faceplate for Motorola XTL-2500		1	0.00	0.00
Troy faceplate for an L3 Flashback system (3")		1	0.00	0.00
Troy Console, Side Mount Armrest		2	49.50	99.00
Troy Computer Stand (console mounted)		1	386.09	386.09
MAGTM 30/31 Docking Station, Internal Power Supply (Single RF)		1	799.00	799.00
3 Additional 12V DC Electrical Power Sockets Mounted on Right Side of Console		3	4.20	12.60
Compartment Light, Split Red/White Mounted In Driver / Passenger Cabin & Two on Rear Liftgate		3	55.44	166.32
Bayco NightStick Xtreme Lumens Metal Multi-Function Rechargeable Police Duty LED Dual-Light with Report Writing Light & Vehicle Charger Sleeve - Mounted on Side of Console		1	96.00	96.00
Make & Model of Customer Supplied Police Radio - Motorola APEX 6500 Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition? Hot all the time Is Customer Supplied Police Radio a One or Two Piece Unit - One What is the Frequency of Customer Supplied Police Radio - 800MHz				

Vehicle and Emergency Equipment Total

Quantity Ordered 3

Total Vehicle Order Cost \$143,610.57

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

Date	10/6/2016
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
The Colony TX PD Asst. Chief Chris Plemons 5151 N Colony Blvd The Colony, TX 75056

Customer Contact	Chris Plemons
Customer Phone	972-625-8273
Customer E-mail	cplemons@thecolo...
Estimate #	15902

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Make & Model of Customer Supplied Laptop - Panasonic CF31 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Single RF				
Two Way 800 MHZ Radio Antenna & Coax Cable		1	35.63	35.63
Whelen Legacy 54" Light Bar Package with Siren, Siren Speaker, Speaker Bracket & Strap Kits. Light Bar includes Take Downs, Alleys and R/W/B/W Front Configuration with Red/Amber/Blue/Amber Rear Configuration with Siren Mounted Behind the Grill.		1	2,808.53	2,808.53
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately) - (for Silverado 2500 and above please include part #)		1	255.20	255.20
Whelen Tahoe 9C1 Headlight / Taillight Flasher	Headlight / Taillight Flasher	1	67.39	67.39
Whelen Vertex LED Light - Red - Mounted in Front Turn Signals		1	89.00	89.00
Whelen Vertex LED Light - Blue - Mounted in Front Turn Signals		1	89.00	89.00
Push bumper for the 2015+ Tahoe with vertical padding		1	234.91	234.91
2 Whelen M4 Lightheads (1 Red, 1 Blue) Mounted on Front Brush Guard w/Brackets		1	262.84	262.84
IONJ LED W/SWIVEL MOUNT - Sides of Push Bumper		2	123.84	247.68
Whelen ION LED IONK1B with Swivel Bracket in Black - Sides of Push Bumper		2	20.41	40.82
Whelen Dual Avenger LED Red/Blue Mounted in Rear Side Glass		2	174.50	349.00
Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue Mounted in Rear Window		1	464.94	464.94
Micro On/Off Switch on Rear Light Stick or Make Rear Light Stick Turn Off When Rear Hatch is Opened.		1	0.01	0.01
Whelen ION red (1) and ION blue (1) mounted on rear license plate bracket		1	200.41	200.41
Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts - Mounted on Bottom of Liftgate		2	90.00	180.00
Whelen ION LED IONK1B with Swivel Bracket in Black - Mounted on Bottom of Liftgate		2	20.41	40.82
Recessed Prisoner Partition w/Center Slider - Includes Recessed Panel & Lower Kick Panels for 2015+ Tahoes		1	559.44	559.44

Vehicle and Emergency Equipment Total

Quantity Ordered 3

Total Vehicle Order Cost \$143,610.57

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

Date	10/6/2016
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
The Colony TX PD Asst. Chief Chris Plemons 5151 N Colony Blvd The Colony, TX 75056

Customer Contact	Chris Plemons
Customer Phone	972-625-8273
Customer E-mail	cplemons@thecolo...
Estimate #	15902

2016 Chevrolet Tahoe 2WD 9C1
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Dual T-Rail Weapon Lock with Timer & Handcuff Adjustable Locks		1	295.00	295.00
Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount Kit (2015+ Tahoe)		1	765.00	765.00
Window Tint for Two Front Windows		1	80.00	80.00
Poly window barriers for a 2015+ Tahoe (for O.E.M. door panels only)		1	160.00	160.00
Go Industries storage system - 43"(W) X 32"(D) X 12"(H)		1	800.00	800.00
The Colony Texas Graphics Supplied by Grafix Shoppe & Installed by Mike Glass - Units # 843, 845 & 859 - White Unit numbers go on Right & Left Fenders and on Liftgates. Also, reflective stripe on the liftgate needs to be changed from yellow to the blue that matches the vehicle lettering.		1	590.00	590.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	350.00	350.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	100.00	100.00
Installation of Above Emergency Equipment and Customer Supplied L-3 Video Camera System, Kustom Signal Raptor RP-1, Police Radio, Radio Speaker, Radio Mic & Radio Wiring Harness.		36	75.00	2,700.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total \$47,870.19

Quantity Ordered 3

Total Vehicle Order Cost \$143,610.57

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____



DEFENDER SUPPLY

Date	10/5/2016
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
The Colony TX PD Asst. Chief Chris Plemons 5151 N Colony Blvd The Colony, TX 75056

#819

Customer Contact	Chris Plemons
Customer Phone	972-625-8273
Customer E-mail	cplemons@thecolo...
Estimate #	15873

2017 Chevrolet Suburban 2WD
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2017 Chevrolet Suburban 2WD with 5.3L Ecotec3 Engine, 6-Speed Automatic Transmission, 3.42 Rear Axle Ratio, Cloth Seats, Trailing Package, Auxiliary Battery, Recovery Hooks, Front License Plate Bracket, All Weather Floor Mats, Remote Start, Power Adjustable Pedals & Full Size Spare Tire (Purchased thru Holiday Chevrolet). Vin # Payment to be made to Holiday Chevrolet. Customer PO # Title Vehicles as: City of The Colony 6800 Main Street The Colony, TX 75056 2 Year Texas State Inspection Certificate Whelen Hand Held Siren/Light Controller Whelen 100 Watt Speaker Whelen Behind the Grill Speaker Bracket - Expedition Compartment Light, Split Red/White - Mounted over the Center Console Whelen Solid State Headlight Flasher Whelen Universal Solid State Tail Light Flasher Chevy Suburban and Chevy Tahoe, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-LED Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units, with Two LED Flashing/Take-Downs Whelen Ion with Black Housing - RED - Mounted in Front Grill Whelen Ion with Black Housing - BLUE - Mounted in Front Grill Whelen Vertex Hide-Away LED, White - Mounted in Headlamps Whelen Dual Avenger LED Red/Blue - Mounted in Rear Side Glass Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue - with On/Off Override Kill Switch to Turn Off Light Stick when Rear Liftgate is Opened.	Vehicle Description	1	41,273.49	41,273.49
		1	7.00	7.00
		1	392.04	392.04
		1	118.80	118.80
		1	25.56	25.56
		1	53.14	53.14
		1	50.54	50.54
		1	63.50	63.50
		1	671.33	671.33
		2	90.00	180.00
		2	90.00	180.00
		2	67.20	134.40
		2	176.965	353.93
		1	474.33	474.33

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost **\$53,411.31**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

Date	10/5/2016
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
The Colony TX PD Asst. Chief Chris Plemons 5151 N Colony Blvd The Colony, TX 75056

Customer Contact	Chris Plemons
Customer Phone	972-625-8273
Customer E-mail	cplemons@thecolo...
Estimate #	15873

2017 Chevrolet Suburban 2WD
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Setina Free-Standing Dual Weapon Lock with Two Universal Locks and Handcuff Key Override - Truck/SUV		1	426.98	426.98
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	53.135	106.27
Troy Products model # CP-FS3D-WB1 Mobile Command Post, Custom for Large SUV		1	6,360.00	6,360.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	400.00	400.00
Misc. Shop Supplies		1	40.00	40.00
Shipping of Above Emergency Parts for Upfit		1	60.00	60.00
Installation of Above Emergency Equipment and Customer Supplied Dual Head Police Radio, Police Radio Speaker and Radio Wiring Harness		24	85.00	2,040.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total **\$53,411.31**

Quantity Ordered 1

Total Vehicle Order Cost **\$53,411.31**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY

Date	10/18/2016
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
The Colony TX PD Asst. Chief Chris Plemons 5151 N Colony Blvd The Colony, TX 75056

Customer Contact	Chris Plemons
Customer Phone	972-625-8273
Customer E-mail	cplemons@thecolo...
Estimate #	16036

2017 Ford Taurus SE FWD
Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2017 Ford Taurus SE FWD with 3.5L V6 Engine, 6-Speed Auto Trans Mission, Equipment Group 100A , Dune Colored Cloth Seats, Front License Plate Bracket & All Season Mats (Purchased thru Holiday Ford).	Vehicle Description	1	23,210.25	23,210.25
Vin #				
Customer PO #				
Title Vehicles As: City of The Colony 5151 N Colony Blvd The Colony, TX 75056				
2 Year Texas State Inspection Certificate		1	7.00	7.00
Window Tint - All Windows - 4 Door Sedan		1	225.00	225.00
Installation of Customer Supplied Portable Police Radio Chargers		1.5	85.00	127.50
Dealer Prep		1	130.00	130.00
Customer to Pick Up Vehicle				
QE800 Active DBA Colony Police Dept 5151 N Colony Blvd, The Colony TX 75056				
TX 21-TAURUS P2D-TAURUS FWD SE 36007008/11/201616539H Local N/A				

Vehicle and Emergency Equipment Total \$23,699.75

Quantity Ordered 1

Total Vehicle Order Cost \$23,699.75

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

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

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HOLIDAY CHEVROLET FOR THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT; 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 authorizes the city manager to issue a purchase order in the amount of \$244,421.38 to Holiday Chevrolet for a the purchase of vehicles for the Police department.

Section 2. That the City Manager or his designee authorized to issue said purchase orders.

Section 3. 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 1st day of November, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

**SUMMARY OF
REQUEST:**

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 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.

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 – Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: October 25, 2016

MEETING DATE: 11/01/2016

SUMMARY OF REQUEST: A. 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.

B. Any action as a result of executive session regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.
