CITY OF THE COLONY
CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 17, 2015
6:30 PM

TO ALL INTERESTED PERSONS:
Notice is hereby given of a **REGULAR SESSION** of the **CITY COUNCIL** of the City of The Colony, Texas to be held at **6:30 PM** on **Tuesday, November 17, 2015** at **CITY HALL, 6800 MAIN STREET, THE COLONY, TEXAS,** at which time the following items will be addressed:

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1.1. 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. Oaths of Office for Newly Elected City Council Members (City Secretary, Wilson)

1.6. Items of Community Interest

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

2.1. Discuss reducing the speed limit on Lebanon Road and the feasibility of adding golf cart lanes (Engineering, Scruggs)

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

3.0 CITIZEN INPUT

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.

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

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

4.1. Consider approving city council meeting minutes for October 20, 2015 (City Secretary, Wilson)

4.2. Consider approving council expenditures for the month of September 2015 (Council)

4.3. Consider approving a resolution casting the city's votes for David Terre to serve on the Denton Central Appraisal District Board of Directors for a two year term beginning January 1, 2016 (Council)

4.4. Consider approving a resolution authorizing the mayor to sign an interlocal agreement with Denton County for library services (Library, Sveinsson)

4.5. Consider a resolution approving an Amendment to the Bylaws of The Colony Economic Development Corporation (EDC, Samford)

4.6. Consider approving a resolution authorizing the city manager to execute an agreement with American Landscape Systems to provide various landscape management services for the Grandscape development with funding provided by the City of The Colony Public Improvement District No. 1 (Administration, Maurina)

4.7. Consider approving a resolution awarding a bid and authorizing the city manager to execute a contract for police department towing services (Police, Coulon)

4.8. Consider approving a resolution awarding a bid and authorizing the city manager to issue purchase orders for two (2) dump trucks for the Public Works Department with pricing available through the Cooperative Purchasing Agreement with Buyboard of Texas, with funding available from the 2015-2016 Fiscal Year budget (Public Works, Groeschel)

4.9. Consider approving a resolution awarding a bid and authorizing the city manager to issue purchase orders to H&H Concrete on Demand and Custom Crete for the annual purchase of concrete to include the option of three (3) additional one-year extensions (Public Works, Groeschel)

4.10. Consider approving a resolution authorizing the city manager to execute a contract amendment for Construction Materials Engineering and Testing Services for Phase 2 of the South Colony Boulevard Grade Separation at the Sam Rayburn Tollway/SH 121 (Engineering, Scruggs)

4.11. Consider approving a resolution authorizing the city manager to execute a contract for repair of Crawford Drive (Engineering, Scruggs)

5.0 REGULAR AGENDA ITEMS

5.1. Discuss and consider approving an ordinance authorizing the issuance of Certificates of Obligation, Series 2015; establishing procedures for the sale and delivery of bonds; levying an annual ad valorem tax for the payment of said bonds; and enacting other provisions relating to the subject; also refund approximately $14.6 million of 2005 & 2007 bonds (Finance, Cranford)

5.2. Discuss and consider approving a resolution awarding a bid and authorizing the city manager to execute a construction services contract, including the Alternate, for the Stewart Creek Wastewater Treatment Plant Expansion Project, Phase I (Public Works, Groeschel)

5.3. Discuss and consider approving a resolution authorizing the city manager to execute a contract amendment with Corollo Engineers, Inc. for engineering services during construction of the Stewart Creek Wastewater Treatment Plant Expansion Phase I (Public Works, Groeschel)

5.4. Conduct a public hearing, discuss and consider approving an ordinance amending Planned Development 18 and 23, (Ordinance No 2013-2023) known as the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West (Development Services, Joyce)

5.5. Conduct a public hearing, discuss and consider approving an ordinance amending Planned Development 25 or Grandscape Planned Development Ordinance, (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music (Development Services, Joyce)

5.6. Conduct a public hearing, discuss, and consider approving an ordinance amending Section 6-261 (j), Feather Signs, of Article XI, Signs, of Chapter 6 of the Code of Ordinances (Development Services, Joyce)

5.7. Discuss and consider a resolution authorizing the city manager to execute a maintenance agreement between the City of The Colony, Texas and the Creekside at Austin Waters Homeowners Association (the "HOA") for Austin Waters East Subdivision, Phases I and II (Development Services, Joyce)

5.8. Discuss and consider an ordinance approving a Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district (Development Services, Joyce)

5.9. Discuss and consider an ordinance approving a Development Plan for Lava Cantina, a 21,723 square foot restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive (Development Services, Joyce)

5.10. Discuss and consider an ordinance approving a Development Plan for a driveway accessing the City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway (Development Services, Joyce)

5.11. Discuss and consider an ordinance approving a Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district (Development Services, Joyce)

5.12. Discuss and consider an ordinance approving a Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district (Development Services, Joyce)

5.13. Discuss and consider an ordinance approving a Development Plan for Grandscape Boardwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding the Grandscape Boardwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive (Development Services, Joyce)

5.14. Discuss and consider an ordinance approving a Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way (Development Services, Joyce)

5.15. Discuss and consider an ordinance approving a site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street (Development Services, Joyce)

5.16. Discuss and consider a resolution authorizing the city manager to execute a contract amendment for Construction Materials Engineering and Testing Services for relocation of the City's utilities on FM 423 (Engineering, Scruggs)

5.17. Consider a contract amendment and incentive for opening the bridge in March 2015 with Austin Bridge & Road, L.P. for the South Colony Grade Separation at the Sam Rayburn Tollway/SH 121Tollway/SH 121, and ratifying a contract incentive for early completion (Engineering, Scruggs)

5.18. Discuss and consider a resolution authorizing the city manager to execute a service agreement with SPAN, Inc. for providing demand transportation services to residents and financial support for the Meals on Wheels program and approval of a related budget amendment ordinance (General Admin, Perez)

5.19. Discuss and consider cancelling or rescheduling the December 15, 2015 city council meeting and provide direction to staff (Council)

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 a contract with Atlantic Hotels.

B. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Court Judge.

6.2 Any action as a result of executive session items.

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 12th day of November, 2015.

Christie Wilson

Christie Wilson, TRMC, City Secretary

THE CITY OF THE COLONY
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TEXAS

AGENDA ITEM

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Oaths of Office for Newly Elected City Council Members

Background:

Purpose:
Mayor Joe McCourry, Councilmember Kirk Mikulec and Councilmember Richard Boyer were elected to another term of office on November 3rd. The new term will run until November 2018.

Issues:

Alternatives:

Recommendations:

Attachments:

AGENDA ITEM

Engineering

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss reducing the speed limit on Lebanon Road and the feasibility of adding golf cart lanes (Engineering, Scruggs)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

AGENDA ITEM

City Secretary

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Council to provide direction to staff regarding future agenda items (Council)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

AGENDA ITEM

City Secretary

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving city council meeting minutes for October 20, 2015 (City Secretary, Wilson)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
October 20, 2015 City Council Meeting Minutes

MINUTES OF COUNCIL REGULAR SESSION
HELD ON
OCTOBER 20, 2015

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:35 p.m. on the 20th day of October, 2015, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

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

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

1.0. ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1.1. Call to Order

1.2. Invocation- *Friendship Baptist Church*

1.3. Pledge of Allegiance to the United States Flag

1.4. Salute to the Texas Flag

1.5. 2015 Make A Difference Day Announcement – *Joe Perez announced this event to be held next Saturday at Bill Allen Park*.

1.6. Presentation Regarding Lovepacs Student Support Program (General Admin, Perez) – *Representatives from this organization gave an overview of their program*.

1.7. Items of Community Interest- *Councilmember Terre spoke about early voting currently underway, and the upcoming Job Fair scheduled for October 28th. Lastly Mr. Terre mentioned the passing of the founder of The Colony's local Half Marathon scheduled for next Saturday. City Manager Powell briefly mentioned that early next year the city will hold meetings for establishing long range plans for Public Safety.*

1.7.1. Receive presentation from Parks and Recreation regarding upcoming events and activities- *Lindsay Stanzell made the announcements.*

2.0. WORK SESSION

2.1. Discuss public information requests Quarterly Report as presented for council review (City Secretary, Wilson) *No discussion on this item.*

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2.2. Discuss route options for upcoming Parade of Lights on Saturday, December 5, 2015 (PARD, Swain) *David Swain provided council some options for the Christmas Parade route this year. It was decided to leave the route the same as in previous years and add additional signs for traffic control.*

2.3. Discuss and provide direction to staff regarding providing a discount for the 2016 season for Stewart Creek Park 2015 annual pass holders who purchased their passes prior to the 2015 flood and park closure (PARD, Nelson) *Parks Director Pam Nelson reviewed the background on this item. She proposed that the city possibly consider some type of compensation to season pass holders since they were unable to use the park this summer. Councilmember Schrag was not in favor of any sort of discount however several other council members spoke in favor of Pam's proposal. Pam will move forward on the proposed discounted passes for next but only for those who had passes prior to the park closure.*

2.4. Discuss Notification of Police Seized Fund Expenditure (Police, Coulon) *This item was pulled from the agenda and not discussed.*

2.5. Council to provide direction to staff regarding future agenda items (Council) *None*

CITIZEN INPUT

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

Students from the Lakeview Middle School Science Club invited council members to attend their upcoming event. Christi Martin announced Art Quest, an event for local artists currently underway and also the Job Fair. Bill Manning spoke expressing his support and appreciation for our city manager and city council. He read a prepared statement.

4.0. CONSENT AGENDA

4.1. Consider approving city council meeting minutes for October 6, 2015 (City Secretary, Wilson)

4.2. Consider approving council expenditures for the month of August 2015 (Council)

4.3. Consider accepting Donna McCright's resignation from the Board of Adjustment (Council)

4.4. Consider approving a budget amendment ordinance for employee insurance RFP in the amount of $37,500 (Human Resources, Wallican)

4.5. Consider approving a budget amendment ordinance of $31,800 in compliance with TCEQ order (Public Works, Groeschel)

4.6. Consider approving a resolution authorizing the city manager to issue a purchase order for the purchase of three (3) police vehicles from Holiday Chevrolet with pricing

available through the Tarrant County Cooperative Purchasing Agreement (Police, Chandler)

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

5.0. REGULAR AGENDA ITEMS

5.1. Discuss and consider approval of a Service Agreement for Demand Response Transit Service with SPAN (General Admin, Perez)

City Manager Troy Powell explained that this item is being presented to discuss potential funding for SPAN, due to the loss of federal funding for their operations in our city. Joe Perez presented some options that could be included in an agreement. Several council members expressed concern over the amount of funding being requested and asked for other options to be presented. In order not to interrupt service, the Mayor asked that Option 2 be brought back to the council for consideration on November 17th. (Option 2 includes trips to the Senior Center.)

5.2. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 19, Section 19-11(c) entitled "Same--In school traffic zones"; by setting speed limits for school zones in the Tribute area for Bankside near the intersection with Lebanon Road, Lebanon Road near the intersection with Stonefield and Bankside, Oxford near the intersection with Stonefield, and Stonefield near the intersection with Lebanon Road (Engineering, Scruggs)

Brant Shallenburger reviewed the locations this school zone will affect, including the proposed signage and school zone flashing lights.

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

6.0. EXECUTIVE SESSION was convened at 8:15 p.m.

6.1. A. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.

Open session was reconvened at 9:47 p.m.

B. Any action as a result of executive session.

Motion to approve a contract amendment as discussed in Executive Session- Boyer; second by Marks; motion passed with all ayes.

And with no further business to discuss the meeting was adjourned at 9:48 p.m.

APPROVED:

_____
Joe McCourry, Mayor
City of The Colony

ATTEST:

_____
Christie Wilson, TRMC
City Secretary

AGENDA ITEM

City Secretary

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving council expenditures for the month of September 2015 (Council)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Summary Memo, Financial Statement and Expenditures

Office of the
City Secretary

Memo

To: Members of the City Council

From: Christie Wilson, City Secretary

Date: October 23, 2015

Re: Council Expenditures for approval

Pursuant to your policy, below are charges from the month of September 2015 for your review and approval. Report is attached.

Mayor- data plan for IPad	30.50
Mayor cell phone-	119.68
Marks funeral arrangement	75.00
Food for council meetings	247.46
Total	$472.64

FINANCIAL STATEMENT
AS OF: SEPTEMBER 30TH, 2015

100-GENERAL FUND
623 - CITY COUNCIL
DEPARTMENT EXPENSES

ACCT #	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
61-PERSONNEL SERVICES							
623-6112	SALARIES, PART-TIME	8,652.00	2,100.00	8,400.00	97.09	0.00	252.00
623-6115	SOCIAL SECURITY TAXES	680.00	160.65	642.60	94.50	0.00	37.40
623-6118	UNIFORMS	200.00	0.00	0.00	0.00	0.00	200.00
623-6125	EDUCATION & TRAINING	500.00	0.00	0.00	0.00	0.00	500.00
623-6126	TRAVEL EXPENSE	2,400.00	0.00	785.86	32.74	0.00	1,614.14
TOTAL 61-PERSONNEL SERVICES		12,432.00	2,260.65	9,828.46	79.06	0.00	2,603.54
62-CONTRACTUAL SERVICES							
623-6235	PRINTING SERVICES	100.00	0.00	25.15	25.15	0.00	74.85
623-6244	TELEPHONE SERVICE	2,000.00	150.18	1,768.16	88.41	0.00	231.84
TOTAL 62-CONTRACTUAL SERVICES		2,100.00	150.18	1,793.31	85.40	0.00	306.69
63-SUPPLIES							
623-6312	COMPUTER SUPPLIES	0.00	0.00	449.00	0.00	0.00	(449.00)
623-6390	MISCELLANEOUS SUPPLIES	3,800.00	322.46	4,289.88	112.89	0.00	(489.88)
TOTAL 63-SUPPLIES		3,800.00	322.46	4,738.88	124.71	0.00	(938.88)
64-MAINTENANCE							
66-CAPITAL OUTLAY							
67-OVERHEAD ALLOCATION							
68-SUNDRY CHARGES							
623-6845	GENERAL GOVERNMENT	19,725.00	0.00	17,962.50	91.06	0.00	1,762.50
TOTAL 68-SUNDRY CHARGES		19,725.00	0.00	17,962.50	91.06	0.00	1,762.50
TOTAL 623 - CITY COUNCIL		38,057.00	2,733.29	34,323.15	90.19	0.00	3,733.85

FUND : 100-GENERAL FUND ACTIVE ACCOUNTS ONLY PERIOD TO USE: Sep-2015 THRU Sep-2015
DEPT : 23 CITY COUNCIL SUPPRESS ZEROS ACCOUNTS: 600-6000-0000 THRU 699-6999-9999

POST	DATE	TRAN #	REFERENCE	PACKET	DESCRIPTION	VEND	INV/PO/JE #	NOTE	AMOUNT	BALANCE
623-6112			SALARIES, PART-TIME							
					B E G I N N I N G B A L A N C E					6,300.00
9/21/15	9/22	P03082	PYEXP	00698	P/E 9/21/2015				2,100.00	8,400.00
			==========		SEPTEMBER ACTIVITY DB: 2,100.00 CR: 0.00				2,100.00	
623-6115			SOCIAL SECURITY TAXES							
					B E G I N N I N G B A L A N C E					481.95
9/25/15	9/23	A13284	CHK: 000000	09636	FICA DEDUCTIONS PAYABLE 161				130.20	612.15
					JPMORGAN CHASE BANK NA		INV# T3 PY92115	/PO#		
9/25/15	9/23	A13284	CHK: 000000	09636	MEDICARE DEDUCTIONS PAYA 161				30.45	642.60
					JPMORGAN CHASE BANK NA		INV# T4 PY92115	/PO#		
			==========		SEPTEMBER ACTIVITY DB: 160.65 CR: 0.00				160.65	
623-6244			TELEPHONE SERVICE							
					B E G I N N I N G B A L A N C E					1,617.98
9/07/15	9/30	B64590	Misc 000000	08609	AT&T DATA PLAN FOR IPAD		JE# 051189		30.50	1,648.48
9/18/15	9/30	A13687	CHK: 140829	09650	AT&T MOBILITY 114320				119.68	1,768.16
					AT&T MOBILITY		INV# 201509306940	/PO#		
			==========		SEPTEMBER ACTIVITY DB: 150.18 CR: 0.00				150.18	
623-6390			MISCELLANEOUS SUPPLIES							
					B E G I N N I N G B A L A N C E					3,967.42
9/07/15	9/30	B64590	Misc 000000	08609	SIMPLY BLESSED FLOWERS		JE# 051189		75.00	4,042.42
9/07/15	9/30	B64590	Misc 000000	08609	SUBWAY		JE# 051189		103.92	4,146.34
9/07/15	9/30	B64590	Misc 000000	08609	PIZZA HUT		JE# 051189		101.24	4,247.58
9/12/15	9/24	A13358	CHK: 140683	09639	THE KROGER COMPANY 111250				42.30	4,289.88
					THE KROGER COMPANY		INV# 0815192569	/PO#		
			==========		SEPTEMBER ACTIVITY DB: 322.46 CR: 0.00				322.46	

JPMorganChase

MEMO STATEMENT
THIS IS NOT A BILL

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

18452500 - 005875 - 0001 - 0001 - 2

ACCOUNT NUMBER

STATEMENT DATE 09-07-15

NET CHARGES $30.50

JOSEPH M MCCOURRY **N0002902
M0611 COTC COUNCIL
6800 MAIN STREET
THE COLONY TX 75056-1133

FOR RECONCILIATION PURPOSES ONLY. DO NOT SEND PAYMENT.

NAME: JOSEPH M MCCOURRY

CYCLE LIMIT: $3,000

ACCOUNTING CODE:

CARDHOLDER ACTIVITY

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-27	08-26	55480775238002196120471	AT&T DATA 08003310500 GA	30.50
			Total Miscellaneous Activity	**30.50**

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR LOST/STOLEN CARDS CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

ACCOUNT NUMBER

STATEMENT DATE:
09/07/15

ACCOUNT SUMMARY	
PURCHASES & OTHER CHARGES	30.50
CASH ADVANCES	.00
CREDITS	.00
CASH ADVANCE FEE	.00
NET CHARGES	**$30.50**
DISPUTE AMOUNT	.00

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

at&t

CITY OF THE COLONY
ATTN: CHRISTIE WILSON
6800 MAIN ST
THE COLONY, TX 75056-1133

Bill Cycle Date: 08/19/15 - 09/18/15
Account:
Foundation Account: FAN 02296560
Invoice: 287242020808X09262015

Visit us online at: **www.att.com/business**

Wireless Statement

Bill-At-A-Glance

Previous Balance	$119.05
Payment - 09/15 - Thank You!	$119.05CR
Adjustments	$0.00
Balance	$0.00
New Charges	$119.68
Total Amount Due	**$119.68**
Amount Due in Full by	Oct 13, 2015

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Mobile Share Value plans are for service only. Pricing includes monthly plan charge & monthly access charge per device. Up to 10 devices/plan. Restr's apply. Visit att.com/msv for plan details.

Service Summary

Service		Page	Total
Wireless			$119.68
469 999-3343	$119.68	2	
Total New Charges			**$119.68**

Manage Your Account:
Online: att.com/myatt
Mobile App: att.com/myattapp
Support: 800 331-0500 or 611 from your mobile device
TTY: 866 241-6567

For Important Information about your bill, please see the **News You Can Use** section (Page 3).

Wireless

Group 2 Usage Summary - Aug 19 thru Sep 18

FamilyTalk Nation 1400 with Rollover - Includes $9.99 Each Additional Line, 1,400 Shared Anytime Minutes with Rollover, Nationwide Long Distance & Roaming, Unlimited Mobile to Mobile calling to/from other AT&T Mobiles, Unlimited Night (9pm-6am) & Weekend calling, Call Forward Feature, Caller ID, Call Wait, Conference Call Feature, Mobile Purchases & Downloads Detail, Basic Voice Mail Feature, (Additional Minutes $0.40 each).

Family Messaging Unlimited with Mobile to Any Mobile Calling - Includes Unlimited domestic text, picture, video and instant messages and unlimited calling to/from any other domestic mobile phone.

	Plan Minutes	M2M Minutes
469 999-3343	98	314
Total	98	314

Rollover Minutes Summary

Last Month's Rollover Balance		14,501
Current Month Added to Rollover	+	1,302
Expired Rollover Minutes *	-	1,314
NEW ROLLOVER MINUTES BALANCE		**14,489**

** Unused Rollover Minutes expire after 12 bill periods.*

Return bottom portion with your check in the enclosed envelope.

Wireless Services provided by AT&T Mobility LLC

CITY OF THE COLONY
ATTN: CHRISTIE WILSON
6800 MAIN ST
THE COLONY, TX 75056-1133

Bill Cycle Date: 08/19/15 - 09/18/15
Account:
Foundation Account: FAN 02296560
Invoice: 287242020808X09262015

Visit us online at: **www.att.com/business**

Wireless - Continued

	Messages
469 999-3343	2
Total	2

469 999-3343
CITY OF THE COLONY

DataPro 2GB for iPhone - Includes 2 gigabytes of domestic data, $10 each additional 1 gigabyte of data, unlimited data on the AT&T Wi-Fi Basic Network, Visual Voicemail.

DataPro 2GB for iPhone on 4G LTE with Visual Voicemail - Includes 2 gigabytes of domestic data usage, $10 each additional 1 gigabyte of data usage. Unlimited data usage on the AT&T Wi-Fi Basic network. Video calling and Visual Voicemail available with compatible devices.

Monthly Charges - Aug 19 thru Sep 18

1. FamilyTalk Nation 1400 with Rollover	80.00
2. Family Messaging Unlimited with Mobile to Any Mobile Calling	30.00
3. National Account Discount	27.52CR
Total Monthly Charges	**82.48**

Other Charges and Credits

Account Activity

Removed 09/15

4. DataPro 2GB for iPhone	22.50
This plan is $25.00 per month. Removing this plan on 09/15 resulted in plan charges from 08/19 - 09/15. The qualifying National Account Discount is included in the Monthly Charges section.	

Added 09/15

5. DataPro 2GB for iPhone on 4G LTE with Visual Voicemail	3.33
This plan is $25.00 per month. Adding this plan on 09/15 resulted in the new plan rate being charged from 09/15 - 09/18. The qualifying National Account Discount is included in the Monthly Charges section.	
Total Account Activity	25.83

Other Charges and Credits - Continued

Voice Usage Summary

FamilyTalk Nation 1400 with Rollover	
Total Minutes Used	98
Plan Minutes	1,400
Mobile to Mobile Minutes	Unlimited
Minutes Used	0
Night & Weekend Minutes	Unlimited
Minutes Used	0
Unlimited Mobile to Any Mobile	Unlimited
Minutes Used	314

Data Usage Summary

Messaging Unlimited	Unlimited
Used	2
2GB DATA	
Plan MB	2,048
MB Used	126

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

2GB DATA	
Plan MB	2,048
MB Used	1

1 Gigabyte (GB) = 1024MB, 1 Megabyte (MB) = 1024KB

Wireless Equipment Charges

	Date	Description	
6.	09/03	PHO APL IPHONE 5S 16GB GRY Transaction: N098-Y-2525145 Product ID: 69400	0.00
7.	09/03	SIM VAR EMBEDDED DUMMY Transaction: N098-Y-2525145 Product ID: 73023	0.00
Total Wireless Equipment Charges			0.00

Surcharges and Other Fees

8. Federal Universal Service Charge	3.31
9. State Cost-Recovery Fee	0.29
10. Texas Universal Service	1.32
Total Surcharges and Other Fees	4.92

Government Fees and Taxes

11. 9-1-1 Service Fee	0.50
12. 911 Equalization Surcharge	0.06
13. TX State Sales Tax	0.01

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9/2/2015 3:38 PM
Store: 1 Sales Receipt #53197

Simply Blessed Flowers and Gifts
5757 Warren Pkwy Suite 150
Frisco, TX 75034
(214) 618-4994
www.simplyblessedflowers.com

Item #	Qty	Price	Ext Price
1930 Plant	1	65.00	65.00
822 Delivery Fee	1	10.00	10.00
		Subtotal:	75.00
Local Sales Tax		0 % Tax:	0.00
		RECEIPT TOTAL:	$75.00

Credit Card: 575.00
MasterCard

Mario Marks Service

Thanks for shopping with us! Have a blessed day!

53497

SIMPLY BLESSED F AND G
5757 WARREN PARKWAY 15
FRISCO, TX 75034
PHONE #(214) 618-4994

TERMINAL ID.: 70398482
MERCHANT #: 090015848707

MASTERCARD
XXXXXXXXXXXX4015 EXP:XX/XX KEYED CHP
MAIL ORDER SALE
BATCH: 008398 INV: 000013
Sep 02, 15 15:38
REF: 524520084036 AUTH: 047352
AVS: Y
V-CODE: N
TRAN SEQ #: 011828

TRANSACTION ID: 0902MEFU3P5I

EXACT MATCH

[redacted]

THANK YOU
HAVE A NICE DAY

CUSTOMER COPY

Christie Wilson

From: noreply-order@subway.com
Sent: Monday, August 17, 2015 10:08 AM
To: Christie Wilson
Subject: SUBWAY® Catering - Order Number #D8F76D16-41

Menu Find a Store

Order Number #D8F76D16-41

Thank you for placing your order with SUBWAY® Catering. The restaurant you have selected has received your order, and it will be ready at your specified date and time. If you have any questions or concerns, please call our Catering Call Center at 1-877-360-2283.

Enjoy the deliciousness.

Order Type: Pickup
Pickup: Tue, Aug 18 at 2:00 PM
Order Number: D8F76D16-41
Order Date: August 17, 2015

Restaurant
Store #: 4915
6805 Main St
Ste 140
The Colony, TX
75056, US

Contact Details
Name: Christie Wilson
Company: City of The Colony
Phone: 9726243106
Email: cwilson@thecolonytx.gov

Payment Status: Paid on Mon, Aug 17.
Payment Approval #: 622-223-856632 (paid $103.92 with Mastercard ***4015).

Special Instructions: Can we have a few bowls of other veg as side dishes? Pickles, black olives/red onion, cucumbers?

QTY	ITEM DESCRIPTION	PRICE	AMOUNT
1	**FLAVOR CRAVER™ Platter** • **Subway Club®:** • Variety of Breads, • White American,	**$40.00**	**$40.00**

- Lettuce,
- Tomatoes,
- Mayonnaise on the side,
- Mustard on the side.

- **Roast Beef:**
- Variety of Breads,
- No Cheese,
- Lettuce,
- Tomatoes,
- Cucumbers,
- Green Peppers,
- Red Onions,
- Mayonnaise on the side,
- Mustard on the side.

- **Spicy Italian:**
- Variety of Breads,
- No Cheese,
- Lettuce,
- Tomatoes,
- Cucumbers,
- Green Peppers,
- Red Onions,
- Mayonnaise on the side,
- Mustard on the side.

- **Italian B.M.T.®:**
- Variety of Breads,
- No Cheese,
- Lettuce,
- Tomatoes,
- Cucumbers,
- Green Peppers,
- Red Onions,
- Mayonnaise on the side,
- Mustard on the side.

- **Turkey & Ham:**
- Variety of Breads,
- No Cheese,
- Lettuce,
- Tomatoes,
- Cucumbers,
- Green Peppers,
- Red Onions,
- Mayonnaise on the side,
- Mustard on the side.

1	**CLASSIC COMBO Platter**	**$38.00**	**$38.00**

- Variety of Breads,
- White American,
- Lettuce,
- Tomatoes,

	• Mayonnaise on the side, • Mustard on the side.		
3	**Cookies by the dozen** • Assorted Selection.	**$6.00**	**$18.00**
		SUBTOTAL	**$96.00**
		8.25% Sales tax	**$7.92**
		TOTAL	**$103.92**
		PAID TO DATE	**$103.92**
		AMOUNT OUTSTANDING	**$0.00**

If you have any questions or concerns, you can get in touch with us by calling our Catering Call Center at 1-877-360-2283 or by emailing us at questions@subwaycatering.com.

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PIZZA HUT #744186
4750 S. Colony #104
The Colony, TX 75056
(972)370-1010

SALE

Server: ELSA
09/01/15
MC
**********4015
APPR CODE: 079193

Ticket #2
10:29AM

Invoice #2

AMOUNT: 101.24

TIP: _____

Total: _____

I agree to pay above total amount according to card issuer agreement.

Signature_____

Customer Copy

Driver Gratuity
Not Included

P OVER FOR A CHANCE TO WIN!

FLIP OVER FOR A CHANCE TO WIN!

FLIP OVER FOR A CHANCE

		Supreme	
03	1	Large	15.49
		Hand toss	
		Veg Lovr	
04	1	Large	11.84
		Hand toss	
		Cheese	
		Beef	
05	1	Large	11.84
		Hand toss	
		Cheese	
		Pepperoni	
06	1	Large	15.49
		Thin	
		Meat Lvr	
07	1	Large	15.49
		Thin	
		Supreme	
08	1	Large	
		Thin	
		Cheese	
		Pepperoni	
09	1	Large	
		Thin	
		Cheese	

COUPON :, HR, HR, H	24.97
Subtotal	98.49
Delivery Charge	2.75
SALES TAX	0.00
Balance Due	101.24

Amt Tendered
Credit Card 101.24
Amt Due 0.00

Taken at 10:30AM
Delivered by 05:00PM

Driver Gratuity
Not Included

FLIP OVER FOR A CHANCE TO WIN!

FLIP OVER FOR A CHANCE TO WIN!

FLIP OVER FO

Great food.
Low prices.

6805 N. MAIN
972-370-0889
YOUR CASHIER WAS Duncan

	NBSC COOKIES		5.99 F
	HRSHY HUGS		3.50 B
SC	**KROGER SAVINGS**	**0.50**	
1 @ 2/8.00			
	REESES PB CUP	PC	4.00 B
1 @ 2/8.00			
	HERSHEY MINIS	PC	4.00 B
	LFSVR PEPPMN	PC	2.99 B
	LFSVR PEPPMN	PC	2.99 B
	FRITO LAY MIX	PC	6.49 F
	MOTTS APPLE JUICE		3.29 F
	WELCH GRAPE DRNK		2.99 B
	SNACK TRAY		1.99 F
	SNACK TRAY		1.99 F
0.80 lb @ 0.49 /lb			
WT	BANANAS		0.39 F
	TAX		**1.69**
	****** BALANCE**		**42.30**

TX 75056
PRVT LABEL Purchase **********9004
REF#: 069760 TOTAL: 42.30

PRVT LABEL	**42.30**
CHANGE	0.00

TOTAL NUMBER OF ITEMS SOLD = 12

********** KROGER SAVINGS **********

KROGER SAVINGS	$ 0.50
TOTAL COUPONS	$ 0.50
TOTAL SAVINGS (1 %)	$ 0.50

********** KROGER SAVINGS **********

09/01/15 10:58am 879 7 18 127

You Saved $0.50
with our New
Low Prices.

AGENDA ITEM

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution casting the city's votes for David Terre to serve on the Denton Central Appraisal District Board of Directors for a two year term beginning January 1, 2016 (Council)

Background:
Historically, the City has cast all its votes for its nominee who in this case is David Terre. Councilmember Terre was elected to the board for 2014-15 and is currently serving.

Purpose:
The Denton Central Appraisal District requested that the city cast their votes by resolution for nominees for the Board of Directors. The 2015 Distribution of Votes reflects that the city has 64 votes.

Issues:

Alternatives:

Recommendations:
The city nominated Councilmember David Terre to serve on the board.

Attachments:
Letter from Appraisal District Regarding Nominations
Resolution

DENTON CENTRAL APPRAISAL DISTRICT

3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816

MEMO

TO: All Taxing Jurisdictions

FROM: Rudy Durham, Chief Appraiser

DATE: October 23, 2015

SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

Candidate	Nominating Jurisdiction
1. Scott Brown	Lewisville ISD
2. Rod Collver	City of Lake Dallas
3. Tina Curfman	City of Lake Dallas
4. Danny Everett	City of Lake Dallas
5. Kevin Falconer	City of Carrollton
6. Michelle French*	City of Lewisville
7. Robert Gallagher	Denton County
8. Matthew Haines	Town of Shady Shores
9. Mike Hassett	Lewisville ISD
10. Brenda Latham	Lewisville ISD, Town of Trophy Club, City of Lewisville
11. David Loerwald	Carrollton-Farmers Branch ISD
12. John Mahalik*	Town of Trophy Club, Frisco ISD
13. Phillip Marquez	City of Lake Dallas
14. Connie Smith	Lewisville ISD, Town of Trophy Club, City of Lewisville
15. Charles Stafford	Denton ISD, City of Denton, Town of Trophy Club, City of Lewisville
16. David Terre	City of Denton, Lewisville ISD, City of The Colony, Town of Trophy Club, City of Lewisville
17. Heath Winnett	City of Lake Dallas

*John Mahalik has indicated that he does not want to be reappointed to the Board of Directors and Michelle French has indicated that she prefers to remain an ex-officio member.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT
2015 DISTRIBUTION OF VOTES

JURISDICTIONS		2014 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	18,801,309.57	1.3458%	67
S02	AUBREY ISD	9,920,938.33	0.7101%	36
S03	CARROLLTON-FB ISD	40,023,899.89	2.8649%	142
S04	CELINA ISD	325,442.36	0.0233%	1
S05	DENTON ISD	183,021,464.42	13.1005%	654
S15	ERA ISD	2,643.48	0.0002%	1
S06	FRISCO ISD	92,760,421.77	6.6397%	332
S07	KRUM ISD	11,743,505.34	0.8406%	42
S08	LAKE DALLAS ISD	22,689,193.06	1.6241%	81
S09	LEWISVILLE ISD	401,041,125.00	28.7062%	1434
S10	LITTLE ELM ISD	36,337,787.05	2.6010%	130
S11	NORTHWEST ISD	82,343,878.92	5.8941%	294
S12	PILOT POINT ISD	6,386,745.62	0.4572%	23
S13	PONDER ISD	10,548,307.15	0.7550%	38
S17	PROSPER ISD	1,453,625.32	0.1040%	5
S14	SANGER ISD	10,917,871.81	0.7815%	39
S16	SLIDELL ISD	830,706.78	0.0595%	3
SCHOOL DISTRICTS TOTALS		$929,148,865.87	66.508%	3322
G01	DENTON COUNTY	$174,365,271.44	12.48%	623
CITIES:				
C26	TOWN OF ARGYLE.....	1,815,454.19	0.1299%	7
C01	CITY OF AUBREY.....	861,461.33	0.0617%	3
C31	TOWN OF BARTONVILLE..	507,555.69	0.0363%	2
C02	CITY OF CARROLLTON	31,836,174.01	2.2788%	113
C49	CITY OF CELINA.....	4,263.52	0.0003%	1
C03	CITY OF THE COLONY...	17,817,583.31	1.2754%	64
C21	TOWN OF COPPELL	806,720.73	0.0577%	3
C27	TOWN OF COPPER CANYON	560,758.23	0.0401%	2
C04	CITY OF CORINTH.....	9,159,001.96	0.6556%	33
C47	CITY OF CORRAL CITY	11,017.31	0.0008%	1
C20	CITY OF DALLAS.....	8,691,816.17	0.6222%	31
C05	CITY OF DENTON.....	54,412,506.17	3.8948%	192
C42	CITY OF DISH.....	77,697.61	0.0056%	1
C30	TOWN OF DOUBLE OAK...	829,829.97	0.0594%	3
C07	TOWN OF FLOWER MOUND.	34,261,080.62	2.4524%	123
C36	CITY OF FORT WORTH.....	9,742,096.94	0.6973%	35
C32	CITY OF FRISCO.....	31,660,659.49	2.2662%	113
C39	CITY OF GRAPEVINE.....	280.09	0.0000%	1
C22	TOWN OF HACKBERRY....	103,685.94	0.0074%	1
C38	CITY OF HASLET.....	9,951.38	0.0007%	1
C19	TOWN OF HICKORY CREEK....	1,414,544.68	0.1013%	5
C08	CITY OF HIGHLAND VILLAGE.....	10,267,505.98	0.7349%	37
C09	CITY OF JUSTIN.....	1,578,203.21	0.1130%	6
C18	CITY OF KRUGERVILLE..	414,492.77	0.0297%	1
C10	CITY OF KRUM.....	1,619,817.82	0.1159%	6
C11	CITY OF LAKE DALLAS..	2,485,244.95	0.1779%	9
C25	CITY OF LAKEWOOD VILLAGE.....	232,757.88	0.0167%	1
C12	CITY OF LEWISVILLE...	33,883,151.22	2.4253%	120
C13	TOWN OF LITTLE ELM...	13,601,601.88	0.9736%	49
C33	TOWN OF NORTHLAKE....	751,604.76	0.0538%	3
C24	CITY OF OAK POINT....	1,627,926.72	0.1165%	6
C14	CITY OF PILOT POINT..	1,368,792.79	0.0980%	5
C29	CITY OF PLANO.....	4,460,055.39	0.3192%	16
C15	TOWN OF PONDER.....	567,978.69	0.0407%	2
C48	CITY OF PROSPER	362,218.93	0.0259%	1
C17	CITY OF ROANOKE.....	5,253,028.87	0.3760%	19
C16	CITY OF SANGER.....	2,965,119.05	0.2122%	11
C34	TOWN OF SHADY SHORES	723,392.33	0.0518%	3
C37	CITY OF SOUTHLAKE.....	575,949.97	0.0412%	2
C28	CITY OF TROPHY CLUB..	6,216,540.78	0.4450%	22
C44	CITY OF WESTLAKE	1,367.08	0.0001%	1
CITY TOTAL		$293,540,890.41	21.01%	1055
TOTAL ALL JURISDICTIONS		$1,397,055,027.72	100.00%	5000

CITY OF THE COLONY

RESOLUTION NO. 2015-_____

WHEREAS, the City of The Colony has joined in the formation of a Denton Central Appraisal District; and

WHEREAS, the Denton County Chief Appraiser has notified each taxing entity that voting is in order for establishing a new five member Board of Directors; and

WHEREAS, the Denton County Chief Appraiser has notified the City of its voting entitlement of sixty-four (64) votes.

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

That the City of The Colony votes are hereby cast for David Terre to serve on the Denton Central Appraisal District Board of Directors.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas this 17th day of November, 2015.

_____
Joe McCourry, Mayor

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore
City Attorney

AGENDA ITEM

Library

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution authorizing the mayor to sign an interlocal agreement with Denton County for library services (Library, Sveinsson)

Background:
The Colony will receive $40,000 from Denton County under this agreement in FY 2015-2016. Last fiscal year, The Colony received $39,750.

Purpose:

Issues:

Alternatives:

Recommendations:
Consider approval of a resolution authorizing the mayor to sign an interlocal agreement with Denton County for library services.

Attachments:
Interlocal Agreement
Resolution

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

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as ("the **COUNTY**"), and the City of The Colony, a municipality of Denton County, Texas, hereinafter referred to as ("the **MUNICIPALITY**"), and has an effective date of October 1, 2015.

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

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

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

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

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

I.

The term of this Agreement shall be for the period from October 1, 2015, through September 30, 2016.

II.

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

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

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

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

VIII.

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

IX.

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

The address of the **COUNTY** is:	County Judge, Denton County 110 West Hickory Street, 2nd Floor Denton, Texas 76201 Telephone: 940-349-2820
The address of the **MUNICIPALITY** is:	The City of The Colony through The Colony Public Library 6800 Main Street The Colony, Texas 75056 Attention: Joan Sveinsson Telephone: 972-624-3184

X.

For the full performance of the services above stated the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2015. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS ($10,000.00)** in matching funds upon the following conditions:

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

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

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

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

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

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2015.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

EXECUTED in triplicate originals on the dates set forth below.

The **COUNTY**

By: _____
Mary Horn, County Judge
Denton County, Texas

Acting on behalf of and by the authority of the Commissioners Court of Denton County, Texas

DATED:_____

ATTEST:

By:_____
Denton County Clerk

APPROVED AS TO FORM:

By:_____
Assistant District Attorney

The **MUNICIPALITY**

By:_____
Name:_____
Title:_____

Acting on behalf of and by the authority of the City Council of The Colony, Texas

DATED:_____

ATTEST:

By:_____
City Secretary

APPROVED AS TO FORM:

By:_____
City Attorney

APPROVED AS TO CONTENT:

By: Joan L. Swinsson
Director, Library Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this agreement.

_____
James Wells, Denton County Auditor

CALCULATION WORKSHEET FOR COUNTY FUNDING ADOPTED (2015-2016)

PER CAPITA:	$	0.353770
MATCHING:	$	10,000.00

DENTON COUNTY POPULATION:	734,940
POPULATION OF CITIES WITH LIBRARIES	340,380
REMAINING POPULATION	394,560

LIBRARY	TOTAL POP	CITY POP	COUNTY allocation	PER CAPITA ALLOCATION	MATCHING FUNDS	TOTAL	ROUNDED
AUBREY	12,480	5,780	6,700	$ 4,415	$ 10,000	$ 14,415	14,400
CARROLLTON	160,910	74,524	86,386	$ 56,925	$ -	$ 56,925	56,900
FLOWER MOUND	144,276	66,820	77,456	$ 51,041	$ -	$ 51,041	51,000
FRISCO	-	-	-	$ -	$ -	$ -	
JUSTIN	7,039	3,260	3,779	$ 2,490	$ 10,000	$ 12,490	12,500
KRUM	10,342	4,790	5,552	$ 3,659	$ 10,000	$ 13,659	13,700
LAKE CITIES	-	-	-	$ -	$ -	$ -	
LEWISVILLE	214,160	99,186	114,974	$ 75,763	$ -	$ 75,763	75,800
LITTLE ELM	72,786	33,710	39,076	$ 25,749	$ 10,000	$ 35,749	35,700
PILOT POINT	8,399	3,890	4,509	$ 2,971	$ 10,000	$ 12,971	13,000
PONDER	3,282	1,520	1,762	$ 1,161	$ 10,000	$ 11,161	11,200
SANGER	16,388	7,590	8,798	$ 5,798	$ 10,000	$ 15,798	15,800
THE COLONY	84,877	39,310	45,567	$ 30,027	$ 10,000	$ 40,027	40,000
TOTAL	**734,940**	**340,380**	**394,560**	**$ 260,000**	**$ 80,000**	**$ 340,000**	**$ 340,000**

Aubrey Population:	
Aubrey	2,780
Crossroads	1,200
Krugerville	1,800
Total	5,780
Carrollton	125,250
less Dallas Co.	50,726
Carrollton (Denton Co.)	74,524

Lewisville	99,480
less Dallas Co.	294
Lewisville	99,186

Exhibit A

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015 -_____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE COLONY AND DENTON COUNTY FOR THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF DENTON COUNTY AS PROVIDED IN ATTACHMENT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the Mayor of the City of The Colony, Texas, is hereby authorized and empowered to execute an Interlocal Cooperation Agreement with Denton County for the provision of Library Services to the residents of Denton County as defined in the Agreement, which is attached hereto and incorporated herein by reference as Attachment "A".

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

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this **17th** day of **November, 2015**.

_____
Joe McCourry, Mayor

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Jeff Moore, City Attorney

AGENDA ITEM

Economic Development

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	October 28, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider a resolution approving an Amendment to the Bylaws of The Colony Economic Development Corporation (EDC, Samford)

Purpose:

The recent review of the Economic Development Corporation (EDC) bylaws was initiated after the City Council requested to review the EDC budget before it was officially approved by the Board. The EDC formally approves their budget in June or July of every year due to a requirement in their bylaws stating the EDC budget shall be approved 60 days prior to City Council approval of the budget. The 60 day timeframe is not a requirement of state law so the board amended their bylaws to say "At least prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year." Other changes were made during the review process, such as outdated terminology and quarterly posting of financials in the newspaper. The city attorney updated and reviewed the attached bylaws and acknowledged they are in compliance with the Economic Development Corporation Act as outlined in the Local Government Code.

During the October 14th Economic Development Corporation meeting, the board voted unanimously to amend their bylaws. Attached are the amended bylaws that were adopted and a resolution for City Council consideration.

Attachments:

Resolution

Exhibit A - Amended Bylaws

CITY OF THE COLONY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING AN AMENDMENT TO THE BYLAWS OF THE COLONY ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, The Colony Economic Development Corporation is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.064(c) of the Texas Local Government Code provides that the bylaws and each amendment of the bylaws must be consistent with state law, and with the certificate of formation of the corporation, and be approved by resolution of the City Council of the City of The Colony, Texas; and

WHEREAS, the Board of Directors desire to amend the Bylaws as set forth herein, subject to the approval of the City Council of the City of The Colony, Texas.

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

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City Council of the City of The Colony, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of The Colony, Texas, does hereby approve the form of the Amendment to the Bylaws of The Colony Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A***.

Section 3. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, ON THIS THE _____ DAY OF _____ , 2015.

APPROVED:

_____
Joe McCourry, Mayor

ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A

Amendment to Bylaws
of the
The Colony Economic Development Corporation

Exhibit A

AMENDED BYLAWS OF THE COLONY ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article VI of the Articles of Incorporation, the same to be accomplished on behalf of the City of The Colony, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act, as amended, Chapters 501 to 505 of the Texas Local Government Code, as amended, ("Act"), and other applicable laws.

Section 2. Powers. In the fulfillment for its corporate purpose, the Corporation shall be governed by Chapter 504 of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Numbers and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of five (5) directors, each of whom shall be appointed by the City Council (the "Council") of the City. The Directors serve at the pleasure of the City Council. The Council shall consider the experience, accomplishments and educational background of persons to be appointed to the Board to ensure that such persons may contribute to the success of the "Purpose" of The Colony Economic Development Corporation (the "TCEDC") as stated in Article VI of the Articles of Incorporation. Each director shall be a resident of the City.

(c) The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Two (2) members of the first Board shall serve terms of two (2) years, two (2) shall serve terms of three (3) years and one (1) member shall serve for a term of one (1) year. The respective terms of the initial Board shall be determined by drawing.

Thereafter, each successor member of the Board shall be appointed and shall serve for three (3) years or until his or her successor is appointed as hereinafter provided.

(d) Any director may be removed from office by the City Council at anytime for cause or at will.

(e) Although the responsibility for appointment of Directors rests solely with City Council, the City Council selection process for the Directors shall involve the Director of Economic Development (the "Director") who shall be included in the interviews for appointments and reappointments to the Board and for interviews of applicants to fill vacancies on the Board.

Section 2. Meetings of Directors. The directors may hold their meetings at such place or places in the City as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws.

Section 3. Notice of Meetings.

(a) Regular meetings of the Board shall be held without the necessity of written notice to the Directors at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the president, by the vice president, by the secretary, by a majority of the Directors, by the Mayor of the City or by a majority of the City Council. Nothing contained in this Section 3 shall vitiate the notice requirements contained in Section 4 hereafter.

(b) The Board secretary shall give notice to each Director of each special called meeting in person or by U.S. mail, electronic mail or telephone, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed envelope addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation or said notice shall be deemed sufficient if sent by electronic mail to the person entitled thereto at his or her electronic mail address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing or electronic mailing. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director

attends a meeting for the expressed purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 4. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice-President shall exercise the powers of the President and in the absence of the President and Vice-President the Secretary shall exercise the powers of the President.

(c) The Secretary of the Board shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Committees of the Board. The Board may designate two (2) or more directors to constitute an official committee of the board to exercise such authority of the Board as may be specified in the resolution. There may be standing committees of the Board, as the Board may from time to time establish. Each such committee shall be composed of no more than two (2) Directors and such other persons as may be chosen by the Board for their respective abilities and experience. The Board may delegate to any committee such authority the Board deems necessary or desirable provided that such delegation is specified in the Board meeting minutes duly adopted by the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 8. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, Directors shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office

(a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of the office shall be one (1) year ending December 31st with the right of an officer to be re-elected.

(b) All officers shall be subject to removal from office at any time by a vote of the majority of the entire Board.

(c) A vacancy in any officer position shall be filled by majority vote of the entire Board.

Section 2. Powers and Duties of the President. The president shall be the chief executive officer of the Corporation, and, subject to the paramount authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, shall preside at all meetings of the Board, and may sign and execute all contracts, conveyances, franchises, deeds assignments, and other instruments in the name of the Corporation.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. Treasurer. The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, and other obligations in or drawn upon such bank or banks of depositories as shall be designated by the Board consistent with these Bylaws.

Section 5. Secretary. The secretary shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that

officer's absence or inability to act if the vice president is absent or unable to act for the president. The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, deeds, assignments, and other instruments of the Corporation, shall have charge of the corporate books, records documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable time to be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 6. Officer Selection. The president, each vice president, and the secretary shall be named from among the members of the Board. The treasurer and any assistant secretaries may be persons other than members of the Board, including employees of TCEDC or the City.

Section 7. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 8 Personnel. The Corporation may establish full-time and /or part-time personnel positions. Personnel positions so established shall be reflected in the Annual Corporation Budget approved by the Board.

ARTICLE IV

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Annual Corporate Budget. At least prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year.

Section 2. Books, Records, Audit.

(a) The Corporation shall be kept and properly maintained, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statement pertaining to its corporate funds, activities, and affairs.

(b) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the City. Such audit shall be at the expense of the Corporation.

(c) All books, records, accounts and financial statements shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as amended.

Section 3. Deposit and Investment of Corporate Funds

(a) All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation or by the City for the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to the issuance.

(b) All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation shall be made according to the procedures used by the City to withdraw public funds.

Section 4. Expenditures of Corporate Money.

(a) The monies of the Corporation, including sales and use taxes collected pursuant to Chapter 504 of the Development Corporation Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property may be expended by the Corporation for any of the purposes authorized by the Development Corporation Act, subject to the following limitations:

(i) Expenditures may be for the purposes of financing or otherwise providing one or more "Project," as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board, and within an incentive agreement, if applicable, and shall be made only upon affirmative vote of three (3) of the five (5) directors present at such meeting.

(ii) By resolution adopted by the City Council of the City, the following guidelines shall apply to expenditures of the monies of the corporation:

a. In accordance with the provisions of Article IV, § 4 (a) (i), of these Bylaws the Board may exercise its authority to expend corporation monies on projects without specific approval of the City Council for expenditures up to One Hundred Thousand and no/100 dollars ($100,000.00) per project, and an aggregate expenditure on all projects not to exceed Five Hundred Thousand and no/100 dollars ($500,000.00) in any given fiscal year.

b. If any expenditure for any single project exceeds the above guidelines, or if the aggregate expenditures for the fiscal year

exceeds the above guidelines, then the expenditures shall be made only after the approval thereof by the City Council.

(iii) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 1 of this Article.

Section 5. Issuance of Obligations. No obligations including refunding obligations shall be sold and delivered by the Corporation unless the City Council shall have approved such obligations by action taken no more than sixty (60) days prior to the date of the sale of the obligation.

Section 6. Conflict of Interest. A Director, an officer, or member of the City Council, or a person related to any of the forgoing in the first degree by consanguinity or affinity may not lend money to or borrow money from the Corporation or otherwise transact business with the Corporation. The Corporation may not lend money to or borrow money from or otherwise transact business with a Director, an officer, or member of the City Council, or a person related to any of the forgoing in the first degree by consanguinity or affinity.

Section 7. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Corporation.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

(a) The principal office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation. The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Act.

Section 2. Fiscal Year.

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. Seal

The seal of the Corporation shall be as determined by the Board.

Section 4. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and signed by the director or officer submitting the resignation, and shall take effect at the time specified therein, or, if no time be specified,

at the time of its receipt by the President, Secretary or Director of Economic Development. The acceptance of a resignation shall not be necessary to make it effective.

Section 5. Approval or Advice and Consent of the City Council. The consent or approval by the Council when required shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 6. Indemnification of Directors, Officers and Employees

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices & Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each member of the Board, its officers, and its employees, to the fullest extent permitted by law, against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date: These bylaws shall become effective upon the occurrence of the following dates:

(1) the adoption of these Bylaws by the Board; and

(2) The approval of these Bylaws by the City Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation of the Corporation and the Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Development Corporation Act.

EXECUTED this the____day of_____, 2015

I certify that I am the duly elected and acting secretary of The Colony Economic Development Corporation and that these amended Bylaws constitute the Corporation's Bylaws. These Amended Bylaws were duly adopted at a meeting of the Board of Directors held on **October 14 2015**, and were duly approved by the City Council at a meeting held on **November 17, 2015**.

Dated: _____ , 2015.

Name: _____
Femi Omonije
Secretary of the Corporation

ADOPTED 1992
AMENDED OCTOBER 5, 1998
AMENDED OCTOBER 1, 2001
AMENDED MAY 1, 2006
AMENDED OCTOBER 14, 2015

AGENDA ITEM

City Manager

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution authorizing the city manager to execute an agreement with American Landscape Systems to provide various landscape management services for the Grandscape development with funding provided by the City of The Colony Public Improvement District No. 1 (Administration, Maurina)

Background:

Purpose:

The attached Landscape Management Agreement will run from October 1, 2015 through September 30, 2016. Total amount of this Contract Agreement is $152,146.08. Funding for this Agreement is through the Public Improvement District (PID) already approved by Council. City Staff has reviewed the attached Agreement and recommends approval.

Issues:

Alternatives:

Recommendations:

Attachments:

Agreement

Resolution

AMERICAN LANDSCAPE SYSTEMS

Professional Landscape /Irrigation Contractor

1780 Midway Road • Lewisville, Texas 75056

Landscape Management Proposal

Submitted to:

The City of The Colony
6800 Main Street
The Colony, TX 75056

In care of:

Tod Maurina
Assistant City Manager
City of The Colony TX
tmaurina@thecolonytx.gov
972-624-3128

Office (469) 521-2200 Fax (469) 521-2206

LANDSCAPE MANAGEMENT AGREEMENT

This agreement made and entered into this 1st day of October, 2015, by and between AMERICAN LANDSCAPE SYSTEMS, INC. and The City of The Colony (hereinafter referred to as "the OWNER").

WHEREAS, based upon its extensive experience in this field, AMERICAN LANDSCAPE SYSTEMS, INC. is prepared to and desires to render certain Landscape Management services for the OWNER as set forth below; and WHEREAS, the OWNER desires to contract with AMERICAN LANDSCAPE SYSTEMS, INC. for the performance of the Landscape Management Services, to be performed on the OWNER'S premises:

1. SERVICES

1.1 AMERICAN LANDSCAPE SYSTEMS, INC. agrees to perform the Landscape Management Services for the OWNER, in accordance with standard high quality horticultural practices as outlined by the Professional Grounds Management Society, National Arborist Association, and the Associated Landscape Contractors of America, said services being described in detail in Exhibits attached hereto and made a part hereof. The services covered by this Agreement, performed by AMERICAN LANDSCAPE SYSTEMS, INC. shall commence on October 1, 2015. In its capacity, AMERICAN LANDSCAPE SYSTEMS, INC. accepts responsibility for performance of the following duties:

2. PERSONNEL

2.1 AMERICAN LANDSCAPE SYSTEMS, INC. will furnish all managerial, supervisory, training, technical, production and special projects personnel required to efficiently accomplish said Landscape Management Services to be rendered hereunder. These personnel shall be direct agents or employees of AMERICAN LANDSCAPE SYSTEMS, INC.

2.2 AMERICAN LANDSCAPE SYSTEMS, INC. will pay all salaries, payroll and other taxes, fees, worker's compensation insurance and other charges or insurance levied or required by any federal, state, or local statues, relating to the employment of its employees.

2.3 AMERICAN LANDSCAPE SYSTEMS, INC. Landscape Management Services production employees will all wear uniforms to present a neat, professional appearance. They shall be properly trained and skilled for their respective duties.

2.4 AMERICAN LANDSCAPE SYSTEMS, INC. will use licensed personnel for pesticide applications, these personnel will be licensed in the State of Texas with the Texas Department of Agriculture.

2.5 AMERICAN LANDSCAPE SYSTEMS, INC. shall consult with an ISA certified Arborist for Supervision of Tree care.

3. DIRECT COSTS AND EXPENSES:

3.1 AMERICAN LANDSCAPE SYSTEMS, INC. shall pay all direct operating costs and expenses required in the performance of the Landscape Management Services rendered hereunder, other than those costs and expenses set forth in paragraph 6 below or specifically excluded in the Exhibit attached. American Landscape assumes no acceptance of utility cost to perform the maintenance set forth, this includes water, electrical, erosion control, and any communication costs. Yearly backflow tests will be billed separately if required by local municipality.

4. SUPPLIES AND MATERIALS

4.1 As a part of this Agreement, AMERICAN LANDSCAPE SYSTEMS, INC. shall provide at its own cost all Landscape supplies, equipment, tools, materials, and purchased services in order to accomplish its service under this Agreement. American Landscape Systems assumes no warranty or cost of plant material, irrigation material, dca, flow meters, master valves, flush valves, wires, rain or freeze guards, pumps, wells, fountains, water or electrical meters, controllers, central command systems and computers and weather stations on or off site with the exception of those items which AMERICAN LANDSCAPE SYSTEMS, INC has installed and only during the one year warranty period.

5. STATUTORY REQUIREMENTS:

5.1 AMERICAN LANDSCAPE SYSTEMS, INC. shall pay all lawful taxes and fees imposed by federal, state or local agencies in connection with the Landscape Management service to be rendered by it hereunder, and shall procure all licenses and permits and comply with all statues, ordinances and regulations applicable to the conduct of its services hereunder and licenses required under item 2 above.

6. COMPENSATION FOR SERVICES AND PRODUCT:

In consideration of the performance of said Landscape Management Services by AMERICAN LANDSCAPE SYSTEMS, INC., the OWNER shall make payment to AMERICAN LANDSCAPE SYSTEMS, INC. as follows:

6.1 CONTRACT AMOUNT: AMERICAN LANDSCAPE SYSTEMS, INC. will invoice the OWNER monthly, in advance of services, with payment due 30 days from invoice date. The Contract Amount for routine services shall be:

	MONTHLY PRICE	TOTAL ANNUAL PRICE:
Area D	$ 1,666.67	$ 20,000.00
Area E	$ 2,585.00	$ 31,020.00
Area F	$ 1,666.67	$ 20,000.00
Area 1 (1-2)	$ 1,883.33	$ 22,600.00
Pylon Package	$ 1,540.50	$ 18,486.00
S.H. 121 Frontage	$ 991.67	$ 11,900.00
Field Mow	$ 1,750.00	$ 21,000.00
Mow Undev. Plano Prky	$ 595.00	$ 7,140.00
Total all Areas	$12,678.84	$152,146.08

In the event of any amount billed and not paid by fifteen days from due date, such amount not paid shall bear interest at a rate of 1-1/2% per month from the date due until paid.

6.2 ADJUSTMENT TO CONTRACT AMOUNT: Effective with each anniversary date of the commencement of services hereunder, AMERICAN LANDSCAPE SYSTEMS, INC. may negotiate with Owner a percentage increase in the monthly Contract Amount equal to the percentage increase in the Consumer Price Index as published by the Bureau of Labor Statistics for the then previous year for the Dallas Metropolitan area, all items.

6.3 ADJUSTMENT TO CONTRACT AMOUNT - CHANGE IN SERVICES: It is also agreed that the monthly Contract Amount as above provided is based upon the area, descriptions, and/or specific duties described in the Exhibit attached hereto and that, in the event the total amount of area, descriptions, and/or duties to be performed by AMERICAN LANDSCAPE SYSTEMS, INC. as so described shall be enlarged, reduced or altered in any manner by the OWNER, there shall be an additional charge or credit as the case may be to the Contract Amount, commencing with the first payment to be made immediately following such increase, reduction or alteration.

6.4 ADDITIONAL JOB WORK: OWNER agrees to pay a separate charge, as agreed upon by OWNER and AMERICAN LANDSCAPE SYSTEMS, INC., for services and materials requested by OWNER which are not specifically listed in the attached Exhibit. AMERICAN LANDSCAPE SYSTEMS, INC. will not proceed to do any additional work without proper authorization from the OWNER. Additional work is due upon receipt after work has been accepted by the owner or its representative.

7. INDEMNIFICATION:

7.1 AMERICAN LANDSCAPE SYSTEMS, INC. agrees to indemnify and hold the OWNER harmless from any liability, which may be imposed against the OWNER by reason of the acts or omissions of AMERICAN LANDSCAPE SYSTEMS, INC.

7.2 OWNER agrees to indemnify and hold AMERICAN LANDSCAPE SYSTEMS, INC. harmless from any liability, which may be imposed against AMERICAN LANDSCAPE SYSTEMS, INC. by reason of the acts or omissions of OWNER.

8. TERM:

8.1 This agreement shall run for an initial period of one (1) year, starting with date services commence hereunder as set forth in paragraph 1 above, and thereafter will be automatically renewed after one (1) year for a period of one (1) year. Either party may terminate this agreement hereto at the end of any one (1) year period by written notice to this effect sent via Certified Mail to the other party at least one (1) month prior to the end of said one (1) year period. On termination of this agreement, AMERICAN LANDSCAPE SYSTEMS, INC. shall remove all its equipment and materials from the OWNER'S premises, if applicable.

9. TERMINATION FOR BREACH:

9.1 In the event of an alleged breach of any of the provisions of this Agreement by AMERICAN LANDSCAPE SYSTEMS, INC., the OWNER shall, by written notice with receipt request, give to AMERICAN LANDSCAPE SYSTEMS, INC. thirty (30) days, commencing with the receipt of said notice, to correct the alleged breach. In the event said alleged breach is not so identified by both parties and remedied within the thirty day period, the OWNER may in its discretion give written notice to AMERICAN LANDSCAPE SYSTEMS, INC. that at the end of an additional ten day period the offended party shall consider this Agreement canceled and that it intends to be released from all obligations hereunder. AMERICAN LANDSCAPE SYSTEMS, INC. may terminate this Agreement upon ten (10) days prior written notice if the OWNER fails or refuses to pay AMERICAN LANDSCAPE SYSTEMS, INC. in accordance with paragraph 6 above. If no termination for breach is given the owner will be responsible for a pro-rated amount determined on the amount of time left on the yearly contract and the pro-rated amount will be billed in full upon receipt of an early cancelation for non- breach .

10. SPACE AND UTILITIES PROVIDED BY THE OWNER:

10.1 The OWNER agrees to provide AMERICAN LANDSCAPE SYSTEMS, INC. with the use of space and all utilities including water, sewer, and electricity required for its performance under this Agreement. Such space and utilities shall be provided without cost to AMERICAN LANDSCAPE SYSTEMS, INC.

11. GENERAL CONDITIONS:

11.1 ACTS OF GOD: Because of their unforeseen and unpredictable nature, repair of damages caused by storms, insects and disease that are uncontrollable by preventative means, floods, drought, water quality, water restrictions and other causes beyond AMERICAN LANDSCAPE SYSTEMS's control, including, but not limited to vandalism, and a third party controlling watering are not included in this agreement.

11.2 NOTICE: Any notice required under this Agreement shall be delivered by certified mail using a return receipt method, with proper postage prepaid, to the parties at the following address all other notices will be disregarded if not by this return receipt method:

AMERICAN LANDSCAPE SYSTEMS, INC.
1780 Midway Road
Lewisville, TX 75056
Attn: Joseph Angelone, Vice President
(469) 521-2200

11.3 SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11.4 CLAUSE HEADINGS: The clause headings appearing in this have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the respective clauses.

11.5 ENTIRE AGREEMENT: This Agreement, when fully executed, shall supersede any and all prior and existing Agreements, either oral in writing, and contains all the covenants subject matter of the Agreement. Any amendment or modification to this Agreement must be made in writing and signed by the parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their officers thereunto duly authorized, on the day and year first above written.

OWNER OR AUTHORIZED AGENT:

Owner:The City of The Colony
Address: 6800 Main Street
City, State zip The Colony, TX 75056
Attn: Owners Rep Tod Maurina
Phone Number 972-624-3128
Email tmaurina@thecolonytx.gov

BY: _____

Print Name: Tod Maurina

Title: Assistant City Manager

AMERICAN LANDSCAPE SYSTEMS, INC.

BY: _____

Print Name: Joseph T. Angelone

Title: Vice President

LANDSCAPE SERVICES EXHIBIT

1. <u>DESCRIPTION OF PROJECT</u>: The site listed below, including turf areas and existing plant materials, is covered by this Agreement:

Nebraska Furniture Mart - The Colony Area D, E, F and 1(1-2) and upon approval by both parties other areas as directed by the OWNER. See attachment Landscape Maintenance Schedule of Areas.

2a. <u>SCHEDULE OF SERVICES:</u>

Attached Spreadsheet

2b. <u>ADDITIONAL SERVICES:</u>

3. <u>MOWING OF GRASS</u>

3.1 Mowers shall be kept sharp and in good working condition at all times during the mowing season. The grass blades shall be cut sharply and cleanly. Turf shall be cut evenly, so that no ridges remain in the finished cut, with exception of uneven grades. The direction of mowing shall be alternated so as to minimize ruts and matting. Appropriate mowing equipment and patterns will be employed to permit recycling of clippings where possible.

3.2 Mowing height for Bermuda will start at a scalped height in early spring and progress to a maintenance height of 3" in the summer. A deep-rooted lawn is more efficient in obtaining water and nutrients and is more drought tolerant and weed resistant.

3.3 Mowing height in rye over-seeded areas to be set at 3" to 3 1/2"hieght. Rye will be over seeded at a rate of 5 -8 lbs per 1000 sf after Sept 15th.

4. <u>EDGING</u>

4.1 All sidewalks and curb lines will be edged with a blade edger to leave a neat and clean appearance.

5. <u>LINE TRIMMING</u>

5.1 Fence lines, bases of buildings and around the base of trees will be trimmed with a hand-held line trimmer.

5.2 AMERICAN LANDSCAPE SYSTEMS, INC. will line trim bases of buildings in parking lots. Weeds in cracks and in gravel areas will be sprayed as needed with a Contact Herbicide.

5.3 Any additional spray applications and line trimming requests above the agreed to schedule of services will be an additional charge at owner's expense.

5.4 AMERICAN LANDSCAPE SYSTEMS, INC. will not be responsible for private or public property damages due to line trimming in graveled construction areas. Line trimming will only be performed one (1) time per month in these areas.

5.5 Prior to the commencement of new contract and before AMERICAN LANDSCAPE SYSTEMS, INC. begins property maintenance, AMERICAN LANDSCAPE SYSTEMS, INC. and owner or agent thereof will perform a landscape and irrigation inspection to determine any existing damage to an irrigation system or landscape.

6. HEDGES and ORNAMENTAL GRASSES

6.1 The pruning and trimming of hedges shall be done at the proper time as required by the plant species and after spring blooming plants have completed bloom cycle. Pruning will be performed to develop the natural form of the plant and to create the effect intended by the landscape architect. Shearing will be limited on screening plants until a 3' height is reached.

6.2 Any additional work performed or required on hedges due to abnormal or unanticipated growth will require additional charges. This includes lowering height and reshaping of shrubs beyond the regular maintenance of established hedges. Ornamental grasses will be cut back to ground level in late January or early February.

7. GROUND COVER

7.1 Groundcover plants are low growing, vine-like and grass-like material that will be trimmed and kept in a manicured manner and to keep within the confines of the intended planting area during the growing season. Major pruning will be done in the early spring.

7.2 AMERICAN LANDSCAPE SYSTEMS, INC. will provide one (1) lowering of Lirope and Jasmine to 6" in height in April to encourage new growth. Any additional lowering requested will be at an additional charge to owner.

8. BEDS

8.1 Dedicated color beds will have weeds hand-pulled weekly during routine maintenance visits.

8.2 Ground cover beds will have large weeds hand-pulled weekly during routine maintenance visits. All other weeds will be sprayed, as per Bed Spraying Schedule.

8.3 Prior to the installation of color, beds will be turned to loosen and aerate soil. All other beds will be turned in late fall and cultivated with 1" of peat moss/compost (once yearly) at an additional cost.

9. TREE MAINTENANCE

9.1 Broken or badly bruised branches will be removed along with suckle growth. This does not include removal of severely damaged or dead trees. Newly planted trees and other trees will be pruned once yearly as needed by a certified arborist with a minimum of 5 years experience and as directed by the Architect following Class 1 pruning standards during the one year warranty period.

9.2 Trees against buildings, on roofs, or encroaching on other trees will be managed and pruned per Class 1 standards during the one year warranty period.

9.3 AMERICAN LANDSCAPE SYSTEMS, INC. will turn existing tree rings one (1) time per year to ensure sufficient aeration. At this same time, AMERICAN LANDSCAPE SYSTEMS, INC. will pull back all mulch 3' away from the base of trees to help in control of pests and disease.

9.4 Additional tree rings and mulch can be installed at owner's request for an additional charge if not existing.

9.5 Tree staking and tree soil moisture inspection tubes will be inspected by qualified personnel weekly during general plant inspections. Tree staking will be adjusted or removed once root structure is firmly established and to avoid truck damage. If soil moisture is found to be too wet or too dry, tree irrigation will be adjusted accordingly. Soil probes will be used to further inspect soil moisture at other trees as needed to verify need for irrigation adjustments.

9.6 Trees performing poorly and showing signs of chlorosis, particularly those trees in parking lot islands and within 20 feet of pavement areas that have received excessive compaction and/or lime conditioning will be tested for soil ph and treated by vertical mulching/augering conducted to increase root zone water and air infiltration. An estimate for this will be provided by a certified arborist on a case by case basis.

9.7 Operations to remove ice due to winter storm conditions to protect trees from damage/ further damage including emergency pruning as a result of storm damage will be performed as an additional service upon approval.

10. DEBRIS DISPOSAL

10.1 Papers and other debris will be picked up weekly as maintenance crews are in the work area and prior to each mowing and all pavement areas are to be blown clean at the end of the maintenance cycle. Routine debris pickup will be the responsibility of owner on non- mowing days.

10.2 AMERICAN LANDSCAPE SYSTEMS, INC. will remove all bagged grass clippings and bagged landscape debris and tree trimmings due to work performed by AMERICAN LANDSCAPE SYSTEMS, INC., unless otherwise specified. This will be taken to a recycling yard to limit the use of a landfill in keeping with environmental standards.

11. SEASONAL COLOR

11.1 Seasonal color will be planted in dedicated beds. The bed location(s) are to be discussed prior to commencement of contract. Choice of seasonal color will be made by AMERICAN LANDSCAPE SYSTEMS, INC. and approved by the Owner, as per Standard Horticultural Practices. Equal alternatives will be considered, particularly in drought or additional water restriction conditions.

11.2 150 flats will be installed per color change, as described in Schedule of Services. (Entire Project)

11.3 Annual color will be limited to 4" pots of Ageratum, Angelonia, Aster, Begonias, Canna, Celosia, Coleus, Daisy, Daylilly, Dusty Miller, Fountain Grass, Hibiscus, Heuchera, Hydrangea, Impatiens, Lantana, Marigolds, Mums, Penta, Petunias, Purslane, Portulaca, Vincas, and Zinnias in spring and summer. Pansies, Violas, Cabbage, Kale and Dusty Miller are choices used in fall planting.

11.4 Owner will be provided a proposal for the upcharge and be responsible for additional charges if color choices or sizes are other than listed. Examples are Caladiums, Bougainvillea, Esmeralda, Ornamental Rosemary or any type of ground cover or perennial plants. Sizes not included are quart container and larger.

12. LAWN POST-EMERGENT

12.1 AMERICAN LANDSCAPE SYSTEMS, INC. uses Amine Formulated Broadleaf Weed Control. This formula will be applied once between the months of September through November, as weather indicates.

12.2 Lawn post-emergent is an attempt to control the existing broadleaf weeds, and is applied during the fall months of September through November, as weather indicates. This formula will not be applied to areas over-seeded with rye grass.

12.3 Cut Sheets of products intended for use will be provided to Owner prior to application.

13. <u>Crabgrass and Dallis Grass Weed Control.</u>

13.1 Crabgrass Pre-emergent: Spring applications – 1st application of Halts (pendamethalin), Dimension (dithiopyr), or Barricade (prodiamine) early February. A 2nd Application may be applied in early April if using Halts or Dimension. No guarantee of control is implied since MSMA has been removed by the U.S. Govt. Cut Sheets of products intended for use will be provided to Owner prior to application.

13.2 AMERICAN LANDSCAPE SYSTEMS, INC. will apply this formula during the optimum months of May through August, as weather permits. All applications will be applied by a licensed applicator registered with the State of Texas.

13.3 AMERICAN LANDSCAPE SYSTEMS, INC. will apply available products to control dallis grass during the optimum months of May through August, as weather permits. All applications will be applied by a licensed applicator registered with the State of Texas.

13.4 Areas for herbicide spraying will include bed and turf areas, gravel areas, pedestrian pavement and vehicular areas. Operations will not conflict with the Customer Experience, all safety and environmental considerations will be made according to EPA and Texas Department of Agriculture recommendations to ensure the safety of all customers, employee and visitors to the site.

13.5 Treatments will also be performed as needed in high pedestrian areas defined by the Owner.

14. <u>LAWN PRE-EMERGENT</u>

14.1 AMERICAN LANDSCAPE SYSTEMS, INC. uses Amine Formulated Broadleaf Pre-Emergent and Liquid Pre-Emergent Crabgrass Control. This formula will be according to the dates for crabgrass control listed above in 13.1 and once between the months of September through November, along with post-emergent, as weather permits. All applications will be applied by a licensed applicator registered with the State of Texas. Cut Sheets of products intended for use will be provided to Owner prior to application.

14.2 Lawn pre-emergent is an attempt to control the germination of new weeds. Pre-emergent results may vary. Heavy rain seasons leech out the pre-emergent quicker than dry seasons.

15. <u>BED POST-EMERGENT</u>

15.1 AMERICAN LANDSCAPE SYSTEMS, INC. uses a liquid post-emergent weed control in beds. This formula will be applied by a licensed applicator using recommended rates to help in control of weeds as needed.

16. <u>BED PRE-EMERGENT</u>

16.1 AMERICAN LANDSCAPE SYSTEMS, INC. will use a pre-emergent applied by a licensed applicator in ornamental beds once between the months of February through April and once between the months of September through November, as weather indicates and per Schedule of Services. Cut Sheets of products intended for use will be provided to Owner prior to application.

16.2 Results for pre-emergent will vary due to weather conditions. Heavy rain seasons leech out the pre-emergent quicker than dry seasons. Additional spraying deemed necessary or the use of Gallery a broadleaf weed pre-emergent would be billed accordingly as an additional charge.

17. LAWN FERTILIZATION

17.1 AMERICAN LANDSCAPE SYSTEMS, INC. uses balanced fertilizers at the rate of approximately one (1) pound of nitrogen per thousand square feet of lawn per application during the months of April, June and September.

18. BED FERTILIZATION

18.1 AMERICAN LANDSCAPE SYSTEMS, INC. uses balanced fertilizers at the rate of approximately one (1) pound of nitrogen per thousand square feet for the plant bed areas in April and September.

19. TREE FERTILIZATION

19.1 Tree fertilization is completed during lawn fertilization, Spring Flowering trees will be fertilized March – April, Summer Flowering in April – June, Crape Mytrles in May and Shade trees in April. Fertilization of the surface soil is sufficient for existing trees.

19.2 Any additional fertilization or spraying of trees, such as injections, dormant oil, insect control, and root stimulator or vertical mulching will be proposed and recommended at an additional cost to the owner.

20. INSECT and DISEASE/FUNGUS CONTROL

20.1 AMERICAN LANDSCAPE SYSTEMS, INC. will monitor problems with tree insects and disease. Plants, lawns and trees will be inspected weekly during general plant condition inspections and monthly by a qualified specialist to monitor for issues. Insect and Disease control will be performed one (1) time in February and one (1) time in November, as per Schedule of Services and as required when issues are observed. Cut Sheets of products intended for use will be provided to Owner prior to application.

20.2 Ants will be spot treated during routine maintenance and as needed in high pedestrian areas defined by the Owner, once yearly control is not part of this agreement unless an added cost is agreed to by the owner or its representative (s).

20.3 Areas for insect and disease spraying will include bed and turf areas. Operations will not conflict with the Customer Experience, all safety and environmental considerations will be made according to EPA and Texas Department of Agriculture recommendations to ensure the safety of all customers, employee and visitors to the site.

21. RYE OVERSEEDING

21.1 Winter Rye overseeding will be applied once between the months of September through October, as weather permits. Rye over seeding will require a 48 week agreement (an addition 12 weekly mowing visits) and watering approval from the municipality.

21.2 Areas to be ryed will be scalped prior to overseeding. Routine Mowing height of rye grass is described above in item 3.3. All clippings will be bagged and removed from property and taken to a recycling yard.

21.3 AMERICAN LANDSCAPE SYSTEMS, INC. will set irrigation timers to ensure germination of rye seed, and adjust timers back down once rye is fully germinated. Timers or double-checks shut down by owner or agent during rye season may result in the non-germination of rye. Additional overseeding will be an additional charge.

22. IRRIGATION CHECKS

22.1 Irrigation systems will be checked weekly and Monthly per owner specified schedule and adjusted accordingly. Any necessary repairs will be reported to owner along with an estimated proposal. Irrigation adjustments are limited to spray adjustment and cleaning of clogged nozzles. Any raising, lowering, or nozzle replacements will be included during the one year warranty period and then billed accordingly after that said period has expired. Seasonal adjustments due to change in prevailing winds will be provided. Monthly reports will be provided to the Owner following inspection.

22.2 Any damage to irrigation system by AMERICAN LANDSCAPE SYSTEMS, INC. will be repaired at American Landscape Systems' expense. AMERICAN LANDSCAPE SYSTEMS, INC. and owner will inspect damage to evaluate responsibility.

22.3 Any irrigation check beyond scheduled check will be billed as a service call, plus parts. Irrigation checks will be billed as additional cost if the owner has another contractor perform or self performs the work recommended.

22.4 With the shortage of water usage in our area American Landscape Systems recommends converting to drip irrigation as to limit water runoff and help in conservation of this resource. Proposal for conversions will be provided upon owner's request.

22.5 Monthly reporting and inspection checklist will be provided to the Owner.

22.6 Checks of the irrigation Calsense operating system will be conducted with the Owner during Bi-monthly quality control inspections.

23. WATERING

23.1 Watering of turf areas, bushes, trees and other plant material is not included in this Agreement and shall be the responsibility of owner. AMERICAN LANDSCAPE SYSTEMS, INC. will give recommendations for watering, so as to promote a healthy landscape. Recommendations and cost proposals for additional manpower will be provided if water restrictions limit use of irrigation system.

24. QUALITY CONTROL

24.1 AMERICAN LANDSCAPE SYSTEMS, INC. shall make every effort to perform the said services so as to avoid inconvenience to owner. Weekly services will be scheduled to be performed on the same day(s) of each. However, in the event of a holiday, rain or other unforeseen factors, AMERICAN LANDSCAPE SYSTEMS, INC. may need to adjust schedule accordingly, normally the next business day.

24.2 AMERICAN LANDSCAPE SYSTEMS, INC. has set a high standard of quality and professionalism. Every aspect of this maintenance program is thoroughly planned and will be carefully performed in order to achieve the maximum visual impact. AMERICAN LANDSCAPE SYSTEMS, INC. will make on-site inspections throughout the season to monitor your property and to ensure that a quality service is being provided. Quality control Inspections with the Owner will be conducted bi-monthly with the ALS representative and qualified personnel. This inspection report will be documented and provided to the Owner, with any problem areas identified and requests for proposals for additional work. Prior to execution of this contract, ALS will provide the Owner a checklist of items to be inspected in routine, monthly and bi-monthly Quality control inspections.

24.3 During bi-monthly Quality Control inspections a review of the irrigation operation system will be performed to maintain an efficient, effective system. Qualified ALS personnel will work with the Owner to make adjustments to the computer operating system as needed.

25. MULCH

25.1 AMERICAN LANDSCAPE SYSTEMS, INC. will only use cured mulches from reputable sources such as Living Earth (the LETCO Group) or equal with specifications as part of this proposed service. A sample of mulch to be used will be provided prior to installation for approval. Mulch material will be: a) double-ground, partially decomposed, dark brown shredded hardwood bark mulch at a depth of 2-3", or b) double-ground cedar with color ranging from light tan to light brown showing the red heartwood intermixed at 2-3" in depth. Double grind using a commercial grinder first through a six inch screen then a 2 inch screen to produce uniform mulch. American Landscape Systems will add mulch as needed during routine maintenance to maintain a 2-3" depth and over all during twice yearly operations and/or at the time of seasonal bed installations.

26. ROUTINE PLANT MATERIAL CHECKS

26.1 Plant, turf and trees will be inspected weekly and monthly by qualified personnel to check for insect and disease issues, soil moisture, dead material needing replacement, pruning needs, condition of tree stakes and general landscape condition. A monthly report of these inspections will be provided to the Owner and as needed if issues are noted. Prior to execution of the agreement a sample of the checklist for inspection will be approved by the Owner.

27. LANDSCAPE SITE MATERIALS

27.1 AMERICAN LANDSCAPE SYSTEMS, INC. will, monthly, inspect landscape site materials including the cleanliness and condition of steel edging, concrete mow strips, gravel areas, stone retaining walls and evidence of poor drainage areas in planting beds or turf areas. Provide a monthly report of issues found with a proposal for additional service to address issues. Prior to execution of the agreement a sample of the checklist for inspection will be approved by the Owner.

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING THE LANDSCAPE MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY OF THE COLONY AND AMERICAN LANDSCAPE SYSTEMS, INC. FOR THE PURPOSE OF PROVIDING LANDSCAPE MANAGEMENT SERVICES FOR THE GRANDSCAPE DEVELOPMENT, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and Consultant have entered into an annual Agreement such that the Consultant is to provide the following services: LANDSCAPE MANAGEMENT SERVICES FOR THE GRANDSCAPE DEVELOPMENT, effective October 1, 2015 with annual automatic renewals available; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into the Agreement with AMERICAN LANDSCAPE SYSTEMS, INC. which is attached hereto and incorporated herein by reference as Exhibit "A," under the terms and conditions provided therein.

WHEREAS, with this Agreement the City of The Colony is agreeing to pay the sum not to exceed $152,146.08 annually for such work, with funding provided by the City of The Colony Public Improvement District No. 1; payment provided in monthly installments.

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

Section 1. The Agreement, which is attached and incorporated hereto as Exhibit "A", having been reviewed by the City Council of the City of The Colony, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved in the amount of $152,146.08, and the City Manager is hereby authorized to execute the Agreement on behalf of the City of The Colony, Texas.

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

PASSED, APPROVED and EFFECTIVE this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Police

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution awarding a bid and authorizing the city manager to execute a contract for police department towing services (Police, Coulon)

Background:
The bid criteria for award of the contract were based on:
1. The bid is in the best interest of the City and best value for the City
2. Guaranteed Response Time (80%)
3. Percentage of money given to the city from the sale of unclaimed vehicles (20%)

Only one bidder successfully met all the requirements of being in the best interest of the City and the best value for the City. That company is LW's Towing.

Purpose:
This bid was for a single source towing company to tow and store police initiated tows of vehicles. It also sets profit sharing for the sale of unclaimed vehicles.

Issues:

Alternatives:

Recommendations:
Staff recommends contracting with LW's.

Attachments:
Towing Bid Result Memo
Wrecker Service Agreement
Resolution

Memo

To: Troy Powell, City Manager

From: David Coulon, Police Chief

Date: October 21, 2015

Subject: Single Source Wrecker Contract Bid Result

In order to increase Police Department efficiency and provide optimal customer service to the citizens and visitors of The Colony a single source wrecker bid was opened on September 25, 2015. *Bid 75-16-15 Wrecker Service City Police Initiated Towing Services and Storage* closed on October 20, 2015.

The bid criteria for award of the contract were based on:

1. The bid is in the best interest of the City and best value for the City
2. Guaranteed Response Time (80%)
3. Percentage of money given to the city from the sale of unclaimed vehicles (20%)

Four companies bid the contract:

1. LCLTJ, Inc. dba LW's
2. Towing and Recovery Systems, Inc. dba Pro Tow Wrecker Service.
3. Brad's Towing Service, Inc.
4. Chaparal Towing and Recovery Service

Bidder (2) above did not meet the first criteria. Several of the company's drivers have unacceptable criminal histories.

Bidder's (3) and (4) above did not meet the first criteria. Both companies are no longer contracted with The Colony due to contract violations. These companies' contracts were terminated due to not meeting the contract requirements.

The remaining bidder passed criteria one and bid the following for criteria (1) and (2):

- 20/40 minute response times
- 50% of unclaimed sales

LW's is owned by a 26-year The Colony resident and has been successfully doing business with the City and Police Department for the last 20 years. All their drivers are licensed; drug screened, uniformed and passed a driving and criminal history check.

This item will be on the November 17, 2015 Council Agenda.

STATE OF TEXAS §

COUNTY OF DENTON §

CITY OF THE COLONY §

AGREEMENT FOR WRECKER SERVICE

1. **THIS AGREEMENT** ("Agreement") is entered into this **17th** day of **November,** 2015, by and between the City of The Colony, Texas ("City") and **LCLTJ, Inc. dba LW's Towing** ("Operator").

WITNESSETH:

WHEREAS, the City is a home rule municipality with the power and authority to regulate the storage, parking and towing of vehicles within its corporate limits; and

WHEREAS, the City desires to enter into an agreement with a wrecker service to remove, at the request of the City, vehicles which violate City ordinances and state law; and

WHEREAS, the Operator maintains all required licenses and certifications of any kind in connection with commercial towing and vehicle storage, and shall, during the term of this Agreement, meet any additional license or certification requirements for commercial towing and/or vehicle storage companies that may be imposed by federal, state or local authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

TERM

The City hereby grants to Operator, for a period of one (1) year from the date hereof, the right to tow and remove, upon request from the City, all vehicles required by the City to be removed from their stationary location. The City's option and approval by the Operator, this Agreement may be renewed for three (3) additional one (1) year periods, subject to the termination provisions provided in Article VIII herein below.

ARTICLE II

DUTIES OF OPERATOR

2.01 Operator shall respond to all calls by the City for light or medium duty wrecker service, as hereinafter defined, within **20** minutes from the time the call for such services is received by Operator. Response time for heavy-duty wrecker services shall not exceed **40** minutes from the time the call for such services is received by the Operator.

2.02 Operator shall maintain at all times, twenty-four (24) hours per day, seven (7) days a week, personnel on duty who shall be able to respond to a City request for wrecker service, as required by this Agreement, and to requests for release of vehicles stored and parked on Operator's property. Failure of Operator to maintain such personnel shall constitute a cause for termination of this Agreement by the City.

2.03 Operator shall maintain and operate a place for the storage of vehicles towed pursuant to this Agreement (the "storage facility"), said storage facility to be a minimum of one (1) acre, with storage capacity for a minimum 150 vehicles, and shall be maintained and kept in good condition, including paving, fencing, lighting, and security as follows:

(a) The storage facility shall be completely enclosed by a fence of at least six (6) feet in height, with a gate which is locked at all times Operator is not at the storage facility;

(b) The storage facility shall have an all-weather surface, such as concrete, asphalt, blacktop, stone, macadam, limestone, iron ore, gravel, shell or caliche that makes delivery and release of vehicles feasible in all weather conditions;

(c) The storage facility shall have a sign at its main entrance, clearly visible and readable from adjacent roadways, which shall include the street address, telephone number, the hours vehicles will be released to vehicle owners, and the State license number of the storage facility;

(d) The storage facility shall have an operable telephone, which must be publicly listed, where Operator can be contacted. If at any time, the telephone number is changed from the number in use on the date of this Agreement, Operator shall give written notice of the same and the new telephone number to the City, prior to the date the new number is used;

(e) For nighttime release of vehicles, Operator shall maintain adequate illumination at the storage facility, which shall not be less than one (1) foot-candle where the vehicles are maintained; five (5) foot-candles in the traffic lanes; and five (5) foot-candles at the entrance; and,

(f) The storage facility will have a covered and secure area of isolation to hold vehicles for evidentiary purposes. This area must be isolated and secured within the main storage facility.

Said storage facility shall be located within ten (10) miles of the City of The Colony, Texas. Failure to maintain such a storage facility within a reasonable distance from the City, as determined solely by the City Council, shall constitute cause for termination of this Agreement by the City. Operator shall deliver all vehicles to and store such vehicles at said location, unless directed otherwise by the Chief of Police, or his designated representatives.

2.04 Operator shall have the right to continue to provide wrecker and towing services to persons other than the City; provided, however, the calls and requests for wrecker service made by the City shall have immediate and absolute priority over any other calls received.

2.05 Operator shall tow, park, and store all vehicles in a safe and secure manner. Vehicle storage shall be conducted in accordance with the following requirements:

(a) All vehicles shall be kept inside the fenced area of the vehicle storage facility at all times;

(b) No stored vehicle shall be used by Operator, its agents or employees for personal or business use;

(c) A vehicle stored pursuant to this Agreement shall be secured, such as doors, windows, and/or hatchbacks closed, convertibles covered or tops raised, without additional charge. Wrecked vehicles which cannot be secured are excepted from this requirement; and

(d) A vehicle stored pursuant to this Agreement shall not be repaired, altered or parts removed without the consent of the vehicle's owner or authorized representative.

2.06 Vehicles shall be accepted for storage by Owner as follows:

(a) When Operator accepts for storage a vehicle towed without the consent of the vehicle owner, Operator shall inspect the vehicle and note, as an addition on the wrecker slip or wrecker ticket, any differences from the information previously set out thereon, but shall not write over, or deface in any manner, any prior writing on the slip or ticket. If the license plate number or vehicle identification number on the wrecker ticket or wrecker slip was incorrect, Operator shall note in its records the correct number, and notify every previously advised person(s) within forty-eight (48) hours of the current information.

(b) When storing a vehicle pursuant to this Agreement, Operation shall notify, within ten (10) calendar days, by certified or registered mail (return receipt requested), the registered owner and/or record lien holder of the vehicle that the vehicle is in the possession of Operator. A copy of the owner notification and mail receipt will be mailed to The Colony Police Department. Such notice shall provide the following information:

1. the location where the motor vehicle is located, as required by this Agreement, and the hours the vehicle can be released to the vehicle owner from that storage facility;

2. the amount of fees which must be paid before the vehicle is released;

3. the date on which the vehicle will be moved from the vehicle storage facility, if it is not recovered by the vehicle owner prior to that date;

4. from where, when, by whom the vehicle was authorized to be towed.

2.07 Operator shall not release any vehicle impounded for evidentiary reasons with a hold placed on it, except upon written direction from the Chief of Police of the City, or his designated representative. Whenever a person claims ownership or right of possession to a motor vehicle located on the vehicle storage facility, such person shall be entitled to inspect the wrecker slip or wrecker ticket. The registered motor vehicle owner, or authorized representative, shall have access to and be allowed to remove any personal belongings in the vehicle, unless otherwise directed by a peace officer.

2.08 Operator shall maintain current records during the term of this Agreement and shall make the same available for review by the City Manager, Chief of Police, or their duly designated representative, which shall be available upon one (1) day's notice. Such records shall include, but not limited to, the following:

(a) Date and time call or request for service was received by Operator;

(b) Date and time of arrival at location of vehicle to be towed and location of vehicle to be towed;

(c) Date and time of arrival at storage area after vehicle has been towed;

(d) Name of wrecker driver and the wrecker license plate number; the name of the wrecker driver shall be available only to the Texas Department of Labor and Standards or other appropriate law enforcement agency, The Colony Chief of Police, the Denton County Sheriff, and the Texas Department of Public Safety Officials;

(e) Make, model, year and color of vehicle;

(f) License plate number of the vehicle, state issuing the license, and correct vehicle identification number;

(g) A general description of the vehicle, including overall conditions of the vehicle and any damage to the body of the vehicle or missing equipment;

(h) Date, time and place of vehicle inventory search;

(i) The date the vehicle was released and the name of the individual to whom the vehicle was released;

(j) If the vehicle ownership has been transferred due to any action of the Operator, or if the vehicle has been disposed of or demolished, a copy of the certificate of title issued after the vehicle came into the Operator's possession, the certificate of authority to demolish, a police auction sales receipt, or transfer document issued by the State of Texas for the vehicle; and

(k) All amounts charged for the storage of the vehicle.

The records required by this subsection may be kept in the form of wrecker tickets and slips, so long as all information required herein is kept on the tickets and slips. Each record required to be kept by this Agreement shall be kept for two (2) years from the date of the last transaction shown in the record under Operator's care and custody.

In addition to these record keeping requirements, the Chief of Police of the City shall have the right to prescribe such other record keeping requirements as he deems appropriate to effectuate the terms of this Agreement.

2.09 Operator shall provide the opportunity for the owners of the vehicles stored by Operator to remove items of personal property from their vehicle, unless otherwise directed by a peace officer, and for appraisals and photographs by insurance agents and body shop specialists. Operator shall not dismantle or remove any part or parts from any impounded vehicles.

2.10 In the event of a motor vehicle accident, Operator shall clean and remove from the street, road, highway, alley or other public way all glass or debris resulting from such accident.

2.11 Operator shall not solicit personal or private business from owners of impounded vehicles which are stored at the location above described.

ARTICLE III

FEES

3.01 All towing, storage and other fees shall be collected by Operator. The City shall not participate, in any manner, in the collection of fees.

3.02 Operator hereby agrees that it shall not charge or seek to collect from City, any fees or costs incurred by Operator for the towing of City vehicles, or vehicles seized by the City of The Colony.

3.03 When abandoned vehicles are towed, Operator shall receive payment of towing fees after the sale of the abandoned vehicle, as set forth in Article IV of this Agreement.

3.04 The following fees and charges **are the only fees and charges** that shall apply to all towing, wrecker, and storage services provided by Operator pursuant to this Agreement regardless of any other authority given to Operator to collect fees (i.e. mileage, fuel, etc.)

Normal towing charges for vehicles	$ 95.00
Accidents requiring additional services (per accident)	$ 115.00
Heavy duty wrecker service, per hour	$ 185.00
Storage fees (each 24 hour period, said sum due at the beginning of each of such periods) (per day)	Up to 25' $ 20.00 Over 25' $ 35.00
Preservation Fee	$ 20.00

3.05 Operator shall provide to the City a current and mutually agreed upon list of all charges assessed to vehicle owner.

ARTICLE IV

SALE OF SEIZED VEHICLES

Any vehicle removed and impounded under the provisions of this Agreement, which the Police Department obtained ownership through Chapter 59 of the Code of Criminal Procedure proceedings, may be sold at a public sale under the provisions of state law and the Home Rule Charter and Ordinances of the City. The Contractor will provide auction services to The Colony Police Department for vehicles under this provision. The City will pay the Contractor ten percent (10%) of the total sales price of any vehicle sold under this Agreement. The Contractor may deduct the ten percent (10%) from the monies paid to the City for this compensation. When payment is made to the City, the auction documents showing the sales price, amount deducted, and amount being paid to the City will need to be included with payment. Both the City and the Contractor agree that all other storage and towing fees stipulated in the City's wrecker agreement are waived on these awarded vehicles.

ARTICLE V

CALL ROTATION

In the event more than one (1) towing company enters into an agreement with the City, the companies will be placed on a call rotation established by the Chief of Police; provided, however, that if any one company or individual owns more than one (1) towing company, only one (1) of those companies may be placed on the rotation. Said call rotation will not be affected when a towing company is called to tow a vehicle owned by the City.

If a towing company does not adhere to the conditions of this Agreement, it will be suspended from the call rotation for a minimum of thirty (30) days, or as designated by the Chief of Police.

ARTICLE VI

INDEMNIFICATION OF INJURY AND PERFORMANCE

Operator further specifically obligates itself to the City in the following respects, to-wit:

OPERATOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO A "INDEMNITIES"), FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER, AND FROM AND AGAINST COSTS AND EXPENSES (INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS, LOSSES, DAMAGES OR LIABILITY) ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY (INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM), ARISING FROM ANY ACT, ERROR, OMISSION OR NEGLECT OF OPERATOR, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER OPERATOR'S DIRECTION AND CONTROL, OR OTHERWISE ARISING OUT OF, OCCURRING IN CONNECTION WITH,

RESULTING FROM OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. OPERATOR'S INDEMNIFICATION HEREUNDER SHALL APPLY WITHOUT REGARD TO WHETHER ACTS, ERRORS, OMISSION OR NEGLECT OF ONE OR MORE OF THE INDEMNITEES WOULD OTHERWISE HAVE MADE THEM JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, EXCEPTING ONLY THAT OPERATOR SHALL NOT BE OBLIGATED TO SO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS IF SUCH DAMAGE OR INJURY IS DUE TO THE SOLE NEGLIGENCE OF THE CITY.

ARTICLE VII

INSURANCE / FIDELITY BOND REQUIRED

7.01 Operator shall carry complete and adequate workmen's compensation or comparable, public liability and property damage insurance in the amounts of $250,000 per individual; $500,000 per occurrence; and $250,000 property damage.

7.02 All of Operator's employees shall at all times be covered by a blanket fidelity bond in the amount of $5,000.

7.03 Operator shall name the City as an additional insured on all policies of insurance.

ARTICLE VIII

TERMINATION / NOTICE

Failure by either party hereto to comply with any of the terms of this Agreement shall be cause for termination. Prior to termination of this Agreement, and in instances where a violation may be corrected, written notice of the violation or violations shall first be given to the party in violation, which party shall thereafter have ten (10) calendar days in which to correct the violation. Failure to correct the violation within such time period shall result in immediate termination of this Agreement. Where a violation has occurred which is not subject to correction, the party not in violation may terminate this Agreement by first giving written notice of the violation and the desire to terminate to the party in violation, and this Agreement shall be terminated ten (10) days following the receipt of such notice. Further, either party may terminate this Agreement at any time during the Term of this Agreement with thirty (30) day written notice to the other party. Where required herein, written notice shall be considered received when deposited in the United States mail, or when hand delivered to the following addresses:

IF TO THE CITY:

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

IF TO THE OPERATOR: Larry Haynie, President
LCLTJ, Inc dba LW's Towing
15020 King Road
Frisco, TX 75034

ARTICLE IX

MISCELLANEOUS

9.01 Nondiscrimination. As a condition to this Agreement, Operator covenants and agrees that Operator will take all necessary actions to ensure, in connection with work under this Agreement, that Operator, the Operator's associates, subcontractors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, Operator shall keep, retain and safeguard all records relating to this Agreement for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the City upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.

9.02 Independent Contractor. By the execution of this Agreement, the City and Operator do not change the independent contractor status of Operator. No term or provision of this Agreement, or any act of Operator in the performance of this Agreement, may be construed as making the Operator the agent or representative of the City.

9.03 Assignment. Operator shall not assign any of its rights and duties under this Agreement, except upon prior written approval of the City.

9.04 Governing Law. The Agreement shall be governed by and construed in accordance with the Laws of the State of Texas. Venue shall be in Denton County, Texas.

9.05 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the City and Operator. Any modification, change or amendment to this Agreement shall be in writing and approved by both parties.

9.06 Severability. In the event any article, section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement, shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid article, section, subsection, paragraph, sentence, phrase or word; and such invalid, illegal, unconstitutional or unenforceable article, section, subsection, paragraph, sentence, phrase, or word shall be substituted by an article, section, subsection, paragraph, sentence, phrase or word as near in substance thereto as may be valid, legal, constitutional and enforceable.

9.07 Recitals. The recitals to this Agreement are found to be true and correct and are incorporated herein by reference.

EXECUTED the date and year first written above.

CITY OF THE COLONY, TEXAS

By: _____
Troy Powell, City Manager

ATTEST:

By: _____
Christie Wilson, City Secretary

_____

By: _____

Its: _____

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LW'S TOWING FOR THE PURPOSE OF PROVIDING TOWING AND WRECKER SERVICE FOR THE CITY; ADDING THE APPROVED FORM OF CONTRACT AS EXHIBIT A; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, hereby approves awarding a bid to LW'S TOWING for the purpose of providing towing and wrecker service within its corporate limits; and

Section 2. That the City Council hereby approves the agreement with a wrecker service to remove, at the request of the City, vehicles which violate City ordinances and state law; and

Section 3. That the Agreement is for a term of one (1) year from the date of execution with the option of three (3) additional one year periods, subject to provisions contained therein; and

Section 4. That the city manager is authorized to enter into the contract attached hereto and incorporated herein as Exhibit "A".

Section 5. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17TH day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Jeff Moore, City Attorney

AGENDA ITEM

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution for the purchase of two (2) Dump Trucks

Background:
In the Fiscal Year 2015-2016 Budget, Council approved the purchase of two (2) 2016 Dump Trucks. The dump truck for the "Hot Shot Crew" included a spreader, estimated cost $105,117.00. The 2016 dump truck for Public works crews is estimated at $95,647.00.

FINANCIAL SUMMARY:
Are budgeted funds available: **Yes** No Amount budgeted/available: $350K was budgeted for "Hot Shot Crew" equipment and $100K was budgeted for the Public Works dump truck.

Special Projects – Special Projects, 895-667-6630
Source of Funds: 2016 Bond Issuance

FISCAL IMPACT STATEMENT:
If this is a non-budgeted item, identify probable gain, loss, or cost for each of the next 3 years. Identify whether any cost will be incurred thereafter.

Purpose:
Seek Council Approval to purchase a dump truck for Public Works Crew, and a dump truck with a spreader for the "Hot Shot Crew" using the State Buy Board contract #430-13. Funds are available from the 2016 Bond Issuance.

Issues:

Alternatives:

Recommendations:
Approval of Purchase

Attachments:
Purchase Requisition and quote
Resolution

Purchase Order Number:
Project #:
Date Issued

REQUISITION FOR PURCHASE ORDER

Vendor: Freightliner of Austin
Address: 1701 Smith Rd (Hwy 183 So.)
Austin, TX 78721

Date Prepared: 10/15/15
Deliver To: Beth Grimes
Purpose: 8 yard dump truck for Public Works

Item #	Fund/Dept./ Account	Description	Qnty:	Unit$	Total	Vendor 1	Vendor 2	Vendor 3
1	895-667-6630	2016 dump truck for Public Works crews	1		95,647.00			
		Buy Board contract 430-13						
				Sub-Total:	95,647.00			
				Freight:				
				Total:	$ 95,647.00			

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

Prepared By: Beth Grimes

Approved:

Required Documentation at Time of Submission:

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

895-667-6630

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-12-2015

PURCHASING NAME			TELEPHONE
City of The Colony			972-625-1756
ADDRESS	CITY	STATE	ZIP CODE
6800 Main St	The Colony	Tx	75056

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2016	Freightliner	M2-106	Order	

MILEAGE:	
Buy Board contract 430-13	
Unit #1 of 2	
2016 Freightliner M2-106 chassis per specs provided	75,094.00
Warren 10ft 7-8 yd dump body per quote 06266 Dated 8-28-15	15,910.00
Tx Buy Board fee (per PO)	$400.00
Extended Engine 5/150K incl aftertreatment	3,200.00
Extended Allison Trans 5yr Unl	559.00
Extended Steer and Drive Axle 5/150K	$484.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	95,647.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	95,647.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	95,647.00

Purchase Order Number:
Project #:
Date Issued

REQUISITION FOR PURCHASE ORDER

Vendor: Freightliner of Austin
Address: 1701 Smith Rd (Hwy 183 So.)
Austin, TX 78721

Date Prepared: 10/15/15
Deliver To: Beth Grimes
Purpose 8 yard dump truck for Public Works

Item #	Fund/Dept./ Account	Description	Qnty:	Unit$	Total	Vendor 1	Vendor 2	Vendor 3
1	895-667-6630	2016 dump truck (with spreader) for "Hot Shot" crew	1		105,117.00			
		Buy Board contract 430-13						
				Sub-Total:	105,117.00			
				Freight:				
				Total:	$ 105,117.00			

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

Prepared By: Beth Grimes

Approved:

Required Documentation at Time of Submission:

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

895-667-1630 Byrd dump for Ford F350

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-12-2015

PURCHASING NAME	TELEPHONE
City of The Colony	972-625-1756

ADDRESS	CITY	STATE	ZIP CODE
6800 Main St	The Colony	Tx	75056

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2016	Freightliner	M2-106	Order	

MILEAGE:	
Buy Board contract 430-13	
Unit #2 of 2	
2016 Freightliner M2-106 chassis per specs provided	75,094.00
Warren 10ft 7-8 yd dump body per quote 06266 Dated 8-28-15	15,910.00
Warren Matl Spreader for Dump body	$9,870.00
Extended Engine 5/150K incl aftertreatment	3,200.00
Extended Allison Trans 5yr Unl	559.00
Extended Steer and Drive Axle 5/150K	$484.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	105,117.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	105,117.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	105,117.00

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015- _____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO FREIGHTLINER OF AUSTIN FOR THE PURCHASE OF TWO (2) DUMP TRUCKS, WITH PRICING AVAILABLE THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH BUYBOARD OF TEXAS; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas hereby authorizes the city manager to issue a purchase order in the amount of $105,117.00 to Freightliner of Austin for a 2016 Dump Truck (with spreader) for the "Hot Shot" crew and to issue a purchase order in the amount of $95,647.00 for a Dump Truck for Public Works crews.

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

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Public Works/Utilities

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: November 10, 2015

MEETING DATE: 11/17/2015

SUMMARY OF REQUEST: Consider approving a resolution awarding a bid and authorizing the city manager to execute a contract with H&H Concrete on Demand and Custom Crete for the annual purchase of concrete to include the option of three (3) additional one-year extensions.

Background:
Bid #90-16-02_Concrete advertised on 9/25/2015 and 10/02/2015 in the local newspaper and on the City purchasing web site **www.bidsync.com** for the purchase and delivery of concrete onsite

FINANCIAL SUMMARY:
Are budgeted funds available: **Yes** No Amount budgeted/available: $500,000.00 Fund(s) Utility Fund 200-667-6420 and 200-667-6424
Source of Funds: Public Works Operations

FISCAL IMPACT STATEMENT:
If this is a non-budgeted item, identify probable gain, loss, or cost for each of the next 3 years. Identify whether any cost will be incurred thereafter.

Purpose:
Approval of H&H Concrete as primary and Custom Crete as Secondary for the annual purchase of onsite concrete with three (3) additional one (1) year renewals. Purchase of Concrete is essential to Public Works, therefore, we consider it necessary to have the option of using two vendors.

Issues:

Alternatives:

Recommendations:
Staff recommends accepting the H&H Concrete on Demand bid as the primary contract and the Custom Crete as the secondary.

Attachments:
Bid Specifications
Bid Tab
Contract with H&H Concrete
Contract with Redi Mix LLC, DBA: Custom Crete
Resolution

ANNUAL CONTRACT FOR MIXED ON SITE CONCRETE
BID NUMBER 90-16-02-CONCRETE

SPECIFICATIONS

The purpose of this specification is to establish an annual contract for the purchase of mixed-on-site concrete for use by the City of The Colony Streets Department on as needed basis. The plant location must be within a fifteen (15) mile radius of the city limits of the City of The Colony 75056. The fifteen (15) mile radius will be determined by driving the shortest route posted for heavy trucks.

CONTRACT TERM

The contract period shall commence upon execution of the contract and continue for a period of one (1) year. The City will have the right and option to extend the term of the contract for three (3) additional one (1) year period upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

DELIVERY

The awarded vendor will be required to make deliveries to designated locations within the City of The Colony as determined by the City within 48 hours of receipt of request. Mixed-on-Site Concrete shall meet all requirements of the latest standard specification.

DELIVERY DOCUMENTATION

A weight ticket for each load is required. Each ticket must contain mix design use/number, date, batch time, pickup or delivery time, gross weight, net weight, volume and total amount billed for the delivery.

MIX DESIGNS

Complete concrete mix designs for each use, including historical compressive strength data, shall be submitted with each bid. The awarded vendor shall assume full responsibility for the selection of the concrete mixture proportions and guarantee its strength.

Annual Contract for Mixed on Site Concrete
Bid Number 90-16-02_Concrete

			PRIMARY	SECONDARY
			H&H CONCRETE	CUSTOM CRETE
ITEM	DESCRIPTION	UNITS	UNIT PRICE	UNIT PRICE
1	5 SACK MIX (3000 IN 28 DAYS)	CUBIC YARDS	$ 125.00	$ 137.90
2	6 SACK MIX (3000 IN 28 DAYS)	CUBIC YARDS	$ 135.00	$ 142.90
3	3000 IN 48 HOURS MIX	CUBIC YARDS	$ 174.00	$ 190.90
4	3000 IN 24 HOURS MIX	CUBIC YARDS	$ 197.00	$ 200.90
5	4 SACK MIX FLOWABLE FILL	CUBIC YARDS	$ 108.00	$ 107.90

CITY OF THE COLONY, TEXAS

AGREEMENT

This agreement is entered into by the City of The Colony, Texas, hereinafter referred to as the "City," and H&H Concrete, hereinafter referred to as the "Primary Contractor."

A. Contractor hereby agrees to provide custom mixed concrete according to the specifications set out in Bid No. 90-16-02-CONCRETE.

B. Contractor shall provide proof of insurance in V.A.C.S. requirements.

C. Contractor agrees to defend, indemnify and hold harmless the city from all damages, costs, expenses, and attorney fees for all claims and suits including claims and suits for death, personal injury, and property damage, arising out of, or connected with, the work performed under this contract whether or not caused in whole or in part of the negligence of the city, its agents, or employees.

D. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner.

E. Invoices are to be presented to the City of The Colony by the first (1st) of each month, and shall be paid in accordance with the financial procedures for the City of The Colony.

H&H Concrete on Demand	CITY OF THE COLONY, TEXAS
_____	_____
Signature of Contractor	TROY POWELL, CITY MANAGER
Date: _____	Date: _____

CITY OF THE COLONY, TEXAS

AGREEMENT

This agreement is entered into by the City of The Colony, Texas, hereinafter referred to as the "City," and Redi Mix,LLC, DBA Custom Crete, hereinafter referred to as the "Secondary Contractor."

A. Contractor hereby agrees to provide custom mixed concrete according to the specifications set out in Bid No. 90-16-02-CONCRETE.

B. Contractor shall provide proof of insurance in V.A.C.S. requirements.

C. Contractor agrees to defend, indemnify and hold harmless the city from all damages, costs, expenses, and attorney fees for all claims and suits including claims and suits for death, personal injury, and property damage, arising out of, or connected with, the work performed under this contract whether or not caused in whole or in part of the negligence of the city, its agents, or employees.

D. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner.

E. Invoices are to be presented to the City of The Colony by the first (1st) of each month, and shall be paid in accordance with the financial procedures for the City of The Colony.

REDI MIX LLC, DBA CUSTOM CRETE	CITY OF THE COLONY, TEXAS
_____	_____
Signature of Contractor	TROY POWELL, CITY MANAGER
Date: _____	Date: _____

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO H&H CONCRETE ON DEMAND AND CUSTOM CRETE FOR THE PURPOSE OF PURCHASING CONCRETE FOR STREET REPAIRS; AUTHORIZING THREE OPTIONAL ONE YEAR EXTENSIONS; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, hereby approves awarding an annual bid to H&H CONCRETE ON DEMAND as the primary source and CUSTOM CRETE as a secondary source for purchasing concrete for street repairs.

Section 2. That the City Council hereby approves the option of extending the contracts for three one year terms.

Section 3. That the City Manager or his designee is authorized to issue said purchase orders.

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

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Engineering

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution authorizing the city manager to execute a contract amendment for Construction Materials Engineering and Testing Services for Phase 2 of the South Colony Boulevard Grade Separation at the Sam Rayburn Tollway/SH 121 (Engineering, Scruggs)

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

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

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

The Phase 2 construction contract has been awarded to Mario Sinacola and work began in March. Landtech Engineers has been conducting laboratory and field testing of materials for the project. The initial contract was for $141,052.50 and was based on an estimate of the testing. To complete the project, an additional $84,915 is needed. Staff recommends approval of the contract amendment to complete the laboratory and field testing of materials for Phase 2 of the South Colony Overpass.

Purpose:
Consider a contract amendment with Landtech Engineers for Construction Materials Engineering and Testing Services for Phase 2 of the South Colony Boulevard Grade Separation at the Sam Rayburn Tollway/SH 121 (SRT). This work is to continue materials engineering and testing for construction of the ramps from South Colony Blvd. to the Nebraska Furniture Mart Drive bridge.

Issues:
With approval of the contract amendment, construction of Phase 2 will be completed in January.

Alternatives:
N/A

Recommendation:
Staff recommends approval of the contract amendment with Landtech Engineers.

Suggested motion: I move to recommend approval of a contract amendment for Construction Materials Engineering and Testing Services for Phase 2 of the South Colony Boulevard Grade Separation at the SRT.

FINANCIAL SUMMARY:
Are budgeted funds available: ☒ Yes ☐ No Amount budgeted/available: $84,915.00

Fund(s) (Name and number): GF balance
Source of Funds: GF balance $141,052.50 & TIRZ One Reimbursement $84,915.00

Cost of recommended bid/contract award: $84,915.00
Total estimated project cost:

$ _____	Architecture/engineering	Already authorized	☐ Yes	☐ No
$ 141,052.50	Original contract	Already authorized	☒ Yes	☐ No
$ 84,915.00	Contract amendment	Already authorized	☐ Yes	☒ No
$ _____	Other	Already authorized	☐ Yes	☐ No
$ 225,967.50	Total estimated costs			

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

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

Attachments:
Location Map
Contract Amendment
Resolution

N
W E
S

Location Map

THE COLONY
City by the Lake

Received

LandTec Engineers

STATE OF TEXAS)

COUNTY OF DENTON)

AMENDMENT OF CONSULTANT'S CONTRACT

THIS agreement is by and between the City of The Colony, Texas, a Texas home rule municipality and LANDTEC Engineers, LLC., hereinafter known as Professional, a Texas corporation, with principal offices located in the State of Texas.

WHEREAS, the City and Professional have entered into an agreement such that the Consultant is to provide the following additional services: An extension of the contract based on a completion date of November 30, 2015 per the attached letter and cost estimate dated October 5, 2015 from LANDTEC Engineers, LLC.

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

WHEREAS, with this Contract Amendment #1, the City of The Colony is hereby approving such additional work and agreeing to pay the Professional on an as needed task order basis as more specifically set forth in the attached letter and cost estimate dated October 5, 2015 from LANDTEC Engineers, LLC.

WHEREAS, with this Contract Amendment #1, the City of The Colony is hereby approving and agreeing to increase the contract funding by $84,915.00.

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

1. Professional, in addition to the work to be performed in the Contract dated March 03, 2015 shall perform the task(s) described in the attached letter and cost estimate basically described as additional services, including the extension of the contract until November 30, 2015 and performing additional testing services on an as needed basis.

2. The new not to exceed amount of this contract after the addition of the $84,915.00 project funding is now $225,967.50.

3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the 7th day of October 2015.

CITY OF THE COLONY, TEXAS

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
CITY SECRETARY

LANDTEC ENGINEERS, LLC.

By: Thomas D Baker

Printed Name: Thomas D. Baker

Title: President

ATTEST:

Julie McCormack
SECRETARY

Geotechnical & Environmental Engineering
Construction Materials Testing
Laboratory Testing

October 5, 2015
Project No. 2131

Mr. Ronald L. Hartline, P.E.
Senior Engineer
City Of The Colony
6800 Main Street
The Colony, Texas 75056

Re: Change Order No. 1 - Request for Construction Materials Engineering & Testing Services, S.H. 121/S. Colony Blvd. Interchange, Ph. 2 The Colony,Texas

Dear Ron:

Per our email on Friday, October 2, 2015 we are going to exceed the budget on the Phase 2 of the S.H. 121/S. Colony Blvd. Interchange project. Our current contract was for $141,052.50 through October 31, 2015. We are estimating an additional $84,915 to complete the project based on a completion date of November 30, 2015 or before which Mario Sinacola & Sons provided.

The attached Cost Estimate sheets estimate the number of hours, tests, transportation, report preparation and review time to complete the project.

If additional information is needed or if you have questions, please call.

Sincerely,

Julie McCormack

Julie McCormack
Office Manager | LandTec Engineers, LLC

Attachments: Cost Estimate Spreadsheets (A1 – A5)

Construction Materials Engineering and Testing (CoMET Sevices)
Highway 121/South Colony Blvd. Interchange Phase 2
The Colony, Texas

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
	Soil and Base Testing				
1	Sr.Field Representative	hr	40	60.00	2,400.00
2	Sr.Field Representative (OT)	hr	10	90.00	900.00
3	Transportation	mi	500	0.65	325.00
4	Engineering Technician	hr	40	60.00	2,400.00
5	Engineering Technician (OT)	hr	10	90.00	900.00
6	Transportation	mi	500	0.65	325.00
7	Project Geotechnical Engineer (Field)	hr	5	135.00	675.00
8	Transportation	mi	200	0.65	130.00
9	Preparation of Soil and Flexible Base Materials for Testing (included in other tests) TEX-101-E	ea	1	45.00	45.00
10	Liquid Limit of Soils (included in 106-E) TEX-104-E	ea	-	-	-
11	Liquid Limit of Soils (included in 106-E) TEX-105-E	ea	-	-	-
12	Calculating the Plasticity Index of Soils TEX-106-E	ea	1	75.00	75.00
13	Particle Size Analysis of Soils TEX-110-E	ea	1	100.00	100.00
14	Moisture-Density Relationship of Base Materials TEX-113-E	ea	1	300.00	300.00
15	Moisture-Density Relationship of Subgrade and Embankment Soil TEX-114-E	ea		300.00	-
16	Field Method for In-Place Density of Soils and Base Materials TEX-115-E	ea	5	35.00	175.00
17	Ball Mill Method for the Disintegration of Flexible Base Material TEX-116-E	ea		225.00	-
18	Traxial Compression Tests For Disturbed Soils and Base Materials (Part II) (6-day turn-around) TEX-117-E, PART II	ea	-	2,500.00	-
19	Traxial Compression Tests For Disturbed Soils and Base Materials (Part II) (9-day turn-around) TEX-117-E, PART II	ea	-	2,100.00	-
20	Moisture-Density Relationship of Base Materials with Traxial Compression Tests for Distrubed Soils and Base Materials (Part II) (10-day turn-around) TEX-113-E w/TEX-117-E, PART II	ea	-	2,800.00	-
21	Moisture-Density Relationship of Base Materials with Traxial Compression Tests for Distrubed Soils and Base Materials (Part II) (13-day turn-around) TEX-120-E, TEX-121-E, TEX-113-E w/TEX-117-E, PART II	ea		2,500.00	-
22	Measuring Thickness of Pavement Layer TEX-140-E	ea	-	35.00	-
23	Determining Sulfate Content in Soils - Colorimetric Method (on base retained on the No. 40 sieve) TEX-145-E	ea	3	150.00	450.00
24	Sieve Analysis of Fine and Course Aggregate (dry, from ignition oven with known correction factors) TEX-200-F	ea	-	75.00	-
25	Sand Equivalent Test TEX-203-F	ea	-	125.00	-

Construction Materials Engineering and Testing (CoMET Sevices)
Highway 121/South Colony Blvd. Interchange Phase 2
The Colony, Texas

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
	Soil and Base Testing (cont'd)				
26	Sampling Flexible Base, Stone, Gravel, Sand and Mineral Aggregates TEX-400-A	ea	3	100.00	300.00
27	Abrasion of Coarse Aggregate Using the Los Angeles Machine TEX-410-A	ea	-	275.00	-
28	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate TEX-411-A	ea	-	400.00	-
29	Degradation of Coarse Aggregate by Micro-Deval Abrasion TEX-461-A	ea	-	-	-
30	Acid Insoluble Residue for Fine Aggregate TEX-612-J		-	200.00	-
31	Troxler Nuclear Density Gauge	wk	2	375.00	750.00
32	Report Preparation/Clerical	hr	6	45.00	270.00
33	Project Engineer - Review	hr	2	135.00	270.00
	Subtotal =				**10,790.00**
	Retaining Walls				
34	Sr.Field Representative	hr	20	60.00	1,200.00
35	Sr.Field Representative (OT)	hr		90.00	-
36	Transportation	mi	200	0.65	130.00
37	Engineering Technician	hr	20	60.00	1,200.00
38	Engineering Technician (OT)	hr	10	90.00	900.00
39	Transportation	mi	500	0.65	325.00
40	Project Geotechnical Engineer (Field)	hr	5	135.00	675.00
41	Transportation	mi	200	0.65	130.00
42	Preparation of Soil and Flexible Base Materials for Testing (Included in other tests) TEX-101-E	ea		45.00	-
43	Liquid Limit of Soils (included in 106-E) TEX-104-E	ea		-	-
44	Liquid Limit of Soils (Included in 106-E) TEX-105-E	ea		-	-
45	Calculating the Plasticity Index of Soils TEX-106-E	ea		75.00	-
46	Particle Size Analysis of Soils TEX-110-E	ea		100.00	-
47	Moisture-Density Relationship of Base Materials TEX-113-E	ea		300.00	-
48	Moisture-Density Relationship of Subgrade and Embankment Soil TEX-114-E	ea		300.00	-
49	Field Method for In-Place Density of Soils and Base Materials TEX-115-E	ea	10	35.00	350.00
50	Troxler Nuclear Density Gauge	wk	1	375.00	375.00
51	Report Preparation/Clerical	hr	2	45.00	90.00
52	Project Engineer - Review	hr	1	135.00	135.00
	Subtotal =				**5,510.00**

Construction Materials Engineering and Testing (CoMET Sevices)
Highway 121/South Colony Blvd. Interchange Phase 2
The Colony, Texas

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
	Pavement Subgrade				
53	Sr.Field Representative	hr	35	60.00	2,100.00
54	Sr.Field Representative (OT)	hr	10	90.00	900.00
55	Transportation	mi	500	0.65	325.00
56	Engineering Technician	hr	30	60.00	1,800.00
57	Engineering Technician (OT)	hr	10	90.00	900.00
58	Transportation	mi	500	0.65	325.00
59	Project Geotechnical Engineer (Field)	hr	8	135.00	1,080.00
60	Transportation	mi	400	0.65	260.00
61	Preparation of Soil and Flexible Base Materials for Testing (included in other tests) TEX-101-E	ea	2	45.00	90.00
62	Liquid Limit of Soils (included in 106-E) TEX-104-E	ea	2	-	-
63	Liquid Limit of Soils (included in 106-E) TEX-105-E	ea		-	-
64	Calculating the Plasticity Index of Soils TEX-106-E	ea	2	75.00	150.00
65	Particle Size Analysis of Soils TEX-110-E	ea	2	100.00	200.00
66	Moisture-Density Relationship of Base Materials TEX-113-E	ea	1	300.00	300.00
67	Moisture-Density Relationship of Subgrade and Embankment Soil TEX-114-E	ea	1	300.00	300.00
68	Field Method for In-Place Density of Soils and Base Materials TEX-115-E	ea	20	35.00	700.00
69	Gradation - Field	ea	8	35.00	280.00
70	Troxler Nuclear Density Gauge	wk	4	375.00	1,500.00
71	Report Preparation/Clerical	hr	8	45.00	360.00
72	Project Engineer - Review	hr	4	135.00	540.00
	Subtotal =				**12,110.00**
	Concrete Paving				
73	Sr.Field Representative	hr	50	60.00	3,000.00
74	Sr.Field Representative (OT)	hr	30	90.00	2,700.00
75	Transportation	mi	1,000	0.65	650.00
76	Engineering Technician	hr	110	60.00	6,600.00
77	Engineering Technician (OT)	hr	60	90.00	5,400.00
78	Transportation	mi	1,700	0.65	1,105.00
79	Concrete Cylinders	ea	100	21.00	2,100.00
80	Report Preparation/Clerical	hr	20	45.00	900.00
81	Project Engineer - Review	hr	10	125.00	1,250.00
	Subtotal =				**23,705.00**

Construction Materials Engineering and Testing (CoMET Sevices)
Highway 121/South Colony Blvd. Interchange Phase 2
The Colony, Texas

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
	Cast-In-Place Concrete				
82	Sr.Field Representative	hr	35	60.00	2,100.00
83	Sr.Field Representative (OT)	hr	10	90.00	900.00
84	Transportation	mi	500	0.65	325.00
85	Engineering Technician	hr	90	60.00	5,400.00
86	Engineering Technician (OT)	hr	80	90.00	7,200.00
87	Transportation	mi	1,700	0.65	1,105.00
88	Sampling Flexible Base, Stone, Gravel, Sand and Mineral Aggregates TEX-400-A	ea	1	100.00	100.00
89	Abrasion of Coarse Aggregate Using the Los Angeles Machine TEX-410-A	ea	1	275.00	275.00
90	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate TEX-411-A	ea	1	400.00	400.00
91	Degradation of Coarse Aggregate by Micro-Deval Abrasion TEX-461-A	ea	-	-	-
92	Acid Insoluble Residue for Fine Aggregate TEX-612-J	ea	1	200.00	200.00
93	Concrete Cylinders	ea	60	21.00	1,260.00
94	Report Preparation/Clerical	hr	20	45.00	900.00
95	Project Engineer - Review	hr	10	135.00	1,350.00
	Subtotal =				**21,515.00**
	Asphaltic Concrete Pavement				
96	Sr.Field Representative	hr	10	60.00	600.00
97	Sr.Field Representative (OT)	hr	2	90.00	180.00
98	Transportation	mi	200	0.65	130.00
99	Engineering Technician	hr	20	60.00	1,200.00
100	Engineering Technician (OT)	hr	5	90.00	450.00
101	Transportation	mi	500	0.65	325.00
102	Project Geotechnical Engineer (Field)	hr	2	135.00	270.00
103	Transportation	mi	100	0.65	65.00
104	(Lab-Molded Density of Production Mixture-Texas Gyratory)(a set of 3 molds with one Gr) TEX-206-F w/TEX-207-F, Part I w/	ea			
105	Method of Compacting Test Specimens of Bituminous Mixtures with Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures TEX-227-F	ea	1	250.00	250.00
106	Density of Compacted Bituminous Mixtures, Part I-Bulk Specific Gravity of Compacted Bituminous Mixtures &/or Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method (a set of 2 cores cut by the Contractor) TEX-207-F, PART I &/OR PART VI	ea	4	65.00	260.00
107	Density of Compacted Bituminous Mixtures, Part V-Determining Mat Segregation using a Density-Testing Gauge TEX-207-F, PART V	ea	4	50.00	200.00
108	Density of Compacted Bituminous Mixtures, Part VII - Determining Longitudinal Joint Density using a Density-Testing Gauge TEX-207-F, PART VII	ea	4	40.00	160.00
109	Moisture Content of Bituminous Mixtures TEX-212-F	ea	-	40.00	-
110	Deleterious Material and Decantation Test for Coarse Aggregate TEX-217-F	ea	1	75.00	75.00

Construction Materials Engineering and Testing (CoMET Sevices)
Highway 121/South Colony Blvd. Interchange Phase 2
The Colony, Texas

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
	Asphaltic Concrete Pavement (cont'd)				
111	Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests) TEX-221-F	ea	-	-	-
112	Sampling Bituminous Mixtures (included in other tests) TEX-222-F	ea	-	-	-
113	Determination of Flakiness Index TEX-224-F	ea	-	100.00	-
114	Indirect Tensile Strength Test (production mix)(making a set of 4 specimens and then indirect tensile testing) TEX-226-F	ea	-	150.00	-
115	Determining Draindown Characteristics in Bituminous Materials TEX-335-F	ea	-	100.00	-
116	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors)(a set of 6 samples) TEX-236-F	ea	-	800.00	-
117	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (production Mixture) TEX-236-F	ea	-	150.00	-
118	(Lab-Molded Density of Production Mixture-Superpave Gyratory)(a set of 3 molds with one Gr) Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) with Density of Compacted Bituminous Mixtures, Part I-Part I - Bulk with Theoretical Maximum Specific Gravity of Bituminous Mixtures TEX-241-F w/TEX-207-F, Part I, w/ TEX-227-F	ea	-	350.00	-
119	Hamburg Wheel-Tracking Test (production mix, molded samples) TEX-242-F	ea	-	-	-
120	Thermal Profile of Hot Mix Asphalt TEX-244-F	ea	-	60.00	-
121	Permeability of Water Flow of Hot Mix Asphalt (TxDOT to provide equipment) TEX-246-F	ea	-	50.00	-
122	Flat and Elongated Particles TEX-280-F	ea	-	125.00	-
123	Effect of Water on Bituminous Paving Mixtures (production mix) TEX-530-C	ea	-	125.00	-
124	Report Preparation/Clerical	hr	4	45.00	180.00
125	Project Engineer - Review	hr	2	135.00	270.00
	Subtotal =				**4,615.00**
	Construction Meetings				
126	Project Engineer (P.E.)	hr	40	135.00	5,400.00
127	Transportation	mi	500	0.65	325.00
128	Sr. Field Representative	hr	12	60.00	720.00
129	Report Preparation/Clerical	hr	5	45.00	225.00
	Subtotal =				**6,670.00**
	Total =				**84,915.00**

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH LANDTEC ENGINEERS, LLC FOR THE PURPOSE OF CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES FOR PHASE II OF THE SOUTH COLONY BOULEVARD GRADE SEPARATION AT THE SAM RAYBURN TOLLWAY/SH 121; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas approves entering into a Contract Amendment with Landtec Engineers, LLC for construction materials engineering and testing services for Phase II of the South Colony Boulevard Grade Separation at the Sam Rayburn Tollway/SH 121.

Section 2. That the City Council of the City of The Colony, Texas and Landtec Engineers, LLC, entered into an agreement such that the Consultant is to provide additional testing services on an as needed basis.

Section 3. That the City Manager is authorized to execute a Contract Amendment #1 to increase funding by $84,915.00 for said work.

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

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Engineering

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Consider approving a resolution authorizing the city manager to execute a contract for repair of Crawford Drive (Engineering, Scruggs)

Background:
Utilities have been installed on Crawford Drive adjacent to Main Street as a part of the utility relocations for the widening of Main Street/FM 423. Due to the poor condition of the existing street, staff recommends complete replacement of this segment of Crawford Drive.

Staff reviewed costs under the existing contract for FM 423 and using the Interlocal Agreement with the City of Carrollton, the work can be performed at a cost savings by SAZ Infrastructure for $69,423.42.

Staff recommends approval of the contract with SAZ Infrastructure. This project is 100% funded by Denton County.

Purpose:
This contract will authorize construction to proceed for repair of Crawford Street where City utilities were installed as a part of the Main Street/FM 423 utility relocations. This street will be repaired as 6"to the same width as existing with 6" thick reinforced concrete pavement and stabilized subgrade.

Issues:
If the contract is approved, construction will begin in May and be completed in June 2016.

Alternatives:
N/A

Recommendations:
Staff has reviewed the contract and recommends approval.

Suggested motion: I move to recommend approval of a contract with SAZ Infrastructure for repair of Crawford Drive.

FINANCIAL SUMMARY:

Are budgeted funds available: ☒ Yes ☐ No Amount budgeted/available: $ 69,423.42
(subject to approval of budget amendment)

Fund(s) (Name and number): Denton County 821
Source of Funds: Denton County Interlocal Agreement
Cost of recommended bid/contract award: $ 69,423.42
Total estimated project cost:

$ 0.00	Architecture/engineering (w/FM 423)	Already authorized	☒ Yes ☐ No
$ 69,423.42	Construction	Already authorized	☐ Yes ☒ No
$ 0.00	Other Improvements (N/A)	Already authorized	☐ Yes ☒ No
$ 69,423.42	Total estimated costs		

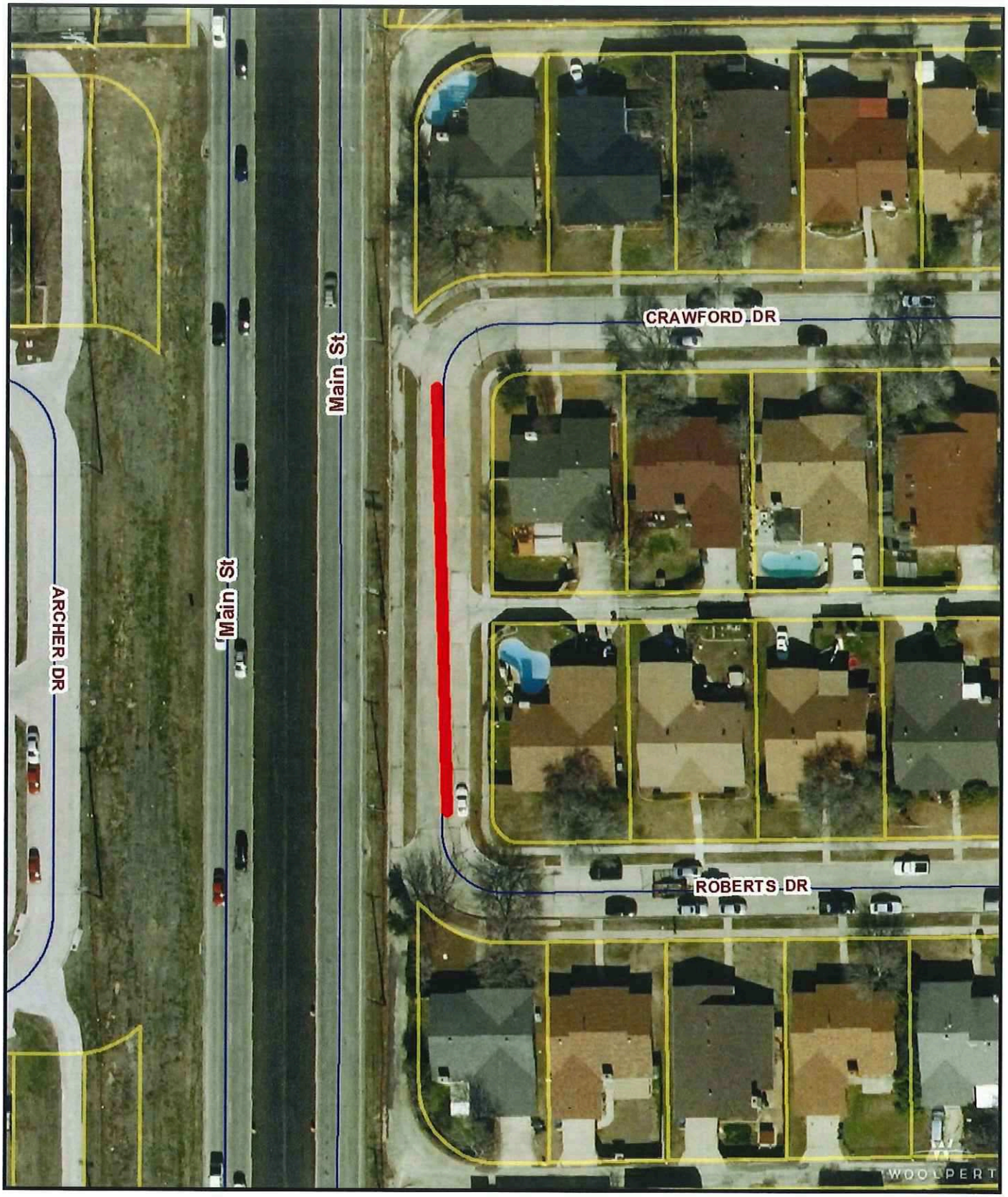
Future Costs (if any): _____ Revenue Generated: $ _____

FISCAL IMPACT STATEMENT

If this is a non-budgeted item, identify probable gain, loss, or cost for each of the next 3 years. Identify whether any cost will be incurred thereafter. **Maintenance bond for two years then City maintenance begins.**

Attachments:

Location Map
Contract Unit Costs
Resolution



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Location Map

Units in Feet

0 35 70 140

DISCLAIMER
This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.

SAZ INFRASTRUCTURE

P.O. BOX 797822

DALLAS TX 75379

USA

Residential & Commercial Construction

Date: October 13 2015

Proposal No: 101315-001

SUBMITTED TO: Robert Kotasek
City of the Colony
6800 Main St
The Colony, TX 75056

Contact Phone:

Job Name/Location: Crawford Dr. The Colony TX

Estimator: Sabeel

JOB DESCRIPTION
Concrete Repair Work on Crawford Drive

ITEM	DESCRIPTION		UNIT	QTY	UNIT PRICE	AMOUNT
1	To remove and replace 6" Thick concrete street pavement, 4000 PSI, No 4 rebar with 3/4 in dowels as per city specification.					
	Dimensions					
South Side	146.10 X 27	438.3 SY				
By Curb Inlet	2.11 X 4	0.94 SY				
Point Repair	12 X9	12 SY				
Point Repair	2.3 X 1.2	0.31 SY				
North side	129.2 X 18	258.4 SY				
North Side	54.4 X 27	163.20 SY				
Total S.Y.		873.15 SY				
			SY	873.15	74.80	65,311.62
9	Installation of 6" Integral Curb		LF	534	7.70	4,111.80
			Total bid Proposal			69,423.42

Notes:
City of Carollton Bid prices are applied here with, same scope of work and bid item nos. Alteration. City of Carrolton requires No. 3 rebar reinforcement/Colony requires No. 4. No Price adjustment required at this time on this item. No. 4 Rebar to be utilized in Colony. Subbase treatment: Optional 6" placement of flex base compacted in place or 2" additional Concrete thickness. To be determined by City Inspections.

Sabeel Fatehdin

PREPARED BY Sabeel Fatehdin

October 13 2015

DATE

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE REPAIR OF CRAWFORD STREET BY AND BETWEEN THE CITY OF THE COLONY AND SAZ INFRASTRUCTURE; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, approves a contract by and between the City of The Colony and SAZ Infrastructure for the repair of Crawford Street, where City utilities were installed as a part of the Main Street/FM 423 utility relocations.

Section 2. That the city manager is authorized to execute a contract with SAZ Infrastructure in the amount of $69,423.42.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Finance

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider approving an ordinance authorizing the issuance of Certificates of Obligation, Series 2015; establishing procedures for the sale and delivery of bonds; levying an annual ad valorem tax for the payment of said bonds; and enacting other provisions relating to the subject; also refund approximately $14.6 million of 2005 & 2007 bonds (Finance, Cranford)

Background:

Purpose:
Issue certificate of obligation not to exceed $12 million to support CIP projects in the 15-16 operating budget.

Also, refund approximately $14.6 million of Series 2005 and 2007 principle to take advantage of low interest rates. Parameter refunding agreement approved during Oct 6th Council Meeting requires the net present value of debt service saving of at least 5% and the maximum true interest cost shall not exceed 3.15%.

Issues:

Alternatives:

Recommendations:

Attachments:
CO Draft Ordinance

ORDINANCE NO. 2015-____

AN ORDINANCE authorizing the issuance of "CITY OF THE COLONY, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited surplus pledge of the City's waterworks and sewer system; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and Purchase Agreement, and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $12,000,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) improving and extending the City's waterworks and sewer system, (iii) acquiring equipment and vehicles for the utilities department, (iv) improving and equipping the City's information technology system, and (v) professional services rendered in connection therewith, has been duly published in *Lewisville/Flower Mound Neighbors Go*, a newspaper of general circulation in the City of The Colony, Texas on October 16, 2015, and October 23, 2015, the date the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this Ordinance; and

WHEREAS, the City Council hereby finds and determines that $_____ principal amount of the certificates of obligation described in such notice should be authorized at this time; now, therefore,

BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS:

Section 1. **Authorization - Designation - Principal Amount - Purpose**. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $_____, to be designated and bear the title "CITY OF THE COLONY, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) improving and extending the City's waterworks and sewer system, (iii) acquiring equipment and vehicles for the utilities department, (iv) improving and equipping the City's information technology system, and (v) professional services rendered in

connection therewith, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Section 2. Fully Registered Obligations - Certificate Date - Authorized Denominations - Stated Maturities - Interest Rates. The Certificates are issuable in fully registered form only, shall be dated November 15, 2015 (the "Certificate Date"), and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

The Certificates shall bear interest on the unpaid principal amount thereof from the date of the initial delivery of the Certificates at the per annum rates shown above (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2016.

Section 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Such payments shall be payable, without exchange or collection charges, to the Holder in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of U.S. Bank National Association, Dallas, Texas, or its assigns to serve as Paying Agent/Registrar for the Certificates is hereby approved and

confirmed. The City agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office (defined below) of the Paying Agent/Registrar, books and records relating to the registration, payment, and transfer of the Certificates (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity duly qualified and legally authorized to act as and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice of the change to be sent to each registered owner of the Certificates by United States mail, first-class postage prepaid; and such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Certificates only to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall pay either by: (1) check sent by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. <u>Redemption</u>.

(a) <u>[Mandatory Redemption.</u> The Certificates having Stated Maturities of February 15 in each of the years 20__ and 20__ (collectively, the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and

accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Certificates due February 15, 20__		Term Certificates due February 15, 20__	
Redemption Date	Principal Amount ($)	Redemption Date	Principal Amount ($)
February 15, 20__		February 15, 20__	

* Stated maturity.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.**]**

(b) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2026 shall be subject to redemption prior to maturity, at the option of the City on February 15, 2025, or any date thereafter, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar) at the redemption price of par, together with interest accrued to the redemption date.

Not less than forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of: (1) the decision to redeem Certificates, (2) the principal amount of each Stated Maturity to be redeemed, and (3) the date of redemption.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding, which is obtained by dividing the principal amount of such Certificates by $5,000, and shall select by lot the Certificates to be redeemed within such Stated Maturity.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of

mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall: (1) specify the date of redemption for the Certificates, (2) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (3) state the redemption price, (4) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (5) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the specified redemption date; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender for transfer of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Certificates surrendered for exchange upon the surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer under this Section are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any Certificate registered and delivered pursuant to Section 23 hereof in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

Section 6. <u>Book-Entry-Only Transfers and Transactions</u>. Notwithstanding the provisions contained in Sections 3, 4 and 5 relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue the use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7. Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or the Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers and the seal of the City on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially as set forth in the form of the Initial Certificate(s) provided in Section 9B, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially as set forth in the form of the definitive Certificates provided in Section 9C, manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered, and delivered.

Section 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued either as (i) a single fully registered certificate in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 and numbered T-1 or, alternatively, (ii) as one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration of the Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or be determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference to such a portion on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof, but the Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide (i) for issuance of one fully registered Certificate for the Stated Maturity in the aggregate principal amount of such Stated Maturity and (ii) for registration of such Certificate in the name of a securities depository, or the nominee thereof. While any Certificate is registered in the name of a securities depository or its nominee, references herein and in the Certificates to the holder or owner of such Certificate shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Definitive Certificates.

REGISTERED REGISTERED
NO. ____ $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF THE COLONY, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2015

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP NO.
November 15, 2015	_____%	February 15, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of The Colony (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named

above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount stated above from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of the initial delivery of the Certificates) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2016. Principal of this Certificate shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Certificate (or of one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner, recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) improving and extending the City's waterworks and sewer system, (iii) acquiring equipment and vehicles for the utilities department, (iv) improving and equipping the City's information technology system, and (v) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall

be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Certificates due February 15, 20__		Term Certificates due February 15, 20__	
Redemption Date	Principal Amount ($)	Redemption Date	Principal Amount ($)
February 15, 20__		February 15, 20__	

* Stated maturity.

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

The Certificates maturing on and after February 15, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first-class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption

date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and, together with the outstanding Previously Issued Certificates (identified and defined in the Ordinance), are additionally payable from and secured by a lien on and limited pledge of the Surplus Revenues (as described in the Ordinance) of the City's waterworks and sewer system (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of the Net Revenues (as defined in the Ordinance) of the System securing the payment of the Prior Lien Obligations (as defined in the Ordinance) currently outstanding or as may hereafter be issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Previously Issued Certificates and the Certificates and equally and ratably secured by a parity lien on and pledge of the Surplus Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and, for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of

the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Surplus Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF THE COLONY, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
City Secretary

(City Seal)

C. <u>Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate(s) Only</u>.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(Seal)

D. <u>Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only</u>.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within - mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The office of the Paying Agent/Registrar in St. Paul, Minnesota, is the Designated Payment/Transfer Office for this Certificate.

U.S. BANK NATIONAL ASSOCIATION, Dallas, Texas, as Paying Agent/Registrar

Registered this date:

_____

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
_____
_____
(Social Security or other identifying number: _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

F. The Initial Certificate(s) shall be in the form set forth in paragraph (B) of this Section, except that the form of a single, fully-registered Certificate shall be modified as follows:

Heading and first paragraph shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF THE COLONY, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2015

Certificate Date: November 15, 2015

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of The Colony (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated, on February 15 in each of the years and in principal installments in accordance with the following schedule:

YEAR	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)

(Information to be inserted from Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the date of the initial delivery of the Certificates at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing February 15, 2016. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

Section 10. Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Surplus Revenues therefor, the following definitions are provided:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Surplus Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(b) The term "Certificates" shall mean the $_____ "City of The Colony, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2015" authorized by this Ordinance.

(c) The term "Certificate Account" shall mean the special account created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term “Fiscal Year” shall mean the twelve month operating period ending on September 30th of each year unless otherwise designated by the City.

(f) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term “Net Revenues” shall mean all income, revenues and receipts of every nature derived from and received by virtue of the operation of the System (including interest income and earnings received from the investment of moneys in the special funds or accounts created by this ordinance or ordinances authorizing the issuance of additional bonds), after deducting and paying, and making provision for the payment of, current expenses of maintenance and operation thereof, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such expenses for repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System shall be deducted in determining “Net Revenues”. Contractual payments for the purchase of water or the treatment of sewage shall be maintenance and operating expenses of the System to the extent provided in the contract incurred therefor and as may be authorized by statute. Depreciation shall never be considered as an expense of operation and maintenance.

(h) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 25 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and for which (i) replacement Certificates have been registered and delivered in lieu thereof or (ii) have been paid, all as provided in Section 23 hereof.

(i) The term “Previously Issued Certificates” shall mean the outstanding: (i) City of The Colony, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation,

Series 2007, dated August 15, 2007; (ii) City of The Colony, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2008, dated August 15, 2008; (iii) City of The Colony, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2010, dated February 15, 2010; (iv) City of The Colony, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2010A, dated September 15, 2010 and (v) City of The Colony, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2013, dated July 15, 2013.

(j) The term "Prior Lien Obligations" shall mean all bonds or other obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of all or any part of the Net Revenues of the System, including but not limited to, (i) all bonds hereafter issued to refund any part of the aforesaid bonds or other obligations listed in this definition if the same are made payable from and secured by a lien on and pledge of the Net Revenues of the System, and (ii) any obligations hereafter issued on a parity (insofar as the revenues of the System are concerned) with such Prior Lien Obligations or refunding bonds issued to refund such obligations if the same are made payable from and secured by a lien on and pledge of the Net Revenues of the System.

(k) The term "Surplus Revenues" shall mean available Net Revenues of the System remaining after the payment of all debt service, reserve and other requirements in connection with the City's revenue bonds or other obligations, now or hereafter outstanding, including but not limited the Prior Lien Obligations, which are payable from all or any part of such Net Revenues.

(l) The term "System" shall mean the City's existing waterworks and sewer system, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained and vested in the City for the supply, treatment and distribution of treated water for domestic, commercial, industrial and other uses, and the collection and treatment of water carried wastes, and future additions, extensions, replacements and improvements thereto.

Section 11. <u>Certificate Account</u>. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special fund or account to be designated "SPECIAL 2015 COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION ACCOUNT"(the "Certificate Account"), which fund or account shall be maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds, and moneys deposited in said fund or account shall be used for no other purpose. The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary, any one or more of said officials of the City, are hereby authorized and directed to make withdrawals from said fund or account sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Account (on or prior to a principal and/or interest payment date) an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Account may, at the option of the City, invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from said Account will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Account shall be credited to, and any losses debited to, such account. All

investments in the Certificate Account shall be sold promptly when necessary to prevent any default in connection with the Certificates.

Section 12. Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Account. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Account after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Surplus Revenues and any other lawfully available revenues which are appropriated and to be set aside during such fiscal year for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding fiscal year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 13. Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Surplus Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Previously Issued Certificates and the Certificates, and the pledge of Surplus Revenues herein made for the payment of the Certificates shall be limited to

$1,000 and shall constitute a lien on the Surplus Revenues until such time as the City shall pay all of such $1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Surplus Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Surplus Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Surplus Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Texas Business & Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business & Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 14. Revenue Fund. The City hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts, and moneys of the City, and shall be deposited as collected into the "City of The Colony, Texas, Water and Sewer System Revenue Bonds Revenue Fund" (heretofore created and established in the connection with the issuance of outstanding Prior Lien Obligations and hereinafter called the "Revenue Fund"). All moneys deposited in the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper maintenance and operation expenses of the System as defined herein or required by statute or ordinances authorizing the Prior Lien Obligations to be a first charge on and claim against the revenues of the System.

Second: To the payment of all amounts required to be deposited in the special funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the limited amounts required to be deposited in the special funds and accounts created and established for the payment of the Previously Issued Certificates, the Certificates and Additional Obligations.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

Section 15. Deposits to Certificate Account. The City agrees to cause to be deposited in the Certificate Account prior to a principal and interest payment date for the Certificates from the Surplus Revenues in the Revenue Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, or from ad valorem taxes or other lawfully available funds,

as applicable, any amounts budgeted to be paid from the Certificate Account in such Fiscal Year.

Section 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Account, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 18. Special Covenants. The City hereby covenants as follows:

(i) That it has the lawful power to pledge the Surplus Revenues supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1502, as amended.

(ii) That other than for the payment of the outstanding Prior Lien Obligations and the Certificates, the Net Revenues are not pledged to the payment of any debt or obligation of the City or of the System.

(iii) That other than for the payment of the outstanding Previously Issued Certificates and the Certificates, the Surplus Revenues are not pledged to the payment of any debt or obligation of the City or of the System.

(iv) That, as long as any Certificates or any interest thereon remain Outstanding, and the pledge of the Surplus Revenues has not been fully satisfied, the City will not sell, lease, or encumber the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(v) The City recognizes that the purchasers and owners of the Certificates will have accepted them on, and paid a price which reflects, the understanding that interest thereon is excludable from federal income taxation under laws in force at the

time the Certificates shall have been delivered. In this connection the City covenants to take no action or fail to take any action, which action or failure to act may render the interest on any of such Certificates subject to federal income taxation, particularly pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), nor shall the City take any action or fail to take any action, which action or failure to act, would have the effect of causing the income derived by the City from the System to become subject to federal income taxation in the hands of the City, whether or not provision shall have been made for the payment of such Certificates.

Section 19. Issuance of Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations and Additional Obligations without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise.

Additional Prior Lien Obligations and Additional Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of Certificates) upon such terms and conditions as the City Council may determine. Additional Obligations, if issued and payable, in whole or in part, from Surplus Revenues (as defined in the same or similar terms as the term Surplus Revenues is defined in this Ordinance), shall not in any event be construed as payable from the Surplus Revenues required by this Ordinance to be budgeted and appropriated for the payment of the Certificates and interest thereon.

That it is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

Section 20. Sale of the Certificates – Official Statement Approval. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to collectively as the "Underwriters") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Underwriters at the price of par plus a cash premium of $_____, is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Underwriters shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid form.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement being a modification and amendment of the Preliminary Official Statement and reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Director of Finance, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated November 17, 2015, in the

reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and the City Secretary are further authorized to execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such Official Statement in final form and content shall be deemed to be approved by the City Council and shall constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 21. Notices to Owners - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 22. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

Section 23. Mutilated, Destroyed, Lost, and Stolen Certificates. If (a) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (b) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 24. Covenants to Maintain Tax-Exempt Status of Interest on the Certificates.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148 1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property

acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments

shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, and Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 25. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (a) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (b) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, upon the City's request, the Paying Agent/Registrar shall remit to the city along with a written receipt, any moneys deposited and held in trust by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates which remain unclaimed for a period of three (3) years after being so deposited and held on the Stated Maturity or applicable redemption date on the Certificates. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 26. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the amounts to pay costs of issuance and additional proceeds being deposited in the Certificate Account, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Account as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Account.

Section 27. Ordinance a Contract - Amendments. The provisions of this Ordinance shall constitute a contract with the Holders; and, the City shall not amend or repeal any of the provisions of this Ordinance so long as any Certificate remains Outstanding except as permitted in this Section and Section 28 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, with the written consent of the registered owner or owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, the City may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all registered owners of Outstanding Certificates, no such amendment, addition or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates; (2) give any preference to any Certificate over any other Certificate; or, (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition or rescission.

Section 28. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) <u>Annual Reports</u>.

The City shall provide certain updated financial information and operating data to the MSRB on an annual basis. The information to be updated includes financial information and operating data with respect to the City of the general type included in Official Statement and described in **Exhibit B** hereto. The City shall update and provide the information in the numbered tables referenced in **Exhibit B** within six months after the end of each fiscal year, ending in and after 2015 and the audited financial statements referenced in **Exhibit B** within twelve months after the end of each fiscal year ending in and after 2015. If the audit of such financial statements is not complete within twelve months after any such fiscal year end, the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in **Exhibit B** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) <u>Notice of Certain Events</u>.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in item 12 of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly

provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Section 30. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and

things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the City Manager, Mayor, Mayor Pro Tem, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 31. Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Certificates or an executed counterpart thereof shall accompany the global Certificates deposited with DTC.

Section 32. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

Section 33. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

Section 34. Inconsistent Provisions. Except as provided in Section 19 hereof, all ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 35. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 36. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 37. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 38. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 39. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 40. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 41. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, City Secretary
City of The Colony, Texas

APPROVED:

_____
Jeff Moore, City Attorney
City of The Colony, Texas

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

[See Attached]

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 28 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The financial statements of the City, portions of which are appended to the Official Statement as Appendix B for the most recently concluded fiscal year.

2. The information contained in Tables 1 through 5 and 7 through 14 in the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally those described in Appendix B to the Official Statement, as such principles may be changed from time to time to comply with state law or regulation.

AGENDA ITEM

Public Works/Utilities

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider approving a resolution awarding a bid and authorizing the city manager to execute a construction services contract, including the Alternate, for the Stewart Creek Wastewater Treatment Plant Expansion Project, Phase I (Public Works, Groeschel)

Background:
On February 4, 2014 council approved the contract with Carollo Engineers for the Wastewater Treatment Plant expansion engineering and design. Staff has been working with Carollo Engineers in designing Phase 1 of the wastewater plant expansion.

Following completion of design, the bid for construction was advertised on July 31, 2015 and August 7, 2015. The pre-bid meeting took place on the future construction site on August 18, 2015 and the five bids received were opened and read aloud on September 1, 2015 at 2:00 pm in the city council chambers.

Purpose:
To proceed with construction of the Wastewater Treatment Plan expansion as previously discussed.

Issues:

Alternatives:

Recommendations:
Five bids were received and the bid summary is attached. The project was advertised with a base bid and one bid alternative. The purpose in doing this was to have the flexibility to perform the alternative during phase two of the expansion to the treatment plant due to budget constraints. The base bid includes all construction of modifications excluding the influent lift station. Due to the potential of increased construction costs, staff recommends the contract be issued for the total bid price. The low bidder was Webber-Cadagua Partners at $17,758,486 and the second low bidder was Pepper-Lawson Waterworks at $17,797,000.

Staff recommends the contract be approved with Pepper-Lawson Waterworks. It is staff's opinion that this is the lowest, qualified, responsible bidder for the City – (1) purchase price; (2) the quality of the bidder's goods and services; and (3) the bidder's past relationship with the City.

Staff has reviewed the contract and recommends approval.

Suggested motion: Staff recommends approval of a contract with Pepper-Lawson Waterworks as the lowest, qualified, responsible bidder for construction of the Wastewater Treatment Plant phase 1 expansion in the amount of $17,797,000.

Attachments:
Bid Tab
Recommendation
Resolution

STEWART CREEK WWTP EXPANSION
BID #69-15-11

				WEBBER-CADAGUA PARTNERS		PEPPER LAWSON WATERWORKS		ARCHER WESTERN CONSTRUCTION		MWH CONSTRUCTORS		GRACON CONSTR	
Item Number	Description	Unit Price	Estimated Qty	Unit Price	Total Estimated Price	Unit Price	Total Estimated Price	Unit Price	Total Estimated Price	Unit Price	Total Estimated Price	Unit Price	Total Estimated Price
Item 1	Construction of the Entire Project, as shown on the plans and specifications, complete and ready to operate excluding items 2, 3, 4, and 5 below	-	-	-	$ 15,650,000		$ 15,423,000		$ 16,713,000		$ 16,732,500		$ 18,725,000
Item 2	Pre-negotiated UV system equipment and accessories as specified in Specification Section 11750, including Attachment B with the firm agreement on equipment and services price by UV Equipment Manufacturer for the lump sum of: (All Contractor Installation costs, overhead, and markup to be included in Item 1)	-	-	-	$ 342,240		$ 342,240		$ 342,240		$ 342,240		$ 342,240
Item 3	Pre-negotiated lump sum bid price for the Rotary Drum Thickener equipment and accessories as specified in Specification Section 11356, incuding Attachment A with the firm agreement on equipment and services price by Rotary Drum Thickeener Equipment Manufacturer. (All Contractor installation costs, overhead and markup to be included in Item 1)	-	-	-	$ 517,146		$ 517,146		$ 517,146		$ 517,146		$ 517,146
Item 4	Lump sum bid price for Trench/Excavation Safety and Support Systems for trench and excavation work in accordance with OSHA standards.	-	-	-	$ 4,000		$ 293,614		$ 10,000		$ 22,614		$ 10,000
Item 5	Contractual Unit Prices and Unit Prices for Additions, Changes or Delections:	-	-										
A.	Repair of structural cracks, in accordance with Specification Section 03931, Epoxy Injection System, on existing concrete structures as directed by the Engineer	LF	200	$ 88	$ 17,600	$ 50	$ 10,000	$ 60	$ 12,000	$ 50	$ 10,000	$ 115	$ 23,000
B.	Additional structural over-excavation under and in the area of new structures not shown on the Drawings or required by the Specifications, and as directed by the Engineer	CY	1,000	$ 12.5	$ 12,500	$ 9	$ 9,000	$ 10	$ 10,000	$ 8	$ 8,000	$ 20	$ 20,000
C.	Additional structural compacted select backfill under and in the area of new structures not shown on the Drawings or required by the Specifications, and as directed by the Engineer.	CY	1,000	$ 37	$ 37,000	$ 43	$ 43,000	$ 43	$ 43,000	$ 40	$ 40,000	$ 38	$ 38,000
D.	Additional controlled low strength material (CLSM) not shown on the Drawings or required by the Specifications, and as directed by the Engineer.	CY	200	$ 140	$ 28,000	$ 170	$ 34,000	$ 125	$ 25,000	$ 130	$ 26,000	$ 140	$ 28,000
	TOTAL BASE BID PRICE				$ 16,608,486		$ 16,672,000		$ 17,672,386		$ 17,698,500		$ 19,703,386
5.02 Item A-1	Alternate Bid Items: Additive Bid Alternate: For the construction of modifications to the Influent Lift Station as shown on the Drawings and required by the Specification Section 01230 - Alternates complete, in place, and ready to operate for the lump sum of:				$ 1,150,000		$ 1,125,000		$ 1,067,000		$ 1,012,000		$ 1,390,000
	TOTAL BID PRICE				$ 17,758,486		$ 17,797,000		$ 18,739,386	-	$ 18,710,500	-	$ 21,093,386

carollo

Engineers...Working Wonders With Water™

September 22, 2015

Evan Groeschel
Project Management Analyst
City of The Colony
1 Harris Plaza
The Colony, TX 75056

Subject: Stewart Creek WWTP Expansion Project – Phase 1
Project No. 69-15-11-WWTP Expansion – Bid Review and Evaluation

Dear Mr. Groeschel:

On September 1, 2015, bids for construction of the Stewart Creek WWTP Expansion Project – Phase 1 were publicly opened and read aloud. Five construction firms submitted bids. The bids are tabulated below along with the Engineer's estimate.

Bidders	Base Bid	Total Bid
Webber-Cadagua Partners	$16,608,486.00	$17,758,486.00
Pepper Lawson Waterworks	$16,672,000.00	$17,797,000.00
Archer Western Construction	$17,672,386.00	$18,739,386.00
MWH Constructors	$17,698,500.00	$18,710,500.00
Gracon Construction	$19,703,386.00	$21,093,386.00
Engineer's Estimate	$16,136,001.00	$17,403,568.00

Evaluation

On evaluation of the bids, four of the five bidders were found to be responsible as defined in Document 00200 – Instruction to Bidders, Article 3, Paragraph 3.02.B. Although the bid documents submitted by Webber-Cadagua included the required Construction Contractor's Qualification Statement, Document 00451B, the reference projects listed in Schedules A, B and C show extensive design-build experience in Europe, but do not provide an established record of Successful Completion of traditional design-bid-build projects like the Stewart Creek WWTP Expansion – Phase 1. Further, all of the listed experience is attributed to Cadagua. There are no projects completed as Webber-Cadagua in the United States and only one in progress, which is shown in the bid documents as 0% complete at the time of bids. The experience provided does not demonstrate the expertise and record of successful completion required to meet the requirement of a Responsible Bidder as defined in Section 00200, Article 3, Paragraph 3.02.B.

Signature Place II, 14785 Preston Road, Suite 950, Dallas, Texas 75254
P. 972.239.9949 F. 972.239.9117
carollo.com

The experience submitted by Pepper Lawson Waterworks includes exclusively design-bid-build projects at water and wastewater facilities which have been completed in Texas in the last 5 years. Further, the proposed project manager and superintendent have over 20 years and 30 years of experience in the water and wastewater industry, respectively. The experience demonstrated and documented by Pepper Lawson Waterworks and proposed staff is directly applicable and relevant to this project and clearly demonstrates the resources and record of successful completion required to meet the requirement of a Responsible Bidder as defined in Section 00200, Article 3, Paragraph 3.02.B.

Recommendation

Based upon our review and the above evaluation, we recommend that the City of The Colony award the above contract to the lowest Responsible Bidder, Pepper Lawson Waterworks in the amount of $17,797,000.00.

We look forward to continuing our service on this project as it moves into the construction phase. Please call if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.

Jim Gallovich, P.E.
Project Manager, Associate Vice President

JG:tl

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION SERVICES CONTRACT WITH PEPPER LAWSON WATERWORKS FOR THE STEWART CREEK WASTEWATER TREATMENT PLANT EXPANSION, PHASE 1, TO INCLUDE THE ALTERNATE; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas hereby approves awarding a bid to Pepper Lawson Waterworks for the purpose of constructing the Stewart Creek Wastewater Treatment Plan Expansion, Phase 1, including the Alternate.

Section 2. That funding for the Stewart Creek Wastewater Treatment Plan Expansion Phase 1 project is provided from the 2014 Bond Proceeds.

Section 3. That the city manager is authorized to execute a contract with Pepper Lawson Waterworks in the amount of $17,797,000.00.

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

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Public Works/Utilities

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider approving a resolution authorizing the city manager to execute a contract amendment with Corollo Engineers, Inc. for engineering services during construction of the Stewart Creek Wastewater Treatment Plant Expansion Phase I (Public Works, Groeschel)

Background:
Carollo Engineers and staff have worked together extensively during the design and engineering phase of the Wastewater Treatment Plant expansion as well as the bidding phase of this project. At the July 21, 2015 council meeting, council was briefed on upcoming costs related to the expansion project, one of which was engineering services during construction.

Purpose:
This contract will authorize engineering services during construction (ESDC) for the Stewart Creek Wastewater Treatment Plant Expansion – Phase 1.

Engineering services during construction will be an amendment to the contract previously approved for design and engineering. The scope of the proposal includes project management, meetings, submittals, requests for information, monthly schedules and progress payments, final inspection, start-up and operation training, record drawing preparation, SCADA programming, resident project representative, field service- discipline inspections, operating and maintenance manuals.

Issues:

Alternatives:

Recommendations:
Staff has reviewed the contract and recommends approval of a contract amendment to Carollo Engineering's existing design and engineering contract to include Engineering Services during Construction.

Attachments:
Scope for Engineering Services during construction
Contract Amendment - Exhibit "A" Fee Schedule
Amendment of Contractor's Contract
Resolution

SCOPE OF WORK
ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)
STEWART CREEK WWTP EXPANSION – PHASE 1
CITY OF THE COLONY

The Stewart Creek Wastewater Treatment Plant (WWTP) is in need of process improvements to meet new and stricter regulations and a capacity expansion to accommodate accelerated residential and commercial growth occurring at the City of The Colony. The capacity expansion will expand the plant to 4.5 MGD

The purpose of this document is to provide details of the scope of work for Engineering Services During Construction of the Stewart Creek WWTP Expansion Project. The following section details the scope of services for this phase. The scope of work is based on a construction period of 21 months.

300.0 BASIC SERVICES

TASK 301 PROJECT MANAGEMENT

ENGINEER will manage and control professional services to provide efficient completion of the project and prepare monthly invoices for work performed. A 21-month maximum construction period has been estimated.

TASK 302 MEETINGS

302.1 Preconstruction Meeting

Assist CITY in conducting pre-construction meeting with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract documents. Prepare meeting agenda and meeting minutes.

302.2 Monthly Construction Meetings

Conduct monthly coordination meetings with CITY, ENGINEER, and Contractor(s) to discuss work progress. It is assumed that the Project Administrative Assistant (Provided by The City) will record and prepare meeting minutes for review by ENGINEER.

TASK 303 SUBMITTALS

Engineer will review Contractor's submittals, including, modification requests, shop drawings, schedules and O&M Manuals in accordance with the requirements of the Contract Documents for the Project. The effort is based on a review of up to three hundred (300) total submittals (re-submittals counted as a separate submittal). Project Administrative Assistant (Provided by The City) will maintain a log of submittals and produce monthly reports indicating the status of all submittals in the review process.

TASK 304 REQUESTS FOR INFORMATION & CHANGE ORDER ASSISTANCE

1. Interpret the drawings and specifications for CITY and Contractor.

2. Provide responses to RFIs for clarification of plans and specifications within five (5) business days. Maintain log of all RFIs received. It is assumed the on-site RESIDENT PROJECT REPRESENTATIVE will screen the RFIs and the Project Administrative Assistant will administer the RFIs. A total of fifty (50) RFIs are assumed for this task.

3. Provide consultation and written response regarding Contractor's potential non-performance and requests for change orders and/or claims for additional compensation.

4. Review and provide the CITY with recommendations on Contractor's change order proposals. It is assumed the on-site RESIDENT PROJECT REPRESENTATIVE will screen and administer the requests for change orders and/or claims for additional compensation.

TASK 305 MONTHLY SCHEDULES AND PROGRESS PAYMENTS

Review no more than 21 monthly construction schedules and progress payments submitted by the Contractor and provide recommendations to CITY staff. The RESIDENT PROJECT REPRESENTATIVE will review submitted schedule and progress payment for accuracy prior to ENGINER'S review. ENGINEER shall sign the progress payment request.

TASK 306 FINAL INSPECTION, START-UP AND OPERATIONAL TRAINING

306.1 Final Inspection and Punchlist

The ENGINEER will assist in Final Inspection activities at the conclusion of the construction, including observation of completed construction for general conformance with the design concept and preparation of a list of deficiencies to be corrected by the Contractor before final payment can be recommended. Services include preparing a preliminary list of deficiencies; a follow-up review of Project after the punch list has been completed by the Contractor, and a final walk through with the Project Engineer and Project Manager.

306.2 Start-up and Operational Training

The ENGINEER will assist Contractor in preparation of his training plan and review Contractor's training plan and instruction materials for compliance with construction documents. Contractor or Manufacturer training presentations shall be scheduled and coordinated with City personnel and facility operation. ENGINEER will provide instruction to City personnel on the Project objectives, design intent, and system operational procedures. Specific training services shall consist of the following:

1. **Contractor's and manufacturer's training**: ENGINEER will coordinate and monitor the Contractor's and manufacturer's training of CITY personnel.

a. Discuss the preliminary course and lesson plan development with the Contractor and the manufacturer. One meeting shall be held with CITY's operational staff and the Contractor for this discussion.

b. Review and approve lesson plans and course materials, including handouts for classroom training.

c. Liaison between CITY and Contractor.

d. Monitor training sessions;

e. Record attendance;

f. Evaluate course; and

g. Assist classroom discussions.

h. Report to CITY for each training class conducted.

i. System training.

2. ENGINEER will provide training on the design and operation of the major process systems to the CITY personnel.

   a. Prepare a training outline, schedule and lesson plan format for review and approval by CITY staff. Review the training outline in one meeting with CITY staff and incorporate comments and revisions as appropriate.

   b. Develop training lesson plans and presentation materials including training guides for the major process systems and submit the lesson plans to CITY staff for review before finalizing. The lesson plans shall include the following subjects:

      i. Purpose and design intent of system;

      ii. Process operations and principles;

      iii. System controls and control strategies;

      iv. Specific safety procedures and hazards;

      v. Specific sampling, monitoring, and process calculations; and

      vi. In-plant orientation and hands-on demonstration.

3. Conduct training on the major process systems. Training to consist of two (2) days of classroom training, followed by three (3) weeks of field orientation and hands-on instruction.

4. Provide a CD with PDF of the specifications separated by division.

TASK 307 RECORD DRAWING PREPARATION

Using information obtained from the Contractor's record drawings and the field set of Contract Documents maintained by RESIDENT PROJECT REPRESENTATIVE, ENGINEER will revise the Contract Documents at the end of the project to record drawing status. It is assumed that Contractor will provide a detailed set of drawings showing changes made throughout the construction. One (1) full size (22" x 34") and three (3) half-size (11" x 17") hardcopy bond sets of record drawings will be submitted to the CITY along with a CD of the electronic drawings.

SS SPECIAL SERVICES

Special Services are those services known to be required for completion of the project that the CITY agrees are to be furnished by ENGINEER or by a subconsultant. The services are not included in the scope of work of Basic Services or the amount of compensation for Basic Services. Special Services require separate authorization by the CITY prior to commencement. The Special Services for this assignment are described as follows:

SS-1 SCADA PROGRAMMING

1. SCADA programming will be performed by Mbroh Engineering, Inc.

2. Includes the programming of HMI and PLCs associated with this project.

3. A not to exceed of $475,000 is budgeted for this task.

SS-2 FIELD SERVICES – RESIDENT PROJECT REPRESENTATIVE (RPR)

ENGINEER will provide the services of one (1) full time RESIDENT PROJECT REPRESENTATIVE (RPR). The RPR will act as directed by ENGINEER, in order to assist ENGINEER in inspecting performance of the work of the Contractor. Through on-site inspections of the work in progress and field checks of materials and equipment by the RPR, ENGINEER will endeavor to identify defects and deficiencies in the work of the Contractor, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the Contract Documents. RPR, as ENGINEER's agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER. RPR's dealings in matters pertaining to the on-site work will in general be with ENGINEER and Contractor, keeping CITY advised as necessary. RPR's dealings with Subcontractors will only be through or with full knowledge and approval of

Contractor. RPR will generally communicate with the CITY, with the knowledge of and under the direction of ENGINEER.

1. Duties and Responsibilities of RPR:

   (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with ENGINEER and scheduling professional concerning their acceptability.

   (b) Liaison: Serve as ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent and assist the superintendent in understanding the intent of the Construction Documents. Assist ENGINEER in serving as CITY's liaison with the Contractor, when the Contractor's operations affect the CITY's on-site operation. As directed by the ENGINEER, assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the work.

   (d) Shop Drawings and Samples: Advise ENGINEER and Contractor prior to the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

   (e) Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the Contractor and ENGINEER. RPR will notify the CITY's representative of the ENGINEER's decision prior to issuance to the Contractor.

   (f) Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to ENGINEER. Notify the CITY's representative of changes or alterations believed to be in the CITY's best interest. Provide the CITY's representative with support information of proposed changes. Prepare drawing, details, and specifications needed to describe and justify the change. Review estimate of the cost and time impact of the change and assist in negotiating scope, cost, and schedule with the Contractor.

   (g) Records: It is assumed records will be kept and administered by the Project Administrative Assistant (provided by The City), including; maintaining at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, ENGINEER's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

   (h) Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ENGINEER.

   (i) Record names, addresses and telephone numbers of the Contractor's staff, subcontractors and major suppliers of materials and equipment.

(j) Maintain notes to be capable of cross referencing the Contractor's record drawing information for accuracy and completeness.

(k) Maintain, receive, review and process daily inspection reports.

(l) Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

(m) Reports: Each month, furnish ENGINEER and CITY a status report describing the progress of the work. The report will include as a minimum:

(i) Total Project cost to date.

(ii) Total Project cost during the period.

(iii) Planned versus actual progress.

(iv) Actual and/or potential defaults or violations of the construction documents.

(v) Remedies to the above.

(vi) Change order activity summary.

(vii) Other Project issues.

(n) Consult with ENGINEER and CITY in advance of scheduled major tests, inspections or start of important phases of the work.

(o) Promptly notify the ENGINEER and CITY of any accident relating to the Project.

(p) Contractor Pay Applications: Review applications for payment with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

(q) Certificates, Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for review and forwarding to CITY prior to final acceptance of the work.

(r) Start-up Assistance: Start-up services shall be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of contractor's start-up plan, prepare and coordinate a start-up plan and procedures for CITY personnel use, and assist CITY personnel during a 1-month period of initial operation.

(s) Specialty Inspection: During the course of the work, arrange and coordinate Specialty Inspections for structural, mechanical, and electrical work.

2. Limitations of Authority: Except upon written instructions, RPR:

(a) Will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

(b) Will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.

(c) Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Construction Documents.

(d) Will not advise on or issue directions as to safety precautions and programs in connection with the work

(e) Will not authorize CITY to occupy the Project in whole or in part.

SS-3 FIELD SERVICES - DISCIPLINE INSPECTIONS

Discipline inspection services will be required at various stages of the project. ENGINEER will provide general discipline inspection in support of the RPR as required for a maximum of 120 hours. The ENGINEER will support discipline inspection activities and provide inspection services for each of the following:

1. Provide electrical inspection of the following:
   a. Electrical materials and equipment.
   b. Installation methods and workmanship of duct banks and exposed conduit.
   c. Wire installation and terminations.
   d. Wire and conduit tagging.
   e. Witness contract required third party inspection.
   f. Inspection of duct bank wire pulls.
   g. Electrical support for start-up activities.
2. Specialized structural inspection
3. Specialized mechanical inspection
4. Specialized general inspection

SS-4 ADDITIONAL CONSTRUCTION MEETINGS

ENGINEER's attendance at bi-weekly construction meetings in lieu of monthly construction meetings included as part of Basic Services. A total of 21 additional meetings are included under this task.

SS-5 ADDITIONAL SITE VISITS

Make special observation and additional site visits appropriate to the stage of construction (as distinguished from the continuous services of a RESIDENT PROJECT REPRESENTATIVE and Monthly Progress Meetings) to observe the progress and the

quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. These visits are generally specific in nature and will focus on specific areas of the construction project. ENGINEER will notify the contractor of non-conforming work observed on site visits. A total of five (5) visits, are assumed for this task.

SS-6 O&M MANUALS

ENGINEER will prepare an Operation and Maintenance Manual for the Project as required by the TCEQ. The Operation and Maintenance Manual will be designed to complement equipment manufacturer's O&M. The Manual will also cover associated processes and contain a process description in sufficient detail to describe it to operators in a direct format. $150,000 is budgeted for this task.

STANDARD OF CARE

ENGINEER shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. ENGINEER and the CITY mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to the work of contractors, and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on the ENGINEER's opinion based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by ENGINEER.

THIRD PARTIES

The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder."

ADDITIONAL ENGINEERING SERVICES

Definition: Additional Engineering Services are defined as those not included in Basic Services, but that may be provided during the Project duration. If requested by CITY, Additional Engineering Services shall be provided by ENGINEER for additional compensation as agreed to by ENGINEER and the CITY. Additional Engineering Services may include, but are not necessarily limited to, the following:

1. Plotting, computing, and/or filing descriptions of easements and rights-of-way.
2. Assistance to the CITY in obtaining rights-of-way, easements, and property.
3. Assistance to the CITY in obtaining grants, loans, or other means of financing.
4. Additional copies of contract drawings, specifications, and other documents above the number specified to be furnished.
5. Assistance to the CITY as expert witness in arbitration or litigation arising from development or construction of Project.
6. Model tests of equipment such as pumps, valves, and hydraulic structures.
7. Revision of contract drawings after a definite plan has been approved by the Owner.
8. Permit work resulting in added scope work or changes created by conflicting agency requirements, changes in agency position during permitting process, or agency submittal requirements above and beyond those identified in permits or pre-application meetings.
9. Preparation for and participation in hearings resulting from changed conditions before the TCEQ; the U.S. Environmental Protection Agency (EPA); and/or other regulatory, permitting or funding agencies.
10. Preparation for and attendance at meetings, at the request of the CITY, to present information regarding the Project, in addition to those included in the above Scope of Services.
11. Preparation of construction cost estimate(s) and/or schedule(s) not otherwise provided in above Scope of Services.
12. Special drainage studies necessary to define the flood plain and/or alterations of the flood plain. Design of on-site flood protection structures, drainage structures, or drainage site plans.
13. Process pilot testing, if required.
14. Consultation or other services not otherwise provided in this Agreement.
15. Witnessing of equipment factory testing beyond those provided in Special Services.

16. Specialty inspections required for electrical, instrumentation, structural or mechanical items beyond those provided in Special Services.

17. Submittal reviews beyond those included in Basic Services.

18. ESDC for construction duration greater than 21 months.

ASSUMPTIONS

1. Project Administrative Assistant will be provided by the City for the duration of the project.
    a. Responsibilities of the Project Administrative Assistant:
        i. Set-up, administration, and upkeep of web based construction document management system (i.e. submittals, RFIs, change orders, logs, minutes, photos, electronic filing, etc.)
        ii. Field office administration (copies, hard copy filing, shipping, general administration of the field office.)
        iii. Recording of meeting notes and preparation of meeting minutes.
        iv. Administrative assistance to Resident Project Representative.

CITY OF THE COLONY
DENTON COUNTY, TEXAS
PUBLIC SERVICES/UTILITIES DEPARTMENT
ENGINEERING SERVICES DURING CONSTRUCTION – CAROLLO ENGINEERING, INC.

CONTRACT AMENDMENT – EXHIBIT "A"

DATE: November 17, 2015

Contract Amendment No.1 to the Contract Dated February 4, 2014 between the City of The Colony (Owner) and Carollo Engineering, Inc. (Contractor) for additional services.
Pursuant to the provisions of Article VI, Section 6.1 – Devotion of Time, Personnel, and Equipment, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

Contract Amendment Explanation: Engineering Services during Construction

City of The Colony: This contract amendment is for the engineer to manage and control professional services during construction of the plant expansion in order to provide efficient completion of the project for which they designed and engineered.

Engineering Services during Construction Fee Schedule:

STEWART CREEK WWTP EXPANSION
ENGINEERING SERVICES DURING CONSTRUCTION (ESDC) FEE - PHASE 1
June 2015

Description	Carollo Hours											Carollo Total Hours	PECE	Subs	Carollo Not to Exceed Cost	TOTAL
	PM	PE / Process	EIT	Mech	Struct	QA/QC	Elec Eng	Staff Prof	Civil Eng	CAD	Doc Process					
Billing Rate	$ 235	$ 175	$ 125	$ 175	$ 175	$ 235	$ 165	$ 155	$ 165	$ 125	$ 90		11.70			
BASIC SERVICES																
ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)	151	711	871	40	240	200	-	960	-	220	-	2,793	32,678	$ 63,320	$ 550,415	
301 Project Management (21 months)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
301.1 Invoice Preparation	21											21	$ 246	$ -	$ 5,181	
301.2 Project Management	26	93										119	$ 1,392	$ 3,680	$ 27,825	
302 Construction Meetings (22)	12	84	31									127	$ 1,486	$ 16,880	$ 41,449	
303 Review Submittals	40	300	600	20	200			300				1,460	$ 17,082	$ 30,200	$ 272,202	
304 Respond to RFIs / Change Order Assistance	20	80	120	20	40			60		20		360	$ 4,212	$ 4,000	$ 64,612	
305 Review Montly Progress Payments		34										34	$ 398	$ -	$ 6,348	
306 Final Inspection, Start-up and Training	20	80	40			200						340	$ 3,978	$ -	$ 74,678	
307 Record Drawing Preparation	12	40	80							200		332	$ 3,884	$ 8,560	$ 58,120	
SUB TOTAL - BASIC SERVICES LABOR COSTS												2,793	$ 32,678	$ 63,320	$ 550,400	
SUB TOTAL- BASIC SERVICES NON-LABOR COSTS															$ 6,900	
TOTAL- BASIC SERVICES																$ 557,300
SPECIAL SERVICES																
SPECIAL SERVICES	32	144	48	52	52	-	-	3,900	-	-	-	$ 4,228	$ 49,468	$ 10,600	$ 1,347,548	
SS-1 SCADA Programming													$ -	$ -	$ 475,000	
SS-2 Field Services - Resident Project Representative (21 months)								3,900				3,900	$ 45,630	$ -	$ 650,130	
SS-3 Field Services - Discipline Inspection		40		40	40							120	$ 1,404	$ 10,600	$ 34,064	
SS-4 Additional Construction Meetings (21)	12	84	48	12	12							168	$ 1,966	$ -	$ 29,686	
SS-5 Additional Site Visits/Meetings (5)	20	20										40	$ 468	$ -	$ 8,668	
SS-6 O&M Manual														$ -	$ 150,000	
SUB TOTAL - SPECIAL SERVICES LABOR COSTS												4,228	$49,468	$ 10,600	$ 1,347,548	
SUB TOTAL- SPECIAL SERVICES NON-LABOR COSTS															$ 46,000	
TOTAL- SPECIAL SERVICES																$ 1,393,548
															TOTAL COST	$ 1,950,848

Non-Labor Estimate - Basic Services

Item	Units	Quantity	Rate	Cost
Trips for Site Visits and Meetings	Each	30	$ 80	$ 2,400
Printing/Shipping	LS	1	$ 2,500	$ 2,500
Training - Travel	LS	1	$ 2,000	$ 2,000
Total Non-Labor Costs				**$ 6,900**

Non-Labor Estimate - Special Services

Item	Units	Quantity	Rate	Cost
Construction Vehicle	Months	21	$ 500	$ 10,500
Housing	Months	21	$ 1,500	$ 31,500
Trips for Discipline Inspection	Each	10	$ 80	$ 800
Trips for Additional Construction Meetings	Each	40	$ 80	$ 3,200
Total Non-Labor Costs				**$ 46,000**

TOTAL CONTRACT AMENDMENT NO. 1: $1,950,848.00

Original Amount of Contract $1,555,640.00

Total Amount of Amendment No. 1 $1,950,848.00
Contract Amount after Amendment $3,506,488.00
The Contract Start Time and Notice to Proceed for this project is November 17, 2015 contingent upon council approval.

Please sign and return the Contract Amendment to the Public Services/Utilities Department as soon as possible so future payments may be processed.

Thank you.

City of The Colony's offer of proposed change:

By: Evan Groeschel

Date: November 17, 2015

Title: Project Management Analyst

Engineer: CAROLLO ENGINEERING, INC.

By:_____

Printed Name:_____ Date:_____

Title:_____

STATE OF TEXAS)

COUNTY OF DENTON)

AMENDMENT OF CONTRACTOR'S CONTRACT

This agreement is by and between the City of The Colony, Texas, a Texas home rule municipality and Carollo Engineers, Inc. hereinafter known as Contractor, a Texas corporation and construction firm, with principal offices located in the State of Texas.

WHEREAS, the City and Contractor have entered into an agreement such that the Contractor is to provide the following services: Engineering Services During Construction (ESDC).

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

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

WHEREAS, with this Contract Amendment the City of The Colony is hereby approving such additional work and agreeing to increase the contract amount by the sum of $1,950,848;

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

1. Contractor, in addition to the work to be performed in the Contract dated February 4, 2014 shall perform the task(s) described in the attached Exhibit "A", basically described as additional services, including, but not limited to pavement centerline sealing services and additional irrigation replacement services.

2. The amount to be paid to Carollo Engineers, Inc. under such contract shall be increased by the sum of $1,950,848, to reflect the work described in Exhibit "A".

3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____2015.

CITY OF THE COLONY, TEXAS

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
CITY SECRETARY

CAROLLO ENGINEERS, INC.

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
SECRETARY

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE COROLLO ENGINEERS, INC. ENGINEERING AND DESIGN CONTRACT FOR THE STEWART CREEK WASTEWATER TREATMENT PLANT EXPANSION PHASE 1, FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES DURING CONSTRUCTION; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, has duly reviewed and considered the Amendment for the Stewart Creek Wastewater Treatment Plant Phase I Engineering and Design Contract by and between the City of The Colony and Carollo Engineers, Inc. for the purpose of providing engineering services during construction.

Section 2. That this Amendment, attached hereto as Exhibit "A", is found to be acceptable and in the best interest of the City and its citizens, and the City Manager is hereby authorized to execute the Amendment on behalf of the City of The Colony, Texas, with the terms and conditions as stated therein.

Section 3. That with this Amendment the City of The Colony is agreeing to pay the sum not to exceed $1,950,848.00 for such work.

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

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Conduct a public hearing, discuss and consider approving an ordinance amending Planned Development 18 and 23, (Ordinance No 2013-2023) known as the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards***

Conduct a public hearing, discuss and consider a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

OWNER/ENGINEER

Owner/Developer:	The Tribute LLC	Lewisville, Texas
Engineer/Surveyor:	Mathews Southwest	Lewisville, Texas

EXISTING CONDITION OF PROPERTY

Planned Development 18 and 23 aka The Tribute and The Tribute West PD is partially developed with residential single-family subdivision, golf course and other common area amenities.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of Planned Development 18, 23 amendment.

DEVELOPMENT REVIEW COMMITTEE REVIEW

The Development Review Committee (DRC) recommends approval of the proposed amendment.

OPTIONS

1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS

1. Location Map
2. Proposed Ordinance
3. October 13, 2015 Planning and Zoning Commission meeting minutes

ATTACHMENT 1

Staff Analysis

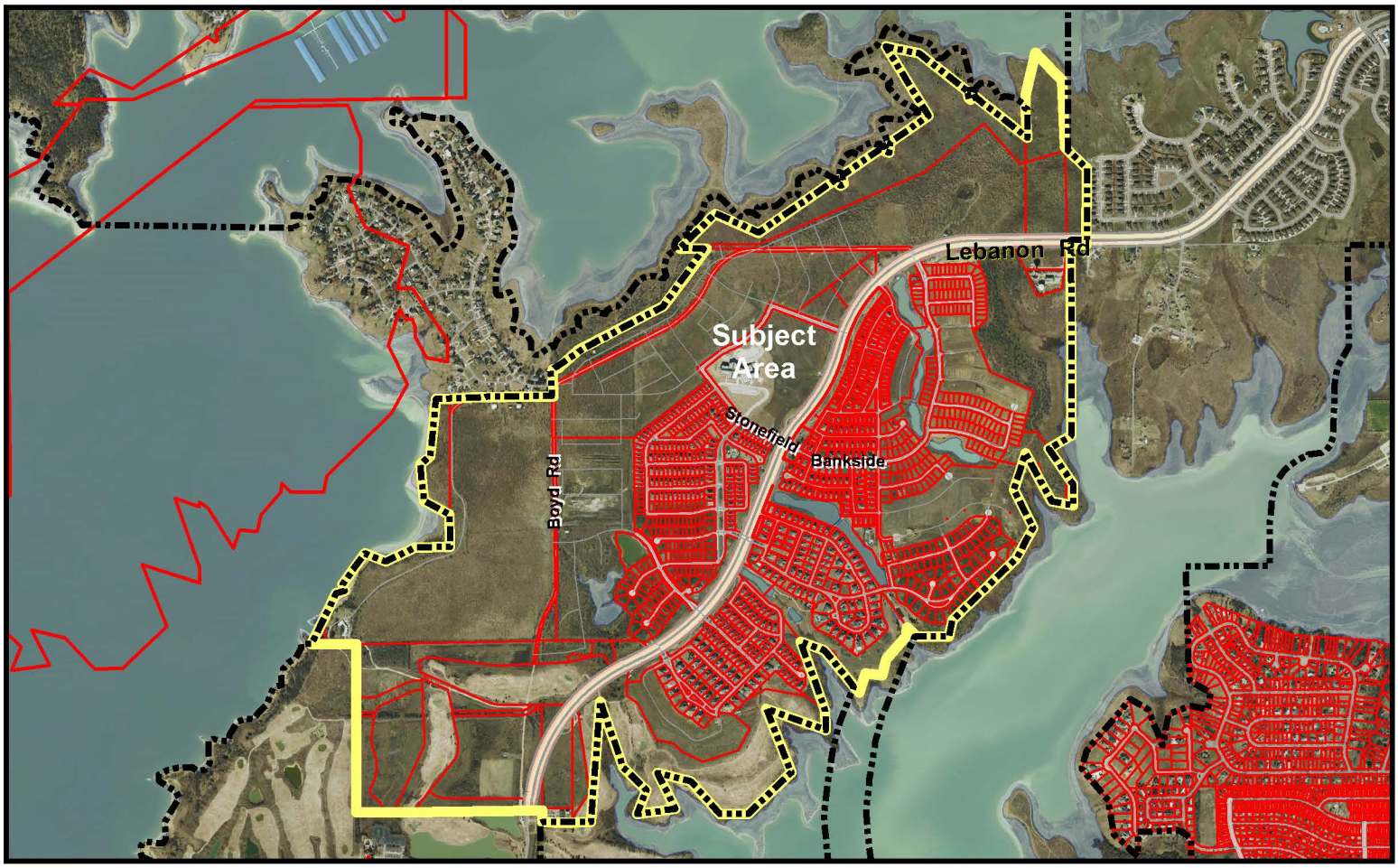
PROPOSED REQUEST

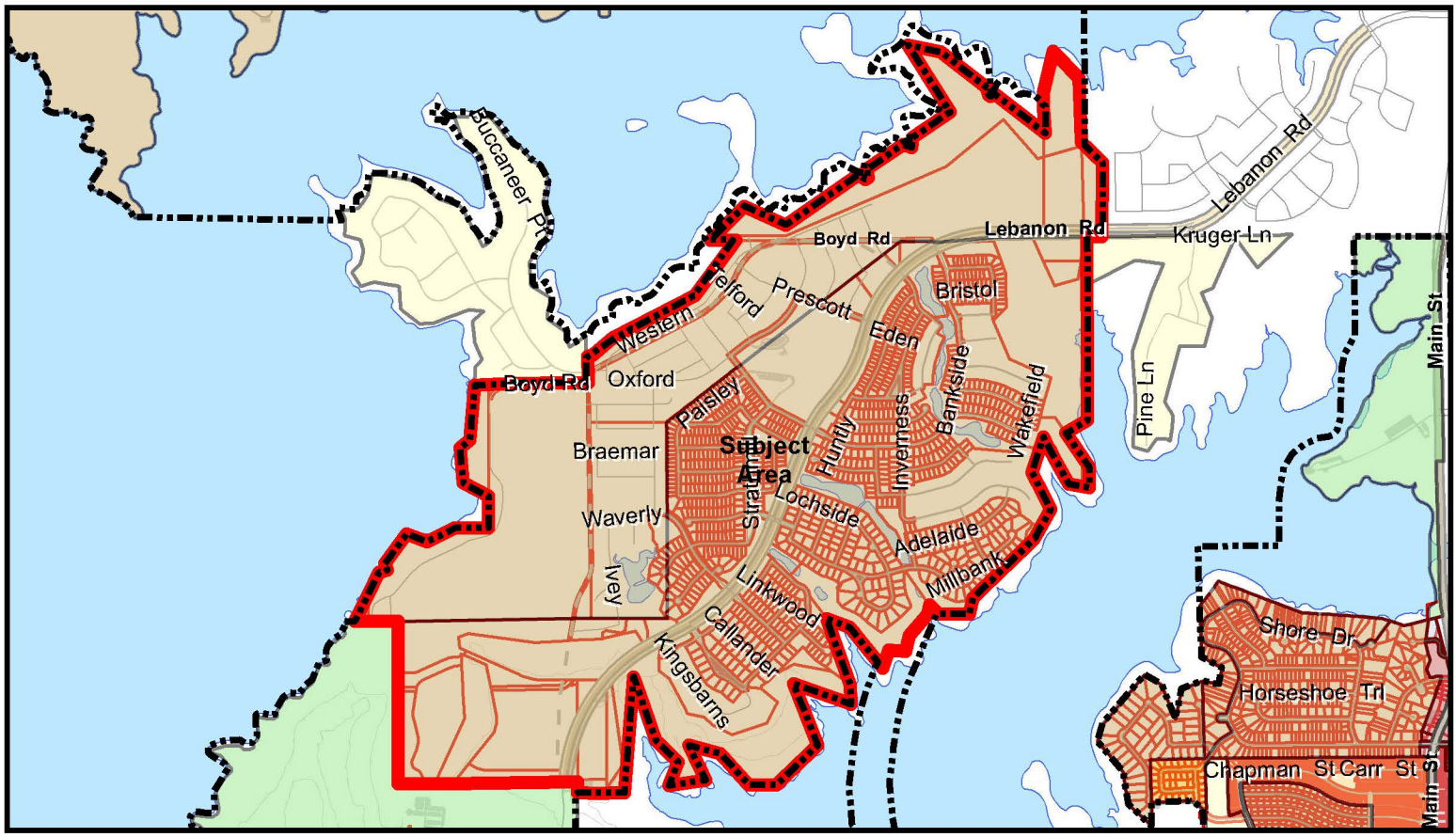
Located on Lake Lewisville peninsula, Tribute is a 1600 acre master planned community with its own golf course, resort-style pool, splash park, scenic trails, a playground and more than 600 acres of park and recreational space. The community has been very successful with different villages planned with a mix of lot sizes and bulk standards, providing the community a theme as well as variety of housing products.

Currently The Tribute is getting ready to move towards its future phases within The Tribute and The Tribute West. For example a 406 residential lot preliminary plat for Tribute West has been submitted to the City. In the future development and phases, Mathews Southwest (the master developer) has proposed new lot sizes and some variation in bulk standards that will be applicable to new constructions only within the villages. 40' and 45' minimum lot width zero lot line lots are being introduced. 40' wide lots will be served by alleyways. Villages of Stonehaven, Balmerino, The Gardens, Glen, Tribute West will have a combination of different lot sizes width varying from 48' to 80'. The attached Ordinance includes Exhibit B with the details of bulk standards.

NOTIFICATION

The Zoning Ordinance requires newspaper notification a minimum of ten (10) days prior to the Planning and Zoning Commission meeting for text amendments. Notice for this Public Hearing was published in *The NeighborsGo* on October 30, 2015. No comments, either for or against the text amendment, were received as of the printing of this packet.





Project No. PDA15-0004 - Project Name: Trinute PD 18, 23 Amendment

THE COLONY
City by the Lake

PD 18, 23 Tribute
Business Park/Industrial
Heavy Commercial
Mobile Home
Planned Development
Agricultural
Duplex Dwelling
Industrial
Neighborhood Service
Shopping Center
Business Park
General Retail
Light Commercial
Office District 1
Single Family Dwelling

N
W E
S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for Ilustration purposes only and are not suitable for site-specific decision making.

AN ORDINANCE OF THE CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-____
THE TRIBUTE AND TRIBUTE WEST DEVELOPMENT STANDARDS

AN ORDINANCE OF THE CITY OF THE COLONY, TEXAS, AMENDING PLANNED DEVELOPMENT 18 (PD-18) AND PLANNED DEVELOPMENT 23 (PD-23), BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, BY REVISING CERTAIN DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Planned Development zoning for PD-18 on or about November 6, 2000; and

WHEREAS, on or about May 15, 2006, the City Council approved the Development Plan for PD-18 in accordance with the zoning ordinance; and

WHEREAS, the City Council approved the Planned Development zoning for PD-23 on or about April 6, 2009; and

WHEREAS, on or about August 17, 2009, the City Council approved the Development Plan for PD-23 in accordance with the zoning ordinance; and

WHEREAS, the PD-18 and PD-23 encompass the property described on Exhibit "A," which is attached hereto and incorporated herein for all purposes; and

WHEREAS, on September 3, 2013, the City Council approved Ordinance No. 2013-2023 amending the development plan and development regulations for PD-18 and PD-23; and

WHEREAS, the applicant has made a request for approval of an amendment to the development regulations for PD-18 and PD-23, as reflected on Exhibit "B," which is attached hereto and incorporated herein for all purposes; and

WHEREAS, after discussion and consideration, the City Council has determined that the revised development regulations on Exhibit "B" should be approved.

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

SECTION 1. That PD-18 and PD-23, being more particularly described in Exhibit "A," which is attached hereto and incorporated herein, is hereby amended by revising certain development regulations for the development, as described on Exhibit "B," which is attached hereto and incorporated herein.

SECTION 2. That PD-18 and PD-23 shall be developed and used only in accordance with the Comprehensive Zoning Ordinance and Ordinance No. 00-1245 (PD-18), as amended, and Ordinance No. 09-1802 (PD-23), as amended, including the revised development regulations on Exhibit "B" attached hereto and incorporated herein.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal, or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That the Zoning Ordinance of the City of The Colony, Texas, as amended, and Ordinance No. 00-1245 and Ordinance No. 09-1802, both as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. that any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the code of Ordinances of the City of The Colony, Texas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and ever day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of The Colony, Texas, this the __ day of _____, 2015.

APPROVED:

_____
JOE MCCOURRY, MAYOR

ATTEST:

_____
CHRISTIE WILSON, CITY SECRETARY

APPROVED AS TO FORM:

_____

JEFF MOORE, CITY ATTORNEY

Exhibit "A"
Metes and Bounds Description of PD-18 and PD-23

Tract 1 (PD-18)

BEING A 5.707 ACRE TRACT OF LAND SITUATED IN THE BBB & CCR SURVEY, ABSTRACT NO. 182, IN THE CITY OF THE COLONY, DENTON COUNTY, TEXAS, AND BEING ALL OF TRACT 1, 5.704 ACRE TRACT OF LAND CONVEYED TO WYNNWOOD PENINSULA, LTD., BY DEED RECORDED IN COUNTY CLERKS FILE 93-R0048821, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS. SAID 5.707 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR THE NORTHWEST CORNER OF SAID 5.707 ACRE WYNNWOOD PENINSULA, LTD. TRACT, SAID POINT BEING IN THE OCCUPIED SOUTH LINE OF BOYD ROAD AS CONVEYED BY DEED TO THE COUNTY OF DENTON RECORDED IN VOLUME 400, PAGE 323, DEED RECORDS, DENTON COUNTY TEXAS, SAID CORNER BEARS NORTH 89 DEG. 24 MIN. 17 SEC. EAST, 467.96 FEET FROM A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF A 324.084 ACRE TRACT OF LAND CONVEYED BY DEED TO WYNNWOOD PENINSULA, LTD, RECORDED IN SAID COUNTY CLERKS FILE 93-R0048821, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEG. 20 MIN. 59 SEC. EAST, ALONG SAID SOUTH LINE AND THE NORTH LINE OF SAID 5.707 ACRE TRACT, A DISTANCE OF 390.20 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

THENCE, SOUTH 89 DEG. 12 MIN. 44 SEC. EAST, CONTINUING ALONG SAID SOUTH LINE AND THE NORTH LINE OF SAID 5.707 ACRE TRACT, A DISTANCE OF 229.80 FEET TO A FENCE CORNER POST FOR CORNER;

THENCE, SOUTH 08 DEG. 02 MIN. 19 SEC. WEST, ALONG THE NORTHERLY LINE OF U.S.A. TRACT G626 OF THE GARZA-LITTLE ELM RESERVOIR PROJECT (NOW CALLED LAKE LEWISVILLE) CONVEYED BY DEED RECORDED IN VOLUME 381, PAGE 423, DEED RECORDS, DENTON COUNTY, TEXAS, A DISTANCE OF 497.20 FEET TO C.O.E MONUMENT NO. 626-10 FOUND FOR CORNER;

THENCE, SOUTH 76 DEG. 03 MIN. 46 SEC. WEST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 309.51 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER 2 FEET SOUTH OF AND 2.5 FEET WEST OF A FENCE CORNER POST;

THENCE, NORTH 23 DEG. 31 MIN. 15 SEC. WEST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 626.50 FEET TO THE POINT OF BEGINNING AND

CONTAINING 5.707 ACRES OF LAND, MORE OR LESS.

Tract 2 (PD-18)

BEING A 605.795 ACRE TRACT OF LAND SITUATED IN THE T. LUCKETT SURVEY, ABSTRACT NO. 752, BBB & CCR SURVEY, ABSTRACT NO. 182, AND THE S. PAYTON SURVEY, ABSTRACT NO. 1009, IN THE CITY OF THE COLONY, DENTON COUNTY, TEXAS, AND BEING ALL OF TRACT 2, A CALLED 324.084 ACRE TRACT OF LAND CONVEYED TO WYNNWOOD PENINSULA, LTD., BY DEED RECORDED IN COUNTY CLERKS FILE 93-R0048821, A 56.584 ACRE TRACT OF LAND CONVEYED T0 WYNNWOOD PENINSULA, LTD, BY DEED RECORDED IN COUNTY CLERKS FILE NO 93-R0087901, A 40.535 ACRE TRACT OF LAND CONVEYED BY DEED TO WYNNWOOD PENINSULA, LTD. RECORDED IN COUNTY CLERKS FILE NO. 94-R0089415. A 40.000 ACRE TRACT OF LAND CONVEYED TO WYNNWOOD PENINSULA, LTD. BY DEED RECORDED IN COUNTY CLERKS FILE NO. 95-0076009, A 42.000 ACRE TRACT OF LAND CONVEYED TO WYNNWOOD PENINSULA, LTD. BY DEED RECORDED IN COUNTY CLERKS FILE NO. 97-R0086390, AND THE REMAINDER OF A CALLED 182.79 ACRE TRACT OF LAND CONVEYED BY DEED TO ROBERT E. STRIEF RECORDED IN VOLUME 574, PAGE 604, REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS. SAID 605.795 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT CORPS OF ENGINEERS (C.O.E) MONUMENT NO. C241-2 FOUND AT THE SOUTHWEST CORNER OF SAID 56.584 ACRE WYNNWOOD PENINSULA, LTD. TRACT;

THENCE, NORTH 01 DEG. 26 MIN. 52 SEC. EAST, ALONG THE WEST LINE OF SAID 56.584 ACRE WYNNWOOD PENINSULA, LTD. TRACT, A DISTANCE OF 1100.08 FEET TO A 3/4" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 01 DEG, 12 MIN. 56 SEC. EAST, CONTINUING ALONG THE WEST LINE OF SAID 56.584 ACRE WYNNWOOD PENINSULA, LTD. TRACT, PASSING THE SOUTHWEST CORNER OF SAID 40.535 ACRE TRACT OF LAND CONVEYED BY DEED AT 49.89 FEET AND CONTINUING IN ALL A TOTAL DISTANCE OF 865.32 FEET ALONG THE WEST LINE OF SAID 40.535 ACRE TRACT TO A FENCE CORNER POST FOR THE NORTHWEST CORNER OF SAID 40.535 ACRE TRACT;

THENCE, SOUTH 89 DEG. 27 MIN, 31 SEC. EAST, ALONG THE NORTH LINE OF SAID 40.535 ACRE WYNNWOOD PENINSULA, LTD. TRACT, A DISTANCE OF 2141.85 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 40.535 ACRE TRACT, SAID POINT ALSO BEING THE MOST WESTERLY NORTHWEST CORNER OF THE AFORESAID 324.084 ACRE WYNNWOOD PENINSULA, LTD. TRACT;

THENCE, ALONG THE MONUMENT PARTITION LINE BETWEEN TRACT A1, EXHIBIT A, AND TRACT B2, EXHIBIT B, DESCRIBED IN DEED OF PARTITION, RECORDED IN

VOLUME 2163, PAGE 433, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING THE SAME LINE AS DESCRIBED IN DEED OF SAID 324.084 ACRE WYNNWOOD PENINSULA, LTD., TRACT, THE FOLLOWING THREE COURSES AND DISTANCES:

SOUTH 89 DEG. 42 MIN. 25 SEC. EAST, A DISTANCE OF 1113.32 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 00 DEG. 44 MIN. 11 SEC. EAST, A DISTANCE OF 2347.37 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 53 DEG. 47 MIN. 45 SEC. EAST, A DISTANCE OF 3532.09 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTH LINE OF BOYD ROAD AS DESCRIBED IN DEED TO THE COUNTY OF DENTON RECORDED IN VOLUME 400, PAGE 323, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEG. 36 MIN. 23 SEC. EAST, ALONG SAID SOUTH LINE OF BOYD ROAD AND THE NORTH LINE OF SAID 324.084 ACRE TRACT, A DISTANCE OF 1160.97 FEET TO A 1/2" IRON ROD FOUND FOR NORTHEAST CORNER OF SAID TRACT IN THE WEST LINE OF U.S.A. TRACT G626 OF THE GARZA-LITTLE ELM RESERVOIR PROJECT (NOW CALLED LAKE LEWISVILLE) CONVEYED BY DEED RECORDED IN VOLUME 381, PAGE 423, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE, ALONG THE EAST LINE OF SAID 324.084 ACRE TRACT AND U.S.A. TRACT NO G-626 THE FOLLOWING SIX COURSES AND DISTANCES:

SOUTH 19 DEG. 20 MIN. 20 SEC. EAST, PASSING C.O.E. MONUMENT NO. 626-7 FOUND AT 27.78 FEET, AND CONTINUING IN ALL A TOTAL DISTANCE OF 416.72 FEET TO C.O.E. MONUMENT NO. G626-6 FOUND FOR CORNER;

SOUTH 00 DEG. 35 MIN. 31 SEC. WEST, A DISTANCE OF 403.72 FEET TO C.O.E. MONUMENT NO. G626-5 FOUND FOR CORNER;

SOUTH 45 DEG. 48 MIN. 38 SEC. WEST, A DISTANCE OF 219.95 FEET TO C.O.E. MONUMENT NO. G626-4 FOUND FOR CORNER;

SOUTH 21 DEG. 42 MIN. 53 SEC. EAST, A DISTANCE OF 504.77 FEET TO C.O.E. MONUMENT NO. G626-3 FOUND FOR CORNER;

SOUTH 64 DEG. 44 MIN. 03 SEC. EAST, A DISTANCE OF 550.27 FEET TO C.O.E. MONUMENT NO. G626-2 FOUND FOR CORNER;

SOUTH 16 DEG. 23 MIN. 14 SEC. WEST, A DISTANCE OF 516.70 FEET TO C.O.E. MONUMENT NO. G626-1 FOUND FOR CORNER;

THENCE, SOUTH 88 DEG. 52 MIN. 21 SEC. EAST, CONTINUING ALONG THE SOUTH LINE OF SAID U.S.A. TRACT G-626, A DISTANCE OF 180.76 FEET TO C.O.E.

MONUMENT NO. G627-1 FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID 182.79 ACRE ROBERT E. STRIEF TRACT AND THE NORTH WEST CORNER OF U.S.A. TRACT G627 CONVEYED BY DEED RECORDED IN VOLUME 385, PAGE 99 AND MODIFIED BY QUIT CLAIM DEED TO E. SMITH AND ORA MAE SMITH RECORDED IN VOLUME 468, PAGE 418, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE, ALONG THE EAST LINE OF SAID STRIEF TRACT AND THE WEST LINE OF U.S.A. TRACT G627 THE FOLLOWING TEN COURSES AND DISTANCES:

SOUTH 32 DEG. 43 MIN. 30 SEC. EAST, A DISTANCE OF 719.98 FEET TO C.O.E. MONUMENT NO. G627-2 FOUND FOR CORNER;

SOUTH 01 DEG. 14 MIN. 39 SEC. WEST, A DISTANCE OF 250.36 FEET TO C.O.E. MONUMENT NO. G627-3 FOUND FOR CORNER;

NORTH 77 DEG. 49 MIN. 13 SEC. WEST, A DISTANCE OF 250.67 FEET TO C.O.E. MONUMENT NO. G627-4 FOUND FOR CORNER;

NORTH 27 DEG. 11 MIN. 57 SEC. WEST, A DISTANCE OF 277.42 FEETTO C.O.E. MONUMENT NO. G627-4A FOUND FOR CORNER, AT THE SOUTH CORNER OF A 0.23 ACRE TRACT OF LAND CONVEYED FROM ROBERT E. STRIEF TO U.S.A. BY DEED RECORDED IN VOLUME 2457, PAGE 193, REAL PROPERTY RECORD, DENTON COUNTY, TEXAS;

NORTH 03 DEG. 56 MIN. 27 SEC. EAST, A DISTANCE OF 98.26 FEET TO C.O.E. MONUMENT NO. G627-4B FOUND FOR CORNER;

NORTH 17 DEG. 12 MIN. 22 SEC. WEST, A DISTANCE OF 117.41 FEET TO C.O.E. MONUMENT NO. G627-4C FOUND FOR CORNER;

SOUTH 74 DEG. 15 MIN. 55 SEC. WEST, A DISTANCE OF 72.63 FEET TO C.O.E. MONUMENT NO. G627-4D FOUND FOR CORNER;

NORTH 27 DEG. 11 MIN. 57 SEC. WEST, A DISTANCE OF 148.34 FEET TO C.O.E. MONUMENT NO. G627-5 FOUND FOR CORNER;

SOUTH 19 DEG. 07 MIN. 15 SEC. WEST, A DISTANCE OF 443.35 FEET TO C.O.E. MONUMENT NO. G627-6 FOUND FOR CORNER;

SOUTH 24 DEG. 59 MIN. 05 SEC. EAST, A DISTANCE OF 499.68 FEET TO C.O.E. MONUMENT NO. 627-7 FOUND FOR CORNER, SAID POINT BEING THE NORTHWEST CORNER OF A U.S.A. TRACT G628 CONVEYED BY DEED RECORDED IN VOLUME 385, PAGE 99 AND MODIFIED BY QUIT CLAIM DEED TO E. SMITH AND ORA MAE SMITH RECORDED IN VOLUME 468, PAGE 418, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE, CONTINUING ALONG THE EAST LINE OF SAID STRIEF TRACT AND THE WEST LINE OF SAID U.S.A. TRACT G628 THE FOLLOWING THREE COURSES AND DISTANCES:

SOUTH 30 DEG. 03 MIN. 06 SEC. WEST, A DISTANCE OF 393.89 FEET TO C.O.E. MONUMENT NO. G628-2 FOUND FOR CORNER;

SOUTH 47 DEG. 31 MIN. 21 SEC. WEST, A DISTANCE OF 1038.81 FEET TO C.O.E. MONUMENT NO. G628-3 FOUND FOR CORNER;

SOUTH 14 DEG. 19 MIN. 34 SEC. WEST, A DISTANCE OF 196.63 FEET TO C.O.E. MONUMENT NO. G628-4 FOUND FOR CORNER IN THE SOUTH LINE OF SAID STRIEF TRACT;

THENCE, NORTH 88 DEG. 23 MIN. 26 SEC. WEST, ALONG THE SOUTH LINE OF SAID STRIEF TRACT A DISTANCE OF 375.97 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER;

THENCE, CONTINUING ALONG SAID SOUTH LINE AND THE NORTHWESTERLY LINE OF U.S.A. TRACT G628, THE FOLLOWING TWO COURSES AND DISTANCE:

NORTH 43 DEG. 44 MIN. 52 SEC. WEST, A DISTANCE OF 148.52 FEET TO THE REMAINS OF C.O.E. MONUMENT NO. G6286 FOUND FOR CORNER;

SOUTH 09 DEG. 08 MIN. 14 SEC. WEST, ADISTANCE OF 113.21 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTH LINE OF SAID STRIEF TRACT;

THENCE, NORTH 88 DEG. 56 MIN. 00 SEC. WEST, CONTINUING ALONG THE SAID SOUTH LINE OF STRIEF TRACT, A DISTANCE OF 2.85 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER IN THE SOUTHEASTERLY LINE OF AFORESAID 324.084 ACRE WYNNWOOD PENINSULA, LTD., TRACT AND THE NORTHWESTERLY LINE OF U.S.A. TRACT NO G608 CONVEYED BY CONDEMNATION DEED RECORDED IN VOLUME 384, PAGE 162 AND MODIFIED BY QUIT CLAIM DEED TO O.N. SEAGRAVES, ET UX RECORDED IN VOLUME 465, PAGE 694, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE, ALONG SAID SOUTHEASTERLY LINE OF 324.084 ACRE TRACT AND SAID NORTHWESTERLY LINE OF U.S.A. TRACT G608 THE FOLLOWING SEVEN COURSES AND DISTANCES:

SOUTH 42 DEG. 33 MIN. 37 SEC. WEST, A DISTANCE OF 337.43 FEET TO C.O.E. MONUMENT NO. G608-10 FOUND FOR CORNER;

SOUTH 15 DEG. 59 MIN. 41 SEC. WEST, A DISTANCE OF 199.68 FEET TO C.O.E. MONUMENT NO. G608-9 FOUND FOR CORNER;

NORTH 83 DEG. 16 MIN. 00 SEC. WEST, A DISTANCE OF 199.79 FEET TO C.O.E. MONUMENT NO. G608-8 FOUND FOR CORNER;

SOUTH 20 DEG. 15 MIN. 25 SEC. WEST, A DISTANCE OF 230.29 FEET TO C.O.E. MONUMENT NO. G608-7 FOUND FOR CORNER;

NORTH 31 DEG. 01 MIN. 55 SEC. WEST, A DISTANCE OF 559.14 FEET TO C.O.E. MONUMENT NO. G608-6 FOUND FOR CORNER;

NORTH 53 DEG. 42 MIN.38 SEC. WEST, A DISTANCE OF 119.89 FEET TO C.O.E. MONUMENT NO. G608-5 FOUND FOR CORNER;

SOUTH 04 DEG. 23 MIN. 11 SEC. WEST, A DISTANCE OF 50.81 FEET TO C.O.E. MONUMENT NO. 603-2-3 FOUND FOR CORNER, SAID POINT BEING THE NORTH EAST CORNER OF U.S.A. TRACT NO. G603-2 CONVEYED BY CONDEMNATION DEED RECORDED IN VOLUME 383, PAGE 30 AND MODIFIED BY QUIT CLAIM DEED LEONARD V. GUMM, ET AL RECORDED IN VOLUME 419, PAGE 46, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF 324.084 ACRE TRACT AND THE NORTH AND WEST LINES OF SAID U.S.A. TRACT NO. G603-2 THE FOLLOWING TWO COURSES AND DISTANCES:

NORTH 68 DEG. 44 MIN. 45 SEC. WEST, A DISTANCE OF 300.21 FEET TO C.O.E. MONUMENT NO. G603-2-2 FOUND FOR CORNER;

SOUTH 18 DEG. 14 MIN. 44 SEC. EAST, A DISTANCE OF 850.05 FEET TO C.O.E. MONUMENT NO. G603-2-1 FOUND FOR CORNER;

THENCE, SOUTH 01 DEG. 03 MIN. 59 SEC. WEST, ALONG CONTINUING ALONG THE SAID SOUTHEASTERLY LINE OF SAID 324.084 ACRE TRACT, A DISTANCE OF 188.40 FEET TO C.O.E. MONUMENT NO. G603-1-13 FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF U.S.A. TRACT NO G603-1 CONVEYED BY CONDEMNATION DEED RECORDED IN VOLUME 383, PAGE 30 AND MODIFIED BY QUIT CLAIM DEED TO LEONARD V. GUMM, ET AL RECORDED IN VOLUME 419, PAGE 46, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE AND THE NORTHWESTERLY LINE OF SAID U.S.A. TRACT NO. G603-1 THE FOLLOWING TWELVE COURSES AND DISTANCES:

NORTH 70 DEG. 47 MIN. 04 SEC. WEST, A DISTANCE OF 699.72 FEET TO C.O.E. MONUMENT NO. G603-1-12 FOUND FOR CORNER;

SOUTH 20 DEG. 17 MIN. 11 SEC. EAST, A DISTANCE OF 775.43 FEET TO C.O.E.

MONUMENT NO. G603-1-11 FOUND FOR CORNER;

SOUTH 48 DEG. 19 MIN. 12 SEC. WEST, A DISTANCE OF 700.08 FEET TO C.O.E. MONUMENT NO. G603-1-10 FOUND FOR CORNER;

SOUTH 89 DEG. 03 MIN. 12 SEC. WEST, A DISTANCE OF 330.13 FEET TO C.O.E. MONUMENT NO. G603-1-9 FOUND FOR CORNER;

NORTH 42 DEG. 06 MIN. 31 SEC. WEST, A DISTANCE OF 499.78 FEET TO C.O.E. MONUMENT NO. G603-1-8 FOUND FOR CORNER;

NORTH 75 DEG. 21 MIN. 37 SEC. WEST, A DISTANCE OF 399.88 FEET TO C.O.E. MONUMENT NO. G603-1-7 FOUND FOR CORNER;

SOUTH 25 DEG. 31 MIN. 53 SEC. EAST, A DISTANCE OF 460.27 FEET TO C.O.E. MONUMENT NO. G603-1-6 FOUND FOR CORNER;

SOUTH 83 DEG. 46 MIN. 49 SEC. WEST, A DISTANCE OF 450.32 FEET TO C.O.E. MONUMENT NO. G603-1-5 FOUND FOR CORNER;

NORTH 23 DEG. 47 MIN. 57 SEC. EAST, A DISTANCE OF 300.02 FEET TO C.O.E. MONUMENT NO. G603-1-4 FOUND FOR CORNER;

NORTH 45 DEG. 50 MIN. 26 SEC. WEST, A DISTANCE OF 375.20 FEET TO C.O.E. MONUMENT NO. G603-1-3 FOUND FOR CORNER;

NORTH 18 DEG. 18 MIN. 20 SEC. WEST, A DISTANCE OF 799.87 FEET TO C.O.E. MONUMENT NO. G603-1-2 FOUND FOR CORNER;

SOUTH 06 DEG. 02 MIN. 45 SEC. WEST, A DISTANCE OF 1374.81 FEET TO C.O.E. MONUMENT NO. G603-1-1 FOUND FOR CORNER IN THE SOUTH LINE OF SAID 324.084 ACRE TRACT;

THENCE, NORTH 89 DEG. 19 MIN. 24 SEC. WEST, ALONG SAID SOUTH LINE, PASSING C.O.E. MONUMENT NO. G607-1 AT 539.98 FEET AND CONTINUING IN ALL A TOTAL DISTANCE OF 559.96 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 324.084 ACRE WYNNWOOD PENINSULA, LTD., TRACT;

THENCE, NORTH 01 DEG. 01 MIN. 30 SEC. EAST, ALONG THE WEST LINE OF SAID 324.084 ACRE TRACT, PASSING A 1/2" IRON ROD FOUND AT 132.80 FEET AND CONTINUING IN ALL A TOTAL DISTANCE OF 136.52 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CARTER & BURGESS" SET FOR CORNER; SAID CORNER BEING THE SOUTHEAST CORNER OF AFORESAID 56.584 ACRE WYNNWOOD PENINSULA, LTD, TRACT;

THENCE, NORTH 89 DEG. 10 MIN. 19 SEC. WEST, ALONG THE SOUTH LINE OF SAID 56.584 ACRE TRACT, A DISTANCE OF 2153.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 605.795 ACRES OF LAND, MORE OR LESS.

Tract 3 (PD-23)

BEING a parcel of land located in Denton County, Texas, a part of the B.B.B. & C.R.R. Survey, Abstract 170, a part of the B.B.B. & C.R.R. Survey, Abstract 179,a part of the B.B.B. & C.R.R. Survey, Abstract No. 182, a part of the Thompson D. Luckett Survey, Abstract No. 751, and a part of the J. Robertson Survey, Abstract No. 1507, and being all of that 250.65 acre tract of land described as Tract 1 and being a part of that 62.75 acre tract of land described as Tract II, conveyed to Wynnwood Peninsula Partners, L. P. in a Special Warranty Deed dated December 21, 2007 recorded in Document No. 2007-146787 Deed Records Denton County, being a part of that 48.769 acre tract of land conveyed to Wynnwood Peninsula Partners, L.P. in a Special Warranty Deed Dated January 16, 2008 recorded in Document No. 2008-5640, Deed Records Denton County, being a part of Lebanon Road (a variable width right-of-way), being a part of Boyd Road (a prescriptive use right-of-way), and being further described as follows:

BEGINNING at a five-eights inch iron rod found for the southeast corner of said 250.65 acre tract of land, said point being in the west line of that tract of land described as Tract II conveyed to Wynnwood Peninsula Venture as recorded in Document No. 2006-43169, Deed Records Denton County;

THENCE along the south line of said 250.65 acre tract of land as follows:

South 88 degrees 46 minutes 30 seconds West, 312.03 feet to a five-eights inch iron rod found for corner;

South 88 degrees 45 minutes 10 seconds West, 801.03 feet to a one-half inch iron rod found for corner;

South 89 degrees 01 minutes 07 seconds West, 2141.85 feet to a one-half inch iron rod set for corner;

North 04 degrees 08 minutes 26 seconds West, 31.84 feet to a Corp of Engineer monument found for corner;

South 87 degrees 58 minutes 59 seconds West, 238.88 feet to a Corp of Engineer monument for corner;

North 89 degrees 55 minutes 28 seconds West, 192.54 feet to a Corp of Engineer monument found for the southwest corner of said 250.65 acre tract of land, said point being in the east line of Garza-Little Elm Dam and Reservoir (Lake Lewisville);

THENCE along the west line of said 250.65 acre tract of land and along the east line of said Garza-Little Elm Dam and Reservoir (Lake Lewisville) as follows:

North 24 degrees 36 minutes 59 seconds East, 556.05 feet to a point for corner;

North 71 degrees 45 minutes 30 seconds East, 134.59 feet to a point for corner;

North 30 degrees 50 minutes 28 seconds West, 86.29 feet to a point for corner;

North 27 degrees 57 minutes 07 seconds East, 466.04 feet to a point for corner;

South 68 degrees 13 minutes 00 seconds East, 263.30 feet to a Corp of Engineer monument for corner;

North 64 degrees 05 minutes 52 seconds East, 376.74 feet to a Corp of Engineer monument for corner;

North 89 degrees 33 minutes 08 seconds East, 403.23 feet to a Corp of Engineer monument for corner;

North 00 degrees 15 minutes 14 seconds West, 379.56 feet to a Corp of Engineer monument for corner;

North 61 degrees 45 minutes 56 seconds West, 339.76 feet to a point for corner;

North 05 degrees 13 minutes 46 seconds West, 425.54 feet to a point for corner;

North 50 degrees 58 minutes 42 seconds East, 150.71 feet to a Corp of Engineer monument for corner;

North 05 degrees 32 minutes 05 seconds East, 662.31 feet to a Corp of Engineer monument for corner;

North 88 degrees 07 minutes 35 seconds East, 42.24 feet to a Corp of Engineer monument for corner, said point being the southwest corner of Wynnwood Haven Estates, an addition to the County of Denton as recorded in Cabinet E, Page 209, Map Records Denton County;

THENCE along the south line of said Wynnwood Haven Estates as follows:

North 83 degrees 53 minutes 31 seconds East, 100.47 feet to a one-half inch iron rod found for corner;

North 00 degrees 33 minutes 25 seconds West, 7.13 feet to a one-half inch iron rod set for corner;

North 89 degrees 16 minutes 35 seconds East, 1215.83 feet to a railroad spike found for the southeast corner of said Wynnwood Haven Estates and said point being in the center of Boyd Road (a prescriptive use right-of-way);

THENCE North 01 degrees 02 minutes 51 seconds West, 157.91 feet along the east line of said Wynnwood Haven Estates and along the center of Boyd Road to a one-half inch iron rod found for corner;

THENCE North 01 degrees 38 minutes 55 seconds West, 158.18 feet along the east line of said Wynnwood Haven Estates to a Corp of Engineer monument found for corner, said point being in the southeast line of said Garza-Little Elm Dam and Reservoir (Lake Lewisville);

THENCE along the southeast line of said Garza-Little Elm Dam and Reservoir (Lake Lewisville) as follows:

North 78 degrees 19 minutes 06 seconds East, 65.66 feet to a one-half inch iron rod set for corner;

North 49 degrees 05 minutes 28 seconds East, 322.05 feet to a Corp of Engineer monument found for corner;

North 62 degrees 33 minutes 24 seconds East, 1112.30 feet to a one-half inch iron rod found for corner;

North 36 degrees 39 minutes 40 seconds East, 762.29 feet to a one-half inch iron rod found for the northwest corner of said 250.65 acre tract of land;

North 36 degrees 45 minutes 05 seconds East, 71.39 feet to a Corp of Engineer monument found for the southwest corner of said Tract II, said point being the most southerly southeast corner of 48.769 acre tract of land, and said point being in the north line of Boyd Road (a prescriptive use right-of-way);

THENCE along the northerly line of said Tract II and along the southerly line of said 48.769 acre tract of land as follows:

North 36 degrees 51 minutes 46 seconds East, 64.89 feet to a seven-eights inch iron rod found for corner;

South 89 degrees 45 minutes 28 seconds East, 562.78 feet to a seven-eights inch iron rod found for corner;

North 66 degrees 43 minutes 39 seconds East, 2028.02 feet to a seven-eights inch iron rod found for corner;

North 52 degrees 21 minutes 59 seconds East, 962.29 feet to a seven-eights inch iron rod found for corner;

South 41 degrees 15 minutes 03 seconds East, 627.56 feet to a seven-eights inch iron rod found for corner;

North 72 degrees 49 minutes 11 seconds East, 118.05 feet to a point for corner;

THENCE North 00 degrees 02 minutes 08 seconds East, 370.33 feet to a Corp of Engineer monument found in the north line of said 48.769 acre tract of land and said point being in the southeast line of said Garza-Little Elm Dam and Reservoir (Lake Lewisville);

THENCE North 14 degrees 14 minutes 56 seconds East, 556.26 feet along the north line of said 48.769 acre tract of land and along the southeast line of said Garza-Little Elm Dam and Reservoir to a Corp of Engineer monument found for corner;

THENCE South 41 degrees 03 minutes 50 seconds East, 553.16 feet along the north line of said 48.769 acre tract of land and along the southeast line of said Garza-Little Elm Dam and Reservoir (Lake Lewisville) to a point for corner;

THENCE South 00 degrees 01 minutes 00 seconds West, 1423.56 feet to a point in the south line of said Tract II and said point being in the center of Lebanon Road;

THENCE South 89 degrees 05 minutes 25 seconds West, 1699.75 feet to a one-half inch iron rod found in the south line of said Tract Two, said point being at the intersection of the north line of Lebanon Road with the north line of Boyd Road;

THENCE South 89 degrees 15 minutes 51 seconds West, 519.62 feet along the south line of said Tract II and along the north line of Boyd Road to a point for corner;

THENCE South 52 degrees 16 minutes 40 seconds West, 3644.68 feet to a five-eights inch iron rod found in the east line of said 250.65 acre tract of land;

THENCE South 00 degrees 46 minutes 53 seconds East, 2347.37 feet to the POINT OF BEGINNING and containing 14,061,478 square feet or 322.81 acres of land.

Tract 4 (PD-23)

BEING a parcel of land located in Denton County, Texas, a part of the B.B.B. & C.R.R. Survey, Abstract 179, and being a part of that tract of land conveyed to Wynnwood Peninsula Partners, L.P. recorded in Document No. 2008-5640, Deed Records Denton County, and being further described as follows:

BEGINNING at a Corp of Engineer monument found for the southwest corner of that tract of land conveyed to Wynnwood Peninsula Partners, L.P. as recorded in Document No. 2008-5640, Deed Records Denton County, said point being in the east line of the Garza-Little Elm Dam and Reservoir (Lake Lewisville);

THENCE along the northwesterly boundary line of said Wynnwood tract of land and the boundary line of said Garza-Little Elm Dam and Reservoir, (Lake Lewisville) as follows:

North 45 degrees 22 minutes 05 seconds East, 575.78 feet to a Corp of Engineer monument found for corner;

South 66 degrees 13 minutes 05 seconds East, 550.42 feet to a Corp of Engineer monument found for corner;

North 55 degrees 31 minutes 30 seconds East, 1063.30 feet to a four inch pipe post found for corner;

South 53 degrees 20 minutes 23 seconds East, 99.10 feet to a four inch pipe post found for corner;

North 58 degrees 49 minutes 33 seconds East, 39.21 feet to a four inch pipe post found for corner;

North 09 degrees 43 minutes 33 seconds West, 105.85 feet to a four inch pipe post found for corner;

North 55 degrees 34 minutes 45 seconds East, 532.40 feet to a four inch pipe post found for corner;

South 68 degrees 39 minutes 45 seconds East, 111.43 feet to a four inch pipe post found for corner;

North 06 degrees 45 minutes 37 seconds East, 122.83 feet to a four inch pipe post found for corner;

North 55 degrees 32 minutes 07 seconds East, 542.48 feet to a Corp of Engineer monument found for corner;

North 31 degrees 56 minutes 09 seconds West, 949.10 feet to a Corp of Engineer monument found for corner;

South 78 degrees 20 minutes 38 seconds East, 400.38 feet to a Corp of Engineer monument found for corner;

South 52 degrees 10 minutes 02 seconds East, 727.85 feet to a four inch pipe post found for corner;

South 24 degrees 02 minutes 41 seconds West, 30.84 feet to a four inch pipe post found for corner;

South 15 degrees 40 minutes 20 seconds East, 51.56 feet to a four inch pipe post found for corner;

South 56 degrees 34 minutes 06 seconds East, 24.94 feet to a four inch pipe post found for corner;

North 57 degrees 44 minutes 36 seconds East, 62.09 feet to a four inch pipe post found for corner;

South 52 degrees 13 minutes 08 seconds East, 775.93 feet to a Corp of Engineer monument found for corner;

North 14 degrees 14 minutes 56 seconds East, 93.10 feet to a point for corner;

THENCE South 00 degrees 02 minutes 01 seconds West, 370.17 feet to a point for corner in the south line of said Wynnwood tract, said point being in the north line of a tract of land described as Tract 2 conveyed to Wynnwood Peninsula Partners, L.P. as recorded in Document No. 2007-146787, Deed Records Denton County;

THENCE along the south line of said Wynnwood Tract and the north line of said Tract 2 as follows:

South 72 degrees 49 minutes 11 seconds West, 118.02 feet to a seven-eights inch iron rod found for corner;

North 41 degrees 15 minutes 03 seconds West, 627.56 feet to a seven-eights inch iron rod found for corner;

South 52 degrees 21 minutes 59 seconds West, 962.29 feet to a seven-eights inch iron rod found for corner;

South 66 degrees 43 minutes 39 seconds West, 2028.02 feet to a seven-eights inch iron rod found for corner;

North 89 degrees 45 minutes 28 seconds West, 562.78 feet to a seven-eights inch iron rod found for corner;

South 36 degrees 51 minutes 46 seconds West, 64.89 feet to a point for corner in the north line of Boyd Road (a prescriptive use right-of-way);

THENCE South 89 degrees 35 minutes 43 seconds West, 312.09 feet along the north line of Boyd Road to the POINT OF BEGINNING and containing 1,754,917 square feet or 40.29 acres of land.

Tract 5 (PD-23)

BEING a parcel of land located in Denton County, Texas, a part of the J. ROBERTSON SURVEY ABSTRACT No. 1507 and a part of the RICHARD G. DUNLAP SURVEY, ABSTRACT No. 352, and also being a part of that tract of land described as Tract 2, conveyed to Wynnwood Peninsula Partners, L. P. recorded in Document No. 2007-146787, Deed Records Denton County, and being further described as follows:

BEGINNING at one-half inch iron rod found at the northeast corner of said Tract 2, said point being the southeast corner of a tract of land conveyed to Wynnwood Peninsula Partners, L.P. as recorded in Document No. 2008-5640, Deed Records Denton County, said point also being in the west line of a land described as Tract 2 conveyed to Waterstone LP as recorded in Document No. 2007-139619, Deed Records Denton County;

THENCE South 00 degrees 20 minutes 30 seconds East, 854.99 feet along the east line of said Tract 2 and the west line of said Waterstone tract to a point for corner in the centerline of Lebanon Road;

THENCE South 89 degrees 05 minutes 25 seconds West, 219.03 feet along the center of Lebanon Road to a point for corner;

THENCE North 00 degrees 26 minutes 10 seconds West, 1068.71 feet to a point for corner in the north line of said Tract 2, said point being in the south line of said Wynnwood tract;

THENCE along the north line of said Tract 2 and the south line of said Wynnwood tract as follows:

North 72 degrees 49 minutes 11 seconds East, 5.98 feet to a point for corner;

South 45 degrees 34 minutes 44 seconds East, 302.88 feet to the POINT OF BEGINNING and containing 212,212 square feet or 4.872 acres of land.

Exhibit "B"
Revised Development Regulations for PD-18 and PD-23

The following regulations apply to the Villages in PD-18 and PD-23, The Tribute and The Tribute West, respectively. The changes made by this ordinance do not apply to any platted lot containing a single family residence as of the effective date of this ordinance.

Village Name*	**Aberdeen Westbury**	**Stonehaven**		**Balmerino**			**Lochs Tullamore Meadows**	**Glen**		**The Gardens**		**Somerset**		**Tribute West**			
Minimum Lot Width	50'	50’	60’	50'	60'	80’	60’	75'	80'	50' (zero lot line)	60’	40' Alley (zero lot line)	55' (zero Lot line)	48'	55'	65'	76'
Minimum Lot Area (SF)	5,000	5,000	7,000	5,000	7,000	12,000	7,000	9,000	12,000	4,750	6,000	4,400	6,200	5,000	6,200	7,400	9,000

Exhibit "B"
Revised Development Regulations for PD-18 and PD-23

The following regulations apply to the Villages in PD-18 and PD-23, The Tribute and The Tribute West, respectively. The changes made by this ordinance do not apply to any platted lot containing a single family residence as of the effective date of this ordinance.

Village Name*	**Aberdeen Westbury**	**Stonehaven**		**Balmerino**			**Lochs Tullamore Meadows**	**Glen**		**The Gardens**		**Somerset**		**Tribute West**			
Minimum Lot Width	50'	50’	60’	50'	60'	80’	60’	75'	80'	50' (zero lot line)	60’	40' Alley (zero lot line)	55' (zero Lot line)	48'	55'	65'	76'
Minimum Lot Area (SF)	5,000	5,000	7,000	5,000	7,000	12,000	7,000	9,000	12,000	4,750	6,000	4,400	6,200	5,000	6,200	7,400	9,000
Minimum Lot Depth	100'	100’	110’	100'	110'	120’	110’	110'	120'	100'	100’	120'	120'	110'	120'	120'	120'
Minimum Lot Depth on Curve	95'	95’	95’	95'	95'	110’	95’	95'	110'	95'	95’	95'	95'	95'	95'	95'	95'
Minimum Front Setback	15'	15’	15’	15'	15'	25’	15’	20'	25'	15'	15’	14'	15'	15'	15'	15'	20'
Minimum Garage Setback	20'	20’	20’	20'	20'	25’	20’	20'	25'	20'	20’	18'	20'	20'	20'	20'	20'

Village Name*	Aberdeen Westbury	Stonehaven		Balmerino			Lochs Tullamore Meadows	Glen		The Gardens		Somerset		Tribute West			
Minimum Side Setback	5'	5’	5’	5'	5'	8’	5’	7.5'	8'	3'/7'	5’	0'/10'	0'/10'	5'	5'	5'	5'
Minimum Side Setback on Corner	10'	10’	10’	10'	10'	15’	10’	15'	15'	10'	10’	10'	10'	10'	10'	10'	10'
Minimum rear Setback	15'	15’	15’	15'	15'	20’	15’	20'	20'	10'	15’	15'	15'	15'	15'	15'	20'
Minimum Rear Setback for Patio Covers / Gazebos	5'	5’	5’	5'	5'	8’	5’	8'	8'	5'	5’	5'	5'	5'	5'	5'	5'
Maximum Lot Coverage (does not include patio covers & gazebos)	55%	55%	55%	55%	55%	55%	55%	55%	55%	60%	60%	60%	60%	60%	60%	55%	55%

Village Name*	Aberdeen Westbury	Stonehaven		Balmerino			Lochs Tullamore Meadows	Glen		The Gardens		Somerset		Tribute West			
Garage parking (minimum number of spaces)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Driveway Parking (minimum number of spaces)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Maximum Residential Building Height	40'	40’	40’	40'	40'	40’	40’	40'	40'	40'	40’	40'	40'	40'	40'	40'	40'
Notes Specific to a Particular Village	6	6, 9	6, 9	6, 9	6, 9	6, 9	6, 10	6, 9	6, 9	6, 9	6, 9	5, 6, 9	6, 9	7, 9	8, 9	8, 9	8, 9

*See the map on page 5 of this exhibit for each Village referenced in the chart above. The map is attached only for the purpose of showing Village names and locations, and all other information on the map is informational only and subject to change.

Notes:

1. Original Ordinance (07-1745, adopted 12/3/07) established development standards.

2. Ordinance 09-1798, adopted 3/2/09 added the following definition for Height: Height shall mean the vertical distance of a building measured from the average established grade at the street line or from the front building line, whichever is higher, to the highest point of the roof.
3. Ordinance 2012-1982, adopted 10/2/12, revised some of the development standards for Balmerino II.
4. Ordinance 2013-2023, adopted 9/3/13, revised some of the development standards for Aberdeen, Stonehaven, Balmerino, Lochs, Tullamore Meadows, Glen, and The Gardens.
5. Lots designed as a 40-foot alley product shall have a minimum garage setback of 18 feet and a minimum front setback of 14 feet, with porches permitted to encroach into the front yard setback a maximum of five feet. Temporary visitor parking shall also be accommodated as parallel parking on the street in front of the home. All other standards for the 40-foot alley product shall be as noted for Somerset above.
6. The minimum house size for all Villages except Tribute West is 2,000 square feet.
7. The minimum house size for Tribute West with a minimum 48-foot front lot width shall be 1,600 square feet.
8. The minimum house size for Tribute West with a minimum 55-foot front lot width shall be 1,800 square feet.
9. These villages have more than one lot type, and development regulations in this chart shall be applied to each lot based on the size of that lot as shown on the approved final plat.
10. Tullamore Meadows, Somerset, Westbury, and Tribute West shall be allowed to have model homes. Model home locations shall be identified on final plats for the Villages. Lots identified as model home locations may be developed in accordance with any of the development regulations in this chart that apply to any of these four villages.

PD 23
TRACT | TYPICAL LOT SIZE | HOME SITES
PRELIMINARY PLAT
WESTBURY PHASE 1A 50' X 120' 11
WESTBURY PHASE 1B 50' X 120' 41
WESTBURY PHASE 1C 50' X 120' 55
WESTBURY PHASE 2 50' x 120' 99
WESTBURY PHASE 3 50' x 120' 95
WESTBURY PHASE 4 50' x 120' 176
SOMERSET 40' x 120' 32
55' x 120' 49
TULLAMORE MEADOWS PHASE 2 60' x 125' 52
65' x 125' 6
MODEL HOMES 5
TRIBUTE WEST
PHASE 1 48' X 120' 27
50' X 120' 38
65' X 120' 28
70' X 120' 5
PHASE 2 48' X 120' 31
55' X 120' 26
65' X 120' 28
PHASE 3A 55' X 120' 21
65' X 120' 31
70' X 120' 20
PHASE 3B 48' X 120' 27
55' X 120' 18
70' X 120' 4
PHASE 4A 65' X 120' 34
PHASE 4B 48' X 120' 20
55' X 120' 32
70' X 120' 16
TOTAL 1027
*Lot counts may vary significantly
PHASE 3A 22.7 AC+/-
PHASE 1 32.6 AC+/-
AMENITY CENTER 12.6 AC+/-
TRIBUTE WEST
PHASE 4B 24.2 AC+/-
(2.3 AC +/-)
PROPOSED COMMERCIAL/ RECREATION AREA (11.3 AC +/-)
PHASE 3B 12.5 AC+/-
PHASE 4A 8.2 AC+/-
PHASE 2 21.7 AC+/-
TULLAMORE MEADOWS PHASE 2 31.6 AC+/-
SOMERSET 22.9 AC+/-
PROPOSED GOLF VILLAS TOWNHOMES CONDOS (26.4 AC +/-)
PROPOSED GOLF VILLAS TOWNHOMES CONDOS (29.7 AC +/-)
PROPOSED HOTEL (10.5 AC +/-)
WESTBURY PHASE 2 21.4 AC+/-
WESTBURY PHASE 3 20.2 AC +/-
WESTBURY PHASE 1B 10.8 AC +/-
WESTBURY PHASE 1A 1.6 AC +/-
WESTBURY PHASE 1C 12.8 AC+/-
WESTBURY PHASE 4 41.2 AC +/-
PROPOSED TOWN CENTER AND MIXED USE (95.1 AC +/-)
1.9 AC +/-
LITTLE ELM ISD K-8 STEM ACADEMY
DRY DETENTION POND
ABERDEEN PHASE 1
ABERDEEN PHASE 2
ABERDEEN PHASE 3
TULLAMORE MEADOWS
BALMERINO PHASE 1
BALMERINO PHASE 2
BALMERINO PHASE 3
GLEN PHASE 1
GLEN PHASE 2
THE LOCHS PHASE 1
THE LOCHS PHASE 2
THE LOCHS PHASE 3
THE GARDENS PHASE 1
THE GARDENS PHASE 2
STONEHAVEN PHASE 1
STONEHAVEN PHASE 2
PROPOSED COMMERCIAL/ RECREATION USE (6.6 AC +/-)
PD 18
TRACT | TYPICAL LOT SIZE | HOME SITES
A 50' x 120' 85
B 50' x 100' 129
C 60' x 120' 319
D 75' x 130' 157
E 75' x 130' 39
F 75' x 130' 89
G 50' x 120' 266
H 60' x 130' 34
TOTAL 1118
THE TRIBUTE
PD 18 1118
PD 23 1027
TOTAL 2145
The TRIBUTE
LAKESIDE GOLF AND RESORT COMMUNITY

MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Conduct a public hearing, discuss and consider approving an ordinance amending Planned Development 25 or Grandscape Planned Development Ordinance, (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Lava Cantina Sound Level Attenuation Map
Lot 3, Blk A Sound Level Attenuation Map
Proposed Ordinance
Sept 22, 2015 P&Z Minutes
October 27, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT – ***PDA15-0003, Amendment to Planned Development District No. 25***
Conduct a public hearing, discuss and consider a request for an amendment to Planned Development 25 (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music.

APPLICANT/OWNER
City of The Colony The Colony, TX

EXISTING CONDITION OF PROPERTY
Planned Development 25 aka the Grandscape Planned Development is partially developed with Nebraska Furniture Mart, restaurants (some under construction and some open) and a hotel under construction. If approved, the proposed text amendment will apply to Lots 1, 2R, 3, Block D of Grandscape Addition Phase II, and Lot 3, Block A, of Grandscape Addition Phase II within PD-25.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 27, 2015 – The Planning and Zoning Commission voted (7-0) to recommend approval of Planned Development 25 amendment.

DEVELOPMENT REVIEW COMMITTEE REVIEW
The Development Review Committee (DRC) recommends approval of the proposed amendment.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Lava Cantina Sound Level Attenuation Map
4. Lot 3, Block A, Sound Level Attenuation Map
5. Proposed Ordinance
6. September 22, 2015 Planning and Zoning Commission meeting minutes
7. October 27, 2015 Planning and Zoning Commission meeting minutes

ATTACHMENT 1

Staff Analysis

ORIGINAL REQUEST

The applicant is proposing to add Sub-Section O to Section XIV, Miscellaneous, as follows:

"O. Live Outdoor Music – Live outdoor music will be permissible during peak hours (defined as Monday through Friday after 6 p.m., Saturday, Sunday, and Holidays after 11:00 a.m.), not to be performed after 1 a.m. Music performances are not to exceed 95 dB at a distance of 100 meters."

STAFF ANALYSIS

Staff had presented the aforementioned PD amendment request to the Planning and Commission on September 22, 2015 and received the following recommendations:

1. Changing the meter unit to feet
2. Having some sort of buffer between the residences and the music performance venue
3. Limiting performance time to 11:00 p.m. on weekdays, Monday through Thursday
4. Conducting the decibel study

Staff has since then reviewed and researched the decibel levels. Following website resources have been reviewed:

1. https://www.osha.gov/SLTC/noisehearingconservation/index.html
2. http://www.gcaudio.com/resources/howtos/loudness.html
3. http://www.webmd.com/brain/tc/harmful-noise-levels-topic-overview
4. http://www.turnittotheleft.org/educational/Audio_Quiz_KEY.pdf
5. http://audiology-web.s3.amazonaws.com/migrated/Fact%20Sheets%20-%20NIHL.pdf_53998b477e1cc0.84750764.pdf

From the facts reviewed regarding noise levels and possible effects with prolonged hearing, the 95 dB level is the optimum decibel level for music performances at 330 feet (Table 1). 330 feet is measured from the center of the stage. It is the overall noise including the noise generated by the crowd and other associated uses (instruments etc.). Following table shows different Environmental Noise levels and their effects.

Table 1

Environmental Noise	
Weakest sound heard	0dB
Whisper Quiet Library at 6'	30dB
Normal conversation at 3'	60-65dB
Telephone dial tone	80dB
City Traffic (inside car)	85dB
Train whistle at 500', Truck Traffic	90dB
Jackhammer at 50'	95dB
Subway train at 200'	95dB
Level at which sustained exposure may result in hearing loss	*90 - 95dB*

Hand Drill	98dB
Power mower at 3'	107dB
Snowmobile, Motorcycle	100dB
Power saw at 3'	110dB
Sandblasting, Loud Rock Concert	115dB
Pain begins	*125dB*
Pneumatic riveter at 4'	125dB
Even short term exposure can cause permanent damage - Loudest recommended exposure WITH hearing protection	*140dB*
Jet engine at 100'	140dB
12 Gauge Shotgun Blast	165dB
Death of hearing tissue	180dB
Loudest sound possible	194dB

Sound levels of music are listed in the table below (Table 2)

Table 2

Sound Levels of Music	
Normal piano practice	60 -70dB
Fortissimo Singer, 3'	70dB
Chamber music, small auditorium	75 - 85dB
Piano Fortissimo	84 - 103dB
Violin	82 - 92dB
Cello	85 -111dB
Oboe	95-112dB
Flute	92 -103dB
Piccolo	90 -106dB
Clarinet	85 - 114dB
French horn	90 - 106dB
Trombone	85 - 114dB
Tympani & bass drum	106dB
Walkman on 5/10	94dB
Symphonic music peak	120 - 137dB
Amplifier, rock, 4-6'	120dB
Rock music peak	150dB

Rock music if played at the outdoor music performance will be at much higher decibel levels. That is why the 95 dB level at 330 feet is utilized as a control measure and to ensure safe listening environment.

Staff has generated a dB level map showing how sound is attenuating towards the residential area with 100 feet intervals (Lava Cantina Sound Level Attenuation Map). Lot 3, Block D is the site for

future Lava Cantina which will have concerts and live music performances. Lava Cantina as a user initiated this PD amendment process. The map indicates that sound level generated by Lava Cantina will naturally drop to 0 dB near the residential subdivision in question here at 1000 feet. The green zone on the map shows where level drop down to 0 dB from the performing venue sound.

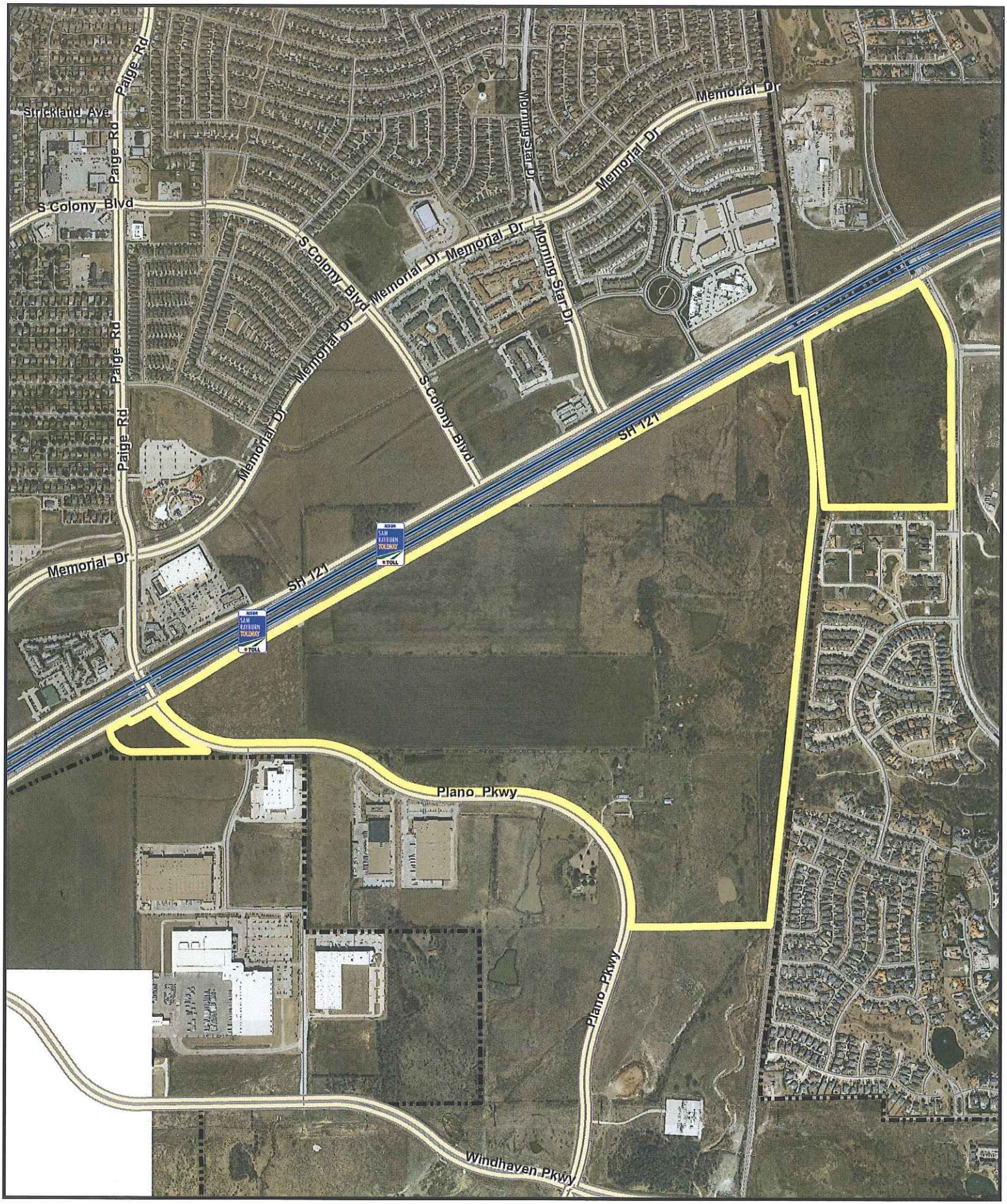
Lot 3, Block A is the larger land area envisioned for future mixed use center and entertainment district. At present where any music performance venue, if any, will locate within this large area is undecided. Staff has generated another map (Lot 3, Block A, Sound Level Attenuation Map) showing 100 feet buffers and sound level attenuation from the larger Lot 3, Block A of Grandscape Addition Phase II. This shows that the residential subdivision will be at 85 dB level or lower if music is performed at any location within Lot 3, Block A. This is equivalent to City Traffic (inside car) (Table 1) or chamber music, small auditorium (Table 2). In most probability music performance venue will not face the residential subdivision. The existing tree line and natural vegetation area along the railroad corridor between Destination Drive and the railroad provides ample buffer to cover the 85 dB sound level.

As a result, in DRC opinion additional buffer is not needed under current location of the live outdoor music performance venue. With Planning and Zoning Commission recommendation the modified proposed request for PD 25 amendment is outlined below:

PROPOSED REQUEST

The applicant is proposing to add Sub-Section O to Section XIV, Miscellaneous, as follows:

"O. Live Outdoor Music – Live outdoor music will be permissible during peak hours (defined as Monday through Thursday after 6 p.m. till 11 p.m., Friday, Saturday, Sunday, and Holidays after 11:00 a.m., and not to be performed after 1 a.m.). Music performances are not to exceed 95 dB at a distance of 330 feet. Music performance venues will be located within Lots 1, 2R, 3, Block D of Grandscape Addition Phase II, and Lot 3, Block A, of Grandscape Addition Phase II within PD-25."



THE COLONY
City by the Lake
6800 Main Street The Colony, Texas 75056 (972) 625-1756

Subject Property

0 250500 1,000 1,500 Feet

N W E S

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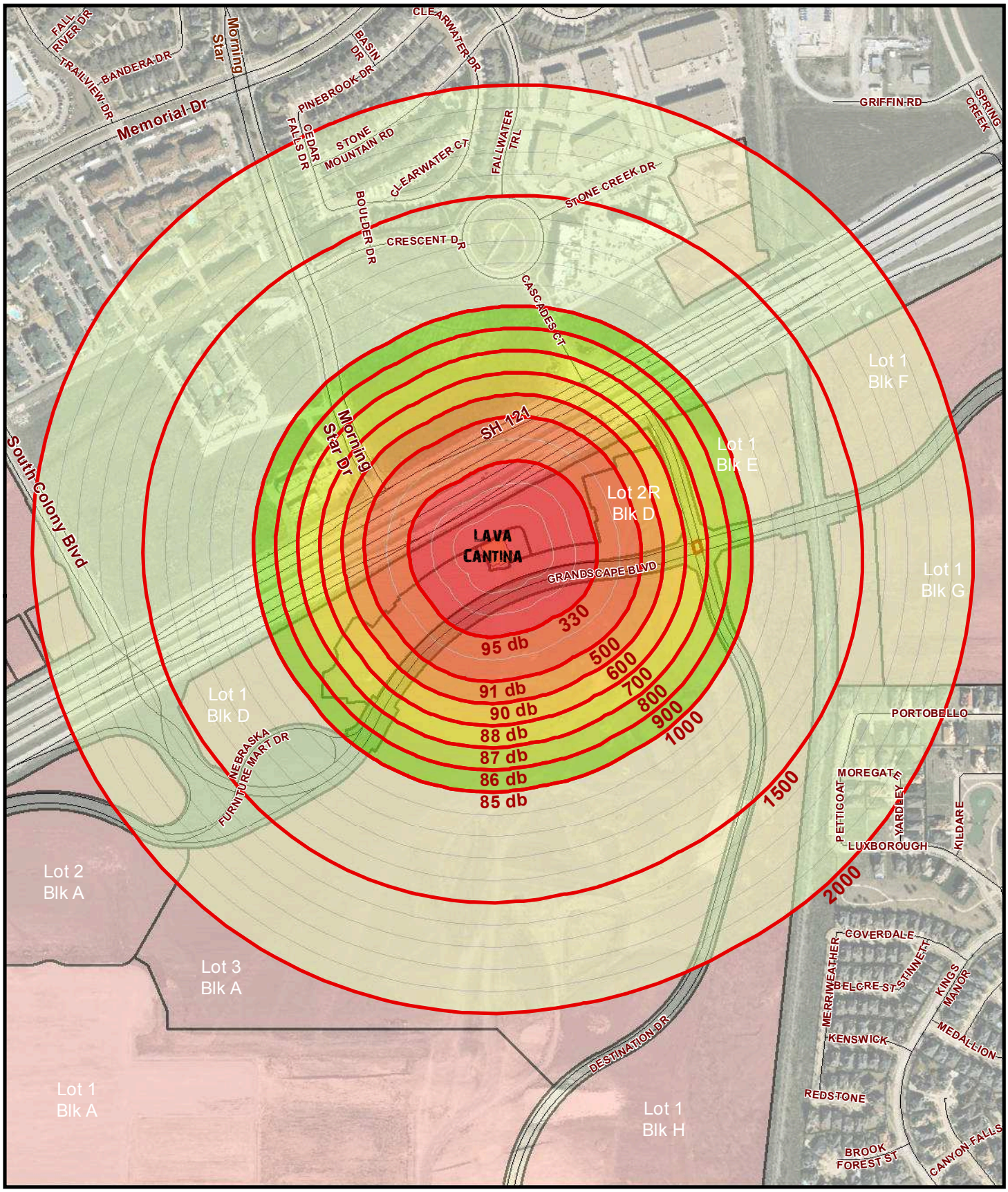

N
W E
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Lava Cantina Sound Level Attenuation Distance

0 85 86 87 88 90 91 95

0 300 600 1,200 Feet

Date: 10/19/2015 12:52:35 PM
Doc Name: SoundLevels_LetterSize

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Denton
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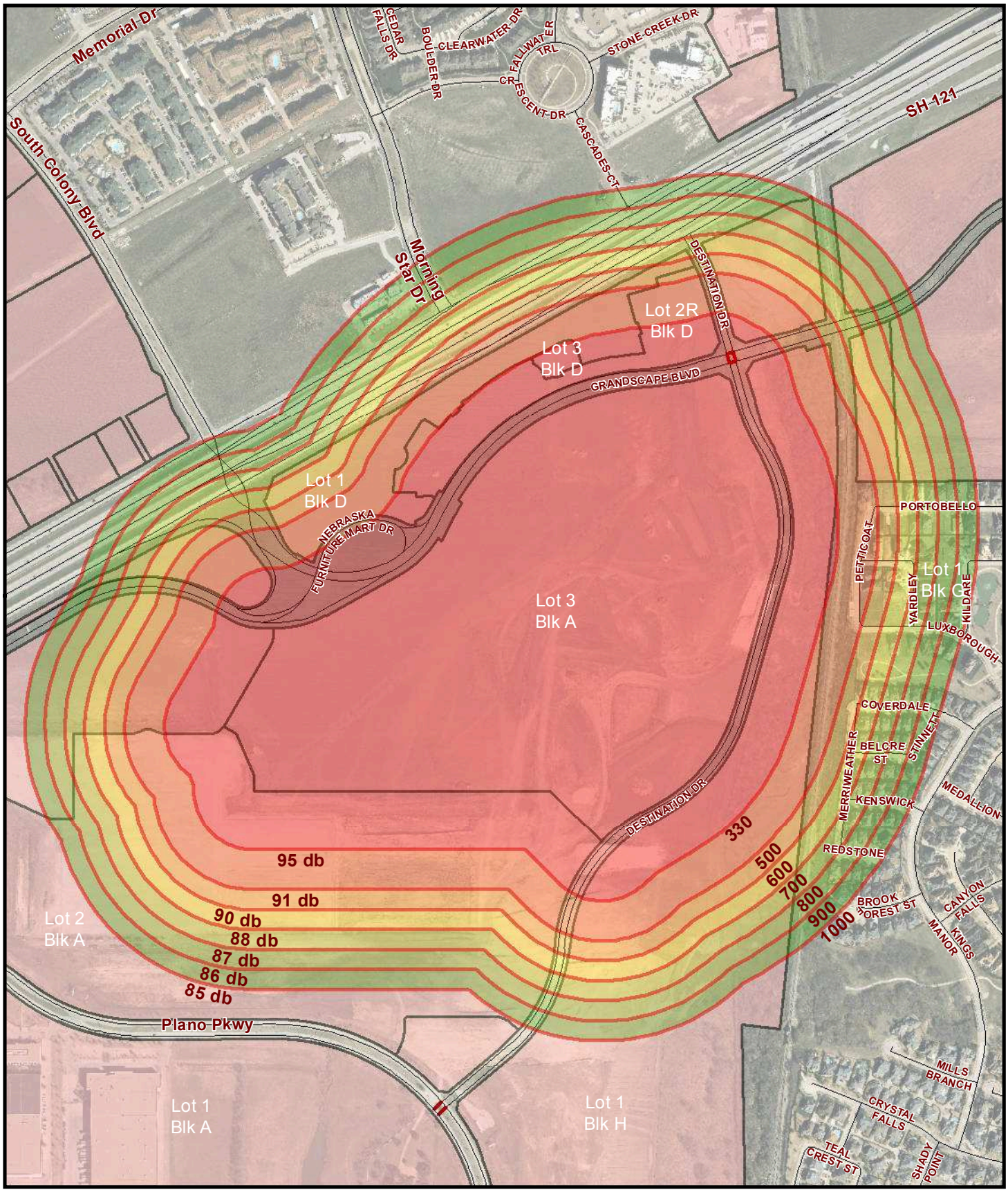

N
W E
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Lot 3, Blk A Sound Level Attenuation Distance

85 86 87 88 90 91 95

0 300 600 1,200 Feet

Date: 10/19/2015 3:47:28 PM
Doc Name: SoundLevelsLot3BlkA_LetterSize

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Denton Collin
The Colony
Tarrant Dallas

CITY OF THE COLONY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING PLANNED DEVELOPMENT 25 OR GRANDSCAPE PLANNED DEVELOPMENT ORDINANCE, ORDINANCE NO. 2011-1927, BY AMENDING EXHIBIT C, "DEVELOPMENT REGULATIONS" BY ADDING SUB-SECTION "O. LIVE OUDOOR MUSIC" TO SECTION XIV. MISCELLANEOUS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000) FOR EACH AND EVERY OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 2. That Exhibit C, of Planned Development 25 or Grandscape Planned Development, Ordinance No. 2011-1927, is hereby amended by adding Sub-Section "O" to Section XIV. Miscellaneous as follows:

O. Live Outdoor Music – Live outdoor music will be permissible during peak hours (defined as Monday through Thursday after 6 p.m. till 11 p.m., Friday, Saturday, Sunday, and Holidays after 11:00 a.m., and not to be performed after 1 a.m.). Music performances are not to exceed 95 dB at a distance of 330 feet. Music performance venues will be located within Lots 1, 2R, 3, Block D of Grandscape Addition Phase II, and Lot 3, Block A, of Grandscape Addition Phase II within PD-25.

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

SECTION 4. That all provisions of the Ordinances of the City of The Colony, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of The Colony, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 6. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 17th day of November, 2015.

_____
Joe McCourry, Mayor

ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
SEPTEMBER 22, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, September 22, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: None

City Council Liaison: David Terry, City Council Place 4

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and David Ritter, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

No citizens came forward during Citizen Input.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 8, 2015 Regular Session.
2.2	***FP15-0004 The Hudson - Parks of Austin Ranch Amending Final Plat*** Consider approval of a Final Plat of Lots 1, 2, 3, 4, 5, 6 and 7, Block D of the Hudson Parks of Austin Ranch, being a 46.22-acre tract of land, situated in the Andrews Survey, Abstract No. 18 and the S. B. Evans Survey Abstract No. 397, The Colony, Texas. The property is located near the southwest corner of Windhaven Parkway and Plano Parkway.
2.3	***FP15-0016 Austin Waters East Phase II Final Plat*** Consider approval of a Final Plat of Lots 9-22, Block F; Lots 2-16 Block G; Lots 1-9, Block H; Lots 2-42, Block J; for a total of seventy nine (79) Single Family Lots, and three (3) common area lots of Austin Waters East Phase II, being a 36.840-acres out of the S. Brown Survey, Abstract No. 111, an addition to The Colony, Denton County, Texas.

Chairman Hames read the Consent Agenda item into the record.

Commissioner DeBurr moved to approve Item 2.1, 2.2, and 2.3 Commissioner Buffington seconded the motion. Motion carried (7-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***Z15-0002 North Main Plaza Zoning Change from NS, PD-2 to GR*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for zoning change from Neighborhood Services (NS) and Planned Development 2 (PD-2) to General Retail (GR) at North Main Plaza, located at the southwest corner of Lake Highlands Drive and Main Street within the Neighborhood Services (NS) and Planned Development 2 (PD-2) zoning districts.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if access to the site will be through Main Street or Lake Highlands Drive.

Ms. Sen responded stating that staff will find out more about access points once site plan application is submitted. As per their zoning exhibit they have not shown a driveway on Main Street, so access will probably be through Lake Highlands Drive.

Commissioner Rockenbaugh asked if they access from Main Street will a turn lane be required.

Gordon Scruggs answered that during site plan review the applicant will have to follow Engineering Design Manual. They might have to do a traffic study based on traffic counts generated by the site and that will determine if a deceleration lane will be required on Main Street or Lake Highlands Drive.

Commissioner Hebb asked whether the front property on Main Street is part of the subject area. Ms. Sen clarified that the front parcel will be taken out due to Main Street expansion so the subject area will front on Main Street in future.

Commissioner Molina asked whether Lots 6 & 7 are the only lots in PD 2 or are there more area under PD 2.

Ms. Sen answered that there are more land area within PD 2, area to the West and North across Lake Highlands Drive are under PD 2 zoning.

Commissioner Molina asked whether PD 2 amendment will be required when this item goes to Council.

Ms. Sen answered affirmative, that staff will do an Ordinance amendment for this zoning change.

Chairman Hames opened the Public Hearing at 6:35 p.m.

Mr. Tim Brewer, Chairman of Community Baptist Church approached the Commission to speak on this item. He stated that they don't have any objection to the request. Their question is similar

to what Commissioner Rockenbaugh already asked on access. He enquired if the site plan will go to Council directly or come in front of this Board.

Chairman Hames answered that the site plan will come before Planning and Zoning Commission before going to Council.

No further comments were received during public hearing. Chairman Hames closed the public hearing at 6:36 p.m.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 3.1 Commissioner Molina seconded the motion. Motion carried (7-0).

3.2	***PDA15-0003, Amendment to Planned Development District No. 25*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for an amendment to Planned Development 25 (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music.

Chairman Hames read the public hearing item 3.2 into record.

Ms. Sen presented the staff report.

Commissioner Molina asked why "meters" have been used as a unit of measurement versus "feet". He suggested using 330 feet instead of 100 meters in the Ordinance.

Commissioner Molina asked the enforcement aspect of the Ordinance, 330 feet measured from where. Mr. Joyce clarified it should be measured from the venue.

Commissioner Rockenbaugh expressed his concern over the residences towards east side in Plano being so close and the way the Ordinance is written it can be set up in a way that a band can be playing pretty close to the residences.

Chairman Hames stated that she has no objection to the item, but she would like to see where the 95 dB number comes from. She did some research and most concert venues have decibel levels higher than 95 dB usually in 100 dB range. She likes for staff to do a study on the decibel level. How the rating is done, is it with audience noise, based on the music, there are all kinds of variable on decibel rating.

Commissioner Hebb asked whether the peak hour is defined as from 11:00 a.m. in the morning to 1:00 a.m. in the early morning for weekends and Holidays. Mr. Joyce answered that it is from morning 11:00 a.m. till at night 1:00 a.m.

Commissioner Hebb expressed concern over residences/neighbors hearings noise at 1:00 a.m. He also mentioned that the City's Noise Ordinance limits noise within subdivisions after 10:00 p.m. He stated that the time limit at night should be till 11:00 p.m. at the latest.

Commissioner Pool mentioned that after staff does some research on the decibel levels there might be a way to put limits on decibel levels near residences.

Commissioner Molina stated that during weekdays, Monday through Thursday allowing the outdoor music activity to go on till 1:00 a.m. may be too late. He would feel more comfortable agreeing with Commissioner Hebb and limiting it till 11:00 p.m.

Commissioner Hebb asked where the actual venue for Lava Cantina will be.

Ms. Sen pointed on the map and Chairman Hames stated that it is far away from the residences.

Commissioner Buffington asked if the hotel that is being built within Grandscape have shown any concern over this noise. Mr. Joyce mentioned that they are considering sound proofing and with very good construction methods by using metal studs etc. They have not shown any concern.

Chairman Hames summarized the items that were discussed by the Commission as follows:

1. Changing the meter unit to feet
2. Having some sort of buffer between the residences and the music performance venue
3. Limiting performance time to 11:00 p.m. on weekdays, Monday through Thursday
4. Conducting the decibel study

Chairman Hames opened the public hearing at 6:50 p.m.

Commissioner Molina moved to continue item 3.2 until October 27, 2015 allowing staff to do the research and also take into consideration Commission suggestions, Commissioner Pool seconded the motion. Motion carried (7-0).

3.3	***RP15-0009 Lot 19R, Block 11, Garza Little Elm Lake Estates Replat*** Conduct a public hearing, discuss and consider approval of a Replat for Lot 19R, Block 11, Garza Little Elm Lake Estates Subdivision, being a replat of Lots 19, 20, Block 11, of Garza Little Elm Lake Estates, being 0.435 acres out of the G. Emberlin Survey, Abstract No. A 394, an addition to the City of The Colony, Denton County, Texas, located at 4534 North Shore Drive.

Chairman Hames read the public hearing item 3.3 into record.

Ms. Sen presented the staff report.

Chairman Hames opened and closed the public hearing at 6:55 p.m. with no one speaking on this item.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 3.3 Commissioner Pool seconded the motion. Motion carried (7-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 6: 56 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 27, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 27, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: None

City Council Liaison: David Terry, City Council Place 4

Staff Present: Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian McNuelty, Technical Assistant, and David Ritter, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

No citizens came forward during Citizen Input.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the October 13, 2015 Regular Session.
2.2	***PP15-0006, Tribute West Addition Preliminary Plat*** Consider approval of a Preliminary Plat of 406 residential lots and 21 common area lots being 121.889 acres out of the B.B.B. and C.R.R. Survey, Abstract No. 170, Thomas D. Luckett Survey, Abstract No. 751, Thomas D. Luckett Survey, Abstract No. 752, an addition to the City of The Colony, Denton County, Texas located at northwest corner of Boyd and Stratford Road in Planned Development 23 (PD-23) zoning district.
2.3	***FP15-0006 Service King Final Plat*** Consider approval of a Final Plat for Lot 3, Block A, East Oak Wood Village Subdivision, being 2.450 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, west of Budget Suites, north of existing Firestone, in Business Park (BP) zoning district.
2.4	***FP15-0008 East Oak Wood Village Lots 1 and 4, Block A Final Plat*** Consider approval of a Final Plat for Lots 1 and 4, Block A, East Oak Wood Village Subdivision, being 4.479 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, east of Top Golf, in Business Park (BP) zoning district.

Chairman Hames read the Consent Agenda item into the record.

Commissioner Hebb moved to approve Item 2.1, 2.2, 2.3, and 2.4, Commissioner Molina seconded the motion. Motion carried (7-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0003, Amendment to Planned Development District No. 25*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for an amendment to Planned Development 25 (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music. (Continued from September 22, 2015)

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Chairman Hames praised staff for doing a thorough research on this item.

Commissioner Hebb asked whether Lava Cantina is the only site at this point where music will be performed. Ms. Sen answered affirmative.

Commissioner Hebb also asked that by this amendment the City is allowing in future any music performance venue to locate anywhere within Lot 3, Block A, where they can locate on Destination Drive and be very close to the residential area.

Ms. Sen explained through the decibel attenuation map that the 330 feet buffer is following the property boundary. So any point on the first buffer rind is 330 feet away from the lot boundary and the decibel level will be restricted to 95 dB per ordinance. As another 150 feet distance is added the decibel level goes down to 91 dB and so on.

Chairman Hames opened the public hearing and with no one wishing to speak, Chairman Hames closed the public hearing at 6:41 p.m.

Commissioner Hebb asked who will regulate this ordinance compliance.

Ms. Sen answered that for any event they will have to come and apply for a permit for a special event permit or similar, the applicant will then be notified of the requirement. If they are in violation and the City receives a complaint then The Colony Police Department will regulate that. But the City expects the applicant to comply with the Ordinance.

Commissioner Hebb asked if they do not comply what the fine is or is there a fine.

Ms. Sen responded that for any Ordinance violation there are a $2000.00 fine and each occurrence constitutes a separate violation.

Commissioner Molina also appreciated staff's work on the item stating they have covered all the items that were discussed as the last meeting.

Commissioner Buffington moved to approve Item 3.1 Commissioner Pool seconded the motion. Motion carried (7-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0024 Lava Cantina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Lava Cantina, a 21,723 sf restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked how many people will be coming to this venue.

Applicant and owner of Lava Cantina, Mr. Vaughn stated that the facility can seat upto 900 people and for special events which will be 20 – 25 times a year there will be 1800 tickets for sale. He also added that there will be a $600,000 – 700,000 entertainment system that will be responsible for the decibel levels. Lava Cantina will get into a management contract with a very reputable company called Eagle AVL who does major entertainment shows throughout the Country. These are professional people and will measure decibel levels from the sound board to the stage for legal compliance so that there is no Legal Class Action lawsuit for people getting hearing issues etc.

Commissioner Hebb asked why there is only 12 ADA spaces where the events might hold 1800 people.

Mr. Vaughn responded that those are very special events and will be scheduled post the time Nebraska Furniture Mart closes so there will be off-site parking and Lava Cantina will run shuttles from those areas.

Ms. Sen also added that Broadwalk Parking project is planned to be done before Lava Cantina opens and there will be more ADA spaces around the venue and not just the 12 shown for this site.

Commissioner Hebb asked if the stage and the patio are open to air.

Mr. Vaughn responded that they are both open air but there will be a retractable roof above the entire outdoor seating.

Commissioner DeBurr moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (7-0).

4.2	***SP15-0025 Advance Auto Parts Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

Commissioner Hebb mentioned that the access for this site is through Angelina's parking lot and it's taking 4 parking spaces out, so will the Angelina's parking requirements still be in compliance?

Ms. Sen stated that Angelina's probably had more than required number of parking spaces so they will be okay.

Mr. Scruggs added that the area is also under a mutual access easement.

Applicant Anna Blackwell approached the Commission and agreed with the statement made by Mr. Scruggs that there is an access easement at the northeast corner of Angelina's that allows access to this property.

Commissioner Rockenbaugh asked if the island shown on the Angelina's property is within the access easement.

Ms. Blackwell stated it is not within the easement and there needs to be permission from Angelina's while construction will happen.

Mr. Scruggs added that the north access is not shown on the drycleaners property. It was done a long time back and access easement was not required. But if the north property re-develops or does a replat then the cross access easement will be shown.

Commissioner Molina asked about the 15' City of The Colony strip on the north side of this site.

Mr. Scruggs responded that the strip has been there, the City doesn't need it. The City is going through the process of giving the property owners on both sides the strip in half and half. There is an electric utility going through the strip to the property behind the dry cleaners. The strip will remain as a utility easement.

Mr. Larry Robinson approached the Commission, who owns the property behind the dry cleaner and wanted clarification if the strip will remain as a utility easement. Mr. Scruggs responded affirmative.

Commissioner Hebb asked for clarification on the 14' wide strip of land south of the 15' wide City owned strip.

Ms. Sen clarified that the 14' wide strip of land is within the Advance Auto Parts property and Ms. Blackwell added that

Commissioner Rockenbaugh moved to approve Item 4.2 Commissioner Pool seconded the motion. Motion carried (7-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

_____

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Conduct a public hearing, discuss, and consider approving an ordinance amending Section 6-261 (j), Feather Signs, of Article XI, Signs, of Chapter 6 of the Code of Ordinances (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Proposed Ordinance
October 21, 2015 SBOA Meeting Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SI15-0015, Sign Ordinance Revision***
Conduct a public hearing, discuss, and consider an amendment to Section 6-261 (j), Feather Signs, of Article XI, Signs, of Chapter 6 of the Code of Ordinances.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 21, 2015 – The Sign Board of Appeals voted (5-0) to recommend approval of the Ordinance Amendment.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Proposed Ordinance
3. Minutes of October 21, 2015 Sign Board of Appeals meeting

ATTACHMENT 1

Staff Analysis

BACKGROUND

On April 5, 2011, the City Council adopted an ordinance which completely replaced the existing Sign Ordinance. Since the approval of a new Sign Ordinance, the ordinance has been amended several times. These amendments include:

- April 5, 2011 - City Council adopted the complete revised sign ordinance (Ord. No. 2011-1896).
- October 4, 2011 – City Council adopted minor revisions to the sign ordinance (Ord. No. 2011-1921).
- April 3, 2012 – City Council adopted minor revisions to the sign ordinance (Ord. No. 2012-1950).
- November 20, 2012 – City Council adopted the proposed revision to increase the number of feather sign permits from 3 to 6 times a calendar year. (Ord. No. 2012-1986).
- May 6, 2014 – City Council adopted the proposed revisions adding definitions for mannequin and mechanical signs; revising the definition of portable sign and revising Section 6-261(h) Political Signs in its entirety. (Ord. No. 2014-2068)

During the 2011 complete revision of the Sign Ordinance regulations, the display of temporary feather signs on commercial properties was approved by the City Council. At that time, it was determined that feather signs may not be displayed concurrently with banners since both are used to advertise special events and/or sales. Both the feather signs and the banners are allowed to be displayed for a maximum of 30 days per occurrence with three (3) occurrences per calendar year, for a total of temporary signage at one business to be six (6) times per calendar year.

The 2011 revised sign ordinance also limited the placement of banners by increasing the setback required from 25 to 50 feet from the right-of-way line (in addition to being able to display banners directly on the façade of businesses). This limitation to lawn placement impacted many of the businesses which had previously used banners for advertising, which led those businesses to rely more heavily on feather signs, which may be located closer to the right-of-way.

Therefore, in 2012, the City Council amended the Sign Ordinance to increase the number of occurrences that feather signs may be displayed from three (3) times per calendar year to six (6) times per calendar year. The length of the permit (30 days) remained the same, which may be used concurrently.

With reconstruction of Main Street (F.M. 423), many of the businesses located within the reconstruction area have either had their regular monument or other types of signage removed and/or their access points removed or relocated. Many of these businesses also indicted that they have used flag signs in the past, which they believed caused an increase in their business.

PROPOSED CODE REVISIONS FOR FEATHER SIGNS

The following change is proposed to Section 6-261(j) Feather Signs (changes are shown in red and highlighted in yellow):

(j) Feather Signs		
Purpose	To allow applicants an alternative method of advertising special events and/or sales	
Location	Feather signs may be placed in the front yard of any business within a landscaped and/or grassy area Feather signs shall be located on the same lot as the applicant's business and directly in front of the business In cases where a pad site, another parcel or structure interferes with the usual placement of feather signs	

	directly in front of the business, the chief building official will determine the appropriate placement and his decision regarding placement will be final Where a sidewalk exists, the placement of the feather signs shall be located on the opposite side of the sidewalk from the right-of-way and set back a minimum of 2 feet from the sidewalk Where no sidewalk exists, the placement of the feather signs shall be set back a minimum of 10 feet from the back-of-curb No feather signs shall be placed in the right-of-way or medians No feather sign shall encroach over or onto any public right-of-way or visibility triangle	
Maximum Height	15 feet	
Maximum Effective Sign Area	30 square feet of effective sign area	
Maximum Number of Signs per Business	(a) The maximum number of signs shall be calculated based on the width of the façade or face of the business that will be utilizing the feather signs, as follows: 0—50 feet wide - maximum 3 signs 51—100 feet wide - maximum 5 signs 101—200 feet wide - maximum 7 signs 201 feet and greater - maximum 10 signs (b) The maximum number of signs for businesses fronting in and along F.M. 423 or businesses located within 200 feet of the intersection with F.M. 423 shall be calculated based on the width of the façade or face of the business that will be utilizing the feather signs, as follows: 0—50 feet wide - maximum 5 signs 51—100 feet wide - maximum 7 signs 101—200 feet wide - maximum 9 signs 201 feet and greater - maximum 12 signs Feather signs shall be spaced a minimum of 10 feet from another	

	feather sign and be located a minimum of 10 feet from any drive providing ingress and egress A scaled site plan drawing showing the proposed location of the feathers signs shall be submitted to the development services director who will ascertain the appropriate placement of the feather signs
Maximum Number of Permits/Year	6 permits for feather signs are allowed per business per calendar year
Timeframe	(a) Valid for 30 days. No feather signs may be displayed concurrently with a banner sign. (b) For businesses fronting in and along F.M. 423 or businesses located within 200 feet of the intersection with F.M. 423, valid for 60 days. No feather signs may be displayed concurrently with a banner sign.
Permit/Application	Required
Fee	Yes
Removal	All feather signs must be removed on the day of the expiration of the permit

CITY OF THE COLONY, TEXAS
SIGN REGULATIONS
ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF THE COLONY, TEXAS, BY AMENDING CHAPTER 6, ARTICLE XI, ENTITLED "SIGNS," BY AMENDING SECTION 6-258(J), ENTITLED "FEATHER SIGNS," BY AMENDING THE NUMBER OF FEATHER SIGNS ALLOWED IN AND ALONG F.M. 423 AND WITHIN 200 FEET OF F.M. 423; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000) FOR EACH AND EVERY OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 216 of the Texas Local Government Code authorizes the City of The Colony, Texas, to regulate signs within the City of The Colony, Texas; and

WHEREAS, the Sign Board of Appeals of the City of The Colony, Texas, recommended approval of said changes to Chapter 6, Article XI, entitled "Signs" as reflected in this Ordinance; and

WHEREAS, the City Council of the City of The Colony, Texas, is of the opinion and finds that said changes to Chapter 6, Article XI, entitled "Signs" as reflected in this Ordinance should be granted, and that the Code of Ordinances should be amended.

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

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

SECTION 2. That Chapter 6, Article XI, entitled "Signs" is hereby amended by amending Section 6-258(j), entitled "Feather Signs," which shall read as follows:

(j) Feather Signs		
Purpose	To allow applicants an alternative method of advertising special events and/or sales	
Location	Feather signs may be placed in the front yard of any business within a landscaped and/or grassy area Feather signs shall be located on the same lot as the applicant's business and directly in front of the business In cases where a pad site, another parcel or structure interferes with the usual placement of feather signs directly in front of the	

	business, the chief building official will determine the appropriate placement and his decision regarding placement will be final Where a sidewalk exists, the placement of the feather signs shall be located on the opposite side of the sidewalk from the right-of-way and set back a minimum of 2 feet from the sidewalk Where no sidewalk exists, the placement of the feather signs shall be set back a minimum of 10 feet from the back-of-curb No feather signs shall be placed in the right-of-way or medians No feather sign shall encroach over or onto any public right-of-way or visibility triangle	
Maximum Height	15 feet	
Maximum Effective Sign Area	30 square feet of effective sign area	
Maximum Number of Signs per Business	(a) The maximum number of signs shall be calculated based on the width of the façade or face of the business that will be utilizing the feather signs, as follows: 0—50 feet wide - maximum 3 signs 51—100 feet wide - maximum 5 signs 101—200 feet wide - maximum 7 signs 201 feet and greater - maximum 10 signs (b) The maximum number of signs for businesses fronting in and along F.M. 423 or businesses located within 200 feet of the intersection with F.M. 423 shall be calculated based on the width of the façade or face of the business that will be utilizing the feather signs, as follows: 0—50 feet wide - maximum 5 signs 51—100 feet wide - maximum 7 signs 101—200 feet wide - maximum 9 signs 201 feet and greater - maximum 12 signs Feather signs shall be spaced a minimum of 10 feet from another feather sign and be located a minimum of 10 feet from any drive providing ingress and egress A scaled site plan drawing showing the proposed location of the feathers	

	signs shall be submitted to the development services director who will ascertain the appropriate placement of the feather signs
Maximum Number of Permits/Year	6 permits for feather signs are allowed per business per calendar year
Timeframe	(a) Valid for 30 days. No feather signs may be displayed concurrently with a banner sign. (b) For businesses fronting in and along F.M. 423 or businesses located within 200 feet of the intersection with F.M. 423, valid for 60 days. No feather signs may be displayed concurrently with a banner sign.
Permit/Application	Required
Fee	Yes
Removal	All feather signs must be removed on the day of the expiration of the permit

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

SECTION 4. That all provisions of the ordinances of the City of The Colony, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That any person, firm or corporation violating a provision of this Ordinance, upon conviction, is guilty of a misdemeanor and shall be subject to a fine in the sum not to exceed Two Thousand Dollars ($2,000.00) for each offense and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. That this Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS _____ day of _____ , 2015.

_____

Joe McCourry, Mayor

ATTEST:

_____

Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____

Jeff Moore, City Attorney

MINUTES
CITY OF THE COLONY
SIGN BOARD OF APPEALS
Wednesday, October 21, 2015

After determining that a quorum was present, the Sign Board of Appeals of the City of The Colony, Texas convened into Regular Session which was held on Wednesday, October 21, 2015 at 6:32 p.m. in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Charles Tredo, Joel Ortega, Gerald Odum, Constance Yahwak, and Casey Truskunas.

Board Members Absent: None

Present from Staff: Surupa Sen, AICP, Senior Planner, Gordon Scruggs, P.E. Director of Development Services, Jeff Moore, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Tredo called the meeting to order at 6:32 p.m.

2.0	**ITEM FOR CONSIDERATION**
2.1	Consider approval of the minutes of the regular session of the September 16, 2015 Sign Board of Appeals meeting.

Board Member Yahwak moved to approve the minutes as written, seconded by Board Member Ortega. The motion carried (5-0).

3.0	**PUBLIC HEARING ITEM**
3.1	***SI15-0015, Sign Ordinance Revision*** Conduct a public hearing, discuss, and consider making a recommendation to City Council regarding an amendment to Section 6-261 (j), Feather Signs, of Article XI, Signs, of Chapter 6 of the Code of Ordinances.

Chairman Tredo read Public Hearing Item 3.1 into record.

Ms. Sen presented the staff report.

Board Member Yahwak asked whether there is an end date on this amendment based on when the construction will finish.

Mr. Moore stated that due to the nature of construction there is no definite end date for the Ordinance amendment. Staff will remember to bring the Ordinance back to the Board when construction on F.M 423 is complete and amend the Ordinance back to its original state.

Chairman Tredo opened and closed the public hearing at 6:39 p.m. with no one wishing to speak on this item.

Board Member Ortega moved to approve item 3.1, seconded by Board Member Truskunas. The motion carried (5-0).

Being no further discussion, Chairman Tredo adjourned the meeting at 6:40 p.m.

_____

Charles Tredo, Chairman

_____

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider a resolution authorizing the city manager to execute a maintenance agreement between the City of The Colony, Texas and the Creekside at Austin Waters Homeowners Association (the "HOA") for Austin Waters East Subdivision, Phases I and II (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Maintenance Agreement
Resolution

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SI15-0013, Maintenance Agreement for the Austin Waters, Phase I and Phase II***
Consider approval of a Maintenance Agreement between the City of The Colony, Texas and the Creekside at Austin Waters Homeowners Association (the "HOA") for Austin Waters East Subdivision, Phases I and II.

OWNER/ENGINEER

Owner:	Jen Texas XII, LLC	Houston, Texas
Developer:	Meritage Homes	Irving, Texas
Engineer/Surveyor:	Kimley-Horn and Associates, Inc.	Frisco, Texas

BACKGROUND/PURPOSE:

On April 21, 2014, the City Council approved a resolution (2014-023) approving a Development Agreement with Meritage Homes of Texas for developing 202 homes on 90.58 acres. On August 12, 2014, the Planning and Zoning Commission approved the Final Plat of Austin Waters East, Phase 1. Phase 1 contains 125 single family lots, 6 common area lots and an Amenity Center. Phase 2 contains 79 single family lots and 3 common areas on 36.840 acres. On April 7, 2014, the City Council passed a resolution with the Austin Waters HOA on a Maintenance Agreement to be responsible for certain stormwater, drainage improvements and decorative paving bricks within the Development.

The purpose of this application is to amend the previously approved Maintenance Agreement for Austin Waters East, Phase 1 to make it applicable to Phase 1, and the recently approved Phase 2.

Austin Waters HOA Responsibilities for Phase 1 and Phase 2

- The HOA's maintenance responsibilities under this Agreement require maintenance to the same standard the City maintains City-owned drainage facilities located outside of the Development.
- The HOA shall maintain, inspect, or repair the structures including retaining walls, stream channels and banks, natural flumes, slopes, gabions, grouted riprap, trails, and sidewalks on lots located within the Common Areas. Streams shall include all areas where stormwater flows and is not contained within a storm drain pipe or box culvert.
- The HOA shall be responsible for the monitoring and removal of sediment accumulation or soil erosion and maintenance within the channels and streams, including inspecting, monitoring, and maintaining weirs, natural flumes, slopes, gabions, streams, and drainage channels that exhibit erosion, sloughing, and/or failure exceeding the designed slope or grade.
- The HOA shall inspect and maintain stain on any surfaces that are stained on the bridge within areas of the City's rights-of-way as shown on the approved bridge plans for the Development. This responsibility is limited to maintaining the quality and color only throughout the life of the bridge.

- The HOA shall maintain all decorative brick pavers that are installed within areas of the City's rights-of-way as shown on the approved paving plans for the Development until 18 months after the preconstruction meeting for Phase 2. After that time, the City will maintain the decorative brick pavers.
- The HOA shall monitor annually, beginning one (1) calendar year from date of final acceptance of Phase 1, all of the labeled floodplain areas with reduced Manning's coefficients as depicted in Exhibit B of the Maintenance Agreement and established by survey with monuments at the site.
- Within 90 days of the City's notification of a maintenance problem, the HOA shall retain a licensed professional engineer with experience in hydrology to perform a visual inspection and provide a written report regarding the condition of the structure(s), slope, or ground surface and any recommended maintenance or repairs.

City Responsibilities

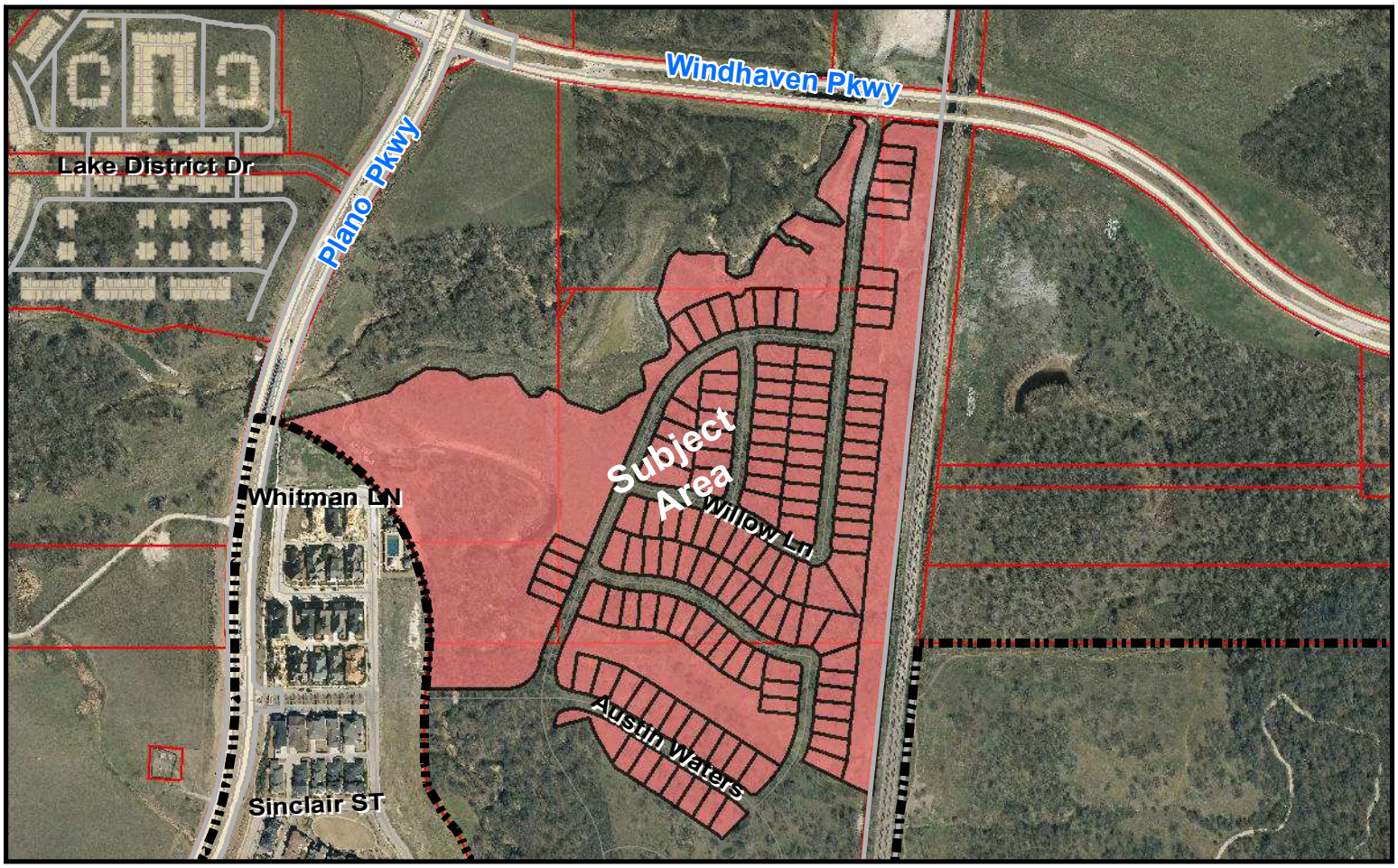
- The City shall regularly inspect, monitor, and maintain all of the storm drain pipes, box culverts, headwalls, outfall structures, and intake structures, to the same standard the City maintains City-owned drainage facilities located outside of the Development. Notwithstanding anything to the contrary, the City shall not be responsible for general sediment removal or grading, which are the responsibilities of the HOA under Section 1 of this Agreement.

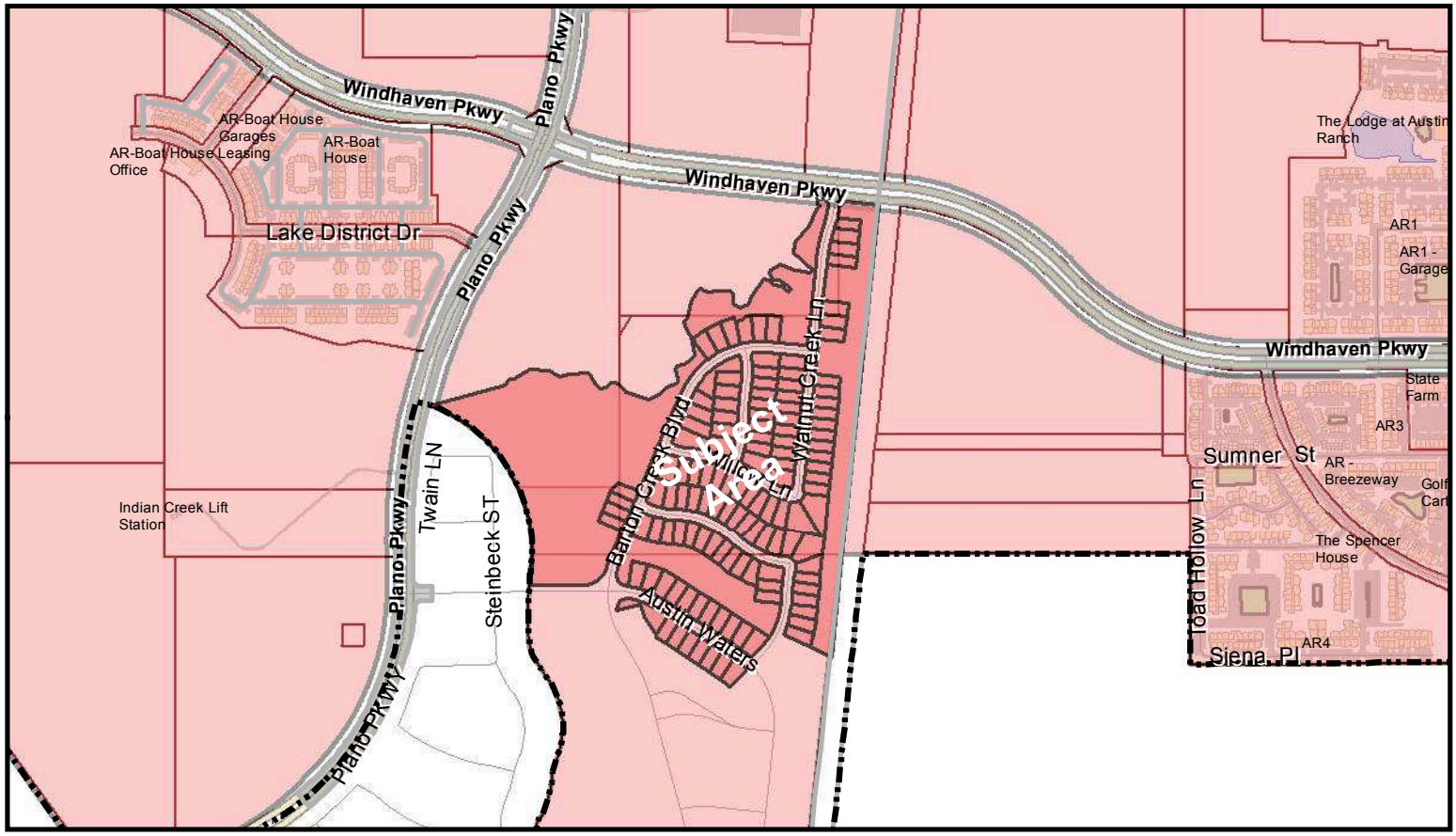
RECOMMENDATION:

Consider approval of a Maintenance Agreement for Phase 1 and Phase 2 between the City of The Colony, Texas and the Creekside at Austin Waters Homeowners Association (the "HOA").

ATTACHMENTS

1. Location Map
2. Proposed Maintenance Agreement for Austin Waters East, Phase 1 and Phase 2





Project No. SI15-0007 - Project Name: Austin Waters East, PH1

City Limits
Roads
Austin Waters East Phase 1
Shopping Center
General Retail
Light Commercial
Heavy Commercial
Single Family Dwelling
Duplex Dwelling
Mobile Home
Neighborhood Service
Office District 1
Business Park
Industrial
Agricultural
Building Footprints
PD
PD
PD

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.

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STATE OF TEXAS	§	
	§	**MAINTENANCE AGREEMENT**
COUNTY OF DENTON	§	

This Maintenance Agreement (the "Agreement") is entered into by and between the City of The Colony, Texas (the "City") and the Creekside at Austin Waters Homeowners Association (the "HOA") by and through their duly authorized representatives to be effective on _____ ____, 2015 (the "Effective Date"). The City and the HOA are each a "Party" and collectively the "Parties."

W I T N E S S E T H:

WHEREAS, Creekside at Austin Waters is a master planned residential development initially consisting of Austin Waters East Phases 1 and 2 located within Planned Development District (PD) No. 22 on the Effective Date. Any reference in this Agreement to the "Development" means the portion of the property located within PD No. 22 and that is subject to the HOA and the Declaration (as defined below); and

WHEREAS, the Parties intend for the HOA to be responsible for certain stormwater, drainage improvements and decorative paving bricks within the Development, as described in Section 1 below (collectively, the "HOA Improvements"), and for the City to be responsible for certain stormwater and drainage improvements within the Development, as described in Section 2 below (collectively, the "City Improvements"); and

WHEREAS, notwithstanding anything to the contrary in this Agreement, the scope of the HOA's responsibilities and the City's responsibilities under this Agreement is limited to the property located within the Development's common areas and street right-of-ways, as further described on **Exhibits A and B** (the "Common Areas and Street Right-of-ways"), and the HOA and the City shall have no obligations under this Agreement as to property located outside of the Common Areas and Street Right-of-ways; and

WHEREAS, the Parties acknowledge that the City shall have the sole maintenance responsibility in the Common Areas for utilities not specifically described by this Agreement, including, but not limited to, the water distribution system, sanitary sewer collection system, sanitary sewer lift station, and associated appurtenances, and the HOA shall not be responsible for maintaining such improvements.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **HOA Responsibilities.**

A. The HOA's maintenance responsibilities under this Agreement require maintenance to the same standard the City maintains City-owned drainage facilities located outside of the Development.

B. The HOA shall maintain, inspect, or repair the structures including retaining walls, stream channels and banks, natural flumes, slopes, gabions, grouted riprap, trails, and sidewalks on lots located within the Common Areas. Streams shall include all areas where stormwater flows and is not contained within a storm drain pipe or box culvert.

C. The HOA shall be responsible for the monitoring and removal of sediment accumulation or soil erosion and maintenance within the channels and streams, including inspecting, monitoring, and maintaining weirs, natural flumes, slopes, gabions, streams, and drainage channels that exhibit erosion, sloughing, and/or failure exceeding the designed slope or grade.

D. The HOA shall inspect and maintain stain on any surfaces that are stained on the bridge within areas of the City's rights-of-way as shown on the approved bridge plans for the Development. This responsibility is limited to maintaining the quality and color only throughout the life of the bridge.

E. The HOA shall maintain all decorative brick pavers that are installed within areas of the City's rights-of-way as shown on the approved paving plans for the Development until 18 months after the preconstruction meeting for Phase 2. After that time, the City will maintain the decorative brick pavers. A decorative brick paver is defined as a vitrified clay brick slightly larger than building brick and used in the construction of pavement surfaces.

F. The HOA shall maintain the parking spaces to be constructed on Barton Creek Boulevard that will serve the future Austin Waters Amenity Center, in accordance with the approved Site Plan for the amenity center.

G. The HOA shall monitor annually, beginning one (1) calendar year from date of final acceptance of Phase 1 and 2, all of the labeled floodplain areas with reduced Manning's coefficients as depicted in **Exhibit C** and established by survey with monuments at the site. A registered professional engineer with experience in hydrology shall confirm that said areas have a Manning's coefficient of less than or equal to 0.050 using the figures in Open-Channel Hydraulics by V.T. Chow. The results of each review shall be submitted to the City by the end of the calendar year in which the review was required to be conducted. If the HOA does not timely submit such report, the City may issue a written notice to the HOA demanding a copy of the report. If the HOA has not provided the report to the City within 30 days after the receipt of such notice, the City may complete the required review, and the HOA shall be responsible for payment of the cost incurred by the City to complete the review. Upon accepting the results indicated in the report, the City shall issue a written notice to the HOA accepting the report. Within 120 days after receipt of such notice of acceptance, the HOA shall cause the removal and disposal of the vegetation that materially impedes the hydraulic design of the channels, as described in the report. Upon completion, a certification will be issued by the HOA to the City stating that the work has been completed to the standards required by this Agreement. If the HOA does not remove the vegetation by such deadline, the City may issue a written notice to the HOA demanding removal of the vegetation. If the HOA has not removed the vegetation within 120 days after receipt of such notice, the City may remove the vegetation and the HOA shall be responsible for payment of the costs incurred by the City to remove and dispose of the vegetation.

H. Within 90 days of the City's notification of a maintenance problem, the HOA shall retain a licensed professional engineer with experience in hydrology to perform a visual inspection and provide a written report regarding the condition of the structure(s), slope, or ground surface and any recommended maintenance or repairs. A problem includes a failing structure, change in the elevation of the ground surface of one foot or greater, or the horizontal or vertical movement of a ground slope by one foot or greater. If the HOA does not timely submit the required inspection report, the City may issue a written notice demanding a copy of the report. If the HOA does not provide the report within 60 days after receipt of such notice, the City may have the inspection conducted by a registered professional engineer, and the HOA shall be responsible for payment of the costs incurred by the City to conduct the inspection. Upon accepting the results indicated in the report, the City shall issue a written notice to the HOA accepting the report. Following receipt of notice from the City accepting the report, the HOA shall make all necessary repairs recommended by the engineer under this paragraph on the schedule proposed by the engineer. Plans for all repairs shall be prepared by a registered professional engineer and approved by the City prior to construction, with such approval not to be unreasonably withheld, conditioned, or delayed. If required, inspection fees must be paid prior to plan approval and the project must meet all applicable City ordinances. The HOA must obtain all permits required under applicable federal, state, and local law. If the HOA does not timely complete the repairs, the City may issue a written notice demanding completion of the repairs. If the HOA does not complete the repairs within 90 days after receipt of such notice, the City may perform the repairs, and the HOA shall be responsible for payment of the costs incurred by the City to make the repairs.

I. If the City notifies the HOA of a maintenance problem and the HOA does not agree it is a problem, the HOA must notify the City of such within 60 days. Then within 60 days of the HOA's notification the City must engage a licensed professional engineer with experience in hydrology to perform a visual inspection and provide a written report regarding the condition of the structure(s), slope, or ground surface and any recommended maintenance or repairs. If it is determined that no repairs or improvements are needed at that time, then the City is responsible for the costs of the licensed engineer's report. If repairs or improvements are necessary, then the HOA must reimburse the City for the cost of the licensed engineer's report within 60 days and conduct maintenance or repairs on the schedule and as specified in Section 1.E.

2. **City Responsibilities.** The City shall regularly inspect, monitor, and maintain all of the storm drain pipes, box culverts, headwalls, outfall structures, and intake structures, to the same standard the City maintains City-owned drainage facilities located outside of the Development. Notwithstanding anything to the contrary, the City shall not be responsible for general sediment removal or grading, which are the responsibilities of the HOA under Section 1 of this Agreement.

3. **Independent Contractor.** The HOA is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of the City for any purpose.

4. **Entire Agreement.** This Agreement is the entire agreement among the Parties with respect to the subject matter covered in this Agreement. This Agreement supersedes and

replaces all notes on approved final plats of the Development approved prior to the Effective Date to the extent such notes relate in any way to maintenance of drainage improvements. Notes placed on final plats of the Development after the Effective Date may supplement, but shall not be construed as revising, any of the terms of this Agreement, and such a note shall only apply to the area within the plat that includes the note. This Agreement shall not be amended or terminated except in writing signed by both Parties.

5. **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the law of the State of Texas; and venue for any action concerning this Agreement shall be in Denton County, Texas.

6. **Recitals.** The recitals to this Agreement are incorporated herein.

7. **Severability.** In the event any article, section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement, shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid article, section, subsection, paragraph, sentence, phrase or word; and such invalid, illegal, unconstitutional or unenforceable article, section, subsection, paragraph, sentence, phrase, or word shall be substituted by an article, section, subsection, paragraph, sentence, phrase or word as near in substance thereto as may be valid, legal, constitutional and enforceable.

8. **Indemnity.** **THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY THE HOA FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE COMPANY, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE HOA UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY THE HOA TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE HOA AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.**

9. **Enforcement.** In the event the HOA fails to maintain the HOA Improvements as provided herein, the City is hereby appointed to cause such maintenance to be performed and the

cost of which shall be assessed in accordance with the deed covenants as provided in the HOA's Declaration of Covenants, Conditions, and Restrictions, as amended (the "Declaration").

(SIGNATURE PAGE TO FOLLOW)

EXECUTED this __ day of _____, 2015.

CITY OF THE COLONY, TEXAS

By:_____
Name:_____
Title:_____

ATTEST BY:

By:_____
Name:_____
Title:_____

EXECUTED this __ day of _____, 2015.

CREEKSIDE AT AUSTIN WATERS HOMEOWNERS ASSOCIATION

By:_____
Name:_____
Title:_____

EXHIBIT A
DESCRIPTION OF COMMON AREAS WITHIN PHASE 1 OF THE DEVELOPMENT

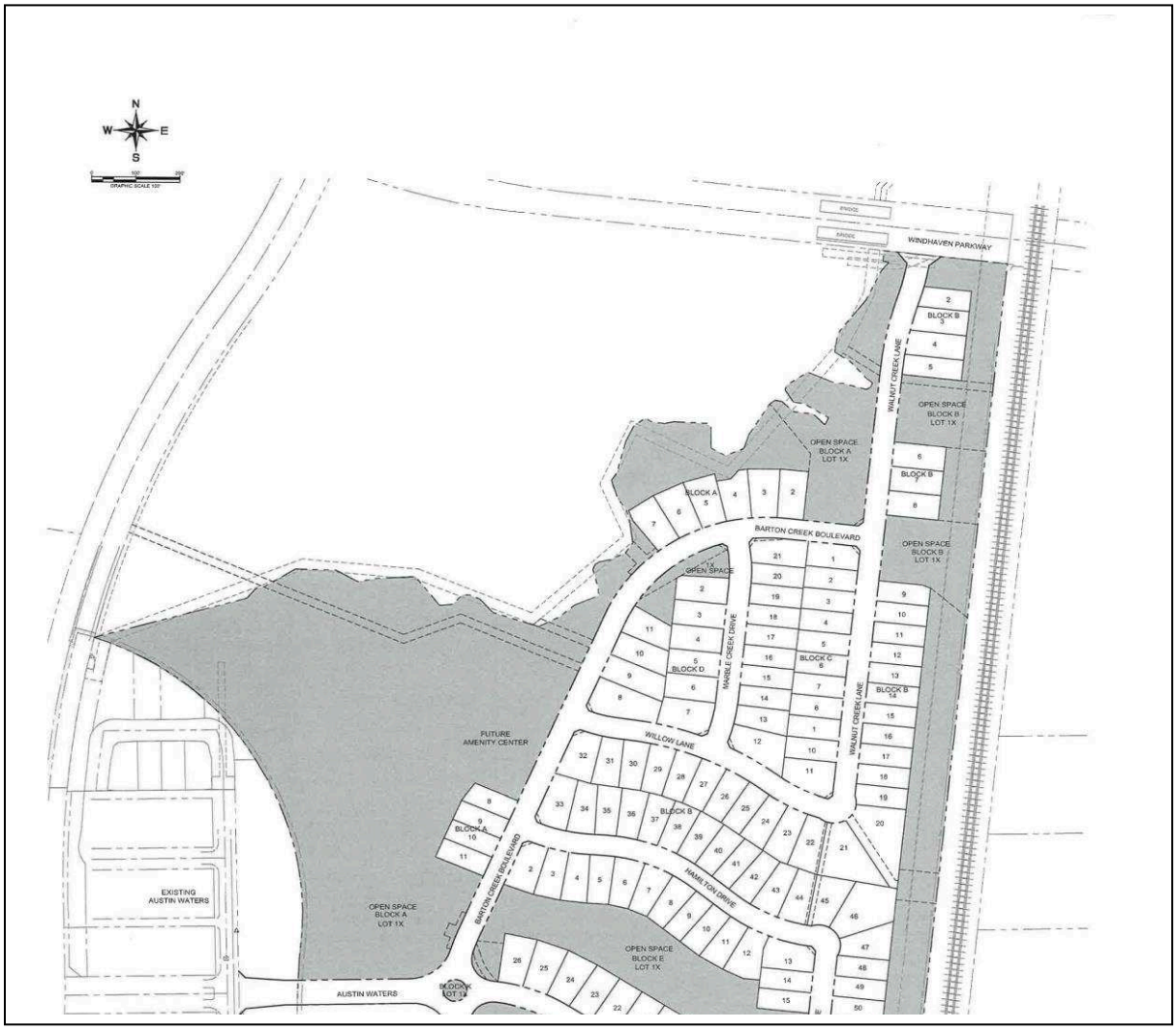


EXHIBIT B
DESCRIPTION OF COMMON AREAS WITHIN PHASE 2 OF THE DEVELOPMENT

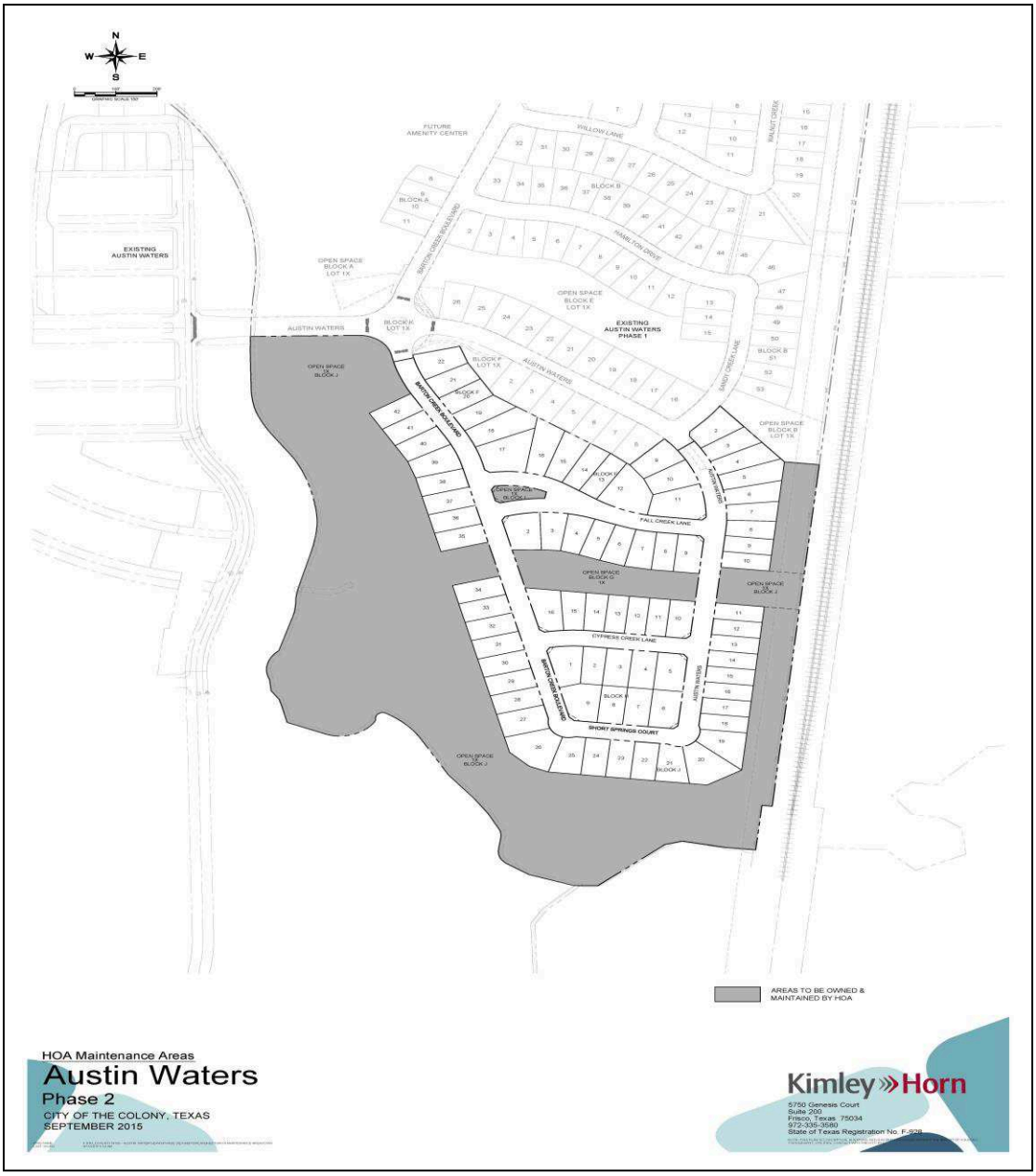


EXHIBIT C
AREAS TO MAINTAIN MANNING'S N = 0.050

Phase 1

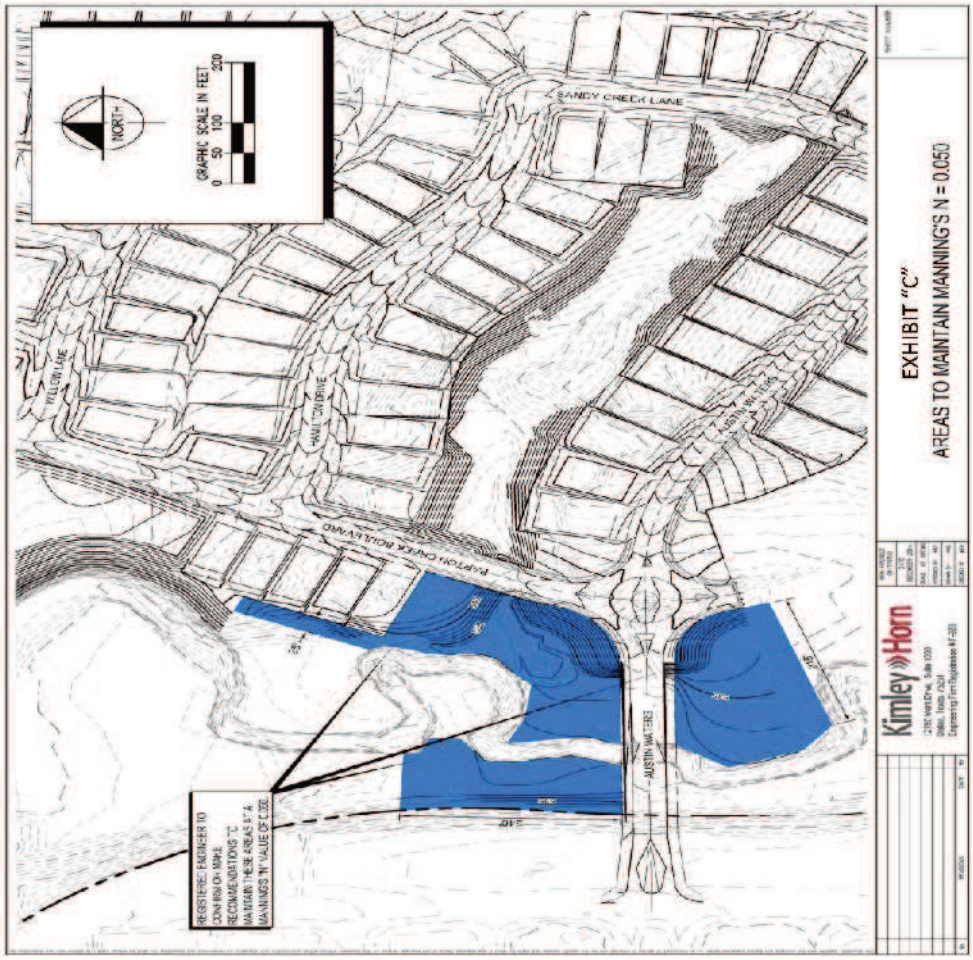
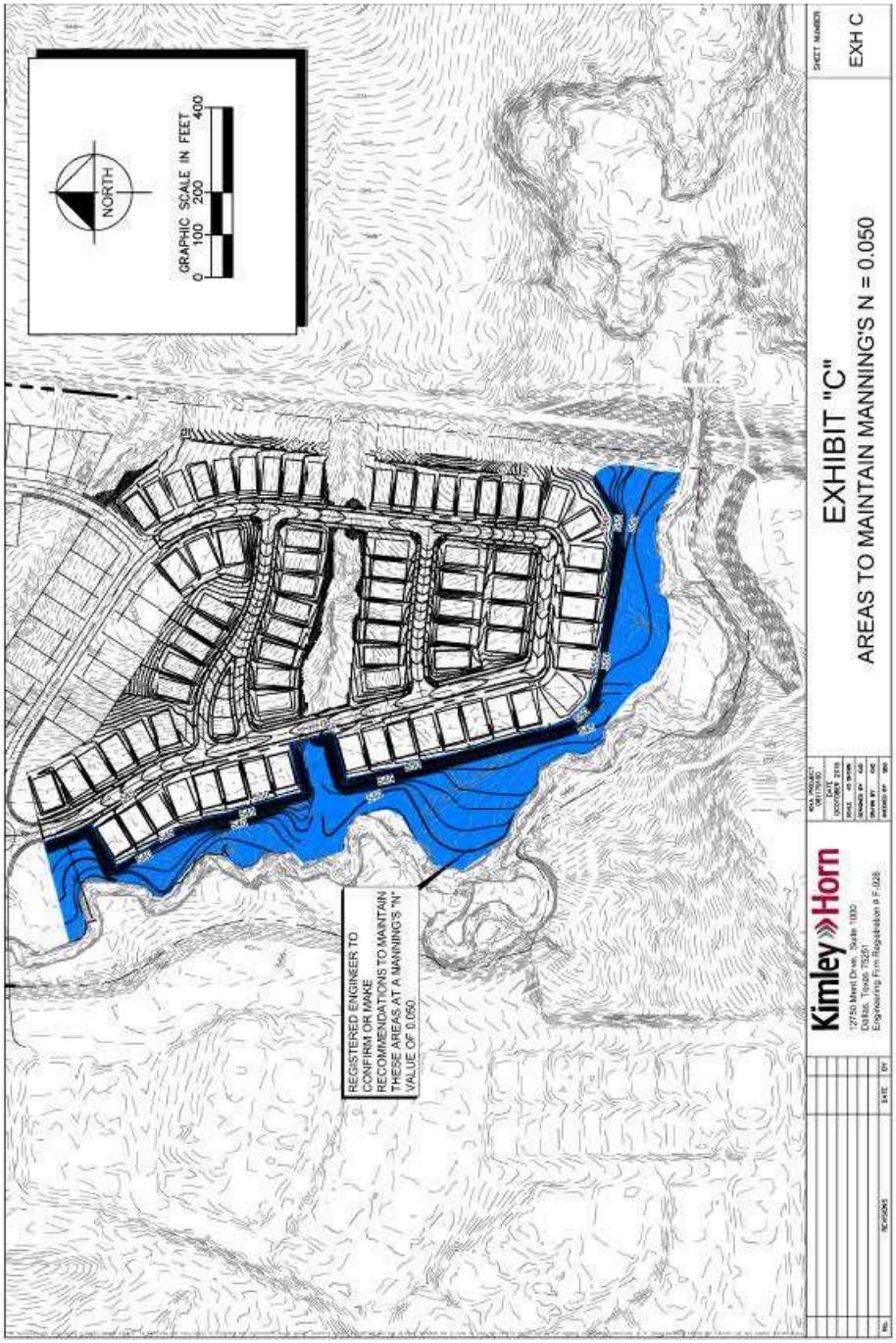


EXHIBIT C
AREAS TO MAINTAIN MANNING'S N = 0.050

Phase 2



CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF THE COLONY AND CREEKSIDE AT AUSTIN WATERS HOMEOWNERS ASSOCIATION (HOA); PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, has duly reviewed and considered the Maintenance Agreement by and between the City of The Colony and Creekside at Austin Waters Homeowners Association (HOA) for the purpose of establishing responsibilities regarding certain stormwater, drainage improvements and decorative paving bricks.

Section 2. That this Maintenance Agreement, attached hereto as Exhibit "A", is found to be acceptable and in the best interest of the City and its citizens, and the City Manager is hereby authorized to execute the Agreement on behalf of the City of The Colony, Texas, with the terms and conditions as stated therein.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a request for a Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Site Plan
Landscape Plan
Elevations
Proposed Ordinance
October 27, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0025 Advance Auto Parts Site Plan***
Discuss and consider a request for Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district.

OWNER/ENGINEER

Owner/Developer:	Hartzog Holdings LLC	Elgin, South Carolina
Engineer/Surveyor:	Carrillo Engineering	Fort Worth, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 27, 2015 – The Planning and Zoning Commission voted (7-0) to recommend approval of the Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Site Plan meets the requirements of the Appendix A, Zoning Ordinance, the Gateway Overlay District and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Proposed Landscape Plan
5. Building Elevation
6. Proposed Ordinance
7. Minutes of October 27, 2015 Planning and Zoning Commission meeting.

ATTACHMENT 1

Staff Analysis

Summary of Request

The applicant is proposing to build a 6,889 square foot auto parts store, Advance Auto Parts, on approximately 1.35 acres, located on Main Street north of existing Angelina's Mexican Restaurant.

Existing Condition of Property

The subject property is undeveloped.

Platting Status

The Replat for the property was approved by Planning and Zoning Commission on October 13, 2015.

Adjacent Zoning/Land Use

North - Shopping Center (SC) – Dry Cleaners
South - General Retail (GR) – Angelina's Mexican Restaurant
East- Main Street
West- General Retail (GR) – Vacant

Land Use Analysis

Auto Parts and Accessory Sales (inside only) is an allowed use within GR zoning district.

Gateway Overlay District Amenities

Section 10A-1000, Public Amenities and Standards requires for commercial developments greater than one (1) acre but less than five (5) acres in size incorporate one (1) public amenity. The one amenity can be chosen from the following list, as found in Section 10A-100 (a)(3) of the Gateway Overlay District:

(A) Patio or Plaza with seating area;
(B) Landscaped mini-parks, squares or greens;
(C) Water feature; or
(D) Outdoor public art.

The applicant has chosen to provide a bench on Main Street facing the proposed sidewalk to meet this requirement.

Exterior Building Material

The building is comprised of 100% brick with 20% glazing in the front façade and 15.7% metal sign on front and south elevations to comply with Gateway Overlay District requirements.

Infrastructure Improvements

The City is not planning any specific public infrastructure improvements other than the infrastructure improvements made by the developer to serve the facility.

Circulation and Parking

The proposed facility will have direct access off of the Main Street through a driveway. Mutual access easements have been provided to the vacant property west of the subject property.

The Zoning Ordinance's parking ratio for automobile parts sales is 5.4 spaces per 1000 sf of GFA. The parking provided meets the specific requirements of Section 13, Vehicular Parking, Parking Lot, and On-Site Traffic Regulations of Zoning Ordinance.

Parking Standard	Parking Required	Parking Provided
Parking calculation for Advance Auto Parts: 5.4 spaces per 1000 sf of GFA	38 spaces (2 ADA)	40 spaces (2 ADA)

Landscaping and Irrigation

The applicant is proposing landscaping made up of a combination of Cedar Elm, Live Oak, Texas Ash and Dessert Willow, Texas Redbud to meet the requirements of the Gateway Overlay and Zoning Ordinance. More than twenty percent (20%) of the site has been proposed for landscaping. One canopy tree and 21 ornamental trees have been proposed for street frontage buffer. 10' landscaped perimeter buffer has also been proposed comprising of total 9 canopy trees, 16 ornamental trees and 178 screening shrubs. Parking lot interior has been proposed for landscaping @ of 90 sf for each 12 spaces within street yard and 60 sf for each 12 spaced for non-street yard parking.

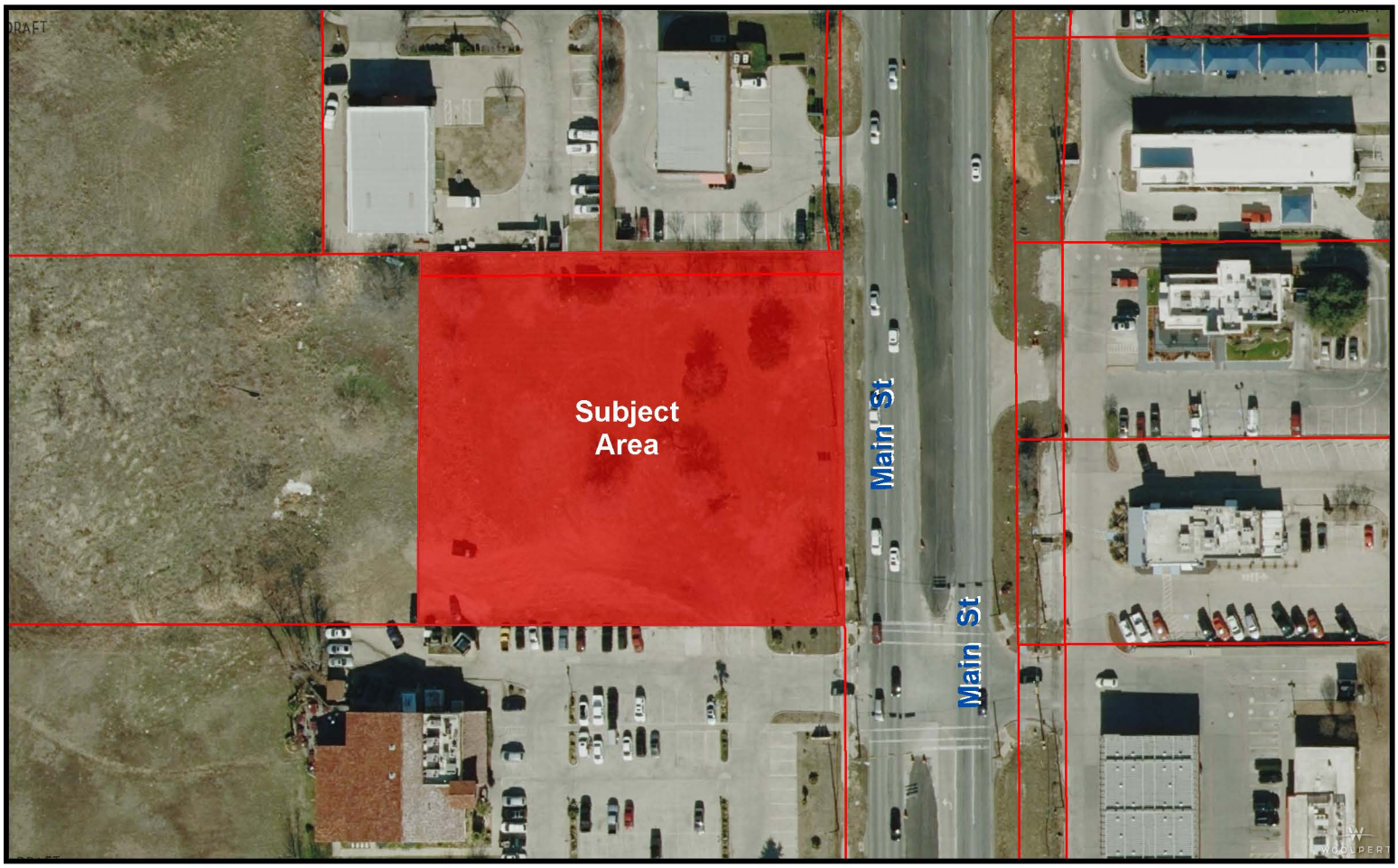
Gateway Landscaping Amenities Requirements

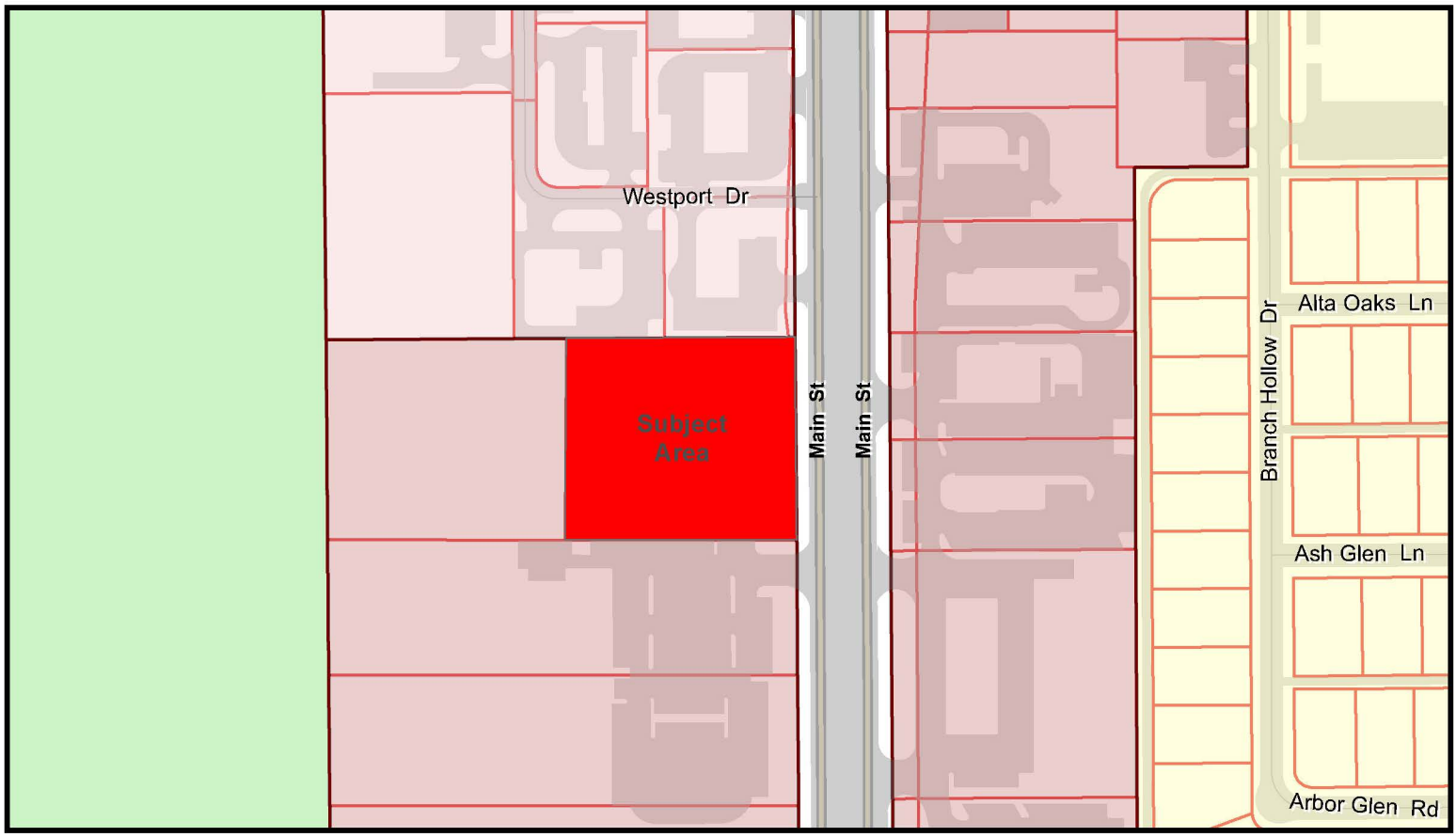
A development between one and three acres in the Gateway Overlay District must provide additional landscaping amenities to meet the requirement of fifteen (15) Landscape Points. The applicant has provided the following landscaping amenities to meet this requirement:

Landscape Amenity	Points Earned
Bench on Main Street	5 points
Enhanced landscaping surrounding monument sign	5 points
No curb of eastern drive to allow storm water runoff to flow into pond	5 points
Total Points	**15 points**

Development Review Committee Review

The Development Review Committee finds that the Site Plan meets all applicable requirements of the Zoning Ordinance and Gateway Overlay District, therefore recommends approval.





Project No. SP15-0025 - Project Name: Advance Auto Parts Site Plan

THE COLONY
City by the Lake

Advance Auto Parts	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
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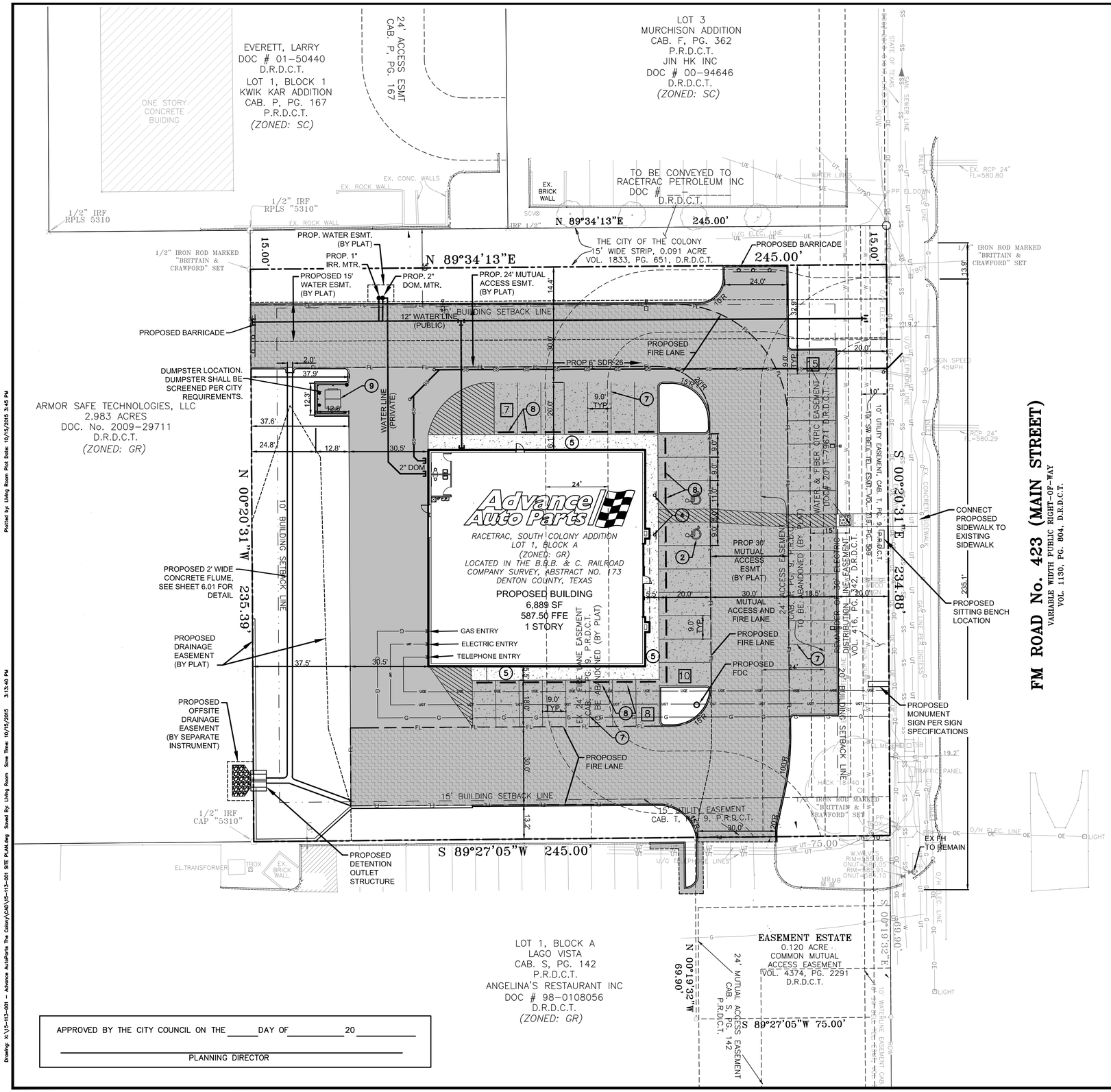
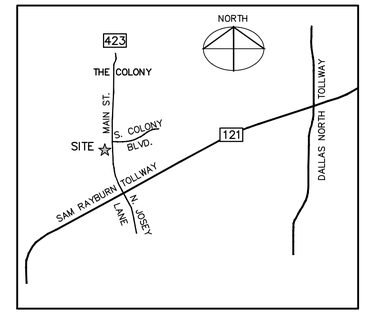
This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.

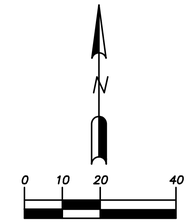


APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____ 20 _____

_____
PLANNING DIRECTOR



VICINITY MAP
NTS



SITE GENERAL NOTES

1. THE CONTRACTOR IS TO STAKE THE LOCATION OF THE MONUMENT SIGN AND NOTIFY ADVANCE AUTO PARTS CONSTRUCTION PROJECT MANAGER FOR THE EARLIEST POSSIBLE INSTALLATION DATE.
2. PARKING LOT GRADING SHALL NOT EXCEED 5% MAX. CROSS SLOPE.
3. PARKING SPACES ARE TO BE 10' X 20' UNLESS OTHERWISE NOTED.
4. ALL ABANDONED ENTRANCES/EXITS ARE TO BE REMOVED.
5. THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR SETUP AND COSTS OF ALL TEMPORARY UTILITY SERVICES (INCLUDING TEMPORARY POWER) UNTIL THE PROJECT IS TURNED OVER TO AND ACCEPTED BY ADVANCE AUTO PARTS.
6. THE CONTRACTOR IS TO PRESSURE WASH ALL PAVED AREAS AND SIDEWALKS THE MORNING PRIOR TO STORE OPENING.
7. THE CONTRACTOR SHALL FURNISH AND INSTALL A MAILBOX ON SITE. THE MAILBOX TYPE, LOCATION, AND INSTALLATION SHALL COMPLY WITH THE LOCAL U.S. POST OFFICE REQUIREMENTS. VERIFY REQUIREMENTS PRIOR TO PURCHASE AND ROUGH-IN.
8. BASE OF PARKING LOT LIGHT POLES SHALL REMAIN UNPAINTED AND RUBBED SMOOTH.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SIGNED AND SEALED CERTIFICATION THAT PARKING LOT MEETS REQUIREMENTS SET FORTH IN THE CONSTRUCTION DOCUMENTS.

LEGEND

- EXISTING CURB
- PROPOSED CURB
- PROPOSED FIRE LANE
- 9 — PARKING SPACES IN A ROW
- PROPOSED 6" REINFORCED CONCRETE PAVEMENT
- PROPOSED 5" REINFORCED CONCRETE PAVEMENT
- PROPOSED SIDEWALK PAVEMENT
- PROPOSED FIRE LANE – PROP 6" CONC PVMT
- PROPOSED LIGHT STANDARD. REFER TO MEP FOR DETAILS

CONSTRUCTION SCHEDULE

1	HANDICAP RAMPS PER DETAILS SHEET C6.02
2	HANDICAP SYMBOL PER DETAILS SHEET C6.02
3	NOT USED
4	HANDICAP SIGN DETAILS PER DETAILS C6.02
5	SIDEWALK PER DETAILS SHEET C6.01
6	NOT USED
7	4" WHITE TRAFFIC STRIPING
8	WHEEL STOP PER DETAILS SHEET C6.01
9	DUMPSTER WITH ENCLOSURE PER DETAILS SHEET C6.02 (MATERIALS TO MATCH BUILDING. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS)

KEY NOTES

1. ALL SIDEWALKS SHALL MAINTAIN A 2% MAXIMUM CROSS SLOPE AND 5% MAXIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL. ALL ADA SIDEWALKS SHOULD INCLUDE ALL LANDINGS, MARKINGS, ETC AS REQUIRED BY CODE.
2. THE PROPOSED LAND USE IS FOR A AUTO PARTS STORE.
3. APPLICATION WILL CONFORM TO THE CITY'S OUTDOOR LIGHTING REQUIREMENTS.
4. ANY PROPOSED GROUND BASE EQUIPMENT SHALL BE SCREENED.
5. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
6. BUILDING STRUCTURE TYPE IS IIB
7. BUILDING SHALL HAVE A SPRINKLER SYSTEM INSTALLED.

SITE DEVELOPMENT DATA

EXISTING ZONING:	GR – GENERAL RETAIL
LAND USE:	AUTO PARTS STORE
SITE ACREAGE:	1.350 ACRES (58,807 SQ FT)
TOTAL BUILDING AREA:	6,889 SQUARE FEET
FLOOR AREA RATIO:	6,889 / 58,807 : 12%
OPEN SPACE:	20,842 / 58,807 : 35%
TOTAL IMPERVIOUS AREA:	37,359 / 58,807 : 64%
PARKING REQUIRED:	38 SPACES
(5.4 SPACES PER 1,000 SF = 6,889/1,000=6.889 * 5.4=37.20)	
PARKING PROVIDED (TOTAL)	40 SPACES
PARKING PROVIDED (ACCESSIBLE):	2 SPACES
BUILDING HEIGHT:	1 STORY (25' 6" HEIGHT)

OWNED BY:

HARTZOG HOLDINGS, LLC
1530 WILLIAMS STREET
COLUMBIA, SOUTH CAROLINA 29201
PHONE NO.: X
CONTACT: HAL SWANSON
EMAIL:

PREPARED BY:

CARRILLO ENGINEERING, LLC
TEXAS BOARD OF PROFESSIONAL ENGINEERS
REGISTRATION NO. F-15893
201 MAIN STREET, SUITE 1230
FORT WORTH, TEXAS 76102
PHONE NO.: 817-896-0976
CONTACT: ANNA C. BLACKWELL, P.E.
EMAIL: ANNA.BLACKWELL@CARRILLOENG.COM

Carrillo Engineering, LLC
201 Main Street, Ste 1230 - Fort Worth, Texas 76102
Phone 817-896-0976 - Firm Registration #F-15893

STATE OF TEXAS
ANNA C. BLACKWELL
97350
LICENSED
10-14-2015

PROPOSED ADVANCE AUTO PARTS STORE
SOUTH COLONY RACETRAC ADDITION
BLOCK A, LOT 1
CITY OF THE COLONY, TX 75056

SITE PLAN

Issue Dates:
OCTOBER, 2015

Date
Revisions

Scale: AS SHOWN
Drawn By: AO
Checked By: ALC

Sheet
C1.00

SP15-0025

Drawing: X:\15-113-001 - Advance AutoParts The Colony\CAD\15-113-001 SITE PLAN.dwg Saved By: Living Room Save Time: 10/15/2015 3:13:40 PM Plotted by: Living Room Plot Date: 10/15/2015 3:45 PM

LEGEND

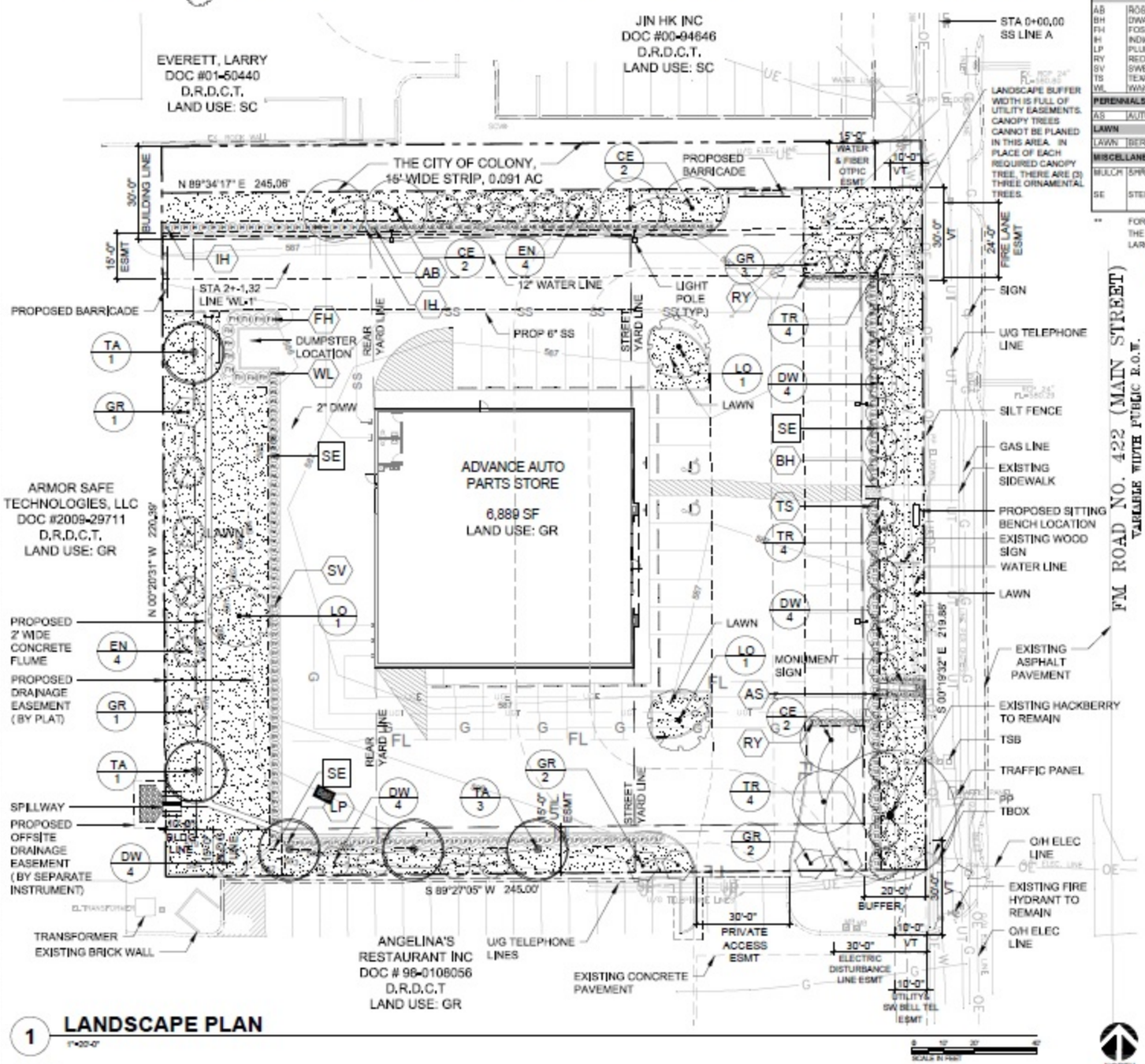
CANOPY TREE
- CEDAR ELM (CE)
- LIVE OAK (LO)
- TEXAS ASH (TA)

ORNAMENTAL TREE
- DESERT WILLOW (DW)
- EVE'S NECKLACE (EN)
- GOLDEN RAIN TREE (GR)
- TEXAS REDBUD (TR)

SHRUBS
- (AB) ROSE CREEK' ABELIA (AB)
- (BH) DWARF BURFORD HOLLY (BH)
- (FH) FOSTER'S HOLLY (FH)
- (IH) INDIAN HAWTHORN (IH)
- (LP) PLUM DELIGHT' LOROPETALUM (LP)
- (RY) RED YUCCA (RY)
- (SV) SWEET VIBURNUM (SV)
- (TS) TEXAS SAGE 'GREEN CLOUD' (TS)
- (WL) WAX LEAF LIGUSTRUM (WL)

PERENNIALS
- (AS) AUTUMN SAGE (AS)

- LAWN
- PROPERTY LINE
- STREET YARD LINE
- BUFFER LINE
- (SE) STEEL EDGING



1 LANDSCAPE PLAN

1"=20'-0"

NOTES:
FOR LANDSCAPE DETAILS LANDSCAPE NOTES, SEE SHEET L-3.

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	QTY	%	SIZE	HEIGHT	SPREAD	ROOT BALL **	REMARKS
CANOPY TREES									
CE	CEDAR ELM	ULMUS CRASSIFOLIA	6	11%	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
LO	LIVE OAK	QUERCUS VIRGINIANA	3	5%	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
TA	TEXAS ASH	FRAXINUS TEXENSIS	5	9%	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
ORNAMENTAL TREES									
DW	DESERT WILLOW	CHILOPSIS LINEARIS	13	23%	4" CAL.	10'-12'	8'-10'	B & B	MULTI-TRUNK, 4 CANS MAXIMUM
EN	EVE'S NECKLACE	SOPHORA AFFINIS	9	16%	4" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
GR	GOLDEN RAIN TREE	KOELREUTERIA PANICULATA	9	16%	4" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
TR	TEXAS REDBUD	CERCIS CANADENSIS VAR. TEXENSIS	12	21%	4" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
SHRUBS									
AB	ROSE CREEK' ABELIA	ABELIA X GRANDIFLORA 'ROSE CREEK'	37		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
BH	DWARF BURFORD HOLLY	ILEX CORNUTA 'DWARF BURFORD'	23		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
FH	FOSTER'S HOLLY	ILEX x ATTENUATA 'FOSTER	11		N/A	24"	24"	5 GAL	FULL & MATCHED, 48" O.C. TRIA SPACED
IH	INDIAN HAWTHORN	RAPHIOLEPSIS INDICA	22		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
LP	PLUM DELIGHT' LOROPETALUM	LOROPETALUM CHINENSE 'PLUM DELIGHT'	41		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
RY	RED YUCCA	HESPERALOE PARVIFLORA	14		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
SV	SWEET VIBURNUM	VIBURNUM LENTAGO	21		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
TS	TEXAS SAGE 'GREEN CLOUD'	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	40		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
WL	WAX LEAF LIGUSTRUM	LIGUSTRUM JAPONICUM 'TEXANUM'	25		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
PERENNIALS									
AS	AUTUMN SAGE	SALVIA GREGGII	11		N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA SPACED
LAWN									
LAWN	BERMUDA GRASS	CYNODON SPP	12,797 SF						SOLID SOD
MISCELLANEOUS									
MULCH	SHREDDED HARDWOOD MULCH								2 INCH DEPTH
SE	STEEL EDGING								PLACE OVER FILTER FABRIC 3/16" THICK X 6" ONLY 1/2" EXPOSED ABOVE SOIL LINE

** FOR SHRUBS MINIMUM CONTAINER SIZE IS USED UNDER ROOT BALL, HOWEVER PLANTS PLANTED SHALL MEET THE MINIMUM HEIGHT AS CALLED OUT IN THE PLANT LIST, WHICH COULD RESULT IN REQUIRING A LARGER CONTAINER SIZE TO MEET THE HEIGHT REQUIREMENT. THIS MAY REQUIRED A CONTAINER SIZE LARGER THAN THE ONES USED UNDER ROOT BALL.

LANDSCAPE REQUIREMENTS TABULATION

LANDSCAPE AREA 20% OF ALL STREET YARDS	STREET YARD AREA SF	REQUIRED LANDSCAPE AREA SF	PROVIDED LANDSCAPE AREA SF
FRONT STREET YARD	20,663	4,133	6,834

TREES IN STREET YARD 10 TREES PLUS 1 TREE PER 2,500 SQ FT OR STREET YARD OVER 10,000 SQ FT	STREET YARD AREA SF	REQUIRED CANOPY TREE QUANTITY	REQUIRED SUBSTITUTE TREE QUANTITY	REQUIRED CANOPY TREE AFTER SUB. QUANTITY	PROPOSED CANOPY TREE QUANTITY	PROPOSED SUBSTITUTE TREE QUANTITY	PROPOSED TOTAL TREE QUANTITY
FRONT STREET YARD	20,663	15	9 X 3 = 27	6	6	27	33

TREES IN STREET FRONTAGE BUFFER 20 FEET LANDSCAPE BUFFER SHALL BE PROVIDED ADJACENT TO R.O.W. OF FM 423 MAIN STREET		STREET LINEAR FEET	NET LINEAR FEET	REQUIRED PLANTS QUANTITY	SUBSTITUTE REQ. TREE QUANTITY	PROPOSED PLANTS QUANTITY
CANOPY TREES	1 PER 40 LF	220	214	5	1	1
ORNAMENTAL TREES	2 PER 50 LF	220	214	9	4 X 3=9= 21	21
TOTAL TREES				14	22	22
EVERGREEN SHRUBS (MIN. 24" HEIGHT)(i)	3 PER 10 LF	220	214	64		65

TREES IN PERIMETER BUFFERS 10 FEET LANDSCAPE BUFFER SHALL BE PROVIDED			NET LINEAR FEET	REQUIRED PLANTS QUANTITY	PROPOSED PLANTS QUANTITY
NORTH SIDE	CANOPY TREES	2 PER 5 ORNAMENTAL TREES	182	2	4
	ORNAMENTAL TREES	1 PER 40 LF	182	5	5
	SCREENING SHRUBS	36" OFF CENTER	196	65	65
REAR SIDE	CANOPY TREES	2 PER 5 ORNAMENTAL TREES	195	2	2
	ORNAMENTAL TREES	1 PER 40 LF	195	5	6
	SCREENING SHRUBS	36" OFF CENTER	169	56	65
SOUTH SIDE	CANOPY TREES	2 PER 5 ORNAMENTAL TREES	214	2	3
	ORNAMENTAL TREES	1 PER 40 LF	214	5	5
	SCREENING SHRUBS	36" OFF CENTER	137	46	48
TOTAL	CANOPY TREES			6	9
	ORNAMENTAL TREES			15	16
	SCREENING SHRUBS			167	178

PARKING LOT TREES: ALL PARKING SPACES ARE LESS THAN 75 FEET FROM A TREE OR A PERMEABLE LANSCAPED ISLAND, PENNISULA OR MEDIAN

PARKING LOT ISLAND		PARKING SPACES QUANTITY	ISLAND QUANTITY REQUIRED	ISLAND AREA REQUIRED	ISLAND QUANTITY PROPOSED	ISLAND AREA PROPOSED
IN STREET YARD	60 SQ FT FOR EACH 12 SPACES	26	3	270	3	2,190
NON-STREET YARD	60 SQ FT FOR EACH 12 SPACES	14	2	120	2	545

INTERIOR LANSCAPING MIN. 10% OF THE GROSS VEHICULAR USE AREA SHALL BE DEVOTED TO LIVING LANDSCAPE	GROSS VEHICULAR USE AREA SF	REQUIRED INTERIOR LANDSCAPING AREA SF	PROPOSED INTERIOR LANDSCAPING AREA SF
STREET YARD	13,107	1311	6,834
NORTH SIDE	4,652	465	1,147
SOUTH SIDE	4,441	444	1,045
REAR SIDE	6,785	678	7,931
TOTAL	28,985	2,898	16,957

ACCESS DRIVE LANDSCAPING 1 ORNAMENTAL TREE IS REQUIRED ALONG MAJOR ACCESS LANES PER 40 LF	ACCESS LANE LF	REQUIRED ORNAMENTAL TREE QUANTITY	PROPOSED ORNAMENTAL TREE QUANTITY
SOUTH ENTRANCE	13	1	4

NOTES:
- (i) 3 ORNAMENTAL TREES MAY SUBSTITUTE FOR 1 LARGE CANOPY TREES
- (ii) LARGE CANOPY TREES SHALL BE PLANTED A MINIMUM OF 4 FEET FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND/OR OTHER STRUCTURES. ORNAMENTAL TREES MAY BE PLACED CLOSER THAN 4 FEET, WITH SPECIFIC APPROVAL BY THE CITY MANAGER OR HIS DESIGNEE.
- (iii) NO MORE THAN 25% OF THE NUMBER OF REQUIRED TREES SHALL BE OF THE SAME SPECIES FOR ANY TREE CATEGORY.
- (iv) SHRUBS USED FOR PARKING LOT SCREENING SHALL BE AT LEAST 18 INCHES IN HEIGHT AT THE TIME OF PLANTING, SHALL ATTAIN A MATURE HEIGHT OF APPROXIMATELY 3 TO 4 FEET AND SHALL FORM A CONTINUOUS HEDGE.
- (v) LARGE, CANOPY TREES SHALL HAVE A SINGLE TRUNK AND SHALL BE A MINIMUM OF 8 FEET IN HEIGHT AND 3 CALIPER INCHES WHEN MEASURED 12 INCHES ABOVE GROUND AT THE TIME OF PLANTING; ORNAMENTAL TREES MAY HAVE A SINGLE OR MULTIPLE TRUNKS AND SHALL BE A MINIMUM OF 6 FEET IN HEIGHT AND 4 CALIPER INCHES WHEN MEASURED 12 INCHES ABOVE GROUND AT THE TIME OF PLANTING.

BERKENBILE
LANDSCAPE ARCHITECTS

Carillo Engineering, LLC
201 Main Street, Ste 1200 - Fort Worth, Texas 76102
Phone 817-876-0976 - Firm Registration # F-13693

REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS
9-28-2015

PROPOSED ADVANCE AUTO PARTS STORE
SOUTH COLONY RACETRAC ADDITION
BLOCK A LOT 1
CITY OF THE COLONY, TX 75056

LANDSCAPE PLAN

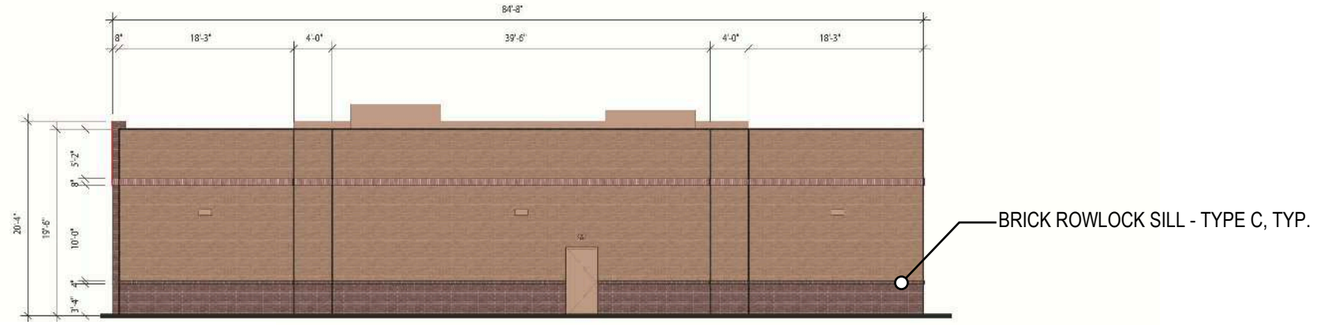
Issue Dates:
SEPTEMBER 28,2015

Scale: AS SHOWN
Drawn By: YC
Checked By: DB

Sheet
L-1

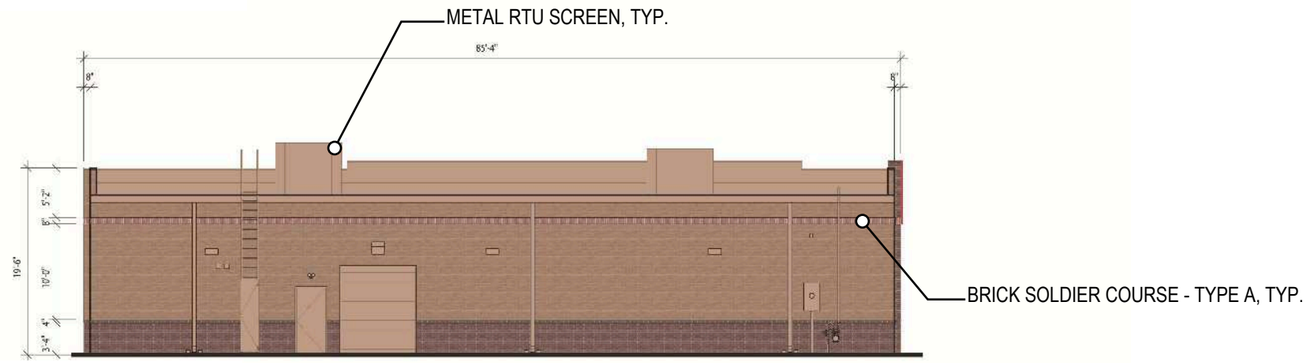
The Colony - Site Plan Submittal	
Project Name:	Advance Auto Parts
Address:	4875 Main Street
Date:	July 13, 2015

BRICK = 100%



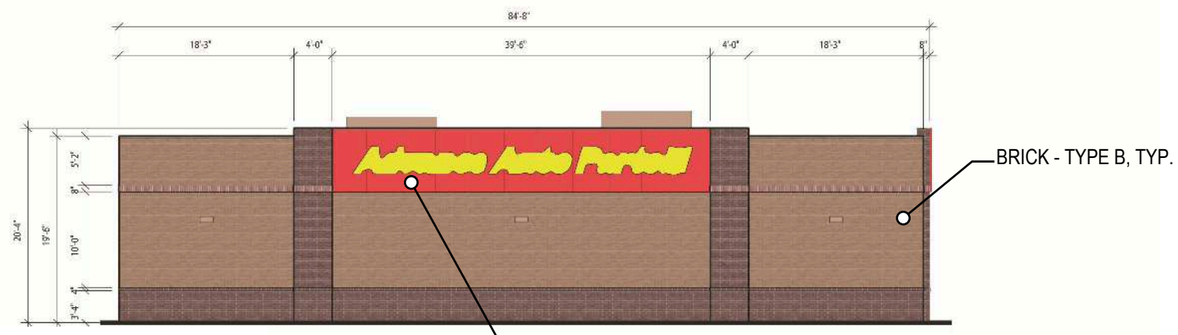
NORTH ELEVATION

BRICK = 100%



WEST ELEVATION

BRICK = 84.6%
METAL SIGN = 15.4%



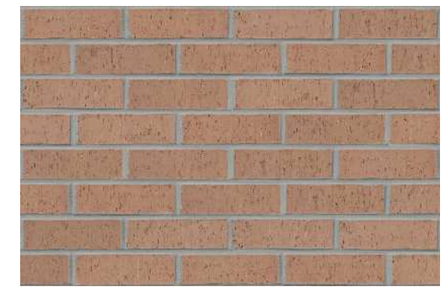
SOUTH ELEVATION

METAL SIGN "AAP RED", TYP.

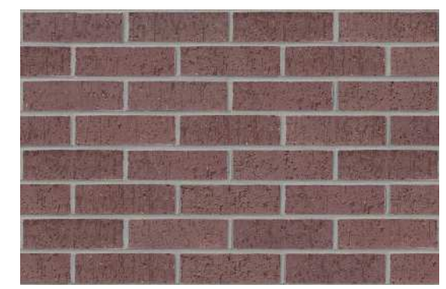
BRICK = 64.2%
GLAZING = 20.1%
METAL SIGN = 15.7%

EAST ELEVATION - MAIN ENTRY

TYPE A - ACME BRICK "VILLAGE"



TYPE B - ACME BRICK "CINNAMON"



TYPE C - ACME BRICK "BROOKSHIRE"

SCALE: N.T.S.

CaCo architecture

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
SITE PLAN
ADVANCE AUTO PARTS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SITE PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR ADVANCE AUTO PARTS, AN AUTOMOBILE PARTS AND ACCESSORY SALES SHOP, LOCATED AT 4901 MAIN STREET, IN GENERAL RETAIL (GR) ZONING DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Site Plan Application No. SP15-0025 for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Site Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

Joe McCourry, Mayor

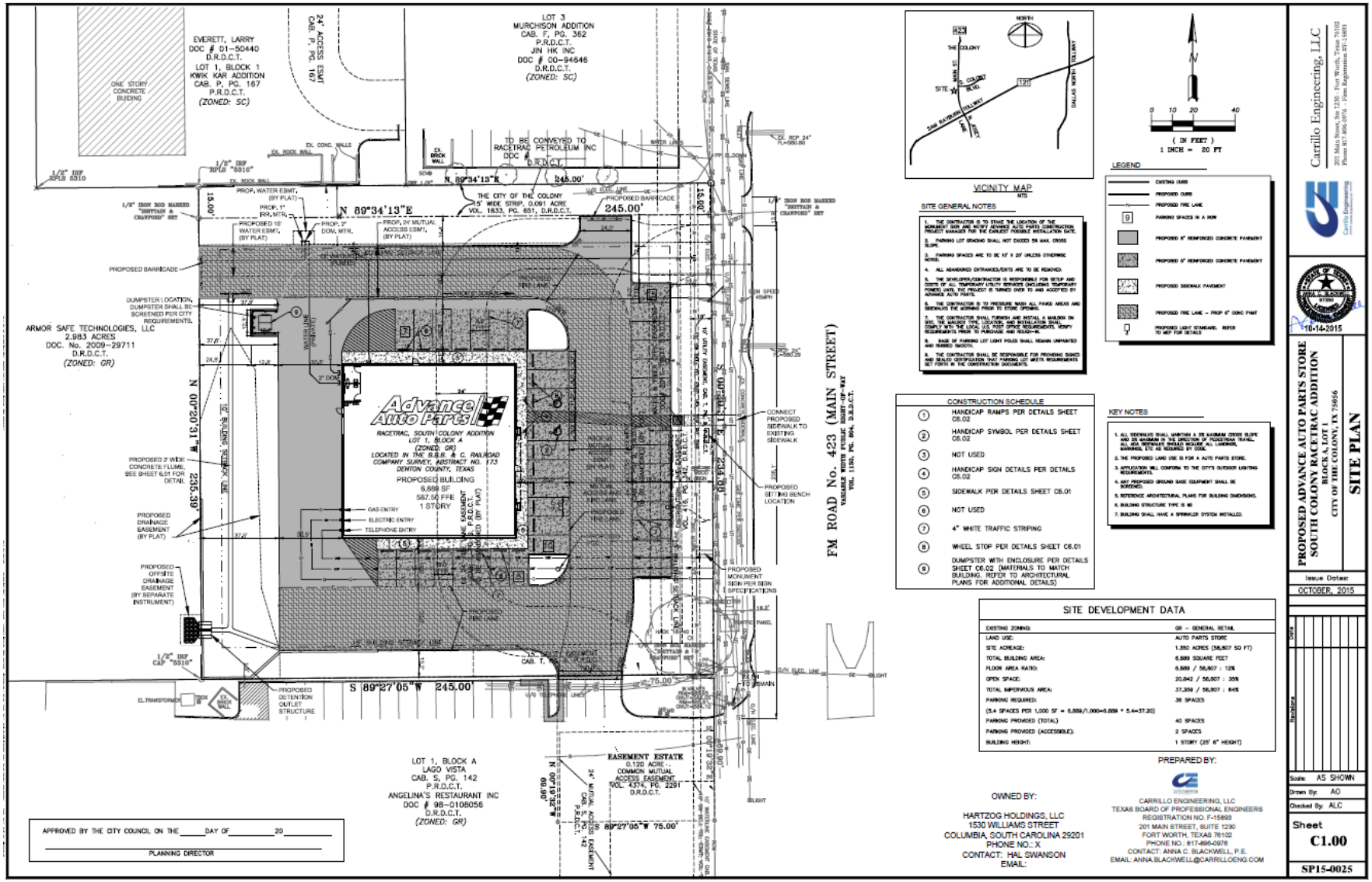
ATTEST:

Christie Wilson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A
Site Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 27, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 27, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: None

City Council Liaison: David Terry, City Council Place 4

Staff Present: Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian McNuelty, Technical Assistant, and David Ritter, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

No citizens came forward during Citizen Input.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the October 13, 2015 Regular Session.
2.2	***PP15-0006, Tribute West Addition Preliminary Plat*** Consider approval of a Preliminary Plat of 406 residential lots and 21 common area lots being 121.889 acres out of the B.B.B. and C.R.R. Survey, Abstract No. 170, Thomas D. Luckett Survey, Abstract No. 751, Thomas D. Luckett Survey, Abstract No. 752, an addition to the City of The Colony, Denton County, Texas located at northwest corner of Boyd and Stratford Road in Planned Development 23 (PD-23) zoning district.
2.3	***FP15-0006 Service King Final Plat*** Consider approval of a Final Plat for Lot 3, Block A, East Oak Wood Village Subdivision, being 2.450 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, west of Budget Suites, north of existing Firestone, in Business Park (BP) zoning district.
2.4	***FP15-0008 East Oak Wood Village Lots 1 and 4, Block A Final Plat*** Consider approval of a Final Plat for Lots 1 and 4, Block A, East Oak Wood Village Subdivision, being 4.479 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, east of Top Golf, in Business Park (BP) zoning district.

Chairman Hames read the Consent Agenda item into the record.

Commissioner Hebb moved to approve Item 2.1, 2.2, 2.3, and 2.4, Commissioner Molina seconded the motion. Motion carried (7-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0003, Amendment to Planned Development District No. 25*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for an amendment to Planned Development 25 (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music. (Continued from September 22, 2015)

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Chairman Hames praised staff for doing a thorough research on this item.

Commissioner Hebb asked whether Lava Cantina is the only site at this point where music will be performed. Ms. Sen answered affirmative.

Commissioner Hebb also asked that by this amendment the City is allowing in future any music performance venue to locate anywhere within Lot 3, Block A, where they can locate on Destination Drive and be very close to the residential area.

Ms. Sen explained through the decibel attenuation map that the 330 feet buffer is following the property boundary. So any point on the first buffer rind is 330 feet away from the lot boundary and the decibel level will be restricted to 95 dB per ordinance. As another 150 feet distance is added the decibel level goes down to 91 dB and so on.

Chairman Hames opened the public hearing and with no one wishing to speak, Chairman Hames closed the public hearing at 6:41 p.m.

Commissioner Hebb asked who will regulate this ordinance compliance.

Ms. Sen answered that for any event they will have to come and apply for a permit for a special event permit or similar, the applicant will then be notified of the requirement. If they are in violation and the City receives a complaint then The Colony Police Department will regulate that. But the City expects the applicant to comply with the Ordinance.

Commissioner Hebb asked if they do not comply what the fine is or is there a fine.

Ms. Sen responded that for any Ordinance violation there are a $2000.00 fine and each occurrence constitutes a separate violation.

Commissioner Molina also appreciated staff's work on the item stating they have covered all the items that were discussed as the last meeting.

Commissioner Buffington moved to approve Item 3.1 Commissioner Pool seconded the motion. Motion carried (7-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0024 Lava Cantina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Lava Cantina, a 21,723 sf restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked how many people will be coming to this venue.

Applicant and owner of Lava Cantina, Mr. Vaughn stated that the facility can seat upto 900 people and for special events which will be 20 – 25 times a year there will be 1800 tickets for sale. He also added that there will be a $600,000 – 700,000 entertainment system that will be responsible for the decibel levels. Lava Cantina will get into a management contract with a very reputable company called Eagle AVL who does major entertainment shows throughout the Country. These are professional people and will measure decibel levels from the sound board to the stage for legal compliance so that there is no Legal Class Action lawsuit for people getting hearing issues etc.

Commissioner Hebb asked why there is only 12 ADA spaces where the events might hold 1800 people.

Mr. Vaughn responded that those are very special events and will be scheduled post the time Nebraska Furniture Mart closes so there will be off-site parking and Lava Cantina will run shuttles from those areas.

Ms. Sen also added that Broadwalk Parking project is planned to be done before Lava Cantina opens and there will be more ADA spaces around the venue and not just the 12 shown for this site.

Commissioner Hebb asked if the stage and the patio are open to air.

Mr. Vaughn responded that they are both open air but there will be a retractable roof above the entire outdoor seating.

Commissioner DeBurr moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (7-0).

4.2	***SP15-0025 Advance Auto Parts Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

Commissioner Hebb mentioned that the access for this site is through Angelina's parking lot and it's taking 4 parking spaces out, so will the Angelina's parking requirements still be in compliance?

Ms. Sen stated that Angelina's probably had more than required number of parking spaces so they will be okay.

Mr. Scruggs added that the area is also under a mutual access easement.

Applicant Anna Blackwell approached the Commission and agreed with the statement made by Mr. Scruggs that there is an access easement at the northeast corner of Angelina's that allows access to this property.

Commissioner Rockenbaugh asked if the island shown on the Angelina's property is within the access easement.

Ms. Blackwell stated it is not within the easement and there needs to be permission from Angelina's while construction will happen.

Mr. Scruggs added that the north access is not shown on the drycleaners property. It was done a long time back and access easement was not required. But if the north property re-develops or does a replat then the cross access easement will be shown.

Commissioner Molina asked about the 15' City of The Colony strip on the north side of this site.

Mr. Scruggs responded that the strip has been there, the City doesn't need it. The City is going through the process of giving the property owners on both sides the strip in half and half. There is an electric utility going through the strip to the property behind the dry cleaners. The strip will remain as a utility easement.

Mr. Larry Robinson approached the Commission, who owns the property behind the dry cleaner and wanted clarification if the strip will remain as a utility easement. Mr. Scruggs responded affirmative.

Commissioner Hebb asked for clarification on the 14' wide strip of land south of the 15' wide City owned strip.

Ms. Sen clarified that the 14' wide strip of land is within the Advance Auto Parts property and Ms. Blackwell added that

Commissioner Rockenbaugh moved to approve Item 4.2 Commissioner Pool seconded the motion. Motion carried (7-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a request for a Development Plan for Lava Cantina, a 21,723 square foot restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Development Plan
Landscape Plan
Elevation 1
Elevation 2
Proposed Ordinance
October 27, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0024 Lava Cantina Development Plan***
Discuss and consider a request for Development Plan for Lava Cantina, a 21,723 sf restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive.

OWNER/ENGINEER

Owner/Developer:	LMG Ventures LLC	Omaha, Nebraska
Engineer/Surveyor:	Graham Associates	Arlington, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 27, 2015 – The Planning and Zoning Commission voted (7-0) to recommend approval of the Development Plan for Lava Cantina, a 21,723 sf restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Development Plan meets the requirements of the Appendix A, Zoning Ordinance, PD 25 and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Landscape Plan
5. Building Elevation
6. Proposed Ordinance
7. Minutes of October 27, 2015 Planning and Zoning Commission meeting.

ATTACHMENT 1

Staff Analysis

Summary of Request

The applicant is proposing to build a 21,723 sf restaurant and entertainment venue. The main building is 12,415 sf, there is a proposed patio area of 7,494 sf and a stage building of 1,814 sf.

Existing Condition of Property

The subject property is undeveloped.

Platting Status

The property is platted as part of Grandscape Addition Ph II.

Adjacent Zoning/Land Use

North - SH 121 and Village at 121 development across SH 121
South - Planned Development 25 (PD 25) – Vacant land
East - Planned Development 25 (PD 25) – Vacant land
West - Planned Development 25 (PD 25) – Vacant land

Land Use Analysis

Restaurant is an allowed use under PD 25.

Infrastructure Improvements

The City is not planning any specific public infrastructure improvements for this area.

Exterior Building Material

Building is comprised of brick, stucco and metal panel. The combination is 21-31% brick, 9-38% stucco, and 5-16% metal awning based on the side of the elevation. PD 25 does not have specific building material requirements.

Circulation and Parking

The parking ratio for restaurants is 1 space per 200 sf of gross floor area. The parking provided meets the specific requirements PD 25 Ordinance.

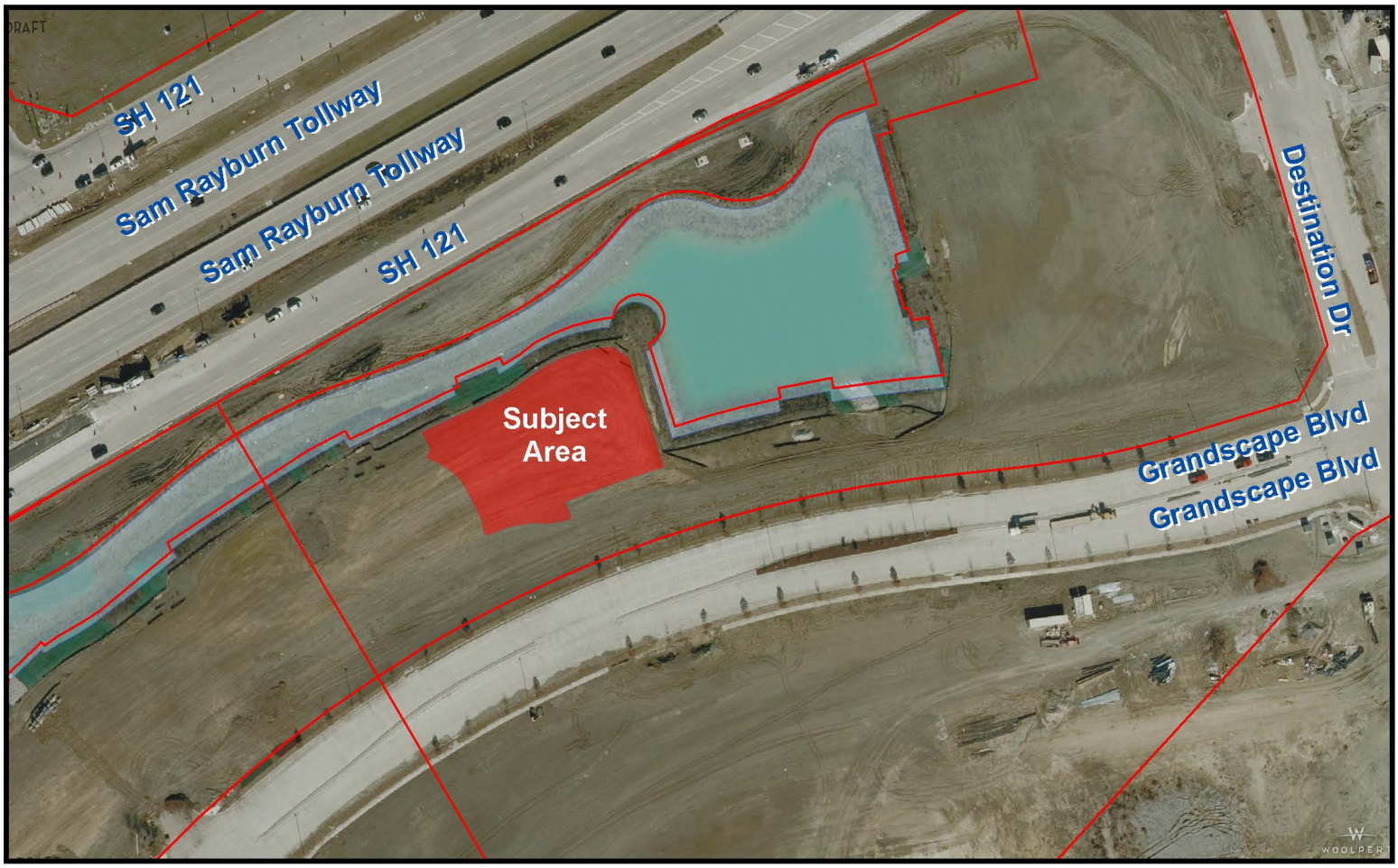
Parking Standard	Parking Required
1 space per 200 sf of gross floor area	109 spaces
Total Parking Provided	109 spaces

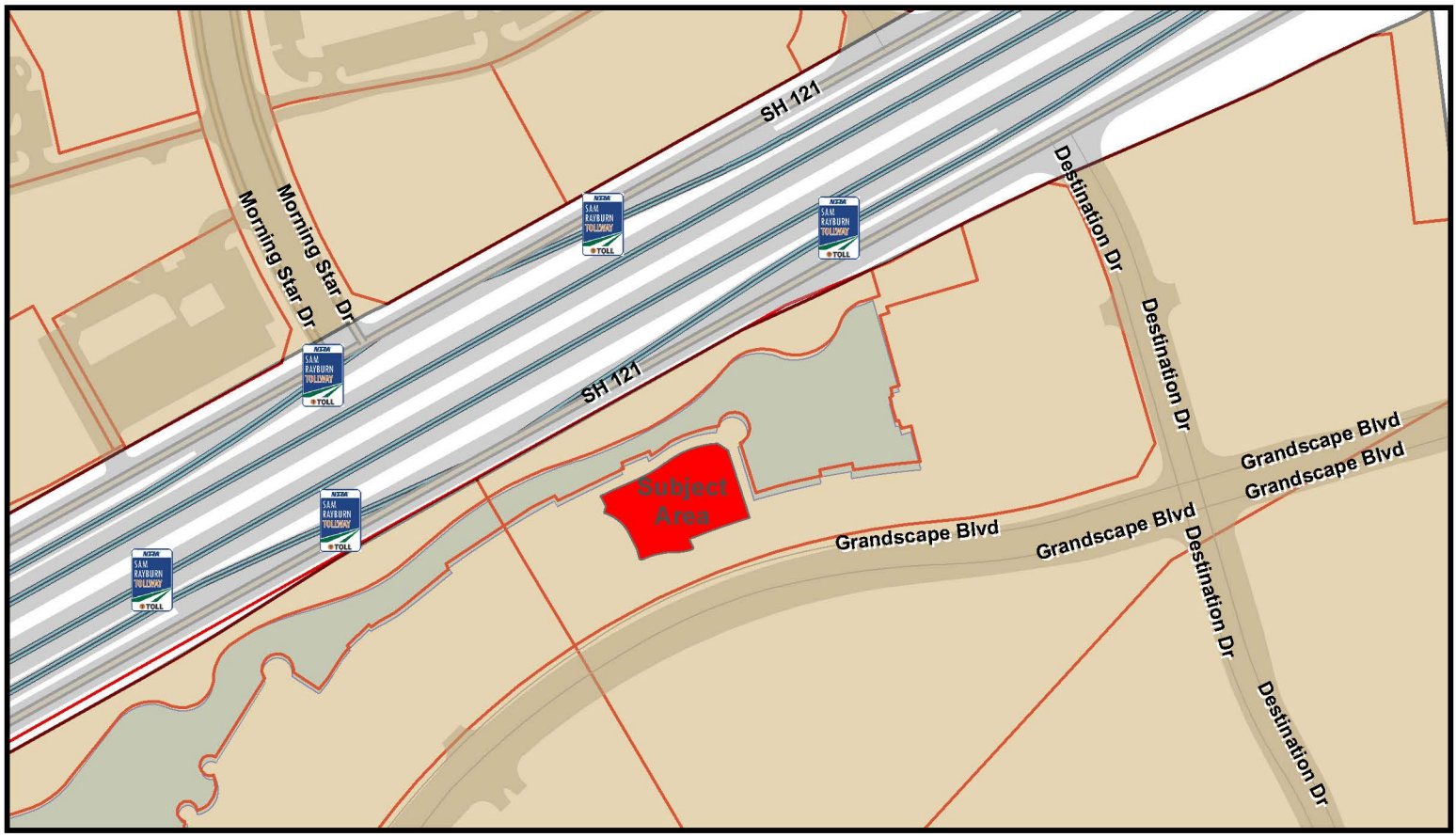
Landscaping and Irrigation

Building surrounding are landscaped with Crape Myrtles, shrubs, and flowering plants of different kinds to meet the requirements of the PD 25 and Zoning Ordinance. This site is part of the Grandscape Broadwalk Parking site that has more than 20% of the site proposed for landscaping. Parking lot interior landscaping has been proposed @ ninety (90) sf landscaping per 12 parking spaces.

Development Review Committee Review

The Development Review Committee finds that the Development Plan meets all applicable requirements of the Zoning Ordinance and PD 25 ordinance, therefore recommends approval.





Project No. SP15-0024 - Project Name: Lava Cantina Site Plan

THE COLONY
City by the Lake

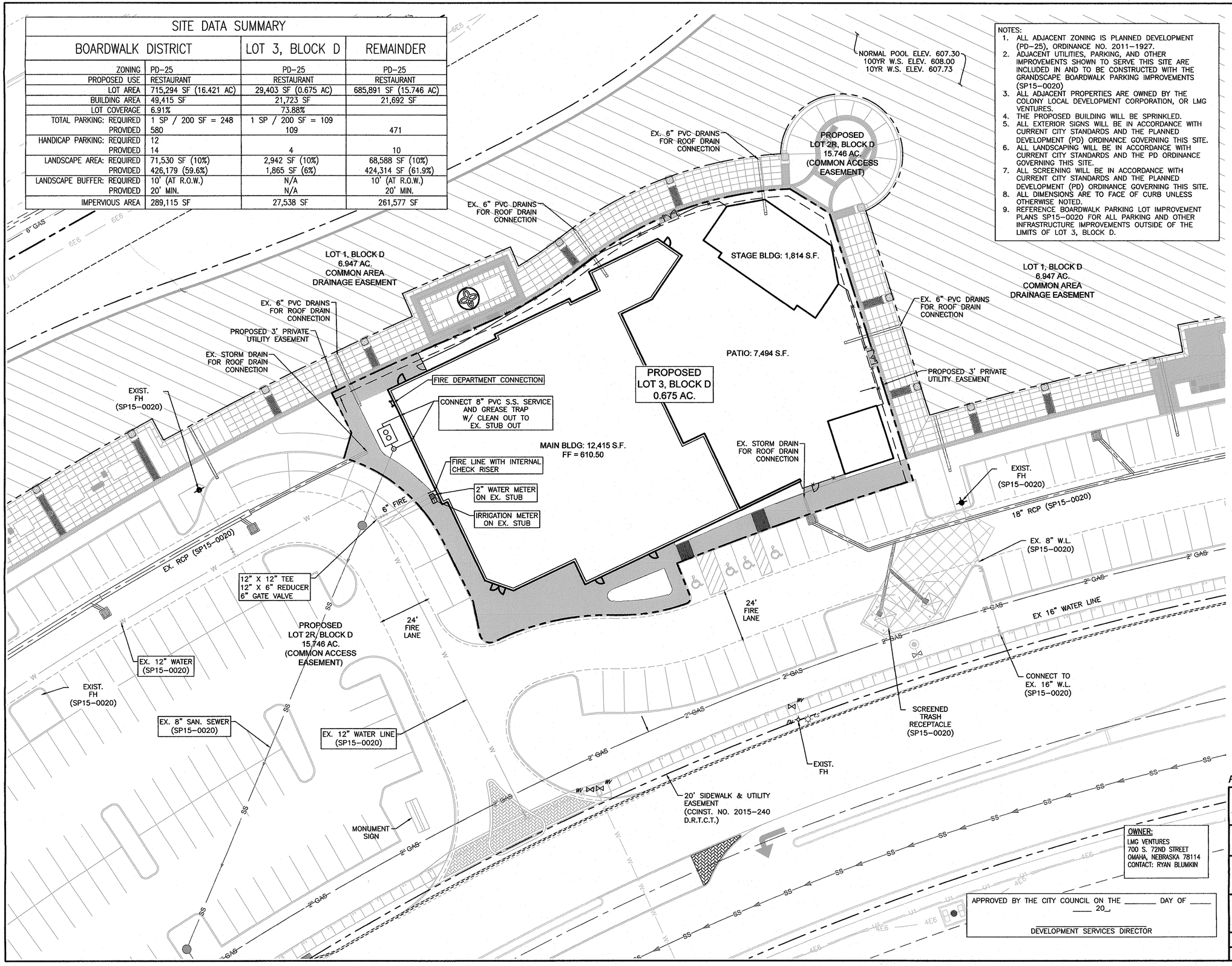
Lava Cantina	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
W E
S

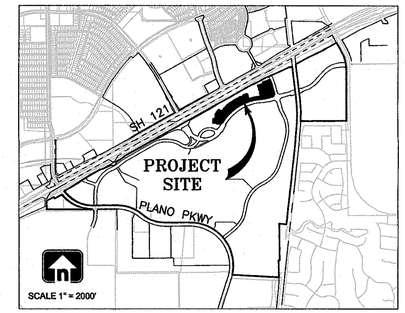
This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.

SITE DATA SUMMARY

BOARDWALK DISTRICT		LOT 3, BLOCK D	REMAINDER
ZONING	PD-25	PD-25	PD-25
PROPOSED USE	RESTAURANT	RESTAURANT	RESTAURANT
LOT AREA	715,294 SF (16.421 AC)	29,403 SF (0.675 AC)	685,891 SF (15.746 AC)
BUILDING AREA	49,415 SF	21,723 SF	21,692 SF
LOT COVERAGE	6.91%	73.88%	
TOTAL PARKING: REQUIRED	1 SP / 200 SF = 248	1 SP / 200 SF = 109	
PROVIDED	580	109	471
HANDICAP PARKING: REQUIRED	12		
PROVIDED	14	4	10
LANDSCAPE AREA: REQUIRED	71,530 SF (10%)	2,942 SF (10%)	68,588 SF (10%)
PROVIDED	426,179 (59.6%)	1,865 SF (6%)	424,314 SF (61.9%)
LANDSCAPE BUFFER: REQUIRED	10' (AT R.O.W.)	N/A	10' (AT R.O.W.)
PROVIDED	20' MIN.	N/A	20' MIN.
IMPERVIOUS AREA	289,115 SF	27,538 SF	261,577 SF



NOTES:
1. ALL ADJACENT ZONING IS PLANNED DEVELOPMENT (PD-25), ORDINANCE NO. 2011-1927.
2. ADJACENT UTILITIES, PARKING, AND OTHER IMPROVEMENTS SHOWN TO SERVE THIS SITE ARE INCLUDED IN AND TO BE CONSTRUCTED WITH THE GRANDSCAPE BOARDWALK PARKING IMPROVEMENTS (SP15-0020)
3. ALL ADJACENT PROPERTIES ARE OWNED BY THE COLONY LOCAL DEVELOPMENT CORPORATION, OR LMG VENTURES.
4. THE PROPOSED BUILDING WILL BE SPRINKLED.
5. ALL EXTERIOR SIGNS WILL BE IN ACCORDANCE WITH CURRENT CITY STANDARDS AND THE PLANNED DEVELOPMENT (PD) ORDINANCE GOVERNING THIS SITE.
6. ALL LANDSCAPING WILL BE IN ACCORDANCE WITH CURRENT CITY STANDARDS AND THE PD ORDINANCE GOVERNING THIS SITE.
7. ALL SCREENING WILL BE IN ACCORDANCE WITH CURRENT CITY STANDARDS AND THE PLANNED DEVELOPMENT (PD) ORDINANCE GOVERNING THIS SITE.
8. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
9. REFERENCE BOARDWALK PARKING LOT IMPROVEMENT PLANS SP15-0020 FOR ALL PARKING AND OTHER INFRASTRUCTURE IMPROVEMENTS OUTSIDE OF THE LIMITS OF LOT 3, BLOCK D.



LOCATION MAP

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SAWCUT
- FIRE LANE
- DUMPSTER PAD & APRON

STATE OF TEXAS
M.L. PETERSON
92728
LICENSED PROFESSIONAL ENGINEER
10-06-2015

GRAPHIC SCALE 1"=20'
20 0 20 40

PROJECT NO. SP15-0024

THE COLONY City by the Lake

THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN / DETAIL UTILITY LAYOUT

LOT 3, BLOCK D
GRANDSCAPE ADDITION

OWNER:
LMG VENTURES
700 S. 72ND STREET
OMAHA, NEBRASKA 78114
CONTACT: RYAN BLUMKIN

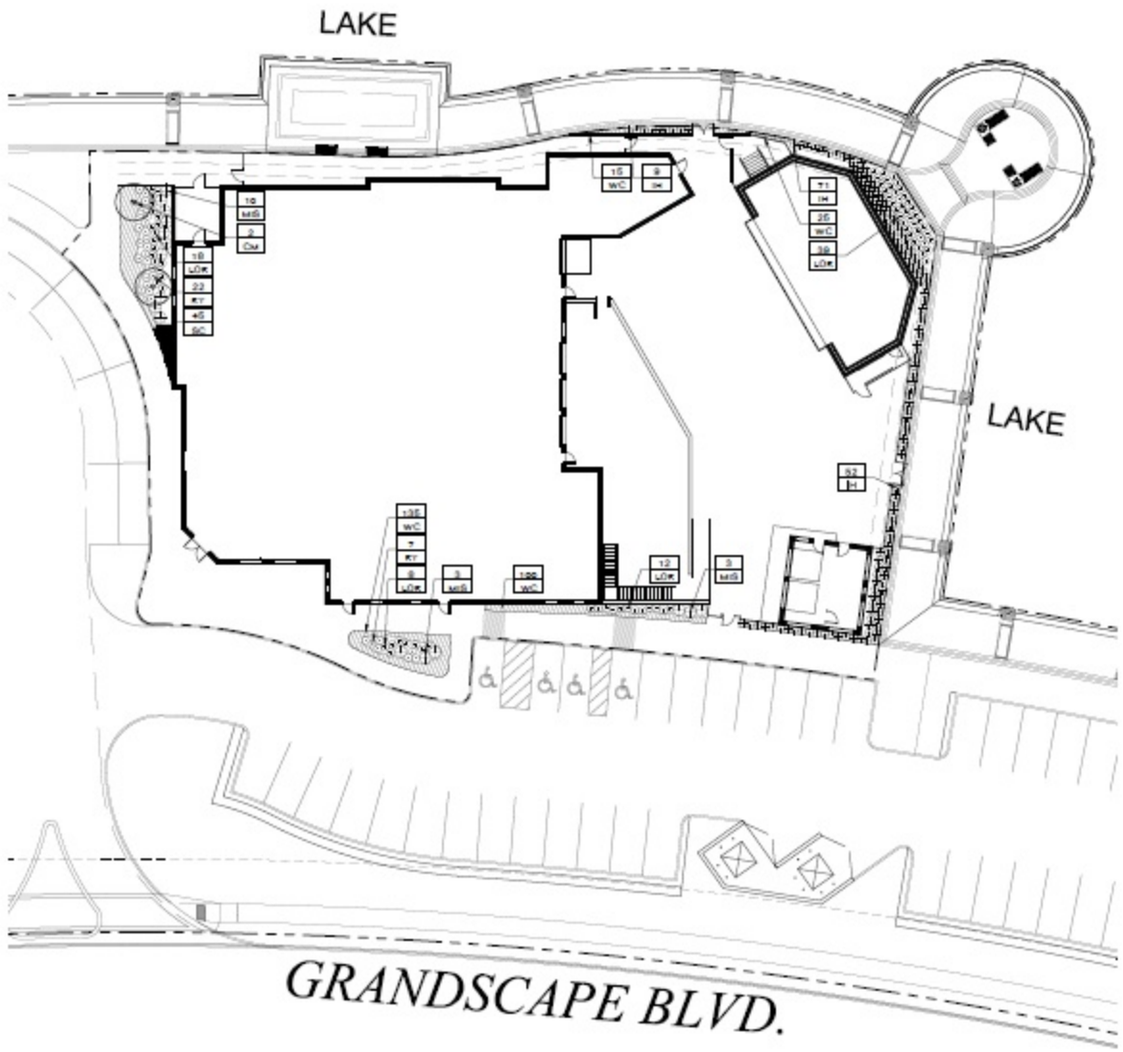
APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____ 20_.

_____
DEVELOPMENT SERVICES DIRECTOR

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

DRAWN BY: GAI	PROJECT NO. 2588-1042	SHEET
DATE: 6/30/2015	SHEET 1 OF 1	SP.01

PLOTTED ON: 10/6/2015 12:57 PM
FILE NAME: J:\COLONY\LMG\BOARDWALK DISTRICT\LAVA_CANTINA\CAD\SITE PLANS\SP.01 SITE PLAN.DWG



LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
6. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
7. CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
6. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

LANDSCAPE TABULATIONS

THE COLONY, TEXAS

SITE LANDSCAPE REQUIREMENTS

1. Minimum of 10% of the area of each platted lot shall be landscape.

Total Site Area: 29,422 s.f.

Required	Provided
2,942 s.f. (10%)	1,986 s.f. (6%)

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES				
CM	*Lagerstroemia indica 'Tuscarora'*	Crape Myrtle 'Tuscarora'	2	30 gal.	container grown, 3-5 trunk, no cross canes, 8' ht., 4' spread, matching
	SHRUBS/GROUNDCOVER				
IH	*Raphiolepis indica 'Clara'*	Indian Hawthorne 'Clara'	132	5 gal.	container full, 20" spread, 24" o.c.
LOR	*Loropetalum chinense 'Purple Diamond'*	Loropetalum 'Purple Diamond'	77	5 gal.	container full, 20" spread, 24" o.c.
MS	*Miscanthus sinensis 'Adagio'*	Miscanthus 'Adagio'	16	5 gal.	container full, 36" o.c.
RY	*Hesperaloe parviflora*	Red Yucca	29	5 gal.	container full, 24" o.c.
SC		Seasonal Color	45	4" pots	container full, 12" o.c., selection by Owner
WC	*Euonymus fortunei 'Colorata'*	Wintercreeper	275	4" pots	container GI 12" runners min., 12" o.c.

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

SCALE: 1" = 20'-0"
0 10 20 40

BELLE FIRMA
4246 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

08.27.15

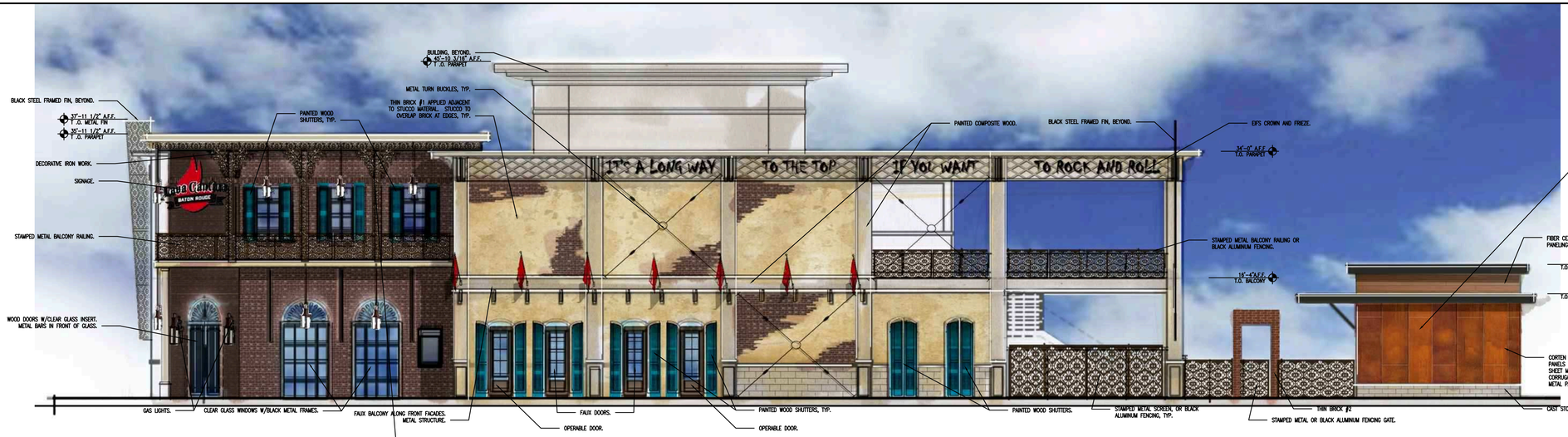
Lava Cantina
The Colony, Texas

Project Number: 15104
Issue Date: 08.27.2015
Drawn By: APL
Checked By: KAH

Revisions
No: Date: Detail:

Sheet Title:
LANDSCAPE PLAN

Sheet Number:
L1.01

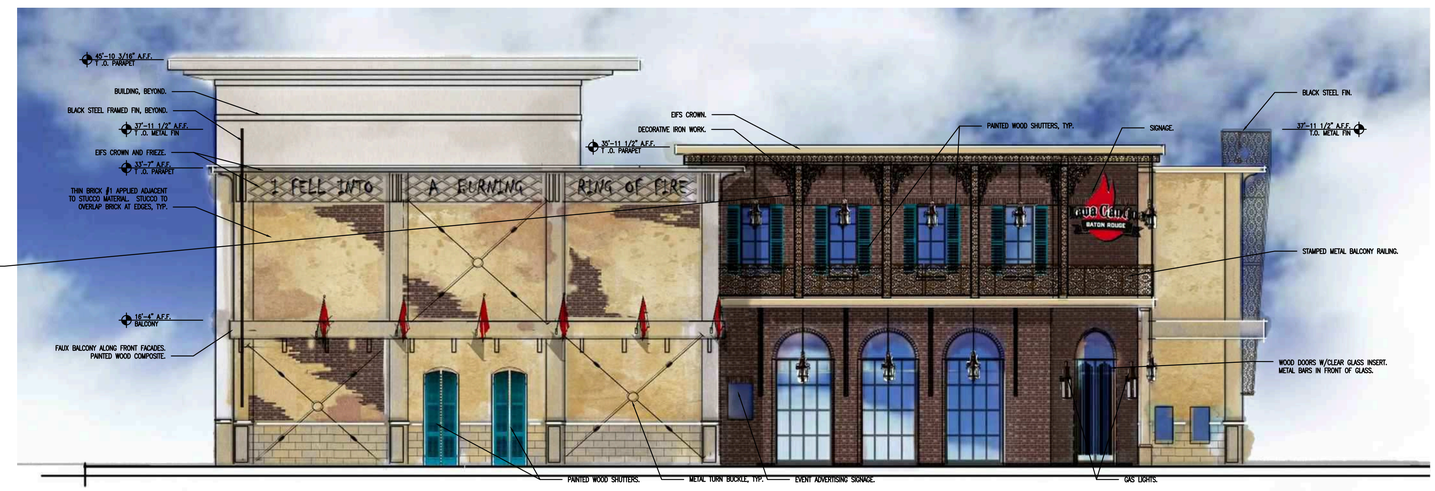


01 EXTERIOR ELEVATION-SOUTH

1/8" = 1'-0"

SOUTH ELEVATION MATERIALS

21% OF FACADE = BRICK
24% OF FACADE = STUCCO
5% OF FACADE = METAL PANEL
50% OF FACADE = OTHER (RAILINGS, GLAZING, EIFS, PAINTED WOOD)



02 EXTERIOR ELEVATION-WEST

1/8" = 1'-0"

WEST ELEVATION MATERIALS

31% OF FACADE = BRICK
38% OF FACADE = STUCCO
31% OF FACADE = OTHER (RAILINGS, GLAZING, EIFS, PAINTED WOOD)

modA4 DESIGN
23 Wayne Ave., Dayton, OH 45402 | p 888.888.6324 | info@moda4.com

Shell/ Core Building for
LAVA CANTINA
Nebraska Furniture Mart - Boardwalk District
The Colony, TX

MODA4 PROJECT NUMBER: 15019

ISSUED / REVISED	DATE
30% PROGRESS SET	08.11.15
THE COLONY SITE PLAN SUBMITTAL	08.19.15
60% PROGRESS SET	09.11.15

NOT FOR CONSTRUCTION

Exterior Elevations

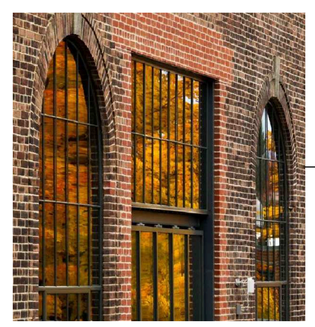
A201

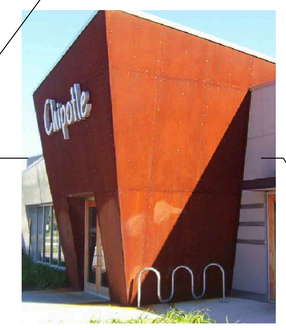
NORTH ELEVATION MATERIALS

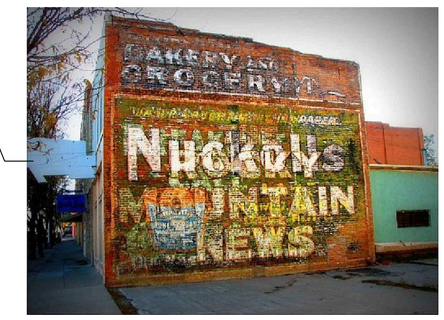
30% OF FACADE = BRICK
23% OF FACADE = STUCCO
16% OF FACADE = METAL PANEL
31% OF FACADE = OTHER (RAILINGS, GLAZING, EIFS, PAINTED WOOD)

03 EXTERIOR ELEVATION-NORTH

1/8" = 1'-0"

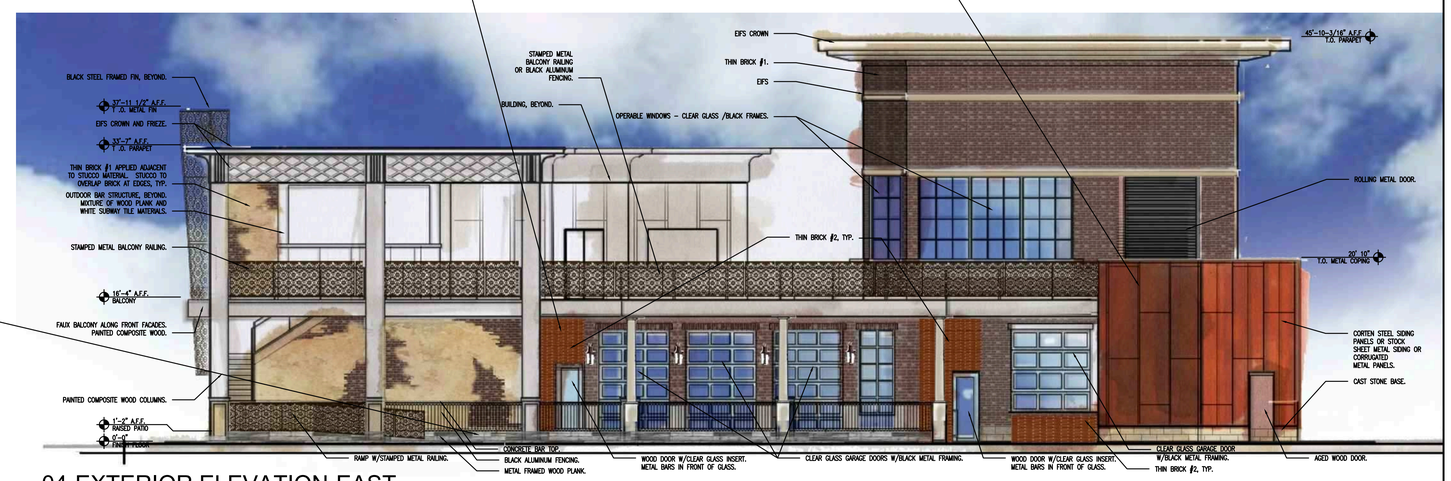






EAST ELEVATION MATERIALS

26% OF FACADE = BRICK
9% OF FACADE = STUCCO
11% OF FACADE = METAL PANEL
54% OF FACADE = OTHER (RAILINGS, GLAZING, EIFS, PAINTED WOOD)



04 EXTERIOR ELEVATION-EAST

1/8" = 1'-0"

MODA DESIGN
23 Wayne Ave., Dayton, OH 45402 | p. 866.686.6324 | info@moda4.com

Shell/ Core Building for
LAVA CANTINA
Nebraska Furniture Mart - Boardwalk District
The Colony, TX

MODA4 PROJECT NUMBER: 15019

ISSUED / REVISED	DATE
30% PROGRESS SET	08.11.15
THE COLONY SITE PLAN SUBMITTAL	08.19.15
60% PROGRESS SET	09.11.15

NOT FOR CONSTRUCTION

Exterior Elevations

A202

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
DEVELOPMENT PLAN
LAVA CANTINA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A DEVELOPMENT PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR LAVA CANTINA, A 21,723 SF RESTAURANT AND ENTERTAINMENT VENUE, LOCATED ON LOT 3, BLOCK D, GRANDSCAPE ADDITION PHASE II, NEAR THE NORTHWEST CORNER OF GRANDSCAPE BOULEVARD AND DESTINATION DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Development Plan Application No. SP15-0024 for Lava Cantina, a 21,723 sf restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Development Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

_____
Joe McCourry, Mayor

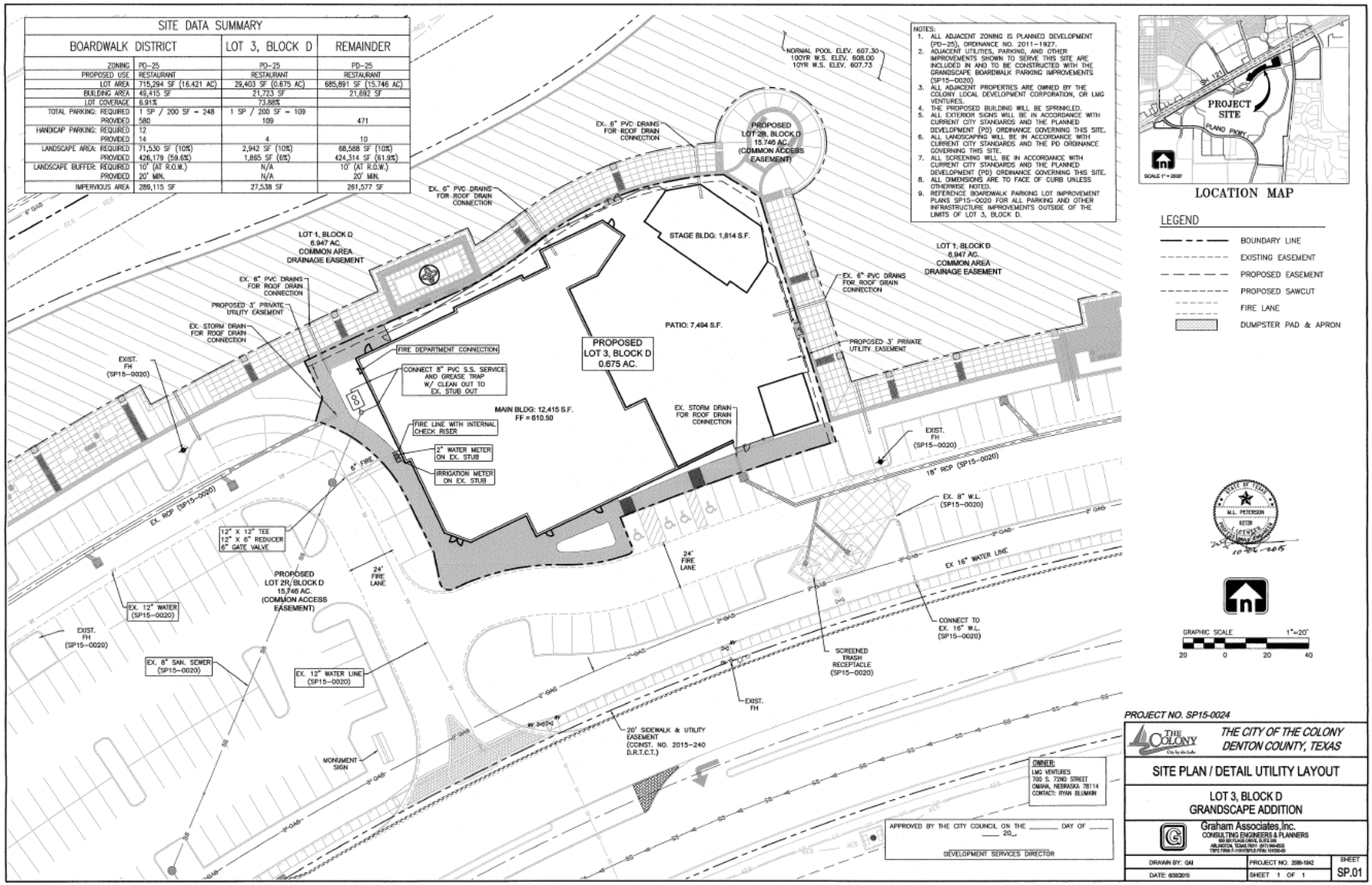
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Development Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 27, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 27, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: None

City Council Liaison: David Terry, City Council Place 4

Staff Present: Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian McNuelty, Technical Assistant, and David Ritter, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

No citizens came forward during Citizen Input.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the October 13, 2015 Regular Session.
2.2	***PP15-0006, Tribute West Addition Preliminary Plat*** Consider approval of a Preliminary Plat of 406 residential lots and 21 common area lots being 121.889 acres out of the B.B.B. and C.R.R. Survey, Abstract No. 170, Thomas D. Luckett Survey, Abstract No. 751, Thomas D. Luckett Survey, Abstract No. 752, an addition to the City of The Colony, Denton County, Texas located at northwest corner of Boyd and Stratford Road in Planned Development 23 (PD-23) zoning district.
2.3	***FP15-0006 Service King Final Plat*** Consider approval of a Final Plat for Lot 3, Block A, East Oak Wood Village Subdivision, being 2.450 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, west of Budget Suites, north of existing Firestone, in Business Park (BP) zoning district.
2.4	***FP15-0008 East Oak Wood Village Lots 1 and 4, Block A Final Plat*** Consider approval of a Final Plat for Lots 1 and 4, Block A, East Oak Wood Village Subdivision, being 4.479 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, east of Top Golf, in Business Park (BP) zoning district.

Chairman Hames read the Consent Agenda item into the record.

Commissioner Hebb moved to approve Item 2.1, 2.2, 2.3, and 2.4, Commissioner Molina seconded the motion. Motion carried (7-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0003, Amendment to Planned Development District No. 25*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for an amendment to Planned Development 25 (Ordinance No 2011-1927), adding to Section XIV Miscellaneous - Subsection O - Live Outdoor Music. (Continued from September 22, 2015)

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Chairman Hames praised staff for doing a thorough research on this item.

Commissioner Hebb asked whether Lava Cantina is the only site at this point where music will be performed. Ms. Sen answered affirmative.

Commissioner Hebb also asked that by this amendment the City is allowing in future any music performance venue to locate anywhere within Lot 3, Block A, where they can locate on Destination Drive and be very close to the residential area.

Ms. Sen explained through the decibel attenuation map that the 330 feet buffer is following the property boundary. So any point on the first buffer rind is 330 feet away from the lot boundary and the decibel level will be restricted to 95 dB per ordinance. As another 150 feet distance is added the decibel level goes down to 91 dB and so on.

Chairman Hames opened the public hearing and with no one wishing to speak, Chairman Hames closed the public hearing at 6:41 p.m.

Commissioner Hebb asked who will regulate this ordinance compliance.

Ms. Sen answered that for any event they will have to come and apply for a permit for a special event permit or similar, the applicant will then be notified of the requirement. If they are in violation and the City receives a complaint then The Colony Police Department will regulate that. But the City expects the applicant to comply with the Ordinance.

Commissioner Hebb asked if they do not comply what the fine is or is there a fine.

Ms. Sen responded that for any Ordinance violation there are a $2000.00 fine and each occurrence constitutes a separate violation.

Commissioner Molina also appreciated staff's work on the item stating they have covered all the items that were discussed as the last meeting.

Commissioner Buffington moved to approve Item 3.1 Commissioner Pool seconded the motion. Motion carried (7-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0024 Lava Cantina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Lava Cantina, a 21,723 sf restaurant and entertainment venue, located on Lot 3, Block D, Grandscape Addition Phase II, near the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked how many people will be coming to this venue.

Applicant and owner of Lava Cantina, Mr. Vaughn stated that the facility can seat upto 900 people and for special events which will be 20 – 25 times a year there will be 1800 tickets for sale. He also added that there will be a $600,000 – 700,000 entertainment system that will be responsible for the decibel levels. Lava Cantina will get into a management contract with a very reputable company called Eagle AVL who does major entertainment shows throughout the Country. These are professional people and will measure decibel levels from the sound board to the stage for legal compliance so that there is no Legal Class Action lawsuit for people getting hearing issues etc.

Commissioner Hebb asked why there is only 12 ADA spaces where the events might hold 1800 people.

Mr. Vaughn responded that those are very special events and will be scheduled post the time Nebraska Furniture Mart closes so there will be off-site parking and Lava Cantina will run shuttles from those areas.

Ms. Sen also added that Broadwalk Parking project is planned to be done before Lava Cantina opens and there will be more ADA spaces around the venue and not just the 12 shown for this site.

Commissioner Hebb asked if the stage and the patio are open to air.

Mr. Vaughn responded that they are both open air but there will be a retractable roof above the entire outdoor seating.

Commissioner DeBurr moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (7-0).

4.2	***SP15-0025 Advance Auto Parts Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Advance Auto Parts, an automobile parts and accessory sales shop, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

Commissioner Hebb mentioned that the access for this site is through Angelina's parking lot and it's taking 4 parking spaces out, so will the Angelina's parking requirements still be in compliance?

Ms. Sen stated that Angelina's probably had more than required number of parking spaces so they will be okay.

Mr. Scruggs added that the area is also under a mutual access easement.

Applicant Anna Blackwell approached the Commission and agreed with the statement made by Mr. Scruggs that there is an access easement at the northeast corner of Angelina's that allows access to this property.

Commissioner Rockenbaugh asked if the island shown on the Angelina's property is within the access easement.

Ms. Blackwell stated it is not within the easement and there needs to be permission from Angelina's while construction will happen.

Mr. Scruggs added that the north access is not shown on the drycleaners property. It was done a long time back and access easement was not required. But if the north property re-develops or does a replat then the cross access easement will be shown.

Commissioner Molina asked about the 15' City of The Colony strip on the north side of this site.

Mr. Scruggs responded that the strip has been there, the City doesn't need it. The City is going through the process of giving the property owners on both sides the strip in half and half. There is an electric utility going through the strip to the property behind the dry cleaners. The strip will remain as a utility easement.

Mr. Larry Robinson approached the Commission, who owns the property behind the dry cleaner and wanted clarification if the strip will remain as a utility easement. Mr. Scruggs responded affirmative.

Commissioner Hebb asked for clarification on the 14' wide strip of land south of the 15' wide City owned strip.

Ms. Sen clarified that the 14' wide strip of land is within the Advance Auto Parts property and Ms. Blackwell added that

Commissioner Rockenbaugh moved to approve Item 4.2 Commissioner Pool seconded the motion. Motion carried (7-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a request for a Development Plan for a driveway accessing the City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Development Plan
Landscape Plan
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0023 Driveway Accessing Lewisville Site Development Plan***
Discuss and consider a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

OWNER/ENGINEER

Owner/Developer:	Trammell Crow Company	Dallas, Texas
Engineer/Surveyor:	Binkley & Barfield, C&P	Richardson, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of the Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Development Plan meets the requirements of the Appendix A, Zoning Ordinance, PD 25 and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Landscape Plan
5. Proposed Ordinance
6. Minutes of October 13, 2015 Planning and Zoning Commission meeting

ATTACHMENT 1

Staff Analysis

Summary of Request

The applicant is proposing to build a driveway to access the retail site in the City of Lewisville to connect with Plano Parkway. This triangular piece of property is within the City of The Colony. Whereas the retail property this triangular piece fronts on is within the City of Lewisville. As a result for the retail project to be viable and have proper access, it has to connect the driveway through this piece of property to Plano Parkway.

Existing Condition of Property

The subject property is undeveloped.

Platting Status

The property is platted as part of Grandscape Addition Ph II. A minor replat has been submitted to take into account all the easements.

Adjacent Zoning and Land Use

North - Planned Development 25 (PD 25) – Vacant land
South - Planned Development 25 (PD 25) – City of Lewisville
East - Planned Development 25 (PD 25) – City of Lewisville
West - Planned Development 25 (PD 25) – Raising Cane's restaurant

Infrastructure Improvements

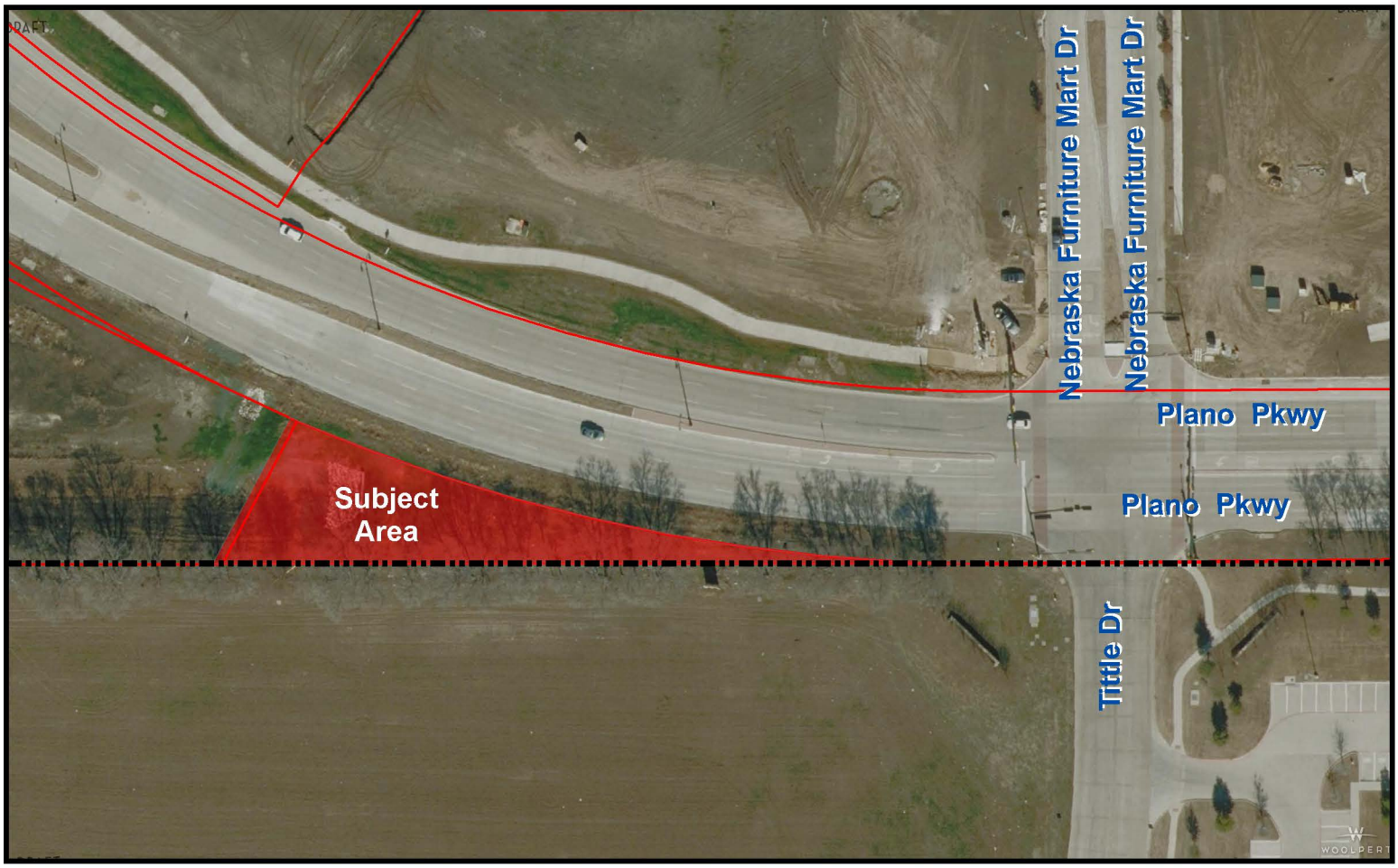
The City is not planning any specific public infrastructure improvements for this area.

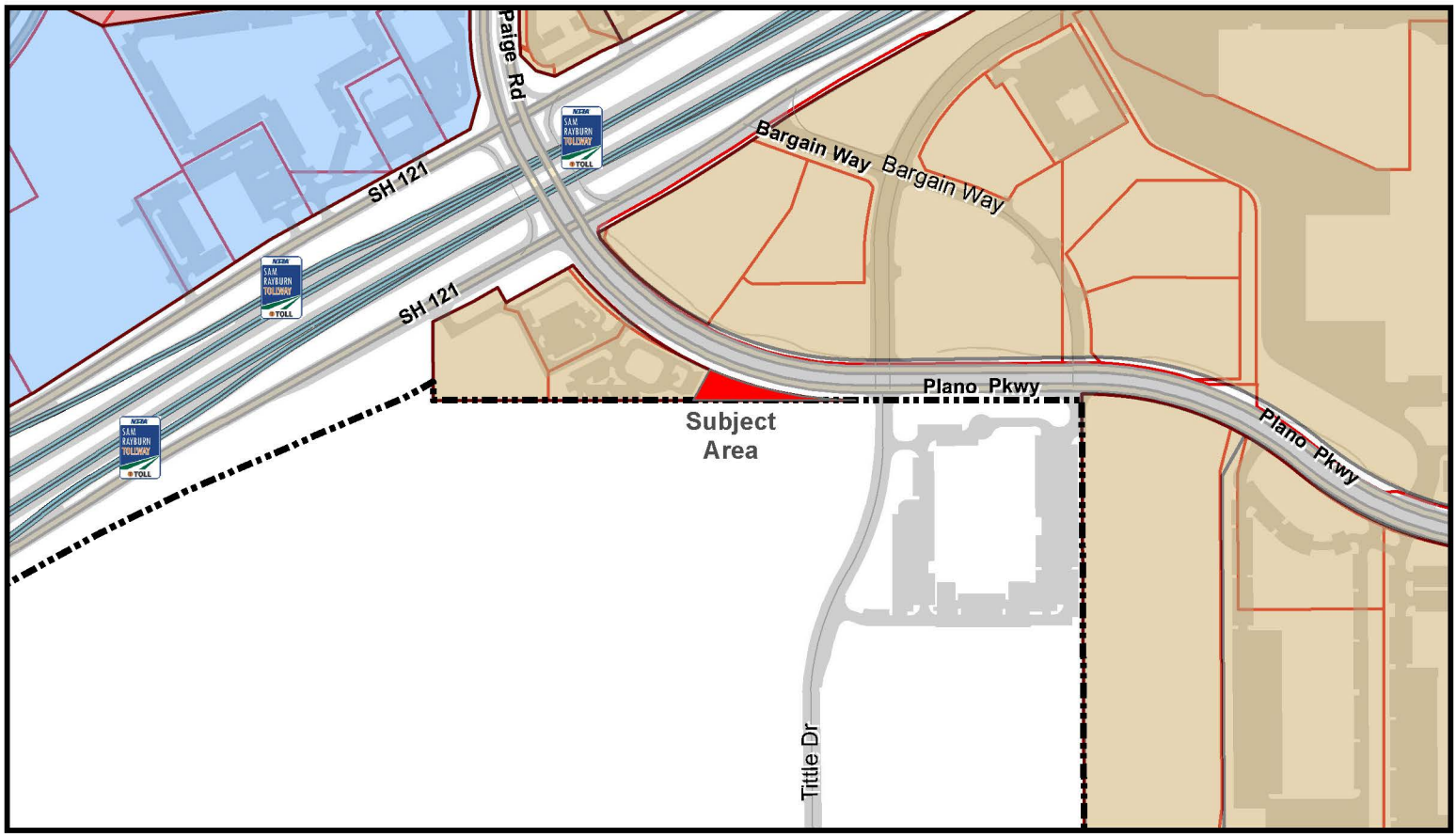
Landscaping and Irrigation

The property will be completely sodded with barmuda grass. Along both sides of the driveway bands of Mexican feather grass have been proposed. Crepe myrtles are also proposed along the west side of the driveway. Landscaping of this site is a continuation of landscaping on the retail site within City of Lewisville.

Development Review Committee Review

The Development Review Committee finds that the Site Plan meets all applicable requirements of the Zoning Ordinance and Planned Development 25, therefore recommends approval.





Project No. SP15-0023 - Project Name: Driveway Access to Lewisville

THE COLONY
City by the Lake

Driveway Access to Lewisville	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
W E
S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for Ilustration purposes only and are not suitable for site-specific decision making.

NOTES:

1. ALL DIMENSIONS ARE TO BACK OF CURB. UNLESS OTHERWISE NOTED.
2. TOPOGRAPHIC SURVEY BY BASELINE SURVEYING, DATED APRIL 2015.
3. REFER TO LANDSCAPE PLAN FOR PROPOSED PLANTING, SCREENING AND EXISTING TREES.
4. NO WALLS, FENCES OR LANDSCAPE OVER 2 FEET TALL ARE ALLOWED IN THE VISIBILITY TRIANGLES/EASEMENTS
5. FD1: FIRE APPARATUS ACCESS ROADS AND WATER SUPPLY FOR FIRE PROTECTION SHALL BE INSTALLED AND FUNCTIONAL PRIOR TO AND DURING CONSTRUCTION.
6. FD2: IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT FIRE APPARATUS ACCESS ROADS ARE MAINTAINED, UNOBSTRUCTED AND PASSABLE TO EMERGENCY EQUIPMENT AT ALL TIMES. THIS IS TO ENSURE THE SAFETY OF THE CONSTRUCTION WORKERS.
7. FD6: ALL CONSTRUCTION SHALL COMPLY WITH CITY ORDINANCE #2014-2044 ADOPTING THE 2012 INTERNATIONAL FIRE CODE AND AMENDMENTS.
8. MAINTENANCE AGREEMENT PER REPLAT OF LOTS 2R, 3X AND 4 OF THE PARKWAY PARCELS ADDITION.

LEGEND

CM	= CONTROL MONUMENT
FIR	= FOUND IRON ROD
SIR	= SET IRON ROD 5/8" w/ BASELINE CAP
"X"	= SET SCRIBED X IN CONCRETE
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
D.U.E.	= DRAINAGE & UTILITY EASEMENT
M.A.U.D.E.	= MUTUAL ACCESS UTILITY & DRAINAGE EASEMENT
S.V.E.	= SIGHT VISIBILITY EASEMENT
P.A.E	= PEDESTRIAN ACCESS EASEMENT
W.E.	= WATER EASEMENT
BFR	= BARRIER FREE RAMP
BTP	= BY THIS PLAT
*(BSI)	= BY SEPARATE INSTRUMENT
BL	= BUILDING LINE
BFR	= BARRIER FREE RAMP
SW	= SIDEWALK
F.A.E.	= FIRE ACCESS EASEMENT
	= FIRE HYDRANT
	= GUY WIRE
	= PHONE MANHOLE
	= POWER POLE
	= **EASEMENT DEDICATION**
	= SANITARY SEWER MANHOLE
	= WATER MANHOLE
	= WATER METER
	= WATER VALVE
	= IRON ROD
	= LIGHT POLE
	= FIRE LANE
	= TRAFFIC SIGNAL BOX
	= IRRIGATION CONTROL VALVE
	= EX. LIGHT POLE
	= TRANSFORMER
	= FIBER OPTIC CABLE MARKER
	= SINGLE POLE TRAFFIC SIGHT

CAUTION EXISTING UTILITIES !!!
EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE THE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

GRAPHIC SCALE 1"=20'
20 0 20 40

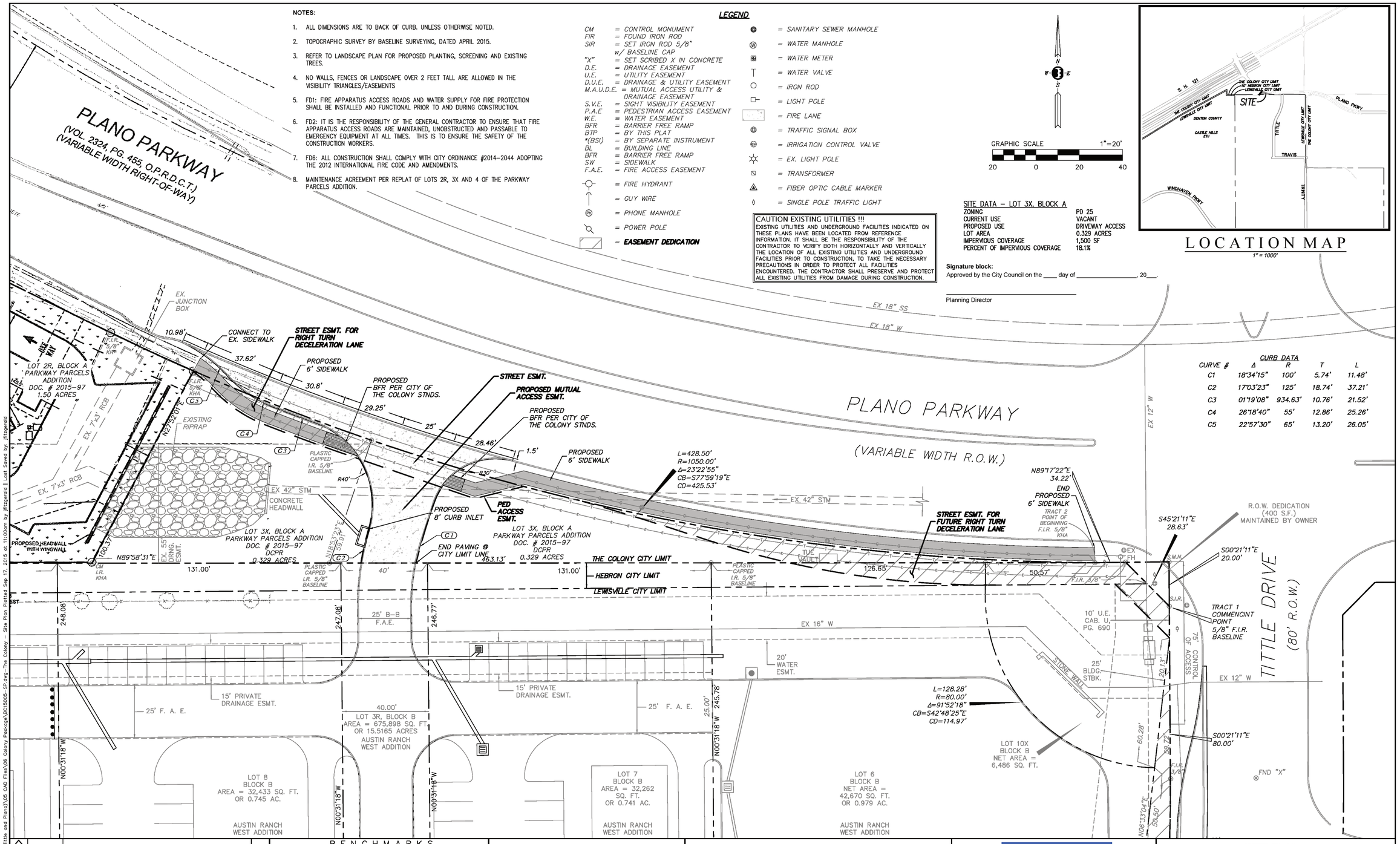
SITE DATA – LOT 3X, BLOCK A

ZONING	PD 25
CURRENT USE	VACANT
PROPOSED USE	DRIVEWAY ACCESS
LOT AREA	0.329 ACRES
IMPERVIOUS COVERAGE	1,500 SF
PERCENT OF IMPERVIOUS COVERAGE	18.1%

Signature block:
Approved by the City Council on the ____ day of _____, 20___.

_____
Planning Director

LOCATION MAP
1" = 1000'



CURB DATA

CURVE #	Δ	R	T	L
C1	18°34'15"	100'	5.74'	11.48'
C2	17°03'23"	125'	18.74'	37.21'
C3	01°19'08"	934.63'	10.76'	21.52'
C4	26°18'40"	55'	12.86'	25.26'
C5	22°57'30"	65'	13.20'	26.05'

Rev	Date	Description	App.

BENCHMARKS

SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "BASELINE CORP." 10.5 FEET WEST OF THE WEST CURB OF TITTLE DRIVE AND 60 FEET NORTH OF THE NORTH ENTRANCE TO TRCOR BRAUN. ELEVATION=604.41'

SET 5/8 INCH IRON ROD WITH PLATIC CAP STAMPED "BASELINE CORP." 11.0 FEET WEST OF THE WEST CURB OF TITTLE DRIVE AND 88.5 FEET SOUTH OF THE SOUTH CURB OF PLANO PARKWAY. ELEVATION=603.42'

FOUND "X" SCRIBED IN CENTERLINE OF TITTLE DRIVE 100.0 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY OF PLANO PARKWAY. ELEVATION=603.62

Binkley & Barfield | C&P
consulting engineers
1801 Gateway Blvd, Suite 101
Richardson, Texas 75080
(972) 644-2800 Fax (972) 644-2817
Firm Registration #3185
Thomas P. Jones, P.E. tjones@bbcpi.com

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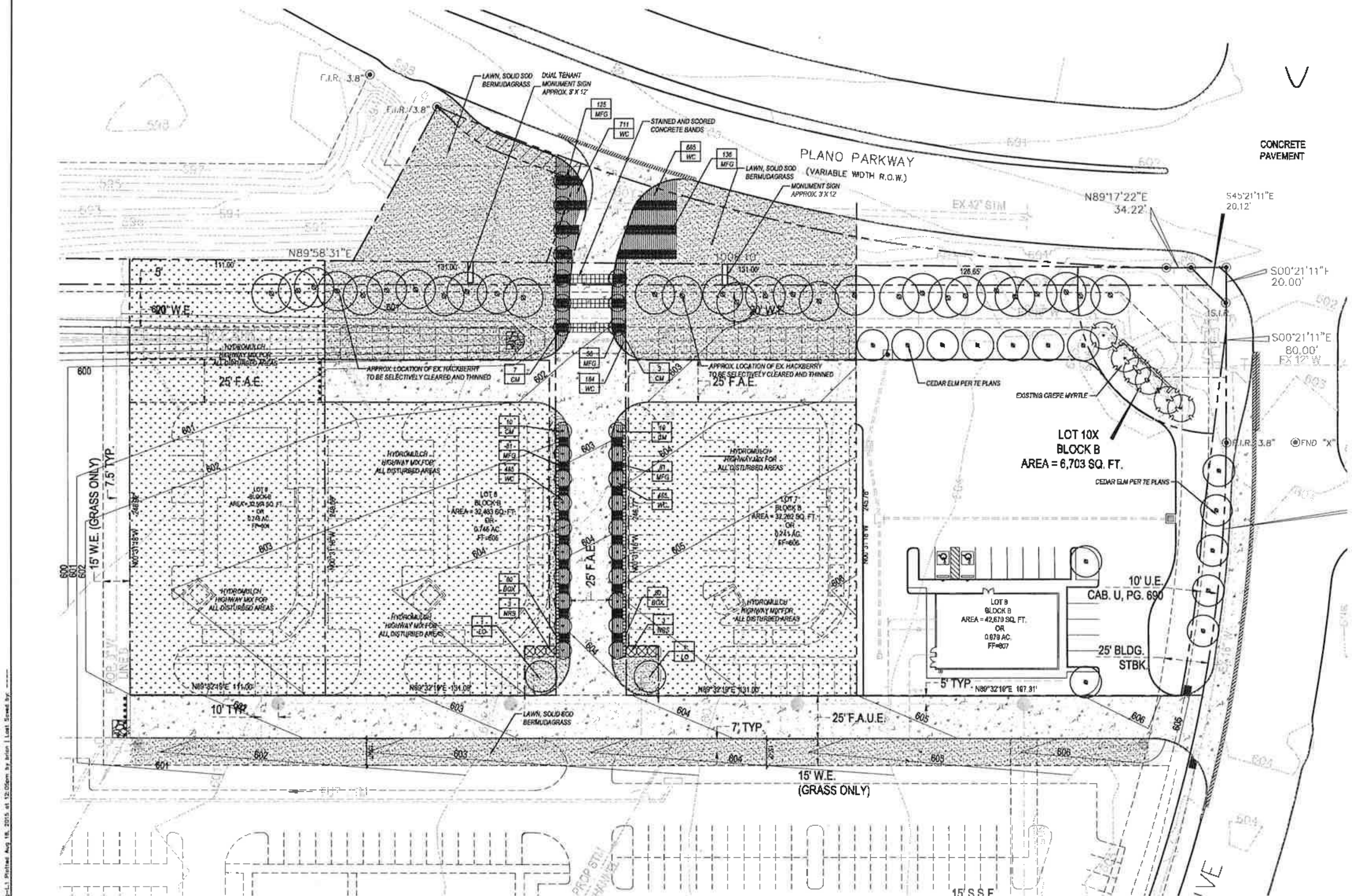
One Arts Plaza
1722 Routh St., Ste. 1313
Dallas, TX. 75201
Tom Holland
tholland@billingsleyco.com
214.270.1000
www.billingsleyco.com

SITE PLAN
PARKWAY PARCELS ADDITION
LOT 3X, BLOCK A
0.329 ACRES, ZONED PD-25
CITY OF THE COLONY DENTON COUNTY, TEXAS

Scale:	Date:	Job No.:	Sheet No.:
1" = 20'	09/17/15	BC15005	1 of 1

N:\BC15005 (SW CORNER Tittle and Plano)\05 CAD Files\06 Colony Package\BC15005-SP.dwg-The Colony - Site Plan Plotted Sep 17, 2015 at 11:00am by jfitzgerald | Last Saved by: jfitzgerald



HIGHWAY MIX LAWN NOTES

1. Installation of native grasses to be performed by hydro-seeding.
2. Provide a hydromulch cap per Hydromulch Notes.
3. Final grades to be smooth and level free of debris, rocks over 1" and shall have no ruts or depressions.
4. Install the following mix at the specified rate:

- Sideoats Gramma	8 lbs / acre
- Blue Gramma Grass	5 lbs / acre
- Buffalo Grass	40 lbs / acre
- Green Sprangletop	5 lbs / acre
- Lovegrass	8 lbs / acre

EXISTING TREE NOTES

1. Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.
2. If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. A licensed Arborist shall be secured for the treatment of any possible tree wounds and required tree pruning and thinning.
3. No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.
4. Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
5. Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.
6. Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
7. Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
8. Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.
9. Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
10. Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.
11. Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).
12. Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).

EXISTING TREE PRUNING NOTES

1. Contractor shall provide a Class 'B' pruning on all existing trees.
2. This shall include at a minimum removal of dead, dying, diseased weak branches, along main trunk structure and within branching area.
3. Contractor shall include deep root feeding and invigoration of existing trees. This shall be organic based nutrients based for root growth and leaf growth stimulation.
4. Contractor shall be required to chip all removed branches, leafs, etc.

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
7. Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

PLANT LIST

TREES

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
30	CM	Crape Myrtle 'Tonto'	Lagerstroemia indica 'tonto'	8' ht.	container grown, 3-5 cane, no cross caning
2	LO	Live Oak	Quercus virginiana	4" cal.	container grown, 14' ht. min. 5'-6' spread min. matching

SHRUBS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
160	BOX	Boxwood 'Green Beauty'	Buxus macrophyllum 'Green Beauty'	5 gal.	container, full plant, 24" o.c.
459	MFG	Mexican Feather Grass	Nassella tenuissima	3 gal.	container, full to of container, 24" o.c.
6	NRS	Nellie R. Stevens Holly	Ilex sp. 'Nellie R. Stevens'	8' ht.	container, full to base

GROUNDCOVERS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
2450	WC	Wintercreeper	Euonymus fortunei coloratus	4" pots	container, (3) 12" runners min, 12" o.c.
		Common Bermudagrass	Cynodon dactylon	roll sod	solid sod, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

REGISTERED LANDSCAPE ARCHITECT
BRIAN D. ADAMS
1761
STATE OF TEXAS
8.18.15

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0846
Email smr@smr-la.com

CALL BEFORE YOU DIG
1-800-245-4545
TEXAS ONE CALL SYSTEM

01 LANDSCAPE PLAN

SCALE: 1" = 30'-0"

0 15 30 60

P:\Projects 2015\Austin Ranch Retail\L100.dwg--L1 Plotted Aug 18, 2015 at 12:05pm by brian | Last Saved by:

Rev	Date	Description
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BENCHMARK

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consulting engineers
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972.644.2800
www.bbcpl.com
Firm Registration #F-3185

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One Arts Plaza
1722 Routh St., Ste. 1313
Dallas, TX 75201
214.270.1000
www.billingsleyco.com

LANDSCAPE PLAN
AUSTIN RANCH ADDITION
LOTS 3R, 6,7,8,9, & 10X, BLOCK B
18.607 ACRES, ZONED LI
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

Scale:	Date:	Job No.:	
1" = 30'	AUG. 18, 2015	BC15005	L.1

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
DEVELOPMENT PLAN
DRIVEWAY ACCESSING LEWISVILLE PROJECT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A DEVELOPMENT PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR DRIVEWAY ACCESSING LEWISVILLE SITE, LOCATED AT THE SOUTHEAST CORNER OF TITTLE DRIVE AND PLANO PARKWAY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Development Plan Application No. SP15-0023 for Driveway Accessing Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Development Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

_____
Joe McCourry, Mayor

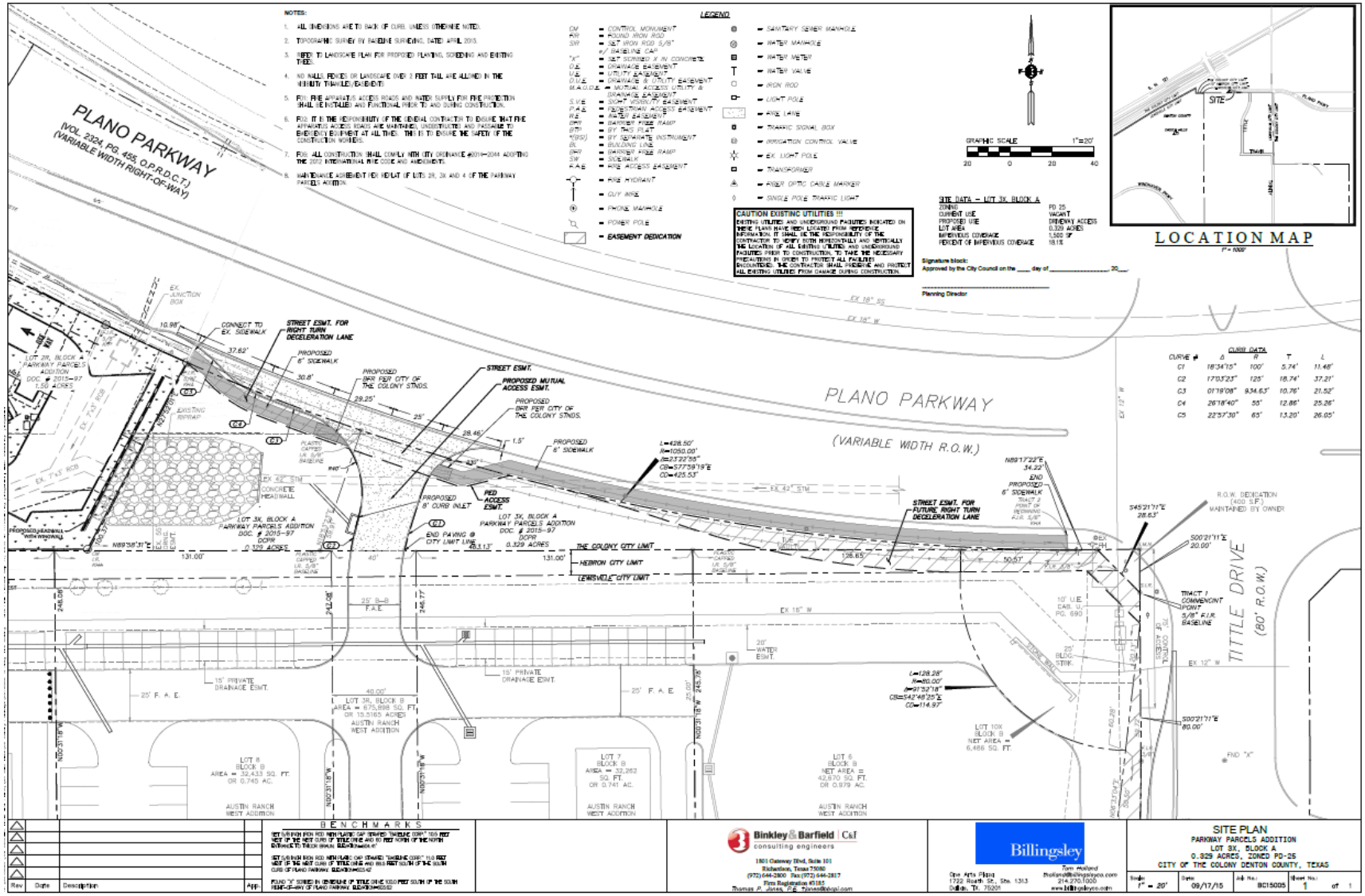
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Development Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Site Plan
Landscape Plan
Elevations
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0022 Best Western Premier Site Plan***
Discuss and consider a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

OWNER/ENGINEER

Owner/Developer:	Premier West Hospitality Corp.	Irving, Texas
Engineer/Surveyor:	Triangle Engineering	Allen, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of the Site Plan for Best Western, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Site Plan meets the requirements of the Appendix A, Zoning Ordinance, Gateway Overlay Ordinance and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Landscape Plan
5. Building Elevation
6. Proposed Ordinance
7. Minutes of October 13, 2015 Planning and Zoning Commission meeting

ATTACHMENT 1

Staff Analysis

Summary of Request

The applicant is proposing to build a 4 story, 81 guest room limited service hotel, on approximately 1.553 acres, located south of Memorial Drive and north of Assured Storage.

Existing Condition of Property

The subject property is undeveloped.

Platting Status

Final Plat for the property have been approved by Planning and Zoning Commission on October 13, 2015.

Adjacent Zoning/Land Use

North - Business Park (BP), Five Star Sports Complex across Memorial Drive
South - Light Commercial (LC), Assured Storage
East - Business Park (BP), Vacant Land
West - Light Commercial (LC), Assured Storage

Land Use Analysis

City Council approved a Specific Use Permit (SUP) for limited service hotel on January 20, 2015 for Best Western Premier.

Gateway Overlay District Amenities

Section 10A-1000, Public Amenities and Standards requires commercial developments greater than one (1) acre but less than five (5) acres in size incorporate one (1) public amenity. The one amenity can be chosen from the following list, as found in Section 10A-100 (a)(3) of the Gateway Overlay District:

(A) Patio or Plaza with seating area;
(B) Landscaped mini-parks, squares or greens;
(C) Water feature; or
(D) Outdoor public art.

The applicant has proposed outdoor seating space with enhanced paving.

Infrastructure Improvements

The City is not planning any specific public infrastructure improvements for this area other than infrastructure required for the development of the Best Western Premier.

Circulation and Parking

The proposed facility will have access from Memorial Drive through a driveway. The parking ratio for limited service hotel is 1 space per guest room. The parking provided meets the specific requirements of Section 13, Vehicular Parking, Parking Lot, and On-Site Traffic Regulations of Zoning Ordinance.

Parking Standard	Parking Required
Parking calculation for Best Western: 1 spaces per guest room (81 rooms)	81 spaces (4 ADA)
Total Parking Provided	78 + 18 shared spaces (4 ADA)

Landscaping and Irrigation

The applicant is proposing landscaping made up of a combination of Texas Red Oak, Live Oak, Lacebark Elm, Bald Cypress, and Crape Myrtles, Mexican Plum to meet the requirements of the Gateway Overlay and Zoning Ordinance. Twenty seven (27.6%) percent of the site has been proposed for landscaping. 14 – 2" & 3" caliper trees have been proposed for street yard. 10 – 3" caliper canopy trees and 15 – 8' height ornamental trees have been proposed along Memorial Drive frontage.

Gateway Landscaping Amenities Requirements

In addition, a development of this size (between one and three acres) in the Gateway Overlay District must provide additional landscaping amenities to meet the requirement of fifteen (15) Landscape Points. The applicant has provided the following landscaping amenities to meet this requirement:

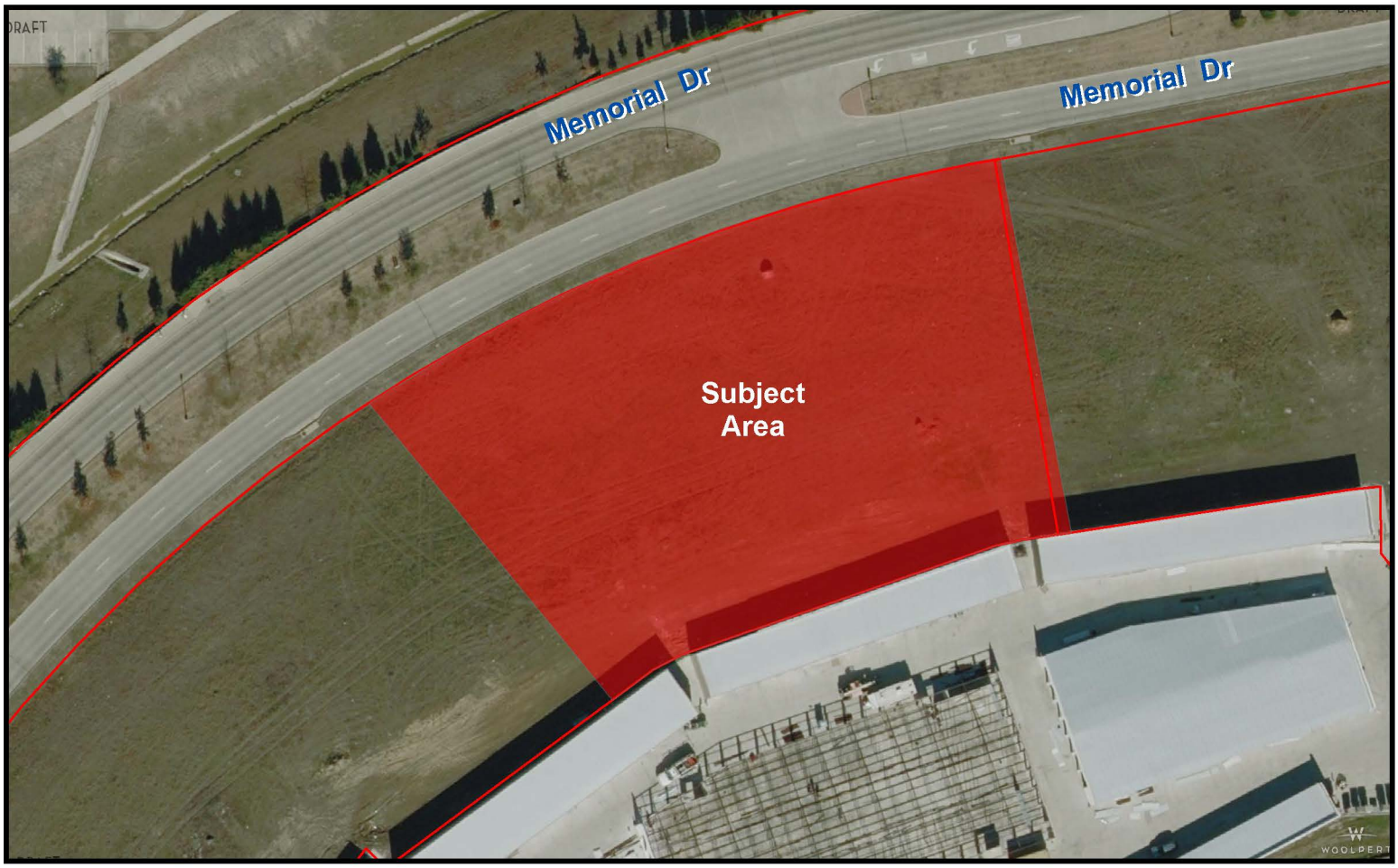
Landscape Amenity	Points Earned
Enhanced landscaping surrounding monument sign	5 points
Outdoor seating space with enhanced paving	5 points
Foundation planting	5 points
Total Points	**15 points**

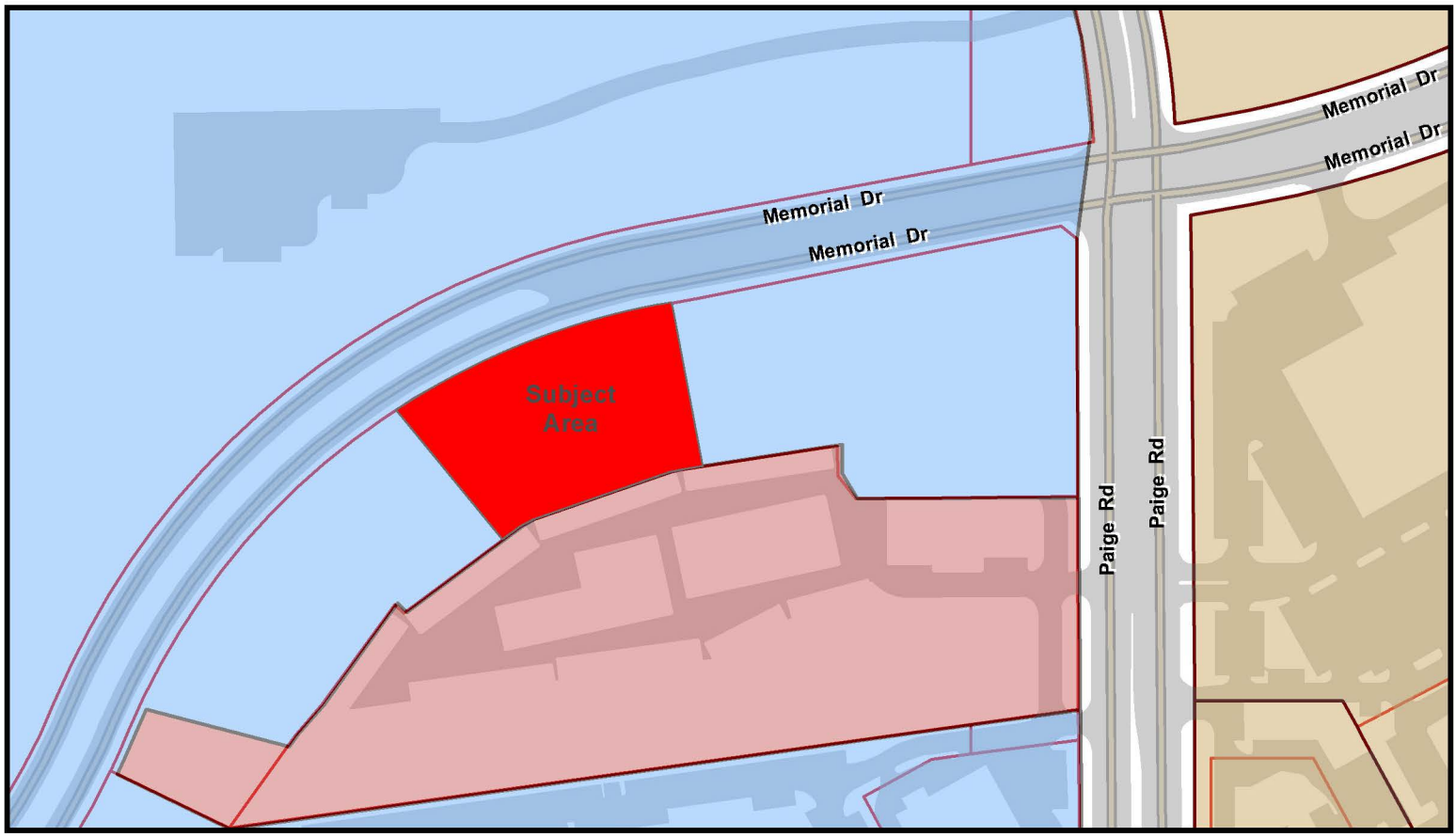
Exterior Building Material

Exterior building material is a combination of 72.8% stucco and 27.2% stone which complies with the Gateway Overlay Ordinance.

Development Review Committee Review

The Development Review Committee finds that the Site Plan meets all applicable requirements of the Zoning Ordinance and Gateway Overlay ordinance, therefore recommends approval.





Project No. SP15-0022 - Project Name: Best Western Premier Site Plan

THE COLONY
City by the Lake

Best Western Premier	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
W E
S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.

BEST WESTERN PREMIER

1.553 ACRES LOT 2, BLOCK 1
MEMORIAL / PATEL ADDITION
CITY OF THE COLONY DENTON COUNTY, TEXAS

0 30 60
SCALE: 1" = 30'

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF THE COLONY.

2. A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT.

3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.

5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P. PG. 128 - 137, AND ANY AMENDMENTS THERETO.

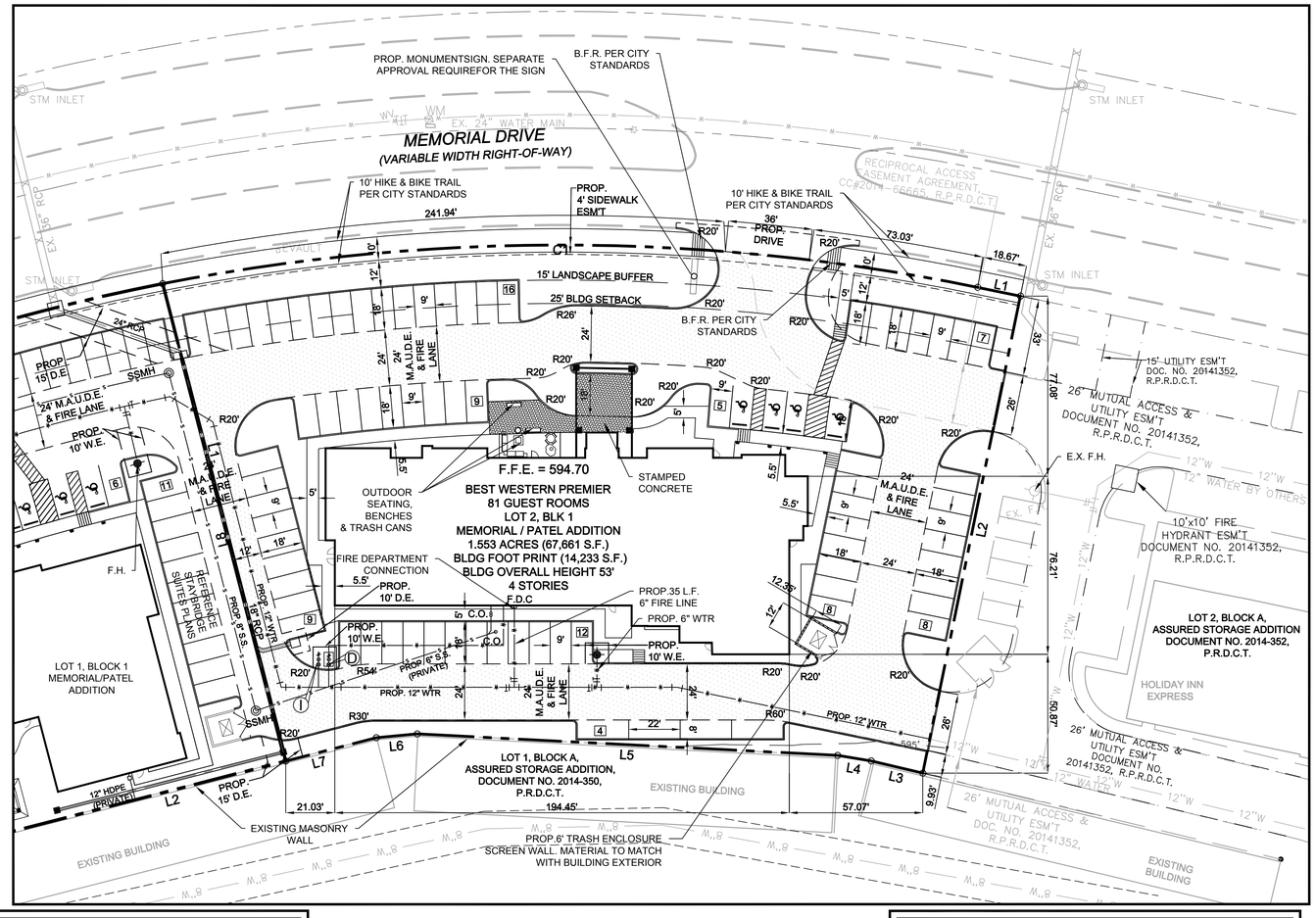
6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.

7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.

9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

10. THE PROPOSED HOTEL BUILDING SHALL BE SPRINKLED.



CURVE DATA				
RADIUS	LENGTH	DELTA	CHRD-B	CHD
885.00'	350.94'	22°43'12"	N68°08'59"E	348.64'

BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	N 79°30'34" E	18.67'
L2	S 10°33'06" E	208.39'
L3	S 81°17'57" W	22.63'
L4	S 77°11'55" W	14.57'
L5	S 70°49'02" W	180.08'
L6	S 62°36'22" W	17.59'
L7	S 53°26'46" W	40.06'
L8	N 36°33'44" W	210.98'

SITE DATA BEST WESTERN LOT 2	
NUMBER OF LOTS	ONE
LAND USE DESIGNATION	BUSINESS PARK "BP"
EXISTING ZONNING	BUSINESS PARK "BP"
GROSS ACREAGE	1.553 ACRES OR 67,661 SQ.FT.
PROPOSED USE	HOTEL
BUILDING AREA	14,233 S.F.
MEETING ROOM AREA	1,000 S.F.
NUMBER OF ROOMS	81
BUILDING HEIGHT	53'
PERCENTAGE OF LOT COVERAGE	0.21:1
IMPERVIOUS AREA	55,632 S.F. OR 82.25%
PERVIOUS AREA	12,387 S.F. OR 17.75%
REQUIRED PARKING (1 SPACE PER ROOM)	81
PROVIDE PARKING	78 + (18 SHARED PARKING) = 96
REQUIRED PARKING HANDICAP	4
PROVIDED PARKING HANDICAP	4

APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____ 2015

DEVELOPMENT SERVICES DIRECTOR

LEGEND

EXISTING BOUNDARY		PROP.BACK FLOW PREVENTER	BFP
EXISTING CURB		PROP.FIRE DEPARTMENT CONNECTION	F.D.C.
EXISTING WATER MAIN	8"W 8" WTR	PROP.BLOCK RETAINING WALL	
EXISTING SANITARY SEWER	18"SS 8" SEWER	PROP.SANITARY SEWER MH	SSMH
EXISTING SEWER MANHOLE	SSMH	PROPOSED CLEAN OUTS	C.O.
EXISTING STREET POLE	SL	MUTUAL, ACCESS, UTILITY & DRAINAGE ESM'T & 24'FIRE LANE	M.A.U.D.E.
EXISTING POWER POLE EXISTING	PP	PROPOSED STAMPED CONCRETE	
STORM SEWER	EX. 24" RCP	PROPOSED FENCE	
EXISTING FIRE HYDRANT	FH	PROPOSED FIRE HYDRANT	
EXISTING STORM INLET	STM INLET	EASEMENT	ESM'T
EXISTING WATER VALVE	WV	SANITARY SEWER ESM'T	S.S.E.
EXISTING WATER METER	WM	DRAINAGE ESM'T	D.E.
BOUNDARY LINE		WATERLINE ESM'T	W.E.
PROPOSED CURB		CLEAN OUT	C.O.
PROPOSED SAW-CUT		GAS METER	GM
PROPOSED STORM INLETS		ELECTRICAL TRANSFORMER	ET
PROPOSED HANDICAP SIGN		FIRE HYDRANT	FH
PROPOSED HANDICAP LOGO		SANITARY SEWER MANHOLE	SSMH
PROPOSED WATER METER	WM	STORM SEWER MANHOLE	STMMH
PROP.CONCRETE WHEEL STOP		DRAIANGE ESM'T	D.E.
PROP.MONUMENT/POLE SIGN		FIRE DEPARTMENT CONNECTION	F.D.C.
		BARRIER FREE RAMP	B.F.R.

WATER METER & SANITARY SEWER SCHEDULE				
ID	TYPE	SIZE	NO.	SAN. SEW.
D	DOM.	3"	1	6"
I	IRR.	1.5"	1	N/A

ENGINEER
TRIANGLE ENGINEERING LLC
1503 ASTORIA DRIVE
ALLEN, TEXAS 75013
CONTACT: KARTAVYA PATEL,P.E.
(KEVIN PATEL)
PH: 214.609.9271

SURVEYOR
A&W SURVEYORS, INC.
P.O. BOX 870029,
MESQUITE, TX. 75187
PHONE: (972) 681-4975
WWW.AWSURVEY.COM

OWNER/DEVELOPER/APPLICANT
PREMIER WEST HOSPITALITY CORP.
7625 CEDAR ELM DRIVE
IRVING, TEXAS 75063
CONTACT: VIREN PATEL
PH: (919) 673-4443

CITY PROJECT # SP15-0022

NO.	DATE	DESCRIPTION	BY
1	08/06/15	1st CITY SUBMITTAL	KP
2	09/11/15	2nd SITE PLAN SUBMITTAL	KP
3	09/25/15	3rd SITE PLAN SUBMITTAL	KP
4	10/01/15	4th SITE PLAN SUBMITTAL	KP

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED
PROFESSIONAL ENGINEER
10/01/15

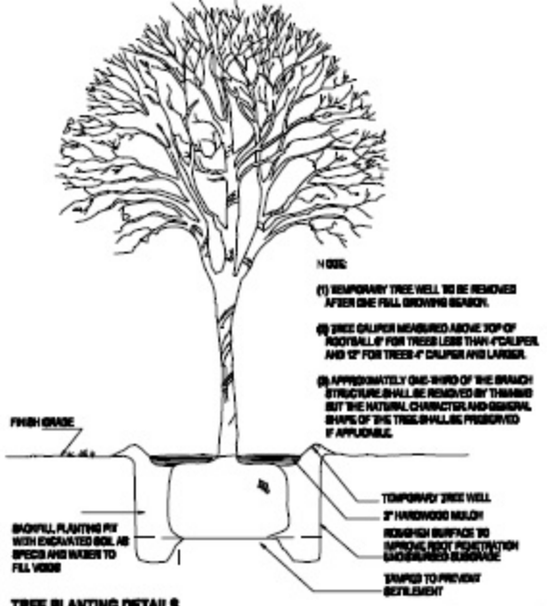
SITE PLAN

BEST WESTERN PREMIER
5290 MEMORIAL DRIVE
CITY OF THE COLONY
DENTON COUNTY, TEXAS 75056

TRIANGLE ENGINEERING LLC
T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013
Planning | Civil Engineering | Construction Management

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	KP	07/10/15	1":30'	046-14	3

TX PE FIRM #11525



NOTE:

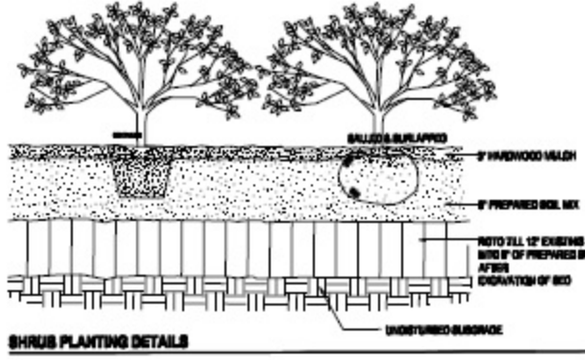
(1) TEMPORARY TREE WELL TO BE REMOVED AFTER ONE FULL GROWING SEASON.

(2) TREE CALIPER MEASURED ABOVE TOP OF ROOTBALL 6" FOR TREES LESS THAN 4" CALIPER AND 12" FOR TREES 4" CALIPER AND LARGER.

(3) APPROXIMATELY ONE-THIRD OF THE BRANCH STRUCTURE SHALL BE REMOVED BY THINNING BUT THE NATURAL CHARACTER AND GENERAL SHAPE OF THE TREE SHALL BE PRESERVED IF APPLICABLE.

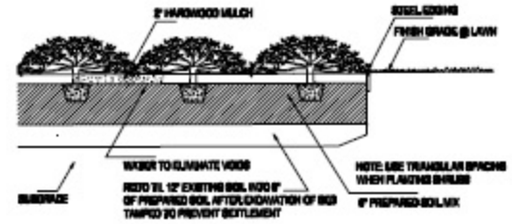
TREE PLANTING DETAILS

NTS



SHRUB PLANTING DETAILS

NTS



GROUND COVER PLANTING DETAIL.

NTS

landscape area

TOTAL SITE AREA : 65,941 SF (1.513 ACRES).

BLDG. AREA (GROUND FLOOR) : 14,233 SF.

TOTAL OPEN AREA : 16,668 SF (24.8% OF SITE AREA).

TOTAL NUMBER OF PARKING SPACES REQUIRED : 91.
PROVIDED : 78.
SHARED PARKING : 18.

gateway overlay district reqirement points : 15

ENHANCED LANDSCAPING PROVIDED SURROUNDING MONUMENT SIGN : 5 POINTS.

PROVIDED OUTDOOR SEATING SPACE WITH ENHANCED PAVING : 5 POINTS. (STAMPED CONCRETE PAVING, 3-BENCHE, 1-RECEPTICLE.)

FOUNDATION PLANTING : 5 POINTS.

TOTAL POINTS PROVIDED : 15 POINTS.

landscape reqirements

TOTAL SITE AREA : 67,841 SF (1.558 ACRES).

STREET YARD AREA PROVIDED : 6,700 SF.
STREET YARD TREES REQUIRED : 14 - 3" CAL. TREES.
PROVIDED : 14- 2" & 3" CAL. TREES

MEMORIAL DRIVE FRONTAGE :
STREET TREES REQUIRED : 19 - 3" CAL. CANOPY TREES
PROVIDED : 19 - 3" CAL. CANOPY TREES.
REQUIRED : 19 - 6' HT. ORNAMENTAL TREES.
PROVIDED : 19 - 6' HT. ORNAMENTAL TREES.
TOTAL # OF TREES REQUIRED 33 - 2" & 3" CAL. TREES
PROVIDED 33 - 3" CAL. TREES.

A. FOUNDATION PLANTING PROVIDED.
B. ENHANCED PAVED SEATING PROVIDED (STAMPED CONC. PAVING, BENCHES AND TRASH RECEPTACLE).
C. PARKING LOT LANDSCAPE AREA REQUIRED 888 SF
PROVIDED 3488 SF
D. IRRIGATION SYSTEM TO BE DRIP SYSTEM FOR PLANTING BED AREAS & SPRAY HEADS FOR LAWN AREAS.

planting notes

1. USE 3/16" STEEL EDGING (PAINTED GREEN).
2. USE 4" "GOOD EARTH" OR EQUIVALENT PLANTING MIX FOR BED PREPARATIONS. ROTOTILL BED MIX TO THE DEPTH OF 12" MINIMUN.
3. ALL THE LAWN AREAS TO BE HYDROMULCHED BERMUDA GRASS.
4. TOP DRESS ALL THE PLANTING BED AREAS WITH 2" DEEP HARD WOOD MULCH, AFTER PLANTING OPERATIONS.
5. THE SITE WILL BE IRRIGATED WITH BELOW GRADE AUTOMATIC IRRIGATION SYSTEM WITH RAIN, FREEZE & WIND SENSOR, THAT IS CAPABLE OF PROVIDING THE PROPER AMOUNT OF WATER FOR PARTICULAR TYPE OF PLANT MATERIAL USED.
6. THE PROPERTY OWNER IS RESPONSIBLE FOR REGULAR WEEDING, MOWING, IRRIGATION, FERTILIZING, PRUNING, AND OTHER MAINTANANCE OF ALL PLANTINGS. THE REQUIRED LANDSCAPING MUST BE MAINTAINED IN A HEALTHY GROWING CONDITION AT ALL TIMES.

proposed tree legend

- TX. RED OAK
- LIVE OAK
- HIGHLINE OAK
- CHINQUAPIN OAK
- LACEBARK ELM
- BALD CYPRESS
- DESERT WILLOW
- TX. REDBUD
- TX. MOUNTAIN LAURIEL
- MEX. PLUM
- CRAPE MYRTLE
- GOLDEN RAINTREE
- BUCK HACKBERRY
- SWEETBAY MAGNOLIA

REF. SCHEDULE FOR QUANTITIES

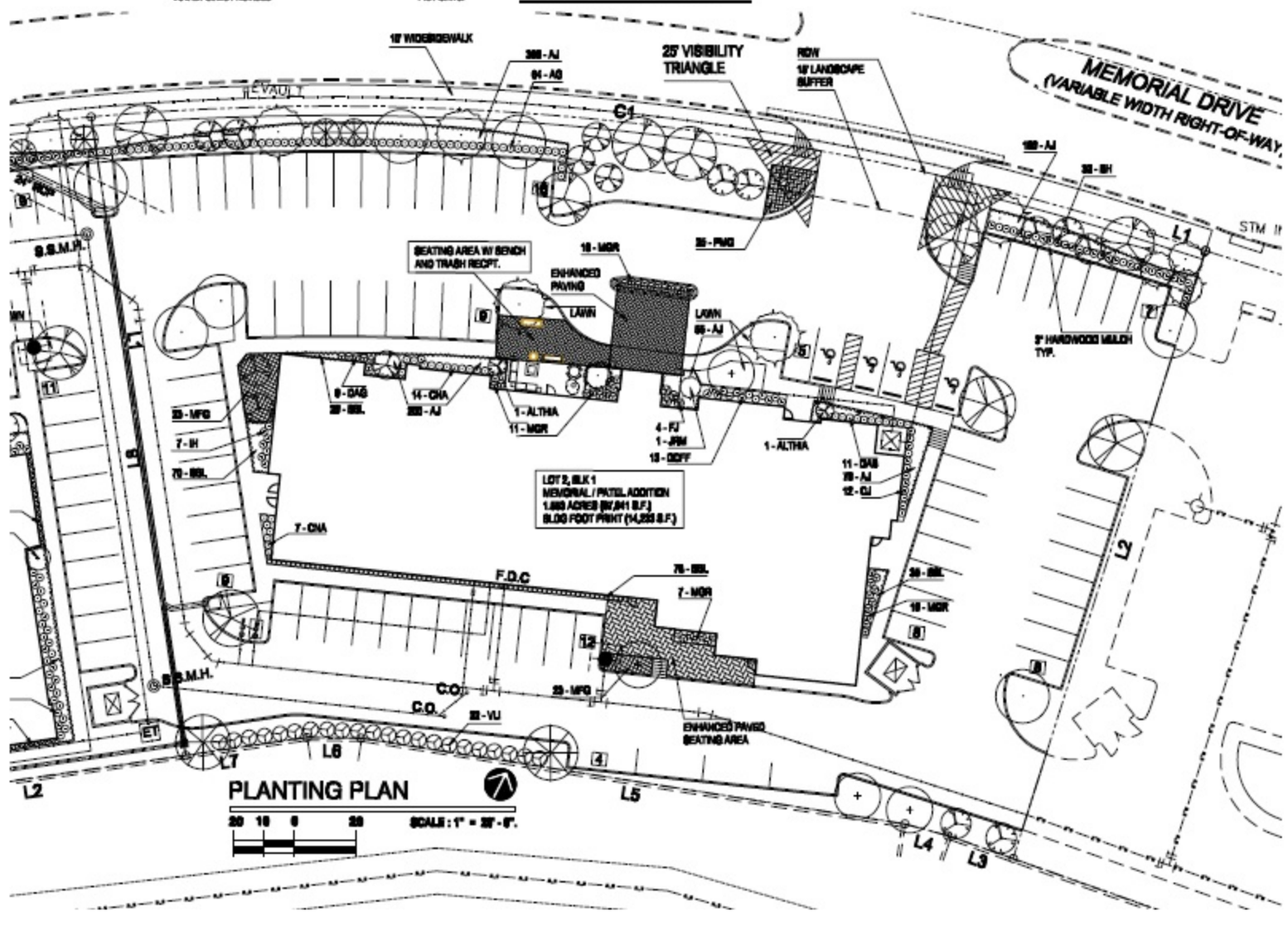
plant schedule

SW.C

QTY	ABV.	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
TREES					
7	LO	Live Oak	Quercus virginiana	3" Caliper	14'-16' ht., 5'-6' sp., full
6	TRO	Southern Red Oak	Quercus shumardii Texana'	3" Caliper	14'-16' ht., 5'-6' sp., full
3	LBE	Lace Bark Elm	Ulmus parvifolia sempervirens	3" Caliper	14'-16' ht., 5'-6' sp., full
4	HRLO	High Rise Live Oak	Quercus virginiana 'QVTA'	3" Caliper	14'-16' ht., 5'-6' sp., full matching.
6	CPO	Chinquapin Oak	Quercus muehlenbergii	3" Caliper	14-16' ht., 5-6' sp., full, matching.
3	BC	Bald Cypress	Taxodium distichum	3" Caliper	14- 16' ht., 4-6' sp., full, matching.
SMALL ORNAMENTAL TREES					
4	TRB	Texas Redbud	Cercis canadensis	3" Caliper, 6'-8' ht., 3-4' sp., full, matching.	
3		Althia	Hibiscus syriacus	5'-6' ht. full.	
1	EH	Evels Hawthorn	Raphiolepis indica	3" Caliper, 5'-6' ht. full.	
3	DW	Desert Willow (Bubba)	Chilopsis linearis	3" Caliper, 8'-10' ht., 5-6' sp, full matching.	
9	CM	Crape Myrtle (red)	Lagerstroemia indica	3" Caliper, 8'-10' ht., 4-6' sp., 3-trunk, full matching.	
1	JRM	Jap. Red Maple	Acer palmatum "Bloodgood"	5-6' ht. full. well rooted.	
2	GR	Golden Rainbow	Koelreuteria paniculata	3" Caliper, 6-8' ht. full, well rooted.	
3		Mexican Plum	Prunus mexicana	3" Caliper, 6-8' ht. full, well rooted.	
SHRUBS					
28	MGR	Martha Gonzales Rose	Rosa spp.	3 gal. full pot; well rooted.	
19	MPR	Mary Pavie Rose	Rosa spp.	3 gal. full pot, well rooted.	
7	IH	Indian Hawthorn	Raphiolepis indica	3 gal. full pot; well rooted.	
17	DAG	Dwf. Abelia	Abelia grandiflora 'Edward Goucher'	3 gal. full pot, well rooted.	
21	CNA	Compact Nandina	Nandina domestica 'Compacta'	3 gal. full pot, well rooted	
12	CJ	Chaysa Japonica	Tamarisca gymnanthera	3 gal. full pot, well rooted.	
13	DCFF	Dwf. Chinese Fringe Flower	Loropetalum chinense 'Nana'	3 gal. full pot, well rooted.	
4	FJ	Fatsia Japonica	Fatsia japonica	3 gal. full pot, well rooted.	
33	VU	Variegated Ligustrum	Ligustrum lucidum variegata	5 gal. full pot, well rooted.	
8	DSH	Dwf. Burford Holly	Ilex cornuta 'Burfordii Nana'	5 gal. full pot, well rooted.	
32	BH	Burford Holly	Ilex cornuta 'Burfordii'	5 gal. full pot, well rooted.	
64	AG	Abelia	Abelia grandiflora	5 gal. full pot, well rooted.	
PERENNIALS, GROUNDCOVER, ORNAMENTAL GRASS & LAWN					
223	BSL	Big/Giant Liriope	Liriope macrea	4" pots, full pot, well rooted, 12" O.C.	
895	AJ	Asian Jasmin	Trachelospermum asiaticum	4" pots, full pot, well rooted, 18" O.C.	
48	MFG	Mexican Feather Grass	Nassella tenuissima	1 gal. full pot, well rooted, 24" O.C.	
35	PMG	Pink Muhly Grass	Muhlenbergia capillaris	1 gal. full pot, well rooted, 30" O.C.	
		Bermudagrass	Cynodon dactylon	Hydromulched.	

site location

NTS



PLANTING PLAN

SCALE : 1" = 20' - 0".

aroids landscape architects
8001 Indian Hills drive, garland, texas 75044 , 972.495.9000

BEST WESTERN PREMIER
OGDEN MEMORIAL DRIVE
COLONY , TEXAS , 75015

revision
SEP. 18, 2015
SEP. 25, 2015
OCT. 01, 2015

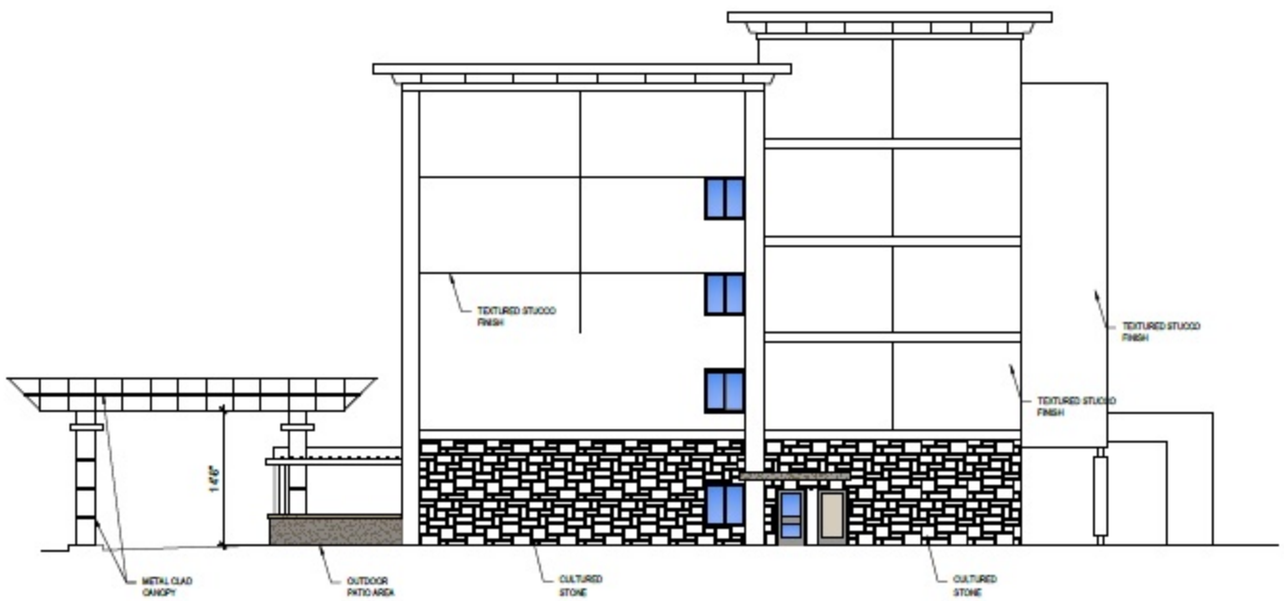
shown
LANDSCAPE PLAN

date
AUG. 03, 2015

sheet
C.BW
LP.01

SP15-0022

1 A5.01 EXTERIOR FRONT ELEVATION
SCALE: 1/8" = 1'-0"



1 A5.01 EXTERIOR RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

FACADE MATERIAL CALCULATION TABLE

MATERIAL	STUCCO AREA/PERCENTAGE	CULTURED STONE/TILE AREA/PERCENTAGE	TOTAL
NORTH FACADE	6884.0 SQ FT 68.8%	2748.0 SQ FT 31.2 %	9632.0 SQ FT
WEST FACADE	2933.0 SQ FT 81.0 %	689.0 SQ FT 19.0 %	3594.0 SQ FT
SOUTH FACADE	8145.0 SQ FT 72.4%	3075.0 SQ FT 27.5 %	11220.0 SQ FT
EAST FACADE	2080.0 SQ FT 74.0%	730.0 SQ FT 26.0 %	2810.0 SQ FT
TOTAL	20043.0 SQ FT 72.8 %	7485.0 SQ FT 27.2 %	27528.0 SQ FT

FACADE MATERIAL AREA CALCULATION

STUCCO AREA- 20043.0- 72.8%

CULTURED VENEER STONE AREA & PORCELAIN TILE - 7485.0 SQ FT- 27.2%

PROJECT MANAGER
RK Patel Design & Planning, LLC
PROJECT ARCHITECT
RGM ARCHITECTS

OWNER
Premier West Hospitality Corp.
7625 CEDAR ELM DRIVE
IRVING , TEXAS 75063

BEST WESTERN PREMIER
MEMORIAL DRIVE
CITY OF COLONY
DALLAS COUNTY, TEXAS

Revisions:

Drawn By: CP
Checked By: RM
Issue Date:
Project No:

Sheet Information:
EXTERIOR ELEVATIONS
Sheet No:
A5.01

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
SITE PLAN
BEST WESTERN PREMIER

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SITE PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR BEST WESTERN PREMIER, A LIMITED SERVICE HOTEL, LOCATED SOUTH OF MEMORIAL DRIVE, NORTH OF ASSURED STORAGE IN THE BUSINESS PARK (BP) ZONING DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Site Plan Application No. SP15-0022 for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Site Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

_____
Joe McCourry, Mayor

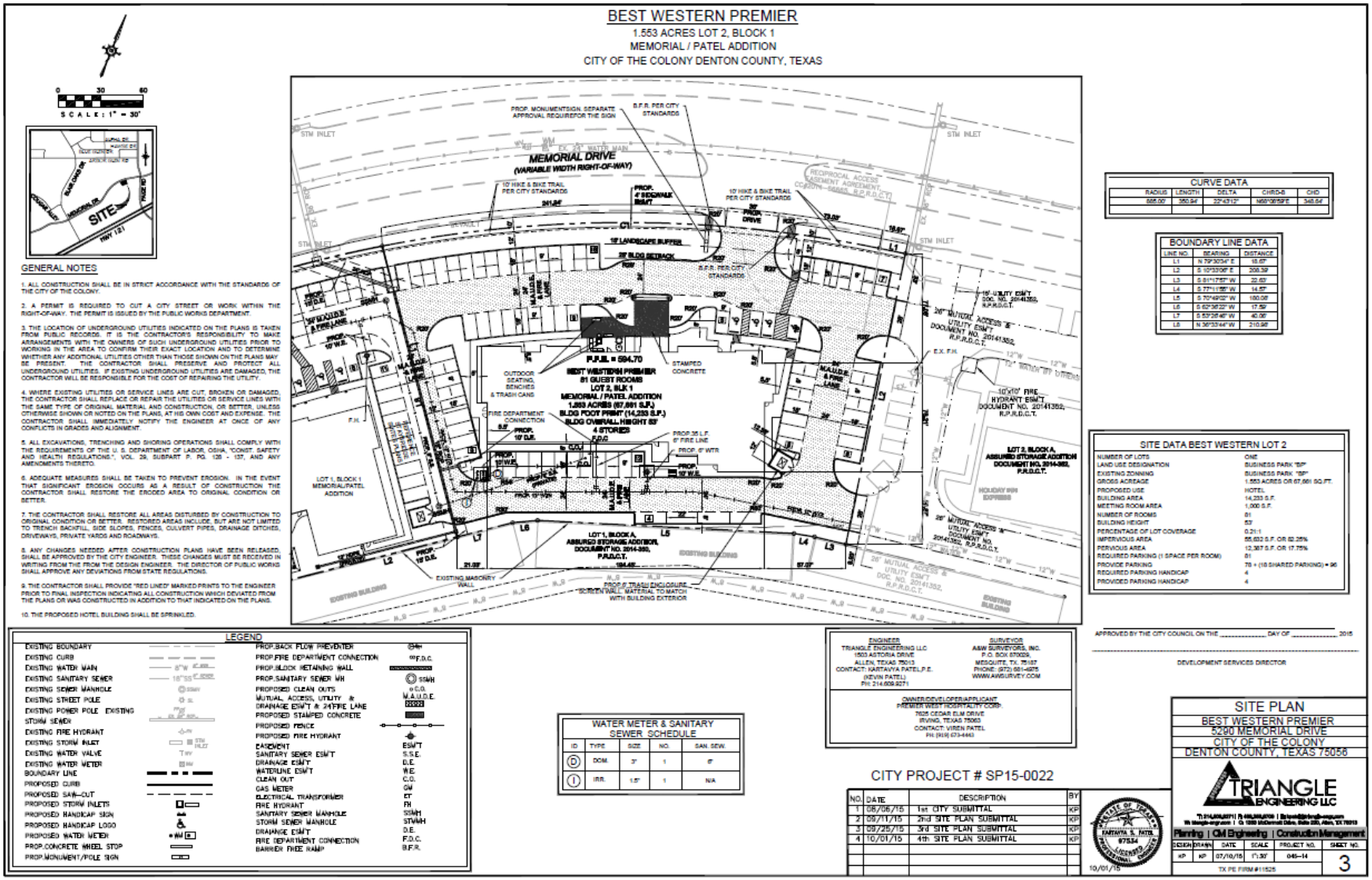
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Site Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Site Plan
Landscape Plan
Elevation 1
Elevation 2
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0021 Staybridge Suites Site Plan***
Discuss and consider a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

OWNER/ENGINEER

Owner/Developer:	Premier West Hospitality Corp.	Irving, Texas
Engineer/Surveyor:	Triangle Engineering	Allen, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of the Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Site Plan meets the requirements of the Appendix A, Zoning Ordinance, Gateway Overlay Ordinance and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Landscape Plan
5. Building Elevation
6. Proposed Ordinance
7. Minutes of October 13, 2015 Planning and Zoning Commission meeting.

ATTACHMENT 1

Staff Analysis

Summary of Request

The applicant is proposing to build a 4 story, 98 guest room limited service hotel, on approximately 2.408 acres, located south of Memorial Drive and north of Assured Storage.

Existing Condition of Property

The subject property is undeveloped.

Platting Status

Final Plat for the property have been approved by Planning and Zoning Commission on October 13, 2015.

Adjacent Zoning/Land Use

North - Business Park (BP), Five Star Sports Complex across Memorial Drive
South - Light Commercial (LC), Assured Storage
East - Business Park (BP), Vacant Land
West - Light Commercial (LC), Assured Storage

Land Use Analysis

City Council approved a Specific Use Permit (SUP) for limited service hotel on January 20, 2015 for Staybridge Suites.

Gateway Overlay District Amenities

Section 10A-1000, Public Amenities and Standards requires commercial developments greater than one (1) acre but less than five (5) acres in size incorporate one (1) public amenity. The one amenity can be chosen from the following list, as found in Section 10A-100 (a)(3) of the Gateway Overlay District:

(A) Patio or Plaza with seating area;
(B) Landscaped mini-parks, squares or greens;
(C) Water feature; or
(D) Outdoor public art.

The applicant has proposed outdoor seating space with enhanced paving.

Infrastructure Improvements

The City is not planning any specific public infrastructure improvements for this area other than infrastructure required for the development of the Staybridge Suites.

Circulation and Parking

The proposed facility will have access from Memorial Drive through a driveway. The parking ratio for limited service hotel is 1 space per guest room. The parking provided meets the specific requirements of Section 13, Vehicular Parking, Parking Lot, and On-Site Traffic Regulations of Zoning Ordinance.

Parking Standard	Parking Required
Parking calculation for Staybridge: 1 spaces per guest room (98 rooms)	98 spaces (5 ADA)
Total Parking Provided	103 spaces (5 ADA)

Landscaping and Irrigation

The applicant is proposing landscaping made up of a combination of Southern Red Oak, Live Oak, Lacebark Elm, Bald Cypress, and Crape Myrtles, Burford Holly to meet the requirements of the Gateway Overlay and Zoning Ordinance. Thirty six (36%) percent of the site has been proposed for landscaping. 14 – 2" & 3" caliper trees have been proposed for street yard. 15 – 3" caliper canopy trees and 23 – 8' height ornamental trees have been proposed along Memorial Drive frontage.

Gateway Landscaping Amenities Requirements

In addition, a development of this size (between one and three acres) in the Gateway Overlay District must provide additional landscaping amenities to meet the requirement of fifteen (15) Landscape Points. The applicant has provided the following landscaping amenities to meet this requirement:

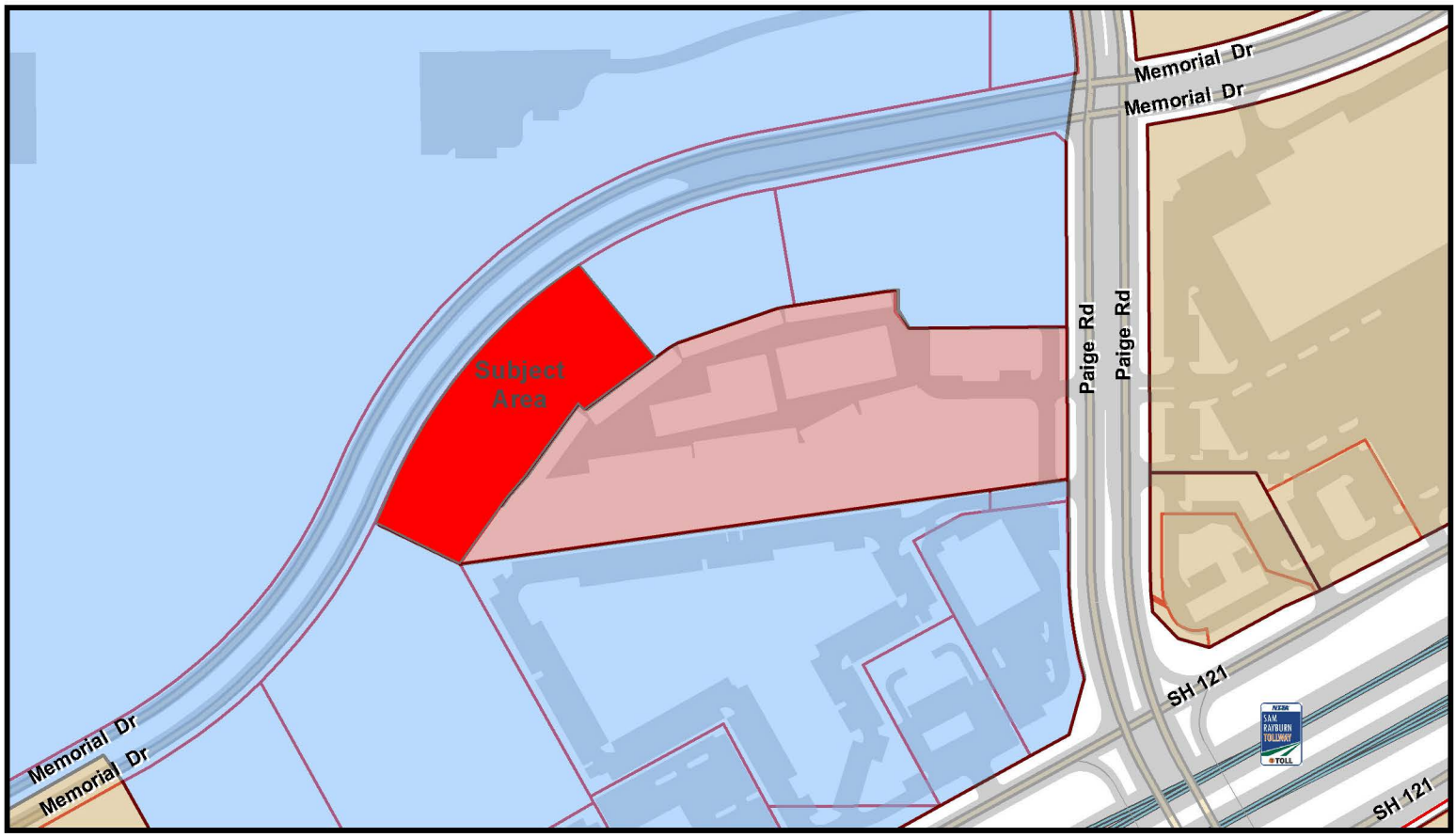
Landscape Amenity	Points Earned
Enhanced landscaping surrounding monument sign	5 points
Outdoor seating space with enhanced paving	5 points
Foundation planting	5 points
Total Points	**15 points**

Exterior Building Material

Exterior building material is a combination of 68.4% stucco and 31.6% stone which complies with the Gateway Overlay Ordinance.

Development Review Committee Review

The Development Review Committee finds that the Site Plan meets all applicable requirements of the Zoning Ordinance and Gateway Overlay ordinance, therefore recommends approval.



Project No. SP15-0021 - Project Name: Staybridge Suites Site Plan

THE COLONY
City by the Lake

Staybridge Suites	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
W E
S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.

STAYBRIDGE SUITES

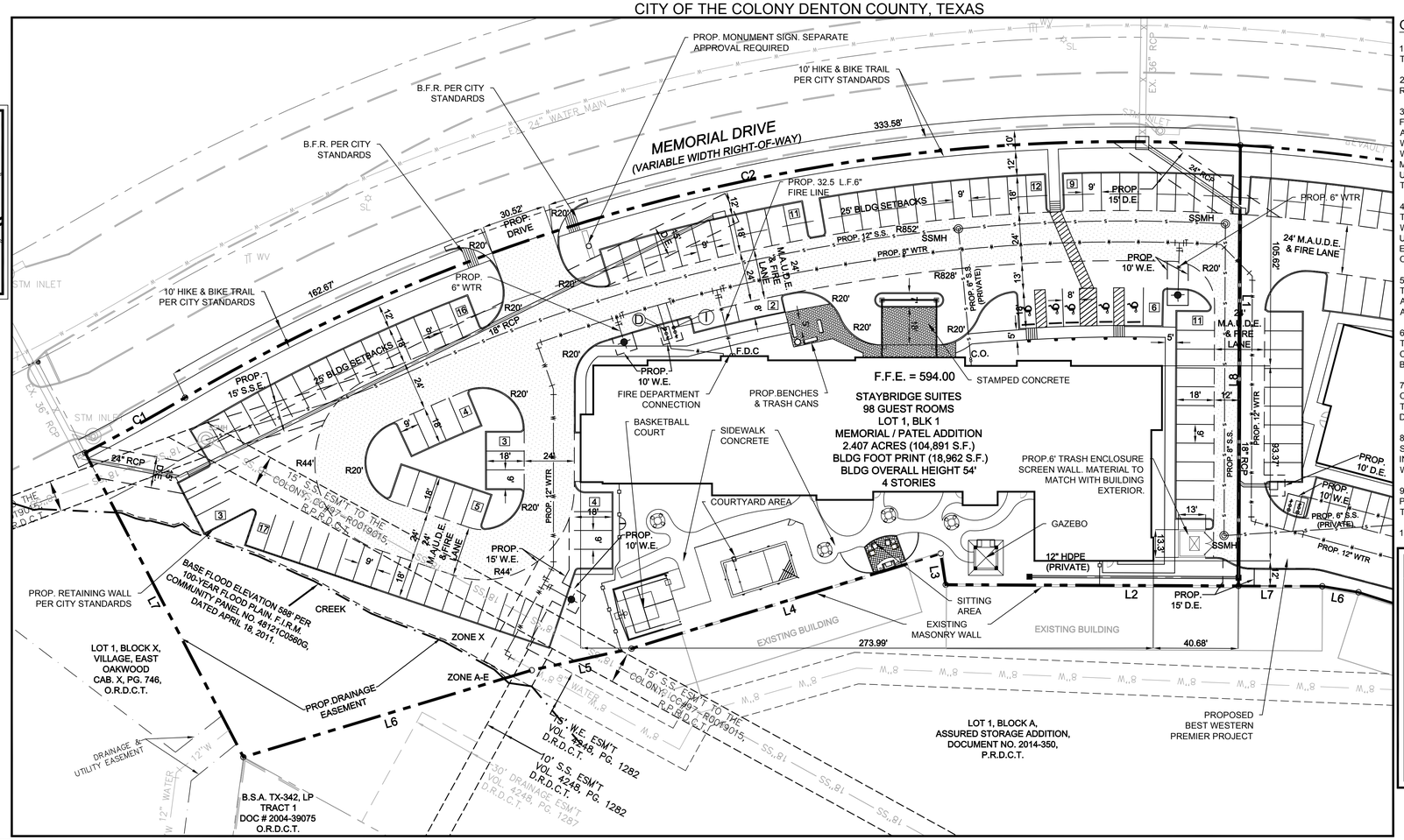
2.407 ACRES LOT 1, BLOCK 1

MEMORIAL / PATEL ADDITION

CITY OF THE COLONY DENTON COUNTY, TEXAS

0 30 60

SCALE: 1" = 30'



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF THE COLONY.

2. A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT.

3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.

5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P. PG. 128 - 137, AND ANY AMENDMENTS THERETO.

6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.

7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.

9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

10. THE PROPOSED HOTEL BUILDING SHALL BE SPRINKLED.

SITE DATA STAYBRIDGE SUITES LOT 1

NUMBER OF LOTS	ONE
LAND USE DESIGNATION	BUSINESS PARK "BP"
EXISTING ZONNING	BUSINESS PARK "BP"
GROSS ACREAGE	2.408 ACRES OR 104,869 SQ.FT.
PROPOSED USE	HOTEL
BUILDING AREA	18,982 S.F.
MEETING ROOM AREA	823 S.F.
NUMBER OF ROOMS	98
BUILDING HEIGHT	54'
PERCENTAGE OF LOT COVERAGE	0.19:1
IMPERVIOUS AREA	73,015 S.F. OR 69.62%
PERVIOUS AREA	31,854 S.F. OR 30.38%
REQUIRED PARKING (1 SPACE PER ROOM)	98
PROVIDE PARKING	103
REQUIRED PARKING HANDICAP	5
PROVIDED PARKING HANDICAP	5

LEGEND

EXISTING BOUNDARY		PROP.BACK FLOW PREVENTER	WH
EXISTING CURB		PROP.FIRE DEPARTMENT CONNECTION	F.D.C.
EXISTING WATER MAIN	8"W 8" WTR	PROP.BLOCK RETAINING WALL	
EXISTING SANITARY SEWER	18"SS 8" SEWER	PROP.SANITARY SEWER MH	SSMH
EXISTING SEWER MANHOLE	SSMH	PROPOSED CLEAN OUTS	C.O.
EXISTING STREET POLE	SL	MUTUAL, ACCESS, UTILITY & DRAINAGE ESM'T & 24'FIRE LANE	M.A.U.D.E.
EXISTING POWER POLE EXISTING	PP	PROPOSED STAMPED CONCRETE	
STORM SEWER	EX. 24" RCP	PROPOSED FENCE	
EXISTING FIRE HYDRANT	FH	PROPOSED FIRE HYDRANT	
EXISTING STORM INLET	STM INLET	EASEMENT	ESM'T
EXISTING WATER VALVE	WV	SANITARY SEWER ESM'T	S.S.E.
EXISTING WATER METER	WM	DRAINAGE ESM'T	D.E.
BOUNDARY LINE		WATERLINE ESM'T	W.E.
PROPOSED CURB		CLEAN OUT	C.O.
PROPOSED SAW-CUT		GAS METER	GM
PROPOSED STORM INLETS		ELECTRICAL TRANSFORMER	ET
PROPOSED HANDICAP SIGN		FIRE HYDRANT	FH
PROPOSED HANDICAP LOGO		SANITARY SEWER MANHOLE	SSMH
PROPOSED WATER METER	WM	STORM SEWER MANHOLE	STMMH
PROP.CONCRETE WHEEL STOP		DRAIANGE ESM'T	D.E.
PROP.MONUMENT/POLE SIGN		FIRE DEPARTMENT CONNECTION	F.D.C.
		BARRIER FREE RAMP	B.F.R.

WATER METER & SANITARY SEWER SCHEDULE

ID	TYPE	SIZE	NO.	SAN. SEW.
D	DOM.	3"	1	6"
I	IRR.	1.5"	1	N/A

BOUNDARY LINE DATA

LINE NO.	BEARING	DISTANCE
L1	S 36°33'44" E	210.98'
L2	S 53°26'46" W	140.02'
L3	N 45°53'49" W	15.15'
L4	S 36°04'45" W	154.73'
L5	S 40°58'57" W	48.86'
L6	S 36°25'01" W	144.06'
L7	N 64°14'33" W	164.16'

CURVE DATA

CURB NO.	RADIUS	LENGTH	DELTA	CHRD-B	CHD
C1	985.00'	54.57'	03°10'26"	N24°16'23"E	54.56'
C2	885.00'	526.78'	34°06'15"	N39°44'16"E	519.03'

ENGINEER
TRIANGLE ENGINEERING LLC
1503 ASTORIA DRIVE
ALLEN, TEXAS 75013
CONTACT: KARTAVYA PATEL,P.E.
(KEVIN PATEL)
PH: 214.609.9271

SURVEYOR
A&W SURVEYORS, INC.
P.O. BOX 870029,
MESQUITE, TX. 75187
PHONE: (972) 681-4975
WWW.AWSURVEY.COM

OWNER/DEVELOPER/APPLICANT
THE COLONY HOSPITALITY CORPORATION
7625 CEDAR ELM DRIVE
IRVING, TEXAS 75063
CONTACT: VIREN PATEL
PH: (919) 673-4443

APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____ 2015

_____

DEVELOPMENT SERVICES DIRECTOR

CITY PROJECT # SP15-0021

NO.	DATE	DESCRIPTION	BY
1	08/06/15	1st CITY SUBMITTAL	KP
2	09/11/15	2nd SITE PLAN SUBMITTAL	KP
3	09/25/15	3rd SITE PLAN SUBMITTAL	KP
4	10/01/15	4th SITE PLAN SUBMITTAL	KP

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED
PROFESSIONAL ENGINEER
10/01/15

SITE PLAN

STAYBRIDGE SUITES

5280 MEMORIAL DRIVE

CITY OF THE COLONY

DENTON COUNTY, TEXAS 75056

TRIANGLE ENGINEERING LLC

T: 214.609.9271 | F: 469.359.6709 | E: kpatel@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

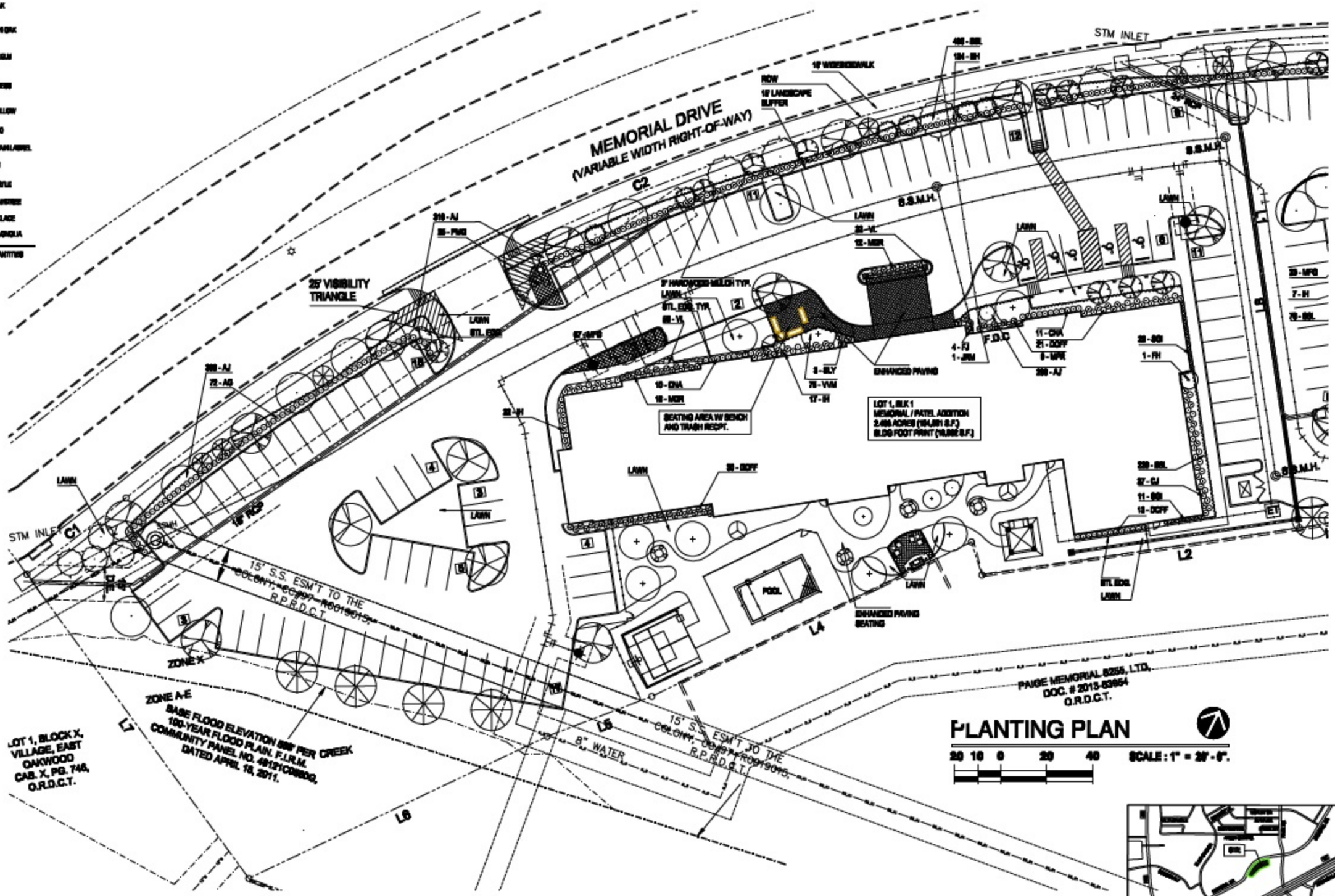
DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	KP	07/10/15	1":30'	046-14	3

TX PE FIRM #11525

proposed tree legend

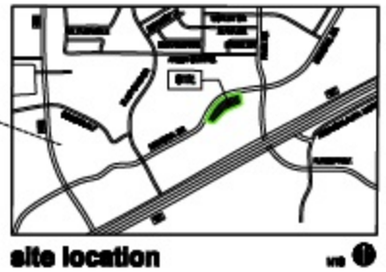
- TX. RED OAK
- LIVE OAK
- HALLIAS OAK
- CHINQUAPIN OAK
- LACEBARK ELM
- BALD CYPRESS
- DESERT WILLOW
- TX. REDBUD
- TX. MOUNTAIN LAUREL
- MEX. PLUM
- CRAPE MYRTLE
- GOLDEN RAINTREE
- EVES NECKLACE
- SWEET BAY MAGNOLIA

REF. SCHEDULE FOR QUANTITIES



PLANTING PLAN

20 10 0 20 40 SCALE : 1" = 20' - 0".



site location

aroids landscape architects

STAYBRIDGE SUITES
6000 MEMORIAL DRIVE
GALENA PARK, TEXAS 77547

revision
- SEP. 18, 2015
- SEP. 25, 2015
- OCT. 01, 2015

shown
LANDSCAPE PLAN

date
AUG. 03, 2015

sheet
C.SB
LP.01

SP 15-0021

FACADE MATERIAL CALCULATION TABLE

MATERIAL	STUCCO AREA/PERCENTAGE	CULTURED STONE/TILE AREA/PERCENTAGE	TOTAL
NORTH FACADE	7195.0 SQ FT 59.2%	4920.0 SQ FT 35.8%	12135.0 SQ FT
WEST FACADE	3464.0 SQ FT 35.0%	1030.0 SQ FT 23.6%	4687.0 SQ FT
SOUTH FACADE	8160.0 SQ FT 68.0%	3735.0 SQ FT 31.2%	11895.0 SQ FT
EAST FACADE	3220.0 SQ FT 65.0%	1040.0 SQ FT 35.0%	3330.0 SQ FT
TOTAL	20043.0 SQ FT 68.4%	9485.0 SQ FT 31.6%	30528.0 SQ FT

FACADE MATERIAL AREA

STUCCO AREA= 20043.0= 68.4%

CULTURED VENEER STONE AREA = 9485.0 SQ FT= 31.6%

COLOR SCHEDULE

- C-1 — STUCCO (FINE SAND TEXTURE) SW-6387 - COMPATIBLE CREAM
- C-2 — STUCCO (FINE SAND TEXTURE) SW-6374 - TORCHLIGHT
- C-3 — EIFS (LIMESTONE TEXTURE) PAINTED METAL AWNINGS, AND PREFAB BALCONY SW-6055 - LIGHT FRENCH GRAY
- C-4 — ALUMINUM (WINDOWS, STOREFRONT, & PTAC GRILLS) - WHITE
- C-5 — EIFS (LIMESTONE TEXTURE)
- C-6 — CULTURED STONE VENEER (MOUNTAINLEDGE)

KEY NOTES:

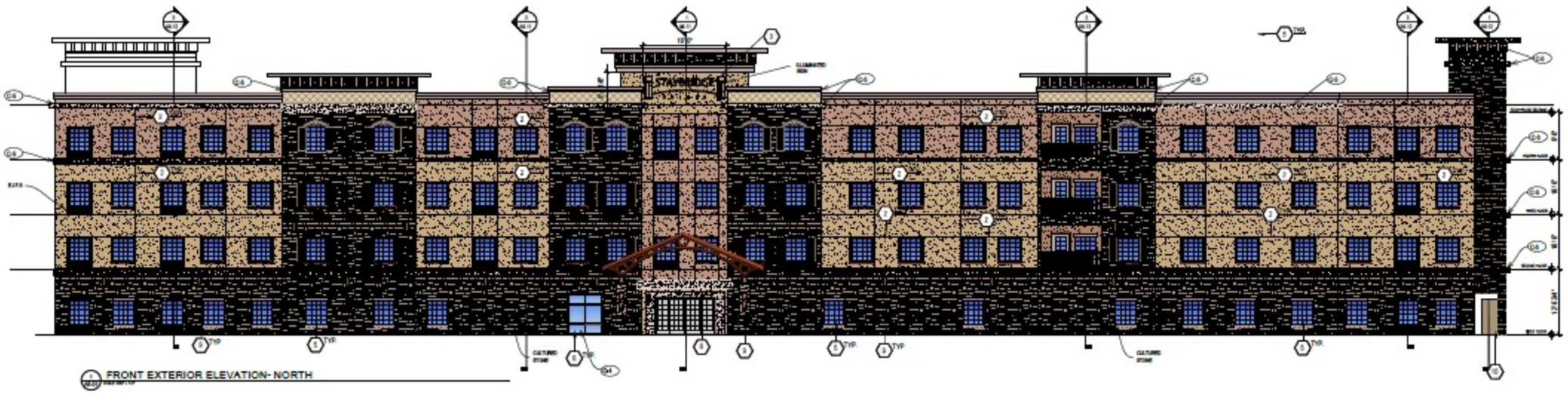
1. ROOF SCUPPER
2. CONTROL JOINT
3. SIGNAGE - COORDINATE ELECTRICAL REQUIREMENTS AS NEEDED- REFER TO 'BUILDING SIGNAGE' BELOW
4. EXTERIOR INSULATION FINISH SYSTEM
5. VYNYL WINDOWS AND LOUVERS, THERMALLY BROKEN FRAME
6. ALUMINUM STOREFRONT, THERMALLY BROKEN FRAME, KYNAR 500 FINISH
7. PRE-FINISHED METAL LOUVERS AT DRYER VENTS, KYNAR 500 FINISH
8. AUTOMATIC SLIDING DOORS
9. EXTERIOR WALL SCONCE
10. INSULATED HOLLOW METAL DOOR AND FRAME
11. CLEARANCE SIGN
12. SLOPE DRIVE 1:48 MAX (1:54 RECOMMENDED) TO DRAIN OUT FROM UNDER CANOPY.
13. PROVIDE EXTERIOR LOUVERS TO MATCH LOOK OF PTAC-BASED WINDOWS. PROVIDE INSULATED PANEL BEHIND LOUVER AT NON-PTAC LOCATIONS
14. GUEST LAUNDRY THRU WALL VENT FOR OPTIONAL LAUNDRY IF USED
15. HARD SURFACE BASE MATERIAL STONE
16. FLAT ROOF ABOVE
17. WELCOME SIGNAGE - REFER TO EXTERIOR SIGNAGE SPECIFICATIONS FOR ADDITIONAL INFORMATION

BUILDING SIGNAGE

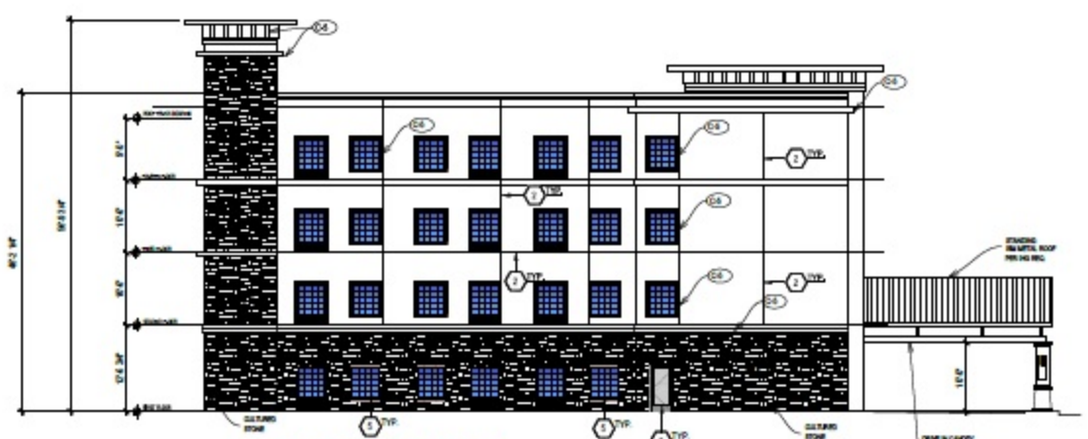
1. ALL SIGNAGE INDICATED FOR ILLUSTRATIVE PURPOSES ONLY. LOCATION, SIZE, ETC. TO BE DETERMINED ON AN INDIVIDUAL PROJECT BASIS.
2. MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.
3. ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL 120V REQUIREMENT.
4. RACEWAYS / WIREWAYS ARE NOT ALLOWED
5. PERMANENT ACCESS DOORS TO INTERIOR OF ALL PARAPETS WHERE SIGNS ARE LOCATED TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE INSIDE PARAPET WALL.
6. GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND/OR REMOTE TRANSFORMERS COORDINATED AND/OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

GENERAL NOTES:

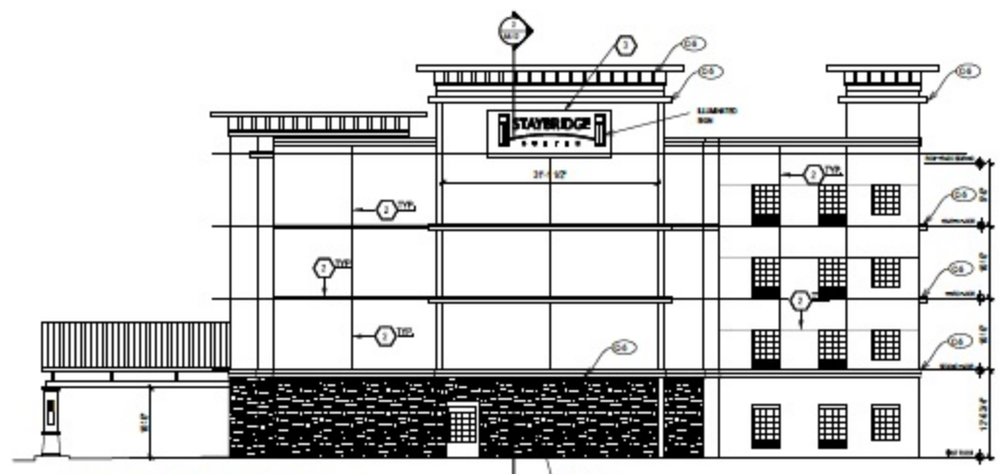
1. ALL ROOF TOP EQUIPMENT, PLUMBING, VENTS, CONDENSING UNITS, EXHAUST FANS, BOILER FLUES, ETC. ARE TO BE CONCEALED FROM VIEW BEHIND PARAPET WALLS
2. DO NOT EXCEED (5) STRUCTURAL BAYS WITHOUT INTRODUCING A VERTICAL ELEMENT (I.E. BUILDING OFFSET, PILASTER, ETC.)



1 FRONT EXTERIOR ELEVATION- NORTH



1 LEFT EXTERIOR ELEVATION- EAST



1 RIGHT EXTERIOR ELEVATION- WEST

IHG PROJECT NUMBER

TX-DFWCL/17566

PROJECT MANAGER
RK Patel Design & Planning, LLC
PROJECT ARCHITECT
RGM ARCHITECTS

OWNER
Colony Hospitality Corp.
7625 CEDAR ELM DRIVE
IRVING , TEXAS 75063

STAYBRIDGE BY IHG
MEMORIAL DRIVE
CITY OF COLONY
DALLAS COUNTY, TEXAS

Revisions:

Sheet Information:
EXTERIOR ELEVATIONS
Sheet No:
A5.01

FACADE MATERIAL CALCULATION TABLE

MATERIAL	STUCCO AREA/PERCENTAGE	CULTURED STONE/TILE AREA/PERCENTAGE	TOTAL
NORTH FACADE	7195.0 SQ FT 66.0%	4000.0 SQ FT 35.8 %	11133.0 SQ FT
WEST FACADE	3494.0 SQ FT 76.6 %	1066.0 SQ FT 23.4 %	4560.0 SQ FT
SOUTH FACADE	6150.0 SQ FT 65.0%	3310.0 SQ FT 35.0 %	9460.0 SQ FT
EAST FACADE	2200.0 SQ FT 65.0%	1190.0 SQ FT 35.0 %	3390.0 SQ FT
TOTAL	20043.0 SQ FT 68.4 %	9566.0 SQ FT 31.6 %	29609.0 SQ FT

FACADE MATERIAL AREA

STUCCO AREA= 20043.0= 68.4%

CULTURED VENEER STONE AREA = 7485.0 SQ FT= 31.6%

COLOR SCHEDULE

C-1	STUCCO (FINE SAND TEXTURE) SW-6387 • COMPATIBLE CREAM
C-2	STUCCO (FINE SAND TEXTURE) SW-6374 • TORCHLIGHT
C-3	EIFS (LIMESTONE TEXTURE) PAINTED METAL AWNINGS, AND PREFAB, BALCONY SW-6055 • LIGHT FRENCH GRAY
C-4	ALUMINUM (WINDOWS, STOREFRONT, & PTAC GRILLS)- WHITE
C-5	EIFS (LIMESTONE TEXTURE)
C-6	CULTURED STONE VENEER (MOUNTAINLEDGE)

KEY NOTES:

1. ROOF SCUPPER
2. CONTROL JOINT
3. SIGNAGE - COORDINATE ELECTRICAL REQUIREMENTS AS NEEDED- REFER TO 'BUILDING SIGNAGE' BELOW
4. EXTERIOR INSULATION FINISH SYSTEM
5. VYNYL WINDOWS AND LOUVERS, THERMALLY BROKEN FRAME
6. ALUMINUM STOREFRONT, THERMALLY BROKEN FRAME, KYNAR 500 FINISH
7. PRE-FINISHED METAL LOUVERS AT DRYER VENTS, KYNAR 500 FINISH
8. AUTOMATIC SLIDING DOORS
9. EXTERIOR WALL SCONCE
10. INSULATED HOLLOW METAL DOOR AND FRAME
11. CLEARANCE SIGN
12. SLOPE DRIVE 1:48 MAX (1:64 RECOMMENDED) TO DRAIN OUT FROM UNDER CANOPY.
13. PROVIDE EXTERIOR LOUVERS TO MATCH LOOK OF PTAC-BASED WINDOWS. PROVIDE INSULATED PANEL BEHIND LOUVER AT NON-PTAC LOCATIONS
14. GUEST LAUNDRY THRU WALL VENT FOR OPTIONAL LAUNDRY IF USED
15. HARD SURFACE BASE MATERIAL STONE
16. FLAT ROOF ABOVE
17. WELCOME SIGNAGE - REFER TO EXTERIOR SIGNAGE SPECIFICATIONS FOR ADDITIONAL INFORMATION

BUILDING SIGNAGE

1. ALL SIGNAGE INDICATED FOR ILLUSTRATIVE PURPOSES ONLY. LOCATION, SIZE, ETC. TO BE DETERMINED ON AN INDIVIDUAL PROJECT BASIS.
2. MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.
3. ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL 120V REQUIREMENT.
4. RACEWAYS / WIREWAYS ARE NOT ALLOWED
5. PERMANENT ACCESS DOORS TO INTERIOR OF ALL PARAPETS WHERE SIGNS ARE LOCATED TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE INSIDE PARAPET WALL.
6. GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND/OR REMOTE TRANSFORMERS COORDINATED AND/OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

GENERAL NOTES:

1. ALL ROOF TOP EQUIPMENT, PLUMBING, VENTS, CONDENSING UNITS, EXHAUST FANS, BOILER FLUES, ETC. ARE TO BE CONCEALED FROM VIEW BEHIND PARAPET WALLS
2. DO NOT EXCEED (8) STRUCTURAL BAYS WITHOUT INTRODUCING A VERTICAL ELEMENT (I.E. BUILDING OFFSET, PILASTER, ETC.)

1 REAR EXTERIOR ELEVATION- SOUTH

IHG PROJECT NUMBER

TX-DFWCL/17566

PROJECT MANAGER
RK Patel Design & Planning, LLC
PROJECT ARCHITECT
RGM ARCHITECTS

OWNER
Colony Hospitality Corp.
7625 CEDAR ELM DRIVE
IRVING , TEXAS 75063

STAYBRIDGE BY IHG
MEMORIAL DRIVE
CITY OF COLONY
DALLAS COUNTY, TEXAS

Revisions:

Drawn By: CP
Checked By: RM
Issue Date:
Project No:

Sheet Information:
EXTERIOR ELEVATIONS
Sheet No:
A5.02

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
SITE PLAN
STAYBRIDGE SUITES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SITE PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR STAYBRIDGE SUITES, A LIMITED SERVICE HOTEL, LOCATED SOUTH OF MEMORIAL DRIVE, NORTH OF ASSURED STORAGE IN THE BUSINESS PARK (BP) ZONING DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Site Plan Application No. SP15-0021 for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Site Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

_____
Joe McCourry, Mayor

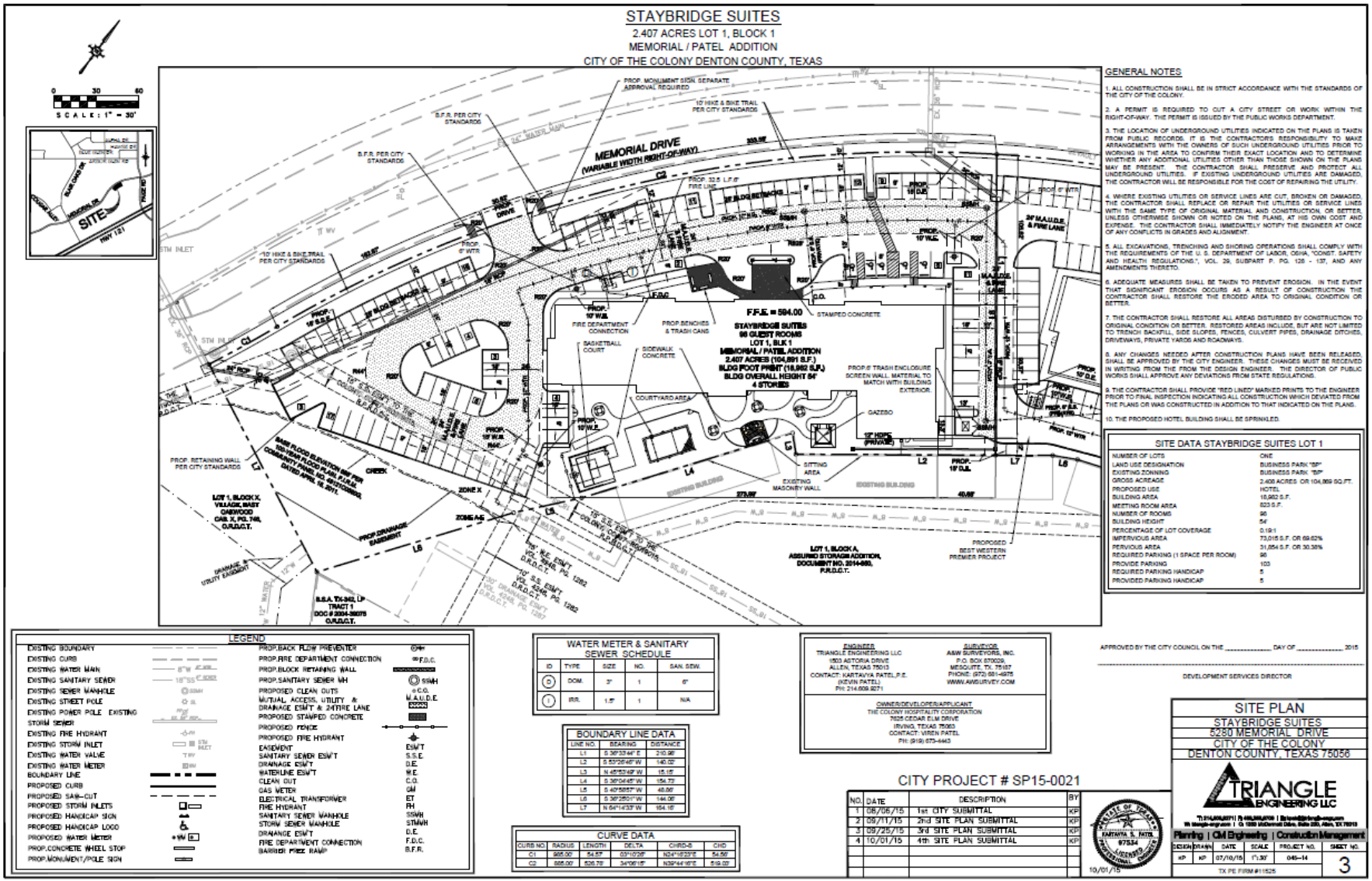
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Site Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a Development Plan for Grandscape Boardwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding the Grandscape Boardwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Development Plan Page 1
Development Plan Page 2
Development Plan Page 3
Development Plan Page 4
Landscape Plan Page 1
Landscape Plan Page 2
Landscape Plan Page 3
Landscape Plan Page 4
Landscape Plan Page 5
Landscape Plan Page 6
Landscape Plan Page 7
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0020 Grandscape Boardwalk Parking Development Plan***
Discuss and consider a request for Development Plan for Grandscape Boardwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Boardwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

OWNER/ENGINEER

Owner/Developer:	LMG Ventures LLC	Omaha, Nebraska
Engineer/Surveyor:	Graham Associates	Arlington, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of the Development Plan for Grandscape Boardwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Boardwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Development Plan meets the requirements of the Appendix A, Zoning Ordinance, PD 25 and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Proposed Landscape Plan
5. Proposed Ordinance
6. Minutes of October 13, 2015 Planning and Zoning Commission meeting.

ATTACHMENT 1

Staff Analysis

Summary of Request
The applicant is proposing to build 576 parking spaces for associated retail/restaurant uses.

Existing Condition of Property
The subject property is undeveloped.

Platting Status
The property is platted as part of Grandscape Addition Ph II.

Adjacent Zoning/Land Use
North - SH 121 and Village at 121 development across SH 121
South - Planned Development 25 (PD 25) – Vacant land
East - Planned Development 25 (PD 25) – Vacant land
West - Planned Development 25 (PD 25) – Vacant land

Land Use Analysis
Parking for associated retail/restaurant uses are allowed under PD 25.

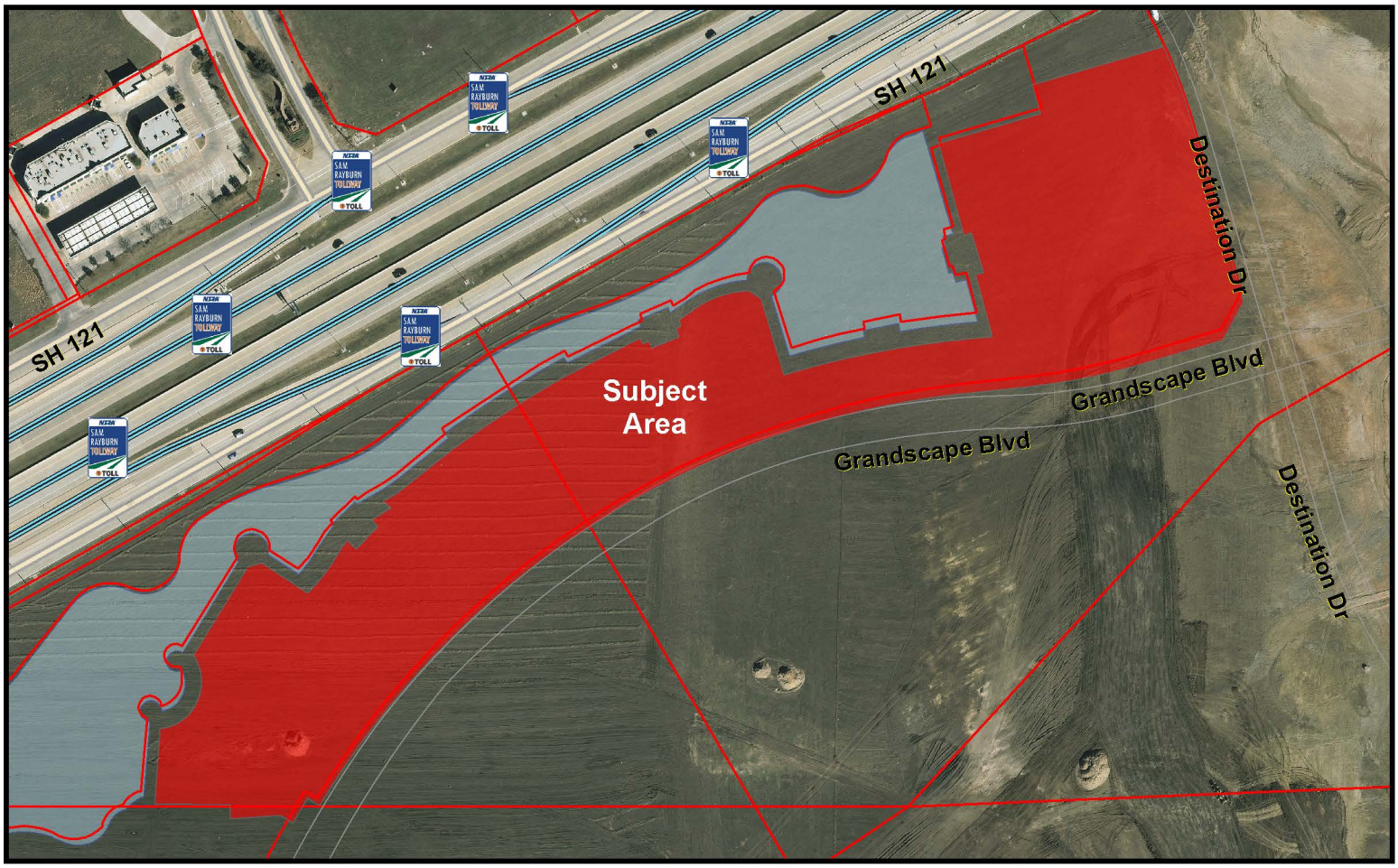
Infrastructure Improvements
The City is not planning any specific public infrastructure improvements for this area.

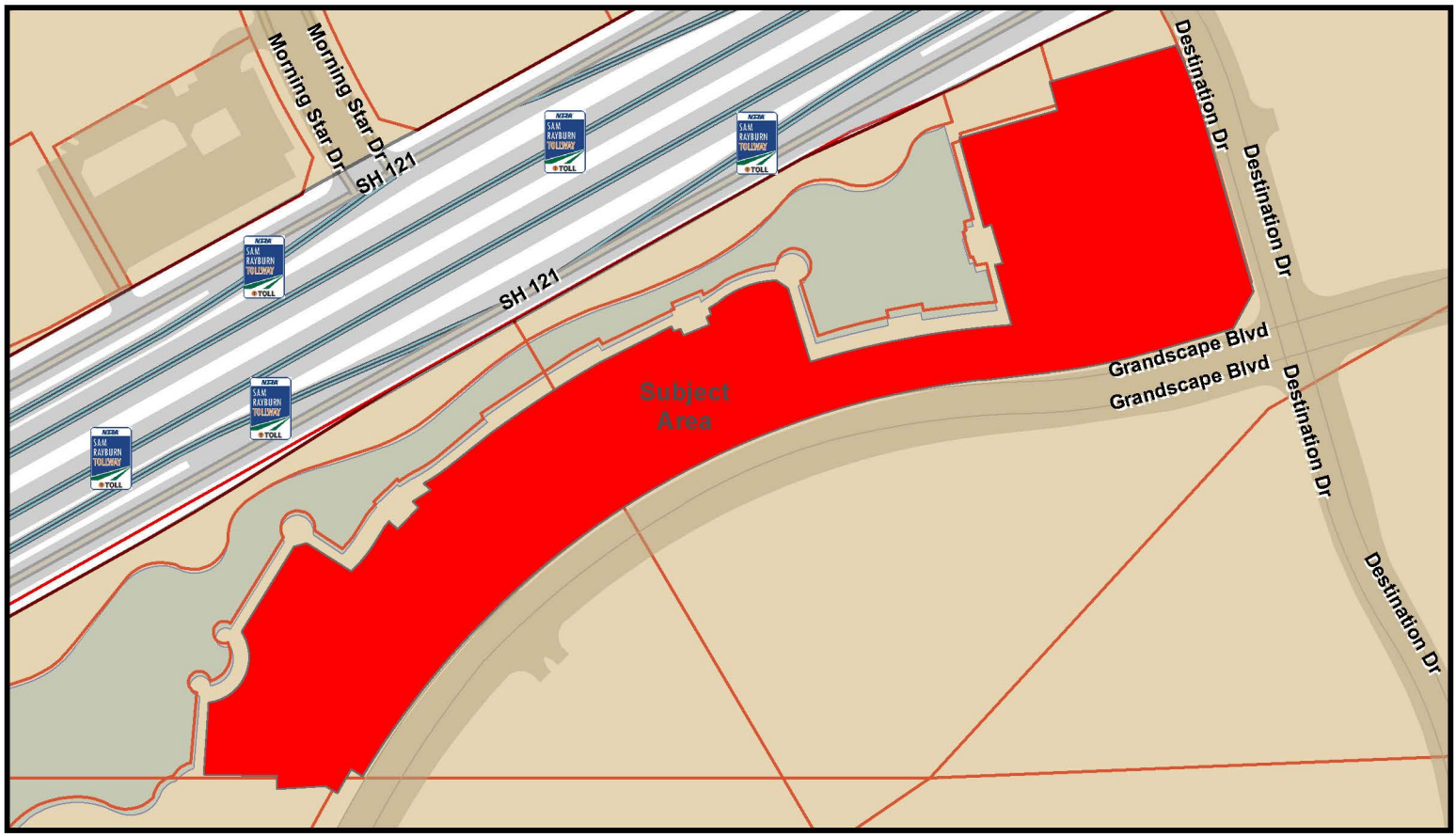
Circulation and Parking
The parking ratio for restaurants is 1 space per 200 sf of gross floor area. The parking provided meets the specific requirements PD 25 Ordinance.

Parking Standard	Parking Required
1 space per 200 sf of gross floor area	248 spaces
Total Parking Provided	576 spaces

Landscaping and Irrigation
The applicant is proposing landscaping made up of a combination of Shumard Oak, Live Oak, Allee Elm, Chinese Pistache and Crape Myrtles, Redbud to meet the requirements of the PD 25 and Zoning Ordinance. More than twenty percent (20%) of the site has been proposed for landscaping. 116 trees 3 caliper inch has been proposed including street trees and street yard trees. Parking lot interior landscaping has been proposed @ ninety (90) sf landscaping per 12 parking spaces.

Development Review Committee Review
The Development Review Committee finds that the Development Plan meets all applicable requirements of the Zoning Ordinance and Planned Development 25, therefore recommends approval.





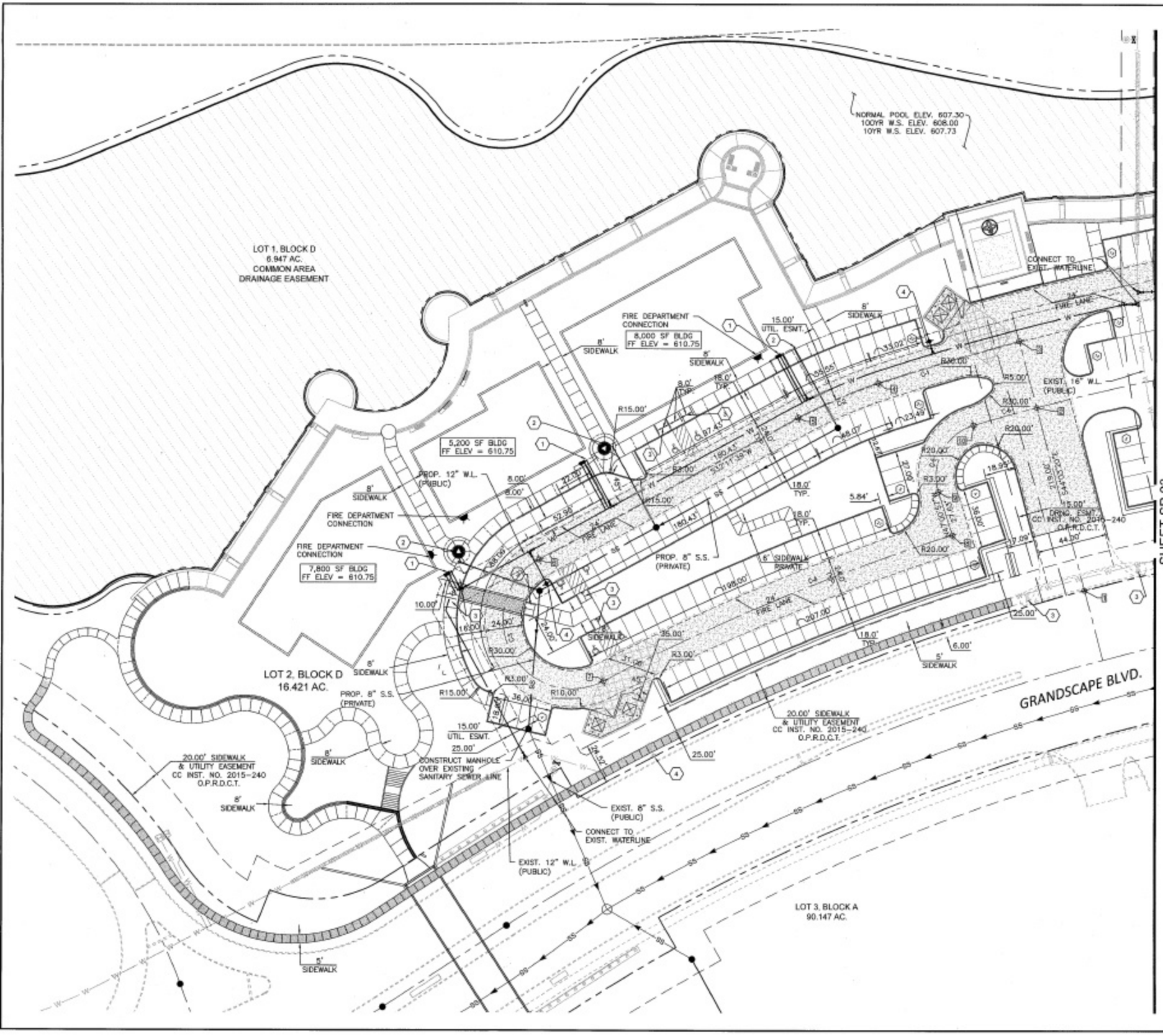
Project No. SP15-0020 - Project Name: Grandscape Broadwalk Parking

THE COLONY
City by the Lake

Grandscape Broadwalk Parking	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
W E
S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	3° 32' 54"	1451.00'	44.95'	89.88'
C-2	18° 12' 37"	380.00'	35.18'	53.42'
C-3	179° 52' 05"	42.00'	4997.99'	131.24'
C-4	9° 48' 26"	1349.00'	115.94'	231.32'
C-5	91° 59' 54"	32.00'	32.13'	51.61'
C-6	18° 10' 16"	1499.00'	237.95'	471.49'

Point Table		
Point #	Northing	Easting
1	7,079,683.6678	2,470,830.2062
2	7,079,766.2444	2,470,750.2405
3	7,079,796.4285	2,470,721.0356
4	7,079,731.9821	2,470,658.4292
5	7,079,689.5441	2,470,626.1057
6	7,079,536.8535	2,470,529.9728
7	7,079,491.5037	2,470,600.6756
8	7,079,673.3845	2,470,743.1433
9	7,079,692.2212	2,470,722.9321
10	7,079,737.9861	2,470,721.8535

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

NOTE:
1. ALL DIMENSION ARE TO FACE OF CURB, FACE OF BUILDING OR FACE OF RETAINING WALL UNLESS OTHER WISE NOTED.
2. FIRE SPRINKLERS SYSTEMS REQUIRED ON ALL BUILDINGS.
3. ALL CONSTRUCTION SHALL COMPLY WITH CITY ORDINANCE #2014-2044 ADOPTING THE 2012 IFC.
4. ALL EASEMENTS TO BE PLATTED WITH LOT 2, BLOCK D, GRANDSCAPE ADDITION PHASE 2.
5. ALL BARRIER FREE RAMPS ON PUBLIC SIDEWALKS SHALL BE BUILT TO CITY STANDARDS.
6. FIRE DEPARTMENT CONNECTIONS ARE SHOWN FOR CONCEPT ONLY. FINAL LOCATION SHALL BE BASED ON FINAL BUILDING LOCATION, ORIENTATION AND USE. FIRE DEPARTMENT CONNECTION LOCATIONS SHALL MEET OR EXCEED CITY OF THE COLONY REQUIREMENTS.
7. THE COLOR AND PATTERN OF ALL VEHICULAR PAVERS AND CROSSWALKS SHALL BE CONSISTENT WITH THE EXISTING GRANDSCAPE DEVELOPMENT STREET PAVERS.

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SAWCUT
- FIRE LANE
- DUMPSTER PAD & APRON
- BRICK PAVERS
- PUBLIC SIDEWALK
- PRIVATE SIDEWALK

KEY NOTES

1. 2" DOMESTIC WATER SERVICE & METER, 1" IRRIGATION SERVICE & METER AND 6" FIRE LINE (DDCV BY OTHERS)
2. 6" SANITARY SEWER SERVICE CONNECTION
3. BARRIER FREE RAMP
4. FIRE HYDRANT

GRAPHIC SCALE 1"=30'
30 0 30 60

STATE OF TEXAS
M.L. PETERSON
92728
LICENSED
PROFESSIONAL ENGINEER
10-01-2015

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

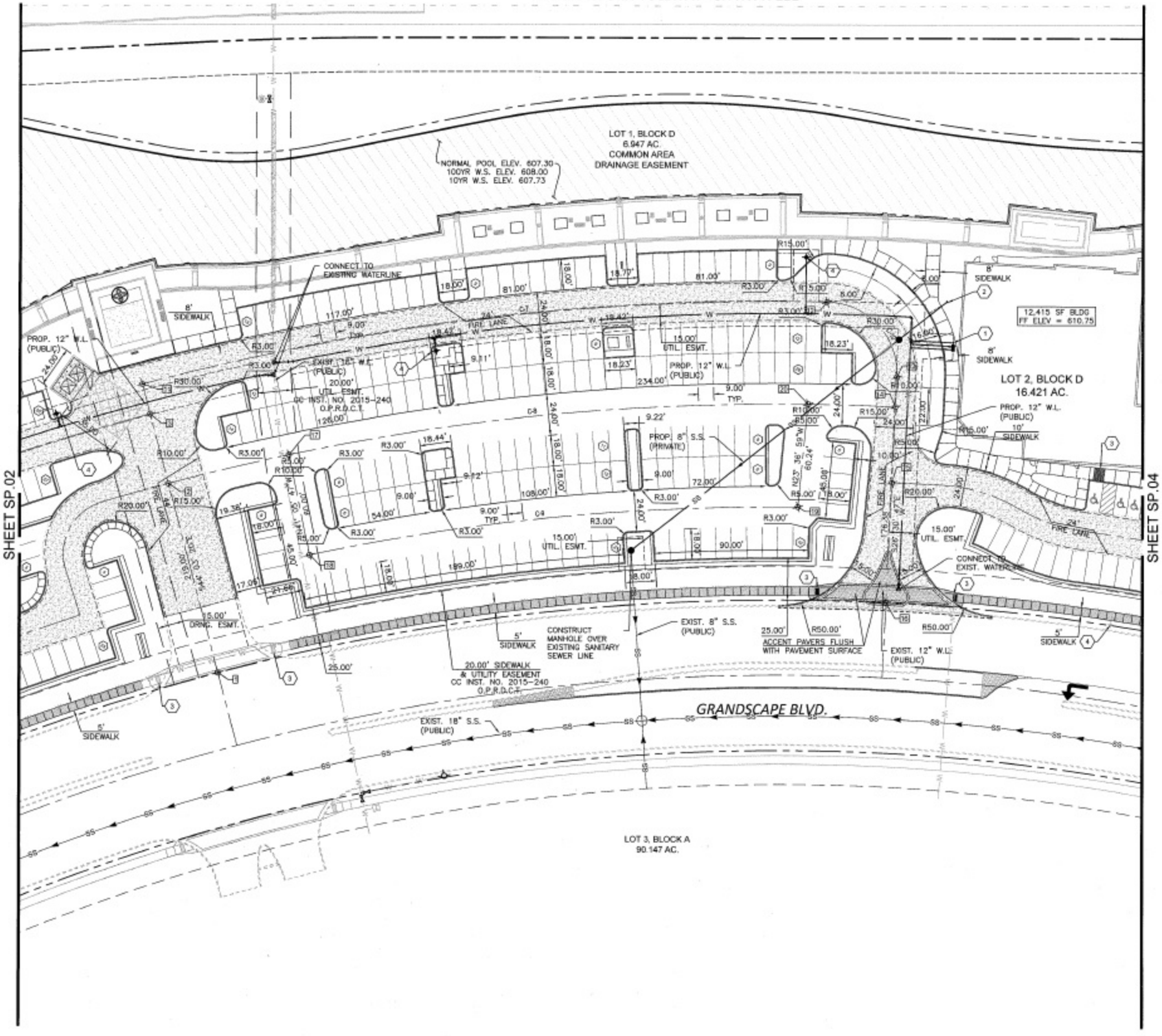
SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
500 SH 114 EAST BYPASS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM F-1195/TBPLS FIRM 10193640

DRAWN BY: GAI	PROJECT NO. 2508-1042	SHEET SP.02
DATE: 9/30/2015	SHEET 2 OF 8	

SAM RAYBURN TOLLWAY - SH HWY. 121



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-7	18° 51' 21"	1408.80'	234.57'	465.52'
C-8	19° 18' 18"	1408.80'	237.95'	471.45'
C-9	12° 19' 08"	1348.80'	144.98'	288.67'
C-10	51° 47' 12"	42.00'	43.58'	67.21'

Point Table		
Point #	Northing	Easting
1	7,079,683.5978	2,470,830.2062
2	7,079,766.2444	2,470,750.2405
3	7,079,796.4286	2,470,721.0356
11	7,079,809.3645	2,470,708.6192
12	7,080,048.2806	2,471,035.8235
13	7,080,030.0147	2,471,093.2534
14	7,080,014.4609	2,471,101.0127
15	7,079,974.8268	2,471,120.7849
16	7,079,911.5553	2,471,152.3491
17	7,079,815.4717	2,470,803.8198
19	7,079,935.4416	2,471,079.4931
20	7,079,860.6350	2,471,055.3608

CAUTION:

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6. FIRE DEPARTMENT CONNECTIONS ARE SHOWN FOR CONCEPT ONLY. FINAL LOCATION SHALL BE BASED ON FINAL BUILDING LOCATION, ORIENTATION AND USE. FIRE DEPARTMENT CONNECTION LOCATIONS SHALL MEET OR EXCEED CITY OF THE COLONY REQUIREMENTS.
7. THE COLOR AND PATTERN OF ALL VEHICULAR PAVERS AND CROSSWALKS SHALL BE CONSISTENT WITH THE EXISTING GRANDSCAPE DEVELOPMENT STREET PAVERS.

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SAWCUT
- FIRE LANE
- DUMPSTER PAD & APRON
- BRICK PAVERS
- PUBLIC SIDEWALK
- PRIVATE SIDEWALK

KEY NOTES

1. 2" DOMESTIC WATER SERVICE & METER, 1" IRRIGATION SERVICE & METER AND 6" FIRE LINE (DDCV BY OTHERS)
2. 6" SANITARY SEWER SERVICE CONNECTION
3. BARRIER FREE RAMP
4. FIRE HYDRANT

GRAPHIC SCALE 1"=30'
30 0 30 60

STATE OF TEXAS
M.L. PETERSON
10-01-2015

PROJECT NO. SP15-0020

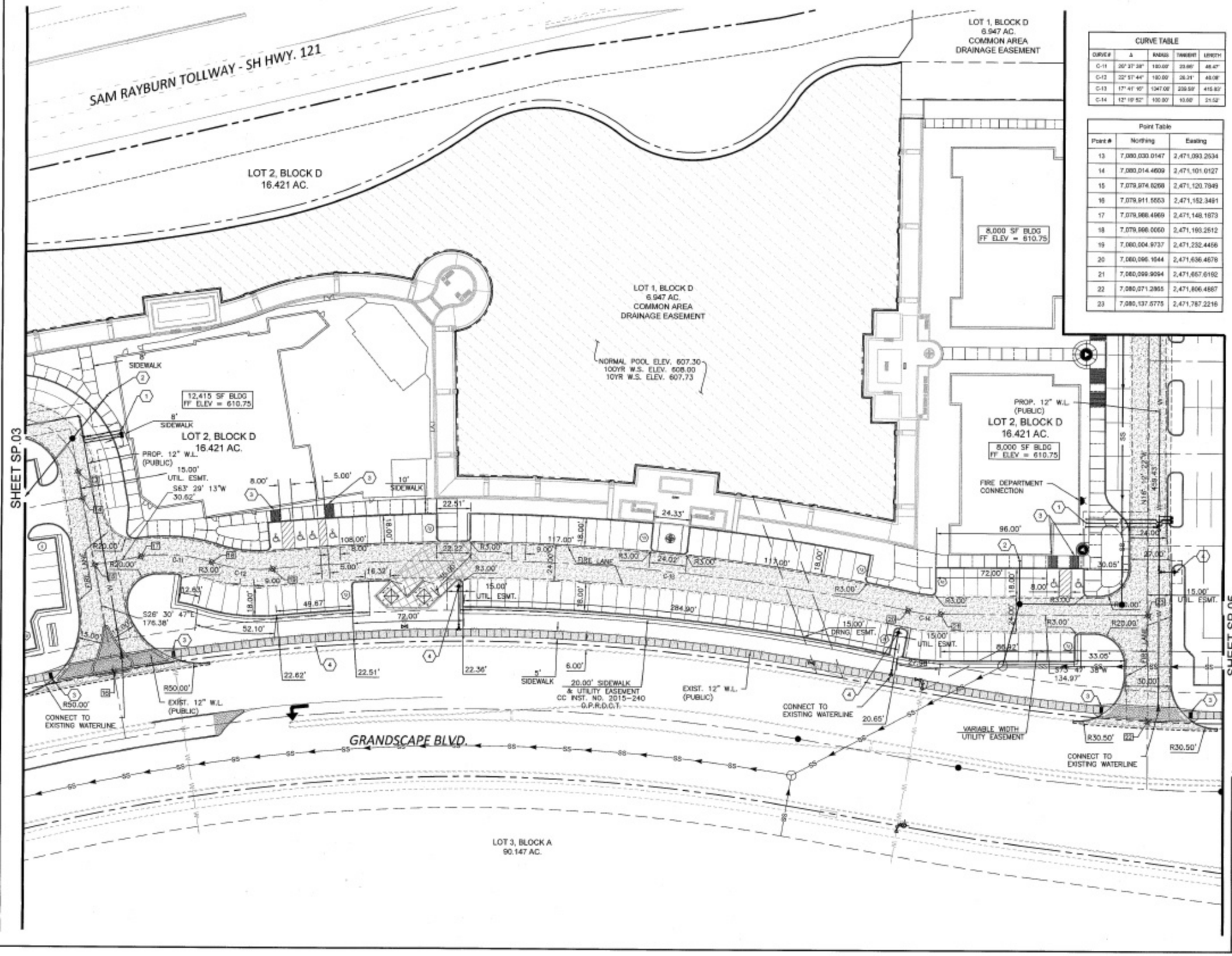
THE COLONY City by the Lake
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

DRAWN BY: GAI	PROJECT NO. 2808-1042	SHEET
DATE: 6/08/2015	SHEET 3 OF 8	SP.03



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-11	20° 37' 38"	180.00'	23.66'	46.47'
C-12	22° 57' 44"	180.00'	26.31'	48.08'
C-13	17° 41' 10"	1347.00'	209.59'	415.83'
C-14	12° 19' 52"	100.00'	10.90'	21.52'

Point Table		
Point #	Northing	Easting
13	7,080,030.0147	2,471,093.2534
14	7,080,014.4609	2,471,101.0127
15	7,079,974.0268	2,471,120.7949
16	7,079,911.5553	2,471,152.3491
17	7,079,988.4969	2,471,148.1873
18	7,079,988.0060	2,471,193.2512
19	7,080,004.9737	2,471,232.4456
20	7,080,096.1644	2,471,636.4678
21	7,080,099.9094	2,471,657.6162
22	7,080,071.2865	2,471,806.4867
23	7,080,137.5775	2,471,787.2216

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

NOTE:
1. ALL DIMENSION ARE TO FACE OF CURB, FACE OF BUILDING OR FACE OF RETAINING WALL UNLESS OTHER WISE NOTED.
2. FIRE SPRINKLERS SYSTEMS REQUIRED ON ALL BUILDINGS.
3. ALL CONSTRUCTION SHALL COMPLY WITH CITY ORDINANCE #2014-2044 ADOPTING THE 2012 IFC.
4. ALL EASEMENTS TO BE PLATTED WITH LOT 2, BLOCK D, GRANDSCAPE ADDITION PHASE 2.
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LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SAWCUT
- FIRE LANE
- DUMPSTER PAD & APRON
- BRICK PAVERS
- PUBLIC SIDEWALK
- PRIVATE SIDEWALK

KEY NOTES

1. 2" DOMESTIC WATER SERVICE & METER, 1" IRRIGATION SERVICE & METER AND 6" FIRE LINE (DDCV BY OTHERS)
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3. BARRIER FREE RAMP
4. FIRE HYDRANT

STATE OF TEXAS
M.L. PETERSON
82728
LICENSED
10-01-2015

GRAPHIC SCALE 1"=30'
30 0 30 60

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

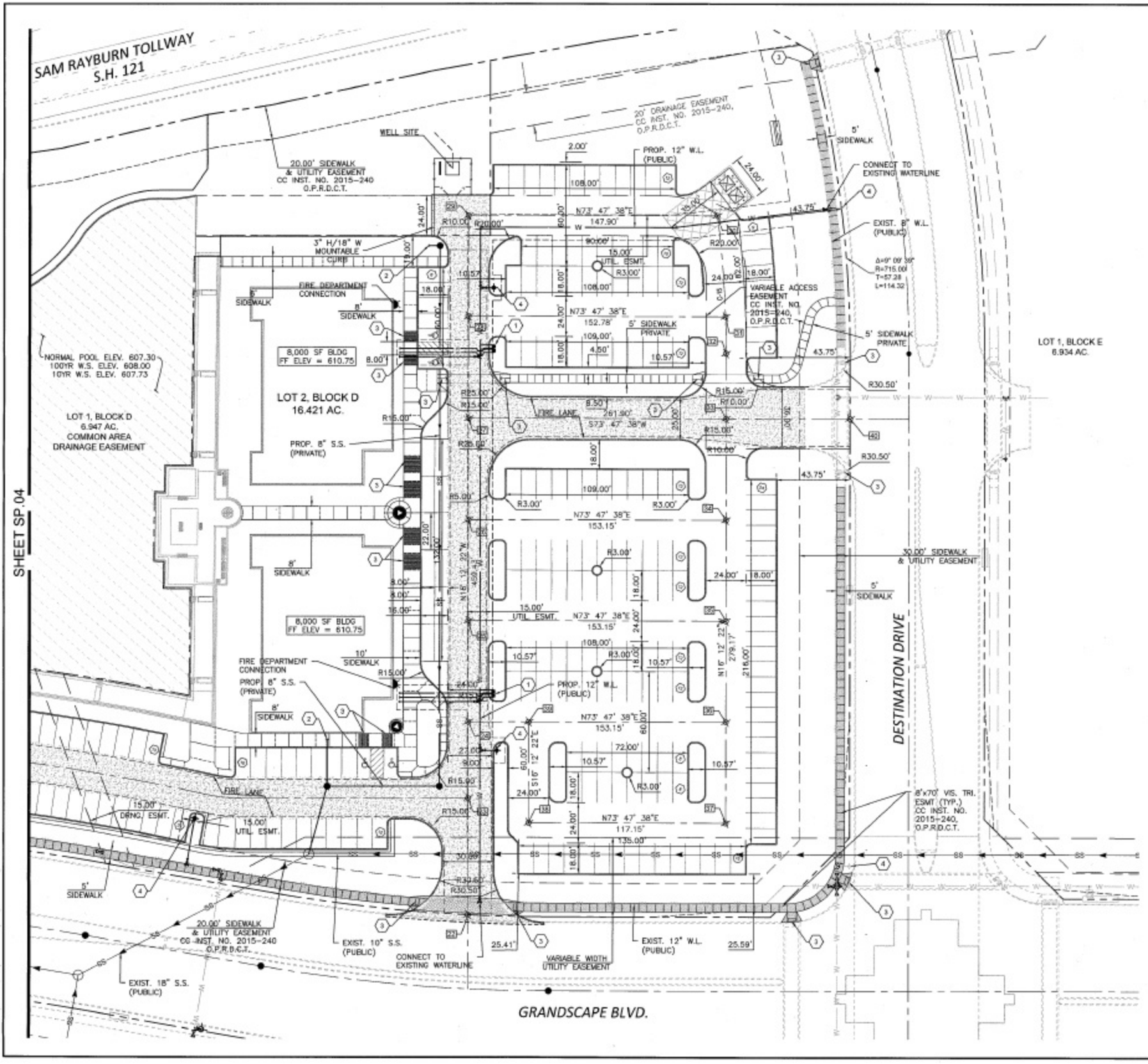
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

DRAWN BY: GAI	PROJECT NO. 2580-1042	SHEET
DATE: 8/30/2015	SHEET 4 OF 8	SP.04



SHEET SP.04

CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-15	7° 19' 54"	641.20'	41.98'	82.90'

Point Table		
Point #	Northing	Easting
22	7,080,071.2866	2,471,808.4887
23	7,080,137.5775	2,471,787.2216
24	7,080,181.1219	2,471,774.5657
25	7,080,238.7378	2,471,757.8201
26	7,080,296.3536	2,471,741.0744
27	7,080,354.4486	2,471,724.1862
28	7,080,412.5455	2,471,707.3040
29	7,080,470.1613	2,471,690.5584
30	7,080,511.4406	2,471,832.5857
31	7,080,455.1843	2,471,854.0089
32	7,080,434.3239	2,471,880.4590
33	7,080,397.1921	2,471,871.2511
34	7,080,339.0961	2,471,888.1363
35	7,080,281.4803	2,471,904.8619
36	7,080,223.8645	2,471,921.6276
37	7,080,166.2486	2,471,938.3732
38	7,080,133.5535	2,471,825.8809
39	7,080,191.1693	2,471,809.1352
40	7,080,417.7762	2,471,942.0736

CAUTION:

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- PUBLIC SIDEWALK
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3. BARRIER FREE RAMP
4. FIRE HYDRANT

GRAPHIC SCALE 1"=30'
30 0 30 60

STATE OF TEXAS
M.L. PETERSON
92726
10-01-2015

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

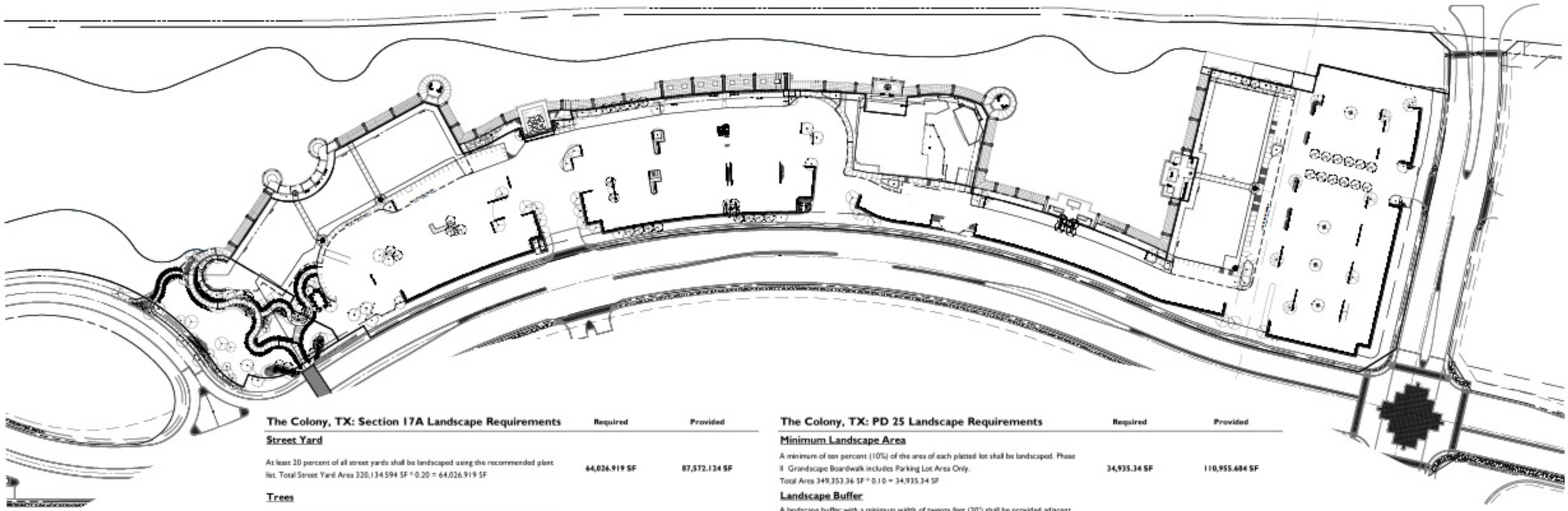
LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

DRAWN BY: GAI	PROJECT NO. 2588-1642	SHEET SP.05
DATE: 6/30/2015	SHEET 5 OF 8	

Landscape Plan City Submittal: City of the Colony, TX

City Project Number SP15-0020



The Colony, TX: Section 17A Landscape Requirements	Required	Provided
Street Yard		
At least 20 percent of all street yards shall be landscaped using the recommended plant list. Total Street Yard Area 320,134.594 SF * 0.20 = 64,026.919 SF	64,026.919 SF	87,572.124 SF
Trees		
Trees: Street yards greater than one hundred ten thousand (110,000) square feet: Fifty (50) trees plus one tree per five thousand (5,000) square feet, of street yard over one hundred ten thousand (110,000) square feet shall be required. Calculations: [(320,134.594 -110,000)/5000 = 42.03] 50 Trees + 42 (additional) = 92 Trees	92 Trees	97 Trees (3" or greater Cal. Trees)
Buffering		
A buffer at least twenty (20) feet wide on average is required along the street frontage. This buffer can extend into the street parkway. This landscaped area may be used to satisfy the requirements of subsection (17A-300)A.1. *** 4" caliper shade street trees planted along Grandscape Blvd. and Destination Way during Phase I serve requirement C.1 of Section 17A-300 Landscape Requirements.**	Yes	Yes
Ninety (90) square feet of landscaping is required for each twelve(12) parking spaced within a parking lot located in the street yard. [503 parking spaces/(12 * 90 SF)] = 3772.50 SF	Yes 3772.50 SF	Yes 4492.01 SF
The landscaped areas required shall occur within the parking lot boundaries as landscaped medians, islands, or peninsulas and shall be no less than five feet in width.	Yes	Yes
No complete parking space shall be located further than seventy-five feet from a tree or a permeable landscaped island, peninsula or media.	Yes	Yes

Landscape Standard Notes
***All landscaping is to be irrigated in accordance with City Standards.**
***All irrigation systems are to be fitted with rain and freeze gauges in accordance with City standards.**
***All landscape and irrigation to have a 1 year guarantee, and after one year be maintained by landscape contractor annually.**

The Colony, TX: PD 25 Landscape Requirements	Required	Provided
Minimum Landscape Area		
A minimum of ten percent (10%) of the area of each platted lot shall be landscaped. Phase II Grandscape Boardwalk includes Parking Lot Area Only. Total Area 349,353.36 SF * 0.10 = 34,935.34 SF	34,935.34 SF	110,955.684 SF
Landscape Buffer		
A landscape buffer with a minimum width of twenty feet (20') shall be provided adjacent to the right-of-way line of SH 121. A landscape buffer with a minimum width of ten feet (10') shall be provided adjacent to all other streets. Required landscape buffers shall include one (1) tree for ever forty feet (40') or fraction thereof of street frontage. Trees must be a minimum of three inches (3") caliper at the time of planting. *** Landscape buffer along SH 121, Grandscape Blvd., and Destination Way provided in Phase I to comply with PD 25 requirements. 4" caliper trees used along street frontages.**	Yes	Yes
Parking Lot Landscaping		
A minimum of 60 square feet of landscaping is required for ever twelve (12) parking spaces, and shall occur within the parking lot boundaries inside of landscape medians or islands that are not less than five feet (5') in width. (503 parking spaces/12) = 41.92 * 60 SF = 2515 SF	Yes 2515 SF	Yes 4492.01 SF
Landscape areas must be provided within 120 feet of every parking space.	Yes	Yes
Screening of Parking Areas		
A wall, a berm, evergreen shrubs, or a combination of any of these three screening methods shall be used to screen surface parking lots from adjacent public street right-of-way along SH 121 and Plano Parkway. Minimum screening height is twenty-four inches.	Yes	Yes
Protection of Existing Trees During Construction		
Existing trees and their root systems that will be preserved and utilized to comply with the landscaping requirements must be protected during construction through the use of barricades and fencing.	*No Existing Trees on Site	*No Existing Trees on Site
Irrigation		
All landscaped areas (other than manicured mulched areas) must have fully automated underground irrigation systems.	Yes	Yes

Note: All landscaping shall be completed, installed and maintained in accordance with the approved landscape plan within six (6) months following the issuance of certificate of occupancy.

NOTE: CITY SUBMITTAL DOCUMENTS, NOT FOR CONSTRUCTION

Nebraska Furniture Mart

NEBRASKA FURNITURE MART OF TEXAS
CITY OF THE COLONY, TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

OVERALL SITE PLAN

Newman, Jackson, Berkowitz
Landscape Architecture

DRAWN BY: AA/ AG/ AH	PROJECT NO. 0022-14	SHEET L1.0
DATE: August 28, 2015	SHEET OF	

LAKE

A Building

B Building

C Building

MATCHLINE A

LIMIT OF WORK PHASE II

(239) Asian Jasmine 12" O.C.

(1) Shumard Oak 200 gal

(7) Magnolia

(1,351) Liriope, 12" O.C.

(25) Dwarf Indian Hawthorn, 24" O.C.

(1) Chinese Pistache

(134) Liriope, 12" O.C.

(2) Shantung Maple

5 ft. Solid Sod Strip

(42) Dwarf Yaupon Holly

(1) Live Oak

5 ft. Solid Sod Strip

(39) Knockout Roses, 3' O.C.

(15) Dwarf Indian Hawthorn 24" O.C.

(2) Crape Myrtle 'Byers White'

(2) Shumard Oak, 200 gal.

(2) Shumard Oak

Hydromulch Bermuda Grass

Hydromulch Bermuda Grass

(501) Liriope 12" O.C.

LIMIT OF HYDROMULCH GRASS

(2) Chinese Pistache 200 gal

(316) Asian Jasmine, 12" O.C.

(24) Dwarf Carrisa Holly

(3) Crape Myrtle 'Byers White'

(3) Allee Elm, 200 gal.

(21) Eleagnus 4' O.C.

Hydromulch Bermuda Grass

(1) Live Oak

20' AVG. LANDSCAPE BUFFER

(2) Red Bud

(30) Dwarf Carrisa Holly

(2) Live Oak

(27) Dwarf Moonbay Nandina, 30" O.C.

(1) Allee Elm,100 gal.

5 ft. Solid Sod Strip

(855) Asian Jasmine, 12" O.C.

(3) Live Oak

(1) Shumard Oak

(58) Dwarf Carrisa Holly

(60) Dwarf Moonbay Nandina, 30" O.C.

5 ft. Solid Sod Strip

(3) Red Bud

(3) Crape Myrtle 'Byers White'

(10) Dwarf Burford Holly, 30" O.C.

(19) Dwarf Indian Hawthorn, 24" O.C.

Dwarf Burford Holly, 30" O.C. Count ref. A/L2.1

(3) Live Oak

(8) Trumpet Vine Train to wall w/ wire, Ref. det. B/L2.6

GRANDSCAPE BLVD.

(25) Dwarf Burford Holly, 30" O.C.

(439) Asian Jasmine, 12" O.C.

(2) Crape Myrtle 'Dynamite'

(8) Eleagnus, 4' O.C

(4) Boston Ivy

(2) Shumard Oak

(1) Live Oak 200 gal

(4) Red Bud

(4) Boston Ivy

(10) Eleagnus, 4' O.C

(48) Dwarf Burford Holly, 30" O.C.

(18) Dwarf Indian Hawthorn, 24" O.C.

(516) A'

A PLANTING PLAN

SCALE : 1"= 20'-0"

0 10 20 40 80

GRAPHIC SCALE IN FEET

NORTH

NOTE: CITY SUBMITTAL DOCUMENTS, NOT FOR CONSTRUCTION

STATE HWY121

GRANDSCAPE BLVD.

DESTINATION WAY

KEY MAP

Nebraska Furniture Mart

NEBRASKA FURNITURE MART OF TEXAS
CITY OF THE COLONY, TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

PLANTING

Newman, Jackson, Hickerstein Landscape Architecture

DRAWN BY: AA/ AG/ AH	PROJECT NO. 0022-14	SHEET L2.0
DATE: AUGUST 28, 2015	SHEET OF	

LAKE

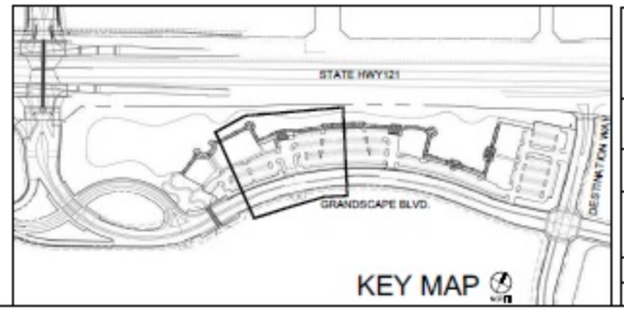
C
Building

MATCHLINE A

MATCHLINE B

(15) Dwarf Indian Hawthorn 24" O.C.
(5) Burford Holly 4' O.C.
(13) Knockout Roses 3' O.C.
(158) Liriope 12" O.C.
(1035) Liriope 12" O.C.
(5) Crape Myrtle 'Natchez'
(19) Dwarf Indian Hawthorn 24" O.C.
(15) Knockout Roses 3' O.C.
(11) Burford Holly 4' O.C.
Hydromulch Bermuda Grass
(179) Liriope 12" O.C.
(2) Shumard Oak 200 gal
(22) Loropetalum 3' O.C.
(1) Shumard Oak 200 gal
(578) Liriope 12" O.C.
(170) Liriope 12" O.C.
(4) Shumard Oak 200 gal
(1) Live Oak
(195) Liriope 12" O.C.
Hydromulch Bermuda Grass
(2) Allee Elm
(1) Shumard Oak 200 gal
(7) Burford Holly 4' O.C.
(653) Asian Jasmine 12" O.C.
(12) Dwarf Indian Hawthorn 24" O.C.
(8) Dwarf Indian Hawthorn 24" O.C.
(166) Liriope 12" O.C.
(2) Crape Myrtle 'Dynamite'
(234) Liriope 12" O.C.
Hydromulch Bermuda Grass
(9) Allee Elm
Hydromulch Bermuda Grass
(194) Dwarf Moonbay Nandina 30" O.C
(4) Crape Myrtle 'Dynamite'
(1) Live Oak
20' AVG. LANDSCAPE BUFFER
(293) Liriope 12" O.C.
Seasonal Color 118 sq. ft.
I.D. Sign (By Others)
(2) Allee Elm
(3) Crape Myrtle 'Byers White'
(124) Dwarf Burford Holly 30" O.C
Hydromulch Bermuda Grass
Hydromulch Bermuda Grass
Hydromulch Bermuda Grass
GRANDSCAPE BLVD.
Hydromulch Bermuda Grass
20' AVG. LANDSCAPE BUFFER

NOTE: CITY SUBMITTAL DOCUMENTS, NOT FOR CONSTRUCTION



KEY MAP

Nebraska Furniture Mart

NEBRASKA FURNITURE MART OF TEXAS
CITY OF THE COLONY, TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

PLANTING

Newman, Jackson, Bielenstein Landscape Architecture

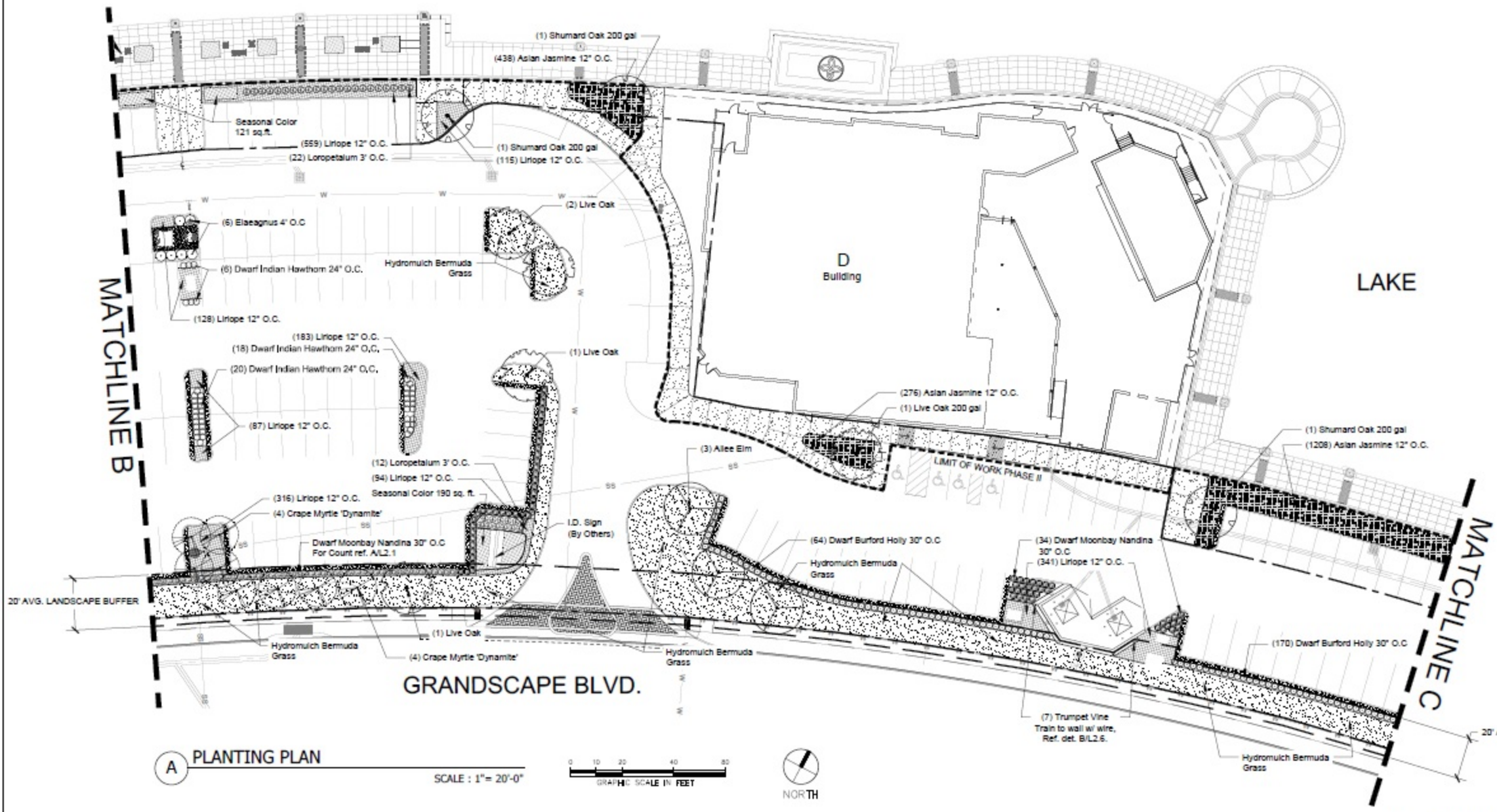
DRAWN BY: AA/ AG/ AH	PROJECT NO. 0022-14	SHEET L2.1
DATE: AUGUST 28, 2015	SHEET OF	

A PLANTING PLAN

SCALE : 1"= 20'-0"

0 10 20 40 80
GRAPHIC SCALE IN FEET

NORTH



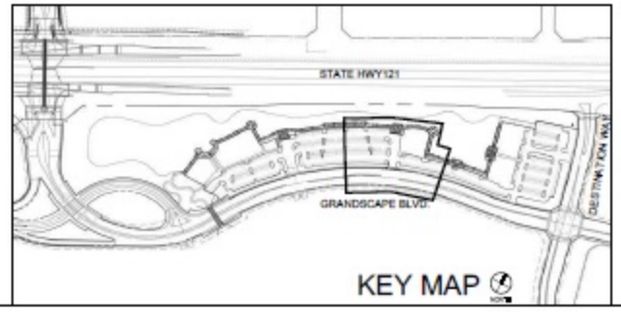
A PLANTING PLAN

SCALE : 1"= 20'-0"

0 10 20 40 80
GRAPHIC SCALE IN FEET

NORTH

NOTE: CITY SUBMITTAL DOCUMENTS, NOT FOR CONSTRUCTION



KEY MAP

Nebraska Furniture Mart

NEBRASKA FURNITURE MART OF TEXAS
CITY OF THE COLONY, TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

PLANTING

Newman, Jackson, Bickerstaff Landscape Architecture

DRAWN BY: AA/ AG/ AH	PROJECT NO. 0022-14	SHEET L2.2
DATE: AUGUST 28, 2015	SHEET OF	

MATCHLINE C

20' AVG. LANDSCAPE BUFFER

Seasonal Color
146 sq.ft.

Dwarf Burford Holly 30" O.C.
For count Ref. A/L2.2

(4) Crape Myrtle 'Byers White'

Hydromulch
Bermuda
Grass

LIMIT OF WORK PHASE II

LAKE

(1375) Asian Jasmine 12" O.C

(2) Shumard Oak 200 gal

Street Yard
Boundary

Street Yard
Boundary

(136) Asian Jasmine 12" O.C

(6) Liriope 12" O.C.

GRANDSCAPE BLVD.

E
Building

F
Building

(1) Live Oak

Retaining Wall,
Ref. Civil

(1) Shumard Oak

(2) Crape Myrtle 'Dynamite'

Hydromulch Bermuda
Grass

(1 Shumard Oak

(2) Live Oak

Boat Ramp

(240) Asia

(1 Shumard Oak

Street Yard
Boundary

Street Yard
Boundary

Hydromulch
Bermuda
Grass

(2) Allee Elm 200 gal

(592) Asian Jasmine 12" O.C

LIMIT OF WORK PHASE II

MATCHLINE D

Street Yard
Boundary

(2) Allee Elm

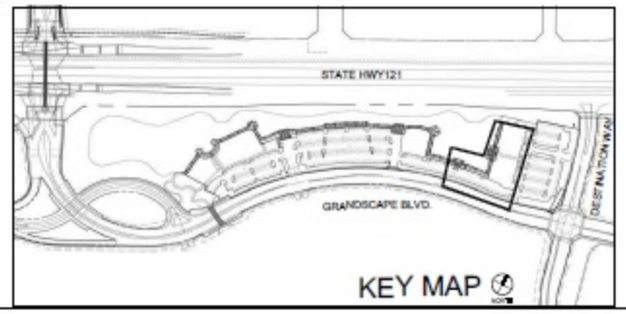
20' AVG. LANDSCAPE BUFFER

NORTH

A PLANTING PLAN

SCALE : 1"= 20'-0"

0 10 20 40 80
GRAPHIC SCALE IN FEET



NOTE: CITY SUBMITTAL DOCUMENTS,
NOT FOR CONSTRUCTION

Nebraska Furniture Mart

NEBRASKA FURNITURE
MART OF TEXAS
CITY OF THE COLONY,
TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

PLANTING

Newman, Jackson, Biderstein
Landscape Architecture

DRAWN BY: AA/ AG/ AH	PROJECT NO. 0022-14	SHEET L2.3
DATE: AUGUST 28, 2015	SHEET OF	

MATCHLINE D

20' AVG. LANDSCAPE BUFFER

GRANDSCAPE BLVD.

(1) Cedar Elm
(70) Liriope 12" O.C.
(12) Crape Myrtle 'Dynamite'
(69) Liriope 12" O.C
(13) Loropetalum 3' O.C.
(231) Liriope 12" O.C
(1) Cedar Elm
(29) Dwarf Indian Hawthorn 24" O.C.
(13) Loropetalum 3' O.C.
(450) Liriope 12" O.C
(30) Dwarf Indian Hawthorn 24" O.C.
Street Yard Boundary
(1) Live Oak
(30) Asian Jasmine 12" O.C
Hydromulch Bermuda Grass
(2) Cedar Elm
(1) Allee Elm
(25) Liriope 12" O.C.
(310) Liriope 12" O.C.
Hydromulch Bermuda Grass
(1) Live Oak
(30) Asian Jasmine 12" O.C
(2) Live Oak
(30) Asian Jasmine 12" O.C
(1) Cedar Elm
(30) Asian Jasmine 12" O.C
(310) Liriope 12" O.C
(2) Cedar Elm
(4) Trumpet Vine Train to wall w/ wire, Ref det. B/L2.6
(63) Liriope 12" O.C
20' AVG. LANDSCAPE BUFFER
(101) Asian Jasmine 12" O.C
(44) Dwarf Burford Holly 30" O.C
Hydromulch Bermuda Grass
(620) Liriope 12" O.C
(220) Asian Jasmine 12" O.C.
Seasonal Color 58 sq. ft.
(220) Liriope 12" O.C.
(2) Live Oak
Seasonal Color 58 sq. ft.
(86) Liriope 12" O.C.
(1) Cedar Elm
(310) Liriope 12" O.C
Hydromulch Bermuda Grass
(178) Dwarf Burford Holly 30" O.C.
DESTINATION WAY
Hydromulch Bermuda Grass
Hydromulch Bermuda Grass

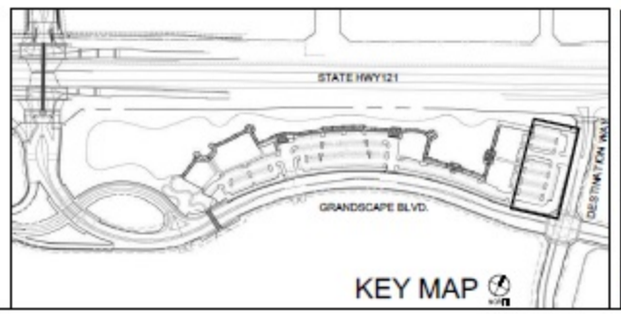
NOTE: CITY SUBMITTAL DOCUMENTS, NOT FOR CONSTRUCTION

A PLANTING PLAN

SCALE : 1"= 20'-0"

0 10 20 40 80
GRAPHIC SCALE IN FEET

NORTH



Nebraska Furniture Mart

NEBRASKA FURNITURE MART OF TEXAS
CITY OF THE COLONY, TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

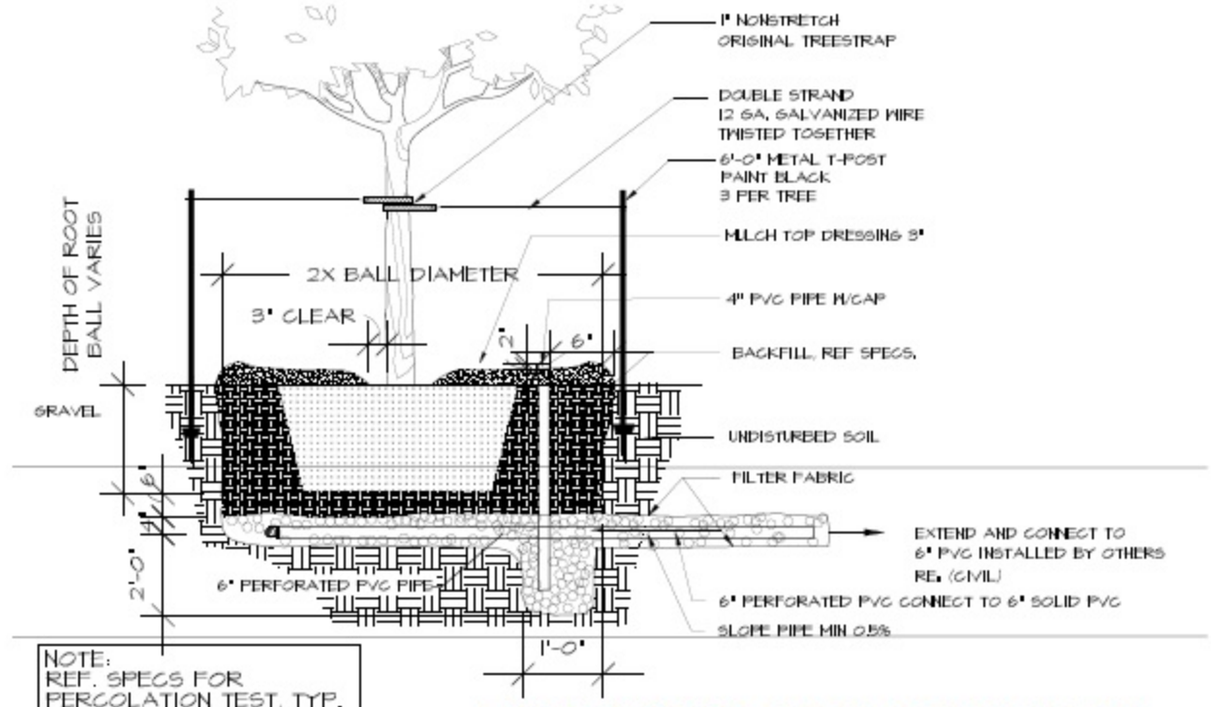
PLANTING

Newman, Jackson, Biskowitz Landscape Architecture

DRAWN BY: AA/ AG/ AH	PROJECT NO. 0022-14	SHEET L2.4
DATE: AUGUST 28, 2015	SHEET OF	

PLANT LIST

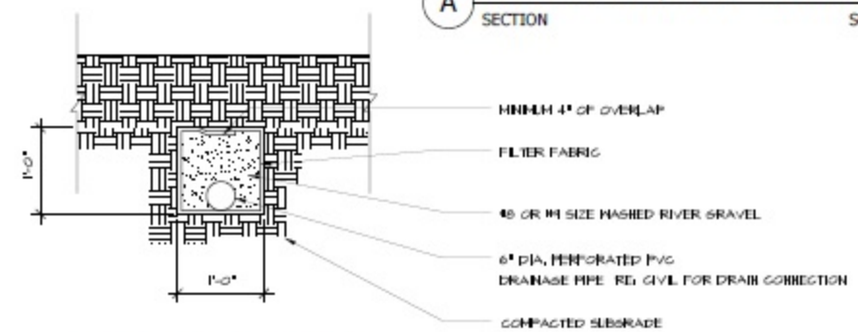
QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE
SHADE TREES			
25	LIVE OAK	*Quercus virginiana*	100 gal, 3" cal., 12'-14' ht., 6'-7' sp., match, full, B&B
3	LIVE OAK	*Quercus virginiana*	200 gal,3" cal., 12'-14' ht., 6'-7' sp., match, full, B&B
8	SHUMARD OAK	*Quercus shumardii*	100 gal, 3" cal., 12'-14' ht., 7'-8' sp., match, full, B&B
15	SHUMARD OAK	*Quercus shumardii*	200 gal, 14'-16' ht., 8'-10' sp., match, full
21	ALLEE ELM	*Ulmus parvifolia*	100 gal, 3" cal., 12'-14' ht., 7'-8' sp., match, full, B&B
5	ALLEE ELM	*Ulmus parvifolia*	200 gal., 6"-7" cal. min., 20'-22' ht., 10'-12' sp., specimen, match, full
1	CHINESE PISTACHE	*Pistachia chinensis*	100 gal, 3"cal., 8'-10' ht., match, full, B&B
2	CHINESE PISTACHE	*Pistachia chinensis*	200 gal,3"cal., 8'-10' ht., match, full, B&B
8	CEDAR ELM	*Ulmus crassifolia*	100 gal, 3"cal., 12'-14' ht., 6'-8' sp., match, full, B&B
2	SHANTUNG MAPLE	*Acer trancatum*	100 gal., 4" cal., 14'-16' ht., 6'-8' sp., full, B&B
7	ALTA MAGNOLIA	*Magnolia grandiflora*	100 gal, 12'-14' ht., 5'-6' sp., 4" cal. min., specimen, full
SMALL/ORNAMENTAL TREES			
32	CRAPE MYRTLE, 'DYNAMITE'	*Lagerstoemia x indica 'Dynamite'*	65 gal, 12'-14' ht., 6'-7' sp., multi-trunks min. 1 1/2 cal. each cane
5	CRAPE MYRTLE 'NATCHEZ'	*Lagerstoemia (l. x fauriei) 'Natchez'*	65 gal, 12'-14' ht., 6'-7' sp., multi-trunks min. 1 1/2 cal. each cane
15	CRAPE MYRTLE 'BYERS WHITE'	*Lagerstoemia x indica'Byers White'*	65 gal, 12'-14' ht., 6'-7' sp., multi-trunks min. 1 1/2 cal. each cane
4	RED BUD	*Cercis reniformis 'Oklahoma'*	65 gal, 6'-8' ht., 4'-5' sp., full, B&B
SHRUBS			
237	DWARF INDIAN HAWTHORN	*Raphiolepis indica 'Pinkie'*	5 gal, 12"-14" ht., x 14"-16" sp., full
334	DWARF MOONBAY NANDINA	*Nandina domestica 'Moonbay'*	5 gal, 11"-14" ht., 14"-16" sp., multiple canes, match, full
668	DWARF BURFORD HOLLY	*Ilex cornuta 'Burford nana'*	3 gal, 18"-22" ht., 14"-16" sp., full
28	BURFORD HOLLY	*Ilex cornuta 'Burford'*	7 gal, 36"-40" ht., x 20"-24" sp., full
82	LOROPETALUM	*Loropetalum 'Purple Diamond'*	5 gal., 18"-24" ht., x 14"-16" sp., full
67	KNOCK OUT ROSE	*Rosa 'Radrazz'*	5 gal, 12"-14" ht., x 14"-16" sp., full
112	DWARF CARRISA HOLLY	*Ilex cornuta 'Carissa'*	5 gal., 12"-14" ht., x 14"-16" sp., full
45	ELAEAGNUS	*Elaeagnus pungens*	7 gal., 36"-40" ht., 20"-24" sp., full
42	DWARF YAUPON HOLLY	*Ilex vomitoria*	5 gal., 12"-14" ht., x 14"-16" sp., full
GROUNDCOVER & VINES			
10,223	LIRIOPE	*Liriope muscari*	4" pot, heavily rooted, full
6897	ASIAN JASMINE	*Trachelospermum asiaticum*	4" pots, 8"-12" runners, full
8	BOSTON IVY	*Parthenocissus tricuspidata*	1 gal., full, staked
19	TRUMPET VINE	*Campsis radicans*	3 gal., heavily rooted, full, staked 24" ht. min.
x	SEASONAL COLOR	*Season to determine type*	4" pots, full
X	GRASS	*Cynodon dactylon*	Common bermuda solid sod or hydromulch per plans



NOTE:
REF. SPECS FOR PERCOLATION TEST, TYP.

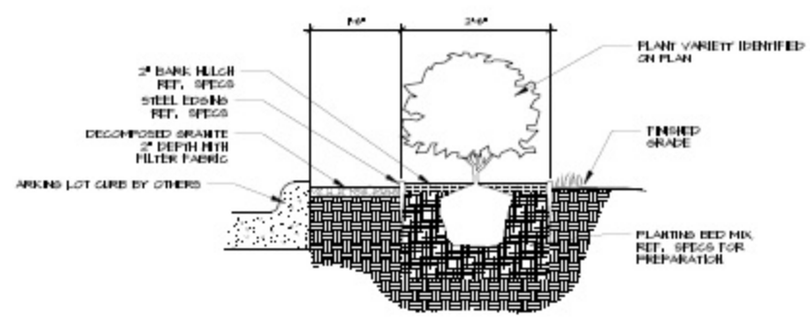
A TREE STAKING/SUMP - SHADE & ORNAMENTAL TREES

SECTION SCALE : 1/2"= 1'-0"



B FRENCH DRAIN DETAIL

SECTION SCALE : 3/4"= 1'-0"



C PARKING SCREEN HEDGE ROW

SCALE : 3/4"= 1'-0"

NOTE: CITY SUBMITTAL DOCUMENTS, NOT FOR CONSTRUCTION

Nebraska Furniture Mart

NEBRASKA FURNITURE MART OF TEXAS
CITY OF THE COLONY, TEXAS

GRANDSCAPE BOARDWALK AND LAKE EDGE IMPROVEMENT

PLANTING DETAILS

Newman, Jackson, Birkenstein Landscape Architecture

DRAWN BY: AA/AG/AH	PROJECT NO. 0022-14	SHEET L2.5
DATE: AUGUST 28, 2015	SHEET OF	

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
DEVELOPMENT PLAN
GRANDSCAPE BOARDWALK PARKING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A DEVELOPMENT PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR GRANDSCAPE BOARDWALK PARKING, 576 PARKING SPACES FOR ASSOCIATED RETAIL/RESTAURANT USES, SURROUNDING GRANDSCAPE BOARDWALK, LOCATED AT THE NORTHWEST CORNER OF GRANDSCAPE BOULEVARD AND DESTINATION DRIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Development Plan Application No. SP15-0020 for Grandscape Boardwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Boardwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Development Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the 17th day of November, 2015.

_____
Joe McCourry, Mayor

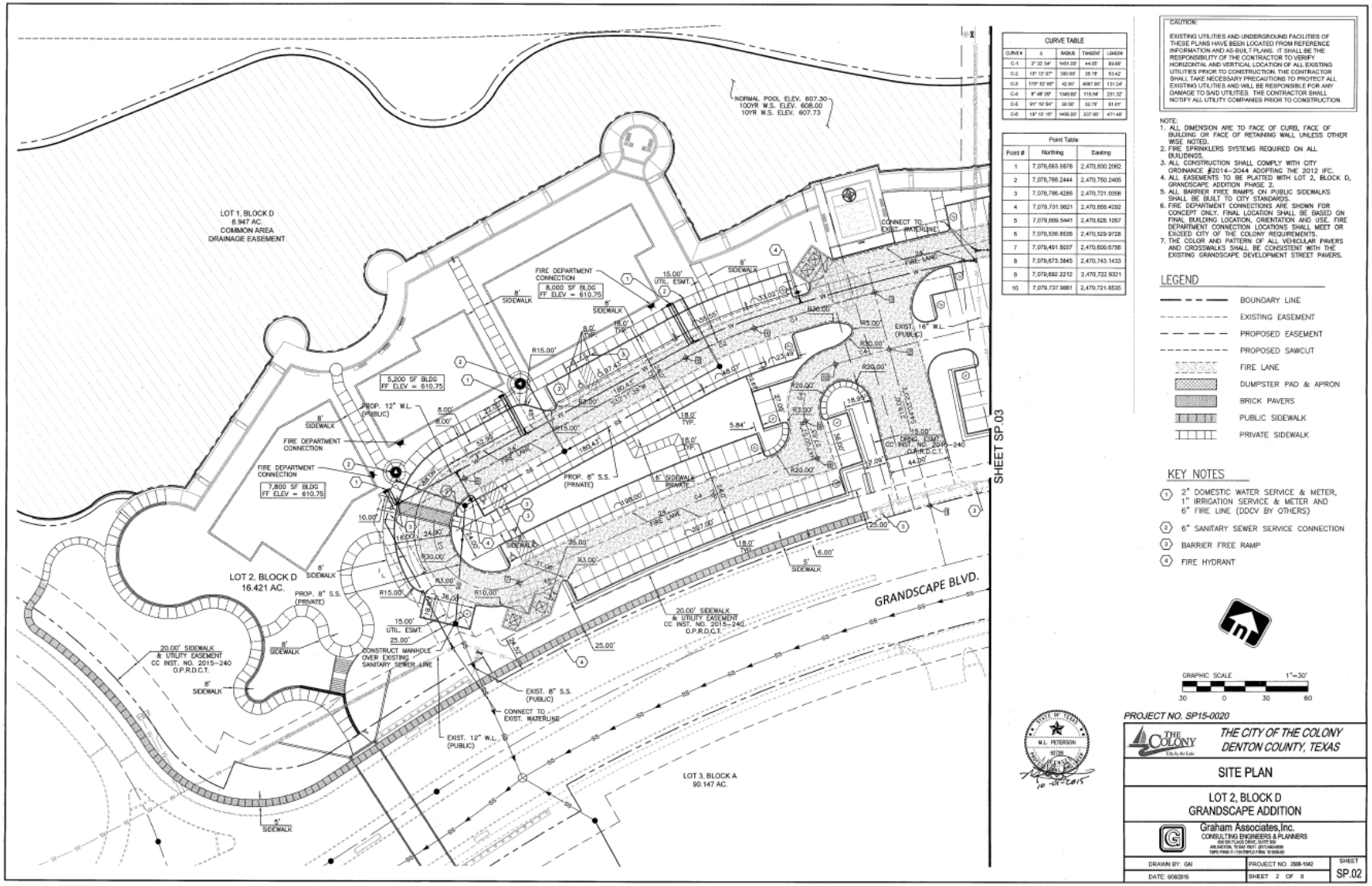
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Development Plan



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	3° 32' 54"	1451.00'	44.95'	89.69'
C-2	18° 12' 37"	350.00'	35.78'	53.42'
C-3	179° 52' 05"	42.80'	4997.90'	131.24'
C-4	9° 48' 26"	1349.60'	115.94'	231.32'
C-5	91° 19' 54"	20.00'	22.73'	31.87'
C-6	19° 10' 15"	1499.00'	237.90'	471.49'

Point Table		
Point #	Northing	Easting
1	7,079,683.6878	2,470,830.2062
2	7,079,766.2444	2,470,750.2405
3	7,079,796.4286	2,470,721.0356
4	7,079,731.9821	2,470,658.4292
5	7,079,689.5441	2,470,626.1057
6	7,079,536.8535	2,470,529.9728
7	7,079,491.5037	2,470,600.5756
8	7,079,673.3845	2,470,743.1433
9	7,079,692.2212	2,470,722.9321
10	7,079,737.9861	2,470,721.8535

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

NOTE:
1. ALL DIMENSION ARE TO FACE OF CURB, FACE OF BUILDING OR FACE OF RETAINING WALL UNLESS OTHER WISE NOTED.
2. FIRE SPRINKLERS SYSTEMS REQUIRED ON ALL BUILDINGS.
3. ALL CONSTRUCTION SHALL COMPLY WITH CITY ORDINANCE #2014-2044 ADOPTING THE 2012 IFC.
4. ALL EASEMENTS TO BE PLATTED WITH LOT 2, BLOCK D, GRANDSCAPE ADDITION PHASE 2.
5. ALL BARRIER FREE RAMPS ON PUBLIC SIDEWALKS SHALL BE BUILT TO CITY STANDARDS.
6. FIRE DEPARTMENT CONNECTIONS ARE SHOWN FOR CONCEPT ONLY. FINAL LOCATION SHALL BE BASED ON FINAL BUILDING LOCATION, ORIENTATION AND USE. FIRE DEPARTMENT CONNECTION LOCATIONS SHALL MEET OR EXCEED CITY OF THE COLONY REQUIREMENTS.
7. THE COLOR AND PATTERN OF ALL VEHICULAR PAVERS AND CROSSWALKS SHALL BE CONSISTENT WITH THE EXISTING GRANDSCAPE DEVELOPMENT STREET PAVERS.

LEGEND

- BOUNDARY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED SAWCUT
- FIRE LANE
- DUMPSTER PAD & APRON
- BRICK PAVERS
- PUBLIC SIDEWALK
- PRIVATE SIDEWALK

KEY NOTES

1. 2" DOMESTIC WATER SERVICE & METER, 1" IRRIGATION SERVICE & METER AND 6" FIRE LINE (DDCV BY OTHERS)
2. 6" SANITARY SEWER SERVICE CONNECTION
3. BARRIER FREE RAMP
4. FIRE HYDRANT

GRAPHIC SCALE 1"=30'
30 0 30 60

STATE OF TEXAS
M.L. PETERSON
90728
LICENSED
PROFESSIONAL ENGINEER
10-27-2015

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

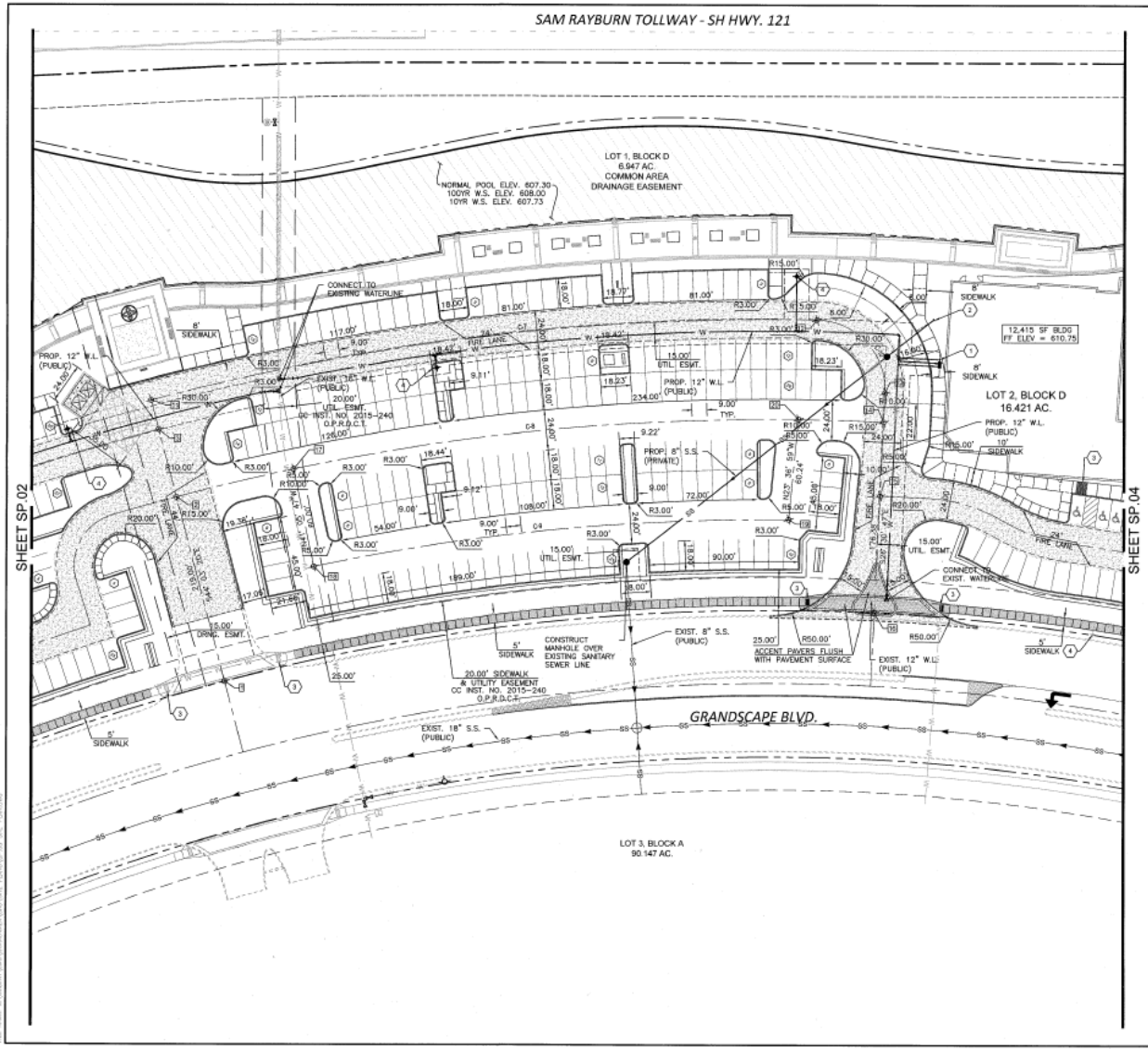
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
500 SH 114 EAST DRIVE, SUITE 100
ARLINGTON, TEXAS 76011 (817) 640-8888
TBPE FIRM # F-1386 TBPLS FIRM # 10193940

DRAWN BY: GAI	PROJECT NO. 2588-1042	SHEET
DATE: 6/08/2015	SHEET 2 OF 8	SP.02



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-7	18° 51' 21"	1408.80'	234.57'	466.02
C-8	18° 18' 18"	1408.80'	227.98'	471.45'
C-9	12° 19' 08"	1348.80'	144.98'	289.67
C-10	5° 47' 12"	42.00'	43.28'	67.21'

Point Table		
Point #	Northing	Easting
1	7,079,683.5978	2,470,830.2062
2	7,079,766.2444	2,470,750.2405
3	7,079,796.4285	2,470,721.0356
11	7,079,809.3645	2,470,708.5192
12	7,080,048.2806	2,471,035.8235
13	7,080,030.0147	2,471,093.2534
14	7,080,014.4609	2,471,101.0127
15	7,079,974.8268	2,471,120.7849
16	7,079,911.5553	2,471,152.3491
17	7,079,815.4717	2,470,803.8198
19	7,079,935.4416	2,471,079.4931
20	7,079,990.6350	2,471,055.3608

CAUTION:

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LEGEND

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- PROPOSED EASEMENT
- PROPOSED SAWCUT
- FIRE LANE
- DUMPSTER PAD & APRON
- BRICK PAVERS
- PUBLIC SIDEWALK
- PRIVATE SIDEWALK

KEY NOTES

1. 2" DOMESTIC WATER SERVICE & METER, 1" IRRIGATION SERVICE & METER AND 6" FIRE LINE (DDCV BY OTHERS)
2. 6" SANITARY SEWER SERVICE CONNECTION
3. BARRIER FREE RAMP
4. FIRE HYDRANT

GRAPHIC SCALE 1"=30'
30 0 30 60

STATE OF TEXAS
M.L. PETERSON
10-01-2015

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

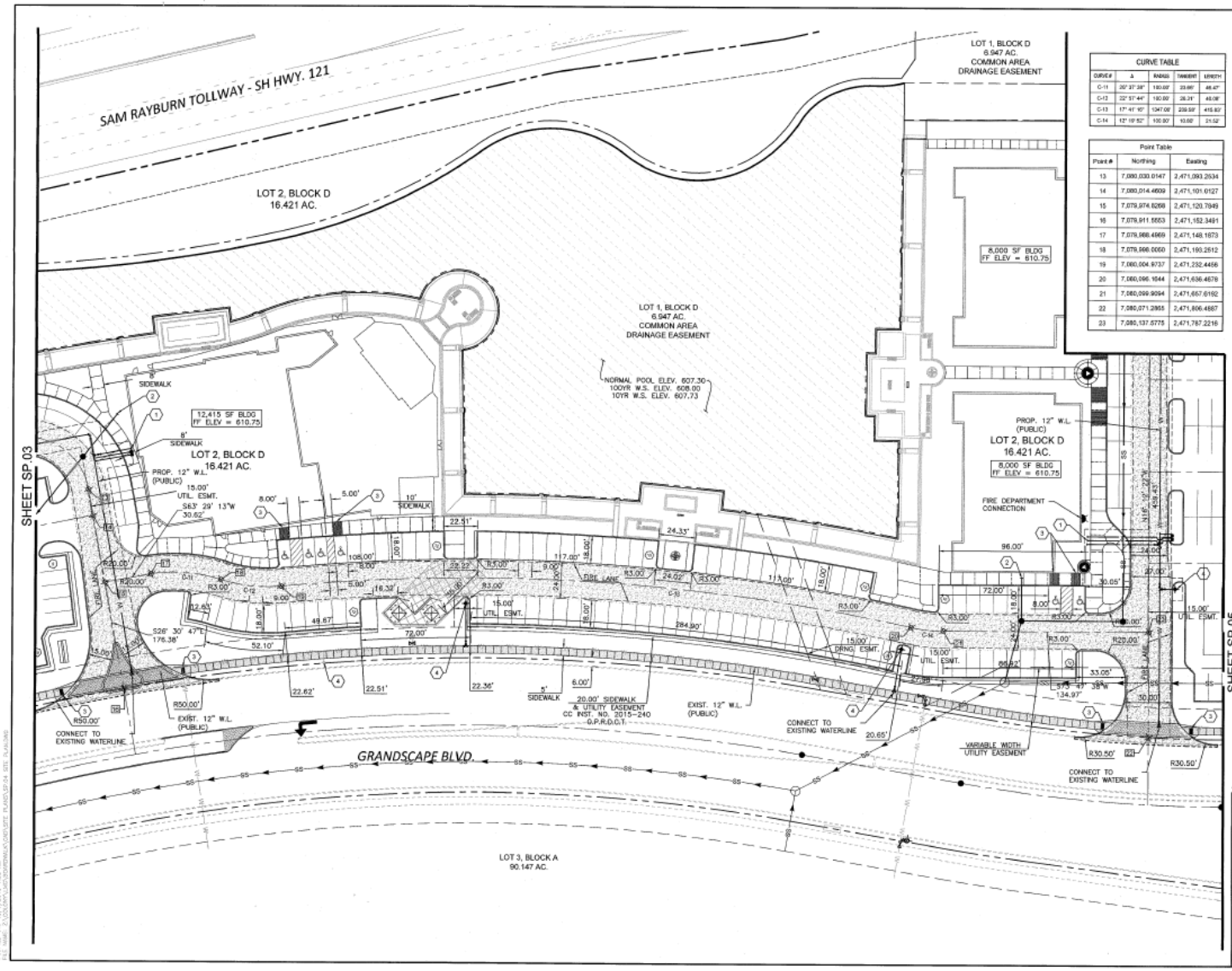
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

DRAWN BY: GAI	PROJECT NO. 2808-1042	SHEET
DATE: 6/08/2015	SHEET 3 OF 8	SP.03



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-11	20° 37' 39"	130.00'	23.66'	46.47'
C-12	22° 57' 44"	180.00'	36.31'	68.08'
C-13	17° 41' 40"	1047.00'	239.52'	416.82'
C-14	12° 19' 52"	100.00'	10.88'	21.52'

Point Table		
Point #	Northing	Easting
13	7,080,030.0147	2,471,093.2534
14	7,080,014.4609	2,471,101.0127
15	7,079,974.8266	2,471,120.7949
16	7,079,911.5553	2,471,152.3491
17	7,079,868.4969	2,471,148.1873
18	7,079,866.0060	2,471,193.2512
19	7,080,004.9737	2,471,232.4456
20	7,080,096.1644	2,471,636.4678
21	7,080,099.9094	2,471,657.6192
22	7,080,071.2865	2,471,806.4867
23	7,080,137.5775	2,471,787.2216

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STATE OF TEXAS
M.L. PETERSON
82726
LICENSED
10-01-2015

GRAPHIC SCALE 1"=30'
30 0 30 60

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

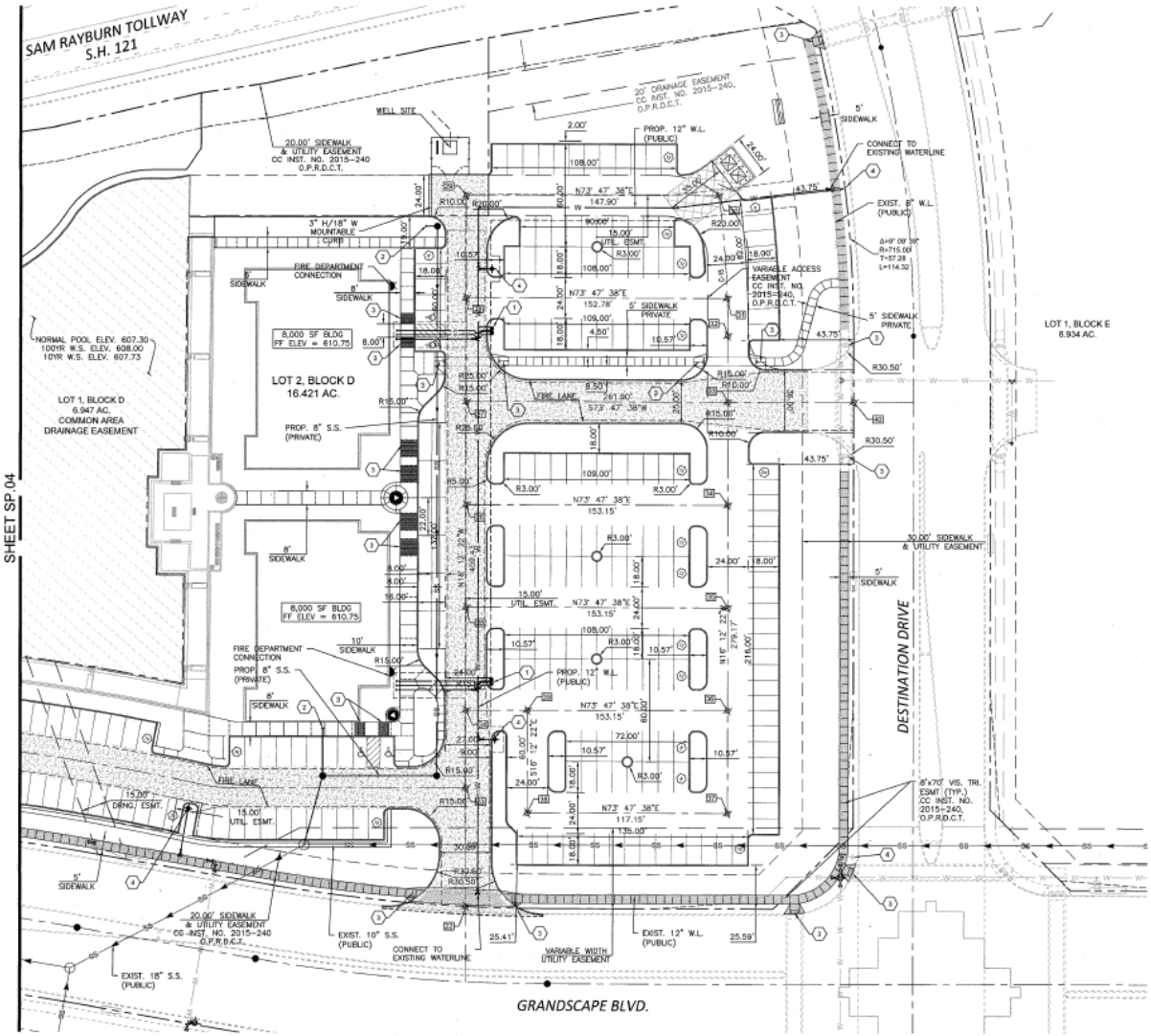
THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
800 EAST PLANO DRIVE, SUITE 100
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM F-1181 TBPLS FIRM: 10018-00

DRAWN BY: GM	PROJECT NO. 2580-1042	SHEET
DATE: 6/30/2015	SHEET 4 OF 8	SP.04



CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-15	7° 19' 54"	641.20'	41.94'	82.90'

Point Table		
Point #	Northing	Easting
22	7,080,071.2865	2,471,806.4887
23	7,080,137.5775	2,471,787.2216
24	7,080,181.1219	2,471,774.5857
25	7,080,238.7376	2,471,757.8201
26	7,080,296.3536	2,471,741.0744
27	7,080,354.4495	2,471,724.1892
28	7,080,412.5455	2,471,707.3040
29	7,080,470.1613	2,471,690.5584
30	7,080,511.4456	2,471,832.5857
31	7,080,455.1843	2,471,854.0089
32	7,080,434.3239	2,471,860.4590
33	7,080,397.1921	2,471,871.2511
34	7,080,339.0991	2,471,888.1363
35	7,080,281.4803	2,471,904.8819
36	7,080,223.8645	2,471,921.6276
37	7,080,166.2486	2,471,938.3732
38	7,080,133.5535	2,471,825.8809
39	7,080,191.1693	2,471,809.1352
40	7,080,417.7762	2,471,942.0736

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- BRICK PAVERS
- PUBLIC SIDEWALK
- PRIVATE SIDEWALK

KEY NOTES

1. 2" DOMESTIC WATER SERVICE & METER, 1" IRRIGATION SERVICE & METER AND 6" FIRE LINE (DOCV BY OTHERS)
2. 6" SANITARY SEWER SERVICE CONNECTION
3. BARRIER FREE RAMP
4. FIRE HYDRANT

GRAPHIC SCALE 1"=30'
30 0 30 60

STATE OF TEXAS
M.L. PETERSON
92728
10-01-2015

PROJECT NO. SP15-0020

THE COLONY
City by the Lake

THE CITY OF THE COLONY
DENTON COUNTY, TEXAS

SITE PLAN

LOT 2, BLOCK D
GRANDSCAPE ADDITION

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

DRAWN BY: GAI	PROJECT NO. 2588-1942	SHEET
DATE: 6/30/2015	SHEET 5 OF 8	SP.05

MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a Development Plan for MiCocina restaurant, a 7,626 square foot single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Site Plan
Landscape Plan
Elevation 1
Elevation 2
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0015 MiCocina Development Plan***
Discuss and consider a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

OWNER/ENGINEER

Owner/Developer:	MiCocina LTD	Irving, Texas
Engineer/Surveyor:	Duncan Design Group	Dallas, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of the Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Development Plan meets the requirements of the Appendix A, Zoning Ordinance, PD 25 and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Landscape Plan
5. Building Elevations
6. Proposed Ordinance
7. Minutes of October 13, 2015 Planning and Zoning Commission meeting.

ATTACHMENT 1

Staff Analysis

Summary of Request
The applicant is proposing to build a 7,626 sf restaurant called MiCocina.

Existing Condition of Property
The subject property is undeveloped.

Platting Status
The property is platted as part of Grandscape Addition Ph II.

Adjacent Zoning/Land Use
North - Planned Development 25 (PD 25) – Cheddar's restaurant
South - Planned Development 25 (PD 25) – Vacant land
East - Planned Development 25 (PD 25) – Vacant land
West - Planned Development 25 (PD 25) – Vacant land

Land Use Analysis
The property is zoned Planned Development 25 (PD 25). Restaurant uses are allowed under PD 25.

Infrastructure Improvements
The City is not planning any specific public infrastructure improvements for this area.

Circulation and Parking
The parking ratio for restaurants is 1 space per 200 sf of gross floor area. The parking provided meets the specific requirements PD 25 Ordinance.

Parking Standard	Parking Required
1 space per 200 sf of gross floor area	39 spaces (2 ADA)
Total Parking Provided	103 spaces (5 ADA)

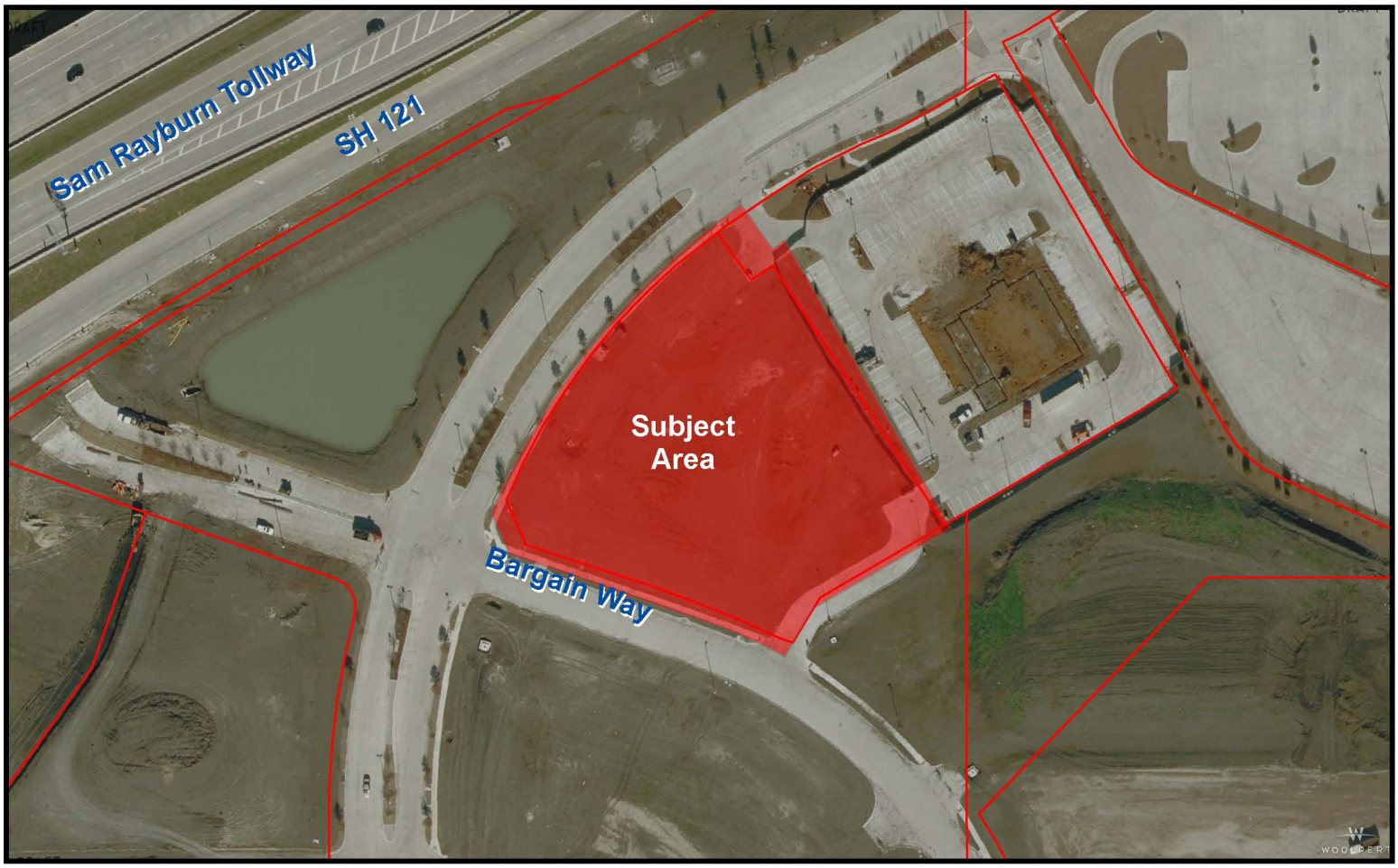
Landscaping and Irrigation
The applicant is proposing landscaping made up of a combination of Red Oak, Live Oak, Cedar Elm, Chinese Pistache and Crape Myrtles, Redbud to meet the requirements of the PD 25 and Zoning Ordinance. More than twenty percent (20%) of the site has been proposed for landscaping. 13 trees have been proposed for street yard landscaping. Ninety (90) sf of landscaping per 12 parking spaces for spaces in street yard area are required. Sixty (60) sf of landscaping per 12 parking spaces for spaces in non-street yard area are required. Applicant has proposed more than what is required in parking lot interior landscaping.

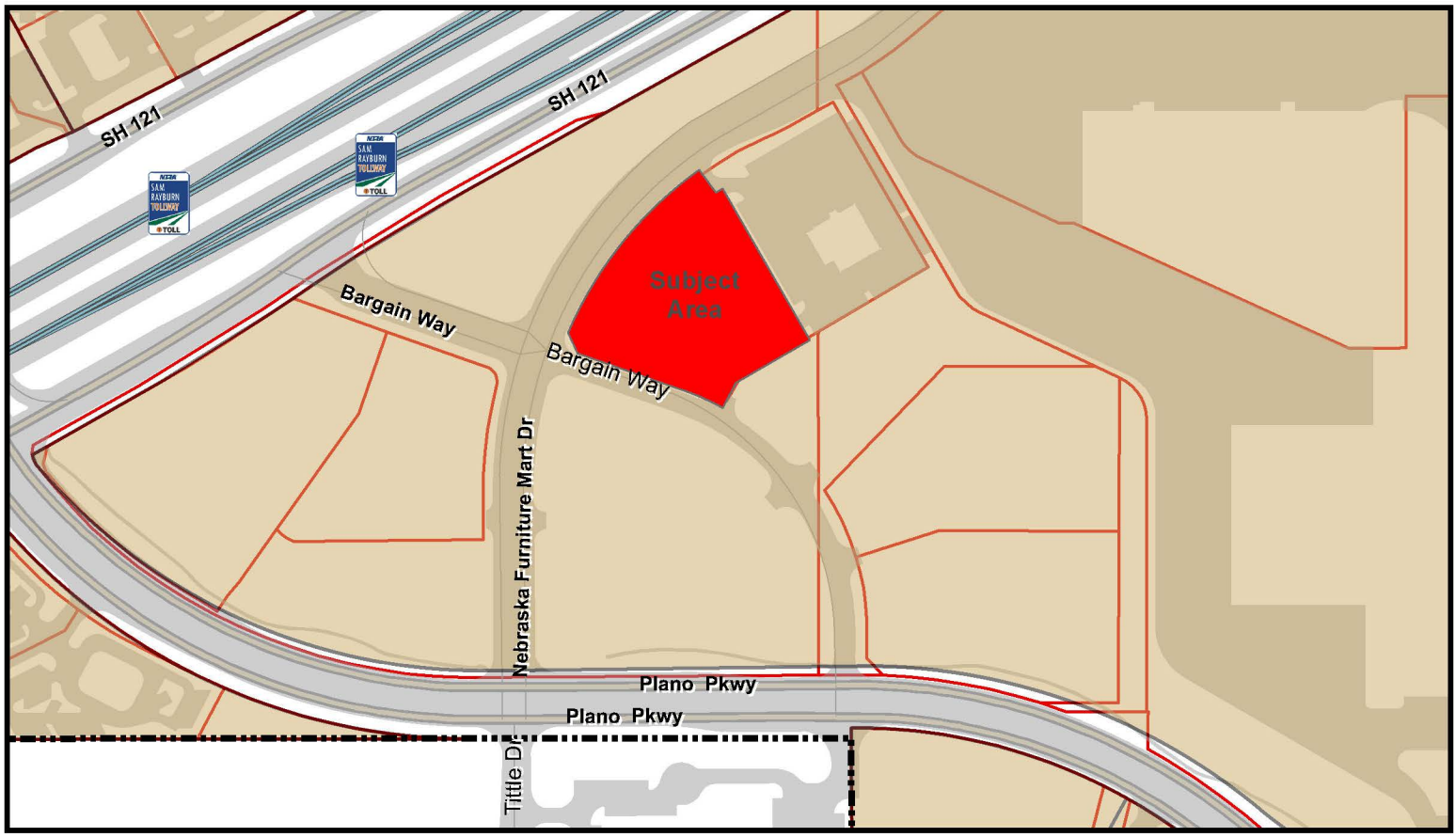
Exterior Building Material

Building is comprised of stone, stucco and metal awnings. The combination is 47-50% stone, 38-43% stucco, and 7-15% metal awning based on the side of the elevation. PD 25 does not have specific building material requirements.

Development Review Committee Review

The Development Review Committee (DRC) finds the Development Plan meets the requirements of the Appendix A, Zoning Ordinance, PD 25 and other applicable ordinances of the Code of Ordinances as outlined in the Staff Report.





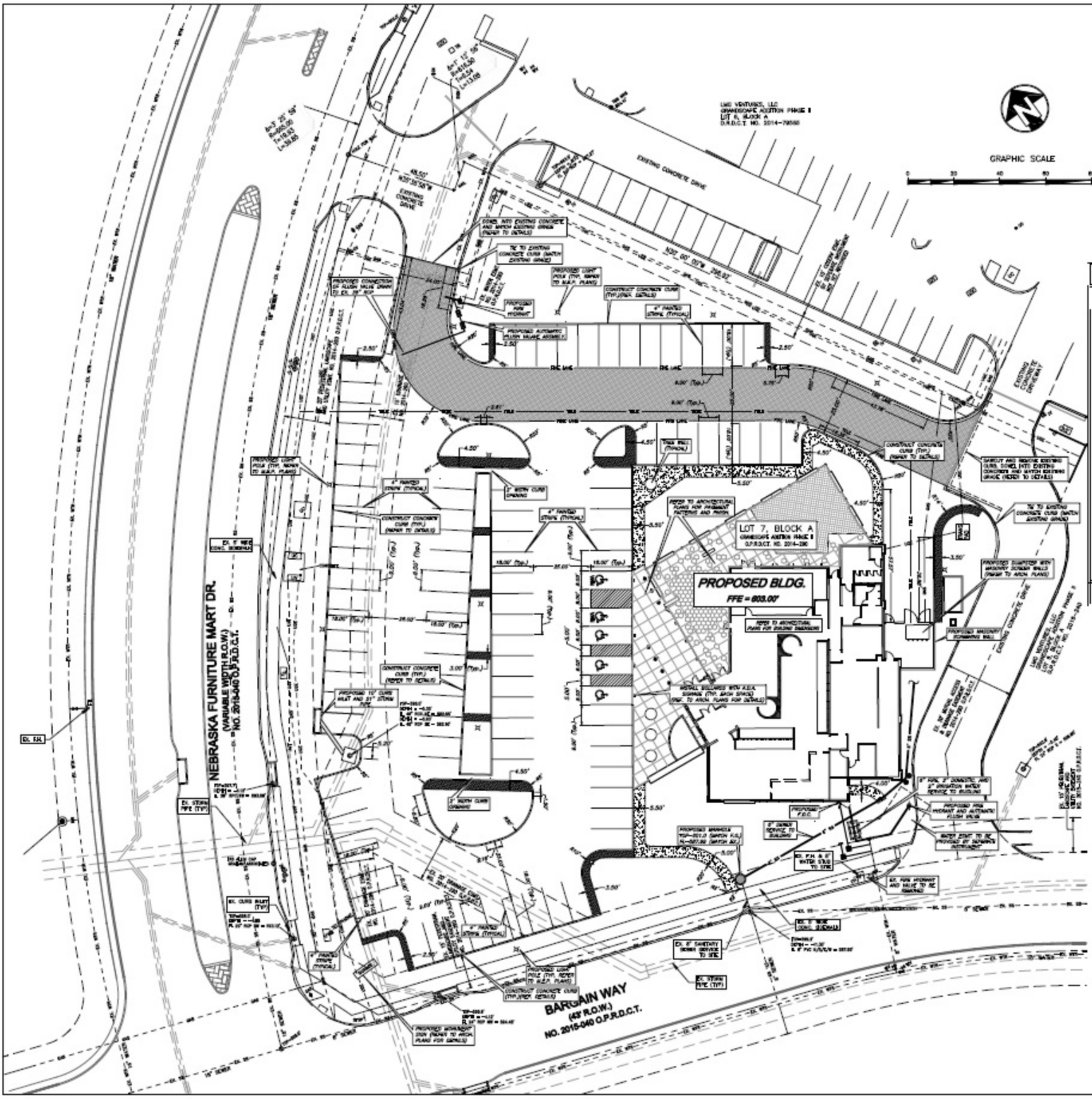
Project No. SP15-0015 - Project Name: Mi Cocina Site Plan

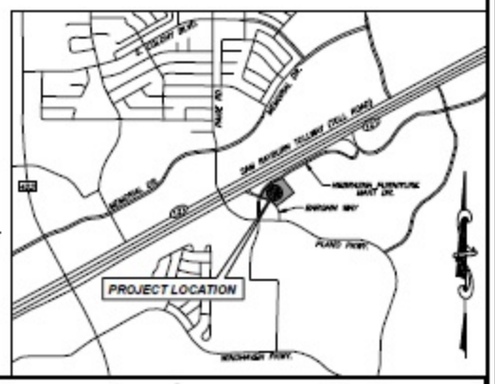
THE COLONY
City by the Lake

Mi Cocina	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

N
W E
S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.





LEGEND

EXISTING SANITARY SEWER LINE	EXISTING SANITARY SEWER MAN HOLE
EXISTING WATER LINE	EXISTING STORM DRAIN MANHOLE
EXISTING GAS LINE	EXISTING GAS METER
EXISTING OVERHEAD ELECTRIC LINE	EXISTING GAS VALVE
EXISTING UNDERGROUND ELECTRIC LINE	EXISTING ELECTRIC METER
EXISTING UNDERGROUND TELEPHONE LINE	EXISTING LIGHT POLE
UNDERGROUND ELECTRIC	EXISTING TELEPHONE BOX
GAS	EXISTING TELEPHONE
PROPOSED 2" WATER LINE	EXISTING IRRIGATION VALVE
PROPOSED 6" WATER LINE	EXISTING FIRE HYDRANT
6" SANITARY SEWER WATER LINE	EXISTING WATER VALVE
PROPOSED FIRELANE STRIPING	EXISTING VALVE
PROPOSED FIRELANE	EXISTING UTILITY VAULT
PROPOSED SIDEWALK	EXISTING UTILITY CABINET
PROPOSED DECORATIVE PAVEMENT	EXISTING VAULT
PROPOSED LANDSCAPE BARRIER	PROPOSED FIRE HYDRANT
PROPOSED CLEAN OUT	PROPOSED AUTOMATIC FLUSH VALVE
PROPOSED SANITARY SEWER MANHOLE	PROPOSED LIGHT POLE
PROPOSED WATER METER AND BOX	
PROPOSED DETECTOR CHECK AND VAULT	
PROPOSED FLUSH	

SITE NOTES:

1. ALL SIGNS PLACED IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST.
2. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
3. ALL CURB RADII SHOWN ARE TO FACE OF CURB.
4. ALL CURB RADII ARE 5.0' UNLESS OTHERWISE SHOWN.
5. ALL PAVING DIMENSIONS ARE TO FACE OF CURB, WHERE APPLICABLE OR TO THE EDGE OF PAVEMENT WHEN NO CURB IS PROPOSED, UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR PROTECTION & REPLACEMENT OF ALL PROPERTY CORNERS.
7. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
8. CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS.
9. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS, SPECIFICATIONS AND GEOTECHNICAL REPORT.
10. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
11. ALL A.D.A. ACCESSIBLE ROUTES SHALL BE A.D.A. COMPLIANT (MAXIMUM 2% CROSS SLOPE, 5% LONGITUDINAL SLOPE). ALL A.D.A. PARKING & LOADING AREAS SHALL BE A.D.A. COMPLIANT (MAXIMUM 2% CROSS SLOPE IN ALL DIRECTIONS).
12. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COSTS.
13. ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH THE CITY OF THE COLONY REQUIREMENTS.
14. BUILDING TO BE EQUIPPED WITH A FIRE SPRINKLER SYSTEM.
15. FIRE LANE STRIPING TO BE PER THE CITY OF THE COLONY REQUIREMENTS.

SITE PLAN INFORMATION

LOT AREA: 91,701 S.F. / 2.11 ACRES
BUILDING AREA: 7,626 S.F. (SINGLE FLOOR)
FLOOR TO AREA RATIO: 0.083
OUTDOOR PATIO AREA: 3,166 S.F.
CURRENT ZONING: PLANNED DEVELOPMENT (PD25)
LOT 7, BLOCK A

PARKING

PROPOSED 7,626 S.F. BUILDING
PARKING REQ PER PD25: 1 SPACES PER 200 S.F. GFA

39 PARKING SPACES REQUIRED
103 PARKING SPACES PROVIDED

3 ACCESSIBLE PARKING SPACES REQUIRED
5 ACCESSIBLE PARKING SPACES PROVIDED

** SIGNATURE BLOCK **

Approved by the City Council on the _____ day of _____ 20___

_____
Planning Director

Mi Cocina

5400 Nebraska Furniture Mart Drive
The Colony, TX 75056

OWNER:
M CROWD RESTAURANT GROUP
350 E. ROYAL LANE, BLDG. 4, STE. 120
IRVING, TEXAS 75039
jeff.simpson@mcrowd.com
(214) 217-3000

CIVIL ENGINEER:
BALLARD & BRAUGHTON ENGINEERING
3815 OLD BULLARD ROAD
TYLER, TEXAS 75701
brian@bbecivil.com
(903) 531-9800

Mi Cocina

THE COLONY, DENTON COUNTY, TEXAS
ABSTRACTS 173 AND 174
CITY PROJECT NO. SP15-0015

ISSUE:
10-30-15 DRC REVISIONS

REVISIONS:
1

DATE: 01/22/19
PROJECT #: ARCH. 218
CIVIL. B-004

STATE OF TEXAS
BRIAN A. BALLARD
66858
LICENSED
PROFESSIONAL ENGINEER
10/30/2019

SHEET NAME
SITE PLAN

SHEET:
DRC-1

IRRIGATION AFFIDAVIT–CITY STANDARDS

[illegible]

SOIL AMENDMENT NOTES

[illegible]

LANDSCAPE NOTES

[illegible]

LANDSCAPE IRRIGATION WARRANTEE

[illegible]

ROOT BARRIERS AT UTILITIES AND PAVING EDGES

[illegible]

LANDSCAPE NOTES

(1) The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

(2) Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

(3) No substitutions for plant materials is allowed, without written and stamped approval by the director on a revised landscape plan.

(4) The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the director. All plantings intended for erosion control will be maintained. The town may require revegetation to prevent erosion or slippage.

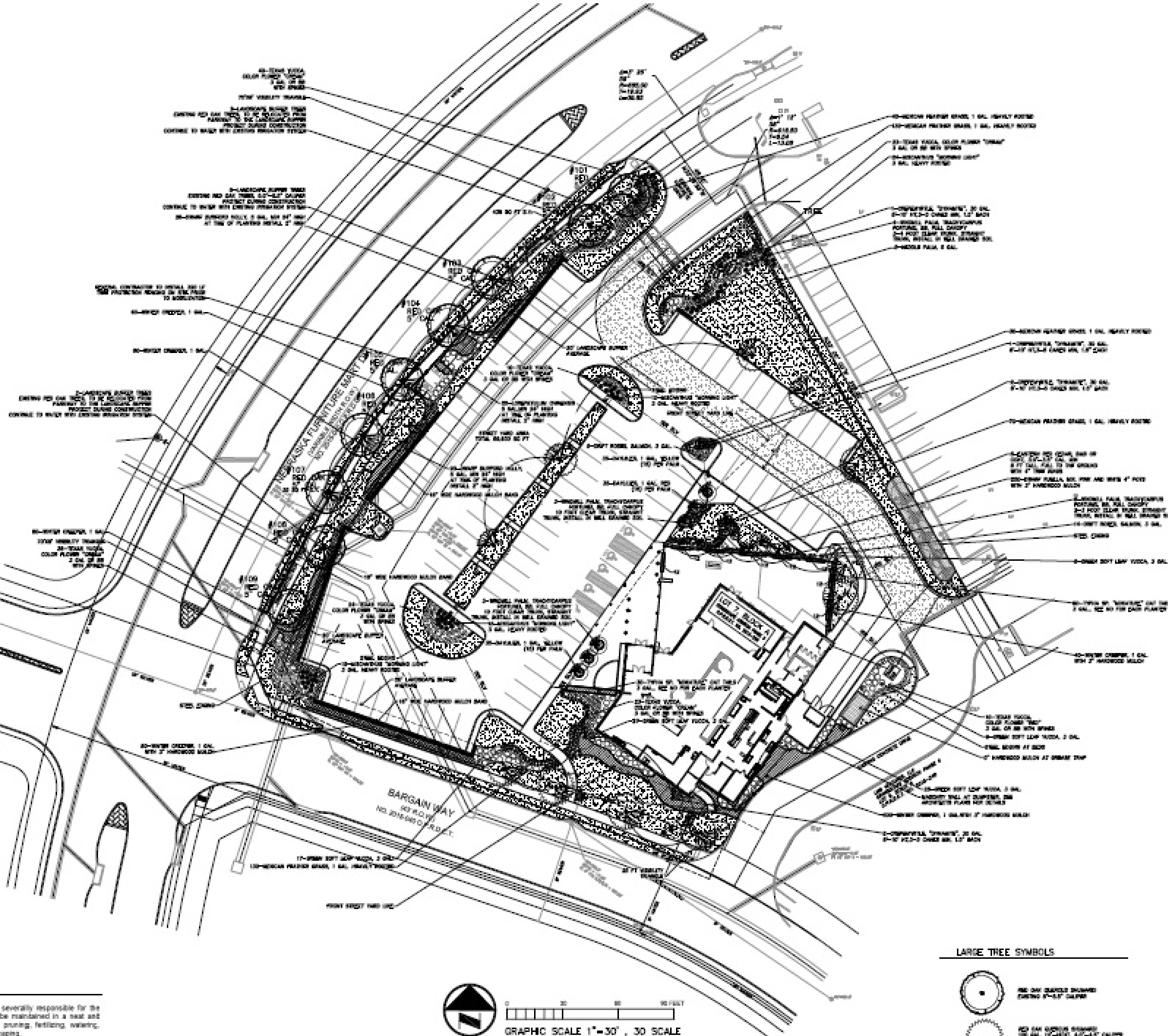
(5) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within 30 days or a date approved by the director, based on current seasons and weather conditions (i.e., drought or freeze).

(6) When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the director.

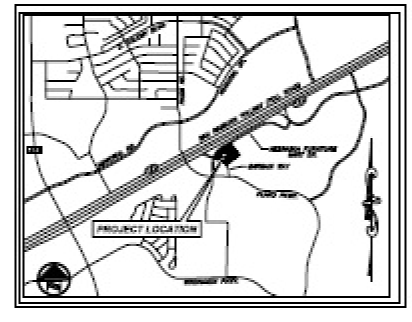
(7) All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

(8) Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

(9) All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip- and flake-resistant metal, decorative, and generally black "storm cloud" in color.



GRAPHIC SCALE 1"=30', 30 SCALE

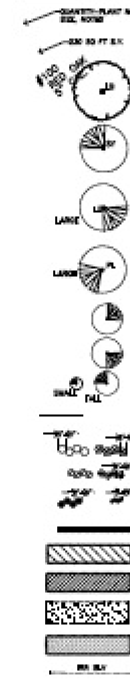


VICINITY MAP NOT TO SCALE

CITY OF THE COLONY LANDSCAPE REQUIREMENTS

[illegible]	[illegible]	[illegible]

LANDSCAPE ORDINANCE LEGEND



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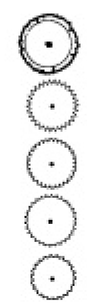
LARGE TREE SYMBOLS



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City Project No. SP15-0015

Mi Cocina

CIVIL ENGINEER:
BALLARD & BRAUGHTON ENGINEERING
3815 OLD BULLARD ROAD
TYLER, TEXAS 75701
PHONE: 903–531–9839

OWNER:
M CROWD RESTAURANT GROUP
350 E. ROYAL LANE,
BLDG. 4, STE. 126
IRVING, TEXAS 75039
PHONE: 214–217–3000

LANDSCAPE ARCHITECTS:
T.H. PRITCHETT ASSOCIATES
1218 CAMINO LAGO
IRVING, TEXAS 75039
214–697–2580
tom@landdesignplan.com

Mi Cocina

THE COLONY, DENTON COUNTY, TEXAS
ABSTRACTS 173 AND 174
CITY PROJECT NO. E15–0017

ISSUE:
OWNER REVIEW

REVISIONS:

DATE: 09/26/2015

PROJECT #: 298

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY T. H. PRITCHETT, R.L.A. NO. 2115 ON 09/26/2015

SHEET NAME:
LANDSCAPE PLANTING PLAN

SHEET:
LA-02

NORTH ELEVATION

STONE 50%
MASONRY STUCCO 43%
METAL FRAME 7%

WEST ELEVATION

STONE 47%
MASONRY STUCCO 38%
METAL FRAME 15%

CONCEPT IMAGES

STONE 1
LUEDERS CARAMEL
ROUGH STONE

STONE 2
LUEDERS GRAY
SMOOTH STONE

METAL PANEL
OMEGA-LITE
BLACK

STUCCO
SW7101 FUTON
SHERWIN-WILLIAMS

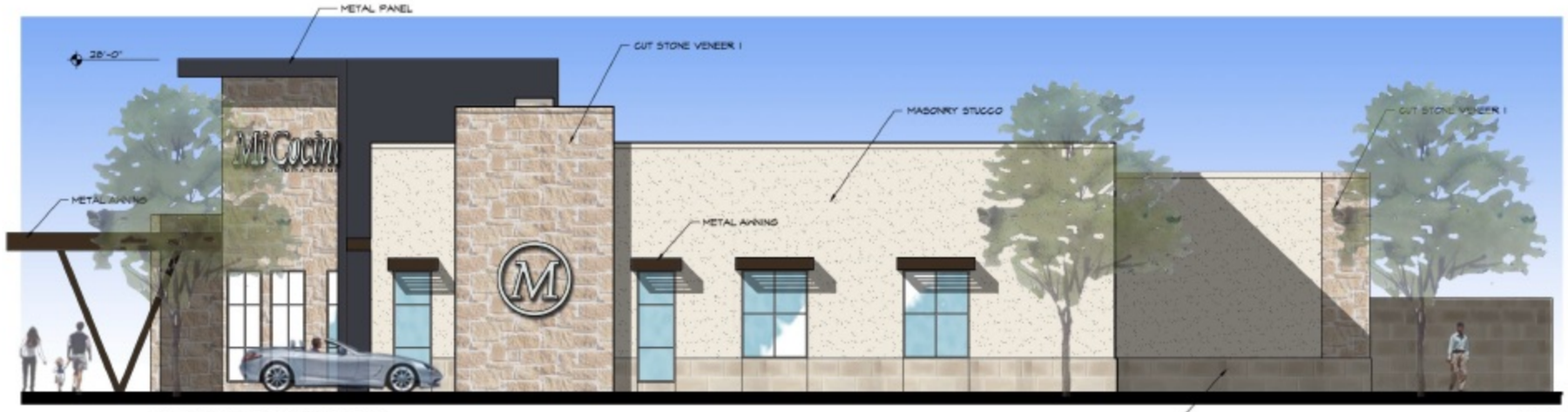
METAL FRAME/AWNING
SW6258 TRICON BLACK
SHERWIN-WILLIAMS

ENTRY DOOR

Mi Cocina

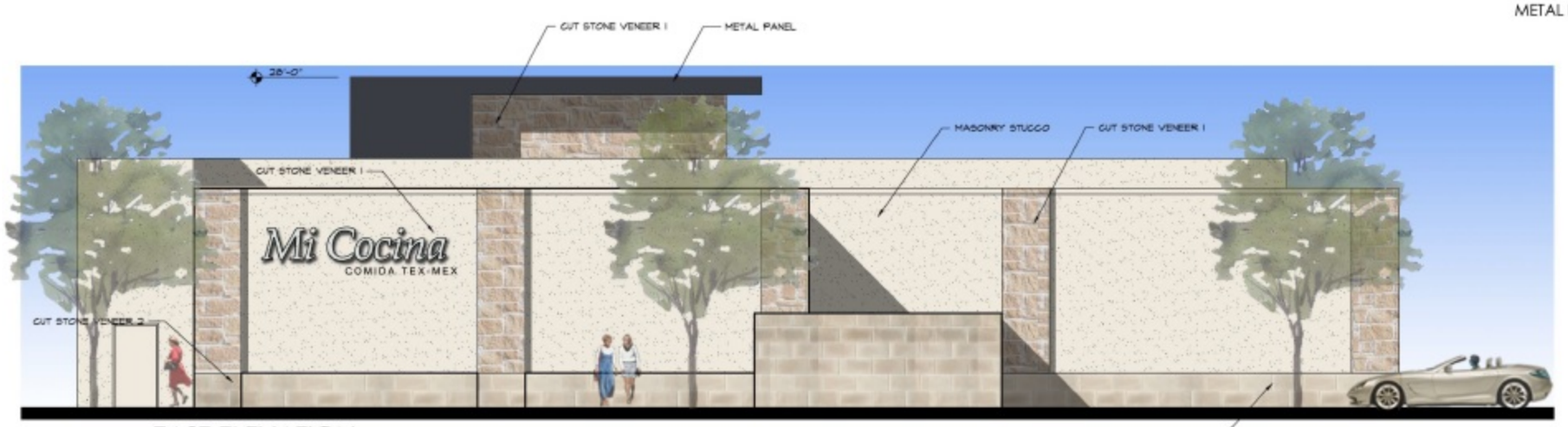
MI COCINA
THE COLONY, TEXAS

CITY PROJECT SP15-0017
ABSTRACTS 173 AND 174 THE COLONY, DENTON COUNTY, TEXAS
M CROWD RESTAURANT GROUP
350 E. ROYAL LANE, BLDG 4 STE 126
IRVING,TX 75039 TEL:214-217-3000



SOUTH ELEVATION

STONE 42%
MASONRY STUCCO 48%
METAL FRAME 8%



EAST ELEVATION

STONE 22%
MASONRY STUCCO 71%
METAL FRAME 7%

CONCEPT IMAGES

STONE 1
LUEDERS CARAMEL
ROUGH STONE

STONE 2
LUEDERS GRAY
SMOOTH STONE

METAL PANEL
OMEGA-LITE
BLACK

STUCCO
SW7101 FUTON
SHERWIN-WILLIAMS

METAL FRAME/AWNING
SW6258 TRICON BLACK
SHERWIN-WILLIAMS

ENTRY DOOR

Mi Cocina

MI COCINA
THE COLONY, TEXAS

CITY PROJECT SP15-0017
ABSTRACTS 173 AND 174 THE COLONY, DENTON COUNTY, TEXAS
M CROWD RESTAURANT GROUP
350 E. ROYAL LANE, BLDG 4 STE 126
IRVING,TX 75039 TEL:214-217-3000

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-____
DEVELOPMENT PLAN
MICOCINA RESTAURANT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A DEVELOPMENT PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR MICOCINA RESTAURANT, A 7,626 SF SINGLE STORY BUILDING, LOCATED AT THE NORTHEAST CORNER OF NEBRASKA FURNITURE MART DRIVE AND BARGAIN WAY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Development Plan Application No. SP15-0015 for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Development Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

_____
Joe McCourry, Mayor

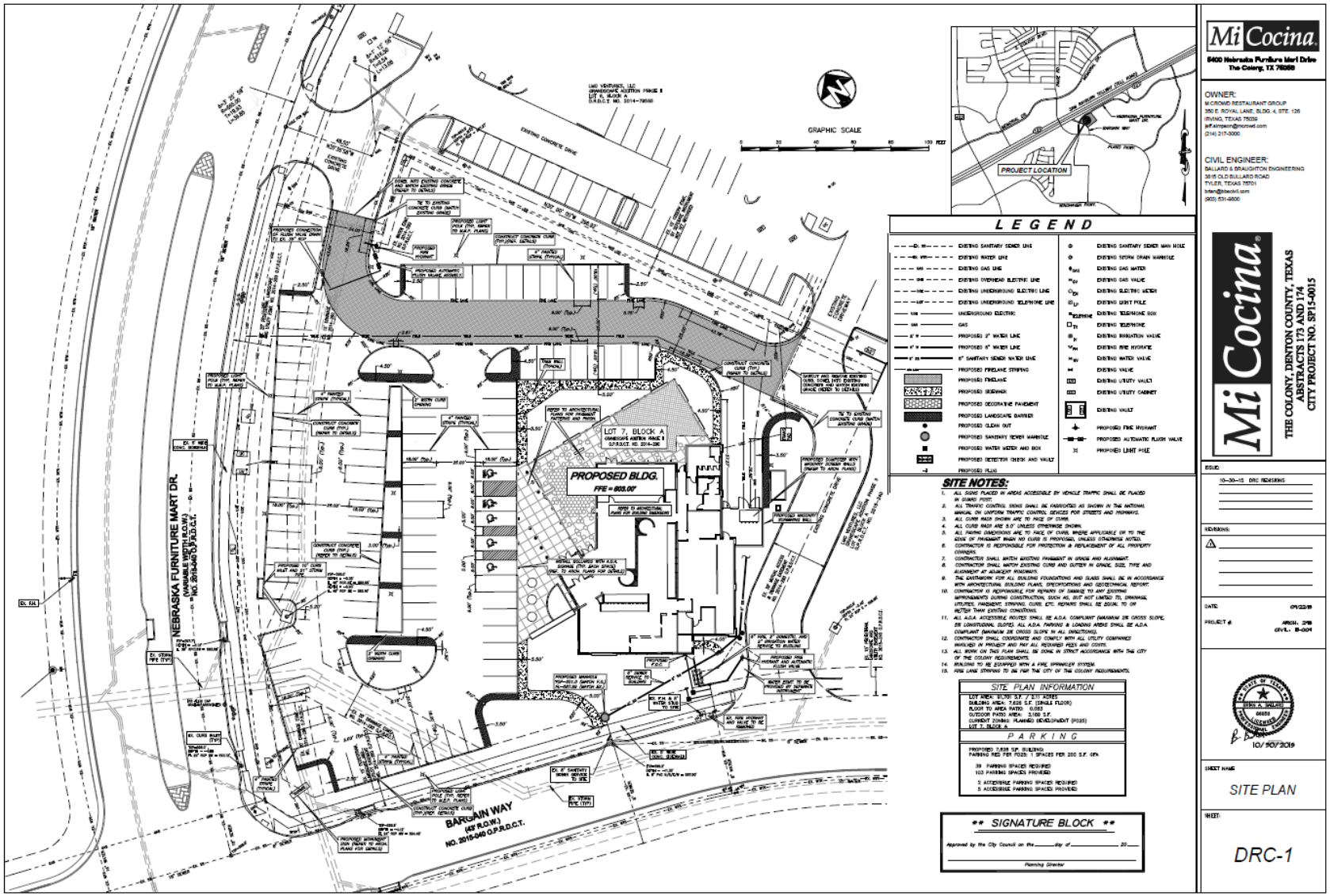
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Development Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Development Services

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider an ordinance approving a site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street (Development Services, Joyce)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Council Staff Report
Location Map
Site Plan
Landscape Plan
Elevations
Proposed Ordinance
October 13, 2015 P&Z Minutes

CITY COUNCIL REPORT

AGENDA DATE: November 17, 2015

DEPARTMENT: Engineering/Development Services Department

SUBJECT ***SP15-0008, Overlake Addition Site Plan***
Discuss and consider a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

OWNER/ENGINEER

Owner/Developer:	HKS Global	Plano, Texas
Engineer/Surveyor:	Mori's Engineering	Plano, Texas

EXISTING CONDITION OF PROPERTY
The property is currently undeveloped.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
October 13, 2015 – The Planning and Zoning Commission voted (5-0) to recommend approval of the Site Plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW
The Development Review Committee (DRC) finds the Development Plan meets the requirements of the General Retail (GR) zoning district and the Gateway Overlay District as outlined in the Staff Report.

OPTIONS
1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.

ATTACHMENTS
1. Staff Analysis
2. Location Map
3. Proposed Site Plan
4. Proposed Landscape Plan
5. Proposed Elevation
6. Proposed Ordinance
7. Minutes of October 13, 2015 Planning and Zoning Commission meeting

ATTACHMENT 1

Staff Analysis

Summary of Request
Applicant is proposing a 17,000 sf retail building on Lot 1, Block A, Overlake Addition.

Existing Condition of Property
The subject property is undeveloped.

Platting Status
A Replat combining the 7 lots into 1 lot for this property is currently under staff review.

Adjacent Zoning/Land Use
North - Vacant, outside The Colony City Limits
South - Heavy Commercial (HC) – Lakeview Pawn Shop
East- Industrial (I) – Vacant Land
West- Main Street

Land Use Analysis
The City Council approved the zoning change for this property on September 15, 2015, zoning this property as General Retail (GR) zoning district. The retail use is an allowed use within GR zoning District. The Gateway Overlay District regulations also apply to this property.

Gateway Overlay District Amenities
Section 10A-1000, Public Amenities and Standards requires for commercial developments greater than one (1) acre but less than five (5) acres in size incorporate one (1) public amenity. The one amenity can be chosen from the following list, as found in Section 10A-100 (a)(3) of the Gateway Overlay District:

(A) Patio or Plaza with seating area;
(B) Landscaped mini-parks, squares or greens;
(C) Water feature; or
(D) Outdoor public art.

The applicant has provided outdoor seating area with enhanced paving to comply with this requirement.

The exterior building materials are combination of brick and stucco to comply with Gateway Overlay District requirements.

Infrastructure Improvements
FM 423/Main Street expansion is underway for this area.

Circulation and Parking
The property will have direct access from Main Street and Overlake Drive through two (2) driveways.

Table 13-100 Off Street Parking Schedule requires 1 parking space per 200 SF for convenience stores. The parking provided meets the specific requirements of Table 13-100 of Parking Section.

Parking Standard	Parking Required	Parking Provided
Parking calculation for Overlake Addition: 1 space per 250 SF (17, 500 SF)	70 spaces (5 ADA)	82 spaces (6 ADA)

Landscaping and Irrigation

The site is proposed to be heavily landscaped with Live Oak, Texas Red Oak, Bur Oak, Lacebark elm and shrubs of various types. 25% of the site has been landscaped. Street trees on both Main Street and Overlake Drive have been proposed. 6 – 3" caliper canopy trees and 11 – 2" caliper ornamental trees on Main Street and 3 – 3" caliper canopy trees and 13 – 2" caliper ornamental trees on Overlake Drive.

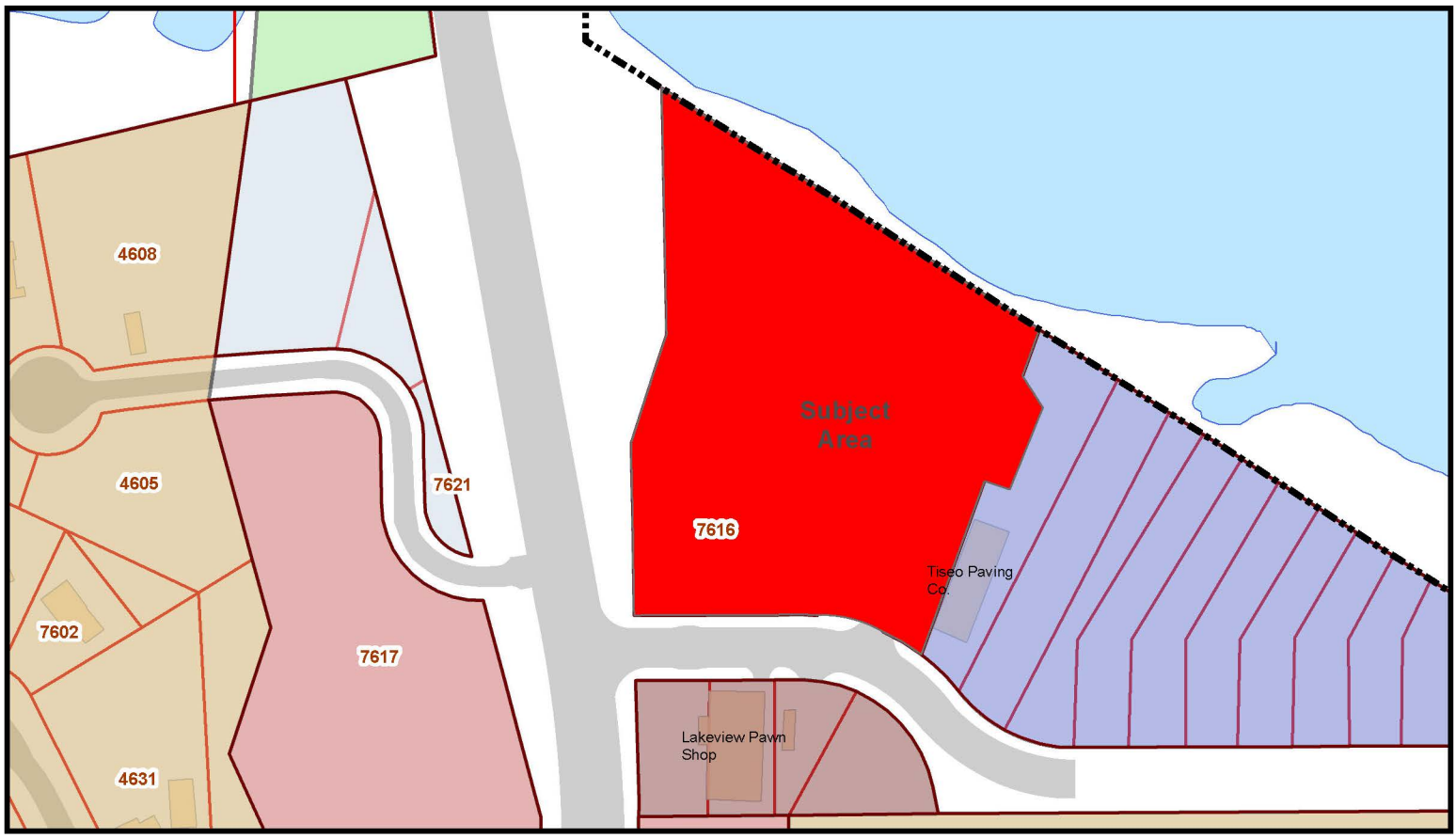
Gateway Landscaping Amenities Requirements

In addition, a development of this size (between one and three acres) in the Gateway Overlay District must provide additional landscaping amenities to meet the requirement of 15 Landscape Points. The applicant has provided the following landscaping amenities to meet this requirement:

Landscape Amenity	Points Earned
Meandering sidewalk	5 points
Enhanced landscaping surrounding monument sign	5 points
Outdoor seating space with enhanced paving	5 points
Total	**15 points**

Development Review Committee Review

The Development Review Committee finds that the Development Plan meets all applicable requirements of the Zoning Ordinance and the Gateway Overlay District, therefore recommends approval.



Project No. SP15-0008 - Project Name: Overlake Addition Site Plan

THE COLONY
City by the Lake

Overlake Addition | Business Park | General Retail | Light Commercial | Office District 1 | Single Family Dwelling
The Hudson | Business Park/Industrial | Heavy Commercial | Mobile Home | Planned Development | BuildingFootprints
Agricultural | Duplex Dwelling | Industrial | Neighborhood Service | Shopping Center

N W E S

This map was generated by GIS data provided by The Colony GIS Department. The City of The Colony does not guarantee the correctness or accuracy of any features on this map. These digital products are for llustration purposes only and are not suitable for site-specific decision making.

LOCATION MAP
NTS

LEGEND:

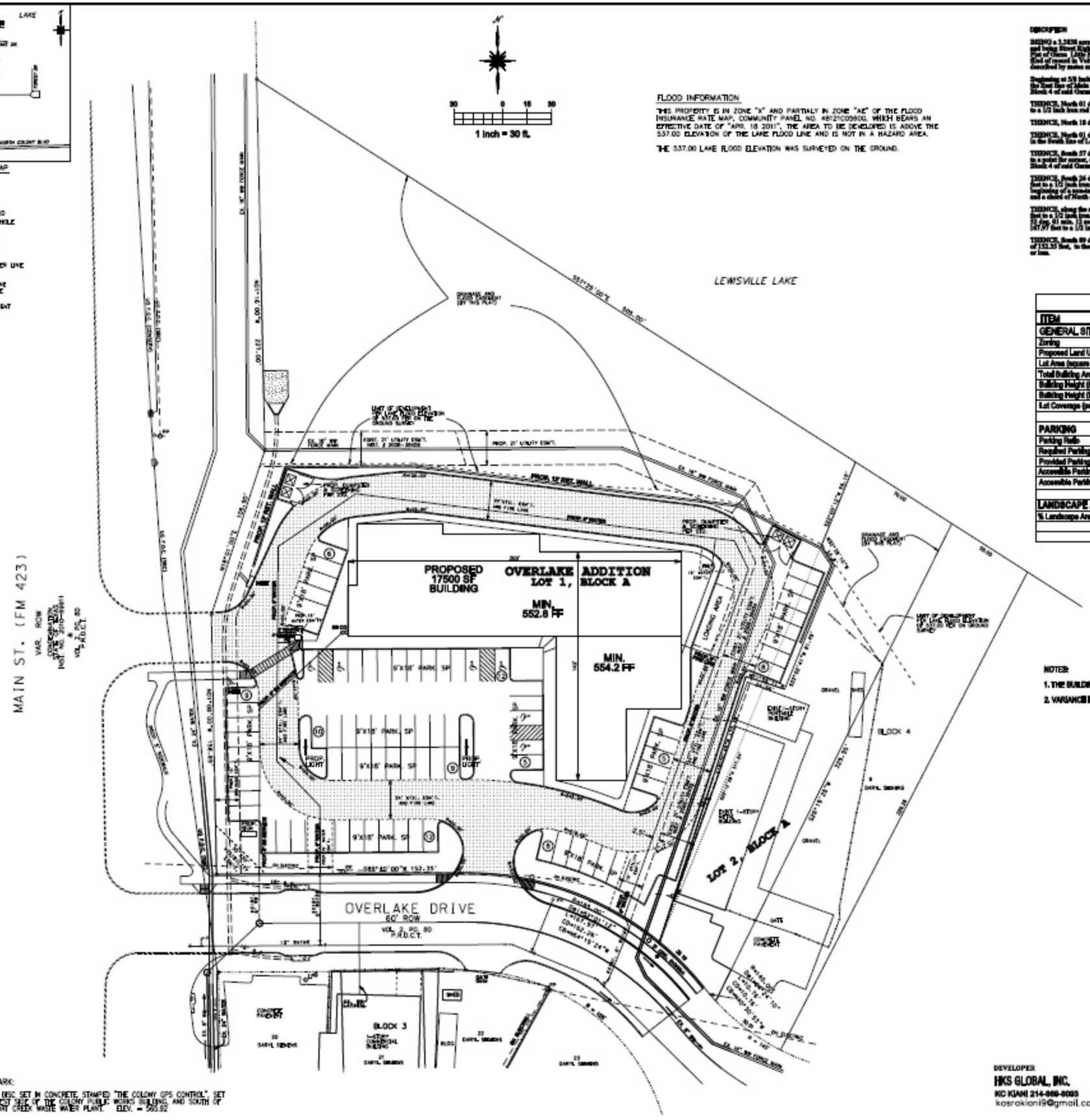
SIR	•	SET IRON ROD
FIR	•	FOUND IRON ROD
MH	O	SAN. SEW. MANHOLE
CO	•	CLEAN OUT
WV	T	WATER VALVE
WM	•	WATER METER
FH	⊕	FIRE HYDRANT
PP	⁄	POWER POLE
OHE	—o/o—	OVERHEAD POWER LINE
W	—w—w—	WATER LINE
SS	—ss—ss—	SAN. SEWER LINE
T	—t—t—	TELEPHONE LINE
G	—g—g—	GAS LINE
	——	ASPHALT PAVEMENT
GM	⊠	GAS METER

30 0 15 30
1 inch = 30 ft.

FLOOD INFORMATION

THIS PROPERTY IS IN ZONE "X" AND PARTIALY IN ZONE "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48121C0580G, WHICH BEARS AN EFFECTIVE DATE OF "APR. 18, 2011". THE AREA TO BE DEVELOPED IS ABOVE THE 537.00 ELEVATION OF THE LAKE FLOOD LINE AND IS NOT IN A HAZARD AREA.

THE 537.00 LAKE FLOOD ELEVATION WAS SURVEYED ON THE GROUND.



DESCRIPTION

BEING a 3.3838 acre (147,399 square feet) tract of land, situated in City The Colony, Denton County, Texas, and being Street Right-of-Way dedication, known as Pine Crest (60' Right-of-Way), and Lots 1-8 being of the Plat of Guess 1.859 Rim Lake Estates Addition, an addition to the City of The Colony, according to the Plat filed of record in Volume 2, Page 80 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at 5/8 inch iron rod at the intersection of the North line of Overlake Drive (60' Right-of-Way) with the East line of Main Street (Variable Right-of-Way), said point also being the Southwest corner of Lot 1, Block 4 of said Guess 1.859 Rim Lake Estates Addition;

THENCE, North 01 deg. 09 min. 00 sec. West, along the said East line of Main Street a distance of 158.89 feet to a 1/2 inch iron rod found for corner;

THENCE, North 18 deg. 01 min. 00 sec. East, a distance of 185.90 feet to a 1/2 inch iron rod found for corner;

THENCE, North 01 deg. 16 min. 00 sec. West, a distance of 227.00 feet to a point for corner, said corner being in the South line of Lewisville Lake;

THENCE, South 57 deg. 25 min. 00 sec. East, along said South line of Lewisville Lake a distance of 305.00 feet to a point for corner, said point being the Northeast corner of said Lot 8 and the Northwest corner of Lot 9, Block 4 of said Guess 1.859 Rim Lake Estates Addition;

THENCE, South 26 deg. 19 min. 39 sec. West, along the common line of said Lots 8 and 9, a distance of 325.95 feet to a 1/2 inch iron rod found for corner in the North line of said Overlake Drive, said point also being the beginning of a nontangent curve to the right with a radius of 140.00 feet, delta angle of 64 deg. 34 min. 19 sec, and a chord of North 40 deg. 36 min. 53 sec. West, 18.76 feet;

THENCE, along the said North line of Overlake Drive and along the said curve to the right, a distance of 19.79 feet to a 1/2 inch iron rod set for the beginning of a curve to the left with a radius of 180.00 feet, delta angle of 32 deg. 01 min. 13 sec, and a chord of North 54 deg. 19 min. 34 sec. West, 102.34 feet, and an arc length of 167.97 feet to a 1/2 inch iron rod set;

THENCE, South 89 deg. 40 min. 00 sec. West, continuing along the said North line of Overlake Drive, a distance of 152.35 feet, to the POINT OF BEGINNING and containing 3.3838 acres (147,399 square feet) of land, more or less.

SITE DATA SUMMARY TABLE

ITEM	LOT 1
GENERAL SITE DATA	
Zoning	COMMERCIAL
Proposed Land Use	RETAIL
Lot Area (square feet & acres)	136,878 SF (3.2838 AC)
Total Building Area (square feet)	17,500 SF
Building Height (# stories)	1 Story
Building Height (feet - distance to tallest building element)	30 feet
Lot Coverage (percent - xx.xx%)	13.59%
PARKING	
Parking Ratio	1SP / 250 SF Bldg
Required Parking (Based on 250 sf Bldg. per Space)	70 SP
Provided Parking (# spaces)	82 SP
Accessible Parking Required (# spaces)	5 SP
Accessible Parking Provided (#spaces)	6 SP
LANDSCAPE AREA	
% Landscape Area Provided	36%

NOTES:

1. THE BUILDING SHALL BE SPRINKLED.
2. VARIANCE HAVE BEEN REQUESTED FOR NOT PROVIDING THE 20' STREETSCAPE BUFFER.

CITY APPROVAL:

Approved by the City Council on the _____day of_____2015.

_____
Development Services Director

BENCHMARK:

ALUMINUM DISC SET IN CONCRETE STAMPED "THE COLONY GPS CONTROL", SET ON THE WEST SIDE OF THE COLONY PUBLIC WORKS BUILDING, AND SOUTH OF THE "STEWART CREEK WASTE WATER PLANT". ELEV. = 555.92

DEVELOPER
HKS GLOBAL, INC.
KC KIANI 214-669-8003
kosrokiani9@gmail.com

SITE PLAN
OVERLAKE ADDITION
LOTS 1 AND 2, BLOCK A

3.3838 ACRES
CITY OF THE COLONY
DENTON COUNTY, TEXAS

CITY PROJECT NO. SP 15-0008

SCALE 1" = 30'
AUG. 2015

BY: MORI'S ENGINEERING, INC.
2616 PIDNICK LANE PLANO, TEXAS 75093
CONTACT: MORI AKHAVAN 972-516-2626
moriakhavan@yahoo.com

MORI'S
ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
F-7701
2616 Pidnick Lane
Plano, Texas 75093
TEL: 972-516-2626
moriakhavan@yahoo.com
CONTACT: MORI AKHAVAN, P.E.

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OVERLAKE ADDITION
7616 MAIN STREET
THE COLONY, TEXAS

DEVELOPER
HKS GLOBAL, INC.

SEALS / CONSULTANTS: F-7701

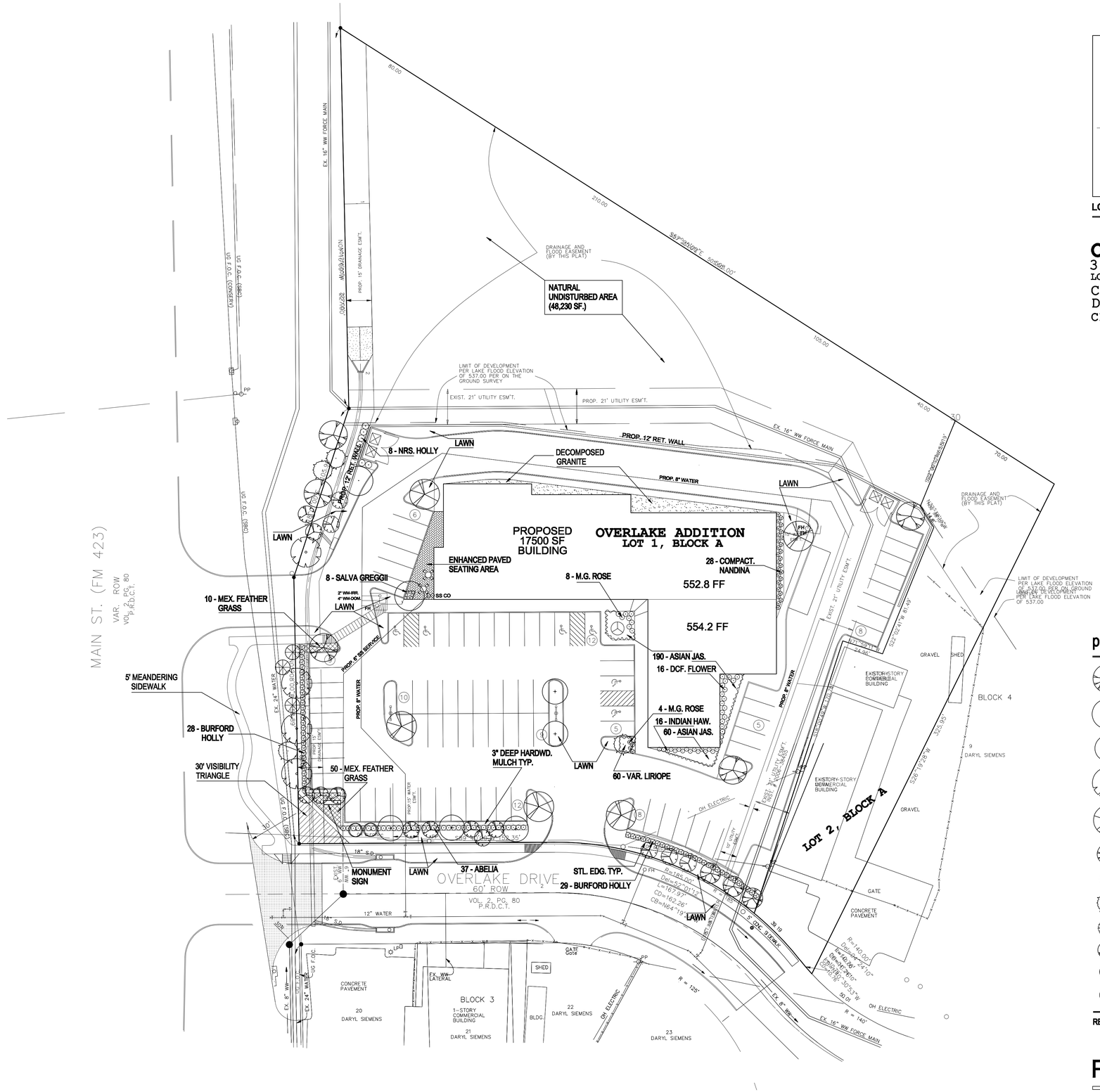
STATE OF TEXAS
MORI AKHAVANZADEH
79174
REGISTERED
PROFESSIONAL ENGINEER
9/21/15

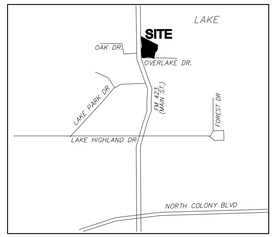
THE SEAL APPEARING ON THIS DRAWING IS AUTHORIZED BY MORI AKHAVAN, P.E. NO. 79174 ON SEP. 21, 2015

PROJECT NUMBER:
1003
ISSUE DATE:
SEP. 21, 2015
REVISIONS:

SHEET NAME:
SITE PLAN

SHEET NUMBER:
C1





LOCATION MAP

NTS

OVERLAKE ADDITION

3.3838 ACRES

LOTS 1 & 2, BLOCK A

CITY OF THE COLONY

DENTON COUNTY, TEXAS

CITY CASE NO. SP 15-0008

proposed tree legend

- TX. RED OAK
- LIVE OAK
- HR.LIVE OAK
- BUR OAK
- LACEBARK ELM
- TX. REDBUD
- TX. MOUNTAIN LAUREL
- DESERT WILLOW
- MEX. PLUM
- CRAPE MYRTLE
- GOLDEN RAINTREE
- EVE'S NECKLACE

REFER LP.02 FOR PLANT QUANTITIES

PLANTING PLAN

30 15 0 30 60

SCALE : 1" = 30' - 0".

aroids landscape architects

5901 Indian hills drive . garland . texas 75044 . 972.530.5036

OVERLAKE ADDITION

7616 MAIN STREET . THE COLONY, TEXAS

revision

MAY. 22, 2015

JUL. 21, 2015

shown

LANDSCAPE PLAN

STATE OF TEXAS
MOHAMMAD A. SALAMA
818
REGISTERED LANDSCAPE ARCHITECT
10.04.2015

date

APR. 13, 2015

sheet

LP.01

Prosperoso & Associates, Inc.
ARCHITECTURE SITE PLANNING INTERIORS
tel: 972.898.9820 fax: 972.692.8287
www. prosperoso.net

01 NORTH ELEVATION
3/16" = 1'-0"

02 EAST ELEVATION
3/16" = 1'-0"

OVERLAKE ADDITION

7616 MAIN ST.
THE COLONY, TX 75056

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2015-_____
SITE PLAN
OVERLAKE ADDITION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SITE PLAN, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, FOR OVERLAKE ADDITION, A SITE PLAN FOR LOT 1, BLOCK A OVERLAKE ADDITION, A 3.3838 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF OVERLAKE DRIVE AND MAIN STREET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, is of the opinion and finds that Site Plan Application No. SP15-0008 for Overlake Addition, on Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street is approved.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, does hereby approve the Site Plan, a copy of which is attached hereto as ***Exhibit A*** of this Ordinance.

SECTION 3. That it is hereby declared to be the intention of the City Council of the City of The Colony, Texas, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 5. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this the _____ day of _____ , 2015.

_____
Joe McCourry, Mayor

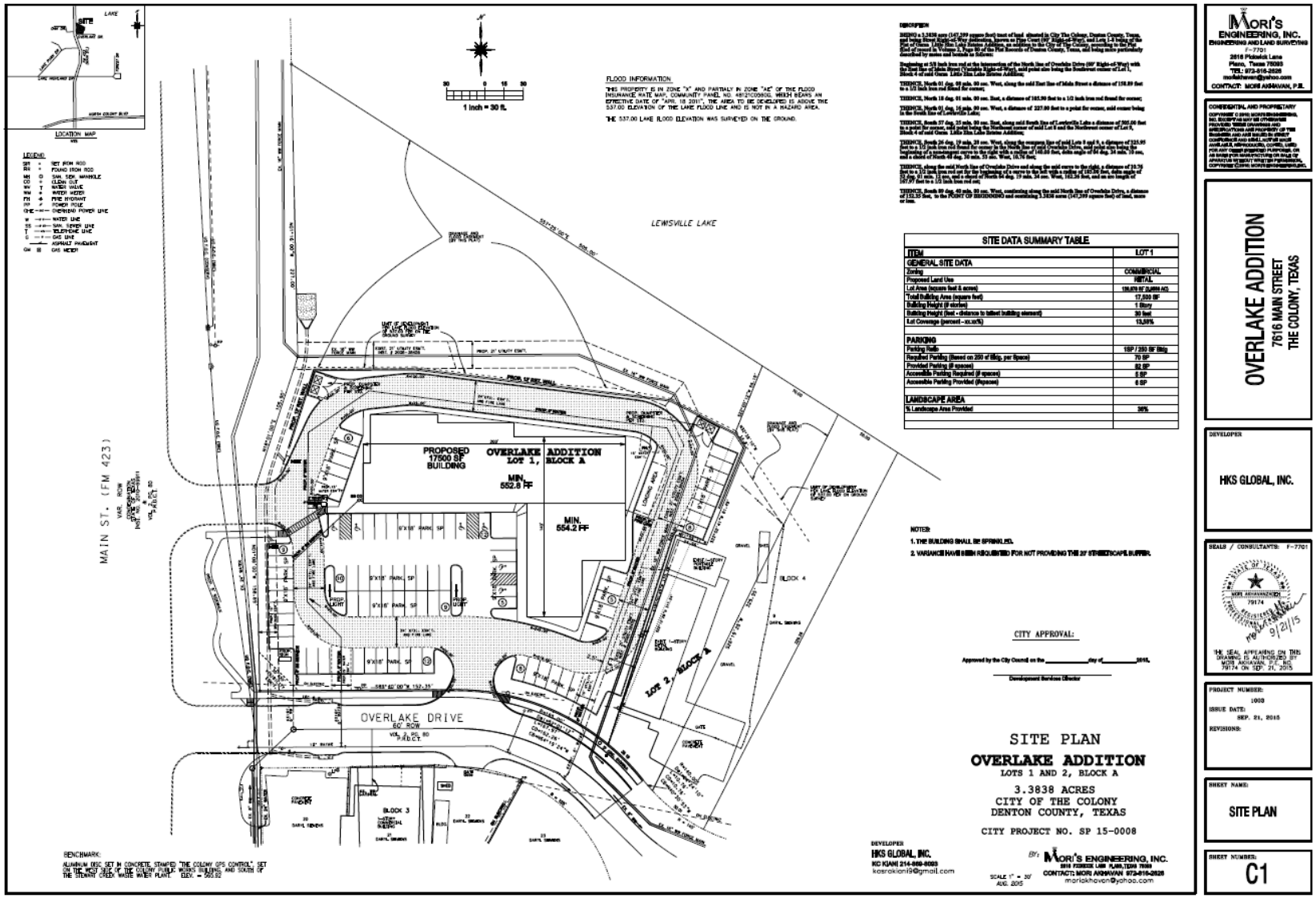
ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

Exhibit A
Site Plan



MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
OCTOBER 13, 2015

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, October 13, 2015 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

Board Members Present: Karen Hames, Chairman, Detrick DeBurr, Vice Chairman, Shawn Rockenbaugh, Brian Buffington, and Shannon Hebb.

Board Members Absent: Cesar Molina Jr. and Janece Pool

Staff Present: Mike Joyce, AICP, Planning Director, Gordon Scruggs, P.E., Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, and Ed Voss, City Attorney.

1.0	**CALL REGULAR SESSION TO ORDER**

Chairman Hames called the meeting to order at 6:30 p.m.

1.1	**CITIZEN INPUT**

Mr. Scott Bynum from 6613 Stewart Blvd spoke about the traffic light on N Colony and Main Street, the west light which takes too long to change.

2.0	**CONSENT AGENDA**
2.1	Consider approval of the minutes of the September 22, 2015 Regular Session.
2.2	***RP15-0010 Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 2R, 3R-X and 4, Block B, Grandscape Addition Ph II, being 4.129 acres out of Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on the southwest corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.3	***RP15-0011 Replat of Lots 1R, 2 and 3-X, Block J, Grandscape Addition Ph II*** Consider approval of a Replat of Lots 1R, 2 and 3-X, Block B, Grandscape Addition Ph II, being a replat of Lot1, Block J, Grandscape Addition, City of The Colony, Denton County, Texas, as recorded in County Clerk's Instrument Number 2015-240 official public records of Denton County, Texas, located on the southeast corner of Nebraska Furniture Mart and Bargain Way, in Planned Development 25 (PD-25) zoning district.
2.4	***FP15-0017 Lot 1 & 2, Block 1, Memorial/Patel Addition Final Plat*** Consider approval of a Final Plat for Lot 1 & 2 Block 1, Memorial/Patel Addition, being 3.961 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 173, an addition to the City of The Colony, Denton County, Texas, located on Memorial Drive, north of Assured Storage, in Business Park (BP) zoning district.
2.5	***RP15-0005 Replat of Lot 1R, Block A, Racetrac South Colony Addition*** Consider approval of a Replat of Lot 1R, Block A, Racetrac, South Colony Addition, being a replat of a portion of Lot 1, Block a, Racetrac, South Colony Addition, an addition to the City of The Colony, Denton County, Texas, according to the plat recorded in Cabinet "T", Page 9, of plat records of Denton County Texas, located at 4901 Main Street, in General Retail (GR) zoning district.

Chairman Hames read the Consent Agenda item into the record. She also mentioned one addition to the minutes.

Commissioner Rockenbaugh asked if the mutual access easement line up with the Angelina's restaurant property and the Racetrac South Colony Addition plat, item number 2.5. Mr. Joyce answered affirmative.

Commissioner DeBurr moved to approve Item 2.1, 2.2, 2.3, 2.4 and 2.5 with the addition to the minutes, Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	**PUBLIC HEARING ITEMS**
3.1	***PDA15-0004 Planned Development 18, 23 Amendment – Tribute Development Standards*** Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Planned Development 18 and 23 (Ordinance No 2013-2023) aka the Tribute and The Tribute West Planned Development amendment, updating the Exhibit B - Development Standards for new constructions within The Tribute and The Tribute West.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if a traffic light is required at the main access roads on Lebanon.

Kathy Cunningham of Mathews Southwest responded that a traffic light is not warranted at this moment as per the traffic study. After the community develops it will be looked into through the traffic study again.

Chairman Hames opened and closed the public hearing at 6:45 p.m. with no one wishing to speak on the item.

Commissioner Hebb moved to approve Item 3.1 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.0	**DISCUSSION ITEMS**
4.1	***SP15-0008, Overlake Addition Site Plan*** Discuss and consider making a recommendation to the City Council on a request for site plan for Lot 1, Block A Overlake Addition, a 3.3838 acres of land located at the Northeast corner of Overlake Drive and Main Street.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if a deceleration lane will be required on Main Street.

Mr. Scruggs responded that right now a deceleration lane is not required, but based on the tenant type in future a traffic study will be warranted and decided at that time.

Commissioner Rockenbaugh also commented on the building on Lot 2 being too close or right on the property line.

Ms. Sen responded that Lot 2 is outside this site plan review and the metal building is a pre-existing non-conforming structure that does not meet the setback requirements.

Commissioner Hebb moved to approve Item 4.1 Commissioner Rockenbaugh seconded the motion. Motion carried (5-0).

4.2	***SP15-0015 MiCocina Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for MiCocina restaurant, a 7,626 sf single story building, located at the northeast corner of Nebraska Furniture Mart Drive and Bargain Way.

Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

There being no question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.2 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.3	***SP15-0020 Grandscape Broadwalk Parking Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for Grandscape Broadwalk Parking, 576 parking spaces for associated retail/restaurant uses, surrounding Grandscape Broadwalk, located at the northwest corner of Grandscape Boulevard and Destination Drive.

Chairman Hames read the discussion item 4.3 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked if there going to be a guardrail along the pond.

Ms. Sen responded affirmative

Commissioner Hebb also asked if within the pond itself will there be some kind of water feature.

Eric Seeley, Graham Associates, mentioned there will be some aeration feature in the pond.

Commissioner Rockenbaugh asked if this is just for the parking and in future as the sites develop along the pond site plans will be brought forward.

Ms. Sen answered affirmative.

There being no further question Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.3 Commissioner DeBurr seconded the motion. Motion carried (5-0).

4.4	***SP15-0021 Staybridge Suites Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Staybridge Suites, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.4 into record.

Ms. Sen presented the staff report.

Commissioner Buffington asked if there going to be shared drives as there are three hotels being built along Memorial Drive.

Mr. Scruggs mentioned there will be two shared drives for these projects.

Commissioner Buffington also asked if there going to be any deceleration lane for the three hotels.

Mr. Scruggs answered that it was looked into but no deceleration lane was required.

Commissioner Buffington asked if there will be any wall separating the storage facility and the hotels.

Mr. Joyce answered affirmative.

Commissioner Hebb asked how many hotels are being built along Memorial Drive.

Mr. Joyce answered six hotels planned to be built along Memorial Drive.

There being no further question Chairman Hames called for a motion.

Commissioner Buffington moved to approve Item 4.4 Commissioner Hebb seconded the motion. Motion carried (5-0).

4.5	***SP15-0022 Best Western Premier Site Plan*** Discuss and consider making a recommendation to City Council on a request for Site Plan for Best Western Premier, a limited service hotel, located south of Memorial Drive, north of Assured Storage in the Business Park (BP) zoning district.

Chairman Hames read the discussion item 4.5 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked regarding cost per room and whether it meets the City's requirements.

Mr. Joyce answered that the rate study was done during the Specific Use Permit (SUP) approval for this hotel.

There being no further question Chairman Hames called for a motion.

Commissioner Hebb moved to approve Item 4.5 Commissioner Buffington seconded the motion. Motion carried (5-0).

4.6	***SP15-0023 Driveway Accessing Lewisville Site Development Plan*** Discuss and consider making a recommendation to City Council on a request for Development Plan for driveway accessing City of Lewisville site, located at the southeast corner of Tittle Drive and Plano Parkway.

Chairman Hames read the discussion item 4.6 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked if the proposed sidewalk will be as shown on the site plan.

Ms. Sen answered affirmative.

Commissioner Hebb asked if staff knew what development is going in Lewisville on this project.

Ms. Sen answered that the driveway is for a 7-Eleven store.

Mr. Tom Holland, Billingsley Company answered that two pad sites will have Jimmy Johns, and Taco Bell and the third pas site is still under negotiation.

There being no further questions Chairman Hames called for a motion.

Commissioner Rockenbaugh moved to approve Item 4.6 Commissioner Hebb seconded the motion. Motion carried (5-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 7: 12 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

AGENDA ITEM

Engineering

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider a resolution authorizing the city manager to execute a contract amendment for Construction Materials Engineering and Testing Services for relocation of the City's utilities on FM 423 (Engineering, Scruggs)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:
Contract Amendment
Location Map
Resolution

Received

Land tec Engineers

STATE OF TEXAS)

COUNTY OF DENTON)

AMENDMENT OF CONSULTANT'S CONTRACT

THIS agreement is by and between the City of The Colony, Texas, a Texas home rule municipality and LANDTEC Engineers, LLC., hereinafter known as Professional, a Texas corporation, with principal offices located in the State of Texas.

WHEREAS, the City and Professional have entered into an agreement such that the Consultant is to provide the following additional services: An extension of the contract for an additional eight (8) months per the attached letter and cost estimate dated October 5, 2015 from LANDTEC Engineers, LLC.

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

WHEREAS, with this Contract Amendment #1, the City of The Colony is hereby approving such additional work and agreeing to pay the Professional on an as needed task order basis as more specifically set forth in the attached letter and cost estimate dated October 5, 2015 from LANDTEC Engineers, LLC.

WHEREAS, with this Contract Amendment #1, the City of The Colony is hereby approving and agreeing to increase the contract funding by $178,376.50.

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

1. Professional, in addition to the work to be performed in the Contract dated August 19, 2014 shall perform the task(s) described in the attached letter and cost estimate basically described as additional services, including the extension of the contract for an additional eight (8) months and performing additional testing services on an as needed basis.

2. The new not to exceed amount of this contract after the addition of the $178,376.50 project funding is now $346,085.50.

3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the 7th day of October 2015.

CITY OF THE COLONY, TEXAS

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
CITY SECRETARY

LANDTEC ENGINEERS, LLC.

By: Thomas D Baker

Printed Name: Thomas D. Baker

Title: President

ATTEST:

Julie McCormack
SECRETARY

Geotechnical & Environmental Engineering
Construction Materials Testing
Laboratory Testing

October 5, 2015
Project No. 2050

Mr. Ronald L. Hartline, P.E.
Senior Engineer
City Of The Colony
6800 Main Street
The Colony, Texas 75056

Re: Change Order No. 1 - Request for Construction Materials Engineering & Testing Services, FM 423 Main Street The Colony,Texas

Dear Ron:

Per our email on Friday, October 2, 2015 we are going to exceed the budget on the FM 423 Main Street project. Our current contract was for $164,709 through October 13, 2015. We are estimating an additional $178,396.50 to complete the project in eight (8) months.

The attached Cost Estimate sheets estimate the number of hours, tests, transportation, report preparation and review time to complete the project.

If additional information is needed or if you have questions, please call.

Sincerely,

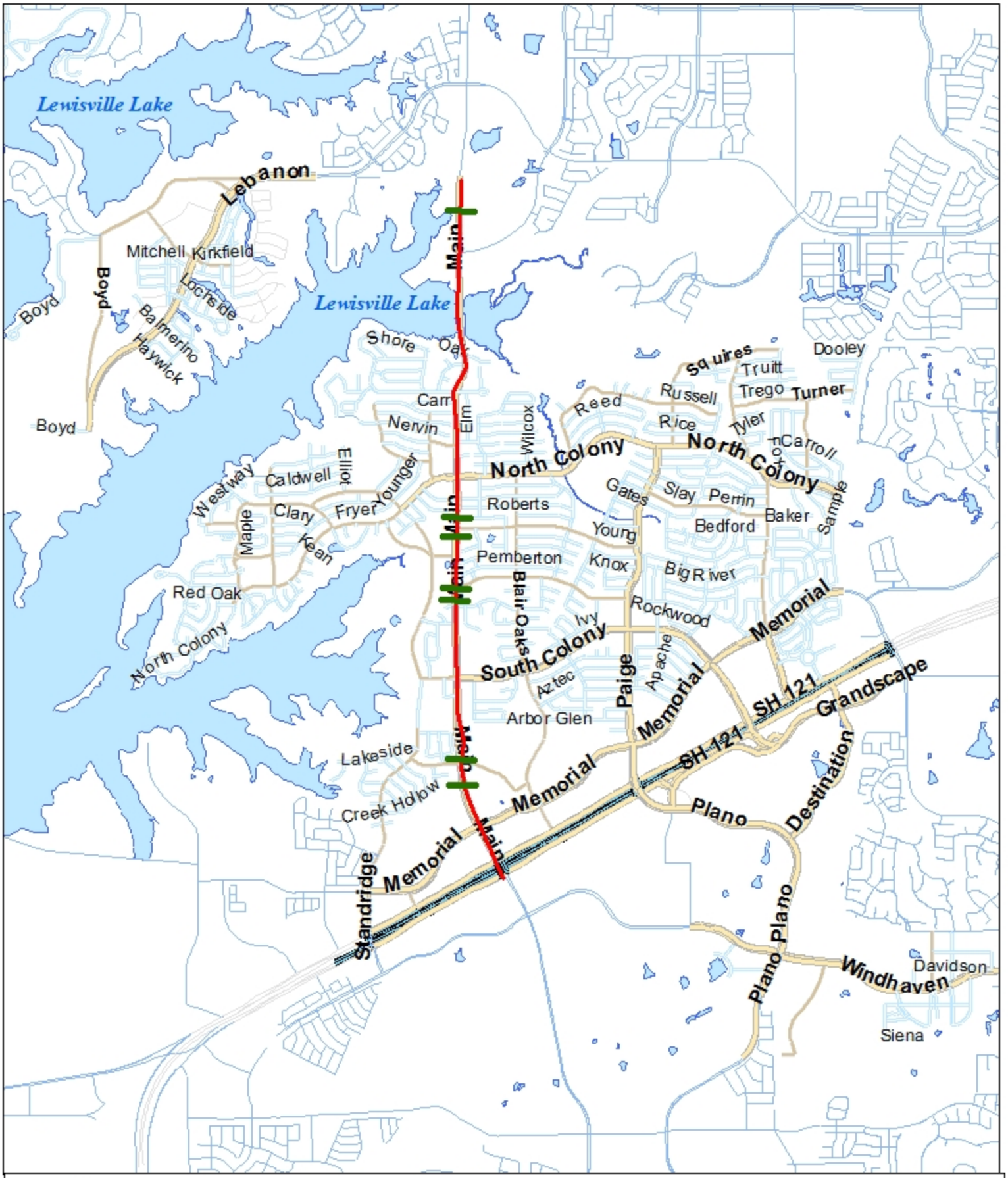
Julie McCormack

Julie McCormack
Office Manager | LandTec Engineers, LLC

Attachments: Cost Estimate Spreadsheet (A1)

Cost Estimate
Construction Materials Engineering Testing
FM 423 Utility Construction
Including Water, Sanitary Sewer and Concrete
The Colony, Texas

Item No.	Description	Unit	Estimated Quantity	Unit Price	Estimated Amount
	BackFill Testing				
	Sr. Engineering Tech	hr	1,100	50.00	55,000.00
	Sr. Engineering Tech	hr	250	75.00	18,750.00
	Transportation	ea	250	65.00	16,250.00
	Standard Proctor ASTM D 698	ea	12	185.00	2,220.00
	Atterberg Limit Test ASTM D 4318	ea	12	60.00	720.00
	Percent Passing #200 Sieve - D 1140	ea	12	35.00	420.00
	Sieve Analysis for Embedment Materials	ea	4	50.00	200.00
	Troxler Nuclear Density Gauge	ea	200	125.00	25,000.00
	In-Place Moisture-Density Tests/Nuclear Method	ea	2,862	2.00	5,724.00
	Report Preparation/Clerical	hr	125	50.00	6,250.00
	Engineer Report Review	hr	55	135.00	7,425.00
					-
	Subtotal =				**137,959.00**
	Concrete				
	Sr. Engineering Technician	hr	300	50.00	15,000.00
	Sr. Engineering Technician (OT)	hr	50	75.00	3,750.00
	Transportation	mi	40	65.00	2,600.00
	Concrete Cylinders	ea	795	18.50	14,707.50
	Report Preparation/Clerical	hr	24	50.00	1,200.00
	Engineer Report Review	hr	12	135.00	1,620.00
					-
	Subtotal =				**38,877.50**
	Construction Site Meetings (as required/as needed)				
	Project Engineer (P.E.)	hr	8	135.00	1,080.00
	Transporation	ea	4	65.00	260.00
	Sr. Engineering Technician	hr	4	50.00	200.00
					-
	Subtotal =				**1,540.00**
	TOTAL ESTIMATED COST			**$**	**178,376.50**



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W E
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Location Map

THE COLONY
City by the Lake

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH LANDTEC ENGINEERS, LLC FOR THE PURPOSE OF CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES ON FM 423 MAIN STREET; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas approves entering into a Contract Amendment with Landtec Engineers, LLC for construction materials engineering and testing services on FM 423 Main Street.

Section 2. That the City Council of the City of The Colony, Texas and Landtec Engineers, LLC, entered into an agreement such that the Consultant is to provide the following additional services: An extension of the contract for an additional eight (8) months and perform additional testing services on an as needed basis.

Section 3. That the City Manager is authorized to execute a Contract Amendment #1 to increase funding by $178,376.50 for said work.

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

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

Engineering

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider approving a resolution authorizing the city manager to execute a contract amendment with Austin Bridge & Road, L.P. for the South Colony Grade Separation at the Sam Rayburn Tollway/SH 121, and ratifying a contract incentive for early completion (Engineering, Scruggs)

Background:

Consider a contract amendment and incentive funding for opening the bridge in March 2015 with Austin Bridge & Road, L.P. for the South Colony Grade Separation at the Sam Rayburn Tollway/SH 121 (SRT). The amendment is needed for revision and addition of roadside and overhead signage and other additional work. The incentive was included in the original contract and the contractor met the deadline of March 2, 2015 to have the bridge open.

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

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

Although the City had already made the decision to construct Phase 2 (the ramps from the bridge on to South Colony Blvd.), to meet the timeline for construction completion it was necessary to begin the Phase 1 project while Phase 2 was being designed. In June 2013, City Council approved a contract with Austin Bridge & Road, L.P. to construct Phase 1 of the overpass for $19,999,737.45.

The first seven contract amendments have been approved for a net increase in construction cost of $1,010,327.05. This amendment 8 addresses revision and addition of roadside and overhead signage and other additional work. The incentive was included in the original contract and the contractor met the deadline of March 2, 2015 to have the bridge open. The cost of Amendment 8 is $319,604.04 and the bridge opening incentive is $506,000.00 resulting in a total contract amount of $21,329,668.54.

The project is 100% funded from the Denton County portion of Regional Toll Revenues (RTR) from the tolling of SH 121 through NCTCOG, TIRZ One, and City acquisition of right-of-way.

Purpose:

Issues:

Alternatives:

Recommendations:
Staff recommends approval of the contract amendment and incentive funding for the bridge opening in March.

Suggested motion: I move to recommend approval of the contract amendment and incentive funding for the bridge opening in March with Austin Bridge & Road, L.P. for the South Colony Grade Separation at the SRT for a total cost of $825,604.04.

Attachments:
Contract Amendment
Location Map
Resolution

CHANGE ORDER #8
CITY OF THE COLONY
DENTON COUNTY, TEXAS
ENGINEERING DEPARTMENT
Proposed State Highway Improvement at
S. Colony Blvd.
City of the Colony
TxDOT CSJ 0364-03-095

CONTRACT AMENDMENT – EXHIBIT "A"

DATE: October 18, 2015

Contract Amendment No. 8 to the Contract Dated June 4th, 2013 between the City of The Colony (Owner) and Austin Bridge & Road, LP (Contractor) as shown below.

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

Contract Amendment Explanation:

- To replace four of the existing balance tee overhead sign structures in the median of the SRT (SH 121). This includes removing existing signage and constructing new drill shafts, tower, truss and replacing the sign panels to identify the new overpass constructed under this contract. New and revised plan sheets have been issued under this change order that detail this work. Changes to the roadside large signs and small signs are also included within the new and revised plan sheets.
- To delete the 65 feet bridge span overhead sign structure along the SBFR. The drill shafts for the vertical support along the ROW could not be constructed due to the abundance of existing utilities. Pot holing was performed which determined the bridge span would have to be replaced with a COSS structure. This change order includes the new and revised sheets that show this work.
- To add a pay item for Force Account #11 – Rail and deck repair damaged by the traveling public.
- To add a pay item for Force Account #12 – Extra I-beams on existing COSS structures to support new sign panels according to the design standard sheets.
- To add a pay item for Force Account #13 – Concrete traffic rail foundation. These foundations were not shown in the plans for the two runs of rail along the outside shoulder of both NB and SB SRT. The rail protects the new bents adjacent to the SRT for the South Colony Boulevard (SCB) bridge structure.
- To add a pay item for Force Account #14 – 54" drill shaft for large signs. This shaft was needed for the new COSS #4 added by this change order.
- To add a pay item for Force Account #15 – 90 linear feet temporary concrete traffic barrier. This run of barrier was requested by the City to protect the newly constructed SSTR rail and signage on the SCB bridge structure. The City is now the owner of these three pieces of barrier.

- To add a pay item for Force Account #16 – Potholing for large roadside signs and two roadway illumination pole foundations. This work was required in order to determine the exact location of the existing utilities. Minor adjustment was made to these foundations after determining the exact location of the utilities. The two roadway illumination foundations had to be dug using the vac truck due to the close proximity of existing utilities. One of the roadway illumination poles was moved across the SBFR in order to find a place without utility conflict. This was approved by the electrical design engineer with the concurrence of the City and NTTA.
- To add a pay item for Force Account #17 – Raising existing sanitary sewer manhole. This work was required in order to raise the MH ring and cover about 5 feet to make it flush with the new finished grade.
- To add a pay item for Force Account #18 – LDS Panels. This work was added in order to delineate the temporary traffic barrier and permanent barrier for traffic using the SBFR to SCB ramp.
- To add a pay item for Force Account #19 – Video RCP lines. This work was required to determine the condition of the RCP lines before the City turns this over to the NTTA for maintenance. The plans did not show this work except for the retaining wall underdrain pipe.
- To add a pay item for Force Account #20 – 35' COSS. This COSS was added to replace the 65 feet bridge span OH structure described in the second contract amendment explanation paragraph.
- To add a pay item for Force Account #21 – Temporary sign for SBFR to SCB ramp. This sign was required in order to designate this new ramp prior to opening to traffic in early March 2015. The permanent sign was not ready during opening to traffic day.
- To add a pay item for Force Account #22 – Additional bracket and sign on SBFR to SCB ramp. This work was added to provide additional advisory signage to the traveling public.
- To add a credit item for not stamping the concrete raised median on SCB bridge as shown in the plans. The City requested not to stamp the concrete.
- To add a credit item for not conventionally drilling two eight foot deep roadway illumination foundations. This credit was required because these two foundations were drilled by the vac truck previously described in this change order.

- This change order adds 163 calendar days to the contract to allow completion of work items that could not be completed due to unavailability of block sod in May through September 2015. It has been mutually agreed between all parties of this contract that no Contractor overhead costs will accrue or be charged to the owner for the addition of these calendar days. Contractor and Construction Manager's office were de-mobilized June 2015. These additional days also allowed completion of all contract bid items and added work as stipulated in Change Order #5 and added under this Change Order.

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

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

TOTAL CONTRACT AMENDMENT NO. 8:	$ 319,604.040
Original Amount of Contract	$ 19,999,737.45
Contract Amount after Amendment No. 7	$ 21,010,064.50
Total Amount after Amendment No. 8	$ 21,329,668.54

Requested Additional Number of Calendar Days to Be Considered Prior to the Final Payment: 163 **Calendar Days**. The Contract Start Time and Notice to Proceed for this project is November 7, 2013. With approval of Contract Amendment No. 8, 163 **Calendar Days** will be added to the revised contract time project schedule of 548 days. The original contract time was 435 Calendar Days. Amendment No. 2, Amendment No. 4 and Amendment No. 7 added **113 Calendar Days Total** to the contract. The total revised Contract Time with approval of Amendment No. 8 shall now be **(548 + 163) 711 Calendar Days.**

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

Thank you.

City of The Colony's offer of proposed change:

By:_____

Printed Name:_____ Date:_____

Title:_____

Contractor: AUSTIN BRIDGE & ROAD, LP

By: Michael D. Manning

Printed Name: Michael D. Manning Date: 10-20-15

Title: Sr. V.P.

Engineer: VRX, Inc.

By: Praxedis Garza, P.E.

Printed Name: Praxedis Garza Date: 10/27/2015

Title: Construction Manager

1.2 - Attachment #1 - Revised and Adjusted Pay Items

CHANGE ORDER #8, ATTACHMENT #1

Updated 10/18/2015

SH 121 @ S. Colony Boulevard Improvement, TxDOT Project CSJ: 0364-03-095

ITEM NO.	PREVIOUS CO OR CONTRACT QUANTITY	ADDITIONAL QUANTITY	REVISED QUANTITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	ADDITIONAL COST	Revised Quantity see Plan Sheet #
416-6018	0	53	53	LF	**Drill shaft for Sign Mts (24" diameter),** work fully performed, complete in place for the sum of one hundred thirty one dollars and fifty-one cents per linear foot.	$ 131.51	$6,970.03	
416-2019	40	-40	0	LF	**Drill shaft for Sign Mts (30" diameter),** work fully performed, complete in place for the sum of one hundred fifty dollars and ninety cents per linear foot.	$ 150.90	($6,036.00)	
416-6023	0	73	73	LF	**Drill shaft for Sign Mts (54" diameter),** work fully performed, complete in place for the sum of five hundred twenty six dollars and thirty-six cents per linear foot.	$ 526.36	$38,424.28	
650-2031	0	4	4	EA	**INS OH SN SUP (35 FT BAL TEE),** work fully performed, complete in place for the sum of twenty eight thousand seven hundred twenty dollars and eighty-six cents per each.	$ 28,720.86	$114,883.44	
650-2068	1	-1	0		**65FT Bridge Span OH SN SUP,** work fully performed, complete in place for the sum of twenty two thousand seventy five dollars and twenty-five cents per each.	$ 22,075.25	$ (22,075.25)	
644-2060	20	2	22	EA	**Remove Small Roadside Support** work fully performed, complete in place for the sum of fifty-six dollars and seventy-seven cents per each.	$56.77	$113.54	
650-2173	3	4	7	EA	**Remove Overhead Sign Support,** work fully performed, complete in place for the sum of two thousand two hundred seventy-one dollars and fifty-eight cents per each.	$2,271.58	$9,086.32	
6008-2002	6	2	8	EA	**Remove Overhead Sign Panel** work fully performed, complete in place for the sum of two hundred twenty-seven dollars and ten cents per each.	$227.10	$454.20	
8830	2	4	6	EA	**Relocate Existing Sign Overhead Sign Panel** work fully performed, complete in place for the sum of four hundred fifty four dollars and twenty cents per each.	$454.20	$1,816.80	
Force Account #11 Rail and Deck Repair	0	1	1	LS	**Force Account #11,** labor, material and equipment according to Engineer's and Contractor's documentation for the sum of forty two thousand seven hundred forty-four dollars and forty-two cents per lump sum.	$ 42,744.42	$42,744.42	
Force Account #12 I-beams for Existing Signs	0	1	1	LS	**Force Account #12,** labor, material and equipment according to Engineer's and Contractor's documentation for the sum of three thousand seven hundred six dollars and seventy-two cents per lump sum.	$3,706.72	$3,706.72	
Force Account #13 TRF for Mainlane Conc Traffic Rail	0	1	1	LS	**Force Account #13,** labor, material and equipment according to Engineer's and Contractor's documentation for the sum of forty seven thousand seven hundred fifthteen dollars and seventy cents per lump sum.	$47,715.70	$47,715.70	

CHANGE ORDER #8, ATTACHMENT #1

Updated 10/18/2015

SH 121 @ S. Colony Boulevard Improvement, TxDOT Project CSJ: 0364-03-095

ITEM NO.	PREVIOUS CO OR CONTRACT QUANTITY	ADDITIONAL QUANTITY	REVISED QUANTITY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE	ADDITIONAL COST	Revised Quantity see Plan Sheet #
Force Account #14 - 54" Drill Shaft for Large Signs	0	18	18	LF	**Force Account #14**, labor, material and equipment according to Engineer's and Contractor's documentation for the sum of five hundred seventy-nine dollars and thirty-six cents per linear foot.	$579.36	$10,428.48	
Force Account #15 - 90 LF Conc Traf Barrier Sold to the City	0	1	1	LS	**Force Account #15**, material costs for conctrete traffic barrier on SBFR to SCB ramp as requested by the City for the sum of two thousand eight hundred twelve dollars and fifty cents per lump sum.	$2,812.50	$2,812.50	
Force Account #16 - Potholing for remaining Signs and Rdwy Illum foundations	0	1	1	LS	**Force Account #16**, labor, material and equipment according to Engineer's and Contractor's documentation for the sum of seven thousand three hundred forty-nine dollars and twenty-seven cents per lump sum.	$7,349.27	$7,349.27	
Force Account #17 - Raising Existing Sanitary Sewer Manhole	0	1	1	LS	**Force Account #17**, labor, material and equipment according to Engineer's and Contractor's documentation for the sum of three thousand three hundred sixty-four dollars and forty-four cents per lump sum.	$3,364.44	$3,364.44	
Force Account #18 - LDS Panels	0	1	1	LS	**Force Account #18**, , work fully performed, complete in place for the sum of two thousand three dollars and eighty-nine cents per lump sum.	$2,951.27	$2,951.27	
Force Account #19 - Video RCP Lines	0	6397	6397	LF	**Force Account #19**, work fully performed, complete in place for the sum of two dollars and eighty-one cents per lump sum.	$2.81	$17,975.57	
Force Account # 20 - 35' COSS	0	1	1	EA	**Force Account #20**, work fully performed, complete in place for the sum of thirty four thousand six hundred thirty dollars and twenty-five cents per each.	$34,630.25	$34,630.25	
Force Account # 21 - Temp Sign for SBFR to SCB Ramp	0	1	1	EA	**Force Account #21**, work fully performed, complete in place for the sum of one thousand two hundred ninety one dollars and two cents per each.	$1,291.02	$1,291.02	
Force Account # 22 - Additional bracket and sign on SBFR to SCB Ramp	0	1	1	LS	**Force Account #22**, work fully performed, complete in place for the sum of four thousand three hundred fifty eitght dollars and four cents per lump sum.	$4,358.04	$4,358.04	
Credit for not stamping raised concrete median	0	185	185	CY	**Credit is sixteen dollars and no cents per cubic yard.**	($16.00)	($2,960.00)	
Credit for not using a convential drill rig for rdwy illum drill shafts	0	16	16	LF	**Credit is twenty five dollars and no cents per linear foot.**	($25.00)	($400.00)	
						TOTAL =	**$319,605.04**	

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Location Map

THE COLONY
City by the Lake

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT AMENDMENT NO. 8 BY AND BETWEEN THE CITY OF THE COLONY AND AUSTIN BRIDGE & ROAD, L.P. FOR REVISION AND ADDITION OF ROADSIDE AND OVERHEAD SIGNAGE, AND OTHER ADDITIONAL WORK FOR PHASE 1 OF THE SOUTH COLONY BOULEVARD GRADE SEPARATION AT S.H. 121, INCORPORATED HEREIN AS EXHIBIT "A"; RATIFYING A CONTRACT INCENTIVE FOR EARLY COMPLETION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and Contractor have entered into an agreement such that the Consultant is to provide the following services: revision and addition of roadside and overhead signage and other additional work; and

WHEREAS, the original Construction Contract authorized an early opening incentive to Contractor in the amount of $506,000.00 if the deadline of March 2, 2015 was met, which was met; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into the Contract Amendment No. 8 with **AUSTIN BRIDGE & ROAD, L.P.** which is attached hereto and incorporated herein by reference as Exhibit "A," under the terms and conditions provided therein, and agrees to fund the early opening incentive; and

WHEREAS, with this Contract Amendment the City of The Colony is agreeing to pay the sum not to exceed $319,604.04 for such work as described on Amendment No. 8, plus the early opening incentive of $506,000.00 with funding available through TIRZ No. 1, NCTCOG/RTR, and city right-of-way acquisition.

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

Section 1. The Contract Amendment, which is attached and incorporated hereto as Exhibit "A", having been reviewed by the City Council of the City of The Colony, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved in the amount of $319,604.04; plus the early opening incentive in the amount of $506,000.00 for a total of $825,604.04; the City Manager is hereby authorized to execute the Contract Amendment on behalf of the City of The Colony, Texas.

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

PASSED, APPROVED and EFFECTIVE this 17th day of NOVEMBER, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM
City Manager

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider a resolution authorizing the city manager to execute a service agreement with SPAN, Inc. for providing demand transportation services to residents and financial support for the Meals on Wheels program and approval of related budget amendment (General Admin, Perez)

Background:
This item is a continuation of the discussion held at the 10/20/15 Council meeting regarding entering in to a service agreement with SPAN to provide demand response transportation services to residents of The Colony.

Purpose:
Per discussion and direction from Council to staff, the revised service agreement sets aside 2500 trips of the total agreement trip amount of 7,922 reserved for transportation of riders to and from The Colony Senior Center with the remaining 5,422 trips will be general purpose for qualified "Riders." The agreement also provides funding for the Meals on Wheels program and Senior Center trip ride subsidy previously provided by The Colony in years past making the Senior Center trip to riders at no cost. The funding break down of the agreement is below.

$5,000-Meals on Wheels, Senior Center lunches, Nutrition Education
$6,250-Senior Center Trip Fare Reimbursement
$101,877-15/16 Demand response transportation services

Issues:

Alternatives:

Recommendations:

Attachments:
Budget Amendment Ordinance
SPAN Agreement
Resolution

CITY OF THE COLONY, TEXAS
ORDINANCE NO. 2015-____

AMENDING THE FISCAL YEAR 2015-2016 BUDGET

AN ORDINANCE AMENDING ORDINANCE 2015-2165, ADOPTING THE FISCAL YEAR 2015-2016 BUDGET FOR CITY OF THE COLONY, TEXAS BY REALIGNING BUDGETS AS SET FORTH HEREIN; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR THE ADOPTION OF THIS ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR THE CITY OF THE COLONY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of The Colony is conducting business pursuant to a budget for fiscal year 2015-2016, heretofore previously adopted by Ordinance No. 2015-2165 on the 15th day of September, 2015; and

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

WHEREAS, the City of The Colony finds it in the best interest of the City to increase the 2015-16 General Fund budget by $113,127 for a not to exceed service agreement with SPAN.

WHEREAS, the City Council has reviewed the budget and has determined that a valid municipal purpose is served by such budget increases and reallocation of funds.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
AMENDMENT AND ADOPTION

That the City's budget for the fiscal year ending September 30, 2016 heretofore previously adopted by Ordinance 2015-2165 duly enacted by the City Council of the City of The Colony on the 15th day of September, 2015, be and is hereby amended as set forth herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; and the same shall be hereby filed with the City Secretary of the City of The Colony.

SECTION 3.
BUDGET INCREASES

That the 2015-16 General Fund Budget is to be increased by an amount not to exceed $113,127.

SECTION 4.
CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of Ordinances of the City of The Colony, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 5.
SEVERABILITY CLAUSE

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

SECTION 6.
SAVINGS CLAUSE

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

SECTION 7.
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED, this the 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney
City of The Colony, Texas

STATE OF TEXAS §

COUNTY OF DENTON §

CONTRACT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between the City of The Colony, Texas, a Texas home-rule municipality, acting by and through its duly authorized City Manager (hereinafter referred to as the "CITY") and SPAN, Inc., a Texas non-profit corporation operating in Denton County, Texas as an organizationdescribed in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director (hereinafter referred to as "SPAN").

WHEREAS, SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

WHEREAS, the success of or failure of SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the CITY; and

WHEREAS, the CITY is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements which SPAN may enter into from time to time; and

WHEREAS, The CITY and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for CITY residents that are seniors (age 60 and older), people with documented disabilities and veterans residing in Denton County (hereinafter referred to collectively as "Riders"); and

WHEREAS, Riders in CITY are taken anywhere in SPAN's demand response transit service area at a cost to the Riders of $2.50 for seniors (age 60 and older) and people with documented disabilities; and

WHEREAS, Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays, and subject to capacity constraints.

NOW, THEREFORE, THE CITY AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. **Recitals**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. **Scope of Transportation Services**

SPAN shall provide door-to-door demand response transit services to CITY citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY.

3. **SPAN Transportation Operations**

a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the CITY's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

b. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the CITY's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the City Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.

d. SPAN will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

4. **Payment**

CITY agrees to pay a reasonable fee for demand response transit service provided to Riders. Such fee for fiscal year October 1, 2015, through September 30, 2016, will be a cumulative amount not to exceed One Hundred One Thousand Eight Hundred Seventy-Seven Dollars and no/100 ($101,877.00) for up to a total of seven thousand nine hundred twenty-two (7,922) one-way trips for Riders, invoiced to CITY on a monthly basis at a price per one-way trip of Twelve Dollars and Eighty-Six Cents ($12.86). There will be 2,500 trips of this total reserved for The Colony Senior Center transportation service. The remaining 5,422 trips will be general purpose for qualified "Riders."

a. The number of one-way trips shall be limited to a maximum of six hundred sixty (660) one-way trips per month at a price of Twelve Dollars and Eighty-Six Cents ($12.86) per one-way trip payable by the CITY.

b. EXCEPTION : If the full allotment of six hundred sixty (660) one-way trips has been exhausted for a particular month and additional one-way trips remain available under this Agreement SPAN may provide transportation service to a Rider needing transportation for dialysis, chemotherapy or other medically necessary treatment or therapy upon provision by the Rider to SPAN of a doctor's order documenting the need for treatment or therapy on the date such service is requested by said Rider (an "Excess One-Way Trip"). CITY will pay SPAN for such Excess One-Way Trips upon submission of documentation supporting the Excess One-Way Trips provided that funds remain available under the maximum amount of this Agreement for such purpose.

c. Excess One-Way Trips shall be deducted from the immediately following month's allotment of six hundred sixty (660) one-way trips.

d. If fewer than sixty hundred sixty (660) one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.

5. **Senior Center Trip Fare Reimbursement**

In addition, the CITY hereby agrees to pay an amount not to exceed Six Thousand Two Hundred Fifty and no/100 dollars ($6,250.00) as reimbursement for Senior Center attendees' transportation/fares to and from the Senior Center based on 2,500 City of The Colony residents' fare cost of $2.50 per trip.

Reimbursement of Senior Center fares shall be processed according to the following:

May 2016- SPAN may invoice the CITY - (include ridership/trip counts for October 2015-March 2016)

October 2016 -SPAN may invoice the CITY - balance of ridership for the year (include

ridership/trip counts for April 2016- September 2016)

Total Fare Reimbursement for FY 2015-16 shall not exceed $6,250.00.

6. General Services Support

In addition to the transportation services described above, SPAN covenants and agrees that it shall provide its services to CITY residents including:

a. Meals at the Senior Center

b. Home delivered meals

c. Nutrition education to meal program participants.

For the operation and provision of the services described in this Article 6, the CITY shall pay the SPAN the sum of Five Thousand and no/100 dollars ($5,000.00) upon execution of this Agreement.

7. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the CITY, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and the CITY, responsibility and indemnity, if any and to the extent allowed by law, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to theCITY. SPAN shall furnish CITY with certificates of insurance or copies of the policies,evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or polices to CITY on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less that indicated:

a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of $1,000,000 per occurrence combined single limit for bodily injury

and property damage.

b. Automobile Liability Insurance including minimum coverage limits of $1,000,000 per combined single limit for bodily injury and property damage.

c. On all insurance required, SPAN shall require insurance providers to:

Name the CITY, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to CITY of any material change to or cancellation of the insurance.

9. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

10. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

11. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

12. Term of Agreement

The term of this Agreement shall be from October 1, 2015 through September 30, 2016. Either party may modify this Agreement by submitting, in writing, the proposed amendment to beconsidered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the CITY terminates without cause, SPAN shall be entitled to receivejust and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

13. Applicable Law Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

14. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the City of The Colony, Texas, and Span, Inc. have executed this Agreement on this the _____ day of November, 2015.

SPAN, INC.,
a Texas non-profit corporation

_____
Deborah Robertson, Executive Director

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

_____
Troy Powell, City Manager

ATTEST:

_____
Christie Wilson, City Secretary

Exhibit "A"

Transportation Policy and Procedures

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES BY AND BETWEEN THE CITY OF THE COLONY AND SPAN, INC.; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, has duly reviewed and considered the CONTRACT FOR SERVICES by and between the City of The Colony and SPAN, INC. for the purpose of providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public.

Section 2. That this Contract for Services attached hereto as Exhibit "A", is found to be acceptable and in the best interest of the City and its citizens, and the City Manager is hereby authorized to execute the Contract on behalf of the City of The Colony, Texas, with the terms and conditions as stated therein.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas, this 17th day of November, 2015.

_____
Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____
Christie Wilson, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

AGENDA ITEM

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 10, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	Discuss and consider cancelling or rescheduling the December 15, 2015 city council meeting and provide direction to staff (Council)

Background:

Purpose:
Direction is needed in order to provide direction regarding the December 15th council meeting since it is near the Christmas holidays.

Issues:

Alternatives:

Recommendations:

Attachments:

AGENDA ITEM

TO:	Mayor, City Council, and City Manager
DATE SUBMITTED:	November 12, 2015
MEETING DATE:	11/17/2015
SUMMARY OF REQUEST:	A. Council shall convene into a closed executive session pursuant to Section 551.071 of the TEXAS GOVERNMENT CODE to seek legal advice from the city attorney regarding a contract with Atlantic Hotels. B. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Court Judge.

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments: