# CITY OF THE COLONY
# CITY COUNCIL AGENDA
# TUESDAY, OCTOBER 20, 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 **TUESDAY, OCTOBER 20, 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 Award presentation recognizing Commissioner Kevin Falconer. (Mayor)

1.6 Items of Community Interest

1.7 Receive presentation from the Library regarding upcoming events and activities. (Charters)

***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 October 7, 2026. (Stewart)

4.2 Consider approving a resolution authorizing the Mayor to execute an Interlocal Agreement with Denton County for Library Services. (Charters)

4.3 Consider approving a resolution authorizing the City Manager to award a contract to H & H Concrete on Demand for concrete, flow-fill, and site-mix for sidewalk, alley, street, curb and gutter repairs in the amount of $110,000.00, Piggybacking on the City of Fort Worth Contract No. 62048 through its existing competitively procured contract. (Whitt)

4.4 Consider approving a resolution authorizing the City Manager to award a purchase to Vertosoft, LLC. in the amount of $169,606.84 for the purchase of Asset Management Software utilizing the Texas Department of Information Resources contract DIR-CPO-5327. (Cuellar)

***5.0 REGULAR AGENDA ITEMS***

5.1 Discuss and consider approving a resolution authorizing the City Manager to award a contract to Kraftsman, LLC. for the construction of a new Splash Pad at the Aquatic Park in the amount not to exceed $1,947,322.74, utilizing BuyBoard Contract #781-25. (Lehmann)

***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).

***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).

***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 14th day of October 2026.*

*Tina Stewart, TRMC, CMC, City Secretary*

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 2026
Submitted By: Ana Alvarado
Submitting Department: City Secretary
Item Type: Presentation
Agenda Section: routine announcements, recognitions and proclamations

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**Suggested Action:**
Award presentation recognizing Commissioner Kevin Falconer. (Mayor)

**Background:**

Agenda Item No: 1.6

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 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 20, 2026
Submitted By: Ana Alvarado
Submitting Department: Library
Item Type: Announcement
Agenda Section: routine announcements, recognitions and proclamations

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**Suggested Action:**
Receive presentation from the Library regarding upcoming events and activities. (Charters)

**Background:**

Agenda Item No: 3.1

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 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:**

Agenda Item No: 4.1

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 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 October 7, 2026. (Stewart)

**Background:**

**Attachments:**
October 7, 2026 Minutes.docx

**MINUTES OF CITY COUNCIL REGULAR SESSION**
**HELD ON**
**OCTOBER 7, 2026**

**The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:32 p.m. on the 7th day of October 2026, at City Hall, 6053 Main Street, The Colony, Texas, with the following roll call:**

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

And with 5 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 Pro Tem Joel Marks called the meeting to order at 6:32 p.m.*

1.2 Invocation
*Pastor Jess Allen with One Creation 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 Proclamation recognizing National Chiropractic Health Month.
*Mayor Pro Tem Joel Marks presented the item. Dr. Andrew Oteo with Stonebridge Health accepted the proclamation.*

1.6 Proclamation recognizing National Community Planning Month.
*Mayor Pro Tem Joel Marks presented the item. Planning Director Isaac Williams, Senior Planner Keyl Groff, and Planning Technician Melissa Devin accepted the proclamation.*

1.7 Items of Community Interest
*None*

1.8 Receive presentation from Parks and Recreation regarding upcoming events and activities.
*Special Events Supervisor Travis Marsh provided upcoming events and activities to the council.*

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

***2.0 CITIZEN INPUT***

*1.) Ann McDonald submitted online input requesting that cross guards receive a raise.*

*2.) Phil Collins with Friends of The Colony Animal Services announced the October 10th Trunk & Treat Event.*

***3.0 WORK SESSION***

3.1 Council to provide direction to staff regarding future agenda items.
*Councilmember Dan Rainey recognized city employees from the public works department, Michael Knoffsinger and John Carr, for going above and beyond assisting a resident when their keys fell in a storm drain.*

***4.0 CONSENT AGENDA***

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

4.1 Consider approving City Council Regular Session meeting minutes from September 15, 2026.

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.

***RESOLUTION NO. 2026-069***

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.

***RESOLUTION NO. 2026-070***

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.

***RESOLUTION NO. 2026-071***

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.

***RESOLUTION NO. 2026-072***

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.

***RESOLUTION NO. 2026-073***

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

***ORDINANCE NO. 2026-2665***

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.

***RESOLUTION NO. 2026-074***

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.

***RESOLUTION NO. 2026-075***

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.

***RESOLUTION NO. 2026-076***

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.

***RESOLUTION NO. 2026-077***

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.

## *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.
*Finance Director Ryan Bredehoeft presented the proposed resolution to council.*

*Council provided discussion on the item.*

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

***RESOLUTION NO. 2026-078***

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.
*Police Chief Phillip Foxall presented the proposed resolution to council.*

*Council provided discussion on the item.*

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

***RESOLUTION NO. 2026-079***

*Executive Session was convened at 7:02 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 551.071 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).

*Regular Session was reconvened at 7:57 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.

***Motion to approve the consent to the sale of Blue Sky's building and assets and consent to sale of operations agreement on the terms as discussed in executive session and subject to revisions deemed necessary by city staff and city attorney's office, and subject to execution by Blue Sky, Sting, and TOCA - Brian R. Wade, Councilmember, seconded by Judy Ensweiler, Councilmember, motion carried with all ayes***.

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.

***Motion to approve the lease and Chapter 380 Agreement between the City of The Colony and Palace Parkway, LLC on the terms as discussed in executive session and subject to revisions deemed necessary by city staff and the city attorney's office. - Brian R. Wade, Councilmember, seconded by Dan Rainey, Councilmember, motion carried with all ayes.***

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).
*No Action*

***ADJOURNMENT***

*With there being no further business to discuss, the meeting adjourned at 7:59 p.m.*

APPROVED:

_____
Joel Marks, Mayor Pro Tem
City of The Colony, Texas

ATTEST:

_____
Tina Stewart, TRMC, CMC, City Secretary

Agenda Item No: 4.2

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 2026
Submitted By: Ana Alvarado
Submitting Department: Library
Item Type: Resolution
Agenda Section: consent agenda

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**Suggested Action:**
Consider approving a resolution authorizing the Mayor to execute an Interlocal Agreement with Denton County for Library Services. (Charters)

**Background:**

**Attachments:**
2026-2027 ICA Library Services - The Colony.pdf
Exhibit A FY2027.pdf
Res. 2026-xxx Library Services Interlocal Agreement with Denton County.doc

**THE STATE OF TEXAS** §
§ **THE COLONY PUBLIC LIBRARY**
**COUNTY OF DENTON** §

# INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES

**THIS AGREEMENT** is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of The Colony, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2026.

**WHEREAS**, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

**WHEREAS,** the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

**WHEREAS,** the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

**WHEREAS**, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

**NOW, THEREFORE**, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

## I.

The term of this Agreement shall be for the period from October 1, 2026, through September 30, 2027.

## II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

**III.**

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

**IV.**

The **MUNICIPALITY** shall designate Daniel Watkins to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. Megan Charters shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY.**

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

**V.**

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

**VI.**

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

**VII.**

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

***To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.***

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

**VIII.**

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

**IX.**

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:
Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:
The Colony Public Library
c/o City of The Colony, Texas
6800 Main Street
The Colony, Texas 75056
Attention: City Manger
Telephone: 972-624-3184

**X.**

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **FORTY SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($46,100.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2026. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS ($10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.

2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis.

3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed $10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

***All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.***

***The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2026.***

**XI.**

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**XII.**

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

**XIII.**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

**XIV.**

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XV.**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

**EXECUTED** this _____ day of _____, 20____.

**DENTON COUNTY, TEXAS**

By: _____
Andy Eads, County Judge
Denton County, Texas

**ATTEST:**

By:_____
Denton County Clerk

**CITY OF THE COLONY, TEXAS**

By:_____
Name:_____
Title:_____

**ATTEST:**

By:_____
City Secretary

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of $56,100.00 to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

# EXHIBIT A

**DENTON COUNTY LIBRARY'S FUNDING (FY 2027)**

| | | |
|---|---|---|
| PER CAPITA: | $ | 0.353770 |
| MATCHING: | $ | 10,000.00 |

| | |
|---|---|
| DENTON COUNTY POPULATION: | 1,108,089 |
| POPULATION OF CITIES WITH LIBRARIES | 406,282 |
| REMAINING POPULATION | 701,807 |

| | TOTAL | CITY | COUNTY | PER CAPITA | MATCHING | TOTAL | ROUNDED |
|---|---|---|---|---|---|---|---|
| **LIBRARY** | **POP** | **POP** | **allocation** | **ALLOCATION** | **FUNDS** | | |
| | | | | | | | |
| AUBREY | 73,050 | 26,784 | 46,266 | $ 25,843 | $ 10,000 | $ 35,843 | $ 35,900 |
| FLOWER MOUND | 219,926 | 80,636 | 139,290 | $ 77,803 | $ - | $ 77,803 | $ 77,900 |
| JUSTIN | 23,873 | 8,753 | 15,120 | $ 8,445 | $ 10,000 | $ 18,445 | $ 18,500 |
| KRUM | 18,230 | 6,684 | 11,546 | $ 6,449 | $ 10,000 | $ 16,449 | $ 16,500 |
| LEWISVILLE | 383,885 | 140,752 | 243,133 | $ 135,807 | $ - | $ 135,807 | $ 135,900 |
| LITTLE ELM | 170,964 | 62,684 | 108,280 | $ 60,482 | $ 10,000 | $ 70,482 | $ 70,500 |
| PILOT POINT | 23,308 | 8,546 | 14,762 | $ 8,246 | $ 10,000 | $ 18,246 | $ 18,300 |
| PONDER | 9,164 | 3,360 | 5,804 | $ 3,242 | $ 10,000 | $ 13,242 | $ 13,300 |
| ROANOKE | 27,721 | 10,164 | 17,557 | $ 9,807 | $ 10,000 | $ 19,807 | $ 19,900 |
| SANGER | 27,727 | 10,166 | 17,561 | $ 9,809 | $ 10,000 | $ 19,809 | $ 19,900 |
| THE COLONY | 130,241 | 47,753 | 82,488 | $ 46,075 | $ 10,000 | $ 56,075 | $ 56,100 |
| | | | | | | | |
| **TOTAL** | **1,108,089** | **406,282** | **701,807** | **$ 392,009** | **$ 90,000** | **$ 482,009** | **$ 482,700** |

| | |
|---|---|
| | |
| Aubrey Population: | |
| Aubrey | 10,491 |
| Crossroads | 2,000 |
| Krugerville | 2,037 |
| Providence | 12,256 |
| Total | 26,784 |
| Ponder Population: | 2,851 |
| Dish (Interlocal Agreement) | 509 |
| Total | 3,360 |

**CITY OF THE COLONY, TEXAS**

**RESOLUTION NO. 2026 - _____**

**A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE COLONY AND DENTON COUNTY FOR THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF DENTON COUNTY AS PROVIDED IN ATTACHMENT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; 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 Mayor is hereby authorized and empowered to execute an Interlocal Cooperation Agreement with Denton County for the provision of Library Services to the residents of Denton County as defined in the Agreement, which is attached hereto and incorporated herein by reference as Attachment "A".

**Section 2.** That a true and correct copy of the Interlocal Cooperation Agreement is attached hereto and incorporated herein.

**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 THE 20th DAY OF OCTOBER 2026.**

_____
Richard Boyer, Mayor
City of The Colony, Texas

**ATTEST:**

_____
Ana Alvarado, Deputy City Secretary

**APPROVED AS TO FORM:**

_____
Jeff Moore, City Attorney

Agenda Item No: 4.3

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 2026
Submitted By: Ana Alvarado
Submitting Department: Public Works/Water Distribution
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 H & H Concrete on Demand for concrete, flow-fill, and site-mix for sidewalk, alley, street, curb and gutter repairs in the amount of $110,000.00, Piggybacking on the City of Fort Worth Contract No. 62048 through its existing competitively procured contract. (Whitt)

**Background:**
Award a contract to H & H Concrete on Demand for concrete, flow-fill, and site-mix for sidewalk, alley, street, curb and gutter repairs.

**Attachments:**
H&H Concrete PO.doc
HH Concrete Job List.doc
2025-2026 Road Hwy Materials Contract 62048.cleaned.pdf
Res. 2026-xxx - H&H Concrete on Demand.doc

From: James Whitt, Department of Public Works
Sent: October 7, 2026
Subject: Purchase Order for Concrete Mix

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Requesting the City Manager to authorize a resolution for the purchase of concrete from H&H Concrete in the amount of $110,000 for the repair of streets, alleys, sidewalks, drainage structures, curb and gutter. This work will be completed in-house by our Streets and Drainage crews in response to customer requests and work orders.



FY 2026/2027

**Street, Alleys and Sidewalk Maintenance Funds**

Council Meeting
10/7/2026

| Street, Alley & Sidewalk | | Operating Funds |
|---|---|---|
| Alley Maintenance | 200-67-6419 | $150,000.00 |
| | | -$50,000.00 |
| Street Maintenance | 200-67-6420 | $150,000.00 |
| | | -$50,000.00 |
| Sidewalk Maintenance | 200-67-6424 | $35,000.00 |
| | | -$10,000.00 |

| | |
|---|---|
| Requested H&H Concrete PO | $110,000.00 |

| | | Remaining fund balances |
|---|---|---|
| Alley Maintenance | 200-67-6419 | $100,000.00 |
| Street Maintenance | 200-67-6420 | $100,000.00 |
| Sidewalk Maintenance | 200-67-6424 | $25,000.00 |

From: James Whitt, Department of Public Works
Sent: October 14, 2026
Subject: Inhouse concrete repair job list

## ZONE 1

| | SIDEWALK | ALLEY | STREETS |
|---|---|---|---|
| 1 | 4438 Chapman | Sarasota | 5220 Pheonix |
| 2 | 6908 Curry | Durbin & Gardner | 5321 Standridge |
| 3 | 4436 Hale | 7323 Augusta | 3900 Lakeside |
| 4 | 4212 Ireland | 4020 Breckenridge | 4037 Lakeside |
| 5 | 4348 Ireland | 4100 Driscoll | 4517 Keys |
| 6 | 4029 Malone | 7 Indianola Cir. | 4537 Larner |
| 7 | 4120 Malone | 3741 Cottonwood Springs | 3825 Monterrey Cir |
| 8 | 3028 Mitchel | 4109 Durbin | 5904 Sandhill Cir |
| 9 | 4101 Newton | 4353 Keys | 3724 Bristol |
| 10 | 4316 North Colony | 3933 Willowbend | 4617 Freeman |

## ZONE 2

| | SIDEWALK | ALLEY | STREETS |
|---|---|---|---|
| 1 | 5116 Alpha | 5248 Reed | 5400 Merrell |
| 2 | 4912 Avery | Wilcox & Wagner | 5137 Sherman |
| 3 | 5053 Bartlet | 6201 Blair Oaks | 5401 Merrell |
| 4 | 5008 Blair Oaks | 5124 Pruitt | 5412 Gibson |
| 5 | 5233 Cook Cir | 5220 Cook | 4908 Heatherington |
| 6 | 5313 Gates | 4932 Watkins | 4912 Jennings |
| 7 | 5225 Hawse | 4852 Alta Oaks | 5332 Nash |
| 8 | 4917 Jennings | 4840 Alta Oaks | 4129 Newton |
| 9 | 5225 Kisor | 5117 Brandenburg | 5240 Pruitt |
| 10 | 5220 Miller | 5233 Cook Cir | 5265 Reed |

## ZONE 3

| | SIDEWALK | ALLEY | STREETS |
|---|---|---|---|
| 1 | 5560 N. Colony | 5624 Terry | 5324 Memorial |
| 2 | 6337 Branchwood Trl | 5400 Rice & Sagers | Copper Canyon |
| 3 | 6641 Autum Trl | 5500 Rice & Sagers | 5624 Longhorn |
| 4 | 5913 Carrol | 7037 Blalock | 6321 Branchwood |
| 5 | 5636 Norris | 7020 Blalock | 5401 Rockwood |
| 6 | 7004 N. Pointe | 5141 Gates | 5409 Rockwood |
| 7 | 5617 Overland | 6416 Marlar | 5416 Rockwood |
| 8 | 6613 Oxford | 6701 Matson Dr | 5708 Poole |
| 9 | 5501 Rockwood | 5624 Overland | 5505 Gibson |
| 10 | 5605 Slay | 5509 Eagle River | 5636 Norris |

| | | |
|---|---|---|
| | Currently under construction | Already funded |
| | Scheduled for construction | |
| | To be funded with this item | Budgeted, needs authorization |

List are NOT final. Calls are received daily and evaluated for public safety, many are added to the top of the list or added next in line causing some delay for previous scheduled jobs. Every effort is made to complete the worst jobs first not necessarily the first job called in.

City Secretary Contract No. 62048

FORT WORTH®

# VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home rule municipal corporation, and **H&H Concrete On Demand** ("Vendor"), each individually referred to as a **"party"** and collectively referred to as the **"parties**."

1. **Scope of Services.** Vendor will provide road and highway building materials for street repairs, new installations of utilities and road construction projects ("Services"), as set forth in more detail in Exhibit "A," attached hereto and incorporated herein for all purposes.

**2. Term.** This Agreement begins on the date signed by the Assistant City Manager below ("Effective Date") and expires one year later ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to four (4) one-year renewal option(s) (each a "Renewal Term").

**3. Compensation.** City will pay Vendor in accordance with the provisions of this Agreement, including Exhibit "B," which is attached hereto and incorporated herein for all purposes. **Total annual compensation under this Agreement will not exceed One Million One Hundred Thousand Dollars ($1,100,000.00). The Vendor acknowledges that this is a non-exclusive agreement and there is no guarantee of any specific amount of purchase. Further, Vendor recognizes that the amount stated above is the total amount of funds available, collectively, for any Vendor that enters into an agreement with the City under the relevant M&C or cooperative agreement and that once the full amount has been exhausted, whether individually or collectively, funds have therefore been exhausted under this Agreement as well.**

Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

**4. Termination.**

4.1. Written Notice. City or Vendor may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2 Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.



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CITY SECRETARY
FT. WORTH, TX

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City will pay Vendor for services actually rendered up to the effective date of termination and Vendor will continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Vendor will provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Vendor has received access to City Information or data as a requirement to perform services hereunder, Vendor will return all City provided data to City in a machine-readable format or other format deemed acceptable to City.

**5. Disclosure of Conflicts and Confidential Information.**

5.1 Disclosure of Conflicts. Vendor hereby warrants to City that Vendor has made full disclosure in writing of any existing or potential conflicts of interest related to Vendor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Vendor hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Vendor, for itself and its officers, agents and employees, agrees that it will treat all information provided to it by City ("City Information") as confidential and will not disclose any such information to a third party without the prior written approval of City.

5.3 Public Information Act. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 Unauthorized Access. Vendor must store and maintain City Information in a secure manner and will not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Vendor must notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Vendor will, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and will fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. **Right to Audit.** Vendor agrees that City will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City will have access during normal working hours to all necessary Vendor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City will give Vendor reasonable advance notice of intended audits.

7. **Independent Contractor.** It is expressly understood and agreed that Vendor will operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and

not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Vendor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, Vendors, and subcontractors. Vendor acknowledges that the doctrine of *respondeat superior* will not apply as between City, its officers, agents, servants and employees, and Vendor, its officers, agents, employees, servants, contractors, and subcontractors. Vendor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Vendor. It is further understood that City will in no way be considered a Co-employer or a Joint employer of Vendor or any officers, agents, servants, employees, contractors, or subcontractors. Neither Vendor, nor any officers, agents, servants, employees, contractors, or subcontractors of Vendor will be entitled to any employment benefits from City. Vendor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors, or contractors.

8. **Liability and Indemnification.**

8.1 ***LIABILITY*** *- VENDOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.*

8.2 ***GENERAL INDEMNIFICATION*** *- VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.*

8.3 ***INTELLECTUAL PROPERTY INDEMNIFICATION*** – **Vendor agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay will not apply if City modifies or misuses the software and/or documentation. So long as Vendor bears the cost and expense of payment for claims or actions against City pursuant to this section, Vendor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City will have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City will have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor will fully participate and cooperate**

**with City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses will not eliminate Vendor's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor will, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor terminate this Agreement, and refund all amounts paid to Vendor by City, subsequent to which termination City may seek any and all remedies available to City under law.**

9. **Assignment and Subcontracting.**

9.1 Assignment. Vendor will not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee will execute a written agreement with City and Vendor under which the assignee agrees to be bound by the duties and obligations of Vendor under this Agreement. Vendor will be liable for all obligations of Vendor under this Agreement prior to the effective date of the assignment.

9.2 Subcontract. If City grants consent to a subcontract, the subcontractor will execute a written agreement with Vendor referencing this Agreement under which subcontractor agrees to be bound by the duties and obligations of Vendor under this Agreement as such duties and obligations may apply. Vendor must provide City with a fully executed copy of any such subcontract.

10. **Insurance.** Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

$1,000,000 - Each Occurrence
$2,000,000 - Aggregate

(b) Automobile Liability:

$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed

Employers' liability

| | |
|---|---|
| $100,000 - | Bodily Injury by accident; each accident/occurrence |
| $100,000 - | Bodily Injury by disease; each employee |
| $500,000 - | Bodily Injury by disease; policy limit |

(d) Professional Liability (Errors & Omissions):

| | |
|---|---|
| $1,000,000 - | Each Claim Limit |
| $1,000,000 - | Aggregate Limit |

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

11. **Compliance with Laws, Ordinances, Rules and Regulations.** Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

12. **Non-Discrimination Covenant.** Vendor, for itself, its personal representatives, assigns, contractors, subcontractors, and successors in interest, as part of the consideration herein, agrees that in the performance of Vendor's duties and obligations hereunder, it will not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY VENDOR, ITS PERSONAL REPRESENTATIVES, ASSIGNS, CONTRACTORS, SUBCONTRACTORS, OR SUCCESSORS IN INTEREST, VENDOR AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. **Notices.** Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

| To CITY: | To VENDOR: |
|---|---|
| City of Fort Worth<br>Attn: Assistant City Manager<br>200 Texas Street<br>Fort Worth, TX 76102-6314<br>Facsimile: (817) 392-8654<br><br>With copy to Fort Worth City Attorney's Office at:<br><br>100 Fort Worth Trail<br>Fort Worth, Texas 76102 | **H&H Concrete On Demand**<br>Kody Haverkamp<br>Vice President, Title<br>2804 Prestige Rd.<br>Fort Worth, TX 76244<br><br>Facsimile: 817-431-3757 |

14. **Solicitation of Employees.** Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. **Governmental Powers.** It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. **No Waiver.** The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. **Governing Law / Venue.** This Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19. **Force Majeure.** City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. **Headings not Controlling.** Headings and titles used in this Agreement are for reference purposes only, will not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. **Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or its Exhibits.

22. **Amendments / Modifications / Extensions.** No amendment, modification, or extension of this Agreement will be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

24. **Warranty of Services.** Vendor warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this

warranty within thirty (30) days from the date that the services are completed. In such event, at Vendor's option, Vendor will either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Vendor for the nonconforming services.

25. **Immigration Nationality Act.** Vendor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor must adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS.** City, upon written notice to Vendor, will have the right to immediately terminate this Agreement for violations of this provision by Vendor.

26. **Ownership of Work Product.** City will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City will be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product will inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product will be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

27. **Signature Authority.** The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

28. **Change in Company Name or Ownership.** Vendor must notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Vendor or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

29. **No Boycott of Israel. If Vendor has fewer than 10 employees or this Agreement is for less than $100,000, this section does not apply.** Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does

not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

30. **Prohibition on Boycotting Energy Companies.** Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

31. **Prohibition on Discrimination Against Firearm and Ammunition Industries.** Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

32. **Electronic Signatures.** This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

33. **Entirety of Agreement.** This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

***(signature page follows)***

City Secretary Contract No. _____

**ACCEPTED AND AGREED:**

| **CITY OF FORT WORTH:** | **CONTRACT COMPLIANCE MANAGER:** |
|---|---|
| By: Dana Burghdoff (Sep 27, 2024 08:08 CDT) | By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. |
| Name: Jesica McEachern | |
| Title: Assistant City Manager | |
| Date: _____ | By: Lakeesha Dodson |
| **APPROVAL RECOMMENDED:** | Name: Lakeesha Dodson |
| By: Lauren Prieur (Sep 20, 2024 07:02 CDT) | Title: _____ |
| Name: Lauren Prieur | **APPROVED AS TO FORM AND LEGALITY:** |
| Title: Director | By: Jessika Williams (Sep 19, 2024 14:45 CDT) |
| **ATTEST:** | Name: Jessika J. Williams |
| By: _____ | Title: Assistant City Attorney |
| Name: Jannette S. Goodall | **CONTRACT AUTHORIZATION:** |
| Title: City Secretary | **M&C:** 24-0632 (8/13/24) |
| | **Form 1295:** 2024-1164444 |

| **VENDOR:** |
|---|
| **H&H Concrete On Demand** |
| By: _____ |
| Name: Kody Haverkamp |
| Title: Vice President |



OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

## EXHIBIT A

## SCOPE OF SERVICES

Vendor will provide road and highway building materials for street repairs, new installations of utilities and road construction projects. Vendor will abide by the detailed specifications from the Texas Department of Transportation for road and highway building materials (Ready Mix), including the grade of materials and method of delivery required, as described further in Attachment A.

| FORT WORTH® | CITY OF FORT WORTH - PURCHASING DIVISION SPECIFICATION | |
|---|---|---|
| IFB Ref. #: 24-0101 | Doc. Ref#: **IFB-06** | Page **1** of **8** |
| IFB Title: Road and Highway Building Materials (Ready Mix) | | |

## 1.0 INTENT

1.1 Road and highway building materials (ready mix) will be used for the Transportation and Public Works Department to provide street repairs, new installations of utilities, and road construction projects throughout the City of Fort Worth.

## 2.0 SCOPE

2.1 The City of Fort Worth (City) seeks bids to finalize an agreement for the Transportation and Public Works Department (TPW) on an "as needed" basis. Prospective responding bidders should ensure they review all attachments for complete responses and understanding of the agreement the City intends to award from this solicitation. The successful bidder(s), known hereafter as "Contractor," "Vendor" or "Supplier."

2.2 Ready Mix Concrete: Concrete used for the Agreement shall be generated from a kiln that utilizes the dry manufacturing process defined as Green Cement. Contractors are required to complete the certification:

2.2.1 Available facilities and adequate equipment to supply the commodities requested. A pre-award inspection may be made to determine whether the bidder actually has in its inventory those items bidding.

2.2.2 Available qualified and trained personnel to perform the services requested.

2.2.3 Design Mix: The contractor shall provide the Design Mix number per Ready Mix Sack as indicated in the Bid Solicitation Document.

2.2.4 "Central Plant", "Ready Mix", or "Transit Mixed" concrete may be permitted, but only with the Engineer's approval after the Contractor has supplied sufficient evidence that the concrete to be furnished will meet all the requirements of the specifications and supplied in quantities according to the project demands.

2.2.5 Cement shall be delivered in bags plainly marked with the brand and manufacturer. Bags shall contain ninety-four (94) pounds of cement, net, and shall be in good condition at the time of delivery.

2.3 Aggregate, Flexible Base, Type A, Grade 1: This material shall be of a course composed of a flexible base for surface courses and base courses. The material shall be composed of crusher-run broken limestone and be constructed as specified in one or more courses to conform with the section shown on the plane and to the lines and grades as established by the department. Aggregate, TY A. Grade 1, will be in accordance with the Texas Department of Transportation (TXDOT) Item 247, Table 1. Please visit the TXDOT website for specifications at:

https://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/specs/2014/standard/s247.pdf

2.3.1 This material shall consist of durable particles of limestone mixed with approved binding materials and obtained from approved sources as specified. The processed material when properly slaked and tested by standard laboratory methods shall meet the following requirements:

| SIEVE SIZE | MINIMUM |
|---|---|
| Retained on 1-3/4 sieve | 0 percent |
| Retained on No. 4 sieve | 45 to 75 percent |

| | |
|---|---|
| Retained on No. 40 sieve | 60 to 85 percent |

2.3.2 The material when tested under "The Wet Ball Method for determining the Disintegration of Flexible Base Materials" shall not develop more than fifty (50) percent per soil binder.

2.3.3 Materials passing the No. 4 sieve shall be known as "Binder". The portion of materials passing the No. 40 sieve shall be known as "Soil Binder" and shall meet the following requirements:

2.3.3.1 The liquid limit shall not exceed forty (40) when tested in accordance with the American Society for Testing and Materials (ASTM), Designation 0-423.

2.3.3.2 The plastic limit shall be determined by testing in accordance with ASTM, D-424.

2.3.3.3 The plasticity index shall not exceed twelve (12) or be less than four (4) when calculated in accordance with ASTM, Designation D-424.

2.3.3.4 The preparation of samples for testing according to ASTM, Designation D-423, and D-424 shall be in accordance with the requirements of ASTM, Designation D-2217.

2.3.3.5 Materials retained on the No.4 sieve shall have a wear of not more than forty-five (45) percent when tested according to ASTM, Designation C- 131.

2.3.4 Should the Contractor elect to produce the material from local pits, the material shall be secured from sources approved by the department. Each pit utilized shall be opened to immediately

expose the vertical faces of all the various strata of acceptable materials, and unless otherwise directed, the material shall be secured in successive vertical cuts extending through all the exposed strata, in order that a uniform mixed material will be secured.

2.3.5 Concrete materials including crushed and uncrushed gravel are unacceptable and shall be cause for rejection of material.

2.4 Portland Cement Concrete: Will be in accordance with the Texas Department of Transportation (TXDOT) Item 260,263,265. Please visit the TXDOT website for specifications at:

http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf

2.4.1 All materials used and for the storage, handling, measuring, proportioning, and mixing or combining such materials in producing concrete for structures and incidental or miscellaneous construction.

2.4.2 Concrete shall be composed of normal Portland cement or high early strength cement, coarse aggregate, fine aggregate, and water proportioned and mixed as hereinafter provided in these specifications.

2.4.3 Portland Cement shall meet the requirements of ASTM C150, Type 1 for Normal Portland Cement, and Type II meet the requirements of American Association of State Highway and Transportation Officials (AASHTO) M85-Type I specifications with a maximum of 596 tricalcium aluminate for exposure to sewage.

2.4.4 All cement shall be sampled and tested in accordance with ASTM, C183, C184, C187, C188, C190, and C191, Sampling and Testing Portland Cement.

2.4.5 Lehigh ASTM Type 1-11, low alkali, Portland cement is both a general purpose use and a moderate sulfate use hydraulic cement that shall be used for most construction projects. Type 1-11 cement shall be used where precaution against moderate sulfate attack is important. Type 1-11 cement is formulated for use in grouts, mortars, and concrete.

2.4.6 Cement physical properties shall be of a fine light gray powder and have no artificial color added and shall have minimum Blaine fineness of 280 m2/kg.

2.4.7 Low alkali, Portland cement is designed to be mixed with water in an environment free from acids and high sulfates.

2.4.8 Mortar cubes strength shall be according to ASTM C150 and AASHTO M85, for Type 1-11 Portland cement to obtain minimum compressive strengths as follows:

2.4.8.1 3 days -1740 psi
2.4.8.2 7 days - 2760 psi

2.4.9 Set times shall be according to ASTM C150 and AASHTO M85, Type 1-11 Portland cement paste will retain the initial set in a minimum of 45 minutes, and the final set in a maximum of 375 minutes when tested using the Vicat test method.

2.5 Flowable Fill: Controlled Low Strength Material (CLSM)

2.5.1 Portland Cement Type II low alkali Portland cement as specified in City Engineering Specification, Section 03 30 00.

2.5.2 Fly Ash: Class F, fly ash in accordance with ASTM C618.

2.5.3 Water: As specified in City Engineering Specification, Section 03 30 00.

2.5.4 Admixture: air entraining admixture in accordance with ASTM C260.

2.5.5 Fine Aggregate: Concrete sand (ASTM C33 not required) no more than twelve

2.5.6 (12) percent of fine aggregate shall pass a NO. 200 sieve and no plastic fines shall be present.

2.5.7 Coarse Aggregate: Pea gravel no larger than 3/8 inch.

2.5.8 Standards cited ASTM International

2.5.9 C31-Standard Practice for Making and Curing Concrete Test Specimens in the field.

2.5.10 C-33-Standard Specification for Concrete Aggregates.

2.5.11 C39-Standatd Test Method for Compressive Strength of Cylindrical Concrete Specimens.

2.5.12 C143- Standard Test Method for Slump of Hydraulic Cement Concrete.

2.5.13 C231-Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

2.5.14 Suggested Design Mix:

| Material | Weight | Specific Gravity | Absolute Volume Cubic Foot |
|---|---|---|---|
| Cement | 30 Pounds | 3.15 | 0.15 |
| Fly Ash | 300 Pounds | 2.30 | 2.09 |
| Water | 283 Pounds | 1.00 | 4.54 |
| Coarse Aggregate | 1,465 Pounds | 2.68 | 8.76 |
| Fine Aggregate | 1,465 Pounds | 2.68 | 7.86 |
| Admixture | 4-6 Ounces | - | 2.70 |
| TOTAL | 3,543 Pounds | | 27.00 |

## 2.6 GREEN CEMENT REQUIREMENT

2.6.1 In accordance with Resolution 3536, passed on October 2, 2007, the City of Fort Worth is striving to improve air quality in the North Texas Area. Resolution 3536 specifies the aggregate used for this agreement shall be generated from a kiln that utilizes the dry manufacturing process defined as Green Cement.

2.6.2 Compliance with this requirement shall be demonstrated via a certified compliance statement signed by both the bidding Contractor and material supplier. (See Attachment A).

2.6.3 Preferential consideration will be given to submittals whose suppliers utilize products from kilns whose emission rates are 1.7 pounds of nitrogen oxides (NOx) or less per ton of clinker produced.

City Secretary Contract No. _____

**EXHIBIT B**

**PAYMENT SCHEDULE**

| | | | | | | | | H&H Concrete On Demand Inc. | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total Cost** | | | $ 523,486.0 | | |
| | | | | | | **Selected #** | | | 0 | | |
| | | | | | | **Selected ($)** | | | $ 0 | | |
| # | Locked | Items | Selected | Lowest | UOM | QuantityRequired | | MixedDesi | UnitPrice | TotalCost | LocalPreference+5%or3%forNonLocalBidders |
| 1 | Project Ref# 24-0101; Road and Highway Building Materials (Ready Mix) (9) | | | | | | | | | | |
| #1-1 | FALSE | 3,000 PSI (. | $ 0 | $ 42,365.0 | CUYD | 229 | | HH5010A | $ 185 | **$ 42,365.0** | $ 44,483.25 |
| #1-2 | FALSE | 5,000 PSI (' | $ 0 | $ 425,490.( | CUYD | 2182 | | HH7010A | $ 195 | **$ 425,490.0** | $ 446,764.5 |
| #1-3 | FALSE | 3,000 PSI (. | $ 0 | $ 87,720.0 | CUYD | 408 | | No Bid | No Bid | No Bid | No Bid |
| #1-4 | FALSE | 5,000 PSI (' | $ 0 | $ 85,767.0 | CUYD | 339 | | No Bid | No Bid | No Bid | No Bid |
| #1-5 | FALSE | Flowable F | $ 0 | $ 55,350.0 | CUYD | 410 | | HHFF150 | $ 135 | **$ 55,350.0** | $ 58,117.5 |
| #1-6 | FALSE | Flowable F | $ 0 | $ 56,742.0 | CUYD | 294 | | No Bid | No Bid | No Bid | No Bid |
| #1-7 | FALSE | Transporta | $ 0 | $ 1 | Mile | 1 | | Per Mile | $ 1 | **$ 1** | $ 1.05 |
| #1-8 | FALSE | Fuel Surch. | $ 0 | $ 100 | Surcharge | 1 | | Per Truck | $ 100 | **$ 100** | $ 105.0 |
| #1-9 | FALSE | Standing T | $ 0 | $ 105 | EA | 1 | | Per Hour | $ 180 | $ 180 | $ 189.0 |

**Signature:** *Elisa Winterrowd*

**Email:** Elisa.Winterrowd@fortworthtexas.gov

**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 H&H CONCRETE ON DEMAND FOR CONCRETE, FLOW-FILL AND SITE-MIX FOR SIDEWALK, ALLEY, STREET, CURB, AND GUTTER REPAIRS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of The Colony, Texas hereby authorizes the City Manager to execute a contract with H&H Concrete on Demand for concrete, flow-fill and site-mix for sidewalk, alley, street, curb and gutter repairs; and

**WHEREAS**, with this contract, the City of The Colony is agreeing to the services not to exceed the amount of $110,000.00.

**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, with the terms and conditions 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 20th DAY OF OCTOBER 2026.**

_____
Richard Boyer, Mayor
City of The Colony, Texas

**ATTEST:**

_____
Ana Alvarado, Deputy City Secretary

**APPROVED AS TO FORM:**

_____
Jeffrey L. Moore, City Attorney

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 2026
Submitted By: Ana Alvarado
Submitting Department: Information Technology
Item Type: Resolution
Agenda Section: consent agenda

---

**Suggested Action:**
Consider approving a resolution authorizing the City Manager to award a purchase to Vertosoft, LLC. in the amount of $169,606.84 for the purchase of Asset Management Software utilizing the Texas Department of Information Resources contract DIR-CPO-5327. (Cuellar)

**Background:**

**Attachments:**
OpenGov Background Info.pdf
Q-29697 Vertosoft quote for OpenGov The Colony TX.pdf
PS-13207 City of The Colony, TX.pdf
Res. 2026-xxx - Vertosoft LLC.docx

**AGENDA ITEM – BACKGROUND INFORMATION**

Information Technology

| | |
|---|---|
| **TO:** | Mayor, City Council, and City Manager |
| **DATE SUBMITTED:** | October 13, 2026 |
| **MEETING DATE:** | 10/20/2026 |
| **SUMMARY OF REQUEST:** | Consider approving a resolution authorizing the City Manager to award a purchase to Vertosoft, LLC. in the amount of $169,606.84 for the purchase and implementation of Asset Management software. |

Asset management software is an essential tool for Public Works and Parks, enabling staff to manage, track, inspect, and maintain City assets in the field. For the past 17 years, Cityworks has served as the City's primary asset management system. However, in 2025, Cityworks announced significant changes to its platform, prompting staff to evaluate the City's long-term asset management needs.

Staff from Public Works, Parks, and Information Technology (IT) reviewed Cityworks alongside other available solutions to determine the best path forward. Following this evaluation, staff identified OpenGov as the preferred solution to meet the City's operational needs.

OpenGov provides an opportunity to build a modern asset management program tailored to the City's current requirements while offering enhanced capabilities, including task automation, improved reporting, and more efficient workflows.

## Budget:

- This is a FY2027 budgeted item.

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

**Cage Code:** 7QV38
**UEI Number** Y7D5MXRU2839
**DUNS#** 080431574
**Federal Tax ID:** 81-3911287
**Business Size:** Small Business

**Date:** 10/7/2026, 4:47 PM

**Phone:** 571 707-4130
**Fax:** 571-291-4119
**Email:** opengov@vertosoft.com

**Vertosoft Contact:** Carly Moore
**Phone:** (540) 998-8361
**Email**: carly.moore@vertosoft.com

# Vertosoft Quote for OpenGov - The Colony, TX

**Contract:** TX-DIR: DIR-CPO-5327

**Quote #:** Q-29697
**Expires On:** 10/31/2026

**Ship To**
The Colony, TX
Chris Cuellar
ccuellar@thecolonytx.gov

**Quote For**:
**Name:**
**Company:** The Colony, TX
**Email**:
**Phone:**

| PAYMENT TERMS | DELIVERY METHOD | PAYMENT METHOD | VERTOSOFT CUST ID | SUPPLIER REF |
|---|---|---|---|---|
| Net 30 | Electronic | Check/ACH/Credit Card | | |

Overall POP Start Date: 11/1/2026
Overall POP End Date: 10/31/2031

Term 1 11/1/2026 - 10/31/2027

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| OPGV-HANW-B150200M-RR-3Y | Asset Management Base Bundle - Between $150-200 Million - 3Y | 1.00 | $20,475.64 | $20,475.64 |
| OPGV-HAFY-B150200M-RR-3Y | Parks & Recreation Domain - Between $150-200 Million - 3Y | 1.00 | $12,870.46 | $12,870.46 |
| OPGV-HAHB-B150200M-RR-3Y | Stormwater Domain - Between $150-200 Million - 3Y | 1.00 | $12,870.46 | $12,870.46 |
| OPGV-HAHC-B150200M-RR-3Y | Transportation Domain - Between $150-200 Million - 3Y | 1.00 | $13,899.91 | $13,899.91 |
| OPGV-HAFZ-B150200M-RR-3Y | Wastewater Collection - Between $150-200 Million - 3Y | 1.00 | $12,870.46 | $12,870.46 |

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| OPGV-HAHF-B150200M-RR-3Y | Water Distribution Domain - Between $150-200 Million - 3Y | 1.00 | $13,899.91 | $13,899.91 |
| OPGV-HALG-B150200M-NR-0Y | Custom Professional Services Deployment - Prepaid - Between $150-200 Million - 0Y | 370.00 | $216.00 | $79,920.00 |
| OG-Travel-Expense-Reimb | OpenGov - designed for reimbursable travel expenditures. **Estimate expense<br><br>Billed as incurred and not to exceed | 2,800.00 | $1.00 | $2,800.00 |
| | | | **Term 1 TOTAL:** | $169,606.84 |

Term 2 11/1/2027 - 10/31/2028

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| OPGV-HANW-B150200M-RR-3Y | Asset Management Base Bundle - Between $150-200 Million - 3Y | 1.00 | $21,499.42 | $21,499.42 |
| OPGV-HAFY-B150200M-RR-3Y | Parks & Recreation Domain - Between $150-200 Million - 3Y | 1.00 | $13,513.99 | $13,513.99 |
| OPGV-HAHB-B150200M-RR-3Y | Stormwater Domain - Between $150-200 Million - 3Y | 1.00 | $13,513.99 | $13,513.99 |
| OPGV-HAHC-B150200M-RR-3Y | Transportation Domain - Between $150-200 Million - 3Y | 1.00 | $14,594.91 | $14,594.91 |
| OPGV-HAFZ-B150200M-RR-3Y | Wastewater Collection - Between $150-200 Million - 3Y | 1.00 | $13,513.99 | $13,513.99 |
| OPGV-HAHF-B150200M-RR-3Y | Water Distribution Domain - Between $150-200 Million - 3Y | 1.00 | $14,594.91 | $14,594.91 |
| | | | **Term 2 TOTAL:** | $91,231.21 |

Term 3 11/1/2028 - 10/31/2029

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| OPGV-HANW-B150200M-RR-3Y | Asset Management Base Bundle - Between $150-200 Million - 3Y | 1.00 | $22,574.39 | $22,574.39 |
| OPGV-HAFY-B150200M-RR-3Y | Parks & Recreation Domain - Between $150-200 Million - 3Y | 1.00 | $14,189.69 | $14,189.69 |
| OPGV-HAHB-B150200M-RR-3Y | Stormwater Domain - Between $150-200 Million - 3Y | 1.00 | $14,189.69 | $14,189.69 |
| OPGV-HAHC-B150200M-RR-3Y | Transportation Domain - Between $150-200 Million - 3Y | 1.00 | $15,324.66 | $15,324.66 |
| OPGV-HAFZ-B150200M-RR-3Y | Wastewater Collection - Between $150-200 Million - 3Y | 1.00 | $14,189.69 | $14,189.69 |
| OPGV-HAHF-B150200M-RR-3Y | Water Distribution Domain - Between $150-200 Million - 3Y | 1.00 | $15,324.66 | $15,324.66 |
| | | | **Term 3 TOTAL:** | $95,792.78 |

Term 4 11/1/2029 - 10/31/2030

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| OPGV-HANW-B150200M-RR-3Y | Asset Management Base Bundle - Between $150-200 Million - 3Y | 1.00 | $23,703.12 | $23,703.12 |
| OPGV-HAFY-B150200M-RR-3Y | Parks & Recreation Domain - Between $150-200 Million - 3Y | 1.00 | $14,899.17 | $14,899.17 |
| OPGV-HAHB-B150200M-RR-3Y | Stormwater Domain - Between $150-200 Million - 3Y | 1.00 | $14,899.17 | $14,899.17 |
| OPGV-HAHC-B150200M-RR-3Y | Transportation Domain - Between $150-200 Million - 3Y | 1.00 | $16,090.89 | $16,090.89 |
| OPGV-HAFZ-B150200M-RR-3Y | Wastewater Collection - Between $150-200 Million - 3Y | 1.00 | $14,899.17 | $14,899.17 |
| OPGV-HAHF-B150200M-RR-3Y | Water Distribution Domain - Between $150-200 Million - 3Y | 1.00 | $16,090.89 | $16,090.89 |
| | | | **Term 4 TOTAL:** | $100,582.41 |

Term 5 11/1/2030 - 10/31/2031

| PART # | DESCRIPTION | QTY | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| OPGV-HANW-B150200M-RR-3Y | Asset Management Base Bundle - Between $150-200 Million - 3Y | 1.00 | $24,888.28 | $24,888.28 |
| OPGV-HAFY-B150200M-RR-3Y | Parks & Recreation Domain - Between $150-200 Million - 3Y | 1.00 | $15,644.13 | $15,644.13 |
| OPGV-HAHB-B150200M-RR-3Y | Stormwater Domain - Between $150-200 Million - 3Y | 1.00 | $15,644.13 | $15,644.13 |
| OPGV-HAHC-B150200M-RR-3Y | Transportation Domain - Between $150-200 Million - 3Y | 1.00 | $16,895.43 | $16,895.43 |
| OPGV-HAFZ-B150200M-RR-3Y | Wastewater Collection - Between $150-200 Million - 3Y | 1.00 | $15,644.13 | $15,644.13 |
| OPGV-HAHF-B150200M-RR-3Y | Water Distribution Domain - Between $150-200 Million - 3Y | 1.00 | $16,895.43 | $16,895.43 |
| | | | **Term 5 TOTAL:** | $105,611.53 |

**Grand Total:** $562,824.77

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the OpenGov End User License Agreement, Texas DIR Contract DIR-CPO-5327 set forth at https://opengov.com/terms-of-service/end-user-license-agreement-texasdir/. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

**In the event of any conflict or inconsistency between this quote and the terms of Vertosoft's Texas DIR Contract No. DIR-CPO-5327, the terms of the DIR Contract shall control.**

# Statement of Work

City of The Colony, TX

Creation Date: 10/5/2026
SoW Expiration Date: 1/4/2027
Document Number: PS-13207.1
Created by: Josh Volpert

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# OpenGov Statement of Work

## 1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to the City of The Colony, TX ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

## 2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management (EAM)

## 3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

## 4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments

will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

**5. Project Delivery**

OpenGov will perform services under this SOW remotely and provide up to [1] onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed $2,800. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

**6. Estimated Schedule**

The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

**7. Acceptance Procedure**

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov

may reallocate resources without penalty and will not be responsible for resulting delays.

**8. Modifications**

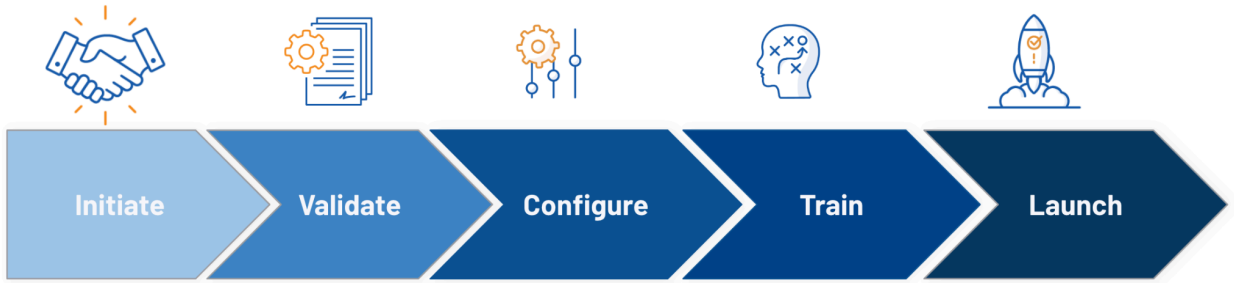
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

**9. Communication and Escalation Procedure**

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

# Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview




Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup, conducts project kick-off, and engages all relevant stakeholders.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations, create the project plan, and create the project charter.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

## Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Transportation
- Parks and Rec
- Stormwater
- Water Distribution
- Wastewater Collection / Sanitary Sewer

### OpenGov Enterprise Asset Management

## Initiate

OpenGov will:

- Setup a hosted sandbox and a hosted production OpenGov Asset Management environment, if one does not already exist
- Conduct one (1) remote session to review customer assets (see asset section below), source data, GIS capabilities, Esri authentication, and single sign on identity provider (if applicable).
- Conduct initial project setup and create templates.
- Conduct project kick-off session.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.
- Customer sign-off on project setup and templates.
- Customer sign-off all relevant stakeholders engaged.

# Validate

OpenGov will:

- Provide a remote, up to twenty (20) hours validation workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.
- Provide a template file to be utilized by Customer staff to populate resources, libraries, and users/roles data that OpenGov will import into OpenGov Enterprise Asset Management.
- Provide up to two (2) remote sessions for Customer technical GIS staff to configure Esri Feature Services for the bidirectional GIS integration and authentication.
- Prepare project plan and project charter.

Completion Criteria:

- Completion of validation workshop.
- Customer sign-off on project plan.
- Customer sign-off on project charter.

# Configure

## Configurations

OpenGov will:

- Provide configuration services, including:
    - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
    - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks

- Up to twenty (20) automations
- Up to twenty (20) preventative maintenance plans

- Provide up to eight (8) sessions of configuration review to ensure configurations resulting from the validation workshop effectively support all workflows and processes discussed, and to reinforce such configurations with customer stakeholders to adequately prepare to train-the-trainer training.

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

## Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
  - Parent level asset records
  - Asset location (spatial x/y) attributes
  - Parent level resource (Labor, Equipment Material, Vendor) records
  - Resource Rate (Labor, Equipment, Material) records
  - Standard system libraries

- Provide service for Customer historical data listed below:
  - Citiworks data related to: assets, work history, total cost history, attachments, up to 250k records, and up to thirty six (36) asset types.
  - For the custom data conversion service(s) listed above, OpenGov will provide:
    - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
    - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
    - A test conversion service to facilitate data conversion validation and testing
    - One revision of the field map used for the test conversion service
    - A production conversion service utilizing the final, approved field map
  - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
  - Exclusions:
    - Child records and associated child-level attributes, condition inspection history, request history, and resources.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

### Assets

OpenGov will:

- Provide installation and training on the following asset types:
    - Transportation (8)
        - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
    - Parks and Recreation (10)
        - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
    - Stormwater (9)
        - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
    - Water Distribution (9)
        - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Valve; Water Storage Tank
    - Wastewater Collection / Sanitary Sewer (7)
        - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

# Train

### Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Standard KPI/ROI Gadgets
    - Logins/Permission
    - Layers
    - Filters
    - Maps
    - Grids
    - System Navigation
    - Views (List & Detail)
    - Standard Reports
    - Attachments

- Requests, Work, Assets, Resources, Reports, and Administrator Tabs

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

## Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
  - Request Management:
    - Requests
    - Requesters
    - Task Creation from Requests
    - Issue library (including settings such as Applies to Asset and Non-Location)
    - OpenGov recommended best practices for Request and Requester Management
  - Work Management:
    - Create Task(s)(Asset/Non-Asset)
    - Assignments (Add, Edit, Remove)
    - Task Menu Actions
    - Related Work Items
    - Create Work Order
    - Associate Task to Work Order
    - Repeat Work Orders
    - Work Order Menu Actions
    - Enter Resources
    - Timesheets
    - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
    - OpenGov recommended best practices for Work Management
  - Asset Management:
    - Asset Details
    - Preventative Maintenance Plans
    - Inspections
    - Linked assets (if applicable)
    - Container/Component Relationships (if applicable)
    - OpenGov recommended best practices for Asset Management
  - Resource Management:
    - Resource Details
    - Labor/Equipment Rates
    - Material Management (Stock, Usage, Adjustments)

        - Vendor Price Quotes
        - OpenGov recommended best practices for Resource Management
    - OpenGov Mobile:
        - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
        - Work Management
            - Create and Update Tasks (Asset/Non-Asset)
            - Assign Tasks
            - Enter Resources
            - Inspections
        - Asset Management
            - Create and Update Assets
        - Request Management
            - View and Update Requests
            - View Requester information
            - Create Task from Request
        - OpenGov recommended best practices for mobile device use
    - Administrator:
        - Administrator:
            - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
        - Settings:
            - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
        - Manager:
            - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

## Core Training:

- Provide remote train-the-trainer training, up to two (2) sessions on OpenGov Asset Builder. Training topics include:
    - OpenGov Asset Management Administrator
        - Structure Manager
        - Library Manager
        - Layout Manager
        - User/Role Configurations
    - OpenGov recommended best practices for expanding the system's use and/or building assets
- Provide Preventative Maintenance Plans remote train-the-trainer training, up to two (2) sessions. Training topics include:
    - Preventative Maintenance
    - OpenGov recommended best practices for proactive asset management

- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to three (3) sessions. Training topics include:
    - Performance Management
        - Prediction Groups
        - Minimum Condition Groups
        - Activities and Impacts
        - Criticality Factor
        - Install/Replaced Dates
    - Business Risk Exposure
        - Risk
        - Consequence of Failure
        - Probability of Failure
    - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management

Completion Criteria

- Core Training and train-the-trainer has been conducted.

# Launch

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

**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 VERTOSOFT, LLC FOR THE PURCHASE OF ASSET MANAGEMENT SOFTWARE; 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 Vertosoft, LLC in the amount of $169,606.84 for the purchase of asset management software.

**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 20th DAY OF OCTOBER 2026.**

_____
Richard Boyer, Mayor
City of The Colony, Texas

**ATTEST:**

_____
Ana Alvarado, Deputy City Secretary

**APPROVED AS TO FORM:**

_____
Jeffrey L. Moore, City Attorney

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 2026
Submitted By: Ana Alvarado
Submitting Department: Parks & Recreation
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 award a contract to Kraftsman, LLC. for the construction of a new Splash Pad at the Aquatic Park in the amount not to exceed $1,947,322.74, utilizing BuyBoard Contract #781-25. (Lehmann)

**Background:**
Award a contract to Kraftsman, LLC. for the construction of a new Splash Pad at the Aquatic Park in the amount not to exceed $1,947,322.74, utilizing BuyBoard Contract #781-25.

**Attachments:**
CITY_MEMO_KRAFSTMAN_SPLASH_PAD_CONSTRUCTION.pdf
The Colony Playnuk Slide Kraftsman Quote Q90213 9-23-26.pdf
KPS-36167.pdf
Res. 2026-xxx Construction Services Contract - Kraftsman- Splash Pad.doc

**AGENDA ITEM**

| | |
|---|---|
| **TO:** | Mayor and City Council, City Manager & CDC |
| **DATE SUBMITTED:** | 10/08/2026 |
| **MEETING DATE:** | 10/20/2026 |
| **SUMMARY OF REQUEST:** | Consider approving a resolution authorizing the City Manager to execute BuyBoard Contract #781-25 with Krafstman, LLC. for the construction of a new Splash Pad at the Aquatic Park in the amount not to exceed $1,947,322.74. |

**Background:**

At the September CDC meeting we discussed and approved the design contract with Krafstman. They have submitted the attached quote for replacement of the existing Aquatic Park Splash Pad equipment and related improvements at 5580 N. Colony Boulevard. The proposal provides for demolition and replacement of the existing splash deck and equipment, new spray features and water slide, upgraded recirculation equipment, and associated shade, seating, concrete and utility work.

The existing Splash Pad is over 20 years old and in need of constant repair. The new equipment will modernize the site and create a signature play area for the facility. This project was indicated as a priority project to be used with bond funds.

**Scope of Work:**

- Site demolition and preparation: Remove existing aquatic play structure, umbrella shade, mechanical equipment and associated concrete, portions of the mechanical roofing, and approximately 4,700 square feet of existing concrete surfacing, including accessible route and railing. Prepare site and construct new access improvements.

- Splash pad and play features: Install a Playnuk No. 6 aquatic play structure, additional ground spray features (21 spray features noted in the quote), approximately 5,564 square feet of splash deck, slip-resistant KraftKoat surface treatment and splash drains. The quote states a maximum flow rate of 340 GPM and guest capacity of 223.

- Shade and amenities: Install a 20-foot Hypar umbrella shade, four 16-by-24-foot steel shelters, four 6-foot tables, and four 8-foot ADA tables, with associated foundations.

- Mechanical and utilities: Provide listed water and drain lines, a 600 GPM recirculating splash pad operating system, mechanical concrete pad, and reconstruction of the roof over the mechanical area.

- Slide complex: Install the Dunn's River Falls open-flume body slide with tower stairs and landing pool, pump, concrete pads, and structural foundations.

**Schedule:**

Kraftsman indicated approximately 4–8 weeks for the splash pad plans and submittals, approximately 10–14 weeks for equipment shipment after submittal approval, and approximately 10–16 weeks for construction after delivery and permit approval, weather permitting. This would put us around our May completion target to open back up for the summer.

**Budget:**

We had budgeted $678,575.00 for the Aquatic Park Renovation line & had 1.5 million in bond funds set aside for the Splash Pad Project which totals $2,178,575.00. We approved the cost of design at the September CDC Meeting, which was $89,700.00, leaving us with $2,088,875.00 for construction. This construction contract from Krafstman is for $1,947,322.74.

# Kraftsman

**COMMERCIAL PLAYGROUNDS & WATER PARKS**
**19535 Haude Road**
**Spring, TX 77388**
**Phone: (281) 353-9599**
**jeffg@kraftsmanplay.com**


**QUOTE #Q90213**
**Date: 09/23/2026**
**Project: 36167**
**Created By: Jeff Goodman**
**Quote Name: Option 3**

## BILL TO

**The Colony, City of**
Calvin Lehmann
The Colony Playnuk & Slide
6800 Main St
The Colony, TX 75056
972-624

## SHIP TO

**The Colony, City of**
Calvin Lehmann
The Colony Playnuk & Slide
5580 N Colony Blvd
The Colony, TX 75056
972-624

**Terms:**
Percentage Completed Draws Monthly

| QTY | Code | Description | Size | Color |
|---|---|---|---|---|
| | | Drawing KPS-34361-3, Dated 9-9-26 | | |
| | DISCBB | Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #781-25 | | |
| | | **Site Work** | | |
| 1 | SITEPREP | Preparation of Site by Chemical injection to obtain a maximum 1" PVR. by Kraftsman | | |
| 1 | REMOVE | Removal, haul off, and proper disposal of existing equipment. By: Kraftsman<br><br>- (1) Aquatic Play Structure<br>- (1) 2 post Umbrella Shade<br>- Mechanical equip and associated concrete<br>- existing roofing over mechanical to enable access | | |
| 4700 | REMOVE CONC | Removal of existing concrete sidewalk or patio surfacing, clean up of materials, and disposal in proper land fill (applies to maximum 4" thickness, with site access by Bobcat loader) By: Kraftsman<br>- existing Splash Deck<br>- Existing Pad<br>- Existing accesible route and railing. | sq ft | |
| 781 | CONC5RB | Concrete 5' Sidewalks 5" thick concrete pad with, rebar reinforced, broom finish, | | |
| 1 | FENCE-CUST | Custom walkway railing to splash area by Kraftsman | | |
| | | **Playfeature(s)** | | |
| 1 | VOR-PN06S | Playnuk NO6 Aquatic Play Structure for SplashPads | 230 gpm | |
| 1 | VOR-7275 | Vectory Dynamik No 1 | 1-2 gpm | |
| 1 | VOR-7277 | Vectory Tactik | 1-2 gpm | |
| 1 | VOR-7278 | Vectory Reflex | 6-8 gpm | |
| 2 | VOR-0309 | Water Tunnel N2 ground spray | 8-16 gpm | |
| 5 | VOR-0325 | Jet Stream N2 ground spray | 3-5 gpm | |
| 2 | VOR-7674 | Spidey Spray N2 ground spray | 7-10 gpm | |
| 2 | VOR-0322 | Water Bloom N1 ground spray | 7-11 gpm | |
| 4 | VOR-7513 | Fountain Spray N1 ground spray | 3-7 gpm | |
| | | Maximum Flow Rate 340GPM<br>Guest Capacity 223<br>Total Spray Features 21/Planuk #6 | | |
| | | **Splash Deck and Drains** | | |
| 5564 | SPLASHDECK | Spray Play Pad, By: Kraftsman<br>- 5" thick concrete pad<br>- Slope to drains<br>- Integrated into feature foundations where required<br>- Rebar reinforcement, #4 @ 12" O.C.<br>- Light broom finished to help prevent the possibility of slippage (no coloring or top coat unless listed on separate line-item) | SF | |

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| | | | | |
|---|---|---|---|---|
| 4476 | KRAFTKOAT W/ DESIGN | KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on Sherwin Williams color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout). | sf | choose up to 4 |
| 2 | VOR-1004 | Playsafe Drain N4 | | |
| | | **Shade** | | |
| 1 | HYU202010SG | 20' Hypar Umbrella, 10' eave height with Glide Elbows, one STAINLESS 10.5' column mounted on base plates 6" below surfacing, by Superior Shade | 20' | |
| 1 | FOUND-CUST | Custom Concrete Foundation. Concrete piers, for pavilion & canopy columns, with anchor bolts set if required, By: Kraftsman. 36" x108" | 36"x108" | |
| | | **Site Amenities** | | |
| 4 | KSHELTERHIP | Custom Hip End All Steel Shelter, 16 x 24 with 24 gauge exposed fastener metal panel roof, 4:12 roof pitch, 8’ eave height, 4 powder coated tube steel columns mounted on base plates below surface. Includes anchor bolts/templates. | White Frame | Blue Roof |
| 16 | PIERS36X60 | Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman | 36”x60” | |
| 4 | T6PERF | Perforated 6 ft Table, Portable | 6’ | Blue/Black |
| 4 | T8PERFHDCP | Perforated 8 ft ADA Table, Portable | 8’ | Blue/Black |
| | | **Mechanical** | | |
| 300 | WLINE2 | 2" Water Line, installed, By: Kraftsman | | |
| 200 | DRAINLINE8 | Drain Line for SplashParks and other Park areas, 8”. By: Kraftsman | 8” | |
| 1 | RS-10-600 | Recirculated Splash Pad Operating System featuring Kontroller, 10-Valve Manifold, Holding Tank, Filter, Pump, Chemical Controller, and all other necessary equipment for a 600 GPM Splash Pad, by AquaKraft | | |
| 400 | CONC5RB | Concrete Pad for mechanical area, 5” thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft. | | |
| 1 | KUST-ENCLOSURE | Kustom Filtration Enclosure - rebuild roof structure over mechanical area to replicate existing. | | |
| | | **Slide Complex** | | |
| 1 | OFBS-1101-7404 | Dunn's River Falls<br>11'-1" [3.38m] Open Flume PrecisionRide™ Body Slide, 74'-4" [22.66m] Long, Traditional Tower Stairs, Landing Pool | | |
| 5150 | CONC5RB | Concrete Pad including four shelter pads, 5” thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft. | 5150 | |
| 1 | JDY JCP10-3AT-S | Jandy JCP 10HP Pump, 208-230V/460VTEFC 3 Ph with Strainer | | |
| 5 | PIERS36X120 | Concrete piers for slide columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman | (5) 36” x120” | |
| | | **Project Administration** | | |
| 1 | PERMIT 2 | Obtain Necessary Building Permit for SplashPark and General Park Construction. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN. | | |
| 1 | BOND1 | Performance & Payment Surety Bond, and processing of the bond documentation. | | |

**Total: $1,947,322.74**

*Initials* _____

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# Special Terms and Conditions

**Site Work:**

· Site preparation, grading, and fill materials are included.
· SplashPark systems are designed based on a PVR of 1" or less.
· Proper/Positive drainage of the area is to be included prior to start of construction by Kraftsman.
· Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

**Installation of Filtered:**

A. Installation for splashpark equipment quoted includes:
1. Installation of SplashPark feature foundations.
2. Setting/erection/installation of features, enclosures, drains, manifolds, controllers, filtration, and tanks as listed on this proposal
3. Schedule 80 PVC water supply piping to features from existing supply line(s).
4. Low voltage connections between activators and controller.
5. Drain lines from drain boxes to existing drain lines (drain lines/piping supplied by others within 5' of splash pad unless separately listed in line-items of proposal)
6. All above per standard Kraftsman construction techniques.

B. Installation price does not include SplashDeck (concrete pad) or KraftKoat or other surfacing/coatings (unless separately listed in line-items of proposal)

**Start Up & System Training:**

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

**Project Completion Filtration:**

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 10 to 14 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:
Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

**Lead Times Filtered SP:**

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Vortex - the lead time for embed portion to ship is 3-4 weeks and 5-8 weeks for the rest of the features. Elevations are 16 -29 weeks depending on the size of the structure.

**Installation of Shelter:**

Installation of shelters if quoted includes:
A. Receiving and unloading of equipment
B. If piers are listed separately in line items of proposal
1. Haul off of soil and concrete spoils from project site
2. Or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility.
3. Rebar reinforcement for piers
4. Concrete for piers
5. Anchor bolts for connection of frame to piers if required
C. Assembly of all frame work
D. Installation of roofing materials
E. Hardware necessary (i.e. anchor bolts, nails, screws as required)
E. All labor, tools, man lifts, ladders, cranes, and other equipment as necessary for installation.

**Pier Sizes Quoted:**

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

**Care, Maintenance, and Warranties:**

Shelters are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. Shelters are engineered for 90 mph wind load and 20psf snow load. Any additional wind load or building code requirements must be engineered and quoted.

**Project Completion:**

Allow 8 to 10 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:
· Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

**Lead Times Shelters:**

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Shelters - the lead time for engineering/drafting is 5-7 weeks, lead time for fabrication is 10-14 weeks upon drawing approval.

**Pier Sizes Quoted:**

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

**Care, Maintenance, and Warranties of Canopies:**

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

**Acts of Nature:**

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

**Lead Times Canopies:**

Lead Times are after approval of all Initial submittals/colors (see Project Completion Note for additional information on submittal times), and begin once the order is placed with the manufacturer.

Shade Canopies - lead time to ship is 5-6 weeks for standard shade canopies, 5-7 weeks for custom shade canopies, 8 -12 weeks for highly custom shade canopies,

**Utilities Filtered 401-800 GPM:**

For filtration systems with a flow rate of 401-800 GPM
A. Customer is to plan, permit, and provide installation and connection of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark unless separately listed in line items of quote or specifically called out below by Kraftsman):

1. Electrical
   a. Service is to be 230V, 3 Phase, 120 amp, for pumps and control systems,
   b. Service panel
   c. Connection of electrical service to
      - Filtration pump motor starters
      - UV system
   d. (2) 120V 20amp GFCI outlet plug in outdoor rated enclosures for:
      - Splash Park Controller (SPK).
      - Chemical controller and pumps
   e. Additional items if required or desired by customer
      - Utility plugs
      - Lighting
      - Ventilation fans
   f. Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
   g. Kraftsman will complete all low voltage connections between splash park control systems and valve manifolds.
2. Water
   a. City water meter
   b. RPZ Backflow preventer
   c. Water line connection to equipment area.
   d. Minimum water line size to be provided is to be
      - 1.5” water line is to be provided
      - 75 GPM, with a minimum of 35 PSI
   e. Kraftsman will supply automated water fill control system.
3. Drain
   a. Proper drain line to within 5’ of edge of filtration equipment area
   b. For backwash discharge from filters and overflow from holding tank.
   c. Minimum flow capacity of 536 GPM.

B. Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

**Kraftsman**
**COMMERCIAL PLAYGROUNDS & WATER PARKS**
**19535 Haude Road**
**Spring, TX 77388**
**Phone: (281) 353-9599**
**jeffg@kraftsmanplay.com**

**QUOTE #Q90213**
**Date: 09/23/2026**
**Project: 36167**
**Created By: Jeff Goodman**
**Quote Name: Option 3**

**Scope Exclusions for Aquatic Renovation or Evaluations**

The following services and responsibilities are excluded from Kraftsman's scope of work for this renovation project unless otherwise specified in writing:

Operational & Maintenance Exclusions

-Daily chemical monitoring and water quality management.
-Daily maintenance and cleaning of the aquatic facility or equipment.
-Manual water testing, logging, and chemical adjustments.
-Startup and calibration of existing chemical controllers unless part of quoted scope.
-Maintenance or repair of existing infrastructure or components not included in the renovation.
-Ongoing leak detection and remediation after turnover unless tied directly to installed work.

Inspection & Compliance Exclusions

-Coordination with local/state health department inspections unless explicitly noted.
-Submission of required documentation for operating permits (health department, TDLR, etc.).
-Responsibility for ensuring the facility meets local, state, or federal code post-renovation unless tied to specific renovation elements addressed in scope.
-Safety certification of non-renovated equipment or features.

Other General Exclusions

-Staffing or lifeguarding.
-Seasonal opening/closing of the facility unless part of a separate service agreement.
-Vandalism, storm-related damage, or third-party interference post-installation.
-Adjustments to features or systems due to unforeseen subsurface conditions unless covered under a change order.

Client Responsibility

It is the responsibility of the owner/operator to ensure ongoing operation, maintenance, chemical management, inspections, and compliance with all applicable codes following project completion unless otherwise arranged through a separate service agreement.

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# General Terms and Conditions

**1. Scope of Work and Changes**

**A. Scope of Work:** Kraftsman's obligations are limited to the products, equipment, and services expressly described in the accompanying proposal or quote. Items not specifically identified are excluded from the scope and remain the responsibility of the Customer unless added by written change order. If set forth and applicable, the proposal and quote contain all established BuyBoard program discounts per the BuyBoard contract noted in the quote/proposal.

**B. Exclusions:** Unless expressly listed as line items in the proposal, Kraftsman is not responsible for obtaining building permits, securing engineer-stamped plans, preparing or submitting materials for ADA compliance reviews or inspections, making modifications to existing equipment or structures beyond the defined scope of work, or relocating utilities. These items remain the responsibility of the Customer.

**C. Alterations and Extra Work:** Any alteration, deviation, or additional work outside the stated scope, that is requested or required, must be authorized in a written change order signed by both Customer and Kraftsman. No such work will be performed until the parties agree in writing to the associated adjustments in contract price, schedule, and, if applicable, other contract terms.

**D. Concealed Conditions:** If Kraftsman encounters concealed, unforeseen, or differing site conditions that materially affect cost, time, or means of performance, Kraftsman shall promptly notify Customer. Work affected by such conditions will be suspended until the parties execute a written change order providing for an equitable adjustment to the contract price, schedule, and, if necessary, other contract terms. Customer shall cooperate in good faith to approve such adjustments.

**2. Payment Terms**

**A. Price and Payment Schedule:** Payment shall be made in accordance with the schedule stated in the quote or proposal. Any scope of work that includes installation shall provide for monthly progress billing. All work completed and materials delivered or completed will be billed in the month completed. Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days of issuance. Kraftsman may suspend work or withhold further deliveries if payment is not received when due. Final payment shall be due upon substantial completion of the work and delivery of equipment, regardless of minor punch-list items.

**B. Taxes and Exempt Sales:** All prices quoted or invoiced are exclusive of sales, use, excise, or similar taxes. The Customer is responsible for paying any taxes that apply to the sale, purchase, or use of the products or services. If Kraftsman is required to collect and remit such taxes, the amount will be added to the invoice and must be paid by the Customer. If the Customer claims an exemption from sales tax, the Customer must provide Kraftsman with a valid and properly completed resale or exemption certificate before the sale. If the Customer fails to provide the required documentation, Kraftsman will charge and collect the applicable taxes. The Customer agrees to reimburse and hold Kraftsman harmless for any taxes, penalties, or interest assessed due to the Customer's failure to provide accurate exemption documentation or to comply with applicable tax laws.

**C. Late Payment:** Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. In addition, Kraftsman may suspend performance or withhold further deliveries until all past-due amounts, including accrued interest, are paid.

**D. Credit Card Payments:** Payments made by credit card are subject to a processing fee equal to the rate charged to Kraftsman by its merchant processor at the time of payment. Current rates are approximately 4% for Visa/MasterCard and 6% for American Express. Customers are encouraged to use ACH or check payments to avoid these fees.

**E. Retention of Title:** Title to all equipment shall remain with Kraftsman until payment in full has been received. If Customer fails to make payment when due, Kraftsman may, in addition to other remedies available at law or in equity, repossess the equipment and apply any payments received against costs, expenses, and losses incurred. Customer shall provide Kraftsman with reasonable access to recover such equipment. Nothing herein shall limit Kraftsman's right to pursue full recovery of the contract balance and associated costs.

**F. Attorney Fees:** If Kraftsman is required to pursue collection of past-due amounts or enforce any payment obligations under this Agreement, Customer shall be liable for all reasonable attorney fees, court costs, and collection expenses incurred by Kraftsman. These obligations are in addition to, and not in lieu of, interest or other remedies available under this Agreement or applicable law.

**3. Delivery, Storage, and Installation**

**A. Shipping Terms:** Unless otherwise stated in the proposal, all sales of products or equipment without installation are made **F.O.B. Kraftsman's shipping point**. Title and risk of loss pass to the Customer when the products are delivered to the carrier. Customer is responsible for freight, insurance during transit, and any unloading arrangements at the destination.

**B. Delivery and Unloading (with Installation):** If Kraftsman is responsible for installation, Kraftsman will perform unloading at the site and arrange any temporary storage required prior to installation. Unless otherwise agreed in writing, storage will occur at Kraftsman's facility until equipment is needed on site. Customer shall make the site available and suitable for unloading, staging, and installation in accordance with the project schedule, including adequate space, clear and safe access, ground conditions, and utilities. Customer's failure to provide a ready site is not a Kraftsman delay and entitles Kraftsman to an equitable adjustment in contract price and schedule, plus storage fees under the Storage Fees provision below. Risk of loss or damage to equipment passes to Customer upon substantial completion of installation, except that Customer bears risk of loss for (i) damage caused by Customer, its agents, or inadequate site conditions, (ii) equipment held in storage under the Storage Fees provision, and (iii) sales without installation, which are governed by the Shipping Terms above.

**C. Inspection and Acceptance:** Customer must inspect all deliveries promptly upon arrival. Any claim for shortages, defects, or damage must be reported to Kraftsman in writing within **five (5) business days** of delivery. Failure to provide timely notice constitutes acceptance of the products as delivered. Accepted products are not returnable except as provided under Kraftsman's return policy.

**D. Storage Fees:** If Customer's site is not available or suitable for installation within four (4) weeks after product arrival at Kraftsman's warehouse, Kraftsman may, at its discretion, store the equipment and assess a storage fee equal to two percent (2%) of the product cost per month (or the actual cost of storage, whichever is greater) until installation. Risk of loss or damage to equipment during such storage shall be borne by Customer. Storage fees must be paid prior to installation.

**E. Underground Utilities:** If Kraftsman is providing installation services, Customer is solely responsible for locating, identifying, and clearly marking all underground utilities, irrigation systems, and other subsurface installations before work begins, including coordination with applicable utility locating services (such as 811). Kraftsman shall not be liable for damage to utilities or systems that are unmarked, inaccurately marked, or otherwise concealed. Any delay, repair, or additional work arising from such conditions shall be at Customer's expense and may require a change

order adjusting the contract price and schedule.

F. **Installation Conditions:** Quoted pricing is based on standard soil and subsurface conditions suitable for construction with ordinary equipment and methods. If rock, landfill, groundwater, debris, hazardous materials, or other unforeseen or abnormal conditions are encountered, Kraftsman shall promptly notify Customer. All costs, delays, or modifications required as a result of such conditions shall be addressed through a written change order providing for equitable adjustment to the contract price, schedule, and, if necessary, other terms.

**4. Compliance and Permits**

A. **Code Compliance:** For proposals requiring installation by Kraftsman, Kraftsman will construct and install the equipment in substantial accordance with those Texas codes directly applicable to the scope of work, the 2021 International Swimming Pool and Spa Code (ISPSC) as adopted by the applicable jurisdiction, and generally accepted industry standards. The parties acknowledge that unforeseen site conditions or differing code interpretations may require reasonable adjustments, with equitable modifications to schedule and contract price. Kraftsman will exercise commercially reasonable efforts to meet applicable regulatory requirements and follow generally accepted industry practices.

B. **Permits and Approvals:** Unless expressly included as a quoted line item, Customer is solely responsible for obtaining and paying for all permits, licenses, inspections, engineered stamp drawings, ADA compliance and inspection and governmental approvals necessary for the project. Kraftsman's quoted pricing excludes such items. Delays or costs arising from Customer's failure to obtain required permits or approvals shall entitle Kraftsman to an equitable adjustment in contract price and schedule. Kraftsman shall not be liable for penalties, fines, or enforcement actions resulting from Customer's failure to secure required permits.

**5. Insurance and Bonding**

A. **Standard Insurance:** Kraftsman carries insurance with the following minimum limits: (i) $1,000,000 per occurrence for General Liability, including Completed Operations; (ii) $1,000,000 per occurrence for Automobile Liability; and (iii) statutory limits for Workers' Compensation. Upon request, Kraftsman will provide a certificate of insurance as evidence of such coverage.

B. **Additional Insurance:** Kraftsman maintains standard insurance coverage as described in these terms. If Customer requires modifications to such coverage—including but not limited to being added as an additional insured, waivers of subrogation, increased coverage limits, or other endorsements—any additional premiums, administrative fees, broker charges, or related costs shall be the sole responsibility of Customer. Kraftsman shall have no obligation to obtain or provide such modifications unless and until Customer agrees in writing to the associated costs and any reasonable schedule adjustments needed to secure the requested coverage.

C. **Bonding:** Performance, payment, and maintenance bonds are not included in the contract price unless expressly listed in the proposal. If Customer requires such bonds, Kraftsman will provide them only upon (i) written agreement, (ii) advance payment by Customer of all related premiums, administrative fees, broker charges, and other costs, and (iii) approval by Kraftsman's surety. Kraftsman shall not be required to commence or continue work until such conditions are met. Kraftsman will also be entitled to an equitable extension of time to obtain the bonds and adjust its schedule accordingly.

**6. Warranties and Limitations**

A. **Customer Duty for Proper Use:** If Kraftsman does not provide installation, the Customer is responsible for making sure the products or equipment purchased are right for their intended use. The Customer is also responsible for making sure the products meet all laws, rules, and building or safety codes that apply to the project. Kraftsman does not guarantee that the products will work for a specific purpose or meet local code requirements when Kraftsman is not handling installation. The Customer is fully responsible for choosing, installing, and using the products in their project.

B. **Limited Warranty:** Kraftsman warrants that its merchandise and workmanship will conform in all material respects to the applicable manufacturer's published specifications for a period of one (1) year from the date of substantial completion or delivery, whichever occurs first. This warranty is conditioned upon full and timely payment by Customer. Kraftsman's obligation, and Customer's exclusive remedy, is limited to repair or replacement of nonconforming items, at Kraftsman's option.

C. **Exclusions:** This warranty does not cover: (i) normal wear and tear; (ii) misuse, abuse, neglect, or improper maintenance; (iii) unauthorized repairs or modifications; (iv) damage caused by accident, weather, fire, flood, earth movement or other acts of God; (v) use of chemicals, water quality issues, or environmental conditions beyond Kraftsman's control; or (vi) equipment or components manufactured by third parties, which are subject only to the applicable manufacturer's warranty. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, KRAFTSMAN DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

D. **Limitation of Liability:** To the fullest extent permitted by law, Kraftsman's total liability arising out of or relating to this Agreement shall not exceed the contract price actually paid for the specific equipment or services giving rise to the claim. In no event shall Kraftsman be liable for consequential, incidental, special, punitive, or indirect damages, including lost profits, loss of use, or business interruption, even if advised of the possibility of such damages. Nothing in this section limits Kraftsman's liability for gross negligence, willful misconduct, or personal injury where such limitations are prohibited by law.

**7. Risk Allocation and Force Majeure**

A. **Force Majeure:** Neither party shall be liable for delay or failure to perform, except for payment obligations, to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, fire, flood, pandemic, epidemic, war, terrorism, labor disputes, government orders, transportation or supply chain disruptions, or shortages of materials or equipment. Deadlines for performance shall be extended for the period of delay caused by the force majeure event. The affected party shall provide notice to the other party within a reasonable time after becoming aware of the event. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the contract upon written notice, with Kraftsman entitled to payment for all work performed and costs incurred to the date of termination.

B. **Loss or Damage Prior to Installation:** Risk of loss or damage to equipment is allocated as provided in the Delivery, Storage, and Installation section above. While equipment is in Kraftsman's possession at its warehouse prior to delivery, Kraftsman remains responsible for loss or damage, and its obligation in the event of such loss or damage is limited to repair or replacement.

**8. Returns and Cancellations**

A. **Returns:** No returns will be accepted without Kraftsman's prior written authorization. Only standard, non-custom products are eligible for return. Authorized returns are subject to a restocking fee of twenty-five percent (25%) of the product price plus all related freight, handling, and

administrative charges. Returned items must be unused, in original condition, and shipped prepaid by Customer.

**B. Proposal Validity:** Quotes and proposals are valid for thirty (30) days from the date issued unless extended in writing by Kraftsman. After expiration, Kraftsman reserves the right to adjust pricing, terms, or availability.

**C. Cancellation by Customer:** If Customer cancels an order or contract after acceptance, Customer shall pay Kraftsman for all costs, expenses, and commitments incurred to date, plus a reasonable allowance for overhead and anticipated profit. Orders for custom, special-order, or fabricated items are non-cancellable once accepted. Payment for cancellation charges shall be due immediately upon invoicing.

**9. Governing Law and Disputes**

**A. Governing Law:** This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

**B. Venue:** Except as provided below, the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the jurisdiction of such courts. If a dispute directly involves rights or interests in real property located outside of Harris County, Texas, then venue for that dispute shall lie in the county where the real property is located.

**10. Miscellaneous**

**A. Clerical Errors:** Kraftsman reserves the right to correct clerical, typographical, or arithmetic errors in the proposal or contract, provided that such corrections do not materially alter the scope of work or contract price without Customer's written consent.

**B. Entire Agreement:** This Agreement, together with the accompanying proposal or quote, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in a written document signed by both parties. No waiver of any provision shall be effective unless in writing and signed by the party granting the waiver.

# Kraftsman

**COMMERCIAL PLAYGROUNDS & WATER PARKS**
**19535 Haude Road**
**Spring, TX 77388**
**Phone: (281) 353-9599**
**jeffg@kraftsmanplay.com**


**QUOTE #Q90213**
**Date: 09/23/2026**
**Project: 36167**
**Created By: Jeff Goodman**
**Quote Name: Option 3**

*Respectfully Submitted*

Jeff Goodman

**Bill To:** The Colony, City of
**Ship To:** The Colony, City of
**Terms:** Percentage Completed Draws Monthly

Acceptance of Proposal

The Customer accepts the pricing, specifications, and the attached Terms and Conditions. The Customer authorizes Kraftsman to proceed with the work, provide the products, and perform the services described in the proposal. The undersigned confirms they are authorized to approve this order on behalf of the Customer and that payment will be made in accordance with the proposal.

*Authorized Signature* _____ *PO#* _____

*Printed Name & Title* _____ *Acceptance Date* _____

*Authorized Signature* _____

*Printed Name & Title* _____

***WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT***

***Thank You! We Appreciate Your Business!***

# The Colony Playnuk and Slide

The Colony, TX

# The Colony Playnuk and Slide

The Colony, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

| | |
|---|---|
| PROJECT | 36167 |
| OPTION | 1 |
| DRAWING NAME | KPS-36167 |
| SHEET | 2 OF 9 |
| VIEW | SITE RENDERING |

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# The Colony Playnuk and Slide

The Colony, TX

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|---|---|
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| DRAWING NAME | KPS-36167 |
| SHEET | 3 OF 9 |
| VIEW | SITE RENDERING |

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| OPTION | 1 |
| DRAWING NAME | KPS-36167 |
| SHEET | 4 OF 9 |
| VIEW | SITE RENDERING |

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**WATER FEATURE COLORS: MOOD 1**

Coral Green RAL 6027 | Sky Blue RAL 5012 | Pastel Blue RAL 5024 | Mint Green RAL 6019 | Yellow RAL 1023 | Orange RAL 2011

**SEEFLOW**

Ocean Blue | Orange

**ORBS**

Blue | Orange

**SHADE COLORS**

Metallic | Dove Blue

**Sign here to accept as shown:**

**Accepted by:**_____

**Date:**_____

# The Colony Playnuk and Slide

The Colony, TX

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| | |
|---|---|
| PROJECT | 36167 |
| OPTION | 1 |
| DRAWING NAME | KPS-36167 |
| SHEET | 5 OF 9 |
| VIEW | SITE RENDERING |

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# The Colony Playnuk and Slide

The Colony, TX

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| | |
|---|---|
| PROJECT | 36167 |
| OPTION | 1 |
| DRAWING NAME | KPS-36167 |
| SHEET | 6 OF 9 |
| VIEW | SITE RENDERING |

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**TABLE COLORS**

Blue

Black

**SHELTER COLORS**

Roman Blue

ANSI 61 Gray

**Sign here to accept as shown:**

**Accepted by:**_____

**Date:**_____



# The Colony Playnuk and Slide

The Colony, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

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|---|---|
| PROJECT | 36167 |
| OPTION | 1 |
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| SHEET | 7 OF 9 |
| VIEW | SITE RENDERING |

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# The Colony Playnuk and Slide

The Colony, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

| | |
|---|---|
| PROJECT | 36167 |
| OPTION | 1 |
| DRAWING NAME | KPS-36167 |
| SHEET | 8 OF 9 |
| VIEW | SITE RENDERING |

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DECK COATING COLORS

Pompeii | Jonathan | Mint | Fiery Vision

**Sign here to accept as shown:**

**Accepted by:**_____

**Date:**_____



# The Colony Playnuk and Slide

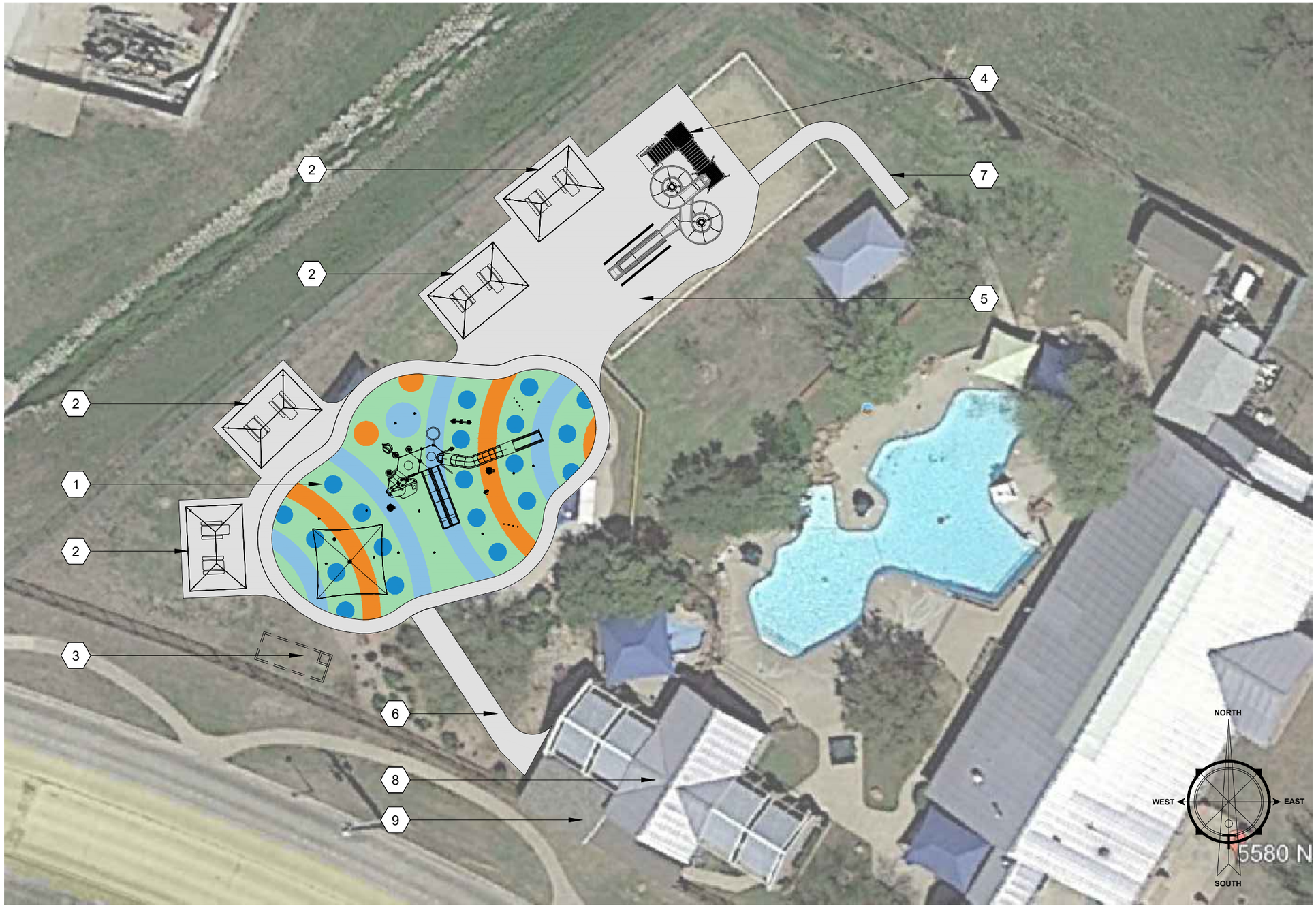
The Colony, TX

*PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

| | |
|---|---|
| PROJECT | 36167 |
| OPTION | 1 |
| DRAWING NAME | KPS-36167 |
| SHEET | 9 OF 9 |
| VIEW | SITE RENDERING |

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| LEGEND | | |
|---|---|---|
| ⬡ | DESCRIPTION | QTY |
| 1 | Proposed SplashPark | 5564 SF |
| 2 | Proposed Shaded Seating Area 1 | 4 |
| 3 | Proposed Holding Tank | 1 |
| 4 | Proposed Water Slide with Runout and Roof OFBS-1101-7404 | 1 |
| 5 | Proposed Concrete Pad | 5710 SF |
| 6 | Proposed Concrete Ramp | 500 SF |
| 7 | Proposed 5' Wide Concrete Sidewalk | 281 SF |
| 8 | Existing pavilion | - |
| 9 | Existing pump room | - |




PROJECT NAME

# The Colony Aquatics

PROJECT LOCATION

The Colony, TX

KRAFTSMAN
PLAYGROUNDS & WATER PARKS

19535 Haude Road
Spring, TX 77388
kraftsmanplay.com

info@kraftsmanplay.com
800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

CONSULTANT JEFF GOODMAN
OFFICE # 800-451-4869
CELL # 254-709-5362
EMAIL JEFFG@KRAFTSMANPLAY.COM

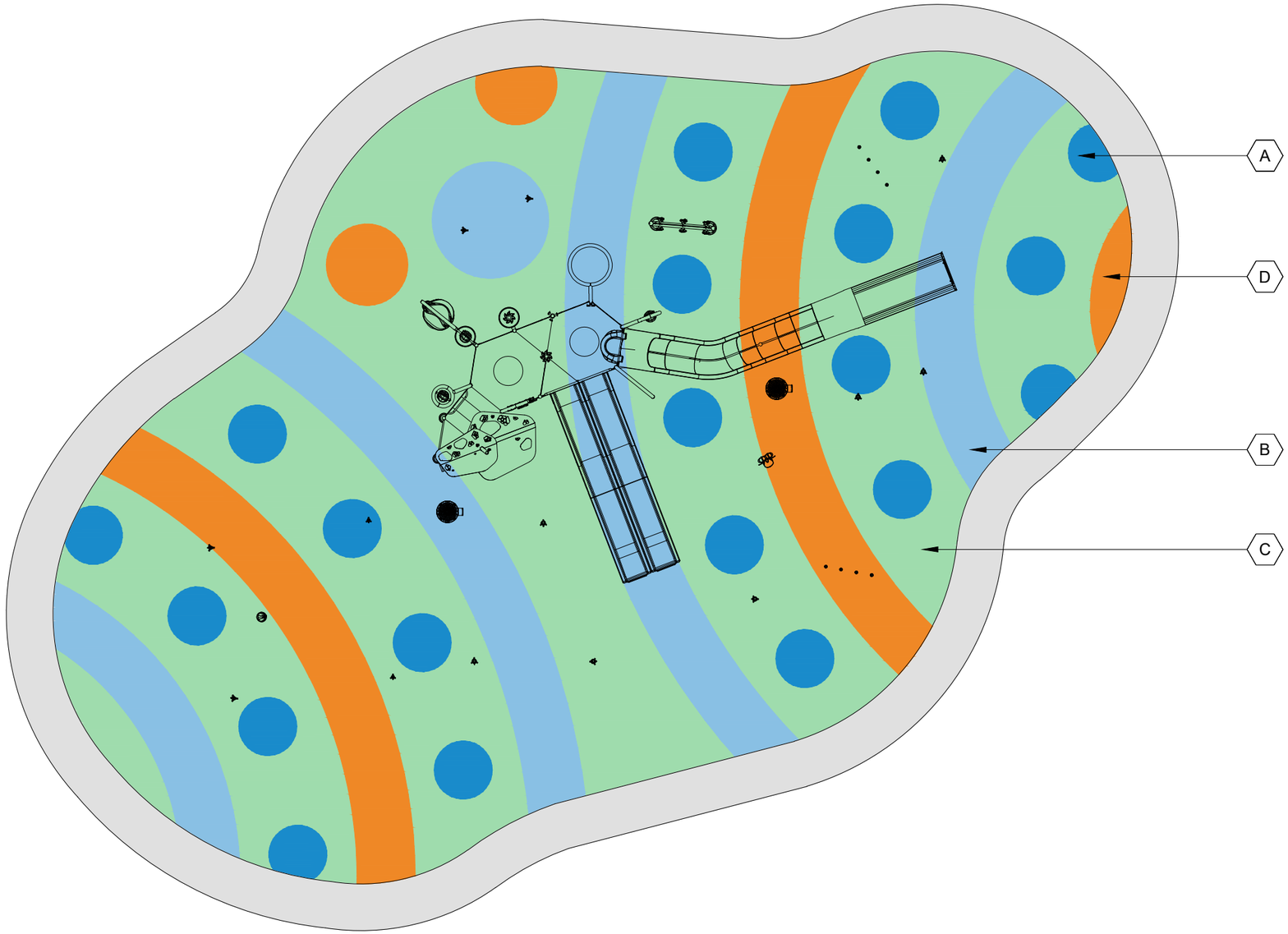
| | | | |
|---|---|---|---|
| PROJECT # | 36167 | OPTION # | 1 |
| REVISION | 00 | DWG NAME | KPS-36167 |
| DATE | 9/30/2026 | DESIGNER | MZB |
| VIEW | Site Plan | SHEET | KS.1.1 |

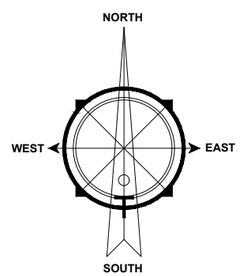
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## KRAFTKOAT COLOR KEY

| | | |
|---|---|---|
| | COLOR A<br>POMPEII<br>SW DYNAMIC BLUE | 4476 SF |
| | COLOR B<br>JONATHAN<br>SW UNDERCOOL | |
| | COLOR C<br>MINT<br>SW CLEAN GREEN | |
| | COLOR D<br>FIERY VISION<br>SW NAVEL | |
| | NO KRAFTKOAT.<br>STANDARD<br>GREY CONCRETE | 1088 SF |
| | TOTAL | 5564 SF |




PROJECT NAME

# The Colony Aquatics

PROJECT LOCATION

The Colony, TX

0 8' 16' 24'

Scale: 3/32" = 1'-0"

KRAFTSMAN
PLAYGROUNDS & WATER PARKS

19535 Haude Road
Spring, TX 77388
**kraftsmanplay.com**

info@kraftsmanplay.com
**800.451.4869**

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

| | |
|---|---|
| CONSULTANT | JEFF GOODMAN |
| OFFICE # | 800-451-4869 |
| CELL # | 254-709-5362 |
| EMAIL | JEFFG@KRAFTSMANPLAY.COM |

| | | | |
|---|---|---|---|
| PROJECT # | 36167 | OPTION # | 1 |
| REVISION | 00 | DWG NAME | KPS-36167 |
| DATE | 9/30/2026 | DESIGNER | MZB |
| VIEW | Surface Plan | SHEET | KP.2.3 |

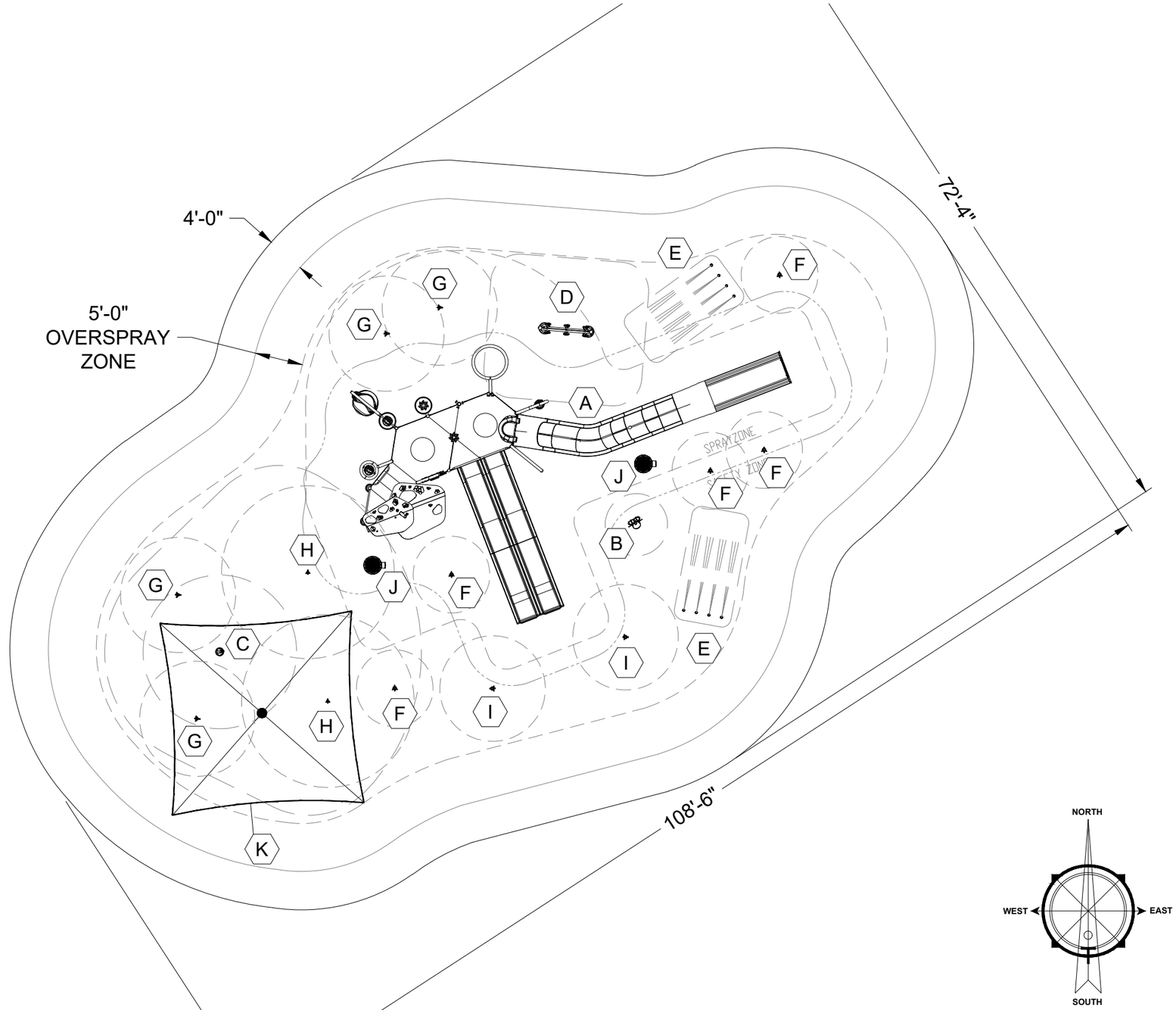
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| Spray Feature Schedule | | | | |
|---|---|---|---|---|
| | **Feature ID** | **Description** | **QTY** | **GPM** |
| A | VOR-PN06S | Playnuk NO6 Aquatic Play Structure for SplashPads | 1 | 230 |
| B | VOR 7275 | Dynamik N1 | 1 | 2 |
| C | VOR 7277 | Tactik | 1 | 2 |
| D | VOR 7278 | Reflex | 1 | 7 |
| E | VOR 0309 | Water Tunnel N°2 | 2 | 24 |
| F | VOR 0325 | Jet Stream N°2 | 5 | 20 |
| G | VOR 7513 | Fountain Spray N°1 | 4 | 20 |
| H | VOR 0322 | Water Bloom N°1 | 2 | 18 |
| I | VOR 7674 | Spidey Spray N°2 | 2 | 17 |
| J | Splash Drain | 24"x24" SplashPark Drain W/ Fiberglass Grate | 2 | 0 |
| MAXIMUM TOTAL FLOW RATE: | | | 340 | GPM |
| ESTIMATED OPERATING FLOW RATE: | | | 204 | GPM |
| TOTAL SPLASHPARK AREA: | | | 5564 | SQFT |
| ESTIMATED CAPACITY | | | 223 | USERS |
| TOTAL FEATURE QTY | | | 21 | QTY |
| | | | | |
| K | Shade Canopy | 20'x20x10' Hypar Umbrella | 1 | 0 |

**NOTES:**

1. 5'-0" OVERSPRAY BUFFER INCLUDED AT EDGE OF SPLASH DECK.
2. 4'-0" DECKING SLOPED AWAY FROM SPLASH AREA AS PER ISPSC-612.3.
3. AVERAGE FLOW RATE DURING OPERATION VARIES BASED ON SPRAY FEATURE SEQUENCING. FLOW RATE FOR TYPICAL SEQUENCING CYCLES AVERAGES 60% OF MAXIMUM TOTAL FLOW RATE.
4. CONCRETE IS NOT EXCEED A 2% SLOPE TO ALLOW FOR ADA COMPLIANCE. A MINIMUM OF 1% SLOPE TO DRAINS TO ALLOW FOR PROPER DRAINAGE.
5. ESTIMATED USERS IS BASED UPON EXISTING POOL CODE USING 25 SF PER USER. PIWF CODE DOES NOT ADDRESS THIS CALCULATION.
6. INSTALL ALL DRAIN PIPE AT 1% SLOPE OR STEEPER.







PROJECT NAME

# The Colony Aquatics

PROJECT LOCATION

The Colony, TX


**KRAFTSMAN**
PLAYGROUNDS & WATER PARKS

19535 Haude Road
Spring, TX 77388
**kraftsmanplay.com**

info@kraftsmanplay.com
**800.451.4869**


**CONTACT FOR PRICING AND PRODUCT INFORMATION**


CONSULTANT: JEFF GOODMAN
OFFICE #: 800-451-4869
CELL #: 254-709-5362
EMAIL: JEFFG@KRAFTSMANPLAY.COM


| | | | |
|---|---|---|---|
| PROJECT # | 36167 | OPTION # | 1 |
| REVISION | 00 | DWG NAME | KPS-36167 |
| DATE | 9/30/2026 | DESIGNER | MZB |
| VIEW | SplashPark Plan | SHEET | KP.3.0 |

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| Spray Feature Schedule | | | | |
|---|---|---|---|---|
| | Feature ID | Description | QTY | GPM |
| A | VOR-PN06S | Playnuk NO6 Aquatic Play Structure for SplashPads | 1 | 230 |



PROJECT NAME

# The Colony Aquatics

PROJECT LOCATION

The Colony, TX


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PLAYGROUNDS & WATER PARKS

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kraftsmanplay.com

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800.451.4869


**CONTACT FOR PRICING AND PRODUCT INFORMATION**

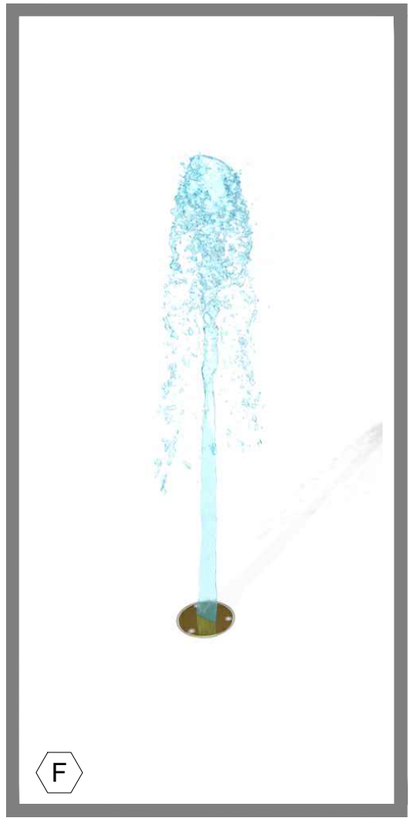
CONSULTANT: JEFF GOODMAN
OFFICE #: 800-451-4869
CELL #: 254-709-5362
EMAIL: JEFFG@KRAFTSMANPLAY.COM

PROJECT # 36167 | OPTION # 1
REVISION 00 | DWG NAME KPS-36167
DATE 9/30/2026 | DESIGNER MZB
VIEW Feature Plan | SHEET KP.3.1.1A

- PRELIMINARY DESIGN -
NOT FOR CONSTRUCTION

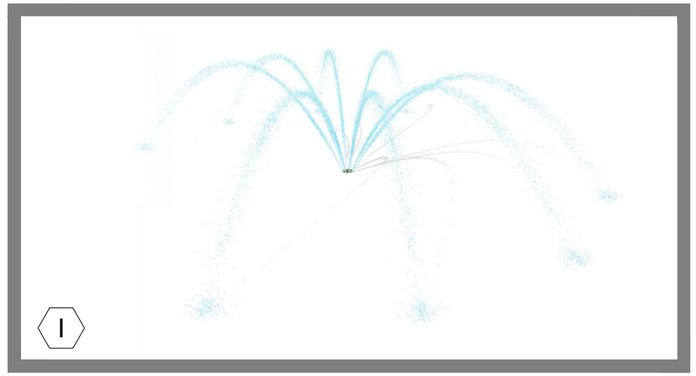
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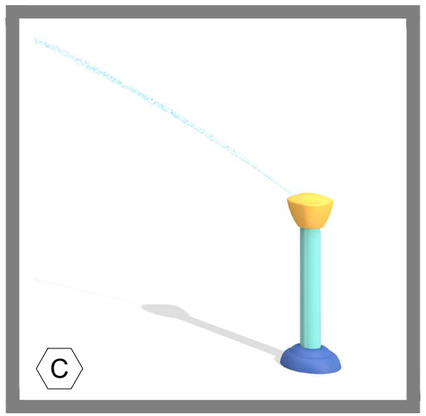
| Spray Feature Schedule | | | | |
|---|---|---|---|---|
| | Feature ID | Description | QTY | GPM |
| A | VOR-PN06S | Playnuk NO6 Aquatic Play Structure for SplashPads | 1 | 230 |
| B | VOR 7275 | Dynamik N1 | 1 | 2 |
| C | VOR 7277 | Tactik | 1 | 2 |
| D | VOR 7278 | Reflex | 1 | 7 |
| E | VOR 0309 | Water Tunnel N°2 | 2 | 24 |
| F | VOR 0325 | Jet Stream N°2 | 5 | 20 |
| G | VOR 7513 | Fountain Spray N°1 | 4 | 20 |
| H | VOR 0322 | Water Bloom N°1 | 2 | 18 |
| I | VOR 7674 | Spidey Spray N°2 | 2 | 17 |
| J | Splash Drain | 24"x24" SplashPark Drain W/ Fiberglass Grate | 2 | 0 |
| MAXIMUM TOTAL FLOW RATE: | | | 340 | GPM |
| ESTIMATED OPERATING FLOW RATE: | | | 204 | GPM |
| TOTAL SPLASHPARK AREA: | | | 5564 | SQFT |
| ESTIMATED CAPACITY | | | 223 | USERS |
| TOTAL FEATURE QTY | | | 21 | QTY |
| | | | | |
| K | Shade Canopy | 20'x20x10' Hypar Umbrella | 1 | 0 |

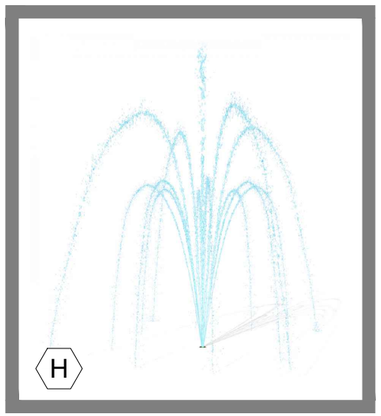


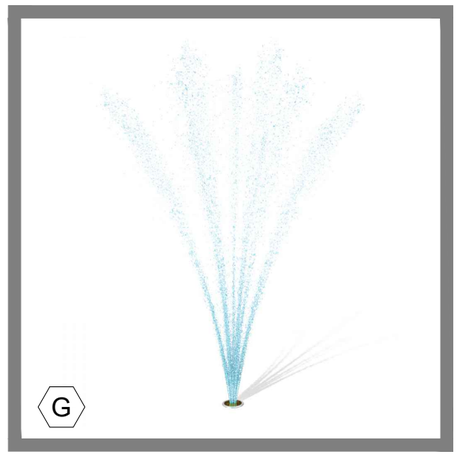






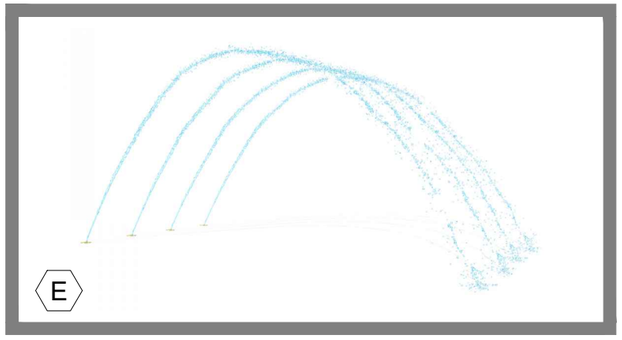













PROJECT NAME
The Colony Aquatics

PROJECT LOCATION
The Colony, TX

KRAFTSMAN
PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
kraftsmanplay.com
info@kraftsmanplay.com
800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

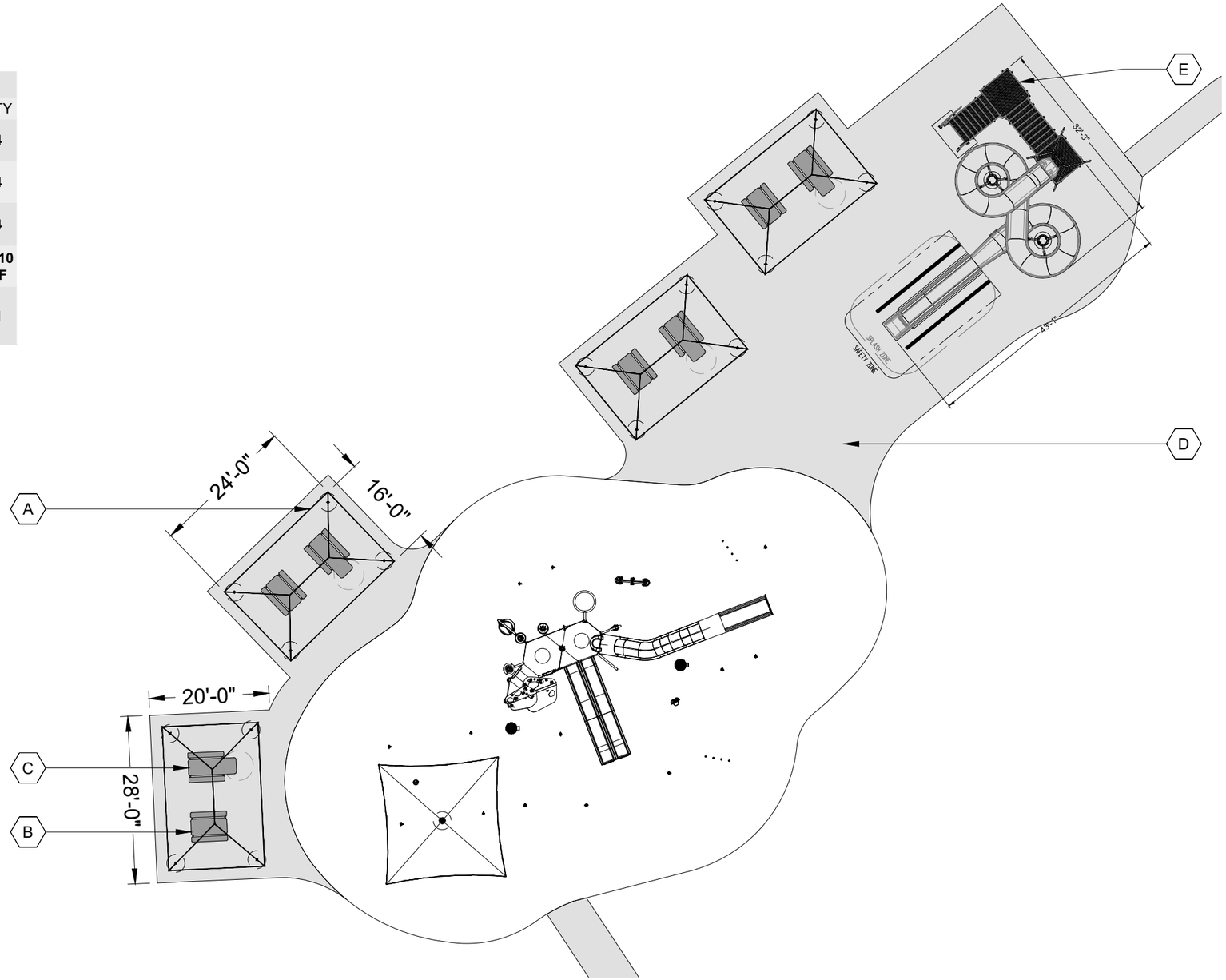
CONSULTANT JEFF GOODMAN
OFFICE # 800-451-4869
CELL # 254-709-5362
EMAIL JEFFG@KRAFTSMANPLAY.COM

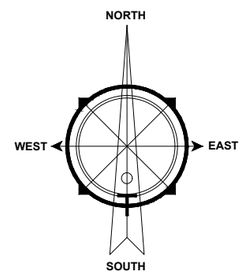
PROJECT # 36167 OPTION # 1
REVISION 00 DWG NAME KPS-36167
DATE 9/30/2026 DESIGNER MZB
VIEW Feature Plan SHEET KP.3.1.1B

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| LEGEND | | |
|---|---|---|
| ⬡ | DESCRIPTION | QTY |
| A | Proposed 24'x16' Hip End All Steel Shelter | 4 |
| B | Proposed 6' Table T6PERF | 4 |
| C | Proposed 8' ADA Table T8PERFHDCP | 4 |
| D | Proposed Concrete Pad | 5710 SF |
| E | Proposed Water Slide with Runout and Roof OFBS-1101-7404 | 1 |




PROJECT NAME

# The Colony Aquatics

PROJECT LOCATION

The Colony, TX

KRAFTSMAN
PLAYGROUNDS & WATER PARKS

19535 Haude Road
Spring, TX 77388
kraftsmanplay.com

info@kraftsmanplay.com
800.451.4869

**CONTACT FOR PRICING AND PRODUCT INFORMATION**

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EMAIL JEFFG@KRAFTSMANPLAY.COM

| | | | |
|---|---|---|---|
| PROJECT # | 36167 | OPTION # | 1 |
| REVISION | 00 | DWG NAME | KPS-36167 |
| DATE | 9/30/2026 | DESIGNER | MZB |
| VIEW | Amenities Layout | SHEET | KP.7.0 |

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PROJECT LOCATION

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EMAIL JEFFG@KRAFTSMANPLAY.COM

| | | | |
|---|---|---|---|
| PROJECT # | 36167 | OPTION # | 1 |
| REVISION | 00 | DWG NAME | KPS-36167 |
| DATE | 9/30/2026 | DESIGNER | MZB |
| VIEW | Amenities Details | SHEET | KP.7.1 |

- PRELIMINARY DESIGN -
NOT FOR CONSTRUCTION

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**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 A CONSTRUCTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF THE COLONY AND KRAFTSMAN, LLC TO CONSTRUCT A SPLASH PAD AT THE AQUATIC PARK; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and Consultant have entered into a Construction Services Contract to construct a splash pad at the Aquatic Park; and

**WHEREAS,** the City has determined that it is in the best interest of the City to enter into the contract with Kraftsman, LLC; and

**WHEREAS**, with this contract, the City of The Colony is agreeing to the services not to exceed the amount of $1,947,322.74 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 20TH DAY OF OCTOBER 2026.**

_____
Richard Boyer, Mayor
City of The Colony, Texas

**ATTEST:**

_____
Ana Alvarado, Deputy City Secretary

**APPROVED AS TO FORM:**

_____

Jeffrey L. Moore, City Attorney

# CITY COUNCIL Agenda Item Report

Meeting Date: October 20, 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 20, 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 20, 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 20, 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:**