



**CITY OF THE COLONY
CITY COUNCIL MEETING AGENDA
MONDAY, AUGUST 1, 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 **Monday, August 1, 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
- 1.4.1. Presentation from the Library Director regarding current and upcoming programs, events, and service improvements (Library, Sveinsson)

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. Present and discuss the City of The Colony Preliminary Municipal Budget for Fiscal Year 2016-2017 (General Admin, Miller)
- 2.2. Discuss the water rate for customers served by Plano water for FY 2016-17 (General Admin, Miller)
- 2.3. 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.

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

4.0 CONSENT AGENDA

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

- 4.1. Consider approving City Council Special Session minutes July 18, 2016, Regular Session minutes for July 19, 2016 and Special Session minutes for July 25, 2016 (Interim City Secretary, Stewart)
- 4.2. Consider approving Council Expenditures for the month of June 2016 (Council)
- 4.3. Consider approving a resolution casting the city's vote for nominee Jim Carter to serve as a member of the Board of Managers for the Denco Area 9-1-1 District (Council)
- 4.4. Consider approving a resolution authorizing the City Manager to execute an Interlocal Agreement with Denton County Tax Assessor Collector for the collection of property taxes for the City for the 2016-2017 Fiscal Year (Finance, Cranford)
- 4.5. Consider approving a resolution authorizing the City Manager to execute an Interlocal Cooperation Agreement with the Denton County Tax Assessor Collector for collection of Public Improvement District Number 1 Assessments (Finance, Cranford)

5.0 REGULAR AGENDA ITEMS

- 5.1. Discuss and consider an ordinance approving a request for Site Plan Amendment to add two temporary buildings at the Tribute K-8 Prestwick Stem Academy located at 3101 Stonefield to accommodate additional classrooms (Development Services, Scruggs)
- 5.2. Discuss and consider a resolution approving a Private Transfer Agreement (Grant by Special Warranty Deed) by and between The Colony Local Development Corporation and LMG Ventures, LLC, conveying an approximately 1.252 acre tract or tracts of land located in the Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 174, and the Thomas A. West Survey, Abstract No. 1344, in the City of The Colony, Denton County, Texas, and being part of Lot 1, Block H of the Grandscape Addition, Phase II, City of The Colony, Denton County, Texas (General Admin, Maurina)
- 5.3. Discuss and consider a resolution approving a Private Transfer Agreement (Grant by Special Warranty Deed) by and between The Colony Local Development Corporation and LMG Ventures, LLC, conveying an approximately 8.551 acre tract or tracts of land located in the Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 174, and the Thomas A. West Survey, Abstract No. 1344, in the City of The Colony, Denton County, Texas, and being part of Lot 1, Block H of the Grandscape Addition, Phase II, City of The Colony, Denton County, Texas (General Admin, Maurina)
- 5.4. Discuss and consider adopting an ordinance scheduling a public hearing for the proposed budget on August 16th 2016 at 6:30 pm (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 the City's zoning ordinance and single family residence uses, rental and/or leasing of single family residences or portions thereof, and related legal issues.
- 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 the City's zoning ordinance and single family residence uses, rental and/or leasing of single family residences or portions thereof, and related legal issues.
- 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 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.

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 28th day of July, 2016.

Tina Stewart

Tina Stewart, TRMC, Interim City Secretary



TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Presentation from the Library Director regarding current and upcoming programs, events, and service improvements (Library, Sveinsson)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE:

SUMMARY OF REQUEST: Present and discuss the City of The Colony Preliminary Municipal Budget for Fiscal Year 2016-2017 (General Admin, Miller)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Discuss the water rate for customers served by Plano water for FY 2016-17 (City Manager, Miller)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

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 27, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Consider approving City Council Special Session minutes July 18, 2016, Regular Session minutes for July 19, 2016 and Special Session minutes for July 25, 2016 (Interim City Secretary, Stewart)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

July 18, 2016 Special Session Minutes
July 19, 2016 Regular Session Minutes
July 25, 2016 Special Session Minutes

**MINUTES OF COUNCIL SPECIAL SESSION
HELD ON
JULY 18, 2016**

The Special Session of the City Council of the City of The Colony, Texas, was called to order at 6:35 p.m. on the 18th 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	Absent (Business)
Richard Boyer	Councilmember	Present
Brian Wade	Councilmember	Present
David Terre	Councilmember	Present
Perry Schrag	Councilmember	Present
Joel Marks	Councilmember	Present

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

- 1. Call to Order – 6:35 p.m.**
- 2. Executive Session**
 - a. Council shall convene into a closed executive session pursuant to Section 551.074 of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.**
- 3. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Secretary.**

No action

And with no further business to discuss the meeting was adjourned at 7:48 p.m.

APPROVED:

Joe McCourry, Mayor
City of The Colony

ATTEST:

Tina Stewart, TRMC

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.

Interim City Secretary

**MINUTES OF COUNCIL REGULAR SESSION
HELD ON
JULY 19, 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 19th 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	Absent (Business)
Richard Boyer	Councilmember	Present
Brian R. Wade	Councilmember	Present
David Terre	Councilmember	Present
Perry Schrag	Councilmember	Present
Joel Marks	Councilmember	Present

And with six 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 – *The Journey Baptist Church***
- 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)**
Councilmember Boyer announced in observance of National Night Out, the next City Council Regular Session meeting will be held on Monday August 1, 2016 instead of Tuesday August 2, 2016.

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

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.

submit a Request Form to the City Secretary.

1. *Dan Alexander spoke concerning a boarding home in his neighborhood.*
2. *Jeani Maciejack spoke concerning a group home near Northpointe Drive.*

Assistant City Manager stated that this topic would be on the next agenda for discussion.

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)**
- 4.3. **Consider approving a resolution authorizing the City Manager to reject the bids for the Memorial Widening Project (Engineering, Scruggs)**

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

- 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)**

This item was pulled from the agenda and not discussed.

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)**

This item was pulled from the agenda and not discussed.

- 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)**

This item was pulled from the agenda and not discussed.

- 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)**

Director of Engineering Gordon Scruggs reviewed the location, elevations, landscape, and parking for the Site Plan Amendment for Scooters Coffee Kiosk. Mr. Scruggs stated the applicant proposes to use the existing mutual easement, modifying it into to a drive-through lane. He stated the store will operate between 6 a.m. and 7:00 p.m. with peak store hours occurring between 6:00 a.m. to 9:30 a.m. The Planning and Zoning Commission recommended approval.

Council provided discussion on this item and moved forward with a motion.

Motion to approve- Marks; second by Wade; motion passed with all ayes with Boyer voting no.

- 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)**

Mr. Scruggs reviewed the proposed resolution to Council. He stated the small cell sites will provide increase capacity, faster service, more reliable data and voice services to more people. Mr. Scruggs said the network will be located in Grandscape and State Highway 121 corridor area. The system will be fiber-based with 18 node poles placed within public rights-of-way. Mr. Scruggs touched on the major points of the agreement as follows:

- Crown Castle must submit a right-of-way use information form and all plans must be approved by 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 an agreement has not been reached for the City to use four strands of fiber*

Council provided discussion on this item and moved forward with a motion.

Motion to approve the Public Way Use Agreement with Crown Castle using the revised Exhibit B, Node Locations as presented by staff- Terre; second by Wade; motion passed with all ayes.

- 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)**

Gordon Scruggs reviewed the proposed resolution to allow the purchase and installation of a new traffic light by Mel's Electric L.P. to Council.

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

- 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)**

Assistant City Manager of Administration Tim Miller reviewed the proposed 2016-17 Tax Rate to Council. Mr. Miller said the preliminary budget will be brought before Council in August. He stated the past fifteen to sixteen years there has been a quarter cent decrease in revenue. Mr. Miller explained the quarter cent decrease equals to a \$70,000 reduction in revenue. He stated with the increase in capital with road projects, the City of The Colony is steadily growing. Staff feels that it is important to keep the revenue and invest it back into the community.

Councilmember Marks acknowledged how the City of The Colony is growing, moving forward and yet still able to lower taxes.

Motion to approve August 16 and September 6, 2016 as public hearing dates for the proposed 2016-17 Tax Rate- Schrag; second by Wade; motion passed with all ayes.

Executive Session was convened at 7:11 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 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 551.074 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.

Open Session was reconvened at 8:18 p.m.

6.2. A. Any action as a result of executive session regarding pending or contemplated litigation – Police Department Gun Range construction matter.

No Action

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.

No Action

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.

No Action

D. 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 8:18 p.m.

APPROVED:

Joe McCourry, Mayor
City of The Colony

ATTEST:

Tina Stewart, TRMC
Interim City Secretary

**MINUTES OF COUNCIL SPECIAL SESSION
HELD ON
JULY 25, 2016**

The Special Session of the City Council of the City of The Colony, Texas, was called to order at 6:31 p.m. on the 25th 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	Absent (Personal)
Richard Boyer	Councilmember	Present
Brian Wade	Councilmember	Present
David Terre	Councilmember	Present
Perry Schrag	Councilmember	Absent (Personal)
Joel Marks	Councilmember	Absent (Personal)

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

- 1. Call to Order – 6:31 p.m.**
- 2. Executive Session**
 - a. Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation – Appeal of Brazos Electric Power Cooperative, Inc. 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.**
 - b. 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

And with no further business to discuss the meeting was adjourned at 7:06 p.m.

APPROVED:

Joe McCourry, Mayor

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.

City of The Colony

ATTEST:

Tina Stewart, TRMC
Interim City Secretary

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Consider approving Council Expenditures for the month of June 2016 (Council)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Council Expenditures June 2016

Memo

To: Members of the City Council
From: Tina Stewart, Interim City Secretary
Date: July 22, 2016
Re: Council Expenditures for approval

Pursuant to your policy, below are charges from the month of June 2016 for your review and approval. Report is attached.

Personnel Services	3190.22
Mayor- data plan for IPad	30.53
Food for council meetings	194.89
Carlisle's Engraving-plaque for Pastor Bradford	64.90
SPAN-charges for May	8693.36
Total	\$12,173.90

FINANCIAL STATEMENT

AS OF: JUNE 30TH, 2016

100-GENERAL FUND
 623 - CITY COUNCIL
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
61-PERSONNEL SERVICES							
623-6112 SALARIES, PART-TIME	8,400.00	2,100.00	0.00	6,300.00	0.00	2,100.00	25.00
623-6115 SOCIAL SECURITY TAXES	672.00	160.65	0.00	481.95	0.00	190.05	28.28
623-6118 UNIFORMS	200.00	0.00	0.00	0.00	0.00	200.00	100.00
623-6125 EDUCATION & TRAINING	500.00	0.00	0.00	0.00	0.00	500.00	100.00
623-6126 TRAVEL EXPENSE	2,400.00	659.57 ✓	0.00	1,977.11	0.00	422.89	17.62
623-6127 DUES & MEMBERSHIPS	0.00	270.00 ✓	0.00	320.00	0.00	320.00	0.00
TOTAL 61-PERSONNEL SERVICES	12,172.00	3,190.22	0.00	9,079.06	0.00	3,092.94	25.41
62-CONTRACTUAL SERVICES							
623-6235 PRINTING SERVICES	100.00	0.00	0.00	12.58	0.00	87.42	87.42
623-6244 TELEPHONE SERVICE	2,000.00	30.53 ✓	0.00	1,198.05	0.00	801.95	40.10
TOTAL 62-CONTRACTUAL SERVICES	2,100.00	30.53	0.00	1,210.63	0.00	889.37	42.35
63-SUPPLIES							
623-6390 MISCELLANEOUS SUPPLIES	3,800.00	259.79 ✓	0.00	3,218.08	0.00	581.92	15.31
TOTAL 63-SUPPLIES	3,800.00	259.79	0.00	3,218.08	0.00	581.92	15.31
64-MAINTENANCE							
66-CAPITAL OUTLAY							
67-OVERHEAD ALLOCATION							
68-SUNDRY CHARGES							
623-6845 GENERAL GOVERNMENT	124,377.00	8,693.36 ✓	0.00	89,937.78	0.00	34,439.22	27.69
TOTAL 68-SUNDRY CHARGES	124,377.00	8,693.36	0.00	89,937.78	0.00	34,439.22	27.69
TOTAL 623 - CITY COUNCIL	142,449.00	12,173.90	0.00	103,445.55	0.00	39,003.45	27.38

FUND : 100-GENERAL FUND

ACTIVE ACCOUNTS ONLY

PERIOD TO USE: Jun-2016 THRU Jun-2016

DEPT : 23 CITY COUNCIL

SUPPRESS ZEROS

ACCOUNTS: 600-6000-0000 THRU 699-6999-9999

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/PO/JE # NOTE =====AMOUNT===== BALANCE=====

623-6112 SALARIES, PART-TIME
B E G I N N I N G B A L A N C E 4,200.00

6/13/16 6/15 P03206 PYEXP 00740 P/E 6-13 2,100.00 6,300.00
===== JUNE ACTIVITY DB: 2,100.00 CR: 0.00 2,100.00

623-6115 SOCIAL SECURITY TAXES
B E G I N N I N G B A L A N C E 321.30

6/17/16 6/15 A27262 CHK: 000000 10004 FICA DEDUCTIONS PAYABLE 161 130.20 451.50
JPMORGAN CHASE BANK NA INV# T3 PY61316 /PO#
6/17/16 6/15 A27262 CHK: 000000 10004 MEDICARE DEDUCTIONS PAYA 161 30.45 481.95
JPMORGAN CHASE BANK NA INV# T4 PY61316 /PO#
===== JUNE ACTIVITY DB: 160.65 CR: 0.00 160.65

623-6126 TRAVEL EXPENSE
B E G I N N I N G B A L A N C E 1,317.54

6/30/16 7/14 B68390 Misc 000000 09366 TAXI CAB SERVICE LAS VEGAS JE# 053984 98.45 ✓ 1,415.99
6/30/16 7/14 B68390 Misc 000000 09366 PH LODGING LAS VEGAS JE# 053984 561.12 ✓ 1,977.11
===== JUNE ACTIVITY DB: 659.57 CR: 0.00 659.57

623-6127 DUES & MEMBERSHIPS
B E G I N N I N G B A L A N C E 50.00

6/17/16 6/23 A27703 CHK: 146037 10020 ICSC 104510 270.00 ✓ 320.00
ICSC INV# 201606238466 /PO#
===== JUNE ACTIVITY DB: 270.00 CR: 0.00 270.00

623-6244 TELEPHONE SERVICE
B E G I N N I N G B A L A N C E 1,167.52

6/30/16 7/14 B68390 Misc 000000 09366 AT&T DATA PLAN FOR IPAD JE# 053984 30.53 ✓ 1,198.05
===== JUNE ACTIVITY DB: 30.53 CR: 0.00 30.53

623-6390 MISCELLANEOUS SUPPLIES
B E G I N N I N G B A L A N C E 2,958.29

FUND : 100-GENERAL FUND

ACTIVE ACCOUNTS ONLY

PERIOD TO USE: Jun-2016 THRU Jun-2016

DEPT : 23 CITY COUNCIL

SUPPRESS ZEROS

ACCOUNTS: 600-6000-0000 THRU 699-6999-9999

POST	DATE	TRAN #	REFERENCE	PACKET=====	DESCRIPTION=====	VEND	INV/PO/JE #	NOTE	=====AMOUNT=====	=====BALANCE=====
6/06/16	6/30	A28051	CHK: 146237	10027	THE KROGER COMPANY	111250			43.10 ✓	3,001.39
					THE KROGER COMPANY		INV# 0516221979	/PO#		
6/18/16	6/30	A28060	CHK: 146543	10027	CARLISLE'S ENGRAVING INC	1180			64.90 ✓	3,066.29
					CARLISLE'S ENGRAVING INC		INV# 0616116	/PO#		
6/30/16	7/14	B68390	Misc 000000	09366	TONY'S PIZZA PASTA		JE# 053984		151.79 ✓	3,218.08
			=====	JUNE ACTIVITY	DB:	259.79	CR:	0.00	259.79	

623-6845

GENERAL GOVERNMENT

BEGINNING BALANCE

81,244.42

6/01/16	6/16	A27379	CHK: 146081	10007	SPAN	3251			8,693.36 ✓	89,937.78
					SPAN		INV# 828	/PO#		
			=====	JUNE ACTIVITY	DB:	8,693.36	CR:	0.00	8,693.36	



Vehicle: 3191
Driver ID: 5761
Name: RICHARD BAILEY

5/23/16 11:35 AM

Receipt N. 299
Start 5/23/16 11:05 AM
End 5/23/16 11:35 AM

Fare \$29.26
Voucher \$3.00

Subtotal \$32.26
Excise Tax \$0.97
Tip \$6.65

Total \$39.88

CREDIT CARD \$39.88

*****2490
Authoriz. N. 097685

*****DUPLICATE*****

Thanks for riding with
Yellow Cab



PID: 0 0F32E1DAB
CAB ID: 4797
DATE: 05/25/16
START TIME: 12:26
END TIME: 12:37
TRIP NUMBER: 2469
DISTANCE: 3.30
RATE: 1
FARE AMOUNT: \$14.77
CC FEE: \$0.00
TAX RECOVERY: \$0.53
TIP AMOUNT: \$3.66
TOTAL USD: \$21.96
MASTER C *** 2490
AUTHOR.: 070205
MID: 00720000199508
ENTRY METHOD:
SWIPE
REC/INV#: 2469

WWW.VERIFONETS.COM

THANK YOU!
THANK YOU!

YELLOW CAB

FARE AMOUNT: \$13.16
CC FEE: \$3.00
TAX RECOVERY: \$0.48
TIP AMOUNT: \$3.33
TOTAL USD: \$19.97
MASTER C *** 2490
AUTHOR.: 004889
MID: 00720000199490
ENTRY METHOD:
SWIPE
REC/INV#: 2300807

WWW.VERIFONETS.COM

THANK YOU!
THANK YOU!



PID: 0010F32D28-3
CAB ID: 652
DATE: 05/26/16
START TIME: 09:17
END TIME: 09:21
TRIP NUMBER: 33368
DISTANCE: 2.80
RATE: 1
FARE AMOUNT: \$13.16
CC FEE: \$3.00
TAX RECOVERY: \$0.48
TIP AMOUNT: \$0.00
TOTAL USD: \$16.64
MASTER C *** 2490
AUTHOR.: 063822
MID: 00720000199490
ENTRY METHOD:
SWIPE
REC/INV#: 33368

WWW.VERIFONETS.COM

THANK YOU!
THANK YOU!

ACE CAB

Ph Resort And Casino
 3667 Las Vegas Blvd. So.
 Las Vegas NV, 89109
 877/333-9474

23-6126

05/26/2016
 10:03 AM
 CI: MOLIVEROS
 CO: LOCHOA2

JOE MCCOURRY

Wing/Room RR 944

6800 MAIN STREET
 CITY OF THE COLONY
 THE COLONY TX75056
 AM

No Party 1
 Fol ID 425100221767
 Page 1 05/26/2016 09:06

Arrival 05/21/2016
 Departure 05/26/2016
 Bill code RFG29
 Group DMICS6

DATE	REFERENCE	DESCRIPTION	\$ CHARGES	CREDITS	\$ BALANCE
05/21/2016	425100261775	RESORT FEE	32.48		32.48
		RESORT FEE			
05/21/2016	425109000430	ROOM CHARGE RR 944	219.00		
		TAX2	26.28		277.76
05/21/2016	425100221768	APPLIED DEPOSIT		245.28	32.48
		*****9927			
05/22/2016	425110356391	RESORT FEE	32.48		64.96
		RESORT FEE			
05/22/2016	425119000454	ROOM CHARGE RR 944	89.00		
		TAX2	10.68		164.64
05/23/2016	425120536347	RESORT FEE	32.48		197.12
		RESORT FEE			
05/23/2016	425129000457	ROOM CHARGE RR 944	89.00		
		TAX2	10.68		296.80
05/24/2016	425130714779	RESORT FEE	32.48		329.28
		RESORT FEE			
05/24/2016	425139000427	ROOM CHARGE RR 944	89.00		
		TAX2	10.68		428.96

05/25/2016	425140893416	RESORT FEE	32.48	461.44
		RESORT FEE		
05/25/2016	425149000424	ROOM CHARGE RR 944	89.00	
		TAX2	10.68	561.12
05/26/2016	425150929480	FRONT DESK MASTERCARD		561.12
		*****2490		
		SUMMARY OF CHARGES		
		ROOM	737.40	
		TAX2	69.00	
		Balance Due		.00

This e-mail is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited.

Enjoy play-for-fun video slots, blackjack and roulette anytime from the comfort of your own home! Play Caesars Casino on Facebook and earn Reward Credits® for purchases of virtual coins in the game. Check it out at www.caesarspromo.com/hotel

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

ACCOUNT NUMBER 5567-0800-1007-2490
STATEMENT DATE 07-05-16
NET CHARGES \$86.44




JOSEPH M MCCOURRY **N0003334
M0611 COTC COUNCIL
6800 MAIN STREET
THE COLONY TX 75056-1133

FOR RECONCILIATION PURPOSES ONLY. DO NOT SEND PAYMENT.

NAME: JOSEPH M MCCOURRY

CYCLE LIMIT: \$3,000

ACCOUNTING CODE:

CARDHOLDER ACTIVITY				
Telecommunication Activity				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-22	06-21	55480776173002163306785	AT&T DATA 08003310500 GA 23-6244	30.53
Total Miscellaneous Activity				30.53
Fleet Activity				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-16	06-14	55240376167207788504502	HARD 8 BBQ THE COLONY TX	55.91
Total Fleet Activity				55.91

FOR CUSTOMER SERVICE CALL: 1-800-316-6056 FOR LOST/STOLEN CARDS CALL: 1-800-316-6056 FOR TTY/TDD SERVICE CALL: 1-800-955-8060	ACCOUNT NUMBER	ACCOUNT SUMMARY
	5567-0800-1007-2490	PURCHASES & OTHER CHARGES 86.44
	STATEMENT DATE:	CASH ADVANCES .00
	07/05/16	CREDITS .00
SEND BILLING INQUIRIES TO: JPMORGAN CHASE BANK NA COMMERCIAL CARD SOLUTIONS P.O. BOX 2015 MAIL SUITE IL1-6225 ELGIN, IL 60121		CASH ADVANCE FEE .00
		NET CHARGES \$86.44
		DISPUTE AMOUNT .00

23-6390

23-6390

Tony's Pizza & Pasta
5333 Hwy 121
The Colony, TX
469-362-1913



Great food.
Low prices.

*** DELIVERY ***

ORDER NUMBER: 029
SERVER: maggie
PRINTED BY: Sydney
5/17/2016 1:48:14 PM

6800
Main
ST

6805 N. MAIN
972-370-0889
Your cashier was Madison

5	Lasagna	\$44.75
5	Baked Ziti	\$44.75
5	Meat Ravioli	\$44.75
1	Tossed Salad House	\$2.75
	SALAT FOR 30 P	\$35.00
	10% Church Discount	-\$17.20
	10% Church Discount	-\$17.20
SUBTOTAL:		\$172.00
	TAX:	\$14.19
	DISCOUNT:	-\$34.40
	DELIVERY FEE:	\$0.00
	TOTAL:	\$151.79
	PAYMENT CC:	\$151.79
	CHANGE:	\$0.00

SC	PHLLY CREAM CHEESE<+	2.49 F
	KROGER SAVINGS	0.10
	PLBRY CRESCENTS	2.19 F
	PLBRY CRESCENTS	2.19 F
	PLBRY CRESCENTS	2.19 F
	1 @ 2/8.00	
	HRSY MINIS	PC 3.50 B
SC	KROGER SAVINGS	0.50
	1 @ 2/8.00	
	YORK PPRMINT MINIPC	3.50 B
SC	KROGER SAVINGS	0.50
	LFSVR MINTS	2.99 B
	KROGER PLUS CUSTOMER	*****3905
	PHLLY CREAM CHEESE<+	2.49 F
SC	KROGER SAVINGS	0.10
	PHLLY CREAM CHEESE<+	2.49 F
SC	KROGER SAVINGS	0.10
	PHLLY CREAM CHEESE<+	2.49 F
SC	KROGER SAVINGS	0.10
	1 @ 2/8.00	
	HRSY MINIS	PC 3.50 B
SC	KROGER SAVINGS	0.50
	WELCH GRAPE JUICE	3.69 F
	CHNT PLATES	PC 5.99 T
SC	KROGER SAVINGS	1.00
	IMPR SUGAR	1.79 F
	TAX	1.61
	**** BALANCE	43.10

TX 75056
PRVT LABEL Purchase
*****6003 - SWIPEU
REF#: 049009 TOTAL: 43.10

PRVT LABEL 43.10
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 14

KROGER SAVINGS \$ 2.90
TOTAL COUPONS \$ 2.90
TOTAL SAVINGS (6 %) \$ 2.90

06/06/16 05:11pm 879 9 124 304
JUNE FUEL POINTS
REDEEM 100PTS TO SAVE .10 PER GAL.
ON ONE PURCHASE OF UP TO 35 GAL.
SAVE UP TO \$1 PER GAL AT KROGER OR
.10 PER GAL AT SHELL ON 1 FILL-UP.

FUEL POINTS THIS ORDER = 41
FUEL POINTS THIS MONTH = 301

THIS MONTHS POINTS EXPIRE 07/31/16.
VISIT WWW.KROGER.COM/FUEL FOR DETAILS

With Our Low Prices, You Saved

\$2.90

Annual Card Savings \$45.74
PARTICIPATING ITEMS <+ = 4
Now Hiring - Apply Today!
jobs.kroger.com
www.kroger.com

Thank You!

000041780

CITY OF THE COLONY

PAYMENT AUTHORIZATION

PAY TO: Carlisle's Engraving FUND: General Gov
325 East Main Street
Lewisville, TX 75056

ACCOUNT NUMBER	AMOUNT
100-623-6335	64.9

JUSTIFICATION: Apperciation Plaque for
Rev. Brian Bradford

RECEIVED
JUN 29 2016
FINANCE DEPARTMENT

6/29/16
DATE

TOTAL \$ 64.90

Manager/Supervisor
Ana Stewart

Department Head

Purchasing Agent

NOTE: \$0.01 - \$2,999 Department Manager Approval
\$3,000 - \$49,999 Department Manager and Director Approval
\$50,000 and over Purchasing Agent with proper approval
(i.e. City Council, Interlocal Agmt., etc.)

The invoice must be signed by the Department Director and attached to the Payment Authorization

Carlisle's Engraving Co.
 325 East Main Street
 Lewisville, TX 75057

Invoice

Date	Invoice #
6/18/2016	0616116

Bill To
CITY OF THE COLONY 6800 MAIN ST. THE COLONY, TX 75056

Ship To
JOE PERZE / MARIKO 972-624-3152 / 972-624-3192

P.O. Number	Terms	Via	Project
	Net 30	CALL	

Quantity	Item Code	Description	Price Each	Amount
1	P810	PLAQUE 8 X 10 "TO REV BRIAN BRADFORD - - -"	64.90	64.90

Phone #	E-mail	Fax #
972.436.7219	acct@carlisesengraving.com	972.436.7370

Web Site	www.carlisesengraving.com
----------	---------------------------

Sales Tax (0.0%)	\$0.00
Total	\$64.90
Payments/Credits	\$0.00
Balance Due	\$64.90

CALLER
 6/20/16

CITY OF THE COLONY

PAYMENT AUTHORIZATION

PAY TO: SPAN INC. FUND: General Gov.
1800 MALONE ST.
DENTON, TX 76201

ACCOUNT NUMBER	AMOUNT
100-623-6845	\$8,693.36

JUSTIFICATION:

Trips to The Colony Senior Center
Trips for demand response in The Colony

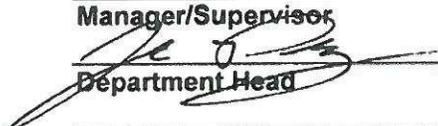
152

524

6/15/16
DATE

TOTAL \$8,693.36

Manager/Supervisor



Department Head

Purchasing Agent

NOTE: \$0.01 - \$2,999 Department Manager Approval
\$3,000 - \$49,999 Department Manager and Director Approval
\$50,000 and over Purchasing Agent with proper approval
(I.e. City Council, Interlocal Agmt., etc.)

The invoice must be signed by the Department Director and attached to the Payment Authorization

SPAN, INC.
 1800 Malone St.
 Denton TX 76201

INVOICE	INV000828
Type	
Date	5/31/2016
Page	1

Bill to:

City of The Colony
 5151 N. Colony Blvd.
 The Colony TX 75056

Ship to:

City of The Colony
 5151 N. Colony Blvd.
 The Colony TX 75056

		Customer ID			Payment Terms ID
		COLONY	GROUND		Net 30
Quantity	Description	UNITS		Unit Price	Ext. Price
152	Trips to the Senior Center in May 2016	Each	\$0.00	\$12.86	\$1,954.72
524	Trips for Demand Response in May 2016	Each	\$0.00	\$12.86	\$6,738.64

Subtotal	\$8,693.36
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$8,693.36

Client #	Funding	Street #	Street Name	Unit #	Residence	Destination	Street #	Street Name	Trip Count	Client Count
1464	COUNTY	5900	LONGO ST		THE COLONY	LEWISVILLE	103	KATHRYN DR	11	0
1464	COUNTY	5900	LONGO ST		THE COLONY	THE COLONY	5900	LONGO ST	12	0
1464	COUNTY	5900	LONGO ST		THE COLONY	LEWISVILLE	2070	S STEMMONS FWY	1	1
1751	COUNTY	4508	LAKECREST DR		THE COLONY	THE COLONY	4508	LAKECREST DR	4	0
1751	COUNTY	4508	LAKECREST DR		THE COLONY	THE COLONY	4508	LAKECREST DR	6	0
1751	COUNTY	4508	LAKECREST DR		THE COLONY	LEWISVILLE	2680	DENTON TAP	4	0
1751	COUNTY	4508	LAKECREST DR		THE COLONY	LEWISVILLE	2680	DENTON TAP	6	1
11594	COUNTY	5124	STRICKLAND		THE COLONY	THE COLONY	5124	STRICKLAND	20	0
11594	COUNTY	5124	STRICKLAND		THE COLONY	CARROLLTON	1467	LEMAY ST	21	1
11671	COUNTY	4936	HACKNEY LN		THE COLONY	THE COLONY	4936	HACKNEY LN	17	0
11671	COUNTY	4936	HACKNEY LN		THE COLONY	THE COLONY	4691	ST HWY 121	17	1
12475	COUNTY	6046	MC AFEE DR		THE COLONY	THE COLONY	6046	MC AFEE DR	2	0
12475	COUNTY	6046	MC AFEE DR		THE COLONY	LEWISVILLE	500	N VALLEY PKWY	1	1
13632	COUNTY	5613	GREEN HOLLOW LN		THE COLONY	LEWISVILLE	103	KATHRYN DR	5	0
13632	COUNTY	5613	GREEN HOLLOW LN		THE COLONY	LEWISVILLE	2070	S STEMMONS FWY	1	0
13632	COUNTY	5613	GREEN HOLLOW LN		THE COLONY	LEWISVILLE	328	W MAIN ST	6	1
14063	COUNTY	4605	W LAKE HIGHLANDS RD		THE COLONY	THE COLONY	4605	W LAKE HIGHLANDS RD	2	0
14063	COUNTY	4605	W LAKE HIGHLANDS RD		THE COLONY	LEWISVILLE	1511	JUSTIN RD	8	0
14063	COUNTY	4605	W LAKE HIGHLANDS RD		THE COLONY	LEWISVILLE	1960	ARCHER AVE	1	0
14063	COUNTY	4605	W LAKE HIGHLANDS RD		THE COLONY	THE COLONY	4605	W LAKE HIGHLANDS RD	8	0
14063	COUNTY	4605	W LAKE HIGHLANDS RD		THE COLONY	LEWISVILLE	1511	JUSTIN RD	1	1
14350	COUNTY	4601	CARR ST		THE COLONY	THE COLONY	4601	CARR ST	9	1
16213	COUNTY	5552	ROCK CANYON		THE COLONY	THE COLONY	5552	ROCK CANYON	2	0
16213	COUNTY	5552	ROCK CANYON		THE COLONY	THE COLONY	5552	ROCK CANYON	1	0
16213	COUNTY	5552	ROCK CANYON		THE COLONY	CARROLLTON	4352	N JOSEY LN	1	0
16213	COUNTY	5552	ROCK CANYON		THE COLONY	THE COLONY	4691	ST HWY 121	1	0
16213	COUNTY	5552	ROCK CANYON		THE COLONY	THE COLONY	4815	STATE HIGHWAY 121	1	0
16213	COUNTY	5552	ROCK CANYON		THE COLONY	THE COLONY	4400	MAIN ST	1	1
17801	COUNTY	5548	ROCKWOOD DR		THE COLONY	LEWISVILLE	2070	S STEMMONS FWY	1	0
17801	COUNTY	5548	ROCKWOOD DR		THE COLONY	THE COLONY	5548	ROCKWOOD DR	12	0
17801	COUNTY	5548	ROCKWOOD DR		THE COLONY	LEWISVILLE	103	KATHRYN DR	11	1
19384	COUNTY	5229	KNOX DR		THE COLONY	LEWISVILLE	1511	FM-407	1	0
19384	COUNTY	5229	KNOX DR		THE COLONY	THE COLONY	5229	KNOX DR	21	0
19384	COUNTY	5229	KNOX DR		THE COLONY	LEWISVILLE	1511	JUSTIN RD	19	1
19541	COUNTY	6245	MORNING STAR DR	337	THE COLONY	THE COLONY	6245	MORNING STAR DR	1	0
19541	COUNTY	6245	MORNING STAR DR	337	THE COLONY	CARROLLTON	1948	E HEBRON PKWY	1	1
20022	COUNTY	3916	OAKMONT		THE COLONY	THE COLONY	4675	ST HWY 121	11	1
20467	COUNTY	5001	N COLONY BLVD		THE COLONY	LEWISVILLE	1511	FM-407	1	0
20467	COUNTY	5001	N COLONY BLVD		THE COLONY	THE COLONY	5001	N COLONY BLVD	21	0
20467	COUNTY	5001	N COLONY BLVD		THE COLONY	LEWISVILLE	1511	JUSTIN RD	20	1
20966	COUNTY	5220	COLE DR		THE COLONY	LEWISVILLE	952	LAKESIDE CIR	2	0
20966	COUNTY	5220	COLE DR		THE COLONY	THE COLONY	5220	COLE DR	1	1
21088	COUNTY	6245	MORNING STAR DR	419	THE COLONY	CARROLLTON	1100	RAIFORD RD	1	0
21088	COUNTY	6245	MORNING STAR DR	419	THE COLONY	THE COLONY	6245	MORNING STAR DR	1	1
21271	COUNTY	6245	MORNING STAR DR	410	THE COLONY	THE COLONY	6245	MORNING STAR DR	1	0
21271	COUNTY	6245	MORNING STAR DR	410	THE COLONY	ALLEN	1105	CENTRAL EXPY N	1	1
21275	COUNTY	6004	MAYES DR		THE COLONY	THE COLONY	6004	MAYES DR	3	0
21275	COUNTY	6004	MAYES DR		THE COLONY	THE COLONY	6004	MAYES DR	9	0
21275	COUNTY	6004	MAYES DR		THE COLONY	THE COLONY	6004	MAYES DR	9	0
21275	COUNTY	6004	MAYES DR		THE COLONY	THE COLONY	3805	MAIN ST	3	0
21275	COUNTY	6004	MAYES DR		THE COLONY	THE COLONY	6004	MAYES DR	3	0
21275	COUNTY	6004	MAYES DR		THE COLONY	THE COLONY	6004	MAYES DR	1	1
22622	COUNTY	5105	ALPHA RD		THE COLONY	THE COLONY	5105	ALPHA RD	3	1
23553	COUNTY	5216	HAWSE DR		THE COLONY	LEWISVILLE	2680	DENTON TAP	8	0
23553	COUNTY	5216	HAWSE DR		THE COLONY	THE COLONY	5216	HAWSE DR	8	1
23960	COUNTY	6440	WEXLEY LN		THE COLONY	FLOWER MOUND	6101	MORRISS RD	1	0
23960	COUNTY	6440	WEXLEY LN		THE COLONY	LEWISVILLE	1511	JUSTIN RD	1	0
23960	COUNTY	6440	WEXLEY LN		THE COLONY	FLOWER MOUND	6101	MORRISS RD	7	0
23960	COUNTY	6440	WEXLEY LN		THE COLONY	THE COLONY	6440	WEXLEY LN	7	1
24153	COUNTY	6245	MORNING STAR DR	210	THE COLONY	THE COLONY	6245	MORNING STAR DR	1	0
24153	COUNTY	6245	MORNING STAR DR	210	THE COLONY	PLANO	6300	W PARKER RD	1	1
26205	COUNTY	4913	WAGNER DR		THE COLONY	CARROLLTON	4333	N JOSEY LN	1	0
26205	COUNTY	4913	WAGNER DR		THE COLONY	THE COLONY	4913	WAGNER DR	2	1
26596	COUNTY	5333	YOUNG DR		THE COLONY	THE COLONY	5333	YOUNG DR	2	0
26596	COUNTY	5333	YOUNG DR		THE COLONY	THE COLONY	4691	ST HWY 121	2	1
26688	COUNTY	5000	WALKER DR		THE COLONY	THE COLONY	5000	WALKER DR	3	0
26688	COUNTY	5000	WALKER DR		THE COLONY	LEWISVILLE	4620	STATE HWY 12 1	1	0
26688	COUNTY	5000	WALKER DR		THE COLONY	THE COLONY	6700	MAIN ST	1	0
26688	COUNTY	5000	WALKER DR		THE COLONY	THE COLONY	6700	MAIN ST	1	0
26688	COUNTY	5000	WALKER DR		THE COLONY	THE COLONY	4691	ST HWY 121	1	1
26693	COUNTY	6245	MORNING STAR DR	213	THE COLONY	THE COLONY	6245	MORNING STAR DR	1	1

26780	COUNTY	4526	NERVIN ST		THE COLONY	THE COLONY	4526	NERVIN ST	6	1
27010	COUNTY	6245	MORNING STAR DR	310	THE COLONY	THE COLONY	6245	MORNING STAR DR	3	0
27010	COUNTY	6245	MORNING STAR DR	310	THE COLONY	THE COLONY	6245	MORNING STAR DR	12	0
27010	COUNTY	6245	MORNING STAR DR	310	THE COLONY	CARROLLTON	3730	N JOSEY LN	1	0
27010	COUNTY	6245	MORNING STAR DR	310	THE COLONY	CARROLLTON	4333	N JOSEY LN	1	0
27010	COUNTY	6245	MORNING STAR DR	310	THE COLONY	LEWISVILLE	2700	VILLAGE PKY	12	0
27010	COUNTY	6245	MORNING STAR DR	310	THE COLONY	CARROLLTON	4343	N JOSEY LN	1	1
27044	COUNTY	6245	MORNING STAR DR	441	THE COLONY	THE COLONY	6245	MORNING STAR DR	1	0
27044	COUNTY	6245	MORNING STAR DR	441	THE COLONY	THE COLONY	6600	PAIGE RD	1	1
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	4897	ST HWY 121	4	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	5301	SAGERS BLVD	6	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	4897	ST HWY 121	2	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	4897	STATE HWY 121	2	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	5201	S COLONY BLVD	6	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	4703	STATE HWY 121	4	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	5201	S COLONY BLVD	1	0
27078	COUNTY	5301	SAGERS BLVD		THE COLONY	THE COLONY	5301	SAGERS BLVD	6	1
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	PLANO	6200	W PARKER RD	1	0
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	LEWISVILLE	2418	S STEMMONS PKWY	1	0
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	THE COLONY	6245	MORNINGSTAR DR	2	0
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	THE COLONY	6245	MORNINGSTAR DR	1	0
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	THE COLONY	6245	MORNINGSTAR DR	1	0
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	LEWISVILLE	4620	STATE HWY 121	1	0
27213	COUNTY	6245	MORNINGSTAR DR	418	THE COLONY	THE COLONY	5000	MAIN ST	1	1
27433	COUNTY	5289	STATE HWY 121	1097	THE COLONY	THE COLONY	6600	PAIGE RD	1	0
27433	COUNTY	5289	STATE HWY 121	1097	THE COLONY	THE COLONY	5289	STATE HWY 121	1	1
27443	COUNTY	5616	PERRIN ST		THE COLONY	THE COLONY	6805	F-M RD 423	5	0
27443	COUNTY	5616	PERRIN ST		THE COLONY	Carrollton	4325	N Josey Ln	1	1
27502	COUNTY	6109	APACHE DR		THE COLONY	LEWISVILLE	420	OAK BEND DR	1	1
27508	COUNTY	5724	BAKER DR		THE COLONY	THE COLONY	5724	BAKER DR	19	1
27688	COUNTY	5108	BRANDENBURG LN		THE COLONY	LEWISVILLE	995	E VALLEY RIDGE BLVD	2	0
27688	COUNTY	5108	BRANDENBURG LN		THE COLONY	THE COLONY	5108	BRANDENBURG LN	2	0
27688	COUNTY	5108	BRANDENBURG LN		THE COLONY	LEWISVILLE	995	E VALLEY RIDGE BLVD	3	0
27688	COUNTY	5108	BRANDENBURG LN		THE COLONY	THE COLONY	5108	BRANDENBURG LN	3	1
27944	COUNTY	7045	NORTHPOINTE DR		THE COLONY	THE COLONY	7045	NORTHPOINTE DR	11	0
27944	COUNTY	7045	NORTHPOINTE DR		THE COLONY	CARROLLTON	4240	INTERNATIONAL PKWY	12	1
28011	COUNTY	5084	AZTEC DR		THE COLONY	FLOWER MOUND	6101	MORRIS RD	5	0
28011	COUNTY	5084	AZTEC DR		THE COLONY	THE COLONY	5084	AZTEC DR	5	1
28028	COUNTY	7017	SAMPLE DR		THE COLONY	DENTON	508	KINGFISHER CT	1	1
28077	COUNTY	4412	NERVIN ST		THE COLONY	THE COLONY	4412	NERVIN ST	1	1
									524	40

Client #	Funding	Street #	Street Name	Unit #	Residence	Destination	Street #	Street Name	Trip Count	Client Count
25620	TCS	5548	ADAMS DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	9	0
25620	TCS	5548	ADAMS DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	9	0
25620	TCS	5548	ADAMS DR		THE COLONY	THE COLONY	5548	ADAMS DR	9	0
25620	TCS	5548	ADAMS DR		THE COLONY	THE COLONY	5548	ADAMS DR	9	1
25728	TCS	5020	BRANDENBURG LN		THE COLONY	THE COLONY	5151	N COLONY BLVD	3	0
25728	TCS	5020	BRANDENBURG LN		THE COLONY	THE COLONY	5020	BRANDENBURG LN	3	0
25728	TCS	5020	BRANDENBURG LN		THE COLONY	THE COLONY	5151	N COLONY BLVD	1	1
26067	TCS	4320	CAPE COD DR		THE COLONY	THE COLONY	4320	CAPE COD DR	9	0
26067	TCS	4320	CAPE COD DR		THE COLONY	THE COLONY	4320	CAPE COD DR	2	0
26067	TCS	4320	CAPE COD DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	1	0
26067	TCS	4320	CAPE COD DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	10	1
26158	TCS	5768	CRESTWOOD LN		THE COLONY	THE COLONY	5151	N COLONY BLVD	14	0
26158	TCS	5768	CRESTWOOD LN		THE COLONY	THE COLONY	5768	CRESTWOOD LN	14	1
26188	TCS	5537	MOUNTAIN VALLEY DR		THE COLONY	THE COLONY	5537	MOUNTAIN VALLEY DR	15	1
27250	TCS	5065	AZTEC DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	4	0
27250	TCS	5065	AZTEC DR		THE COLONY	THE COLONY	5065	AZTEC DR	7	0
27250	TCS	5065	AZTEC DR		THE COLONY	THE COLONY	5065	AZTEC DR	4	0
27250	TCS	5065	AZTEC DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	6	1
27609	TCS	7005	DAVIDSON ST	11	THE COLONY	THE COLONY	5151	N COLONY BLVD	3	0
27609	TCS	7005	DAVIDSON ST	11	THE COLONY	THE COLONY	7005	DAVIDSON ST	7	1
27748	TCS	5048	THOMPSON DR		THE COLONY	THE COLONY	5048	THOMPSON DR	12	0
27748	TCS	5048	THOMPSON DR		THE COLONY	THE COLONY	5151	N COLONY BLVD	1	1
									152	8

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Consider approving a resolution casting the city's vote for nominee Jim Carter to serve as a member of the Board of Managers for the Denco Area 9-1-1 District (Council)

Background:

Purpose:

On March 15, 2016, the Denco Area 9-1-1 District requested participating municipalities to nominate a representative for potential appointment to the District's Board of Managers.

On April 5, 2016, Mayor McCourry presented the resolution to the council. The consensus of the council was to nominate Jim Carter to serve on the Denco Area 9-1-1 District Board of Managers.

Issues:

Alternatives:

Recommendations:

Attachments:

Supporting Documents
Resolution



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058
Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Jurisdictions
FROM: Mark Payne, Executive Director 
DATE: June 16, 2016
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 15, 2016, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2016 deadline:

Nominee
Jim Carter

Nominating Municipality

City of Carrollton
City of Corinth
City of Highland Village
City of Lake Dallas
City of Lewisville
City of Sanger
City of The Colony
Town of Argyle
Town of Bartonville
Town of Copper Canyon
Town of Double Oak
Town of Hickory Creek
Town of North Lake
Town of Shady Shores
Town of Trophy Club

Brandon Barth

Town of Flower Mound

Gary Johnson

City of Roanoke

Paul Young

City of Pilot Point

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2016. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or fax it to 972-353-6363. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

Council Resolution No. _____

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF _____, TEXAS:

Section 1

The City / Town of _____ hereby

VOTES TO APPOINT _____ as a member of the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the ____ day of _____, 2016.

Mayor _____

City / Town of _____

ATTEST:

APPROVED AS TO FORM:

City / Town Secretary

City / Town Attorney

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

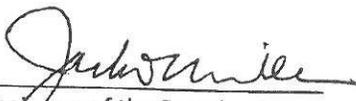
WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to March 15th of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15th of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15th of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16th of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15th. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 10th day of March 2016.


Chairman of the Board


Secretary of the Board

Denco Area 9-1-1 District Board of Managers FY2016

Jack Miller, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2016
- Former mayor and council member of Denton
- Self-employed as a human resource manager

Bill Lawrence, Vice Chair

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2017
- Former Mayor of Highland Village
- Businessman, Highland Village

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2017
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2016
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Sue Tejml

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2017
- Mayor, Town of Copper Canyon
- Attorney at Law

Rob McGee

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

JIM CARTER

6101 Long Prairie Road, Suite 744-110 (817) 239-7791
Flower Mound, Texas 75028 jcarter@halff.com

EDUCATION

College Degree: University of Georgia, B.B.A. Finance
Post Graduate: Georgia Tech, University of Tennessee, University of Michigan,
Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance General Motors Corporation
Senior Vice-President Frito-Lay, Inc., International and Domestic Development
President, C.E.O. Mercantile Corporation
Responsible for 3 Banks, developed 2,000 prime commercial
acres in Fort Worth adjacent to I-35W
Current: Principal James P. Carter & Associates – Consultant & Mediator
To business and governmental entities
Professional Licenses Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor Trophy Club, Texas – 14 years
Municipal Court Judge Trophy Club, Texas – 12 years
County Commissioner Denton County, Texas – 8 years
Vice President Texas Association of Counties
President Denton County Emergency Services District #1
Fire and Emergency Medical over 56 square miles
Serving 5 municipalities: (Argyle, Bartonville, Copper
Canyon, Corral City and Northlake);
Lantana Freshwater Supply Districts #6 and #7
and rural areas of Denton County
Texas State Board Member SAFE-D – Trains Emergency Services District Commissioners
Board Member Denco 911 Emergency telecommunications system that assists its
member jurisdictions in responding to police, fire and
medical emergency calls.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee
American Heart Association	Board of Directors, Celebrity Waiter

BUSINESS ORGANIZATIONS

North Texas Council of Governments	Transportation Board
Fort Worth Chamber of Commerce	Chairman, North Area Chamber Annual Golf Tournament Economic Development Council Governmental Affairs Committee
Texas Alliance for Growth Greater Fort Worth Area	Legislative Committee
Northeast Leadership Forum	Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee
Metroport Partnership	Founding Member and Chairman
Northwest Community Partners	Founding Member, Chairman Board of Directors
Industrial Developer Association	Developer Representative

Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business

Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
 - Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
 - Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
 - Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
 - Provided fire safety demonstrations and classes to children in the local school system.
 - Wrote detailed incident reports based on the National Fire Incident Reporting System format.
 - Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
 - Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

Gary D. Johnson

609 Dallas Drive

Roanoke, Texas 76262

Cell 817-832-5469

E-mail: gjohnson@roanokepolice.com

Executive Profile

A professional public safety administrator with more than 26 years of senior management experience in a modern public safety agency. Known as an innovative leader with a special talent for problem solving, and providing outstanding service to citizens and employees. Areas of strength include:

Strategic Planning

Policy Development

Operations Management

Written & Verbal Communications

Implementing Change

Budget Development & Control

Citizen & Business Relations

Training & Staff Development

Professional Experience

City of Roanoke

Assistant City Manager/Chief of Police (2015 – Present)

An executive management position responsible for seventy-one full time personnel and all public safety operations. Oversee the creation and administration of five departmental budgets exceeding 9 million dollars, and provide leadership and guidance to five high level managers. Project manager for a new digital P25 public safety radio system including all new equipment in the 911 call center.

City of Roanoke Police Department

Chief of Police (2003 – Present)

An executive management position responsible for thirty-nine full time personnel and all Police operations. Responsible for policy development and implementation within an ever changing judicial and legislative environment. Responsible for the creation and administration of an annual budget of 5 million dollars, and the allocation of all assigned resources.

Key Contributions

- Reorganized personnel and schedules that resulted in a significant increase in overall productivity.
- Created a positive and collaborative environment with internal and external stakeholders to identify problems and improve relationships.
- Initiated a two part National Night Out event that resulted in a national award.
- Created a Citizens Police Academy and Citizens on Patrol organization.

- Implemented Texas Police Chiefs Best Practices program by directing the complete re-write of policies and procedures, and meeting 165 strict standards that allowed the department to become “Recognized Agency” after passing a two day inspection by outside assessors.
- Using a regional approach help to create a multi-agency Swat Team that dramatically reduced the cost of this specialized service.

City of Watauga, Department of Public Safety

Deputy Director of Public Safety (1989 – 2003)

A senior management position responsible for a staff of fifty-two full time personnel and all public safety operations. Areas of responsibility include: police patrol and traffic enforcement, fire suppression, criminal investigations, community services, departmental records, training, fire inspections, 9-1-1 communications, animal control, contract administration, public information, professional standards, and policy development. The Deputy Director is also responsible for the creation and administration of the annual General Fund and Crime Control District budgets that exceed 3.5 million dollars.

Key Contributions

- Implemented scenario based policy training that significantly increased understanding and compliance with new policies.
- Developed and implemented a new departmental salary structure within budget constraints, thereby greatly reducing employee turnover.
- Created a survey card system that gathers citizen input and evaluates performance of all services rendered.
- Authored bid specifications, evaluated proposals, recommended final purchase, and supervised the training and installation of a public safety software and radio communications system.
- Developed a plan and budget proposal for the continuation of a Crime Control District. Worked closely with City Council to organize and schedule presentations made to several key citizen groups that resulted in the continuation of a one-half cent sales tax to fund the Crime Control District.
- Conducted an in-depth analytical analysis of the City’s contract ambulance service and options for change. Successfully implemented a City operated ambulance service within a mandated ninety-day time frame.

Patrol Captain, Police and Fire Services (1988-1989)

A command level position directly responsible for the day-to-day operations and delivery of first line police, fire, and emergency medical services to the community. Maintained staffing levels to ensure adequate personnel resources on a twenty-four hour a day basis. Responsible for the training and operation of the department’s Special Weapons and Tactics team and Reserve Police Officer’s Program.

Key Contributions

- Created a career development program for commissioned personnel.
- Initiated a new process for the testing and evaluation of candidates for the position of public safety officer.

- Developed and instituted a system that accommodated the needed shift rotation while allowing patrol personnel to attend college classes.

Patrol Sergeant, Police and Fire Services (1984-1988)

A first line supervisor position responsible for the activities of four public safety officers while directly delivering police, fire, and emergency medical services to the community. Served as the department's training officer.

Key Contributions

- Authored a grant application that resulted in the award of a five-year grant for a crime prevention officer, a new van, and related equipment.
- Co-leader of a dual city murder investigation that led to the arrest and conviction of the perpetrator.
- Instrumental in the formation of a Special Weapons and Tactics Team. Served as the team's commander for 5+ years.
- Successfully planned and executed over seventy high risk narcotic search warrants without an incident of serious injury to officers or suspects.

Police Officer/PSO, Police and Fire Services (1982-1984)

Delivered first line police, fire, and emergency medical services to the community. Conducted police patrols and traffic enforcement, investigated crimes, initiated arrests of suspected perpetrators, extinguished fires, and provided medical treatment to the sick and injured.

Town of Fairview, Strategic Planning Consultant (April – November, 2000)

Provided professional assistance to a committee of citizens and political leaders in the development of a five-year strategic plan for the Town's Public Safety Department. After a completed plan was in place assisted with the selection of a new Public Safety Director.

Education & Credentials

Master of Public Administration (2000)
 University of North Texas, Denton, Texas
 Member Pi Alpha Alpha National Honor Society

Bachelor of Applied Arts and Sciences (1997)
 Interdisciplinary Studies, Criminal Justice/Management
 Dallas Baptist University, Dallas, Texas

Specialized Training

F.B.I. National Academy (2001)
Federal Bureau of Investigation
Quantico, Virginia

School of Police Supervision (1987)
The Southwestern Law Enforcement Institute
Richardson, Texas

Certifications & Licenses

Texas Master Peace Officer License
Texas Peace Officer Instructor License
Texas Advanced Firefighter Certification
F.A.A. Private Pilot License

Professional & Civic Organizations

Texas Police Chief's Association (2nd Vice President)
North Texas Police Chief's Association (Past President)
International Association of Chiefs of Police
Denton County Police Chief's Association
F.B.I. Academy Associates Association
Roanoke Lions Club (Charter Member)

PAUL YOUNG

940-390-4685

670 W Walcott, Pilot Point, TX 76258

pyoung@cityofpilotpoint.org

Objective

Denco 911 Board

Education

- Weatherford College 2013 – AAS Fire Administration
- Weatherford College 2013 – AAS Fire Protection Technology
- Considered for Phi Theta Kappa
- Texas Commission on Fire Protection—Master Firefighter
- Texas Commission on Fire Protection Fire Instructor II
- Texas Commission on Fire Protection Field Examiner
- UT Southwestern EMT Basic 1988
- Metrocrest Medical School—Paramedic 1995
- National Fire Academy - Fire Service Supervision 2008
- Wildland Firefighter I Red Card 2009

Experience

May 2014 – Present

Pilot Point City Council – Place 1

October 1984 - March 1988 Volunteer Firefighter

Lewisville Volunteer Fire Department | Lewisville, TX

March 1988 – September 2014 Firefighter Paramedic

Lewisville FD: Served on the Strategy and goals committee for the Lewisville Fire Department
Trained new paramedics and assisted in continuing education for current paramedics as Field Training
Officer from 2001-2006

Acted as a Second Driver Engineer from 1990 – present

Firefighter / Paramedic for the Lewisville Fire Department

Fire Dispatcher May 2014 –September 2014



2008-2010 Chief Officer

Pilot Point Fire Department
Division Chief of Operations, Assistant Chief and Interim Fire Chief
Directed day to day operations, commanded emergency operations, created budget
Oversaw final inspection and acceptance of new 2000 gallon water tender
Chaired the Brush Truck Spec committee for Pilot Point Fire Department
Wrote and awarded a grant for \$47,000 from the Assistance For Firefighters fund

2010 - 2013 Firefighter / Paramedic

Texas Motor Speedway
On - track Firefighter / Jump Medic

2005 - 2010 Pit Road Medic

Texas Motor Speedway

1997 - 2003 Firefighter / Paramedic

Highland Village Fire Department
Part time Firefighter / Paramedic
Responsible for training new paramedics and newly hired fire officers
Coordinated renovation and construction of the dormitory for the fire station
Assisted in the transition from an all-volunteer department to a combination department
Substituted for Captains on leave

1998 Paramedic

Pilot Point Ambulance Service

1994-1996 Volunteer Firefighter

Pilot Point Volunteer Fire Department
Firefighter, Assistant Chief, and Captain

Skills

- Computer literate, able to use Windows 10, MS Office 2010, mapping programs
- Working knowledge of dealing with underfunded and understaffed fire departments
- Familiarity in both rural, and suburban firefighting techniques
- Working knowledge of current dispatching systems used by Lewisville FD/PD

Professional References

Chief Joe Florentino
Little Elm Fire Department
Little Elm, Tx.
469-853-4229

Chief Ken Swindle
Krum Fire Department
Krum, TX
972-571-6330

Calvin Allison (ret)
Clear Water, Florida
903-815-1582

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

**A RESOLUTION APPOINTING ONE MEMBER TO THE
BOARD OF MANAGERS OF THE Denco AREA 9-1-1
DISTRICT**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

SECTION 1. That the City of The Colony hereby votes for Jim Carter as a member of the Board of Managers for the Denco Area 9-1-1 Emergency Communication District.

SECTION 2. That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 1st day of August, 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 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to execute an Interlocal Agreement with Denton County Tax Assessor Collector for the collection of property taxes for the City for the 2016-2017 Fiscal Year (Finance, Cranford)

Background:

Purpose:
Property taxes for valuations as of January 1st 2016.

Issues:

Alternatives:

Recommendations:

Attachments:
Resolution
Agreement

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY OF THE COLONY, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE COLONY AND DENTON COUNTY FOR THE COLLECTION OF PROPERTY TAXES FOR THE CITY FOR THE 2016-2017 FISCAL YEAR; 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 Manager of the City of The Colony, Texas is hereby authorized and empowered to execute an Interlocal Cooperation Agreement with Denton County for the collection of property taxes for fiscal year 2016-2017.

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

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 1st day of August, 2016.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
CITY/ TOWN OF THE COLONY**

THIS AGREEMENT is made and entered into this _____
day of _____ 2016, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of THE COLONY, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and MUNICIPALITY mutually desire to be subject to
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY**
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and
COUNTY has the authority to so act;

NOW THEREFORE, COUNTY and MUNICIPALITY, for and in
consideration of the mutual promises, covenants, and agreements herein contained, do
agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

MUNICIPALITY agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2016, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. COUNTY agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if MUNICIPALITY requests such 7 days in advance of the intended publication date, COUNTY agrees to manage all notices and publications on behalf of MUNICIPALITY if request is received no later than July 25th. MUNICIPALITY must approve all calculations and notices, in the format required by COUNTY, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of MUNICIPALITY.

5. Should MUNICIPALITY vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of MUNICIPALITY.

6. COUNTY agrees to develop and maintain written policies and procedures of its operation. COUNTY further agrees to make available full information about the operation of the County Tax Office to MUNICIPALITY, and to promptly furnish written reports to keep MUNICIPALITY informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2017. COUNTY will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. MUNICIPALITY retains its right to select its own delinquent tax collection attorney and COUNTY agrees to reasonably cooperate with the attorney selected by MUNICIPALITY in the collection of delinquent taxes and related activities.

13. MUNICIPALITY will provide COUNTY with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for COUNTY with MUNICIPALITY. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of COUNTY; shall devote sufficient time and attention to the execution of said duties on behalf of COUNTY in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of COUNTY and MUNICIPALITY.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2016 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2016 tax rate by September 29, 2016. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2016 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2016, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72 per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, COUNTY will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, COUNTY shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for MUNICIPALITY have been mailed, MUNICIPALITY agrees to pay COUNTY a programming charge of \$5,000.00. COUNTY will mail corrected statements to the owner of each parcel. COUNTY will charge a fee for this service at a rate not to exceed \$0.72 per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), COUNTY will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the COUNTY. MUNICIPALITY will be billed for the refunds, postage and processing fees.

7. MUNICIPALITY understands and agrees that COUNTY will, no later than January 31st, deduct from current collections of the MUNICIPALITY the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of:

§ 0.72 x the total number of parcels listed on **MUNICIPALITY's** September 30, 2016 end of year Tax Roll for tax year 2015.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of THE COLONY
Address: 6800 MAIN STREET
City, State, Zip: THE COLONY, TX 75056
Telephone: 972-624-1756 Email: tcmayor@thecolonytx.gov

XII.

MUNICIPALITY hereby designates Troy Powell to act on behalf of MUNICIPALITY, and to serve as Liaison for MUNICIPALITY to ensure the performance of all duties and obligations of MUNICIPALITY as stated in this Agreement. MUNICIPALITY's designee shall devote sufficient time and attention to the execution of said duties on behalf of MUNICIPALITY in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the MUNICIPALITY employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of MUNICIPALITY and COUNTY.

XIII.

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

XIV.

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

Executed in duplicate originals this, _____ day of _____ 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: The Colony
Address: 6800 Main Street
City, State, Zip: The Colony, TX 75056

BY: _____
Name: Troy Powell
Title: City Manager



ATTEST:

BY: _____
Name Tina Stewart
Title Interim City Secretary



APPROVED AS TO FORM:

Denton County Assistant
District Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 27, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Consider approving a resolution authorizing the City Manager to execute an Interlocal Cooperation Agreement with the Denton County Tax Assessor Collector for collection of Public Improvement District Number 1 Assessments (Finance, Cranford)

Background:

Purpose:

Asses and collect PID assessments for valuations as of January 1st 2016.

Issues:

Alternatives:

Recommendations:

Attachments:

Resolution
Agreement

**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 AN INTERLOCAL COOPERATION
AGREEMENT WITH THE DENTON COUNTY TAX ASSESSOR
COLLECTOR FOR COLLECTION OF PUBLIC
IMPROVEMENT DISTRICT NUMBER 1 ASSESSMENTS;
PROVIDING AN EFFECTIVE DATE**

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

Section 1. That the City Council of the City of The Colony, Texas, has duly reviewed and considered the Interlocal Cooperation Agreement by and between the City of The Colony and the Denton County Tax Assessor Collector for the purpose of collection of the 2016-17 Public Improvement District Number 1 assessments.

Section 2. That this Interlocal Cooperation Agreement, attached hereto as Exhibit "A", is found to be acceptable and in the best interest of the City and its citizens, and the City Manager is hereby authorized to execute the Agreement on behalf of the City of The Colony, Texas, with the terms and conditions as stated therein.

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

**PASSED AND APPROVED by the City Council of the City of The Colony,
Texas, this 1st day of August, 2016.**

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tima Stewart, TRMC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

The Colony PID No. 1 PUBLIC IMPROVEMENT DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **MUNICIPALITY NAME**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, COUNTY and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created The Colony PID No. 1, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, COUNTY and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2016. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent assessment accounts in the month of February 2017 notifying that delinquent penalties will apply to all assessments which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2017. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all COUNTY employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with COUNTY to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all CITY/TOWN employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with CITY/TOWN to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that CITY/TOWN, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of COUNTY. COUNTY understands and agrees that COUNTY, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of CITY/TOWN.

VIII.

For the services rendered during the 2016 assessment year, CITY/TOWN agrees to pay COUNTY for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2016 or as soon thereafter as practical. If CITY/TOWN does not provide COUNTY with an assessment roll identifying the assessments levied by CITY/TOWN's governing body under Local Government Code Section 372.017 on or before September 10, 2016, COUNTY may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.72 each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2016 assessment year.**

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$0.72 per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assesment(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2017 deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

$\$ 0.72$ x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2016 **end of year assessment roll for assessment year 2015**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

CITY/TOWN shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: City of The Colony
Address: 6800 Main Street
City, State, Zip: The Colony, TX 75056
Telephone: 972-625-1756 Email: tcmayor@thecolonytx.gov

XIII.

CITY/TOWN hereby designates Troy Powell to act on behalf of CITY/TOWN, and to serve as Liaison for CITY/TOWN to ensure the performance of all duties and obligations of CITY/TOWN as stated in this Agreement. CITY/TOWN designee shall devote sufficient time and attention to the execution of said duties on behalf of CITY/TOWN in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the CITY/TOWN employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of CITY/TOWN and COUNTY.

XIV.

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

XV.

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

Executed in duplicate originals this _____ day of _____, 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:
BY: _____
Juli Luke
Denton County Clerk

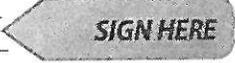
APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

City of The Colony
Address: 6800 Main Street
City, State, Zip: The Colony, TX 75056

BY: _____
Name: _____
Title: _____ 

ATTEST:
BY: _____
Name _____
Title _____ 

APPROVED AS TO FORM:

Denton County Assistant District Attorney

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Discuss and consider an ordinance approving a request for Site Plan Amendment to add two temporary buildings at the Tribute K-8 Prestwick Stem Academy located at 3101 Stonefield to accommodate additional classrooms (Development Services, Scruggs)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Council Staff Report
Location Map
Proposed Amending Site Plan
Proposed Ordinance
Minutes of July 12, 2016 P&Z meeting

CITY COUNCIL REPORT

AGENDA DATE: August 1, 2016

DEPARTMENT: Engineering/Development Services Department

SUBJECT *SP16-0009, Tribute K-8 Prestwick Stem Academy Site Plan Amendment*

Discuss and consider a request for Site Plan Amendment to add two temporary buildings at the Tribute K-8 Prestwick Stem Academy located at 3101 Stonefield to accommodate additional classrooms.

OWNER/ENGINEER

Owner/Developer:	Little Elm ISD	Little Elm, Texas
Engineer/Surveyor:	Glenn Engineering	Irving, Texas

EXISTING CONDITION OF PROPERTY

The property is currently developed with Prestwick Stem Academy.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

July 12, 2016 – The Planning and Zoning Commission voted (5-0) to recommend approval for Site Plan Amendment to add two temporary buildings at the Tribute K-8 Prestwick Stem Academy located at 3101 Stonefield to accommodate additional classrooms.

PROPOSED DEVELOPMENT

Applicant is proposing to add two temporary buildings to house additional classrooms. The buildings are 3,584 and 1,536 sqft in size. The buildings will be placed 20' apart with stairs and ramp access build around them.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) finds the Site Plan amendment meets the requirements of the Zoning Ordinance and recommends approval.

OPTIONS

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

ATTACHMENTS

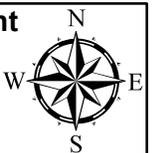
1. Location Map
2. Proposed Amending Site Plan
3. Proposed Ordinance
4. Minutes of July 12, 2016 Planning and Zoning Commission meeting



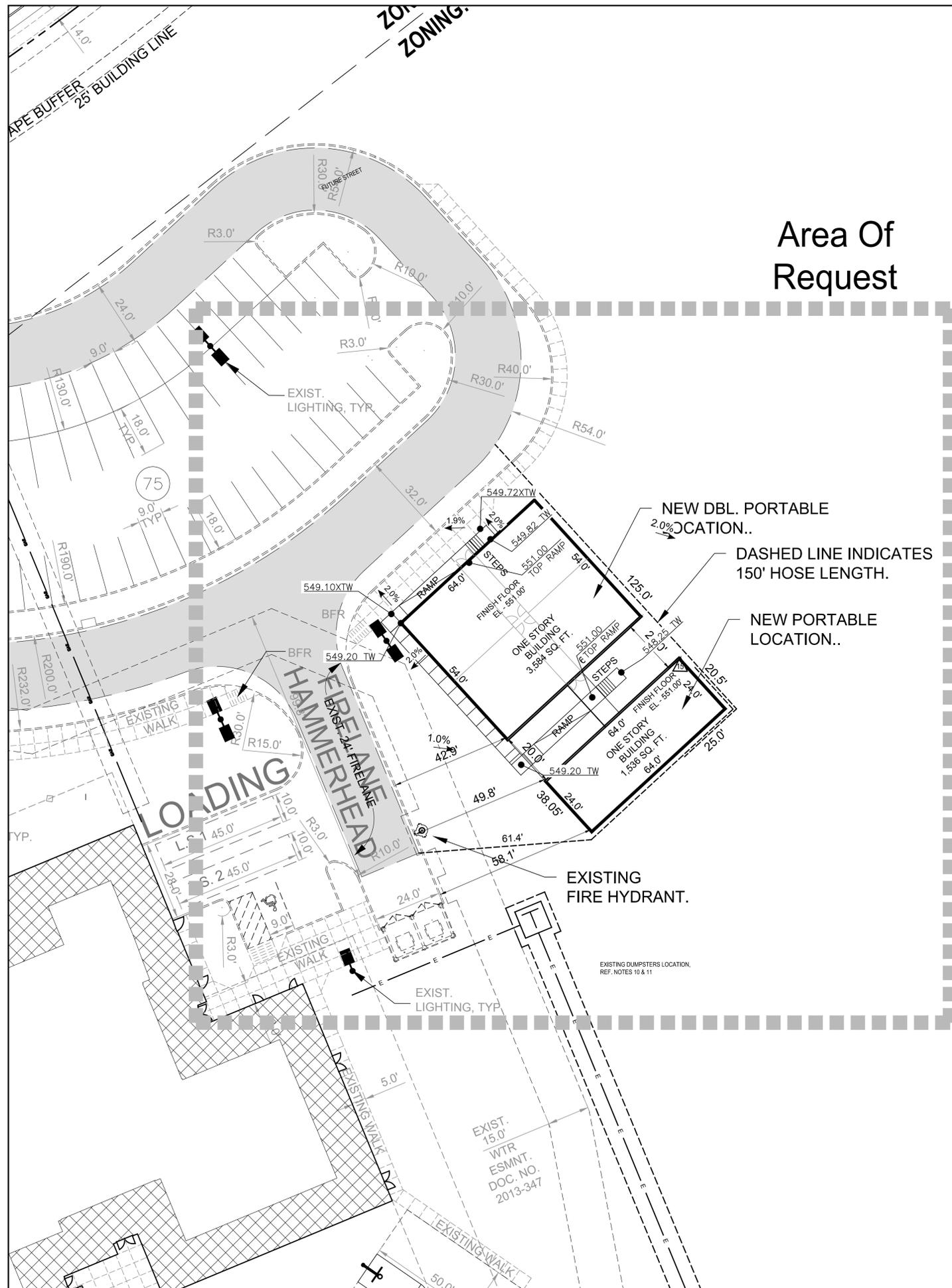
Project No. SP16-0009 - Project Name: Prestwick Stem Academy Site Plan Amendment



Temp Buildings at Prestwick Stem Academy	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.



Area Of Request

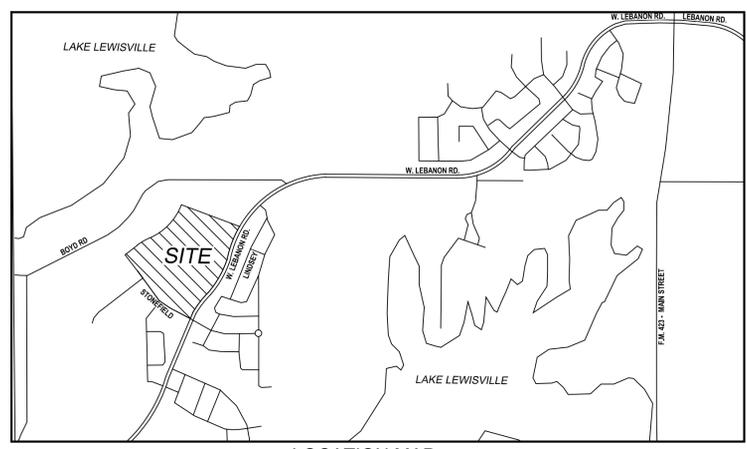
NOTES:
 80% BRICK EXTERIOR REQUIRED ON NEW CONSTRUCTION
 10 FOOT SETBACK REQUIREMENT FROM ALL WATERLINE EASEMENTS
 5 FOOT SETBACK REQUIREMENT FROM ALL DRAINAGE EASEMENTS
 REFER TO SHEET CP 1.01 FOR PAVING HATCH LEGEND

PARKING CALCULATIONS:

BUILDING AREA	= 79,290 SQ. FT.
TOTAL EXISTING CLASSROOMS	= 36
PORTABLE CLASSROOMS	= 4
TOTAL CLASSROOMS	= 40
EXISTING SEATS WITHIN THE ASSEMBLY AREA	= 283
REQUIRED PARKING	
1 SPACE PER CLASSROOM # CLASSROOMS	= 40
1 SPACE PER 4 SEATS WITHIN THE ASSEMBLY AREA	= 71
MINIMUM REQUIRED PARKING	= 111
EXISTING PARKING PROVIDED	= 141
ACCESSIBLE PARKING REQUIRED	= 6
ACCESSIBLE PARKING PROVIDED	= 6

LOT CALCULATIONS:

BUILDING AREA TOTAL	= 85,200 SQ. FT.
BUILDING FOOT PRINT (2 STORY BLDG.)	= 58,221 SQ. FT.
FIRST FLOOR	= 58,221 SQ. FT.
SECOND FLOOR	= 26,979 SQ. FT.
FLOOR TO AREA RATIO	
FIRST FLOOR/ LOT AREA	
58,221 SQ. FT. / 1,297,888 SQ. FT.	= 4.49% LOT COVERAGE
LOT AREA	= 29,7953 ACRES
MAX. BUILDING HEIGHT	= 50'-5"
LAND USE	= ACADEMY SCHOOL
SEE LANDSCAPE PLAN FOR ADDITIONAL CALCULATIONS	



LEGEND

- EXISTING DUMPSTER
- EXISTING LIGHT STANDARD
- EXISTING TRANSFORMER
- EXISTING INLET
- EXISTING FIRE HYDRANT
- EXISTING FIRE LANE HATCH
- EXISTING HC PARKING SPACE
- EXISTING SIDEWALK
- EXISTING ELECTRIC SERVICE LINE
- EXISTING WATER EASEMENT
- EXISTING ELECTRIC EASEMENT
- EXISTING EDGE OF BUILDING

CAUTION!!!!
 CONTACT:
 LONE STAR GAS: 1-800-344-8377
 AT&T: 1-800-344-8377
 TEXAS UTIL & ELEC COMPANY: 1-800-344-8377
 SOUTHWESTERN BELL: 1-800-344-8377
48 HOURS PRIOR TO CONSTRUCTION

Scale 1" = 20'

SIGNATURE BLOCK

Approved by the City Council on the ___ day of _____ 2013

Development Services Director

- GENERAL NOTES**
- PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. THE PLANS INCLUDING ALL NOTES, THE CITY OF THE COLONY SPECIFICATIONS AND ANY OTHER APPLICABLE STANDARDS OR SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STANDARDS OR SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH ALL SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL HAVE IN HIS POSSESSION, PRIOR TO CONSTRUCTION, ALL NECESSARY PERMITS, LICENSES, ETC. CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED ENGINEERING PLANS AND SPECIFICATIONS ON-SITE AT ALL TIMES.
 - ALL WORK SHALL CONFORM TO THE CITY OF THE COLONY SPECIFICATIONS, STANDARDS AND DETAILS.
 - IF UNFORESEEN PROBLEMS OR CONFLICTS ARE ENCOUNTERED IN THE CONSTRUCTION, FOR WHICH AN IMMEDIATE SOLUTION IS NOT APPARENT, THE ENGINEER AND OWNER SHALL BE NOTIFIED IMMEDIATELY.
 - IT WILL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT ALL EXISTING PUBLIC AND PRIVATE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CONSULT UTILITY COMPANIES FOR LINE LOCATIONS, PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED TO THEIR FACILITIES.
 - CONTRACTORS SHALL BE RESPONSIBLE FOR FIELD LOCATING EXISTING UTILITIES AND IMPROVEMENTS PRIOR TO CONSTRUCTION.
 - TRENCH SAFETY DESIGN WILL BE THE RESPONSIBILITY OF THE UTILITY CONTRACTOR. CONTRACTOR SHALL SUBMIT DESIGN TO THE CITY OF THE COLONY ENGINEERING DEPARTMENT FOR REVIEW.
 - STRIPING AND SIGNAGE DIMENSIONS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL FIRE LANES, PARKING STRIPING, HANDICAP PARKING STRIPING AND SIGNAGE ARE TO BE IN ACCORDANCE WITH CITY OF THE COLONY REQUIREMENTS, TYP.
 - THE SANITATION CONTAINER SCREENING WALLS WILL BE THE SAME COLOR, MATERIAL AND TEXTURE AS THE EXTERIOR WALLS OF THE EXISTING BUILDING, INCLUDING A METAL GATE, PRIMED AND PAINTED, SUBJECT TO REVIEW AND APPROVAL BY THE CITY PLANNER.
 - THE SANITATION CONTAINER SCREENING WALLS, GATE AND PAD SITE, TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF THE COLONY DESIGN SPECIFICATIONS, SUBJECT TO REVIEW AND APPROVAL BY THE SANITATION COORDINATOR.
 - THE EXISTING LIGHTING FOR THE SUBJECT PROPERTY SHALL BE IN CONFORMANCE WITH THE LIGHTING AND GLARE REGULATIONS AS SPECIFIED BY THE CITY OF THE COLONY CODE OF ORDINANCES.
 - THE SITE SHALL CONFORM TO THE CITY OF THE COLONY STORM WATER MANAGEMENT ORDINANCE.
 - ANY PAVEMENT DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR TO MEET OR EXCEED EXISTING CONDITIONS.
 - ALL OTHER RADIIUS' UNLESS OTHERWISE NOTED ARE 3 FOOT.
 - ALL PAVEMENT SECTIONS SHALL BE DESIGNED BASED ON A GEOTECHNICAL STUDY.
 - EXISTING FIRELANE PAVEMENT TO BE 6" REINFORCED CONCRETE PAVEMENT 4000 PSI MINIMUM WITH #4 REBARS ON 24" CENTERS EACH WAY, ON SUBGRADE PER GEOTECHNICAL REPORT (LIME STABILIZATION IF REQUIRED).

OWNER

LITTLE ELM I.S.D.
 500 LOBO LANE
 LITTLE ELM, TEXAS 75068
 (972) 292-1847

LEGEND

- FF = 550.00 = EXISTING FINISH FLOOR
- = EXISTING CURB INLET
- = EXISTING FIRE HYDRANT
- = EXISTING INLET
- = EXISTING LIGHT POLE
- = FIRE LANE

CONTRACTOR SHALL VERIFY ALL EXISTING INVERTS AND ELEVATIONS PRIOR TO CONSTRUCTION.

AMENDED CITY SITE PLAN TRIBUTE K-8 STEM ACADEMY ADDITION LOT 1, BLOCK A 29.796 ACRES

IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 182 CITY OF THE COLONY DENTON COUNTY, TEXAS

ZONED: PD 23 & PD 18
 DATE PREPARED: JULY 15, 2013
CITY PROJECT NO. SP13-0009

GLENN ENGINEERING
 TEXAS REGISTRATION NUMBER: F303
 PHONE 972-775-1511
 105 DECKER COURT, SUITE 910
 IRVING, TEXAS 75062
 FAX 972-775-2776



AMENDED CITY SITE PLAN DETAIL
 LITTLE ELM K-8 STEM ACADEMY
 THE COLONY, TEXAS

OWNER

LITTLE ELM I.S.D.
 500 LOBO LANE
 LITTLE ELM, TEXAS 75068
 (972) 292-1847

Revisions:

1	06/27/16	ADDED PORTABLES
2	07/01/16	CITY PORT COMMENTS

Issue Dates:

Review:	06/27/2016
Permit:	
Construction:	

Scale: AS SHOWN
 Drawn By: RAH
 Checked By: CMC
 Project No: 16-06-16

Sheet
CS1.1

CITY OF THE COLONY, TEXAS

**ORDINANCE NO. 2016-
SITE PLAN AMENDMENT**

Tribute K-8 Prestwick Stem Academy

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 ADD TWO TEMPORARY BUILDINGS AT THE TRIBUTE K-8 PRESTWICK STEM ACADEMY LOCATED AT 3101 STONEFIELD TO ACCOMMODATE ADDITIONAL CLASSROOMS WITHIN PLANNED DEVELOPMENT 23 (PD 23) 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. SP16-0009 to add two temporary buildings at the Tribute K-8 Prestwick Stem Academy located at 3101 Stonefield to accommodate additional classrooms within Planned Development 23 (PD 23) 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
JULY 12, 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, July 12, 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 (came in at 6:40 p.m.), Detrick DeBurr, Vice Chairman, Shannon Hebb, Brian Buffington, Shawn Rockenbaugh, and Janece Pool

Board Members Absent: Cesar Molina Jr.

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
------------	--------------------------------------

Vice-Chairman DeBurr called the meeting to order at 6:31 p.m.

1.1	CITIZEN INPUT
------------	----------------------

Mr. Joey Roach approached Commission and stated that a house was recently sold on Northpointe Drive and is being rented on internet where each bedroom is being rented separately. He would like to know if this is allowed or if anything can be done to stop it. Ms. Kristen Tague approached Commission and expressed similar concerns regarding the same house on Northpointe that is being rented to different individuals.

2.0	CONSENT AGENDA
2.1	Consider approval of the minutes of the June 28, 2016 Regular Session.

Vice-Chairman DeBurr read the Consent Agenda item into the record.

Commissioner Rockenbaugh moved to approve Item 2.1 Commissioner Hebb seconded the motion. Motion carried (5-0).

3.0	PUBLIC HEARING ITEMS
3.1	<i>Z16-0001 Brentwood Court Townhomes Zoning Change from Shopping Center (SC) to Townhouse Dwelling (TH) Zoning District</i> Conduct a public hearing, discuss and consider making a recommendation to City Council on a request for Zoning Change from Shopping Center (SC) to Townhouse Dwelling (TH) zoning district allowing town homes development at 5700 N Colony BLVD described as Cornerstone African Methodist Episcopal Church Addition, Block A, Lot 1, The Colony, Denton County, Texas.

Vice-Chairman DeBurr read the public hearing item 3.1 into record.

Ms. Sen presented the staff report.

Commissioner Hebb asked where the residents would park in this townhouse development.

Ms. Sen answered that each townhome will have 2 car attached garage and some units will have extended 18' driveway in front to allow additional guest parking.

Commissioner Hebb also asked the inner road having a cul-de-sac at one end but not the other, whether they should be required to install another cul-de-sac at the other end as well.

Ms. Sen stated that the Fire Marshall have reviewed this layout and the end of the driveway is still within the minimum required distance to access with a hose or provide fire access, so one cul-de-sac was sufficient with this layout.

Commissioner Rockenbaugh asked whether any of these townhouses will face N Colony BLVD.

Ms. Sen stated that the rear elevation will be facing N Colony and the applicant has treated the rear elevation almost as a front elevation with extended masonry percentages so that they provide a comparable view from N Colony Blvd.

Chairman, Hames came to the meeting.

Vice-Chairman DeBurr opened public hearing at 6:45 p.m.

Ms. Kristen Tague approached Commission and stated that she has few questions and concern regarding this project. The child care center's playground is right next to this development. So it would be prudent to have a fence tall enough where the kids are not visible from the townhomes.

Ms. Tague also added that the intersection with a three way stop is a busy intersection already and police have to park at the church property to keep an eye on drivers so they don't speed through. Adding one more development with this being the only access/exit point a traffic light may be needed.

She also stated that people walk or jog in this stretch of N Colony so better sidewalks should be installed with this project to help pedestrians and joggers. She is against this zoning change. She would prefer to see some fitness center, kid's dance studio or something similar to go in this location.

Ms. Alice Friend approached Commission and stated that even though she received notification for this zoning change, her neighbors across the street did not receive any notification.

Her main concern is traffic already cutting through her neighborhood to avoid the three way stop at Morning Star. If this new project is added then more traffic will cut through the alley in front of her house and the problem will escalate tremendously.

Mr. Joey Roach spoke during the public hearing. He wanted to know what kind of fence will be built between this neighborhood and the day care. Also what type of screening will be on N Colony? Adding atleast 48 cars due to this development, will a traffic study be done to address if there is a need for traffic light. Money generated from this development, will that be enough to pay for extending/widening Memorial Drive from Morning Star to the Legends subdivision.

He also added that this project being surrounded by single family neighborhoods does not seem to be a good fit. He also wanted to know what the plans are for the vacant lot next to this neighborhood. Will there be more townhomes or is that lot owned by the Church.

Dave Hicinbothem approached the Commission regarding the project. He is concerned with the density and the height of the project. The recently approved townhouse project on Memorial Drive is much less dense and the single family homes are mostly one story high whereas these

townhomes will be two stories high. Also there is no guarantee that these developers will be developing this project with those price points or elevations. It might be sold to another developer who might not bring a quality project.

Vice-Chairman DeBurr closed the public hearing at 7:00 p.m.

Staff was asked to address the questions/concerns raised during public hearing.

Ms. Sen stated that a screening wall will be installed surrounding the project, but what height or type has not been provided. The applicant is present here to address the screening wall question and what their plans are. A traffic study will be required during site plan approval process and if a signal is warranted then it would be installed on Morning Star. Morning Star widening is in future plans for The City and the developer will be required to install a dedicated left turn lane to access this project. City is required by state law to send notices to property owners within 200 feet of the subject property. It may happen that the properties right across the street are not within 200 feet and do not receive notification. Regarding the property being sold to someone else and the development quality not being maintained, the ordinance approving the zoning change will include the zoning exhibit and can also add the elevations or other requirements so they are enforceable even if the property is sold to some other developer.

Mr. Scruggs clarified that this project have already done a traffic study and a signal was not warranted. Moring Star widening is on City's capital projects list and as soon as the money is earmarked, the project will be scheduled.

Applicant's Engineer Mori Akhavan approached the Commission and stated that a masonry fence 8 feet tall will be installed on N Colony side of the property as well as the side where the day acre property is adjacent. Towards the back of this property an 8 feet tall wood fence will be installed.

Commissioner Buffington asked what the distance is between the day care and this property.

Ms. Sen stated that the day care property is right adjacent to this property. The fence is on the property line.

Commissioner Buffington asked if the applicant has approached the day care or have any discussion with them regarding this project. The applicant answered negative.

Chairman Hames stated that the play area of the day care is on the other side, there is no play area between the townhomes and the day care.

Commissioner Buffington moved to deny Item 3.1 with Commissioner Rockenbaugh seconding the motion.

Commissioner Hebb requested to move to Executive Session to seek legal advice.

Commission moved Executive Session at 7:06 p.m.

Commission came out of Executing Session at 7:11 p.m.

**Commissioner Buffington moved to deny Item 3.1 based on density and compatibility issue
Commissioner Rockenbaugh seconded the motion. Motion carried (5-1) with Chairman
Hames voting against the motion.**

4.0	DISCUSSION ITEMS
4.1	<i>SP16-0009, Tribute K-8 Prestwick Stem Academy Site Plan Amendment</i> Discuss and consider making a recommendation to the City Council on a request for Site Plan Amendment to add two temporary buildings at the Tribute K-8 Prestwick Stem Academy located at 3101 Stonefield to accommodate additional classrooms.

Vice-Chairman DeBurr read the discussion item 4.1 into record.

Ms. Sen presented the staff report.

Commissioner Pool excused herself from the consideration of this discussion item.

Commissioner Buffington asked if the school will be changing these to permanent structures in future.

Ms. Sen stated that the school does have plans for permanent building in future. This is for the immediate need and the school does not have funding for the permanent expansion right now. So they are working on these temporary buildings. Once funding is available they will move towards permanent structures.

Commissioner Hebb asked this being a brand new school where are all these kids coming from?

Ms. Sen stated that there are new apartment buildings being built in this area and the population is expanding rapidly.

Commissioner Hebb asked what type of security plan they have as these buildings can be accessed by anyone. Also there are loading zones very close by and will have trucks coming in and out.

Ms. Sen responded that the School District have not provided any security detail or any perimeter fence around these buildings. Usually when classes are held in these types of structures a teacher will accompany the kids to these class rooms.

Commissioner Buffington added that this being an ISD property, it will be their responsibility to provide security.

Commissioner Hebb asked why the school did not anticipate this and planned accordingly.

As no one representing the school district was present, this could not be answered.

Commissioner Rockenbaugh asked if the motion should include three year time period for these buildings.

Ms. Sen asked for legal advice as to whether such a stipulation can be made.

City Attorney, Mr. Voss stated that there really isn't a way to add a time limit to this approval.

Commissioner Rockenbaugh moved to approve Item 4.1, Commissioner Buffington seconded the motion. Motion carried (5-0) with Commissioner Poole abstaining.

There being no further business to come before the Commission, Vice-Chairman DeBurr adjourned the Regular Session of the Planning and Zoning Commission at 7: 22 p.m.

Detrick DeBurr, Vice-Chairman

Surupa Sen, AICP, Senior Planner

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 27, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Discuss and consider a resolution approving a Private Transfer Agreement (Grant by Special Warranty Deed) by and between The Colony Local Development Corporation and LMG Ventures, LLC, conveying an approximately 1.252 acre tract or tracts of land located in the Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 174, and the Thomas A. West Survey, Abstract No. 1344, in the City of The Colony, Denton County, Texas, and being part of Lot 1, Block H of the Grandscape Addition, Phase II, City of The Colony, Denton County, Texas (General Admin, Maurina)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Private Transfer Agreement
Resolution

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PRIVATE TRANSFER AGREEMENT
(GRANT by SPECIAL WARRANTY DEED)**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

After making findings that this grant is authorized by Texas Tax Code Section 311.010(h), serves the legitimate public purpose of promoting economic development, and affords a clear public benefit in terms of both increased tax revenue and job opportunities, **THE COLONY LOCAL DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable non-monetary consideration in the form of the Additional Consideration (defined below), the receipt and sufficiency of which consideration are hereby acknowledged to be adequate, has GRANTED, SOLD, AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY, unto **LMG VENTURES, LLC**, a Texas limited liability company ("Grantee") having an address of 700 S. 72 Street, Omaha, NE 68114 all that real property situated in the County of Denton, State of Texas, and more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes plus all of Grantor's right, title and interest in and to (i) all improvements and related amenities located in and on such real property, (ii) easements, if any, benefiting such real property, (iii) the oil, gas, and other minerals (and all executory and leasing rights relating thereto) that are in and under such real property and that may be produced from such real property and (iv) appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to: (a) water wells and any other permits for utilities, drainage and detention rights which serve or which will serve the land and improvements now or hereafter constructed thereon; (b) any architectural plans and specifications, surveys, engineering, soils, seismic, geological and environmental reports, studies, certificates and other technical descriptions applicable to the land and/or improvements; (c) any warranties, guaranties, indemnities, claims and causes of action, to the extent applicable to the land and/or improvements; (d) any licenses, permits, governmental approvals, utility commitments, utility rights, reimbursement rights, development rights or other similar rights; (e) any rights to credits, refunds, and reimbursements including without limitation any credits against, or right to pay reduced application fees, permit fees, inspection fees or impact fees applicable to the land; (f) any rights under zoning cases, preliminary plans, plats, and other development applications and approvals; and (g) all other development rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise directly benefit the land (collectively, the "Property").

The "Additional Consideration" for this transfer includes the following grant performance standards:

1. Grantee's use of the Property increasing the property tax revenues and sales tax revenues (if Grantee is a retailer) collected by Grantor or the City of The Colony, Texas, within Tax Increment Reinvestment Zone Number One, City of The Colony, Texas (the "Zone").

2. On January 1 of the first calendar year after the Facility defined in the Final Project and Finance Plan for Tax Increment Reinvestment Zone Number One, City of The Colony, Texas, adopted by the Board of Directors of the Zone on November 15, 2011, and approved by the City Council on November 15, 2011 (the "Project and Finance Plan") is open for business to the public, TXFM, Inc., a Texas corporation, causing the Facility to provide a minimum of 850 Full-Time Equivalent Jobs as defined in the Project and Finance Plan. If the Facility does not provide the required minimum number of Full-Time Equivalent Jobs, the penalty provisions included in that certain Development and Tax Increment Payment Agreement approved by Grantor on November 15, 2011, shall apply to TXFM, Inc.

3. This Private Transfer Agreement is made and accepted expressly subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes and subject to the lien for all ad valorem taxes arising after the date hereof the payment of which Grantee hereby assumes (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Private Transfer Agreement (Grant by Special Warranty Deed) to be effective as of _____.

GRANTOR:

THE COLONY LOCAL DEVELOPMENT CORPORATION,
A Texas non-profit corporation

Joe McCourry, President

ATTEST:

Richard Boyer, Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

THE STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this ____ day of August, 2016, by Joe McCourry, President of The Colony Local Development Corporation, a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

LMG Ventures, LLC
c/o Ryan Blumkin – 02160
700 S. 72 Street
Omaha, NE 68114

Exhibit "A"

Legal Description of the Property

LEGAL DESCRIPTION
TRUCK YARD ACCESS ROAD

Being a tract of land in the Buffalo Bayou, Brazos & Colorado Railroad Co. Survey, Abstract No. 174 and the Thomas A. West Survey, Abstract No. 1344 in the City of the Colony, Denton County, Texas, being a part of that tract of land described as Tract 2 in Correction Special Warranty Deed to the Colony Local Development Corporation as recorded in Document No. 2014-30677 in the Official Records of Denton County, Texas, being a part of Lot 1, Block H of the plat of Grandscape Addition, Phase II, as recorded in Document No. 2015-240 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "GRAHAM ASSOC INC" on the east right-of-way line of Destination Drive (variable width right-of-way, 70 foot wide at this point) and being the point of curvature of a circular curve to the left, having a radius of 755.00 feet, whose chord bears South 54 degrees 43 minutes 38 seconds West, a distance of 174.36 feet;

THENCE Southwesterly, along said east right-of-way line and along said circular curve to the left, through a central angle of 13 degrees 15 minutes 43 seconds, an arc length of 174.75 feet to the POINT OF BEGINNING;

THENCE South 00 degrees 33 minutes 06 seconds West, departing said east right of way line, a distance of 34.33 feet to a point for corner;

THENCE South 46 degrees 05 minutes 08 seconds East, a distance of 323.43 feet to the point of curvature of a circular curve to the right, having a radius of 430.00 feet, whose chord bears South 16 degrees 54 minutes 35 seconds East, a distance of 419.24 feet;

THENCE Southeasterly, along said circular curve to the right, through a central angle of 58 degrees 21 minutes 06 seconds, an arc length of 437.93 feet to the point of reverse curvature of a circular curve to the left, having a radius of 28.50 feet, whose chord bears South 07 degrees 28 minutes 26 seconds East, a distance of 19.25 feet;

THENCE Southeasterly, along said circular curve to the left, through a central angle of 39 degrees 28 minutes 50 seconds, an arc length of 19.64 feet to the point of reverse curvature of a circular curve to the right, being a cul-de-sac, having a radius of 51.50 feet, whose chord bears North 74 degrees 21 minutes 00 seconds West, a distance of 75.50 feet;

THENCE Southerly and Northerly, along said cul-de-sac and circular curve to the right, through a central angle of 265 degrees 43 minutes 43 seconds, an arc length of 238.85 feet to the point of reverse curvature of a circular curve to the left, having a radius of 28.50 feet, whose chord bears North 34 degrees 48 minutes 35 seconds East, a distance of 22.92 feet;

THENCE Northeasterly, along said circular curve to the left, through a central angle of 47 degrees 24 minutes 35 seconds, an arc length of 23.58 feet to the point of curvature of a circular curve to the left, having a radius of 370.00 feet, whose chord bears North 17 degrees 29 minutes 25 seconds West, a distance of 354.18 feet;

THENCE Northwesterly, along said circular curve to the left, through a central angle of 57 degrees 11 minutes 25 seconds, an arc length of 369.32 feet to a point for corner;

THENCE North 46 degrees 05 minutes 08 seconds West, a distance of 323.44 feet to a point for corner;

THENCE South 87 degrees 16 minutes 39 seconds West, a distance of 34.35 feet to a point on said east right-of-way line, being the point of curvature of a circular curve to the right, not being tangent to the preceding course, having a radius of 755.00 feet, whose chord bears North 43 degrees 55 minutes 17 seconds East, a distance of 109.93 feet;

THENCE Northeasterly, along said east right-of-way line and along said circular curve to the right, through a central angle of 08 degrees 21 minutes 00 seconds, an arc length of 110.03 feet to the POINT OF BEGINNING AND CONTAINING 54,525 square feet or 1.252 acres of land, more or less.

Basis of bearing is NAD 83 (1993) Texas Coordinate System, Texas North Central Zone (4202), based upon Western Data Systems Dallas/Fort Worth area RTK Cooperative Network using City of The Colony GPS monuments 7, 12, 13, 14 and 15.

Exhibit “B”

Exhibit B – To include those exceptions listed on Schedule B of the Owner's Title Commitment **plus** the following exceptions:

Those rights recorded against the Property to secure performance of the public entities under certain economic incentive agreements, including rights under any (a) covenants, conditions and restrictions; (b) easements; (c) transfer documents that include a determinable interest, reversion or other similar right; or (d) a deed of trust to secure performance.

In order to ensure that there are adequate public controls in place to ensure that the grant performance standards set out in the Project and Finance Plan are satisfied, the public purpose is accomplished and to protect the public's investment, to the extent bond proceeds financed the acquisition by the City of the Property or the improvements the City constructed on such Property, the land and improvements are restricted to uses consistent with those identified in the documents authorizing the issuance of such bonds (e.g., if bond proceeds constructed a warehouse/distribution facility located on the Property, then the Property may only be used for warehouse/distribution uses for so long as such bonds remain outstanding). Once such bonds are paid, this restriction shall automatically terminate. Evidence of payment of such bonds may be recorded by Grantee in the Denton County deed records.

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 27, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Discuss and consider a resolution approving a Private Transfer Agreement (Grant by Special Warranty Deed) by and between The Colony Local Development Corporation and LMG Ventures, LLC, conveying an approximately 8.551 acre tract or tracts of land located in the Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract No. 174, and the Thomas A. West Survey, Abstract No. 1344, in the City of The Colony, Denton County, Texas, and being part of Lot 1, Block H of the Grandscape Addition, Phase II, City of The Colony, Denton County, Texas (General Admin, Maurina)

Background:

Purpose:

Issues:

Alternatives:

Recommendations:

Attachments:

Private Transfer Agreement
Resolution

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PRIVATE TRANSFER AGREEMENT
(GRANT by SPECIAL WARRANTY DEED)**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

§

§

After making findings that this grant is authorized by Texas Tax Code Section 311.010(h), serves the legitimate public purpose of promoting economic development, and affords a clear public benefit in terms of both increased tax revenue and job opportunities, **THE COLONY LOCAL DEVELOPMENT CORPORATION**, a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable non-monetary consideration in the form of the Additional Consideration (defined below), the receipt and sufficiency of which consideration are hereby acknowledged to be adequate, has GRANTED, SOLD, AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY, unto **LMG VENTURES, LLC**, a Texas limited liability company ("Grantee") having an address of 700 S. 72 Street, Omaha, NE 68114 all that real property situated in the County of Denton, State of Texas, and more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes plus all of Grantor's right, title and interest in and to (i) all improvements and related amenities located in and on such real property, (ii) easements, if any, benefiting such real property, (iii) the oil, gas, and other minerals (and all executory and leasing rights relating thereto) that are in and under such real property and that may be produced from such real property and (iv) appurtenances, if any, pertaining to such real property, including any right, title and interest of Grantor in and to: (a) water wells and any other permits for utilities, drainage and detention rights which serve or which will serve the land and improvements now or hereafter constructed thereon; (b) any architectural plans and specifications, surveys, engineering, soils, seismic, geological and environmental reports, studies, certificates and other technical descriptions applicable to the land and/or improvements; (c) any warranties, guaranties, indemnities, claims and causes of action, to the extent applicable to the land and/or improvements; (d) any licenses, permits, governmental approvals, utility commitments, utility rights, reimbursement rights, development rights or other similar rights; (e) any rights to credits, refunds, and reimbursements including without limitation any credits against, or right to pay reduced application fees, permit fees, inspection fees or impact fees applicable to the land; (f) any rights under zoning cases, preliminary plans, plats, and other development applications and approvals; and (g) all other development rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise directly benefit the land (collectively, the "Property").

The "Additional Consideration" for this transfer includes the following grant performance standards:

1. Grantee's use of the Property increasing the property tax revenues and sales tax revenues (if Grantee is a retailer) collected by Grantor or the City of The Colony, Texas, within Tax Increment Reinvestment Zone Number One, City of The Colony, Texas (the "Zone").

2. On January 1 of the first calendar year after the Facility defined in the Final Project and Finance Plan for Tax Increment Reinvestment Zone Number One, City of The Colony, Texas, adopted by the Board of Directors of the Zone on November 15, 2011, and approved by the City Council on November 15, 2011 (the "Project and Finance Plan") is open for business to the public, TXFM, Inc., a Texas corporation, causing the Facility to provide a minimum of 850 Full-Time Equivalent Jobs as defined in the Project and Finance Plan. If the Facility does not provide the required minimum number of Full-Time Equivalent Jobs, the penalty provisions included in that certain Development and Tax Increment Payment Agreement approved by Grantor on November 15, 2011, shall apply to TXFM, Inc.

3. This Private Transfer Agreement is made and accepted expressly subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes and subject to the lien for all ad valorem taxes arising after the date hereof the payment of which Grantee hereby assumes (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, subject to the Permitted Encumbrances, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Private Transfer Agreement (Grant by Special Warranty Deed) to be effective as of _____.

GRANTOR:

THE COLONY LOCAL DEVELOPMENT CORPORATION,
A Texas non-profit corporation

Joe McCourry, President

ATTEST:

Richard Boyer, Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

THE STATE OF TEXAS §
COUNTY OF DENTON §

This instrument was acknowledged before me on this ____ day of August, 2016, by Joe McCourry, President of The Colony Local Development Corporation, a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

LMG Ventures, LLC
c/o Ryan Blumkin – 02160
700 S. 72 Street
Omaha, NE 68114

Exhibit "A"

Legal Description of the Property

LEGAL DESCRIPTION
TRACT 1

Being a tract of land in the Buffalo Bayou, Brazos & Colorado Railroad Co. Survey, Abstract No. 174 and the Thomas A. West Survey, Abstract No. 1344 in the City of the Colony, Denton County, Texas, being a part of that tract of land described as Tract 2 in Correction Special Warranty Deed to the Colony Local Development Corporation as recorded in Document No. 2014-30677 in the Official Records of Denton County, Texas, being a part of Lot 1, Block H of the plat of Grandscape Addition, Phase II, as recorded in Document No. 2015-240 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "GRAHAM ASSOC INC" on the east right-of-way line of Destination Drive (variable width right-of-way, 70 foot wide at this point) and being the point of curvature of a circular curve to the left, having a radius of 755.00 feet, whose chord bears South 54 degrees 43 minutes 38 seconds West, a distance of 174.36 feet;

THENCE Southwesterly, along said east right-of-way line and along said circular curve to the left, through a central angle of 13 degrees 15 minutes 43 seconds, an arc length of 174.75 feet to a point for corner

THENCE South 00 degrees 33 minutes 06 seconds West, departing said east right of way line, a distance of 34.33 feet to a point for corner;

THENCE South 46 degrees 05 minutes 08 seconds East, a distance of 323.43 feet to the point of curvature of a circular curve to the right, having a radius of 430.00 feet, whose chord bears South 44 degrees 38 minutes 48 seconds East, a distance of 21.59 feet;

THENCE Southeasterly, along said circular curve to the right, through a central angle of 02 degrees 52 minutes 39 seconds, an arc length of 21.59 feet to the POINT OF BEGINNING;

THENCE North 56 degrees 22 minutes 00 seconds East, a distance of 146.62 feet to a point corner;

THENCE South 33 degrees 38 minutes 00 seconds East, a distance of 182.41 feet to a point corner;

THENCE North 88 degrees 15 minutes 36 seconds East, a distance of 160.56 feet to a point corner;

THENCE South 30 degrees 30 minutes 21 seconds East, a distance of 89.08 feet to a point corner;

THENCE South 04 degrees 24 minutes 18 seconds East, a distance of 201.10 feet to a point corner;

THENCE South 29 degrees 11 minutes 24 seconds West, a distance of 184.28 feet to a point corner;

THENCE South 33 degrees 25 minutes 37 seconds West, a distance of 277.85 feet to a point corner;

THENCE South 09 degrees 57 minutes 28 seconds West, a distance of 663.19 feet to a point corner;

THENCE South 10 degrees 28 minutes 10 seconds West, a distance of 123.75 feet to a point corner;

THENCE North 82 degrees 02 minutes 19 seconds West, a distance of 177.57 feet to a point corner;

THENCE North 03 degrees 46 minutes 37 seconds East, a distance of 263.51 feet to the point of curvature of a circular curve to the right, having a radius of 495.00 feet, whose chord bears North 07 degrees 43 minutes 56 seconds East, a distance of 68.29 feet;

THENCE Northeasterly, along said circular curve to the right, through a central angle of 07 degrees 54 minutes 38 seconds, an arc length of 68.34 feet to a point corner;

THENCE North 11 degrees 41 minutes 15 seconds East, a distance of 518.20 feet to the point of curvature of a circular curve to the left, having a radius of 35.00 feet, whose chord bears North 19 degrees 14 minutes 18 seconds West, a distance of 35.98 feet;

THENCE Northwesterly, along said circular curve to the left, through a central angle of 61 degrees 51 minutes 07 seconds, an arc length of 37.78 feet to a point corner;

THENCE North 15 degrees 12 minutes 19 seconds East, a distance of 111.22 feet to a point corner;

THENCE North 37 degrees 15 minutes 01 second East, a distance of 34.13 feet to the point of curvature of a circular curve to the left, not being tangent to the preceding course, having a radius of 51.50 feet, whose chord bears North 34 degrees 33 minutes 30 seconds East, a distance of 90.75 feet;

THENCE Northeasterly, along said circular curve to the left, through a central angle of 123 degrees 32 minutes 43 seconds, an arc length of 111.05 feet to the point of reverse curvature of a circular curve to the right, having a radius of 28.50 feet, whose chord bears North 07 degrees 28 minutes 26 seconds West, a distance of 19.25 feet;

THENCE Northwesterly, along said circular curve to the right, through a central angle of 39 degrees 28 minutes 50 seconds, an arc length of 19.64 feet to the point of reverse curvature of a circular curve to the left, having a radius of 430.00 feet, whose chord bears North 15 degrees 28 minutes 15 seconds West, a distance of 400.26 feet;

THENCE Northwesterly, along said circular curve to the left, through a central angle of 55 degrees 28 minutes 28 seconds, an arc length of 416.33 feet to the POINT OF BEGINNING AND CONTAINING 372,481 square feet or 8.551 acres of land, more or less.

Basis of bearing is NAD 83 (1993) Texas Coordinate System, Texas North Central Zone (4202), based upon Western Data Systems Dallas/Fort Worth area RTK Cooperative Network using City of The Colony GPS monuments 7, 12, 13, 14 and 15.

Exhibit “B”

Exhibit B – To include those exceptions listed on Schedule B of the Owner's Title Commitment **plus** the following exceptions:

Those rights recorded against the Property to secure performance of the public entities under certain economic incentive agreements, including rights under any (a) covenants, conditions and restrictions; (b) easements; (c) transfer documents that include a determinable interest, reversion or other similar right; or (d) a deed of trust to secure performance.

In order to ensure that there are adequate public controls in place to ensure that the grant performance standards set out in the Project and Finance Plan are satisfied, the public purpose is accomplished and to protect the public's investment, to the extent bond proceeds financed the acquisition by the City of the Property or the improvements the City constructed on such Property, the land and improvements are restricted to uses consistent with those identified in the documents authorizing the issuance of such bonds (e.g., if bond proceeds constructed a warehouse/distribution facility located on the Property, then the Property may only be used for warehouse/distribution uses for so long as such bonds remain outstanding). Once such bonds are paid, this restriction shall automatically terminate. Evidence of payment of such bonds may be recorded by Grantee in the Denton County deed records.

CITY OF THE COLONY, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING AND APPROVING THE EXECUTION OF A PRIVATE TRANSFER AGREEMENT (GRANT BY SPECIAL WARRANTY DEED) BY AND BETWEEN THE COLONY LOCAL DEVELOPMENT CORPORATION AND LMG VENTURES, LLC, A TEXAS LIMITED LIABILITY COMPANY, CONCERNING THE CONVEYANCE OF AN APPROXIMATELY 8.551 ACRE TRACT OF LAND; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, The Colony Local Development Corporation (hereinafter referred to as the “LDC”) has been created and organized as a public, nonprofit local government corporation incorporated pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended to aid, assist and act on behalf of the City of The Colony, Texas (hereinafter referred to as the “City”) in the performance of the City’s governmental functions; and

WHEREAS, LDC is the sole owner of the approximately 8.551 acres of land subject to the Private Transfer Agreement (Grant by Special Warranty Deed), a copy of which is attached hereto as *Exhibit A*, pursuant to Instrument Numbers 2014-30675, 2014-30676, and 2014-30677 filed and recorded in the Real Property Records of Denton County, Texas; and

WHEREAS, on or about August 1, 2016, the Board of Directors of the LDC approved the Private Transfer Agreement (Grant by Special Warranty Deed) a copy of which is attached hereto as *Exhibit A*, conveying an approximately 8.551 acre tract of land to LMG Ventures, LLC; and

WHEREAS, the form of the Private Transfer Agreement (Grant by Special Warranty Deed) was approved as part of the bond validation suit styled *Ex parte The Colony*, in the 53rd Judicial District Court, Travis County, Texas, Cause No. 0-1-GV-11-001995, decided January 18, 2012, Trial Exhibit No. 38; and

WHEREAS, the City Council for the City of The Colony, Texas, finds and determines it is in the best interest of the City of The Colony, Texas, to approve the Private Transfer Agreement (Grant by Special Warranty Deed) by and between the LDC and LMG Ventures, LLC, a copy of which is attached hereto as *Exhibit A*.

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 hereby found to be true and correct findings of

the City and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council of the City of The Colony, Texas, does hereby approve and authorize the President of the LDC to execute the Private Transfer Agreement (Grant by Special Warranty Deed) by and between the LDC and LMG Ventures, LLC, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes.

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this Resolution, or application thereto to 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 4. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS THE 1st day of AUGUST, 2016.

Joe McCourry, Mayor

ATTEST:

Tina Stewart, Interim City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

Exhibit A

Private Transfer Agreement
(Grant by Special Warranty Deed)

[for an approximately 8.551 acre tract of land]

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST: Discuss and consider adopting an ordinance scheduling a public hearing for the proposed budget on August 16th 2016 at 6:30 pm (Finance, Cranford)

Background:

Purpose:

Hold public hearing to receive input from the public regarding the development of the 2016-2017 operating and capital budgets.

Issues:

Alternatives:

Recommendations:

Attachments:

Municipal Budget Ordinance

CITY OF THE COLONY, TEXAS
ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF THE COLONY, TEXAS PROVIDING FOR A PUBLIC HEARING ON THE MUNICIPAL BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING A TIME AND PLACE FOR SAID PUBLIC HEARING, TO WIT: ON THE 16th DAY OF AUGUST, 2016, AT 6:30 O'CLOCK PM AT THE COLONY CITY HALL; PROVIDING FOR NOTICE; AND DECLARING AN EFFECTIVE DATE

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

Section 1: That the City Council of the City of The Colony, Texas finds that the City Manager of the City will file on or before the 1st day of August, 2016, with the City Secretary, a General Budget for the City for the fiscal year October 1, 2016 through September 30, 2017.

Section 2: That in order to provide for a Public Hearing on such budget, the City Council of the City hereby declares that said hearing shall take place on the 16th day of August, 2016, at 6:30 pm at City Hall, which said date is more than fifteen (15) days after the date said budget was filed as above mentioned.

Section 3: That public notice shall be given by publication of the hour, date, and place of such hearing in one issue of the official newspaper of the City, which said publication shall be made not more than thirty (30) days nor less than ten (10) days before the date or said hearing.

Section 4: The necessity for holding a Public Hearing on the proposed budget for the next fiscal year as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of The Colony, Texas on this **1st day of August, 2016.**

Joe McCourry, Mayor

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 26, 2016

MEETING DATE: 08/01/2016

**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 the City's zoning ordinance and single family residence uses, rental and/or leasing of single family residences or portions thereof, and related legal issues.

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.

TO: Mayor, City Council, and City Manager

DATE SUBMITTED: July 26, 2016

MEETING DATE: 08/01/2016

SUMMARY OF REQUEST:

A. Any action as a result of executive session regarding the City's zoning ordinance and single family residence uses, rental and/or leasing of single family residences or portions thereof, and related legal issues.

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.
