



**CITY OF THE COLONY  
CITY COUNCIL AGENDA  
WEDNESDAY, OCTOBER 7, 2026  
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 **WEDNESDAY, OCTOBER 7, 2026** at **CITY HALL, 6053 MAIN STREET**, at which time the following items will be addressed:

**1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS and PROCLAMATIONS**

- 1.1 Call to Order
- 1.2 Invocation
- 1.3 Pledge of Allegiance to the United States Flag
- 1.4 Salute to the Texas Flag
- 1.5 Proclamation recognizing National Chiropractic Health Month. (Mayor)
- 1.6 Proclamation recognizing National Community Planning Month. (Mayor)
- 1.7 Items of Community Interest
- 1.8 Receive presentation from Parks and Recreation regarding upcoming events and activities. (Marsh)

**2.0 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.*

**3.0 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.*

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

**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 meeting minutes from September 15, 2026. (Stewart)

- 4.2 Consider approving a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for election services with Denton County Elections for the November 3, 2026 General Election. (Council)
- 4.3 Consider approving a resolution authorizing the City Manager to award a purchase to Facility Solutions Group for the purchase and installation of solar street lights on Memorial Drive between Standridge Drive and FM 423 in the amount of \$289,465.00 utilizing Buy Board contract number 711-23. (Hartline)
- 4.4 Consider approving a resolution authorizing the City Manager to renew an enterprise GIS license agreement with ESRI for 3 years in the amount of \$42,200.00 per year for a total of \$126,600.00. (Cuellar)
- 4.5 Consider approving a resolution authorizing the City Manager to award a contract to All City Management for school crossing guard services for the 2026-2027 school year in the amount of \$153,430.20. (Foxall)
- 4.6 Consider approving a resolution authorizing the City Manager to award a purchase to Defender Supply to purchase and upfit four marked police patrol vehicles in the amount not to exceed \$349,436.00 utilizing the Sheriff's Association of Texas Cooperative Contract #871465 for the vehicles and the Tarrant County Cooperative Contract #F2024-117. (Foxall)
- 4.7 Consider approving an ordinance budget amendment to increase the fiscal year 2027 budget of the Hotel/Motel Tax Fund. (Miller)
- 4.8 Consider approving a resolution authorizing the City Manager to execute an Energy and Construction Services Contract with Schneider Electric Buildings of America, Inc., in the amount of \$3,185,605.00. (Miller)
- 4.9 Consider approving a resolution authorizing the City Manager to award a purchase to Motorola Solutions to purchase twenty-two(22) in-car radios in the amount not to exceed \$172,052.87 using Texas DIR Contract #39000 - DIR-CPO-5433. (Foxall)
- 4.10 Consider approving a resolution authorizing the City Manager to award a purchase to Axon Enterprise Inc. for year four of a five year contract for in-car video camera systems in the amount of \$129,164.34 using Buyboard contract #743-24. (Foxall)
- 4.11 Consider approving a resolution authorizing the City Manager to award a purchase to Axon Enterprise Inc. for year four of a five year contract for Body Worn Cameras in the amount of \$160,693.36 using Buyboard contract #743-24. (Foxall)
- 4.12 Consider a waiver to Section 24-101 (h) of the Code of Ordinances regarding a one year waiting period for denied zoning requests. (Williams)

## **5.0 REGULAR AGENDA ITEMS**

- 5.1 Discuss and consider approving a resolution declaring an expectation to reimburse capital expenditures with proceeds of future debt. (Bredehoeft)

- 5.2 Discuss and consider approving a resolution authorizing the City Manager to enter into a two-year Interlocal Cooperation Agreement with the North Texas Tollway Authority (NTTA) to provide law enforcement and peace officer services to NTTA owned property for not more than \$672,068.00. (Foxall)

## **6.0 EXECUTIVE SESSION**

- 6.1 Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.
- 6.2 Council shall convene into a closed executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to seek legal advice from the city attorney and deliberate regarding and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s) - Palace Parkway, LLC.
- 6.3 Council shall convene into a closed executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s).

## **7.0 EXECUTIVE SESSION ACTION**

- 7.1 Any action as a result of executive session regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.
- 7.2 Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s) - Palace Parkway, LLC.
- 7.3 Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s).

## **EXECUTIVE SESSION NOTICE**

*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**

*If you wish to address the City Council in person, you can do so by attending the meeting at City Hall. If you wish to have comments added to the council minutes about issues on the Agenda, you may submit those comments to the City Secretary Office via email or on the city website. 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 p.m. on the 1st day of October 2026.*

*Tina Stewart*

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*Tina Stewart, TRMC, CMC, City Secretary*





## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Proclamation

Agenda Section: routine announcements, recognitions and proclamations

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### **Suggested Action:**

Proclamation recognizing National Chiropractic Health Month. (Mayor)

### **Background:**

### **Attachments:**

[Proclamation - Chiropractic Health Month.docx](#)

## MAYORAL PROCLAMATION

**WHEREAS**, the musculoskeletal system is made up of more than 300 joints that enable our bodies to move and engage in physical activity as well as activities of daily living; and

**WHEREAS**, physical activity is considered one of the most powerful contributors to health and longevity, enhancing both cardiovascular and metabolic health; and

**WHEREAS**, joint and musculoskeletal health are essential components of health aging, enabling people to move, work and live independently longer; and

**WHEREAS**, doctors of chiropractic are experts in musculoskeletal health and provide an evidence-based, nondrug approach to enhancing joint health that goes beyond symptoms and addresses joint dysfunction and pain at the source; and

**WHEREAS**, chiropractors provide safe and effective care to millions of patients each year for back pain, neck pain, joint pain, tension headaches, and other common musculoskeletal conditions, along with advice on nutrition, injury prevention, ergonomics, and lifestyle modifications that support optima health and wellness; and

**WHEREAS**, a growing body of research now demonstrates that receiving chiropractic care first for common musculoskeletal conditions may reduce or eliminate the need for riskier and more invasive interventions, and leading healthcare organizations such as the Centers for Disease Control and Prevention, the American College of Physicians, and the World Health Organization also recommend nondrug approaches as first-line treatment for many musculoskeletal conditions;

**NOW, THEREFORE, I Richard Boyer, Mayor of City of The Colony, Texas**, officially joins with the Texas Chiropractic Association and American Chiropractic Association in acknowledging the value of chiropractic's nondrug approach to joint health by proclaiming the month of October 2026 as Chiropractic Health Month.

SIGNED AND SEALED this 7<sup>th</sup> day of October 2026.

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**Richard Boyer, Mayor**  
**City of The Colony, Texas**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Recognition

Agenda Section: routine announcements, recognitions and proclamations

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### **Suggested Action:**

Proclamation recognizing National Community Planning Month. (Mayor)

### **Background:**

### **Attachments:**

[Proclamation - Community Planning 2026.docx](#)

## MAYORAL PROCLAMATION

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

**WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to the decision-making process in which goals and objectives are established, existing resources and conditions analyzed, strategies developed and controls enacted to achieve the goals and objectives of the City; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of The Colony and

**WHEREAS**, we recognize the many valuable contributions made by professional community and regional planners of The Colony and extend our heartfelt thanks for the continued commitment to public service by these professionals;

**NOW, THEREFORE, I, Richard Boyer, Mayor of the City of The Colony, Texas**, hereby proclaim the month of October 2026 is hereby designated as Community Planning Month in the City of The Colony in conjunction with the celebration of National Community Planning Month.

SIGNED AND SEALED this 7<sup>th</sup> day of October 2026.

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**Richard Boyer, Mayor**  
**City of The Colony, Texas**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Announcement

Agenda Section: routine announcements, recognitions and proclamations

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### **Suggested Action:**

Items of Community Interest

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Parks & Recreation

Item Type: Announcement

Agenda Section: routine announcements, recognitions and proclamations

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### **Suggested Action:**

Receive presentation from Parks and Recreation regarding upcoming events and activities. (Marsh)

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: work session

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### **Suggested Action:**

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

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Minutes

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving City Council Regular Session meeting minutes from September 15, 2026. (Stewart)

### **Background:**

### **Attachments:**

[September 15, 2026 DRAFT Meeting Minutes.docx](#)



**MINUTES OF CITY COUNCIL REGULAR SESSION  
HELD ON  
SEPTEMBER 15, 2026**

**The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:31 p.m. on the 15<sup>th</sup> day of September 2026, at City Hall, 6053 Main Street, The Colony, Texas, with the following roll call:**

|                                   |         |
|-----------------------------------|---------|
| Richard Boyer, Mayor              | Present |
| Judy Ensweiler, Councilmember     | Present |
| Robyn Holtz, Deputy Mayor Pro Tem | Present |
| Brian R. Wade, Councilmember      | Present |
| Dan Rainey, Councilmember         | Present |
| Perry Schrag, Councilmember       | Present |
| Joel Marks, Mayor Pro Tem         | Present |

And with 7 council members present a quorum was established and the following items were addressed:

**1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS and PROCLAMATIONS**

**1.1 Call to Order**

*Mayor Richard Boyer called the meeting to order at 6:31 p.m.*

**1.2 Invocation**

*Pastor James Jenkins with Friendship Baptist Church delivered the invocation.*

**1.3 Pledge of Allegiance to the United States Flag**

*The Pledge of Allegiance to the United States Flag was recited.*

**1.4 Salute to the Texas Flag**

*The Salute to the Texas Flag was recited.*

**1.5 Items of Community Interest**

*1.) Councilmember Judy Ensweiler announced the monthly food drive on the third Saturday at Friendship Baptist Church.*

*2.) Mayor Pro Tem Joel Marks announced early voting for the November 3rd General Election.*

*3.) City Manager Troy Powell acknowledged the property tax and sales advertisement by the state governor.*

*4.) Mayor Richard Boyer acknowledged the 911 Memorial Event and thanked all First Responders.*

<sup>1</sup> 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.

- 1.6 Receive presentation from the Library regarding upcoming events and activities.  
*Library Director Megan Charters provided upcoming events and activities to the council.*

**2.0 CITIZEN INPUT**

1.) Mike Korus and Ray Reynolds, 5601 Bedford Lane, spoke concerning The American Legion First Responders BBQ event occurring September 26th at the General Administration Building starting at 11 am.

2.) Krista Kelley spoke concerning animal cruelty.

**3.0 WORK SESSION**

- 3.1 Council to provide direction to staff regarding future agenda items.  
*None*

**4.0 CONSENT AGENDA**

***Motion to approve all items from the Consent Agenda with the exception of Item No. 4.2- Judy Ensweiler, Councilmember; second by Joel Marks, Mayor Pro Tem, motion carried with all ayes.***

- 4.1 Consider approving City Council Regular Session meeting minutes from September 1, 2026.

**\*\*\*Item No. 4.2 was pulled from the consent agenda for separate discussion.\*\*\***

- 4.2 Consider approving an ordinance budget amendment to increase the fiscal year 2026 budget of the Fleet Division of the Public Works Department in the General Fund.

***Motion to approve - Judy Ensweiler, Councilmember; second by Brian R. Wade, Councilmember, motion carried with all ayes.***

***ORDINANCE NO. 2026-2660***

- 4.3 Consider approving a resolution authorizing the Mayor to execute a legislative consulting agreement with Desk 138, LLC in the amount of \$72,000.00.

***RESOLUTION NO. 2026-062***

- 4.4 Consider approving a resolution authorizing the City Manager to execute a contract for services with Tod-Co Consultative Services to provide assistance in the development of a Hotel/Convention Center in the amount of \$60,000.00.

***RESOLUTION NO. 2026-063***

- 4.5 Consider approving a resolution authorizing the City Manager to execute a Municipal Building #5 Lease Agreement with Lakeside Community Theater for the Fiscal Year 2026-27.

**RESOLUTION NO. 2026-064**

- 4.6 Consider approving a resolution authorizing the City Manager to execute a Government Center Lease Agreement with American Legion Holley-Riddle Post 21 for the Fiscal Year 2026-27.

**RESOLUTION NO. 2026-065**

- 4.7 Consider approving a resolution authorizing the City Manager to execute a Lease Agreement with The Colony Chamber of Commerce for a space in the Library Building for the Fiscal Year 2026-27.

**RESOLUTION NO. 2026-066**

**5.0 REGULAR AGENDA ITEMS**

- 5.1 Discuss and consider all matters incident and related to 'The Colony Community Development Corporation Sales Tax Revenue Bonds, Series 2026,' including the approval of the issuance of such Bonds by The Colony Community Development Corporation and the approval of the bond resolution to be adopted by the Corporation in connection therewith.

*Finance Director Ryan Bredehoeft provided an overview introducing Jason Hughes to council.*

*Jason Hughes provided a presentation on the proposed resolution.*

*Council provided discussion on the item.*

***Motion to approve - Judy Ensweiler, Councilmember; second by Joel Marks, Mayor Pro Tem, motion carried with all ayes with Robyn Holtz, Deputy Mayor Pro Tem abstaining.***

**RESOLUTION NO. 2026-067**

- 5.2 Conduct a public hearing, discuss and consider approving an ordinance regarding amendments to Planned Development 14 (Lone Star Car Wash), amending Section 3.2.a to include Auto parts and accessory sales (inside only) on Lot 1R2R (PT), Block 1 Spotless Addition by Specific Use Permit. The subject site contains approximately 0.44 acres and is located approximately 460 feet south of the southwest intersection of Main Street and Ridgepointe Drive within Planned Development 14 and the Gateway Overlay District. *Planning Director Isaac Williams presented the proposed ordinance to council.*

*Council provided discussion on the item.*

*The public hearing was opened at 7:18 p.m. There being no speakers the public hearing was closed at 7:18 p.m.*

**Motion to approve - Dan Rainey, Councilmember; second by Perry Schrag, Councilmember, motion carried with all ayes.**

**ORDINANCE NO. 2026-2661**

- 5.3 Discuss and consider approving an ordinance regarding the Site Plan application of "Amarco HQ," a 17,679 sq ft office building. The subject site contains approximately 1.371 acres (59,736 sq ft) and is located at Lot 1, Block A, Amarco Addition within the Business Park (BP) Zoning District and the Gateway Overlay District.  
*Planning Director Isaac Williams presented the proposed ordinance to council.*

*Council provided discussion on the item.*

**Motion to approve - Perry Schrag, Councilmember; second by Brian R. Wade, Councilmember, motion carried with all ayes.**

**ORDINANCE NO. 2026-2662**

- 5.4 Conduct a public hearing, discuss and consider approving an ordinance levying of the Public Improvement District Annual Assessment on properties located within the City of The Colony Public Improvement District No. 1 for the Fiscal Year 2026-27.  
*Executive Business Liaison Jeremie Maurina presented the proposed ordinance to council.*

*Council provided discussion on the item.*

*The public hearing was opened at 7:32 p.m. There being no speakers the public hearing was closed at 7:32 p.m.*

**Motion to approve - Dan Rainey, Councilmember; second by Perry Schrag, Councilmember, motion carried with all ayes.**

**ORDINANCE NO. 2026-2663**

- 5.5 Discuss and consider approving an ordinance amending the Code of Ordinances Chapter 18 by adding a new article VII Sections 18-130 to 18-133 entitled "Automobile Fatality Memorial Marker" by establishing regulations for the placement of automobile fatality memorial markers on city streets within the City of The Colony.  
*Deputy City Manager Joe Perez presented the proposed ordinance to council.*

*Council provided discussion on the item.*

**Motion to approve - Judy Ensweiler, Councilmember; second by Brian R. Wade, Councilmember, motion carried with all ayes with Perry Schrag, Councilmember voting no.**

**ORDINANCE NO. 2026-2664**

*Executive Session was convened at 7:45 p.m.*

**6.0 EXECUTIVE SESSION**

- 6.1 Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.
- 6.2 Council shall convene into a closed executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s).

*Regular Session was reconvened at 8:22 p.m.*

**7.0 EXECUTIVE SESSION ACTION**

- 7.1 Any action as a result of executive session regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.  
*No Action*
- 7.2 Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s).  
*No Action*

**ADJOURNMENT**

*With there being no further business to discuss, the meeting adjourned at 8:25 p.m.*

APPROVED:

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Richard Boyer, Mayor  
City of The Colony, Texas

ATTEST:

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Tina Stewart, TRMC, CMC, City Secretary

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for election services with Denton County Elections for the November 3, 2026 General Election. (Council)

### **Background:**

### **Attachments:**

[Denton County Joint Election DRAFT Agreement.docx](#)

[Res. 2026-xxx Notice of Denton County Joint Election Agreement DRAFT.doc](#)

## **THE STATE OF TEXAS COUNTY OF DENTON**

### **JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint November 3, 2026 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

#### ***RECITALS***

Each participating authority listed above plans to hold a General or Special Election on November 3, 2026.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

#### **I. ADMINISTRATION**

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

## **II. LEGAL DOCUMENTS**

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling



place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$20.73/hour), Alternate Judge (\$19.35/ hour), Clerk (\$17.97/hour)

Election Day – Presiding Judge (\$20.73/hour), Alternate Judge (\$19.35/ hour), Clerk (\$17.97/hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff are required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (October 1, 2026) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

## **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the November 3, 2026 election will be as follows:

Monday, October 19 through Friday, October 23; 8am – 5pm  
Saturday, October 24; 7am – 7pm  
Sunday, October 25; 11am-5pm  
Monday, October 26 through Friday, October 30; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
PO Box 1720  
Denton, TX 76202  
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (i.e. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
701 Kimberly Drive, Suite A100  
Denton, TX 76208  
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

## **VII. EARLY VOTING BALLOT BOARD**

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator  
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge  
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Elections Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Elections Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election hand recount audit required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

## **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY**

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

## **X. RUNOFF ELECTIONS**

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agrees to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee for election expenses in accordance with the programming fee schedule.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

| Programming Fees |            |
|------------------|------------|
| Number of Races  | DCEA fee   |
| 1-5              | \$750.00   |
| 6-10             | \$1,265.00 |
| 11-20            | \$1,650.00 |
| 21-40            | \$2,090.00 |
| 41-75            | \$2,640.00 |
| 76-100           | \$3,135.00 |

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

### **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

### **XIV. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

### **XV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.



3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments to this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

**Elections Staffing Hourly Rate (includes all benefit pay):**

|                                  |                     |
|----------------------------------|---------------------|
| Absentee Voting Coordinator      | \$38.542            |
| Voter Registration Clerk         | \$35.140 - \$38.991 |
| Technology Resources Coordinator | \$52.767            |
| Elections Technician             | \$34.006 - \$36.033 |
| Voter Registration Coordinator   | \$43.568            |
| Training Coordinator             | \$52.523            |
| Election Coordinator             | \$36.886            |

**XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the November 3, 2026 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

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CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2026 - \_\_\_\_\_

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BY AND BETWEEN THE CITY OF THE COLONY AND DENTON COUNTY ELECTIONS FOR THE NOVEMBER 3, 2026 GENERAL ELECTION; ATTACHING THE APPROVED FORM OF CONTRACT AS EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE

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

**Section 1.** That the City Council of the City of The Colony, Texas hereby approves the **JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES** by and between the CITY OF THE COLONY and DENTON COUNTY ELECTIONS for the NOVEMBER 3, 2026 GENERAL ELECTION.

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

**Section 3.** That the Mayor is authorized to execute the Agreement on behalf of the City.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 7<sup>TH</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Engineering

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to award a purchase to Facility Solutions Group for the purchase and installation of solar street lights on Memorial Drive between Standridge Drive and FM 423 in the amount of \$289,465.00 utilizing Buy Board contract number 711-23. (Hartline)

### **Background:**

Background: The 90% design plans for the first phase of the Memorial Dr. Widening Project (between Standridge to 200 feet east of Paige Road) have been completed and are currently being reviewed by the Engineering Department. This project will widen the roadway into the center median and increase the roadway from four to six lanes. Prior to finalizing the plans and bidding the project; Engineering plans to move and/or replace the streetlights along the entire project corridor before construction of the roadway begins. This will allow the roadway to be fully illuminated at night for the entire duration of construction activities. East of FM 423 - Oncor owns/operates/maintains the median lights east of Main Street. Four of those lights need to be relocated and coordination is currently underway with Oncor to relocate those lights at no cost to the city. This work should be completed by December 2026. West of FM 423 - CoServ owns/operates/maintains 11 lights within the center median between Standridge Drive and FM 423. CoServ has stricter design criteria as compared to Oncor and the pavement widening project causes conflicts with 7 of the 11 poles. Due to the narrower median width after the roadway is widened, they won't allow the lights to be relocated to the thinner medians. In addition, these light poles and fixtures are also very old, need to be retrofitted for LED, will not provide adequate lighting for the six-lane section and some would likely need full replacement or painting. CoServ has suggested that they would need to relocate the median lights outside of the pavement along the curbs on both sides of the roadway. This will require many more lights, pull boxes, conduit runs and pole bases to be installed. Coserv estimated that they would need to install 20 Cobra Head LED lights mounted on a bronze 30' steel poles with 6' arms , 20 light bases, install 2" pvc with wiring, and include labor for trenching and bores. They estimated the cost for this work would be \$243,000 plus \$ 149,000.00 for the removal of the 11 existing lights, bases and wire, with a ballpark total cost of \$392,000. These Cobra Head pole and fixtures will not match the Oncor fixtures on the other side of FM 423, and the power cost per pole is approximately \$15.00/month/pole. To avoid putting the lights on the outside of the roadway and to look at other available technologies to light this section of roadway, FSG was asked to provide a proposal to provide solar streetlights for this corridor using their Buy Board contract number 711-23. Their proposal includes installing Dual Cobra Head Solar LED lights in the remaining median of the roadway. We have had success with solar lights at many of our facility projects and trails and have also installed a couple of street lights in residential neighborhoods. (see photos of current city installations). The City of Rowlett has also recently completed a similar lighting design on two of their large thoroughfares (see attached photos) and many cities in the area are beginning to incorporate solar lighting for their streets . Facility

Solutions Group (FSG), performed a lighting study for this roadway section and recommended 2 Single Cobra Head Poles and 19 Dual Cobra Head Poles that are 30 feet high to provide the required light coverage. They prepared a detailed Quote (see attached) that include labor, traffic control, base installation, provide all new poles, pole assembly and incidentals to install a complete solar lighting system for this section of the roadway. The total cost for this system will be \$289,465.00. The advantages of this system is that these lights are easy to maintain, full LED, batteries are hidden in the pole, the poles are lighter and can be lifted with smaller lift equipment and they will be installed on breakaway mounts. The cost of replacement poles are approximately \$5,000.00 less than the standard decorative pole and there are no electricity charges to be paid for these lights in the future. There is also an estimated a \$ 315.00 savings on electricity each month. The system is currently maintenance free (under warranty “ labor and materials) for 1 year and full warranty on the materials for 5 years. The lights have a modern clean appearance and if one pole gets hit or has a problem, it doesn’t affect an entire string of lights. System Maintenance - The city will have to maintain these lights in the future. However, because of the simplicity of the system and the lighter poles utilized for solar, our Traffic Signal Maintenance Crew can handle these repairs. They can be serviced using our existing bucket truck which can reach the 30 feet height. Because it is a simple system, replacement would only include pole, arms, light, solar panel or the electrical control pack, as needed. Using our own maintenance crew will allow repairs or replacements to be completed quickly and will not have to wait on other companies schedules to complete projects. This project was approved as part of the 2024/2025 CIP budget. Half of this project cost will be reimbursed by Denton County.

**Attachments:**

[Financial Summary Solar Street Lights on Memorial Dr. between Standridge Dr. and FM 423.pdf IlluminationStudy.pdf](#)

[Photos of Similar Solar Street Light Project in Rowlett and Existing Colony Solar Lights.pdf](#)

[FSG Quote 091526 - City of The Colony Memorial Drive Solar Lights.pdf](#)

[Res. 2026-xxx - Memorial Drive Solar Street Lights - Facility Solutions Group.docx](#)

# FINANCIAL SUMMARY:

PROJECT: Solar Street Lights on Memorial Dr. between Standridge Dr. and FM 423

Are budgeted funds available:        ☒ Yes        ☐ No

Source of Funds: the 2024/2025 General Fund Special Capital Projects  
897-69-6670-25010                      Available Balance: \$2,330,432.00

Total estimated project cost:

\$ 664,568.00 Engineering    Quiddity Engineering LLC    Already authorized    ☒ Yes    ☐ No

\$ 289,465.00 Construction    FSG Quote                      Already authorized    ☐ Yes    ☐ No

\$ 954,033.00    Project Total

**NOTE: Half of these costs will be reimbursed by Denton County.**



| Luminaire Schedule                                                                |     |       |             |             |       |                                              | Filename                         |
|-----------------------------------------------------------------------------------|-----|-------|-------------|-------------|-------|----------------------------------------------|----------------------------------|
| Symbol                                                                            | Qty | Label | Arrangement | Lum. Lumens | LLF   | Description                                  |                                  |
|  | 19  | T2A   | Back-Back   | 10590       | 0.900 | 2@180-GFS-Aspire-75W-4000K-Type II - 6FT ARM | GFS-Aspire-75W-4000K-Type II.ies |
|  | 2   | T2B   | Single      | 10590       | 0.900 | GFS-Aspire-75W-4000K-Type II - 6FT ARM       | GFS-Aspire-75W-4000K-Type II.ies |

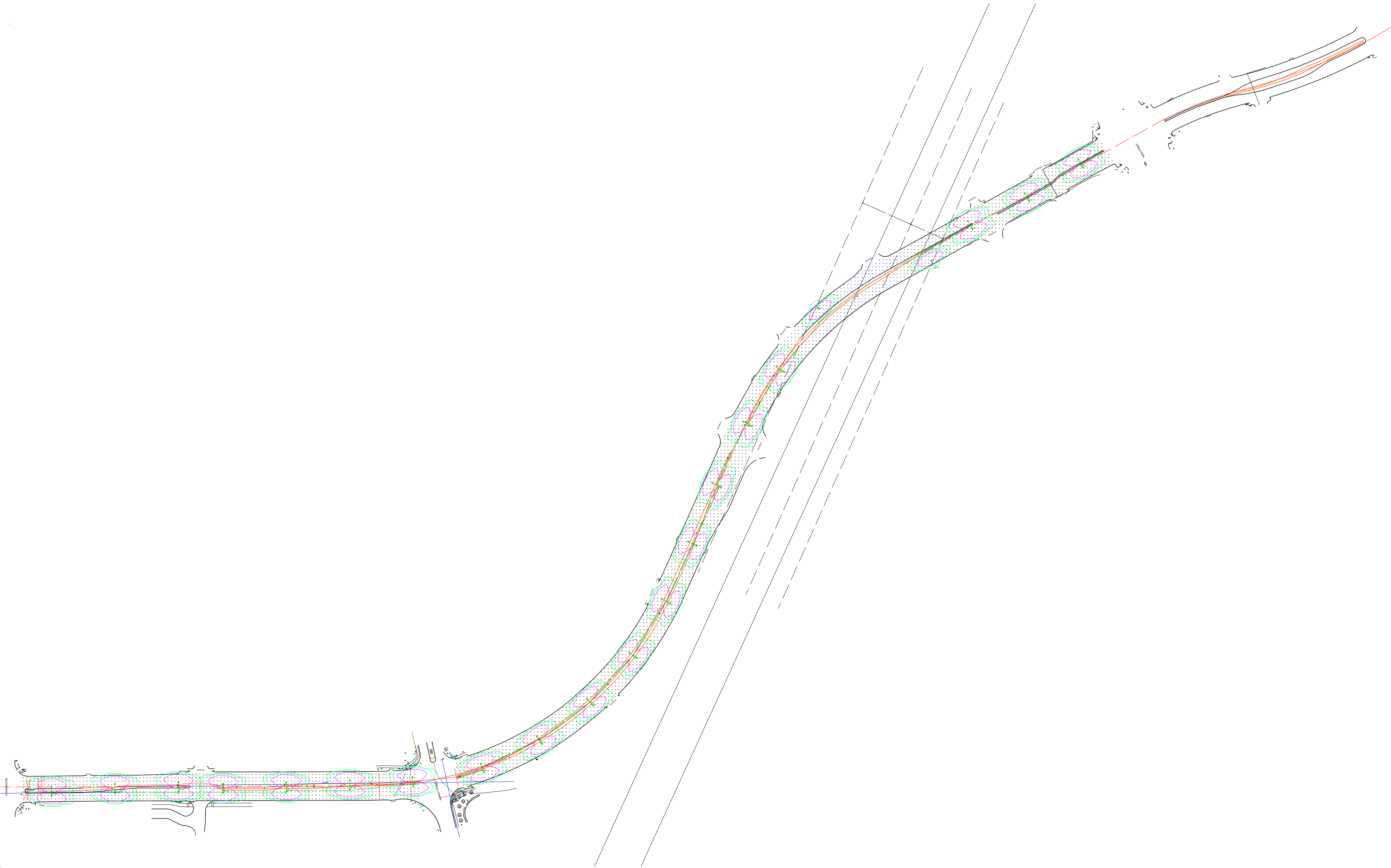
| Calculation Summary         |                   |         |      |     |     |         |         |          |                              |         |         |
|-----------------------------|-------------------|---------|------|-----|-----|---------|---------|----------|------------------------------|---------|---------|
| Label                       | CalcType          | Units   | Avg  | Max | Min | Avg/Min | Max/Min | LV Ratio | Description                  | PtSpcLr | PtSpcTb |
| ROADWAY                     | Illuminance       | Fc      | 1.10 | 4.5 | 0.0 | N.A.    | N.A.    | N.A.     | readings taken at grade      | 10      | 10      |
| ROADWAY-LUMINANCE_Luminance | Luminance         | Cd/Sq.m | 0.75 | 1.8 | 0.3 | 2.50    | 6.00    | N.A.     | readings taken 4.75ft a.f.f. | 16.4    | 16.55   |
| ROADWAY-LUMINANCE_Veil_Lum  | Veiling Luminance | Cd/Sq.m | 0.07 | 0.2 | 0.0 | N.A.    | N.A.    | 0.27     | readings taken 4.75ft a.f.f. | 16.4    | 16.55   |

PARAMETERS:

- ALL POLES ARE CENTERED ON MEDIAN
- POLE SPACING = VARIES
- LUMINAIRE MOUNTING HEIGHT = 30FT A.F.F.
- ISOLINES = 0.5FC/ 0.75FC/ 1.25FC

TARGETING IES RP-8 MAJOR / LOW - LUMINANCE:

- 0.6 CD/SQ.M AVERAGE
- 3.5:1 AVG/MIN UNIFORMITY RATIO
- 6:1 MAX/MIN UNIFORMITY RATIO
- 0.3 MAX. VEILING LUMINANCE RATIO



View\_1:ROADWAY  
Scale: 1 inch= 180 Ft.

- NOTES:
- 1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
  - 2) CALCULATIONS DO NOT SHOW THE EFFECT OF SHADOWING CAUSED BY OBJECTS WITHIN THE AREA.
  - 3) READINGS SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES TAKEN AS SHOWN IN NUMERIC SUMMARY
  - 4) FIXTURE ORIENTATION IS SUCH THAT 0 IS TO THE RIGHT OF THE DRAWING AND 90 IS TO THE TOP OF THE DRAWING AS SHOWN.
  - 5) TILT ANGLE IS THE RAISING AND LOWERING OF THE FIXTURE HEAD.
  - 6) THE LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
  - 7) CHECK GRAPHIC SCALE. DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY OCCUR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.
  - 8) LUMINAIRE LUMENS = LUMENS LEAVING LUMINAIRE WITH EFFICIENCY CONSIDERED.

ASPIRE 500  
MODULAR SOLAR STREET/ROAD



|                              |                                      |
|------------------------------|--------------------------------------|
| Part Number                  | ASPIRE 500                           |
| Typical Power /              | 45W / 5743 lm                        |
| Delivered Lumens¹            | 60W / 7228 lm                        |
|                              | 75W / 8545 lm                        |
| Default CCT                  | 4000K                                |
| CCT Options                  | 3000K, 590nm (Turtle friendly)       |
| Default Optics (LEDIL)       | T3                                   |
| Other Optics Options (LEDIL) | T2,T4,T5                             |
| Solar Panel                  | 500W                                 |
| Panel Efficiency Rating      | 21% (monocrystalline)                |
| Battery Type                 | LiFePO4 25.6V nominal                |
| Battery Capacity             | 86.4Ah / 221Wh (3 batteries)         |
|                              | 115.2Ah / 2948Wh (4 batteries)       |
|                              | 144Ah / 3685Wh (5 batteries)         |
| Estimated Autonomy (APS)**   | 4 - 8+ nights (location dependant)** |

|                          |                                   |
|--------------------------|-----------------------------------|
| Mounting / Arms          | Single / Twin LED arm (optional)  |
| Typical Mounting Heights | 6m fixed / SBA¹ 10 / 11.5m arm    |
|                          | 9m fixed / SBA¹ 3.0 / 4.5m arm    |
|                          | 10.5m fixed / SBA¹ 3.0 / 4.5m arm |
| Typical Spacings         | 25 - 65m                          |

|           |                                |
|-----------|--------------------------------|
| Materials | Aluminum / Die Cast            |
| Finish    | Galvanised / Aluminum (silver) |
| IP Rating | IP66 / IP68 Connectors         |
| IK Rating | IK08                           |

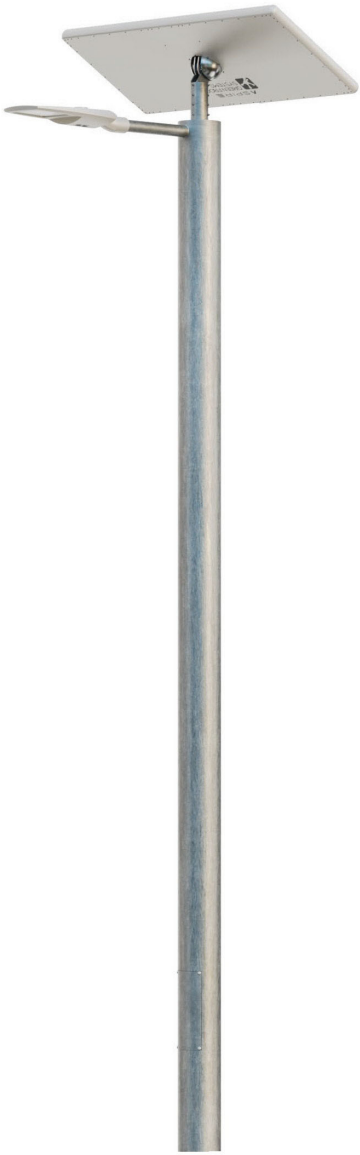
|                        |                                 |
|------------------------|---------------------------------|
| Operational Temp Range | -20°C to +60°C                  |
| Expected Lifetime      | 100,000 hours (L90 B10)         |
| Certifications         | UL38.3, ANSI C136.31, IEC 61215 |
| Warranty               | 5* year warranty                |

Description

The ASPIRE 500 features a high efficiency 500W solar panel, combined with scalable energy storage supporting up to five LiFePO4 batteries. Designed to deliver up to 75W of lighting output with reliable all-night operation, it is engineered for demanding off-grid applications where performance consistency and long-term reliability are essential. The ASPIRE 500 also supports integration into IoT-connected infrastructure, offering a scalable and connected solar lighting solution suited to car parks, roadways, intersections, and other critical public lighting environments.

\*\*Advanced Power Scaling (APS) dynamically adjusts LED output to maintain a preset brightness level throughout the night. If the system detects that battery capacity will not last until morning, it automatically reduces the LED power to a safe minimum level. By doing so, APS ensures extended operation and reliable lighting performance even under challenging winter conditions. ¹ Power and delivered lumens are dependant on location. ² \*Stop Base Assembly. \*Refer to full warranty document for T&Cs

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TITLE

MEMORIAL DRIVE - THE COLONY, TX  
REVISED SOLAR STREET LIGHTING  
USING PROPOSED LUMINAIRE LOCATIONS

DESIGNED BY: J. DURAN  
SCALE AS SHOWN  
REFERENCE GFS690C.AGI

DATE 09/7/2026  
Page 1 of 5  
AG132® Version 20.9.9



GREEN FROG SYSTEMS®  
SOLAR LIGHTING INNOVATION™

Green Frog Systems  
1507 Capital Ave,  
Suite 102  
Plano, TX 75094  
O +1 214.838.7010



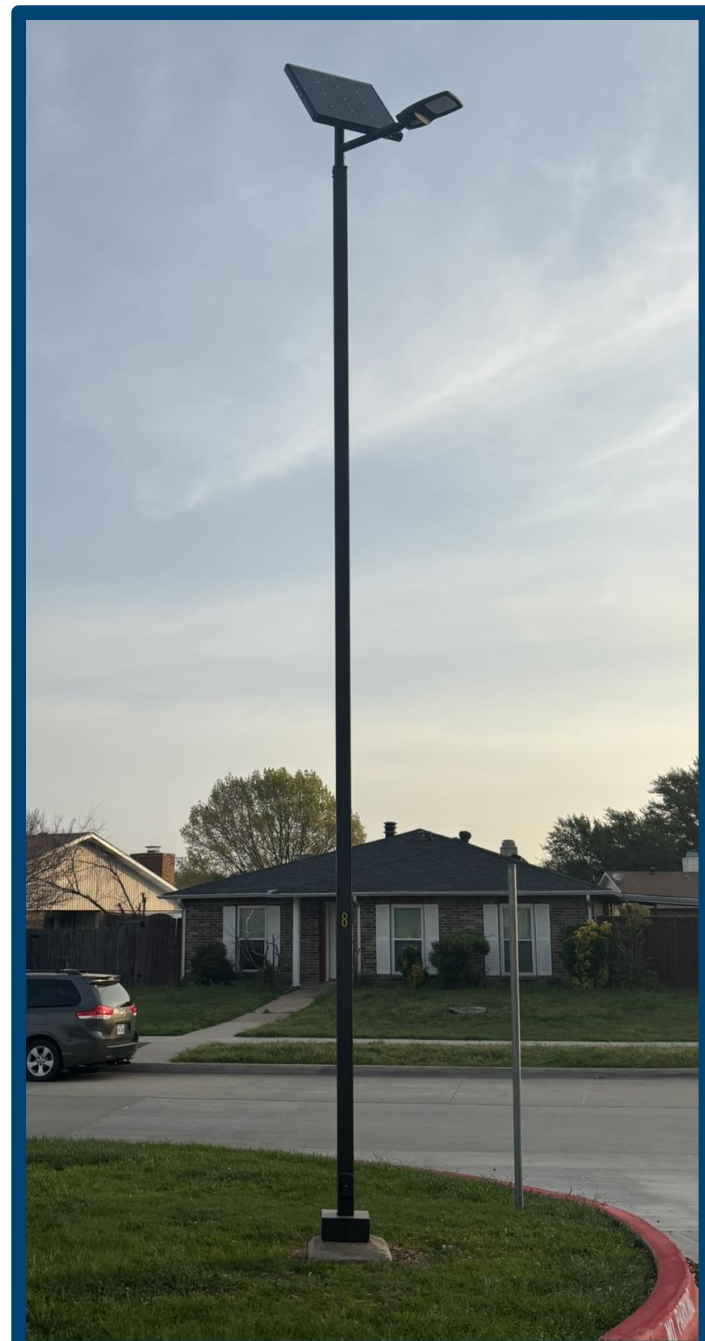
# **Photos of a similar Solar Street Light Project completed in Rowlett Texas**



# **Example Photos of other City Owned Solar Lights**







# **Example Photos of Current City Owned Solar Street Lights**













Facility Solutions Group - FSG Lighting  
2525 Walnut Hill Lane, suite 300  
Dallas, Texas 75229

## QUOTE

**Job Name:** City of The Colony, TX  
**Memorial Drive Solar Lights**

**Issue Date:** 9/15/26  
**Quote Number:** QU02409  
**BuyBoard #:** 711-23

**Customer:** City of The Colony, Tx  
**Contact:** Ron Hartline, PE - Engineering Director

| Customer # | BuyBoard # | SALESPERSON / PHONE          |                                                                                                                                                                                                                                                                                         | FAX                 | TERMS               |
|------------|------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 725015     | 711-23     | Tim Kirby-380 / 469-816-7235 |                                                                                                                                                                                                                                                                                         | 214-217-0199        | Net 30              |
| TYPE       | QTY        | MANUFACTURER                 | DESCRIPTION                                                                                                                                                                                                                                                                             | UNIT PRICE          | AMOUNT              |
|            |            | PROJECT                      | MEMORIAL DRIVE SOLAR LIGHTS -<br>"OUTSIDE OF ONCOR EASEMENT DESIGN"<br>(2 SINGLE and 19 TWIN FIXTURE POLES ASSEMBLIES)                                                                                                                                                                  |                     |                     |
|            |            | GREEN FROG SYSTEMS           | OPERATION PROFILE<br>75 Watts - Dusk To Dawn Operation<br>POWDER-COATING<br>Custom Powder Coating - RAL #6012 Green<br>- Type - SL1 (Single 75W Fixture)                                                                                                                                |                     |                     |
|            | 2          | GREEN FROG SYSTEMS           | POLE-CUSTOM<br>ASPIRE-500 Solar Street Light System   1x 500 Solar Panel, 1x 30'<br>Round Tapered Steel 2-Piece "Smart Pole" (Integrated Battery<br>Compartment), 1x 6' Arm, 1x 75W Aspire LED Fixture (4K CCT, T2 Lens)<br>- 3x 48Ah (total 144Ah) LiFePO4 Batteries & Components.     | \$9,455.00          | \$18,910.00         |
|            | 19         | GREEN FROG SYSTEMS           | POLE-CUSTOM<br>ASPIRE-500 Solar Street Light System   1x 500 Solar Panel, 1x 30'<br>Round Tapered Steel 2-Piece "Smart Pole" (Integrated Battery<br>Compartment), 2x 6' Arm's, 2x 75W Aspire LED Fixture's (4K CCT, T2<br>Lens) - 6x 48Ah (total 228Ah) LiFePO4 Batteries & Components. | \$10,655.00         | \$202,445.00        |
|            | 21         | GFS LABOR                    | LABOR COSTS BELOW<br>Includes all Labor, Materials and Equipment Required For This Bill of<br>Materials Only. (Excludes Lane Closure & Other Fees)                                                                                                                                      | \$2,000.00          | \$42,000.00         |
|            |            |                              | ALL EXTRA COST ADDED TO THIS PROJECT BELOW                                                                                                                                                                                                                                              |                     |                     |
|            | 1          | ENG-SVCS                     | Engineering Services - Design & Stamp Inground Pole Base Foundation<br>(24" to 30" OD x 4' to 6' Deep) Geotech Report From Customer.                                                                                                                                                    | \$1,000.00          | \$1,000.00          |
|            | 3          | GFS-LABOR                    | Extra Costs - Saw Cut Concrete and Repair Concrete Smooth (3<br>Locations - 1' New Concrete All Sides if Possible)                                                                                                                                                                      | \$755.00            | \$2,265.00          |
|            | 1          | LANE-CLOSURE                 | - Lane Closure Costs Below<br>1st Trip - All Necessary Safety Cones, Signs, Mobilization & Daily<br>Rental Fees.                                                                                                                                                                        | \$4,950.00          | \$4,950.00          |
|            | 1          | LANE-CLOSURE                 | 2nd Trip - All Necessary Safety Cones, Signs, Mobilization & Daily<br>Rental Fees.                                                                                                                                                                                                      | \$3,300.00          | \$3,300.00          |
|            | 21         | SPM4100                      | - Options Below<br>Option - Transpo Breakaway Coupling # 4100 (1" Anchor Bolt Thread)<br>4x Couplings, Washers and Shim Kit & Skirt.                                                                                                                                                    | \$585.00            | \$12,285.00         |
|            | 21         | GFS-LABOR                    | Option - Remove Dirt Spoils From Site and Dispose Properly (21 Yards)                                                                                                                                                                                                                   | \$110.00            | \$2,310.00          |
|            |            | WARRANTY-LIFEPO4             | - Other Info Below<br>5-Years Complete System, 5-Years Batteries*, 25 Years Solar Panel*<br>(*Performance Refer to T&C's) ( Labor Warranty 1 Year )                                                                                                                                     |                     |                     |
|            |            | EXCLUDES                     | Unless Noted Elsewhere - Excludes Any Tax, Engineering Fees, Hard<br>Dig, Asphalt or Grass Patching, Survey, Permits, Fees, Removal of<br>Spoils, Testing or Traffic Control.                                                                                                           |                     |                     |
|            |            | FREIGHT-OUT                  | Includes All Shipping & Handling Fees.                                                                                                                                                                                                                                                  |                     |                     |
|            |            |                              |                                                                                                                                                                                                                                                                                         | TOTAL:              | \$289,465.00        |
|            |            |                              |                                                                                                                                                                                                                                                                                         | PLUS FREIGHT:       | \$0.00              |
|            |            |                              |                                                                                                                                                                                                                                                                                         | SALES TAX (Exempt): | \$0.00              |
|            |            |                              |                                                                                                                                                                                                                                                                                         | <b>GRAND TOTAL:</b> | <b>\$289,465.00</b> |



**Job Name:** City of The Colony, TX  
Memorial Drive Solar Lights

**Issue Date:** 9/15/26  
**Quote Number:** QU02409  
**BuyBoard #:** 711-23

#### Notes

- This Quotation is subject to Facility Solutions Group standard [terms and conditions](#).
- Quote Valid for 30 days unless otherwise noted
- Verify all quantities, colors, finishes, requirements, lengths and voltages before approving
- Any changes to BOM require a requote
- Returns and cancellations maybe subject to a restocking fee
- Tax not included
- Painting, and any landscaping repairs not included
- Price is subject to change at anytime due to tariffs

#### GENERAL TERMS & CONDITIONS

As listed on BuyBoard Cooperative Purchasing Agreement

**Thank you for the opportunity!**

**Approved by:**

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

| Luminaire Schedule                                                                |     |       |             |             |       |                                              | Filename                         |
|-----------------------------------------------------------------------------------|-----|-------|-------------|-------------|-------|----------------------------------------------|----------------------------------|
| Symbol                                                                            | Qty | Label | Arrangement | Lum. Lumens | LLF   | Description                                  |                                  |
|  | 19  | T2A   | Back-Back   | 10590       | 0.900 | 2@180-GFS-Aspire-75W-4000K-Type II - 6FT ARM |                                  |
|  | 2   | T2B   | Single      | 10590       | 0.900 | GFS-Aspire-75W-4000K-Type II - 6FT ARM       | GFS-Aspire-75W-4000K-Type II.ies |

| Calculation Summary         |                   |         |      |     |     |         |         |          |                              |         |         |
|-----------------------------|-------------------|---------|------|-----|-----|---------|---------|----------|------------------------------|---------|---------|
| Label                       | CalcType          | Units   | Avg  | Max | Min | Avg/Min | Max/Min | LV Ratio | Description                  | PtSpcLr | PtSpcTb |
| ROADWAY                     | Illuminance       | Fc      | 1.10 | 4.5 | 0.0 | N.A.    | N.A.    | N.A.     | readings taken at grade      | 10      | 10      |
| ROADWAY-LUMINANCE_Luminance | Luminance         | Cd/Sq.m | 0.75 | 1.8 | 0.3 | 2.50    | 6.00    | N.A.     | readings taken 4.75ft a.f.f. | 16.4    | 16.55   |
| ROADWAY-LUMINANCE_Veil_Lum  | Veiling Luminance | Cd/Sq.m | 0.07 | 0.2 | 0.0 | N.A.    | N.A.    | 0.27     | readings taken 4.75ft a.f.f. | 16.4    | 16.55   |

PARAMETERS:

- ALL POLES ARE CENTERED ON MEDIAN
- POLE SPACING = VARIES
- LUMINAIRE MOUNTING HEIGHT = 30FT A.F.F.
- ISOLINES = 0.5FC/ 0.75FC/ 1.25FC

TARGETING IES RP-8 MAJOR / LOW - LUMINANCE:

- 0.6 CD/SQ.M AVERAGE
- 3.5:1 AVG/MIN UNIFORMITY RATIO
- 6:1 MAX/MIN UNIFORMITY RATIO
- 0.3 MAX. VEILING LUMINANCE RATIO



View\_1:ROADWAY  
Scale: 1 inch= 180 Ft.

- NOTES:
- 1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
  - 2) CALCULATIONS DO NOT SHOW THE EFFECT OF SHADOWING CAUSED BY OBJECTS WITHIN THE AREA.
  - 3) READINGS SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES TAKEN AS SHOWN IN NUMERIC SUMMARY
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  - 8) LUMINAIRE LUMENS = LUMENS LEAVING LUMINAIRE WITH EFFICIENCY CONSIDERED.

ASPIRE 500  
MODULAR SOLAR STREET/ROAD



|                              |                                      |
|------------------------------|--------------------------------------|
| Part Number                  | ASPIRE 500                           |
| Typical Power /              | 45W / 5743 lm                        |
| Delivered Lumens¹            | 60W / 7228 lm                        |
|                              | 75W / 8545 lm                        |
| Default CCT                  | 4000K                                |
| CCT Options                  | 3000K, 590nm (Turtle friendly)       |
| Default Optics (LEDIL)       | T3                                   |
| Other Optics Options (LEDIL) | T2,T4,T5                             |
| Solar Panel                  | 500W                                 |
| Panel Efficiency Rating      | 21% (monocrystalline)                |
| Battery Type                 | LiFePO4 25.6V nominal                |
| Battery Capacity             | 86.4Ah / 221Wh (3 batteries)         |
|                              | 115.2Ah / 2948Wh (4 batteries)       |
|                              | 144Ah / 3685Wh (5 batteries)         |
| Estimated Autonomy (APS)**   | 4 - 8+ nights (location dependant)** |

|                          |                                   |
|--------------------------|-----------------------------------|
| Mounting / Arms          | Single / Twin LED arm (optional)  |
| Typical Mounting Heights | 6m fixed / SBA¹ 10 / 11.5m arm    |
|                          | 9m fixed / SBA¹ 3.0 / 4.5m arm    |
|                          | 10.5m fixed / SBA¹ 3.0 / 4.5m arm |
| Typical Spacings         | 25 - 65m                          |

|           |                                |
|-----------|--------------------------------|
| Materials | Aluminum / Die Cast            |
| Finish    | Galvanised / Aluminum (silver) |
| IP Rating | IP66 / IP68 Connectors         |
| IK Rating | IK08                           |

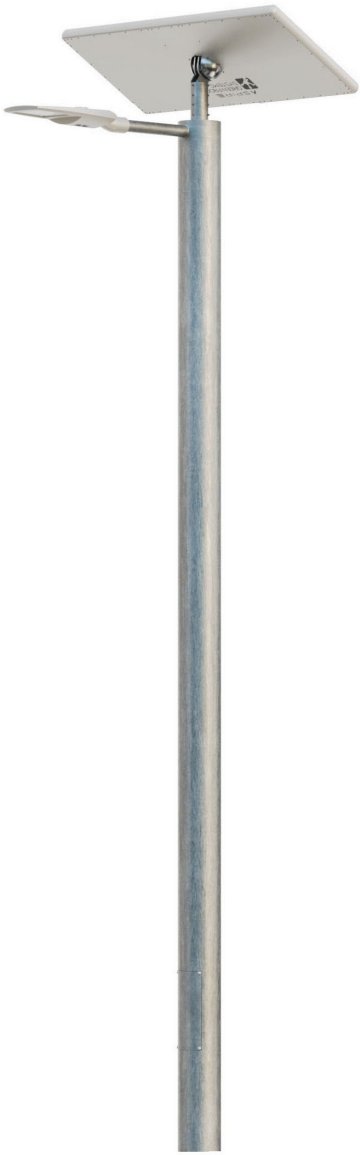
|                        |                                 |
|------------------------|---------------------------------|
| Operational Temp Range | -20°C to +60°C                  |
| Expected Lifetime      | 100,000 hours (L90 B10)         |
| Certifications         | UL38.3, ANSI C136.31, IEC 61215 |
| Warranty               | 5* year warranty                |

Description

The ASPIRE 500 features a high efficiency 500W solar panel, combined with scalable energy storage supporting up to five LiFePO4 batteries. Designed to deliver up to 75W of lighting output with reliable all-night operation, it is engineered for demanding off-grid applications where performance consistency and long-term reliability are essential. The ASPIRE 500 also supports integration into IoT-connected infrastructure, offering a scalable and connected solar lighting solution suited to car parks, roadways, intersections, and other critical public lighting environments.

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REVISED SOLAR STREET LIGHTING  
USING PROPOSED LUMINAIRE LOCATIONS

DESIGNED BY: J. DURAN  
SCALE AS SHOWN  
REFERENCE GFS690C.AGI

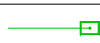
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Page 1 of 5  
AG132® Version 20.9.9



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| Luminaire Schedule                                                                |     |       |             |             |       |                                              | Filename                         |
|-----------------------------------------------------------------------------------|-----|-------|-------------|-------------|-------|----------------------------------------------|----------------------------------|
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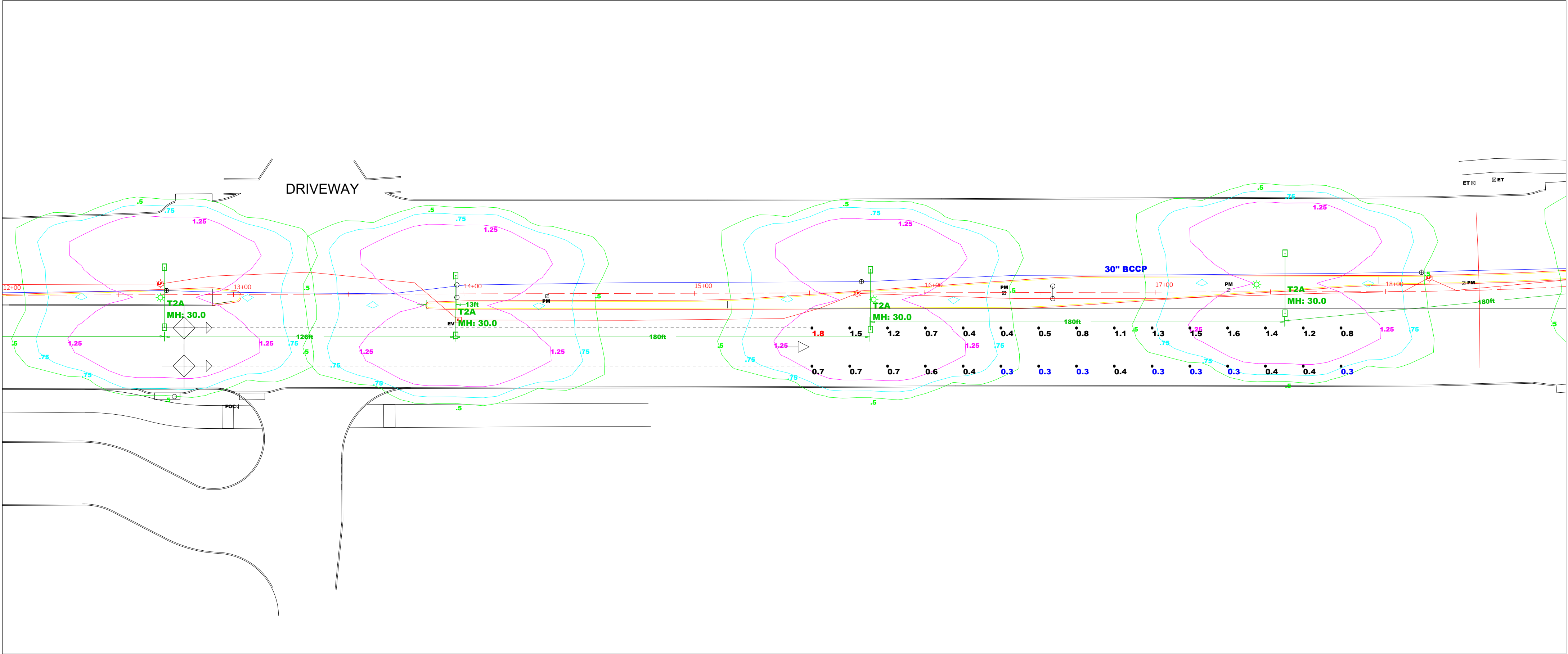
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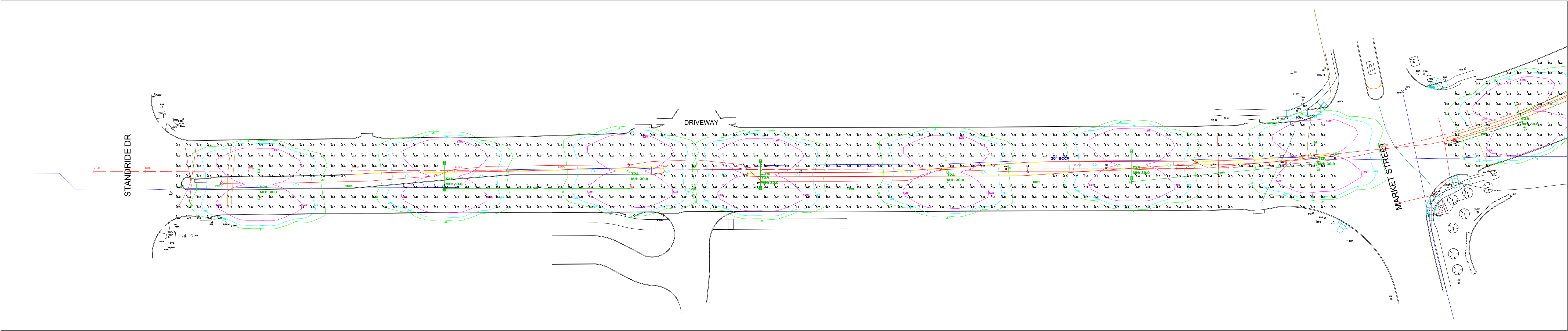
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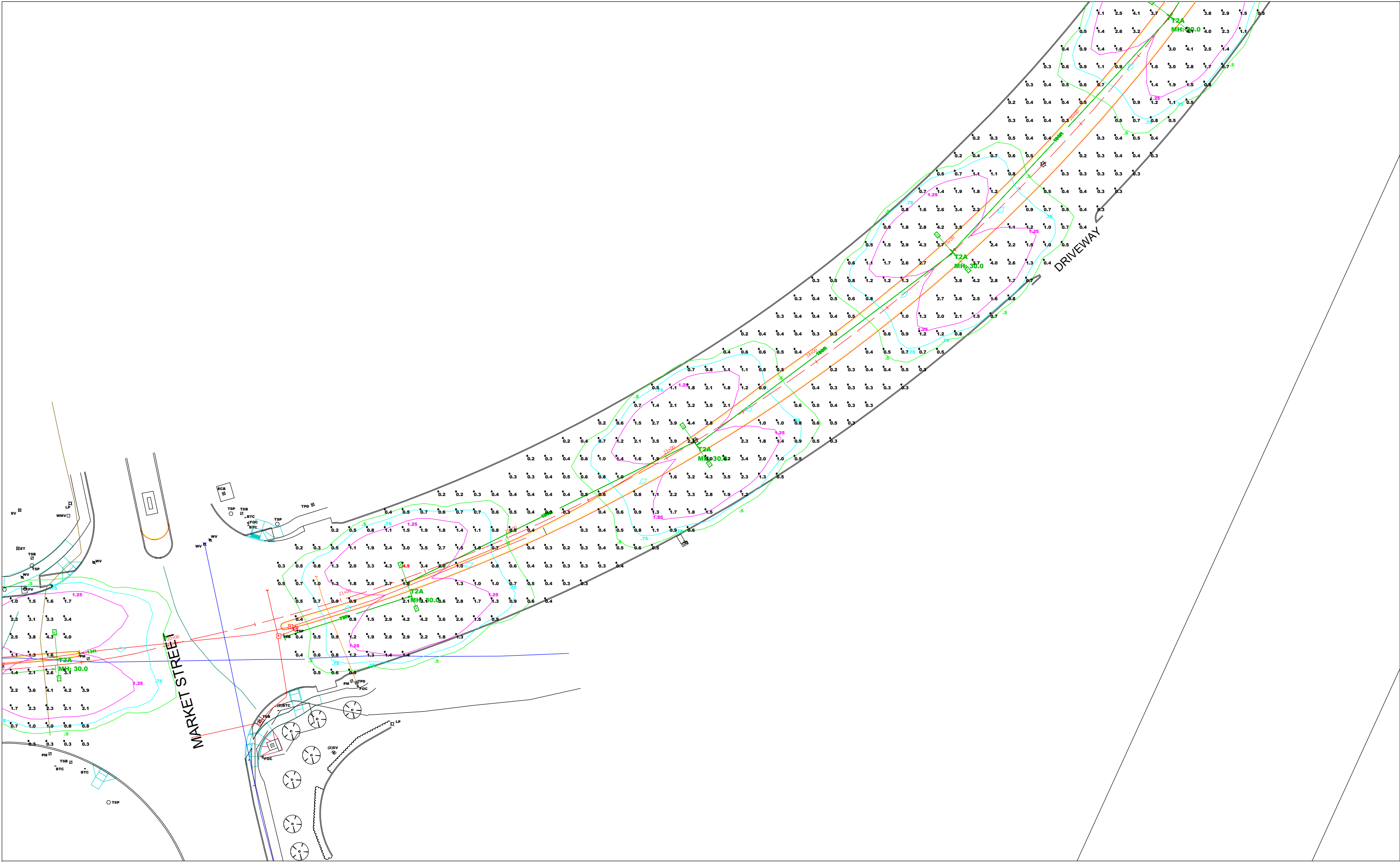
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LUMINANCE CALCULATIONS  
Scale: 1 inch= 30 Ft.



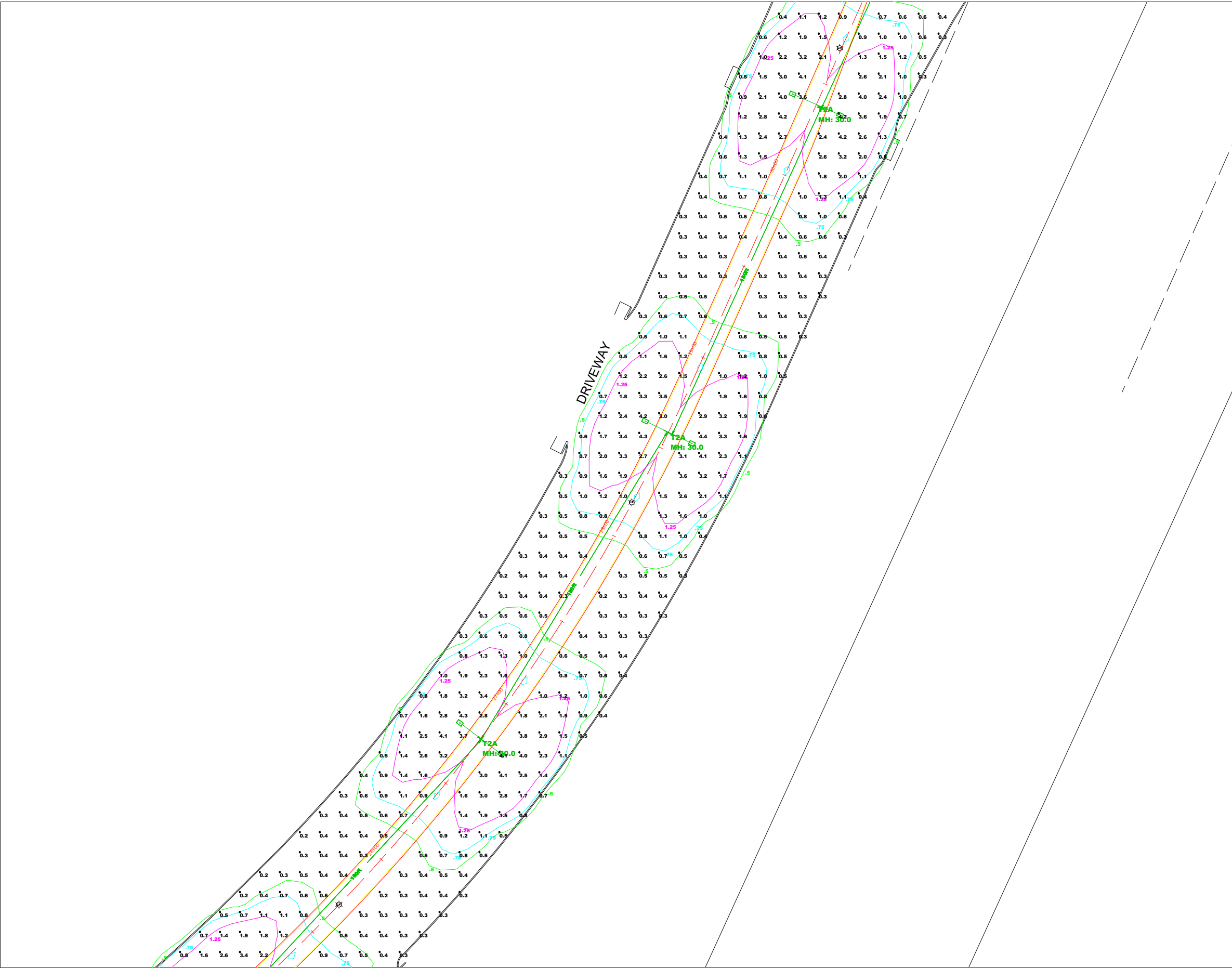




View\_1:Plan Rotated 0 Tilted 0  
Scale: 1 inch= 50 Ft.



View\_1:Plan Rotated 0 Tilted 0  
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DATE: 09/17/2026

Page 3 of 5

AGI32® Version 20.9.9

DESIGNED BY:  
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SCALE AS SHOWN

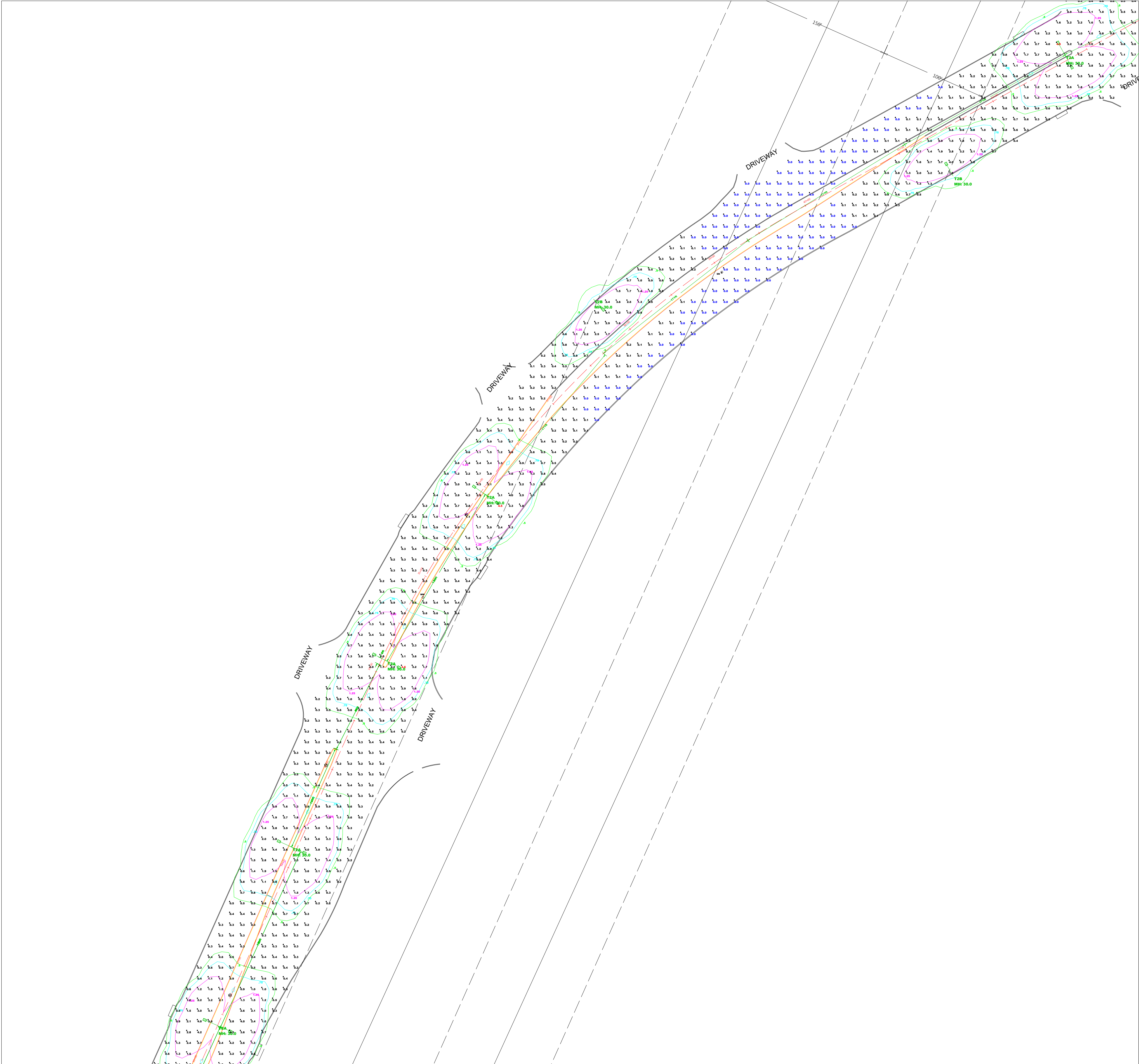
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SOLAR LIGHTING INNOVATION<sup>™</sup>





View 1: Plan Rotated 0 Tilted 0  
Scale: 1 inch= 50 Ft.

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Page 4 of 5

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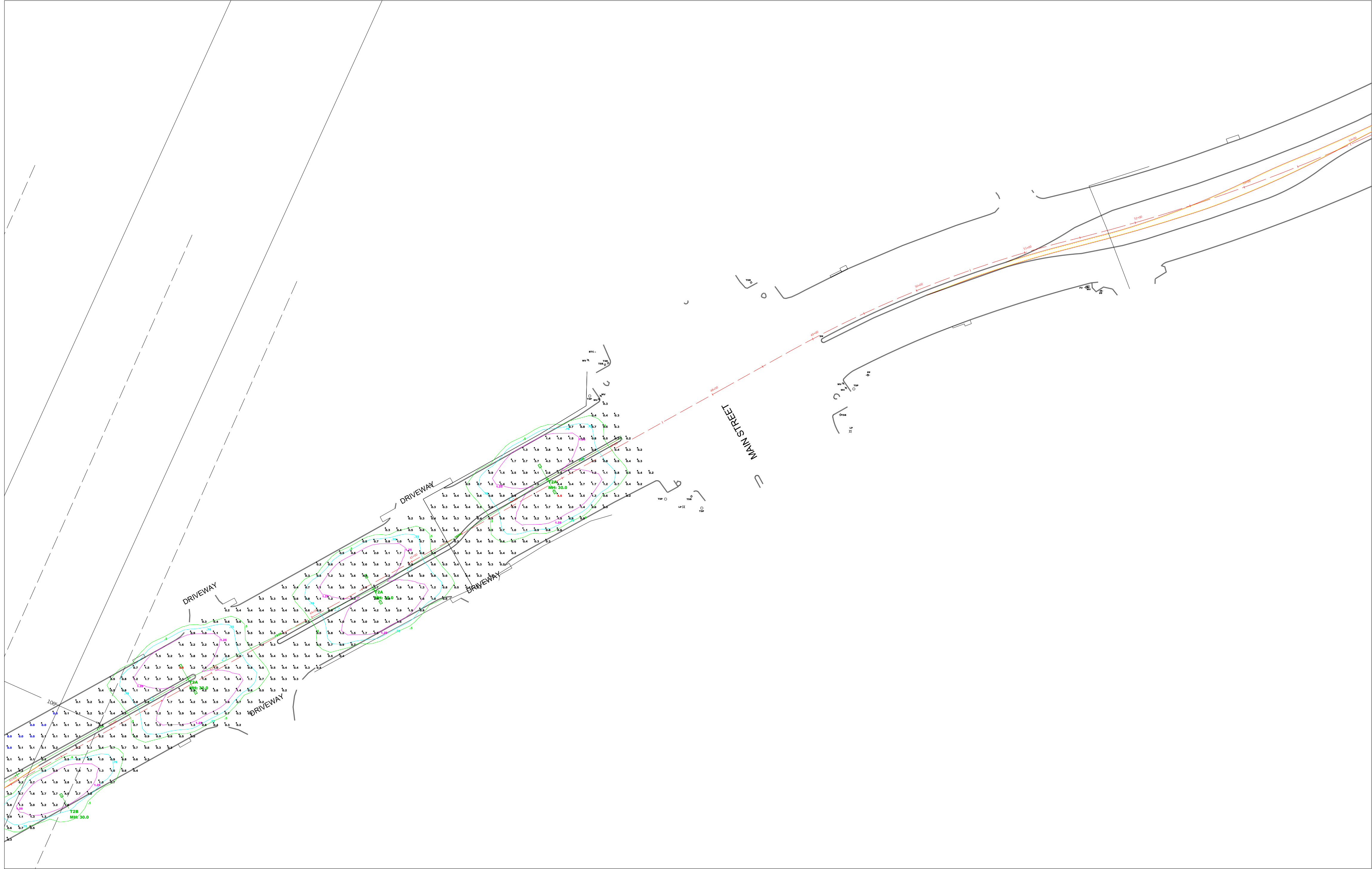
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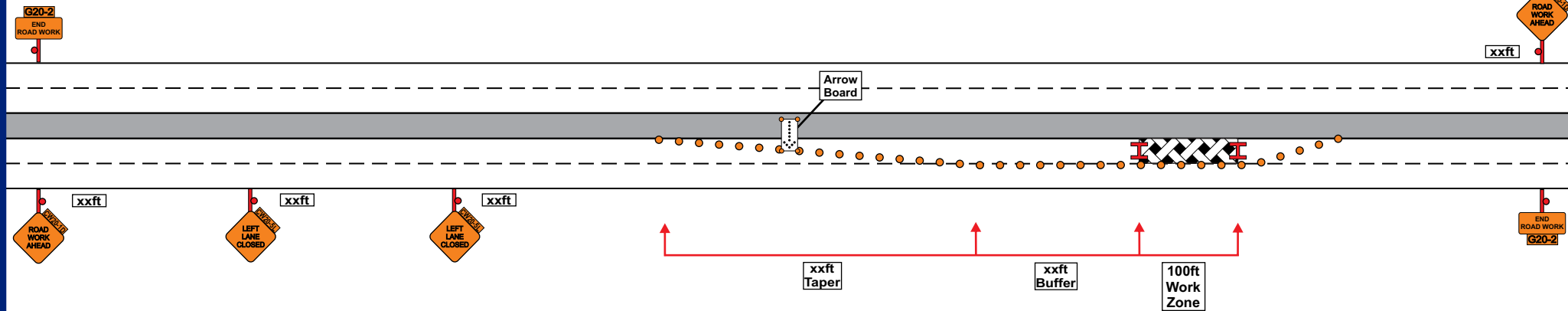
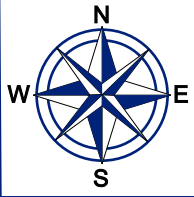
SCALE AS SHOWN

REFERENCE GFS690C, AG1



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| Speed | Taper | Buffer | Sign Spacing |
|-------|-------|--------|--------------|
| 30    | 180   | 85     | 120          |
| 35    | 245   | 120    | 160          |
| 40    | 320   | 170    | 240          |
| 45    | 540   | 220    | 320          |
| 50    | 600   | 280    | 400          |
| 55    | 660   | 335    | 500          |
| 60    | 720   | 415    | 600          |
| 65    | 780   | 485    | 700          |
| 70    | 840   | 585    | 800          |
| 75    | 900   | 720    | 900          |

ARROW BOARD IF 35MPH OR HIGHER

|                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SALESMAN EXECUTIVE                                                                                                                                                                                                                                                            |
| TCP DESIGNER                                                                                                                                                                                                                                                                  |
| <b>Reedie Lea</b>                                                                                                                                                                                                                                                             |
| THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO RELIEVE THE CONTRACTOR FROM THE REQUIREMENTS SET FORTH BY RELATED CONTRACT DOCUMENTS, THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR THE OVERALL RESPONSIBILITY TO TRAFFIC CONTROL SAFETY. |

| LEGEND |                  |
|--------|------------------|
|        | Navigator        |
|        | Type 3 Barricade |

| NOTES           |          |
|-----------------|----------|
| CONTACT:        | ***      |
| CONTACT NUMBER: | ***      |
| DATE:           | 03//2022 |

|                |                   |
|----------------|-------------------|
| CONTRACTOR:    | ***               |
| CITY:          | ***               |
| JOB NAME:      | ***               |
| LOCATION:      | ***               |
| SCOPE OF WORK: | Left Lane Closure |

**BUYERS**  
BARRICADES

All Traffic Control Plans (TCPs) are the property of Buyers Barricades, Inc. and are included with Buyers Barricades rental agreements. Traffic Control Plans issued without rental agreement will be charged to the customer.

52



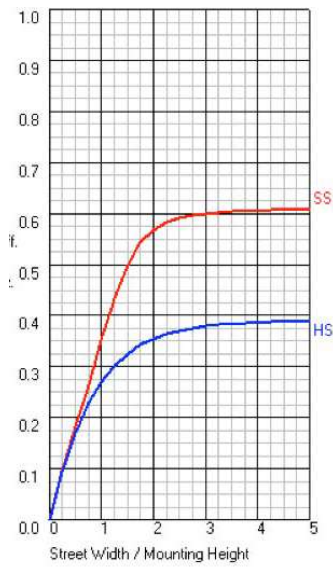
# GFS-ASP-10652

## LED LUMINAIRE

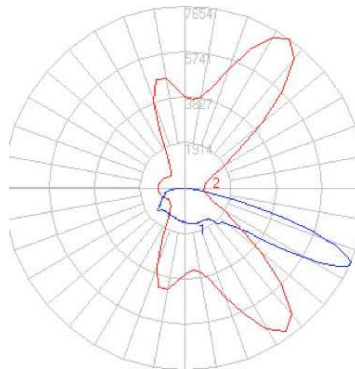
|                           |                                                                                                 |
|---------------------------|-------------------------------------------------------------------------------------------------|
| Luminaire Efficacy:       | 137 lm/W (@30W) – 107 lm/W (@95W)                                                               |
| Luminaire Lumen:          | 4179 lm (@30W) – 10105 lm (@95W)                                                                |
| Luminaire Wattage:        | 10W – 95W (PIR Disabled)                                                                        |
| Luminaire Drive Voltage:  | 43Vdc – 49Vdc (2A max)                                                                          |
| Lens Material:            | Ultra Clear PMMA                                                                                |
| Lens Type:                | T3, T5-VSM (in stock)<br>T2, T4 (Custom order)                                                  |
| BUG Rating:               | B2-U0-G2                                                                                        |
| Motion Sensor PIR:        | 26.2' – 360° detection zone<br>(Optional, AO Power will be reduced to 65W with 30W PIR Enabled) |
| LED Chip Model:           | 3535 XPG3 UL Recognised Component E349212                                                       |
| LED Chip Efficacy:        | 179 – 196 lm/w (@350mA, 25°C, subject to S4 to S6 bin availability)                             |
| LED Chip TM-21 Lifetimes: | L90(10k) = 79,800 hrs.<br>(@85°C, 1000mA)                                                       |
| LED Chip Count:           | 32                                                                                              |
| LED CRI:                  | 70 minimum                                                                                      |
| LED CCT:                  | 4000K (Optional 3000K / Turtle Friendly & Narrow Band Amber Wave 590nm, 645nm)                  |
| LM Rating                 | LM80                                                                                            |
| Luminaire IK Rating:      | IK08                                                                                            |
| Luminaire IP Rating:      | IP66                                                                                            |
| Luminaire Dimension:      | 28.5" x 11.3" x 3.6"                                                                            |
| Weight GW / NW:           | 15lb / 16lb                                                                                     |
| Mount:                    | ID 2.36"<br>Horizontal / Vertical Mount                                                         |
| Mount Tilt:               | ±15°                                                                                            |
| Housing:                  | Die-cast Aluminum ADC12                                                                         |
| Colour:                   | RAL000700 – (Other colours available for custom order with MOQ)                                 |
| UL / TUV Certifications   | UL1598:2008(ed3)+R2012.10.17<br>UL8750:2015(ed2)+R2018.12.18                                    |
| Vibration Testing         | ANSI C136.31-2018 / CN22A9BP 002                                                                |
| Warranty Period           | 5 years                                                                                         |



**CU Graph**

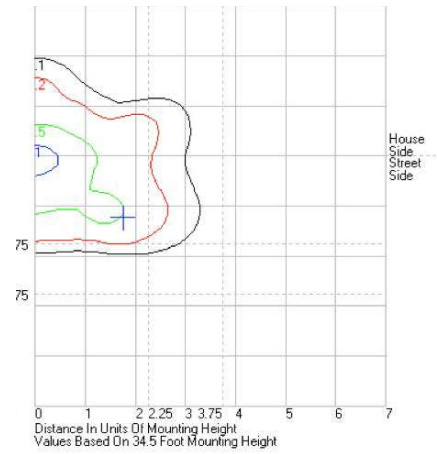


**Polar Curve**

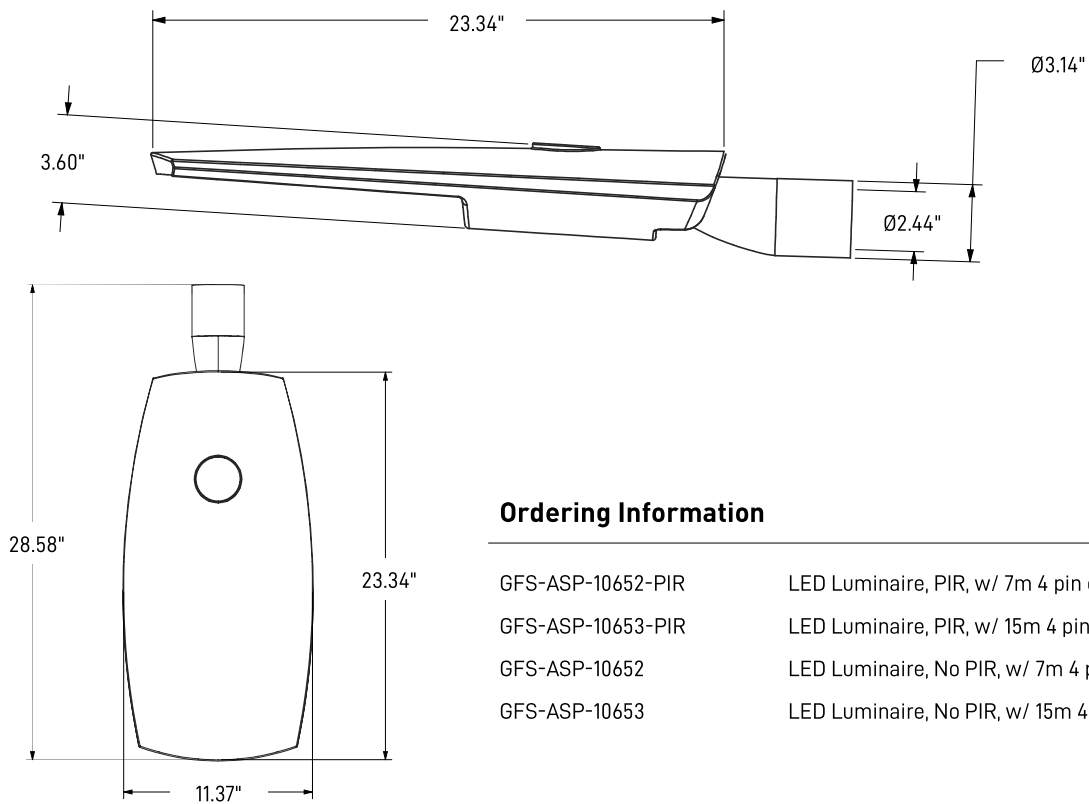


**Isoline**

(MH = 34.5' @95W)

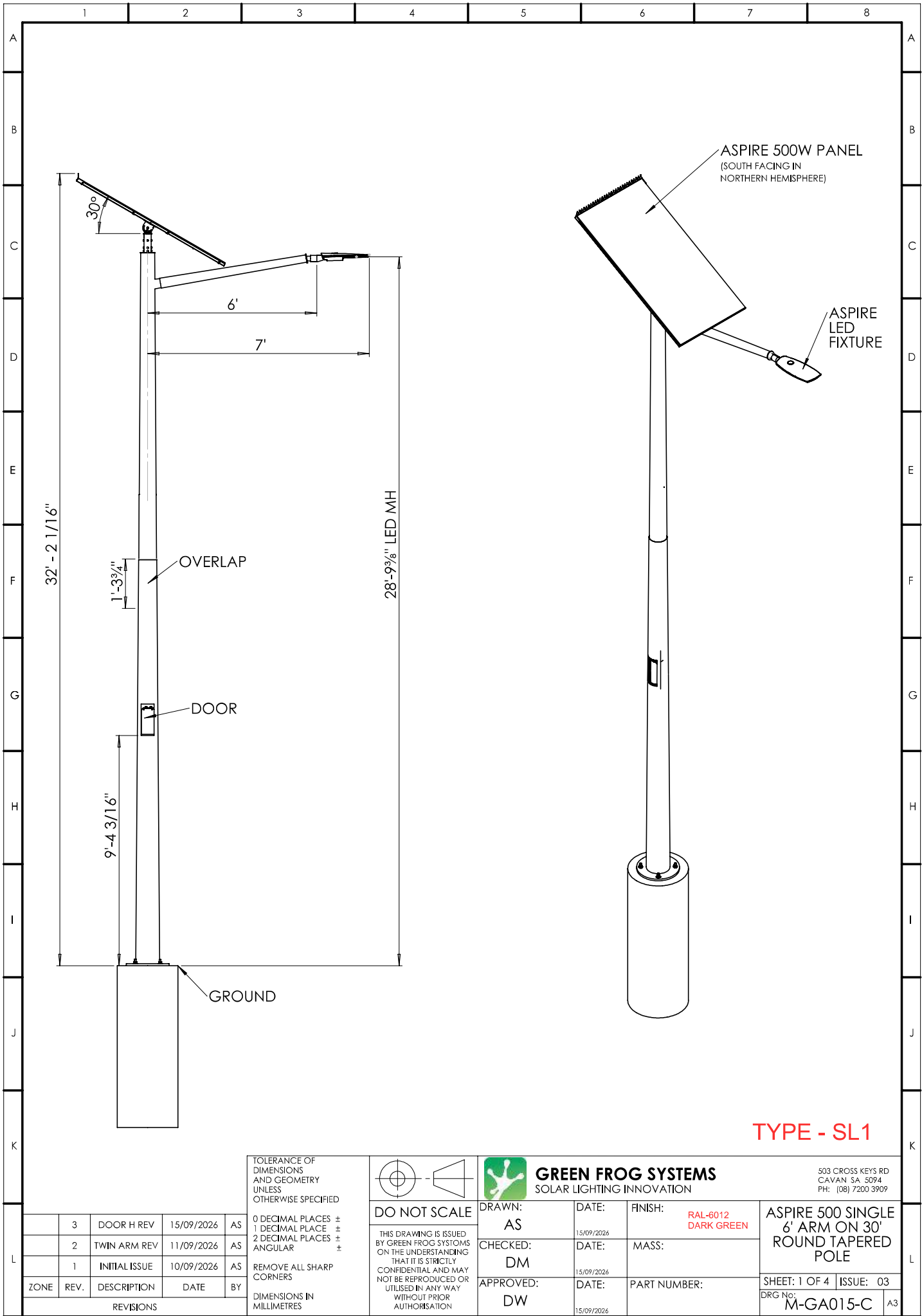


## Luminaire Dimensions



## Ordering Information

|                   |                                           |
|-------------------|-------------------------------------------|
| GFS-ASP-10652-PIR | LED Luminaire, PIR, w/ 7m 4 pin cable     |
| GFS-ASP-10653-PIR | LED Luminaire, PIR, w/ 15m 4 pin cable    |
| GFS-ASP-10652     | LED Luminaire, No PIR, w/ 7m 4 pin cable  |
| GFS-ASP-10653     | LED Luminaire, No PIR, w/ 15m 4 pin cable |

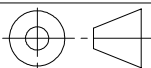


TOLERANCE OF  
DIMENSIONS  
AND GEOMETRY  
UNLESS  
OTHERWISE SPECIFIED

0 DECIMAL PLACES ±  
1 DECIMAL PLACE ±  
2 DECIMAL PLACES ±  
ANGULAR ±

REMOVE ALL SHARP  
CORNERS

DIMENSIONS IN  
MILLIMETRES



DO NOT SCALE

THIS DRAWING IS ISSUED  
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THAT IT IS STRICTLY  
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UTILISED IN ANY WAY  
WITHOUT PRIOR  
AUTHORISATION



**GREEN FROG SYSTEMS**  
SOLAR LIGHTING INNOVATION

503 CROSS KEYS RD  
CAVAN SA 5094  
PH: (08) 7200 3909

DRAWN:  
AS

DATE:  
15/09/2026

FINISH:  
RAL-6012  
DARK GREEN

CHECKED:  
DM

DATE:  
15/09/2026

MASS:

APPROVED:  
DW

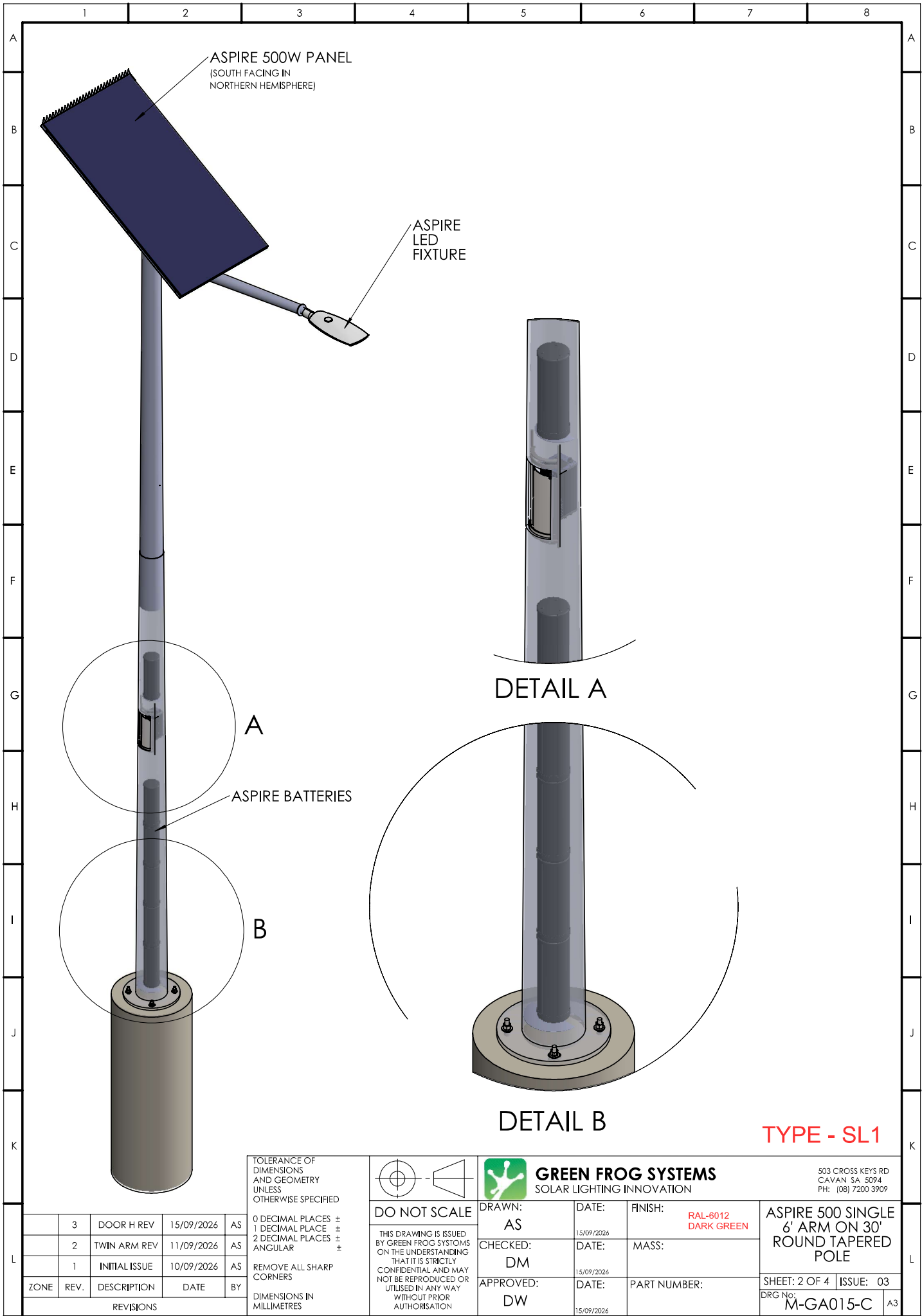
DATE:  
15/09/2026

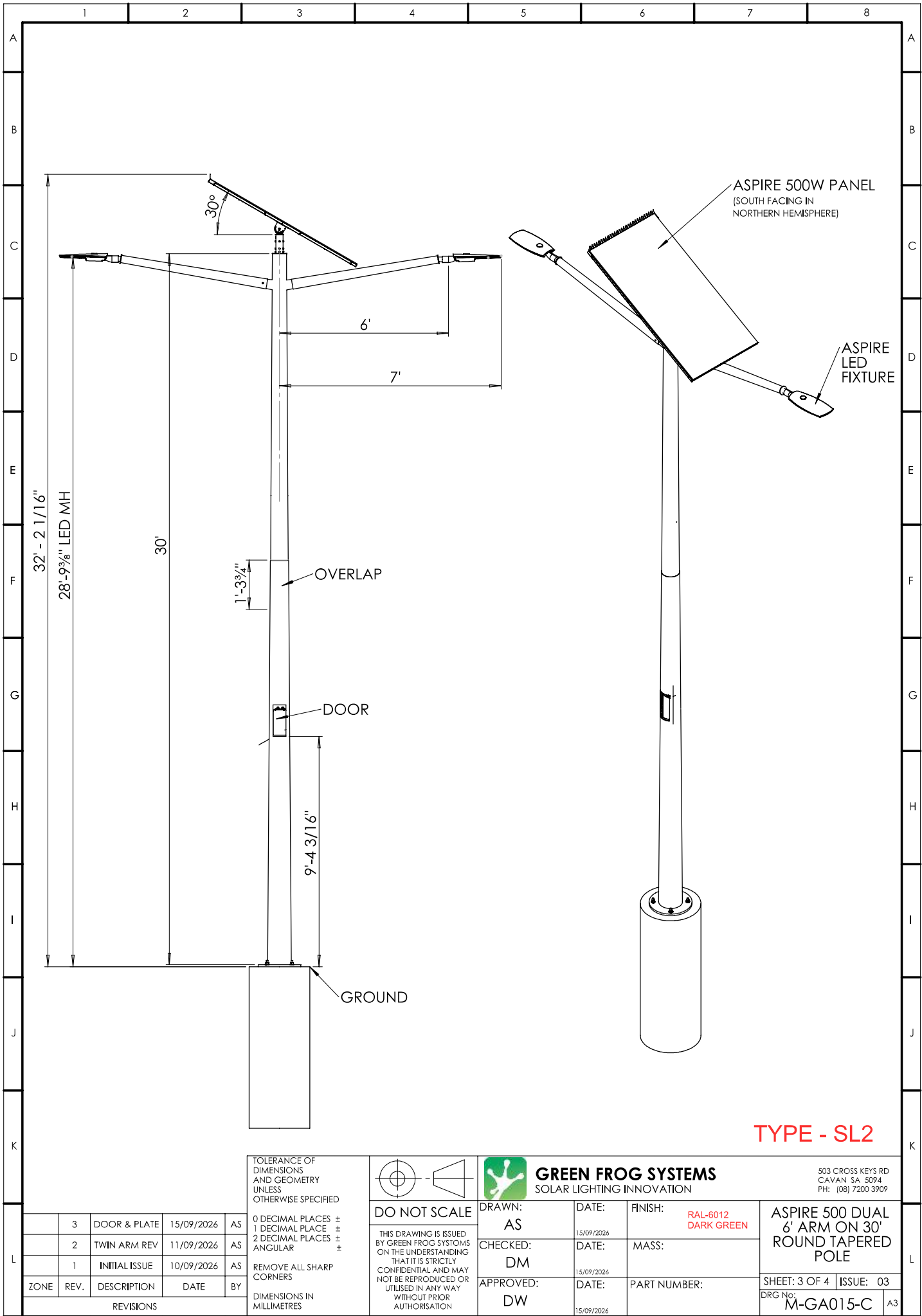
PART NUMBER:

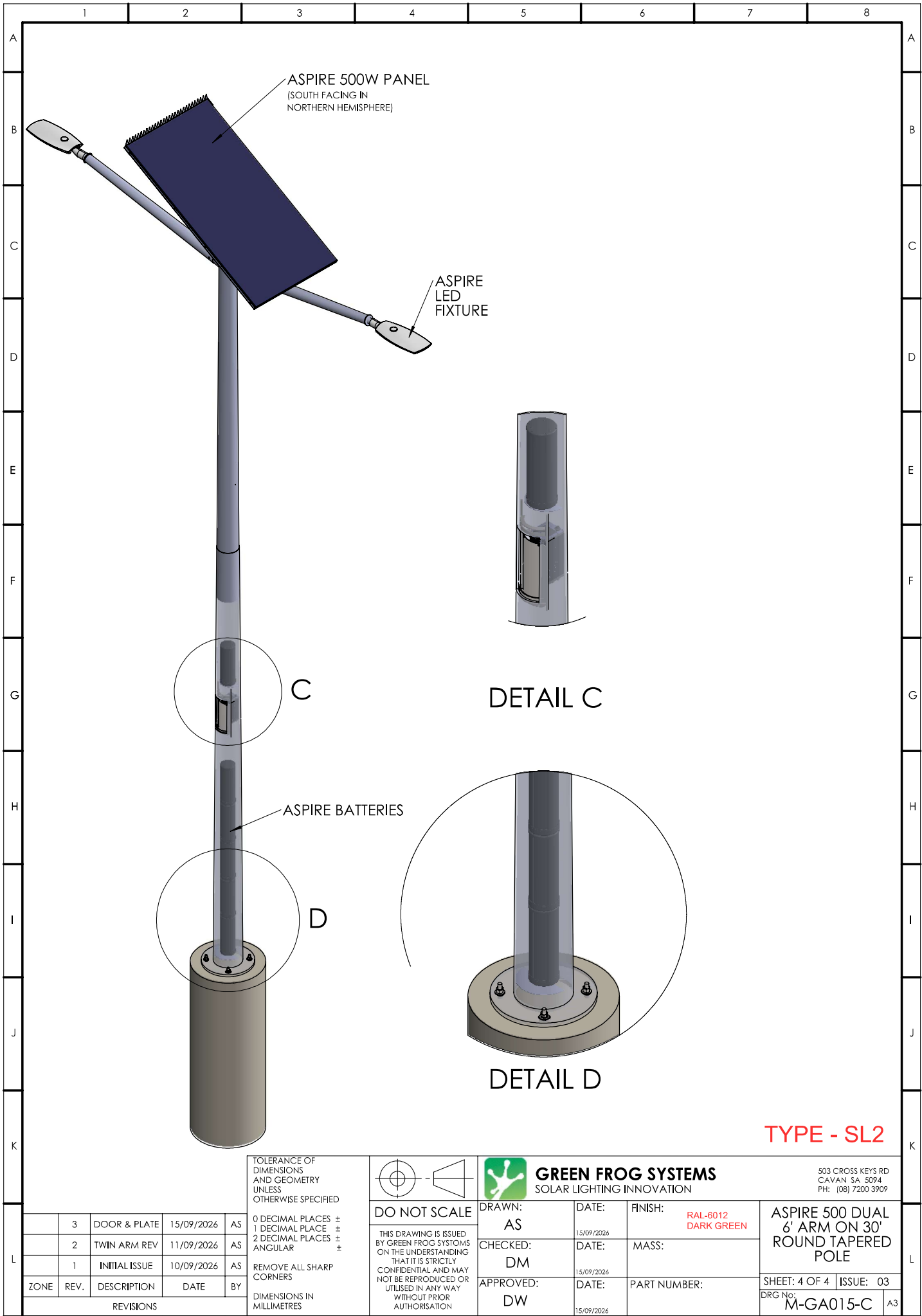
ASPIRE 500 SINGLE  
6' ARM ON 30°  
ROUND TAPERED  
POLE

SHEET: 1 OF 4 | ISSUE: 03  
DRG No:  
M-GA015-C | A3

| ZONE      | REV. | DESCRIPTION   | DATE       | BY |
|-----------|------|---------------|------------|----|
|           | 3    | DOOR H REV    | 15/09/2026 | AS |
|           | 2    | TWIN ARM REV  | 11/09/2026 | AS |
|           | 1    | INITIAL ISSUE | 10/09/2026 | AS |
| REVISIONS |      |               |            |    |







TYPE - SL2

| ZONE | REV. | DESCRIPTION   | DATE       | BY |
|------|------|---------------|------------|----|
|      | 3    | DOOR & PLATE  | 15/09/2026 | AS |
|      | 2    | TWIN ARM REV  | 11/09/2026 | AS |
|      | 1    | INITIAL ISSUE | 10/09/2026 | AS |

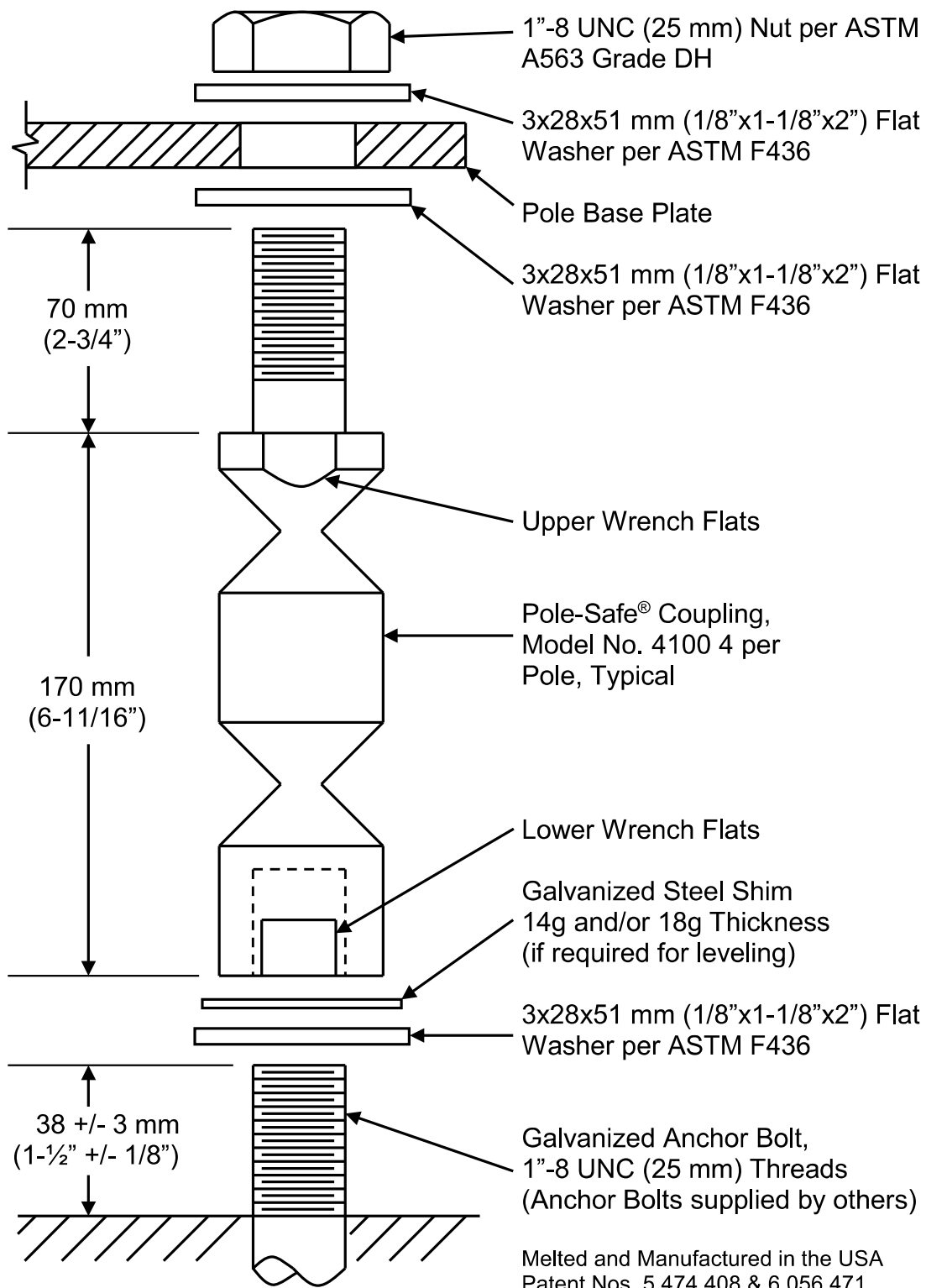
|                                                                 |
|-----------------------------------------------------------------|
| TOLERANCE OF DIMENSIONS AND GEOMETRY UNLESS OTHERWISE SPECIFIED |
| 0 DECIMAL PLACES ±                                              |
| 1 DECIMAL PLACE ±                                               |
| 2 DECIMAL PLACES ±                                              |
| ANGULAR ±                                                       |
| REMOVE ALL SHARP CORNERS                                        |
| DIMENSIONS IN MILLIMETRES                                       |

|                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DO NOT SCALE                                                                                                                                                                    |
| THIS DRAWING IS ISSUED BY GREEN FROG SYSTEMS ON THE UNDERSTANDING THAT IT IS STRICTLY CONFIDENTIAL AND MAY NOT BE REPRODUCED OR UTILISED IN ANY WAY WITHOUT PRIOR AUTHORISATION |

|                                                                                     |                                                        |                                                          |
|-------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|
|  | <b>GREEN FROG SYSTEMS</b><br>SOLAR LIGHTING INNOVATION | 503 CROSS KEYS RD<br>CAVAN SA 5094<br>PH: (08) 7200 3909 |
| DRAWN:<br>AS                                                                        | DATE:<br>15/09/2026                                    | FINISH:<br>RAL-6012<br>DARK GREEN                        |
| CHECKED:<br>DM                                                                      | DATE:<br>15/09/2026                                    | MASS:                                                    |
| APPROVED:<br>DW                                                                     | DATE:<br>15/09/2026                                    | PART NUMBER:                                             |

|                                                  |           |
|--------------------------------------------------|-----------|
| ASPIRE 500 DUAL 6' ARM ON 30' ROUND TAPERED POLE |           |
| SHEET: 4 OF 4                                    | ISSUE: 03 |
| DRG No:<br>M-GA015-C                             | A3        |





## SPECIFICATIONS

### Performance Criteria:

1. Pole-Safe® conforms to AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."
2. Pole-Safe® has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."
3. Maximum Allowable Pole Mass = 423 kg (930 lb.) (total, including fixtures).

### Physical Properties per Coupling:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum.
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.
3. Ultimate Restrained Shear Strength = 16.9 kN (3.8 kips), minimum.
4. Ultimate Restrained Shear Strength = 24.4 kN (5.5 kips), maximum.

### Corrosion Protection:

1. Pole-Safe® couplings, nuts, bolts, and washers are galvanized after fabrication in accordance with ASTM A153. All leveling shims are galvanized after fabrication in accordance with ASTM A653.

## Pole-Safe® Model No. 4100 Breakaway Support System for Light Poles



20 Jones Street  
New Rochelle, NY 10801  
914-636-1000  
[www.transpo.com](http://www.transpo.com)

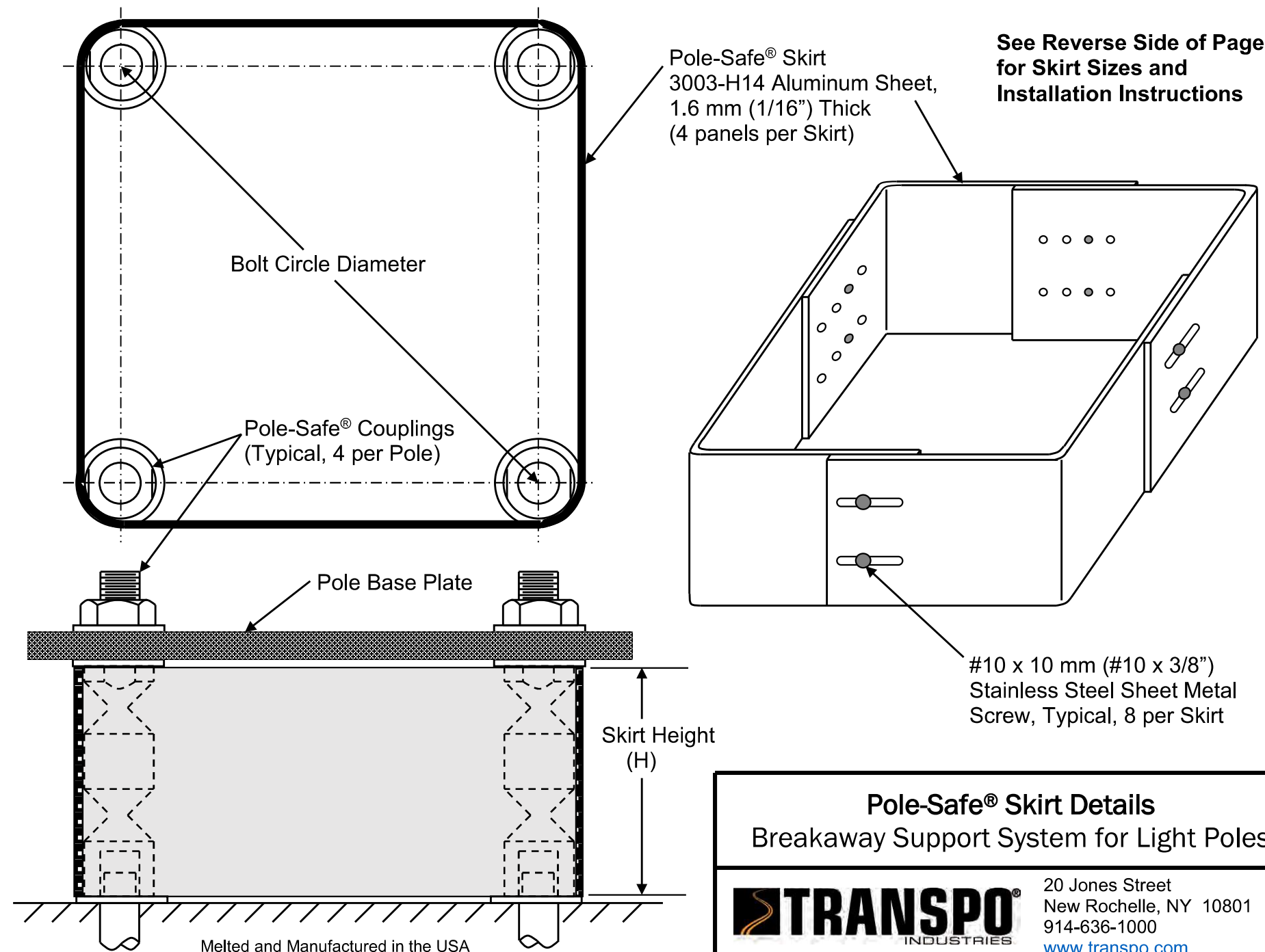


**Pole-Safe® Model No. 4100**  
Breakaway Support System for Light Poles

**INSTALLATION INSTRUCTIONS**

**NOTE:** Proper Installation is essential for the Pole-Safe Breakaway Support System to function correctly as designed.

1. Surface of foundation around anchor bolts must be smooth, flat and free of debris.
2. Existing anchor bolts MUST be sized to the proper projection height as shown on the reverse side of these instructions. Then, anchor bolts shall be cleaned, and if necessary, coated with cold galvanizing material prior to installing Pole-Safe couplings.
3. Install lower flat washers, and thread Pole-Safe couplings on to anchor bolts.
4. If needed, shims are provided for leveling of the pole base plate, and may be installed at the base of the coupling(s). No more than 2 shims shall be installed on any one coupling. For larger adjustments that may be required, install no more than one additional flat washer under the base plate, on the top shank of the coupling(s).
5. Use lower wrench flats to tighten Pole-Safe couplings on to the anchor bolts. Secure couplings as tight as possible using conventional wrenches. Do not use a pipe wrench. Couplings must be seated squarely on the washers, and washers must be seated uniformly on top of the foundation. If necessary, remove coupling and reduce the anchor bolt projection height to allow proper seating of the couplings.
6. Install a flat washer on top of each Pole-Safe coupling, and set the pole with base plate on top of the couplings.
7. Install a flat washer and nut on to each Pole-Safe coupling extended through the pole base plate. If pole is not plumb, install shims and/or washers for proper leveling as described in Step 4 above.
8. Tighten each nut on to pole base plate. Pole-Safe couplings must be held with an additional wrench on the upper wrench flats to prevent an induced torque stress across the necked portion of the couplings. Nuts shall be tightened using the turn-of-nut method in accordance with American Institute of Steel Construction (AISC) procedures (for ASTM A325 and A490 anchor bolts, 1/3 rotation past "snug tight").



## Pole-Safe® Skirt Details

### Breakaway Support System for Light Poles



20 Jones Street  
 New Rochelle, NY 10801  
 914-636-1000  
[www.transpo.com](http://www.transpo.com)



**Pole-Safe®**  
Breakaway Support System for Light Poles

**SKIRT INFORMATION**

**Selection Table:**

| Pole-Safe®<br>Model No. | Bolt Circle Diameter             |                                  | Skirt Height<br>(H)<br>mm (in.) |
|-------------------------|----------------------------------|----------------------------------|---------------------------------|
|                         | 254 mm to 380 mm<br>(10" to 15") | 380 mm to 500 mm<br>(15" to 20") |                                 |
|                         | Skirt Part No.                   | Skirt Part No.                   |                                 |
| 4062                    | SPMKDN-4                         | SPMKDN-4L                        | 146 (5-3/4)                     |
| 4075                    | SPMKDN-4                         | SPMKDN-4L                        | 146 (5-3/4)                     |
| 4100                    | SPMKDN-5                         | SPMKDN-5L                        | 168 (6-5/8)                     |
| 4125                    | SPMKDN-5                         | SPMKDN-5L                        | 168 (6-5/8)                     |
| 5062                    | SPMKDN-1                         | SPMKDN-1L                        | 108 (4-1/4)                     |
| 5075                    | SPMKDN-1                         | SPMKDN-1L                        | 108 (4-1/4)                     |
| 5100                    | SPMKDN-2                         | SPMKDN-2L                        | 127 (5)                         |
| 5125                    | SPMKDN-3                         | SPMKDN-3L                        | 133 (5-1/4)                     |

**Installation Instructions:**

1. Place 4 skirt panels around Pole-Safe Couplings using overlap configuration shown on reverse side of page. All 4 sides of the skirt box should have 2 slots facing outside.
2. Thread 8 sheet metal screws through the outside slots into the closest corresponding holes in the adjacent inside panel.
3. Position panels snug against the Pole-Safe Couplings.
4. Tighten all 8 sheet metal screws.

## Green Frog Systems

### Customer Cleaning & Maintenance Schedule

This schedule outlines all cleaning, maintenance, and care obligations required to preserve product performance and warranty coverage for Green Frog Systems solar lighting products.

#### 1. Upon Delivery / Installation

| Action                                 | Details                                                                                             | Why It Matters                                                                            |
|----------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Inspect galvanised coatings</b>     | Note and report any scratches or chips in the galvanising evident upon delivery to GFS immediately. | Unreported damage at delivery is not covered under warranty.                              |
| <b>Charge / activate battery</b>       | Ensure the battery is stored or charged within 3 months of delivery.                                | Failure to do so voids the warranty.                                                      |
| <b>Put product into continuous use</b> | Ensure the product is in continuous use from the date of delivery.                                  | Failure to have the product in continuous use from delivery voids warranty coverage.      |
| <b>Install SAM software</b>            | Install the Solar Activity Monitoring (SAM) program and confirm connectivity (including Bluetooth). | Software updates protect battery longevity; failure to install updates can void warranty. |
| <b>Review user documentation</b>       | Read all user documentation and maintenance guides provided by GFS.                                 | You are responsible for following specific instructions — non-compliance voids warranty.  |
| <b>Record keeping</b>                  | Begin a maintenance log — retain proof of purchase and all maintenance records.                     | Accurate records of maintenance must be received and maintained; failure voids warranty.  |

#### 2. Monthly Maintenance

| Action                                   | Details                                                                                                                                                                                                  |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Visual inspection of unit</b>         | Check for any visible damage, debris buildup, bird fouling, dirt, salt deposits, insect/animal interference, or physical impact (chips/scratches).                                                       |
| <b>Clean solar panels</b>                | Gently clean solar panel surfaces to remove dust, dirt, bird droppings, tree sap, and debris. Do NOT use abrasive cleaners or solvents — use only mild, non-abrasive cleaning solutions and soft cloths. |
| <b>Clean light fixture &amp; housing</b> | Wipe down the LED light fixture and housing. Avoid abrasive cleaners, solvents, or improper cleaning techniques.                                                                                         |
| <b>Check mounting brackets</b>           | Inspect brackets for signs of loosening, corrosion, or damage from environmental factors.                                                                                                                |
| <b>Monitor battery via SAM</b>           | Check SAM software for battery performance alerts, charge status, and any active warnings or notifications. Do not ignore active warnings.                                                               |
| <b>Environmental check</b>               | Confirm unit is not exposed to standing water, flooding, excessive debris, or obstructions that were not present at installation.                                                                        |

#### 3. Quarterly Maintenance

| Action                      | Details                                                                                                            |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Battery health check</b> | Review battery performance data via SAM. Confirm Depth of Discharge (DoD) is no more than 30% of battery capacity. |

|                                       |                                                                                                                                                                    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Temperature exposure review</b>    | Verify operating temperatures remain within safe ranges:<br>LiFePO4: -20°C to 60°C (-4°F to 140°F)<br>GEL: -10°C to 50°C (14°F to 122°F)                           |
| <b>Corrosion inspection</b>           | Inspect all surfaces (especially in coastal/high-salt environments) for early signs of corrosion, salt buildup, or chemical exposure. Clean and document findings. |
| <b>Software updates</b>               | Check for and install any SAM software updates released by GFS.                                                                                                    |
| <b>Paint &amp; surface inspection</b> | Check painted surfaces for chips, scratches, uneven gloss, or colour changes. Note any areas requiring touch-up.                                                   |

#### 4. Annual Maintenance (Mandatory)

| Action                                | Details                                                                                                                                                                                         | Warranty Requirement                                            |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Paint protection inspection</b>    | Full inspection of all painted surfaces for defects, gloss changes, colour fading, and facade surface condition. Touch up any areas as needed using GFS-approved methods.                       | Yearly inspection is required to maintain paint warranty.       |
| <b>Galvanise coating inspection</b>   | Full inspection of all galvanised steel surfaces for corrosion, chips, or coating breakdown. Repair any damaged areas using GFS-approved zinc-rich solders, spray paints, or brush paints only. | Yearly inspection is required to maintain galvanise warranty.   |
| <b>Battery capacity assessment</b>    | Review battery performance against the expected degradation schedule (see Section 5). Document remaining capacity.                                                                              | Required to support any future battery warranty claims.         |
| <b>Solar panel performance check</b>  | Verify solar panel output — panels must maintain ≥97% of original value within 10 years and ≥80% within 25 years.                                                                               | Required for solar panel warranty coverage.                     |
| <b>Full system functionality test</b> | Test complete unit operation — lighting, electronics, solar charging, SAM connectivity.                                                                                                         | Defects must be reported within the warranty period.            |
| <b>Update maintenance log</b>         | Record all inspection findings, repairs, cleaning, and any issues reported to GFS.                                                                                                              | Accurate maintenance records are required to preserve warranty. |

#### 5. Battery Expected Performance Reference

Use these tables during annual battery assessments to verify performance is within warranty thresholds.

##### LiFePO4 Batteries

| Year | Capacity Degradation (%) | Expected Remaining Capacity |
|------|--------------------------|-----------------------------|
| 1    | 5%                       | ≥ 95%                       |
| 2    | 10%                      | ≥ 90%                       |
| 3    | 15%                      | ≥ 85%                       |
| 4    | 20%                      | ≥ 80%                       |
| 5    | 25%                      | ≥ 75%                       |

##### GEL Batteries

| Year | Capacity Degradation (%) | Expected Remaining Capacity |
|------|--------------------------|-----------------------------|
| 1    | 15%                      | ≥ 85%                       |
| 2    | 30%                      | ≥ 70%                       |
| 3    | 45%                      | ≥ 55%                       |

## 6. Critical Do's and Don'ts

| ✓ DO                                                              | ✗ DON'T                                                       |
|-------------------------------------------------------------------|---------------------------------------------------------------|
| Use only GFS-approved cleaning products and methods               | Use abrasive cleaners, solvents, or harsh chemicals           |
| Use GFS-approved zinc-rich solders/paints for galvanise touch-ups | Use non-GFS-approved parts, fluids, or accessories            |
| Report defects to GFS promptly within the warranty period         | Ignore active SAM warnings or notifications                   |
| Keep battery DoD at or below 30%                                  | Allow unauthorised third parties to open or service batteries |
| Maintain records of all maintenance activities                    | Remove or alter product/part identification labels            |
| Install all SAM software updates                                  | Repaint or modify treated areas without GFS approval          |
| Store products properly if de-installed                           | Leave product uncharged for more than 3 months                |

## 7. Contact Information

### Australia & Oceania

#### **Green Frog Systems Pty Ltd**

Address: 503 Cavan Road

Phone: +61 08 7200 3909

Email: [accounts@greenfrogsystems.com.au](mailto:accounts@greenfrogsystems.com.au)

Web: <https://greenfrogsystems.com.au/contact/>

### USA, Canada & Americas

#### **Green Frog Systems, Inc.**

Address: 1507 Capital Ave, Suite 102, Plano, Texas 75074

Phone: +1 (214) 838-7010

Email: [Support@GreenFrogSystems.com](mailto:Support@GreenFrogSystems.com)

Web: <https://GreenFrogSystems.com/contact/>





## **PRODUCT WARRANTY**

## 1. Who is the Warrantor?

---

Green Frog Systems ('we', 'us', 'our') is committed to designing and providing high-quality solar lighting for roads, pathways and other commercial and community applications.

The applicable Warrantor is listed below:

| Warranty Region         | Contact Information                                                                                                                                                                                   |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Australia / Oceania     | Australia: Green Frog Systems Pty Ltd<br>Address: 503 Cavan Road<br>Phone: +61 08 7200 3909<br>Email: <a href="mailto:sales@greenfrogsystems.com.au">sales@greenfrogsystems.com.au</a>                |
| USA, Canada & Americas? | USA: Green Frog System, Inc.<br>1507 Capital Ave, Suite 102 – Plano, Texas 75074<br>Phone: +1 (214) 838-7010<br>Email: <a href="mailto:Support@GreenFrogSystems.com">Support@GreenFrogSystems.com</a> |

## 2. General Warranty Provisions

---

### APPLICABLE PRODUCTS

This warranty applies to physical goods, and **only** for physical goods, purchased from Green Frog Systems ("Products" or "Goods"). You should not purchase or use your product(s) until you have the terms of this warranty. If you do not agree to the terms of this warranty, do not use the product(s) and return the products within the applicable return period.

### LIMITATIONS AND DISCLAIMER

To the maximum extent permitted by law, including any statutory warranty rights following local laws, Green Frog Systems and its officers, employees, agents, consultants, partners and affiliates expressly disclaims all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the services, including any implied warranty of merchantability, uninterrupted or error-free operation of our products or services, fitness for a particular purpose, non-infringement or our ability to fix, rectify or correct any defects.

For the avoidance of doubt, we do not provide any warranties or guarantees in connection with the installation of the products or any third-party contractor services or products provided with the provision of Green Frog Systems' products.

Green Frog Systems does not authorise any person or entity to create for it any other obligations or liability in connection with this Warranty. The decision of whether to repair, replace or to use a new reconditioned or remanufactured part will be made by Green Frog Systems, in its sole discretion.

### OWNERSHIP TRANSFER

This Warranty is not transferable to any person(s) who subsequently and lawfully assume(s) ownership of the Products after the first retail purchase of our Products.

### WHEN DOES THE WARRANTY PERIOD BEGIN?

Upon invoice of goods unless otherwise agreed by writing.

### 3. What does this limited warranty cover?

---

We warrant that Green Frog Systems' branded Products against defects in materials and workmanship when used normally in accordance with our specifications or published guidelines for a fixed period of time as set out below.

Without prejudice to your rights as set out in this Warranty, the exclusive remedy available to you under this Warranty is the repair or replacement of new, reconditioned, or re-manufactured parts by us for the covered defects. Subject to the exclusions and limitations described in this Warranty, such repair or parts replacement will be performed without cost to you by us when we are notified of the covered defect within the applicable warranty period and are provided with sufficient proof of purchase. However, this will exclude any applicable freight, transport, labour and shipping costs, of which we will promptly notify you.

You may elect to be provided with a replacement Product while the warranty claimed product is being assessed at your own cost. If, in our discretion, the warranty claimed product is deemed to be defective in accordance with this Warranty, we will provide you with a credit for the replacement Product provided to you during the assessment period, less any freight, transport and shipping costs. Alternatively, should it be assessed that the product is not covered by this Warranty or is otherwise not defective, you will be charged full price for the replacement Product provided during the assessment period.

Repairs will be performed using new, reconditioned, or re-manufactured parts at our sole discretion. All replaced parts or other components are the exclusive property of Green Frog Systems unless otherwise provided under applicable law. In the event that we are unable to repair, replace or supply an equivalent Product, you may return the Product to us for a full refund of the price of the Product less any pro-rata usage, less any shipping, freight and handling costs.

#### Lighting Systems

|                                  | All Products |
|----------------------------------|--------------|
| <b>Complete Unit<sup>#</sup></b> | 5 years      |
| <b>Mounting Brackets</b>         | 5 years      |
| <b>LED Light Fixture</b>         | 5 years      |
| <b>Electronics</b>               | 5 years      |
| <b>Solar Panels*</b>             | 25 years*    |

<sup>#</sup>battery warranty outlined in subsequent sections.

\*Our warranty for Solar Panels is subject to the solar panel maintaining the following standard test conditions:

- Solar Panels with a minimum of 97% of the original value within **ten (10) years** from purchase.
- Solar Panels with a minimum of 80% of the original value within **twenty-five (25) years** from purchase.

#### Batteries

##### Total Failure Warranty

GFS provides a total failure warranty for battery replacement. Total battery failure refers to a complete and irreversible loss of electrical energy storage and supply capabilities for the battery. After a full charge when tested, the battery's voltage output is zero, indicating its inability to provide power:

|                               | LiFePO <sub>4</sub> | GEL     |
|-------------------------------|---------------------|---------|
| <b>Total Failure Warranty</b> | 5 years             | 3 years |

## Performance Warranty

A batteries performance naturally degrades over time and is affected by many different factors (outlined below). GFS offers a Performance Warranty where if the battery falls outside of total failure battery warranty guidelines. If the battery, within the timeframe listed below falls below this, a portion of the cost of the battery will still be covered by GFS with the remainder covered by the customer.

|                                 | <b>LiFePO<sub>4</sub></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Battery Prorata Schedule</b> | 0 – 1 years: 100% credit (customer pays 0% of the replacement battery price)<br>1 – 2 years: 75% credit (customer pays 25% of the replacement battery price)<br>2 – 3 years: 50% credit (customer pays 50% of the replacement battery price)<br>3 – 4 years: 30% credit (customer pays 70% of the replacement battery price)<br>4 – 5 years: 15% credit (customer pays 85% of the replacement battery price)<br>5+ years: 0% credit (customer pays 100% of the replacement battery price) |

|                                 | <b>GEL</b>                                                                                                                                                                                                                                                                                                                |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Battery Prorata Schedule</b> | 0 – 1 years: 100% credit (customer pays 0% of the replacement battery price)<br>1 – 2 years: 50% credit (customer pays 50% of the replacement battery price)<br>2 – 3 years: 25% credit (customer pays 75% of the replacement battery price)<br>3+ years: 0% credit (customer pays 100% of the replacement battery price) |

Our warranty for batteries is subject to the battery having had or maintained a minimum performance as per the below tables and must be proven that the batteries have had limited exposure to the factors that degrade them.

## Battery Performance

We warrant that the performance life of our batteries is to be maintained as per below table for systems supplied with LiFePO<sub>4</sub> and GEL systems where battery DoD (Depth of Discharge) is no more than 30% of battery capacity and under operating conditions known not to degrade the battery life prematurely.

Battery Degradation for **LiFePO<sub>4</sub>** battery technology

| <b>Year</b> | <b>Capacity Degradation (%)</b> | <b>Remaining Capacity (%)</b> |
|-------------|---------------------------------|-------------------------------|
| <b>1</b>    | 5%                              | 95%                           |
| <b>2</b>    | 10%                             | 90%                           |
| <b>3</b>    | 15%                             | 85%                           |
| <b>4</b>    | 20%                             | 80%                           |
| <b>5</b>    | 25%                             | 75%                           |

Battery Degradation for **GEL** batteries

| <b>Year</b> | <b>Capacity Degradation (%)</b> | <b>Remaining Capacity (%)</b> |
|-------------|---------------------------------|-------------------------------|
| <b>1</b>    | 15%                             | 85%                           |
| <b>2</b>    | 30%                             | 70%                           |
| <b>3</b>    | 45%                             | 55%                           |

Our warranties for battery performance are only valid for batteries that have been exposed to ambient temperature during the operation of the Products, within such temperature:

- (a) Lithium batteries: not falling below -20°C or exceeding 60°C (-4°F - 140°F)
- (b) GEL batteries: not falling below -10°C or exceeding 50°C (14°F - 122°F)

For claims specific to battery capacity where it can be clearly and definitively demonstrated that the battery issue falls under a warranty claim, any replacement battery will be in a condition appropriate to the age and condition of the relevant Product sufficient to achieve or exceed the minimum battery capacity for the remainder of the warranty period of the original battery, of which decision will be at the sole discretion of Green Frog Systems.

Green Frog Systems has the right to self-determine if a battery is in warranty terms based on the location of the product, where excessive temperatures, corrosion, flooding, Depth of Discharge (DoD), or where unit has been used in an Energy storage capacity or other factors have caused the battery to degrade prematurely. A client can opt to have the battery tested at their own cost independently using GFS approved charge and discharge methods to determine % of degradation.

Please note that the measurement methods used to determine battery capacity, and the decision of whether to repair, replace, or provide reconditioned or re-manufactured parts, and the condition of any such replaced, reconditioned or re-manufactured parts, are at the sole discretion of Green Frog Systems.

Damage resulting from the intentional actions (including intentionally abusing or destroying any Products or ignoring active warnings or notifications), or the servicing or opening of the battery by a third-party who is not Green Frog Systems or related personnel, is not covered under this Warranty.

Batteries will experience gradual energy or power loss with time and use. Loss of battery energy or power over time or due to or resulting from battery usage is not covered under this Warranty, except to the extent specified in this Warranty.

Your Products may be connected to a solar monitoring program or software, including any relevant Bluetooth technologies. This may provide new features and improvements to your Products, including updates to protect and improve battery longevity. Any noticeable changes to the performance of the battery due to these software updates are not covered under this Warranty.

### **Software Programs**

| <b>Software Programs</b>                       | <b>Warranty Period</b> |
|------------------------------------------------|------------------------|
| <b>Solar Activity Monitoring (SAM) Program</b> | 5 year                 |

We warrant that our Software Program for the above warranty period will operate and perform in accordance with its specifications to enable you to manage and monitor your lighting Products.

During the Warranty Period, we will provide any software update program services in connection with the Software Programs without charge to you.

In the event that a Software Program or its related program services are no longer available or have been discontinued, the warranty period will automatically expire.

### **Paint Protection**

Our Warranty covers a 5 year period for defects and issues that may arise with the paint protection application during normal and intended use for GFS branded products only.

The warranty ensures that any changes in gloss, colour, or facade surface due to environmental effects and sunlight exposure will appear evenly across each individual surface. For all environments a yearly inspection is required to ensure any touched up area is suitably maintained.

The paint and corrosion warranty excludes 3<sup>rd</sup> party (non-GFS supplied products) where these products will have warranties based on manufacturers guidelines.

### **Galvanise Coatings**

Our Warranty covers a 5 year period for defects in material and workmanship of the galvanized steel products during normal and intended use. This includes protection against corrosion and structural integrity issues that may arise due to manufacturing defects.

Where the product has been galvanized and is manufactured by GFS any scratches or chips in the galvanizing process evident upon delivery must be noted and GFS notified. GFS approved Zinc rich solders, paints by spray can or brush can be accepted for use. For all environments a yearly inspection is required to ensure any touched up area is suitably maintained.

### **4. What does this limited warranty not cover?**

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The Warranties in this document do not cover any damage or malfunction directly or indirectly caused by, due to or resulting from normal wear tear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to:

- (a) Failure to make repairs or service the Products as recommended by Green Frog Systems upon discovery of a defect covered by this Warranty;
- (b) accidents, collision, or objects striking the Products;
- (c) any repair, alteration or modification of the Products that was made inappropriately, or the installation or use of fluids, parts or accessories, made by a person or facility not authorised or certified to do so;
- (d) improper repair or maintenance (see maintenance guidelines), including, but not limited to, the use of fluids, parts or accessories
- (e) issues arising from improper care, maintenance, or cleaning of the treated area.
- (f) damage caused by abrasive cleaners, solvents, or improper cleaning techniques.
- (g) changes in the appearance of the treated area due to natural aging or exposure to extreme conditions.
- (h) treated areas that have been repainted or modified after the initial application.
- (i) any damage to your Products or Software Program, or any loss or harm to any personal information/data uploaded to your Software Program resulting from any modifications or unauthorised access to your data or software from any source, including, but not limited to, non-Green Frog Systems parts or accessories, modifications, third party applications, viruses, bugs, malware, or any other form of interference or cyber attack;
- (j) theft, vandalism or riots;
- (k) soil density, fire, explosion, earthquake, windstorm, lightning, hail, flood or deep water;

- (l) installation of any Products in locations or premises which contains rough, damaged or hazardous conditions including, but not limited to, curbs, potholes, unfinished roads, debris, other obstacles or for any other purposes for which the Products are not designed for; and
- (m) the environment or an act of God including, but not limited to, airborne chemicals, tree sap, animal or insect droppings, industry fall out, rail dust, salt, hail, floods, wind, (thunder)storms, acid rain, fire, water, contamination, lightning and other environmental conditions.
- (n) uneven effects caused by bird fouling, dirt buildup, debris, salt corrosion, and physical impact (such as chips and scratches during installation).
- (o) any damage caused by insects or animals.
- (p) exposure to direct flame.

Further, the warranties in this document do **not** apply or cover in circumstances:

- (a) Where the fault or defect is not notified to us within the relevant warranty period;
- (b) The default or defect being a result, whether directly or indirectly, of:
  - (i) An act or omission by you or a third-party, and not by us, including, but not limited to, incorrect or defective installation and misuse of any unauthorised goods or services with the Products including any circumvention of technological measures (i.e. tools which allow others to evade the Software Program's licensing protocol, including any Bluetooth capabilities);
  - (ii) any repairs, modifications, re-installations or re-positioning by any third-party and not by us;
  - (iii) where evidence of long-term exposure to corrosion such as high salt environments where there is no evidence of regular maintenance as per recommended maintenance guidelines;
  - (iv) improper storage of product prior to installation or following de-installation;
  - (v) the removal or return of a Product or any part of a Product under this Warranty, including any consequence of having no light source during the assessment period of a warranty-claimed product;
  - (vi) failure to store or charge the Product within three (3) months of delivery of the Product;
  - (vii) failure to use or have the Product in continuous use from the date of Delivery;
  - (viii) the installation of the Products by a third-party, including any of Green Frog Systems' contractors;
  - (ix) your failure to provide us with true or accurate information which we have relied on to provide you with recommendations, advice or information for your Products; and
  - (x) your decision and approval to purchase a Product from us that has been personally customised and designed to your requested specifications.



## 5. Additional Limitations and Exclusions

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In addition to the above limitations and exclusions, this Warranty does **NOT** cover:

- (a) Corrosion from defects in non-Green Frog System manufactured or supplied materials or workmanship which causes perforation in Products;
- (b) surface or cosmetic corrosion causing perforation in panels or fasteners in Green Frog System Products;
- (c) corrosion caused by, due to, or resulting from accidents, abuse, neglect, improper maintenance or operation of the Products, installation of an accessory to the Products, exposure to chemical substances, or damages resulting from an act of God or nature, fire or improper storage or a corrosive prone environment such as coastal environments;
- (d) non-genuine Green Frog System parts or accessories or their installation, or any damage directly or indirectly caused by, due to, or resulting from, the installation or use of non-genuine Green Frog Systems parts or accessories;
- (e) parts, accessories and charging equipment that were not included in your purchase of our Products; these items may have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
- (f) any additional Green Frog System parts or labour required to repair or service the Products, whether under warranty or otherwise, due to any of the exclusions specified in this Warranty, including but not limited to, hardware or software modifications or non-genuine Green Frog System parts or accessories;
- (g) operating the Products or Software Program in an environment that has not been specified as the 'Specified Operating Environment' or otherwise appropriate web or online browser;
- (h) external flash or other storage or memory devices in connection with the Products or Program Software; and
- (i) maintenance services.

## 6. Damages and Indemnity

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To the maximum extent permitted by law, Green Frog Systems and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill, loss of value, time, income, opportunity or use, emotional distress or harm, commercial loss, death or personal injury claims) arising directly or indirectly out of, or in connection with, our terms of trade and provision of goods or services to you.

Green Frog Systems shall not be liable for any direct damages in an amount that exceeds the fair market value of the Products at the time of the claim.

## 7. Voided Warranty

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You are responsible for the proper operation, maintenance and care of your Products and Software Programs, including receiving and maintaining accurate records of any maintenance.

Your warranties under this document will be voided if:

- (a) you do not follow the specific instructions and recommendations regarding the use and operation of your Products provided in your user documentation including, but not limited to, installing any relevant Software Program updates;
- (b) products or part identification labels are removed, altered, defaced or destroyed;
- (c) you no longer have clean title, or the products have been sold, designated, labelled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss; or
- (d) you have unauthorised or improper repairs or adjustments including use of any replacement parts not provided by GFS; or
- (e) you have provided us with false or misleading information.

## **8. What do you have to do?**

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Please access and review any relevant maintenance documents provided to you before seeking our warranty service. If your Product is still not functioning properly after making use of these resources, please contact a Green Frog Systems representative using the contact information provided below. During the warranty period, we will endeavour to provide reasonable assistance to you to resolve your warranty claim.

### **CONTACT INFORMATION**

#### **Online Support – Australia & Oceania:**

<https://greenfrogsystems.com.au/contact/>

+61 08 7200 3909

[accounts@greenfrogsystems.com.au](mailto:accounts@greenfrogsystems.com.au)

#### **Online Support – USA, Canada & Americas:**

<https://greenfrogsystems.com/contact/>

Phone: +1 (214) 838-7010

[Support@GreenFrogSystems.com](mailto:Support@GreenFrogSystems.com)

**CITY OF THE COLONY, TEXAS**  
**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A PURCHASE TO FACILITY SOLUTIONS GROUP FOR THE PURCHASE AND INSTALLATION OF SOLAR STREET LIGHTS ON MEMORIAL DRIVE BETWEEN STANDRIDGE DRIVE AND FM 423; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to award a purchase to Facility Solutions Group in the amount of \$289,465.00 for the purchase and installation of solar street lights on Memorial Drive between Standridge Drive and FM 423.

**Section 2.** That the City Manager and/or his designee are authorized to award said purchase.

**Section 3.** 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 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Information Technology

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to renew an enterprise GIS license agreement with ESRI for 3 years in the amount of \$42,200.00 per year for a total of \$126,600.00. (Cuellar)

### **Background:**

### **Attachments:**

[ESRI 3-Year Agreement.pdf](#)

[ESRI Sole Source Letter.pdf](#)

[Res. 2026-xxx ESRI GIS License Agreement.doc](#)



September 15, 2026

Mr. David Stoneking  
City of the Colony  
6053 Main St  
The Colony, TX 75056-2062

Dear David,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Alex Van De Water



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 9/15/2026 To: 12/14/2026*

## Quotation # Q-583290

Date: September 15, 2026

Customer # 152434 Contract #

City of the Colony  
IT Dept  
6053 Main St  
The Colony, TX 75056-2062

ATTENTION: David Stoneking  
PHONE: 214-215-5002 x3163  
EMAIL: dstoneking@thecolonytx.gov

| Material                                                                                  | Qty | Term   | Unit Price  | Total        |
|-------------------------------------------------------------------------------------------|-----|--------|-------------|--------------|
| 193205                                                                                    | 1   | Year 1 | \$42,200.00 | \$42,200.00  |
| Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription |     |        |             |              |
| 193205                                                                                    | 1   | Year 2 | \$42,200.00 | \$42,200.00  |
| Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription |     |        |             |              |
| 193205                                                                                    | 1   | Year 3 | \$42,200.00 | \$42,200.00  |
| Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription |     |        |             |              |
| Subtotal:                                                                                 |     |        |             | \$126,600.00 |
| Sales Tax:                                                                                |     |        |             | \$0.00       |
| Estimated Shipping and Handling (2 Day Delivery):                                         |     |        |             | \$0.00       |
| Contract Price Adjust:                                                                    |     |        |             | \$0.00       |
| Total:                                                                                    |     |        |             | \$126,600.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

### For questions contact:

Alex Van De Water

### Email:

avan@esri.com

### Phone:

(909) 793-2853

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



## SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A**  
**List of Products**

**Uncapped Quantities (annual subscription)**

|                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ArcGIS Enterprise Software and Extensions</b><br>ArcGIS Enterprise (Advanced and Standard)<br>ArcGIS Monitor<br>ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer | <b>ArcGIS Enterprise Additional Capability Servers</b><br>ArcGIS Image Server<br><br><b>ArcGIS Online User Types</b><br>ArcGIS Online Viewer User Type<br><br><b>ArcGIS Enterprise User Types</b><br>ArcGIS Enterprise Viewer User Type |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Capped Quantities (annual subscription)**

| <b>ArcGIS Online User Types</b>                                                                                                                                                         |         | <b>ArcGIS Enterprise User Types</b>                                                                                                                                                     |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| ArcGIS Online Contributor User Type                                                                                                                                                     | 20      | ArcGIS Enterprise Contributor User Type                                                                                                                                                 | 20      |
| ArcGIS Online Mobile Worker User Type                                                                                                                                                   | 125     | ArcGIS Enterprise Mobile Worker User Type                                                                                                                                               | 125     |
| ArcGIS Online Creator User Type                                                                                                                                                         | 125     | ArcGIS Enterprise Creator User Type                                                                                                                                                     | 125     |
| ArcGIS Online Professional User Type                                                                                                                                                    | 30      | ArcGIS Enterprise Professional User Type                                                                                                                                                | 30      |
| ArcGIS Online Professional Plus User Type                                                                                                                                               | 30      | ArcGIS Enterprise Professional Plus User Type                                                                                                                                           | 30      |
| <b>ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type</b>                                                                                                     |         | <b>ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type</b>                                                                                                 |         |
| ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst | 30 each | ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst | 30 each |
| <b>ArcGIS Online Apps and Other</b>                                                                                                                                                     |         | <b>ArcGIS Enterprise Apps and Other</b>                                                                                                                                                 |         |
| ArcGIS Location Sharing for ArcGIS Online                                                                                                                                               | 30      | ArcGIS Location Sharing for ArcGIS Enterprise                                                                                                                                           | 30      |
| ArcGIS Online Service Credits                                                                                                                                                           | 75,000  | ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise                                                                                                                       | 20      |

**Other Benefits**

|                                                                                                                                                         |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Number of Esri User Conference registrations provided annually                                                                                          | 3 |
| Number of Tier 1 Help Desk individuals authorized to call Esri                                                                                          | 3 |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement |   |

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CUSTOMER CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**“Case”** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**“Deploy”, “Deployed” and “Deployment”** mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

**“Fee”** means the fee set forth in the Quotation.

**“Maintenance”** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**“Master Agreement”** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**“Product(s)”** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**“Quotation”** means the offer letter and quotation provided separately to Customer.

**“Technical Support”** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**“Tier 1 Help Desk”** means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

**“Tier 1 Support”** means the Technical Support provided by the Tier 1 Help Desk.

**“Tier 2 Support”** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

## SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)  
380 New York Street  
Redlands, CA 92373



**DATE:** January 2, 2026

**TO:** Whom It May Concern

**FROM:** Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

**RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement**

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks



**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A CONTRACT BY AND BETWEEN THE CITY OF THE COLONY AND ESRI, INC FOR A 3 YEAR RENEWAL OF AN ENTERPRISE GIS LICENSE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City and ESRI, Inc. have entered into a contract for the renewal of an enterprise GIS license agreement; and

**WHEREAS**, with this three (3) year contract, the City of The Colony agrees to pay \$42,200.00 per year, totaling \$126,600.00.

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

**Section 1.** The contract 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.

**Section 2.** The City Manager is hereby authorized to execute the contract on behalf of the City of The Colony, Texas.

**Section 3.** This Resolution shall take effect immediately from and after its adoption and shall continue until completion of the services provided by ESRI, Inc. and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Police

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to award a contract to All City Management for school crossing guard services for the 2026-2027 school year in the amount of \$153,430.20. (Foxall)

### **Background:**

All City Management has been the City of The Colony's contract service provider for school crossing guard services for several years. During the FY 26-27 budget process, All City Management quoted \$153,430.20 for services during the 2026-2027 school year.

### **Attachments:**

[The Colony Amendment 2026-2027](#)

[The Colony 25-26 Services Contract - ACMS.pdf](#)

[The Colony Sole Source letter 2026](#)

[Res. 2026-xxx All City Management Contract.doc](#)



**Amendment to Agreement between  
All City Management Services, Inc., and the City of the Colony for providing  
School Crossing Guard Services**

The **City of the Colony** hereinafter referred to as the "Principal" and **All City Management Services, Inc.**, located at 11643 Telegraph Road, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on **September 23, 2026**, as follows:

1.     **Item #1**           **Term.** This Agreement is for a period which commences **August 1, 2026, and ends on June 30, 2027**, and for such a term thereafter as the parties may agree upon.
  
2.     **Item #14**       The Principal agrees to pay the Contractor for services rendered pursuant to this Agreement the sum of **thirty-three dollars (\$33.00)** per hour, per Crossing Guard during the term. Based on a minimum of **ten (10)** sites and upon a projected **(4,649.40)** hours of services the cost shall not exceed **one hundred fifty-three thousand four hundred thirty dollars and twenty cents (\$153,430.20)** per year, unless Contractor fails to perform service.

Except as provided for in **Item #1 and Item #14** all other terms and conditions of the original Agreement and Amendments thereto between the Principal and the Contractor remain in effect.

**City of the Colony**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Demetra Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_



# All City Management Services Inc.

## Client Worksheet 2026 - 2027

Department: 2303001

The Colony, TX

Billing Rate for 2026/2027: \$33.00

### Sites with Traditional Calendar

| Calendar Groups                                                             | Hours/Year |   | Hourly Billing Rate |   | Group Total |
|-----------------------------------------------------------------------------|------------|---|---------------------|---|-------------|
| 6 Sites @ 2.00 hrs/day, 5 days/wk<br>(6 sites x 2.00 hrs/day x 180 days/yr) | 2160       | X | \$33.00             | = | \$71,280.00 |
| 3 Sites @ 3.17 hrs/day, 5 days/wk<br>(3 sites x 3.17 hrs/day x 180 days/yr) | 1710       | X | \$33.00             | = | \$56,430.00 |
| 1 Site @ 4.33 hrs/day, 5 days/wk<br>(1 site x 4.33 hrs/day x 180 days/yr)   | 779.4      | X | \$33.00             | = | \$25,720.20 |

|                     |                        |               |                       |                     |
|---------------------|------------------------|---------------|-----------------------|---------------------|
| <b>TOTAL ANNUAL</b> | <b>PROJECTED HOURS</b> | <b>4649.4</b> | <b>PROJECTED COST</b> | <b>\$153,430.20</b> |
|---------------------|------------------------|---------------|-----------------------|---------------------|



## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated March 26, 2025, and is between the CITY OF THE COLONY (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around August 1, 2025 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City weekly as to personnel ready to deploy. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of The Colony.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.
  - d) Notwithstanding anything to the contrary contained herein, Contractor’s indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-one Dollars and Ninety-eight Cents (**\$31.98**) per hour, per Crossing Guard during the term. Based on a minimum of eleven (11) sites and upon a projected (4,586.40) hours of service the cost shall not exceed One Hundred Forty-six Thousand, Six Hundred Seventy-three Dollars and Seven Cents (\$146,673.07) for the 2025-2026 school year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**CITY**

**CONTRACTOR**

**City of The Colony**

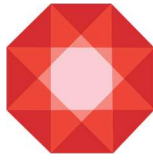
**All City Management Services, Inc.**

By *Phillip Foxall*  
Phillip Foxall (Mar 31, 2025 07:55 CDT)  
Jay Goodson, Assistant Chief of Police

By *Demetra Farwell*  
D. Farwell, Corporate Secretary

Date \_\_\_\_\_

Date March 27, 2025



## ALL CITY MANAGEMENT SERVICES

September 23, 2026

To Whom It May Concern  
City of The Colony Police Department

This letter is to confirm that the service of providing, training, and managing School Crossing Guards is our single/sole source service. All City Management Services (ACMS) is the only company that exclusively provides private Crossing Guard Services. We have diligently and in good faith attempted to identify competitors that solely provide the services associated with and necessary for the operation and management of a full-service Crossing Guard program. To the best of our knowledge, no other company exclusively provides a like service in the State of Texas.

All City Management Services with over forty (40) years of exclusive experience in this industry, is the largest provider of private crossing guard services currently employing over 9,000 Crossing Guards, serving over 330 clients.

Unlike any other potential service provider, ACMS has significant experience as a single service organization specifically founded, organized, and designed to relieve Cities, Police Departments, and School Districts of the responsibilities and concerns of operation and managing a Crossing Guard program. This includes personnel recruitment, background clearances, training, equipment, payroll functions, providing substitute guards, local supervision, administrative functions, investigating any community complaints, problem resolution, ongoing communication with school staff and site safety inspections. In training Crossing Guards, ACMS utilizes its proprietary "Employee Handbook for School Crossing Guards". ACMS performance standards and training procedures are now serving as the model for Safe Routes to School Crossing Guard Training Guidelines.

If you desire additional information, please do not hesitate to contact me at 800-540-9290 or visit our website at [www.TheCrossingGuardCompany.com](http://www.TheCrossingGuardCompany.com) . Thank you for your interest in our services.

Sincerely,

Brian Brooks  
Chief Operating Officer

*"Keeping Kids Safe"*

**CITY OF THE COLONY, TEXAS**  
**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT TO ALL CITY MANAGEMENT FOR SCHOOL CROSSING GUARD SERVICES FOR THE 2026-2027 SCHOOL YEAR; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to execute a contract with All City Management for school crossing guard services for the 2026-2027 school year; and

**WHEREAS**, with this contract, the City of The Colony agrees to the services not to exceed the amount of \$153,430.20.

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

**Section 1.** The Contract, 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.

**Section 2.** The City Manager is hereby authorized to execute the contract on behalf of the City of The Colony, Texas, with the terms and conditions as stated therein.

**Section 3.** This Resolution shall take effect immediately from and after its adoption and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Police

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to award a purchase to Defender Supply to purchase and upfit four marked police patrol vehicles in the amount not to exceed \$349,436.00 utilizing the Sheriff's Association of Texas Cooperative Contract #871465 for the vehicles and the Tarrant County Cooperative Contract #F2024-117. (Foxall)

### **Background:**

This purchase was approved in the FY26-27 Budget Approval and complies with our purchasing policy. The contract will allow us to replace four marked patrol vehicles that are beyond their useful life. The purchase will be made through Defender Supply and Defender will pay Holiday Chevrolet for the vehicles. The vehicles cost \$\$221,199.94 and the upfitting will cost \$128,236.06.

### **Attachments:**

[Defender Quote](#)

[Res. 2026-xxx Defender Supply PD Vehicle.docx](#)



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

|             |                            |
|-------------|----------------------------|
| Date        | 9/25/2026                  |
| Estimate #  | 45987                      |
| Estimate By | George Severe              |
|             | george@defendersupply.c... |
|             | 903-771-0845               |



| Bill To                                                        |
|----------------------------------------------------------------|
| The Colony TX PD<br>5151 N Colony Blvd<br>The Colony, TX 75056 |

|                  |                          |
|------------------|--------------------------|
| Customer Contact | Jay Goodson              |
| Customer Phone   | 972-624-3938 Asst. Ch    |
| Customer E-mail  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Vehicle Base Color - Black |            |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|------------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Qty                        | Price      | Total      |
| <p>Black 2027 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle (CC10706) - with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Heavy-Duty, Police-Rated Suspension &amp; Front Skid Plates. Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Open, Lock &amp; Push-to-Start Ignition, Cruise Control, 17.7" diagonal advanced color LCD display with Wireless Google Android built-in compatibility &amp; Apple CarPlay, HD Surround Vision, Rear Park Assist &amp; Rear Pedestrian Alert, Heated driver &amp; front passenger seats, Rain Sensing Wipers, OnStar with Bluetooth Connectivity &amp; Tri-Zone Automatic HVAC. (Spotlight is optional)</p> <p>Each Unit Sold for \$55,300.00</p> <p>FAN # 871465 BID # 745220</p> <p>Includes Options:<br/>Additional Key FOBs<br/>Remote Start<br/>Vinyl Rear Seat<br/>License Plate Front Mounting Bracket<br/>Spotlight is on Work Order below</p> <p>Make Payment to:<br/>Johnson-Grayson Automotive, Inc., DBA Holiday Chevrolet<br/>1009 Highway 82 West<br/>Whitesboro, Tx 76273</p> <p>*** Customer understands General Motors has not released pricing on the 2027 Chevrolet Police Vehicles &amp; pricing could change &amp; increase.***</p> <p>Tahoe Lightbar Patrol Unit #'s 2701, 2702, 2703 &amp; 2704</p> <p>GM Order #'s</p> <p>The Colony TX PD - PO # Signed Est Received on 08/05/26 in the amount of \$349,436.00 &amp; the Chief will email us Purchase orders on October 1, 2026 - Each unit is \$87,359.00 - George</p> <p>Note: Each unit is \$87,359.00 times 4 + \$349,436.00 total</p> | 4                          | 55,299.985 | 221,199.94 |

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.

**Vehicle & Emergency Equipment Total**

\*\* All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour \*\*

Signature



**845 FM 407 W  
Argyle, TX 76226**

|                         |                          |
|-------------------------|--------------------------|
| <b>Customer Contact</b> | Jay Goodson              |
| <b>Customer Phone</b>   | 972-624-3938 Asst. Ch    |
| <b>Customer E-mail</b>  | jgoodson@thecolonytx.gov |

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Signature



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

|             |                            |
|-------------|----------------------------|
| Date        | 9/25/2026                  |
| Estimate #  | 45987                      |
| Estimate By | George Severe              |
|             | george@defendersupply.c... |
|             | 903-771-0845               |



| Bill To                                                        |
|----------------------------------------------------------------|
| The Colony TX PD<br>5151 N Colony Blvd<br>The Colony, TX 75056 |

|                  |                          |
|------------------|--------------------------|
| Customer Contact | Jay Goodson              |
| Customer Phone   | 972-624-3938 Asst. Ch    |
| Customer E-mail  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Vehicle Base Color - Black |           |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------|-----------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qty                        | Price     | Total     |
| <b>DS Package- TAHOE Marked Patrol CORE Base Package</b><br><br>- Whelen 54" Legacy WeCanX DUO Lightbar with Integrated V2V Sync, Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Photo Cell Daylight Sensing, Low Power (R/W, B/W Front And Side, R/A, B/A Rear) with Strap Kit.<br><br>- Core Controller, Output Expansion Module, OBDII Scanport, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard.<br><br>- Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 1 on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.<br><br>- 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.<br><br>- 1 Front Cabin and 2 Hatch Dome Lights with On/Off Switches.<br><br>- Contoured Police Console With Dual Cup Holder, Arm Rest, 12V Power Outlets and 2 Magnetic Mic Clips.<br><br>- Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System.<br><br>- All Defender Supply Built Units are built using a Wiring Harness produced on a Wiring Harness Machine to give a Continuous Run instead of Splicing Wires together and many of the lights we use are ordered from the manufacturers with Plugs on the ends of the Wiring Harness all for improved Reliability & Longevity.<br><br>- Includes Installation. | 4                          | 11,080.00 | 44,320.00 |
| <b>DS Package- TAHOE Driver Side LED Spot Light</b><br><br>Includes Installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 4                          | 585.00    | 2,340.00  |
| <b>DS Package- Push Bumper Pioneer Flood Light Package</b><br><br>Includes 1 Dual Panel Pioneer Flood/Spotlight, Mounted on the Center of the Push Bumper. Controlled by Separate Switch. Includes Brackets, Harness and Installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4                          | 875.00    | 3,500.00  |

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**Vehicle & Emergency Equipment Total**

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Signature





# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

|             |                            |
|-------------|----------------------------|
| Date        | 9/25/2026                  |
| Estimate #  | 45987                      |
| Estimate By | George Severe              |
|             | george@defendersupply.c... |
|             | 903-771-0845               |



| Bill To                                                        |
|----------------------------------------------------------------|
| The Colony TX PD<br>5151 N Colony Blvd<br>The Colony, TX 75056 |

|                  |                          |
|------------------|--------------------------|
| Customer Contact | Jay Goodson              |
| Customer Phone   | 972-624-3938 Asst. Ch    |
| Customer E-mail  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                                                                                                                                                                                                                                       | Vehicle Base Color - Black |          |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------|----------|
| Description                                                                                                                                                                                                                                                                     | Qty                        | Price    | Total    |
| DS Package- Dual Tone Siren Package for CORE<br>Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.                                                                                                                                                                 | 4                          | 671.00   | 2,684.00 |
| DS Package- TAHOE Low Frequency Siren Package for CORE<br>Includes Amp, 2 Subwoofer Speakers, Brackets Programmed to run 60 Seconds. Includes Installation.<br>Tech: Please make headlights & taillights flash.                                                                 | 4                          | 1,005.00 | 4,020.00 |
| ---Customer Supplied Radio Information---                                                                                                                                                                                                                                       |                            | 0.00     | 0.00     |
| Radio make: Motorola<br>Radio model: Motorola APEX 6500<br>1 or 2-piece: One<br>Control head info:<br>Frequency: 800MHz - Customer Supplied Shark Fin Roof Antenna<br>Customer Supplied Docking Station                                                                         |                            |          |          |
| DS Package- Computer Stand Console Mount<br>Heavy Duty Telescoping Pole, Slide Out Locking Swing Arm & Docking Station Adapter Plate Mount. Includes Installation.                                                                                                              | 4                          | 495.00   | 1,980.00 |
| DS Package- TAHOE Mirror Side Lighting Package<br>Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation.                                                           | 4                          | 675.00   | 2,700.00 |
| DS Package- Rear Side Window Lighting Package<br>Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window Top. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core Only). Includes Installation. | 4                          | 555.00   | 2,220.00 |

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**Vehicle & Emergency Equipment Total**

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Signature



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

|                    |                            |
|--------------------|----------------------------|
| <b>Date</b>        | 9/25/2026                  |
| <b>Estimate #</b>  | 45987                      |
| <b>Estimate By</b> | George Severe              |
|                    | george@defendersupply.c... |
|                    | 903-771-0845               |



| Bill To                                                        |
|----------------------------------------------------------------|
| The Colony TX PD<br>5151 N Colony Blvd<br>The Colony, TX 75056 |

|                         |                          |
|-------------------------|--------------------------|
| <b>Customer Contact</b> | Jay Goodson              |
| <b>Customer Phone</b>   | 972-624-3938 Asst. Ch    |
| <b>Customer E-mail</b>  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                                                                                                                                                                                                                                                                                                                                                                                                                | Vehicle Base Color - Black |          |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------|----------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty                        | Price    | Total    |
| DS Package- TAHOE Traffic Advisor Package for CORE<br><br>- 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets.<br><br>- 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation. | 4                          | 1,858.00 | 7,432.00 |
| DS Package- Rear Bumper Lighting Package<br><br>Includes 2, Rear Facing Tri Color Super LED Light Heads (R/B/W) Mounted Horizontal on Rear Bumper. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake Functions Available (Core Only). Includes Installation.                                                                                                                                                                              | 4                          | 500.005  | 2,000.02 |
| DS Package- TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.                                                                                                                                                                                                                                                                                         | 4                          | 1,025.00 | 4,100.00 |
| DS Package- Surface Mount Dual Weapon Universal Cuff Locks with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.                                                                                                                                                                                                                                                                                                     | 4                          | 625.00   | 2,500.00 |
| DS Package- TAHOE Cargo Barrier with Mesh Window and Plastic Prisoner Seat with Center Pull Seat Belt System<br><br>Includes Shipping and Installation.                                                                                                                                                                                                                                                                                                  | 4                          | 1,790.00 | 7,160.00 |
| DS Package- TAHOE Steel Window Guards<br><br>Includes Shipping and Installation.                                                                                                                                                                                                                                                                                                                                                                         | 4                          | 290.00   | 1,160.00 |
| DS Package- TAHOE Prisoner Door Panels<br><br>Includes Shipping and Installation.                                                                                                                                                                                                                                                                                                                                                                        | 4                          | 312.50   | 1,250.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1                          |          | 0.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |          | 1,250.00 |

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## Vehicle & Emergency Equipment Total

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Signature



# DEFENDER SUPPLY™

845 FM 407 W  
Argyle, TX 76226

|             |                            |
|-------------|----------------------------|
| Date        | 9/25/2026                  |
| Estimate #  | 45987                      |
| Estimate By | George Severe              |
|             | george@defendersupply.c... |
|             | 903-771-0845               |



| Bill To                                                        |
|----------------------------------------------------------------|
| The Colony TX PD<br>5151 N Colony Blvd<br>The Colony, TX 75056 |

|                  |                          |
|------------------|--------------------------|
| Customer Contact | Jay Goodson              |
| Customer Phone   | 972-624-3938 Asst. Ch    |
| Customer E-mail  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Vehicle Base Color - Black |            |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------|-----------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Qty                        | Price      | Total     |
| DS Package- Rear Seat Dome Light<br><br>Includes (2) Two 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Independent Switches Mounted on the C-pillar for each Corresponding Side. Includes Installation.                                                                                                                                                                                                                                                             | 4                          | 370.00     | 1,480.00  |
| DS Package- Duty/Personal-Size Rechargeable Metal Multi-Function Flashlight.<br><br>-LED Illumination Rated at 650 Lumens. A 200 Lumens Unfocused Floodlight is Integrated into the Housing. Flashlight Switches Provide Momentary or Constant-On Functionality with User-Selectable High, Medium or Low-Brightness Settings as well as a Disorienting Strobe.<br><br>- Mounted to the Driver Side of the console, Up & Down. Move Police Radio Mic back away from the Flashlight plz.                     | 4                          | 330.00     | 1,320.00  |
| DS Package- TAHOE Premium Single Drawer Storage Box<br><br>Includes Shipping and Installation.                                                                                                                                                                                                                                                                                                                                                                                                             | 4                          | 1,890.0075 | 7,560.03  |
| Stalker DSR - Front & Rear Antenna Radar Unit with Remote and Vehicle Specific Brackets<br><br>Includes Installation.                                                                                                                                                                                                                                                                                                                                                                                      | 4                          | 3,872.995  | 15,491.98 |
| Standard Reflective Patrol Vehicle Graphic Kit for The Colony Police's Black 2027 Chevy Tahoe (Don't forget the unit number on the Front Bumper Corner & Roof Top)<br><br>(Standard blue and white version of graphic kit) *Chevrons on rear hatch to be blue.<br><br>The Colony Texas Graphics Supplied by Grafix Shoppe Estimate # 161897 on 080426 - New Unit #'s for the 2027 year model Tahoes will be: 2701, 2702, 2703 & 2704<br>Professional Installation Graphics by Mike Glass @ Defender Supply | 4                          | 1,049.9975 | 4,199.99  |
| Window Tint - For Two Front Windows                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4                          | 253.00     | 1,012.00  |
| Wash and Prepare Vehicle for Delivery to Customer                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4                          | 80.00      | 320.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4                          | 100.00     | 400.00    |

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Signature

**DEFENDER SUPPLY™**

845 FM 407 W  
Argyle, TX 76226

|             |                            |
|-------------|----------------------------|
| Date        | 9/25/2026                  |
| Estimate #  | 45987                      |
| Estimate By | George Severe              |
|             | george@defendersupply.c... |
|             | 903-771-0845               |



| Bill To                                                        |
|----------------------------------------------------------------|
| The Colony TX PD<br>5151 N Colony Blvd<br>The Colony, TX 75056 |

|                  |                          |
|------------------|--------------------------|
| Customer Contact | Jay Goodson              |
| Customer Phone   | 972-624-3938 Asst. Ch    |
| Customer E-mail  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                          | Vehicle Base Color - Black |        |          |
|--------------------------------------------------------------------|----------------------------|--------|----------|
| Description                                                        | Qty                        | Price  | Total    |
| Misc. Shop Supplies                                                | 4                          | 30.00  | 120.00   |
| Shipping of Above Emergency Parts for Upfit                        | 4                          | 150.00 | 600.00   |
| Installation of Customer Supplied Equipment                        | 54.4                       | 140.00 | 7,616.00 |
| Police Radio, Motorola APEX 6500 1-Piece                           |                            |        |          |
| Radio Speaker                                                      |                            |        |          |
| Radio Mic                                                          |                            |        |          |
| Radio Wiring Harness                                               |                            |        |          |
| Havis Docking Station with Power                                   |                            |        |          |
| Shark Fin Roof Antenna                                             |                            |        |          |
| Axon Trigger Sheet                                                 |                            |        |          |
| Axon Fleet 3 Video Camera System - Removed from Donor Unit         |                            |        |          |
| Cradle Point & Cradle Point Roof Antenna - Removed from Donor Unit |                            |        |          |
| (Price Includes Removal of Axon Systems in Donor Units)            |                            |        |          |
| Customer to Pick Up Vehicle(s)                                     |                            |        |          |

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Signature

**DEFENDER SUPPLY™**

845 FM 407 W  
Argyle, TX 76226

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| Estimate #  | 45987                      |
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| Customer E-mail  | jgoodson@thecolonytx.gov |

| 2027 Chevrolet Tahoe 9...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Vehicle Base Color - Black |           |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------|-----------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty                        | Price     | Total     |
| jgoodson@thecolonytx.gov<br><br>The Colony TX PD - Work Order # - Requesting Customer Supplied Parts<br><br>Hi Chief,<br>I am being asked by the service department to have your customer supplied equipment shipped to us. Please mark the box(s) with "WO # " so we can get your equipment checked in correctly. I show you are supplying the following equipment:<br><br>Installation of Customer Supplied Equipment<br><br>Police Radio, Motorola APEX 6500 1-Piece<br>Radio Speaker<br>Radio Mic<br>Radio Wiring Harness<br>Havis Docking Station with Power<br>Shark Fin Roof Antenna<br>Axon Trigger Sheet<br><br>Axon Fleet 3 Video Camera System - Removed from Donor Unit<br>Cradle Point & Cradle Point Roof Antenna - Removed from Donor Unit<br><br>Please ship to:<br><br>Defender Supply Parts Department – WO #<br>845 FM 407 West<br>Argyle, Texas 76226<br>Office (903) 771-0845<br><br>Thanks, George |                            |           |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            | -1,249.96 | -1,249.96 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |           |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |           |           |

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|                                                |                     |
|------------------------------------------------|---------------------|
| <b>Vehicle &amp; Emergency Equipment Total</b> | <b>\$349,436.00</b> |
|------------------------------------------------|---------------------|

\*\* All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour \*\*

Signature

Jay Goodson  
Digitally signed by Jay Goodson  
Date: 2026.09.25 11:27:23 -05'00'

**CITY OF THE COLONY, TEXAS**  
**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A PURCHASE TO DEFENDER SUPPLY TO PURCHASE AND UPFIT FOUR MARKED POLICE PATROL VEHICLES; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to award a purchase to Defender Supply in the amount of \$349,436.00 to purchase and upfit four marked police patrol vehicles.

**Section 2.** That the City Manager and/or his designee are authorized to issue said contract.

**Section 3.** 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 THE 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Finance

Item Type: Ordinance

Agenda Section: consent agenda

---

### **Suggested Action:**

Consider approving an ordinance budget amendment to increase the fiscal year 2027 budget of the Hotel/Motel Tax Fund. (Miller)

### **Background:**

Increase the budget in the Hotel/Motel Tax Fund for the purchase of approximately 35,000 toy rubber ducks from The Colony Chamber of Commerce previously used by the Chamber at the Grand Duck Derby event, to be used by the City at a future tourism promoting event.

### **Attachments:**

[Budget Change Form.pdf](#)

[Ord. 2026-xxx Hotel/Motel Tax Fund Tax Budget Amendment.docx](#)



## Budget Change Form

☒ **Budget Amendment**

Increase in appropriation / spending authority within a department of the General Fund, Parks Fund, or Utility Fund, or, for all other funds, within the fund.

☐ **Budget Adjustment**

Transfer of appropriation / spending authority within a department of the General Fund, Parks Fund, or Utility Fund, or, for all other funds, within the fund.

| Fund | Dept | Object | Project | Account Description | Amount<br>Increase / (Decrease) |
|------|------|--------|---------|---------------------|---------------------------------|
|------|------|--------|---------|---------------------|---------------------------------|

|             |    |      |       |                        |           |
|-------------|----|------|-------|------------------------|-----------|
| 715         | 83 | 6390 | 00000 | Miscellaneous Supplies | 10,000    |
|             |    |      |       |                        |           |
|             |    |      |       |                        |           |
|             |    |      |       |                        |           |
|             |    |      |       |                        |           |
|             |    |      |       |                        |           |
|             |    |      |       |                        |           |
|             |    |      |       |                        |           |
| Expenditure |    |      |       |                        | \$ 10,000 |

|                         |  |  |  |  |      |
|-------------------------|--|--|--|--|------|
|                         |  |  |  |  |      |
|                         |  |  |  |  |      |
|                         |  |  |  |  |      |
| Interfund Transfers Out |  |  |  |  | \$ - |

|                     |              |  |  |  |             |
|---------------------|--------------|--|--|--|-------------|
| 715                 | Fund Balance |  |  |  | (10,000)    |
|                     |              |  |  |  | -           |
|                     |              |  |  |  | -           |
|                     |              |  |  |  | -           |
| Ending Fund Balance |              |  |  |  | \$ (10,000) |

|                                 |      |
|---------------------------------|------|
| Change in Budgeted Requirements | \$ - |
|---------------------------------|------|

| Fund | Object | Account Description | Amount<br>Increase / (Decrease) |
|------|--------|---------------------|---------------------------------|
|------|--------|---------------------|---------------------------------|

|         |  |  |      |
|---------|--|--|------|
|         |  |  |      |
|         |  |  |      |
|         |  |  |      |
|         |  |  |      |
|         |  |  |      |
|         |  |  |      |
|         |  |  |      |
|         |  |  |      |
| Revenue |  |  | \$ - |

|                        |  |  |      |
|------------------------|--|--|------|
|                        |  |  |      |
|                        |  |  |      |
|                        |  |  |      |
| Interfund Transfers In |  |  | \$ - |

**Notes**

Positive numbers increase the budget, negative numbers decrease the budget.  
 Round all amounts to the nearest whole dollar.  
 Change in Requirements must equal Change in Resources.  
 Transfers In must equal Transfers Out.

|                              |      |
|------------------------------|------|
| Change in Budgeted Resources | \$ - |
|------------------------------|------|

**Explanation**

Increase the budget in the Hotel/Motel Tax Fund for the purchase of approximately 35,000 toy rubber ducks from The Colony Chamber of Commerce previously used by the Chamber at the Grand Duck Derby event, to be used by the City at a future tourism promoting event.

**Approved By**

**Signature**

Finance Department: \_\_\_\_\_

Department Director: \_\_\_\_\_

City Manager's Office: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CITY OF THE COLONY, TEXAS**  
**ORDINANCE NO. 2026 - \_\_\_\_\_**

**AMENDING THE FISCAL YEAR 2026-2027 BUDGET**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING ORDINANCE 2026-2658, ADOPTING THE FISCAL YEAR 2026-2027 BUDGET OF CITY OF THE COLONY, TEXAS BY PROVIDING FOR AN AMENDMENT TO THE FISCAL YEAR 2026-2027 OPERATING BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Council of the City of The Colony is conducting business pursuant to a budget for fiscal year 2026-2027, heretofore previously adopted by Ordinance No. 2026-2658 on September 1, 2026; and

**WHEREAS**, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

**WHEREAS**, the City Council of the City of The Colony, Texas, finds it in the best interest of the City to increase the budget of the Hotel/Motel Tax Fund by \$10,000; and

**WHEREAS**, the City Council of the City of The Colony, Texas, has reviewed the budget and has determined that a valid municipal purpose is served by such budget amendment.

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

**SECTION 1.            INCORPORATION OF PREMISES.**

That the above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

**SECTION 2.            AMENDMENT AND ADOPTION.**

That the Budget for the fiscal year ending September 30, 2027, heretofore previously adopted by Ordinance No. 2026-2658 duly enacted by the City Council of the City of The Colony, Texas, on September 1, 2026, be and is hereby amended as set forth herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; and the same shall be hereby filed with the City Secretary of the City of The Colony.

**SECTION 3.            BUDGET AMENDMENT.**

That the City Council of the City of The Colony, Texas, finds and determines that the budget of the Hotel/Motel Tax Fund should be increased by \$10,000, thus reducing the fund's ending fund

balance by \$10,000, for the purchase of supplies as indicated in the budget change form attached hereto as **Exhibit A**.

**SECTION 4.            SEVERABILITY CLAUSE.**

It is hereby declared to be the intention of the City Council of The City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 5.            SAVINGS CLAUSE.**

All rights and remedies of the City of The Colony, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting budgets, budget approval or adoption, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6.            EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its date of passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: General Admin

Item Type: Resolution

Agenda Section: consent agenda

---

### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to execute an Energy and Construction Services Contract with Schneider Electric Buildings of America, Inc., in the amount of \$3,185,605.00. (Miller)

### **Background:**

The project covers extensive lighting, HVAC, and BAS (Automated controls systems) throughout many of our facilities. All work to be done with this project has been coordinated with Facilities Maintenance to verify that it is in accordance with the future building plans of each facility. This will ensure no work will be done that will be contrary to the future construction or renovation of current facilities. The total contract amount is \$3,185,605.00. Current capital funds to include budgeted funds for FY 26-27 are available for this project. The savings the project generates will be realized in various ways, through measured and non-measured savings, operations and maintenance savings, and capital cost avoidance. The projected savings over the contract term is \$3,201,652. This is reduced for costs associated with the program administration (PASS fee) and savings verification by a third-party audit firm that will be contracted by the city. These costs reduce the total savings of the project by the PASS program fee (\$10,587 annually w/ CPI escalator, years 3-20) and the third-party auditor (avg. \$4k/yr. years 1-20) to ~\$2.87MM.

### **Attachments:**

[City of the Colony-SE Presentation 9.1.26.pptx](#)

[Energy and Construction Services Contract\\_The Colony 9.4.26.pdf](#)

[Appendix A - Option A Lighting Line by Line.pdf](#)

[Res. 2026-xxx Schneider Electric Buildings of America Inc..doc](#)



# City of the Colony Investment Grade Audit



## Team Introduction



**Brian Davis**

Account Executive



**Charlie Davis**

Account Executive



**Page Bleakley**

Project Development Manager



**Maya Martin**

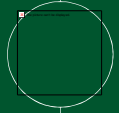
Associate Project Development  
Manager



## Project Priorities



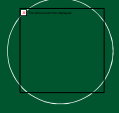
Reduce Energy Costs & Consumption



Modernize City Infrastructure & Facilities



Maximize Operational Efficiency



Demonstrate Wise Financial Stewardship

## Proposed Scope of Work

| Sites                | LED lighting | HVAC upgrades | Building Controls |
|----------------------|--------------|---------------|-------------------|
| Library              |              |               |                   |
| Annex                |              |               |                   |
| Jail                 |              |               |                   |
| Current Rec Center   |              |               |                   |
| Government Center    |              |               |                   |
| Public Works & Fleet |              |               |                   |
| Fire Station #3      |              |               |                   |
| Stewart Creek Park   |              |               |                   |
| Office Creek         |              |               |                   |
| 5 Star Shop          |              |               |                   |
| Fire Station #2      |              |               |                   |
| Aquatic Park         |              |               |                   |
| Animal Shelter       |              |               |                   |
| CVB Building         |              |               |                   |
| Facilities Shop      |              |               |                   |



# Mechanical Solutions

## Current Condition & Challenges

- Increasing repair costs for units beyond useful life (Library has significant needs)
- Comfort issues due to failing equipment
- 20+ year old equipment uses obsolete refrigerant
- Zoning issues with existing 50 ton system at Library

## Recommendations & Impact

- New equipment will reduce maintenance calls for aged/failing equipment
- High efficiency Trane HVAC units will be installed (155 tons of equipment, total)
- **Library system will be re-zoned utilizing 4 smaller tonnage units, will allow for more flexibility during future remodel**

### Existing Roof Top Units



RTU at the Library from 1999



RTUs at the Annex from 2003



Air Cooled CU at the Library from 2001



RTU at the Annex from 2013

| Site    | Age of Equipment | Quantity  |
|---------|------------------|-----------|
| Library | 15 - 25 Years    | (19) RTUs |
| Annex   | 23 Years         | (2) RTUs  |



# Building Lighting Solutions

## Current Condition & Challenges

- Varied types and color temperatures
- Many sites have remaining inefficient, outdated lighting
- Maintenance costs & inconsistent lighting technologies
- High energy usage

## Recommendations & Impact

- 12 sites will be fully updated to LED lighting
- New lighting has a 15+ year useful life
- Over **900 fixtures** to be retrofitted or replaced
- Updated environment & better lighting for staff
- Improved exterior safety and security



### Existing Variety of LED, T8 & HID Fixtures



Library T8 Bulbs



Exterior Aquatic Park HID Bulbs



Fire Station #3 T8 Bulbs



Public Works Burnt out T8

**Schneider**  
Electric



# BAS Solutions

## Current Condition & Challenges

- Inconsistent temperature control across spaces
- Limited system visibility and coordination
- Multiple control platforms and logins, difficult for remote access
- Annex does not have a control system and Jail at PD has a very old system

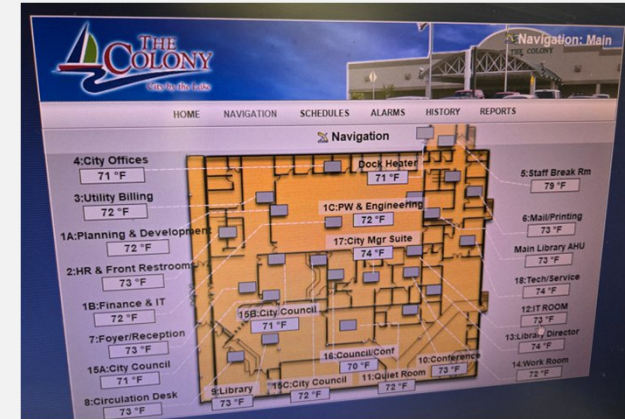
## Recommendations & Impact

- Implement a unified BAS platform using Trane Building Automation
- Standardize equipment, graphics, programming and thermostats for a consistent user experience and efficient service and maintenance
- Enable better remote monitoring and troubleshooting, reduce overtime calls for City staff
- Web-based Trane system has been vetted by City I.T. Team

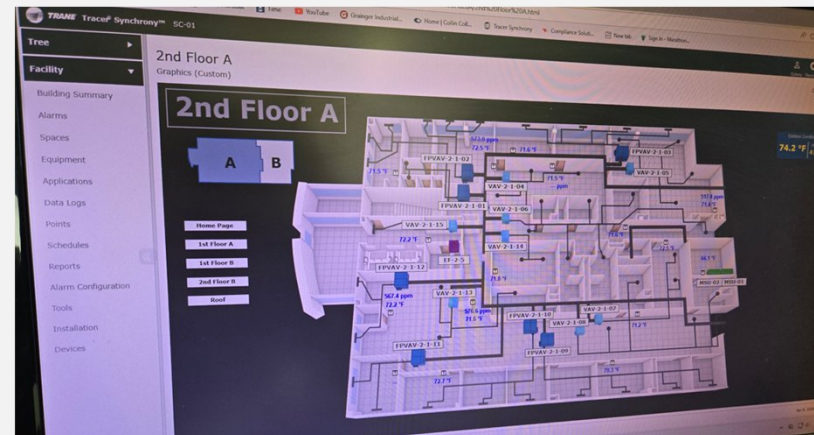
## Variety of Existing Thermostats and BAS Systems



Annex EcoBee System (No BAS)



Library Outdated Control System



Update controls at 5 sites to connect with City Hall Trane Synchrony System

# Project Investment and Savings Summary



| Scope of Work              | Project Investment |
|----------------------------|--------------------|
| HVAC                       | \$2,133,791        |
| Building Lighting          | \$263,483          |
| Building Automation System | \$788,331          |
| Total                      | \$3,185,605        |

**\$2,341,652**

Guaranteed savings over 20 year partnership with 4.5% utility escalation

- Investment price is a firm fixed price including:
- Design/Engineering/Development/Construction Management/Training/Close out
- No change orders



## Next Steps

| Project Milestones                                                                                                               | Timeline Estimate                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Review Potential Scope of Work</b><br>Analyze facilities and operational data to identify opportunities and estimated impact. | April 2026  |
| <b>Present 30% IGA Findings</b><br>Present 30% IGA cost and savings. prioritize scope, make changes as needed                    | May 2026    |
| <b>Present 90% IGA Findings to Council</b><br>Present 90% IGA cost and savings                                                   | September 1, 2026                                                                              |
| <b>Project Financing and Approval</b><br>Present final project to City Council for approval.                                     | October 7, 2026                                                                                |



# Q&A







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**SE** ADVISORY  
SERVICES

## ENERGY AND CONSTRUCTION SERVICES CONTRACT

This Energy and Construction Services Contract is entered into as of October 7, 2026 (the “Effective Date”) by and between Schneider Electric Buildings Americas, Inc. (“ESCO”) and The City of The Colony (“Customer”).

### ARTICLE 1 – DEFINITIONS

- 1.1. “Change Order” means a written document executed by both parties for purposes of modifying the Scope of Work, the Project Price, the Project Time, the PASS Services, the PASS Fees, and/or the Performance Guarantee.
- 1.2. “Contract” means this Energy and Construction Services Contract, together with the following schedules, exhibits, and other documents, each of which is attached hereto and incorporated herein by this reference:

SCHEDULE I: Scope of Work:

SCHEDULE II: Energy Services Schedules:

Schedule II(A): Energy Services Definitions

Schedule II(B): Performance Assurance Support Services Plan

Schedule II(C): Performance Guarantee

Schedule II(D): Measurement & Verification Plan

Schedule II(E): Customer Responsibilities for Performance Guarantee]<sup>1</sup>

- 1.3. “Date of Commencement” means the later of the Effective Date and the date on which ESCO receives payment of the Project Development Costs.
- 1.4. “Deliverables” means the Products, Software, documents, and services provided under this Contract, together with the information and technologies included therein or therewith.
- 1.5. “Energy Services Schedules” means Schedules II(A) – II(E) to this Contract.
- 1.6. “Final Completion” means that Substantial Completion of the Project has been achieved and all Punch List Items have been completed.
- 1.7. “Incentive Funds” mean tax credits, energy efficiency rebates, incentives and/or loan programs for which Customer may apply or otherwise be eligible in connection with the Project.
- 1.8. “Notice” means written notice delivered in accordance with Section 11.1.
- 1.9. “PASS Fee” has the meaning set forth in Schedule II(A).
- 1.10. “PASS Plan” has the meaning set forth in Schedule II(A).
- 1.11. “PASS Services” has the meaning set forth in Schedule II(A).
- 1.12. “Performance Guarantee” has the meaning set forth in Schedule II(A).
- 1.13. “Project” means the materials, equipment, labor, services and improvements to the Project Site(s) to be provided by ESCO in accordance with and subject to the terms and conditions of this Contract, as set forth in the Scope of Work. For the avoidance of doubt, the Scope of Work shall represent the entirety of the intended and agreed upon scope of the Project.
- 1.14. “Project Development Costs” means, collectively, (i) all costs and expenses incurred by ESCO in

connection with designing, developing, or engineering the Project, along with (ii) costs and expenses incurred by ESCO for procurement of equipment, materials, bonds, and other project start-up and mobilization expenses.

- 1.15. “Project Site(s)” means the facilities of the Customer on or at which Work is to be performed, as identified in the Scope of Work.
- 1.16. “Scope of Work” means Schedule I and the contents thereof.
- 1.17. “State” means the state of Texas.
- 1.18. “Substantial Completion” (as used with respect to the Project as a whole or any discrete portion(s) of the Work, as appropriate) means the point at which such Work is operational, ready for use by Customer, and fully complete except for minor adjustments and/or corrections (“Punch List Items”).
- 1.19. “Substantial Completion Letter” means a letter notifying Customer that Substantial Completion has been achieved with respect to the portion of the Work described therein.
- 1.20. “Warranty Period” means one (1) year from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.
- 1.21. “Work” means the services required to be performed by ESCO pursuant to the Scope of Work, whether completed or partially completed, and all materials, equipment, labor and services required to be provided in order for ESCO to perform such services in accordance with the terms and conditions of the Contract. Work may refer to the whole or parts of the Scope of Work.

## ARTICLE 2 - PROJECT PRICE

- 2.1. Project Price. The total price of the Work to be performed by ESCO pursuant to this Contract shall be \$3,185,605.00 (the “Project Price”).
- 2.2. Schedule of Values. ESCO will develop a schedule that delineates the items to be completed pursuant to the Scope of Work and apportions the Project Price among such items (“Schedule of Values”) and shall endeavor to provide such Schedule of Values to Customer within thirty (30) days of the Date of Commencement. Within ten (10) business days of receipt, Customer shall review the Schedule of Values and shall advise ESCO if Customer identifies any items requiring correction or clarification.
- 2.3. Payment of Project Development Costs. Within thirty (30) days of the Effective Date, Customer shall make payment to ESCO for the Project Development Costs, as defined above.
- 2.4. Invoicing and Payment. ESCO shall invoice Customer monthly for progress payments based on the completion to date of items delineated on the Schedule of Values. Amounts invoiced must be paid or disputed by written Notice within thirty (30) days of the applicable invoice date. If ESCO has not received payment of all undisputed amounts within thirty (30) days of the applicable invoice date, then a late penalty equal to one percent (1%) or the late penalty imposed by applicable law will be applied to the overdue amounts each month until paid. Final Payment shall be paid in accordance with Section 6.4 (Final Payment).
- 2.5. Payment of PASS Fees. The PASS Fee and payment of the PASS Fee shall be as set forth in Schedule II(B).



- 2.6. Withholding of Payment. Upon providing written Notice of a payment dispute pursuant to Section 2.4, Customer may withhold payment of amounts otherwise due hereunder (i) if ESCO repeatedly or materially fails, refuses or neglects to fulfill its obligations under this Contract, and (ii) Customer has provided written Notice of default to ESCO detailing the alleged failure, refusal, or neglect, and the failure, refusal, or neglect has not yet been cured.
- 2.7. Taxes. ESCO and Customer agree to take all necessary measures to comply with all tax laws and regulations that apply to this Contract. ESCO shall be responsible for and pay when due all taxes for which ESCO is liable by reason of the performance of this Contract. Customer shall be responsible for and pay when due all taxes, if any, for which Customer is liable by reason of the performance of this Contract. Any changes in foreign exchange rates, sales taxes, tariffs or other taxes, duties or charges occurring after the Effective Date that has an impact on the cost of the Project including any Deliverables or component or part thereof provided by ESCO in connection with the Scope of Work shall be chargeable to the Customer.

### ARTICLE 3 – ESCO’S PERFORMANCE OF THE WORK

- 3.1. Standard of Performance. ESCO shall supervise and direct the Work using such degree of care, skill and attention as is reasonably expected of professionals providing similar services within the State under similar circumstances (such circumstances to include, for example, conditions present at the Project Site(s) and any financial or other constraints applicable to the Project). ESCO shall be solely responsible for coordinating and/or performing all portions of the Work and shall have control over the means, methods, techniques, sequences and procedures used in the performance of the Work, unless the Scope of Work gives other specific instructions concerning these matters. All construction documents that are required to be prepared by ESCO in connection with the Work shall be prepared by qualified personnel and shall be in accordance with applicable codes, regulations, and laws. The ESCO shall remain responsible for all Work performed, whether performed by the ESCO or its Subcontractors.
- 3.2. Labor and Materials. Unless otherwise provided in the Scope of Work, ESCO shall provide and pay for all labor, materials, tools, equipment, machinery, and transportation necessary for the proper execution and completion of the Work. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of ESCO, the parties shall in good faith negotiate such changes (if any) as the parties deem equitable and appropriate under the circumstances and shall memorialize any agreed changes in a Change Order.
- 3.3. Licenses and Compliance with Law. ESCO currently has or shall timely obtain, and shall maintain, all such licenses, permits, qualifications and approvals as it is legally required to hold for performance of the Work. ESCO shall comply with all applicable laws and regulations bearing ESCO’s performance of the Work.
- 3.4. Incentive Funds. ESCO makes no representation, warranty or guarantee that the Project or the performance thereof will entitle the Customer to receive any Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Project Price, unless stated otherwise herein, or the payment timeline associated with payment of the Project Price. Any and all rebate or incentive deposits paid by ESCO will be immediately returned to ESCO when received by Customer.
- 3.5. Regular Working Hours. Work will be performed during normal working hours (meaning 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO holidays) unless the parties specifically agree otherwise in writing. ESCO will use commercially reasonable efforts to minimize disturbances to Customer’s operations while performing the Work.
- 3.6. Safety. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (1) employees performing the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be

incorporated therein, and (3) other property at the Project Site(s) or adjacent thereto.

- 3.7. Clean-Up. ESCO shall keep the Project Site(s) free from accumulation of waste materials and rubbish caused by its performance of the Work. Upon completion of the Work, ESCO shall remove from the Project Site(s) all waste materials and rubbish caused by its performance of the Work, all of ESCO's tools, equipment, machinery, and any surplus materials.
- 3.8. Employees.
- 3.8.1. Responsibility for Employees. ESCO is responsible for the supervision, direction, and control of its employees performing Work on the Project. ESCO shall pay all wages, salaries, and other amounts due its employees in compliance with applicable law.
- 3.8.2. No Unlawful Discrimination. ESCO represents and warrants that it is an equal opportunity employer and agrees that it shall not discriminate in violation of any applicable federal, state, or other law, rule, or regulation, including, but not limited, to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age.
- 3.9. Subcontractors. A "Subcontractor" is a person or entity that has a written contract with ESCO to perform a portion of the Work at the Project Site(s) (such written contract, a "Subcontract").
- 3.9.1. Use of Subcontractors. ESCO may use one or more Subcontractors to perform portions of the Work. If requested in writing by Customer, ESCO shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work.
- 3.9.2. ESCO's Responsibility for Subcontractors. ESCO shall remain ultimately responsible for the performance of its obligations under this Contract and shall be responsible for the acts and omissions of its Subcontractors (and any persons and entities employed by such Subcontractors) in their performance of the Work.
- 3.9.3. Subcontracts. Each Subcontract shall be consistent with the terms and conditions of this Contract and shall require the Subcontractor, to the extent applicable to the scope, quality, character, and manner of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms and conditions of this Contract and to assume all the obligations and responsibilities that ESCO assumes toward Customer thereunder. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Contract.
- 3.9.4. Payment of Subcontractors. ESCO shall timely pay each of its Subcontractors in accordance with their respective Subcontracts and in compliance with applicable law.
- 3.10. Unforeseen Conditions. "Unforeseen Conditions" means and includes any subsurface, concealed, latent or other physical conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions contemplated in the Scope of Work or known by ESCO. In the event ESCO encounters Unforeseen Conditions that impact the Project, ESCO shall inform Customer of such conditions promptly and before such conditions are further disturbed. To the extent ESCO incurs additional costs or delays as a result of Unforeseen Conditions, the parties shall execute a Change Order reflecting an equitable adjustment to the Project Price, the Project Time, and/or the Scope of Work, as appropriate.
- 3.11. Hazardous Materials.
- 3.11.1. Exclusion for Hazardous Materials. The Work to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder, expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials, unless and except to the extent the Scope of Work provides otherwise. As used herein, "hazardous materials" shall be

understood to include, but not be limited to, asbestos, lead, polychlorinated biphenyls (PCBs), mold, petroleum products, and any other material or substance known to have adverse health risks. Customer agrees that all duties and obligations in connection with any hazardous materials located at the Project Site(s) or affecting the Work are strictly the responsibility of Customer, unless and except to the extent ESCO expressly assumes such duties and obligations pursuant to the Scope of Work. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents that, to the best of Customer's knowledge, there are no hazardous materials at the Project Site(s) that will or would reasonably be expected to affect, be affected by, come in contact with, or otherwise impact or interfere with the Work, unless and except to the extent the Scope of Work provides otherwise.

- 3.11.2. Responsibilities Upon Encounter. If, in performing or preparing to perform the Work, ESCO encounters or has reason to suspect the presence of hazardous materials of a different type or in a different amount or location than described in the Scope of Work, ESCO is authorized to immediately cease any and all Work that may be affected thereby, and ESCO will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO's Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Project Price for any increased costs or other charges incurred by ESCO in connection with the exercise of its rights under this paragraph. Unless and except to the extent ESCO expressly assumes any such responsibilities pursuant to the Scope of Work, Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by State law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.
- 3.12. Ownership and Use. The Work and the PASS Services may include the sale to Customer of materials, goods, equipment and/or other tangible personal property ("Products"). Except as otherwise set forth in the Scope of Work, any Products that are included in the Work shall be owned by Customer upon Customer's full payment of the invoice covering such Products. The Work and the PASS Services may also involve the licensing of software or software-as-a-service products, subscriptions and/or other digital content ("Software") to Customer. Except as otherwise set forth in the Scope of Work or Energy Services Schedules, ESCO grants Customer a limited, personal and non-exclusive license to use Software that is included in the Work and/or PASS Services, subject to Customer's timely payment of the Project Price and/or PASS Fees, as applicable, and subject to ESCO's and/or its supplier's standard license agreement(s) for such Software, the terms and conditions of which are hereby incorporated by reference. ESCO shall be under no obligation to provide updates or revisions to such Software except to the extent expressly provided in the Scope of Work or Energy Services Schedules. Notwithstanding the foregoing, nothing in this Contract shall be deemed or construed to result in the Customer acquiring any ownership interest or rights in any intellectual property of ESCO or any third parties.
- 3.13. Infringement. Except as otherwise specified, ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, and other Products and Software provided by ESCO pursuant to the Scope of Work ("IP Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such IP Products and shall hold Customer harmless from loss on account thereof. In the event any IP Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either: (i) procure the right for Customer to continue

using such IP Product, (ii) modify such IP Product to render it non-infringing (provided such modification does not materially degrade the performance or operation of the IP Product), (iii) replace such IP Product with functionally equivalent, compatible, non-infringing IP Product, or (iv) refund or credit the amount paid for the infringing IP Product. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's IP Products being modified or combined with any other design, process, device, material, Product or Software without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing IP Product subject to specific requirements of Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.

- 3.14. Warranty. ESCO warrants to Customer that, for the applicable Warranty Period: (i) the Work to be performed hereunder will conform to the requirements of the Contract and will be performed in accordance with applicable industry standards, (ii) any Products manufactured by ESCO and sold hereunder will be free of defects in workmanship and material, and (iii) any Software licensed hereunder will perform its essential functions (however, for the avoidance of doubt, ESCO does not warrant that the Software will operate uninterrupted or error-free, nor does ESCO warrant that the Software will meet any compatibility requirements not specified in the Scope of Work). Work, Products and/or Software that fail to comply with such standards may be deemed defective. If any Work, Product, and/or Software is proven to be defective within the Warranty Period, ESCO shall re-perform such defective Work, repair or replace such defective Product, and/or update or replace such defective Software, as ESCO deems appropriate. The foregoing warranties do not apply to the extent any Work, Product or Software has been: (i) subject to abuse, misuse, neglect, or accident, (ii) subject to improper operation, maintenance, storage or repair, (iii) subject to damage caused by circumstances beyond ESCO's control, or (iv) manufactured, programmed, installed, modified, or repaired other than by ESCO, on ESCO's behalf, or with ESCO's prior written approval. If a defect is found not to be ESCO's responsibility, standard rates for repair, replacement and/or labor shall apply. With respect to Products not manufactured by ESCO, ESCO will pass on any warranties provided to ESCO by its supplier(s). NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 3.14 (WARRANTY) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND REMEDIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### **ARTICLE 4 – CUSTOMER'S ROLE AND RESPONSIBILITIES**

- 4.1. Cooperation Generally. Customer acknowledges and agrees that timely and proper performance of the Work is dependent on Customer's full and prompt cooperation in reviewing documentation and submittals, issuing approvals, attending meetings, providing facility access (including, without limitation and as appropriate, by providing sufficient keys, access cards, and/or escort services to facilitate timely execution of Work at multiple locations with multiple trades), relocating personnel, furniture, and equipment, and taking such other actions as may be reasonably requested by ESCO in furtherance of ESCO's performance of the Work.
- 4.2. Submittals. Within fifteen (15) business days of receiving any design, construction or other ESCO submittals, Customer shall review such documentation to confirm acceptance and consistency with the Contract and shall promptly advise ESCO of any issues or questions that are identified.
- 4.3. Project Meetings. Customer shall ensure that the appropriate Customer representatives attend Project meetings coordinated by ESCO. At ESCO's request, Customer shall provide commercially reasonable cooperation and assistance in scheduling and coordinating Project meetings.
- 4.4. Filings and Permits. Except for permits and fees that are to be obtained and paid for by ESCO as expressly stated in the Scope of Work, Customer shall make all such filings as are required by the State or other government authorities in connection with the Work and shall obtain and pay for all permits, approvals, inspections, easements, assessments and charges as are required for the use, occupancy or modification of the real property or structures at and around the Project Site(s),

including (without limitation) inspections for concrete and/or earthen compaction, where applicable.

- 4.5. Repairs. Except to the extent the Scope of Work specifically contemplates the repair or replacement by ESCO of any existing system, equipment or other property, all such systems, equipment and other property are assumed to be in normal working order, and any defect(s) in the same that could adversely impact the Work or the energy and efficiency savings expected to be generated thereby shall be promptly repaired or replaced by Customer.
- 4.6. Customer Information. Customer agrees that it has provided and shall continue to provide ESCO with all such information, documentation, access, knowledge and history as is available to Customer and as is relevant to ESCO's timely and successful completion of the Project and performance of its other obligations under the Contract, including, without limitation, the following:
- 4.6.1. Drawings, Specifications and Surveys. Customer shall provide ESCO with copies of or access to (i) all such working drawings, specifications, surveys and "As-Built" drawings as it may have relating to the Project Site(s), to the Work, and/or to work being performed by other companies at the Project Site(s), and (ii) all such surveys as it may have describing the physical characteristics, legal boundaries and restrictions, and/or utility locations at and around the Project Site(s). All drawings, specifications, and surveys furnished to ESCO by Customer are and shall remain the property of Customer.
- 4.6.2. Energy Usage Data. Customer shall make available to ESCO, on a monthly basis or as ESCO may otherwise request, copies of all energy bills, energy usage data, and all other such documentation maintained by Customer.
- 4.6.3. Facilities Information. Customer shall promptly provide information and documentation relating to Customer's facilities, systems, and equipment and to its maintenance and operations practices. Customer has disclosed or will disclose as promptly as possible upon learning of, all known or suspected deficiencies, defects, and malfunctions of or affecting its facilities, systems or equipment and/or any components thereof, as well as any conditions of the Project Site(s) that should be considered in planning and executing the Work. To facilitate the exchange of relevant facilities information, Customer shall provide ESCO with access to Customer's key facilities personnel and, at ESCO's reasonable request, shall designate a Customer representative to ensure the timely and correct transfer of information requested by ESCO.
- 4.7. Operations. Customer shall operate all Work installed under this Contract in accordance with the manufacturer's recommendations and the manuals supplied to Customer by ESCO. Customer agrees to protect the Work and operating conditions thereof, and Customer shall promptly notify ESCO in the event of any malfunction in the operation of the Work. Except in the case of emergency, Customer shall not remove, move, turn off or otherwise significantly alter the operation of any Work performed hereunder without ESCO's prior written approval, which approval shall not be unreasonably withheld. Upon receipt of such approval, Customer shall closely follow any instructions provided by ESCO in connection with the same. If, due to an emergency, it is not reasonable to obtain ESCO's approval prior to taking action, Customer shall protect the Work from damage or loss and shall notify ESCO of all actions taken as soon as reasonably possible thereafter. For purposes of this Section, a significant alteration would include, without limitation, any alteration that might cause a reduction in the level of energy or efficiency savings generated by the Work and/or any alteration to any measurement and verification system installed in connection with the Work.
- 4.8. Cybersecurity.
- 4.8.1 Definitions. For purposes of Section 4.8 (Cybersecurity) only: (i) "Cyber Threat" means any circumstance with the potential to adversely impact Customer's Systems or that may



result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of the Systems, including through malware, hacking, or similar attacks, (ii) “Patch” means an Update that fixes a vulnerability in a Deliverable, (iii) “Systems” means Customer’s computer network, systems, machines, and data, and (iv) “Update” means software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable but does not contain significant new features.

4.8.2 Customer’s Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program that contains reasonable and appropriate security measures and safeguards to protect its Systems against Cyber Threats, including those Systems on which it runs the Deliverables. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified personnel with appropriate expertise in cybersecurity maintain Customer’s security program and regularly monitor cyber intelligence feeds and security advisories applicable to Customer’s Systems or Customer’s industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on ESCO’s security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of ESCO’s Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/> and then-current industry standards.

4.8.3 Customer’s Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO’s installation instructions and using the latest version of the Deliverables, where applicable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer’s Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

4.8.4 Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, “Feedback”). ESCO shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer’s name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

4.9 Export Control. The Deliverables provided by ESCO under this Contract may contain components

and/or technologies from the United States of America (“US”), the European Union (“EU”) and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract must fully comply with applicable US, EU and/ or other national or international export control laws and regulations (“Export Laws”). Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party restricted by applicable Export Laws; or (ii) be used for those purposes or fields restricted by any Export Laws. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). ESCO shall be excused from performing any obligations under this Contract that would, in ESCO’s judgment, violate any Export Laws or expose ESCO to a risk of liability thereunder.

## ARTICLE 5 – PROJECT TIME

- 5.1. Project Time. ESCO projects that it will take 548 days from the Date of Commencement to achieve Substantial Completion of the Project (as the same may be adjusted from time to time in accordance with the terms and conditions of the Contract, the “Project Time”).
- 5.2. Excusable Delay. If ESCO’s performance of Work is at any point delayed or obstructed by circumstances beyond ESCO’s reasonable control (including, without limitation, acts or omissions of Customer, epidemic, pandemic, quarantine restrictions, changes in applicable law, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, unusually severe shortages in the available supply of and/or unusually severe increases in the cost of materials or equipment needed for performance of the Work, or delays of common carriers) then the parties agree to execute a Change Order allowing for an equitable extension of time for performance of ESCO’s Work to cover such delay.

## ARTICLE 6 – COMPLETION AND FINAL PAYMENT

- 6.1. Substantial Completion of Work. ESCO will issue Customer one or more Substantial Completion Letters upon achieving Substantial Completion of discrete portion(s) of Work. Customer shall provide ESCO with written Notice within seven (7) days of ESCO’s issuance of a Substantial Completion Letter if Customer disputes the assertion that ESCO has achieved Substantial Completion of the applicable Work, and such Notice shall explain the basis for Customer’s dispute and the portion of the applicable Work to which it pertains. The parties shall meet promptly following Customer’s issuance of any such Notice of dispute and shall in good faith attempt to resolve the dispute and align on a path forward (i.e. any corrections or adjustments to be made to the Work, Scope of Work, or Project schedule, etc.). Unless timely disputed by Customer, the date on which ESCO issues any such Substantial Completion Letter shall be the “Date of Substantial Completion” with respect to the applicable Work.
- 6.2. Substantial Completion of the Project. ESCO will issue Customer a Substantial Completion Letter upon achieving Substantial Completion of the Project (the “Project Substantial Completion Letter”). Promptly following ESCO’s delivery of a Project Substantial Completion Letter, the parties shall schedule a walk-through to compile a list of Punch List Items that remain to be completed, if any.
- 6.3. Final Completion of the Project. When all Punch-List Items have been completed, ESCO shall inform Customer that the applicable Work is ready for inspection and shall provide an invoice for the outstanding balance of the Project Price along with a conditional release of all liens arising out of the Contract. Promptly following Customer’s receipt thereof, the parties shall conduct a final walk-through and, upon confirming at the walk-through that all of the agreed Punch-List Items have been completed, Customer shall execute an acknowledgment stating that Final Completion has been achieved as of the date set forth therein (the “Project Completion Date”).



- 6.4. Final Payment. Payment of the final invoice amount ("Final Payment") shall be due within thirty (30) days of the Project Completion Date. The making of Final Payment shall constitute a waiver of claims by the Customer except those arising from: (a) unsettled liens, security interests, or encumbrances arising out of the Contract; (b) the failure of the Work to comply with the requirements of the Contract; or (c) the terms and conditions of warranties expressly provided in the Contract. Upon receipt of Final Payment, ESCO shall deliver an unconditional and final release of all liens arising out of the Contract.

## **ARTICLE 7 – CHANGES**

- 7.1. Change Request. Customer may request changes to the Scope of Work by submitting a description of the requested changes to ESCO in writing. In response to any such request, ESCO shall provide Customer a written proposal (the "Change Proposal") that describes, in reasonable detail, the proposed changes to the Scope of Work and any corresponding adjustments that would need to be made to the Project Time, the Project Price, the PASS Services, the PASS Fees, and/or the Performance Guarantee, as applicable. ESCO may also submit a Change Proposal to Customer in the event that this Contract authorizes or requires the parties to negotiate and/or execute a Change Order or in the event that ESCO otherwise wishes to request a Change Order in good faith, in which case such Change Proposal shall describe the proposed changes in reasonable detail, along with the contractual, legal or other basis for requesting such changes.
- 7.2. Change Order Process. Within five (5) business days following receipt of the Change Proposal, the parties shall meet and confer, acting reasonably and in good faith, to negotiate a mutually acceptable Change Order in accordance with the principles set forth herein. Promptly following agreement on the terms and conditions of the Change Order, the parties shall execute the same. If the parties do not agree upon the terms and conditions of the Change Order and the proposed change relates to circumstances in which a party is entitled to a Change Order under this Contract, then either party may submit the matter to dispute resolution pursuant to Section 11.6 (Disputes and Choice of Law).
- 7.3. Customer Delays. In the event of any failure by Customer to timely fulfill its obligations under Article 4 (Customer's Role and Responsibilities) or in the event of any other delay or Work stoppage due to the acts or omissions of Customer or Customer's agents, the Project Time shall be equitably adjusted to reflect such period of interruption and the Project Price shall be equitably adjusted to cover reasonable costs incurred by ESCO due to the delay or Work stoppage, including, without limitation, any demobilization and remobilization costs. ESCO will use commercially reasonable efforts to mitigate such costs.
- 7.4. Materials and Equipment Procurement. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of ESCO, the Project Fee and/or the Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by five percent (5%) between the Project Proposal Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule.

## **ARTICLE 8 – SUSPENSION AND TERMINATION**

- 8.1. Non-Appropriation. If Customer is a governmental entity, any applicable State or local law entitling Customer to terminate the Contract due to insufficient appropriation of funds is hereby incorporated in this Section 8.1 by reference. In the event of a termination pursuant to this Section 8.1, Customer shall provide ESCO written Notice of termination as soon as is reasonably possible, and in no event later than the effective date of termination.

- 8.2. ESCO Default. Customer may terminate the Contract or suspend the performance of Work by providing written Notice to ESCO if: (i) ESCO repeatedly or materially fails, refuses or neglects to fulfill its obligations under the Contract, (ii) Customer has provided written Notice of default to ESCO detailing the alleged failure, refusal, or neglect, and (iii) within thirty (30) days of ESCO's receipt of such written Notice, ESCO has neither cured nor commenced and diligently continued efforts to cure such default.
- 8.3. Customer Default. ESCO may terminate the Contract or suspend the performance of Work or PASS Services, as applicable, by providing written Notice to Customer if: (i) Customer repeatedly or materially fails, refuses or neglects to fulfill its obligations under the Contract or fails to make any payment(s) to ESCO as and when due hereunder, (ii) ESCO has provided written Notice of default to Customer detailing the alleged failure, refusal, neglect, or payment default, and (iii) within thirty (30) days of Customer's receipt of such written Notice, Customer has neither cured nor commenced and diligently continued efforts to cure such default.
- 8.4. Prolonged Stoppage of Work. ESCO may terminate the Contract by providing seven (7) days' written Notice to Customer if: (i) Work is stopped due to an act, omission, or request of Customer, other than pursuant to Section 8.2 (ESCO Default), (ii) the Work stoppage is not due to Contractor's negligence, misconduct, or breach of the Contract, and (iii) the Work stoppage is for more than ninety (90) consecutive days or one hundred twenty (120) aggregate days.
- 8.5. Insolvency. Either party may terminate the Contract by providing written Notice to the other party if the other party: (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.
- 8.6. Payment upon Termination. In the event of any termination other than a termination for cause by Customer pursuant to Section 8.2 (ESCO Default), Customer shall compensate ESCO: (i) in accordance with the Schedule of Values for Work performed and in progress prior to the effective date of termination, and (ii) for reasonable costs and damages incurred by reason of the termination, such as demobilization costs, termination fees, and restocking fees.
- 8.7. Effect of Termination. Subject to Section 11.7 (Survival; Statute of Limitations), termination of the Contract shall release ESCO of all remaining obligations under the Contract as of the effective date of such termination.
- 8.8. Other Remedies. Any remedies provided for in this Article 8 shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law. Nothing in this Contract shall be deemed or construed as a waiver by either party of any rights it may have with respect to a wrongful termination by the other party.

## **ARTICLE 9 – INDEMNIFICATION AND ESCO LIABILITY**

- 9.1. Indemnity. ESCO shall, at its own cost and expense, indemnify, defend and hold harmless Customer and Customer's officers, directors, employees and agents ("Indemnified Parties") from and against all damages, penalties, losses, costs and expenses (including reasonable attorneys' fees) arising out of any third-party claim for personal injury or tangible property damage, but only to the extent caused by the negligence or misconduct of ESCO or any of ESCO's agents (including Subcontractors of any tier) in connection with this Contract, and provided that the Indemnified Parties (i) give ESCO prompt written notice of any such claim, and (ii) provide such cooperation and information as ESCO may reasonably require in the defense or handling of any such claim. ESCO shall not be responsible for any settlement or consent to judgment made by or on behalf of an Indemnified Party without ESCO's prior written consent.
- 9.2. Limitations of Liability.

- 9.2.1. In no event shall either party or its officers, directors, affiliates, or employees be liable for any form of indirect, special, consequential, exemplary, incidental, or punitive damages, whether such damages arise in contract or tort, and irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages.
- 9.2.2. The remedies of Customer set forth in the Contract are exclusive unless stated otherwise and ESCO's total liability with respect to damages arising out of this Contract shall not exceed the Project Price. However, the foregoing sentence shall not limit ESCO's liability with respect to (i) damages caused by ESCO's gross negligence or intentional misconduct, (ii) third-party claims for personal injury or tangible property damage to the extent caused by ESCO's negligence or misconduct, or (iii) any other claims or damages for which ESCO's liability cannot be limited pursuant to applicable law.
- 9.2.3. The provisions of this Section 9.2 apply only to the extent permitted by the Constitution and laws of the State and shall supersede any contrary provisions of the Contract.

## **ARTICLE 10 – INSURANCE AND BONDS**

- 10.1. Required Insurance. ESCO shall, at its own cost and expense, maintain in effect the following policies of insurance (each a “Policy”, and collectively the “Policies”) for the applicable period(s) set forth in Section 10.2:
- 10.1.1. Commercial General Liability Insurance. A policy of commercial general liability insurance, written on an “occurrence” basis, with a liability limit of ten million dollars (\$10,000,000) per occurrence and fifteen million dollars (\$15,000,000) in the aggregate (“General Liability Policy”).
- 10.1.2. Automobile Liability Insurance. A policy of automobile liability insurance, written on an “occurrence” basis, with a combined single limit of ten million dollars (\$10,000,000) per accident for bodily injury and property damage (“Auto Liability Policy”). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.
- 10.1.3. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance as required by State law, and employer's liability insurance, written on an “occurrence” basis, with a liability limit of five million dollars (\$5,000,000).
- 10.1.4. Professional Liability Insurance. Professional liability insurance, written on a claims-made (and reported) basis, with a liability limit of five million dollars (\$5,000,000) per claim and aggregate (“Professional Liability Policy”).
- 10.2. Duration of Insurance. The Policies shall be procured by ESCO prior to ESCO's commencement of the Project and, except for the Professional Liability Policy, shall be maintained in effect for at least one year following the earlier of the Project Completion Date or termination of this Contract. ESCO shall maintain the Professional Liability Policy in effect for at least three years following the earlier of the Project Completion Date or termination of this Contract.
- 10.3. Insurer Rating Standards. The insurance policies required pursuant to this Article must be issued by one or more insurers that are (i) licensed to do business in the State and (ii) have an A.M. Best Company rating of not less than “A-” and a financial size category of not less than “VII.”
- 10.4. Additional Insureds. At Customer's request, ESCO shall include Customer and Customer's directors, officers, employees, and agents as additional insureds on ESCO's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be on ESCO's most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

- 10.5. Waiver of Subrogation. Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.
- 10.6. ESCO Insurance is Primary. The General Liability Policy and the Auto Liability Policy shall be endorsed to provide that they are primary and non-contributory.
- 10.7. Premiums, Deductibles and Self-Insured Retentions. ESCO shall be solely responsible for paying deductibles and self-insured retentions applicable to the Policies.
- 10.8. Evidence of Coverage. At Customer's request, ESCO shall provide to Customer a duly authorized and executed certificate of insurance evidencing that the required Policies and endorsements are in effect (each a "Certificate of Insurance").
- 10.9. Notice of Change in Policies. ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a Policy will expire without renewal or will be canceled or terminated.
- 10.10. Review of Coverage. Customer's failure to identify any non-compliance with the requirements of this Article shall not be deemed as a waiver of such requirements.
- 10.11. Subcontractor Insurance. ESCO shall require each Subcontractor to maintain such levels and types of insurance coverage as are appropriate for the Work to be performed by such Subcontractor.
- 10.12. Bonds. ESCO shall provide payment and performance bonds for 100% of the Project Price to secure the faithful performance of the Work and to ensure the satisfaction of ESCO's payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from Substantial Completion Date.

## ARTICLE 11 – MISCELLANEOUS

- 11.1 Notices. All written Notices required to be delivered pursuant to the Contract must be in writing and addressed to the other party at its address set forth below (or to such other address as the receiving party may designate from time to time by providing written notice to the other party in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

- (a) If to ESCO, to:

Schneider Electric Buildings Americas, Inc.  
1650 W. Crosby Rd.  
Carrollton, TX 75006  
Attention: Corey Newby  
E-mail: corey.newby@se.com

with copies to:

Schneider Electric Legal Department  
70 Mechanic Street  
Foxboro, MA 02035  
Attention: Time-Sensitive Legal Notice for SEBA

- (b) If to the Customer, to:

City of The Colony  
General Administration  
6053 Main St.  
The Colony, TX 75056  
Attention: Tim Miller  
E-mail: tmiller@thecolonytx.gov

- 11.2. Relationship of Parties. Nothing in this Contract creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between the parties. ESCO is an independent contractor pursuant to this Contract. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- 11.3. Public Statements. Customer acknowledges that ESCO may provide information pertaining to this Project and this Contract when responding to requests for proposals, requests for qualifications, requests for references, and other requests from prospective customers and/or government agencies. However, ESCO will not disclose Customer information that has been marked confidential without Customer's prior written consent.
- 11.4. Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ESCO's ethics or any potential violations of ESCO's Trust Charter (code of conduct), Customer is welcome to make use of ESCO's Trust Line. The Trust Line is a confidential channel through which customers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

- 11.5. Applicable Law Deemed Included. Each and every provision required by applicable law to be included in this Contract is hereby deemed to be so included, and this Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Customer or ESCO, the parties shall amend this Contract to include or incorporate, or to correctly include or incorporate, such provision.

Without limiting the generality of the foregoing, the following provisions are hereby included at Customer's direction, to the extent legally required:

11.5.1. [Not applicable.]

- 11.6. Disputes and Choice of Law. To the extent allowed by applicable law, the parties shall attempt to resolve any controversy or claim arising out of or relating to this Contract or an alleged breach hereof by mediation under the Construction Industry Mediation Procedures of the American Arbitration Association. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Contract shall be governed by the laws of the State, and any litigation or arbitration proceeding shall take place in the county in which the Project is located.

- 11.7. Survival; Statute of Limitations. The obligations and rights of the parties under this Contract that by their nature would continue beyond expiration, termination, or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, payment upon termination, and ownership and property rights) shall survive any such expiration, termination, or cancellation. For the avoidance of doubt, ESCO's obligations regarding the Performance Guarantee shall not continue beyond the expiration, termination, or cancellation of this Contract or the PASS Plan. As between Customer and ESCO

any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the Project Completion Date for acts or failures to act occurring prior to the Project Completion Date, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the Project Completion Date.

- 11.8. Entire Agreement. This Contract, inclusive of the schedules, exhibits, and other documents attached hereto and expressly incorporated herein, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and verbal understandings, agreements, representations, warranties, and covenants with respect to such subject matter.

- 11.9. Further Assurances. Upon either party's reasonable request, the other shall execute and deliver all such further documents and instruments, and take all such further acts, as are necessary to give full effect to this Contract and applicable legal requirements.

- 11.10. Amendment and Modification. No amendment to or modification of this Contract is effective unless it is in writing and signed by an authorized representative of each party.

- 11.11. Waiver. No waiver under this Contract is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.



- 11.12. Assignment. Customer may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of ESCO. ESCO may assign its rights and delegate its obligations to any affiliate or to any person acquiring all or substantially all of ESCO's assets. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Contract.
- 11.13. Third-Party Beneficiaries. This Contract benefits solely the parties to this Contract and their respective permitted successors and assigns, and nothing in this Contract confers on any other person any express or implied legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.
- 11.14. Interpretation. Unless the context otherwise requires, references in this Contract: (i) to articles, sections, exhibits, schedules, and attachments mean the articles and sections of, and exhibits, schedules, and attachments attached to, this Contract; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Contract is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- 11.15. Headings. The headings in this Contract are for convenience only and do not affect the interpretation of this Contract.
- 11.16. Severability. If any term or provision of this Contract is deemed invalid, illegal, or unenforceable pursuant to applicable law, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Contract to affect the original intent of the parties to the greatest extent possible.
- 11.17. Counterparts. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.
- 11.18. Due Authority of Signatories. Each party represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of such party, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that such party has with any third party or violates any law, rule, regulation, or legal duty applicable to such party. Each party further represents and warrants that the execution of this Contract is within such party's legal powers, and that each individual executing this Contract on behalf of such party is duly authorized to do so by all necessary and appropriate action and does so with full legal authority.

**IN WITNESS WHEREOF**, each of the parties has caused this Energy and Construction Services Contract to be executed as of the Effective Date by its duly authorized representative below.

**City of The Colony  
Texas**

**Schneider Electric Buildings  
Americas, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_



\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## SCHEDULE I SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

The following scope summary lists the upgrades that are being provided at the City of The Colony Buildings.

| Sites                        | LED lighting | HVAC upgrades | Building Controls |
|------------------------------|--------------|---------------|-------------------|
| Library                      |              |               |                   |
| Annex                        |              |               |                   |
| Jail portion of Police Dept. |              |               |                   |
| Current Rec Center           |              |               |                   |
| Government Center            |              |               |                   |
| Public Works & Fleet         |              |               |                   |
| Fire Station #3              |              |               |                   |
| Stewart Creek Park           |              |               |                   |
| Office Creek                 |              |               |                   |
| 5 Star Shop                  |              |               |                   |
| Fire Station #2              |              |               |                   |
| Aquatic Park                 |              |               |                   |
| Animal Shelter               |              |               |                   |
| CVB Building                 |              |               |                   |
| Facilities Shop              |              |               |                   |

The following ECMs (Energy Conservation Measures) are included in the project scope of work:

1. LED lighting retrofits (interior and exterior)
2. HVAC Replacement and Re-zoning at the Library and HVAC Replacement at Annex
3. BAS (Building Automation System) Upgrades and New Systems at 5 facilities

The table below summarizes the facilities receiving upgrades as part of the project scope of work:

| Facility               | Square Footage | Address                                     |
|------------------------|----------------|---------------------------------------------|
| Library                | 31,500         | 6800 Main Street, The Colony TX 75056       |
| Animal Shelter         | 2,080          | 4720 E. Lake Highlands, The Colony TX 75056 |
| CVB Building           | 3,400          | 6900 Main Street, The Colony TX 75056       |
| Five Star Maint. Shop  | 3,120          | 5205 Goodman Drive, The Colony TX 75056     |
| Fire Station #2        | 6,700          | 5572 N. Colony Blvd., The Colony TX 75056   |
| Public Works/Fleet     | 20,000         | 1 Harris Plaza, The Colony TX 75056         |
| Aquatic Park           | 8,650          | 5580 N. Colony Blvd., the Colony TX 75056   |
| Facilities Shop        | 2,400          | 5576 N. Colony Blvd., The Colony TX 75056   |
| Office Creek           | 2,700          | 4180 S. Main Street, The Colony TX 75056    |
| Stewart Creek Park     |                | 3700 Sparks Rd., The Colony TX 75056        |
| Fire Station #3        | 9,768          | 4691 N. Colony Blvd., The Colony TX 75056   |
| Jail at Police Station | 16,971         | 5151 N Colony Blvd. The Colony, TX 75056    |
| Annex                  | 6,000          | 6804 Main St, The Colony, TX 75056          |
| Government Center      | 14,309         | 6301 Main St. The Colony, TX 75056          |
| Current Rec Center     | 15,950         | 5151 N Colony Blvd, The Colony, TX 75056    |

## LIGHTING SCOPE OF WORK:

### ECM 1: Lighting Upgrades

- The audited facilities have a combination of LED fixtures and lamps, fluorescent lamps with electronic ballasts, HID and LED exterior lighting, and both incandescent and compact fluorescent (CFL) bulbs. Some sites are nearly completely converted to LED and others are still predominantly older lighting technologies. Some areas have existing lighting occupancy sensors, bi-level switching, or dimmers. These systems will stay in place and functionality will remain the same after the new LED upgrades are complete. Existing LED fixtures and tube LED retrofits will remain as is.
- The existing exterior lighting is a mix of older lighting technology and some new LED wallpacks, pole lights, and area lights. Where LED wallpacks or parking lot lighting have been installed previously and are functional, they will remain in place. For all other exterior lamps, LED retrofit kits, lamp replacements, or new LED fixtures will be installed, depending on the application. All fluorescent ballasts will be abandoned, removed, or bypassed, eliminating a maintenance challenge moving forward.
- Scope includes LED conversion of approximately 850 lamps across all the sites listed below.
- Lighting controls: all existing lighting controls will remain, but no additional controls or added control functionality is being included in this scope of work. If the original lighting controls or switching have been bypassed or are not functional today, then they will remain as-is, post-project.
- Lighting fixtures in the Jail portion of the Police Department will remain but receive new LED tubes and ballast bypass kits. Tamper-resistant lenses, frames and other hardware will remain in place unless they cannot be retrofit, in which case a similar tamper-proof fixture or door kit will be installed.

## DETAILED LIGHTING SCOPE OF WORK LINE BY LINE

| Building and area     |                             | Existing System                       |     | Proposed Solution                                         |     |
|-----------------------|-----------------------------|---------------------------------------|-----|-----------------------------------------------------------|-----|
| Building              | Area                        | Existing Lighting System              | Qty | Proposed Lighting Solution                                | Qty |
| Office Creek          | Entry                       | 2x4 4T8 Recessed Prismatic            | 2   | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 2   |
| Office Creek          | Front Locker and RR         | 2x4 4T8 Recessed Prismatic            | 1   | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 1   |
| Office Creek          | Front Locker and RR         | Existing LED Can Light- DNR           | 4   | DNR - Do Not Retrofit (LED ALREADY)                       | 4   |
| Office Creek          | Front Office                | 23W CFL A19 Screw In                  | 2   | Relamp A19 LED                                            | 2   |
| Office Creek          | Telemetry Gear Room         | 2x4 4T8 Recessed Prismatic            | 6   | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 6   |
| Office Creek          | Chlorinator Room            | 4' VTE 2T12                           | 1   | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 1   |
| Office Creek          | Chlorine Storage            | 4' VTE 2T12                           | 4   | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 4   |
| Office Creek          | Electrical Switch Gear Room | 2x4 4T8 Recessed Prismatic            | 8   | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 8   |
| Office Creek          | Shop                        | 2x4 4T8 Recessed Prismatic            | 10  | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 10  |
| Office Creek          | Pump Vault                  | Existing LED Wall Pack Fixtures - DNR | 3   | DNR - Do Not Retrofit (LED ALREADY)                       | 3   |
| Office Creek Exterior | Main Building               | Wallpack 175 Watt MH                  | 6   | LED Wall Pack                                             | 6   |
| Office Creek Exterior | Main Building               | Existing LED Flood - DNR              | 2   | DNR - Do Not Retrofit (LED ALREADY)                       | 2   |
| Office Creek Exterior | Main Building               | Existing LED PAR38 Screw In- DNR      | 10  | DNR - Do Not Retrofit (LED ALREADY)                       | 10  |
| Office Creek Exterior | Generator Area              | 175W MH Dusk to Dawn                  | 1   | 50W LED Dusk to Dawn                                      | 1   |
| Office Creek Exterior | Generator Area              | Pole Light 175 Watt MH                | 2   | 80W LED Pole Light                                        | 2   |
| Office Creek Exterior | Generator Area              | Existing LED Canopy Fixtures - DNR    | 5   | DNR - Do Not Retrofit (LED ALREADY)                       | 5   |
| Five Star Maint. Shop | Maintenance Shop            | 4' Strip 2T8                          | 21  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 21  |

|                                |                         |                              |    |                                             |    |
|--------------------------------|-------------------------|------------------------------|----|---------------------------------------------|----|
| Five Star Maint. Shop          | Herbicide Storage 105   | 4' Strip 2T8                 | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Five Star Maint. Shop          | Insecticide Storage 104 | 4' Strip 2T8                 | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Five Star Maint. Shop          | Breakroom 103           | 2x4 3T8 Recessed Prismatic   | 4  | Delamp 2-lamp 4' Type B LED Tube High Lumen | 4  |
| Five Star Maint. Shop          | Office 102              | 2x4 3T8 Recessed Prismatic   | 2  | Delamp 2-lamp 4' Type B LED Tube High Lumen | 2  |
| Five Star Maint. Shop          | Office 103              | 2x4 3T8 Recessed Prismatic   | 2  | Delamp 2-lamp 4' Type B LED Tube High Lumen | 2  |
| Five Star Maint. Shop          | Womens RR 109           | 4' Wrap 2T8                  | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Five Star Maint. Shop          | Womens RR 109           | 8" Recessed Can 26W Vertical | 1  | 8" LED Recessed Can                         | 1  |
| Five Star Maint. Shop          | Mens RR 108             | 4' Wrap 2T8                  | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Five Star Maint. Shop          | Mens RR 108             | 8" Recessed Can 26W Vertical | 1  | 8" LED Recessed Can                         | 1  |
| Five Star Maint. Shop          | Office 106              | 2x4 3T8 Recessed Prismatic   | 2  | Delamp 2-lamp 4' Type B LED Tube High Lumen | 2  |
| Five Star Maint. Shop          | Storage 111             | 4' Strip 2T8                 | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Five Star Maint. Shop          | Air Compressor 110      | 4' Strip 2T8                 | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Five Star Maint. Shop Exterior | Main Building           | Full Cutoff Wallpack         | 6  | 30W LED Full Cut Off Wall Pack              | 6  |
| Aquatic Park                   | Pump Room               | 4' Wrap 2T8                  | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Aquatic Park                   | Pump Room               | 8' Strip 4T8                 | 1  | Relamp 4-lamp 4' Type B LED Tube Low Lumen  | 1  |
| Aquatic Park Exterior          | Main Building           | Surface Mount Round Sconce   | 12 | Relamp 1-Lamp LED 2/4-pin PL-LED            | 12 |
| Aquatic Park Exterior          | Covered Picnic Building | Wallpack 175 Watt MH         | 1  | Relamp LED Screw-In 5,000 LM                | 1  |
| Aquatic Park Exterior          | Concession Building     | Flood 250w MH                | 2  | 50W LED Flood Slip Fitter                   | 2  |
| Aquatic Park Exterior          | Concession Building     | Flood 250 Watt MH            | 1  | 100W LED Flood Trunnion Mount               | 1  |
| Aquatic Park                   | Concession Building     | 4' Wrap 2T8                  | 3  | Relamp 2-lamp 4' Type B LED Tube Low Lumen  | 3  |
| Fire Station 2                 | Front Vestible 100      | 6" Recessed Can 32W Vertical | 1  | 6" LED Recessed Can                         | 1  |

|                         |                          |                                   |    |                                                           |    |
|-------------------------|--------------------------|-----------------------------------|----|-----------------------------------------------------------|----|
| Fire Station 2 Exterior | Main Building            | 175W MH Dusk to Dawn              | 4  | 50W LED Dusk to Dawn                                      | 4  |
| Fire Station 2 Exterior | Main Building            | Wallpack 175 Watt MH              | 1  | LED Wall Pack                                             | 1  |
| Fire Station 2 Exterior | Main Building            | 250W HPS Shoebox                  | 4  | Full Cut Off LED Wall Pack                                | 4  |
| Fire Station 3          | Public Lobby             | 8" Recessed Can (2)32W Horizontal | 4  | 8" LED Recessed Can                                       | 4  |
| Fire Station 3          | Public RR                | 2x4 3T8 Recessed Parabolic        | 1  | Relamp 3-lamp 4' Type B LED Tube Low Lumen                | 1  |
| Fire Station 3          | Watch Room 107           | 2x4 3T8 Recessed Parabolic        | 3  | Relamp 3-lamp 4' Type B LED Tube Low Lumen                | 3  |
| Fire Station 3          | Corridor 102             | 8" Recessed Can (2)32W Horizontal | 7  | 8" LED Recessed Can                                       | 7  |
| Fire Station 3          | Dayroom 110 & Dining 112 | 8" Recessed Can (2)32W Horizontal | 10 | 8" LED Recessed Can                                       | 10 |
| Fire Station 3          | Kitchen 113              | 2x4 4T8 Recessed Prismatic        | 4  | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 4  |
| Fire Station 3          | Corridor 108             | 8" Recessed Can (2)32W Horizontal | 6  | 8" LED Recessed Can                                       | 6  |
| Fire Station 3          | Corridor 114             | 8" Recessed Can (2)32W Horizontal | 6  | 8" LED Recessed Can                                       | 6  |
| Fire Station 3          | Dorm Room 115            | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Dorm Room 116            | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Dorm Room 117            | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Dorm Room 118            | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Dorm Room 119            | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Dorm Room 120            | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Storage 111              | 2x4 2T8 Recessed Prismatic        | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 1  |
| Fire Station 3          | Storage 109              | 2x4 2T8 Recessed Prismatic        | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 1  |
| Fire Station 3          | Office 105               | 2x4 3T8 Recessed Parabolic        | 1  | Relamp 3-lamp 4' Type B LED Tube Low Lumen                | 1  |
| Fire Station 3          | Officers Dorm 106        | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3          | Office 108               | 2x4 3T8 Recessed Parabolic        | 1  | Relamp 3-lamp 4' Type B LED Tube Low Lumen                | 1  |

|                |                    |                                   |    |                                                           |    |
|----------------|--------------------|-----------------------------------|----|-----------------------------------------------------------|----|
| Fire Station 3 | Battalion Dorm 104 | 23W CFL A19 Screw In              | 3  | Relamp A19 LED                                            | 3  |
| Fire Station 3 | Corridor 122       | 8" Recessed Can (2)32W Horizontal | 4  | 8" LED Recessed Can                                       | 4  |
| Fire Station 3 | RR & Shower 128    | 8" Recessed Can (2)32W Horizontal | 1  | 8" LED Recessed Can                                       | 1  |
| Fire Station 3 | RR & Shower 128    | Vanity 2' 1T8                     | 1  | Relamp 1-lamp 2' Type B                                   | 1  |
| Fire Station 3 | RR & Shower 128    | 6" Recessed Can 32W Vertical      | 1  | Relamp 1-Lamp LED 2/4-pin PL-LED                          | 1  |
| Fire Station 3 | RR & Shower 127    | 8" Recessed Can (2)32W Horizontal | 1  | 8" LED Recessed Can                                       | 1  |
| Fire Station 3 | RR & Shower 127    | Vanity 2' 1T8                     | 1  | Relamp 1-lamp 2' Type B                                   | 1  |
| Fire Station 3 | RR & Shower 127    | 6" Recessed Can 32W Vertical      | 1  | Relamp 1-Lamp LED 2/4-pin PL-LED                          | 1  |
| Fire Station 3 | RR & Shower 126    | 8" Recessed Can (2)32W Horizontal | 1  | 8" LED Recessed Can                                       | 1  |
| Fire Station 3 | RR & Shower 126    | Vanity 2' 1T8                     | 1  | Relamp 1-lamp 2' Type B                                   | 1  |
| Fire Station 3 | RR & Shower 126    | 6" Recessed Can 32W Vertical      | 1  | Relamp 1-Lamp LED 2/4-pin PL-LED                          | 1  |
| Fire Station 3 | RR & Shower 125    | 8" Recessed Can (2)32W Horizontal | 1  | 8" LED Recessed Can                                       | 1  |
| Fire Station 3 | RR & Shower 125    | Vanity 2' 1T8                     | 1  | Relamp 1-lamp 2' Type B                                   | 1  |
| Fire Station 3 | RR & Shower 125    | 6" Recessed Can 32W Vertical      | 1  | Relamp 1-Lamp LED 2/4-pin PL-LED                          | 1  |
| Fire Station 3 | Laundry Room 124   | 2x4 3T8 Recessed Prismatic        | 1  | Delamp 2-lamp 4' Type B LED Tube High Lumen               | 1  |
| Fire Station 3 | Electric Room 123  | 4' Strip 3T8                      | 1  | Relamp 3-lamp 4' Type B LED Tube Low Lumen                | 1  |
| Fire Station 3 | EMS Storage 121    | 2x4 4T8 Recessed Prismatic        | 2  | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 2  |
| Fire Station 3 | Ice Room 114A      | 4' Strip 2T8                      | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 1  |
| Fire Station 3 | Apparatus Bay 129  | 8" Recessed Can (2)32W Horizontal | 2  | 8" LED Recessed Can                                       | 2  |
| Fire Station 3 | Apparatus Bay 129  | Existing LED Round High Bay       | 13 | DNR - Do Not Retrofit (LED ALREADY)                       | 13 |
| Fire Station 3 | Fitness 155        | 4' Wrap 2T8                       | 4  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 4  |
| Fire Station 3 | Fire Riser 137     | 4' Strip 2T8                      | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 1  |



|                                 |                                     |                                    |    |                                            |    |
|---------------------------------|-------------------------------------|------------------------------------|----|--------------------------------------------|----|
| Fire Station 3                  | Upstairs                            | 8' Strip 4T8                       | 1  | Relamp 4-lamp 4' Type B LED Tube Low Lumen | 1  |
| Fire Station 3                  | Upstairs                            | Stairs Light Sconce (2) 13W CFL    | 3  | Relamp 2-Lamp LED 2-pin PLS-GX23 LED 5.5w  | 3  |
| Fire Station 3                  | Shop Room 154                       | 4' Wrap 2 T5HO                     | 1  | Relamp 2-lamp 4' T5HO Type B               | 1  |
| Fire Station 3                  | Infection Control Room 155          | 4' Wrap 2 T5HO                     | 1  | 4' LED Wrap Fixture                        | 1  |
| Fire Station 3                  | Corridor 132                        | Stairs Light Sconce (2) 13W CFL    | 1  | Relamp 2-Lamp LED 2-pin PLS-GX23 LED 5.5w  | 1  |
| Fire Station 3                  | Decon Room 150                      | 4' Wrap 2 T5HO                     | 2  | Relamp 2-lamp 4' T5HO Type B               | 2  |
| Fire Station 3                  | Lawn Equipment Room 136             | 4' Strip 2T8                       | 2  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 2  |
| Fire Station 3 Exterior         | Main Building                       | Wallpack 175 Watt MH               | 4  | LED Wall Pack                              | 4  |
| Fire Station 3 Exterior         | Main Building                       | 8" Recessed Can (2)32W Horizontal  | 12 | 8" LED Recessed Can                        | 12 |
| Fire Station 3 Exterior         | Parking Lot                         | Pole Light 175 Watt MH             | 2  | LED Site Light 150W                        | 2  |
| Fire Station 3 Exterior         | Main Building                       | Full Cutoff Wallpack               | 2  | 30W LED Full Cut Off Wall Pack             | 2  |
| Fire Station 3 Exterior         | Main Building                       | 8" Recessed Can (2)32W Horizontal  | 2  | 8" LED Recessed Can                        | 2  |
| Fire Station 3 Exterior         | Flag Pole Lights                    | Existing LED Flood - DNR           | 2  | DNR - Do Not Retrofit (LED ALREADY)        | 2  |
| Fire Station 3 Exterior         | Front Bollards                      | Existing LED Bollard               | 2  | DNR - Do Not Retrofit (LED ALREADY)        | 2  |
| Animal Shelter Exterior         | Front Pole Lights                   | 250W MH                            | 2  | LED Site Light 150W                        | 2  |
| Public Works and Fleet Exterior | Fleet Front Parking Lot             | 250W MH                            | 11 | LED Site Light 150W                        | 11 |
| Public Works and Fleet Exterior | Fleet Building                      | Wallpack 175 Watt MH               | 10 | LED Wall Pack                              | 10 |
| Public Works and Fleet Exterior | Public Works Building               | Wallpack 175 Watt MH               | 2  | LED Wall Pack                              | 2  |
| Public Works and Fleet          | Fleet Shop Area                     | Existing LED Linear High Bay - DNR | 25 | DNR - Do Not Retrofit (LED ALREADY)        | 25 |
| Public Works and Fleet          | Fleet Shop Area- Upstairs Mezzanine | 4' Strip 2T8                       | 17 | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 17 |

|                        |                                           |                                                   |    |                                                            |    |
|------------------------|-------------------------------------------|---------------------------------------------------|----|------------------------------------------------------------|----|
| Public Works and Fleet | Fleet Shop Area- Upstairs Mezzanine       | 4' Strip 2T8                                      | 4  | Relamp 2-lamp 4' Type B LED Tube Low Lumen w/ Emergency BB | 4  |
| Public Works and Fleet | Fleet North Side Covered Canopy           | 250W MH Low Bay                                   | 10 | LED Linear High Bay 15000L                                 | 10 |
| Public Works and Fleet | Fleet Office Area                         | 2x4 3T8 Recessed Prismatic                        | 19 | Delamp 2-lamp 4' Type B LED Tube High Lumen                | 19 |
| Public Works and Fleet | Fleet Office Area                         | 2x4 3T8 Recessed Prismatic                        | 2  | Delamp 2-lamp 4' Type B LED Tube High Lumen w/EMBB         | 2  |
| Public Works and Fleet | Public Works Building- Rear of Building   | 400W MH Pendant Mount High Bay                    | 3  | LED Linear High Bay 15000L                                 | 3  |
| Public Works and Fleet | Public Works Building- Rear of Building   | 8' Strip 2T12                                     | 2  | 8' Strip Retrofit Cover Kit 2-lamp 4' Type B DE            | 2  |
| Public Works and Fleet | Public Works Building- Rear of Building   | 8' Strip 2 Lamp F96 T8                            | 1  | 8' Strip Retrofit Cover Kit 2-lamp 4' Type B DE            | 1  |
| Public Works and Fleet | Public Works Building- Rear of Building   | Existing 8' Strip Type B - 4 - 4' LED Tubes - DNR | 12 | DNR - Do Not Retrofit (LED ALREADY)                        | 12 |
| Public Works and Fleet | Public Works Building- Rear of Building   | 4' Wrap 2T8                                       | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                 | 1  |
| Public Works and Fleet | Public Works Building- Rear of Building   | 2x4 4T8 Recessed Prismatic                        | 2  | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways  | 2  |
| Public Works and Fleet | Public Works Building- Rear of Building   | Existing LED Strip - DNR                          | 1  | DNR - Do Not Retrofit (LED ALREADY)                        | 1  |
| Public Works and Fleet | Public Works Building- Middle of Building | 2x4 4T8 Recessed Prismatic                        | 16 | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways  | 16 |
| Public Works and Fleet | Public Works Building- Middle of Building | 4' Strip 2T8                                      | 2  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                 | 2  |
| Public Works and Fleet | Public Works Building- Middle of Building | Existing LED PAR38 Screw In- DNR                  | 8  | DNR - Do Not Retrofit (LED ALREADY)                        | 8  |
| Public Works and Fleet | Public Works Building- Middle of Building | 2x2 2T8 U-Tube Recessed Prismatic                 | 2  | Relamp 2-lamp 2' U-Tube TLED Type B                        | 2  |

|                        |                                              |                                                   |    |                                                           |    |
|------------------------|----------------------------------------------|---------------------------------------------------|----|-----------------------------------------------------------|----|
| Public Works and Fleet | Public Works Building-Middle of Building MRR | 2x2 2T8 U-Tube Recessed Prismatic                 | 2  | Relamp 2-lamp 2' U-Tube TLED Type B                       | 2  |
| Public Works and Fleet | Public Works Building-Middle of Building WRR | Existing 8' Strip Type B - 4 - 4' LED Tubes - DNR | 2  | DNR - Do Not Retrofit (LED ALREADY)                       | 2  |
| Public Works and Fleet | Public Works Building-Atrium                 | Existing LED Wall Pack Fixtures - DNR             | 5  | DNR - Do Not Retrofit (LED ALREADY)                       | 5  |
| Public Works and Fleet | Public Works Building-Front of Building      | 8' Strip 2 Lamp F96 T8                            | 1  | 8' Strip Retrofit Cover Kit 2-lamp 4' Type B DE           | 1  |
| Public Works and Fleet | Public Works Building-Front of Building      | 2x4 4T8 Recessed Prismatic                        | 11 | Retrofit 2-lamp 4' Type B LED Tube High Lumen w/ Raceways | 11 |
| Public Works and Fleet | Public Works Building-Front of Building      | Existing LED Strip - DNR                          | 4  | DNR - Do Not Retrofit (LED ALREADY)                       | 4  |
| Public Works and Fleet | Public Works Building-Front of Building      | Existing LED Can Light- DNR                       | 1  | DNR - Do Not Retrofit (LED ALREADY)                       | 1  |
| CVB Building           | Entry                                        | Existing LEDPAR20- DNR                            | 4  | DNR - Do Not Retrofit (LED ALREADY)                       | 4  |
| CVB Building           | Front Office-South                           | 2x4 2T8 Surface Mount                             | 2  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 2  |
| CVB Building           | Front Office-North                           | 2x4 2T8 Surface Mount                             | 2  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 2  |
| CVB Building           | Back Office-North                            | 1x4 2T8 Surface Mount                             | 2  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 2  |
| CVB Building           | Water Heater/Janitorial Room                 | 1x4 2T8 Surface Mount                             | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 1  |
| CVB Building           | Restroom                                     | Existing LED PAR38 Screw In- DNR                  | 1  | DNR - Do Not Retrofit (LED ALREADY)                       | 1  |
| CVB Building           | Kitchen                                      | 1x4 2T8 Surface Mount                             | 2  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 2  |
| CVB Building           | Conference Room                              | 2x4 2T8 Surface Mount                             | 4  | Relamp 2-lamp 4' Type B LED Tube Low Lumen                | 4  |
| CVB Building Exterior  | Main Building                                | Existing LED Wall Pack Fixtures - DNR             | 3  | DNR - Do Not Retrofit (LED ALREADY)                       | 3  |

|                             |                                    |                                       |     |                                            |     |
|-----------------------------|------------------------------------|---------------------------------------|-----|--------------------------------------------|-----|
| CVB Building Exterior       | Sign Lights                        | 23W CFL A19 Screw In                  | 2   | Relamp PAR38 LED LAMP                      | 2   |
| Stewart Creek Park          | RR Building-Mens                   | 4' Strip 2T8                          | 4   | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 4   |
| Stewart Creek Park          | RR Building-Womens                 | 4' Strip 2T8                          | 4   | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 4   |
| Stewart Creek Park          | RR Building-Storage #1             | 4' Strip 2T8                          | 4   | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 4   |
| Stewart Creek Park          | RR Building-Storage #2             | 4' Strip 2T8                          | 4   | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 4   |
| Stewart Creek Park Exterior | RR Building                        | Existing LED PAR38 Screw In-DNR       | 1   | DNR - Do Not Retrofit (LED ALREADY)        | 1   |
| Stewart Creek Park Exterior | RR Building                        | Existing LED Wall Pack Fixtures - DNR | 3   | DNR - Do Not Retrofit (LED ALREADY)        | 3   |
| Stewart Creek Park Exterior | Park Area                          | Flood 250 Watt MH                     | 5   | 100W LED Flood Slip Fitter                 | 5   |
| Stewart Creek Park Exterior | Park Roads                         | 175W MH Dusk to Dawn                  | 7   | 50W LED Dusk to Dawn                       | 7   |
| Stewart Creek Park Exterior | Boat Ramp                          | Pole Light 175 Watt MH                | 9   | 75W LED Cobra Head                         | 9   |
| Library                     | Public Foyer 102                   | 8" Recessed Can (2)26W Horizontal     | 23  | 8" LED Recessed Can                        | 23  |
| Library                     | Public Foyer 102                   | Existing LEDPAR20- DNR                | 2   | DNR - Do Not Retrofit (LED ALREADY)        | 2   |
| Library                     | Library Circulation Desk 331       | 8" Recessed Can (2)26W Horizontal     | 5   | 8" LED Recessed Can                        | 5   |
| Library                     | Library Circulation Desk 331       | Existing LEDPAR20- DNR                | 8   | DNR - Do Not Retrofit (LED ALREADY)        | 8   |
| Library                     | Library Circulation Work Room 329  | 2x4 3T8 Recessed Parabolic            | 12  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 12  |
| Library                     | Library Circulation Supervisor 328 | 2x4 3T8 Recessed Parabolic            | 1   | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1   |
| Library                     | Library Circulation Book Drop 327  | 2x4 3T8 Recessed Parabolic            | 1   | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1   |
| Library                     | Library Open Area                  | 2x4 2T5 28W HE                        | 107 | Relamp 2-lamp 4' T5 Type B                 | 107 |
| Library                     | Library Room 302                   | 2x4 3T8 Recessed Parabolic            | 2   | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2   |

|         |                                      |                                   |   |                                            |   |
|---------|--------------------------------------|-----------------------------------|---|--------------------------------------------|---|
| Library | Library Quiet Room 303               | 2x4 2T5 28W HE                    | 7 | Relamp 2-lamp 4' T5 Type B                 | 7 |
| Library | Library Reference Room 304           | 2x4 3T8 Recessed Parabolic        | 2 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2 |
| Library | Library Conference Room 306          | 2x4 3T8 Recessed Parabolic        | 6 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 6 |
| Library | Library Work/Secty 308               | 2x4 3T8 Recessed Parabolic        | 3 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 3 |
| Library | Library Director 309                 | 2x4 3T8 Recessed Parabolic        | 3 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 3 |
| Library | Library A/V Storage 321              | 2x4 3T8 Recessed Parabolic        | 1 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1 |
| Library | Library Story Area 320               | 2x2 2T8 U-Tube Recessed Prismatic | 2 | Relamp 2-lamp 2' U-Tube TLED Type B        | 2 |
| Library | Library RR 319                       | 23W CFL A19 Screw In              | 3 | Relamp A19 LED                             | 3 |
| Library | Library Work Room 318                | 2x4 3T8 Recessed Parabolic        | 1 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1 |
| Library | Library Work Room 317                | 2x4 3T8 Recessed Parabolic        | 1 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1 |
| Library | Library Room 316                     | 2x4 3T8 Recessed Parabolic        | 1 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1 |
| Library | Library Storage 311                  | 2x4 3T8 Recessed Parabolic        | 1 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1 |
| Library | City Hall Break Room 310             | 2x4 3T8 Recessed Parabolic        | 2 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2 |
| Library | City Hall Tech Service Work Room 314 | 2x4 3T8 Recessed Parabolic        | 8 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 8 |
| Library | City Hall RR 313                     | 23W CFL A19 Screw In              | 3 | Relamp A19 LED                             | 3 |
| Library | City Hall Upstairs Data Room         | 2x4 3T8 Recessed Parabolic        | 4 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 4 |
| Library | City Hall Upstairs Data Room         | 2x2 2T8 U-Tube Recessed Prismatic | 2 | Relamp 2-lamp 2' U-Tube TLED Type B        | 2 |
| Library | City Hall PW Clean Up Room 225       | 2x4 3T8 Recessed Parabolic        | 2 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2 |
| Library | City Hall Corridor 227               | 2x4 3T8 Recessed Parabolic        | 2 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2 |
| Library | City Hall Corridor 220               | 2x4 3T8 Recessed Parabolic        | 6 | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 6 |

|         |                                                  |                                   |    |                                            |    |
|---------|--------------------------------------------------|-----------------------------------|----|--------------------------------------------|----|
| Library | City Hall PW Record 228                          | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Hall Mail/Printing 224                      | 2x4 3T8 Recessed Parabolic        | 4  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 4  |
| Library | City Hall Billing Work 223                       | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Hall Electrical/Fire Sprinkler Room 221/222 | 4' Strip 2T8                      | 3  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 3  |
| Library | City Hall Staff Break Room 218                   | 2x4 3T8 Recessed Parabolic        | 5  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 5  |
| Library | City Hall Central Receiving and Shipping 219     | 4' Strip 2T8                      | 6  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 6  |
| Library | City Hall Corridor 217                           | 2x4 3T8 Recessed Parabolic        | 1  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1  |
| Library | City Hall Janitor 216                            | 4' Strip 2T8                      | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 1  |
| Library | City Hall Storage 215                            | 4' Strip 2T8                      | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 1  |
| Library | City Hall Storage 214                            | 4' Strip 2T8                      | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 1  |
| Library | City Hall Mens RR 229                            | 2x2 2T8 U-Tube Recessed Prismatic | 3  | Relamp 2-lamp 2' U-Tube TLED Type B        | 3  |
| Library | City Hall Mens RR 229                            | 6" Recessed Can 32W Vertical      | 3  | 6" LED Recessed Can                        | 3  |
| Library | City Hall Womens RR 230                          | 2x2 2T8 U-Tube Recessed Prismatic | 3  | Relamp 2-lamp 2' U-Tube TLED Type B        | 3  |
| Library | City Hall Womens RR 230                          | 6" Recessed Can 32W Vertical      | 3  | 6" LED Recessed Can                        | 3  |
| Library | City Hall Open Work Space 205                    | 2x4 2T5 28W HE                    | 55 | Relamp 2-lamp 4' T5 Type B                 | 55 |
| Library | City Hall Conference Room 206                    | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Hall Director Office 207                    | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |

|         |                                                   |                                      |    |                                               |    |
|---------|---------------------------------------------------|--------------------------------------|----|-----------------------------------------------|----|
| Library | City Hall<br>Conference<br>Room 208               | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Hall<br>Director<br>Office 209               | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Hall<br>Storage Room<br>210                  | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Hall City<br>Engineer 211                    | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Hall<br>Conference<br>Room 212               | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Hall<br>Director<br>Office 213               | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Manager<br>Open Area<br>240                  | 2x4 3T8 Recessed Parabolic           | 10 | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 10 |
| Library | City Manager<br>Work Room<br>231                  | 2x4 3T8 Recessed Parabolic           | 6  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 6  |
| Library | City Manager<br>Council<br>Conference<br>Room 239 | 2x4 3T8 Recessed Parabolic           | 5  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 5  |
| Library | City Manager<br>Council<br>Conference<br>Room 239 | Existing LEDPAR20- DNR               | 13 | DNR - Do Not Retrofit (LED<br>ALREADY)        | 13 |
| Library | City Manager<br>Open Area<br>240                  | 8" Recessed Can (2)32W<br>Horizontal | 1  | 8" LED Recessed Can                           | 1  |
| Library | City Manager<br>236                               | 2x4 3T8 Recessed Parabolic           | 5  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 5  |
| Library | City Manager<br>236                               | Existing LEDPAR20- DNR               | 6  | DNR - Do Not Retrofit (LED<br>ALREADY)        | 6  |
| Library | City Manager<br>RR 238                            | Existing LEDPAR20- DNR               | 4  | DNR - Do Not Retrofit (LED<br>ALREADY)        | 4  |
| Library | City Manager<br>Asst. Manager<br>234              | 2x4 3T8 Recessed Parabolic           | 2  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 2  |
| Library | City Manager<br>City Attorney<br>241              | 2x4 3T8 Recessed Parabolic           | 4  | Relamp 3-lamp 4' Type B LED<br>Tube Low Lumen | 4  |



|         |                                  |                                   |    |                                            |    |
|---------|----------------------------------|-----------------------------------|----|--------------------------------------------|----|
| Library | City Manager Council 242         | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Manager Council 242         | 2x2 2T8 U-Tube Recessed Parabolic | 1  | Relamp 2-lamp 2' U-Tube TLED Type B        | 1  |
| Library | City Manager City Secretary 233  | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Manager Vault 232           | 2x4 2T8 Surface Mount             | 1  | Relamp 2-lamp 4' Type B LED Tube Low Lumen | 1  |
| Library | City Manager Vault 232           | 4' Wrap 4T8                       | 2  | Relamp 4-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Manager Record Storage 243  | 2x4 3T8 Recessed Parabolic        | 3  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 3  |
| Library | City Hall Cashier 204            | 2x4 2T5 28W HE                    | 5  | Relamp 2-lamp 4' T5 Type B                 | 5  |
| Library | City Hall Service Lobby 108      | 8" Recessed Can (2)32W Horizontal | 6  | 8" LED Recessed Can                        | 6  |
| Library | City Hall Customer Services 112  | 2x4 3T8 Recessed Parabolic        | 4  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 4  |
| Library | City Hall Corridor Outside 201   | 2x4 3T8 Recessed Parabolic        | 1  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 1  |
| Library | City Hall HR Conference Room 201 | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Hall Director HR 202        | 2x4 3T8 Recessed Parabolic        | 2  | Relamp 3-lamp 4' Type B LED Tube Low Lumen | 2  |
| Library | City Hall HR Storage 203         | 4' 2T5 Strip                      | 1  | Relamp 2-lamp 4' T5 Type B                 | 1  |
| Library | Public Foyer Mens RR             | Existing LED PAR38 Screw In- DNR  | 6  | DNR - Do Not Retrofit (LED ALREADY)        | 6  |
| Library | Public Foyer Womens RR           | Existing LED PAR38 Screw In- DNR  | 6  | DNR - Do Not Retrofit (LED ALREADY)        | 6  |
| Library | Public Foyer Vestibule 109       | 6" Downlight CFL 26W 4-pin 1L     | 1  | 6" LED Recessed Can                        | 1  |
| Library | City Council Room 106            | Existing LED PAR38 Screw In- DNR  | 19 | DNR - Do Not Retrofit (LED ALREADY)        | 19 |
| Library | City Council Room 106            | Existing LEDPAR20- DNR            | 6  | DNR - Do Not Retrofit (LED ALREADY)        | 6  |
| Library | City Council Room 106            | Existing MR16 LED- DNR            | 8  | DNR - Do Not Retrofit (LED ALREADY)        | 8  |

|                             |                                   |                                                      |             |                                               |             |
|-----------------------------|-----------------------------------|------------------------------------------------------|-------------|-----------------------------------------------|-------------|
| Library                     | City Council<br>A/V Room 105      | Existing LED PAR38 Screw In-<br>DNR                  | 2           | DNR - Do Not Retrofit (LED<br>ALREADY)        | 2           |
| Library Exterior            | Exterior<br>Parking Lots          | 250W MH                                              | 16          | LED Site Light 150W                           | 16          |
| Library Exterior            | Front of<br>Building              | 6" Recessed Can 100w MH<br>Vertical                  | 8           | 6" LED Recessed Can                           | 8           |
| Library Exterior            | On Top of<br>Covered Entry<br>Way | Flood 250 Watt MH                                    | 1           | 100W LED Flood Slip Fitter                    | 1           |
| Library Exterior            | Flag Pole<br>Lights               | Flood 175 Watt MH                                    | 2           | 50W LED Flood Slip Fitter                     | 2           |
| Library Exterior            | Under<br>Covered Entry<br>Way     | Uplight Can 100W MH                                  | 8           | Relamp LED Screw-In 2,000<br>LM               | 8           |
| Facilities Shop             | Shop Buildings                    | 4' Strip 2T12                                        | 2           | Relamp 2-lamp 4' Type B LED<br>Tube Low Lumen | 2           |
| Facilities Shop             | Shop Buildings                    | Existing 8' Strip Type B - 4 - 4'<br>LED Tubes - DNR | 2           | DNR - Do Not Retrofit (LED<br>ALREADY)        | 2           |
| Facilities Shop             | Shop Buildings                    | Existing 4' Strip Type B - 2<br>LED Tubes - DNR      | 5           | DNR - Do Not Retrofit (LED<br>ALREADY)        | 5           |
| Facilities Shop             | Shop Buildings                    | 8' Strip 4T8                                         | 2           | Relamp 4-lamp 4' Type B LED<br>Tube Low Lumen | 2           |
| Facilities Shop<br>Exterior | Covered<br>Storage Sheds          | PAR38 Screw In                                       | 4           | Relamp PAR38 LED LAMP                         | 4           |
| Facilities Shop<br>Exterior | Covered<br>Storage Sheds          | Existing LED PAR38 Screw In-<br>DNR                  | 20          | DNR - Do Not Retrofit (LED<br>ALREADY)        | 20          |
| Facilities Shop<br>Exterior | Shop Buildings                    | 175W MH Dusk to Dawn                                 | 1           | 50W LED Dusk to Dawn                          | 1           |
| Facilities Shop<br>Exterior | Shop Buildings                    | Existing LED Wall Pack<br>Fixtures - DNR             | 2           | DNR - Do Not Retrofit (LED<br>ALREADY)        | 2           |
| Jail Interior               | Jail Portion of<br>PD             | TBD                                                  | TBD         | TBD                                           | TBD         |
| <b>TOTALS</b>               |                                   |                                                      | <b>1071</b> |                                               | <b>1071</b> |

## Lighting Clarifications and Exclusions

- Proposal is based on existing notes, proposal notes, and counts provided in the line-by-line.
- Interior lighting at the Jail, Sally Port and Jail Holding Cells is limited to these areas and will be included in the scope of work and defined after a final audit of the lighting is performed.
- Battery backup (Emergency Fixtures) has been included where noted in the proposed solution column in the line by lines; only existing EM fixtures receiving LED tube replacements will remain as EM fixtures.
- Additional or new emergency lighting fixtures or circuits are not included
- The proposed scope and price are based on reasonable access being provided to all areas
- Secured storage on the project site is assumed to be available.
- Excludes any sports field lighting, or other exterior fixtures not noted in the Line by Line
- Flush mount fixtures will be used where lay-in fixtures are not able to be installed (only where new fixtures are required and listed in the Line by Line)
- Dimming systems and associated fixtures are excluded unless specified in the line-by-lines.
- Support mechanisms and housings of fixtures are excluded; security fixtures, panels, lenses and hardware at the Jail will all be re-used except to the extent required to retrofit the lamps to LED.
- Sockets will be replaced as needed and where required for tube retrofits.
- Lenses not specified in the line-by-lines are excluded.
- Fixture protective covers are excluded.
- Switches, twist timers, and breakers will not be replaced.
- Switch plates will not be replaced.
- Electrical wiring except for replacement/retrofit within the fixture.
- Time clocks associated with existing lighting fixtures not specified in the line-by-lines.
- Lighting fixtures will not be replaced or relocated unless specified in the line-by-lines.
- Replacement of existing photocells on existing LED exterior fixtures to remain or replacement/repair of time clocks is excluded.
- Attic stock for new lamps or fixtures is limited to 1% of each type.
- Existing timeclocks, photocells, or lighting control systems to remain in place.

## ECM 2: HVAC UPGRADES

The following HVAC upgrades will be performed:

| HVAC SCOPE                        | LIBRARY (# OF RTUS) | ANNEX (# OF RTUS) |
|-----------------------------------|---------------------|-------------------|
| RE-ZONE AND PROVIDE NEW EQUIPMENT | 4                   | 0                 |
| REPLACE LIKE FOR LIKE             | 15                  | 2                 |

### HVAC Scope of Work:

#### LIBRARY:

- Existing 50-ton split system unit will be abandoned and replaced with 4 new TRANE RTUs to break the Library space into 4 zones
- Existing 50T condensing unit will be removed
- Existing 50T indoor AHU will be capped, power removed, and abandoned in place due to the location of the unit and the amount of disruption and wall/ceiling removal required to demolish it
- Existing supply and return air duct to be modified to be served by new RTUs
- New RTUs will be provided with all required turnkey construction for a complete system:
  - New breakers, feeders and disconnects
  - New exterior structural support and tie in to existing structural beams and columns
  - New roof curbs, flashing and limited roof repair
  - Ductwork, gas line extensions, condensate lines, etc.
- 15 of the existing aged RTUs will be replaced with similar tonnage TRANE units.
- Existing circuits, roof penetrations, ductwork, gas lines and condensate lines to be re-used for these 15 new units. New breakers to be provided where required.
- All new RTUs will be integrated into the upgraded TRANE BAS being provided at the Library

#### ANNEX:

- 2 new TRANE RTUs to be provided, to replace the 2 aged RTUs
- New RTUs to include required work for a fully functional mechanical system, including roof curbs, gas line extension, disconnects, condensate lines, and re-sized electrical breakers
- All RTUs, including new and existing to remain, will be integrated into a new TRANE BAS at the facility

### Mechanical And Electrical Exclusions

- Replacement of piping, dampers, valves, electrical systems or components, or other accessories not specified in the scope of work
- Repair of mechanical failures or deficiencies noted during the project.
- All existing grounding and bonding of equipment as well as the existing facility grounding system are assumed to be in suitable condition to re-terminate to the equipment. Should existing deficiencies be discovered, which require additional scope of work to correct, the costs for the work can be covered by the Change Order Process
- Night/holiday work unless otherwise specified in the Scope of Work. Care will be taken to schedule all work with the County and avoid disruptive/excessively noisy work during operating hours.
- Additional labor cost due to restriction of allowable work hours
- Costs incurred due to lack of access to required areas or due to lack of access to storage areas to which materials are to be delivered
- Costs of providing access, access control, or security escorts which are not specified in the Scope of Work.
- Hazardous materials testing, and abatement not specified in the Scope of Work. Asbestos abatement not part of Schneider Electric's scope of work. Customer shall have any asbestos abated within the areas that impact mechanical, electrical and controls work prior to commencement of mechanical, electrical and controls work.

- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work
- Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work
- Commissioning of existing systems not identified in this document as included in Scope of Work
- Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area
- Waste disposal other than that required to accomplish the Scope of Work
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period
- Cost escalation of materials as a result of a delay in the construction schedule caused by customer action or inaction
- Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction
- Fees for third party engineers acting as Customer's agent
- Costs and labor associated with customer's third-party commissioning agent. Commissioning is to be performed by Schneider Electric utilizing its normal checkout, verification, and documentation process.
- Structural modifications not specified in the Scope of Work
- Building envelope modifications not specified in the Scope of Work
- Replacement of ductwork and diffusers not specified in the Scope of Work
- Replacement of piping not specified in the Scope of Work
- Ductwork and piping insulation not specified in the Scope of Work
- Equipment replacement and their components not specified in the Scope of Work
- Roofing replacement, patching or repair beyond any damage caused as a result of the scope of work above

## ECM 3: BAS UPGRADES

### BUILDING AUTOMATION SYSTEM

The existing building automation systems (BAS) at the facilities listed below shall be upgraded to or replaced by new Trane Synchrony BAS for unification and consistency across the facilities. The existing Synchrony City Hall (Trinity North) BAS shall be used as the basis of design, and the new facilities shall have a similar look and feel as this system. The facilities listed in scope, inclusive of the City Hall shall all be accessible and controllable by a central, unified login made possible by a new deployment of a Trane Ensemble system. Control zones across the city will be programmed for temperature setup and temperature setback. Permanent scheduling, holiday scheduling, and temporary schedule capabilities for each control zone will be provided.

The BAS subcontractor will provide site-specific on-site training for the BAS operation. This includes, but is not limited to, system architecture, controller and override panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

The facilities included are:

- Central Library
- Government Center
- Jail and Sally Port at Colony Police Station
- Government Annex
- Current Recreation Center

Schneider Electric will be responsible for all final design decisions including controller selection, point configurations, and end device selection and will base such decisions on current standards and engineering practices of the BAS Subcontractor. Communication from each building to the central workstation will be provided through the owner's wide area network.

#### CENTRAL LIBRARY

The existing BAS shall be removed, and a new Trane Synchrony BAS system shall be installed to control the existing and new packaged rooftop equipment, the gas fired unit heater and exhaust fan in the loading dock area. As part of the mechanical scope of work, the existing 50-ton air handling unit serving the public areas of the library and its dedicated air-cooled chiller located on the roof shall be abandoned in place and not controlled by the BAS. That unit shall be replaced by 4 smaller roof top packaged air handling units (RTU) which will be controlled by the BAS. Additionally, fifteen (15) existing RTUs shall be replaced with like for like units and controlled by the BAS. The existing abandoned Liebert Computer Room Air Conditioning (CRAC) unit serving the penthouse and its associated condensing unit is excluded from the BAS scope of work. The existing exterior lighting time clock shall be replaced with BAS contacts for scheduling and control. Unless specifically noted below, all other general exhaust fans were assumed to be interlocked with the lighting circuit, did not exhaust from the conditioned plenum or for life-safety purposes and are excluded from BAS control and the BAS scope of work.

Control Parameters are as follows:

#### Packaged RTU (Typical of 8)

| <i>Control Points</i>                                                                                                                  | <i>Monitoring Points</i>                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Cooling Enable/Disable</li><li>▪ Heating Enable/Disable</li><li>▪ Supply Fan Command</li></ul> | <ul style="list-style-type: none"><li>▪ Supply Air Temperature</li><li>▪ Supply Fan Status</li><li>▪ Room Temperature</li><li>▪ Room Temperature Setpoint Adjust</li><li>▪ Room Override</li><li>▪ Room Relative Humidity</li></ul> |

### Gas Fired Unit Heater

| <i>Control Points</i>                                                    | <i>Monitoring Points</i>                                                                                                              |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Heating Enable/Disable</li></ul> | <ul style="list-style-type: none"><li>▪ Room Temperature</li><li>▪ Room Temperature Setpoint Adjust</li><li>▪ Room Override</li></ul> |

### New Packaged Single-Zone VAV RTU w/ Economizer, DCV, and Powered Exhaust (Typical of 14)

| <i>Control Points<sup>1</sup></i>                                                                                                                                                                   | <i>Monitoring Points<sup>1</sup></i>                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Cooling Enable/Disable</li><li>▪ Heating Enable/Disable</li><li>▪ Supply Fan Command</li><li>▪ Economizer Actuation</li><li>▪ Exhaust Fan Command</li></ul> | <ul style="list-style-type: none"><li>▪ Supply Air Temperature</li><li>▪ Supply Fan Status</li><li>▪ Room Temperature</li><li>▪ Room Temperature Setpoint Adjust</li><li>▪ Room Override</li><li>▪ Room Relative Humidity</li><li>▪ Room CO2</li><li>▪ Economizer Fault Alarm<sup>2</sup></li></ul> |

### New Packaged RTU (Typical of 5)

| <i>Control Points<sup>1</sup></i>                                                                                                      | <i>Monitoring Points<sup>1</sup></i>                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Cooling Enable/Disable</li><li>▪ Heating Enable/Disable</li><li>▪ Supply Fan Command</li></ul> | <ul style="list-style-type: none"><li>▪ Supply Air Temperature</li><li>▪ Supply Fan Status</li><li>▪ Room Temperature</li><li>▪ Room Temperature Setpoint Adjust</li><li>▪ Room Override</li><li>▪ Room Relative Humidity</li></ul> |

### Miscellaneous

| <i>Control Points</i>                                                                                     | <i>Monitoring Points</i>                                                                                 |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Exhaust Fan Command</li><li>▪ Exterior Lighting Command</li></ul> | <ul style="list-style-type: none"><li>▪ Outside Air Temperature</li><li>▪ Outside Air Humidity</li></ul> |

<sup>1</sup> Inputs and Outputs of new equipment are subject to change based on final unit selection for new mechanical equipment.

<sup>2</sup> BAS-annunciated alarm point is subject to mechanical equipment selection.

### GOVERNMENT CENTER

The existing Trane BAS shall be upgraded to a Synchrony system, included on the Tracer Ensemble system and expanded as follows on the existing rooftop packaged units and split system equipment. The IT room, served by an existing mini-split AHU, shall have the space temperature monitored only and shall not be directly controllable by the BAS. Any existing general exhaust fans not specifically called out below are assumed to be interlocked with the lighting circuits or are used for life safety purposes and are excluded from BAS control and the BAS scope of work.

Control parameters are as follows:



**Packaged Heat Pump RTU with Economizer (Typical of 3)**

| <i>Control Points</i>                                                                                                                                                                                                | <i>Monitoring Points</i>                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Reversing Valve Command</li> <li>▪ Supply Fan Command</li> <li>▪ Economizer Damper Actuation</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

**Packaged Heat Pump RTU (Typical of 3)**

| <i>Control Points</i>                                                                                                                                                         | <i>Monitoring Points</i>                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Reversing Valve Command</li> <li>▪ Supply Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

**Heat Pump AHU (Typical of 2)**

| <i>Control Points</i>                                                                                                                                                         | <i>Monitoring Points</i>                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Reversing Valve Command</li> <li>▪ Supply Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

**GOVERNMENT ANNEX**

A new Trane Synchrony BAS shall be installed to control the packaged roof top units. As part of the mechanical scope of work, the two existing Lennox RTUs shall be replaced with new equipment. The existing exterior lighting timeclock shall be replaced with BAS contacts for scheduling and control. Any existing general exhaust fans not specifically called out below are assumed to be interlocked with the lighting circuits or are used for life safety purposes and are excluded from BAS control and the BAS scope of work.

Control parameters are as follows:

**Packaged RTU (Typical of 2)**

| <i>Control Points</i>                                                                                                                      | <i>Monitoring Points</i>                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Supply Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

**New Packaged RTU**

| <i>Control Points<sup>1</sup></i>                                                                                                          | <i>Monitoring Points<sup>1</sup></i>                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Supply Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

### New Packaged Single-Zone VAV RTU w/ Economizer, DCV, and Powered Exhaust

| <i>Control Points<sup>1</sup></i>                                                                                                                                                                         | <i>Monitoring Points<sup>1</sup></i>                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Supply Fan Command</li> <li>▪ Economizer Actuation</li> <li>▪ Exhaust Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> <li>▪ Room CO2</li> <li>▪ Economizer Fault Alarm<sup>2</sup></li> </ul> |

### Miscellaneous

| <i>Control Points</i>                                                         | <i>Monitoring Points</i> |
|-------------------------------------------------------------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>▪ Exterior Lighting Command</li> </ul> |                          |

<sup>1</sup> Inputs and Outputs of new equipment are subject to change based on final unit selection for new mechanical equipment.

<sup>2</sup> BAS-annunciated alarm point is subject to mechanical equipment selection.

### “CURRENT” RECREATION CENTER

A new Trane Synchrony BAS shall be installed to control the Air Handlers serving the building and Ground mounted packaged units serving the basketball courts. The Split system unit serving the Raquetball court shall control to a return air sensor mounted as close as possible to the return grill without encroaching on the court space. A remote temperature sensor shall also be installed in the “Blue Room” for space monitoring. Local temperature setpoint adjust and override shall not be accessible in the Blue Room or the Raquetball court but may be accessed by local occupants. The exhaust fans serving the restrooms shall be controlled by the BAS for scheduling purposes and status monitored for alarming. All other general exhaust fans are assumed to be interlocked with the lighting circuits or are used for life safety purposes and are excluded from BAS control and the BAS scope of work.

Control parameters are as follows:

### Split System AHU (Typical of 5)

| <i>Control Points</i>                                                                                                                      | <i>Monitoring Points</i>                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Supply Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

### Split System AHU (Raquetball Court)

| <i>Control Points</i>                                                                                                                      | <i>Monitoring Points</i>                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Supply Fan Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Return Air Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> </ul> |

### **Ground-Mount Packaged AHU with Economizer (Typical of 3)**

| <i>Control Points</i>                                                                                                                                                        | <i>Monitoring Points</i>                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Cooling Enable/Disable</li><li>▪ Heating Enable/Disable</li><li>▪ Supply Fan Command</li><li>▪ Economizer Damper Actuation</li></ul> | <ul style="list-style-type: none"><li>▪ Supply Air Temperature</li><li>▪ Supply Fan Status</li><li>▪ Room Temperature</li><li>▪ Room Temperature Setpoint Adjust</li><li>▪ Room Override</li><li>▪ Room Relative Humidity</li></ul> |

### **Restroom Exhaust Fan (Typical of 4)**

| <i>Control Points</i>                                                 | <i>Monitoring Points</i> |
|-----------------------------------------------------------------------|--------------------------|
| <ul style="list-style-type: none"><li>▪ Exhaust Fan Command</li></ul> |                          |

### **JAIL AND SALLY PORT AT POLICE STATION**

The existing Alerton BAS control system shall be removed, and a new Trane Synchrony BAS system shall be installed to control the air handling equipment serving the Jail, Shooting Range, and Sally Port of the Police Station building. Any equipment on the west side of the building, west of the Sally Port, shall remain on its existing BAS control system, is excluded from this BAS scope of work and will NOT interface with the new Trane Ensemble system. The mechanical room, electrical room, and security electronics rooms served by individual mini-split AHUs shall have the space temperature monitored only and shall not be directly controllable by the BAS. The existing exterior lighting timeclock shall be replaced with BAS contacts for scheduling and control. The Supply/Exhaust fan pairs serving the shooting range, and the exhaust fan serving the sally port are for life safety purposes and are excluded from the BAS scope of work. The domestic hot water boilers and the hot water circulation pump are also excluded from BAS scope of work. All other general exhaust fans are assumed to be interlocked with the lighting circuits and are excluded from the BAS scope of work.

Control parameters are as follows:

### **Packaged RTU (Typical of 3)**

| <i>Control Points</i>                                                                                                                  | <i>Monitoring Points</i>                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Cooling Enable/Disable</li><li>▪ Heating Enable/Disable</li><li>▪ Supply Fan Command</li></ul> | <ul style="list-style-type: none"><li>▪ Supply Air Temperature</li><li>▪ Supply Fan Status</li><li>▪ Room Temperature</li><li>▪ Room Temperature Setpoint Adjust</li><li>▪ Room Override</li><li>▪ Room Relative Humidity</li></ul> |

### **Packaged Single-Zone VAV RTU w/ Economizer and active Dehumidification**

| <i>Control Points</i>                                                                                                                                                                                          | <i>Monitoring Points</i>                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Cooling Enable/Disable</li> <li>▪ Heating Enable/Disable</li> <li>▪ Supply Fan Command</li> <li>▪ Economizer Actuation</li> <li>▪ Dehumidification Command</li> </ul> | <ul style="list-style-type: none"> <li>▪ Supply Air Temperature</li> <li>▪ Supply Fan Status</li> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> <li>▪ Room Relative Humidity</li> <li>▪ Economizer Fault Alarm</li> <li>▪ Filter Status</li> <li>▪ Return Air Temperature</li> </ul> |

### **Gas Fired Unit Heater**

| <i>Control Points</i>                                                      | <i>Monitoring Points</i>                                                                                                                  |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Heating Enable/Disable</li> </ul> | <ul style="list-style-type: none"> <li>▪ Room Temperature</li> <li>▪ Room Temperature Setpoint Adjust</li> <li>▪ Room Override</li> </ul> |

### **Miscellaneous**

| <i>Control Points</i>                                                                                        | <i>Monitoring Points</i> |
|--------------------------------------------------------------------------------------------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>▪ Exhaust Fan Command</li> <li>▪ Exterior Lighting Command</li> </ul> |                          |

## **CLARIFICATIONS AND EXCLUSIONS**

The following clarifications and exclusions apply to ESCO's scope of work above:

### **CLARIFICATIONS**

- To the best of Schneider Electric's knowledge, the points above represent all that are necessary to effectively operate the indicated systems. If additional points are required to operate the systems specifically indicated above per Schneider Electric's Sequences of Operation, they will be incorporated under this scope of work. If any of the points indicated above are unable to be included within the final system, such points shall be excluded from this scope of work. Points associated with new mechanical equipment (if applicable) are subject to change based on those points available from the equipment ultimately furnished and the points deemed necessary for operation of the system.
- ESCO may reuse existing equipment including (but not limited to) valves, dampers, and actuators for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices require repair or replacement, this will be the responsibility of the owner unless specifically indicated otherwise in the scope of work. ESCO will create an equipment deficiency report (EDR) to provide the owner with written notification if such equipment or devices are identified.
- ESCO will only control equipment and/or devices shown in the Scope of Work. Equipment and devices not in the Scope of Work are excluded. ESCO is not responsible for the functionality of such equipment even if such equipment is operated by an existing BAS.
- Matching of ceiling tile color and pattern shall be limited by current commercial availability should replacement tile be required. Similar or complementary tiles shall be provided where exact matches are not available.
- Demolition of the existing HVAC controls / building automation equipment will be performed as needed to implement the new DDC system installation (reuse of enclosures, wire, and end devices will be solely at the discretion of ESCO). The total demolition of any remaining abandoned or obsolete control elements will be the responsibility of the owner, unless otherwise stated.

- ESCO is not responsible for safeties on existing equipment including smoke detectors, fire alarm interlocks, and low or high temperature cut-outs or any life safety equipment. Pre and post testing of smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to ESCO. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- Exhaust fans controlled by occupancy sensors or local switches, that are process / life safety related, or that do not move air beyond the building envelope will not be integrated with the building management system.
- ESCO will not be responsible for any modification or expansion of the owner's existing WAN/LAN for the execution of this project. Owner to provide ESCO with designated open port(s) as required at existing network switches in all facilities within this scope of work. ESCO to provide CAT5e Ethernet cable from control equipment to Owner network switch.
- Where new control panels are to be installed, conduit will be installed from the panel knock-out to a height of 8' or the level of the finished ceiling if present – whichever is lower – for all low voltage wiring. Conduit will not be required in other applications unless otherwise indicated by the scope of work above. All wiring shall be in compliance with local codes and authorities having jurisdiction.

## **EXCLUSIONS**

- Asbestos abatement of any kind is excluded.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Hydronic / airflow testing and balancing on HVAC equipment will not be included as part of the controls scope of work.
- Repair of existing HVAC and control equipment beyond the scope of work above is excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) is excluded.

**SCHEDULE II**  
**ENERGY SERVICES SCHEDULES**

See attached Schedules:

- Schedule II-A: Energy Services Definitions
- Schedule II-B: Performance Assurance Support Services Plan
- Schedule II-C: Performance Guarantee
- Schedule II-D: Measurement & Verification Plan
- Schedule II-E: Customer Responsibilities for Performance Guarantee

## SCHEDULE II(A) ENERGY SERVICES DEFINITIONS

The terms listed in this Schedule II(A) shall have the respective meanings assigned to them below. Any other capitalized terms used but not defined in the Energy Services Schedules shall have the respective meanings assigned to them in the Contract.

- 1.1. “Actual Savings” means the total savings realized or stipulated to by Customer during a specified period of time, as determined in accordance with the provisions of Schedules II(C)-II(E).
- 1.2. “Excess Savings” means the amount (if any) by which Actual Savings exceed the Guaranteed Cumulative Savings to date, including any Actual Savings achieved prior to the Savings Guarantee Commencement Date.
- 1.3. “Guaranteed Annual Savings” means the amount of savings guaranteed by ESCO for a given Guarantee Year, as set forth in the Savings Table under Schedule II(C).
- 1.4. “Guaranteed Cumulative Savings” means, with respect to the entire Performance Period or any other specified period, the total amount of savings guaranteed by ESCO for such period, as set forth in the Savings Table under Schedule II(C).
- 1.5. “Guarantee Year” means any twelve (12) month period that begins on the Savings Guarantee Commencement Date or any anniversary thereof and that occurs during the Performance Period.
- 1.6. “Initial Term” has the meaning set forth in Schedule II(B).
- 1.7. “M&V” means measurement and verification.
- 1.8. “M&V Plan” means the Measurement & Verification Plan set forth in Schedule II(D).
- 1.9. “PASS Fee” means the annual dollar amount to be paid by Customer under the PASS Plan.
- 1.10. “PASS Plan” means the Performance Assurance Support Services Plan set forth in Schedule II(B).
- 1.11. “PASS Services” means the services to be provided by ESCO under the PASS Plan.
- 1.12. “Performance Guarantee” has the meaning set forth in Section 1 of the Contract. means ESCO’s guarantee to Customer as set forth in Schedule II(C), as supplemented and/or modified by the terms and conditions of the Energy Services Schedules applicable thereto.
- 1.13. “Performance Period” has the meaning set forth in Schedule II(C).
- 1.14. “Renewal Term” has the meaning set forth in Schedule II(B).
- 1.15. “Savings Guarantee Commencement Date” means the first day of the Customer’s first utility billing period following ESCO’s issuance of the Project Substantial Completion Letter, unless the parties agree in writing to a different Savings Guarantee Commencement Date.
- 1.16. “Savings Reconciliation” has the meaning set forth in Schedule II(C).
- 1.17. “Savings Shortfall” means the difference between the Guaranteed Annual Savings and the Actual Savings for a given Guarantee Year.



**SCHEDULE II(B)  
PERFORMANCE ASSURANCE SUPPORT SERVICES PLAN**

**1. TERM AND TERMINATION:**

The PASS Plan described in this Schedule II(B) will commence on the Savings Guarantee Commencement Date and will continue for an initial term of [ 2 ]<sup>2</sup> year(s) (the “Initial Term”). Upon expiration of the Initial Term and upon commencement of each Guarantee Year thereafter, the PASS Plan will automatically renew for additional one-year periods (each, a “Renewal Term”) unless Customer terminates the PASS Plan by giving ESCO written Notice of termination at least thirty (30) days prior to the end of the then-current term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT THE PASS PLAN EXPIRES OR IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE II(C) OF THE CONTRACT SHALL BE DEEMED TO HAVE BEEN SATISFIED AND FULFILLED AS OF THE EFFECTIVE DATE OF EXPIRATION, CANCELLATION OR TERMINATION OF THE PASS PLAN, AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

**2. SERVICE SCOPE:**

a. **Initial Term (Guarantee Years 1-2):**

- i. **PASS Services for Guarantee Year 1 and Year 2.** ESCO shall provide the following PASS Services during Guarantee Initial Term:

**Remote System Monitoring & Reporting**

Schneider Electric will remotely access the Customer's Trane Energy Management System (EMS) on a monthly basis. During each service session, Schneider Electric will inspect the system and compare key operating variables against mutually agreed-upon parameters, including but not limited to occupancy schedules, offline devices, forced points, and other critical control settings.

In addition, Schneider Electric will evaluate the system for potential malfunctions, operational deficiencies, and opportunities to reduce energy waste. Any findings identified during the review will be documented and provided to the Customer for evaluation and follow-up.

The objective of this service is to deliver a monthly automation system performance report for each of the buildings listed below. All observations, recommendations, and identified issues will be included in the report, which will be provided to the Customer electronically.

If remote access to the Energy Management System is unavailable, Schneider Electric will notify the Customer. The Customer is responsible for restoring remote connectivity and informing Schneider Electric once access has been re-established. Schneider Electric shall not be responsible for performing the scheduled service session during periods when remote access is unavailable.

The Colony City Hall  
Firestation #4  
Firestation #5  
Library  
Annex  
Rec Center  
Jail

Government Center

b. **Renewal Terms:**

- i. **PASS Services for Guarantee Year 3.** Unless Customer terminates the PASS Plan pursuant to Section 1 above or selects a change in the PASS Plan pursuant to Section 2(c) below, the first Renewal Term (Guarantee Year 3) shall include the following PASS Services:

**Remote System Monitoring & Reporting**

Schneider Electric will remotely access the Customer's Trane Energy Management System (EMS) on a monthly basis. During each service session, Schneider Electric will inspect the system and compare key operating variables against mutually agreed-upon parameters, including but not limited to occupancy schedules, offline devices, forced points, and other critical control settings.

In addition, Schneider Electric will evaluate the system for potential malfunctions, operational deficiencies, and opportunities to reduce energy waste. Any findings identified during the review will be documented and provided to the Customer for evaluation and follow-up.

The objective of this service is to deliver a monthly automation system performance report for each of the buildings listed below. All observations, recommendations, and identified issues will be included in the report, which will be provided to the Customer electronically.

If remote access to the Energy Management System is unavailable, Schneider Electric will notify the Customer. The Customer is responsible for restoring remote connectivity and informing Schneider Electric once access has been re-established. Schneider Electric shall not be responsible for performing the scheduled service session during periods when remote access is unavailable.

The Colony City Hall  
Firestation #4  
Firestation #5  
Library  
Annex  
Rec Center  
Jail  
Government Center

- ii. **PASS Services for Later Guarantee Years:** Unless Customer terminates the PASS Plan pursuant to Section 1 above or selects a change in the PASS Plan pursuant to Section 2(c) below, each Renewal Term shall include the same PASS Services included with the PASS Plan in the immediately prior Renewal Term.
- c. **Change in PASS Plan for Renewal Term.** Approximately 90 days prior to the end of the then-current Renewal Term, ESCO and Customer will discuss any recommended and/or requested changes in the PASS Services for the upcoming Renewal Term. Any agreed changes to the PASS Plan will be documented in writing and signed by both parties at least thirty days prior to the end of the then-current term, and such changes shall take effect upon commencement of the upcoming Renewal Term.

**3. PASS FEES AND PAYMENT:**

- a. **PASS Fee for Initial Term.** The PASS Fee for the Initial Term is included in the Project Price.

- b. **PASS Fees for Renewal Terms.** Unless Customer terminates the PASS Plan pursuant to Section 1 above or selects a change in the PASS Plan pursuant to Section 2(c) above, the PASS Fee for the first Renewal Term (Guarantee Year 3) shall be \$10,587.00, and such PASS Fee shall be adjusted upwards for each Renewal Term thereafter in accordance with the increase in Consumer Price Index ("CPI").
- c. **Payment.** After the Initial Term, the PASS Fee for each Renewal Term shall be paid within thirty (30) days of the commencement of such Renewal Term. If ESCO has not received payment of all undisputed amounts within thirty (30) days of the applicable invoice date, then a late penalty equal to one percent (1%) or the late penalty imposed by applicable law will be applied to the overdue amounts each month until paid.

#### 4. OTHER:

## SCHEDULE II(C) PERFORMANCE GUARANTEE

Subject to the terms and conditions of this Schedule II(C) and the other Energy Services Schedules, ESCO hereby provides the Performance Guarantee described below.

### 1. TERM AND TERMINATION:

The Performance Guarantee shall commence on the Savings Guarantee Commencement Date and shall continue in effect for a period of 20 years thereafter, unless sooner terminated in accordance with the Contract Documents (the "Performance Period").

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT THE CONTRACT OR THE PASS PLAN EXPIRES OR IS CANCELED OR TERMINATED FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN THIS SCHEDULE II(C) SHALL BE DEEMED TO HAVE BEEN SATISFIED AND FULFILLED AS OF THE EFFECTIVE DATE OF SUCH EXPIRATION, CANCELLATION OR TERMINATION, AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

### 2. SAVINGS RECONCILIATION:

Customer shall send ESCO all utility and energy data in accordance with the requirements of Schedule II(E). Within sixty (60) days of receipt of such information for the first Guarantee Year, ESCO will determine the Actual Savings for such Guarantee Year in accordance with the M&V Plan set forth in Schedule II(D) (such determination, the "Savings Reconciliation").

If the Actual Savings for the first Guarantee Year are equal to or greater than the Guaranteed Annual Savings set forth in the table below for such Guarantee Year, the entire Performance Guarantee set forth in this Schedule II(C) shall be deemed to have been fully satisfied and fulfilled and all M&V activities will be concluded.

If the Actual Savings for the first Guarantee Year are less than the Guaranteed Annual Savings for such Guarantee Year, ESCO shall elect to address the Savings Shortfall as described in either Option 1 or Option 2 below.

Option 1 – Pay (i) the amount of the Savings Shortfall for the applicable Guarantee Year, *plus* (ii) the net present value (assuming a 5% discount rate) of the projected Savings Shortfalls for all Guarantee Years remaining in the Performance Period, *minus* (iii) Excess Savings, if applicable (the "Projected Shortfall Payment"). For purposes of calculating the Projected Shortfall Payment, the projected Savings Shortfalls for each future Guarantee Year shall be the difference between the Guaranteed Annual Savings and the projected Actual Savings for such Guarantee Year (using a yearly escalation rate as described in Schedule II(D) to calculate the projected Actual Savings).

Upon payment of the Projected Shortfall Payment under this Option 2, the entire Performance Guarantee set forth in this Schedule II(C) shall be deemed to have been fully satisfied and fulfilled and all M&V activities will be concluded.

Option 2 – Pay the Savings Shortfall for the applicable Guarantee Year, *minus* any Excess Savings, and extend the M&V period for another Guarantee Year (an "Extended M&V Period").

If ESCO selects Option 2, ESCO shall conduct another Savings Reconciliation at the end of the Extended M&V Period. Based on that Savings Reconciliation, if the Actual Savings for the applicable Guarantee Year are equal to or greater than the Guaranteed Annual Savings for such Guarantee Year,

then the remainder of the Performance Guarantee set forth in this Schedule II(C) shall be deemed to have been fully satisfied and fulfilled and all M&V activities will be concluded. However, if the Actual Savings for the applicable Guarantee Year are less than the Guaranteed Annual Savings for such Guarantee Year, ESCO shall again elect to address the Savings Shortfall as described in either Option 1 or Option 2 above.

ESCO will make payment of any amounts owed pursuant to Option 1 or Option 2, as applicable, within forty-five (45) days of completing each Savings Reconciliation.

Except as set forth in this Performance Guarantee, ESCO makes no express or implied representations, warranties, guarantees or covenants concerning the potential energy efficiency or cost savings benefits of the Work, and payment by ESCO for any Savings Shortfall(s) in accordance with this Performance Guarantee shall be Customer's sole and exclusive remedy for any alleged energy efficiency or cost savings deficiencies.

### 3. GUARANTEE:

| SAVINGS TABLE    |                  |                      |             |                        |                           |                               |
|------------------|------------------|----------------------|-------------|------------------------|---------------------------|-------------------------------|
| Guarantee Year # | Measured Savings | Non-Measured Savings | O&M Savings | Capital Cost Avoidance | Annual Guaranteed Savings | Cumulative Guaranteed Savings |
| 0                | \$0              | \$0                  | \$0         | \$0                    | \$0                       | \$0                           |
| 1                | \$15,883         | \$15,742             | \$43,018    | \$43,000               | \$117,643                 | \$117,643                     |
| 2                | \$16,597         | \$16,450             | \$44,954    | \$43,000               | \$121,002                 | \$238,645                     |
| 3                | \$17,344         | \$17,190             | \$46,977    | \$43,000               | \$124,512                 | \$363,156                     |
| 4                | \$18,125         | \$17,964             | \$49,091    | \$43,000               | \$128,180                 | \$491,336                     |
| 5                | \$18,940         | \$18,772             | \$51,300    | \$43,000               | \$132,013                 | \$623,349                     |
| 6                | \$19,793         | \$19,617             | \$53,609    | \$43,000               | \$136,019                 | \$759,368                     |
| 7                | \$20,683         | \$20,500             | \$56,021    | \$43,000               | \$140,204                 | \$899,572                     |
| 8                | \$21,614         | \$21,422             | \$58,542    | \$43,000               | \$144,579                 | \$1,044,151                   |
| 9                | \$22,587         | \$22,386             | \$61,177    | \$43,000               | \$149,150                 | \$1,193,300                   |
| 10               | \$23,603         | \$23,394             | \$63,930    | \$43,000               | \$153,926                 | \$1,347,227                   |
| 11               | \$24,665         | \$24,446             | \$66,806    | \$43,000               | \$158,918                 | \$1,506,145                   |
| 12               | \$25,775         | \$25,546             | \$69,813    | \$43,000               | \$164,134                 | \$1,670,279                   |
| 13               | \$26,935         | \$26,696             | \$72,954    | \$43,000               | \$169,585                 | \$1,839,865                   |
| 14               | \$28,147         | \$27,897             | \$76,237    | \$43,000               | \$175,282                 | \$2,015,146                   |
| 15               | \$29,414         | \$29,153             | \$79,668    | \$43,000               | \$181,234                 | \$2,196,381                   |
| 16               | \$30,738         | \$30,465             | \$83,253    | \$43,000               | \$187,455                 | \$2,383,836                   |
| 17               | \$32,121         | \$31,835             | \$86,999    | \$43,000               | \$193,955                 | \$2,577,791                   |
| 18               | \$33,566         | \$33,268             | \$90,914    | \$43,000               | \$200,748                 | \$2,778,540                   |
| 19               | \$35,077         | \$34,765             | \$95,005    | \$43,000               | \$207,847                 | \$2,986,387                   |
| 20               | \$36,655         | \$36,330             | \$99,281    | \$43,000               | \$215,265                 | \$3,201,652                   |
| Total            | \$498,264        | \$493,838            | \$1,349,550 | \$860,000              | \$3,201,652               |                               |

## SCHEDULE II(D) MEASUREMENT & VERIFICATION PLAN

### PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Schedule II(C) shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

| Site                       | Annual Projected Savings |     |             |
|----------------------------|--------------------------|-----|-------------|
|                            | Electric                 |     | Natural Gas |
|                            | kWh                      | kW  | CCF         |
| Five Star Maintenance Shop | 5,530                    | 10  | 0           |
| Animal Shelter             | 1,108                    | 0   | 0           |
| City Hall Annex            | 7,417                    | 18  | 274         |
| Aquatic Park               | 5,237                    | 1   | -1          |
| Library                    | 164,698                  | 451 | -54         |
| CVB Building               | 1,278                    | 4   | 0           |
| Fire Station 2             | 7,105                    | 0   | 0           |
| Fire Station 3             | 24,809                   | 49  | -30         |
| Facilities Shop            | 1,947                    | 2   | 0           |
| Government Center          | 9,678                    | 0   | 0           |
| Jail                       | 0                        | 0   | 952         |
| Office Creek               | 11,884                   | 15  | 0           |
| Public Works and Fleet     | 37,967                   | 47  | 0           |
| Recreation Center          | 7,754                    | 0   | 0           |
| Stewart Creek Park         | 14,375                   | 4   | 0           |
| Total                      | 300,786                  | 601 | 1,141       |

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule II(C).

### ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below ("Baseline Energy Rates"), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type. These rates will escalate at 4.5% per year beginning in Year 2.

| Site                       | \$/kWh    | \$/kW      | \$/CCF    |
|----------------------------|-----------|------------|-----------|
| Animal Shelter             | \$0.07462 | \$0.00000  | \$0.00000 |
| Aquatic Park               | \$0.07462 | \$13.79467 | \$1.20943 |
| CVB Building               | \$0.07462 | \$12.09042 | \$0.00000 |
| Facilities Shop            | \$0.07462 | \$12.11253 | \$0.00000 |
| Fire Station 2             | \$0.07462 | \$13.48226 | \$0.00000 |
| Fire Station 3             | \$0.07462 | \$12.11054 | \$1.20943 |
| Five Star Maintenance Shop | \$0.07462 | \$12.63432 | \$0.00000 |
| Library                    | \$0.07462 | \$12.29847 | \$1.20943 |
| Office Creek               | \$0.07462 | \$12.60556 | \$0.00000 |
| Public Works and Fleet     | \$0.07462 | \$11.53846 | \$0.00000 |
| Stewart Creek Park         | \$0.07670 | \$0.00000  | \$0.00000 |

### COMMON ECM ASSUMPTIONS

### WEATHER DATA SOURCE

Data for weather compensation adjustments will be actual climate data obtained from the National Weather Service Station at Dallas/Fort Worth International Airport (DFW). In the event the specified weather station is de-activated, weather data will be collected from the nearest weather station with suitable observations. If the data source becomes unavailable or a superior source is identified, ESCO may select an alternative data source with Customer's approval.

## ANNUAL CALENDAR OF EVENTS

Provided below is a table summarizing the annual calendar of events that will be used as a basis in calculations, unless otherwise specified. In the event that there are any changes or deviations to this annual calendar, an appropriate adjustment will be made in accordance with the "Adjustment Schedule" set forth in Schedule II(E).

| Date(s)                   | Event            |
|---------------------------|------------------|
| Jan-1                     | New Years Day    |
| 3rd Monday of January     | MLK Jr. Day      |
| 3rd Monday of February    | Presidents Day   |
| Friday Before Easter      | Good Friday      |
| Last Monday in May        | Memorial Day     |
| June-19                   | Juneteenth       |
| July-4 or closest weekday | Independence Day |
| 1st Monday in September   | Labor Day        |
| 2nd Monday in October     | Columbus Day     |
| Nov-11                    | Veterans Day     |
| 4th Thursday in           | Thanksgiving     |
| 12-25                     | Christmas Day    |
| Dec-31                    | New Years Eve    |

## BUILDING OCCUPANCY SCHEDULES

Provided below is a table summarizing the building occupancy schedules used within the calculations, unless otherwise specified. In the event that there are any changes or deviations to this occupancy schedule, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule II(E).

| Facility             | Day Type            | Daily Schedule |
|----------------------|---------------------|----------------|
| <i>Building Name</i> |                     |                |
| Library              | Monday-Thursday     | 9AM - 8PM      |
|                      | Friday and Saturday | 9AM - 5PM      |
|                      | Sunday              | 12PM - 5PM     |
|                      | Holiday             | Unoccupied     |
| Office Creek         | Monday-Friday       | 8AM - 6PM      |
|                      | Weekend/Holiday     | Unoccupied     |
| Annex                | Monday-Friday       | 8AM - 5PM      |
|                      | Weekend/Holiday     | Unoccupied     |
| Recreation Center    | Monday-Friday       | 6AM - 9PM      |
|                      | Saturday            | 8AM- 6PM       |
|                      | Sunday/Holiday      | Unoccupied     |
| City Hall            | Monday-Friday       | 7AM - 6PM      |
|                      | Weekend/Holiday     | Unoccupied     |
| Government Center    | Monday-Thursday     | 7AM - 5:30PM   |
|                      | Friday              | 7AM - 12PM     |
|                      | Weekend/Holiday     | Unoccupied     |
| Jail                 | All                 | 24/7           |
| Firestation #4       | All                 | 24/7           |
| Firestation #5       | All                 | 24/7           |



## STANDARDS OF SERVICE AND COMFORT

Provided below is a table summarizing the temperature setpoints used within the calculations, unless otherwise specified. Customer agrees to operate the conditioned spaces in the facilities within the temperature ranges scheduled in the table below. In the event that there are any changes or deviations to these standards of service and comfort, an appropriate adjustment will be made in accordance with the Adjustment Schedule set forth in Schedule II(E).

|            | Heating | Cooling |
|------------|---------|---------|
| Occupied   | 68°F    | 74°F    |
| Unoccupied | 55°F    | 80°F    |

## MEASUREMENT & VERIFICATION DETAILS

### Option A – Lighting Efficiency and Controls

- A. Overview of M&V Plan, and Savings Calculation
- B. Energy Savings Calculations
- C. Key Parameter Measurement Strategy
- D. Parameter Estimates
- E. Cost Savings Calculations

#### A. Overview of M&V Plan, and Savings Calculation

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in accordance with the International Performance Measurement and Verification Protocol (IPMVP) – Core Concepts, 2022 Edition, as published by the Efficiency Valuation Organization (EVO). The remainder of this section describes the energy savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The energy and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

#### B. Energy Savings Calculations

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this verification method.

##### Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions, and the Performance Period conditions.

For energy demand, the demand savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

##### Equation 1 – Energy Demand Savings

$$D_{save} = \sum_{i=1}^n [(E_{Pre} \times F_{Pre} - E_{Post} \times F_{Post}) \times M]_i$$

Where,

$D_{save}$  = Demand savings

$n$  = Number of fixtures

$E_{Pre}$  = Power usage of the baseline lighting conditions

$E_{Post}$  = Power usage of the Performance Period lighting conditions

$F_{Pre}$  = Demand diversity factor of the baseline lighting conditions

$F_{Post}$  = Demand diversity factor of the Performance Period lighting conditions

$M$  = Equivalent months of annual demand savings

For energy consumption, the energy savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

##### Equation 2 – Energy Consumption Savings

$$E_{save} = \sum_{i=1}^n [E_{Pre} \times H_{Pre} - E_{Post} \times H_{Post}]_i$$

Where,

$E_{save}$  = Energy savings

$H_{Pre}$  = Baseline burn hours

$H_{Post}$  = Performance Period burn hours

The energy usage of both the baseline and Performance Period lighting conditions are calculated utilizing the same equations. The measured parameters collected during the pre-implementation period will be used to compute the baseline fixture power use. The measured parameters collected during the post-implementation period will be used to compute the Performance Period fixture power use. The equations for a single fixture for both the baseline and Performance Period are shown below using the baseline calculations as an example.

Equation 3 – Pre Fixture Power Use

$$E_{Pre} = (P)_{Pre} \times Q$$

Where,

P = Pre-implementation power draw of light fixture

Q = Quantity of associated light fixture

Equation 4 – HVAC System Electric Use

$$E_{HVAC} = E_{save} \times HF_E$$

Where,

$HF_E$  = HVAC Efficiency Conversion Factor

Equation 5 – HVAC System Electric Demand

$$D_{HVAC} = D_{save} \times HF_D$$

Where,

$HF_D$  = HVAC Efficiency Conversion Factor

Equation 6 – HVAC System Gas Use

$$G_{HVAC} = E_{save} \times HF_G$$

Where,

$HF_G$  = HVAC Efficiency Conversion Factor

### C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this lighting project, the key parameters that will be measured are the quantity and type of fixtures. Fixture wattages will be estimated based on the manufacturer documented wattages of each fixture type. Measurement and documentation strategies for each project phase are outlined below.

#### Pre-Implementation Measurements and Documentation

A detailed lighting audit will be carried out in the pre-implementation period. Fixture type and quantity will be verified for each retrofit. The wattage for each fixture type will be based on the manufacturer documented wattage. The specific retrofit solution for each fixture will be identified during the audit. The table below reflects fixture information collected to date and will be updated based on the detailed audit to reflect the existing building conditions.

| Fixture Name                   | Estimated Power (W) | Total Fixtures |
|--------------------------------|---------------------|----------------|
| 3LT8 2x4 (65W)                 | 65                  | 175            |
| 2LT5 28W HE (63W)              | 63                  | 174            |
| 2LT8 (44W)                     | 44                  | 102            |
| 4LT8 (87W)                     | 87                  | 68             |
| 2L32W 8ft Recessed Can         | 86                  | 64             |
| 250W MH                        | 291                 | 48             |
| 175W MH                        | 215                 | 37             |
| 23W CFL A19 Screw In           | 23                  | 34             |
| 2L 26W 8ft Recessed Can        | 54                  | 28             |
| 2T8 (55W)                      | 55                  | 20             |
| 100W MH                        | 129                 | 16             |
| 175W MH Dusk to Dawn (209W)    | 209                 | 13             |
| Round Sconce (32W)             | 32                  | 12             |
| 6in Recessed Can 32W           | 43                  | 11             |
| Full Cutoff Wall pack          | 129                 | 8              |
| 2LT12 (72W)                    | 72                  | 7              |
| 250W HPS Shoebox               | 295                 | 4              |
| 2L 13W CFL                     | 27                  | 4              |
| 4ft 2L T5HO (107W)             | 107                 | 4              |
| PAR38 Screw In                 | 65                  | 4              |
| Vanity 2' 1T8                  | 15                  | 4              |
| 400W MH Pendant Mount High Bay | 465                 | 3              |
| 175W MH Flood (208W)           | 208                 | 2              |
| 8ft 2LT12 (123W)               | 123                 | 2              |
| 8ft 2LT9 F92 (110W)            | 110                 | 2              |
| 8in Recessed Can 26W           | 27                  | 2              |
| 26W CFL                        | 27                  | 1              |
| 2LT5 4ft Strip (63W)           | 63                  | 1              |
| 3LT8 (55W)                     | 55                  | 1              |
| Total                          |                     | 851            |

### Post-Implementation Measurements and Documentation

Detailed fixture information will be documented in the post implementation period. Each new fixture type, quantity and documented wattage will be recorded to reflect the post retrofit conditions.

| Fixture Name                 | Estimated Power (W) | Total Fixtures |
|------------------------------|---------------------|----------------|
| 2L 14W T5 LED                | 28                  | 175            |
| 3L 9.5W LED                  | 29                  | 144            |
| 2L 9.5W LED                  | 19                  | 118            |
| 2L 15W LED                   | 30                  | 94             |
| 8in Recessed Can Light (14W) | 14                  | 94             |
| 30W LED                      | 30                  | 32             |
| 8W A19 Lamp                  | 8                   | 32             |
| 150W Pole Light              | 150                 | 31             |
| 60W Pole Light               | 60                  | 22             |
| 6in Recessed Can Light (12W) | 12                  | 16             |
| 7W Gx24 Lamp                 | 7                   | 16             |
| 2L 11.5W LED                 | 23                  | 15             |
| 105W High Bay                | 105                 | 13             |
| 17W A21 Lamp                 | 17                  | 8              |
| 108W Flood Light             | 108                 | 7              |
| 11Par30                      | 10                  | 6              |
| 4L 9.5W LED                  | 38                  | 6              |
| 2L 5.5W LED                  | 11                  | 4              |
| 50W Flood Light              | 50                  | 4              |
| 63W Wall pack                | 63                  | 4              |
| 9W 2ft LED                   | 9                   | 4              |

| Fixture Name    | Estimated Power (W) | Total Fixtures |
|-----------------|---------------------|----------------|
| 2L 24W T5HO LED | 50                  | 3              |
| 80W Pole Light  | 80                  | 2              |
| 34W HID         | 34                  | 1              |
| Total           |                     | 851            |

## Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy. ESCO will perform a utility bill analysis to notify Customer of the effectiveness of the installed project scope. These validation exercises will be performed one time one year after installation is complete and a summary of their results will be provided. In no event will the results of the validation exercises alter the amount of reported savings. The agreed upon annual savings values in Paragraph B will always be used as the reported savings and the values used to reconcile the guarantee in Schedule C.

## D. Parameter Estimates

Of the parameters identified under the equations for energy savings in Section B, several of the parameters are estimates, and may not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include: fixture wattages based on manufacturer documentation, burn hours, demand diversity factors, HVAC conversion factors, and months of demand. Burn hours and demand diversity factors are listed for each retrofit in Appendix A. Common information that applies to all fixtures groups is included below. The table below and Appendix A lists parameters that reflect engineering assumptions based on information gathered to date. Parameter estimates that are found to be inaccurate may be updated to reflect accurate building conditions upon customer approval.

| Building                   | HVAC Factor |        |         | Months of demand |
|----------------------------|-------------|--------|---------|------------------|
|                            | kWh         | kW     | CCF     |                  |
| Animal Shelter             | 0.0000      | 0.0000 | 0.0000  | 12               |
| Aquatic Park               | 0.2730      | 0.4024 | -0.0028 | 12               |
| CVB Building               | 0.1542      | 0.3194 | 0.0000  | 12               |
| Facilities Shop            | 0.1512      | 0.3267 | 0.0000  | 12               |
| Fire Station 2             | 0.2033      | 0.3103 | 0.0000  | 12               |
| Fire Station 3             | 0.2730      | 0.4035 | -0.0024 | 10               |
| Five Star Maintenance Shop | 0.1579      | 0.3260 | 0.0000  | 10               |
| Library                    | 0.2730      | 0.4017 | -0.0014 | 10               |
| Office Creek               | 0.1510      | 0.3244 | 0.0000  | 10               |
| Public Works and Fleet     | 0.1510      | 0.3255 | 0.0000  | 10               |
| Stewart Creek Park         | 0.0000      | 0.0000 | 0.0000  | 12               |

## E. Cost Savings Calculations

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined below and in Schedule II(D), Energy, Water, and O&M Rate Data. The applicable marginal utility rates will be applied to the baseline and Performance Period energy use as determined in Paragraph B. These rates will escalate at 4.5% per year beginning in Year 2.

Equation 6 will be used to compute the total cost savings for each Guarantee Year.

Equation 6 – Total Cost Savings for each Building

$$\$_{save} = \sum_{i=1}^n ((E_{save} + E_{HVAC}) \times \$_E + (D_{save} + D_{HVAC}) \times \$_D + (G_{HVAC}) \times \$_G)_i$$

Where,

- $\$_{save}$  = Guarantee year cost savings
- $\$_E$  = Marginal rate for electric consumption
- $\$_D$  = Marginal rate for electric demand
- $\$_G$  = Marginal rate for gas
- n = Total number of fixtures

Marginal Rates:

| Site                       | \$/kWh    | \$/kW      | \$/CCF    |
|----------------------------|-----------|------------|-----------|
| Animal Shelter             | \$0.07462 | \$0.00000  | \$0.00000 |
| Aquatic Park               | \$0.07462 | \$13.79467 | \$1.20943 |
| CVB Building               | \$0.07462 | \$12.09042 | \$0.00000 |
| Facilities Shop            | \$0.07462 | \$12.11253 | \$0.00000 |
| Fire Station 2             | \$0.07462 | \$13.48226 | \$0.00000 |
| Fire Station 3             | \$0.07462 | \$12.11054 | \$1.20943 |
| Five Star Maintenance Shop | \$0.07462 | \$12.63432 | \$0.00000 |
| Library                    | \$0.07462 | \$12.29847 | \$1.20943 |
| Office Creek               | \$0.07462 | \$12.60556 | \$0.00000 |
| Public Works and Fleet     | \$0.07462 | \$11.53846 | \$0.00000 |
| Stewart Creek Park         | \$0.07670 | \$0.00000  | \$0.00000 |

## NON-MEASURED SAVINGS

### A. Overview of M&V Plan, and Savings Calculation

### B. Annual Non-Measured Savings

#### A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule II(C). Section B details the agreed upon savings by measure and by category.

#### B. Annual Non-Measured Savings

##### Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. These savings will escalate at 4.5% per year beginning in Year 2.

| Utility Cost Savings Measure  | Cost Savings |
|-------------------------------|--------------|
| Library HVAC Replacement      | \$11,910     |
| Annex HVAC Replacement        | \$505        |
| Annex BAS Savings             | \$699        |
| Rec Center BAS Savings        | \$1,224      |
| Government Center BAS Savings | \$789        |
| Jail BAS Savings              | \$615        |
| Total                         | \$15,742     |

Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Excess Savings.

##### Operation and Maintenance Savings

The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. These savings will escalate at 4.5% per year beginning in Year 2.

| Operation and Maintenance Savings Measure | Cost Savings |
|-------------------------------------------|--------------|
| Library Lighting O&M Savings              | \$7,018      |
| Jail Lighting O&M Savings                 | \$750        |
| Library HVAC O&M Savings                  | \$24,377     |
| Annex HVAC O&M Savings                    | \$1,523      |
| Library BAS O&M Savings                   | \$3,948      |
| Government Center BAS O&M Savings         | \$1,245      |
| Jail BAS O&M Savings                      | \$2,127      |
| Rec Center BAS O&M Savings                | \$2,030      |
| Total                                     | \$43,018     |



### Avoided Capital Cost Savings

The annual savings in the table below are due to replacement of equipment at the end of its' useful life and will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date.

| Avoided Capital Savings Measure | Cost Savings |
|---------------------------------|--------------|
| Capital Cost Avoidance          | \$43,000     |

## **SCHEDULE II(E) CUSTOMER RESPONSIBILITIES FOR PERFORMANCE GUARANTEE**

### **GENERAL RESPONSIBILITIES**

Customer acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Customer agrees to undertake the following responsibilities:

Customer agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Customer facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- Remote connection to all temperature control and energy management systems which control part or all of any of the buildings listed within this Contract. Remote connection will use a cyber secure access point approved by Schneider Electric.
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Customer will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Customer will perform daily facilities monitoring and promptly review any alarm summaries.

Customer will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Customer will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Customer will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Customer on a time and materials basis.

### **MAINTENANCE RESPONSIBILITIES**

Customer agrees to use its best efforts to maintain the ECMs in original operating condition ("Original Operating Condition") with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Customer agrees to (1) repair or replace the ECM immediately, and (2) contact a PASS representative at 1-800-274-5551, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Customer will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Customer must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Customer will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Customer refuse to perform the required maintenance as required in this Contract, ESCO and Customer shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to Schedule II(E), or (2) ESCO may terminate this Performance Guarantee and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

## **ADJUSTMENT RESPONSIBILITIES**

In addition to the responsibilities of Customer set forth in this Schedule, Customer also agrees to undertake the responsibilities set forth in the Adjustment Schedule Is necessary.

## **ADJUSTMENT SCHEDULE**

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule II(D). A non-routine adjustment is required for any change outside of those explicitly defined in Schedule II(D) that will impact the energy use or the verified savings under this Contract. It is Customer's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Customer's sole expense.

## **CUSTOMER REQUIRED NON-ROUTINE BASELINE ADJUSTMENT RESPONSIBILITIES**

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Customer fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

### **1. Addition of New Building or New Energy User**

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule II(D) must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule II(D) or 20,000 ft<sup>2</sup>.

### **2. Addition to Existing Building**

- All utility services to the addition which affect the energy use of any meter included in Schedule II(D) must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule II(D) or 20,000 ft<sup>2</sup>.

### **3. Renovation / Modification to Existing Building or Utility Service**

- All utility services for the affected portion of the building must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule II(D) or 20,000 ft<sup>2</sup>.

4. **Demolition / Abandonment of Existing Building or Utility Service**
  - All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
  - Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule II(D) or 20,000 ft<sup>2</sup>.
5. **Re-commissioning of Out of Service Building**
  - All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
  - Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule II(D) or 20,000 ft<sup>2</sup>.
6. **Change in Occupancy**
  - Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 5% of the total occupant count in the base year.
7. **Change in Schedule**
  - Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule II(D).
8. **Change in Set-points**
  - Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: An average of 0.5° from the set-points defined in Schedule II(D).
9. **Change in Operational Calendar**
  - Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule II(D).
10. **Change in Plug Load**
  - Customer must perform, or cause to be performed, at Customer's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
  - Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.
11. **Customer Initiated ECMs**

- Customer must develop and execute an M&V plan at Customer's expense, which has been reviewed and approved by ESCO, to evaluate the impact of the change. If the impact determined by the M&V plan is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 2% of the projected savings on any affected meter.

**12. Missing Bills**

- Customer is required to provide ESCO with utility bills for meters defined in Schedule II(D) within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of the end of the service date, the Assumed Savings Procedure will be used.

**13. Failure to Operate ECMs According to Operational and Design Intent**

- Customer agrees to operate the ECMs according to the Operational and Design Intent of the ECMs. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

**14. Failure to Perform Project Specific Customer Responsibilities**

- Customer agrees to perform the project specific Customer responsibilities as defined in Schedule II(E). Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

**15. Other Causes**

- Any change that impacts the energy use on the meters defined in Schedule II(D) that does not fit into any of the other categories may still require a non-routine baseline adjustment. Customer will notify ESCO before any change is made so that an agreeable adjustment strategy can be determined. If no agreeable adjustment method can be reached, the Assumed Savings Procedure will be used.

**ASSUMED SAVINGS PROCEDURE ADJUSTMENT**

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
  - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule I., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

**ESTIMATED SAVINGS PROCEDURE ADJUSTMENT**

- At ESCO'S sole discretion, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.

Option A Lighting Line by Line

| Building Name         | Area                        | Pre Fixture Name            | Pre Burn Hours | Pre Quantity | Post Fixture Name            | Post Burn Hours | Post Quantity | Demand Diversity |
|-----------------------|-----------------------------|-----------------------------|----------------|--------------|------------------------------|-----------------|---------------|------------------|
| Office Creek          | Entry                       | 4LT8 (87W)                  | 3,120          | 2            | 2L 15W LED                   | 3,120           | 2             | 1.00             |
| Office Creek          | Front Locker and RR         | 4LT8 (87W)                  | 3,120          | 1            | 2L 15W LED                   | 3,120           | 1             | 1.00             |
| Office Creek          | Front Office                | 23W CFL A19 Screw In        | 3,120          | 2            | 8W A19 Lamp                  | 3,120           | 2             | 0.90             |
| Office Creek          | Telemetry Gear Room         | 4LT8 (87W)                  | 3,120          | 6            | 2L 15W LED                   | 3,120           | 6             | 0.90             |
| Office Creek          | Chlorinator Room            | 2LT12 (72W)                 | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Office Creek          | Chlorine Storage            | 2LT12 (72W)                 | 1,000          | 4            | 2L 9.5W LED                  | 1,000           | 4             | 0.30             |
| Office Creek          | Electrical Switch Gear Room | 4LT8 (87W)                  | 3,120          | 8            | 2L 15W LED                   | 3,120           | 8             | 0.30             |
| Office Creek          | Shop                        | 4LT8 (87W)                  | 3,120          | 10           | 2L 15W LED                   | 3,120           | 10            | 0.80             |
| Office Creek          | Main Building               | 175W MH                     | 4,380          | 6            | 30W LED                      | 4,380           | 6             | 0.00             |
| Office Creek          | Generator Area              | 175W MH Dusk to Dawn (209W) | 4,380          | 1            | 60W Pole Light               | 4,380           | 1             | 0.00             |
| Office Creek          | Generator Area              | 175W MH                     | 4,380          | 2            | 80W Pole Light               | 4,380           | 2             | 0.00             |
| Five Star Maint. Shop | Maintenance Shop            | 2LT8 (44W)                  | 3,120          | 21           | 2L 9.5W LED                  | 3,120           | 21            | 0.80             |
| Five Star Maint. Shop | Herbicide Storage 105       | 2LT8 (44W)                  | 700            | 1            | 2L 9.5W LED                  | 700             | 1             | 0.30             |
| Five Star Maint. Shop | Insecticide Storage 104     | 2LT8 (44W)                  | 700            | 1            | 2L 9.5W LED                  | 700             | 1             | 0.30             |
| Five Star Maint. Shop | Breakroom 103               | 3LT8 2x4 (65W)              | 3,120          | 4            | 2L 15W LED                   | 3,120           | 4             | 0.90             |
| Five Star Maint. Shop | Office 102                  | 3LT8 2x4 (65W)              | 3,120          | 2            | 2L 15W LED                   | 3,120           | 2             | 0.90             |
| Five Star Maint. Shop | Office 103                  | 3LT8 2x4 (65W)              | 3,120          | 2            | 2L 15W LED                   | 3,120           | 2             | 0.90             |
| Five Star Maint. Shop | Womens RR 109               | 2LT8 (44W)                  | 1,050          | 1            | 2L 9.5W LED                  | 1,050           | 1             | 0.50             |
| Five Star Maint. Shop | Womens RR 109               | 8in Recessed Can 26W        | 1,050          | 1            | 8in Recessed Can Light (14W) | 1,050           | 1             | 0.50             |
| Five Star Maint. Shop | Mens RR 108                 | 2LT8 (44W)                  | 1,050          | 1            | 2L 9.5W LED                  | 1,050           | 1             | 0.50             |
| Five Star Maint. Shop | Mens RR 108                 | 8in Recessed Can 26W        | 1,050          | 1            | 8in Recessed Can Light (14W) | 1,050           | 1             | 0.50             |
| Five Star Maint. Shop | Office 106                  | 3LT8 2x4 (65W)              | 3,120          | 2            | 2L 15W LED                   | 3,120           | 2             | 0.90             |
| Five Star Maint. Shop | Storage 111                 | 2LT8 (44W)                  | 700            | 1            | 2L 9.5W LED                  | 700             | 1             | 0.30             |
| Five Star Maint. Shop | Air Compressor 110          | 2LT8 (44W)                  | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Five Star Maint. Shop | Main Building               | Full Cutoff Wallpack        | 4,380          | 6            | 30W LED                      | 4,380           | 6             | 0.00             |
| Aquatic Park          | Pump Room                   | 2LT8 (44W)                  | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Aquatic Park          | Pump Room                   | 4LT8 (87W)                  | 3,120          | 1            | 4L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Aquatic Park          | Main Building               | Round Sconce (32W)          | 4,380          | 12           | 7W Gx24 Lamp                 | 4,380           | 12            | 0.00             |
| Aquatic Park          | Covered Picnic Building     | 175W MH                     | 4,380          | 1            | 34W HID                      | 4,380           | 1             | 0.00             |
| Aquatic Park          | Concession Building         | 250W MH                     | 4,380          | 2            | 50W Flood Light              | 4,380           | 2             | 0.00             |
| Aquatic Park          | Concession Building         | 250W MH                     | 4,380          | 1            | 108W Flood Light             | 4,380           | 1             | 0.00             |

## Appendix A

| Building Name  | Area                     | Pre Fixture Name            | Pre Burn Hours | Pre Quantity | Post Fixture Name            | Post Burn Hours | Post Quantity | Demand Diversity |
|----------------|--------------------------|-----------------------------|----------------|--------------|------------------------------|-----------------|---------------|------------------|
| Aquatic Park   | Concession Building      | 2LT8 (44W)                  | 3,120          | 3            | 2L 9.5W LED                  | 3,120           | 3             | 0.90             |
| Fire Station 2 | Front Vestible 100       | 6in Recessed Can 32W        | 3,120          | 1            | 6in Recessed Can Light (12W) | 3,120           | 1             | 1.00             |
| Fire Station 2 | Main Building            | 175W MH Dusk to Dawn (209W) | 4,380          | 4            | 60W Pole Light               | 4,380           | 4             | 0.00             |
| Fire Station 2 | Main Building            | 175W MH                     | 4,380          | 1            | 30W LED                      | 4,380           | 1             | 0.00             |
| Fire Station 2 | Main Building            | 250W HPS Shoebox            | 4,380          | 4            | 63W Wall pack                | 4,380           | 4             | 0.00             |
| Fire Station 3 | Public Lobby             | 2L32W 8ft Recessed Can      | 3,120          | 4            | 8in Recessed Can Light (14W) | 3,120           | 4             | 1.00             |
| Fire Station 3 | Public RR                | 3LT8 2x4 (65W)              | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 0.50             |
| Fire Station 3 | Watch Room 107           | 3LT8 2x4 (65W)              | 3,120          | 3            | 3L 9.5W LED                  | 3,120           | 3             | 0.70             |
| Fire Station 3 | Corridor 102             | 2L32W 8ft Recessed Can      | 3,120          | 7            | 8in Recessed Can Light (14W) | 3,120           | 7             | 1.00             |
| Fire Station 3 | Dayroom 110 & Dining 112 | 2L32W 8ft Recessed Can      | 3,120          | 10           | 8in Recessed Can Light (14W) | 3,120           | 10            | 0.70             |
| Fire Station 3 | Kitchen 113              | 4LT8 (87W)                  | 3,120          | 4            | 2L 15W LED                   | 3,120           | 4             | 0.70             |
| Fire Station 3 | Corridor 108             | 2L32W 8ft Recessed Can      | 3,120          | 6            | 8in Recessed Can Light (14W) | 3,120           | 6             | 1.00             |
| Fire Station 3 | Corridor 114             | 2L32W 8ft Recessed Can      | 3,120          | 6            | 8in Recessed Can Light (14W) | 3,120           | 6             | 1.00             |
| Fire Station 3 | Dorm Room 115            | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Dorm Room 116            | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Dorm Room 117            | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Dorm Room 118            | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Dorm Room 119            | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Dorm Room 120            | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Storage 111              | 2LT8 (44W)                  | 1,000          | 1            | 2L 9.5W LED                  | 1,000           | 1             | 0.30             |
| Fire Station 3 | Storage 109              | 2LT8 (44W)                  | 1,000          | 1            | 2L 9.5W LED                  | 1,000           | 1             | 0.30             |
| Fire Station 3 | Office 105               | 3LT8 2x4 (65W)              | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 0.90             |
| Fire Station 3 | Officers Dorm 106        | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Office 108               | 3LT8 2x4 (65W)              | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 0.90             |
| Fire Station 3 | Battalion Dorm 104       | 23W CFL A19 Screw In        | 2,000          | 3            | 8W A19 Lamp                  | 2,000           | 3             | 0.70             |
| Fire Station 3 | Corridor 122             | 2L32W 8ft Recessed Can      | 3,120          | 4            | 8in Recessed Can Light (14W) | 3,120           | 4             | 1.00             |
| Fire Station 3 | RR & Shower 128          | 2L32W 8ft Recessed Can      | 2,000          | 1            | 8in Recessed Can Light (14W) | 2,000           | 1             | 0.50             |
| Fire Station 3 | RR & Shower 128          | Vanity 2' 1T8               | 2,000          | 1            | 9W 2ft LED                   | 2,000           | 1             | 0.50             |
| Fire Station 3 | RR & Shower 128          | 6in Recessed Can 32W        | 2,000          | 1            | 7W Gx24 Lamp                 | 2,000           | 1             | 0.50             |
| Fire Station 3 | RR & Shower 127          | 2L32W 8ft Recessed Can      | 2,000          | 1            | 8in Recessed Can Light (14W) | 2,000           | 1             | 0.50             |
| Fire Station 3 | RR & Shower 127          | Vanity 2' 1T8               | 2,000          | 1            | 9W 2ft LED                   | 2,000           | 1             | 0.50             |
| Fire Station 3 | RR & Shower 127          | 6in Recessed Can 32W        | 2,000          | 1            | 7W Gx24 Lamp                 | 2,000           | 1             | 0.50             |



## Appendix A

| Building Name          | Area                                | Pre Fixture Name       | Pre Burn Hours | Pre Quantity | Post Fixture Name            | Post Burn Hours | Post Quantity | Demand Diversity |
|------------------------|-------------------------------------|------------------------|----------------|--------------|------------------------------|-----------------|---------------|------------------|
| Fire Station 3         | RR & Shower 126                     | 2L32W 8ft Recessed Can | 2,000          | 1            | 8in Recessed Can Light (14W) | 2,000           | 1             | 0.50             |
| Fire Station 3         | RR & Shower 126                     | Vanity 2' 1T8          | 2,000          | 1            | 9W 2ft LED                   | 2,000           | 1             | 0.50             |
| Fire Station 3         | RR & Shower 126                     | 6in Recessed Can 32W   | 2,000          | 1            | 7W Gx24 Lamp                 | 2,000           | 1             | 0.50             |
| Fire Station 3         | RR & Shower 125                     | 2L32W 8ft Recessed Can | 2,000          | 1            | 8in Recessed Can Light (14W) | 2,000           | 1             | 0.50             |
| Fire Station 3         | RR & Shower 125                     | Vanity 2' 1T8          | 2,000          | 1            | 9W 2ft LED                   | 2,000           | 1             | 0.50             |
| Fire Station 3         | RR & Shower 125                     | 6in Recessed Can 32W   | 2,000          | 1            | 7W Gx24 Lamp                 | 2,000           | 1             | 0.50             |
| Fire Station 3         | Laundry Room 124                    | 3LT8 2x4 (65W)         | 3,120          | 1            | 2L 15W LED                   | 3,120           | 1             | 0.70             |
| Fire Station 3         | Electric Room 123                   | 3LT8 (55W)             | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Fire Station 3         | EMS Storage 121                     | 4LT8 (87W)             | 700            | 2            | 2L 15W LED                   | 700             | 2             | 0.30             |
| Fire Station 3         | Ice Room 114A                       | 2LT8 (44W)             | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Fire Station 3         | Apparatus Bay 129                   | 2L32W 8ft Recessed Can | 3,120          | 2            | 8in Recessed Can Light (14W) | 3,120           | 2             | 0.80             |
| Fire Station 3         | Fitness 155                         | 2LT8 (44W)             | 3,120          | 4            | 2L 9.5W LED                  | 3,120           | 4             | 0.70             |
| Fire Station 3         | Fire Riser 137                      | 2LT8 (44W)             | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.30             |
| Fire Station 3         | Upstairs                            | 4LT8 (87W)             | 3,120          | 1            | 4L 9.5W LED                  | 3,120           | 1             | 1.00             |
| Fire Station 3         | Upstairs                            | 2L 13W CFL             | 3,120          | 3            | 2L 5.5W LED                  | 3,120           | 3             | 1.00             |
| Fire Station 3         | Shop Room 154                       | 4ft 2L T5HO (107W)     | 3,120          | 1            | 2L 24W T5HO LED              | 3,120           | 1             | 0.80             |
| Fire Station 3         | Infection Control Room 155          | 4ft 2L T5HO (107W)     | 3,120          | 1            | 30W LED                      | 3,120           | 1             | 0.30             |
| Fire Station 3         | Corridor 132                        | 2L 13W CFL             | 3,120          | 1            | 2L 5.5W LED                  | 3,120           | 1             | 1.00             |
| Fire Station 3         | Decon Room 150                      | 4ft 2L T5HO (107W)     | 3,120          | 2            | 2L 24W T5HO LED              | 3,120           | 2             | 0.30             |
| Fire Station 3         | Lawn Equipment Room 136             | 2LT8 (44W)             | 1,000          | 2            | 2L 9.5W LED                  | 1,000           | 2             | 0.30             |
| Fire Station 3         | Main Building                       | 175W MH                | 4,380          | 4            | 30W LED                      | 4,380           | 4             | 0.00             |
| Fire Station 3         | Main Building                       | 2L32W 8ft Recessed Can | 4,380          | 12           | 8in Recessed Can Light (14W) | 4,380           | 12            | 0.00             |
| Fire Station 3         | Parking Lot                         | 175W MH                | 4,380          | 2            | 150W Pole Light              | 4,380           | 2             | 0.00             |
| Fire Station 3         | Main Building                       | Full Cutoff Wallpack   | 4,380          | 2            | 30W LED                      | 4,380           | 2             | 0.00             |
| Fire Station 3         | Main Building                       | 2L32W 8ft Recessed Can | 4,380          | 2            | 8in Recessed Can Light (14W) | 4,380           | 2             | 0.00             |
| Animal Shelter         | Front Pole Lights                   | 250W MH                | 4,380          | 2            | 150W Pole Light              | 4,380           | 2             | 0.00             |
| Public Works and Fleet | Fleet Front Parking Lot             | 250W MH                | 4,380          | 11           | 150W Pole Light              | 4,380           | 11            | 0.00             |
| Public Works and Fleet | Fleet Building                      | 175W MH                | 4,380          | 10           | 30W LED                      | 4,380           | 10            | 0.00             |
| Public Works and Fleet | Public Works Building               | 175W MH                | 4,380          | 2            | 30W LED                      | 4,380           | 2             | 0.00             |
| Public Works and Fleet | Fleet Shop Area- Upstairs Mezzanine | 2LT8 (44W)             | 3,120          | 17           | 2L 9.5W LED                  | 3,120           | 17            | 0.80             |
| Public Works and Fleet | Fleet Shop Area- Upstairs Mezzanine | 2LT8 (44W)             | 3,120          | 4            | 2L 9.5W LED                  | 3,120           | 4             | 0.80             |
| Public Works and Fleet | Fleet North Side Covered Canopy     | 250W MH                | 4,380          | 10           | 105W High Bay                | 4,380           | 10            | 0.00             |

## Appendix A

| Building Name          | Area                                          | Pre Fixture Name               | Pre Burn Hours | Pre Quantity | Post Fixture Name            | Post Burn Hours | Post Quantity | Demand Diversity |
|------------------------|-----------------------------------------------|--------------------------------|----------------|--------------|------------------------------|-----------------|---------------|------------------|
| Public Works and Fleet | Fleet Office Area                             | 3LT8 2x4 (65W)                 | 3,120          | 19           | 2L 15W LED                   | 3,120           | 19            | 0.90             |
| Public Works and Fleet | Fleet Office Area                             | 3LT8 2x4 (65W)                 | 3,120          | 2            | 2L 15W LED                   | 3,120           | 2             | 0.90             |
| Public Works and Fleet | Public Works Building- Rear of Building       | 400W MH Pendant Mount High Bay | 3,120          | 3            | 105W High Bay                | 3,120           | 3             | 0.80             |
| Public Works and Fleet | Public Works Building- Rear of Building       | 8ft 2LT12 (123W)               | 3,120          | 2            | 2L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Public Works and Fleet | Public Works Building- Rear of Building       | 8ft 2LT9 F92 (110W)            | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.80             |
| Public Works and Fleet | Public Works Building- Rear of Building       | 2LT8 (44W)                     | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.80             |
| Public Works and Fleet | Public Works Building- Rear of Building       | 4LT8 (87W)                     | 3,120          | 2            | 2L 15W LED                   | 3,120           | 2             | 0.80             |
| Public Works and Fleet | Public Works Building- Middle of Building     | 4LT8 (87W)                     | 3,120          | 16           | 2L 15W LED                   | 3,120           | 16            | 0.80             |
| Public Works and Fleet | Public Works Building- Middle of Building     | 2LT8 (44W)                     | 3,120          | 2            | 2L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Public Works and Fleet | Public Works Building- Middle of Building     | 2T8 (55W)                      | 3,120          | 2            | 2L 11.5W LED                 | 3,120           | 2             | 0.80             |
| Public Works and Fleet | Public Works Building- Middle of Building MRR | 2T8 (55W)                      | 3,120          | 2            | 2L 11.5W LED                 | 3,120           | 2             | 0.50             |
| Public Works and Fleet | Public Works Building- Front of Building      | 8ft 2LT9 F92 (110W)            | 3,120          | 1            | 2L 9.5W LED                  | 3,120           | 1             | 0.80             |
| Public Works and Fleet | Public Works Building- Front of Building      | 4LT8 (87W)                     | 3,120          | 11           | 2L 15W LED                   | 3,120           | 11            | 0.80             |
| CVB Building           | Front Office- South                           | 2LT8 (44W)                     | 3,120          | 2            | 2L 9.5W LED                  | 3,120           | 2             | 0.90             |
| CVB Building           | Front Office- North                           | 2LT8 (44W)                     | 3,120          | 2            | 2L 9.5W LED                  | 3,120           | 2             | 0.90             |
| CVB Building           | Back Office- North                            | 2T8 (55W)                      | 3,120          | 2            | 2L 9.5W LED                  | 3,120           | 2             | 0.90             |
| CVB Building           | Water Heater/Janitorial Room                  | 2T8 (55W)                      | 1,000          | 1            | 2L 9.5W LED                  | 1,000           | 1             | 0.30             |
| CVB Building           | Kitchen                                       | 2T8 (55W)                      | 3,120          | 2            | 2L 9.5W LED                  | 3,120           | 2             | 0.70             |
| CVB Building           | Conference Room                               | 2LT8 (44W)                     | 3,120          | 4            | 2L 9.5W LED                  | 3,120           | 4             | 0.70             |
| CVB Building           | Sign Lights                                   | 23W CFL A19 Screw In           | 4,380          | 2            | 11Par30                      | 4,380           | 2             | 0.00             |
| Stewart Creek Park     | RR Building- Mens                             | 2LT8 (44W)                     | 3,120          | 4            | 2L 9.5W LED                  | 3,120           | 4             | 1.00             |
| Stewart Creek Park     | RR Building- Womens                           | 2LT8 (44W)                     | 3,120          | 4            | 2L 9.5W LED                  | 3,120           | 4             | 1.00             |
| Stewart Creek Park     | RR Building- Storage #1                       | 2LT8 (44W)                     | 1,000          | 4            | 2L 9.5W LED                  | 1,000           | 4             | 1.00             |
| Stewart Creek Park     | RR Building- Storage #2                       | 2LT8 (44W)                     | 1,000          | 4            | 2L 9.5W LED                  | 1,000           | 4             | 1.00             |
| Stewart Creek Park     | Park Area                                     | 250W MH                        | 4,380          | 5            | 108W Flood Light             | 4,380           | 5             | 0.00             |
| Stewart Creek Park     | Park Roads                                    | 175W MH Dusk to Dawn (209W)    | 4,380          | 7            | 60W Pole Light               | 4,380           | 7             | 0.00             |
| Stewart Creek Park     | Boat Ramp                                     | 175W MH                        | 4,380          | 9            | 60W Pole Light               | 4,380           | 9             | 0.00             |
| Library                | Public Foyer 102                              | 2L 26W 8ft Recessed Can        | 3,120          | 23           | 8in Recessed Can Light (14W) | 3,120           | 23            | 1.00             |
| Library                | Library Circulation Desk 331                  | 2L 26W 8ft Recessed Can        | 3,120          | 5            | 8in Recessed Can Light (14W) | 3,120           | 5             | 0.90             |
| Library                | Library Circulation Work Room 329             | 3LT8 2x4 (65W)                 | 3,120          | 12           | 3L 9.5W LED                  | 3,120           | 12            | 0.90             |
| Library                | Library Circulation Supervisor 328            | 3LT8 2x4 (65W)                 | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 0.90             |
| Library                | Library Circulation Book Drop 327             | 3LT8 2x4 (65W)                 | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 0.90             |

## Appendix A

| Building Name | Area                                             | Pre Fixture Name     | Pre Burn Hours | Pre Quantity | Post Fixture Name | Post Burn Hours | Post Quantity | Demand Diversity |
|---------------|--------------------------------------------------|----------------------|----------------|--------------|-------------------|-----------------|---------------|------------------|
| Library       | Library Open Area                                | 2LT5 28W HE (63W)    | 3,120          | 107          | 2L 14W T5 LED     | 3,120           | 107           | 0.90             |
| Library       | Library Room 302                                 | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 0.90             |
| Library       | Library Quiet Room 303                           | 2LT5 28W HE (63W)    | 3,120          | 7            | 2L 14W T5 LED     | 3,120           | 7             | 0.90             |
| Library       | Library Reference Room 304                       | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 0.90             |
| Library       | Library Conference Room 306                      | 3LT8 2x4 (65W)       | 3,120          | 6            | 3L 9.5W LED       | 3,120           | 6             | 0.90             |
| Library       | Library Work/Secty 308                           | 3LT8 2x4 (65W)       | 3,120          | 3            | 3L 9.5W LED       | 3,120           | 3             | 0.90             |
| Library       | Library Director 309                             | 3LT8 2x4 (65W)       | 3,120          | 3            | 3L 9.5W LED       | 3,120           | 3             | 0.80             |
| Library       | Library A/V Storage 321                          | 3LT8 2x4 (65W)       | 1,000          | 1            | 3L 9.5W LED       | 1,000           | 1             | 0.30             |
| Library       | Library Story Area 320                           | 2T8 (55W)            | 3,120          | 2            | 2L 11.5W LED      | 3,120           | 2             | 0.90             |
| Library       | Library RR 319                                   | 23W CFL A19 Screw In | 2,000          | 3            | 8W A19 Lamp       | 2,000           | 3             | 1.00             |
| Library       | Library Work Room 318                            | 3LT8 2x4 (65W)       | 3,120          | 1            | 3L 9.5W LED       | 3,120           | 1             | 0.80             |
| Library       | Library Work Room 317                            | 3LT8 2x4 (65W)       | 3,120          | 1            | 3L 9.5W LED       | 3,120           | 1             | 0.80             |
| Library       | Library Room 316                                 | 3LT8 2x4 (65W)       | 3,120          | 1            | 3L 9.5W LED       | 3,120           | 1             | 0.80             |
| Library       | Library Storage 311                              | 3LT8 2x4 (65W)       | 1,000          | 1            | 3L 9.5W LED       | 1,000           | 1             | 0.30             |
| Library       | City Hall Break Room 310                         | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 0.80             |
| Library       | City Hall Tech Service Work Room 314             | 3LT8 2x4 (65W)       | 3,120          | 8            | 3L 9.5W LED       | 3,120           | 8             | 0.90             |
| Library       | City Hall RR 313                                 | 23W CFL A19 Screw In | 2,000          | 3            | 8W A19 Lamp       | 2,000           | 3             | 1.00             |
| Library       | City Hall Upstairs Data Room                     | 3LT8 2x4 (65W)       | 3,120          | 4            | 3L 9.5W LED       | 3,120           | 4             | 0.80             |
| Library       | City Hall Upstairs Data Room                     | 2T8 (55W)            | 3,120          | 2            | 2L 11.5W LED      | 3,120           | 2             | 0.80             |
| Library       | City Hall PW Clean Up Room 225                   | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 0.80             |
| Library       | City Hall Corridor 227                           | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 1.00             |
| Library       | City Hall Corridor 220                           | 3LT8 2x4 (65W)       | 3,120          | 6            | 3L 9.5W LED       | 3,120           | 6             | 1.00             |
| Library       | City Hall PW Record 228                          | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 0.80             |
| Library       | City Hall Mail/Printing 224                      | 3LT8 2x4 (65W)       | 3,120          | 4            | 3L 9.5W LED       | 3,120           | 4             | 0.80             |
| Library       | City Hall Billing Work 223                       | 3LT8 2x4 (65W)       | 3,120          | 2            | 3L 9.5W LED       | 3,120           | 2             | 0.80             |
| Library       | City Hall Electrical/Fire Sprinkler Room 221/222 | 2LT8 (44W)           | 3,120          | 3            | 2L 9.5W LED       | 3,120           | 3             | 0.30             |
| Library       | City Hall Staff Break Room 218                   | 3LT8 2x4 (65W)       | 3,120          | 5            | 3L 9.5W LED       | 3,120           | 5             | 0.90             |
| Library       | City Hall Central Receiving and Shipping 219     | 2LT8 (44W)           | 1,050          | 6            | 2L 9.5W LED       | 1,050           | 6             | 0.90             |
| Library       | City Hall Corridor 217                           | 3LT8 2x4 (65W)       | 3,120          | 1            | 3L 9.5W LED       | 3,120           | 1             | 1.00             |
| Library       | City Hall Janitor 216                            | 2LT8 (44W)           | 1,000          | 1            | 2L 9.5W LED       | 1,000           | 1             | 0.30             |
| Library       | City Hall Storage 215                            | 2LT8 (44W)           | 1,000          | 1            | 2L 9.5W LED       | 1,000           | 1             | 0.30             |
| Library       | City Hall Storage 214                            | 2LT8 (44W)           | 1,000          | 1            | 2L 9.5W LED       | 1,000           | 1             | 0.30             |

## Appendix A

| Building Name | Area                                     | Pre Fixture Name       | Pre Burn Hours | Pre Quantity | Post Fixture Name            | Post Burn Hours | Post Quantity | Demand Diversity |
|---------------|------------------------------------------|------------------------|----------------|--------------|------------------------------|-----------------|---------------|------------------|
| Library       | City Hall Mens RR 229                    | 2T8 (55W)              | 1,400          | 3            | 2L 11.5W LED                 | 1,400           | 3             | 1.00             |
| Library       | City Hall Mens RR 229                    | 6in Recessed Can 32W   | 1,400          | 3            | 6in Recessed Can Light (12W) | 1,400           | 3             | 1.00             |
| Library       | City Hall Womens RR 230                  | 2T8 (55W)              | 1,400          | 3            | 2L 11.5W LED                 | 1,400           | 3             | 1.00             |
| Library       | City Hall Womens RR 230                  | 6in Recessed Can 32W   | 1,400          | 3            | 6in Recessed Can Light (12W) | 1,400           | 3             | 1.00             |
| Library       | City Hall Open Work Space 205            | 2LT5 28W HE (63W)      | 3,120          | 55           | 2L 14W T5 LED                | 3,120           | 55            | 0.90             |
| Library       | City Hall Conference Room 206            | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.90             |
| Library       | City Hall Director Office 207            | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Library       | City Hall Conference Room 208            | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.90             |
| Library       | City Hall Director Office 209            | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Library       | City Hall Storage Room 210               | 3LT8 2x4 (65W)         | 1,000          | 2            | 3L 9.5W LED                  | 1,000           | 2             | 0.30             |
| Library       | City Hall City Engineer 211              | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Library       | City Hall Conference Room 212            | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.90             |
| Library       | City Hall Director Office 213            | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Library       | City Manager Open Area 240               | 3LT8 2x4 (65W)         | 3,120          | 10           | 3L 9.5W LED                  | 3,120           | 10            | 0.90             |
| Library       | City Manager Work Room 231               | 3LT8 2x4 (65W)         | 3,120          | 6            | 3L 9.5W LED                  | 3,120           | 6             | 0.90             |
| Library       | City Manager Council Conference Room 239 | 3LT8 2x4 (65W)         | 3,120          | 5            | 3L 9.5W LED                  | 3,120           | 5             | 0.90             |
| Library       | City Manager Open Area 240               | 2L32W 8ft Recessed Can | 3,120          | 1            | 8in Recessed Can Light (14W) | 3,120           | 1             | 0.90             |
| Library       | City Manager 236                         | 3LT8 2x4 (65W)         | 3,120          | 5            | 3L 9.5W LED                  | 3,120           | 5             | 0.90             |
| Library       | City Manager Asst. Manager 234           | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Library       | City Manager City Attorney 241           | 3LT8 2x4 (65W)         | 3,120          | 4            | 3L 9.5W LED                  | 3,120           | 4             | 0.80             |
| Library       | City Manager Council 242                 | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.90             |
| Library       | City Manager Council 242                 | 2T8 (55W)              | 3,120          | 1            | 2L 11.5W LED                 | 3,120           | 1             | 0.90             |
| Library       | City Manager City Secretary 233          | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |
| Library       | City Manager Vault 232                   | 2LT8 (44W)             | 1,000          | 1            | 2L 9.5W LED                  | 1,000           | 1             | 0.80             |
| Library       | City Manager Vault 232                   | 4LT8 (87W)             | 1,000          | 2            | 4L 9.5W LED                  | 1,000           | 2             | 0.80             |
| Library       | City Manager Record Storage 243          | 3LT8 2x4 (65W)         | 3,120          | 3            | 3L 9.5W LED                  | 3,120           | 3             | 0.30             |
| Library       | City Hall Cashier 204                    | 2LT5 28W HE (63W)      | 3,120          | 5            | 2L 14W T5 LED                | 3,120           | 5             | 0.90             |
| Library       | City Hall Service Lobby 108              | 2L32W 8ft Recessed Can | 3,120          | 6            | 8in Recessed Can Light (14W) | 3,120           | 6             | 1.00             |
| Library       | City Hall Customer Services 112          | 3LT8 2x4 (65W)         | 3,120          | 4            | 3L 9.5W LED                  | 3,120           | 4             | 0.80             |
| Library       | City Hall Corridor Outside 201           | 3LT8 2x4 (65W)         | 3,120          | 1            | 3L 9.5W LED                  | 3,120           | 1             | 1.00             |
| Library       | City Hall HR Conference Room 201         | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.90             |
| Library       | City Hall Director HR 202                | 3LT8 2x4 (65W)         | 3,120          | 2            | 3L 9.5W LED                  | 3,120           | 2             | 0.80             |

Appendix A

| Building Name   | Area                        | Pre Fixture Name            | Pre Burn Hours | Pre Quantity | Post Fixture Name            | Post Burn Hours | Post Quantity | Demand Diversity |
|-----------------|-----------------------------|-----------------------------|----------------|--------------|------------------------------|-----------------|---------------|------------------|
| Library         | City Hall HR Storage 203    | 2LT5 4ft Strip (63W)        | 1,000          | 1            | 2L 14W T5 LED                | 1,000           | 1             | 0.30             |
| Library         | Public Foyer Vestibule 109  | 26W CFL                     | 3,120          | 1            | 6in Recessed Can Light (12W) | 3,120           | 1             | 1.00             |
| Library         | Exterior Parking Lots       | 250W MH                     | 4,380          | 16           | 150W Pole Light              | 4,380           | 16            | 0.00             |
| Library         | Front of Building           | 100W MH                     | 4,380          | 8            | 6in Recessed Can Light (12W) | 4,380           | 8             | 0.00             |
| Library         | On Top of Covered Entry Way | 250W MH                     | 4,380          | 1            | 108W Flood Light             | 4,380           | 1             | 0.00             |
| Library         | Flag Pole Lights            | 175W MH Flood (208W)        | 4,380          | 2            | 50W Flood Light              | 4,380           | 2             | 0.00             |
| Library         | Under Covered Entry Way     | 100W MH                     | 4,380          | 8            | 17W A21 Lamp                 | 4,380           | 8             | 0.00             |
| Facilities Shop | Shop Buildings              | 2LT12 (72W)                 | 2,000          | 2            | 2L 9.5W LED                  | 2,000           | 2             | 0.80             |
| Facilities Shop | Shop Buildings              | 4LT8 (87W)                  | 2,000          | 2            | 4L 9.5W LED                  | 2,000           | 2             | 0.80             |
| Facilities Shop | Covered Storage Sheds       | PAR38 Screw In              | 4,380          | 4            | 11Par30                      | 4,380           | 4             | 0.00             |
| Facilities Shop | Shop Buildings              | 175W MH Dusk to Dawn (209W) | 4,380          | 1            | 60W Pole Light               | 4,380           | 1             | 0.00             |

**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 – \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENERGY AND CONSTRUCTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF THE COLONY AND SCHNEIDER ELECTRIC BUILDINGS OF AMERICA, INC FOR ENERGY CONSERVATION UPGRADES TO MUNICIPAL BUILDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of The Colony, Texas (the “City”), desires to obtain the services of Schneider Electric Buildings of America, Inc., for energy conservation upgrades to municipal buildings; and

**WHEREAS**, with this Contract the City of The Colony is agreeing to the services not to exceed the amount of \$3,185,605.00 for such work.

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

**Section 1.** The Construction Services Contract, 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.

**Section 2.** The City Manager is hereby authorized to execute the Contract on behalf of the City of The Colony, Texas.

**Section 3.** This Resolution shall take effect immediately from and after its adoption and it is so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS 7<sup>th</sup> DAY OF OCTOBER 2026.**

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Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

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Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

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Jeffrey L. Moore, City Attorney



## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Police

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to award a purchase to Motorola Solutions to purchase twenty-two(22) in-car radios in the amount not to exceed \$172,052.87 using Texas DIR Contract #39000 - DIR-CPO-5433. (Foxall)

### **Background:**

This purchase was approved in the FY 26-27 budget and complies with all purchasing policies. The contract will allow us to replace the remaining 22 in-car radios in marked and unmarked police vehicles. The radios we are replacing are beyond their serviceable life and need to be updated. The purchase will be made using the Capital Projects Funds.

### **Attachments:**

[TCPD\\_APX\\_6500s\\_QUOTE-3796103-1.pdf](#)

[Res. 2026-xxx Motorola Solutions.docx](#)

Billing Address:  
THE COLONY, CITY OF  
6800 MAIN ST  
THE COLONY, TX 75056  
US

Quote Date:08/31/2026  
Expiration Date:11/07/2026  
Quote Created By:  
Kyle Peirce  
Kyle.Peirce@  
motorolasolutions.com

End Customer:  
THE COLONY, CITY OF

Contract: 39000 - DIR-CPO-5433

| Line # | Item Number            | APC  | Description                                             | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------------|------|---------------------------------------------------------|-----|------------|------------|-----------------|
|        | APX™ 6500 / Enh Series |      | ENHANCEDAPX6500                                         |     |            |            |                 |
| 1      | M25URS9PW1BN           | 0527 | MOBILE RADIO APX6500<br>ENHANCED 7/800 MHZ              | 22  | \$9,495.00 | \$7,009.11 | \$154,200.42    |
| 1a     | GA09008AA              | 0527 | ADD: GROUP SERVICES                                     | 22  |            |            |                 |
| 1b     | G996AS                 | 0527 | SOFTWARE LICENSE ENH:<br>OVER THE AIR<br>PROVISIONING   | 22  |            |            |                 |
| 1c     | GA00580AA              | 0527 | ADD: TDMA OPERATION                                     | 22  |            |            |                 |
| 1d     | G51AU                  | 0527 | SOFTWARE LICENSE ENH:<br>SMARTZONE OPERATION<br>APX6500 | 22  |            |            |                 |
| 1e     | G78AT                  | 0185 | ENH: 3 YEAR ESSENTIAL SVC                               | 22  |            |            |                 |
| 1f     | B18CR                  | 0527 | ADD: AUXILIARY SPKR 7.5<br>WATT APX                     | 22  |            |            |                 |
| 1g     | G843AH                 | 0527 | ADD: AES ENCRYPTION<br>AND ADP                          | 22  |            |            |                 |
| 1h     | G444AH                 | 0527 | ADD: APX CONTROL HEAD<br>SOFTWARE                       | 22  |            |            |                 |
| 1i     | QA03399AA              | 0527 | ADD: ENHANCED DATA APX                                  | 22  |            |            |                 |
| 1j     | G806BL                 | 0527 | SOFTWARE LICENSE ENH:<br>ASTRO DIGITAL CAI OP APX       | 22  |            |            |                 |
| 1k     | GA01670AA              | 0527 | ADD: APX E5 CONTROL<br>HEAD                             | 22  |            |            |                 |
| 1l     | W22BA                  | 0527 | ADD: STD PALM<br>MICROPHONE APX                         | 22  |            |            |                 |
| 1m     | QA09113AB              | 0527 | ADD: BASELINE RELEASE<br>SW                             | 22  |            |            |                 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line #             | Item Number                                                 | APC  | Description                                           | Qty | List Price               | Sale Price | Ext. Sale Price |
|--------------------|-------------------------------------------------------------|------|-------------------------------------------------------|-----|--------------------------|------------|-----------------|
| 1n                 | W969BG                                                      | 0527 | SOFTWARE LICENSE ENH:<br>MULTIKEY OPERATION           | 22  |                          |            |                 |
| 1o                 | G174AD                                                      | 0527 | ADD: ANT 3DB LOW-<br>PROFILE 762-870                  | 22  |                          |            |                 |
| 1p                 | G361AH                                                      | 0527 | SOFTWARE LICENSE ENH:<br>P25 TRUNKING SOFTWARE<br>APX | 22  |                          |            |                 |
| 1q                 | G66BJ                                                       | 0527 | ADD: DASH MOUNT E5<br>APXM                            | 22  |                          |            |                 |
| 1r                 | GA01606AA                                                   | 0527 | ADD: NO BLUETOOTH/<br>WIFI/GPS ANTENNA<br>NEEDED      | 22  |                          |            |                 |
| Product Services   |                                                             |      |                                                       |     |                          |            |                 |
| 2                  | LSV00Q00203A                                                | 9941 | DEVICE INSTALLATION                                   | 22  | \$792.86                 | \$792.86   | \$17,442.92     |
|                    | APX™ Control Head/<br>Mounting Kits/DEK<br>BOX/Multiplexers |      |                                                       |     |                          |            |                 |
| 3                  | H1931A                                                      | 0681 | E5 RM TO E5 DM MP<br>RETROFIT KIT                     | 3   | \$187.00                 | \$136.51   | \$409.53        |
| <b>Grand Total</b> |                                                             |      |                                                       |     | <b>\$172,052.87(USD)</b> |            |                 |

## Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A PURCHASE TO MOTOROLA SOLUTIONS FOR THE PURCHASE OF TWENTY-TWO (22) IN-CAR RADIOS AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to award a purchase to Motorola Solutions in the amount of \$172,052.87 for the purchase of twenty-two (22) in-car radios.

**Section 2.** That the City Manager and/or his designee are authorized to award said purchase.

**Section 3.** 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 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Police

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to award a purchase to Axon Enterprise Inc. for year four of a five year contract for in-car video camera systems in the amount of \$129,164.34 using Buyboard contract #743-24. (Foxall)

### **Background:**

Approve a resolution authorizing the PD to pay Axon for year four of a five year contract. This purchase was approved in the FY 26-27 Budget. The original contract was approved in October 2023 using Buyboard contract #743-24.

### **Attachments:**

[Axon Quote - Fleet 3](#)

[Res. 2026-xxx Axon Enterprise Inc Contract - In-Car Video Camera Systems.docx](#)



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-456678-45205.743MA**

Issued: 10/06/2023

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 05/01/2024

Account Number: 117147

Payment Terms: N30

Delivery Method:

| SHIP TO                                                                                                      | BILL TO                                                                                               |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Business;Delivery;Invoice-5151 N Colony Blvd<br>5151 N Colony Blvd<br>The Colony,<br>TX<br>75056-1219<br>USA | The Colony Police Dept. - TX<br>5151 N Colony Blvd<br>The Colony<br>TX<br>75056-1219<br>USA<br>Email: |

| SALES REPRESENTATIVE                                           | PRIMARY CONTACT                                                               |
|----------------------------------------------------------------|-------------------------------------------------------------------------------|
| Matt Appelbaum<br>Phone:<br>Email: mappelbaum@axon.com<br>Fax: | Jay Goodson<br>Phone: 972-624-3938<br>Email: jgoodson@thecolonytx.gov<br>Fax: |

## Quote Summary

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 60 Months           |
| <b>TOTAL COST</b>             | <b>\$627,264.00</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$627,264.00</b> |

## Discount Summary

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$35,448.00         |
| <b>TOTAL SAVINGS</b>     | <b>\$177,240.00</b> |

## Payment Summary

| Date         | Subtotal            | Tax           | Total               |
|--------------|---------------------|---------------|---------------------|
| Apr 2024     | \$110,606.64        | \$0.00        | \$110,606.64        |
| Apr 2025     | \$129,164.34        | \$0.00        | \$129,164.34        |
| Apr 2026     | \$129,164.34        | \$0.00        | \$129,164.34        |
| Apr 2027     | \$129,164.34        | \$0.00        | \$129,164.34        |
| Apr 2028     | \$129,164.34        | \$0.00        | \$129,164.34        |
| <b>Total</b> | <b>\$627,264.00</b> | <b>\$0.00</b> | <b>\$627,264.00</b> |

|                        |              |
|------------------------|--------------|
| Quote Unbundled Price: | \$804,504.00 |
| Quote List Price:      | \$748,488.00 |
| Quote Subtotal:        | \$627,264.00 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                               | Qty | Term | Unbundled | List Price | Net Price  | Subtotal            | Tax           | Total               |
|----------------------------|-------------------------------------------|-----|------|-----------|------------|------------|---------------------|---------------|---------------------|
| <b>Program</b>             |                                           |     |      |           |            |            |                     |               |                     |
| Fleet3A                    | Fleet 3 Advanced                          | 40  | 60   | \$277.91  | \$254.57   | \$204.06   | \$489,744.00        | \$0.00        | \$489,744.00        |
| <b>A la Carte Hardware</b> |                                           |     |      |           |            |            |                     |               |                     |
| R1900Kit                   | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  |      |           | \$3,363.00 | \$3,363.00 | \$134,520.00        | \$0.00        | \$134,520.00        |
| <b>A la Carte Services</b> |                                           |     |      |           |            |            |                     |               |                     |
| 100159                     | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   |      |           | \$3,000.00 | \$3,000.00 | \$3,000.00          | \$0.00        | \$3,000.00          |
| <b>Total</b>               |                                           |     |      |           |            |            | <b>\$627,264.00</b> | <b>\$0.00</b> | <b>\$627,264.00</b> |

## Delivery Schedule

### Hardware

| Bundle                             | Item   | Description                                           | QTY | Estimated Delivery Date |
|------------------------------------|--------|-------------------------------------------------------|-----|-------------------------|
| CRADLEPOINT R1900 SINGLE MODEM KIT | 100146 | CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD                 | 40  | 04/01/2024              |
| CRADLEPOINT R1900 SINGLE MODEM KIT | 71203  | FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, BL | 40  | 04/01/2024              |
| CRADLEPOINT R1900 SINGLE MODEM KIT | 72034  | FLEET SIM INSERTION, VZW                              | 40  | 04/01/2024              |
| Fleet 3 Advanced                   | 70112  | AXON SIGNAL UNIT                                      | 40  | 04/01/2024              |
| Fleet 3 Advanced                   | 72036  | FLEET 3 STANDARD 2 CAMERA KIT                         | 40  | 04/01/2024              |
| Fleet 3 Advanced                   | 72036  | FLEET 3 STANDARD 2 CAMERA KIT                         | 1   | 04/01/2024              |
| Fleet 3 Advanced                   | 72040  | FLEET REFRESH, 2 CAMERA KIT                           | 40  | 04/01/2029              |
| Fleet 3 Advanced                   | 72040  | FLEET REFRESH, 2 CAMERA KIT                           | 1   | 04/01/2029              |

### Software

| Bundle           | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|------------------|-------|------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Advanced | 80400 | FLEET, VEHICLE LICENSE             | 40  | 05/01/2024           | 04/30/2029         |
| Fleet 3 Advanced | 80401 | FLEET 3, ALPR LICENSE, 1 CAMERA    | 40  | 05/01/2024           | 04/30/2029         |
| Fleet 3 Advanced | 80402 | RESPOND DEVICE LICENSE - FLEET 3   | 40  | 05/01/2024           | 04/30/2029         |
| Fleet 3 Advanced | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 80  | 05/01/2024           | 04/30/2029         |

### Services

| Bundle           | Item   | Description                               | QTY |
|------------------|--------|-------------------------------------------|-----|
| Fleet 3 Advanced | 73391  | FLEET 3 DEPLOYMENT (PER VEHICLE)          | 40  |
| A la Carte       | 100159 | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   |

### Warranties

| Bundle           | Item  | Description                         | QTY | Estimated Start Date | Estimated End Date |
|------------------|-------|-------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Advanced | 80379 | EXT WARRANTY, AXON SIGNAL UNIT      | 40  | 05/01/2024           | 04/30/2029         |
| Fleet 3 Advanced | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 40  | 03/01/2025           | 04/30/2029         |
| Fleet 3 Advanced | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 1   | 03/01/2025           | 04/30/2029         |



## Payment Details

### Apr 2024

| Invoice Plan             | Item     | Description                               | Qty | Subtotal            | Tax           | Total               |
|--------------------------|----------|-------------------------------------------|-----|---------------------|---------------|---------------------|
| Year 1                   | 100159   | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   | \$529.00            | \$0.00        | \$529.00            |
| Year 1                   | Fleet3A  | Fleet 3 Advanced                          | 40  | \$86,357.48         | \$0.00        | \$86,357.48         |
| Year 1                   | R1900Kit | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  | \$23,720.16         | \$0.00        | \$23,720.16         |
| Invoice Upon Fulfillment | R1900Kit | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>             |          |                                           |     | <b>\$110,606.64</b> | <b>\$0.00</b> | <b>\$110,606.64</b> |

### Apr 2025

| Invoice Plan | Item     | Description                               | Qty | Subtotal            | Tax           | Total               |
|--------------|----------|-------------------------------------------|-----|---------------------|---------------|---------------------|
| Year 2       | 100159   | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   | \$617.75            | \$0.00        | \$617.75            |
| Year 2       | Fleet3A  | Fleet 3 Advanced                          | 40  | \$100,846.63        | \$0.00        | \$100,846.63        |
| Year 2       | R1900Kit | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  | \$27,699.96         | \$0.00        | \$27,699.96         |
| <b>Total</b> |          |                                           |     | <b>\$129,164.34</b> | <b>\$0.00</b> | <b>\$129,164.34</b> |

### Apr 2026

| Invoice Plan | Item     | Description                               | Qty | Subtotal            | Tax           | Total               |
|--------------|----------|-------------------------------------------|-----|---------------------|---------------|---------------------|
| Year 3       | 100159   | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   | \$617.75            | \$0.00        | \$617.75            |
| Year 3       | Fleet3A  | Fleet 3 Advanced                          | 40  | \$100,846.63        | \$0.00        | \$100,846.63        |
| Year 3       | R1900Kit | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  | \$27,699.96         | \$0.00        | \$27,699.96         |
| <b>Total</b> |          |                                           |     | <b>\$129,164.34</b> | <b>\$0.00</b> | <b>\$129,164.34</b> |

### Apr 2027

| Invoice Plan | Item     | Description                               | Qty | Subtotal            | Tax           | Total               |
|--------------|----------|-------------------------------------------|-----|---------------------|---------------|---------------------|
| Year 4       | 100159   | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   | \$617.75            | \$0.00        | \$617.75            |
| Year 4       | Fleet3A  | Fleet 3 Advanced                          | 40  | \$100,846.63        | \$0.00        | \$100,846.63        |
| Year 4       | R1900Kit | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  | \$27,699.96         | \$0.00        | \$27,699.96         |
| <b>Total</b> |          |                                           |     | <b>\$129,164.34</b> | <b>\$0.00</b> | <b>\$129,164.34</b> |

### Apr 2028

| Invoice Plan | Item     | Description                               | Qty | Subtotal            | Tax           | Total               |
|--------------|----------|-------------------------------------------|-----|---------------------|---------------|---------------------|
| Year 5       | 100159   | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1   | \$617.75            | \$0.00        | \$617.75            |
| Year 5       | Fleet3A  | Fleet 3 Advanced                          | 40  | \$100,846.63        | \$0.00        | \$100,846.63        |
| Year 5       | R1900Kit | CRADLEPOINT R1900 SINGLE MODEM KIT        | 40  | \$27,699.96         | \$0.00        | \$27,699.96         |
| <b>Total</b> |          |                                           |     | <b>\$129,164.34</b> | <b>\$0.00</b> | <b>\$129,164.34</b> |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/6/2023



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and The Colony Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.



The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A PURCHASE TO AXON ENTERPRISE INC. FOR YEAR FOUR OF A FIVE-YEAR CONTRACT FOR IN-CAR VIDEO CAMERA SYSTEMS; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to award a purchase to Axon Enterprise Inc. in the amount of \$129,164.34 for in-car video camera systems.

**Section 2.** That the City Manager and/or his designee are authorized to award said purchase.

**Section 3.** 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 7<sup>th</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Police

Item Type: Resolution

Agenda Section: consent agenda

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### **Suggested Action:**

Consider approving a resolution authorizing the City Manager to award a purchase to Axon Enterprise Inc. for year four of a five year contract for Body Worn Cameras in the amount of \$160,693.36 using Buyboard contract #743-24. (Foxall)

### **Background:**

Approve the resolution to pay for year four of our five year contract with Axon for Body Worn Cameras. This purchase was approved in the FY 26-27 approved budget. The original contract was approved in October 2023 using Buyboard contract #743-24.

### **Attachments:**

[Axon Quote - BWC](#)

[Res. 2026-xxx Axon Enterprise Inc Contract- Body Worn Cameras.doc](#)



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-453546-45205.735MA**

Issued: 10/06/2023

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 117147

Payment Terms: N30

Delivery Method:

| SHIP TO                                                                                                      | BILL TO                                                                                               |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Business;Delivery;Invoice-5151 N Colony Blvd<br>5151 N Colony Blvd<br>The Colony,<br>TX<br>75056-1219<br>USA | The Colony Police Dept. - TX<br>5151 N Colony Blvd<br>The Colony<br>TX<br>75056-1219<br>USA<br>Email: |

| SALES REPRESENTATIVE                                           | PRIMARY CONTACT                                                               |
|----------------------------------------------------------------|-------------------------------------------------------------------------------|
| Matt Appelbaum<br>Phone:<br>Email: mappelbaum@axon.com<br>Fax: | Jay Goodson<br>Phone: 972-624-3938<br>Email: jgoodson@thecolonytx.gov<br>Fax: |

**Quote Summary**

|                               |                     |
|-------------------------------|---------------------|
| Program Length                | 60 Months           |
| <b>TOTAL COST</b>             | <b>\$791,166.80</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$791,166.80</b> |

**Discount Summary**

|                          |                     |
|--------------------------|---------------------|
| Average Savings Per Year | \$42,126.00         |
| <b>TOTAL SAVINGS</b>     | <b>\$210,630.00</b> |

**Payment Summary**

| Date         | Subtotal            | Tax           | Total               |
|--------------|---------------------|---------------|---------------------|
| Dec 2023     | \$148,393.36        | \$0.00        | \$148,393.36        |
| Dec 2024     | \$160,693.36        | \$0.00        | \$160,693.36        |
| Dec 2025     | \$160,693.36        | \$0.00        | \$160,693.36        |
| Dec 2026     | \$160,693.36        | \$0.00        | \$160,693.36        |
| Dec 2027     | \$160,693.36        | \$0.00        | \$160,693.36        |
| <b>Total</b> | <b>\$791,166.80</b> | <b>\$0.00</b> | <b>\$791,166.80</b> |

|                        |                |
|------------------------|----------------|
| Quote Unbundled Price: | \$1,001,796.80 |
| Quote List Price:      | \$920,016.80   |
| Quote Subtotal:        | \$791,166.80   |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                                       | Qty | Term | Unbundled | List Price | Net Price  | Subtotal            | Tax           | Total               |
|----------------------------|---------------------------------------------------|-----|------|-----------|------------|------------|---------------------|---------------|---------------------|
| <b>Program</b>             |                                                   |     |      |           |            |            |                     |               |                     |
| BWCUwTAP                   | BWC Unlimited with TAP                            | 100 | 60   | \$112.21  | \$98.58    | \$82.58    | \$495,480.00        | \$0.00        | \$495,480.00        |
| <b>A la Carte Hardware</b> |                                                   |     |      |           |            |            |                     |               |                     |
| H00001                     | AB4 Camera Bundle                                 | 100 |      |           | \$849.00   | \$749.00   | \$74,900.00         | \$0.00        | \$74,900.00         |
| H00002                     | AB4 Multi Bay Dock Bundle                         | 12  |      |           | \$1,638.90 | \$1,638.90 | \$19,666.80         | \$0.00        | \$19,666.80         |
| <b>A la Carte Software</b> |                                                   |     |      |           |            |            |                     |               |                     |
| 80227                      | RESPOND VIEW-ONLY ACCESS                          | 1   | 60   |           | \$0.00     | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| 73683                      | 10 GB EVIDENCE.COM A-LA-CART STORAGE              | 300 | 60   |           | \$0.55     | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| 73449                      | RESPOND DEVICE LICENSE                            | 100 | 60   |           | \$5.00     | \$5.00     | \$30,000.00         | \$0.00        | \$30,000.00         |
| 80322                      | LIVE STREAMING ADD-ON ACCESS                      | 100 | 60   |           | \$9.00     | \$9.00     | \$54,000.00         | \$0.00        | \$54,000.00         |
| 73682                      | AUTO TAGGING LICENSE                              | 100 | 60   |           | \$9.76     | \$9.76     | \$58,560.00         | \$0.00        | \$58,560.00         |
| 73739                      | PERFORMANCE LICENSE                               | 100 | 60   |           | \$9.76     | \$9.76     | \$58,560.00         | \$0.00        | \$58,560.00         |
| <b>A la Carte Services</b> |                                                   |     |      |           |            |            |                     |               |                     |
| 85144                      | AXON STARTER                                      | 1   |      |           | \$9,950.00 | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| 79999                      | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1   |      |           | \$3,000.00 | \$0.00     | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>               |                                                   |     |      |           |            |            | <b>\$791,166.80</b> | <b>\$0.00</b> | <b>\$791,166.80</b> |

## Delivery Schedule

### Hardware

| Bundle                    | Item   | Description                                                 | QTY | Estimated Delivery Date |
|---------------------------|--------|-------------------------------------------------------------|-----|-------------------------|
| AB4 Camera Bundle         | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK     | 100 | 12/01/2023              |
| AB4 Camera Bundle         | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK     | 3   | 12/01/2023              |
| AB4 Camera Bundle         | 100466 | USB-C to USB-C CABLE FOR AB4                                | 110 | 12/01/2023              |
| AB4 Camera Bundle         | 74028  | WING CLIP MOUNT, AXON RAPIDLOCK                             | 110 | 12/01/2023              |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK                                    | 12  | 12/01/2023              |
| AB4 Multi Bay Dock Bundle | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                 | 12  | 12/01/2023              |
| AB4 Multi Bay Dock Bundle | 71019  | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 12  | 12/01/2023              |
| BWC Unlimited with TAP    | 73309  | AXON CAMERA REFRESH ONE                                     | 103 | 06/01/2026              |
| BWC Unlimited with TAP    | 73689  | MULTI-BAY BWC DOCK 1ST REFRESH                              | 12  | 06/01/2026              |
| BWC Unlimited with TAP    | 73310  | AXON CAMERA REFRESH TWO                                     | 103 | 12/01/2028              |
| BWC Unlimited with TAP    | 73688  | MULTI-BAY BWC DOCK 2ND REFRESH                              | 12  | 12/01/2028              |

### Software

| Bundle                 | Item  | Description                                | QTY | Estimated Start Date | Estimated End Date |
|------------------------|-------|--------------------------------------------|-----|----------------------|--------------------|
| BWC Unlimited with TAP | 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 100 | 01/01/2024           | 12/31/2028         |
| BWC Unlimited with TAP | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE          | 100 | 01/01/2024           | 12/31/2028         |
| A la Carte             | 73449 | RESPOND DEVICE LICENSE                     | 100 | 01/01/2024           | 12/31/2028         |
| A la Carte             | 73682 | AUTO TAGGING LICENSE                       | 100 | 01/01/2024           | 12/31/2028         |
| A la Carte             | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE       | 300 | 01/01/2024           | 12/31/2028         |
| A la Carte             | 73739 | PERFORMANCE LICENSE                        | 100 | 01/01/2024           | 12/31/2028         |
| A la Carte             | 80227 | RESPOND VIEW-ONLY ACCESS                   | 1   | 01/01/2024           | 12/31/2028         |
| A la Carte             | 80322 | LIVE STREAMING ADD-ON ACCESS               | 100 | 01/01/2024           | 12/31/2028         |

### Services

| Bundle     | Item  | Description                                       | QTY |
|------------|-------|---------------------------------------------------|-----|
| A la Carte | 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1   |
| A la Carte | 85144 | AXON STARTER                                      | 1   |

### Warranties

| Bundle                 | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| BWC Unlimited with TAP | 80464 | EXT WARRANTY, CAMERA (TAP)         | 3   | 01/01/2024           | 12/31/2028         |
| BWC Unlimited with TAP | 80464 | EXT WARRANTY, CAMERA (TAP)         | 100 | 11/01/2024           | 12/31/2028         |
| BWC Unlimited with TAP | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 12  | 12/01/2024           | 12/31/2028         |

## Payment Details

### Dec 2023

| Invoice Plan             | Item     | Description                  | Qty | Subtotal            | Tax           | Total               |
|--------------------------|----------|------------------------------|-----|---------------------|---------------|---------------------|
| Year 1                   | 73449    | RESPOND DEVICE LICENSE       | 100 | \$5,626.88          | \$0.00        | \$5,626.88          |
| Year 1                   | 73682    | AUTO TAGGING LICENSE         | 100 | \$10,983.67         | \$0.00        | \$10,983.67         |
| Year 1                   | 73739    | PERFORMANCE LICENSE          | 100 | \$10,983.67         | \$0.00        | \$10,983.67         |
| Year 1                   | 80227    | RESPOND VIEW-ONLY ACCESS     | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 1                   | 80322    | LIVE STREAMING ADD-ON ACCESS | 100 | \$10,128.38         | \$0.00        | \$10,128.38         |
| Year 1                   | 85144    | AXON STARTER                 | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 1                   | BWCUwTAP | BWC Unlimited with TAP       | 100 | \$92,933.56         | \$0.00        | \$92,933.56         |
| Year 1                   | H00001   | AB4 Camera Bundle            | 100 | \$14,048.44         | \$0.00        | \$14,048.44         |
| Year 1                   | H00002   | AB4 Multi Bay Dock Bundle    | 12  | \$3,688.76          | \$0.00        | \$3,688.76          |
| Invoice Upon Fulfillment | H00001   | AB4 Camera Bundle            | 100 | \$0.00              | \$0.00        | \$0.00              |
| <b>Total</b>             |          |                              |     | <b>\$148,393.36</b> | <b>\$0.00</b> | <b>\$148,393.36</b> |

### Jan 2024

| Invoice Plan             | Item  | Description                                       | Qty | Subtotal      | Tax           | Total         |
|--------------------------|-------|---------------------------------------------------|-----|---------------|---------------|---------------|
| Invoice Upon Fulfillment | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE              | 300 | \$0.00        | \$0.00        | \$0.00        |
| Invoice Upon Fulfillment | 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1   | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>             |       |                                                   |     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

### Dec 2024

| Invoice Plan | Item     | Description                  | Qty | Subtotal            | Tax           | Total               |
|--------------|----------|------------------------------|-----|---------------------|---------------|---------------------|
| Year 2       | 73449    | RESPOND DEVICE LICENSE       | 100 | \$6,093.28          | \$0.00        | \$6,093.28          |
| Year 2       | 73682    | AUTO TAGGING LICENSE         | 100 | \$11,894.08         | \$0.00        | \$11,894.08         |
| Year 2       | 73739    | PERFORMANCE LICENSE          | 100 | \$11,894.08         | \$0.00        | \$11,894.08         |
| Year 2       | 80227    | RESPOND VIEW-ONLY ACCESS     | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 2       | 80322    | LIVE STREAMING ADD-ON ACCESS | 100 | \$10,967.90         | \$0.00        | \$10,967.90         |
| Year 2       | 85144    | AXON STARTER                 | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 2       | BWCUwTAP | BWC Unlimited with TAP       | 100 | \$100,636.62        | \$0.00        | \$100,636.62        |
| Year 2       | H00001   | AB4 Camera Bundle            | 100 | \$15,212.89         | \$0.00        | \$15,212.89         |
| Year 2       | H00002   | AB4 Multi Bay Dock Bundle    | 12  | \$3,994.51          | \$0.00        | \$3,994.51          |
| <b>Total</b> |          |                              |     | <b>\$160,693.36</b> | <b>\$0.00</b> | <b>\$160,693.36</b> |

### Dec 2025

| Invoice Plan | Item     | Description                  | Qty | Subtotal     | Tax    | Total        |
|--------------|----------|------------------------------|-----|--------------|--------|--------------|
| Year 3       | 73449    | RESPOND DEVICE LICENSE       | 100 | \$6,093.28   | \$0.00 | \$6,093.28   |
| Year 3       | 73682    | AUTO TAGGING LICENSE         | 100 | \$11,894.08  | \$0.00 | \$11,894.08  |
| Year 3       | 73739    | PERFORMANCE LICENSE          | 100 | \$11,894.08  | \$0.00 | \$11,894.08  |
| Year 3       | 80227    | RESPOND VIEW-ONLY ACCESS     | 1   | \$0.00       | \$0.00 | \$0.00       |
| Year 3       | 80322    | LIVE STREAMING ADD-ON ACCESS | 100 | \$10,967.90  | \$0.00 | \$10,967.90  |
| Year 3       | 85144    | AXON STARTER                 | 1   | \$0.00       | \$0.00 | \$0.00       |
| Year 3       | BWCUwTAP | BWC Unlimited with TAP       | 100 | \$100,636.62 | \$0.00 | \$100,636.62 |
| Year 3       | H00001   | AB4 Camera Bundle            | 100 | \$15,212.89  | \$0.00 | \$15,212.89  |

| Dec 2025     |        |                           |     |                     |               |                     |
|--------------|--------|---------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan | Item   | Description               | Qty | Subtotal            | Tax           | Total               |
| Year 3       | H00002 | AB4 Multi Bay Dock Bundle | 12  | \$3,994.51          | \$0.00        | \$3,994.51          |
| <b>Total</b> |        |                           |     | <b>\$160,693.36</b> | <b>\$0.00</b> | <b>\$160,693.36</b> |

| Dec 2026     |          |                              |     |                     |               |                     |
|--------------|----------|------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan | Item     | Description                  | Qty | Subtotal            | Tax           | Total               |
| Year 4       | 73449    | RESPOND DEVICE LICENSE       | 100 | \$6,093.28          | \$0.00        | \$6,093.28          |
| Year 4       | 73682    | AUTO TAGGING LICENSE         | 100 | \$11,894.08         | \$0.00        | \$11,894.08         |
| Year 4       | 73739    | PERFORMANCE LICENSE          | 100 | \$11,894.08         | \$0.00        | \$11,894.08         |
| Year 4       | 80227    | RESPOND VIEW-ONLY ACCESS     | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 4       | 80322    | LIVE STREAMING ADD-ON ACCESS | 100 | \$10,967.90         | \$0.00        | \$10,967.90         |
| Year 4       | 85144    | AXON STARTER                 | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 4       | BWCUwTAP | BWC Unlimited with TAP       | 100 | \$100,636.62        | \$0.00        | \$100,636.62        |
| Year 4       | H00001   | AB4 Camera Bundle            | 100 | \$15,212.89         | \$0.00        | \$15,212.89         |
| Year 4       | H00002   | AB4 Multi Bay Dock Bundle    | 12  | \$3,994.51          | \$0.00        | \$3,994.51          |
| <b>Total</b> |          |                              |     | <b>\$160,693.36</b> | <b>\$0.00</b> | <b>\$160,693.36</b> |

| Dec 2027     |          |                              |     |                     |               |                     |
|--------------|----------|------------------------------|-----|---------------------|---------------|---------------------|
| Invoice Plan | Item     | Description                  | Qty | Subtotal            | Tax           | Total               |
| Year 5       | 73449    | RESPOND DEVICE LICENSE       | 100 | \$6,093.28          | \$0.00        | \$6,093.28          |
| Year 5       | 73682    | AUTO TAGGING LICENSE         | 100 | \$11,894.08         | \$0.00        | \$11,894.08         |
| Year 5       | 73739    | PERFORMANCE LICENSE          | 100 | \$11,894.08         | \$0.00        | \$11,894.08         |
| Year 5       | 80227    | RESPOND VIEW-ONLY ACCESS     | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 5       | 80322    | LIVE STREAMING ADD-ON ACCESS | 100 | \$10,967.90         | \$0.00        | \$10,967.90         |
| Year 5       | 85144    | AXON STARTER                 | 1   | \$0.00              | \$0.00        | \$0.00              |
| Year 5       | BWCUwTAP | BWC Unlimited with TAP       | 100 | \$100,636.62        | \$0.00        | \$100,636.62        |
| Year 5       | H00001   | AB4 Camera Bundle            | 100 | \$15,212.89         | \$0.00        | \$15,212.89         |
| Year 5       | H00002   | AB4 Multi Bay Dock Bundle    | 12  | \$3,994.51          | \$0.00        | \$3,994.51          |
| <b>Total</b> |          |                              |     | <b>\$160,693.36</b> | <b>\$0.00</b> | <b>\$160,693.36</b> |



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

10/6/2023

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Date Signed



**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A PURCHASE TO AXON ENTERPRISE INC. FOR YEAR FOUR OF A FIVE-YEAR CONTRACT FOR BODY WORN CAMERAS; AND PROVIDING AN EFFECTIVE DATE**

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

**Section 1.** That the City Council of the City of The Colony, Texas hereby approves year four of a five-year renewal contract with AXON, INC., for body worn cameras in the amount of \$160,693.36.

**Section 2.** That the City Manager and/or his designee are authorized to award said purchase.

**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 7<sup>TH</sup> DAY OF OCTOBER 2026.**

\_\_\_\_\_  
Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

\_\_\_\_\_  
Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Moore, City Attorney

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Planning

Item Type: Discussion

Agenda Section: consent agenda

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### **Suggested Action:**

Consider a waiver to Section 24-101 (h) of the Code of Ordinances regarding a one year waiting period for denied zoning requests. (Williams)

### **Background:**

On May 5th, 2026, City Council denied the applicants request (4-2) regarding a zoning change [from Planned Development 10 (PD-10) to Planned Development 31 (PD-31) to establish the conceptual layout and development standards for a mixed commercial development]. The subject site is north of the northwest intersection of Plano Parkway and Windhaven Parkway. If the City council denies a zoning or rezoning, request, then no other zoning application may be filed for all or part of the subject tract of land, [...] for a period of one-year following the denial. The City Council may, at its option, waive the one-year waiting period. Please see the attached memo for detailed staff analysis.

### **Attachments:**

[1 year waiver memo for CC \(revised adl\).doc](#)

[CCC\\_Waiver\\_Petition\\_-\\_Lonzar\\_-\\_9.17.26.cleaned\\_\\_iwsigned\\_.pdf](#)

## CITY COUNCIL MEMO

**AGENDA DATE:** October 7, 2026

**DEPARTMENT:** Planning and Development Department

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**SUBJECT** *Section 24-101 (h)*

*Consider a waiver to Section 24-101(h) of the Code of Ordinances regarding a one year waiting period for denied zoning requests.*

**BACKGROUND**

On March 24, 2026, the Planning and Zoning Commission conducted a public hearing to discuss and consider a recommendation to City Council regarding a zoning change from Planned Development 10 (PD-10) to Planned Development 31 (PD-31). The request was to establish the conceptual layout and development standards for approximately 72 acres of office warehouse-mixed commercial development.

The Planning Commission recommended approval with conditions (4-3).

On May 5th, 2026, City Council considered the applicants' request and subsequently denied the request (4-2).

On or about August 24, 2026, the applicant provided another rezoning application with amendments including the overall decrease of area and building for the same property.

Section 24-101(h) of the Zoning Ordinance prohibits the filing of a zoning application "for all or part of the subject tract of land" for which the City Council has denied a zoning, rezoning or text amendment for a period of one year following the City Council's denial. However, Section 24-101(h) specifically allows the City Council to waive the one-year period.

Although this submittal appears to be a different application, Section 24-101(h) does not permit such a request to be considered unless the City Council waives the one-year waiting period. The ordinance does not distinguish between the submission of the "same" zoning application or the submission of a "different" zoning application.

In this new rezoning application some elements of the original request have been amended to present a new application for the City's consideration. However, a waiver must be sought before the application may be presented to the Planning and Zoning Commission and the City Council.

**NOTIFICATION**

No notices are required for waivers to Section 24-101 as the waiver only allows the application to proceed.

**ATTACHMENTS**

**Appeal to the one-year waiver (signed)**



## PETITION TO WAIVE ONE-YEAR ZONING APPLICATION WAITING PERIOD

### APPLICANT INFORMATION

Applicant: Hines Acquisitions, LLC Property Owner: Lonzar Delaware, Inc.  
Address: 2700 Commerce St. Suite 1600, Dallas, Texas 75206 Phone: (972) 716-2900  
Email: tyler.riek@hines.com

### PRIOR ZONING CASE

Previous Case Number: PD26-0001 Date of City Council Denial: May 2026  
Previous Zoning Request: Planned Development for approximately 1M square feet of Class A industrial development  
Property/Tract: Approximately 71.72 acres, Plano Parkway and Windhaven Parkway within the Planned Development-10 (PD-10) zoning district

### PROPOSED NEW REQUEST

Proposed Zoning Request: Planned Development for 368k SF Class A flex office/warehouse development

Anticipated Application Type:

- |                                                         |                                         |
|---------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Map Amendment (Rezoning)       | <input type="checkbox"/> Text Amendment |
| <input checked="" type="checkbox"/> Planned Development | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Specific Use Permit            |                                         |

### BASIS FOR REQUESTING WAIVER BEFORE EXPIRATION OF THE ONE-YEAR WAITING PERIOD

Please explain how the proposed new zoning request differs from the previously disapproved or denied zoning change request. Please identify all of the applicable statements and provide a detailed explanation supporting the selected items

- ☒ Material modification to the previously denied proposal
- ☒ Material change in surrounding conditions or development
- ☐ New information or information not previously available
- ☒ Proposal responds to concerns identified during the prior review
- ☐ Change in applicable City regulations, policies, or plans
- ☐ Other circumstances supporting reconsideration

Explain the basis for the requested waiver to allow for the new rezoning change request:

The applicant respectfully requests waiver of the one-year waiting period based on material modifications undertaken to the project since the May 2026 City Council review. In the intervening period, the applicant has undertaken a comprehensive refinement of the development plan, including a substantial reduction in overall project scope and intensity. The revised proposal reflects feedback received during the previous zoning process and represents a meaningfully different application warranting prompt reconsideration. The modification addresses density and massing considerations through a more conservative site plan that maintains the project's core strategic objectives while reducing development intensity and associated impacts. This is not a resubmission of the prior application. The revised scope, configuration, and project parameters constitute a material departure from the proposal reviewed in May 2026, and the applicant believes the City Council should have the opportunity to consider the substantially modified project on its own merits.

### **CHANGES FROM PREVIOUS REQUEST**

Briefly describe the substantial differences between the previously denied request and the proposed new request, i.e. changes in requested uses, changes in land areas and locations, changes in elevations and building materials or other significant changes:

The development plan has been materially scaled to reflect a more conservative approach to site utilization, with corresponding reductions in built area and development intensity. Site Plan Configuration: The revised site plan incorporates significant changes to project size, access points, and site organization to address concerns raised during the prior review and to enhance compatibility with surrounding uses and infrastructure.

Development Intensity: The project scope has been reduced to achieve lower overall density while maintaining the core flex office/warehouse character and economic benefits of the original concept. Infrastructure and

Access: The modified plan reflects refinements to vehicular and pedestrian circulation, parking, and driveway access points. These modifications are substantive enough to warrant prompt reconsideration under the City's zoning regulations, as the revised proposal presents a materially different development opportunity for City Council evaluation.

### **ACKNOWLEDGEMENT**

The undersigned owner of the property identified above respectfully requests that the City Council exercise its authority under Appendix A, Section 24-101(h), and waive the one-year waiting period to permit submission and consideration of a new zoning application for property on which a zoning change was recently denied or disapproved.

I understand that a waiver, if granted in response to this request, does not constitute approval, endorsement, or preliminary approval of the proposed zoning change request. I also understand any zoning change application hereafter submitted for the City's consideration remains subject to all applicable City requirements, review procedures, public hearings, Planning and Zoning Commission recommendation, and City Council action.

Applicant Signature: Tyler Riek

Printed Name: Tyler Riek Title: Director

Date: 9/17/2026

### **\*\*\*\*\* FOR CITY STAFF USE ONLY \*\*\*\*\***

Prior denial verified: ☒ Yes ☐ No

One-year period has expired: ☐ Yes ☒ No

Waiver required: ☒ Yes ☐ No

Staff recommendation: ☒ Grant ☐ Deny ☐ No Action Required

Staff Initials: LR Date: 9/22/26



## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Finance

Item Type: Resolution

Agenda Section: regular agenda items

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### **Suggested Action:**

Discuss and consider approving a resolution declaring an expectation to reimburse capital expenditures with proceeds of future debt. (Bredehoeft)

### **Background:**

Included in the recently adopted fiscal year 2027 budget are capital projects and other capital items whose funding is reliant on the issuance of new debt. That debt is expected to be issued later this fiscal year when market conditions are most favorable for the City. With there being a need to start projects currently, before this debt is issued, the City would like to use General Fund fund balance to pay for project costs with the intention that once debt is issued, the proceeds, or a portion thereof, will be used to reimburse the General Fund for the approved capital expenditures during that period. The City anticipates this amount to be at or below \$6.4 million to include costs of issuance.

### **Attachments:**

[Res. 2026-xxx Reimbursement of Capital Expenditures with Future Debt.docx](#)

[Exhibit A.pdf](#)

**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.**

**WHEREAS**, the City Council of the City of The Colony, Texas (the “City”), intends to issue debt for capital costs and capital projects, including but not limited to acquiring, improving, equipping the City’s police and fire departments, including the acquisition of vehicles related thereto, constructing and improving streets within the City, including the acquisition of vehicles and equipment related thereto, constructing and improving facilities for the public works department, including the acquisition of vehicles and equipment related thereto, constructing and acquiring improvements to the City’s parks and recreation department, including the acquisition of vehicles and equipment related thereto, improving the City’s outdoor warning system, constructing and improving the City’s stormwater drainage facilities, acquiring, constructing, and improving the City’s facilities maintenance and fleet maintenance facilities, and acquiring and replacing other equipment for City purposes, as generally listed in **Exhibit A** (collectively, the “Projects”) and expects to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

**WHEREAS**, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

**WHEREAS**, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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

**Section 1:** That The City reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation.

**Section 2:** That the maximum principal amount of debt obligations expected to be issued for the Projects is \$6,400,000.00.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 7<sup>th</sup> DAY OF OCTOBER, 2026.**

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Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

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Tina Stewart, TRMC, CMC, City Secretary

EXHIBIT A

GENERAL LIST OF PROJECTS

|                                            | Grant Funded | Debt Funded | TOTAL     |
|--------------------------------------------|--------------|-------------|-----------|
| <b>Capital Projects</b>                    |              |             |           |
| Memorial Drive Widening                    | -            | 2,000,000   | 2,000,000 |
| Phase 15 Street Reconstruction             | -            | 2,000,000   | 2,000,000 |
|                                            | -            | 4,000,000   | 4,000,000 |
| <b>Additional Capital Costs</b>            |              |             |           |
| Turner Street Bridge Repair                | -            | 500,000     | 500,000   |
| Electrical Efficiency Upgrades             | -            | 500,000     | 500,000   |
| Catalytic Converter Etching                | 181,362      | 45,340      | 226,702   |
| Mobile Radio Replacment                    | -            | 172,053     | 172,053   |
| Rec Center Outdoor Master Plan             | -            | 100,000     | 100,000   |
| Fire Chief Vehicle                         | -            | 96,000      | 96,000    |
| Patrol Unit 804 Replacement                | -            | 87,359      | 87,359    |
| Patrol Unit 823 Replacement                | -            | 87,359      | 87,359    |
| Patrol Unit 824 Replacement                | -            | 87,359      | 87,359    |
| Patrol Unit 826 Replacement                | -            | 87,359      | 87,359    |
| 501 Truck Replacement                      | -            | 74,200      | 74,200    |
| 554 Truck Replacement                      | -            | 74,200      | 74,200    |
| Weather Station & Outdoor Weather Alerting | -            | 68,000      | 68,000    |
| 533E Chipper Replacement                   | -            | 50,000      | 50,000    |
| Extrication Tools (Truck 14)               | -            | 45,421      | 45,421    |
| Chevy Colorado                             | -            | 43,000      | 43,000    |
| Library RFID Equipment Replacement         | -            | 36,627      | 36,627    |
| Replace Vehicle 6421                       | -            | 34,987      | 34,987    |
| Replace Vehicle 6811                       | -            | 34,987      | 34,987    |
| City Fiber Network Tester                  | -            | 15,000      | 15,000    |
| Library EasyPay Unit for Copy/Print/Fax    | -            | 11,073      | 11,073    |
| Supervisor Computers (5x)                  | -            | 9,000       | 9,000     |
| Laser Etchers                              | 6,400        | 1,600       | 8,000     |
|                                            | 187,762      | 2,260,924   | 2,448,686 |
|                                            | 187,762      | 6,260,924   | 6,448,686 |

## CITY COUNCIL Agenda Item Report

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: Police

Item Type: Resolution

Agenda Section: regular agenda items

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### **Suggested Action:**

Discuss and consider approving a resolution authorizing the City Manager to enter into a two-year Interlocal Cooperation Agreement with the North Texas Tollway Authority (NTTA) to provide law enforcement and peace officer services to NTTA owned property for not more than \$672,068.00. (Foxall)

### **Background:**

Effective August 31, 2026 the Texas Department of Public Safety ended their agreement with NTTA to provide law enforcement services to NTTA tollway's and other NTTA property. The NTTA has since requested each municipal agency to provide those services for compensation. The total compensation paid by NTTA to The City of The Colony for these services will not exceed \$672,068 for the two-year term and equates to \$336,034.00 per year invoiced monthly.

### **Attachments:**

[TCPD-NTTA MOU.docx](#)

[Res. 2026-xxx Police Department- NTTA Interlocal Cooperation Contract.doc](#)

## **INTERLOCAL COOPERATION CONTRACT FOR LAW-ENFORCEMENT AND PEACE-OFFICER SERVICES**

THIS INTERLOCAL AGREEMENT FOR LAW-ENFORCEMENT AND PEACE-OFFICER SERVICES (the "Contract") is entered into effective as of September 1, 2026 (the "Effective Date"), by and between the parties shown below (each, a "Party," and collectively, the "Parties") under the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act," Chapter 791, Texas Government Code, and, with respect to NTTA, Chapter 366 of the Texas Transportation Code (the "TTC"), and, with respect to LEA, the City of The Colony, Texas, a Texas home-rule municipality, and The Colony Police Department (the "LEA").

For good and valuable consideration, including the covenants set forth below, the sufficiency of which each Party hereby acknowledges, the Parties agree as follows:

### **1. CONTRACTING PARTIES**

The Parties to this Contract are:

The **NORTH TEXAS TOLLWAY AUTHORITY** ("NTTA"), a regional tollway authority, governed by and authorized under Chapter 366 of the Texas Transportation Code (TTC), to adopt and enforce traffic rules and other public safety rules; and The Colony Police Department ("Law Enforcement Agency" or "LEA"), a Municipal Law Enforcement Agency authorized under Chapter 341 of the Texas Local Government Code, to enforce laws protecting the public safety and provide for the prevention and detection of crime.

In this Contract, NTTA and LEA may be collectively referred to as the "Parties" and each individually, a "Party."

### **2. NTTA TURNPIKE PROJECTS AND SERVICE AREA**

#### **a. Definition of Turnpike Project**

Under Section 366.003(11) of the TTC, a turnpike project is defined as a highway of any number of lanes, with or without grade separations, owned or operated by a regional tollway authority and any improvement, extension, or expansion to that highway, including toll plazas, frontage roads, parking facilities, and administration, storage, or other buildings ("ancillary facilities") that the authority considers necessary to operate its turnpike projects.

### **3. NTTA'S AUTHORITY TO CONTRACT FOR LEA'S SERVICES AND SERVICES**

Chapter 366 of the TTC authorizes NTTA to (a) adopt and enforce rules for the use of any turnpike project or system, including traffic and other public safety rules; and (b) contract with any state or local governmental entity for the services of peace officers of that agency. Chapter 791 of the Texas Government Code authorizes NTTA and LEA, as local governmental entities, to contract with each other for the provision of governmental services by LEA to NTTA.

#### **4. LEA'S SERVICES**

##### **a. Services Generally Described**

LEA agrees to provide on the terms and conditions set forth in this Contract law-enforcement and peace-officer services on those portions of NTTA's turnpike projects located within LEA's jurisdictional boundaries or as requested by NTTA and allowed by law.

LEA's services comprise all duties customarily and reasonably expected of a first-class law enforcement agency including, but not limited to, dispatch, routine patrols, traffic enforcement, pedestrians, removal of abandoned vehicles or non-consent tows of disabled vehicles as directed by LEA through LEA's contract wrecker service, crash response, investigations, reconstruction, and criminal investigations.

#### **5. REPORTS**

##### **a. Incident and Crash Data**

NTTA utilizes crash data to identify trends, assess contributing factors, and support the development of strategies intended to enhance roadway safety and reduce the occurrence and severity of crashes. To further these efforts, NTTA respectfully requests that the LEA provide available crash-related information for incidents occurring on NTTA roadways, including crash reports, location details, contributing factors, and any other relevant data that may assist in NTTA's safety analysis and prevention initiatives.

NTTA also respectfully requests available information regarding incidents occurring on NTTA roadways within the agency's jurisdiction, including the number of calls for service, the date and time each call was received and dispatched, response and clearance times, incident type and location, and other relevant incident information. Such information may be provided subject to applicable law and any restrictions governing confidential, privileged, or protected information.

#### **6. PAYMENT FOR SERVICES**

##### **a. Direct Compensation for LEA's Services**

NTTA will pay, and LEA will accept, as full and complete compensation for the services provided under this Contract, an amount not to exceed \$336,034.00 per year (prorated for any partial year). The total compensation payable for the two-year Term of this Contract will not exceed \$672,068.00. LEA agrees that no additional amounts will be charged to or payable by NTTA.

##### **b. Payment for Services**

NTTA will pay for services provided by LEA under this Contract from current revenues available to NTTA.

**c. Invoices**

LEA will invoice NTTA monthly for services rendered under this Contract. Each invoice will equal 1/12 of the total annual compensation payable under the Contract. NTTA will pay invoices within 30 calendar days of the invoice's receipt. NTTA may withhold reimbursement for any portion of an invoice as to which NTTA questions the validity or lack of services provided. No failure by NTTA to make payments under this Contract will give rise to a right of LEA to cease providing law enforcement services hereunder.

**7. TERM OF CONTRACT**

**a. Term**

This Contract term will begin on the Effective Date. The term of this Contract will end on September 1, 2028.

**b. Early Termination Options**

Either Party, upon 180 calendar days written notice to the other Party, may terminate this Contract.

**8. AUDIT**

**a. Books and Records**

Each Party shall maintain records reasonably necessary to demonstrate compliance with this Contract and, upon reasonable advance notice, make those records available to the other Party or its authorized representatives for inspection and copying. Records shall be retained for three (3) years after expiration or termination of this Contract; provided, however, that records relating to a pending claim, audit, or litigation shall be retained until final resolution. Each Party shall bear its own audit costs.

**b. Requests related to Law Enforcement Proceedings**

From time to time, LEA may request information from NTTA related to LEA's law enforcement investigations, including but not limited to investigations related to the services contemplated by this Contract. NTTA agrees that such requests will be treated as official law enforcement requests and, to the extent permitted by law, responses will include requested non-confidential information and be expedited and prioritized. NTTA will designate a point of contact to receive and handle these law enforcement requests.

**9. MISCELLANEOUS**

**a. Relationship of the Parties.**

Nothing in this Contract is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating (1) the relationship of principal and agent, partnership or joint venture between LEA and NTTA, or (2) a joint enterprise between LEA, NTTA, and/or any other party. Without limiting the foregoing, the



purposes for which LEA and NTTA have entered into this Contract are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the Parties.

**b. Notices.**

Any notice, payment, statement, request, demand, or other communication required or permitted to be given under this Contract by either Party to the other may be made by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing below, but each Party may change its address by written notice in accordance with this Section 4.11. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to NTTA:

If delivered by hand or air courier:

North Texas Tollway Authority  
Attn: Executive Director  
5900 West Plano Parkway, Suite 100  
Plano, Texas 75093

If mailed:

North Texas Tollway Authority  
Attn: Executive Director  
P.O. Box 260729  
Plano, Texas 75026

With a copy in each case above to the attention of the General Counsel at the same address.

If to LEA:

The Colony Police Department  
Attn: Chief of Police  
5151 North Colony Blvd.  
The Colony, Texas 75056

**c. Exclusive Benefit; No Assignment**

This Contract shall bind and shall be for the sole and exclusive benefit of the respective Parties and their legal successors, and nothing in this Contract or in any approval subsequently provided by either Party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general. Neither LEA nor NTTA shall assign or transfer its respective interests in this Contract without the prior written consent of the other Party, unless otherwise provided by law.

**d. Severability**

If any provision of this Contract, or the application thereof to any entity or circumstance, is found to be illegal for any reason, such provision shall be invalid and unenforceable, but the remainder of this Contract and the application of such provision to other entities or circumstances shall not be affected thereby, and such provision shall otherwise be enforced to the greatest extent permitted by applicable law. The Parties agree to negotiate in good faith for a proper amendment to this

Contract in the event any provision hereof is found to be illegal, invalid or unenforceable.

**e. Written Amendments**

Any change in the Contract, terms and/or responsibilities of the Parties must be enacted through a written amendment. No amendment to this Contract shall be of any effect unless in writing, executed by LEA and NTTA, and properly authorized by LEA and NTTA.

**f. Limitations**

All covenants and obligations of LEA and NTTA under this Contract shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of LEA or NTTA shall have any personal obligations or liability hereunder.

**g. Authorization**

Each Party to this Contract represents to the other that it is fully authorized to enter into this Contract and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Contract. Each signatory on behalf of LEA and NTTA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Contract.

**h. Governing Law and Venue**

The provisions of this Contract shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Dallas County, Texas.

**i. Interpretation**

No provision of this Contract shall be construed against or interpreted to the disadvantage of either Party by any court, other governmental or judicial authority, or arbitrator by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**j. Waiver**

No delay or omission by either Party to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

**k. Entire Contract**

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings, or agreements relative hereto that are not fully expressed in this Contract.

**I. Counterparts**

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one single agreement between the Parties.

**m. Headings**

The article and section headings used in this Contract are for reference and convenience only and shall not enter into the interpretation hereof.

**IN WITNESS WHEREOF**, LEA and NTTA have executed this Contract to be effective as of the Effective Date.

**NTTA**

**NORTH TEXAS TOLLWAY AUTHORITY**

By \_\_\_\_\_  
James Hofmann, Executive Director

**LAW ENFORCEMENT AGENCY**

**CITY OF THE COLONY, TEXAS**

\_\_\_\_\_  
By \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_

**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR INTERLOCAL COOPERATION AGREEMENT WITH NORTH TEXAS TOLLWAY AUTHORITY (NTTA) TO PROVIDE LAW ENFORCEMENT AND PEACE OFFICER SERVICES TO NTTA OWNED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, effective August 31, 2026 the Texas Department of Public Safety ended their agreement with NTTA to provide law enforcement services to NTTA tollways and other NTTA property; and

**WHEREAS**, NTTA has requested each municipal agency to provide law enforcement service for compensation; and

**WHEREAS**, the City of The Colony Police Department would receive compensation paid by NTTA for law enforcement services not to exceed \$672,068.00 for a two-year term which equates to \$336,034.00 per year invoiced monthly; and

**WHEREAS**, the City Council has determined that it would be in the best interest of public safety and welfare to enter into the Interlocal Cooperation Agreement with NTTA to provide law enforcement services to NTTA owned property;

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

**Section 1.** That the City Manager is hereby authorized to enter into a two-year Interlocal Cooperation Agreement with NTTA to provide law enforcement services to NTTA owned property.

**Section 2.** 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 THE 7<sup>th</sup> DAY OF OCTOBER 2026.**

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Richard Boyer, Mayor  
City of The Colony, Texas

**ATTEST:**

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Tina Stewart, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

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Jeffrey L. Moore, City Attorney

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session

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### **Suggested Action:**

Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session

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### **Suggested Action:**

Council shall convene into a closed executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to seek legal advice from the city attorney and deliberate regarding and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s) - Palace Parkway, LLC.

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session

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### **Suggested Action:**

Council shall convene into a closed executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s).

### **Background:**



## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session action

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### **Suggested Action:**

Any action as a result of executive session regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session action

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### **Suggested Action:**

Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s) - Palace Parkway, LLC.

### **Background:**

## **CITY COUNCIL Agenda Item Report**

Meeting Date: October 7, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session action

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### **Suggested Action:**

Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s).

### **Background:**