



**CITY OF THE COLONY
CITY COUNCIL MEETING AGENDA
TUESDAY, JULY 19, 2016
6:30 PM**

TO ALL INTERESTED PERSONS:

Notice is hereby given of a **REGULAR SESSION** of the **CITY COUNCIL** of the City of The Colony, Texas to be held at **6:30 PM** on **Tuesday, July 19, 2016** at **CITY HALL, 6800 MAIN STREET, THE COLONY, TEXAS**, at which time the following items will be addressed:

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1. Call to Order
- 1.1. Invocation
- 1.2. Pledge of Allegiance to the United States Flag
- 1.3. Salute to the Texas Flag
- 1.4. 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. Council to provide direction to staff regarding future agenda items (Council)

3.0 CITIZEN INPUT

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

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 Special Session minutes and City Council Regular Session minutes for July 5, 2016 (Interim City Secretary, Stewart)
- 4.2. Consider approving a budget amendment ordinance amending the Municipal Budget for FY 2015-16 in the amount of \$11,756 for Public Safety cash awards (Finance, Cranford)

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.

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- 4.3. Consider approving a resolution authorizing the City Manager to reject the bids for the Memorial Widening Project (Engineering, Scruggs)
 - 4.4. Consider approving a resolution authorizing the City Manager to approve an amendment to the Option and Lease Agreement with AT&T Wireless for cellular equipment on the Clover Valley Water Tower (Engineering, Scruggs)

5.0 REGULAR AGENDA ITEMS

- 5.1. Conduct a public hearing, discuss and consider an ordinance approving a Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of South Colony Blvd., approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development Zoning District (Development Services, Scruggs)
- 5.2. Conduct a public hearing, discuss and consider an ordinance approving a Specific Use Permit (SUP) to allow EIFS exterior construction on a proposed limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of South Colony Blvd., approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development Zoning District (Development Services, Scruggs)
- 5.3. Discuss and consider an ordinance approving a Site Plan amendment to allow Scooters Coffee, a 458 square foot drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to the existing strip center located at the southeast corner of Main Street and South Colony Blvd. within General Retail (GR) zoning district (Development Services, Scruggs)
- 5.4. Discuss and consider approving a resolution authorizing the City Manager to execute a Public Way Use agreement for Fiber-Based Small Cell Network with Crown Castle NG Central LLC (Engineering, Scruggs)
- 5.5. Discuss and consider approving a resolution authorizing the City Manager to execute the Purchase and Installation of a new traffic light at Bargain Way and Nebraska Furniture Mart Drive from Mel's Electric L.P. in the amount of \$226,132.00 (Assistant City Manager, Maurina)
- 5.6. Discuss the proposed 2016-17 Tax Rate not to exceed \$.6675 per \$100 valuation for the taxable value of all real and personal property located within the City of The Colony to be adopted on September 20, 2016 and schedule public hearings on the proposed tax rate to be held August 16 and September 6, 2016 (Finance, Cranford)

6.0 EXECUTIVE SESSION

- 6.1. A. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Police Department Gun Range construction matter.
- B. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Atlantic Colony Venture I, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al., Cause No. 16-02219-442.
- C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric from an Ordinance of The Colony, Texas, and, in the Alternative, Application for a Declaratory Order, SOAH Docket No. 473-16-1119, PUC Docket 45175.
- D. 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.
- 6.2. A. Any action as a result of executive session regarding pending or contemplated litigation – Police Department Gun Range construction matter.
- B. Any action as a result of executive session regarding the pending or contemplated litigation - Atlantic Venture, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al.
- C. Any action as a result of executive session regarding the pending or contemplated litigation Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric matter.
- D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.

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 14th day of July, 2016.



Tina Stewart, TRMC, Interim City Secretary



TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

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

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST: Consider approving City Council Special Session minutes and City Council Regular Session minutes for July 5, 2016 (Interim City Secretary, Stewart)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

July 5, 2016 Special Session Minutes
July 5, 2016 Regular Session DRAFT Minutes

**MINUTES OF COUNCIL SPECIAL SESSION
HELD ON
JULY 5, 2016**

The Special Session of the City Council of the City of The Colony, Texas, was called to order at 6:20 p.m. on the 5th day of July 2016, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

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

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

- 1. Call to Order – 6:20 p.m.**
- 2. City Council to conduct interviews for appointments to the following Advisory Boards:**

Library Board

Council interviewed one applicant.

- 3. Discuss and consider the appointment, evaluation, reassignment, or duties of the following Advisory Boards:**

Library Board

Council made appointments as follows:

Library:

- a. Motion to re-appoint Marlene Martin to Place 1- Terre; second by Boyer; motion passed with all ayes.***

And with no further business to discuss the meeting was adjourned at 6:32 p.m.

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APPROVED:

Joe McCourry, Mayor
City of The Colony

ATTEST:

Tina Stewart, TRMC
Interim City Secretary

**MINUTES OF COUNCIL REGULAR SESSION
HELD ON
JULY 5, 2016**

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:33 p.m. on the 5th day of July, 2016, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

Joe McCourry	Mayor	Present
Kirk Mikulec	Mayor Pro-Tem	Present
Richard Boyer	Councilmember	Present
Brian R. Wade	Councilmember	Absent (Business)
David Terre	Councilmember	Present
Perry Schrag	Councilmember	Present
Joel Marks	Councilmember	Present (6:42 p.m.)

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

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS

1. Call to Order – 6:33 p.m.

1.1. Invocation – *First United Methodist Church*

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

1.3. Salute to the Texas Flag
Salute to the Texas Flag was recited.

1.4. Proclamation Declaring July as Parks & Recreation Month (PARD, Swain)
Parks and Recreation Director Pam Nelson recognized the month of July as Parks and Recreation Month. Ms. Nelson provided an overview of duties performed in the department. She acknowledged City employees for their hard work helping to make the City of The Colony a nice place to visit.

Mayor McCourry presented a proclamation declaring the month of July as Parks & Recreation. The proclamation was received by Pam Nelson.

Councilmember Marks arrived at 6:42 p.m.

1.5. Items of Community Interest

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

Lindsey Stansell provided upcoming events and activities to the Council.

1.5.2. Presentation from the Library Director regarding current and upcoming programs, events, and service improvements (Library, Sveinsson)

Library Director Joan Sveinsson provided current and upcoming programs, events and services improvements to the Council.

Councilmember Terre acknowledged the July 2nd Liberty by the Lake event. Mr. Terre stated there were over 300 participants in attendance. He thanked the Parks and Recreation team for an outstanding job in planning a successful event.

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 Public Information Requests Quarterly Report as presented for Council review (Interim City Secretary, Stewart)

NONE

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

NONE

3.0 CITIZEN INPUT

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

1. Christi Martin spoke concerning grant request submittal for the City Manager's Arts and Entertainment Committee.

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 and Community Development Corporation Special Session minutes for June 20, 2016, and City Council Regular Session minutes for June 21, 2016 (Interim City Secretary, Stewart)

4.2. Consider approving Council Expenditures for the month of May 2016 (Council)

- 4.3. Consider approving a resolution authorizing the City Manager to execute an Interlocal Cooperation Agreement with the City of Carrollton for assistance in Engineering Inspections for Private Subdivisions (Engineering, Scruggs)
- 4.4. Consider approving a resolution authorizing the City Manager to execute a Letter of Direction with CD Builders, Inc., Endurance Reinsurance Corporation of America, and Dayhill Group, LLC to amend Payment Provisions for the Phase 5 Residential Street re-construction (Engineering, Scruggs)
- 4.5. Consider approving a resolution authorizing the City Manager to execute an Amendment to the Interlocal Cooperation Agreement with the Texas Department of Transportation and City of Lewisville for Maintenance of Traffic Signals on FM 423 and SH 121 (Engineering, Scruggs)
- 4.6. Consider approving a resolution authorizing the City Manager to execute an Agreement with the Texas Department of Transportation for Furnishing, Installing and Maintenance of Traffic Signal Preemption Equipment (Engineering, Scruggs)

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

5.0 REGULAR AGENDA ITEMS

- 5.1. Conduct a public hearing, discuss and consider an ordinance approving revocation of a Specific Use Permit (SUP) in a General Retail Zoning District that allowed outside display of vehicles and merchandise on a tract of land totaling approximately 0.88 acres, generally located on the East side of Main Street (FM 423) at 7228, 7300 and 7320 Main Street (Development Services, Scruggs)

Director of Engineering Gordon Scruggs reviewed the proposed Specific Use Permit to allow outside display of motor vehicles. Mr. Scruggs stated in Phase I, the applicant proposes to replace portions to the existing asphalt parking areas to allow positive drainage. In Phase II, improvements to include additional concrete paving for the existing automobile sales and tire repair. On June 3, 2014, City Council approved a six month extension of the deadline to complete the project and no repairs have been made. On March 1, 2016 staff provided a presentation to Council requesting the revocation of the SUP. Development Review Committee finds that the Specific Use Permit does not meet the requirements, and Planning and Zoning recommended revocation of the SUP.

The public hearing was opened at 7:09 p.m.

James Ramsey presented the proposed ordinance to Council. Denise Finney, spoke against this item. Christi Martin, spoke against the proposed ordinance. With no further discussion the public hearing was closed at 7:19 p.m.

Council provided discussion on this item and the consensus of the Council was to revoke the proposed ordinance.

Motion to revoke the proposed Specific Use Permit allowing outside display of motor vehicles- Terre; second by Marks; motion passed with all ayes.

5.2. Conduct a public hearing, discuss and consider an ordinance approving a Specific Use Permit (SUP) for proposed Pappy’s Pet Lodge at 4000 Paige Road within Planned Development 9 (PD-9) zoning district (Development Services, Scruggs)

Gordon Scruggs reviewed the proposed Specific Use Permit to allow for Pappy’s Pet Lodge. Mr. Scruggs stated the applicant proposes to lease the building to house a dog boarding kennel facility with an outside play area; and to fence a portion of the parking lot and convert the area into an outdoor play area for dogs. Mr. Scruggs added an 8 foot tall solid cedar wood fence will be constructed to fully enclose the play area space. The Planning and Zoning Commission recommended constructing a shade structure for the comfort of the animals. The primary time the pets would be kept in the outside enclosed area will be between 8:30 a.m. and 6:30 p.m. Mr. Scruggs stated an SUP is required to review and evaluate certain criteria’s. The Development Review Committee finds that the Specific Use Permits meets all applicable requirements, and Planning and Zoning recommended approval.

The public hearing was opened at 7:36 p.m.

Bill Kinder owner of Pappy’s Pet Lodge provided a brief update on his company to Council.

Councilmember Terre asked if the property would have misters for animals during the summer months. Mr. Kinder explained there were no plans to add misters at this time. He stated the facility would have monitored indoor air condition areas for dogs to play. Mr. Terre suggested Mr. Kinder to contact Mark Cooper Animal Control Manager for future collaboration. Christi Martin spoke in favor of the proposed ordinance. With no further discussion the public hearing was closed at 7:50 p.m.

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

5.3. Discuss and consider approving an ordinance adopting an amendment to the Code of Ordinances, Chapter 6, Article VI, by adding Section 6-170, Entitled “Variance for Dogs on Premises of a Food Establishment”; and approve a resolution amending resolution No. 2015-070 adopting the 2015-16 Master Fee

Schedule, by amending the Master Fee Schedule to establish a variance fee for dogs on the premises of food establishments (General Admin, Perez)

Joe Perez presented to Council the proposed ordinance to allow a variance for dogs on premises of a food establishment and the proposed resolution amending the Master Fee Schedule to establish a variance fee of \$150.00.

Councilmember Schrag asked for clarification on the variance regarding dogs on outside patios. Mr. Perez confirmed the variance is for outside patios only and not indoors. Businesses without outside patios would not be able to apply for the permit.

Christi Martin shared an experience while visiting a restaurant where a dog was present. She asked for more information regarding this item.

Council provided discussion on this item and advised staff to move forward with the proposed ordinance and resolution.

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

5.4. Discuss and consider cancelling or rescheduling the August 2, 2016 City Council meeting due to National Night Out (Council)

Motion to move the first August city council meeting to Monday, August 1, 2016-Schrag; second by Mikulec; motion passed with all ayes.

Executive Session was convened at 8:04 p.m.

6.0 EXECUTIVE SESSION

6.1. A. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding Tax Increment Reinvestment Zone Number One, City of The Colony, Texas.

B. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Quality Excavation, Ltd. v. City of The Colony, Texas, Cause Number 16-03350-442.

C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Atlantic Colony Venture I, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al., Cause No. 16-02219-442.

D. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos

Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric from an Ordinance of The Colony, Texas, and, in the Alternative, Application for a Declaratory Order, SOAH Docket No. 473-16-1119, PUC Docket 45175.

E. 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 9:53 p.m.

6.2. A. Any action as a result of executive session regarding Tax Increment Reinvestment Zone Number One, City of The Colony, Texas.

No Action

B. Any action as a result of executive session regarding pending or contemplated litigation – Quality Excavation, Ltd. v. City of The Colony, Texas, Cause Number 16-03350-442.

No Action

C. Any action as a result of executive session regarding the pending or contemplated litigation - Atlantic Venture, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al.

No action

D. Any action as a result of executive session regarding the pending or contemplated litigation Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric matter.

No Action

E. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.

No Action

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise the city concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

And with no further business to discuss the meeting was adjourned at 9:55 p.m.

APPROVED:

Joe McCourry, Mayor
City of The Colony

ATTEST:

Tina Stewart, TRMC
Interim City Secretary

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST: Consider approving a budget amendment ordinance amending the Municipal Budget for FY 2015-16 in the amount of \$11,756 for Public Safety cash awards (Finance, Cranford)

Background:

Purpose:

Each member of the Fire and Police Departments will receive a \$50 cash award.

Issues:

Alternatives:

Recommendations:

Attachments:

Proposed Budget Amendment Ordinance

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

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 \$11,756 for Public Safety cash awards.

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 \$11,756.

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 19th day of July, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney
City of The Colony, Texas

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 7/19/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to reject the bids for the Memorial Widening Project (Engineering, Scruggs)

Background:

Denton County approved funding with the original Interlocal Cooperation Agreement (ICA) in 2006 and Memorial Drive was constructed as a four-lane divided street from Blair Oaks to Paige Road. An ICA for additional funding was approved earlier this year for the second phase of widening of Memorial Drive from Worley Drive to South Colony Blvd. and the future intersection improvements at Memorial Drive and Blair Oaks Drive.

The widening of Memorial Drive to a four-lane divided street from South Colony Blvd. to Worley Drive has been designed, advertised, and bid. The bid tabulation is attached.

To facilitate construction of the roadway in a timely manner, staff recommends rejecting the bids and re-bidding the project.

Purpose:

To reject the bids for construction of the Memorial Widening subject, so that it may be re-bid at a later date.

Issues:

N/A

Alternatives:

N/A

Recommendations:

Staff recommends rejection of the bids.

Suggested motion: I move to recommend approval of rejecting any and all bids for construction of the Widening of Memorial Drive.

FINANCIAL SUMMARY: (Leave blank if N/A)

Are budgeted funds available: Yes No Amount budgeted/available: \$4,151,637

Fund(s) (Name and number): Denton County ICA 521 \$4,151,637

Source of Funds: Denton County

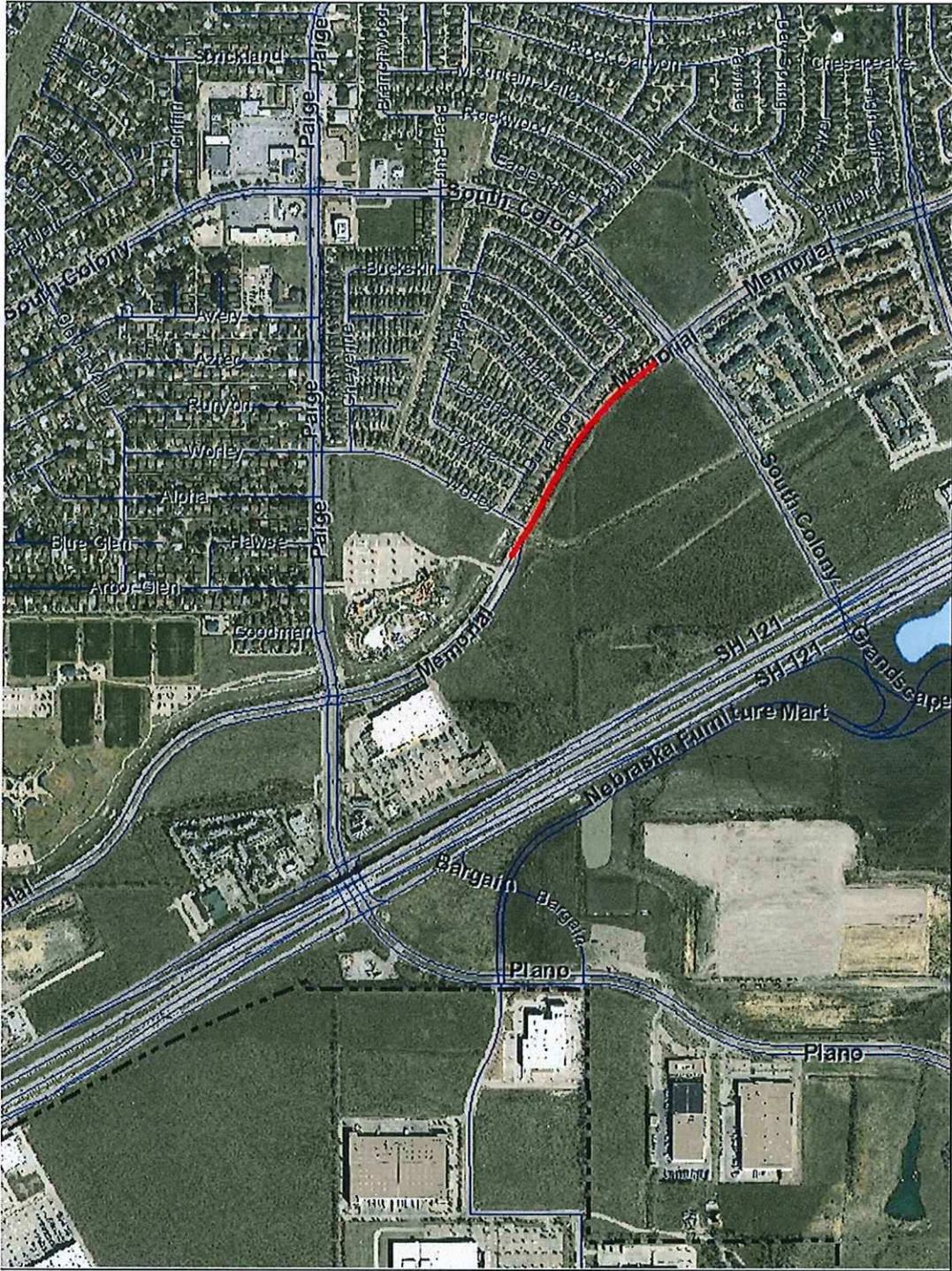
Cost of recommended contract: \$0

Total estimated project cost:

\$ <u>495,837.00</u> Engineering	Already authorized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>1,360,289.00</u> Construction Blair Oaks to Paige	Already authorized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>1,319,988.93</u> Construction Worley to South Colony Est.	Already authorized <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
\$ <u>47,386.00</u> Street Lights	Already authorized <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
\$ <u>928,136.07</u> Available for Blair Oaks Intersection	Already authorized <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
\$ <u>4,151,637.00</u> Total estimated costs	

Attachments:

Location Map
Bid Tabulation
Resolution



Location Map



City of The Colony - Memorial Drive from Worley Dr. to S. Colony Blvd.

Bid Opening: February 23, 2016

City of The Colony Project Manager: Ron Hartline, PE
 Haiff Associates, Inc. Project Manager: Leigh Hollis, PE

BID SUMMARY

	Pavecon Public Works, LP	Tiseo Paving Company	Quality Excavation, LTD.
TOTAL BID	\$1,495,702.81	\$1,319,988.93	\$1,198,599.10
Bid Bond	Yes	Yes	Yes
Addendums Received	Yes	Yes	Yes

	McMahon Contracting, L.P.	Accelerated Critical Path
TOTAL BID	\$1,315,092.04	\$1,553,444.60
Bid Bond	Yes	Yes
Addendums Received	Yes	Yes

Bids Certified by: 
 Leigh A. Hollis, PE

Bid Error ERROR

PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS - CITY OF THE COLONY				COMPANY		COMPANY		COMPANY		COMPANY		COMPANY	
BID OPENS: 3:00 P.M., TUESDAY, FEBRUARY 24, 2016				Pavecon Public Works, L.P. 3022 Roy Orr Blvd. Grand Prairie, TX 75050		Tiseo Paving Company 419 US Hwy. 80 East Mesquite, TX 75150		Quality Excavation, LTD. 958 Highway 377, Ste. 200 Aubrey, TX 76227		McMahon Contracting, L.P. 3019 Roy Orr Blvd. Grand Prairie, TX 75050		Accelerated Critical Path, Inc. 5760 Legacy Drive, Suite B3-513 Plano, TX 75024	
ITEM #	DESCRIPTION	U/M	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
	<i>SECTION I A - PAVING & DRAINAGE</i>												
IA-1	Construction Staking	LS	1	14,000.00	14,000.00	12,000.00	12,000.00	16,250.00	16,250.00	13,920.00	13,920.00	25,000.00	25,000.00
IA-2	General Site Preparation	STA	17	3,300.00	56,100.00	4,525.00	76,925.00	3,464.00	58,888.00	3,673.09	62,442.53	400.00	6,800.00
IA-3	Trench Safety for Storm Drain Lines	LF	167	2.25	375.75	1.20	200.40	6.00	1,002.00	4.86	811.62	1.00	167.00
IA-4	Joint Storm Water Pollution Prevention Plan	LS	1	1,970.00	1,970.00	3,000.00	3,000.00	2,000.00	2,000.00	870.00	870.00	2,500.00	2,500.00
IA-5	Silt Fence	LF	418	1.97	823.46	2.20	919.60	3.00	1,254.00	2.61	1,090.98	6.00	2,508.00
IA-6	Stabilized Construction Entrance	EA	1	1,690.00	1,690.00	2,800.00	2,800.00	2,050.00	2,050.00	1,914.00	1,914.00	4,000.00	4,000.00
IA-7	Inlet Protection	EA	8	141.00	1,128.00	150.00	1,200.00	285.00	2,280.00	133.40	1,067.20	200.00	1,600.00
IA-8	Solid Sod	SY	6,020	9.52	57,310.40	9.50	57,190.00	5.25	31,605.00	6.79	40,875.80	8.50	51,170.00
IA-9	Rock Check Dam	LF	40	34.00	1,360.00	42.00	1,680.00	37.90	1,516.00	34.22	1,368.80	70.00	2,800.00
IA-10	Hydromulch Seeding	SY	9,784	0.86	8,414.24	0.90	8,805.60	2.40	23,481.60	1.31	12,817.04	4.00	39,136.00
IA-11	Soil Retention Blanket	SY	7,403	1.41	10,438.23	1.70	12,585.10	1.30	9,623.90	1.22	9,031.66	1.50	11,104.50
IA-12	Sawcut and Remove Existing Concrete Curb and Gutter	LF	267	14.80	3,951.60	13.00	3,471.00	12.00	3,204.00	4.80	1,281.60	25.00	6,675.00
IA-13	Sawcut and Remove Existing Concrete Pavement and Flatwork	SF	7,427	1.43	10,620.61	1.05	7,798.35	1.35	10,026.45	1.12	8,318.24	3.30	24,509.10
IA-14	Remove Existing Asphalt Pavement	SF	9,724	1.09	10,599.16	0.77	7,487.48	0.70	6,806.80	0.64	6,223.36	1.00	9,724.00
IA-15	Remove Existing Type "Y" Inlet	EA	1	960.00	960.00	1,300.00	1,300.00	1,750.00	1,750.00	488.72	488.72	1,200.00	1,200.00
IA-16	Remove Existing Headwall	EA	1	3,240.00	3,240.00	4,000.00	4,000.00	2,350.00	2,350.00	2,250.62	2,250.62	3,500.00	3,500.00
IA-17	Remove Existing Storm Drain Pipe (various sizes)	LF	8	16.90	135.20	30.00	240.00	38.25	306.00	16.49	131.92	100.00	800.00
IA-18	Unclassified Street Excavation	CY	10,500	19.51	204,855.00	13.60	142,800.00	12.80	134,400.00	19.03	199,815.00	18.00	189,000.00
IA-19	Removal and Disposal of Unsuitable Material and Replace with Select Fill	CY	100	118.30	11,830.00	46.50	4,650.00	113.00	11,300.00	31.14	3,114.00	50.00	5,000.00
IA-20	6-inch Thick Lime Treatment	SY	6,847	5.92	40,534.24	4.00	27,388.00	7.90	54,091.30	3.49	23,896.03	7.00	47,929.00
IA-21	Furnish Lime Material	TON	123	158.09	19,445.07	160.00	19,680.00	163.75	20,141.25	162.40	19,975.20	250.00	30,750.00
IA-22	8-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Pavement	SY	7,677	52.15	400,355.55	50.95	391,143.15	45.25	347,384.25	47.83	367,190.91	50.00	383,850.00
IA-23	6-inch Thick, 4,000 psi Portland Cement Concrete for Driveway Approaches	SF	3,367	5.06	17,037.02	6.05	20,370.35	5.25	17,676.75	7.40	24,915.80	10.00	33,670.00
IA-24	6-inch Concrete Curb and Gutter	LF	152	40.19	6,108.88	35.00	5,320.00	26.00	3,952.00	22.69	3,448.88	50.00	7,600.00
IA-25	Anchorage Joint	LF	654	4.58	2,995.32	5.00	3,270.00	8.00	5,232.00	8.18	5,349.72	20.00	13,080.00
IA-26	Brick Pavers (Medians and Median Noses with Concrete Foundation)	SF	297	16.83	4,998.51	16.50	4,900.50	38.75	11,508.75	11.31	3,359.07	25.00	7,425.00
IA-27	4-inch Thick, 4,000 psi Portland Concrete Barrier-Free Ramp, Type 7	EA	2	1,520.00	3,040.00	1,400.00	2,800.00	1,325.00	2,650.00	1,189.00	2,378.00	2,000.00	4,000.00
IA-28	4-inch Thick, 4,000 psi Portland Cement Concrete for Sidewalks	SF	90	27.92	2,512.80	5.50	495.00	8.75	787.50	14.87	1,338.30	15.00	1,350.00
IA-29	18-inch Class III Reinforced Concrete Storm Drain (open cut)	LF	57	82.00	4,674.00	88.00	5,016.00	85.00	4,845.00	108.87	6,205.59	120.00	6,840.00
IA-30	Multiple (3) 7-foot X 6-foot Reinforced Concrete Box Culverts (open cut)	LF	110	1,520.00	167,200.00	1,300.00	143,000.00	944.00	103,840.00	1,337.69	147,145.90	1,500.00	165,000.00
IA-31	10-foot Recessed Curb Inlet	EA	2	3,365.00	6,730.00	5,800.00	11,600.00	6,600.00	13,200.00	4,582.00	9,164.00	8,500.00	17,000.00
IA-32	Concrete Headwall with Flared Wings (FW) for 3 - 7-foot x 6-foot Box Culvert	EA	1	30,400.00	30,400.00	26,500.00	26,500.00	32,365.00	32,365.00	27,260.00	27,260.00	12,000.00	12,000.00
IA-33	24-inch Thick Grouted Rock Riprap	CY	271	270.50	73,305.50	182.00	49,322.00	133.25	36,110.75	312.04	84,562.84	400.00	108,400.00
IA-34	Barricades, Warning and Detour Signs, and Fences	LS	1	30,200.00	30,200.00	24,000.00	24,000.00	5,500.00	5,500.00	16,460.80	16,460.80	30,000.00	30,000.00
IA-35	Pavement Markings and Signage	LS	1	16,600.00	16,600.00	15,500.00	15,500.00	11,875.00	11,875.00	17,127.40	17,127.40	20,000.00	20,000.00

PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS - CITY OF THE COLONY				COMPANY		COMPANY		COMPANY		COMPANY		COMPANY	
BID OPENS: 3:00 P.M., TUESDAY, FEBRUARY 24, 2016				Pavecon Public Works, L.P. 3022 Roy Orr Blvd. Grand Prairie, TX 75050		Tiseo Paving Company 419 US Hwy. 80 East Mesquite, TX 75150		Quality Excavation, LTD. 958 Highway 377, Ste. 200 Aubrey, TX 76227		McMahon Contracting, L.P. 3019 Roy Orr Blvd. Grand Prairie, TX 75050		Accelerated Critical Path, Inc. 5760 Legacy Drive, Suite B3-513 Plano, TX 75024	
ITEM #	DESCRIPTION	U/M	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
	TOTAL SECTION I A - ITEMS 1-35				1,225,938.54		1,099,357.53		991,253.30		1,127,611.53		1,276,087.60
	SECTION I B - WATER & SANITARY SEWER												
IB-1	Trench Safety for Water Lines	LF	1,332	1.13	1,505.16	1.20	1,598.40	1.25	1,665.00	1.58	2,104.56	1.00	1,332.00
IB-2	12" Gate Valve	EA	2	3,200.00	6,400.00	2,800.00	5,600.00	3,125.00	6,250.00	2,597.40	5,194.80	5,000.00	10,000.00
IB-3	16" Butterfly Valve	EA	2	4,900.00	9,800.00	5,600.00	11,200.00	7,300.00	14,600.00	2,959.32	5,918.64	8,000.00	16,000.00
IB-4	Connect to Existing 8-inch Water Line	EA	2	2,400.00	4,800.00	505.00	1,010.00	2,175.00	4,350.00	1,617.27	3,234.54	1,200.00	2,400.00
IB-5	Connect to Existing 16-inch Water Line	EA	2	4,160.00	8,320.00	2,600.00	5,200.00	5,725.00	11,450.00	1,954.83	3,909.66	3,000.00	6,000.00
IB-6	8-inch AWWA C900 PVC DR 18 (Class 150), Water Line (open cut)	LF	104	54.09	5,625.36	44.50	4,628.00	68.00	7,072.00	48.73	5,067.92	120.00	12,480.00
IB-7	12-inch AWWA C900 PVC DR 18 (Class 150) Water Line (open cut)	LF	40	136.40	5,456.00	125.00	5,000.00	175.00	7,000.00	119.41	4,776.40	250.00	10,000.00
IB-8	16-inch AWWA C905 PVC DR 18 (class 235) Water Line (open cut)	LF	1,188	121.70	144,579.60	87.50	103,950.00	61.00	72,468.00	62.04	73,703.52	100.00	118,800.00
IB-9	Adjust Water Valve to Grade	EA	3	170.00	510.00	875.00	2,625.00	915.00	2,745.00	427.37	1,282.11	1,200.00	3,600.00
IB-10	Adjust Blow-Off Valve to Grade	EA	1	615.00	615.00	6,200.00	6,200.00	2,500.00	2,500.00	3,025.79	3,025.79	1,200.00	1,200.00
	TOTAL SECTION I B - ITEMS 1-10				187,611.12		147,011.40		130,100.00		108,217.94		181,812.00

PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS - CITY OF THE COLONY				COMPANY		COMPANY		COMPANY		COMPANY		COMPANY	
BID OPENS: 3:00 P.M., TUESDAY, FEBRUARY 24, 2016				Pavecon Public Works, L.P. 3022 Roy Orr Blvd. Grand Prairie, TX 75050		Tiseo Paving Company 419 US Hwy. 80 East Mesquite, TX 75150		Quality Excavation, LTD. 958 Highway 377, Ste. 200 Aubrey, TX 76227		McMahon Contracting, L.P. 3019 Roy Orr Blvd. Grand Prairie, TX 75050		Accelerated Critical Path, Inc. 5760 Legacy Drive, Suite B3-513 Plano, TX 75024	
ITEM #	DESCRIPTION	U/M	QTY	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
SECTION I C - STREET LIGHTS													
IC-1	2-inch PVC Schedule 40 Conduit for Street Lights (by open cut)	LF	1,712	6.54	11,196.48	6.00	10,272.00	6.65	11,384.80	6.73	11,521.76	10.00	17,120.00
IC-2	2-inch PVC Schedule 40 Conduit for Street Lights (by bore)	LF	89	18.03	1,604.67	18.00	1,602.00	19.00	1,691.00	18.56	1,651.84	25.00	2,225.00
IC-3	Street Light Foundation	EA	6	1,100.00	6,600.00	1,100.00	6,600.00	1,100.00	6,600.00	1,131.00	6,786.00	1,500.00	9,000.00
IC-4	Remove Existing Street Light Foundation	EA	4	411.00	1,644.00	400.00	1,600.00	425.00	1,700.00	423.40	1,693.60	600.00	2,400.00
TOTAL SECTION I C - ITEMS 1-4							21,045.15		20,074.00		21,375.80		30,745.00
SECTION I D - LANDSCAPE AND IRRIGATION													
ID-1	Irrigation	LS	1	40,700.00	40,700.00	38,500.00	38,500.00	35,600.00	35,600.00	35,824.57	35,824.57	45,000.00	45,000.00
ID-2	Shumard Oak (3" cal)	EA	12	460.00	5,520.00	468.00	5,616.00	600.00	7,200.00	609.00	7,308.00	600.00	7,200.00
ID-3	Live Oak (3" cal)	EA	8	480.00	3,840.00	490.00	3,920.00	575.00	4,600.00	574.20	4,593.60	500.00	4,000.00
ID-4	Eastern Red Cedar (45 Gallon)	EA	12	304.00	3,648.00	315.00	3,780.00	535.00	6,420.00	533.60	6,403.20	500.00	6,000.00
ID-5	2-inch Electrical Conduit and Service Wire	LF	200	37.00	7,400.00	8.65	1,730.00	10.25	2,050.00	17.40	3,480.00	13.00	2,600.00
TOTAL SECTION I D - ITEMS 1-5							61,108.00		53,546.00		55,870.00		64,800.00
TOTAL BASE BID - SECTIONS IA-ID							1,495,702.81		1,319,988.93		1,198,599.10		1,315,092.04
BID PROPOSAL SUMMARY													
<i>Materials Incorporated into Work</i>							895,702.81		725,993.91		411,927.00		881,111.67
<i>Materials Not Incorporated into Work</i>							-		48,830.00		170,961.96		140,000.00
<i>Other, Labor, Etc.</i>							600,000.00		593,995.02		737,842.10		923,444.60
Total							1,495,702.81		1,319,988.93		1,198,599.10		1,315,092.04
ADDENDA RECEIVED? YES/NO							YES		YES		YES		YES
BID BOND RECEIVED? YES/NO							YES		YES		YES		YES

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, REJECTING ANY AND ALL BIDS CONCERNING THE WIDENING OF MEMORIAL DRIVE FROM WORLEY DRIVE TO SOUTH COLONY BOULEVARD PROJECT, BID #69-16-05, AND REPEALING RESOLUTION NUMBER 2016-028 WHICH HAD AWARDED THE BID FOR THE PROJECT TO TISEO PAVING COMPANY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about April 19, 2016, the City Council for the City of The Colony, Texas (the “City Council”), awarded the Memorial Drive Widening, from Worley Drive to S. Colony Blvd. Project, Bid # 69-16-05 (the “Project”), to Tiseo Paving Company in accordance with state law; and

WHEREAS, on or about April 28, 2016, Quality Excavation, Ltd., filed a lawsuit against the City of The Colony, Texas (the “City”), concerning the award of the Project, in Cause No. 16-03350-442, filed in the 442nd Judicial District Court, in Denton County, Texas (the “Lawsuit”); and

WHEREAS, in an effort to expedite construction of the Project and without admitting any fault or liability in the Lawsuit, the City Council finds and determines that it is in the best interest of the City and its citizens to reject any and all bids submitted on the Project, including the award of the Project to Tiseo Paving Company, and to rebid the Project in accordance with state law.

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

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

SECTION 2. The City Council finds and determines that it is in the best interest of the City and its citizens, in an effort to expedite construction of the Project, to reject all any and all bids for the Project, including the award of the Project to Tiseo Paving Company, pursuant to section 252.043(f) of the Texas Local Government Code, and repeal Resolution No. 2016-028, which had awarded the Project to Tiseo Paving Company.

SECTION 3. The City Council hereby authorizes City staff to take all actions necessary to rebid the Project in accordance with state law.

SECTION 4. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, 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 Resolution; and the City Council hereby declares it would have passed such

remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. All provisions of the resolutions of the City in conflict with the provisions of this Resolution shall be, and are hereby, amended and repealed, and all other provisions of the resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 6. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 19th day of July, 2016.

Joe McCourry, Mayor

ATTEST:

Tina Stewart, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 7/19/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to approve an amendment to the Option and Lease Agreement with AT&T Wireless for cellular equipment on the Clover Valley Water Tower (Engineering, Scruggs)

Background:

The City entered in to an agreement with AT&T Wireless in 2002 for providing for antennas with associated cabling on the Clover Valley Water Tower with an area for cabinets on the ground. The initial monthly rental was \$2,000.

Two amendments to the agreement were approved in 2006 and 2011. These amendments provided for the expansion of AT&T facilities with additional antennas and ground space. In 2014, a third amendment was approved that included upgrades of existing equipment and three new antennas with associated cabling. With the third amendment the monthly rental payments were increased to \$3,400.

This fourth amendment is for the replacement facilities that will be placed on the tower now that the tower has been repainted.

Purpose:

To consider approval of the fourth amendment to the Option and Lease Agreement with AT&T Wireless.

Issues:

N/A

Alternatives:

N/A

Recommendations:

The City Attorney and staff have reviewed the amendment and staff recommends approval of the amendment.

Suggested motion: I move to recommend approval of the fourth amendment to the Option and Lease Agreement with AT&T Wireless.

Attachments:

Location Map
Amendment to Agreement
Resolution



Location Map



STATE OF TEXAS § City of The Colony
 § Fourth Amendment to Option and
COUNTY OF DENTON § Lease Agreement

THIS FOURTH AMENDMENT TO OPTION AND LEASE AGREEMENT is made and entered into by and between the City of The Colony, Texas, a Texas home-rule municipality (hereinafter referred to as the “Landlord”), and New Cingular Wireless PCS, LLC, successor in interest to Metroplex Telephone Company, a Texas General Partnership, d/b/a AT&T Wireless, LLC (hereinafter referred to as the “Tenant”) acting by and through their authorized representatives.

WHEREAS, on or about February 27, 2002, the Landlord and Tenant entered into an Option and Lease Agreement regarding the lease of certain real property located at 5033 Clover Valley, The Colony, Texas (hereinafter referred to as the “Agreement”); and

WHEREAS, on or about August 11, 2006, the Landlord and Tenant entered into the First Amendment to Option and Lease Agreement; and

WHEREAS, on or about May 3, 2011, the Landlord and Tenant entered into a Second Amendment to Option and Lease Agreement; and

WHEREAS, on or about June 3, 2014, the Landlord and Tenant entered into a Third Amendment to Option and Lease Agreement; and

WHEREAS, Section 23(a) of the Agreement provides that the Agreement may only be amended through written agreement approved by the parties; and

WHEREAS, the Landlord and Tenant now desire to amend the Agreement with this Fourth Amendment (hereinafter referred to as the “Fourth Amendment”) to address the mutual obligations of the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Amendment to Agreement.** That Section 2 of the Agreement is amended and shall read as follows:

“2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communication fixtures and related equipment, cables, accessories and improvements (collectively the “Communication Facility”) and any other items necessary to the successful and secure operation of the Communication Facility, as substantially described in *Exhibit 2* of this Fourth Amendment; such use includes the right to test, survey and check title on the Property. Landlord’s execution of this Fourth

Amendment will signify Landlord's approval of *Exhibit 2*. Tenant agrees to comply with all applicable governmental laws, rules, statutes, and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the Communication Facility within the Premises in accordance with details shown in *Exhibit 2*, at any time during the term of the Agreement."

2. **Miscellaneous Provisions.**

- (a) In the event of an inconsistency between this Fourth Amendment and the terms of the Agreement, this Fourth Amendment shall govern.
- (b) The Agreement shall continue in full force and effect except as amended herein.

[The Remainder of this Page Intentionally Left Blank]

EXECUTED this _____ day of _____, 2016.

Landlord:

CITY OF THE COLONY, TEXAS,
A Texas home-rule municipality

By: _____
Troy C. Powell, City Manager

ATTEST:

Tina Stewart, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

EXECUTED this 30 day of June, 2016.

Tenant:

NEW CINGULAR WIRELESS PCS, LLC,
a Texas limited liability company

By: AT&T Mobility Corporation
It's: Manager

By: 
Name: Leigh Ann Dodson
Title: Area Manager - RE&C
NTX Network Ops

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 30 day of June, 2016, by Leigh Ann Dodson, Area Manager, of New Cingular Wireless, PCS, LLC, successor in interest to Metroplex Telephone Company, a Texas general partnership, d/b/a AT&T Wireless L.L.C.

Kathleen Meza
Notary Public, State of Texas



STATE OF TEXAS

§
§
§

COUNTY OF DENTON

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

Notary Public, State of Texas

Exhibit 2

Depiction of Communication Facility



SITE NAME: THE COLONY (CLOVER VALLEY)
SITE NUMBER: DX0748
STRUCTURE TYPE: WATER TANK
FA CODE: 10078018



2015 LTE 3C PTN: 3012A02HTZ
4C PTN: 3012A03DZI

PROJECT INFORMATION

SITE NAME: THE COLONY (CLOVER VALLEY)
SITE NUMBER: DX0748
911 ADDRESS: 5033 CLOVER VALLEY
 THE COLONY, TX 75056
LATITUDE: 33.0845556
LONGITUDE: -96.8846056
GROUND ELEVATION: 595 AMSL
JURISDICTION: CITY OF THE COLONY
STRUCTURE TYPE: WATER TANK

DRIVING DIRECTIONS

FROM DALLAS/FORT WORTH INTERNATIONAL AIRPORT,
 DEPART TOWARD TX-97 S SPUR / INTERNATIONAL
 PARKWAY / INTERNATIONAL PKWY N LEFT
 FOR TX-97 N SPUR / INTERNATIONAL PKWY N LEFT
 TOWARD NORTH EXIT / TERMINALS A AND B. ROAD
 NAME CHANGES TO TX-97 S SPUR / INTERNATIONAL
 PKWY N. ROAD NAME CHANGES TO TX-97 N SPUR /
 INTERNATIONAL PKWY N. KEEP STRAIGHT ONTO
 INTERNATIONAL PKWY N. KEEP STRAIGHT ONTO
 TX-121 N TOLL / SAW RAYBURN TUNN. TAKE RAMP
 RIGHT FOR E TX-121 / TX-121 TOWARD PAGE RD
 / PLANO PKWY. TURN LEFT AND THEN BEAR RIGHT
 ONTO PAGE RD. TURN LEFT ONTO S COLONY BLVD.
 ONTO COLONY BLVD. TURN LEFT ONTO DR. ARRIVE AT
 CLOVER VALLEY DR ON THE RIGHT.

CONTACTS

APPLICANT:
 AT&T MOBILITY
 1807 MOBILITY LANE
 FARMERS BRANCH, TX 75234

PROPERTY OWNER:
 THE CITY OF THE COLONY
 5900 MAIN STREET
 THE COLONY, TX 75056

PROJECT MANAGER:
 GOODMAN NETWORKS
 8400 INTERNATIONAL PARKWAY
 SUITE 1000
 PLANO, TX 75093 CUNNINGHAM
 PHONE: 214-310-2150
 E-MAIL: mcunningham@goodmannetworks.com

ARCHITECT/ENGINEER:
 LEVEL 5 CONSULTING ENGINEERS
 1000 WEST WINDYBUSH DR. SUITE 501
 GARDEN RIDGE, TX 75046
 CONTACT: TONY HUEBEL
 PHONE: 210-542-5911

TELEPHONE COMPANY:
 AT&T
 PHONE: 1-866-722-9246

POWER COMPANY:
 TXU ENERGY
 1-800-711-9112

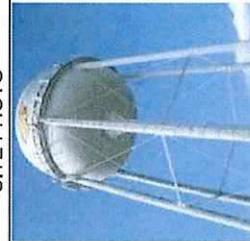
SCOPE OF WORK

THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR
 HUMAN OCCUPANCY THE SCOPE OF WORK FOR THIS SITE INCLUDES:

LTE 3C SCOPE:

1. INSTALLATION OF (3) RRUS-32 (1 PER SECTOR)
2. INSTALLATION OF (1) 1/2" FIBER TRUNK
3. INSTALLATION OF (3) 7/8" DC CABLE BUNDLES
4. INSTALLATION OF (3) DC2-48-60-0-9E (1 PER SECTOR)
5. INSTALLATION OF (1) FC12-PC6-10E
6. INSTALLATION OF (3) RRUS-11 (1 PER SECTOR)

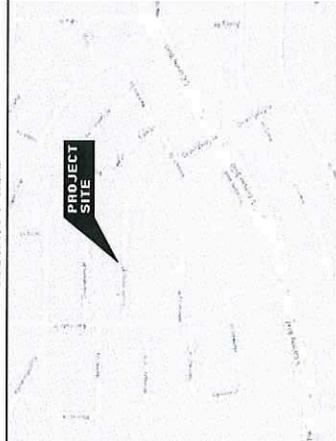
SITE PHOTO



APPLICABLE CODES & STANDARDS

- INTERNATIONAL BUILDING CODE, 2009 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- NATIONAL ELECTRICAL CODE, 2011 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL MECHANICAL CODE, 2009 EDITION AS ADOPTED BY LOCAL JURISDICTION.
- INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION AS ADOPTED BY LOCAL JURISDICTION

VICINITY MAP



SHEET INDEX

T1.0	COVER SHEET
N1.0	GENERAL NOTES
A1.0	COMPOUND PLAN
A1.1	EQUIPMENT PLAN
A2.0	TOWER ELEVATION
A2.1	EXISTING ANTENNA PLAN
A2.2	PROPOSED ANTENNA PLAN
A3.0	TOWER EQUIPMENT DETAILS
A4.0	ANTENNA INFORMATION ALPHA SECTOR
A4.1	ANTENNA INFORMATION BETA SECTOR
A4.2	ANTENNA INFORMATION GAMMA SECTOR
A4.3	ANTENNA DIAGRAM
E1.0	ELECTRICAL DETAILS
E2.0	GROUNDING DETAILS

NOTE: DRAWING SCALES ARE FOR 22"X34" SHEETS UNLESS OTHERWISE NOTED.

APPROVALS

	DATE
AT&T REAL ESTATE	
AT&T RF ENGINEERING	
AT&T CONSTRUCTION MANAGER	
AT&T OPERATIONS	
GOODMAN CONSTRUCTION MANAGER	
PROPERTY OWNER	
CONTRACTOR	

THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE APPLICABLE REGULATORY AGENCIES AND MAY IMPOSE CHANGES OR MODIFICATIONS.

SITE ACCESS PROCEDURES

PREPARED FOR:



AT&T MOBILITY
 1807 MOBILITY LANE
 FARMERS BRANCH, TX 75234



Goodman Networks
 6400 INTERNATIONAL PARKWAY
 PLANO, TX 75093
 SUITE 1000
 TEL: (972) 406-8992

SITE NAME:
THE COLONY (CLOVER VALLEY)
SITE NUMBER:
DX0748
SITE ADDRESS:
 5033 CLOVER VALLEY
 THE COLONY, TX 75056
 DENTON COUNTY



12/17/15



1915 FA 2521, STE. 201,
 CANTON, TX 75001
 PH: (214) 540-9911
 FAX: (214) 540-9996

DRAWN BY:	MS
DATE DRAWN:	09/02/15
APPROVED BY:	TH
REVISION:	
NO DESCRIPTION	BY DATE
A 50% SUBMITTAL	WS 09/23/15
D ISSUED FOR CONSTRUCTION	DH 12/17/15

SHEET TITLE:

COVER SHEET

SHEET NUMBER:
T1.0

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



6400 INTERNATIONAL PARKWAY
SUITE 1000
GARDEN RIDGE, TX 75043
Tel: (972) 5068992

SITE NAME:
THE COLONY (CLOVER VALLEY)
SITE NUMBER:
DX0748
SITE ADDRESS:
5033 CLOVER VALLEY
THE COLONY, TX 75056
DENTON COUNTY

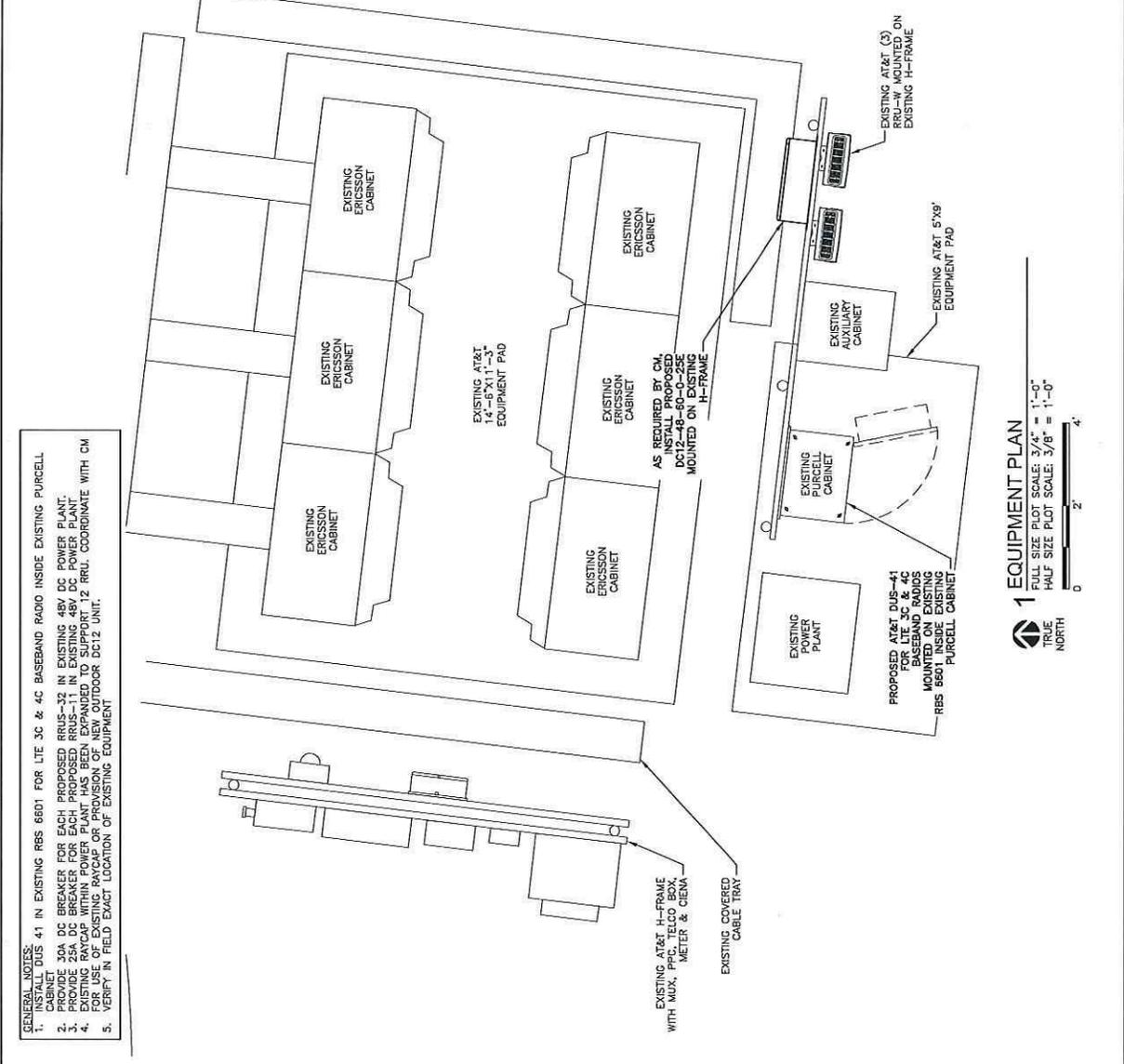
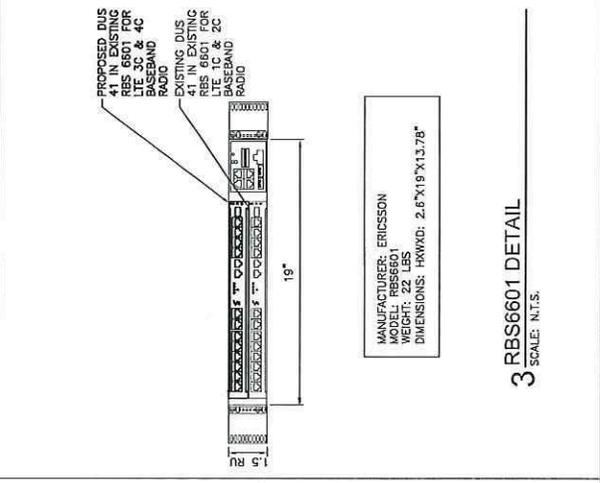
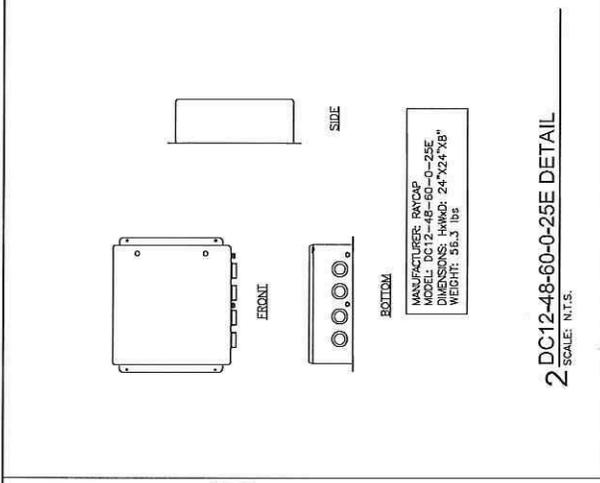


LEVELS
CONSULTING ENGINEERS, INC.
1815 FA 2252, STE. 301
GARDEN RIDGE, TX 75046
PH: (214) 545-9711
F: (214) 545-9712

DRAWN BY: WS
APPROVED BY: TH
DATE DRAWN: 09/22/15
REVISION

NO	DESCRIPTION	BY	DATE
1	ISSUED FOR CONSTRUCTION	WS	09/23/15
2	ISSUED FOR CONSTRUCTION	DH	12/17/15

SHEET TITLE:
EQUIPMENT PLAN
SHEET NUMBER:
A1.1



PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



Goodman Networks
6400 INTERNATIONAL PARKWAY
SUITE 1000
PLANO, TX 75083
Tel: (972) 406.8992

SITE NAME:
**THE COLONY (CLOVER
VALLEY)**

SITE NUMBER:
DX0748

SITE ADDRESS:
5033 CLOVER VALLEY
THE COLONY, TX 75056
BENTON COUNTY



LEVELS
Constructing Engineers, Inc.
10315 FM 2738, CEE Building
GARDEN GROVE, TX 75046
Ph: (972) 51-8641
Fax: (972) 51-8640

DRAWN BY: WS

APPROVED BY: TH

DATE DRAWN: 09/02/15

NO DESCRIPTION REVISION BY DATE

A 180P SUBMITTAL WS 09/23/15

D ISSUED FOR CONSTRUCTION/DH 11/21/15

FINISH GRADE
ELEV. 0'-0" REF.

ANTENNA CABLE NOTES:

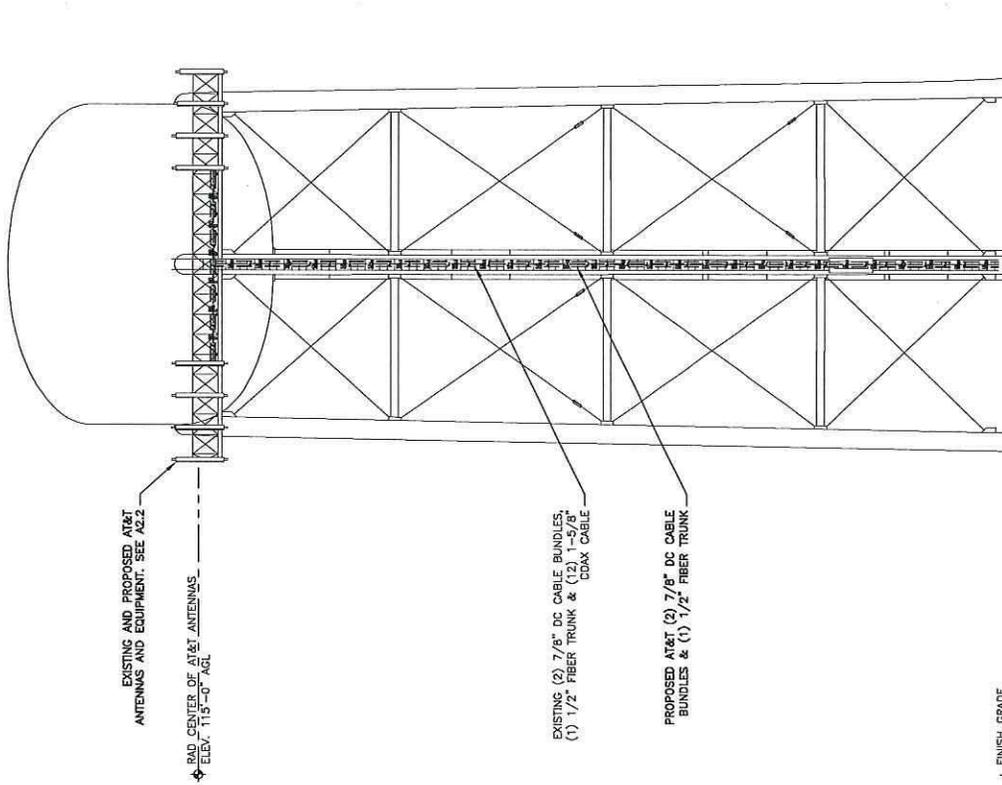
1. ALL FIBER AND DC CABLES SHALL BE SECURED USING PROPER CLOSURES AND SUPPORT FOR APPROVED SNAP-IN OR CLAMP HANGERS.
2. WHERE APPLICABLE, VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
3. ALL ANTENNA MOUNTS FROM THE RRU WILL BE 1/2" JUMPERS AND SHALL NOT EXCEED 6'-0".
4. UPON COMPLETION, PROVIDE A HEIGHT VERIFICATION DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:

1. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
2. ALL ANTENNA MOUNTS SHALL BE PROPOSED ANTENNA RAD CENTER AND ORIENTATIONS WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
3. PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, EXISTING TOWER AND TOWER FOUNDATION SHALL BE VISUALLY INSPECTED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY OTHERS.
4. ALL ANTENNA MOUNTS TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS, NO ERECTION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
5. ALL CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA/EIA-222-G OR APPLICABLE LOCAL CODES.
6. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER ERECTION IN ACCORDANCE WITH ASTM A123, UNLESS NOTED OTHERWISE.
7. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 UNLESS NOTED OTHERWISE.
8. ALL ANTENNA MOUNTS SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
9. ALL ANTENNA MOUNTS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
10. MINIMUM HORIZONTAL SPACING SHALL BE 3'-0" BETWEEN ANTENNAS.

COLLOCATION NOTE:

STRUCTURAL ANALYSIS PERFORMED UNDER SEPARATE CONTRACT FOR THIS PROJECT. ALL ANTENNAS SHALL BE THOROUGHLY REVIEWED AND ADHERE TO THE PASSING STRUCTURAL ANALYSIS DATED 10/28/15. FOR ADDITIONAL STRUCTURAL INFORMATION INCLUDING BUT NOT LIMITED TO STRUCTURAL UPGRADES, MOUNTING TYPES, ANTENNA WEIGHTS, AND/OR TOWER PLANS, REFER TO THE DRAWINGS, ETC. ANY DISCREPANCY BETWEEN THE DRAWINGS AND STRUCTURAL ANALYSIS, AND/OR TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.



1 TOWER ELEVATION
SCALE: N.T.S.

SHEET TITLE:

**TOWER
ELEVATION**

SHEET NUMBER:
A2.0

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



6400 INTERNATIONAL PARKWAY
SUITE 1000
PLANO, TX 75093
Tel: (972) 408.8992

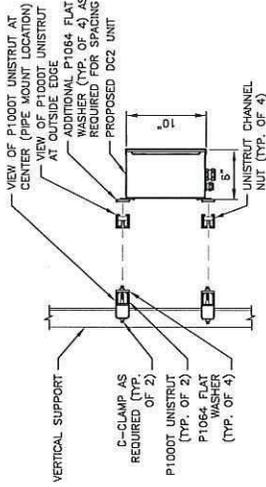
SITE NAME:
THE COLONY (CLOVER VALLEY)
SITE NUMBER:
DX07488
SITE ADDRESS:
5033 CLOVER VALLEY
THE COLONY, TX 75056
DENTON COUNTY



18116 FM 2389, STE. 301
GARLAND, TEXAS 75048
PH: (972) 454-9111
FAX: (972) 454-9144

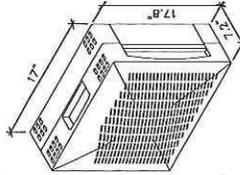
APPROVED BY:	TH	MS
DATE DRAWN:	09/02/15	REVISION
NO. DESCRIPTION	BY DATE	
A 1822 SUPPLEMENTAL	MS 09/23/15	
D 1822 SUPPLEMENTAL	MS 11/17/15	
E 1822 SUPPLEMENTAL	MS 11/17/15	
F 1822 SUPPLEMENTAL	MS 11/17/15	
G 1822 SUPPLEMENTAL	MS 11/17/15	
H 1822 SUPPLEMENTAL	MS 11/17/15	
I 1822 SUPPLEMENTAL	MS 11/17/15	
J 1822 SUPPLEMENTAL	MS 11/17/15	
K 1822 SUPPLEMENTAL	MS 11/17/15	
L 1822 SUPPLEMENTAL	MS 11/17/15	
M 1822 SUPPLEMENTAL	MS 11/17/15	
N 1822 SUPPLEMENTAL	MS 11/17/15	
O 1822 SUPPLEMENTAL	MS 11/17/15	
P 1822 SUPPLEMENTAL	MS 11/17/15	
Q 1822 SUPPLEMENTAL	MS 11/17/15	
R 1822 SUPPLEMENTAL	MS 11/17/15	
S 1822 SUPPLEMENTAL	MS 11/17/15	
T 1822 SUPPLEMENTAL	MS 11/17/15	
U 1822 SUPPLEMENTAL	MS 11/17/15	
V 1822 SUPPLEMENTAL	MS 11/17/15	
W 1822 SUPPLEMENTAL	MS 11/17/15	
X 1822 SUPPLEMENTAL	MS 11/17/15	
Y 1822 SUPPLEMENTAL	MS 11/17/15	
Z 1822 SUPPLEMENTAL	MS 11/17/15	

SHEET TITLE:
TOWER EQUIPMENT DETAILS
SHEET NUMBER:
A3.0



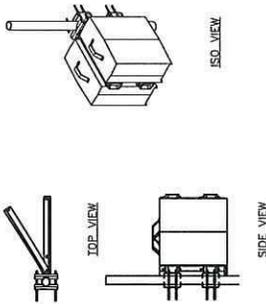
3 DC2 MOUNTING DETAIL
SCALE: N.T.S.

RRUS-11
 -DIMENSIONS (H x W x D):
 17.8" x 17.0" x 7.2" (INCLUDES SUNSHIELD)
 -WEIGHT: 53 LBS
 -CLIMATE: -40C TO +55C
 (SELF CONVECTION SILENT, NO FANS, IP55)
 -POWER CONSUMPTION: 200 WATTS (TYP.)

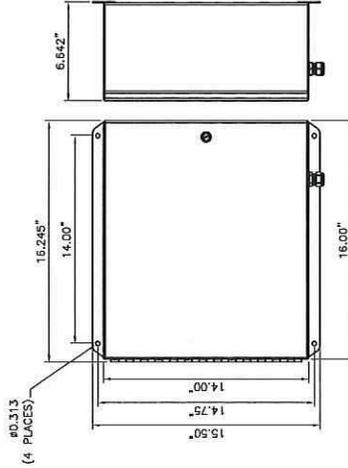


NOTE:
RRUS CAN ONLY BE
PAINTED ON SOLAR SHIELD.

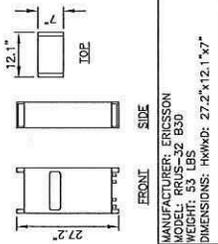
6 RRUS-11 DETAIL
SCALE: N.T.S.



2 RRU MOUNT WITH MTC3326DHD DETAIL
SCALE: N.T.S.

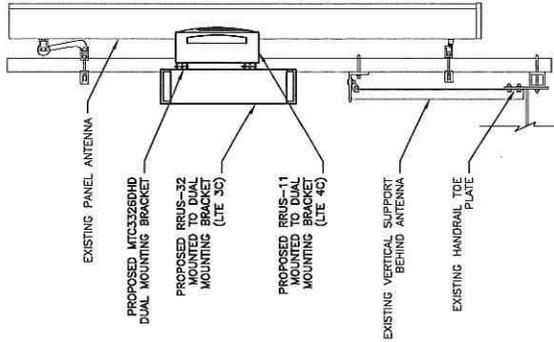


5 FC12-PC6-10E DETAIL
SCALE: N.T.S.



1 RRUS-32 DETAIL
SCALE: N.T.S.

MANUFACTURER: ERICSSON
MODEL: RRUS-32 B30
WEIGHT: 53 LBS
DIMENSIONS: HxWxD: 27.2"x12.1"x7"



4 RRU MOUNTING DETAIL
SCALE: N.T.S.

PREPARED FOR:



AT&T MOBILITY
1801 WILSON LANE
FARMERS BRANCH, TX 75254



6400 INTERNATIONAL PARKWAY
PLANO, TX 75093
TEL: (972) 406-8992

SITE NAME:
THE COLONY (CLOVER VALLEY)
SITE NUMBER:
DX0748
SITE ADDRESS:
5033 CLOVER VALLEY
THE COLONY, TX 75056
BENTON COUNTY



12/17/15

LEVELS
CONSULTING ENGINEERS, INC.
1915 PARKWAY, SUITE 301
CLARK MCGRAW BUILDING
DALLAS, TX 75246
PH: (214) 542-9911
FAX: (214) 542-9999

APPROVED BY:	TR
DRAWN BY:	MS
DATE DRAWN:	09/02/15
NO. DESCRIPTION	BY DATE
1. 1902 SUBMITTAL	MS 09/23/15
2. ISSUED FOR CONSTRUCTION	DH 12/17/15

SHEET TITLE:
ANTENNA INFORMATION BETA SECTOR
SHEET NUMBER:
A4.1

Section 17B - FINAL SECTOR/CELL INFORMATION - SECTOR B

ANTENNA COMMON FEELS	ANTENNA POSITION 1	ANTENNA POSITION 2	ANTENNA POSITION 3	ANTENNA POSITION 4	ANTENNA POSITION 5	ANTENNA POSITION 6	ANTENNA POSITION 7
ANTENNA MAKE / MODEL	SPINNA-DEEP						
ANTENNA VENDOR (A/E/C)	Andrew Commco						
ANTENNA SIZE (H x W x D) (FT)	72x11.5x2.1						
ANTENNA WEIGHT (LB)	58.2	58.2	58.2	58.2	58.2	58.2	58.2
ANTENNA HEIGHT (FT)	143	143	143	143	143	143	143
MAGNETIC DECLINATION	114.02	114.02	114.02	114.02	114.02	114.02	114.02
RADIATION CENTER (EAST)	114.02	114.02	114.02	114.02	114.02	114.02	114.02
ANTENNA TILT (DEGREE)	0	0	0	0	0	0	0
MECHANICAL DOWN TILT	0	0	0	0	0	0	0
FEEDER JACKING							
ANTENNA NET MAKE / CITY / MODEL							
SPARE JUNCTION CITY / MODEL							
SPREADER CITY / MODEL							
ANTENNA NET CONTINGENT CITY / MODEL							
DC BLOCK CITY / MODEL							
THALUM CITY / MODEL							
CURRENT FACTORS FOR TMA CITY / MODEL							
POU FOR TMA CITY / MODEL							
FILTER CITY / MODEL							
RFM 705 band CITY / MODEL							
RFM 705 band CITY / MODEL							
RFM 1905 band CITY / MODEL							
RFM 1905 band CITY / MODEL							
RFM 1905 band CITY / MODEL							
RFM 1905 band CITY / MODEL							
Additional RFM #1 - 1905 band CITY / MODEL							
Additional RFM #2 - 1905 band CITY / MODEL							
Additional Component CITY / MODEL							
Additional Component CITY / MODEL							
Additional Component CITY / MODEL							
Local Network Type							
Local Network Make							
Local Network Model							

NOTES:
1. REPORT ANY DISCREPANCY BETWEEN RFDS, THESE CD, AND SCOPING NOTES TO THE CM PRIOR TO BIDDING OR CONSTRUCTION.
2. TOWER SCOPING NOTES FOLLOW SCOPING NOTES PROVIDED BY GOODMAN NETWORKS.

1 ANTENNA INFORMATION (BETA SECTOR)
SCALE: N.T.S.

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



6400 INTERNATIONAL PARKWAY
SUITE 3003
PLANO, TX 75033
Tel: (972) 406-9892

SITE NAME:
THE COLONY (CLOVER VALLEY)

SITE NUMBER:
DX0748

SITE ADDRESS:
5033 CLOVER VALLEY
THE COLONY, TX 75056
DENTON COUNTY



45146 04/2007, 07/2008, 07/2009, 07/2010, 07/2011, 07/2012, 07/2013, 07/2014, 07/2015
GARDEN RIDGE, TX 75046
PH: (214) 545-1844
F: (214) 545-1844

DRAWN BY: TWS

APPROVED BY: TH

DATE DRAWN: 09/02/15

REVISION

NO DESCRIPTION BY DATE

A 100% SUBMITTAL WS 09/23/15

0 ISSUED FOR CONSTRUCTION 01/12/17/15

SHEET TITLE:

GROUND EQUIPMENT DETAILS

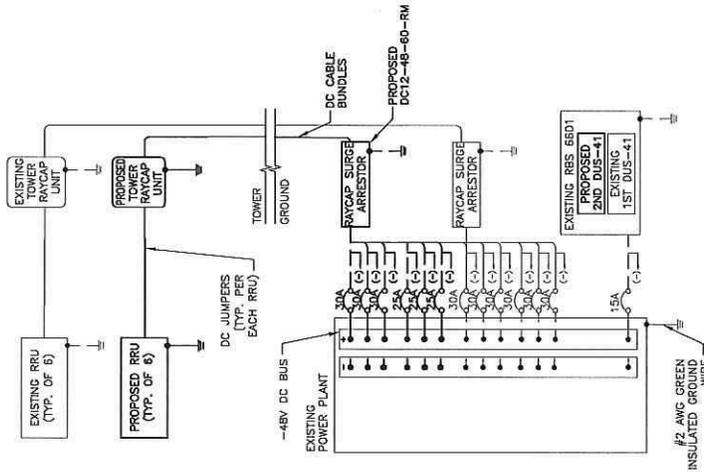
SHEET NUMBER:
E1.0

FIBER & DC CABLE MARKING COLOR CONVENTION TABLE

TRUNK/MAIN LINE	SECTOR ALPHA	SECTOR BETA	SECTOR GAMMA
DC CABLE BUNDLE 1	RED		
MARKING BAND COLOR			
DC CABLE BUNDLE 2	RED, RED		
MARKING BAND COLOR			
DC CABLE BUNDLE 3	RED, RED, RED		
MARKING BAND COLOR			
DC CABLE BUNDLE 4	RED, RED, RED, RED		
MARKING BAND COLOR			
FIBER TRUNK 1 & 2	(NO MARKINGS)		
MARKING BAND COLOR			
FIBER JUMPERS (LITE 1C)	RED	BLUE	GREEN
DC CABLE JUMPERS (LITE 2C)	RED, RED	BLUE, BLUE	GREEN, GREEN
DC CABLE JUMPERS (LITE 3C)	RED, RED, RED	BLUE, BLUE, BLUE	GREEN, GREEN, GREEN
DC CABLE JUMPERS (LITE 4C)	RED, RED, RED, RED	BLUE, BLUE, BLUE, BLUE	GREEN, GREEN, GREEN, GREEN
FIBER JUMPERS (LITE 1C)	RED	BLUE	GREEN
FIBER JUMPERS (LITE 2C)	RED, RED	BLUE, BLUE	GREEN, GREEN
FIBER JUMPERS (LITE 3C)	RED, RED, RED	BLUE, BLUE, BLUE	GREEN, GREEN, GREEN
FIBER JUMPERS (LITE 4C)	RED, RED, RED, RED	BLUE, BLUE, BLUE, BLUE	GREEN, GREEN, GREEN, GREEN

2 DC12-48-60-0-25E DETAIL

SCALE: N.T.S.



1 ONE LINE DIAGRAM

SCALE: N.T.S.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE OPTION AND LEASE AGREEMENT BY AND BETWEEN THE CITY OF THE COLONY AND AT&T WIRELESS, LLC FOR CELLULAR EQUIPMENT ON THE CITY'S WATER TOWER LOCATED AT 5033 CLOVER VALLEY; PROVIDING AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of The Colony, Texas, hereby approves the Third Amendment to the Option and Lease Agreement by and between the City of The Colony and AT&T Wireless, LLC for cellular equipment on the city's water tower located at 5033 Clover Valley, with the terms and conditions as stated therein.

Section 2. That a true and correct copy of the Amendment is attached hereto and incorporated herein as "Exhibit 2".

Section 3. That the city manager is authorized to execute the Fourth Amendment to the Option and Lease Agreement by and between the City of The Colony and AT&T Wireless, LLC.

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 19th day of July, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

_____)_____
Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST: Conduct a public hearing, discuss and consider an ordinance approving a Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of South Colony Blvd, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district (Development Services, Scruggs)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Council Staff Report

Location Map

Preliminary Site Plan

Proposed Landscape Plan

Proposed Elevations

Proposed Ordinance

Minutes of May 24, 2016 P&Z

CITY COUNCIL REPORT

AGENDA DATE: July 19, 2016

DEPARTMENT: Engineering/Development Services Department

SUBJECT *SUP16-0002, Woodspring Suites Limited Service Hotel*

Conduct a public hearing, discuss and consider an application for a Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.

OWNER/APPLICANT

Owner/Developer:	Four VP GP Houston Inc.	Dallas, Texas
Engineer/Surveyor:	Vasquez Engineering, LLC.	Garland, Texas

ESTIMATED PROJECT SCHEDULE

City Council approval of a Specific Use Permit for limited service hotels is required in order to establish the proper zoning for this type of hotel product. In addition, the City Council approval of a Site Plan is also required prior to construction. The Final Plat must be approved by the Planning and Zoning Commission and be filed for record with Denton County prior to issuance of a building permit and the onset of construction.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

May 24, 2016 – The Planning and Zoning Commission voted (7-0) to recommend denial for the Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites.

As this application has been recommended for denial by Planning and Zoning Commission, as per Zoning Ordinance Section 24-201 Procedure, it will require a three-fourths (3/4) vote by the City Council to approve the SUP.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) finds the Specific Use Permit (SUP) does not meet the requirements of Section 10-905 of the Zoning Ordinance, as outlined in the Staff Report and recommends denial.

OPTIONS

1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.
5. Deny item.

ATTACHMENTS

1. Staff Analysis
2. Location Map
3. Proposed preliminary Site Plan

4. Proposed Landscape Plan
5. Proposed Elevations
6. Proposed Ordinance
7. Minutes of May 24, 2016 Planning and Zoning Commission meeting

Staff Analysis

Summary of Request

The applicant is requesting approval of a Specific Use Permit (SUP) to allow a 120 room, limited service hotel, Woodspring Suites, to be located on a 3.22-acre tract of land along west side of S Colony BLVD, approximately 500’ south of Memorial Drive. The property is located in Planned Development 16 (PD-16) zoning district and is also located within the Gateway Overlay District.

Adjacent Zoning/Land Use

- North - Planned Development 16 (PD 16) – The Valero Corner Store
- South - Planned Development 16 (PD 16) – Proposed retail/commercial center with Floor and Décor as the anchor store
- East- Planned Development 16 (PD 16) – Avana Stonebriar apartments across S Colony Blvd
- West - Planned Development 16 (PD 16) – Proposed Village at The Pointe townhomes

Existing Condition of Property

The property is currently undeveloped.

Land Use Analysis

The subject property is zoned Planned Development 16 (PD-16). The subject property is located within Tract B of PD-16. Tract B allows land uses within the Business Park (BP) Zoning District. A SUP approval is required to locate a limited service hotel within the BP zoning.

Development Review Analysis: Limited Service Hotel

On January 7, 2014, City Council adopted Ordinance No 2014-2038, which defined full service and limited service hotels. The ordinance requires all limited service hotels to obtain a Specific Use Permit to ensure that the regulations applicable to a limited service hotel, as listed in Section 10-2400(a) of the Zoning Ordinance, have been observed and are provided.

Ordinance No. 2014-2038 defines limited service hotel as follows:

“Limited Service Hotel. A building designed for the temporary overnight or temporary lodging accommodations for travelers containing six (6) or more guest rooms, suites or units for compensation on a daily rate providing basic hotel services such as linen, maid service and the use of furnishings.”

The proposed site plan and provided information meets the limited service hotel minimum criteria required by ordinance:

Woodspring Suites Hotel Comparison with Hotel Ordinance	
<i>Minimum Criteria For Limited Service Hotel</i>	<i>Provided</i>
A minimum of 700 square feet of meeting room space	Total 700 square feet
Limited food and beverage service, including breakfast buffet service	provided
Guest room access from an interior hallway	provided
Minimum of 400 square feet of pool surface area	405 square feet
Attached covered drive-through area adjacent to the hotel lobby	provided
Parking at a ratio of 1 space per guest room (96 rooms)	Providing 120 spaces

Financial Considerations

With the recent surge in applications for Specific Use Permits for limited service hotels, it is staff's policy to conduct a comparison of room rates for the hotel in question and similar hotel types. Woodspring Suites is a relatively new brand. Value Place extended stay hotels changed its brand name to Woodspring Suites in April 2015. The website for Value Place as well as Woodspring Suites refers to them as extended stay hotels. This being a new brand, there are only three Woodspring Suites within Texas with one still under construction. Staff researched pricing of Woodspring Suites hotels, pricing of similar hotels in the area and pricing of existing hotels in The Colony, on May 21- 22, 2016. The results are shown below.

Listed below are Woodspring Suites hotels that are currently open. These hotels are shown below with their locations and price per night.

Woodspring Suites Hotels			
<i>Location</i>	<i>Address</i>	<i>City/State</i>	<i>Typical 2 person Queen Rate for 5/21 & 5/22/2016</i>
Las Colinas	380 West Lyndon B. Johnson Freeway	Irving	\$79.99
San Angelo	4013 W Houston Harte Expressway	San Angelo	\$45.50
Clearwater	15672 US Highway 19 N.	Florida	\$71.99
Lake Worth	2171 10th Avenue North	Florida	\$109.99
Average price for 4 hotels			\$76.86

However as these are extended stay hotels, staff also researched the room rates based on a weekly rate as follows:

Woodspring Suites Hotels (weekly room rates)			
<i>Location</i>	<i>Address</i>	<i>City/State</i>	<i>Typical 2 person Queen Rate for 5/21-5/28/2016 – per night</i>
Las Colinas	380 West Lyndon B. Johnson Freeway	Irving	\$55.71
San Angelo	4013 W Houston Harte Expressway	San Angelo	\$42.85
Clearwater	15672 US Highway 19 N.	Florida	\$49.99
Lake Worth	2171 10th Avenue North	Florida	\$57.14
Average price for 4 hotels			\$51.42

Comparable Local Hotels			
<i>Hotel Name</i>	<i>Address</i>	<i>City</i>	<i>Fri/Sat room rate</i>
Comfort Suites	4796 Memorial Road	The Colony	\$124.00
Sheraton Stonebriar Hotel	5444 State Highway 121	Frisco	\$113.00
Staybridge Suites	8355 Parkwood Blvd.	Plano/Frisco	\$125.00
Hilton Garden Inn	7550 Gaylord Pkwy.	Frisco	\$119.00
Best Western Plus	330 East Corporate Drive	Lewisville	\$139.49
Hampton Inns & Suites	3199 Parkwood Blvd.	Frisco	\$114.00
Median Room Rate/Night			\$122.33

Staff researched comparable hotels in the area as shown in the table above. Existing hotels in The Colony were researched, using the same criteria as when researching the Woodspring Suites hotels.

The Colony Hotel Price Comparison			
<i>Hotel Name</i>	<i>City</i>	<i>Address</i>	<i>Fri/Sat room rate</i>
Residence Inn	The Colony	6600 Cascades Court	\$127.00
Fairfield Inn	The Colony	5900 Stone Creek Drive	\$104.00
Comfort Suites	The Colony	4796 Memorial Drive	\$124.00
Budget Suites (weeklyrate/7)	The Colony	5289 SH 121	\$32.00
<i>Median Room Rate/Night</i>			<i>\$96.75</i>
Median Room Rate/Night excluding the Extended Stay Hotel			\$118.00

Comparable hotels in The Colony and surrounding cities on average show higher room rates than the Woodspring Suites hotels.

Specific Use Permit Criteria

In accordance with Section 10-905 of the Zoning Ordinance: The Planning and Zoning Commission and City Council shall review and evaluate Specific Use Permit applications using the following criteria:

1. Conformance with the City of The Colony’s Comprehensive Plan;

The Future Land Use Map identifies this area as “S.H. 121 Corridor Development” which includes commercial, entertainment and support services. A limited service hotel is an allowed use with the approval of a Specific Use Permit (SUP) and when in general conformity to the Comprehensive Plan goals.

2. Conformance with applicable regulations and standards established by the zoning regulations;

If the requested SUP is approved by City Council, the zoning for a Woodspring Suites limited service hotel in this location would be established. A site plan must comply with all requirements of the Zoning Ordinance, including Section 10-2400(a), Limited Service Hotels, and the Gateway Overlay District.

3. Compatibility with existing or permitted uses on abutting sites, in terms of building height, build and scale, setbacks on open spaces, landscaping and site development, access and circulation features and architectural compatibility;

A hotel use is generally compatible with the approved uses of the BP-Business Park zoning district in terms of building height, build and scale, setbacks on open spaces, landscaping and site development, access and circulation features. The proposed building will include EIFS construction that requires a separate SUP approval per the Gateway Overlay District ordinance. Other compatibility concerns are addressed elsewhere in these criteria.

4. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area, existing zoning and land uses in the area;

The Site Plan for the Woodspring Suites Hotel has been submitted with the Specific Use Permit (SUP). All of the City's requirements for circulation, fire lanes, pedestrian sidewalks and all other pertinent city regulations must be met prior to construction of this limited service hotel.

5. Protection of persons and property from erosion, flood, or water damage, fire, noise, glare, air quality, generation of dust and odors, and similar hazards and impacts;

The proposed development shall be constructed in accordance with applicable adopted regulations at the time of construction. The City's experience with extended stay hotels, however, raises a concern regarding increased police activity, crime, traffic and noise that will be created in the area.

6. Location, lighting and type of signs; the relation of signs to traffic control and adverse effect of signs on adjacent properties;

All proposed lighting shall comply with the City's regulations and any future signs shall comply with the adopted sign ordinance.

7. Adequacy and convenience of off-street parking and loading facilities;

The proposed site shall provide adequate parking and loading for the proposed use, per the Zoning Ordinance.

8. Determination that the proposed use and site development, together with any modifications applicable thereto, will be compatible with existing or permitted uses in the vicinity;

While a hotel use is generally compatible with surrounding uses in the vicinity, the City's experience with extended stay hotels and increased police activity, crime, traffic, noise, and related secondary effects creates concerns whether this criteria can be satisfied by an extended stay hotel in this area of the City.

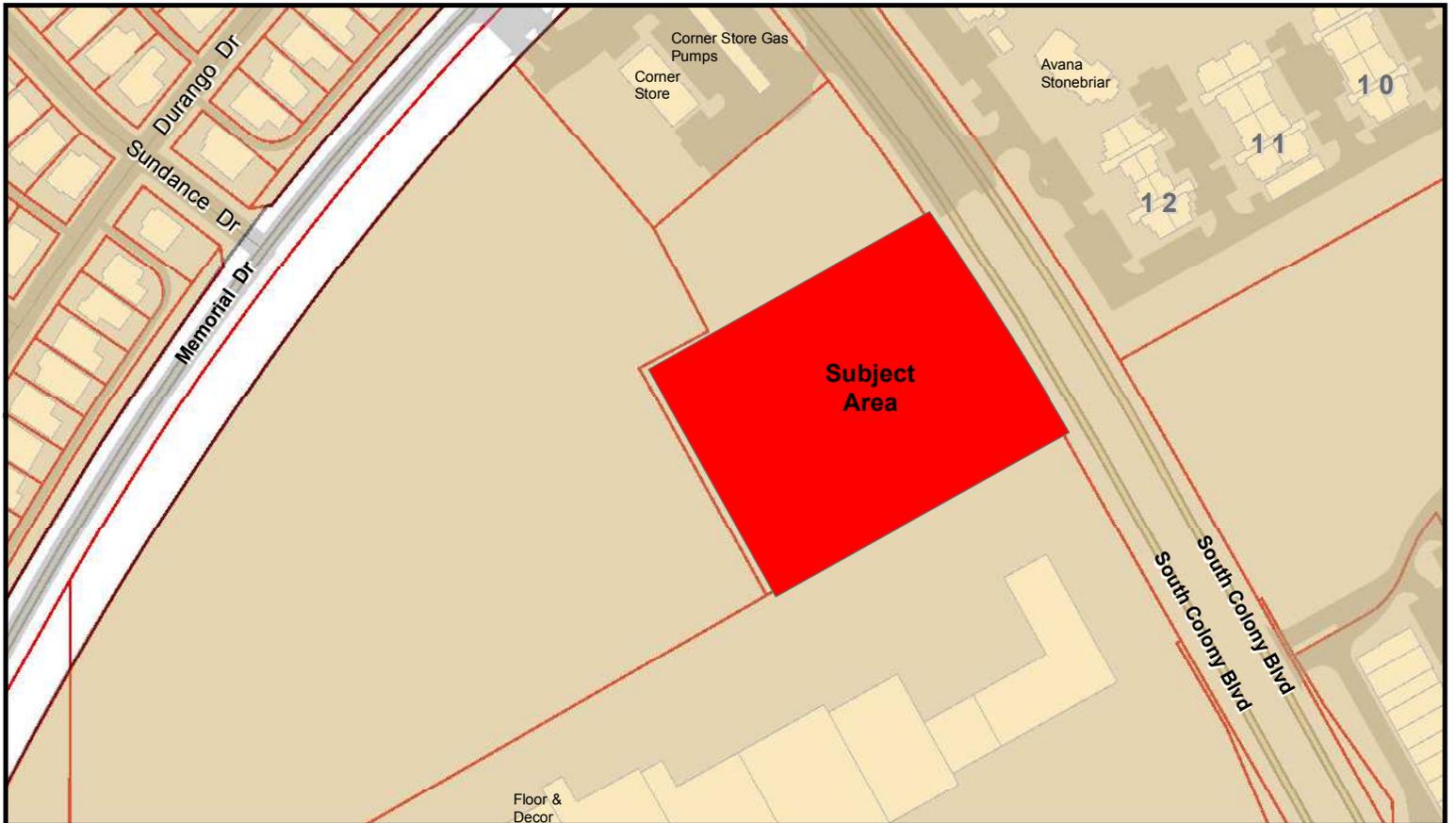
9. Determination that any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses in the same district and surrounding area; and

The DRC does not know of additional conditions that can be placed on this Specific Use Permit to reduce the compatibility concerns.

10. Determination that the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare; or materially injurious to properties or improvements in the vicinity.

It is the opinion of the DRC that the proposed hotel will be detrimental to the public health, safety, or welfare, and it would be materially injurious to properties or improvements in the vicinity because other extended stay hotel(s) in the City have caused a dramatic increase in police activity, crime, noise and traffic, and related adverse secondary effects, and the proposed hotel is similar in size and scope to that prior experience.

In authorizing a Specific Use Permit, the Planning and Zoning Commission may recommend, and the City Council may impose, additional reasonable conditions necessary to protect the public interest and welfare of the community. In staff's opinion, in addition to the compatibility concerns mentioned in the criteria analysis, above, the proposed Woodspring Suites hotel is not the highest and best use for the location and DRC recommends denial of the Specific Use Permit.



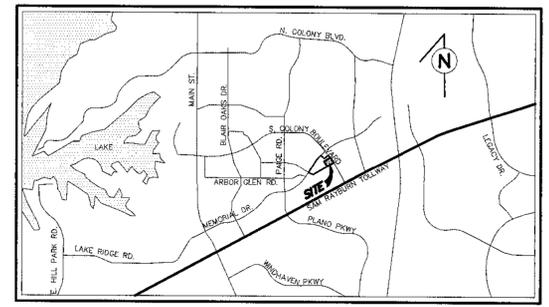
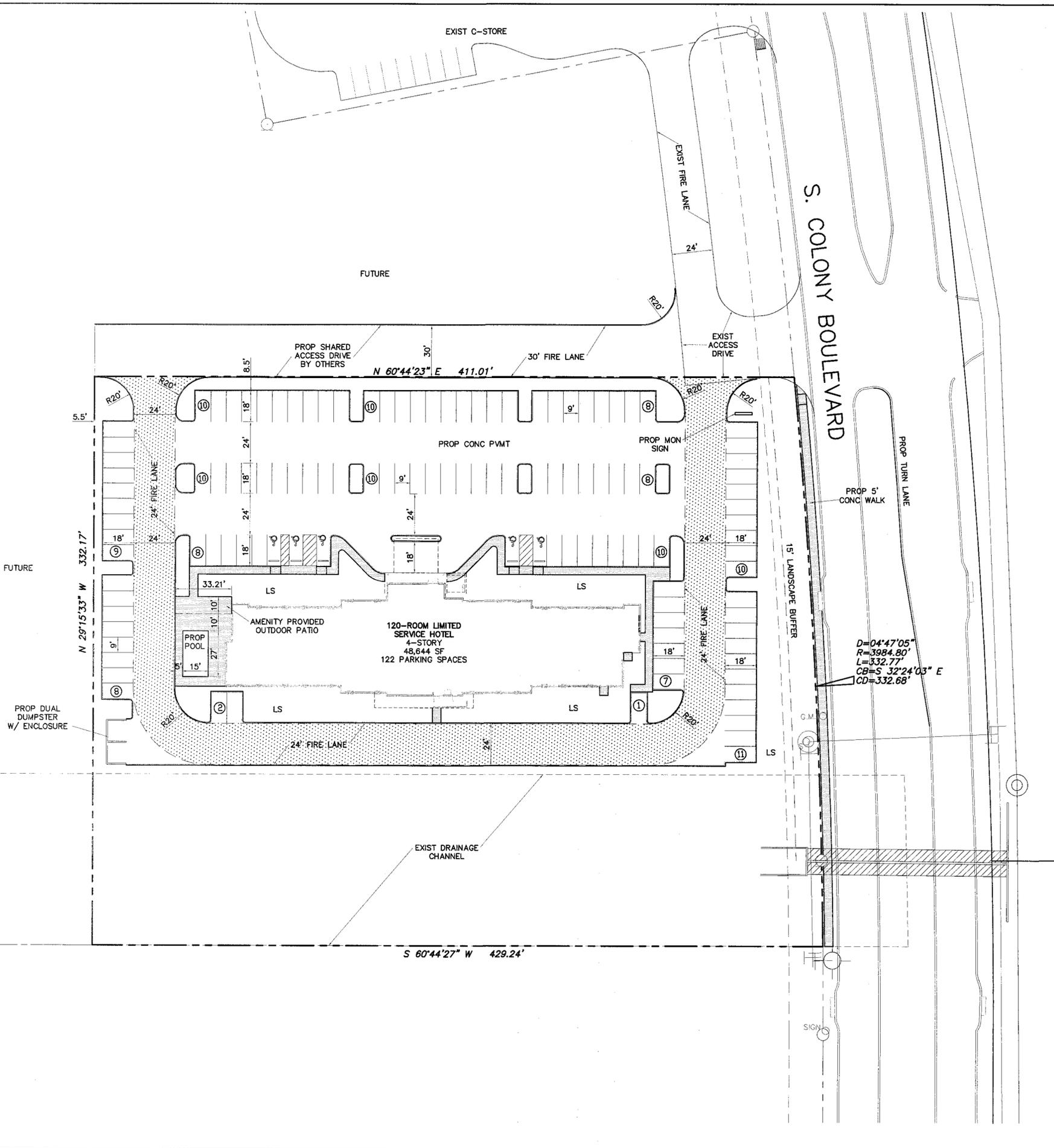
Project No. SUP16-0002 - Project Name: Woodsprings Suites Limited Service Hotel



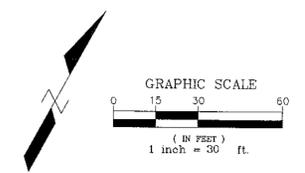
Woodsprings Suites	Business Park/Industrial	Heavy Commercial	Mobile Home	Planned Development
Agricultural	Duplex Dwelling	Industrial	Neighborhood Service	Shopping Center
Business Park	General Retail	Light Commercial	Office District 1	Single Family Dwelling

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 illustration purposes only and are not suitable for site-specific decision making.





LOCATION MAP
N.T.S.



LEGEND		
EXISTING	PROPERTY LINE	PROPOSED
---	---	---
---	PAVEMENT	---
---	FIRE LANE	---
---	SIDEWALK	---
---	LANDSCAPE	---
---	PARKING LOT COUNT	---

SITE SUMMARY TABLE

Site Address	SOUTH COLONY BOULEVARD
County	DENTON
Project Name	WOODSPRINGS SUITES
Zoning District	PLANNED DEVELOPMENT 16 (PD-16)
Proposed use	LIMITED SERVICE HOTEL
Site Area:	3.2214 Acres 140,325 S.F.
Building Area	48,644 S.F.
Building Height:	4-STORY
Lot Coverage:	12,380 / 140,325 = 8.8%
Floor Area Ratio:	12,380 S.F. / 140,325 = 1:08.8
Parking Required:	LIMITED SERVICE HOTEL
Parking Provided:	Regular = 120 SPACES
	1 SPC/ROOM = 122 SPACES
Impervious Area:	73,149 S.F.
Impervious Area Ratio:	73,149 S.F. / 140,325 = 52.0%
Pervious Area Ratio:	67,176 S.F. / 140,325 = 48.0%

DEVELOPER/APPLICANT
FOUR VP GP HOUSTON, INC.
I.J. MCCLURE
17950 PRESTON ROAD
SUITE 1070
DALLAS, TEXAS 75252
972-881-5210

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JUAN J. VASQUEZ, P.E.
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SUP16-0002
SPECIAL USE PERMIT
WOODSPRINGS SUITES
SITE PLAN
LOT 8
3.2214 ACRES
B.B.B & C.R.R. SURVEY,
ABSTRACT NO. 174
CITY OF THE COLONY,
DENTON COUNTY, TEXAS
MAY 02, 2016

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TX REGISTRATION # F-12266

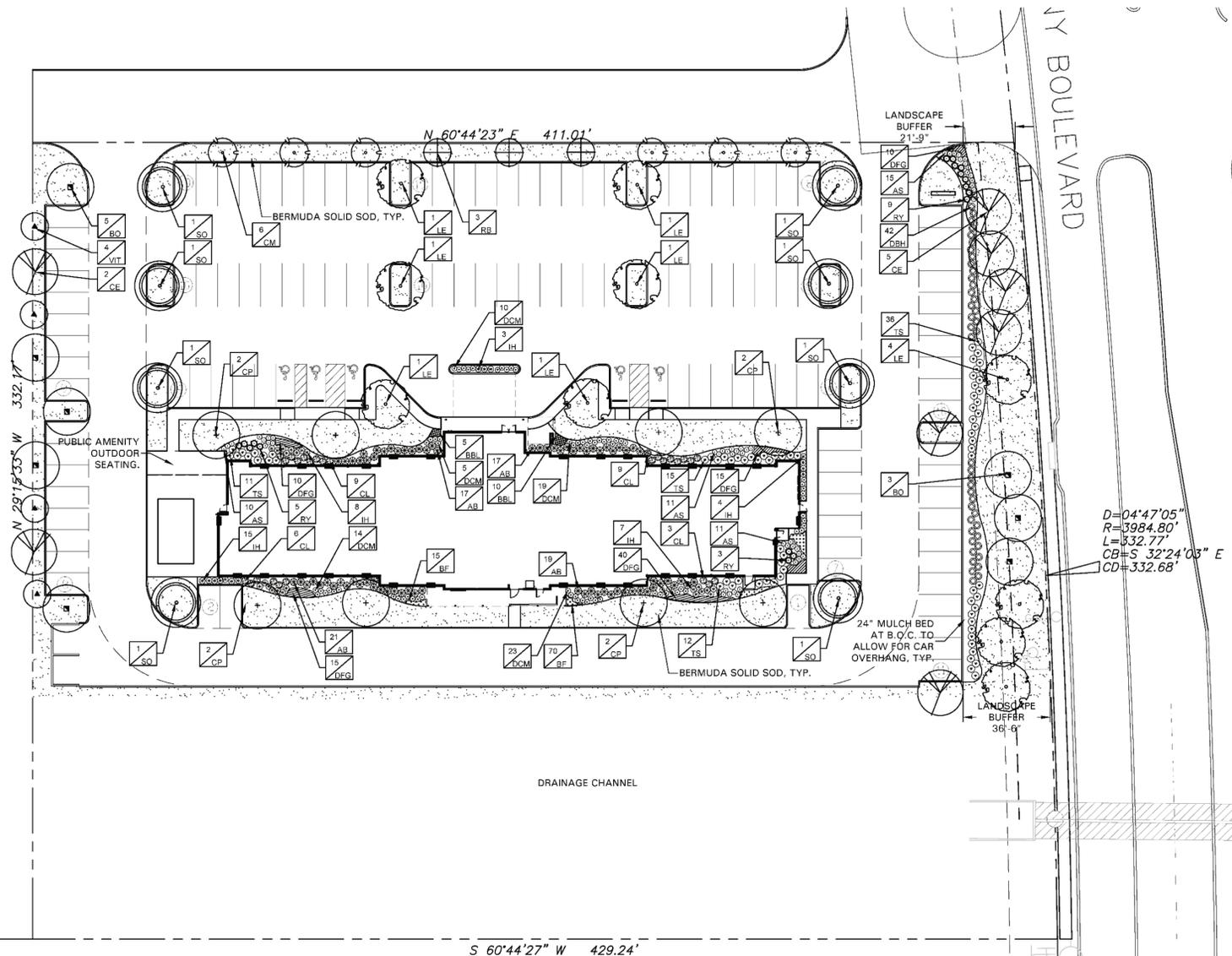
THIS DOCUMENT IS NOT INTENDED FOR CONSTRUCTION OR BIDDING PURPOSES
JUAN J. VASQUEZ, P.E.
DATED 05/02/2016
VASQUEZ ENGINEERING, L.L.C.
TX REG. F-12266

DEVELOPER:
Four VP GP Houston, Inc.
17950 Preston Road
Suite 1070
Dallas, TX 75252

SITE PLAN
LOT 8
CITY OF THE COLONY, TEXAS

Scale: 1" = 30'
Designed by: JUV
Drawn by: JUV
Checked by: JUV
065-224645 SITE PLAN.dwg
Date: 05/02/2016

SHEET
SP1



LANDSCAPE TABULATIONS for THE COLONY, TEXAS

GENERAL LANDSCAPE	
1. No more than 25% of the number of required trees shall be the same species.	
2. A minimum of 10% of the gross vehicular area shall be devoted to living landscape.	
3. There shall be a minimum of 1 large canopy tree planted for every 400 s.f. of required interior landscape area.	
4. At least 1 large canopy tree shall be located at the terminus of all parking rows.	
REQUIRED	PROVIDED
5,085 s.f. of gross vehicular (10%)	5,100 s.f. of gross vehicular (10%)
12 trees	20 trees
	67,176 s.f. of lot area provided as landscape/drainage channel (48%)
ACCESS DRIVE LANDSCAPING	
1. One small ornamental tree is required every 30 l.f. within a development.	
REQUIRED	PROVIDED
9 ornamental trees	9 ornamental trees
PERIMETER LANDSCAPING	
1. 15' wide landscape buffer strip adjacent to the r.o.w. should be provided.	
2. One large canopy tree shall be provided every 40 l.f. within said buffer.	
3. A 10' wide perimeter buffer shall be maintained between adjacent properties.	
4. Perimeter buffers not adjacent to public r.o.w. shall contain at least 1 ornamental tree for every 50 l.f. For every 5 trees, 2 large canopy trees may also be provided.	
5. Vehicular screening from public r.o.w. is required. Live plants must be a minimum of 3' in height.	
REQUIRED	PROVIDED
15' buffer	buffer ranges from 21'-9" to 36'-6"
8 trees	10 trees
10' buffer	10' buffer
15 ornamental trees	13 ornamental trees; 4 canopy trees
screen	screen
LANDSCAPE POINTS REQUIRED	
REQUIRED	PROVIDED
20 points	20 points - enhanced site canopy (5); open space provision greater (5); foundation plantings (5); enhanced buffer (5)

GENERAL LAWN NOTES

EROSION CONTROL AND SOIL PREPARATION:
 THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TOP SOIL AT THE CORRECT GRADES. CONTRACTOR TO FINE GRADE AREAS TO REACH FINAL CONTOURS AS SPECIFIED PER CIVIL PLANS. ALL CONTOURS SHOULD ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND STRUCTURES. WATER SHOULD NOT BE ABLE TO POOL IN ANY AREAS UNLESS SPECIFIED OTHERWISE. EROSION FABRIC SUCH AS JUTE MATTING OR OPEN WEAVE TO BE USED WHERE NECESSARY TO PREVENT SOIL EROSION.

ANY LOSS OF TOPSOIL OR GRASS DUE TO EROSION IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL IT IS 100% ESTABLISHED.

CONTRACTOR TO REMOVE ANY ROCKS 3/4" AND LARGER, STICKS AND DEBRIS PRIOR TO INSTALLATION OF TOPSOIL AND SOD.

FOUR (4) OF TOPSOIL SHALL BE APPLIED TO AREAS DISTURBED BY CONSTRUCTION RECEIVING SOD, IF TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL AS APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE.

TOPSOIL SHALL BE FRIABLE, NATURAL LOAM, FREE OF ROCKS, WEEDS, BRUSH, CLAY LUMPS, ROOTS, TWIGGS, LITTER AND ENVIRONMENTAL CONTAMINANTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR SOD UNTIL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION. SOD SHALL BE REPLACED IF NECESSARY.

SOLID SOD:
 SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM, THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.

SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (1-1/4") EXCLUDING TOP GROWTH AND THATCH. PROVIDE ONLY SOD CAPABLE OF VIGOROUS GROWTH AND DEVELOPMENT WHEN PLANTED.

DO NOT INSTALL SOD IF IT IS DORMANT OR GROUND IS FROZEN. LAY SOD WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED BUTTS TO OFFSET JOINTS.

SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.

SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, SOD SHALL INCLUDE AN OVER-SEED OF ANNUAL RYE OR WINTER RYEGRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET FOR A GROWN-IN APPEARANCE. CONTRACTOR SHALL ENSURE CONFORMANCE TO §115.0 OF TITLE 7, PART XXIX, HORTICULTURE COMMISSION CHAPTER 1.

HYDROMULCH:
 SCARIFY SURFACE TO A MINIMUM OF 2" DEPTH PRIOR TO THE IMPORT TOPSOIL APPLICATION. TOP SOIL SHALL BE PLACED 2" IN DEPTH IN ALL AREAS TO BE SEED. CONTRACTOR TO SUPPLY HIGH QUALITY IMPORTED TOPSOIL, HIGH IN NITROGEN AND ORGANIC CONTENT FROM A LOCAL SUPPLY. IMPORTED TOPSOIL SHALL BE REASONABLY FREE OF CLAY LUMPS, COARSE SANDS, STONES, ROOTS AND OTHER FOREIGN DEBRIS.

IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.

ALL SEED SHALL BE HIGH QUALITY, TREATED LAWN TYPE SEED AND IS FREE OF NOXIOUS GRASS SEEDS. THE SEED APPLICATION SHALL BE UNIFORMLY DISTRIBUTED ON THE AREAS INDICATED ON PLANS. HYDROMULCH WITH BERMUDA GRASS SEED AT A RATE OF TWO POUNDS PER ONE THOUSAND SQUARE FEET.

IF INSTALLATION OCCURS BETWEEN OCTOBER 1ST AND APRIL 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEED WITH ANNUAL RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR TO RE-HYDROMULCH WITH BERMUDA GRASS AT THE END OF THE ANNUAL RYE GROWING SEASON.

AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.

ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE NOTES.

REFERENCE SITEWORK AND SPECIFICATIONS FOR INFORMATION NEEDED FOR LANDSCAPE WORK.

CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING STRUCTURES. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN.

CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS.

A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.

LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.

ALL PLANTING AREAS SHALL BE GRADED SMOOTH TO ACHIEVE FINAL CONTOURS AS INDICATED ON PLAN WITH 3" OF TOPSOIL AND 3" OF COMPOST AND CONSISTENTLY BLENDED TO A DEPTH OF 9". ALL BEDS SHALL BE CROWNED TO ANTICIPATE SETTLEMENT AND ENSURE PROPER DRAINAGE.

PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. EDGING TO BE GREEN IN COLOR AND A MINIMUM OF 3/16" THICK. EDGING SHALL BE STAKED FROM THE INSIDE OF BED. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.

MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.

QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.

CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEEDED AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.

TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.

4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER 4.1 OZ WOVEN WEED BARRIER FABRIC OR APPROVED EQUAL. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE 15' WIT WEED BARRIER OR APPROVED EQUAL. MULCH SHALL BE SHREDDED BARK OR RUBBER LANDSCAPE MULCH. PINE STRAW MULCH IS PROHIBITED.

CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:
 IN THE ABSENCE OF AN IRRIGATION SYSTEM OR AREAS BEYOND THE COVERAGE LIMITS OF A PERMANENT IRRIGATION SYSTEM, CONTRACTOR SHALL WATER SOD TEMPORARILY, BY ANY MEANS AVAILABLE, TO DEVELOP ADEQUATE GROWTH. TURF SHALL BE IN 100% ESTABLISHMENT AT THE TIME OF ACCEPTANCE.

ALL PLANTING BEDS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:
 VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.

MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.

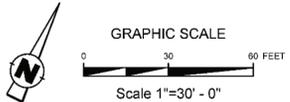
ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:
 STEEL EDGING SHALL BE 3/16" X 4 X 16" DARK GREEN DURAEDEGE STEEL LANDSCAPE EDGING.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
8	BO	Bur Oak	<i>Quercus macrocarpa</i>	3" cal.	12' ht., 4' spread, matching
8	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	12' ht., 4' spread, matching
8	CP	Fruitless Chinese Pistache - Male	<i>Pistachia chinensis 'Keith Davey'</i>	3" cal.	12' ht., 4' spread
10	LE	Lacebark Elm	<i>Ulmus parvifolia 'Sempervirens'</i>	3" cal.	12' ht., 4' spread
8	SO	Shumard Oak	<i>Quercus shumardii</i>	3" cal.	12' ht., 5' spread
ORNAMENTAL TREES					
6	CM	Crepe Myrtle 'Tuscarora'	<i>Lagerstroemia indica 'Tuscarora'</i>	30 gal.	8' ht. 3' spread, matching
3	RB	Oklahoma Redbud	<i>Cercis reniformis 'Oklahoma'</i>	30 gal.	8' ht., 4' spread, 3 trunk min.
4	VIT	Vitex	<i>Vitex agnus castus</i>	30 gal.	8' ht, 4' spread, 3 trunk minimum
SHRUBS					
74	AB	Edward Goucher Abelia	<i>Abelia x grandiflora 'Edward Goucher'</i>	5 gal.	full, 24" spread, 36" o.c.
52	AS	Autumn Sage	<i>Salvia greggii</i>	3 gal.	full, 24" o.c.
27	CL	Cleyera	<i>Temstroemia gymnanthera</i>	7 gal.	full, 30" sprd, 40" o.c.
42	DBH	Dwarf Burford Holly	<i>Ilex comuta 'Burford Nana'</i>	5 gal.	full, 20" spread, 36" o.c.
71	DCM	Dwarf Crepe Myrtle 'Chisam Fire'	<i>Lagerstroemia indica 'Chisam Fire'</i>	5 gal.	full, 20" sprd, 24" o.c.
36	IH	Indian Hawthorne 'Calisto'	<i>Raphiolepis indica 'Calisto'</i>	5 gal.	full, 18" sprd, 24" o.c.
17	RY	Red Yucca	<i>Hesperaloe parvifolia</i>	5 gal.	full, 24" sprd, 30" o.c.
74	TS	Texas Sage 'Green Cloud'	<i>Leucophyllum frutescens 'Green Cloud'</i>	5 gal.	full, 24" sprd, 36" o.c.
GROUND COVER/VINES/GRASS					
15	BBL	Big Blue Linoleum	<i>Liriope muscari 'Big Blue'</i>	1 gal.	full, 18" o.c.
85	BF	Blue Fescue	<i>Festuca glauca</i>	1 gal.	full, 12" o.c.
90	DFG	Dwarf Fountain Grass	<i>Pennisetum alopecuroides 'Little Bunny'</i>	1 gal.	full, 18" o.c.
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.



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 972-881-5210

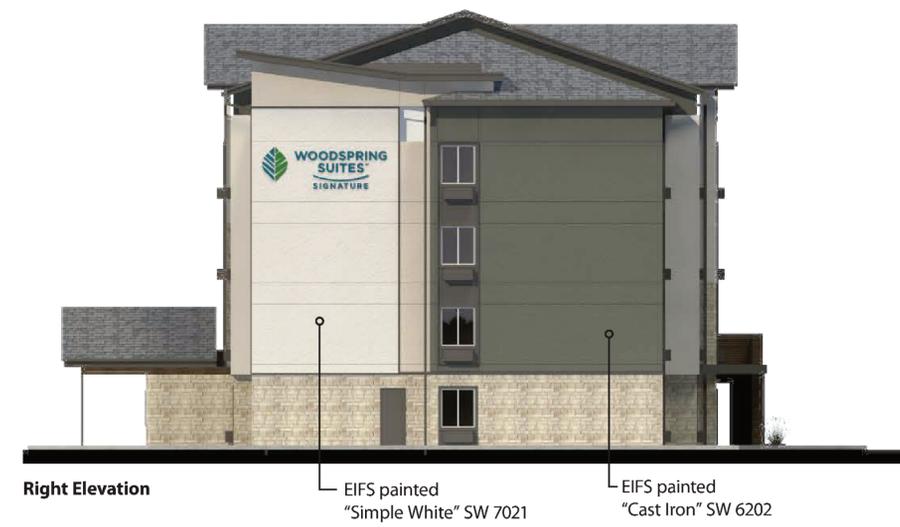
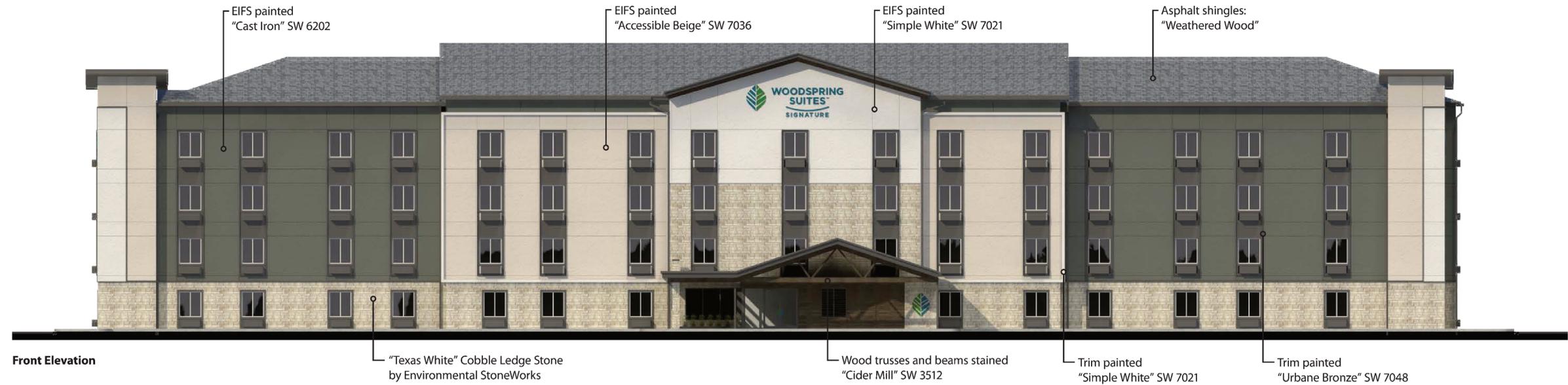
ENGINEER
 VASQUEZ ENGINEERING, LLC
 JUAN J. VASQUEZ, P.E.
 1919 S. SHILOH ROAD
 SUITE 440, LB 44
 GARLAND, TEXAS 75042
 972-278-2948 TELE
 972-271-1383 FAX

LANDSCAPE PLAN
 WOODSPRINGS SUITES
 SITE PLAN
 LOT 8
 3.2214 ACRES
 B.B.B & C.R.R. SURVEY,
 ABSTRACT NO. 174
 CITY OF THE COLONY,
 DENTON COUNTY, TEXAS
 MAY 2, 2016

Scale: 1" = 30'	Designed by: AWR	Drawn by: AWR	Checked by: AWR	605-820mpSP SITE PLAN.dwg	Date: 05/02/2016
LANDSCAPE PLAN					
LOT 8					
CITY OF THE COLONY, TEXAS					
SHEET					
LP1					

VASQUEZ ENGINEERING, L.L.C.
 1919 S. Shiloh Road
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 Garland, Texas 75042
 PH: 972-278-2948
 TX Registration # F-12266

DEVELOPER:
 Four VP GP Houston, Inc.
 17950 Preston Road
 Suite 1070
 Dallas, TX 75252



CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2016 - _____

SPECIFIC USE PERMIT

Woodspring Suites

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SPECIFIC USE PERMIT ALLOWING LIMITED SERVICE HOTEL USE, WOODSPRING SUITES TO BE LOCATED ON A 3.22 ACRE TRACT OF LAND ALONG WEST SIDE OF S COLONY BLVD, APPROXIMATELY 500' SOUTH OF MEMORIAL DRIVE WITHIN PLANNED DEVELOPMENT 16 (PD 16) AKA THE CASCADES PLANNED DEVELOPMENT ZONING DISTRICT, THE COLONY, TEXAS; 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, have given any requisite notices by publication and otherwise, and have held due public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and is of the opinion and finds that Specific Use Permit No. SUP16-0002 to allow limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district, The Colony, Texas, should be 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 Specific Use Permit.

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 uncoded, 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 19th day of July, 2016.

JOE McCOURRY, MAYOR

ATTEST:

Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

**Exhibit A
Location Map**



**MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
MAY 24, 2016**

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, May 24, 2016 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: None

City Council Liaison: David Terre, City Council Place 4

Staff Present: Gordon Scruggs, P.E. Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian McNulty, Engineering Technician, and Ed Voss, City Attorney.

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

1.1	CITIZEN INPUT
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Brant Shallenburger, Director of Government Relations addressed the Commission regarding recent city email server update. He informed Commission on how to access the new city email system and whom they might contact if they are having problems with the new system.

2.0	CONSENT AGENDA
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2.1	Consider approval of the minutes of the May 10, 2016 Regular Session.
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2.2	<i>PP16-0002, Preliminary Plat for Village at The Pointe</i> Consider approval of a preliminary plat for Lots 1-63, 64X, Block A, Lots 1-14, 15X, Block B, Village at The Pointe, being 12.50 -acres of land out of the B.B.B. and C.R.R. Survey, Abstract No. 173, 174, an addition to the City of The Colony, Denton County, Texas located near the southwest corner of Memorial Drive and S Colony BLVD. approximately 300 feet west of the intersection, within the Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.
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Chairman Hames read the Consent Agenda items into the record.

Commissioner Pool moved to approve Items 2.1 and 2.2, Commissioner Hebb seconded the motion. Motion carried (7-0).

3.0	PUBLIC HEARING ITEMS
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3.1	<i>SUP16-0002, Woodspring Suites Limited Service Hotel</i> Conduct a public hearing, discuss and consider making a recommendation to City Council on an application for a Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.
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Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Applicant, Mr. Ian McClure addressed the Commission and explained that the Woodspring Suites, in spite of being an extended stay hotel, is not anything like a Budget Suites that the City is having problems with. The room rates per night for Woodspring Suites will be on average \$100.00 – \$124.00 which is comparable to other hotels in the area. Mr. McClure also added that he is the preferred developer for Marriott and Hilton group of hotels and owns and operates multiple hotels with no complaints on any of the hotels.

Commissioner Buffington asked why Mr. McClure chose this particular lot for the proposed hotel development.

Mr. McClure stated with the arrival of Toyota and other major employers to this area of the DFW metroplex there is demand for hotel rooms and all the brands in the SH 121 and Dallas North Tollway vicinity are doing extremely well. This particular site is perfect in the sense that it is not located on the highway but within close proximity and close to all the new constructions happening in the area.

Commissioner Buffington mentioned that there is a single family development planned next to the proposed hotel site which might be impacted by the hotel.

Mr. McClure said that he has communicated with the property owner and developer for the single family project and they do not have any concern over the hotel being next to the single family development.

Commissioner Rockenbaugh enquired about the per night room rate for the proposed hotel and why the existing Woodspring hotels researched by staff shows lower room rates.

Mr. McClure stated that the hotels researched are not owned by him and the proposed Woodspring Suites would command a higher rate, around \$100.00 – \$124.00 as that is the predominant rate for this market.

Commissioner Molina stated that the clientele for this hotel is said to be the corporate clients arriving with major employers like Toyota or State Farm, what would happen once their transition to this area is complete.

Mr. McClure stated that with Toyota, even after their transition is complete they will be staff from support services like audit, IT etc. who will utilize the hotel service and will stay in town for one, two or three nights. With all the new commercial activities in the area, hotel development is growing and there will not be a shortage of clientele to serve.

Commissioner Molina asked what assurances can Mr. McClure provide that with increasing competition the hotel room rate will not go down or the maintenance of the property deteriorates resulting in Budget Suite type environment.

Mr. McClure answered that he has more than 15 years of track history, building, owning and managing different brands of hotel so the regular upkeep of the property and maintaining a quality hotel than can earn \$100.00 – \$124.00 room rates should not be a problem.

Chairman Hames opened and closed the public hearing at 6:50 p.m. with no one wishing to speak on the item.

Commissioner Buffington moved to deny Item 3.1 Commissioner Molina seconded the motion. Motion carried (7-0).

3.2	<i>SUP16-0002, Woodspring Suites Limited Service Hotel EIFS Exterior Material</i> Conduct a public hearing, discuss and consider making a recommendation to City Council on an application for a Specific Use Permit (SUP) to allow EIFS exterior construction on a proposed limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.
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Chairman Hames read the public hearing item 3.2 into record.

Ms. Sen presented the staff report.

Chairman Hames opened and closed the public hearing at 6:55 p.m. with no one wishing to speak on the item.

Commissioner DeBurr stated that in his opinion it might be the right product but wrong location and there are compatibility issues with this hotel.

Commissioner DeBurr moved to deny Item 3.2 Commissioner Rockenbaugh seconded the motion. Motion carried (7-0).

4.0	DISCUSSION ITEMS
4.1	<i>SP16-0006, Village at The Pointe Development Plan</i> Discuss and consider making a recommendation to the City Council on a request for a Development Plan to allow Village at The Pointe, a residential town home development on 12.5 acre land located near the southwest corner of Memorial Drive and S Colony BLVD. approximately 300 feet west of the intersection, within the Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked for the schedule of Memorial Road expansion.

Mr. Scruggs mentioned that the project contract has been approved by Council and staff hopes that construction can start in July.

Commissioner Rockenbaugh asked that the Memorial Road expansion would start before this townhome project begins construction.

Mr. Scruggs responded affirmative.

Commissioner Molina asked about the mutual access from the Valero Corner store to this development which would result in mixing commercial traffic with this residential development.

Ms. Sen agreed that staff has discussed this with the applicant that there is a potential for people from Valero gas station to cut through the neighborhood as that is the only left turn on Memorial Drive available for the users of the Valero Corner store.

Applicant, Bobby Samuel from Meritage Homes responded that the mutual access has to be kept open as a requirement of purchase for the town home property.

Commissioner Molina stated that in future the City will receive complaints from the residents if there is too much traffic from the Valero cutting through the neighborhood. He asked if it becomes problem could the City put one-way only sign on that segment to prevent traffic from entering the neighborhood.

Mr. Scruggs mentioned that staff has looked at the traffic numbers. Primary concern will be speeding, but these roadway segments being too short, speeding might not occur and if occurs the City can put three way stop signs. So if necessary the City can put stop sign or one-way signs in that area.

Commissioner Hebb asked that the cul-de-sacs are only 40' radius, is that sufficient for the Fire Department access.

Ms. Sen responded that the Fire Marshall has reviewed the plans and the minimum requirement is 30' radius.

Commissioner Hebb asked what the foot candle will be for street lights within this development.

Mr. Samuel could not respond to the question.

Mr. Scruggs mentioned that the development has to comply with City requirements for type of light and spacing and that will be reviewed and approved during the construction drawings approval.

Commissioner Molina asked if the water line on Memorial has to be complete before this subdivision is built as that will be providing water to this project.

Mr. Scruggs agreed that the 16" line on Memorial will be serving this project and connects to the water tower in Legends.

Commissioner Hebb asked if there will be a crosswalk from this development on Memorial Drive.

Mr. Scruggs responded that ultimately the Memorial Drive will be a six lane divided roadway and the City would prefer crosswalk at the intersection.

Commissioner Hebb asked if a signal will be installed for this project.

Mr. Scruggs responded that signal is not warranted at this location and it is too close to the existing signalized intersection at S Colony Blvd and Memorial Drive.

Commissioner Molina moved to approve Item 4.1 Commissioner Hebb seconded the motion. Motion carried (7-0).

4.2	<i>SP16-0007, Scooters Coffee Site Plan Amendment</i> Discuss and consider making a recommendation to the City Council on a request for Site Plan Amendment to allow Scooters Coffee, a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to existing strip center located at the southeast corner of Main Street and S Colony BLVD. within General Retail (GR) zoning district.
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Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

Commissioner Hebb stated that the stacking for the proposed Scooters Coffee is on the wrong side of the road and incoming traffic from Main Street through the driveway on the west side of the building will be in conflict with the incoming traffic from South Colony Blvd that is trying to stack next to the parking. Also where will the employee parking be?

Ms. Sen stated that there is no designated employee parking. Employees will be parking in the available parking spaces around the strip center.

Commissioner Rockenbaugh added that there will not be enough room for two way traffic within the internal drive way with the stacking lane introduced to the left.

Chairman Hames also stated that there will be issues with parking as the stacking will block people from getting out of the parking spaces.

Applicant David Bond with Spiars Engineering agreed that there is no designated employee parking. They will park in the existing parking spaces of the center. Also for people coming from Main Street, there will be signage to show drive through exit only. So that people coming from Main Street will drive through the alley on the south side of the building and come around to get into the stacking lane.

Megan Boise with Scooter's Coffee addressed Commission stating that usually drive through lanes follow the curb of the building, so the traffic being on the wrong side of the road is not really a problem that has been seen in their existing stores. Also the business model requires fast efficient service where the stacking to be that long is very rare.

Commissioner Hebb asked if there will be any patio area where people can come to order coffee and wait.

Mr. Bond stated there will not be a patio area. The business is based on drive-through only.

Commissioner Pool expressed concern over the stacking of cars blocking the parking where patrons will not be able to back out of their parking spaces when cars are stacked behind them.

Ms. Angela Durett with Tom Day Company, the property managers for this location addressed commission and stated that they have contacted the existing tenants regarding this addition and they have not expressed any concerns about the stacking might impacting the parking. Also regarding anyone parking in those spaces and not being able to back out, probably only the employees of Pizza Hut might come in early and they would know about this new tenant and would park in spaces not blocked by the stacked cars.

Commissioner Hebb asked as there is no one walking up to get coffee in this model, why a handicap accessible parking space is proposed.

Mr. Bond responded that being a ADA requirement in case an employee required such accessibility.

Commissioner Hebb asked how wide the island is between the drive through lane and the existing driveway.

Mr. Bond stated that to be 2' wide.

Commissioner Hebb expressed concern over the island being too narrow and people driving over it.

Commissioner Buffington asked if the drivers existing Scooters Coffee will be allowed to turn left and go through the alley as that is not allowed by law and people have been cited before on this issue. Commissioner Hebb agreed.

Mr. Scruggs mentioned that it is against the law to cut through from one street to another through a drive approach. But if people using the shopping center of the Coffee shop takes a left turn to exit on the alley that is legal and allowed.

Enquired by Commissioner Hebb, Chairman Hames requested to move to Executive Session at 7:33 p.m. to receive legal counsel.

Commission convened to regular session at 7:48 p.m.

Commissioner Molina moved to table item 4.2 till June 28th Planning and Zoning commission meeting to allow applicant to address the concerns expressed by the Commission tonight and bring it back for consideration, Commissioner Hebb 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: 40 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST: Conduct a public hearing, discuss and consider an ordinance approving a Specific Use Permit (SUP) to allow EIFS exterior construction on a proposed limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of South Colony Blvd, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district (Development Services, Scruggs)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Council Staff Report

Location Map

Elevations

Proposed Ordinance

Minutes of May 24, 2016 P&Z meeting

CITY COUNCIL REPORT

AGENDA DATE: July 19, 2016

DEPARTMENT: Engineering/Development Services Department

SUBJECT *SUP16-0003, Woodspring Suites Limited Service Hotel EIFS Exterior Material*

Conduct a public hearing, discuss and consider an application for a Specific Use Permit (SUP) to allow EIFS exterior construction on a proposed limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.

OWNER/APPLICANT

Owner/Developer:	Four VP GP Houston Inc.	Dallas, Texas
Engineer/Surveyor:	Vasquez Engineering, LLC.	Garland, Texas

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

May 24, 2016 – The Planning and Zoning Commission voted (7-0) to recommend denial for the Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites.

As this application has been recommended for denial by Planning and Zoning Commission, as per Zoning Ordinance Section 24-201 Procedure, it will require a three-fourths (3/4) vote by the City Council to approve the SUP.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) finds the Specific Use Permit (SUP) does not meet the requirements of Section 10-905 of the Zoning Ordinance, as outlined in the Staff Report and recommends denial.

OPTIONS

1. Approve as submitted.
2. Approve with conditions.
3. Postpone consideration.
4. Table item.
5. Deny item.

ATTACHMENTS

1. Staff Analysis
2. Location Map
3. Proposed Elevations
4. Proposed Ordinance
5. Minutes of May 24, 2016 Planning and Zoning Commission meeting

Staff Analysis

Summary of Request

The applicant is requesting approval of a Specific Use Permit (SUP) to allow EIFS exterior construction on a proposed 120 room, limited service hotel, Woodspring Suites, to be located on a 3.22-acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive. The property is located in Planned Development 16 (PD-16) zoning district and is also located within the Gateway Overlay District.

Adjacent Zoning/Land Use

North - Planned Development 16 (PD 16) – The Valero Corner Store

South - Planned Development 16 (PD 16) – Proposed retail/commercial center with Floor and Décor as the anchor store

East- Planned Development 16 (PD 16) – Avana Stonebriar apartments across S Colony Blvd

West - Planned Development 16 (PD 16) – Proposed Village at The Pointe townhomes

Existing Condition of Property

The property is currently undeveloped.

Land Use Analysis

The subject property is zoned Planned Development 16 (PD-16). The subject property is located within Tract B of PD-16. Tract B allows land uses within the Business Park (BP) Zoning District. A SUP approval is required to locate a limited service hotel within the BP zoning.

Exterior Building Material

As per Gateway Overlay District ordinance section 10A-900 “EIFS construction may be allowed only through an approved specific use permit. The applicant is proposing to use EIF on majority of exterior construction.

Specific Use Permit Criteria

In accordance with Section 10-905 of the Zoning Ordinance: The Planning and Zoning Commission and City Council shall review and evaluate Specific Use Permit applications using the following criteria:

1. Conformance with the City of The Colony’s Comprehensive Plan;

The Future Land Use Map identifies this area as “S.H. 121 Corridor Development” which includes commercial, entertainment and support services. A limited service hotel is an allowed use with the approval of a Specific Use Permit (SUP) and when in general conformity to the Comprehensive Plan goals.

2. Conformance with applicable regulations and standards established by the zoning regulations;

If the requested SUP is approved by City Council, the zoning for a Woodspring Suites limited service hotel in this location would be established. A site plan must comply with all requirements of the Zoning Ordinance including Section 10-2400(a), Limited Service Hotels, and the Gateway Overlay District.

3. Compatibility with existing or permitted uses on abutting sites, in terms of building height, build and scale, setbacks on open spaces, landscaping and site development, access and circulation features and architectural compatibility;

A hotel use is generally compatible with the approved uses of the BP-Business Park zoning district in terms of building height, build and scale, setbacks on open spaces, landscaping and site development, access and circulation features. The proposed building will include EIFS construction that requires a separate SUP approval per the Gateway Overlay District ordinance. Other compatibility concerns are addressed elsewhere in this criteria.

4. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area, existing zoning and land uses in the area;

The Site Plan for the Woodspring Suites Hotel has been submitted with the Specific Use Permit (SUP). All of the City's requirements for circulation, fire lanes, pedestrian sidewalks and all other pertinent city regulations must be met prior to construction of the limited service hotel.

5. Protection of persons and property from erosion, flood, or water damage, fire, noise, glare, air quality, generation of dust and odors, and similar hazards and impacts;

The proposed development shall be constructed in accordance with applicable adopted regulations at the time of construction. The City's experience with extended stay hotels, however, raises a concern regarding increased police activity, crime, traffic and noise that will be created in the area.

6. Location, lighting and type of signs; the relation of signs to traffic control and adverse effect of signs on adjacent properties;

All proposed lighting shall comply with the City's regulations and any future signs shall comply with the adopted sign ordinance.

7. Adequacy and convenience of off-street parking and loading facilities;

The proposed site shall provide adequate parking and loading for the proposed use, per the Zoning Ordinance.

8. Determination that the proposed use and site development, together with any modifications applicable thereto, will be compatible with existing or permitted uses in the vicinity;

While a hotel use is generally compatible with surrounding uses in the vicinity, the City's experience with extended stay hotels and increased police activity, crime, traffic, noise, and related secondary effects creates concerns whether this criteria can be satisfied by an extended stay hotel in this area of the City.

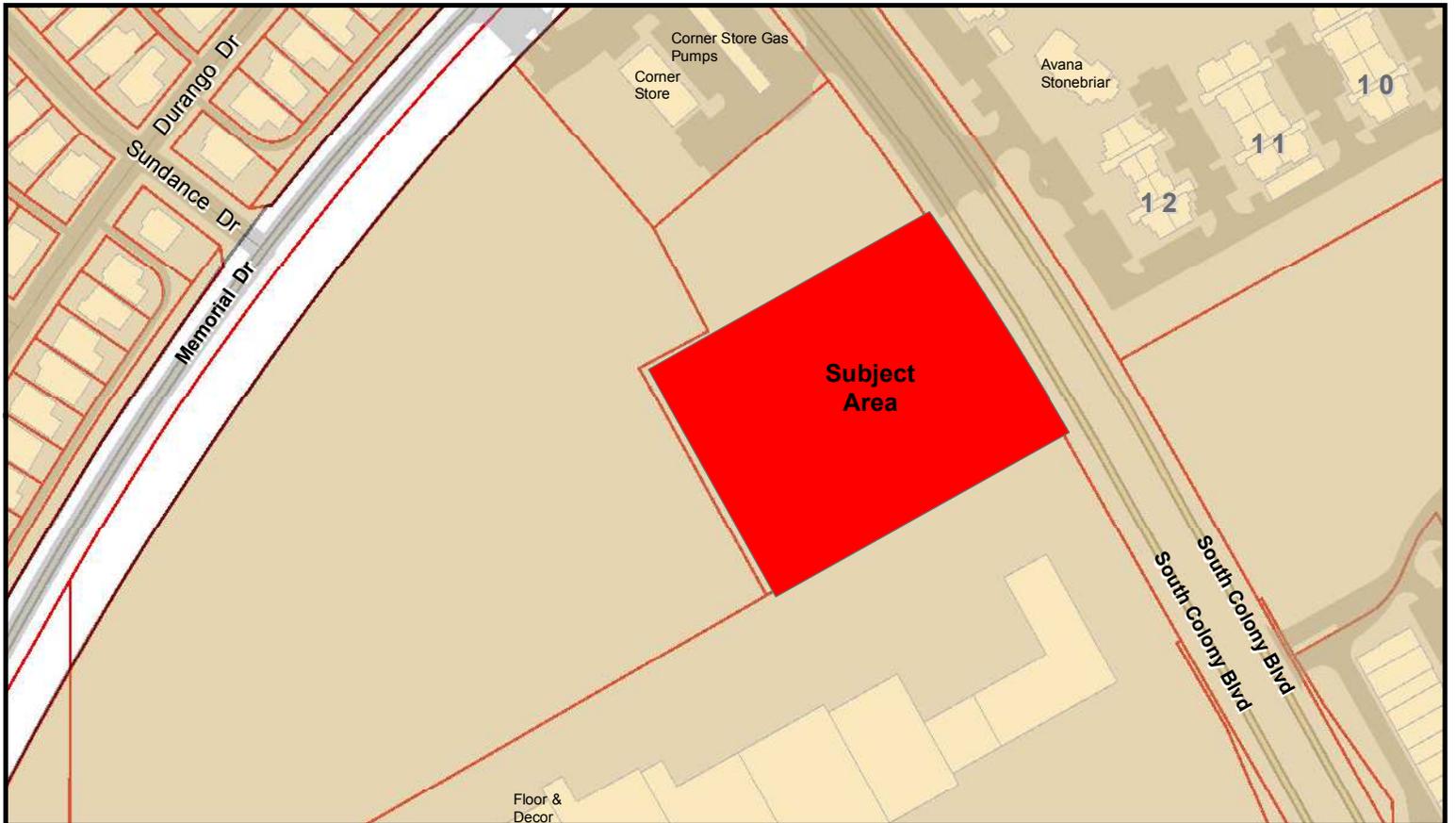
9. Determination that any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses in the same district and surrounding area; and

The DRC does not know of additional conditions that can be placed on this Specific Use Permit to reduce the compatibility concerns.

10. Determination that the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare; or materially injurious to properties or improvements in the vicinity.

It is the opinion of the DRC that the proposed hotel will be detrimental to the public health, safety, or welfare, and it would be materially injurious to properties or improvements in the vicinity because other extended stay hotel(s) in the City have caused a dramatic increase in police activity, crime, noise and traffic, and related adverse secondary effects, and the proposed hotel is similar in size and scope to that prior experience.

The City requires high quality construction and building material to ensure durability, safety and high aesthetic quality of new developments. Use of EIFS as a building material is not recommended and DRC recommends denial of the Specific Use Permit based on compatibility issues and quality aspects.



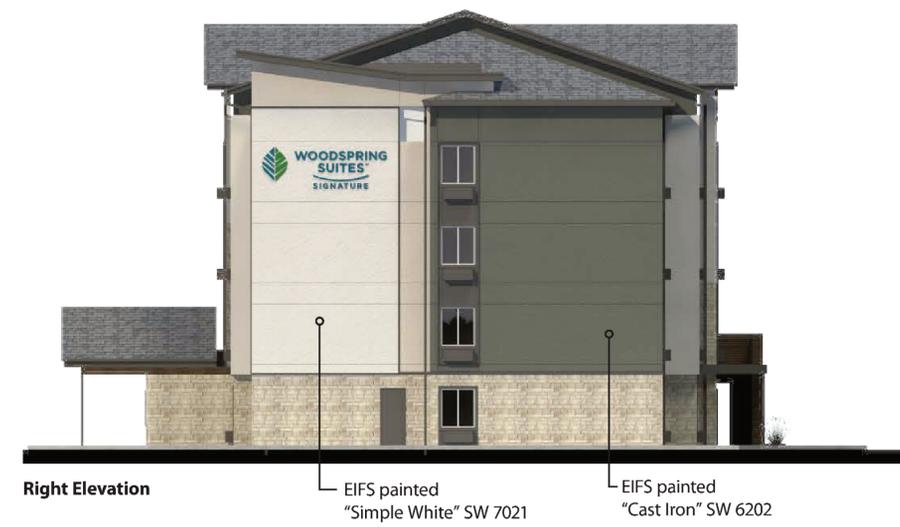
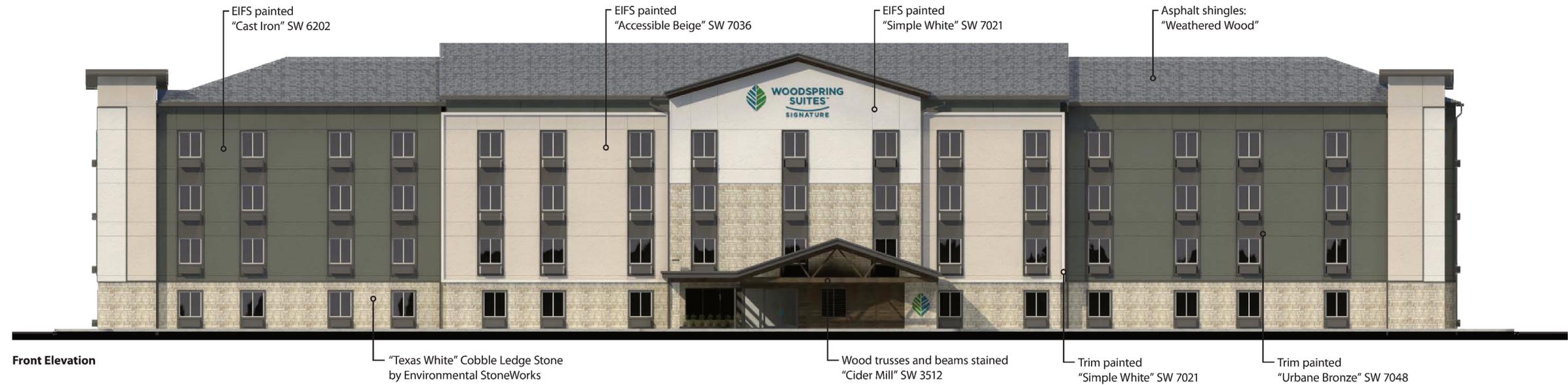
Project No. SUP16-0002 - Project Name: Woodsprings Suites Limited Service Hotel



Woodsprings 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

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 illustration purposes only and are not suitable for site-specific decision making.





CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2016 - _____

SPECIFIC USE PERMIT

Woodspring Suites

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SPECIFIC USE PERMIT TO ALLOW EIFS EXTERIOR CONSTRUCTION ON A PROPOSED LIMITED SERVICE HOTEL, WOODSPRING SUITES, TO BE LOCATED ON A 3.22 ACRE TRACT OF LAND ALONG WEST SIDE OF S COLONY BLVD, APPROXIMATELY 500' SOUTH OF MEMORIAL DRIVE WITHIN PLANNED DEVELOPMENT 16 (PD 16) AKA THE CASCADES PLANNED DEVELOPMENT ZONING DISTRICT, THE COLONY, TEXAS; 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, have given any requisite notices by publication and otherwise, and have held due public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and is of the opinion and finds that Specific Use Permit No. SUP16-0003 to allow EIFS exterior construction on a proposed limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district, The Colony, Texas, should be 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 Specific Use Permit.

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 uncoded, 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 _____, 2016.

JOE McCOURRY, MAYOR

ATTEST:

Christie Wilson, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

**Exhibit A
Location Map**



**MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
MAY 24, 2016**

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, May 24, 2016 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: None

City Council Liaison: David Terre, City Council Place 4

Staff Present: Gordon Scruggs, P.E. Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian McNulty, Engineering Technician, and Ed Voss, City Attorney.

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

1.1	CITIZEN INPUT
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Brant Shallenburger, Director of Government Relations addressed the Commission regarding recent city email server update. He informed Commission on how to access the new city email system and whom they might contact if they are having problems with the new system.

2.0	CONSENT AGENDA
2.1	Consider approval of the minutes of the May 10, 2016 Regular Session.
2.2	<i>PP16-0002, Preliminary Plat for Village at The Pointe</i> Consider approval of a preliminary plat for Lots 1-63, 64X, Block A, Lots 1-14, 15X, Block B, Village at The Pointe, being 12.50 -acres of land out of the B.B.B. and C.R.R. Survey, Abstract No. 173, 174, an addition to the City of The Colony, Denton County, Texas located near the southwest corner of Memorial Drive and S Colony BLVD. approximately 300 feet west of the intersection, within the Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.

Chairman Hames read the Consent Agenda items into the record.

Commissioner Pool moved to approve Items 2.1 and 2.2, Commissioner Hebb seconded the motion. Motion carried (7-0).

3.0	PUBLIC HEARING ITEMS
3.1	<i>SUP16-0002, Woodspring Suites Limited Service Hotel</i> Conduct a public hearing, discuss and consider making a recommendation to City Council on an application for a Specific Use Permit (SUP) to allow a limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Applicant, Mr. Ian McClure addressed the Commission and explained that the Woodspring Suites, in spite of being an extended stay hotel, is not anything like a Budget Suites that the City is having problems with. The room rates per night for Woodspring Suites will be on average \$100.00 – \$124.00 which is comparable to other hotels in the area. Mr. McClure also added that he is the preferred developer for Marriott and Hilton group of hotels and owns and operates multiple hotels with no complaints on any of the hotels.

Commissioner Buffington asked why Mr. McClure chose this particular lot for the proposed hotel development.

Mr. McClure stated with the arrival of Toyota and other major employers to this area of the DFW metroplex there is demand for hotel rooms and all the brands in the SH 121 and Dallas North Tollway vicinity are doing extremely well. This particular site is perfect in the sense that it is not located on the highway but within close proximity and close to all the new constructions happening in the area.

Commissioner Buffington mentioned that there is a single family development planned next to the proposed hotel site which might be impacted by the hotel.

Mr. McClure said that he has communicated with the property owner and developer for the single family project and they do not have any concern over the hotel being next to the single family development.

Commissioner Rockenbaugh enquired about the per night room rate for the proposed hotel and why the existing Woodspring hotels researched by staff shows lower room rates.

Mr. McClure stated that the hotels researched are not owned by him and the proposed Woodspring Suites would command a higher rate, around \$100.00 – \$124.00 as that is the predominant rate for this market.

Commissioner Molina stated that the clientele for this hotel is said to be the corporate clients arriving with major employers like Toyota or State Farm, what would happen once their transition to this area is complete.

Mr. McClure stated that with Toyota, even after their transition is complete they will be staff from support services like audit, IT etc. who will utilize the hotel service and will stay in town for one, two or three nights. With all the new commercial activities in the area, hotel development is growing and there will not be a shortage of clientele to serve.

Commissioner Molina asked what assurances can Mr. McClure provide that with increasing competition the hotel room rate will not go down or the maintenance of the property deteriorates resulting in Budget Suite type environment.

Mr. McClure answered that he has more than 15 years of track history, building, owning and managing different brands of hotel so the regular upkeep of the property and maintaining a quality hotel than can earn \$100.00 – \$124.00 room rates should not be a problem.

Chairman Hames opened and closed the public hearing at 6:50 p.m. with no one wishing to speak on the item.

Commissioner Buffington moved to deny Item 3.1 Commissioner Molina seconded the motion. Motion carried (7-0).

3.2	<i>SUP16-0002, Woodspring Suites Limited Service Hotel EIFS Exterior Material</i> Conduct a public hearing, discuss and consider making a recommendation to City Council on an application for a Specific Use Permit (SUP) to allow EIFS exterior construction on a proposed limited service hotel, Woodspring Suites, to be located on a 3.22 acre tract of land along west side of S Colony BLVD, approximately 500' south of Memorial Drive within Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.
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Chairman Hames read the public hearing item 3.2 into record.

Ms. Sen presented the staff report.

Chairman Hames opened and closed the public hearing at 6:55 p.m. with no one wishing to speak on the item.

Commissioner DeBurr stated that in his opinion it might be the right product but wrong location and there are compatibility issues with this hotel.

Commissioner DeBurr moved to deny Item 3.2 Commissioner Rockenbaugh seconded the motion. Motion carried (7-0).

4.0	DISCUSSION ITEMS
4.1	<i>SP16-0006, Village at The Pointe Development Plan</i> Discuss and consider making a recommendation to the City Council on a request for a Development Plan to allow Village at The Pointe, a residential town home development on 12.5 acre land located near the southwest corner of Memorial Drive and S Colony BLVD. approximately 300 feet west of the intersection, within the Planned Development 16 (PD 16) aka the Cascades Planned Development zoning district.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Rockenbaugh asked for the schedule of Memorial Road expansion.

Mr. Scruggs mentioned that the project contract has been approved by Council and staff hopes that construction can start in July.

Commissioner Rockenbaugh asked that the Memorial Road expansion would start before this townhome project begins construction.

Mr. Scruggs responded affirmative.

Commissioner Molina asked about the mutual access from the Valero Corner store to this development which would result in mixing commercial traffic with this residential development.

Ms. Sen agreed that staff has discussed this with the applicant that there is a potential for people from Valero gas station to cut through the neighborhood as that is the only left turn on Memorial Drive available for the users of the Valero Corner store.

Applicant, Bobby Samuel from Meritage Homes responded that the mutual access has to be kept open as a requirement of purchase for the town home property.

Commissioner Molina stated that in future the City will receive complaints from the residents if there is too much traffic from the Valero cutting through the neighborhood. He asked if it becomes problem could the City put one-way only sign on that segment to prevent traffic from entering the neighborhood.

Mr. Scruggs mentioned that staff has looked at the traffic numbers. Primary concern will be speeding, but these roadway segments being too short, speeding might not occur and if occurs the City can put three way stop signs. So if necessary the City can put stop sign or one-way signs in that area.

Commissioner Hebb asked that the cul-de-sacs are only 40' radius, is that sufficient for the Fire Department access.

Ms. Sen responded that the Fire Marshall has reviewed the plans and the minimum requirement is 30' radius.

Commissioner Hebb asked what the foot candle will be for street lights within this development.

Mr. Samuel could not respond to the question.

Mr. Scruggs mentioned that the development has to comply with City requirements for type of light and spacing and that will be reviewed and approved during the construction drawings approval.

Commissioner Molina asked if the water line on Memorial has to be complete before this subdivision is built as that will be providing water to this project.

Mr. Scruggs agreed that the 16" line on Memorial will be serving this project and connects to the water tower in Legends.

Commissioner Hebb asked if there will be a crosswalk from this development on Memorial Drive.

Mr. Scruggs responded that ultimately the Memorial Drive will be a six lane divided roadway and the City would prefer crosswalk at the intersection.

Commissioner Hebb asked if a signal will be installed for this project.

Mr. Scruggs responded that signal is not warranted at this location and it is too close to the existing signalized intersection at S Colony Blvd and Memorial Drive.

Commissioner Molina moved to approve Item 4.1 Commissioner Hebb seconded the motion. Motion carried (7-0).

4.2	<i>SP16-0007, Scooters Coffee Site Plan Amendment</i> Discuss and consider making a recommendation to the City Council on a request for Site Plan Amendment to allow Scooters Coffee, a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to existing strip center located at the southeast corner of Main Street and S Colony BLVD. within General Retail (GR) zoning district.
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Chairman Hames read the discussion item 4.2 into record.

Ms. Sen presented the staff report.

Commissioner Hebb stated that the stacking for the proposed Scooters Coffee is on the wrong side of the road and incoming traffic from Main Street through the driveway on the west side of the building will be in conflict with the incoming traffic from South Colony Blvd that is trying to stack next to the parking. Also where will the employee parking be?

Ms. Sen stated that there is no designated employee parking. Employees will be parking in the available parking spaces around the strip center.

Commissioner Rockenbaugh added that there will not be enough room for two way traffic within the internal drive way with the stacking lane introduced to the left.

Chairman Hames also stated that there will be issues with parking as the stacking will block people from getting out of the parking spaces.

Applicant David Bond with Spiars Engineering agreed that there is no designated employee parking. They will park in the existing parking spaces of the center. Also for people coming from Main Street, there will be signage to show drive through exit only. So that people coming from Main Street will drive through the alley on the south side of the building and come around to get into the stacking lane.

Megan Boise with Scooter's Coffee addressed Commission stating that usually drive through lanes follow the curb of the building, so the traffic being on the wrong side of the road is not really a problem that has been seen in their existing stores. Also the business model requires fast efficient service where the stacking to be that long is very rare.

Commissioner Hebb asked if there will be any patio area where people can come to order coffee and wait.

Mr. Bond stated there will not be a patio area. The business is based on drive-through only.

Commissioner Pool expressed concern over the stacking of cars blocking the parking where patrons will not be able to back out of their parking spaces when cars are stacked behind them.

Ms. Angela Durett with Tom Day Company, the property managers for this location addressed commission and stated that they have contacted the existing tenants regarding this addition and they have not expressed any concerns about the stacking might impacting the parking. Also regarding anyone parking in those spaces and not being able to back out, probably only the employees of Pizza Hut might come in early and they would know about this new tenant and would park in spaces not blocked by the stacked cars.

Commissioner Hebb asked as there is no one walking up to get coffee in this model, why a handicap accessible parking space is proposed.

Mr. Bond responded that being a ADA requirement in case an employee required such accessibility.

Commissioner Hebb asked how wide the island is between the drive through lane and the existing driveway.

Mr. Bond stated that to be 2' wide.

Commissioner Hebb expressed concern over the island being too narrow and people driving over it.

Commissioner Buffington asked if the drivers existing Scooters Coffee will be allowed to turn left and go through the alley as that is not allowed by law and people have been cited before on this issue. Commissioner Hebb agreed.

Mr. Scruggs mentioned that it is against the law to cut through from one street to another through a drive approach. But if people using the shopping center of the Coffee shop takes a left turn to exit on the alley that is legal and allowed.

Enquired by Commissioner Hebb, Chairman Hames requested to move to Executive Session at 7:33 p.m. to receive legal counsel.

Commission convened to regular session at 7:48 p.m.

Commissioner Molina moved to table item 4.2 till June 28th Planning and Zoning commission meeting to allow applicant to address the concerns expressed by the Commission tonight and bring it back for consideration, Commissioner Hebb 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: 40 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST: Discuss and consider an ordinance approving a Site Plan Amendment to allow Scooters Coffee, a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to the existing strip center located at the southeast corner of Main Street and S Colony Blvd. within General Retail (GR) zoning district (Development Services, Scruggs)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Council Staff Report
Location Map
Proposed Site Plan
Proposed Signage and Striping Plan
Elevations
Proposed Ordinance
Minutes of June 28, 2016 P&Z meeting

CITY COUNCIL REPORT

AGENDA DATE: July 19, 2016

DEPARTMENT: Engineering/Development Services Department

SUBJECT *SP16-0007, Scooters Coffee Site Plan Amendment*

Discuss and consider a request for Site Plan Amendment to allow Scooters Coffee, a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to the existing strip center located at the southeast corner of Main Street and S Colony BLVD. within General Retail (GR) zoning district.

OWNER/ENGINEER

Owner/Developer:	Axial Investments	McKinney, Texas
Engineer/Surveyor:	Spiars Engineering Inc.	Plano, Texas

EXISTING CONDITION OF PROPERTY

The property is currently developed with a strip center. The vacant front pad site is where the Scooters Coffee is being planned.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

June 28, 2016 – The Planning and Zoning Commission voted (6-0) to recommend approval for Scooters Coffee, a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to the existing strip center located at the southeast corner of Main Street and S Colony BLVD. within General Retail (GR) zoning district.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) finds the Site Plan amendment meets the requirements of the Zoning Ordinance 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 signage and striping plan
5. Proposed Elevation
6. Proposed Ordinance
7. Minutes of June 28, 2016 Planning and Zoning Commission meeting

ATTACHMENT 1

Staff Analysis

Summary of Request

The applicant is proposing to build Scooters Coffee, a 458 sf drive-through coffee kiosk at the southeast corner of Main Street and S Colony Blvd next to the existing strip center. The store will operate between 6 am and 7 pm with peak hours during 6 – 9:30 a.m.

Existing Condition of Property

The property is currently developed with a strip center. The vacant front pad site is where the Scooters Coffee is being planned.

Platting Status

The property is platted as Lot 2R, Block A, Colony Corners Addition.

Adjacent Zoning/Land Use

North - Shopping Center (SC) – Dental Depot (under construction), retail/shopping center containing Big Lots, CCA and several other retail clients across S Colony Blvd
South - General Retail (GR) – Puff & Stuff, David’s Automotive Repair
East- General Retail (GR) – existing strip center with Pizza Hut, Mazas Mexican Restaurant
West- Shopping Center (SC) – McDonalds across Main Street

Land Use Analysis

The property is zoned General Retail (GR) and the proposed use is allowed under General Retail (GR) zoning.

Infrastructure Improvements

Main Street/F.M 423 expansion is currently underway by TxDOT.

Circulation and Parking

As per Section 13-113 Stacking Space for Drive-Through Facilities, 5 car stacking space is required for drive through restaurants measured from the menu board. Due to existing site constraints the stacking proposed for the Scooters Coffee drive through is less than 5 cars. The property manager of the strip center and the franchise contacts for Scooters Coffee has provided letters supporting the project and stated that the peak business hours for Scooters Coffee do not conflict with the other stores in the center and this should not create issues for blocking existing tenant parking. Also there are enough parking spaces available on the site to accommodate tenant customers.

This application was initially presented to the Planning and Zoning Commission on May 24, 2016. At the May 24, 2016 regular meeting Planning and Zoning Commission tabled this item till June 28, 2016 to allow applicant time to address the concerns expressed by Commission regarding the traffic flow within the site. Applicant had since worked with staff to find a better layout that would address most of the Commission concerns.

The applicant had attempted to address some of the traffic flow concerns expressed by the Commission. The existing mutual access easement has been interchanged with the drive-through lane. As a result vehicle entering from S Colony Blvd will be stacking on the right side of the

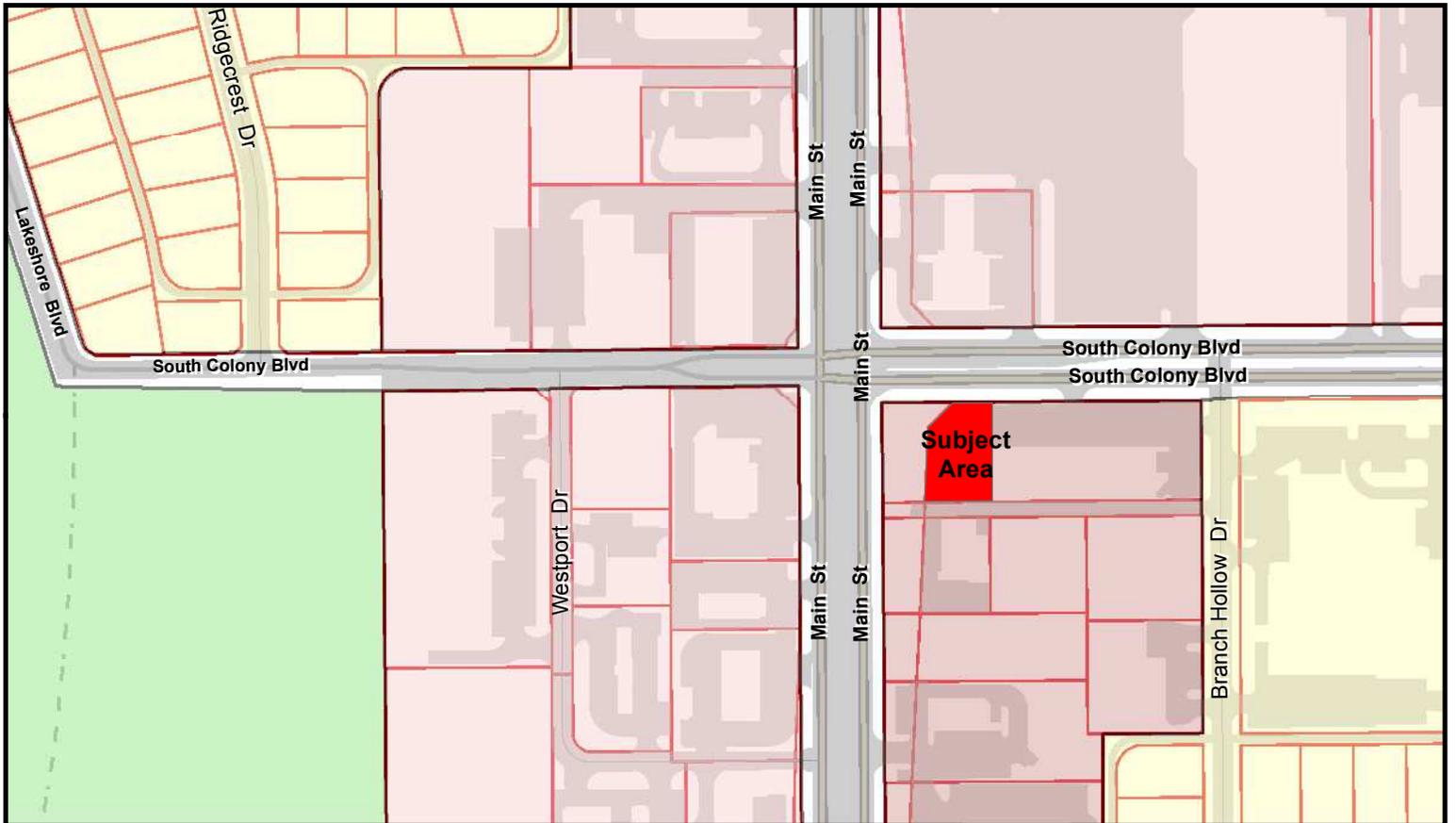
drive way. Also people driving in from the alley towards south side of the building through the mutual access easement drive should not be in direct conflict with incoming traffic from S Colony due to this alignment. The applicant has also provided a signage and striping plan to show how motorists will be alerted on “drive through - exit only” and other directional signs within the site.

Exterior Building Material

The Scooters Coffee kiosk will have 28% – 36% brick/stone exterior complying with Gateway Overlay requirements.

Development Review Committee Review

The Development Review Committee finds that the Site Plan meets all applicable requirements of the Zoning Ordinance, therefore recommends approval.



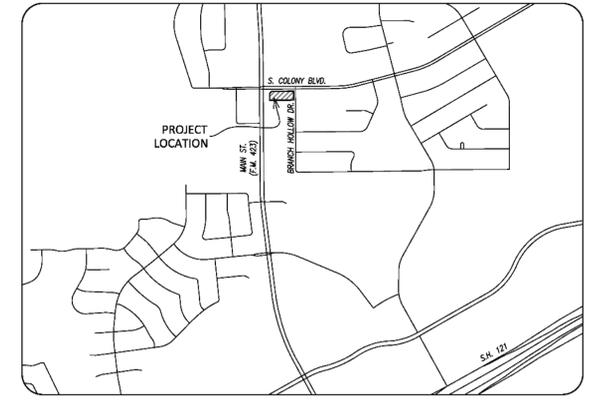
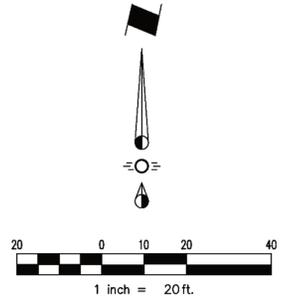
Project No. SP16-0007 - Project Name: Scooters Coffee Site Plan Amendment



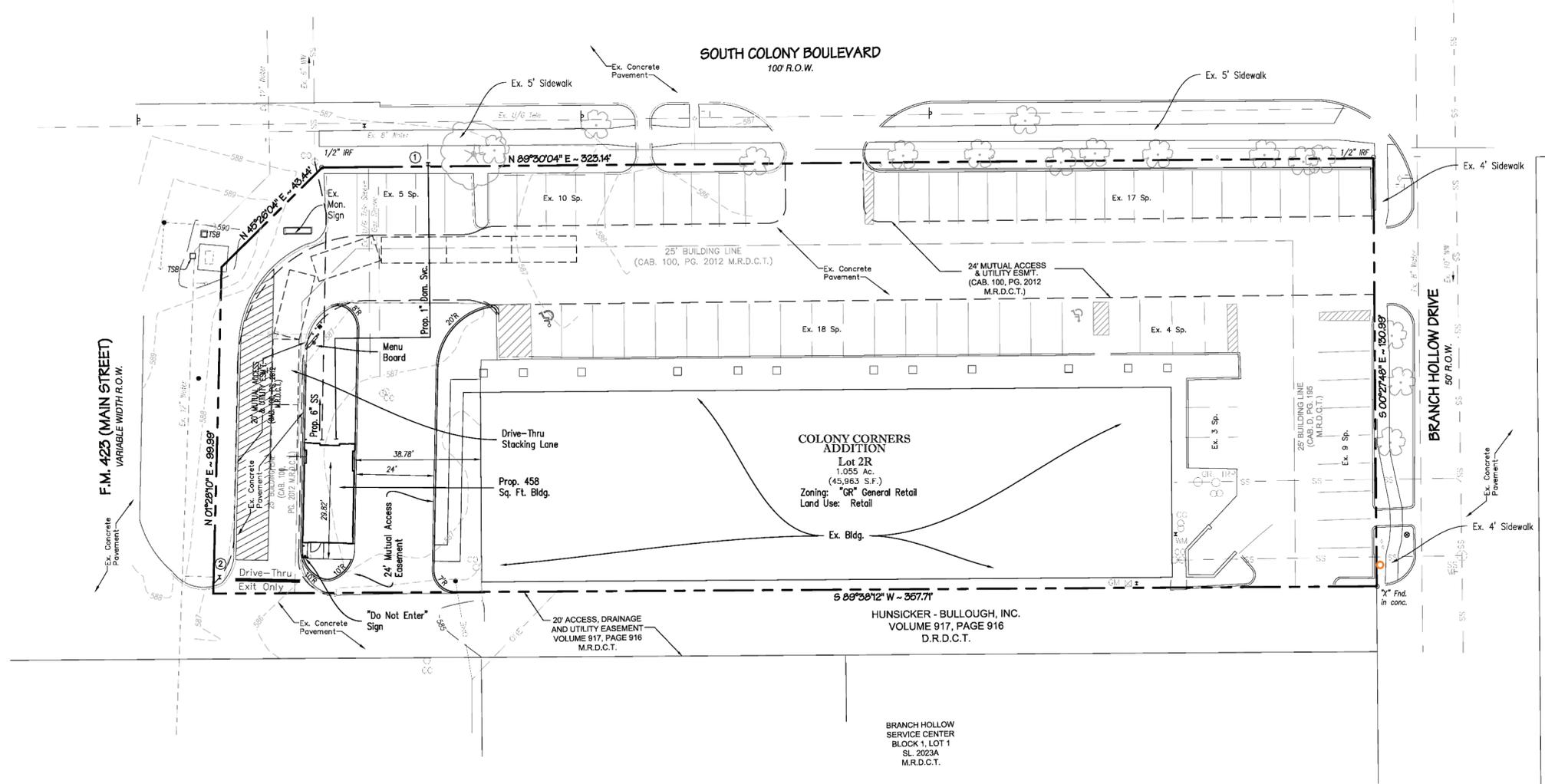
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|-----------------|--------------------------|------------------|----------------------|------------------------|
| Scooters Coffee | Business Park/Industrial | Heavy Commercial | Mobile Home | Planned Development |
| Agricultural | Duplex Dwelling | Industrial | Neighborhood Service | Shopping Center |
| Business Park | General Retail | Light Commercial | Office District 1 | Single Family Dwelling |



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 illustration purposes only and are not suitable for site-specific decision making.



LOCATION MAP
NTS



NOTES:

1. Rooftop mechanical equipment shall be screened from view from all adjacent properties and public R.O.W.
2. All dimensions are from face of curb to face of curb, unless noted otherwise.
3. Buildings shall be sprinkled as required by Code.
4. All fire lanes shall comply with City Standards.
5. Barrier-free ramps shall be constructed at all driveway/street intersections.
6. No landscaping shall be placed within the visibility triangles, which obstructs the view of motorist in excess of two (2) feet in height, except trees with lower limbs pruned to a minimum height of eight (8) feet above grade.
7. All primary buildings and structures are required to meet the masonry standards set forth in Ordinance No. 01-1207.
8. All private streets shall be constructed in accordance with City specifications. All private streets shall not be dedicated to the City and should be noted as such on the Site Plan. A Developer's agreement shall be required to give the City unrestricted and unlimited access to accommodate City vehicles, emergency and service personnel. The developer's agreement is required before a building permit is issued. Property owner will have sole responsibility for maintenance of all private streets.

SYNOPSIS

Zoning	GR General Retail
Existing Use	Retail
Proposed Use	Retail
Total Lot Area	1.055 Ac./45,963 Sq. Ft.
Existing Building Area	12,288 Sq. Ft.
Proposed Building Area	458 Sq. Ft.
Total Building Area	12,746 Sq. Ft.
Floor Area Ratio	0.277:1
Building Height	2-Stories Max.
Street Yard Area	26,430 Sq. Ft.
Impervious Area	27,698 Sq. Ft.
PerVIOUS Area	5,519 Sq. Ft.
Parking Required (1 Sp./200 Sq. Ft.)	64 Spaces
Parking Provided	68 Spaces (Incl. 2 HC)
HC Parking Required	2 Spaces
Parking Provided	2 Spaces

Water Meter & Sewer Schedule - Lot 2R

I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	1"	1	6"	Existing
②	Irrigation	1"	1	N/A	Existing

Note:
Contractor Shall Coordinate Exact Location of Irrigation Meters with Landscape Arch. to Avoid Conflicts with Trees and Light Stds.

Note:
Tap size & service from public main to meter shall be the same as the proposed meter size.

SITE PLAN AMENDMENT
SCOOTERS COFFEE

LOT 2R
1 LOT ON 1.055 ACRES OF LAND
SITUATED IN THE
BBB and CRR CO. SURVEY, ABSTRACT NO. 173
IN THE CITY OF THE COLONY
DENTON COUNTY, TEXAS
City Project No. SP16-

OWNER Axial Investments 105 N. Benge Street McKinney, TX 75069 Telephone: (214) 504-1450 Contact: Sridhar Ratakonda	APPLICANT R Beans, Inc. 17141 Oakmont Street Omaha, NE 68136 Telephone: (402) 575-1751 Contact: Cris Taylor	ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond
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Approved by the City Council on the _____ day of _____, 2016.

Director of Planning and Development

Drawn by: abnec 0 Proj. Title: 6/21/2016 8:17 AM
 Checked by: abnec 0 Proj. Title: 6/21/2016 8:17 AM
 Date: 6/21/2016 8:17 AM



MASONRY TABULATION - WEST	
FAÇADE AREA	= 553 SQ.FT.
MASONRY AREA	= 156 SQ.FT.
% OF MASONRY (INCL. BRICK & STONE)	= 28%

J1 DRIVE-THRU WINDOW ELEVATION - WEST
SCALE: 3/8" = 1'-0"



MASONRY TABULATION - SOUTH	
FAÇADE AREA	= 283 SQ.FT.
MASONRY AREA	= 102 SQ.FT.
% OF MASONRY (INCL. BRICK & STONE)	= 36%

J13 FRONT ELEVATION - NORTH
SCALE: 3/8" = 1'-0"

NOTE: INSTALL 1/2" BOX FOR SIGNAGE. ELECTRICAL CONTRACTOR SHALL COORDINATE W/ SIGN INSTALLER FOR LOCATION & FINAL ELECTRICAL CONNECTIONS



MASONRY TABULATION - EAST	
FAÇADE AREA	= 553 SQ.FT.
MASONRY AREA	= 156 SQ.FT.
% OF MASONRY (INCL. BRICK & STONE)	= 28%

A1 SIDE ELEVATION - EAST
SCALE: 3/8" = 1'-0"



MASONRY TABULATION - SOUTH	
FAÇADE AREA	= 283 SQ.FT.
MASONRY AREA	= 88 SQ.FT.
% OF MASONRY (INCL. BRICK & STONE)	= 31%

A13 REAR ELEVATION - SOUTH
SCALE: 3/8" = 1'-0"

NOTE: REFER TO SEPARATE SUBMITTAL FOR PROPOSED SIGNAGE

#	BY	DATE	SOURCE

DATE: 2.15.16
DESIGNED BY: cdt
DRAWN BY: cdt
APPROVED BY: KAW

SHEET NUMBER

ELEV'S

JOB NUMBER

5113-16

CITY OF THE COLONY, TEXAS

**ORDINANCE NO. 2016-
SITE PLAN AMENDMENT
SCOOTER'S COFFEE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A SITE PLAN AMENDMENT, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, TO ALLOW SCOOTER'S COFFEE, A 458 SF DRIVE-THROUGH COFFEE KIOSK ON LOT 2R, COLONY CORNERS ADDITION, AN ADDITION TO THE COLONY, DENTON COUNTY, TEXAS, ON A VACANT PAD NEXT TO THE EXISTING STRIP CENTER LOCATED AT THE SOUTHEAST CORNER OF MAIN STREET AND S COLONY BLVD. WITHIN 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, and the City Council of the City of The Colony, Texas, is of the opinion and finds that Site Plan Amendment Application No. SP16-0007 to allow a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition, an addition to The Colony, Denton County, Texas, on a vacant pad next to the existing strip center located at the southeast corner of Main Street and S Colony BLVD. within 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 Amendment, 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 _____, 2016.

Joe McCourry, Mayor

ATTEST:

Tina Stewart, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

**MINUTES
CITY OF THE COLONY
PLANNING AND ZONING COMMISSION
JUNE 28, 2016**

After determining that a quorum was present, the Planning and Zoning Commission of the City of The Colony, Texas convened into Regular Session which was held on Tuesday, June 28, 2016 at 6:30 PM in the City Council Chambers located in City Hall, 6800 Main Street, The Colony, Texas, at which time the following items were addressed:

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

Board Members Absent: Brian Buffington

Staff Present: Gordon Scruggs, P.E. Director of Engineering and Development Services, Surupa Sen, AICP, Senior Planner, Brian McNulty, Engineering Technician, and Ed Voss, City Attorney.

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

1.1	CITIZEN INPUT
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No citizens came forward during Citizen Input.

2.0	CONSENT AGENDA
2.1	Consider approval of the minutes of the May 24 and June 14, 2016 Regular Sessions.
2.2	<i>FP16-0004, Final Plat for Waterford Point Ph 1B at Tribute</i> Consider approval of a final plat for Lots 25-30, 61X, Block A, Lots 1-5, Block P, Waterford Point Phase 1B, being 5.805 -acres of land out of the B.B.B. and C.R.R. Survey, Abstract No. 170, an addition to the City of The Colony, Denton County, Texas located north of Waterford Point Phase 1 within the Planned Development 23 (PD 23) aka the Tribute Planned Development zoning district.
2.3	<i>RP16-0005, Replat for Lots 6R, 7R, Block A, Grandscape Addition</i> Consider approval of a replat for Lots 6R, 7R Block A, Grandscape Addition, being a replat of Lots 6, 7 Block A, Grandscape Addition, City of The Colony, Denton County, Texas as recorded in County Clerk’s Document No. 2014-290 Official Public Records of Denton County, Texas located at northeast corner of Bargain Way and Nebraska Furniture Mart Drive, within the Planned Development 25 (PD 25) aka the Grandscape Planned Development zoning district.

Chairman Hames read the Consent Agenda items into the record.

Commissioner Hebb moved to approve Items 2.1, 2.2 and 2.3, Commissioner Molina seconded the motion. Motion carried (6-0).

3.0	PUBLIC HEARING ITEMS
3.1	<i>RP16-0006, Replat for Lots 13R, 14R, Block B, Aberdeen Phase 3 at Tribute</i> Conduct a public hearing, discuss and consider approval of a replat for Lots 13R, 14R Block B, Aberdeen Phase 3, being a replat of Lots 13, 14 Block B, a 0.603 -acres of land out of the B.B.B. and C.R.R. Survey, Abstract No. 182, an addition to the City of The Colony, Denton County, Texas located at 3005 and 3009 Marykirk Court within the Planned Development 23 (PD 23) aka the Tribute Planned Development zoning district.

Chairman Hames read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Chairman Hames opened and closed public hearing at 6:34 p.m. with no one wishing to speak on the item.

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

4.0	DISCUSSION ITEMS
4.1	<i>SP16-0007, Scooters Coffee Site Plan Amendment</i> Discuss and consider making a recommendation to the City Council on a request for Site Plan Amendment to allow Scooters Coffee, a 458 sf drive-through coffee kiosk on Lot 2R, Colony Corners Addition on a vacant pad next to the existing strip center located at the southeast corner of Main Street and S Colony BLVD. within General Retail (GR) zoning district.

Chairman Hames read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Chairman Hames thanked the applicant and appreciated the fact that they listened to Commission recommendations and incorporated these changes to the site layout.

Commissioner Molina also appreciated the revised layout that works better for this site.

Commissioner Hebb asked how the applicant plans to address the situation is someone tries to go around the drive though lane to exit.

Mr. Kevin Weir with Spiars Engineering stated that that hatched area shown on the plan can act as a escape lane if someone does not want to wait too long in the drive through lane and would want to get out from the site.

Commissioner Hebb moved to approve Item 4.1, Commissioner Molina seconded the motion. Motion carried (6-0).

There being no further business to come before the Commission, Chairman Hames adjourned the Regular Session of the Planning and Zoning Commission at 6: 40 p.m.

Karen Hames, Chairman

Surupa Sen, AICP, Senior Planner



AGENDA ITEM

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 7/19/2016

SUMMARY OF REQUEST: Discuss and consider approving a resolution authorizing the City Manager to execute a Public Way Use Agreement for Fiber-Based Small Cell Network with Crown Castle NG Central LLC (Engineering, Scruggs)

Background:

The City was approached by Crown Castle NG Central LLC (Crown Castle) about the installation of a small cell network in Grandscape and the SH 121 corridor area. These small cell sites will provide increased capacity and serve faster, more reliable data and voice services to more people. Crown Castle will allow multi-tenant use (e.g. Verizon, Sprint, AT&T, etc.) for each small cell site.

The system will be fiber-based with 18 node poles, each having a height of about 26'. The node poles will be located per the attached Node Location Map and will be placed within public rights-of-way. The node poles are illustrated in Exhibit A of the attached agreement. They will be colored to match the City's light poles in the area where the node pole is being installed.

Below is a summary of the major points of the agreement.

- Crown Castle must submit a Right of Way Use Information Form and all plans must be approved by the City prior to construction.
- Facilities must be relocated at no cost to the City for any future City improvements in the right-of-way.
- All conduits will be underground except when placed on existing utility poles.
- Crown Castle will pay the City an annual fee of \$1,200 per node.
- The annual fee will increase to \$1,700 per node in 180 days if we have not reached an agreement for the City to use four strands of fiber.

Purpose:

To consider approving a Public Way Use Agreement for Fiber-Based Small Cell Network with Crown Castle.

Issues:

N/A

Alternatives:

N/A

Recommendations:

The City Attorney and staff have reviewed the agreement and staff finds it acceptable if City Council desires to have a small cell network in Grandscape and the SH 121 corridor.

Suggested motion: I move to recommend approval of the Public Way Use Agreement for Fiber-Based Small Cell Network with Crown Castle.

Attachments:

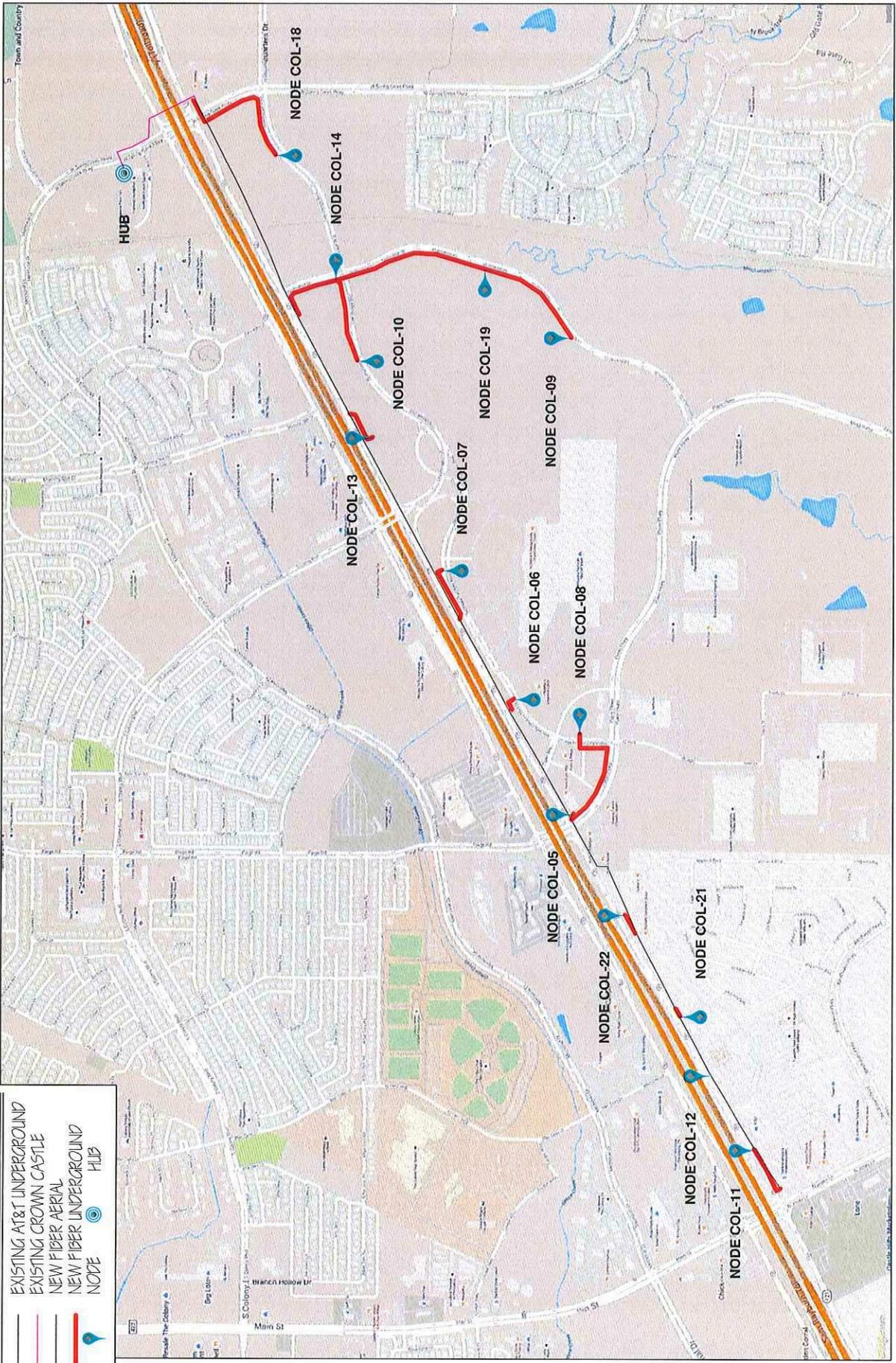
Node Location Maps

Public Way Use Agreement

Resolution

LEGEND

- EXISTING AT&T UNDERGROUND
- EXISTING CROWN CASTLE
- NEW FIBER AERIAL
- NEW FIBER UNDERGROUND
- NODE
- HUB



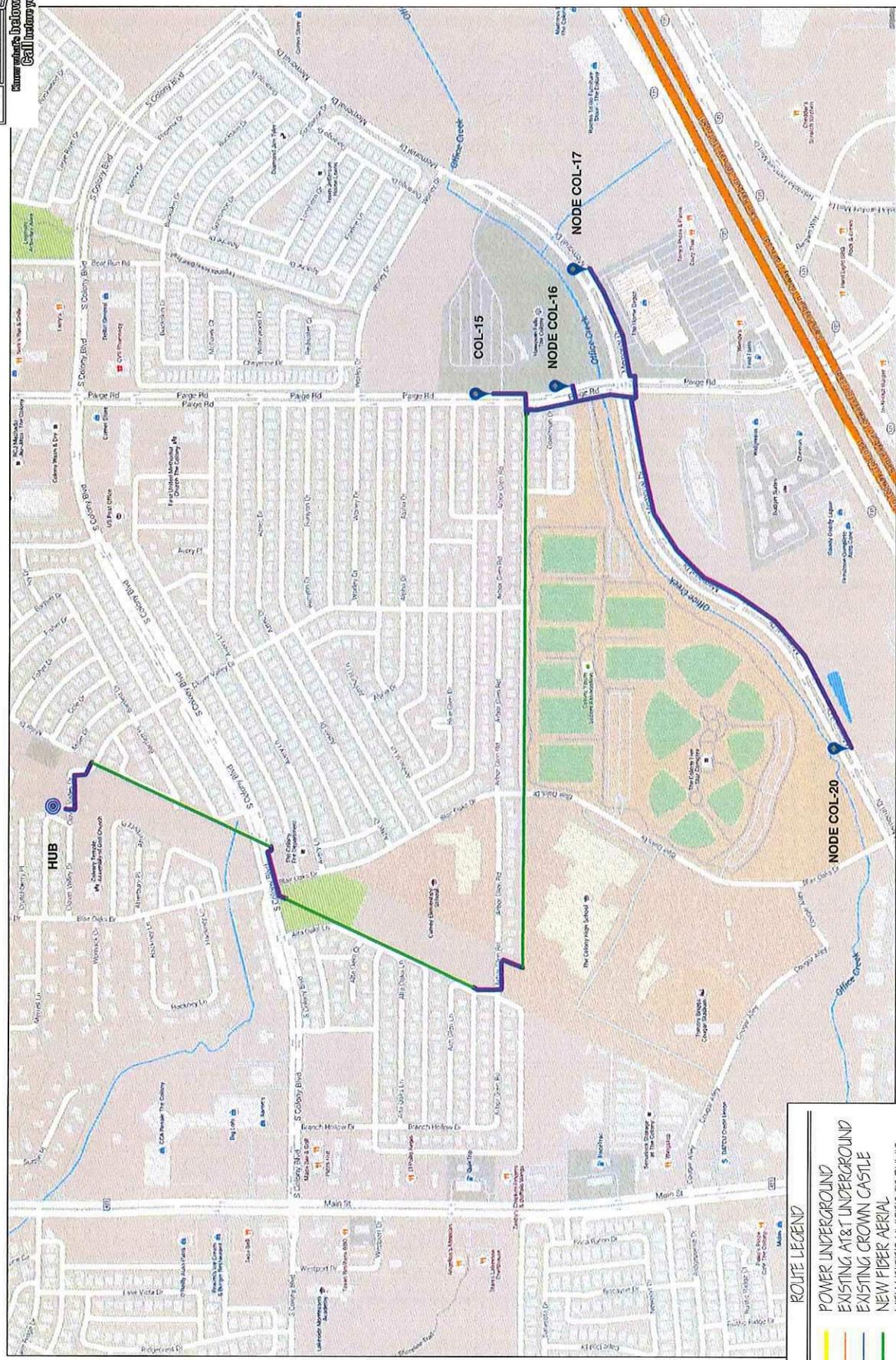
REV	DATE	DESCRIPTION
1	04/28/16	ENGINEERING ISSUE
0	04/28/16	REVIEW ISSUE

DESIGNED	DRAWN	CHECKED	DATE
J.F.	J.F.		

SEE SHEET D01B, FOR GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS

REV	DATE	DESCRIPTION	UPD	CHK
0	04/24/16	ENGINEERING ISSUE		
1	04/24/16	REVIEW ISSUE		
2	06/07/16	PERMIT ISSUE		

POLYGON 22 - HAWAIIAN FALLS
 THE COLONY, TX - DENTON COUNTY
 FIBER PROJECT OVERVIEW
 ROUTE OVERVIEW



ROUTE LEGEND

- POWER UNDERGROUND
- EXISTING AT&T UNDERGROUND
- EXISTING CROWN CASTLE
- NEW FIBER AERIAL
- NEW FIBER UNDERGROUND
- HUB
- NODE

SEE SHEET 03 OF DWG NO. TXDNTCHF1, GENERAL NOTES FOR CONSTRUCTION SPECIFICATIONS

PUBLIC WAY USE AGREEMENT (FIBER-BASED SMALL CELL NETWORK)

THIS PUBLIC WAY USE AGREEMENT (this "Agreement") is dated as of _____, 2016 (the "Effective Date"), and entered into by and between the City of The Colony, Texas, a municipality in the State of Texas (the "Municipality"), and Crown Castle NG Central LLC, a Delaware limited liability company ("Utility"). Municipality and Utility may be referred to collectively herein as the "Parties" and each a "Party".

RECITALS

WHEREAS, Utility is a public telecommunications utility in Texas, holding a Service Provider Certificate of Authority from the Public Utility Commission ("State Regulator"); and

WHEREAS, Utility intends to install its Utility Facilities within the Public Way, including: (i) on or in existing telephone, electric or cable conduit and poles in the Rights-of-Way through agreement with other utility companies, or (ii) on or in node poles and conduit constructed in the Public Way by Utility, where necessary; and

WHEREAS, subject to 47 U.S.C. §253 and applicable Laws, Municipality desires to grant Public Way access to Utility for installation of Utility Facilities subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows as to the terms of use, occupancy and manner in which such Utility Facilities will be accommodated within the Public Way.

AGREEMENT

- 1) **Definitions:** In addition to terms otherwise defined herein, the following definitions shall apply generally to the provisions of this Agreement:
 - a) **Agency:** Any governmental or quasi-governmental agency other than the Municipality, including the Federal Communications Commission and the State Regulator.
 - b) **Equipment:** The optical converters, remote radios, multiplexers, antennas, coaxial cables, wires, and related equipment to be installed and operated by Utility hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as **Exhibit A** and incorporated herein by reference.
 - c) **Gross Revenue:** Shall mean and include recurring revenues received by Utility for the provision of RF telecommunications transport services, either directly by Utility or indirectly through a reseller, if any, to customers of such services wholly consumed within the Municipality. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid or collected for any Agency (exclusive of the Annual Fee paid to the Municipality as provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due Utility or its customers; (d) refunds or rebates; (e) non-operating revenues such as interest income or gain from the sale of an asset; or (f) payments received by Utility for the construction of network facilities.
 - d) **Laws:** Any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Municipality or Agency having jurisdiction over the parties to this Agreement, in effect either as of the Effective Date or at any time during the presence of Utility in the Municipal Rights-of-Way.
 - e) **Node Poles:** Poles supporting Nodes and constructed specifically by Utility for that purpose shall be of the type with a height not to exceed 30 feet and installation configuration as shown in the drawings and photographs attached hereto as **Exhibit A** and incorporated herein by reference. Node poles shall only be allowed at locations specified in **Exhibit B** and incorporated herein by reference.
 - f) **Node:** Each specific location of Utility's Equipment, as depicted in Exhibit A.

- g) Person: An individual, a corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.
 - h) Public Way: The space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or hereafter may exist, that are under the jurisdiction of the Municipality. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such Person or Agency.
 - i) Utility Facilities: Utility's telecommunications network facilities, including Equipment, Node poles, fiber optic cable, manholes, handholds, cables, ducts, PVC pipe, conduits, fiber optic warning tape, markers and locate wires placed in the Public Way.
- 2) **Term**: This Agreement shall commence on the Effective Date and extend for an initial term of ten (10) years (the "Initial Term"), unless it is earlier terminated by either Party in accordance with the terms of the Agreement. This Agreement shall automatically renew for up to three (3) additional terms of five (5) years each (each a "Renewal Term", together with the Initial Term, the "Term") upon the terms and conditions set forth herein, unless either party gives written notice to the other party of its intent not to renew this Agreement at least twelve (12) months prior to the expiration of the Initial Term or then effective Renewal Term.
- 3) **Scope of Agreement**
- a) Grant of Access: Municipality hereby authorizes and permits Utility to enter upon the Public Way and to attach, install, operate, remove, relocate, repair, and maintain the Utility Facilities during the Term, as long as the Utility Facilities do not unreasonably impair any improvements or interfere with the intended use of the Public Way. Where necessary, Utility shall obtain permission to attach to any third party poles, conduits or related facilities. Utility understands that this Agreement does not provide Utility the exclusive use of the Public Way and that the Municipality has the right to permit other telecommunication service providers to install equipment or devices in Public Way.
 - b) Conditions to Rights: Any and all rights expressly granted to Utility under this Agreement, which shall be exercised at Utility's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under the applicable Laws to use any and all parts of the Municipal Rights-of-Way exclusively or concurrently with any other Person or Persons and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Utility a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement must be subject to prior review and approval by the Municipality in accordance with all applicable existing laws.
 - c) Obtaining Required Permits: If the attachment, installation, operation, maintenance, or location of Utility Facilities in the Public Way shall require any administrative permits, Utility shall, if required under applicable Municipal ordinances, apply the appropriate permits and pay any permit fees. The Municipality shall promptly respond to Utility's request for permits and otherwise cooperate with Utility in obtaining permits in a reasonable and timely manner in accordance with existing laws. "As-Built Drawings" shall be furnished by Utility upon completion of installation, showing exact locations of Utility Facilities in the Public Way..
 - d) No Interference: Utility, in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Law of this Agreement. The Municipality agrees to require the inclusion of the same prohibition on interference as that stated above in all agreements and franchises for use of the Public Way the Municipality may enter into after the Effective Date with other Persons.

4) Payment for Access

- a) Annual Fee: In order to compensate the Municipality for Utility's entry upon and deployment within the Public Way, Utility shall pay to the Municipality an annual fee (the "Annual Fee") in the amount equal to **One thousand two hundred and No/100 Dollars (\$1,200.00)** per Node, and shall be due and payable in arrears not later than forty-five (45) days after each anniversary of the Effective Date. The Municipality represents and covenants that the Municipality owns all Public Way for the use of which it is collecting from Utility the Annual Fee pursuant to this section. The Annual Fee per Node shall increase by fifteen percent (15%) every five (5) years during the Term of this Agreement.
 - b) In-Kind Use of Fiber: Utility agrees that at all times during the Term of this Agreement, including any extension or renewals thereof, it shall reserve four (4) strands of unlit (dark) fiber owned or operated by Utility ("Dark Fiber") within the Municipality for the Municipality's exclusive use in operating any non-commercial or communications functions, which fiber shall be considered as additional reimbursement for Municipality costs in reviewing and approving this Agreement. Utility and the Municipality shall cooperate in good faith to identify appropriate access and connection points reasonably required for the Municipality to make use of the Dark Fiber and, subject to good engineering practices, Utility shall not unreasonably deny or delay the Municipality access to the Dark Fiber for the purposes described in this Section. In the event Municipality during the Term desires to use Dark Fiber, it shall notify Utility and the Parties shall enter into a mutually agreeable standard for Fiber Lease Agreement containing standard non-monetary terms and conditions. In the event said Fiber Lease Agreement is not executed by the Parties within 180 days of the Effective Date of this Agreement, the Annual Fee as provided in Section 4(a) of this Agreement shall be increased by Five Hundred and No/100 Dollars (\$500.00) per Node, during the Term of this Agreement, and Utility will no longer reserve the four (4) strands of Dark Fiber within the Municipality for the Municipality's exclusive use.
 - c) Accounting Matters: Utility shall keep accurate books of account at its administrative office in Canonsburg, PA, or such other location of its choosing for the purpose of determining the amounts due to the Municipality under this Agreement. The Municipality may inspect Utility's books of account relative to the Municipality at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the Municipality's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due. The Municipality agrees to hold in confidence any non-public information it learns from Utility to the fullest extent permitted by Law.
 - d) Electricity Charges: For all electrical power obtained from third party providers, Utility shall be solely responsible for the payment of all electrical utility charges to the applicable utility provider based upon the Equipment's usage of electricity and applicable tariffs.
- 5) Relocation: At no cost to Municipality, Utility shall relocate or adjust the Utility Facilities as required to accommodate any future improvements constructed on behalf of the Municipality in the Public Way. If Utility fails to relocate its facilities requested by the Municipality in a reasonable time under the circumstances, the Municipality shall be entitled to relocate Utility Facilities at Utility's sole cost and expense, without further notice to Utility. The Municipality will use its best effort to accommodate Utility's request for relocation of Utility Facilities. To the extent that the Municipality has actual knowledge thereof, the Municipality will attempt to inform Utility of any displacement of Utility Facilities.
- 6) Damage to Municipal Rights-of-Way: Whenever the installation, removal, repair, or relocation of Utility's Facilities is required or permitted under this Agreement, and such installation, removal, repair, or relocation shall cause the Public Way to be damaged, Utility, at its sole cost and expense, shall promptly repair and return the Public Way to a condition as good or better than prior to the work. If Utility does not repair the site as described, the Municipality shall have the option, upon five (5) days' written notice to Utility, to perform or cause to be performed such reasonable and necessary work on behalf of Utility and to charge Utility for the actual costs incurred by the Municipality. Upon the receipt of the demand for payment, after the aforementioned procedure, Utility shall promptly reimburse the Municipality for such cost within ten (10) days of receipt of an invoice.

7) **Indemnification and Waiver**

- a) **Indemnification**: To the extent permitted by Law, each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents, and its successors and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including reasonable attorneys fees), whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any hazardous discharge resulting from acts or omissions of the indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents or representatives in connection with its performance under this Agreement; or (iii) failure of indemnifying party to comply with Laws.
- b) **Limitation on Damages**: Except for death or bodily harm to any person and tangible property damage as provided above, in no event shall either Party be liable to the other party for any special, consequential or indirect damages (including by way of illustration, lost revenues and lost profits) arising out of this Agreement or any obligation arising there under, whether in action for or arising out of breach of contract, tort or otherwise. The Municipality shall be liable only for the cost of repairs of damages to Utility Facilities arising from the negligence or willful misconduct of the Municipality, its agents, or employees.
- 8) **Compliance with Laws**: Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that any and all activities it performs pursuant to this Agreement shall comply with Laws, including: (i) worker's compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all Laws relating to environmental matters and occupational safety.

9) **Insurance**

- a) **Insurance Coverage**: Utility shall obtain and maintain at all times during the Term of this Agreement (i) Commercial General Liability insurance protecting Utility in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence personal and advertising injury and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate and products-completed operations; (ii) Commercial Automobile Liability Insurance protecting Utility in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall name the Municipality, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Utility's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide the Municipality with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Utility shall be responsible for notifying the Municipality of any change or reduction of the occurrence or aggregate limits set forth above.
- b) **Filing of Certificates and Endorsements**: Prior to the commencement of any work pursuant to this Use Agreement, Crown Castle shall file with the Municipality per the Notice section of this Agreement the required original certificate(s) of insurance with endorsements, which shall state the following:
- (i) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
 - (ii) That Utility's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Municipality may possess, including any self-insured retentions the Municipality may have; and any other insurance the Municipality does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
 - (iii) That Utility's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Municipality.

- c) **Workers' Compensation Insurance:** Crown Castle shall obtain and maintain at all times during the Term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the Municipality with a certificate showing proof of such coverage.
 - d) **Insurer Criteria:** Any insurance provider of Utility shall be admitted and authorized to do business in the state in which the Municipality is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.
 - e) **Severability of Interest:** Any self-insured retentions must be stated on the certificate(s) of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.
- 10) **Force Majeure:** Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.
- 11) **Notices:** All notices pursuant to this Agreement shall be in writing and delivered personally or transmitted either: by (i) U.S. Postal Service registered or certified mail, postage pre-paid; or (ii) pre-paid overnight delivery service. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. All notices shall be sent to at the following addresses, provided that either Party may from time to time designate any other address for this purpose by written notice to the other Party delivered in the same manner set forth above.

If to Municipality:

City of The Colony
 6800 Main St.
 The Colony, TX 75056
 Attn: _____

With a copy to:

[Insert additional address for Municipality]

24/7 emergency contact number:

[Insert number]

If to Utility:

Crown Castle NG Central LLC
 c/o Crown Castle
 2000 Corporate Drive
 Canonsburg, PA 15317
 Attn: Ken Simon, General Counsel

With a copy to:

Crown Castle NG Central LLC
 c/o Crown Castle
 2000 Corporate Drive
 Canonsburg, PA 15317
 Attn: SCN Contracts Management

24/7 emergency contact number:

Small Cell NOC: 1-888-632-0931

- 12) **Default:** Either Party may terminate this Agreement upon forty-five (45) days prior written notice to the other Party upon a material default by the other Party, which default is not cured within the forty-five (45) day of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting Party fails to commence such cure within forty-five (45) days thereafter diligently to prosecute such cure to completion). The cure period for any monetary default shall be ten (10) days from receipt of notice.
- 13) **Assignment:** This Agreement shall not be assigned by Utility without the express written consent of Municipality. However, the assignment, transfer or delegation of the rights and obligations of Utility hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed as an assignment for the purposes of this Agreement. This Agreement is binding upon the successors and assigns of the Parties.

14) **Governing Law; Disputes:** This Agreement shall be governed and construed by and in accordance with the laws of the state where the Municipality is located, without reference to its conflict of law principles. If suit is brought by a Party, the Parties agree that trial of such shall be vested exclusively in the federal or state courts with jurisdiction in the Municipality. Should any dispute arising out of this Agreement lead to litigation, the prevailing Party shall be entitled to recover its cost of suit, including reasonable attorneys' fees.

15) **General Provisions**

- a) **Interpretation:** All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause. All exhibits referred to in this Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement. Where appropriate: (i) the singular shall include the plural and visa versa; "or" shall mean "and/or"; and "including" shall mean, including but not limited to". In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Agreement, such Party shall not unreasonably delay, condition, or withhold its approval or consent.
- b) **Severability of Provisions:** If any one or more of these provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.
- c) **Waiver; Amendment:** The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
- d) **Representations and Warranties:** Each of the Parties represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided specifically herein.
- e) **Entire Agreement:** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

MUNICIPALITY:
City of The Colony, Texas

UTILITY:
Crown Castle NG Central LLC

By: _____
Name: _____
Title: _____
Date: _____

By: Brian Cabe
Name: BRIAN CABE
Title: VPGM
Date: 12 JUL 2016

Exhibit A
Equipment Configurations

Monopole Elevation

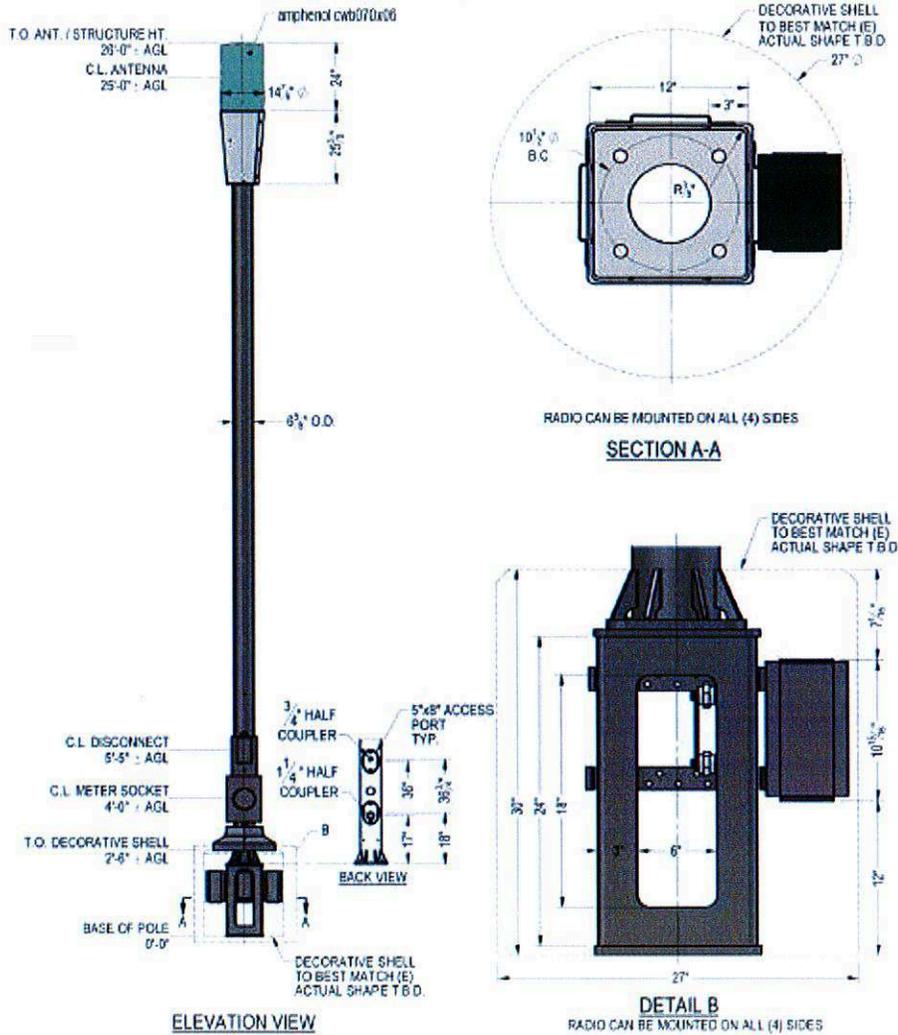








Exhibit B
Node Locations

Crown Node ID	Latitude	Longitude	State Plane	Street Address
COL-05	33.07123	-96.87549	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2466098.143E, 7076509.322N	Plano Pkwy
COL-06	33.07299	-96.87152	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2467304.158E, 7077168.390N	Nebraska Furniture Mart Dr
COL-07	33.07499	-96.86714	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2468634.336E, 7077916.761N	Nebraska Furniture Mart Dr
COL-08	33.07102	-96.87278	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2466933.030E, 7076440.624N	Nebraska Furniture Mart Dr
COL-09	33.07135	-96.85925	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2471068.415E, 7076630.234N	Destination Dr
COL-10	33.07747	-96.85998	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2470813.135E, 7078853.079N	Grandscape Blvd
COL-11	33.06602	-96.88673	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2462684.635E, 7074561.005N	TX-121
COL-12	33.06729	-96.88428	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2463427.966E, 7075034.532N	TX-121
COL-13	33.07717	-96.86268	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2469987.934E, 7078731.048N	TX-121
COL-14	33.07829	-96.85740	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2471598.621E, 7079163.719N	Destination Dr
COL-18	33.07980	-96.85304	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2472925.288E, 7079733.923N	Grandscape Blvd
COL-19	33.07382	-96.85691	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2471774.121E, 7077540.002N	Destination Dr
COL-21	33.06819	-96.88224	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2464047.768E, 7075371.545N	TX-121
COL-22	33.06969	-96.87875	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2465108.309E, 7075933.685N	Drive way
COL-15	33.07740	-96.87661	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2465720.420E, 7078748.502N	Paige Rd
COL-16	33.07594	-96.87647	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2465771.505E, 7078218.055N	Paige Rd
COL-17	33.07558	-96.87435	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2466422.816E, 7078097.138N	Memorial Dr
COL-20	33.07115	-96.88381	STATE PLANE, ZONE 4202 X Y (US Survey Feet) 2463557.563E, 7076442.161N	Memorial Dr

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, APPROVING A PUBLIC WAY USE AGREEMENT BY AND BETWEEN THE CITY OF THE COLONY AND CROWN CASTLE NG CENTRAL LLC FOR THE INSTALLATION OF FIBER-BASED SMALL CELL NETWORK; 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 a public way use agreement for the installation of fiber-based small cell network; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into the agreement with Crown Castle NG Central LLC which is attached hereto and incorporated herein by reference as Exhibit "A," under the terms and conditions provided therein; and

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

Section 1. The Public Way Use Agreement, which is attached hereto and incorporated herein as Exhibit "A", having been reviewed by the City Council of the City of The Colony, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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

PASSED, APPROVED and EFFECTIVE this 19h day of July, 2016.

ATTEST:

Joe McCourry, Mayor
City of The Colony, Texas

Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

**SUMMARY
OF REQUEST:** Discuss and consider approving a resolution authorizing the City Manager to execute the Purchase and Installation of a new traffic light at Bargain Way and Nebraska Furniture Mart Drive from Mel's Electric L.P. in the amount of \$226,132.00 (Assistant City Manager, Maurina)

Background:

Purpose:

Funding is available through the PID established for Grandscape. The cost is detailed in the attached bid. The new traffic light will help to coordinate traffic flow at this intersection that is currently a four way-stop. Traffic flow has increased due to the addition of several restaurants on NFM Drive and Bargain Way. Additional businesses are scheduled to open later this year which will further increase the traffic congestion at this intersection.

Issues:

Alternatives:

Recommendations:

Staff has reviewed and approved the Construction Plans for the Traffic Light at Bargain Way and NFM Drive. Staff has also reviewed the attached Bid from Mel's Electric and is recommending approval of this Project.

Attachments:

Bid
Resolution

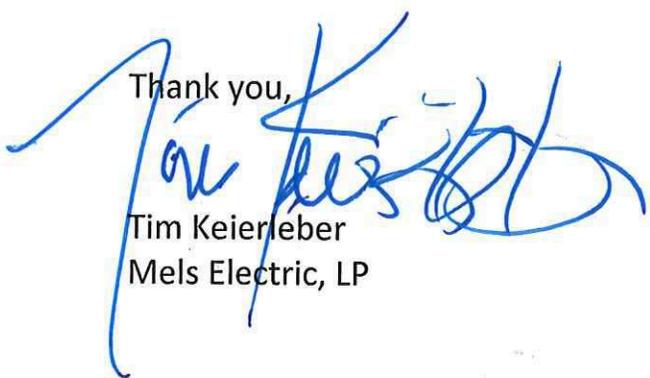


July 6, 2016

RE: The Colony Bargain Way Traffic Signal

We are pleased to submit our bid for the above mentioned project.

Thank you,


Tim Keierleber
Mels Electric, LP



PROJECT MANUAL
PROPOSAL, CONTRACT, BOND FORMS,
AND SPECIFICATIONS

FOR

CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL

CITY OF THE COLONY
DENTON COUNTY, TEXAS

JOE MCCOURRY, MAYOR

CITY COUNCIL

KIRK MIKULEC
BRIAN WADE
PERRY SCHRAG

RICHARD BOYER
DAVID TERRE
JOEL MARKS

TROY C. POWELL
TINA STEWART

CITY MANAGER
CITY SECRETARY

GORDON SCRUGGS, P.E. DIRECTOR OF ENGINEERING/DEVELOPMENT SERVICES
TIM MILLER ASSISTANT CITY MANAGER
TOD MAURINA ASSISTANT CITY MANAGER



Carl B. Laferney
6/23/2016

SECTION 2
Bid Schedule

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
104-1	3.0	SY	Removing Concrete (Medians) , break, remove and salvage or dispose of existing hydraulic cement concrete, fully performed, complete in place for the sum of _____ Dollars and ____ Cents per lump sum.	\$ 135.00	\$ 405.00
104-2	9.5	SY	Removing Concrete (Sidewalk or Ramp) , break, remove and salvage or dispose of existing hydraulic cement concrete, fully performed, complete in place for the sum of _____ Dollars and ____ Cents per lump sum.	\$ 140.00	\$ 1,330.00
416-1	56	LF	Drilled shaft foundations (36 IN) , construct foundations consisting of reinforced or non-reinforced concrete drilled shafts with or without bell footings, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per linear foot.	\$ 285.00	\$ 15,960.00
416-2	0	LF	Drilled shaft foundations (48 IN) , construct foundations consisting of reinforced or non-reinforced concrete drilled shafts with or without bell footings, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per linear foot.	\$ 0.00	\$ 0.00
500-1	1	LS	Mobilization , establish and remove offices, plants and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items for the sum of _____ Dollars and ____ Cents per lump sum.	\$ 9,400.00	\$ 9,400.00
500-2	1	LS	Performance, Payment and Maintenance Bonds , establish and obtain three original copies of each individual bond as called out in the contract for the sum of _____ Dollars and ____ Cents per lump sum.	\$ 5,900.00	\$ 5,900.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
531-1	21.5	SY	Concrete Sidewalks , construct hydraulic cement sidewalks for the sum of _____ Dollars and _____ Cents per square yard.	\$ 135.00	\$ 2,875.50
531-2	1	EA	Concrete Curb Ramps , construct a Type 5 ramp for the sum of _____ Dollars and _____ Cents per each.	\$ 4,650.00	\$ 4,650.00
618-1	70	LF	Conduit(PVC)(SCH 40)(2 IN) , furnish and place conduit, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 7.00	\$ 490.00
618-2	0	LF	Conduit(PVC)(SCH 40)(2 IN)(BORE) , furnish and place conduit, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 0.00	\$ 0.00
618-3	120	LF	Conduit(PVC)(SCH 40)(3 IN) , furnish and place conduit, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 10.30	\$ 1,236.00
618-4	10	LF	Conduit(PVC)(SCH 40)(4 IN) , furnish and place conduit, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 15.75	\$ 157.50
618-5	455	LF	Conduit(PVC)(SCH 40)(4 IN)(BORE) , furnish and place conduit, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 24.15	\$ 10,988.25
620-1	690	LF	Electrical Conductors (NO. 12) INSULATED , furnish and place electrical conductors, except conductors specifically covered by other items, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 0.50	\$ 345.00
620-2	2230	LF	Electrical Conductors (NO. 8) INSULATED , furnish and place electrical conductors, except conductors specifically covered by other items, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per e linear foot.	\$ 0.95	\$ 2,118.50

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
620-3	540	LF	Electrical Conductors (NO. 6) BARE , furnish and place electrical conductors, except conductors specifically covered by other items, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 1.00	\$ 540.00
620-4	105	LF	Electrical Conductors (NO. 6) INSULATED , furnish and place electrical conductors, except conductors specifically covered by other items, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 1.30	\$ 136.50
624-1	3	EA	Ground Box Ty C w/Apron , furnish and install ground box with apron, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 650.00	\$ 1,950.00
624-2	2	EA	Ground Box Ty D w/Apron , furnish and install ground box with apron, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 700.00	\$ 1,400.00
628-1	1	EA	Electric Services TY D 120/240 0100(NS)AL(E)PS(U) , furnish and install complete and independent points of electrical service, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 4,500.00	\$ 4,500.00
636-1	8	SF	Aluminum Signs (Ty A) , furnish, fabricate and erect aluminum signs. Sign supports are provided for under other items, complete in place for the sum of _____ Dollars and _____ Cents per square foot.	\$ 285.00	\$ 2,280.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
644-1	1	EA	Small Roadside Sign Assemblies , furnish, fabricate and erect small roadside sign assemblies consisting of the signs, sign supports, foundations (when required), and associated mounting hardware, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 560.00	\$ 560.00
666-1	195	LF	Reflectorized pavement marking TY I (W)12"(SLD)(100MIL) , furnish and place reflectorized pavement markings, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 12.00	\$ 2,340.00
666-2	130	LF	Reflectorized pavement marking TY I (W)24"(SLD)(100MIL) , furnish and place reflectorized pavement markings, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 19.50	\$ 2,535.00
677-1	25	LF	Eliminate existing pavement markings and markers (8") , eliminate existing pavement markings and raised pavement markers, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 8.00	\$ 200.00
677-2	45	LF	Eliminate existing pavement markings and markers (24") , eliminate existing pavement markings and raised pavement markers, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 12.00	\$ 540.00
680-1	1	EA	Installation of highway traffic signals , install highway traffic signals, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 36,550.00	\$ 36,550.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
682-1	11	EA	Vehicle signal (12 IN) LED (GRN) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 230.00	\$ 2,530.00
682-2	4	EA	Vehicle signal (12 IN) LED (GRN ARW) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 230.00	\$ 920.00
682-3	11	EA	Vehicle signal (12 IN) LED (YEL) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 230.00	\$ 2,530.00
682-4	4	EA	Vehicle signal (12 IN) LED (YEL ARW) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 230.00	\$ 920.00
682-5	11	EA	Vehicle signal (12 IN) LED (RED) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 230.00	\$ 2,530.00
682-6	2	EA	Vehicle signal (12 IN) LED (RED ARW) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 230.00	\$ 460.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
682-7	4	EA	Ped signal (12 IN) LED (Countdown) , furnish and install vehicle and pedestrian signal heads, work fully performed complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 595.00	\$ 2,380.00
682-8	9	EA	Installation of Back Plate (12 IN) (3 SEC) , Install back plate, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 60.00	\$ 540.00
682-9	4	EA	Installation of Back Plate (12 IN) (4 SEC) , Install back plate, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 70.00	\$ 280.00
684-1	465	LF	Traffic signal cable (TY A) (14 AWG) (5 CNDR) , furnish and install traffic signal cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 1.25	\$ 581.25
684-2	265	LF	Traffic signal cable (TY A) (14 AWG) (7 CNDR) , furnish and install traffic signal cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 1.60	\$ 424.00
684-3	260	LF	Traffic signal cable (TY A) (14 AWG) (10 CNDR) , furnish and install traffic signal cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 3.00	\$ 7.80
684-4	540	LF	Traffic signal cable (TY A) (14 AWG) (20 CNDR) , furnish and install traffic signal cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 4.65	\$ 2,511.00
684-5	330	LF	Traffic signal cable (TY C) (12 AWG) (2 CNDR) , furnish and install traffic signal cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 1.60	\$ 528.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
686-1	1	EA	Install traffic signal pole assembly (S) I ARM (36')LUM , fabricate, furnish and erect steel cantilever traffic signal pole assemblies, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 9,650.00	\$ 9,650.00
686-2	3	EA	Install traffic signal pole assembly (S) I ARM (40')LUM , fabricate, furnish and erect steel cantilever traffic signal pole assemblies, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 10,100.00	\$ 30,300.00
686-3	0	EA	Install traffic signal pole assembly (S) I ARM (48') , fabricate, furnish and erect steel cantilever traffic signal pole assemblies, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 0.00	\$ 0.00
686-4	0	EA	Install traffic signal pole assembly (S) I ARM (55') , fabricate, furnish and erect steel cantilever traffic signal pole assemblies, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 0.00	\$ 0.00
686-5	0	EA	Install traffic signal pole assembly (S) I ARM (55')LUM , fabricate, furnish and erect steel cantilever traffic signal pole assemblies, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 0.00	\$ 0.00
687-1	2	EA	Pedestal pole assembly , furnish and install pedestal pole assemblies for vehicle and pedestrian signals, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 1,700.00	\$ 3,400.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
687-2	1	EA	Pedestrian pushbutton pole , furnish and install pushbutton pole assemblies for pedestrian pushbuttons, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 1,575.00	\$ 1,575.00
688-1	4	EA	Pedestrian detectors and vehicle loop detectors , furnish and install traffic signal detectors, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 365.00	\$ 1,460.00
6002-1	1	EA	Video imaging vehicle detection system , furnish and install a video imaging vehicle detection system (VIVDS) that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 3,450.00	\$ 3,450.00
6002-2	4	EA	VIVDS camera assembly , furnish and install a VIVDS camera assembly, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 5,100.00	\$ 20,400.00
6002-3	1	EA	VIVDS set-up system , set up the VIVDS system and components, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 500.00	\$ 500.00
6002-4	770	LF	VIVDS communication cable (Coaxial) , furnish and install VIVDS signal cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents linear foot.	\$ 1.80	\$ 1,386.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
6027-1	0	LF	Conduit (Prepare) , prepare conduits, ground boxes, or manholes, replace conduits, ground boxes, or manholes when necessary, replace conduit fittings with junction boxes, replace damaged ground box or manhole covers, adjust ground box or manholes covers, install pull lines in conduits, install cable racks in ground boxes or manholes, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per linear foot.	\$ 0.00	\$ 0.00
6027-2	0	EA	Ground Box (Prepare) , prepare conduits, ground boxes, or manholes, replace conduits, ground boxes, or manholes when necessary, replace conduit fittings with junction boxes, replace damaged ground box or manhole covers, adjust ground box or manholes covers, install pull lines in conduits, install cable racks in ground boxes or manholes, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per each.	\$ 0.00	\$ 0.00
6054-1	1	EA	Spread Spectrum Radios for Traffic Signals , furnish and install spread spectrum radios, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per each.	\$ 3,585.00	\$ 3,585.00
6054-2	185	LF	Ethernet Cable , furnish and install heliix cable, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per each.	\$ 3.75	\$ 693.75
6054-3	1	EA	Antenna (Uni-Directional) , furnish and install antenna, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per each.	\$ 450.00	\$ 450.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**CONSTRUCTION OF BARGAIN WAY TRAFFIC SIGNAL
City of The Colony**

Item No.	Quantity	Unit	Description and Price in Words	Unit Price	Total Price
6058-1	1	EA	Battery back-up system for signal cabinets , install a battery back-up system (BBU system) for traffic signals that will provide reliable emergency power in the event of utility power failure or interruption. The system will also function as a power conditioner and/or voltage regulation device, work fully performed, complete in place for the sum of _____ Dollars and ____ Cents per each.	\$ 7,200.00	\$ 7,200.00
*	1	EA	Pan-Tilt-Zoom Camera (PTZ) , furnish and install PTZ camera, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 7,350.00	\$ 7,350.00
*	55	LF	Pan-Tilt-Zoom Cable (PTZ) , furnish and install PTZ cable for the sum of _____ Dollars and _____ Cents per each.	2.65	145.75
*	1	EA	GTT Opticom Multimode Phase Selector , furnish and install opticom phase selector, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per each.	\$ 3,525.00	\$ 3,525.00
*	4	EA	GTT Opticom Detectors , furnish and install opticom detectors, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 670.00	\$ 2680.00
*	720	LF	GTT Opticom Cable , furnish and install opticom cable, work fully performed, complete in place for the sum of _____ Dollars and _____ Cents per linear foot.	\$ 1.50	\$ 1,080.00

SUBTOTAL BID SUB-SECTION

\$ 149,671.25

**PROPOSAL SUMMARY
BID PROPOSAL**

A. Materials Incorporated into Work	\$ <u>149,671.75</u>
B. Materials Not Incorporated into Work	\$ <u> </u>
C. Other, Labor, etc.	\$ <u>76,460.25</u>

NOT TO EXCEED TOTAL AMOUNT OF BID

\$ 226,132.00

END OF NOTICE TO BIDDERS

6. BIDDER agrees that all work awarded will be completed within 240 Calendar days, which includes 15 inclement weather days, for this project. The Contractor will submit written documentation to the Construction Inspector assigned by the City to document inclement weather days. Additional inclement weather calendar days will be added to the contract only if the 15 inclement weather days included in the bid have been approved. Contract time will commence to run as provided in the Contract Documents.
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
8. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Instructions to Bidders).
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The City of The Colony reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

SUBMITTED ON 07-07-2016

SECTION 3
CITY OF THE COLONY'S
SUPPLEMENTARY CONDITIONS
TO THE NCTCOG GENERAL PROVISIONS

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

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO MEL'S ELECTRIC FOR THE PURCHASE AND INSTALLATION OF A NEW TRAFFIC LIGHT AT BARGAIN WAY AND NEBRASKA FURNITURE MART DRIVE; 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 \$226,132.00 to Mel's Electric for a the purchase and installation of a new traffic light at Bargain Way and Nebraska Furniture Mart Drive.

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 19th day of **July, 2016.**

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 13, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST: Discuss the proposed 2016-17 Tax Rate not to exceed \$.6675 per \$100 valuation for the taxable value of all real and personal property located within the City of The Colony to be adopted on September 20, 2016 and schedule public hearings on the proposed tax rate to be held August 16 and September 6, 2016 (Finance, Cranford)

Background:

Purpose:

Comply with tax code.

Suggested motion: I move to approve the 2016-17 proposed tax rate not to exceed \$.6675 per \$100 valuation for taxable value of all property located within the City of The Colony, to be adopted on September 20th, 2016, and to schedule public hearings on the proposed tax rate to be held August 16 and September 6, 2016.

Issues:

Alternatives:

Recommendations:

Attachments:



TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 14, 2016

MEETING DATE: 07/19/2016

**SUMMARY OF
REQUEST:**

A. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Police Department Gun Range construction matter.

B. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Atlantic Colony Venture I, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al., Cause No. 16-02219-442.

C. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric from an Ordinance of The Colony, Texas, and, in the Alternative, Application for a Declaratory Order, SOAH Docket No. 473-16-1119, PUC Docket 45175.

D. 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.



AGENDA ITEM

City Secretary

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 14, 2016

MEETING DATE: 07/19/2016

SUMMARY OF REQUEST:

- A. Any action as a result of executive session regarding pending or contemplated litigation – Police Department Gun Range construction matter.
- B. Any action as a result of executive session regarding the pending or contemplated litigation - Atlantic Venture, LLC and Atlantic Colony Venture II, LLC v. City of The Colony, Texas, et al.
- C. Any action as a result of executive session regarding the pending or contemplated litigation Appeal of Brazos Electric Power Cooperative, Inc. and Denton County Electric Cooperative, Inc. D/B/A CoServ Electric matter.
- D. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.
