



**CITY OF THE COLONY
CITY COUNCIL AGENDA
TUESDAY, AUGUST 18, 2020
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, AUGUST 18, 2020** at **CITY HALL and via VIDEO CONFERENCE, 6800 MAIN ST., THE COLONY, TX**, at which time the following items will be addressed:

1 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

- 1.1 Call to Order
- 1.2 Invocation
- 1.3 Pledge of Allegiance to the United States Flag
- 1.4 Salute to the Texas Flag
- 1.5 Proclamation recognizing the first full week of September 2020 as "Payroll Week". (Council)
- 1.6 Items of Community Interest

2 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 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 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 for August 5, 2020. (Stewart)
- 4.2 Consider accepting Derek Kadlac's resignation from Technologies Board. (Council)
- 4.3 Consider approving a resolution authorizing the City Manager to execute a new co-sponsored association Athletic Facility Usage/Rental Policy for youth baseball with Keep Calm & Baseball On, The

Greatest Game, LLC. (Swain)

- 4.4 Consider approving a resolution authorizing the City Manager to execute a purchase order in the amount of \$36,749.28 to STS 360 for security camera systems to be installed at the Five Star Complex and Stewart Creek Park to be funded by the Community Development Corporation and the Lake Parks Fund. (Kopsa)

5 REGULAR AGENDA ITEMS

- 5.1 Conduct a public hearing, discuss and consider the levying of the Public Improvement District Annual Assessment on properties located within the City of The Colony Public Improvement District No. 1. for the Fiscal Year 2020-21. (Maurina)

6 EXECUTIVE SESSION

- 6.1 A. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation - Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.

B. Council shall convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code regarding 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).

C. Council shall convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to the Texas Government Code to deliberate the evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

7 EXECUTIVE SESSION ACTION

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

B. Any action as a result of executive session regarding commercial or financial information the city has received from a business prospect(s).

C. Any action as a result of executive session regarding the evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

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

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

CERTIFICATION

I hereby certify that above notice of meeting was posted outside the front door of City Hall by 5:00 p.m. on the ___ day of _____, 2017.

Tina Stewart, TRMC, City Secretary

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Tina Stewart

Submitting Department: City Secretary

Item Type: Proclamation

Agenda Section:

Subject:

Proclamation recognizing the first full week of September 2020 as "Payroll Week". (Council)

Suggested Action:

Attachments:

[Payroll Week Proclamation.docx](#)

MAYORAL PROCLAMATION

WHEREAS, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in The Colony, Texas play a key role in maintaining the economic health of The Colony, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and

WHEREAS, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify non-custodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

WHEREAS, the week in which Labor Day falls has been proclaimed National Payroll Week.

NOW THEREFORE, I, Joe McCourry, Mayor of the City of The Colony, Texas, hereby give additional support to the efforts of the people who work in the City of The Colony, and of the payroll profession by proclaiming the first full week of September as:

City of the Colony Payroll Week

SIGNED and SEALED this 18th day of August, 2020.

Joe McCourry, Mayor
City of The Colony, Texas

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Mayra Sullivan

Submitting Department: City Secretary

Item Type: Miscellaneous

Agenda Section:

Subject:

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

Suggested Action:

Attachments:

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Mayra Sullivan

Submitting Department: City Secretary

Item Type: Minutes

Agenda Section:

Subject:

Consider approving City Council Regular Session meeting minutes for August 5, 2020. (Stewart)

Suggested Action:

Attachments:

[August 5, 2020 DRAFT Minutes.docx](#)

**MINUTES OF THE CITY COUNCIL REGULAR SESSION
HELD ON
AUGUST 5, 2020**

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:30 p.m. on the 5th day of August, 2020, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

Joe McCourry, Mayor	Present
Kirk Mikulec, Councilmember	Present
Richard Boyer, Deputy Mayor Pro Tem	Present
Brian Wade, Councilmember	Present
David Terre, Mayor Pro Tem	Present
Perry Schrag, Councilmember	Present
Joel Marks, Councilmember	Present

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

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS and PROCLAMATIONS

- 1.1 Call to Order
Mayor McCourry called the meeting to order at 6:30 p.m.

- 1.2 Invocation
Pastor James Jenkins of First Baptist Church delivered the invocation.

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

- 1.4 Salute to the Texas Flag
Salute to the Texas Flag was recited.

- 1.5 Items of Community Interest
Mayor provided statistics related to the corona virus pandemic for Denton County and The Colony.

2.0 CITIZEN INPUT

Jessica Marcinko, 5964 Sandhill Circle, spoke concerning public transportation for senior citizens in The Colony.

3.0 WORK SESSION

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

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

4.0 CONSENT AGENDA

Motion to approve all items from the Consent Agenda- Mikulec; second by Wade, motion carried with all ayes.

- 4.1 Consider approving City Council Regular Session meeting minutes for July 21, 2020.
- 4.2 Consider approving Council expenditures for the month of June 2020.
- 4.3 Consider accepting Kathy Swanson's resignation from Keep The Colony Beautiful Board.
- 4.4 Consider approving a resolution authorizing the City Manager to execute agreements to join TCAP's Strategic Hedging Program for the purchase of electricity.

RESOLUTION NO. 2020-037

- 4.5 Consider approving a resolution authorizing the City Manager to accept F&F Concrete's bid in the amount of \$138,249.05 for the reconstruction of the 5200 block of Sherman/Pruitt alleyway.

RESOLUTION NO. 2020-038

5.0 REGULAR AGENDA ITEMS

- 5.1 Conduct a public hearing, discuss and consider an ordinance for a rezoning of Lot 1R, Block 16 and Lot 54R, Block 7 of the Garza-Little Elm Lake Estates, an addition to the City of The Colony, Denton County, Texas, by changing the zoning from Planned Development-1 (PD-1) to Planned Development-26 (PD-26) to allow said development consistent with Planned Development-26 (PD-26), Ordinance No. 2013-2018.

Senior Planner, Isaac Williams, presented the proposed ordinance to Council. Mr. Williams stated the applicant requested the rezoning of said subject lots to be consistent with the Water's Edge community, specifically those situated at the northeast corner of Water's Edge Drive and Haven Hills Drive. The Development Review Committee recommended approval of the proposed amendment. On July 28, 2020, the Planning and Zoning Commission voted 5-0 approving the recommendations of the amendments.

The public hearing opened and closed at 6:50 p.m. with no speakers.

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

ORDINANCE NO. 2020-2403

- 5.2 Discuss and consider the proposed 2020-2021 tax rate of \$.6550 per \$100 of property valuation, setting dates for public hearings on August 18, 2020 and September 1, 2020 for the tax rate, and approval of the 2020-2021 tax rate on September 15, 2020.

Assistant City Manager of Administration, Tim Miller, reviewed the effective tax rate with Council during the previous agenda discussion. Mr. Miller requested approval setting public hearings on August 18, 2020 and September 1, 2020 for the tax rate, and approval of Fiscal Year 2020-2021 tax rate on September 15, 2020.

Council provided discussion on this item.

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

- 5.3 Discuss and consider approving a resolution ordering the November 3, 2020 Election for single-member districts, specifically Place 3, Place 4, Place 5 and Place 6.

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

RESOLUTION NO. 2020-039

- 5.4 Discuss and consider approving an ordinance ordering a Special Election to be held on November 3, 2020 for the purpose of submitting to qualified voters of the City of The Colony, Texas, one proposed Home-Rule Charter Amendment, authorizing the Council Members to receive compensation from the current \$100.00 per month to \$200.00 per month, and the Mayor to receive compensation from the current \$100.00 per month to \$300.00 per month.

Mayor presented the proposed ordinance to the council.

Council provided discussion on this item.

Richard Kuether, 4109 Driscoll Drive, registered in opposition of this item via email.

Motion to approve - Marks; second by Wade, motion carried with the following votes:

AYES: Councilmember Marks, Councilmember Wade, Mayor McCourry

NAYS: *Councilmember Schrag, Councilmember Terre, Councilmember Boyer, Councilmember Mikulec*

DENIED

6.0 EXECUTIVE SESSION

A. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation - Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16, and related agreement with Lonzar Delaware, Inc., a Delaware corporation.

B. Council shall convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code regarding 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

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

B. Any action as a result of executive session regarding commercial or financial information the city has received from a business prospect(s).

ADJOURNMENT

With there being no further business to discuss the meeting adjourned at 7:33 p.m.

APPROVED:

Joe McCourry, Mayor
City of The Colony

ATTEST:

Tina Stewart, TRMC
City Secretary

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Tina Stewart

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section:

Subject:

Consider accepting Derek Kadlac's resignation from Technologies Board. (Council)

Suggested Action:

Attachments:

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: David Swain

Submitting Department: Parks & Recreation

Item Type: Discussion

Agenda Section:

Subject:

Consider approving a resolution authorizing the City Manager to execute a new co-sponsored association Athletic Facility Usage/Rental Policy for youth baseball with Keep Calm & Baseball On, The Greatest Game, LLC. (Swain)

Suggested Action:

PARD staff recommends approval.

Attachments:

[Council Memo - KC&BO CSA.pdf](#)

[Athletic Facility Usage Policy 2020 KC&BO CSA - FINAL.pdf](#)

[Res. 2020-xxx Athletic Facility Usage-Rental Policy for Youth Baseball.doc](#)

Memo

To: Mayor & City Council

From: David Swain, Recreation Manager

cc: Troy Powell, City Manager
Pam Nelson, Community Services Director
Brian Vonderlin, Athletics Supervisor

Date: 8/11/2020

Re: New Youth Baseball CSA

Several months ago, the local CSA (co-sponsored association) that was providing the youth baseball program in The Colony (TCYBA) informed us of their intent to cease operations as an organization. Since that time, staff has put together an informal RFP to solicit a new provider for recreational youth baseball in our community. The RFP was provided to all known youth baseball providers in the area in June. From that process there were two proposals received, from Keep Calm & Baseball On and from Rec Tourney Baseball.

Staff spent several weeks evaluating the proposals and met virtually with both organizations to discuss their plans and ideas that were presented in their proposals. While both proposals had merits, staff determined that the proposal received from Keep Calm & Baseball On (KC&BO) seemed best suited to keep a focus on recreational baseball (versus select team baseball and/or tournament play). Staff met several additional times with the individuals from KC&BO to work out the details of the co-sponsored agreement, and at this time both PARD staff and the KC&BO staff desire to move forward with making KC&BO the new CSA for youth baseball in The Colony.

Staff recommends approval of the amended Athletic Facility Usage/Rental Policy for youth baseball operations, which includes the Facility Usage Agreement that has been signed by KC&BO and will become valid upon approval by Council.

Please let me know in advance if you have any questions or concerns.



**THE COLONY PARKS & RECREATION DEPARTMENT
ATHLETIC FACILITY USAGE / RENTAL POLICY
(Co-Sponsor User Agreement)**

Approved 3/15/04
Amended 10/01/07
Amended 12/21/10
Amended 1/15/13
Amended 2/21/17
Amended 8/18/20

Baseball 2020

I. AUTHORITY OVER FACILITIES

At all times, the Parks & Recreation Department (herein after referred to as the “Department”) is responsible for administering City and Departmental policies regarding all City-owned or leased parks and athletic facilities. The Department will take appropriate action regarding misuse of the facilities and/or misconduct by participants.

II. VIOLATION OF POLICIES

Any person or organization violating the intent of these policies or the rules and regulations implied within may be refused usage of facilities and/or lose co-sponsorship of the city. ALL users are subject to fines for violation of ordinances.

III. ATHLETIC FACILITY AVAILABILITY

The Parks & Recreation Department maintains exclusive primary usage for any and all Department sponsored leagues, tournaments, special events, activities and scheduled maintenance on all athletic facilities.

Following Department sponsored programs, the Department will recognize co-sponsored sport association facility requests. Therefore, before and during the official sport association season, all available practice areas shall be open to co-sponsored associations for practices and scheduled games.

Practice and regulation facilities may be assigned / reserved to an organization / person which is not co-sponsored by the Department only after the needs of the Department and co-sponsored organizations have been met.

IV. SPECIFIC SPORT SEASONS

The Parks & Recreation Department will work cooperatively with each co-sponsored association to establish specific sport seasons that will adhere to as closely as possible the seasons established and followed by the co-sponsored associations, and will also allocate use of athletic facilities in The Colony. The seasons and facility allocation must be adhered to by all organizations desiring co-sponsorship with the Department.

V. REQUIREMENTS OF CO-SPONSORED ORGANIZATIONS

In order to be co-sponsored by the Department, each organization is required to:

1. Already have an established relationship with the Department, or apply for approval by the Parks & Recreation Department. New organizations desiring to begin a program in The Colony and seeking co-sponsorship by the Department must meet with the Department at least **ninety (90) days** prior to the start of the proposed season. The Department will only recognize one co-sponsored organization per sport for each contractual period of time.
2. Operate, as a member, under the rules and procedures of a larger, governing organization. Within their sport this governing body must be recognized on either a regional, state or national level, and must have a minimum three year history as an organization with established rules and bylaws. References may be required. Final approval is subject to review by The Colony Parks & Recreation Department.
3. Have an insurance policy that provides a minimum of \$1,000,000 for general liability and \$25,000 accident and medical expense coverage. A copy of the coverage policy or proof of intent to purchase such a policy by each organization must be turned in to the Department office before the first league practice, and must provide coverage without lapse in policy for the duration of the season.
4. Contribute financially or through in-kind services to the maintenance, upkeep and improvements to fields and facilities utilized by the association. Any maintenance performed to fields or facilities must be done under the direct supervision of Parks & Recreation Department staff.
5. Enter into an agreement (Exhibit A) between The Colony Parks & Recreation Department and said organization, and must adhere to the following requirements:
 - a. For each youth sports participant, a parent or legal guardian must sign a statement agreeing to release, absolve, indemnify and hold harmless the City of The Colony, its agents, servants, employees, officials and supervisors, any or all of them in event of any accident, injury, or death sustained by the participant while being transported to or from an activity, or while participating in an activity. Forms must be available for review by the Department prior to the start of official practices.
 - b. Provide all records of operation upon request for audit at any time by the Department.

- c. Have a board of directors, with a president, vice-president, secretary and treasurer; or, some other type of representative board or group of league officials. Each organization must provide pertinent home and business phone numbers, addresses, and email address of their officers to the Department at the time of the facility request, and must notify the Department immediately of any changes to the information.
- d. Provide the Department a copy of the organization's constitution, by-laws, and league rules.
- e. Furnish schedules to the Department at least **one-week** prior the first official league practice, game or activity, and notify the Department of any scheduling changes immediately.
- f. All persons serving as head coaches must be certified by an approved national youth sports coaches association, as mandated by City ordinance (Ord No. 956).
- g. Have association president or delegate meet with the Parks & Recreation Department on a mandatory quarterly basis to present a financial statement for all league operations and discuss pertinent issues.
- h. Provide agendas and minutes from Association board meetings to the Department office, and post for general membership review upon approval.
- i. Openly disclose/provide association bylaws, meeting dates and locations, as well as board member names and contact information on the association website for the general membership
- j. Adhere to the Document Checklist (Exhibit B) and the timeline established within for all required information. Submit all paperwork, including the Participation Report form (Exhibit C).E
- k. Adhere to all local, state, and CDC guidelines to ensure the health and safety of CSA participants, spectators, volunteers, coaches, officials, and staff.

Failure to adhere to timelines may result in delays in scheduling use of fields/facilities.

VI. CO-SPONSORED ASSOCIATION FACILITY USAGE

After an organization is granted co-sponsorship by the city, the following will apply:

1. Each organization must submit the Seasons Calendar (Exhibit D) form, a schedule of requested dates and times for league games, practices and tournaments, and must specify which facilities are being requested. Items will be due in a timely manner, as determined by the Department, to ensure proper time for processing and scheduling facilities, maintenance and preparation.
2. The Department will limit, if necessary, the frequency and use of practice and regulation facilities by an organization. Examples of having to limit use are: overuse, misuse and/or abuse of facilities, maintenance problems, etc. Examples of abuse and/or misuse may include, but are not limited to: improper storage of equipment on field surfaces, leaving facilities/fields unlocked or improperly secured and subject to vandalism, leaving paint or other hazardous supplies unsecured or not disposing of properly, driving vehicles into non-designated areas such as sidewalks, concession areas, or fields without the proper permits, utilizing fields during or immediately following inclement weather conditions and causing damage, improper transport of field marking materials resulting in paint and/or chalk stains on sidewalks, leaving lights on fields when not in use, etc.
3. Associations may determine the playability of the specific facilities. The Department has final jurisdiction and may override any decision rendered by the association. The Department may revoke this privilege from the association and/or individuals or teams if proper judgment is not used in determining a playing field's condition. Associations may waive their ability to determine field playability by notifying PARD in writing.
4. Maintenance of practice and regulation facilities will be performed only by the Department unless other arrangements are made through the Department office. All maintenance requests should be submitted in writing. Arrangements for volunteer work or game field preparation performed on facilities by representatives of an organization must be made through the Park Maintenance Manager's office. Unauthorized maintenance performed by any organization will be considered a violation of this agreement. Any resulting damage will be repaired by the City and any costs associated with repairs must be reimbursed by the organization within 30 days of completion of repairs. Maintenance will be defined as any task not addressed in Exhibit A, section 4 "Obligations of the CSA."

VII. FACILITY USAGE USER FEES

Co-sponsored organizations that utilize City-owned athletic facilities for league play not directly sponsored by the Department are subject to the following user fees:

- Resident: \$5/participant/season (admin & game usage)
OPTIONAL: \$5/participant/season (practice usage)
- Non-Resident: \$20/participant/season

(For purposes of the user fee, a resident shall be defined as an individual who resides within the jurisdictional boundaries of the co-sponsored associations.)

For CSA that have fall league’s payment is to be made by September 15th , for spring league’s payment is to be made by April 15th . Any payment that is received more than five (5) days late will be assessed a \$20 late fee per day after the five day grace period. PARD will specify a due date for each season’s report. The user fee will cover all regularly scheduled games and administrative processing fees.

The optional practice user fee will cover all regularly scheduled practices, as arranged through the Department. The practice schedule must be received by PARD one week prior to the start of the first scheduled practice. Leagues may begin season practices no earlier than five weeks prior to the official opening day of the season. Only regular season and district play practices will be covered. Any additional tournament team practices will be subject to regular practice rental rates. Any co-sponsored organization that elects to not pay the optional practice user fee will be subject to the practice rental rates for co-sponsored associations as noted in section IX.

VIII. FACILITY USAGE RENTAL FEES

All users of City owned athletic facilities for practice or tournament play are subject to rental fees. NO practices will be allowed at the Five Star Complex.

Fees are outlined in the Parks & Recreation Department annual fee schedule.

IX. FACILITY RESERVATIONS

Facility rentals are intended to serve practice and one time tournament usage, not to allow non-co-sponsored leagues the ability to use City owned facilities for ongoing league play. However, a non-co-sponsored organization that provides a program not currently offered by a co-sponsored organization may be allowed to rent fields for ongoing league play. League per game fee rental prices will apply. Reservations will only be accepted from individuals 18 years of age or older, and photo identification will be required. Rentals must be paid for at the time of the reservation.

Reservations for any tournament rental usage must be made at least **30 days** prior to the usage. Tournament rentals must be paid for at least **48 hours (2 days)** in advance. A reservation deposit of \$500 must be made at the time of the reservation. This amount will be deducted from the total amount due for the reservation. If the reservation is cancelled for reasons other than inclement weather or maintenance issues no refund will be made.

Organizations or individuals who reserve facilities for tournament play will be required to sign a rental agreement that further defines and clarifies their responsibilities as a facility user.

The Department reserves the right to refuse rental to any individual or group that has violated policies or ordinances, has done damage to facilities or has not cleaned up after their event, or whose conduct or actions are not in the best interest of the City.

X. FACILITY USAGE POLICIES/ORDINANCES

All users of City-owned athletic facilities are required to adhere to any and all policies and/or ordinances related to usage of athletic facilities:

- No smoking or use of tobacco products allowed at athletic facilities
- No pets allowed on athletic fields. Pets that are in the park must abide by city leash regulations
- No golfing allowed on athletic fields.
- Usage of athletic facilities is allowed by reservation only.
- No alcohol or glass containers allowed at athletic facilities.
- No bicycles, skates, skateboards or scooters allowed at athletic facilities, except on trails or designated areas.

- Lights on athletic fields will be controlled by the Parks & Recreation Department.
- Vehicles must be parked in designated areas only.

Violators of these ordinances are subject to fines.

THE COLONY PARKS & RECREATION DEPARTMENT FACILITY USAGE AGREEMENT

This Agreement is made by and between **Keep Calm & Baseball On, The Greatest Game, LLC**, hereafter referred to as the “CSA” (co-sponsored association), and the City of The Colony Parks & Recreation Department, hereafter referred to as the “Department”.

WHEREAS, the CSA is an independent volunteer board of directors organized to promote youth sports activities through the operation of its program; and

WHEREAS, the Department is the owner of that certain public park amenity known as **The Colony Five Star Complex** (game fields), **North Colony Baseball Complex** (practice fields) and **Bridges Park Baseball Field** (practice field), and hereafter referred to as the “Facility”; and

WHEREAS, the CSA and the Department desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to use of the Facility by the CSA and respective obligations of the parties regarding the use and maintenance of the Facility;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows

I. TERM

This Agreement shall be for a term of one (1) year beginning on the date of full execution hereof, and will automatically renew annually unless terminated by either party upon sixty (60) days advance written notice to the other party.

II. USE OF FACILITIES

The CSA shall have the right to use the Facility for its programs as set forth in this Agreement during the season only. Any other events must be scheduled separately through the Department (ex: camps or clinics).

Field usage will be assigned by the Department. If the total number of participants in a league does not decrease but the Department decides to reduce the number of fields for that league for any reason, the Department shall make all reasonable efforts to accommodate the CSA’s program. The CSA understands that weather conditions or field conditions beyond the control of either party may result in the Department denying usage of certain fields on certain dates after approval has been granted herein. However, the Department shall make all

reasonable efforts to accommodate the CSA by designating other fields and dates for use of the Facility for the CSA's program. The Department shall at all times have the right to inspect the Facility and the CSA's activities related to its use of the Facility to insure compliance with terms and provisions of this Agreement.

III. OBLIGATIONS OF THE DEPARTMENT

Both parties to this Agreement agree that during the term of this Agreement Department shall:

- 1.) Provide the following maintenance and repairs in a manner generally equal to normal Department maintenance and repair of similar Department recreational facilities and more specifically as follows:
 - a.) Maintain and repair benches and bleachers.
 - b.) Mow, fertilize and water all areas of the Facility.
 - c.) Haul off trash that has been deposited in trash receptacles.
 - d.) Maintain structural integrity of concession stands and restrooms, including repair or replacements of damaged roofs, doors, and windows.
 - e.) Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field.
 - f.) Maintain, repair parking areas.
- 2.) Promote the CSA's program in the City's parks and recreation brochure. Take calls for information and refer interested parties to the CSA when necessary.
- 3.) Issue up to two temporary unloading permits for the Five Star Complex. These permits are to be used solely for the purpose of stocking the concession stand with equipment and supplies.

It is understood and agreed the Department's obligations under this Agreement will be performed as soon as, and to the extent, that budgeted funds are available for performance of its obligations. It is further understood and agreed that if the Department is unable to meet its obligations to repair or maintain the Facility that the CSA may at its sole cost and expense perform such repair or maintenance upon written approval by the Department.

All new construction or repair projects must follow standard The Colony Building Code Standards and Procedures. The CSA's designated contact person shall submit construction plans and drawings to the Department prior to commencement of any work.

IV. OBLIGATIONS OF THE CSA

Both parties to this Agreement agree that during the term of this Agreement the CSA shall:

- 1.) At no cost or expense to the Department, provide the following maintenance, repair or services
 - a.) Provide field layout diagram by the timeline specified on the document checklist.
 - b.) Stripe each field with a substance approved by Department.
 - c.) Set up any and all necessary equipment for league play (player benches, bases, portable mounds, etc.), and properly store all such equipment at the conclusion of each league activity.
 - d.) Ensure that all fields/facilities are properly secured at the conclusion of each league activity. Reimburse cost of supplies lost as a result of leaving facilities unsecured.
 - e.) Ensure that any and all league displays/promotional items are free from stains, tears, or any signs of obvious wear that would detract from the overall appearance of the facility. PARD reserves the right to remove any league promotional material deemed to be in poor condition.
 - f.) Pick up all paper and debris; and place in trash receptacles. Empty full trash receptacles and place bags in designated dumpster.
 - g.) Repair and replace minor items inside concession stands such as light bulbs, etc.
 - h.) Clean restrooms and place trash in dumpsters.
 - i.) Stock restroom facilities with paper goods. Paper goods, hand washing soap, and trash bags will be provided by the Department.
 - j.) Provide for any special needs or services such as port-a-cans, security or traffic control devices or police officers needed as a result of the CSA's use of the Facility.
- 2.) Provide the Department with pertinent information regarding registration dates, times, locations, fees, requirements and maintenance issues, etc., by the timeline specified on the document checklist.
- 3.) Comply with all applicable ordinances, rules and regulations.
- 4.) Provide a current list of officers, Board of Directors and contact persons with addresses, telephone numbers, and email addresses to the Department and provide notice and agendas at least **72 hours** in advance of all Board Meetings and elections. Provide meeting minutes upon approval.

Also, the CSA shall promptly notify the Department of any changes to the list of officers, Board of Directors and contact person, which may occur during the term of this Agreement. The CSA shall make the Recreation

Manager or his designee an ex-officio member of the Board who may attend regular meetings to represent the Department in all aspects as they relate to the use of the Facility.

- 5.) Provide a league schedule for all divisions by the timeline on the document checklist. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facility. Any schedule changes, i.e. rainouts, etc., should be provided to Department, with at least **2 business days** advance notice in writing.
- 6.) Send a representative to athletic association meetings held by the City to discuss issues relating to sports in the City of The Colony.
- 7.) The CSA will receive two temporary unloading permits for the purpose of stocking equipment and supplies. Vehicles cannot be left parked at the concession building after unloading, and should be immediately moved to the parking lot. There is to be no unloading during league play.
- 8.) The CSA shall not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.
- 9.) The CSA shall not perform any construction, maintenance, repair or alteration to the Facility (unless permitted or required by this Agreement), without the prior written consent of the Department, and without direct supervision of a Department staff member. Any and all capital improvements made to the Facility shall become the property of the Department.
- 10.) Charge reasonable fees for programs offered at the Facility that are reflective of a Department co-sponsored activity.
- 11.) After the completion of league play, the CSA must submit an audit of its finances, including the number of participants, to Department by the timeline specified on the document list for review by the Department. If a review is requested or needed during the operation of the league, party/parties requesting the audit must pay for the audit.
- 12.) The CSA shall, at their expense, perform background checks on, and have all of its head coaches certified for coaching youth by a national or state accredited coaching certification program that is recognized/approved by the Department. The CSA shall also provide Department a complete listing of all individuals serving as head and assistant coaches, as well as documentation of certification for all required coaches by the timeline specified on the document checklist.

- 13.) CSA's shall enter into written shared use agreements with other CSA's who share use of fields, concessions, etc. A copy of these agreements will be provided to the Department.
- 14.) CSA's shall not "sub-contract" field space to other teams or organizations not covered under the insurance and governing rules of their programs. Any such organizations will be required to contact the Department directly to secure available space. Any association deemed to be in violation of this clause will be subject to revocation of their "co-sponsored" status.

V. ASSIGNABILITY AND EXCLUSIVITY

This Agreement is a privilege for the benefit of the CSA only and may not be assigned in whole or in part by the CSA to any other person or entity. Both parties understand that the CSA's use of the Facility is nonexclusive.

VI. INSURANCE AND INDEMNIFICATION

The CSA shall at all times during the term of this Agreement maintain in effect general public liability insurance of not less than \$1,000,000 and accident and medical expense coverage of not less than \$25,000. The City of The Colony shall be named as co-insured on such policy and shall be entitled to **thirty (30) days** notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by the CSA to the Department on an annual basis by the timeline specified on the document checklist.

The CSA shall indemnify and save harmless the Department and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of the CSA or its agents, volunteers, or employees in the use of the Facility arising out of obligations of the CSA as set forth in this Agreement.

VII. NOTICES

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

CSA:

Department:

Brian Vonderlin, Athletics Supervisor
CITY OF THE COLONY
PARKS & RECREATION DEPARTMENT
5151 N. Colony Blvd.
The Colony, TX 75056

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

VIII. MISCELLANEOUS PROVISIONS

- 1.) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
- 2.) This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the CSA and the Department created hereunder are performable in Denton County, Texas.
- 3.) Nothing in this Agreement shall be construed to make the Department or its respective agents or representatives liable in situations it is otherwise immune from liability.

- 4.) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or lack of enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5.) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.
- 6.) This agreement may be cancelled by either party by giving the other **60-days** written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below -

ATTEST:

CSA -

President

Secretary/Vice-President

Date: _____

Date: _____

ATTEST:

City of The Colony Parks & Recreation Department -

Recreation Manager

Community Services Director

Date: _____

Date: _____

Exhibit B

THE COLONY PARKS & RECREATION DEPARTMENT CO-SPONSORED ASSOCIATION DOCUMENT CHECKLIST

The following is a checklist and timeline to follow to ensure that the proper documentation is turned into the Parks & Recreation Department in a timely manner. Please see to it that this guide is followed closely so that the communication between your association and the Department runs smoothly.

Due Once a Year: Must be Received by February Presidents Meeting

- _____ 1. Association Board Member List
(Include home/work phone numbers & addresses)
- _____ 2. Facility Usage Agreement (**FORM PROVIDED: Exhibit A**)
- _____ 3. Seasons Calendar form (**FORM PROVIDED**) (fall season due in July)
- _____ 4. Insurance Certificate
(City must be listed as additional insured)
- _____ 5. Financial Statement, from previous year: due in July
(Please be very detailed)
- _____ 6. Association Board Meeting Schedule

Due 30 Days Prior to Registration:

- _____ 1. Registration Information
(Include location, cost, ages, phone number, etc.)

Due 30 Days Prior to Field Usage:

- _____ 1. Field Layout Diagram

Due 1 Week Prior to First Coaches Clinic:

- _____ 1. Coaches List

Due 1 Week Prior to Season Opening Day:

- 1. Schedules for all Divisions
- 2. Documentation of Coaching Certification for Required Coaches

Due during Season

- _____ 1. Participation Report form (**FORM PROVIDED: Exhibit C**)
(Please indicate resident/non-resident totals)
- _____ 2. User Fee Payment Due

Exhibit D

**THE COLONY PARKS & RECREATION DEPARTMENT
CO-SPONSORED ASSOCIATION SEASONS CALENDAR**

Spring Season

Registration Begins: _____ Registration Ends: _____

Name of Facility requested: _____

Times and days of week to be used: _____

Practices Begin: _____

Games Begin: _____ Games End: _____

Post Season Play Begins: _____ Post Season Play Ends: _____

PLEASE ALSO SUBMIT A DETAILED WEEKLY SCHEDULE OF TEAM PRACTICES.

Fall Season

Registration Begins: _____ Registration Ends: _____

Name of Facility requested: _____

Times and days of week to be used: _____

Practices Begin: _____

Games Begin: _____ Games End: _____

Post Season Play Begins: _____ Post Season Play Ends: _____

PLEASE ALSO SUBMIT A DETAILED WEEKLY SCHEDULE OF TEAM PRACTICES.

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2020 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING THE ATHLETIC FACILITY USAGE / RENTAL AGREEMENT WITH KEEP CALM & BASEBALL ON, THE GREATEST GAME, LLC; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department put together an informal Request for Proposal to solicit a new provider for recreational youth baseball within the City of The Colony; and

WHEREAS, the City Council has determined that adopting the Amended Athletic Facility Usage / Rental Policy Agreement provided therein would be in the best interest of the City.

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

Section 1. The City Council hereby adopts the Athletic Facility Usage / Rental Policy Revisions therein, which is attached hereto and incorporated herein by reference as **Exhibit “A”**.

Section 2. That all provisions of any resolution of the City Council of the City of The Colony in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 18TH DAY OF AUGUST 2020.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Jackie Kopsa

Submitting Department: Parks & Recreation

Item Type: Resolution

Agenda Section:

Subject:

Consider approving a resolution authorizing the City Manager to execute a purchase order in the amount of \$36,749.28 to STS 360 for security camera systems to be installed at the Five Star Complex and Stewart Creek Park to be funded by the Community Development Corporation and the Lake Parks Fund. (Kopsa)

Suggested Action:

*** PENDING CITY MANAGEMENT APPROVAL ***

Attachments:

[Council Memo - STS 360.docx](#)

[QUOTE - COC20200311 - CITY OF COLONY STEWART CREEK VIDEO SURVEILLANCE_REV2.pdf](#)

[Stewart Creek Proposed Camera Locations.pdf](#)

[QUOTE - COC20200311.1 - City of Colony 5 Star Complex Video Surveillance System.pdf](#)

[5 Star Complex Proposed Camera Locations.pdf](#)

[Res. 2020-xxx STS360 Cameras Purchase Order.doc](#)

Memo

To: Mayor and Council
From: Jackie Kopsa, Parks & Recreation
CC: Pam Nelson, Community Services Director
Troy Powell, City Manager
Date: August 10, 2020
Re: Security Camera Systems

Purpose

To consider a resolution authorizing the purchase of security camera systems from STS360, in the amount of \$36,749.28 to be installed at the Five Star Complex and Stewart Creek Park. This request is to be funded by the Community Development Corporation and Lake Parks fund utilizing funds budgeted in the Capital Projects List FY19/20 for security cameras. Install will include 8 cameras at Stewart Creek Park and 13 at Five Star.

Background

This project is requested in response to an increased need for security cameras at both Five Star and Stewart Creek Park. We have been working with the IT department to create a system that will integrate with the already established camera systems installed throughout various City facilities. This project began early in 2020, but was put on hold due to COVID-19 uncertainties.

As there has been more traffic in our parks, we have also noted an increase in vandalism, including graffiti and damage to amenities. Our goal is to implement a series of cameras throughout Five Star and Stewart Creek Park, in the areas most heavily impacted by vandalism, and those that are the most heavily trafficked.

At Stewart Creek Park, this will include cameras on the Gate House, both inside and outside. The inside camera will allow for increased monitoring of transactions with park users. We will also position cameras on the outside of the building to monitor the road entering the park, and the boat ramp parking lot. A new pole will be installed at the park attendant/entry site with cameras installed monitoring the park attendant's trailer and the main entry gate. Inside the park, we will position cameras on the existing pavilion to monitor the restrooms, swim beach, and pavilion parking lot.

At Five Star, we are placing cameras within both concession buildings. Each will have a camera placed inside the concession stand, as well as two cameras in the concession plaza, focused

on the restrooms and the concession windows/doors. We will also mount cameras on the roof of each concession building, focused on field spaces. This will allow us to have “eyes” on most of the park.

Additional information from Chris Cuellar, IT Department:

The City currently has 232 surveillance cameras at 23 locations (Jail cameras are not included). We are asking to add 8 cameras at Stewart Creek Park and 13 at the Five Star Complex. STS360 is a video management solutions provider who has installed surveillance cameras for the City for the past 5 years and is being recommended for the install and configuration of surveillance cameras for both SCP and Five Star.

Around March of 2019 the City’s Emergency Management Coordinator Brett Beene suggested that we comparison shop to determine if we were getting the best possible pricing. After researching two other competitors it was found that pricing from STS360 was the lowest overall and the decision was made to continue using STS360 for camera projects going forward.

If approved, the Stewart Creek Park and Five Star Complex camera projects will be purchased from STS360 using the State of Texas Department of Information Resources (DIR) contract which is a cooperative purchasing program for state and local government, education, and other public entities in Texas.

Recommendation

Our recommendation is to approve this expenditure. We met with the Technology Board on August 10, and received their approval for this project. Please feel free to contact me with additional questions

Thank you for your consideration of this request.



City of the Colony
Stewart Creek Video Surveillance System

QUOTE: COC20200311
Purchase on DIR Contract #DIR-TSO-3459
DATE: 07/31/2020
PREPARED BY: John Hoffman

STEWART CREEK ENTRY BOOTH										
PART #	MFG.	DESCRIPTION	QTY.	MSRP	QUOTE DISCOUNT	UNIT PRICE	EXT PRICE			
A-45-F 2.8	Video insight/ Advitia	4 MP Mini Vandal Proof Outdoor IP67, 2.8MM Lens @F2.0, H.264/MPEG4/MJPEG, POE, SD Card, IR, 120DB WDR, Audio Input, 4 Year Warranty, No Camera License Required with VI Version 7 or Higher, VMS Software	1	\$ 400.00	30%	\$259.84	\$ 259.84			
A-88-V	Video insight/ Advitia	8MP Varifocal Outdoor Rated Bullet Camera	3	\$ 659.00	30%	\$428.40	\$ 1,285.20			
IPSVC-UL	Video Insight	Video Insight Camera License per Camera Fee, Includes Unlimited SUP (Software Upgrade Program) for All Updates and Major Software Releases	4	\$ 199.00	100%	\$0.00	\$ -			
63611106	Honeywell	23/4PR CAT6 CMP/FT6 1M BX BLU	1	\$ 499.00	36%	\$319.20	\$ 319.20			
MISC	STS360	Misc. Installation Accessories and Consumables (jacks, patch cables, patch panel)	1	\$ 375.00	50%	\$187.50	\$ 187.50			
TPM	STS360	Onsite System Engineer for Programming and Project Management	1	\$ 780.00	50%	\$390.00	\$ 390.00			
LABOR	STS360	Turnkey (4) Camera Video Surveillance System Installation	1	\$ 3,000.00	50%	\$1,500.00	\$ 1,500.00			
WARRANTY	STS360	1 Year Onsite Parts and Labor Warranty	1	\$ 520.00	50%	\$260.00	\$ 260.00			
							TOTAL	\$ 4,201.74		

STS360 will provide (1) Interior dome with microphone at Entry Shack, (3) Exterior 8MP Bullet Cameras for Entry, Exit lanes and Dumpster Area. STS will provide all cabling, Installation and Programming. City will provide electrical outlet at booth as well as PoE switch ports and Storage Server.



City of the Colony
Stewart Creek Video Surveillance System

QUOTE: COC20200311
Purchase on DIR Contract #DIR-TSO-3459
DATE: 06/16/2020
PREPARED BY: John Hoffman

STEWART CREEK PARK PAVILLION								
PART #	MFG.	DESCRIPTION	QTY.	MSRP	QUOTE DISCOUNT	UNIT PRICE	EXT PRICE	
A-88-V	Video insight/ Advidia	8MP Varifocal Outdoor Rated Bullet Camera	2	\$ 659.00	30%	\$428.40	\$ 856.80	
B-210	Video insight/ Advidia	2MP Outdoor Mini PTZ Network Camera with 10x Zoom Lens	1	\$ 998.00	30%	\$648.48	\$ 648.48	
NS-5AC-US	Ubiquiti	Ubiquiti airMAX NanoStation AC 5Ghz 802.11ac US	2	N/A	N/A	\$134.40	\$ 268.80	
IPSVC-UL	Video Insight	Video Insight Camera License per Camera Fee, Includes Unlimited SUP (Software Upgrade Program) for All Updates and Major Software Releases	3	\$ 199.00	100%	\$0.00	\$ -	
63611106	Honeywell	23/4PR CAT6 CMP/FT6 1M BX BLU	1	\$ 499.00	36%	\$319.20	\$ 319.20	
BW-SL14126	Trendnet	Outdoor Enclosure, Air/Dust/Water Tight, Stainless Steel Latch, NEMA 2/3/3R/3S/4/4X/5/12/13, 14" Width x 12" Depth x 6" Height, Polycarbonate	1	N/A	N/A	\$140.50	\$ 140.50	
MISC	STS360	Misc. Installation Accessories and Consumables (jacks, patch cables, Flex Conduit, sealant, couplers, straps) - Bore Rental	1	\$ 1,500.00	50%	\$750.00	\$ 750.00	
TPM	STS360	Onsite System Engineer for Programming and Project Management	1	\$ 780.00	50%	\$390.00	\$ 390.00	
LABOR	STS360	Turnkey (3) Camera Video Surveillance System Installation - trenching	1	\$ 5,200.00	50%	\$ 2,600.00	\$ 2,600.00	
WARRANTY	STS360	1 Year Onsite Parts and Labor Warranty	1	\$ 741.00	50%	\$370.50	\$ 370.50	
						TOTAL	\$ 6,344.28	

STS360 will provide (2) 4K bullet cameras on pavilion to view playground and boat launch with supporting P2P on Pole (50' Trenching) and enclosure as well as (1) 2Mp Dome PTZ with 10X optical for restrooms. STS will provide all cabling, Installation and Programming. City will provide electrical outlet at pavilion and on lightning detection pole for radio as well as Server and Storage.





City of the Colony
Stewart Creek Video Surveillance System

QUOTE: COC20200311
Purchase on DIR Contract #DIR-TSO-3459
DATE: 07/31/2020
PREPARED BY: John Hoffman

STEWART CREEK SUPERINTENDENT AREA								
PART #	MFG.	DESCRIPTION	QTY.	MSRP	QUOTE DISCOUNT	UNIT PRICE	EXT PRICE	
A-427-V	Video insight/ Advidia	8MP Omni-Multi Sensor Vandal Proof IP67 Dome Camera Overview, 8 megapixel resolution (4 X 2MP), (4 X) Auto Varifocal Lenses, 3D DNR, WDR of 120dB, PoE (Power over Ethernet), Weather Proof	1	\$ 1,595.00	30%	\$1,036.11	\$ 1,036.11	
A-200-PM	Video insight/ Advidia	Wall Mount Bracket	1	\$ 69.00	30%	\$44.82	\$ 44.82	
A-MLT-CAP	Video insight/ Advidia	Pole Mount Bracket	1	\$ 95.95	30%	\$62.33	\$ 62.33	
IPSVC-UL	Video Insight	Video Insight Camera License per Camera Fee, Includes Unlimited SUP (Software Upgrade Program) for All Updates and Major Software Releases	1	\$ 199.00	100%	\$0.00	\$ -	
63611106	Honeywell	23/4PR CAT6 CMP/FT6 1M BX BLU	0.5	\$ 499.00	36%	\$319.20	\$ 159.60	
TI-PG541	Trendnet	5-Port Hardened Industrial Gigabit PoE+ DIN-Rail Switch	1	N/A	N/A	\$245.62	\$ 245.62	
48VDC3000	Trendnet	48 V, 160 W Power Adapter	1	N/A	N/A	\$120.96	\$ 120.96	
NS-5AC-US	Ubiquiti	Ubiquiti airMAX NanoStation AC 5Ghz 802.11ac US	2	N/A	N/A	\$134.40	\$ 268.80	
P1600	Videolarm	Standard 16 ft. Steel Pole for security cameras	1	N/A	N/A	\$1,681.90	\$ 1,681.90	
BW-SL14126	Trendnet	Outdoor Enclosure, Air/Dust/Water Tight, Stainless Steel Latch, NEMA 2/3/3R/3S/4/4X/5/12/13, 14" Width x 12" Depth x 6" Height, Polycarbonate	1	N/A	N/A	\$140.50	\$ 140.50	
MISC	STS360	Misc. Installation Accessories and Consumables (jacks, patch cables, patch panel, hooks, sealant, conduit, couplers, straps) - Lift Rental	1	\$ 1,500.00	50%	\$750.00	\$ 750.00	
TPM	STS360	Onsite System Engineer for Programming and Project Management	1	\$ 1,040.00	50%	\$520.00	\$ 520.00	
LABOR	STS360	Turnkey (1) Camera Video Surveillance System Installation - Install and Cable (1) WAP	1	\$ 4,500.00	50%	\$2,250.00	\$ 2,250.00	
WARRANTY	STS360	1 Year Onsite Parts and Labor Warranty	1	\$ 884.00	50%	\$442.00	\$ 442.00	
TOTAL								\$ 7,722.64

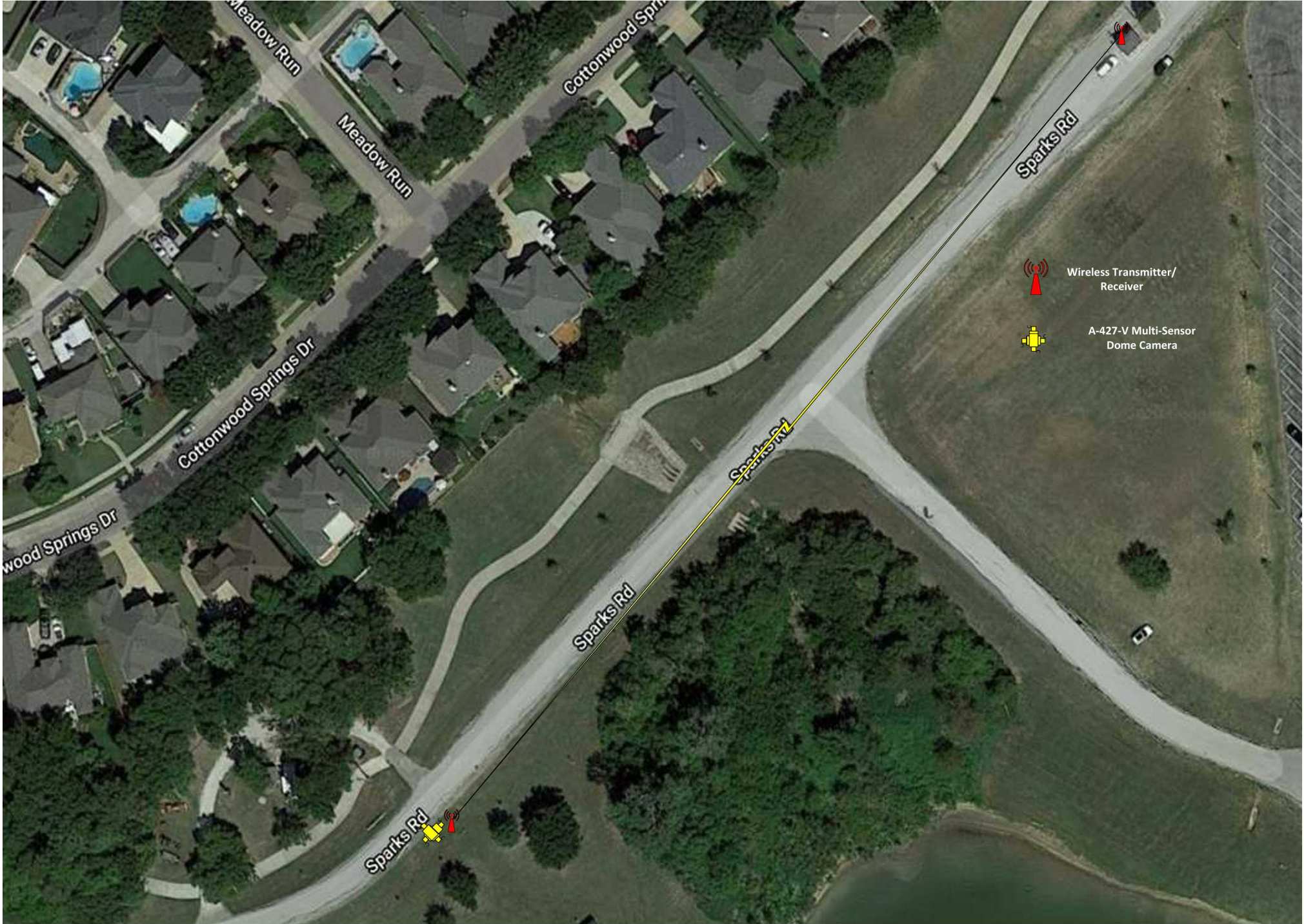
STS360 will provide new Pole at Park Superintendent area with P2P wireless to Entry Booth and 2MP Multi-Sensor dome camera. STS will provide all cabling, Installation and Programming. STS360 will install (1) City provided WAP on pole. City will provide Server, Storage and 110 electrical outlet inside of STS360 provided NEMA enclosure.



-  A-88-V Bullet Camera
-  B-210 10X Optical PTZ

STS360 will trench to lightning detection pole and place P2P on this pole shooting to pole at Superintendent area, eliminating the need for Cellular. City will provide power







City of the Colony
5 Star Complex Video Surveillance System

QUOTE: COC20200311.1
Purchase on DIR Contract #DIR-TSO-3459
DATE: 07/30/2020
PREPARED BY: John Hoffman

5 STAR COMPLEX										
PART #	MFG.	DESCRIPTION	QTY.	MSRP	QUOTE DISCOUNT	UNIT PRICE	EXT PRICE			
A-45-F 2.8	Video insight/ Advidia	4 MP Mini Vandal Proof Outdoor IP67, 2.8MM Lens @F2.0, H.264/MPEG4/MJPEG, POE, SD Card, IR, 120DB WDR, Audio Input, 4 Year Warranty, No Camera License Required with VI Version 7 or Higher, VMS Software	2	\$ 400.00	30%	\$255.20	\$ 510.40			
E-47-V	Video insight/ Advidia	Dome Camera 4MP 2.7mm to 13.5mm with WDR and IR	4	\$ 545.00	30%	\$347.71	\$ 1,390.84			
A-88-V	Video insight/ Advidia	8MP Varifocal Outdoor Rated Bullet Camera	7	\$ 659.00	30%	\$428.40	\$ 2,998.80			
A-Pole-Mount	Video insight/ Advidia	Pole Mount Bracket	7	\$ 40.00	30%	\$25.98	\$ 181.86			
NS-5AC-US	Ubiquiti	Ubiquiti airMAX NanoStation AC 5Ghz 802.11ac US	4	N/A	N/A	\$134.40	\$ 537.60			
TPE-30102WS	Trendnet	10 PORT SWITCH WEB SMART POE PLUS 240W 2 MAL 10G SFP PLUS SLOTS	2	N/A	N/A	\$636.16	\$ 1,272.32			
IPSVC-UL	Video Insight	Video Insight Camera License per Camera Fee, Includes Unlimited SUP (Software Upgrade Program) for All Updates and Major Software Releases	13	\$ 199.00	100%	\$0.00	\$ -			
63611106	Honeywell	23/4PR CAT6 CMP/FT6 1M BX BLU	2	\$ 499.00	36%	\$319.20	\$ 638.40			
SRW6U	TrippLite	SmartRack 6U Low-Profile Switch-Depth Wall-Mount Rack Enclosure Cabinet	2	\$ 326.00	38%	\$194.70	\$ 389.40			
MISC	STS360	Misc. Installation Accessories and Consumables (pole fabrication, jacks, patch cables, patch panel, hooks, sealant, conduit, couplers, straps, Boom Lift Rental)	1	\$ 2,750.00	50%	\$1,375.00	\$ 1,375.00			
TPM	STS360	Onsite System Engineer for Programming and Project Management	1	\$ 3,120.00	50%	\$1,560.00	\$ 1,560.00			
LABOR	STS360	Turnkey (13) Camera Video Surveillance System Installation- Install (2) WAP with CAT6 Cable	1	\$ 13,432.00	50%	\$6,716.00	\$ 6,716.00			
WARRANTY	STS360	1 Year Onsite Parts and Labor Warranty	1	\$ 1,820.00	50%	\$910.00	\$ 910.00			
TOTAL								\$ 18,480.62		

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO STS 360 FOR SECURITY CAMERA SYSTEMS TO BE INSTALLED AT THE FIVE STAR COMPLEX AND STEWART CREEK PARK TO BE FUNDED BY THE COMMUNITY DEVELOPMENT CORPORATION AND LAKE PARKS FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined there is a need for security cameras at Stewart Creek Park and the Five Star Complex; and

WHEREAS, the City budgeted for this equipment in the Community Development Corporation and Lake Parks Capital Improvement Project fund in the Fiscal Year 2019-2020 Budget; and

WHEREAS, the City has determined that it is in the best interest of the City to purchase the equipment and to pay the sum of \$36,749.28.

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

Section 1. The Quote from STS 360 has 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 purchase of security cameras 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 18TH DAY OF AUGUST 2020.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: David Cranford

Submitting Department: Finance

Item Type: Ordinance

Agenda Section:

Subject:

Conduct a public hearing, discuss and consider the levying of the Public Improvement District Annual Assessment on properties located within the City of The Colony Public Improvement District No. 1. for the Fiscal Year 2020-21. (Maurina)

Suggested Action:

Budget for 20-21 PID assessment.

Attachments:

[PID Budget.pdf](#)

[The Colony - PID # 1 SAP Preliminary -Fiscal Year 2020-21.pdf](#)

**The Colony/Grandscape PID #1
Service Plan 2020/2021**

Enhanced Police services	225,794.96
Enhanced Development services	436,057.70
Traffic Management staff	41,960.22
Contract Services	355,600.00
Electricity	160,000.00
Telephone	500.00
Water	170,000.00
Equipment Rental	-
NTGWCD Fees	1,000.00
Street Maintenance	96,000.00
Right of Way Maintenance	16,000.00
Traffic & Sign Maintenance	80,000.00
Lake Maintenance	23,000.00
Other Equipment Maintenance	10,000.00
Total Operating Costs	1,615,912.88
90 days	398,444.27
Beginning Fund Balance	(402,176.00)
Remainder of Budget to be Assessed	1,612,181.15
Directly Assessed Enhanced Development Services	60,245.00
Assessment	1,672,426.15

TIRZ ONE PID
Revenue & Expenditure Projections
Fiscal Year 2020-2021

	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2020-2021 Budget
REVENUES				
Assessment	1,531,455	1,500,580	1,279,829	1,672,426
Interest Income	81,604	157,693	-	-
Misc	25,000	26,128	-	-
TOTAL REVENUES	1,638,059	1,684,401	1,279,829	1,672,426
EXPENDITURES				
Personnel Services	589,063	399,679	614,360	703,813
Contractual Services	590,738	741,411	704,350	686,100
Supplies	25,993	4,980	1,600	1,000
Maintenance & Utility	44,481	342,063	225,000	225,000
Inspections	42,024	5,873	-	-
Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	1,292,299	1,494,006	1,545,310	1,615,913
ADDED ENHANCEMENT SERVICES - INSPECTIONS	-	-	81,691	60,245
EXCESS (DEFICIENCY)	345,760	190,395	(347,172)	(3,732)
BEGINNING FUND BALANCE	213,193	558,953	749,348	402,176
ENDING FUND BALANCE	558,953	749,348	402,176	398,444

City of The Colony Public Improvement District No. 1
2020/2021 Annual Preliminary Service and Assessment
Plan

August 18th, 2020

SECTION 1 **INTRODUCTION**

Capitalized terms used in this "City of The Colony Public Improvement District No. 1 Service and Assessment Plan" (this "Service and Assessment Plan") shall have the meanings set forth in Section 2. Unless otherwise defined, all references to "Section" mean a section of this Service and Assessment Plan, and all references to "Exhibit" mean an exhibit to this Service and Assessment Plan.

1.1 On October 8, 2012, the City Council of the City of The Colony, Texas (the "City Council" and the "City") passed and approved Resolution No. 2012-073 creating The Colony Public Improvement District No. 1 (the "District") pursuant to Chapter 372, Texas Local Government Code, as amended (the "Act"). The District includes within its boundaries approximately 439.12 contiguous acres located within the corporate limits of the City south of and adjacent to the Sam Rayburn Tollway (State Highway 121), north of and adjacent to Plano Parkway, and west of Spring Creek Parkway, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit A-1** (the "Property").

1.2 Portions of the Property are currently undeveloped, while other portions are under development or fully developed. The portion of the Property described as Grandscape Addition Lot 1/Block A consisting of 81.99 acres and identified as Denton Central Appraisal District ("Denton CAD") Tax Parcel No. 657618, and the portion of the Property described as Grandscape Additional Lot 2/Block A consisting of 25.48 acres and identified by Denton CAD Tax Parcel No. 657619 (collectively, the "Facility Property") is developed with a mixed-use facility which includes approximately 1,280,000 square feet for warehouse and distribution uses, approximately 25,000 square feet for a regional corporate headquarters, approximately 546,000 square feet for retail sales to the general public and surface and structured parking (collectively, the "Facility"). The portion of the property described as Grandscape Addition, Phase II, Lot 2/Block D consisting of approximately 16.421 acres and identified as Denton CAD Tax Parcels Nos. 704831, 704832, 704833, 704834, and 704835 (the "Waterfront Property") will be developed with a boardwalk and related amenities (the "Waterfront"). Portions of the Property will be developed with additional mixed-use facilities including, but not limited to, entertainment, tourism, recreation, and convention facilities that will attract tourists, visitors, and shoppers from a wide geographic region, and hotels, retail stores, concessions, restaurants, and other facilities related to the entertainment, tourism, recreation, and convention uses (collectively, the "Related Development"). The portions of the Related Development currently under development include the following: the portion of the Property described as (1) Grandscape Addition, Phase II, Lot 6/Block A consisting of 2.015 acres and identified as Denton CAD Tax Parcel No. 649990; (2) Grandscape Addition, Phase II, Lot 7/Block A consisting of 2.105 acres and identified as Denton CAD Tax Parcel No. 649991; (3) Grandscape Addition, Phase II, Lot 8/Block A consisting of 2.944 acres and identified as Denton CAD Tax Parcel No. 653843; (4) Grandscape Addition, Phase II, Lot 9/Block A consisting of 2.683 acres and

identified as Denton CAD Tax Parcel No. 653844; (5) Grandscape Addition Phase II, Lot 2R/Block B consisting of 1.903 acres and identified as Denton CAD Tax Parcel No. 692387; (6) Grandscape Addition Phase II, Lot 3R-X/Block B consisting of .301 acres and identified as Denton CAD Tax Parcel No. 692388; (7) Grandscape Addition Phase II, Lot 1/Block B consisting of 3.386 acres and identified as Denton CAD Tax Parcel No. 674231; (8) Grandscape Addition Phase II, Lot 1R/Block J consisting of 2.931 acres and identified as Denton DCAD Property ID No. 674422; (9) Grandscape Addition Phase II Lot 3X/Block J consisting of .204 acres and identified as Denton CAD Tax Parcel No. 692380; (10) Grandscape Addition Phase II, Lot 1(S pt)/Block H consisting of 7.241 acres and identified as Denton DCAD Property ID No. 694201; (11) Grandscape Addition Phase II, Lot 1I/Block H consisting of .15 acres and identified as Denton CAD Property ID No. 694202; (12) Grandscape Addition Phase II, Lot 7A(9)/Block H consisting of 1.16 acres and identified as Denton CAD Property ID No. 694203; (13) Grandscape Addition Phase II, Lot 3(SE PT)/Block A consisting of 86.502 acres as identified as Denton CAD Property ID No. 701060; (14) Grandscape Addition Phase II, Lot 3/Block A; (collectively 1.2(1)-(14) are, the "Related Development Property"). Other portions of the Property will be developed with public improvements required to serve the Facility (the "Facility Public Improvements"); public improvements required to serve the Waterfront (the "Waterfront Public Improvements"); and public improvements required to serve the Related Development (the "Related Development Public Improvements", and referred to collectively with the Facility Public Improvements and the Waterfront Public Improvements as the "Public Improvements").

1.3 The Public Improvements, and portions of the Property on which the Public Improvements are constructed, will remain owned by the City.

1.4 It is contemplated that the Public Improvements will be constructed by or on behalf of the City using, in part, Assessment Revenue.

1.5 Assessment Revenue from any Assessment against all or any portion of the Property will be collected in lump sum with 30 days of the levy of the assessment or with the annual property tax collection and deposited into a segregated operating account (the "PID Operating Account for Annual Assessments") created and controlled by the City. Interest earned on the PID Operating Account for Annual Assessments shall be added to and become part of the PID Operating Account for Annual Assessments. The PID Operating Account created pursuant to Ordinance No. 2013-1992 shall be renamed "PID Operating Account for Pledged Revenues." All Assessment Revenue from any Assessment levied pursuant to Ordinance No. 2013-1992 shall be deposited into the PID Operating Account for Pledged Revenues and transferred from that account, if at all, consistent with the requirements of Ordinance No. 2013-1992. All Assessment Revenue from any Assessment levied on an annual basis shall be deposited into the PID Operating Account for Annual Assessments and used solely for the purposes determined by the City Council at the time the Assessments are levied.

1.6 The Facility Public Improvements fall into the following categories: (1) traffic management system; (2) enhanced police services; (3) enhanced development services; (4) street

and roadway improvements, including pavement repair and striping, maintenance of street lighting, installation and maintenance of traffic signalization and signage, and maintenance of landscaping within public rights-of-way; and (5) lake maintenance. The Waterfront Public Improvements fall into the following categories: (1) enhanced development services; (2) street and roadway improvements, including pavement repair and striping, maintenance of street lighting, installation and maintenance of traffic signalization and signage, and maintenance of landscaping within public rights-of-way; and(3) lake maintenance. The Related Development Public Improvements fall into the following categories: (1) enhanced development services; (2) street and roadway improvements, including pavement repair and striping, maintenance of street lighting, installation and maintenance of traffic signalization and signage, and maintenance of landscaping within public rights-of-way; and (3) lake maintenance. The Public Improvements are more particularly described in the report titled **PUBLIC IMPROVEMENTS REPORT, The City of The Colony Public Improvement District No. 1, The Colony, Texas**, dated August 18th 2020, prepared by Executive Business Liaison Jeremie Maurina (the "Official Report"), a copy of which report is attached as **Exhibit B**.

1.7 The costs for the Public Improvements are estimated in the Official Report. The total cost of the Facility Public Improvements is estimated to be \$864,032.76 (the "Facility Public Improvements Cost") as shown on **Exhibit B**. The total cost of the Waterfront Public Improvements is estimated to be \$91,103.36 (the "Waterfront Public Improvements Cost") as shown on **Exhibit B**. The total cost of the Related Development Public Improvements is estimated to be \$660,776.76 (the "Related Development Public Improvements Cost") as shown on **Exhibit B**. The individual line item costs shown in the Official Report and on **Exhibit B** for each category of improvements are estimates and may vary item-to-item so long as the cost of all Public Improvements do not exceed \$1,615,912.88. The Facility Public Improvements Cost, the Waterfront Public Improvement Cost and the Related Development Public Improvements Cost are sometime referred to collectively as the "Public Improvements Cost." A reconciliation of the 2019-20 Public Improvement Costs yielded a \$402,176.00 surplus. To provide operations funding during the lag period between the budget commencement and the annual assessment collection \$398,44.27 (90 days of operating costs) was allocated to a "Pre-paid Expense" line item. An additional \$60,245.00 is being added to the total assessment to recover costs from parcel specific Enhanced Development Services described in Exhibit D. The total sum of the Public Improvement Costs, The 90 Days of operating costs, and the parcel specific Enhanced Developmental services brings the overall assessment to \$2,074,602.15. The surplus of \$402,176.00 was allocated proportionately to reduce the 2020-21 Assessment from \$2,074,602.15 to \$1,672,426.15

1.8 The Act governs the process by which the Public Improvements Cost is allocated to and assessed against the Property. This process requires the preparation of an ongoing service plan (a "Service Plan"), an assessment plan (an "Assessment Plan"), and an assessment roll (an "Assessment Roll").

1.9 The Act requires the preparation, and the presentment to and review and approval by the City Council, of a Service Plan covering a period of at least five years and defining the annual indebtedness and projected costs of the Public Improvements. The Service Plan must be reviewed and updated at least annually to determine the annual budget for the Public Improvements. The Service Plan is contained in Section 3.

1.10 The Act requires the Service Plan to include an Assessment Plan. The Assessment Plan assesses the Public Improvements Cost against the Property on the basis of the special benefits conferred upon the Property by the Public Improvements. The Public Improvements Cost may be assessed in any manner that results in imposing equal shares of the cost on Parcels similarly benefited. The special benefit of the Public Improvements is being apportioned by this Service and Assessment Plan to the Property in the amount of the Public Improvements Cost. The Assessment Plan is contained in Section 4.

1.11 The Act requires the preparation of an Assessment Roll after the total Public Improvements Cost has been determined. The Assessment Roll must state the assessment against each Parcel determined by the method of assessment chosen by the City Council in the Assessment Plan. The assessment against a Parcel must be sufficient to pay the share of the Public Improvements Cost allocated to the Parcel and cannot exceed the special benefit conferred upon the Parcel. The Assessment Roll is contained in Section 5.

SECTION 2 **DEFINITIONS**

"Act" is defined in Section 1.1

"Administrator" means any person or entity designated by the City Council to perform the obligations of the Administrator under this Service and Assessment Plan.

"Assessment" means, for a Parcel, the portion of the Public Improvements Cost allocated to and assessed against the Parcel based on the special benefit conferred on the Parcel by the Public Improvements.

"Assessment Plan" is defined in Section 1.8.

"Assessment Roll" is defined in Section 1.8.

"Assessment Revenue" means the revenues received by the City from the payment of Assessments.

"Waterfront" is defined in Section 1.2.

"Waterfront Property" is defined in Section 1.2.

"Waterfront Public Improvements" are defined in Section 1.2.

"Waterfront Public Improvements Cost" is defined in Section 1.7.

"City" is defined in Section 1.1.

"City Council" is defined in Section 1.1.

"Denton CAD" is defined in Section 1.2.

"District" is defined in Section 1.1.

"Facility" is defined in Section 1.2.

"Facility Property" is defined in Section 1.2.

"Facility Public Improvements" are defined in Section 1.2.

"Facility Public Improvements Cost" is defined in Section 1.7.

"Official Report" is defined in Section 1.6.

"Parcel" means a parcel or tract of land within the District that is identified by (i) a metes and bounds description, (ii) a tax map identification number assigned by Denton CAD for real property tax purposes, or (iii) a lot and block number shown on a final subdivision plat recorded in the real property records of Denton County, Texas.

"PID Operating Account for Pledged Revenues" is defined in Section 1.5.

"PID Operating Account for Annual Assessments" is defined in Section 1.5.

"Property" is defined in Section 1.1.

"Public Improvements" are defined in Section 1.2.

"Public Improvements Cost" is defined in Section 1.7.

"Related Development" is defined in Section 1.2.

"Related Development Property" is defined in Section 1.2.

"Related Development Public Improvements" are defined in Section 1.2.

"Related Development Public Improvements Cost" is defined in Section 1.7.

"Service and Assessment Plan" means this City of The Colony Public Improvement District No. 1, Service and Assessment Plan, dated February 7, 2013, as amended and updated, and this Annual Service and Assessment Plan.

"Service Plan" is defined in Section 1.8.

"Service Plan Update" is defined in Section 3.1.

"Special Benefits Report" is defined in Section 4.3.

SECTION 3 **SERVICE PLAN**

3.1 This Section 3 is the Service Plan for the District. This Service Plan covers a period of at least five years beginning with calendar year 2020 and defines the projected cost and annual indebtedness for the Public Improvements. The Service Plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for the Public Improvements (each such update, a "Service Plan Update").

3.2 The projected Public Improvements Cost is \$1,615,912.88, and for the next five years such cost is allocated as shown on **Exhibit C**.

3.3 The principal amount of any Assessment may be reduced but not increased.

SECTION 4 **ASSESSMENT PLAN**

4.1 **Method of Assessment**. This Section 4 is the Assessment Plan for the District. This Assessment Plan assesses the Public Improvements Cost against the Property on the basis of the special benefits conferred on the Property by the Public Improvements. The Act provides that the Public Improvements Cost may be assessed equally per front foot or square foot (with or without regard to the value of improvements constructed on the land) or in any other manner that results in imposing equal shares of the cost on property similarly benefited.

4.2 **Best and Highest Use**. Based on: (i) the size and location of the Property within the corporate limits of the City; (ii) the lack of public infrastructure to serve development of the Property; (iii) the proximity of the Property to public roadways and water and sewer facilities; (iv) the proximity of the Property to population and employment centers; (v) the scope and economic impact of the Facility, the Waterfront and the Related Development on the City, Denton County; and the north Texas region; (vi) existing and projected land uses in the vicinity of the Property; (vii) projected growth in the greater Dallas metropolitan area and, in particular, along the State Highway 121 corridor; and (viii) the quality of the proposed development within the Property, the City Council has determined that: (A) the best and highest use of the Property is

for the development of the Facility, the Waterfront, and the Related Development; (B) achieving the best and highest use of the Property requires the Public Improvements; (C) without the Public Improvements the Property will not be developed to its best and highest use; (D) the establishment of the District provides an effective means of funding the Public Improvements to achieve the best and highest use for the Property without financial burden to the City; and (E) the Public Improvements will promote the interests of the City and confer a special benefit on the Property.

4.3 Public Improvements Cost. The City Council has received, reviewed, and approved that certain *SPECIAL BENEFITS REPORT, The City of The Colony Public Improvement District No. 1, The Colony, Texas* dated August 18th, 2020 prepared by Executive Business Liaison Jeremie Maurina, a copy of which is attached as **Exhibit D** (the "Special Benefits Report"). The individual line item costs shown in the Special Benefits Report and on **Exhibit D-1** for each category of improvements are estimates and may vary item-to-item so long as the Public Improvements Cost does not exceed **\$1,615,912.88**

4.4 Adjustment of Assessments. The Assessments described in this Article IV are based on estimates of the Public Improvements Cost as set forth in the Official Report and additional parcel specific Enhanced Development Services. If the actual cost of the Public Improvements is less than the estimates, the Assessments shall be reduced as determined by the Administrator and approved by the City Council in a Service Plan Update.

4.5 Subdivision; Change to Tax Exempt.

4.5.1 Upon Subdivision. If the Property is subdivided, the Assessment against the property will be reallocated among the subdivided Parcels on a per-acre basis as determined by the Administrator and reflected in a Service Plan Update approved by the City Council after a public hearing for which notice addressed to "Property Owner" has been mailed, regular mail, to the current address of the owner of the property being subdivided as reflected on the tax rolls.

4.5.2 Upon Becoming Tax Exempt. If any portion of the Property becomes exempt from the payment of ad valorem taxes, the owner of such portion shall pay to the City the unpaid principal amount of the Assessment allocated (on a per-acre basis) to such portion of the Property.

4.6 Assessment Payments. The Assessment against the Property shall be due and payable to the City within 30 days of the levy of the Assessment unless billed with the annual property tax collection in which case payments are due and payable as provided on the tax statement.

4.7 PID Operating Account. Assessment Revenue from the collection of any Assessment against the Property will be deposited by the City into the PID Operating Account for Annual Assessments.

4.8 Reduction of Assessment Against the Property. The Assessment against the Property (and the corresponding assessment lien) shall be reduced by the sum of all amounts by which the Public Improvement Costs are reduced.

4.9 Security for Payment. All payments due in accordance with this Service and Assessment Plan shall be treated the same with respect to the liens created to secure payment and the rights of the City, including foreclosure, in the event of delinquencies. Any foreclosure sale of a Parcel for nonpayment of any such amounts shall be subject to a continuing lien for the remaining unpaid amounts in accordance with state law. All assessment liens created pursuant to Ordinance No. 2013-1992 are superior to any lien created hereby.

4.10 Release of Lien. When an Assessment has been paid in full, the Administrator shall notify the City, and the City shall execute a release, in recordable form, evidencing full payment of the Assessment and the unconditional release of the lien securing payment of the Assessment. All releases shall be reflected in a Service Plan Update.

4.11 Findings and Determinations. The findings and determinations by the City Council set forth in this Service and Assessment Plan are based on: (i) the Official Report; (ii) the Special Benefits Report; (iii) evidence and testimony presented to the City Council; and (iv) information made available to the City Council. The City Council has relied on the information contained in the Official Report, Special Benefits Report, evidence, and testimony in the preparation and approval of this Service and Assessment Plan and the allocation of the Public Improvements Cost to the Property. Such findings and determinations represent the discretionary exercise by the City Council of its legislative and governmental authority and power, and such findings and determinations are conclusive and binding on the current and future owners of the Property.

SECTION 5 **ASSESSMENT ROLL**

This Section 5 is the Assessment Roll for the District. The Assessment Roll is set forth on **Exhibit E** and includes each Parcel against which an assessment should be levied in the amount shown on **Exhibit E** which is the portion of the Public Improvements Cost that the City Council has determined confers a special benefit on the Property.

SECTION 6 **ADDITIONAL PROVISIONS**

6.1 Severability. The provisions of this Service and Assessment Plan are intended to be severable. In the event any provision of this Service and Assessment Plan, or the application thereof to any person or circumstance, is held or determined to be invalid, illegal, or unenforceable, and if such invalidity, unenforceability, or illegality does not cause substantial deviation from the underlying intent of the City Council as expressed in this Service and

Assessment Plan, then such provision shall be deemed severed from this Service and Assessment Plan with respect to such person, entity, or circumstance without invalidating the remainder of this Service and Assessment Plan or the application of such provision to other persons, entities, or circumstances.

6.2 Exhibits. The following exhibits are part of this Service and Assessment Plan:

- Exhibit A Legal Description of the Property
- Exhibit A-1 Depiction of the Property
- Exhibit B Official Report - Public Improvements Cost
- Exhibit C Service Plan: Five-Year Projection of Public Improvements Costs
- Exhibit D Special Benefits Report
- Exhibit D-1 Facility Public Improvements Cost – Special Benefit Analysis
- Exhibit E Assessment Roll

Exhibit A
Legal Description of the Property (439.12 Acres)

Being a 439.12 acre tract of land situated in the B.B.B & C.R.R. Survey, Abstract No. 173, B.B.B. & C. Survey, Abstract No. 174, Thomas A. West Survey, Abstract No. 1344, and the M.D.T. Hallmark Survey, Abstract No. 570, Denton County, Texas, and being all of a tract of land conveyed by deed to 121 Acquisition Company, LLC., as recorded in Instrument No. 2011-114773, 2011-121444, and 2011-112195, Deed Records, Denton County, Texas, and a portion of Plano Parkway and a portion of Burlington Northern Railroad tract, and being more particularly described as follows:

BEGINNING at a found TxDOT monument, said point being the northwest corner of said 121 Acquisition Company, LLC tract and being in the south right-of-way line of State Highway 121 (having a variable width R.O.W.);

THENCE North 63°32'06" East, along said south right-of-way line, a distance of 130.52 feet to a point for corner;

THENCE North 60°22'33" East, continuing along said south right-of-way line, a distance of 80.86 feet to a point for corner;

THENCE South 29°13'03" East, continuing along said south right-of-way line, a distance of 50.00 feet to a point for corner;

THENCE North 60°47'38" East, continuing along said south right-of-way line, a distance of 219.64 feet to a point for corner, said point being in the west right-of-way line of Plano Parkway (100 ft R.O.W.);

THENCE North 50°53'35" East, leaving said south right-of-way line, and leaving said west right-of-way line, a distance of 100.00 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 950.00 feet and a central angle of 1°26'54" and a long chord which bears North 38°22'58" West, 24.01 feet, said point being in the east right-of-way line of said Plano Parkway;

THENCE along said east right-of-way line, and along said non-tangent curve to the right an arc distance of 24.01 feet to a point for corner, said point being the most southerly point of a corner-clip of the intersection of said east right-of-way line of Plano Parkway and the south right-of-way line of said State highway 121;

THENCE North 08°46'31" East, along said corner-clip, a distance of 26.03 feet to a point for corner, said point being in the south right-of-way line of said State highway 121;

Exhibit A
Legal Description of the Property (439.12 Acres)

THENCE North 60°47'38" East, along said south right-of-way line, a distance of 203.71 feet to a point for corner;

THENCE North 58°17'36" East, continuing along said south right-of-way line, a distance of 252.11 feet to a point for corner;

THENCE North 55°47'40" East, continuing along said south right-of-way line, a distance of 105.11 feet to a point for corner;

THENCE North 58°17'42" East, continuing along said south right-of-way line, a distance of 248.62 feet to a point for corner;

THENCE North 60°47'38" East, continuing along said south right-of-way line, a distance of 263.85 feet to a point for corner;

THENCE North 76°30'51" East, continuing along said south right-of-way line, a distance of 92.27 feet to a point for corner;

THENCE North 65°56'12" East, continuing along said south right-of-way line, a distance of 100.40 feet to a point for corner;

THENCE North 64°13'39" East, continuing along said south right-of-way line, a distance of 100.18 feet to a point for corner;

THENCE North 60°16'36" East, continuing along said south right-of-way line, a distance of 39.88 feet to a point for corner;

THENCE South 74°12'01" East, continuing along said south right-of-way line, a distance of 70.70 feet to a point for corner;

THENCE North 60°47'38" East, continuing along said south right-of-way line, a distance of 64.12 feet to a point for corner;

THENCE North 15°47'17" East, continuing along said south right-of-way line, a distance of 73.27 feet to a point for corner;

THENCE North 59°04'32" East, continuing along said south right-of-way line, a distance of 94.25 feet to a point for corner;

THENCE North 55°39'04" East, continuing along said south right-of-way line, a distance of

Exhibit A
Legal Description of the Property (439.12 Acres)

100.40 feet to a point for corner;

THENCE North 47°37'54" East, continuing along said south right-of-way line, a distance of 114.18 feet to a point for corner;

THENCE North 60°47'38" East, continuing along said south right-of-way line, a distance of 3800.00 feet to a point for corner;

THENCE North 65°20'10" East, continuing along said south right-of-way line, a distance of 189.41 feet to a point for corner;

THENCE North 61°56'23" East, continuing along said south right-of-way line, a distance of 100.02 feet to a point for corner;

THENCE North 63°39'23" East, continuing along said south right-of-way line, a distance of 100.12 feet to a point for corner;

THENCE North 64°47'53" East, continuing along said south right-of-way line, a distance of 100.24 feet to a point for corner;

THENCE North 66°30'16" East, continuing along said south right-of-way line, a distance of 201.00 feet to a point for corner;

THENCE North 65°56'12" East, continuing along said south right-of-way line, a distance of 100.40 feet to a point for corner;

THENCE North 66°30'16" East, continuing along said south right-of-way line, a distance of 100.50 feet to a point for corner;

THENCE North 63°05'04" East, continuing along said south right-of-way line, a distance of 100.08 feet to a point for corner;

THENCE North 64°13'39" East, continuing along said south right-of-way line, a distance of 100.18 feet to a point for corner;

THENCE North 83°05'27" East, continuing along said south right-of-way line, a distance of 69.58 feet to a point for corner;

THENCE North 60°39'18" East, continuing along said south right-of-way line, a distance of 33.81 feet to a point for corner, said point being in the west right-of-way line of Burlington

Exhibit A
Legal Description of the Property (439.12 Acres)

Northern Railroad (having a variable width R.O.W.);

THENCE North 60°38'52" East, leaving said west right-of-way line, a distance of 107.30 feet to a point for corner, said point being in the east right-of-way line of said Burlington Northern Railroad;

THENCE North 60°45'58" East, leaving said east right-of-way line, continuing along said south right-of-way line of State Highway 121, a distance of 254.35 feet to a point for corner;

THENCE North 63°19'02" East, continuing along said south right-of-way line, a distance of 585.96 feet to a point for corner;

THENCE North 60°52'09" East, continuing along said south right-of-way line, a distance of 369.37 feet to a point for corner, said point being in the west right-of-way line of West Spring Creek Parkway (having a 160 ft R.O.W.);

THENCE South 29°24'43" East, leaving said south right-of-way line, and along said west right-of-way line, a distance of 265.52 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 970.00 feet and a central angle of 29°13'42", and a long chord which bears South 14°53'13" East, 489.48 feet;

THENCE continuing along said west right-of-way line, and along said non-tangent curve to the right an arc distance of 494.83 feet to a point for corner;

THENCE South 00°22'42" East, continuing along said west right-of-way line, a distance of 476.17 feet to a point for corner;

THENCE South 00°23'35" East, continuing along said west right-of-way line, a distance of 864.92 feet to a point for corner, said point being in the north line of Kings Ridge Addition, Phase Three, as recorded in Cabinet X, Page 450, Plat Records, Denton County, Texas;

THENCE South 89°40'20" West, leaving said west right-of-way line, and along said north line, a distance of 1199.93 feet to a point for corner, said point being in the east right-of-way line of said Burlington Northern Railroad;

THENCE North 87°39'44" West, leaving said north line, leaving said east right-of-way line, a distance of 101.16 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 3703.75 feet and a central angle of 3°44'19" and a long chord which bears South 04°12'25" West, 241.62 feet, said point being in the west right-of-way line of said

Exhibit A
Legal Description of the Property (439.12 Acres)

Burlington Northern Railroad;

THENCE along said east right-of-way line, and along said non-tangent curve to the right an arc distance of 241.67 feet to a point for corner;

THENCE South 06°04'35" West, continuing along said east right-of-way line, a distance of 2524.64 feet to a point for corner;

THENCE North 83°17'00" West, continuing along said east right-of-way line, a distance of 190.16 feet to a point for corner;

THENCE South 00°51'51" East, continuing along said east right-of-way line, a distance of 970.10 feet to a point for corner;

THENCE South 89°03'50" West, continuing along said east right-of-way line, a distance of 31.06 feet to a point for corner;

THENCE South 01°14'37" East, continuing along said east right-of-way line, a distance of 447.78 feet to a point for corner;

THENCE North 87°06'22" West, leaving said east right-of-way line, a distance of 1240.48 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 1130.00 feet and a central angle of 103°16'58", and a long chord which bears North 38°43'34" West, 1772.16 feet, said point being in the east right-of-way line of said Plano Parkway;

THENCE along said east right-of-way line, and along said non-tangent curve to the left an arc distance of 2036.97 feet to a point for corner;

THENCE South 89°38'05" West, continuing along said east right-of-way line, a distance of 647.23 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 950.00 feet and a central angle of 40°05'36" and a long chord which bears North 70°19'29" West, 651.29 feet;

THENCE continuing along said east right-of-way line, and along said non-tangent curve to the right an arc distance of 664.77 feet to a point for corner, for the beginning of a reverse curve to the left having a radius of 1050.00 feet and a central angle of 40°15'06" and a long chord which bears North 70°25'01" West, 722.57 feet;

THENCE continuing along said east right-of-way line, and along said curve to the left an arc distance of 737.65 feet to a point for corner;

Exhibit A
Legal Description of the Property (439.12 Acres)

THENCE South 89°31'25" West, continuing along said east right-of-way line, a distance of 623.83 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 950.00 feet, a central angle of 0°48'07", and a long chord which bears South 89°55'28" West, 13.21 feet;

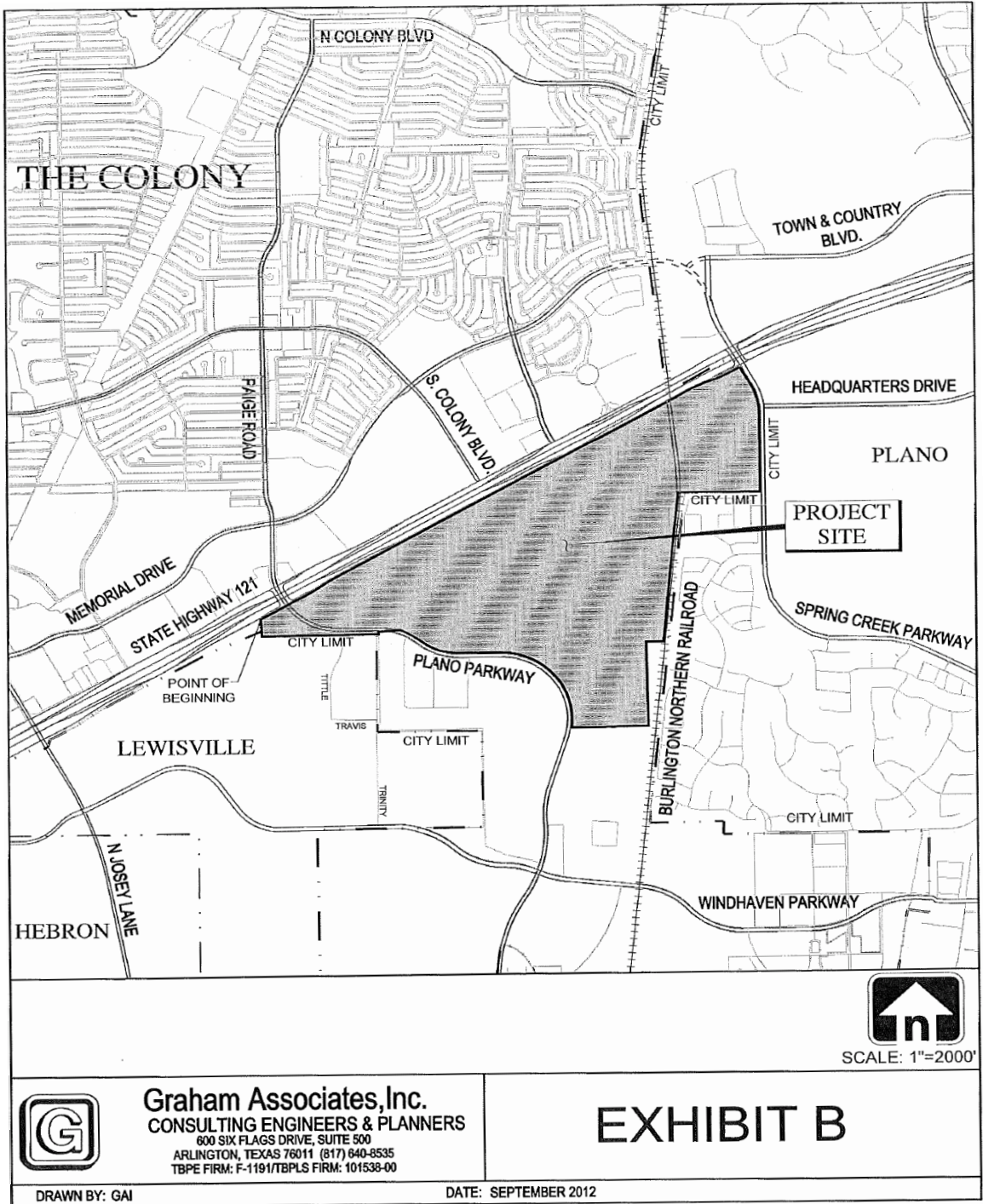
THENCE continuing along said east right-of-way line, along said curve to the right, an arc distance of 13.21 feet to a point for corner;

THENCE South 00°19'22" West, leaving said east right-of-way line, a distance of 100.00 feet to a point for corner, said point being in the west right-of-way line of said Plano Parkway;

THENCE South 89°58'40" West, leaving said west right-of-way line, a distance of 1210.45 feet to a point for corner;

THENCE North 00°25'18" West, a distance of 226.47 feet to the POINT OF BEGINNING and CONTAINING 19,128,279 square feet, 439.12 acres of land, more or less.

Exhibit A-1
Depiction of the Property



 **Graham Associates, Inc.**
CONSULTING ENGINEERS & PLANNERS
800 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

EXHIBIT B

DRAWN BY: GAI

DATE: SEPTEMBER 2012

Exhibit B
Official Report

PUBLIC IMPROVEMENTS REPORT

The City of The Colony Public Improvement District No. 1

The Colony, Texas

PREPARED BY:

Jeremie Maurina, Executive Business Liaison

DATED: August 18th, 2020

Exhibit B
Official Report - Public Improvements Cost

Public Improvements	Facility	Waterfront	Related Development	TOTALS
Traffic management system	\$41,960.22	\$0	\$0	\$41,960.22
Enhanced police services	\$225,794.96	\$0	\$0	\$225,794.96
Enhanced Development Services	\$192,864.26	\$29,467.12	\$213,726.33	\$436,057.70
Street and roadway improvements	\$393,240.64	\$60,081.99	\$435,777.37	\$889,100.00
Lake maintenance	\$10,172.69	\$1,554.25	\$11,273.06	\$23,000
TOTALS	\$864,032.76	\$91,103.36	\$660,776.76	\$1,615,912.88

Exhibit C
Service Plan: Five-Year Projection of Facility Public Improvements Cost

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$1,615,912.88	\$1,250,000.00	\$1,250,000.00	\$1,250,000.00	\$1,250,000.00

Exhibit D
Special Benefits Report

SPECIAL BENEFITS REPORT

The City of The Colony Public Improvement District No. 1

The Colony, Texas

PREPARED BY:

Jeremie Maurina, Executive Business Liaison

DATED: August 18th, 2020

The Facility is expected to generate eight million customers each year. Given the traffic and security needs of the Facility, above those provided as part of the City's basic municipal services, one hundred percent of the Public Improvements for the traffic management system/control equipment and one hundred percent of the enhanced police services are attributable to the Facility Property. The Facility Property is a single economic unit comprised of two tax parcels. The costs attributable the Public Improvements for the traffic management system and enhanced police services are allocated to the two tax parcels based on acreage.

During the development of the 2018-19 assessment, a series of Enhanced Development Services were identified that provided specific benefits to several individual parcels. Due to the nature of these services and the scope they cover, they are not easily forecasted for inclusion in a budget. Instead these costs will be reconciled annually and directly assessed to the parcels that benefitted starting with the 2019-20 assessment (See Exhibit E for final adjusted assessments). This provides a more accurate assessment and allows the costs of those services to be recovered from the properties that have directly benefited from them. The total of these services is \$60,245.00 for the 2020-21 assessment. A detailed use report of these Enhanced Development Services is available upon request.

The enhanced development services, lake maintenance, and the street and roadway Public Improvements are allocated on a per-acre basis to the Facility Property, the Waterfront Property and the Related Development Property such that the Facility Property is apportioned approximately 44.23 percent (107.47 Facility Property/242.985 total acres); the Waterfront Property is apportioned approximately 6.76 percent (16.421 Waterfront Property/242.985 total acres); and the Related Development Property is apportioned approximately 49.01 percent (119.095 Related Development Property/242.985 total acres).

Description of Public Improvements	Total Estimated Cost	Cost Allocated to Facility	Cost Allocated to Waterfront	Cost Allocated to Related Development
Traffic management system	\$41,960.22	\$41,960.22	\$0	\$0
Enhanced police services	\$225,794.96	\$225,794.96	\$0	\$0
Enhanced development services	\$436,057.70	\$192,864.26	\$29,467.12	\$213,726.33
Street and roadway improvement	\$889,100.00	\$393,240.64	\$60,081.99	\$435,777.37
Lake maintenance	\$23,000	\$10,172.69	\$1,554.25	\$11,273.06
TOTALS	\$1,615,912.88	\$864,032.76	\$91,103.36	\$660,776.76

Exhibit D-1
Public Improvements Cost – Special Benefit Analysis

Public Improvements	TOTALS	Special Benefit to Facility Property	Special Benefit to Waterfront Property	Special Benefit to Related Development Property
Traffic management system	\$41,960.22	100%	0%	0%
Enhanced police services	\$225,794.96	100%	0	0%
Enhanced development services	\$436,057.70	44.23%	6.76%	49.01%
Street and roadway improvements	\$889,100.00	44.23%	6.76%	49.01%
Lake maintenance	\$23,000.00	44.23%	6.76%	49.01%
TOTALS	\$1,615,912.88			

Exhibit E
Assessment Roll

Tax Parcel	Assessment
Facility Property (\$862,382.25)	
#657618 – 81.99 acres ~76.29%	\$657,920.54
#657619 – 25.48 acres ~23.71%	\$204,461.71
Waterfront Property (\$93,911.18)	
#704831 – 13.774 acres~83.89%	\$76,210.97
#704832 – 0.675 acres~4.11%	\$3,734.75
#704833 - .5062 acres ~3.08%	\$5,859.68
#704834 – 0.5748 acres ~3.50%	\$3181.45
#704835 – 0.89 acres ~ 5.42%	\$4,924.33
Related Development Property (\$716,132.72)	
#692390 – 2.015 acres ~ 1.69%	11,148.91
#692391 – 2.105 acres ~ 1.77%	\$ 11,646.88
#653843 – 2.944 acres ~ 2.47%	\$17,009.03
#653844 – 2.683 acres ~ 2.25%	\$14,844.93
#674231 – 3.386 acres ~ 2.84%	\$18,734.60
#692387 – 1.903 acres ~ 1.60%	\$ 10,529.22

Exhibit E
Assessment Roll

#692388 – 0.301 acres ~ 0.25%	\$1,665.42
#692379 – 2.931 acres ~2.46%	\$16,217.10
#692380 – 0.204 acres ~ 0.17%	\$ 1,128.72
#732382 – 8.551 acres ~ 7.18%	\$48,482.33
#701060 – 86.502 acres ~ 72.63%	\$519,131.99
#674218-3.645 acres ~3.06%	\$34,942.63
#692389-1.925 acres ~1.62%	\$10,650.95

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Mayra Sullivan

Submitting Department: City Secretary

Item Type: Miscellaneous

Agenda Section:

Subject:

- A. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation - Appeal of Brazos Electric Power Cooperative, Inc., PUC Docket No. 45175 and City of The Colony, Texas v. Brazos Electric Power Cooperative, Inc. matter, Cause No. 16-06424-16.
- B. Council shall convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code regarding 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).
- C. Council shall convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to the Texas Government Code to deliberate the evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

Suggested Action:

Attachments:

CITY COUNCIL Agenda Item Report

Meeting Date: August 18, 2020

Submitted by: Mayra Sullivan

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section:

Subject:

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

B. Any action as a result of executive session regarding commercial or financial information the city has received from a business prospect(s).

C. Any action as a result of executive session regarding the evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

Suggested Action:

Attachments: