



**CITY OF THE COLONY
CITY COUNCIL AGENDA
TUESDAY, MAY 6, 2025
6:30 PM**

TO ALL INTERESTED PERSONS

Notice is hereby given of a **REGULAR SESSION of the CITY COUNCIL** of the City of The Colony, Texas to be held at **6:30 PM** on **TUESDAY, MAY 6, 2025** at **CITY HALL**, at which time the following items will be addressed:

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS and PROCLAMATIONS

- 1.1 Call to Order
- 1.2 Invocation
- 1.3 Pledge of Allegiance to the United States Flag
- 1.4 Salute to the Texas Flag
- 1.5 Proclamation acknowledging May 4-10, 2025 as Municipal Clerks Week. (Mayor)
- 1.6 Proclamation acknowledging May 11-17, 2025 as Economic Development Week. (Mayor)
- 1.7 Items of Community Interest
- 1.8 Receive presentation from Parks and Recreation regarding upcoming events and activities. (Hancock)

2.0 CITIZEN INPUT

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

3.0 WORK SESSION

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

- 3.1 Discussion on the approval of the new Fire Station 3 Emergency Vehicle Auxiliary Building exterior design. (Bonds)
- 3.2 Council to provide direction to staff regarding future agenda items. (Council)

4.0 CONSENT AGENDA

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

- 4.1 Consider approving City Council Regular Session meeting minutes from April 15, 2025. (Stewart)
- 4.2 Consider approving an ordinance budget amendment to supplement the approved FY 2024-25 General Fund in the amount of \$34,000.00 for migration, installation, training, and Year 1 annual hosting for a new integrated library system software. (Charters)
- 4.3 Consider approving a resolution authorizing the City Manager to execute a TIPS Contract with NGU Sports Lighting, LLC for the purchase and installation of LED lighting fixtures for Bridges Park & Tennis Courts in an amount not to exceed \$190,000.00. (Lehmann)
- 4.4 Consider approving a resolution authorizing the City Manager to issue a purchase order to F & F Concrete, LLC in the amount of \$707,319.31 for the reconstruction of 1,027 linear feet of the west end of Keys Drive. (Whitt)
- 4.5 Consider approving a resolution authorizing the City Manager to issue a purchase order to C. I. Pavement in the amount of \$848,280.64 for the reconstruction of 2,308 linear feet of the Arbor Glen Alley from Blair Oaks Drive to Paige Road and for 686 linear feet of the Goodman Drive Alley. (Whitt)
- 4.6 Consider approving a resolution authorizing the City Manager to execute an Engineering Services Contract in the amount of \$664,568.00 with Quiddity Engineering, LLC to prepare construction plans and specifications for the Memorial Drive widening project. (Hartline)

5.0 REGULAR AGENDA ITEMS

- 5.1 Conduct a public hearing, discuss and consider an ordinance request for a Specific Use Permit Amendment (SUPA) to SUP Ordinance No. 2023-2512 to allow for an existing Studio (dance) of TYC Dance located at 6700 Main Street, Suites 131 and 132 to expand the operation to include Suite 149 and increase the overall square footage from approximately 4,176 sq.ft to approximately 6,116 sq.ft, located within the Shopping Center (SC) Zoning District and Gateway Overlay District. (Williams)
- 5.2 Discuss and consider approving an ordinance authorizing an exception to the Code of Ordinances Section, 6-192, (a) & (b) to allow fireworks at 10:45 p.m. on July 3, 2025 at Grandscape Lifestyle Center, 5752 Grandscape Boulevard. (Maurina)

6.0 EXECUTIVE SESSION

- 6.1 A. Council shall convene into a closed executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s).

7.0 EXECUTIVE SESSION ACTION

- 7.1 A. Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s).

EXECUTIVE SESSION NOTICE

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 arising out of the attorney 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 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 1st day of May, 2025.



Tina Stewart, TRMC, CMC, City Secretary



CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Announcement

Agenda Section: routine announcements, recognitions and proclamations

Suggested Action:

Proclamation acknowledging May 4-10, 2025 as Municipal Clerks Week. (Mayor)

Background:

Join Us in Celebrating the Heart of Local Government: We are excited to celebrate during the 56th Annual Municipal Clerks Week! The week is the perfect time to celebrate and appreciate the vital role that municipal clerks play in communities all across the state of Texas. The city secretary's office (CSO) is a key player for effective local government in Texas. Each city secretary has a profound impact on the communities they serve. They are the heart of local government in Texas. In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. Professional Municipal Clerks Week was first celebrated in 1969, spearheaded by the International Institute of Municipal Clerks (IIMC) and has since been embraced across the United States, Canada, and 15 other countries. This observance serves as a week-long opportunity to highlight the essential services municipal clerks provide to local government and the community. Municipal clerks are the keepers of official records, the coordinators of elections, and the first point of contact for citizens seeking assistance and information. They ensure the transparency and integrity of governmental processes, facilitating the flow of information between local governing bodies and the public. Their work is foundational to our democratic systems, ensuring that our communities are run efficiently and effectively.

Attachments:

[1.5 Proclamation - 2025 Municipal Clerks Week- Final.doc](#)

MAYORAL PROCLAMATION

WHEREAS, *The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*

WHEREAS, *The Office of the Municipal Clerk is the oldest among public servants; and*

WHEREAS, *The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

WHEREAS, *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

WHEREAS, *Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

WHEREAS, *Texas municipal clerks serve as the official record-keepers, managing vital documents, conducting municipal elections, providing legislative support, and ensuring compliance with laws and regulations in cities across Texas; and*

WHEREAS, *Municipal Clerks Week provides an opportunity to recognize and celebrate the invaluable work of municipal clerks, acknowledge their vital contributions to public service, and highlight the important role they play in the day-to-day operations of our cities;*

NOW, THEREFORE, I, *Richard Boyer, Mayor of The City of The Colony, do recognize the week of **May 4 - May 10, 2025**, as “**Municipal Clerks Week**”, and further extend appreciation to our Municipal Clerk, **Tina Stewart** and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

SIGNED AND SEALED this 6th day of May 2025.

Richard Boyer, Mayor
City of The Colony, Texas

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Economic Development

Item Type: Announcement

Agenda Section: routine announcements, recognitions and proclamations

Suggested Action:

Proclamation acknowledging May 11-17, 2025 as Economic Development Week. (Mayor)

Background:

Attachments:

[1.6 Proclamation - 2025 Economic Development Week - Final.docx](#)

PROCLAMATION

WHEREAS, Economic Development plays an essential role in the growth of our local economy through the creation, retention and expansion of job opportunities that contribute to a stable tax base and high quality of life; and

WHEREAS, economic development professionals have acquired the expertise through advanced education and unique experience to attract and retain businesses that offer high-quality jobs and support vibrant communities; and

WHEREAS, economic development professionals are equipped to operate in diverse economic environments, including local, state, and national governments; public-private partnerships; chambers of commerce; and institutions of higher education; and

WHEREAS, economic development professionals serve as stewards, bridging connections between community stakeholders including residents, business leaders, elected officials, industry executives, and educational administrations, to collaborate in community investment, infrastructure advancements, and an optimistic future; and

WHEREAS, our economic development staff contributes to the betterment and progress of The City of The Colony within the State of Texas.

WHEREAS, for the last 27 years, The Colony Economic Development Corporation has been a leader and driving force in advancing economic development initiatives, with a steadfast commitment to fostering growth and prosperity in the City of The Colony through creativity, knowledge, industry connectivity, and sheer hard work; and

NOW THEREFORE BE IT RESOLVED, that the City of The Colony recognizes the week of May 11 through May 17, 2025, as Economic Development Week, and reminds the City of The Colony the importance of this community celebration, which supports growing the commercial tax base, expanding career opportunities and improving quality of life in our vibrant city.

SIGNED AND SEALED this 6th day of May 2025.

Richard Boyer, Mayor
City of The Colony, Texas

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Miscellaneous

Agenda Section: routine announcements, recognitions and proclamations

Suggested Action:

Items of Community Interest

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Parks & Recreation

Item Type: Announcement

Agenda Section: routine announcements, recognitions and proclamations

Suggested Action:

Receive presentation from Parks and Recreation regarding upcoming events and activities. (Hancock)

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Fire

Item Type: Discussion

Agenda Section: work session

Suggested Action:

Discussion on the approval of the new Fire Station 3 Emergency Vehicle Auxiliary Building exterior design. (Bonds)

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: work session

Suggested Action:

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

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Minutes

Agenda Section: consent agenda

Suggested Action:

Consider approving City Council Regular Session meeting minutes from April 15, 2025. (Stewart)

Background:

Attachments:

[April 15, 2025 Final CC Minutes.docx](#)

**MINUTES OF THE CITY COUNCIL REGULAR SESSION
HELD ON
APRIL 15, 2025**

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:31 p.m. on the 15th day of April, 2025, at City Hall, 6800 Main Street, The Colony, Texas, with the following roll call:

Richard Boyer, Mayor	Present
Judy Ensweiler, Mayor Pro Tem	Present
Robyn Holtz, Councilmember	Present
Brian Wade, Councilmember	Present
Dan Rainey, Councilmember	Present
Perry Schrag, Councilmember	Present
Joel Marks, Deputy Mayor Pro Tem	Present

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

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS and PROCLAMATIONS

- 1.1 Call to Order
Mayor Boyer called the meeting to order at 6:31 p.m.

- 1.2 Invocation
Pastor Mike Bishop with Lakeway Baptist Church delivered the invocation.

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

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

- 1.5 Receive presentation from Girl Scout Troop 2468 regarding planning and fundraising efforts for permanent Library StoryWalk at Ridgepointe Park.
Library Director, Megan Charters, provided an overview on the item.

Girl Scout Troop 2468 provided a presentation to Council.

- 1.6 Items of Community Interest
 - 1.6.1 Receive presentation from the Library regarding upcoming events and activities
Library Director, Megan Charters, provided upcoming events and activities to the Council.

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

Ms. Charters acknowledged National Library Week along with National Library Workers Day. She announced the Volunteer of the Year for 2023-2024 is Access Services Assistant, Yolanda Murray. Thank you Yolanda for your hard work in the community and your dedication to The Colony Library.

2.0 CITIZEN INPUT

1. Duane Thiel, 4020 Breckenridge Court and John McConnell, 1220 Indian Run Drive, Carrollton, spoke concerning The Colony Citizen's Police Alumni Association upcoming event on Friday, May 16, 2025.

2. Robert Gauvin, P.O. Box 56076, spoke concerning the development of an Art Council to allow for an art museum in The Colony.

3.0 WORK SESSION

3.1 Discuss and provide direction to staff regarding the 2025 City Council Retreat. Assistant City Manager, Tim Miller, presented the item to Council.

Council provided discussion on the item. The Council Retreat reception dinner is tentatively set for Friday, June 27, 2025 in the Annex Building, and the Council Retreat meeting will be on Saturday, June 28, 2025 in the City Hall Chambers.

3.2 Council to provide direction to staff regarding future agenda items.
None

4.0 CONSENT AGENDA

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

4.1 Consider approving City Council Regular Session meeting minutes from April 1, 2025.

4.2 Consider approving a resolution authorizing the City Manager to execute a fourth amendment to the Ground Lease with Wynnwood Army, LLC for the inclusion of additional real property to the leaseholder area

RESOLUTION NO. 2025-044

4.3 Consider approving an ordinance budget amendment to supplement the approved FY 24-25 Special Events Fund in the amount of \$22,000 for the 2025 American Heroes special event.

ORDINANCE NO. 2025-2601

5.0 REGULAR AGENDA ITEMS

- 5.1 Discuss and consider approving a resolution authorizing the City Manager to execute a contract with DAC, Inc. in the amount of \$339,751.14 with recurring maintenance costs of \$9,817.60 per year for the installation of a new access control system.

Deputy City Manager, Brant Shallenburger provided an overview on the item.

Director of Information Technology, Chris Cuellar, presented the proposed resolution to Council.

Council provided discussion on the item.

Motion to approve- Ensweiler; second by Marks, motion carried with all ayes.

RESOLUTION NO. 2025-045

- 5.2 Discuss and consider approving a resolution authorizing the City Manager to execute an Emergency Construction Services Contract in the amount of \$655,203.00 with Ark Contracting Services, LLC for the Tribute Channel Erosion project at Lake Lewisville

Director of Engineering, Ron Hartline, presented the proposed resolution to Council.

Councilman Schrag stepped out at 7:18 p.m. and returned at 7:26 p.m.

Council provided discussion on the item.

Motion to approve- Ensweiler; second by Marks, motion carried with all ayes.

RESOLUTION NO. 2025-046

- 5.3 Discuss and consider approving a resolution casting the city's vote for a nominee to serve as a member of the Board of Managers for the Denco Area 9-1-1 District.

Mayor Boyer pulled the item from the agenda to allow more time for research.

Executive Session was convened at 7:34 p.m.

6.0 EXECUTIVE SESSION

- 6.1 A. Council shall convene into a closed executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s).

Regular Session was reconvened at 7:58 p.m.

7.0 EXECUTIVE SESSION ACTION

- 7.1 A. Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s).

Motion to approve the consent to the sale of Blue Sky’s Building and Assets and consent to sale of operations subject to U.S. Army Corps of Engineers approval- Wade; second by Ensweiler, motion carried with all ayes with the exception of Mayor Boyer, Councilmembers Holtz and Schrag voting no.

ADJOURNMENT

With there being no further business to discuss, the meeting adjourned at 7:58 p.m.

APPROVED:

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Library

Item Type: Ordinance

Agenda Section: consent agenda

Suggested Action:

Consider approving an ordinance budget amendment to supplement the approved FY 2024-25 General Fund in the amount of \$34,000.00 for migration, installation, training, and Year 1 annual hosting for a new integrated library system software. (Charters)

Background:

Integrated library systems (ILS) are the core software for every library. They provide back-end functions for cataloging materials, maintaining databases of library card records, running reports, providing statistics, sending overdue notices, etc. They also have a public interface known as an online public access catalog (OPAC) - this is the interface from which patrons browse online from home or in the library for items the library owns. They can check locations, availability, and place reserves on items. This is a daily-use software for all Library staff. The Library migrated to the ILS software Verso from Auto-Graphics in 2009. At the time, Auto-Graphics serviced mainly smaller or specialized/private libraries and was a good fit for The Colony Public Library. Over the past 16 years, our Library has grown, but Auto-Graphics continues to be most beneficial to smaller libraries; we are now one of the larger libraries using their software and have outgrown their services and functionalities. As we look to introduce and implement new services to showcase our collections and reach patrons in more meaningful ways, we more often than not run into incompatibility issues with Verso or face a charge from Auto-Graphics to develop a report or extension to work with third-party software. In the last few years, Verso has pushed several updates before they are fully functional and the bugs and instability in releases set back staff as they confront barriers to completing work until further updates are made. In just the last year, staff have been unable to use the cataloging module several days in a row, on and off, which creates delays in getting Library materials to patrons in a timely manner. Additionally, reports in Verso have always provided slightly varying results and we cannot be totally sure of their accuracy in reporting statistics to the state and city, especially so with the updates pushed in the last year. Verso does not have a mobile app equivalent and the interface is ill-formatted to be viewed on mobile devices. Even on desktop computer browsers, the user interface is outdated and clunky to navigate. We hear this feedback often from the public, including from several Library Board members. We are requesting a budget amendment to migrate to a new ILS software in the middle of the year because Auto-Graphics announced in early April that it had been sold to a different company and the current president of Auto-Graphics has retired. We had already anticipated asking to migrate to a new software in FY 25-26, but this announcement has pushed our request forward. As migration to a new system can take up to 6 months, if we wait to migrate in FY 25-26, the earliest we could launch a new system for staff and to the public would be February or March 2026; in that time, weâ€™d need to renew with our current vendor at the price of approximately \$10,100 by November 1, 2025 (assuming costs stay the same with the company that purchased Auto-Graphics). Migrating to a new system in FY 24-25 would save the \$10,100 weâ€™d need to pay for

software weâ€™d like to get away from and would use for only a few months. We request to migrate to ByWater Solutions, who provides Koha (staff interface) with an Aspen Discovery overlay (user interface) that is responsive to change and is compatible with our current third-party softwares: PatronPoint (public newsletters & notices), EnvisionWare (computer reservation & print management software), and NoveList Select (reading recommendation software). ByWater/Koha offers a mobile app, the ability to request and implement custom coding and/or reports, and the capability to integrate the Library's e-holdings (eBooks, streaming audiobooks, digital magazines, etc.) into catalog search results, which isn't possible with the current software without additional charges. With Koha and Aspen Discovery, we will also be able to integrate our digital archive software (BiblioBoard) and can take advantage of their native event scheduling modules. Over 3,000 libraries nationwide use Koha, including the following local libraries: Flower Mound, Carrollton, Little Elm, McKinney, Grapevine, Benbrook, Euless, and more. Additionally, the IT Department has reviewed and approved the software and sat in on a demo by the vendor. After the Year 1 migration and training costs, the annual hosting and support costs of ByWater Solutions' Koha & Aspen Discovery software is just about \$1,200 more than Verso from Auto-Graphics from Year 2 on. The full migration would be expected to take 6 months to complete and would require the Library to close over a weekend to fully switch over to the new system. ByWater has reserved an accelerated launch date of October 6 for TCPL should this budget amendment request be approved. Migration planning would start as early as mid-May.

Attachments:

[Koha & Aspen Sales Proposal The Colony.pdf](#)

[Budget Transfer-Amendment - 24_25 - Library - 34k - software.pdf](#)

[ByWater Difference.pdf](#)

[Ord. 2025-XXXX Library Budget Amendment.docx](#)



Proposal for Implementation & Support



Aspen Discovery

PREPARED FOR

THE COLONY PUBLIC LIBRARY

6800 Main Street
The Colony, TX 75056

PREPARED DATE

1/23/2025

EXP. DATE

7/23/2025

ITEM	Timeline	Cost
Complete Koha Install and OPAC Customization	6 Months for Completion <i>Accelerated go-lives may be available</i>	\$9,820.00
Koha Unlimited Support Annual Hosting	24 Hour Support Triple Redundancy Backups	\$6,340.00
Complete Aspen Install and Customization	6-8 Weeks for Completion	\$5,000.00
Aspen Unlimited Support Annual Hosting	24 Hour Support Triple Redundancy Backups	\$5,000.00
Koha and Aspen Training	Live Webinar Training	\$7,200.00
Total Year One Cost		\$33,360.00
Total Year Two Cost		\$11,340.00



Welcome to the World of Open Source

At ByWater Solutions, our goal is to empower libraries to explore, implement, and successfully use open source solutions such as Koha and Aspen Discovery. We are flexible and responsive, offering customized hosting, migration, training, development, and/or support options according to our customers' needs. We are very excited that you are considering Koha, Aspen Discovery and ByWater.

As a company, we believe that our clients' satisfaction is the most meaningful measurement of continued success. We pride ourselves on providing complete customer fulfillment in all we do. We truly believe that the personalized attention and excellent value we provide are perfect matches for the needs of your organization. Accessibility for support issues is an area in which we pride ourselves, and is an important differentiation between us and other similar support providers.

Using open source software will not only help your library successfully deliver online services to your users, but will also empower your staff to control the direction of your software. If you have any further questions about what ByWater Solutions or the open source community as a whole can offer please consider us a resource. We greatly appreciate your consideration in this project and hope to have the opportunity to partner with you going forward.

Thank you ,

A handwritten signature in black ink, appearing to read "Nathan Curulla", written over a thin horizontal line.

Nathan Curulla
Owner, CRO



Data Migration and Implementation Services:

Skilled manipulation of library data is the key to a successful migration. Because it is the most important representation of a library's collection, we take the time to proficiently manage your data prior to your go live. Our Installation and Migration fee includes:

- Creation of test system for training and testing
- Installation and customization
- Administrative configuration
- Import of patron data, fines and fees
- Assistance with the import/configuration of authority records
- External device setup such as those using SIP2 and LDAP connections

“ Migrating to the Koha ILS brings many benefits; for example, the clean and intuitive interface lets staff focus on the customer and not on the options on the screen. Koha enables us to streamline processes for better management of the collection and the circulation of materials. Aspen Discovery enhances our customers' experience by giving them more control over their accounts and by meeting their expectations of high-quality online services in the 21st century. We are very happy to join the Koha Community and we are extremely grateful for ByWater Solutions staff who patiently guided us every step of the way and tirelessly worked to meet an impossibly tight schedule.

JUAN TOMÁS LEE,
LIBRARY DIRECTOR
WASATCH COUNTY LIBRARY, UTAH





About Aspen Discovery:

Aspen is a full-featured Discovery System that integrates with e-content and other 3rd party providers, giving your patrons comprehensive access to all of your materials in one place. Aspen combines your library catalog with e-content, digital archives and enrichment from all major third party providers, improves relevancy and ease of use, provides native reading recommendations, displays all formats of titles within one result (FRBR) and much more. Aspen was created to give users an improved experience over other Discovery systems with less of an impact on library budgets.

“Koha and Aspen Discovery remove intimidations and gives staff the flexibility to try new things. We have ByWater Support to help staff explore new workflows. This allows us to try and do things differently rather than being pigeonholed into the same routines.

STEVE CLEGG,
LIBRARY DIRECTOR,
BENBROOK LIBRARY, TEXAS



What to Expect When Implementing Aspen Discovery:

Implementing Aspen Discovery as your catalog is a fun and exciting process! During the implementation, you are creating a space for your patrons to easily access all of the resources you have available. In order to accomplish this, you will work with the ByWater Solutions team to configure and customize your Aspen Discovery site. Your Aspen Discovery Implementation Lead will step you through the administrative setup and behind the scenes portion of Aspen during six hours of admin staff training. These six hours are typically split into one hour sessions on a weekly agreed upon time slot. You will leave some of these sessions with homework to further customize your site.



Top Ranked 24/7 Support:

Quality of support is the most important focus of our company and we pride ourselves on the implementation of this key feature. ByWater Solutions has the lowest customer to support personnel ratio in the business, supplying confirmation of support requests within 20 minutes of receipt.

Our Support Package Includes But Is Not Limited To:

- 24/7 tech support, regular backups to library data and servers, management of system updates and enhancements.
- Technical consulting, report generation, workflow and education support
- Bug fixes and the application of community or customer sponsored development enhancements
- Training for all major updates in Koha's functionality at no additional cost
- Regular updates to your Koha system as new functionality becomes available at no additional cost.
- Customizations to Aspen Discovery

“ We were so thrilled to move over to ByWater. They gave us the tools we were looking for to move our library forward and provide a higher level of customer service. With the new features we have access to, we believe we can engage a new generation of library users.

JARED TOLMAN, LIBRARY DIRECTOR
FLAGSTAFF CITY - COCONINO COUNTY
PUBLIC LIBRARY, ARIZONA





ByWater Hosting Services:

ByWater Solutions offers a complete hosted environment on ByWater equipment placed in the virtual networking cloud. This delivers improved performance for both your staff and your users. Other functions include maintenance of your Linux server and management of databases with real-time backups.

Customized Training:

ByWater Solutions is equipped with professional librarians on staff dedicated to the expert training and implementation of Koha & Aspen Discovery. We provide multiple formats for different learning styles including on-site, hands-on, classroom style learning, on-line presentations and demonstrations using web based training applications. We also have a full database of user documents and training materials that will all be at your disposal.



The ByWater

DIFFERENCE



Open Source

ByWater Solutions was created with the express goal of changing the way libraries interact with their software systems and the vendors who support them. We are customer service fanatics who believe that libraries deserve the freedom to own their software and to decide who supports it. We believe that an open-source vendor needs to work constantly to keep their customers happy and not rely on long contract terms to maintain a strong user base. Libraries stay with ByWater because they want to, not because they are legally bound. We believe that libraries deserve access to a personalized, comprehensive support system at a reasonable cost. Our service solutions are all-inclusive and are tailored to take the complexity out of interacting with a software vendor.



Community

One of the most unique and meaningful things about utilizing Open Source technology is the community component. Being part of the community means that you not only have a say in what goes into the development of the software, but you also have an entire global cooperative available to help you with questions or to help you brainstorm a better way of using what is already available.

Both the Koha and Aspen user groups and the ByWater user groups collaborate globally for group sponsorships of new functionality so as to cut the cost of a new feature's total development fee drastically. ByWater's role in these communities is also one of intense participation. This dedication to the larger community puts us in the best position to be an advocate for our library's needs within the software to better shepherd development initiatives through the quality assurance process.



361-249-7185
bywatersolutions.com
adam@bywatersolutions.com

Support

Quality of support is the most important focus of our company and we pride ourselves on the implementation of this key feature. ByWater Solutions' support package covers essentially everything, your staff will never have to worry if a question or problem will carry an extra price to fix. We fully understand that because Koha and Aspen are open-source products our partners can pick and choose from many different companies to support their software. Critical support is available 24/7 at no additional cost and each library receives an encrypted website (HTTPS:) as a standard offering with their implementation. Ongoing training is also included as part of our support offering and upgrades are provided free of charge as well. These are just some of the added benefits of working with ByWater. Unlike most vendors, we believe that a better-educated partner is an empowered partner and we want to promote education as part of our relationship so that libraries have even more understanding and control over the technology that drives their institutions. If a library has the time and desire to be involved then there is no limit to what they can accomplish within Koha and Aspen.

Education

Our company is dedicated to educating our partners and community members. All training sessions are led by professional MLS librarians, who are accomplished library trainers. Our comprehensive training provides on-site or webinar personalized training. We offer new libraries internally produced training manuals and tutorial videos, refresher webinars, and follow-up training sessions. Our flexible training schedule will be adapted to meet the learning styles of your library staff. Additionally, ByWater has more Koha and Aspen content freely available online than any other company in the library industry. Regardless of whether or not a library works with ByWater, we believe that everyone should have access to professional, well-presented training resources to give you and your staff the resources they need.

Products



Koha is an open-source integrated library system, used worldwide by public, academic, school, and special libraries. Koha is a fully featured, scalable library management system with a configurable user interface, adaptable for any library type, and has been translated into many languages. Koha includes modules for circulation and patron management, technical services, reporting, ERM, ILL, and much more.



**Aspen
Discovery**

Aspen is an open-source full-featured Discovery System that integrates with eContent and other third-party providers, giving your patrons comprehensive access to all of your materials in one place. Aspen LiDA, the companion app to Aspen Discovery, expands the robust offerings currently available with Aspen; including intuitive searching, visually engaging browsing, patron account management, and more.



Metabase

Metabase is the easy, open-source way for everyone in your company to ask questions and learn from data. The Metabase platform connects to databases and brings data to life through visualizations with an intuitive interface making data exploration easy to explore.



Libki is an open-source PC reservation booking, time, and print management system designed to allow time-limited access to computers on a network. Libki enables locations where a controlled computing environment is paramount such as public access systems, libraries, computer labs, and more!



CITY OF THE COLONY, TEXAS
ORDINANCE NO. 2025 - _____

AMENDING THE FISCAL YEAR 2024-2025 BUDGET

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING ORDINANCE 2024-2577, ADOPTING THE FISCAL YEAR 2024-2025 BUDGET OF CITY OF THE COLONY, TEXAS BY PROVIDING FOR AN AMENDMENT TO THE FISCAL YEAR 2024-2025 BUDGET BY TRANSFERRING \$34,000.00 FROM THE CITY'S GENERAL FUND TO THE LIBRARY DEPARTMENT FUND FOR MIGRATION TO A NEW INTEGRATED LIBRARY SYSTEM SOFTWARE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Council of the City of The Colony is conducting business pursuant to a budget for fiscal year 2024-2025, heretofore previously adopted by Ordinance No. 2024- 2577 on September 17, 2024; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council of the City of The Colony, Texas, finds it in the best interest of the City to transfer \$34,000.00 from the City's General Fund to the Library Department Fund for migration to a new integrated library system software; and

WHEREAS, the City Council of the City of The Colony, Texas, has reviewed the budget and has determined that a valid municipal purpose is served by such budget amendment.

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

SECTION 1. INCORPORATION OF PREMISES.

That the above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. AMENDMENT AND ADOPTION.

That the Library Department Fund budget for the fiscal year ending September 30, 2025, heretofore previously adopted by Ordinance No. 2024-2577 duly enacted by the City Council of the City of The Colony, Texas, on September 17, 2024, be and is hereby amended as set forth herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; and the same shall be hereby filed with the City Secretary of the City of The Colony.

SECTION 3. BUDGET AMENDMENT.

That the City Council of the City of The Colony, Texas, finds and determines that \$34,000.00 shall be transferred from the City’s General Fund to the Library Department Fund for migration to a new integrated library system software.

SECTION 4. SEVERABILITY CLAUSE.

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 should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. SAVINGS CLAUSE.

All rights and remedies of the City of The Colony, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting budgets, budget approval or adoption, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS THE 6th DAY OF MAY, 2025.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Parks & Recreation

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to execute a TIPS Contract with NGU Sports Lighting, LLC for the purchase and installation of LED lighting fixtures for Bridges Park & Tennis Courts in an amount not to exceed \$190,000.00. (Lehmann)

Background:

This is a part of phased improvements that have been budgeted for through the Community Development Corporation.

Attachments:

[Ngu_Sports_Lighting_Memo_-_Council.doc](#)

[NGU - City of The Colony Bridges Park Baseball & Tennis.pdf](#)

[Res. 2025-XXX NGU Sports Lighting LLC contract- Final.doc](#)

Memo

To: Mayor & Council
From: Calvin Lehmann, Parks Development Manager
CC: Troy Powell, City Manager
Jackie Kopsa, Community Services Director
Date: 4/29/2025
Re: NGU Sports Lighting Contract for Bridges Park Light Replacement

The Parks & Recreation Department would like to execute a contract with NGU Sports Lighting, LLC for the installation of LED lighting at Bridges Park and Tennis Courts.

NGU Sports Lighting will reutilize 6 existing light poles already at the park and 4 at the tennis courts to install 40 LED light fixtures, total. NGU Sports Lighting will provide removal of the existing light fixtures and replace them with Lumasport 8 LED fixtures. This is the same style that has been installed at Turner Soccer Complex and Pawsome Dog Park. The LED light fixtures come with a 10-year warranty. The controls for the lights will be through an AirMesh hub, allowing staff wireless capability to adjust the lights as well as being able to adjust them on site. Additionally, there will be a push-button system on the tennis courts that can be set to be usable within a specific timeframe.

These new LED light fixtures will provide a better source of lighting at by replacing fixtures that are becoming obsolete and increasingly unreliable. They will increase the lighting foot candle capacity but also provide the ability to govern how bright the lights are. The total for installation will be \$190,000 through the TIPS purchasing cooperative. The current lead time for delivery is around two weeks and the installation would be an additional two weeks, weather dependent.

WE ARE PASSIONATE ABOUT TAKING YOUR VENUE
AND FAN EXPERIENCE TO THE NEXT LEVEL

YOUR SUCCESS IS OUR GOAL

NGU Sports Lighting, LLC
2401 PGA Blvd., Suite 110
Palm Beach Gardens, FL 33410
www.ngusportslighting.com
1-855-NGU-LEDS



Offer of Business

City of The Colony Bridges Park Baseball & Tennis

[Document.SeqNumber]

Prepared For:
City of The Colony
TIPS # 23010402

Date Issued:
2025-03-24

Expiration Date:
2025-05-23

INDEX

Offer of Business

INDEX

OUR COMMITMENT

SYSTEM BENEFITS

RECREATIONAL EXPERIENCE

PROJECT DETAILS

PROJECT DETAILS CONTINUED

OUR COMMITMENT

NGU Sports Lighting is a leading provider of high-quality sports lighting solutions. With a strong focus on innovation and cutting-edge technology, NGU Sports Lighting specializes in optimizing customer experience. This is done by defining current needs, designing a customized solution, and installing a state-of-the-art lighting systems for a verity sports facilities.

Our company is committed to enhancing the visibility, safety, and overall experience of athletes, spectators, and officials during any type of event. NGU Sports Lighting offers a comprehensive range of lighting solutions tailored to meet your specific requirements and expectations. Our team of experts work closely with clients to assess their needs, taking into account factors such as field size, sport-specific lighting standards, energy efficiency, and budget constraints. By leveraging our **extensive industry knowledge and expertise**; we are able to deliver customized lighting solutions that optimize visibility, minimize glare and spill, while providing uniform illumination across any surface.

In addition to our commitment to performance and quality, NGU Sports Lighting also prioritizes **energy efficiency and sustainability**. We utilize advanced lighting technologies, such as LED, to minimize energy consumption and reduce environmental impact. Our lighting solutions are designed to provide long-lasting performance, requiring minimal maintenance and offering significant cost savings over time.

NGU Sports Lighting takes pride in our ability to deliver turnkey lighting solutions, from initial design and engineering to installation and ongoing support. We recognize that creating a brand-new lighting strategy for any venue is a significant task, especially when you are busy overseeing other critical matters. As a company that helped introduce LED Sports Lighting to the industry over a decade ago and with over 100 years of combined experience; our team of professionals are dedicated to providing exceptional customer service and **ensuring complete satisfaction throughout the entire project lifecycle**.

Your project experience is our top priority.

Your conversion project will be executed in 3-steps:

Evaluate. Design. Implement.

A proof positive process to give you the very best experience.

SYSTEM BENEFITS



LOWER OPERATIONAL COSTS

Operational Efficiency - The Ephesus Sports Lighting System is on average 45% more energy efficient than other solid-state lighting systems. Making the Ephesus solution the most efficient sports system in the marketplace.

HIGHER PERFORMANCE AND RELIABILITY

System Reliability – Designed and manufactured to the highest reliability standards in the marketplace. The system uses chip on board innovation; which has a much higher performance reliability than the soldered LED chip method used by other manufacturers.

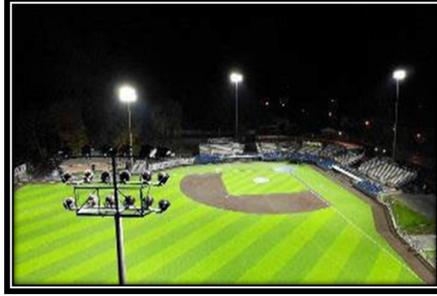
SUPERIOR OPERATIONAL FLEXIBILITY

Enhanced System Control – The new system provides individual fixture control with full dimming capabilities. The system can be controlled wirelessly from any handheld device, PC or LAN connected device. It's simple to use and provides the owner with the most user flexible system on the market.

RECREATIONAL EXPERIENCE

TOTAL CONTROL OF POLES & ZONES





PROJECT DETAILS

From start to finish, we take your ideas and turn them into reality....

PROJECT NAME: City of The Colony Bridges Park Baseball & Tennis

PROJECT OVERVIEW

We are pleased to provide you with an Offer of Business for your Baseball Field;Tennis Courts. NGU will provide you with light levels that are sufficient with your needs related to design #: LD251235 & LD 251235A.

[Bridges Baseball & Tennis]

Scope Summary:

PROJECT SUMMARY FOR BRIDGES PARK BASEBALL FIELD: Demolition of existing HID fixtures; and installation of Ephesus LS-8 LED fixtures and required mounting hardware. New drop cables on the existing poles will be provided. AirMesh Hub provided and installed at customer's *existing electrical* 120V outlet.

Commissioning of Ephesus fixture into the wireless Synapse controls system is included. Ten-year (10) Simply Snap Cloud access for remote access of the wireless controls system. Lighting design, aiming diagram, and project management services provided.

PROJECT SUMMARY FOR BRIDGES PARK TENNIS COURTS: Demolition of existing HID fixtures; and installation of Ephesus LS-8 LED fixtures and required mounting hardware. New drop cables on the existing poles will be provided. AirMesh Hub provided and installed at customer's *existing electrical* 120V outlet at the baseball field. The tennis courts will receive a 2-button on/off convenience switch. Commissioning of Ephesus fixture into the wireless Synapse controls system is included. Ten-year (10) Simply Snap Cloud access for remote access of the wireless controls system. Lighting design, aiming diagram, and project management services provided.

Inclusions:

✓ Supply and installation of:

- Ephesus LED luminaires based on NGU's lighting designs LD251235, A.
- Aiming diagram will be provided.
- Project management services.
- TIPs Cooperative Purchase
- AirMesh Hub and Ephesus LED fixture commissioning in the wireless controls system.

Exclusions:

✗ Permitting and any associated fees

✗ Underground electrical issues, cross arm wiring deficiencies, problems found at the panel

- ✘ Prevailing wage requirements
- ✘ Ground/turf protection

Pricing is based on completing both projects at the same time to avoid multiple mobilizations, extra equipment rentals, duplicate commissioning fees, etc.

NGU Sports Lighting LLC reserves the right, with notice to the customer, to at any time and from time to time adjust pricing (including by enacting price increases) in the event of the imposition, enactment, adoption, or modification of any tariffs, duties, levies, or similar directly or indirectly affecting the products or services.

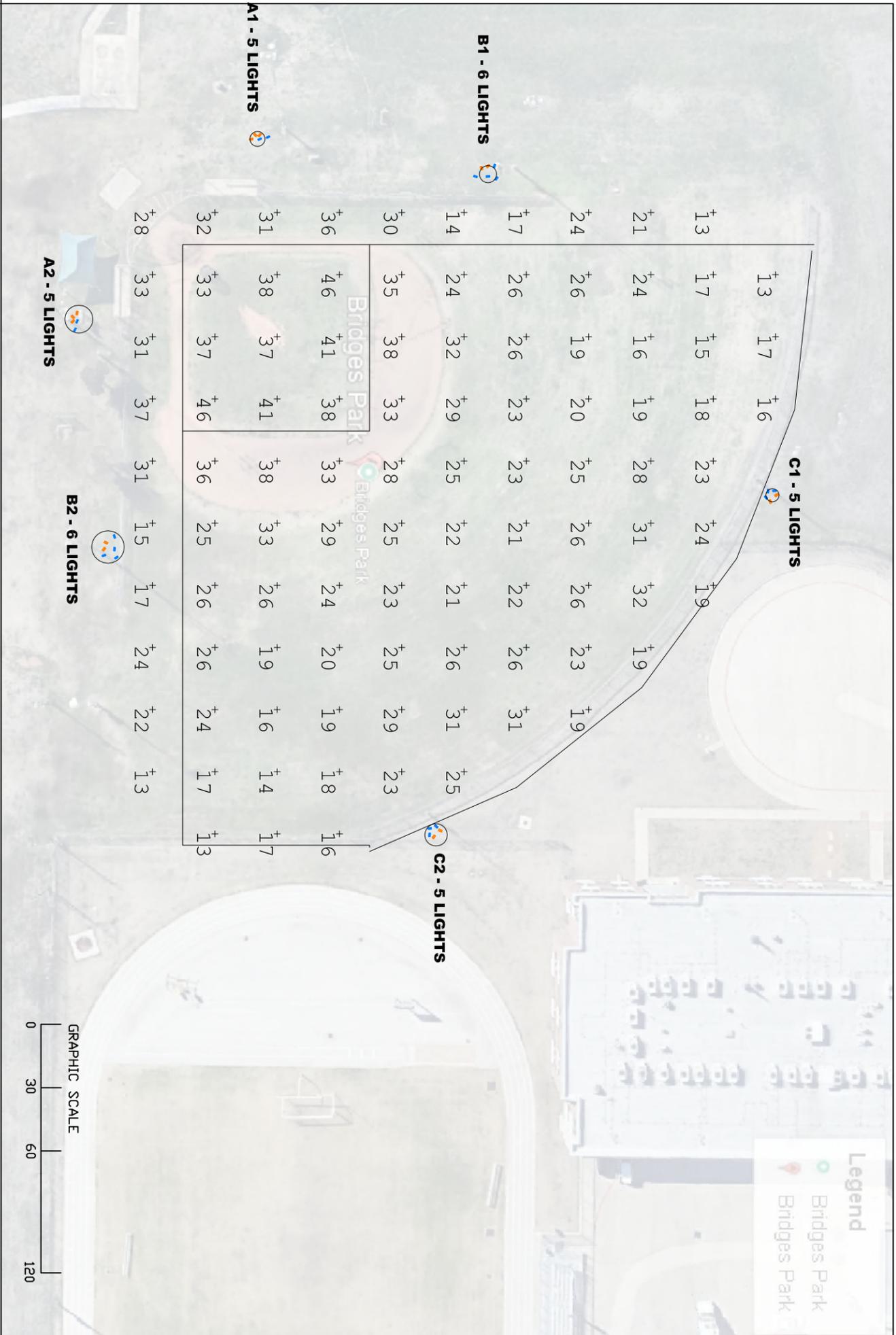
Add the direct price and adder price

TOTAL: \$190,000.00

Does not include sales tax

Luminaire Schedule							
Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
☐	18	680N-4S	EPH-08-680N-57-70-4S-HEG	0.950	109784	697.2	12549.6
☐	14	680N-5S	EPH-08-680N-57-70-5S-HEG	0.950	110013	697.2	9760.8

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
INFIELD	Illuminance	Fc	35.5	46.0	28.0	1.3	1.6
OUTFIELD	Illuminance	Fc	22.1	33.0	13.0	1.7	2.5
							CV
							0.1
							0.2
							UG



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THE INTENT OF THIS LIGHTING LAYOUT IS TO SUGGEST THE BEST UTILIZATION AND THE PERFORMANCE OF EPHEBUS LUMINAIRES REPRESENTED HERE. IT WAS BASED UPON INFORMATION PROVIDED TO NGU SPORTS LIGHTING LLC AND ANY VARIATION FROM DESIGN TO INSTALLATION MAY AFFECT THE EXPECTED RESULTS.

NGU
SPORTS LIGHTING
NEVER GIVE UP.

2401 PGA Blvd, Suite 110
Palm Beach Gardens, FL 33410
www.ngusportlighting.com
Phone: 1-855-NGU-LEDS

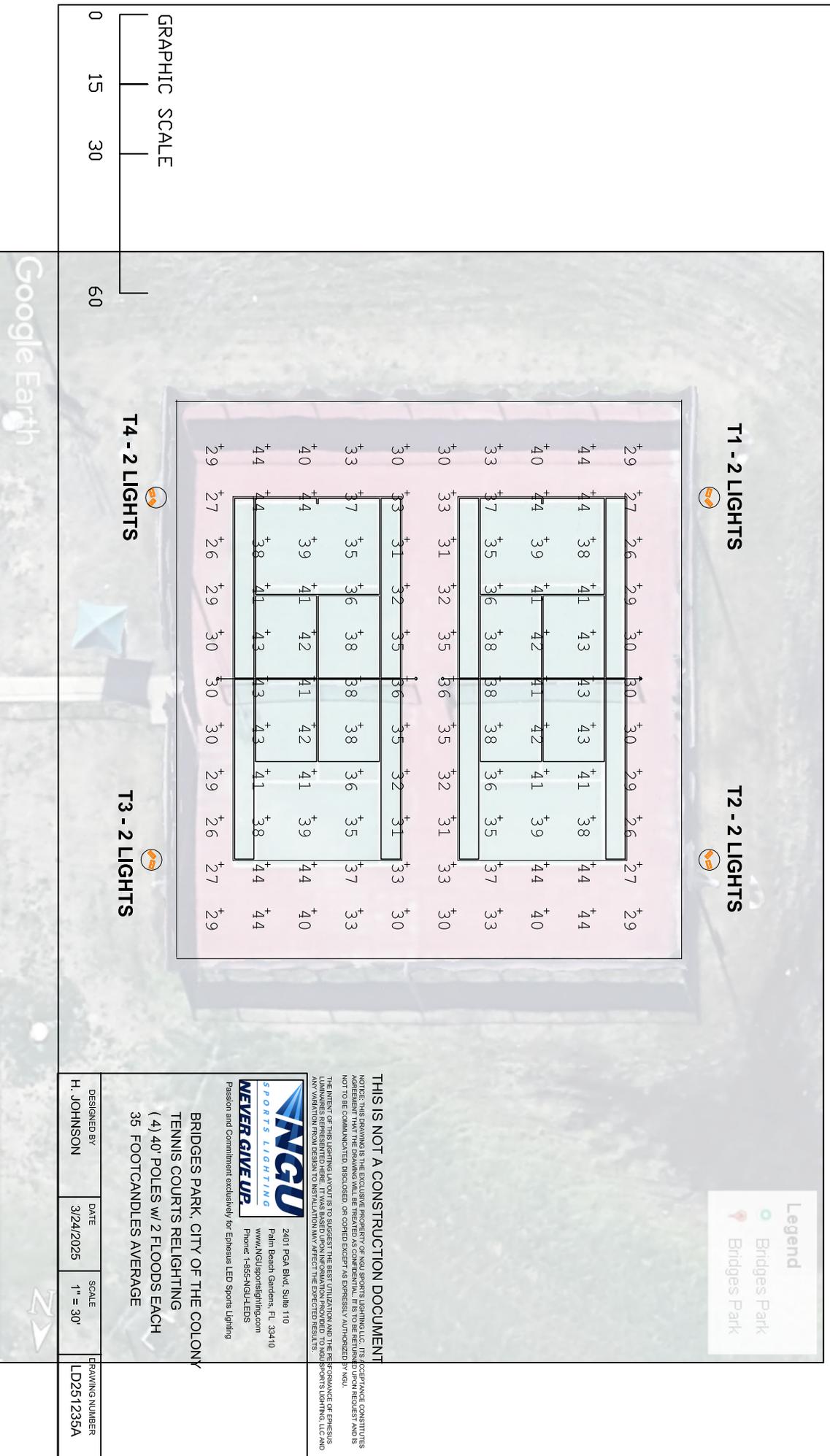
Passion and Commitment exclusively for Ephesus LED Sports Lighting

BRIDGES PARK, CITY OF THE COLONY
BASEBALL FIELD RE-LIGHTING
30/20 AVERAGE FOOTCANDLES
EXISTING POLES 65-70'

DESIGNED BY	DATE	SCALE	DRAWING NUMBER
H. JOHNSON	3/24/2025	1" = 60'	LD251235

Luminaire Schedule							
Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
□	8	530N-5S	EPH-08-530N-57-70-5S-HEG	0.950	90147	559.9	4479.2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Outfield	Illuminance	Fc	36	44	26	1.39	1.69
							CV
							0.15
							UG
							1.63



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NOTICE: THIS DRAWING IS THE EXCLUSIVE PROPERTY OF NEU SPORTS LIGHTING LLC. ITS ACCEPTANCE CONSTITUTES NOT TO BE COMMUNICATED, DISCLOSED, OR COPIED EXCEPT AS EXPRESSLY AUTHORIZED BY NEU. THE INTENT OF THIS DRAWING IS TO PROVIDE INFORMATION TO THE CLIENT AND NOT TO BE USED FOR CONSTRUCTION. ANY VARIATION FROM DESIGN TO INSTALLATION MAY AFFECT THE EXPECTED RESULTS.

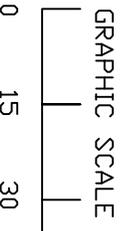
NGU
SPORTS LIGHTING
NEVER GIVE UP

2401 PGA Blvd, Suite 110
Palm Beach Gardens, FL 33410
www.NGUSportsLighting.com
Phone: 1-855-NGU-LEDS

Passion and Commitment exclusively for Epietus LED Sports Lighting

BRIDGES PARK, CITY OF THE COLONY
TENNIS COURTS RELIGHTING
(4) 40' POLES W/ 2 FLOODS EACH
35 FOOTCANDLES AVERAGE

DESIGNED BY	DATE	SCALE	DRAWING NUMBER
H. JOHNSON	3/24/2025	1" = 30'	LD251235A



Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

LUMASPORT 8 - Integral

White LED Sports & Entertainment Luminaire

Typical Applications

Ball Fields • Pro Arenas • University & Collegiate Arenas
 University & Collegiate Stadiums • Multi-Event & Convention Centers
 Gymnasiums & Field Houses

Product Certification



Interactive Menu

- Ordering Information [page 2](#)
- Dimensional and Mounting Details [page 3](#)
- Performance Data [page 6](#)
- Electrical Performance Data [page 6](#)
- Ordering Information for Accessories [page 7](#)
- Accessory Dimensions and Part Details [page 8](#)
- Example System Topology [page 11](#)

Top Product Features

- Streamlined design ideal for one-to-one integral ballast retrofit systems speeding up and simplifying installation.
- Pre-aiming capability reduces installation time and ensures aiming precision.
- Industry leading light source reliability with Chip-on-Board LEDs with an efficacy up to 174 lumens per Watt.
- Award winning glare and cutoff control via patented Hybrid Reflector and TIR Optical System.
- 4000K & 5700K CCT options to meet diverse venue requirements.
- Top Yoke, Bottom Yoke, and Pendant mounting options for flexibility in applications.
- Power redundancy insures system reliability.
- Wired DMX and Wireless AirMesh control protocols allow for system alerts, scheduling, and on-demand control of static and dynamic lighting scenes.
- Options to meet Trade Agreements Act requirements.

Mounting Configuration Examples



2QTY LUMASPORT 8 - INTEGRAL LIGHT HEADS
 SHOWN USING THE TOP MOUNT YOKE (TY)



2QTY LUMASPORT 8 - INTEGRAL LIGHT HEADS
 SHOWN USING THE BOTTOM MOUNT YOKE (BY)
 ON A EPHEBUS CATWALK BRACKET (EPH-LS-CAT-N-2-U-B)



1QTY LUMASPORT 8 - INTEGRAL LIGHT HEAD
 SHOWN USING THE PENDANT MOUNT (RP)

Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

AirMesh Hub

Wireless Lighting System Controls

Typical Indoor/Outdoor Applications

- Professional Stadiums & Arenas
- University/Collegiate Stadiums & Arenas
- K-12 Stadiums & Arenas
- Game Fields
- Practice Fields
- Multi-use Recreational & Municipal Fields
- Public Assembly & Convention Centers
- Gymnasiums & Field Houses
- Unmanned Sports Facilities

Interactive Menu

- AirMesh Hub page 1
- Product Overview page 2
- Dynamic Scenes page 3

Product Certification



Top Product Features

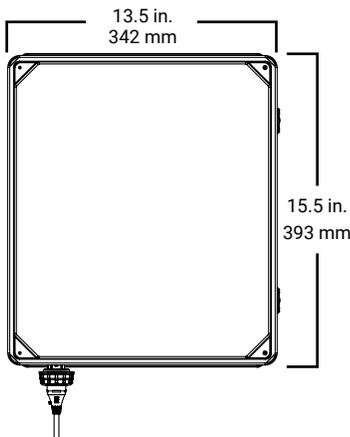
- Can be installed anywhere you need wireless, push-button control
- Five-button, pre-programmed switch provides easy control of all lights at specified dimming levels (0%, 25%, 50%, 75%, 100%)
- Can communicate via LAN connection, Wi-Fi, or through a cellular network*
- Weather-protected for outdoor venues
- Includes internal surge protection
- Enables Static and Dynamic Scenes
- Options to meet Trade Agreements Act requirements

Order Information

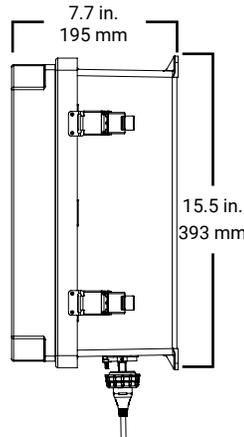
Item Description	Catalog Number
(1 qty) AirMesh Hub V3	CBSSW-450-002E-DB

Dimensional Details

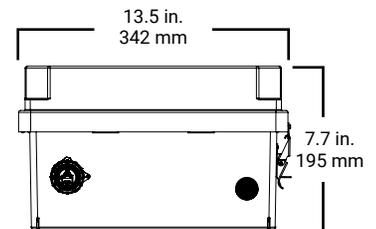
HEAD ON



LEFT PROFILE



BOTTOM



Due to our continuous improvement efforts, specifications are subject to change without notice.
*Cellular and/or data charges may apply

PROJECT DETAILS CONTINUED

Does not include sales tax

PROJECT NAME: City of The Colony Bridges Park Baseball & Tennis

NGU Terms and Conditions:

NGU Invoicing Schedule:

- 50% of the Purchase Order (PO) amount is invoiced upon receipt of the PO.
- 35% of the PO amount is invoiced upon shipment of lighting fixtures.
- 15% of the PO amount is invoiced upon completion of installation.

NGU Payment Terms:

- **Net 10** - all invoices are due within **10 days** of the invoice date

NOTE: System commissioning and controls training may be scheduled separately due to coordination with multiple parties and does not impact invoicing.

Customer has agreed to - **Supply clean electric to the pole locations**

Price is valid for 30 days, unless stated otherwise.

ACCEPTANCE SIGNATURE: _____

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NGU SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF LED LIGHTS AT BRIDGES PARK AND TENNIS COURTS TO BE FUNDED BY THE COMMUNITY DEVELOPMENT CORPORATION THROUGH THE TIPS PURCHASING COOPERATIVE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the best interest of the citizens to execute a contract with NGU Sports Lighting, LLC for the purchase and installation of LED lights at Bridges Park and Tennis Courts in the amount of \$190,000.00; and

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

Section 1. That the City Council of the City of The Colony, Texas hereby approves the purchase and installation of LED lights in the amount of \$190,000.00 at Bridges Park and Tennis Courts.

Section 2. That the purchase shall be funded by the Community Development Corporation through the TIPS purchasing cooperative.

Section 3. That the City Manager and/or his designee, are authorized to issue appropriate purchase order(s).

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS THE 6th DAY OF MAY 2025.

ATTEST:

Richard Boyer, Mayor
City of The Colony, Texas

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Public Works/Water Distribution

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to issue a purchase order to F & F Concrete, LLC in the amount of \$707,319.31 for the reconstruction of 1,027 linear feet of the west end of Keys Drive. (Whitt)

Background:

Project is not to commence until school has let out for the summer on May 23rd and construction is to be completed before school begins on August 12th. This is the first of three phases due to the length of the street and the time needed for construction.

Attachments:

[Keys_Drive Memo -Final.doc](#)

[Keys Drive - Estimate 7817 Phase 3.pdf](#)

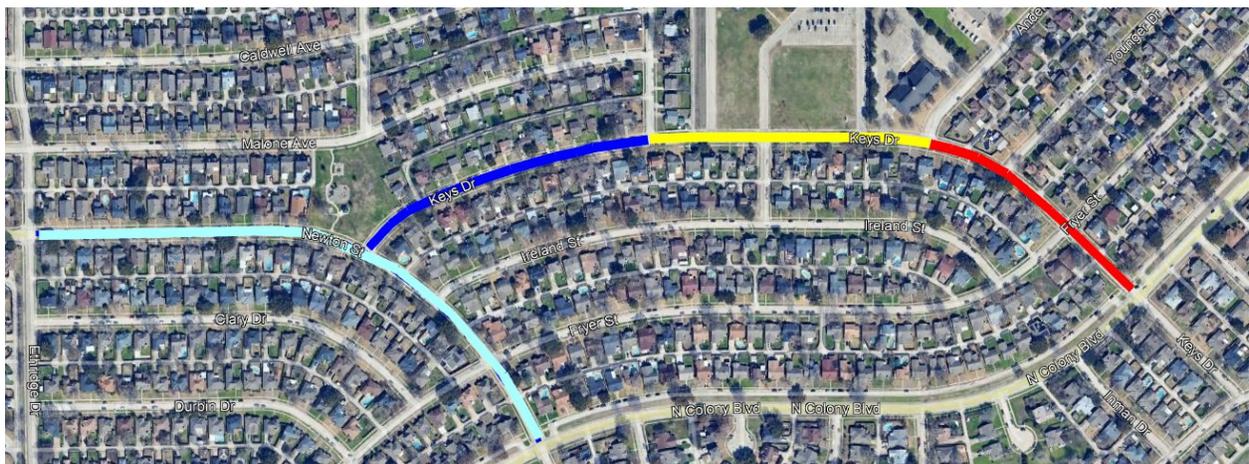
[Res. 2025-XXX F&F Concrete- Final.docx](#)



From: James Whitt, Department of Public Works
Sent: April 28th 2025
Subject: Reconstruction of Keys Drive from Newton Drive to Elliot Court

Over the last year the Public Works Department has received numerous complaints about the condition of Keys Drive. Keys Drive is an oversized street with a 60 foot Right of Way and an overall width of 41 feet. The lanes have large areas of failures, multiple long and wide cracks running the length of the road and has numerous areas with ponding and multiple areas of asphalt patch.

This repair is only for the west end, from Newton Drive to Elliot Court, the first of three phases (blue line shown below). The project is divided into 3 phases due to the length of the school summer break and the construction of Newton Street during the same time frame. The Colony Fire Department was consulted on access to the residential area north of Keys Drive and Newton Street and to the west of Lakeview Middle School, if Newton Street and all of Keys Drive were under construction at the same time this area would be cut off from rapid emergency response.



Reconstruction of Keys Drive from Newton Drive to Elliot Court

Phase one is shown in red, Phase two in yellow and Phase three in blue, light blue represents construction done by the Colony's Engineering Department.

This phasing should cause little to no disruptions, Stopping construction at Elliot Court will provide emergency access to the area north of Keys Drive and Newton Street and to the west of Lakeview Middle School. Phases 2 and 3 will be reconstructed over the next few years.

All appropriate construction signage will be displayed and notices will be delivered prior to the start of construction. This request is in addition to a purchase order that has already been issued to F & F Concrete. F & F will start on this project as soon as school lets out for the summer.



**FY 2024/2025
Street, Alleys and Sidewaik
Maintenance Funds**

Council Meeting
5/6/2025

Street, Alley & Sidewalk	Operating Funds
FY24/25 Budget	\$8,000,000.00
H & H Concrete PO # 25-05127	\$450,000.00
F & F Construction PO # 25-05037	\$2,106,242.96
F & F Construction PO# 25-05257	\$389,493.30
CI Paving PO # 25-05040	\$1,310,937.00
F & F Construction New PO request First Shool Project - Keys Drive Keys Drive: Newton St to Elliot Court	\$707,319.32
Subtotal	\$4,963,992.58
New Remaining Balance	\$3,036,007.42
Held for after the school street projects are completed this fall, there will six weeks of construction activities left before the new budget	\$1,844,036.72
Projected balance after all 2024/2025 projects have been completed to be held in reserve for emergancies	\$125,720.05

F & F Concrete, LLC

P.O. Box 1592

Rowlett, Texas 75030-1592

Proposal

Date	Estimate #
2/11/2025	7817

Phone #	Fax #
972-202-9202	469-304-0399

Name / Address
The City of The Colony 6800 Main St. The Colony, Tx. 75056

Project
Sidewalk, Street & Alley 2024-9439

Description	Cost	Qty	Total
Location: Keys Dr The Colony, Texas Contact Person: Terry Tawney Sidewalk, Street & Alley Pavement Repairs Q-1021-03			
Phase I - Keys Dr from N Colony Blvd to Anderson Dr:			
(3) Remove 6"-8" reinforced concrete pavement - 3638 SY	30.00	3,638	109,140.00
(8) Remove 6"-8" reinforced concrete alley - 212.05 SY	33.75	212.05	7,156.69
(11) Remove 4:-5" concrete sidewalk - 187 SY	21.60	187	4,039.20
(14) 4" Concrete sidewalk - 87 SY	58.25	87	5,067.75
(24) 8" Concrete for pavement - 3546.5 SY	81.00	3,546.5	287,266.50
(41) 6"-8" Alley pavement concrete - 212.05 SY	90.00	212.05	19,084.50
(47) Barrier free ramp (5' sidewalk) - 6 EA	1,800.00	6	10,800.00
(52) 6" Integral curb concrete - 1643 LF	10.00	1,643	16,430.00
(64) Flexbase provided, placed and compacted - 1026.68 Tons	75.00	1,026.68	77,001.00
(73) Saw Cut full depth concrete - 1058 LF	5.75	1,058	6,083.50
(74) Saw Cut full depth concrete sidewalk - 48 LF	4.50	48	216.00
(76) Partial depth saw cut concrete - 2027 LF	5.00	2,027	10,135.00
(77) Sod, to match existing grass - 274 SY	18.00	274	4,932.00
(80) Unclassified Excavation - 641.67 CY	45.00	641.67	28,875.15
(89) Adjust manhole to grade - 3 EA	175.00	3	525.00
(93) Adjust valve boxes - 5 EA	175.00	5	875.00
(108) Crack and joint sealing - 3414 LF	3.50	3,414	11,949.00
(111) Traffic control plan on major thoroughfare - 2 Months	3,500.00	2	7,000.00
Remove and dispose existing tree - 1 EA	3,000.00	1	3,000.00

Signature:

Total

F & F Concrete, LLC

P.O. Box 1592

Rowlett, Texas 75030-1592

Proposal

Date	Estimate #
2/11/2025	7817

Phone #	Fax #
972-202-9202	469-304-0399

Name / Address
The City of The Colony 6800 Main St. The Colony, Tx. 75056

Project
Sidewalk, Street & Alley 2024-9439

Description	Cost	Qty	Total
Remove and dispose stump - 2 EA	350.00	2	700.00
Subtotal			610,276.29
Phase II - Keys Dr from Anderson Dr to Elliot Ct:			
(3) Remove 6"-8" reinforced concrete pavement - 4327.94 SY	30.00	4,327.94	129,838.20
(8) Remove 6"-8" reinforced concrete alley - 51.33 SY	33.75	51.33	1,732.39
(11) Remove 4"-5" concrete sidewalk - 222 SY	21.60	222	4,795.20
(14) 4" Concrete sidewalk - 71.55 SY	58.25	71.55	4,167.79
(24) 8" Concrete for pavement - 4271.88 SY	81.00	4,271.88	346,022.28
(41) 6"-8" Alley pavement concrete - 51.33 SY	90.00	51.33	4,619.70
(47) Barrier free ramp - 9 EA	1,800.00	9	16,200.00
(52) 6" Integral curb concrete - 2022 LF	10.00	2,022	20,220.00
(64) Flexbase provided, placed and compacted - 1154.12 Tons	75.00	1,154.12	86,559.00
(73) Saw Cut full depth concrete - 1311.5 LF	5.75	1,311.5	7,541.13
(74) Saw Cut full depth concrete sidewalk - 72 LF	4.50	72	324.00
(76) Partial depth saw cut concrete - 2257 LF	5.00	2,257	11,285.00
(77) Sod to match existing grass - 337 SY	18.00	337	6,066.00
(80) Unclassified Excavation - 721.32 CY	45.00	721.32	32,459.40
(89) Adjust manhole to grade - 1 EA	175.00	1	175.00
(92) Adjust Sewer cleanouts - 2 EA	175.00	2	350.00
(93) Adjust valve boxes - 6 EA	175.00	6	1,050.00
(108) Crack and joint sealing - 3980 LF	3.50	3,980	13,930.00
(111) Traffic control on major thoroughfare - 2 Months	3,500.00	2	7,000.00
Subtotal			694,335.09
Phase III - Keys Dr from Elliot Ct to Newton St:			
(3) Remove 6"-8" reinforced concrete pavement - 4623.51 SY	30.00	4,623.51	138,705.30

Signature:

Total

F & F Concrete, LLC

P.O. Box 1592
Rowlett, Texas 75030-1592

Phone #	Fax #
972-202-9202	469-304-0399

Proposal

Date	Estimate #
2/11/2025	7817

Name / Address
The City of The Colony 6800 Main St. The Colony, Tx. 75056

Project
Sidewalk, Street & Alley 2024-9439

Description	Cost	Qty		Total
(8) Remove 6"-8" reinforced concrete alley - 53.78 SY	33.75	53.78		1,815.08
(11) Remove 4"-5" concrete sidewalk - 99.5 SY	21.60	99.5		2,149.20
(14) 4" Concrete sidewalk - 99.5 SY	58.25	99.5		5,795.88
(24) 8" concrete for pavement - 4397.62 SY	81.00	4,397.62		356,207.22
(41) 6"-8" Alley pavement concrete - 53.78 SY	90.00	53.78		4,840.20
(47) Barrier free ramp - 2 EA	1,800.00	2		3,600.00
(52) 6" Integral curb concrete - 2120 LF	10.00	2,120		21,200.00
(53) 6" Concrete drive approach connecting sidewalk - 108.11 SY	67.50	108.11		7,297.43
(64) Flexbase provided, placed and compacted - 1248 Tons	75.00	1,248		93,600.00
(73) Saw Cut full depth concrete - 1306 LF	5.75	1,306		7,509.50
(74) Saw Cut full depth concrete sidewalk - 108 LF	4.50	108		486.00
(76) Partial depth saw cut concrete - 1050 LF	5.00	1,050		5,250.00
(77) Sod to matching grass - 354 SY	18.00	354		6,372.00
(80) Unclassified Excavation - 780 CY	45.00	780		35,100.00
(90) Adjust existing grate inlet to grade - 3 EA	175.00	3		525.00
(93) Adjust valve boxes - 3 EA	175.00	3		525.00
(108) Crack and joint sealing - 2669 LF	3.50	2,669		9,341.50
(111) Traffic control on major thoroughfare - 2 Months	3,500.00	2		7,000.00
Subtotal				707,319.31
Subtotal				2,011,930.69

Signature: _____

Total

\$2,011,930.69

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO F&F CONCRETE, LLC FOR THE RECONSTRUCTION OF 1,027 LINEAR FEET OF THE WEST END OF KEYS DRIVE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to issue a purchase order to F&F Concrete, LLC in the amount of \$707,319.31 for the reconstruction of 1,027 linear feet of the west end of Keys Drive.

Section 2. That the City Manager and/or his designee are authorized to issue said purchase order.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 6th DAY OF MAY 2025.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Public Works/Water Distribution

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to issue a purchase order to C. I. Pavement in the amount of \$848,280.64 for the reconstruction of 2,308 linear feet of the Arbor Glen Alley from Blair Oaks Drive to Paige Road and for 686 linear feet of the Goodman Drive Alley. (Whitt)

Background:

Consider approving a resolution authorizing the City Manager to issue a purchase order to C. I. Pavement in the amount of \$848,280.64 for the reconstruction of 2308 linear feet of the Arbor Glen Alley from Blair Oaks drive to Paige Road and for 686 linear feet of the Goodman Drive Alley. (Whitt)

Attachments:

[Arbor_Glen_Alley Memo- Final.doc](#)

[ARBOR GLEN AND GOODMAN ALLEY- 5236 ARBOR GLEN- 4-29-25.PDF](#)

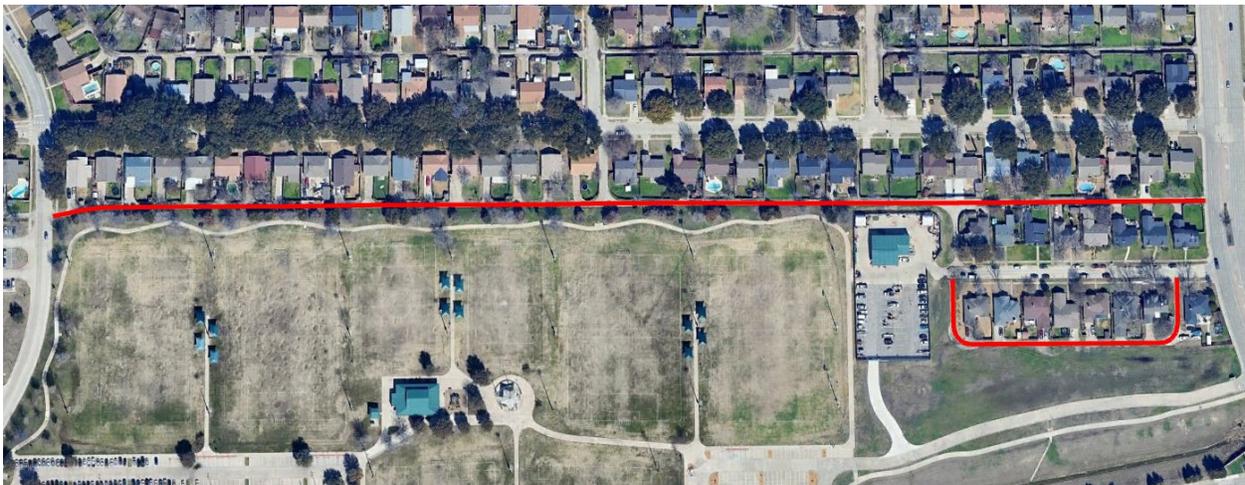
[Res. 2025-XXX CI Pavement- Final.docx](#)



From: James Whitt, Department of Public Works
Sent: April 29th 2025
Subject: Reconstruction of Arbor Glen Road Alley and Goodman Drive Alley

Arbor Glen Road alley is in very poor condition, over 50% of the road surface has failed with many long wide cracks running the length and across the road, it has numerous areas with ponding and multiple areas of asphalt patch from complete surface failure.

Project will begin prior to school letting out for the summer on May 23rd but will start on the east end at Paige Road, this should cause little to no disruptions in school traffic and construction is to be completed before school begins on August 12th.



This request is in addition to a purchase order that has already been issued to C.I. Pavement and will be started by additional crews.

All appropriate construction signage will be displayed and notices will be delivered prior to the start of construction.

The projected balance after all 2024/2025 projects have been completed has been adjusted to reflect updated project quotes.



FY 2024/2025

Council Meeting
5/6/2025

**Street, Alleys and Sidewalk
Maintenance Funds**

Street, Alley & Sidewalk	Operating Funds
FY24/25 Budget	\$8,000,000.00
H & H Concrete PO # 25-05127	\$450,000.00
F & F Construction PO # 25-05037	\$2,106,242.96
F & F Concrete PO# 25-05257	\$389,493.30
CI Paving PO # 25-05040	\$1,310,937.00
F & F Construction New PO request First Shool Project Keys Drive Keys Drive: Newton St to Elliot Court	\$707,319.32
C.I. Pavement New PO request Second School Porject Arbor Glen Alley and Goodman Drive Alley	848280.64
Subtotal	\$5,812,273.22
New Remaining Balance	\$2,187,726.78
Held for after the school street projects are completed this fall, there will six weeks of construction activities left	\$1,955,149.01
Projected balance after all 2024/2025 projects have been completed to be held in reserve for emergancies	\$232,577.78



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **20463**

Estimate Date: 29 Apr 2025
 Estimate Expires: **29 May 2025**

Job Name: Arbor Glen- Alley
 Sales Rep: Geoffrey Balkcom
 Sales Rep Cell: (817) 706-8098

Prepared For
CITY OF THE COLONY - 5236 Arbor Gle Gene Gray 6800 Main St The Colony, TX 75056

SERVICE LOCATION
5236 Arbor Glen The Colony, TX 75056

Qty	Description	Price	Total
1		0.00	0.00
	Arbor Glen alley from Paige to Blair Oaks.		
26715	Concrete - Removal	3.00 Square F	80,145.00
	Saw cut, excavate and remove 7" concrete = 26715 SF		
570	Concrete - Removal	35.00 Cubic Yar	19,950.00
	Unclassified excavation per cubic yard - Remove and haul off 6" of existing native soil/base material (approximately 570 cubic yards)		
26715	Concrete - Flex base	4.00 Square F	106,860.00
	Square footage: 26715 Areas: 1 Cubic Yards: 570 After removal of concrete and 6" excavation, install 6" of compacted flex base		
26715	Concrete - Install	12.88 Square F	344,089.20
	SF: 12424 Areas: 1 PSI & DEPTH: 4000 - 7" Approximate dimensions= 26715 sf Remove and replace existing failed drivlane to specification		
	- Excavate to a depth of 13" and remove necessary dirt and related debris from job site. - Rework and compact base with vibratory compactor as needed. - Install 6" of compacted flex base (approximately 570 CY) - Drill and dowel vertical surfaces on adjacent concrete.		



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **20463**

Estimate Date: 29 Apr 2025
 Estimate Expires: **29 May 2025**

Job Name: Arbor Glen- Alley
 Sales Rep: Geoffrey Balkcom
 Sales Rep Cell: (817) 706-8098

- Install 7" of 4000 PSI concrete with #4 rebar on 18" centers.
 - Vibrate concrete to settle components
 - Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
 - Hand trowel and broom to finish.
- ***Not responsible for irrigation or items buried in concrete.

5416 Concrete - Removal 3.00 Square F 16,248.00

Saw cut, excavate and drive approaches= 5416 SF

5416 Concrete - Install SF: 5416 12.88 Square F 69,758.08
 Areas: 33
 PSI & DEPTH: 4000 - 6"

Approximate dimensions - 5416'SF - Drive approaches in Alley
 Remove and replace existing failed driveline to specification

- Excavate and remove necessary dirt and related debris from job site.
 - Rework and compact base with vibratory compactor as needed.
 - Drill and dowel vertical surfaces on adjacent concrete.
 - Install 6" of 4000 PSI concrete with #4 rebar on 18" centers.
 - Vibrate concrete to settle components
 - Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
 - Hand trowel and broom to finish.
- ***Not responsible for irrigation or items buried in concrete.

137 Concrete - Removal 3.00 Square F 411.00

Saw cut, excavate and remove 137'SF of sidewalk

137 Concrete - Sidewalk SF: 137 10.00 Square F 1,370.00
 AREAS: 2
 PSI & DEPTH: 4000 - 4"

1. Barricade work area, excavate and remove damaged debris from job site.
 2. Rework and compact base with vibratory compactor as needed.
 3. Install cushion sand pad as necessary.
 4. Drill and dowel vertical surfaces on adjacent concrete.
 5. Install concrete with rebar per details
 6. Hand trowel and broom to finish.
- **Does not include landscape repair.



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **20463**
 Estimate Date: 29 Apr 2025
 Estimate Expires: **29 May 2025**
 Job Name: Arbor Glen- Alley
 Sales Rep: Geoffrey Balkcom
 Sales Rep Cell: (817) 706-8098

171	Concrete - Curb	LF:	171	45.00 Linear Fe	7,695.00
		Areas:	4		
		PSI:	4000 - 6"		
	1. Saw cut and excavate damaged 6" Curb. 2. Install rebar and forms to build 6" integral curb. 3. Place concrete and form to match existing curb grade. 4. Brush to smooth and uniform surface.				
72	Concrete - Removal			3.00 Square F	216.00
	Saw cut, excavate and remove 72'sf of existing flume in alley.				
90	Concrete - Install	SF:	90	10.00 Square F	900.00
		Areas:	4		
		PSI & DEPTH:	4000 - 4"		
	Install 3x8 flume in existing locations and add one new 3x6 flume to SET.				
1089	Sod Installation	Square yards:	1089	10.00 Square Ya	10,890.00
		Type:	Bermuda		
	Replace disturbed sod 2' on each side of alley				
1				0.00	0.00
	Goodman St. alley				
7833	Concrete - Removal			3.00 Square F	23,499.00
	Saw cut, excavate and remove 7" concrete = 7833 SF				
168	Concrete - Removal			35.00 Cubic Yar	5,880.00
	Unclassified excavation per cubic yard - Remove and haul off 6" of existing native soil/base material (approximately 168 cubic yards)				
7833	Concrete - Flex base	Square footage:	7833	4.00 Square F	31,332.00
		Areas:	1		
		Cubic Yards:	168		
	After removal of concrete and 6" excavation, install 6" of compacted flex base				



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **20463**

Estimate Date: 29 Apr 2025
 Estimate Expires: **29 May 2025**

Job Name: Arbor Glen- Alley
 Sales Rep: Geoffrey Balkcom
 Sales Rep Cell: (817) 706-8098

7833	Concrete - Install	SF:	7833	12.88 Square F	100,889.04
		Areas:	1		
		PSI & DEPTH:	4000 - 7"		

- Excavate to a depth of 13" and remove necessary dirt and related debris from job site.
 - Rework and compact base with vibratory compactor as needed.
 - Install 6" of compacted flex base (approximately 168 CY)
 - Drill and dowel vertical surfaces on adjacent concrete.
 - Install 7" of 4000 PSI concrete with #4 rebar on 18" centers.
 - Vibrate concrete to settle components
 - Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
 - Hand trowel and broom to finish.
- ***Not responsible for irrigation or items buried in concrete.

1464	Concrete - Removal			3.00 Square F	4,392.00
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Saw cut, excavate and drive approaches= 1464 SF

1464	Concrete - Install	SF:	1464	12.88 Square F	18,856.32
		Areas:	8		
		PSI & DEPTH:	4000 - 6"		

Remove and replace existing failed drivelane to specification

- Excavate and remove necessary dirt and related debris from job site.
 - Rework and compact base with vibratory compactor as needed.
 - Drill and dowel vertical surfaces on adjacent concrete.
 - Install 6" of 4000 PSI concrete with #4 rebar on 18" centers.
 - Vibrate concrete to settle components
 - Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
 - Hand trowel and broom to finish.
- ***Not responsible for irrigation or items buried in concrete.

50	Concrete - Curb	LF:	50	45.00 Linear Fe	2,250.00
		Areas:	2		
		PSI:	4000 - 6"		

1. Saw cut and excavate damaged 6" Curb.
2. Install rebar and forms to build 6" integral curb.
3. Place concrete and form to match existing curb grade.
4. Brush to smooth and uniform surface.



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **20463**
 Estimate Date: 29 Apr 2025
 Estimate Expires: **29 May 2025**
 Job Name: Arbor Glen- Alley
 Sales Rep: Geoffrey Balkcom
 Sales Rep Cell: (817) 706-8098

265	Sod Installation	Square yards:	265	10.00 Square Ya	2,650.00
		Type:	Bermuda		
	Replace disturbed sod 2' on each side of alley				

1	SOW Notes	0.00	0.00
	1) Traffic in the alley will be disrupted. 2) Estimate excludes permits 3) Install a new alley from Paige to Blair Oaks 4) All drive approaches will be removed and replaced to tie into new alley. 4) Customer is responsible for notifying tenants		

Total 848,280.64

EXCLUSIONS, UNLESS OTHERWISE NOTED:

Damage to underground utilities or graffiti on new pavement, bonds, testing, engineering, permits, utility adjustments, landscaping, irrigation, pre-existing drainage issues or subgrade deficiencies. Work performed on weekends may incur additional charges and any alteration from the above specifications involving additional costs will be executed only upon written order.

ACCEPTANCE & PAYMENT:

The above prices, specifications and conditions are satisfactory and are hereby accepted; CI Pavement is authorized to complete the work as specified. Any invoice past due will be subject to a late fee compounded at 2% per month prorated. Major credit cards are accepted, subject to a 4% convenience fee. CI Pavement reserves the right to file a preliminary lien notices and retains all lien rights. Taxes can be waived only upon receipt of a tax exemption certificate. 3rd party charges or undisclosed invoicing/contract portal fees will be passed through and added to invoice. Different service offerings may be invoiced separately as substantial completion is attained.

Quote Accepted By: _____

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CI PAVEMENT FOR THE RECONSTRUCTION OF APPROXIMATELY 2,308 LINEAR FEET OF THE ARBOR GLEN ALLEY FROM BLAIR OAKS DRIVE TO PAIGE ROAD AND FOR 686 LINEAR FEET OF THE GOODMAN DRIVE ALLEY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the City Council of the City of The Colony, Texas hereby authorizes the City Manager to issue a purchase order to CI Pavement in the amount of \$848,280.64 for the reconstruction of approximately 2,308 linear feet of the Arbor Glen alley from Blair Oaks Drive to Paige Road and for 686 linear feet of the Goodman Drive alley.

Section 2. That the City Manager and/or his designee are authorized to issue said purchase order.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 6th DAY OF MAY 2025.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Engineering

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to execute an Engineering Services Contract in the amount of \$664,568.00 with Quiddity Engineering, LLC to prepare construction plans and specifications for the Memorial Drive widening project. (Hartline)

Background:

Summary of Request: The City Council allocated funding for this project in the 2024/2025 CIP budget. In addition, Denton County and the City have entered into an Interlocal Cooperation Agreement for the purpose of providing engineering, right-of-way acquisition, utility relocations, inspections and construction for the widening of Memorial Drive. Pursuant to this agreement, Denton County will reimburse half of the cost of this design project. For this project, Memorial Drive will be widened from a four-lane divided arterial street to a six-lane divided arterial street from Standridge Drive to approximately 600 feet to the east of Paige Road. The objective of the widening is to improve the vehicular capacity of Memorial Drive by increasing the number of driving lanes from four lanes to six lanes. This will be accomplished by expanding the pavement width into the center median to allow for a third lane in both eastbound and westbound directions. The project will include the installation reinforced concrete paving with flex base subgrade for the new lanes, traffic signal and pedestrian improvements at the intersection of Memorial Drive/Live Oak Drive/Market Street and Memorial Drive/Paige Road, installation of pavement markings/signage, irrigation adjustments, tree and landscape modifications and the installation of new street lights. All roadway widening will occur within the existing city owned medians. The engineering design contract includes surveying, subsurface utility engineering (SUE), tree assessment, irrigation relocation, utility coordination, preparing construction plans and specifications, bidding assistance and construction management services. Staff recommends approval of the Engineering Services Contract with Quiddity Engineering, LLC. in the amount of \$ 664,568.00. With approval, the project is anticipated to be advertised for bid in May 2026.

Attachments:

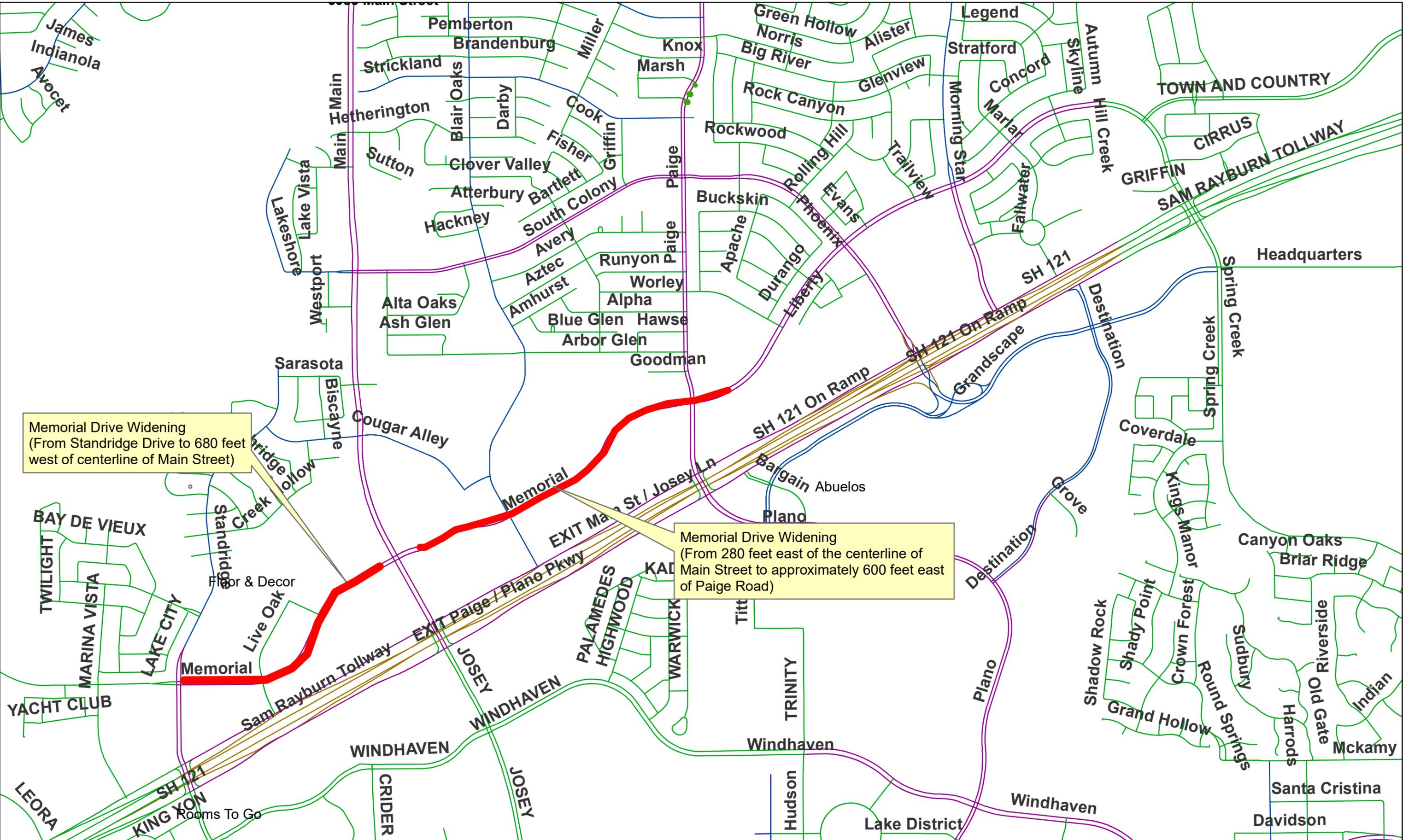
[Location Map](#)

[Existing Photos of Memorial Drive](#)

[Financial Summary](#)

[Engineering Services Contract](#)

[Res. 2025-XXX Quiddity Engineering LC - Memorial Dr Widening- final.doc](#)



Memorial Drive Widening
 (From Standridge Drive to 680 feet
 west of centerline of Main Street)

Memorial Drive Widening
 (From 280 feet east of the centerline of
 Main Street to approximately 600 feet
 east of Paige Road)



Location Map
Memorial Drive Widening (From 4 Lanes to 6 Lanes)

Approximately 680 Feet West of Memorial Drive and FM 423 Intersection

Looking East



Looking West



Approximately 250 Feet East of Memorial Drive and FM 423 Intersection

Looking East



Looking West



Approximately 600 Feet to the East of Memorial Drive and Paige Road Intersection

Looking West



FINANCIAL SUMMARY:

Are budgeted funds available: Yes

Amount budgeted/available: \$ 3,000,000.00

Fund(s) (Name and number): 897-669-6670-2510

Source of Funds: 2024-2025 General Fund Special Capital Projects

Cost of recommended contract award: \$ 664,568.00

Total estimated project cost:

\$ 664,568.00 Engineering

\$ 664,568.00 Total estimated costs

Already authorized Yes No

STATE OF TEXAS § CITY OF THE COLONY, TEXAS
 § AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DENTON §

This Agreement for Professional Services (“Agreement”) is made by and between the City of The Colony, Texas, a municipal corporation located in Denton County, Texas (“City”), and Quiddity Engineering, LLC. (“Professional”) (individually, each a “Party” and collectively, “Parties”), acting by and through the Parties’ authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services for City for the Memorial Drive Widening Project (“Project”) in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Employment of Professional

Professional will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of Professional’s profession, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Professional is representing this it has special expertise in one or more areas to be utilized in the performance of this Agreement, then Professional agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

Article II
Term

2.1 The term of this Agreement shall begin on the last date of execution hereof by all parties hereto (the “Effective Date”) and shall continue until completion of the services provided by Professional to City under this Agreement.

2.2 Professional may terminate this Agreement by giving thirty (30) days prior written notice to City. In the event of such termination by Professional, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination.

2.3 City may terminate this Agreement by giving ten (10) days prior written notice to Professional. In the event of such termination by City, Professional shall be entitled to compensation for services satisfactorily completed in accordance with this Agreement prior to the date of such termination. Upon receipt of such notice from City, Professional shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement.

Article III
Scope of Services

3.1 Professional shall perform the services specifically set forth in Exhibit A, attached hereto and incorporated herein by reference, entitled "Scope of Services". In case of conflict with the language of Exhibit A and the provisions of this Agreement, the provisions of this Agreement shall control.

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

3.3 Schematic Design Documents, Design Development Documents, Contract Documents, Drawings, Plans, Specifications and other documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives, and/or employees in connection with the Project ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project Documents. Notwithstanding the foregoing, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement or for the Project provided that City has justly compensated Professional for all effort and costs in accordance Article V of this agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City provided that City has justly compensated Professional for all effort and costs in accordance Article V of this agreement Professional shall, upon completion of the services provided under this Agreement, or upon earlier termination of this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement, and shall provide same in electronic format if requested by City. Any re-use of the Project Documents by the City on any other project not contemplated or included under this Agreement shall be at the City's sole risk, without liability to Professional.

Article IV
Schedule of Work

4.1 Professional agrees to commence services upon written direction from City and to complete the tasks set forth in Exhibit A, Scope of Services, in accordance with a work schedule established by City (the "Budget Requirements and Work Schedule"), which is attached hereto and incorporated as Exhibit B.

4.2 In the event Professional's performance of this Agreement is delayed or interfered with by acts of City or others, Professional may request an extension of time for the performance of same as hereinafter provided, and City shall determine whether to authorize any increase in fee or price, or to authorize damages or additional compensation as a consequence of such delays, within a reasonable time after receipt of Professional's request.

4.3 No allowance of any extension of time, for any cause whatsoever, shall be claimed or made by Professional, unless Professional shall have made written request upon City for such extension not later than five (5) business days after the occurrence of the cause serving as the basis for such extension request, and unless City and Professional have agreed in writing upon the allowance of such additional time.

Article V
Compensation and Method of Payment

5.1 City shall pay Professional as more specifically set forth in Exhibit "B" by payment of a fee not to exceed \$ 664,568.00.

5.2 Each month Professional shall submit to City an invoice supporting the amount for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount, and a running total balance for the Project to date.

5.3 Within thirty (30) days of receipt of each such monthly invoice, City shall make monthly payments in the amount shown by Professional's approved monthly invoice and other documentation submitted.

5.4 Professional shall be solely responsible for the payment of all costs and expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet, e-mail, and postage charges, except as set forth in Exhibit A.

5.5 Nothing contained in this Agreement shall require City to pay for any services that is unsatisfactory as determined by City or which is not performed in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

Article VI
Devotion of Time, Personnel, and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Professional compensation for such services at mutually agreed upon charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. In any event, when Professional is directed to revise or expand the scope of services under this Agreement, Professional shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Professional undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

6.2 It is expressly understood and agreed to by Professional that any compensation not specified in this Agreement may require approval by the City Council of the City of The Colony and may be subject to current budget year limitations.

6.3 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.4 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII
Relationship of Parties

7.1 It is understood and agreed by and between the Parties that in satisfying the conditions and requirements of this Agreement, Professional is acting as an independent contractor, and City assumes no responsibility or liability to any third party in connection with the services provided by Professional under this Agreement. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent, servant, representative, or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner, means and methods by which Professional's services are to be performed, subject to the terms of this Agreement. As such, City shall not train Professional, require Professional to complete regular oral or written reports, require Professional to devote his full-time services to City, or dictate Professional's sequence of work or location at which Professional performs Professional's work, except as may be set forth in Exhibit A.

7.2 Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans, and other services furnished by

Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the Project Documents and other services provided under this Agreement. Neither City's review, approval, nor acceptance of, nor payment for any of, the services provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for actual damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement. To the fullest extent permitted by law, the parties waive all claims against each other for any consequential or special damages, including without limitation loss of use of the project and loss of profit, incurred by either party allegedly due to the fault of the other regardless of the nature of the fault.

The City and Professional, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of Professional to City for any Loss, as defined below, whether arising under this Agreement, any services provided, or the project shall not exceed in the aggregate the total professional fee paid to Professional. The City waives any and all Loss and claims for Loss against Professional in excess of such limitation. City further waives all claims for Loss against the individual owners, shareholders, or employees of Professional and shall look solely to Professional for satisfaction of any such claims of Loss.

The term "Loss" means any and all actual and alleged loss, costs and damages of any nature (including without limitation, actual, special and consequential damages, vicarious liability, personal injury, death, property damage including loss of use thereof, and economic loss); and any expense (including without limitation reasonable attorney's and experts' fees and costs of litigation and defense) claimed through any direct claims, cross-claims, counterclaims or claims for subrogation, contribution or indemnity that arise, in whole or in part, in connection with this Agreement, its performance or interpretation or with respect to the project or services the Agreement describes.

Article VIII
Insurance

8.1 Before commencing work, Professional shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas and acceptable to City. Professional shall furnish to the City Director of Engineering certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of The Colony, Texas
Attention: Ron Hartline, P.E. Director of Engineering
6800 Main Street
The Colony, Texas 75056

A. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits

of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

B. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: 1) by accident, \$100,000 each accident, and 2) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

C. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

D. Professional Liability Insurance to provide coverage against any claim which the Professional and all professionals engaged or employed by the Professional become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of this Agreement and acceptance by City.

8.2 With reference to the foregoing required insurance, Professional shall endorse applicable insurance policies as follows:

A. A waiver of subrogation in favor of City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

B. The City, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

C. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

8.3 All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

Article IX

Right to Inspect Records

9.1 Professional agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Professional involving transactions relating to this Agreement. Professional agrees that City shall have access during normal working

hours to all necessary Professional facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Professional reasonable advance notice of intended audits.

9.2 Professional further agrees to include in subcontract(s), if any, a provision that any subcontractor agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further, that City shall have access during normal working hours to all such subcontractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section. City shall give any such subcontractor reasonable advance notice of intended audits.

Article X **Miscellaneous**

10.1 Entire Agreement. This Agreement and any and all Exhibits attached hereto constitutes the sole and only agreement between the Parties and supersedes any prior or contemporaneous understandings, written agreements or oral agreements between the Parties with respect to the subject matter of this Agreement.

10.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

10.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

10.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.5 Governing Law and Exclusive Venue. The laws of the State of Texas shall govern this Agreement, and exclusive venue for any legal action concerning this Agreement shall be in a District Court with appropriate jurisdiction in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.6 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

10.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Survival of Covenants and Terms. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination, including, but not limited to, Section 3.3, Article X, and, in particular, Sections 10.13 and 10.14.

10.9 Recitals. The recitals to this Agreement are incorporated herein.

10.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Ron Hartline, P.E.
Director of Engineering
City of The Colony
6800 Main Street
The Colony, Texas 75056

If intended for Professional:

Quiddity Engineering, LLC.
Attn: Chief Operating Officer
6330 West Loop South
Suite 150
Bellaire Texas 77401

10.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of, the Parties hereto.

10.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

10.13 Professional's Liability. Acceptance of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the Project Documents or other documents and work prepared by Professional, its employees, associates, agents or sub-consultants.

10.14 Indemnification. PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THIS SECTION IS LIMITED BY, AND TO BE READ AS BEING IN COMPLIANCE WITH, THE INDEMNITY SPECIFIED IN § 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT

10.15 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement. Any misrepresentation by Professional under this section shall be grounds for termination of this Agreement and shall be grounds for recovery of any loss, cost, expense or damage incurred by City as a result of such misrepresentation.

10.16 Default. If at any time during the term of this Agreement, Professional shall fail to commence the services in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the services or fail to perform any of Professional's obligations under this Agreement, then City shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Professional's nonperformance under this Agreement, the cost to City to complete the services to be performed under this Agreement is in excess of that part of the contract sum which as not theretofore been paid to Professional hereunder, Professional shall be liable for and shall reimburse City for such excess costs.

10.17 Confidential Information. Professional hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of Professional's obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Professional shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for Professional's own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning the City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilations, studies or other documents, whether prepared by Professional or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such information that is or becomes generally available to the public other than as a result of disclosure to Professional, or is required to be disclosed by a governmental authority under applicable law.

10.18 Remedies. No right or remedy granted or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each right or remedy shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

10.19 No Third Party Beneficiary. For purposes of this Agreement, including the intended operation and effect of this Agreement, the Parties specifically agree and contract that: (1) this Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Professional or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Professional.

EXECUTED this _____ day of _____, 2025.

City of The Colony, Texas

By: _____
City Manager

Attest:

City Secretary

EXECUTED this 1ST day of APRIL, 2025.

Professional
By:  _____
Name: Don Durgin, P.E.

Title: TRANSPORTATION MANAGER

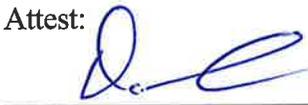
Attest:  _____
David Leslie, P.E.
Senior Project Manager

Exhibit A
Scope of Services

As part of the Denton County 2022 Bond Program, the City of The Colony (City) requested funding for the expansion of Memorial Drive from Standridge Drive to the eastern city limit, located near the BNSF Railroad. The objective of this proposed project is to improve the vehicular capacity of Memorial Drive by increasing the number of driving lanes from four to six, expanding the pavement width inward and decreasing the median widths to allow for a third lane in both eastbound and westbound directions. The overall project will be divided into multiple phases for both design and construction. The City has requested that Professional perform topographic survey and engineering services for the widening project.

This initial project contract phase (this contract) includes pavement widening along Memorial Drive for the following scope/limits:

1. Pavement widening of Memorial Drive in median from Standridge Road to roughly 680 LF west of the centerline of Main Street.
2. Signal and pedestrian improvements at the intersection of Memorial Drive and Live Oak Drive/Market Street.
3. Pavement widening of Memorial Drive in median beginning roughly 280 LF east of the centerline of Main Street to approximately 600 LF east of Paige Road.

We understand that the original horizontal and vertical roadway design, as well as the original drainage design, was prepared for the ultimate widening condition (this project). As such, we understand that the project does not include improvements to review or address existing horizontal or vertical conditions of the existing roadway.

The pavement typical section will be based on the City's typical pavement section provided in the original Memorial Drive construction plans (NDM Record Drawings dated 05/23/05) by the City (8-inch concrete over 8-inch TXDOT Type A Grade 1 or 2 Flexbase); Professional will not provide a pavement design. Vertical profile design of the paving will generally match the longitudinal grades of the existing lanes and will be a projection of the existing cross-slopes (anticipated to be approximately 2%). Horizontal geometry of the project will station the project in a "best-fit" manner suitable for layout and construction of the project.

No sidewalk modifications are anticipated, except as required by signal/pedestrian facility improvements made at the intersection of Memorial Drive and Live Oak Dr/Market Street. Waterline and sanitary sewer improvements, and storm drain system improvements are not included in the project, other than minor adjustments of surface features (water valve, manhole, etc.) deemed necessary and resulting from this roadway widening project.

Based on our understanding of the City's needs and the project area characteristics, we prepared the following scope of services and fee proposal for your consideration. Please note that this proposal has limited topographic survey. In lieu of an expanded topographic survey for plan presentation purposes, the project and appropriate delivered plan sheets will include aerial images from the latest publicly-available data.

Scope of Basic Services

1) Schematic Phase

The purpose of this task is for the Engineer to assess the initial expansion lane alignments and identify potential known conflicts. The schematic design phase shall include the following:

- a. Kickoff meeting with City representatives, with a project site visit to observe existing conditions.
- b. Identify and seek to obtain data for existing conditions in the project area such as: record drawings, impacted utilities, tree protection requirements, and plats, rights-of-way, easements, and property ownership for the Memorial Drive intersection at Live Oak Drive/Market Street.
- c. Using publicly-available aerial images as the background, prepare 30% schematic design plans showing the proposed typical sections, plan view for new main lanes and turn lane adjustments, proposed pavement striping and markers, proposed traffic signal improvements, and conflicts in the median (lighting, trees, manholes, water valves, etc.). Existing 1-foot contours will be shown. Provide 4 copies (11x17) of plans to City for review.
- d. Coordinate with City staff for the location and sizing of the contractor staging area that will be provided by the City.
- e. The City staff shall review and meet with the Engineer to discuss the schematic design.
- f. Preparation of a preliminary opinion of probable construction cost.

2) Design Phase

The purpose of this task is to continue design from comments in the schematic phase review, and complete design and construction plans for the project. The design phase shall include the following:

- a. General Design: Cover Sheet, Index, General Notes, Estimated Quantity Tables, and Technical Specifications.
- b. Typical Pavement Section: prepare pavement typical sections for the roadway based on the previously approved and constructed Memorial Drive plans as discussed in the Project Understanding of this proposal.
- c. Project Layout with Survey Control: Using publicly-available aerial images as the background, prepare project layout sheet including survey control points.
- d. Demolition and Erosion Control Plans: Using publicly-available aerial images as the background, prepare layouts to delineate and quantify the limits of removals for pavement, trees, light poles and miscellaneous items. Existing pavement striping and markers will not be surveyed. Show applicable erosion control elements, along with standard erosion control details, for the contractor to utilize in his preparation of the Storm Water Pollution Prevention Plan.
- e. Pavement Widening: Using publicly-available aerial images as the background, prepare horizontal alignment, widening geometrics, pavement widening grading plans (with spot elevations shown every 50' along proposed top of curbs). No finished cross-sections will be provided in the plans.
- f. Pavement Markings, and Signage Plan: Using publicly-available aerial images as the

background, prepare pavement marking and signage plan. Prepare marking layouts, sign types, and standard details. Signposts and specifications will be based on City standards and details.

- g. Coordinate with Oncor for relocation plan for lighting poles impacted by pavement widening. City to provide details for base, pole, bolt pattern, pull boxes and required conduit and wire size. Additional service points or metering is not included in scope of services.
- h. Details: Provide median nose grading and geometric details based on design vehicle turning movements. Compile City typical details. No other special details are included.
- i. Project Manual: Compile City Technical specifications and bidding documents into a project manual. No special technical specifications are included beyond City, NCTCOG, and TXDOT published technical specifications.
- j. Traffic Control Plan (TCP) sheets will not be prepared by Professional. Rather, Professional will coordinate with the City to develop the allowed/approved sequencing and requirements of the project for use by the contractor to prepare his own TCP for submittal and approval to the City.
- k. Attend up to three (3) progress/ submittal meetings with City Staff at City Hall.
- l. Submittals shall include the following in hard copy and pdf format (billed as reimbursables):
 - i. 60% Preliminary Design:
 - a. Drawings (4 copies 11x17) and opinion of probable construction cost
 - b. Project Manual: City Technical specifications and bidding documents
 - ii. 90% Design:
 - a. Drawings (3 copies 11x17) and opinion of probable construction cost
 - b. Project Manual: City Technical specifications and bidding documents
 - iii. Final Design:
 - a. Drawings (1 copy 11x17) and opinion of probable construction cost
 - b. Project Manual: City Technical specifications and bidding documents

3) Bid Phase Services

The Engineer shall assist the City staff in advertising the project for bids. The cost of advertisement and web portal hosting shall be the responsibility of the City. Scope includes Engineering services and assistance as stated below for one (1) bid opening. Engineer shall:

- a. Attend and assist the City with one (1) in-person pre-bid meeting. The Engineer will facilitate the technical aspects of the project, while City staff facilitate the administrative aspects of the project.
- b. Assist the City with the preparation of up to two (2) addenda to the bid documents and provide answers to bidder questions and interpreting bid documents if requested.
- c. Assist City with the opening and tabulation of the bids and evaluation of low bidder references for the two lowest bidders.
- d. Provide letter recommending award of a construction contract.

4) Construction Contract Administration

The Engineer shall represent the City in the non-resident administration of the construction contract. Services do not involve continuous or extensive on-site inspection to check or verify

means and methods, materials, or manage construction efforts. As such, the engineer cannot provide certification of the completed project beyond the limited observation described below. The proposed scope of work is based on a 9-month construction duration and includes the following:

- a. Assist the City with a pre-construction meeting.
- b. Provide 3-24" x 36" and 10-11" x 17" sets of plans and 6- sets of project manuals for the preconstruction meeting (billed as reimbursable).
- c. Review shop drawings and submittals for conformance with the design concept and general compliance with the requirements of the construction contract. This proposal assumes twelve (12) submittals and two (2) re-reviews.
- d. Attend up to twelve (12) monthly progress/coordination meetings at City Hall.
- e. Conduct up to twelve (12) site visits for observation of construction. Provide email of observed deficiencies to City if encountered.
- f. Review monthly contractor pay applications (limited to 13 (12 monthly + 1 final to release retainage)). Quantity verification and negotiation shall be provided by City prior to Engineer's review.
- g. Provide written responses for up to eight (8) contractor requests for information (RFIs) or clarifications.
- h. Review up to three (3) change orders to the contract for construction. City to negotiate change order scope, fee, additional contract time, etc. with contractor. Upon agreement and approval, the Engineer shall prepare change order documents for circulation and execution.
- i. Assist the City staff in conducting the final walk-through for general conformance with the design concept and compliance with the contract documents.
- j. Prepare construction 'record drawings' based upon markups and information provided by the City inspector and the construction contractor. Provide one (1) 24" x 36" copy of the record drawings and electronic copies in .pdf, tiff and .dwg-AutoCAD format.
- k. Assist with preparation of as-built (closeout) change order to reconcile final quantities.

Scope of Special Services

1) Traffic Signal Improvements

Professional will prepare plan sheets, quantities and details necessary for traffic signal modifications at the following intersections;

- Memorial Drive at Paige Road - Modify the existing mast arm type traffic signal (adjust signal heads, detection zones and add APS) and prepare temporary signal modification sheets necessary to adjust signal heads and vehicle detection zones as part of the traffic control plan.
- Memorial Drive at Market Street/Live Oak - Modify the existing mast arm type traffic signal (new mast arm poles in northwest and southeast corners and add pedestrian crossings to all corners) and prepare temporary signal modification sheets necessary to adjust signal heads and vehicle detection zones as part of the traffic control plan.

2) Tree Assessment and Irrigation Improvements

With the widening of paved lanes into the existing medians, there will be need for both tree removal and irrigation repairs. We understand that the City will not require tree mitigation for trees removed for this project.

The Engineer will perform a tree assessment to document the existing trees within the median (between Blair Oaks Drive and roughly 500' east of Paige Road). Location, species type (common/genus species), diameter at 4.5 feet above ground, classification (quality, heritage, secondary, or non-protected), average canopy spread, and general health/condition will be recorded for each tree. A Geographic Information Systems (GIS) figure will be developed to visually represent the field data.

Using the results of the tree survey, the Engineer will develop a memo which includes:

- a. Discussion of which trees may potentially be saved based on size of critical root zone (CRZ) and proposed pavement improvements.
- b. Provide a summary of best management practices and specifications for tree preservation during construction.

If required and authorized by the City, Engineer shall, through a qualified sub-consultant, provide design services for impacted segments of the irrigation system between Blair Oaks Drive and roughly 500' east of Paige Road. We understand that after the 30% design review, irrigation impacts and required improvements will be better understood. As such, the irrigation design and consultation will not begin until after the 30% submittal. Irrigation plans, details, and specifications will be included in the 60%, 90% and Final plan submittals. Scope includes assistance during bidding to provide clarity to scope via addenda. Scope also includes three (3) site visits/meetings for initial kickoff, one construction site visit, and final inspection with preparation of punch list.

We understand the following for the irrigation system:

- a. Existing controllers can be reused, and no new controllers are required.
- b. No new backflow devices are required.
- c. Two existing services/feeds (a 2" and a 3") can be reused and no new services/feeds are required.
- d. Only trees to remain (between Blair Oaks Dr and roughly 500' east of Paige Road) after construction of the project will be irrigated.
- e. The project will not include any provision for landscape/planter beds and/or lawn/turf irrigation.

3) Subsurface Utility Engineering (SUE)

- a. The City has requested to include SUE services to be performed as indicated on the attached (see Exhibit A-1) proposal from Yellow Rose Mapping, which said proposal defines the scope of services for the SUE Task. Engineer will coordinate SUE services in conjunction with the City. SUE proposal is an estimate and Engineer cannot guarantee final pricing. Engineer will notify City of potential increases in SUE costs prior to moving forward with services beyond the contracted amount.

4) Survey

1. Topographic Survey: Professional will survey approximately 10,100 L. F. of Memorial Drive to identify existing grades of the pavement and locate all visible, above ground improvements within the paved roadway and median. We will request Texas 811 utility locations before we begin the survey field work. The survey of Memorial Drive begins at the east Right-of-Way line of Standridge Drive and ends approximately 10,100 L. F. easterly from this point (across from the Water Park). The topographic survey scope includes:
 - a. Full cross sections every 100', from outside back of curb and gutter (not to ROW and not features beyond back of curb, including drives).
 - b. Median cross sections every 50' will include a shot in the middle of the inside lane. A typical section would be points shot at mid lane, gutter, top curb, median shots, top of curb, gutter, mid lane.
 - c. Any utilities, trees, signs, visible changes in topography/grades in the median located between the cross sections will also be tied.
 - d. No pavement markers or striping will be tied.
 - e. Provide a detailed topographic survey of the southeast corner of Memorial Drive and Market Street. Topo will include 20' beyond the right-of-way for purposes of locating a position for the proposed traffic signal pole and associated improvements.
 - f. 1' contours will be generated and presented for existing conditions within the survey area.
 - g. No offsite survey beyond the limits of the project described is included.
 - h. Surveys for contractor storage and staging areas are not included in the scope of services.
2. Control for Contractors: Professional will set control points along Memorial Drive for contractors to use during construction. We will set the control points spaced approximately every 400'. The 26 control points will be set clear of the proposed construction. The control points will be labeled with the type of monument set, the Northing, Easting and Elevations. Control points will be set one time. Control points will be shown on the construction plans.
3. Boundary Research/Survey: Professional will do the research for and download the deeds and plats if platted, of the four tracts of land at the intersection of Memorial Drive and Market Street. The established rights-of-way for Memorial Drive and Live Oak / Market Street are required for proper placement of the pedestrian and signal improvements.
4. Easement Document: Should the proposed signal pole require being located on private party in the southeast corner of Memorial Drive and Market Street (the La Quinta property), an easement document will be prepared using the boundary from Item C above. Professional will prepare an exhibit and a metes and bounds description of the proposed easement. The Easement Document will be signed and sealed by an R.P.L.S. Appraisals and property owner coordination and/or negotiation is not included in the scope of services.
5. DWU Easement Research and Plotting: Professional will acquire the services of Courthouse Research Specialists to obtain copies of the recorded easement/easements for the DWU water line along Memorial Drive between Standridge Drive and the La Quinta property at the southeast corner of Memorial Drive and Market Street. Professional will

show the easement in accordance with the recorded easement documents or according to the water line markings located by SUE in this project.

6. Manhole Flowline Measures: Should the proposed median improvements require the relocation of existing light poles, this Task will provide a means for the City to authorize Professional to mobilize our survey crew to establish depth and size of pipes at the manholes and establish approximate direction of pipe; this is not SUE. Once Oncor and the City agree to relocation of impacted poles, Professional can work with the City to determine which manholes and/or inlets require confirmation of depths with respect to the improvements. No work on this Task will proceed until authorized in writing by the City. This Task will be an hourly Task with a not-to-exceed amount as shown in the Proposed Fees section of this proposal.

5) **Utility Coordination**

It is anticipated that efforts will be required by the Engineer to coordinate with City staff for potential conflicts between existing utility locations and proposed improvements. City staff to provide Engineer with contact information for current utility company contacts within the project area. Upon approval from City, Engineer will submit 30%, 60%, and 90% plans to utility owners within the project area requesting the utility owner to review the project and advise of known conflicts with the proposed improvements and for a schedule for relocation. This proposal does not include preparation of utility relocation exhibits/plans, easement documents, etc.

Known areas of potential utility conflicts requiring coordination include 1). the median (DWU waterline) along Memorial Drive between Standridge Road and Live Oak/Market Street; and 2) the northwest and southeast corners of the intersection of Live Oak/Market Street and Memorial Drive. This proposal includes an estimated budget as indicated in the Proposed Fees section of this proposal. The budget assumes 1). Engineer will provide plans to utility companies via contact information provided by City; 2). Two virtual meetings will be coordinated and facilitated by Engineer with utility owners (as a group, excluding DWU); 3). Two virtual meetings will be coordinated and facilitated by Engineer with DWU to learn about their requirements for improvements within the median (pavement widening, relocation of light pole foundations and conduit/wiring, etc.), and to seek approval for such improvements. Engineer will submit plans to DWU at the milestones indicated in this section.

6) **TDLR Submittal**

It is anticipated that a submittal for TDLR review by a Registered Accessibility Specialist (RAS) will be required for the project since pedestrian improvements will likely exceed \$50,000 of construction value. Engineer will engage the RAS and will coordinate TDLR registration of the project, submittal of the plans to RAS, and post-construction RAS inspection. This proposal includes an estimated budget as indicated in the Proposed Fees section of this proposal.

Information Provided by City

The following information shall be provided to the Engineer.

1. Record drawings for infrastructure in the project area.
2. Franchise utility contact information for local representatives.

3. Provide Notice of Entry to all property owners along the corridor if required.
4. City Standard pavement section, or desired section to maintain consistency with existing roadway, including subgrade preparation and treatment.

Project Schedule

Professional will endeavor to complete the scope of services defined herein in accordance with a mutually agreed schedule between Engineer and City. The Engineer understands the proposal/agreement is to be presented for consideration by Council in April 2025, with an anticipated written Notice to Proceed soon thereafter and delivery of the executed contract document. Coordination with franchise utilities, as well as DWU, may impact the schedule. The anticipated project schedule is provided as Exhibit B.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal assumes that previous designs for the project limits considered the ultimate widening (this project). As such, existing horizontal and vertical roadway geometrics, along with existing drainage systems, will not be reviewed or modified by this project.
2. Geotechnical engineering or investigations are not included in the scope of services.
3. Environmental evaluations or permitting is not included in the scope of services.
4. Structural engineering design is not included in the scope of services.
5. Traffic studies, traffic counts, and traffic signal timing plans are not included in the scope of services.
6. No pedestrian, signal improvements, or other improvements are anticipated or included within the intersections within the project limits except for those noted herein.
7. Attendance or presentations to city council or neighborhood organizations can be performed as an additional service if needed.
8. Topographic and boundary survey of the proposed contractor's staging area is not included.
9. Review or permit fees associated with the project shall be paid by the Client, or if paid by Professional, shall be considered as a reimbursable expense. Fees for review or permit are not included in this proposal, unless explicitly noted otherwise.
10. Additional hourly services to be negotiated using Professional's current Schedule of Hourly Rates.
11. Reimbursable expenses including outside services not performed by Professional personnel shall be billed as a reimbursable plus a 10% administration fee.

Exhibit B
Budget Requirements and Work Schedule

Budget Requirements:

The services will be completed on a project total fee, not to exceed \$ 664,568.00. No work outside the approved scope of work should be performed by the Professional without prior written approval and Change Order to the signed contract. If the Professional sees the Scope of Services changing so that Additional Services are needed, the Professional will notify City for City's approval before proceeding.

The Engineer shall be compensated on the following lump sum basis, unless noted otherwise. Additional Services or hourly services shall be performed based on the attached rate schedule.

Basic Services

Schematic Phase	\$ 97,155.00
Design Phase	\$267,310.00
Bid Phase	\$ 15,460.00
Construction Contract Administration	<u>\$ 65,790.00</u>
SUBTOTAL	\$445,715.00

Special Services

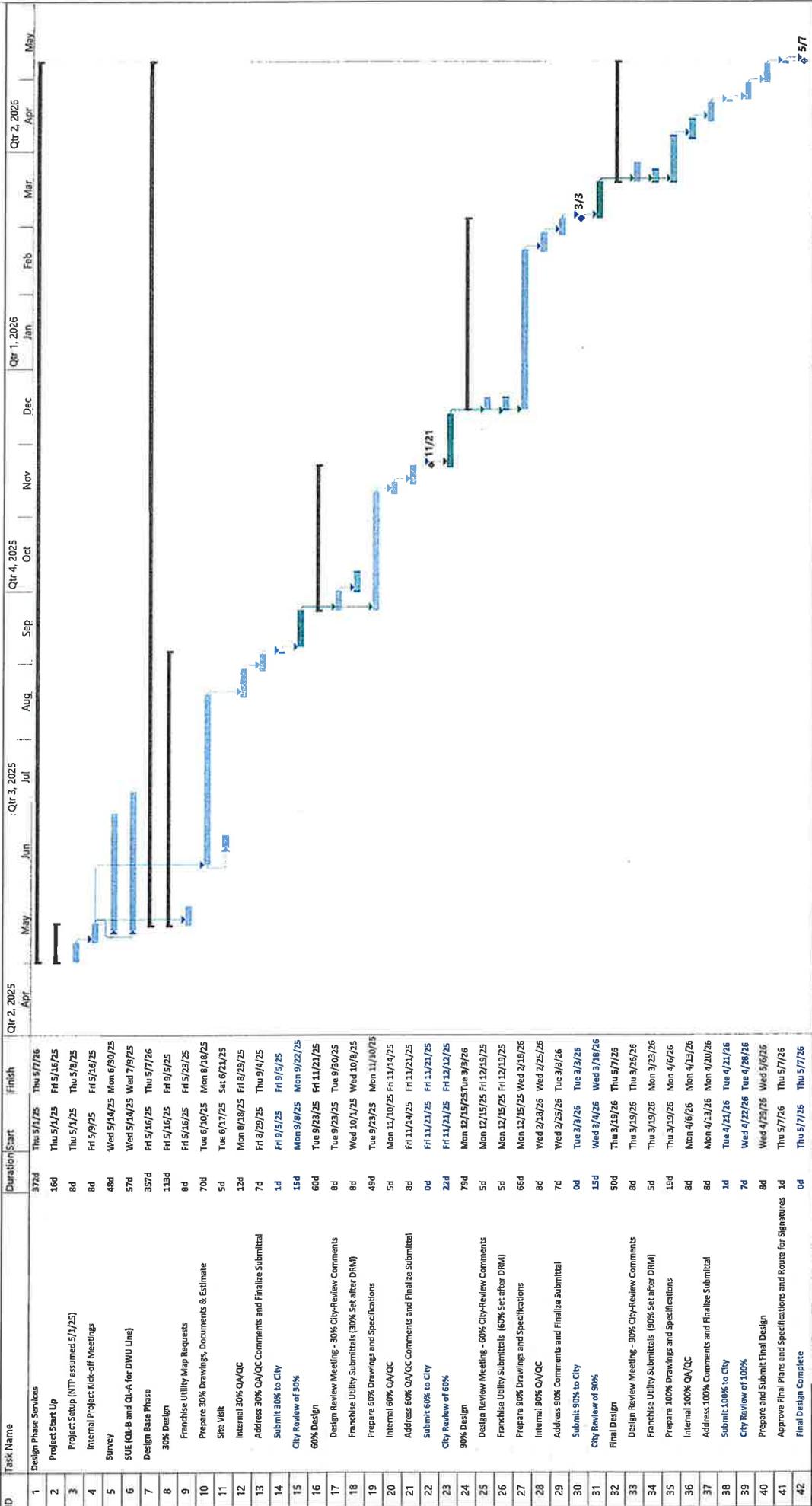
Traffic Signal Improvements	\$ 70,330.00
Tree Assessment	\$ 10,070.00
Irrigation Improvements	\$ 9,880.00
Subsurface Utility Engineering (SUE)	\$ 27,753.00
Survey - Topographic Survey	\$ 50,200.00
Survey - Control for Contractors	\$ 4,700.00
Survey - Boundary Research/Survey	\$ 8,800.00
Survey - Easement Document	\$ 3,200.00
Survey - DWU Easement Research and Plotting	\$ 4,650.00
Survey - Manhole FL Measures (hourly not to exceed)	\$ 10,600.00
Utility Coordination (hourly, estimated)	\$ 8,750.00
TDLR Submittal (hourly, reimbursable, estimated)	\$ 6,920.00
Reimbursables (estimated)	<u>\$ 3,000.00</u>
SUBTOTAL	\$ 218,853.00

CONTRACT TOTAL **\$ 664,568.00**

Work Schedule:

The proposed scope of work in Exhibit A is anticipated to be completed within approximately 12 months of design time from receipt of an official notice-to-proceed. A detailed work schedule by tasks is attached as part of this Exhibit B.

EXHIBIT B - PROJECT SCHEDULE
 City of The Colony
 MEMORIAL DRIVE WIDENING PROJECT
 Cuddihy Engineering, Inc.



Date: Fri 3/21/25

Task Split Milestone

Summary Project Summary Inactive Task

Inactive Milestone Inactive Summary Manual Task

Direction-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks

External Milestone Override Progress

Manual Progress

Page 1

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2025 – _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES CONTRACT BY AND BETWEEN THE CITY OF THE COLONY AND QUIDDITY ENGINEERING, LLC. FOR PREPARATION OF CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE MEMORIAL DRIVE WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Consultant have entered into an Engineering Services Contract to prepare construction plans and specifications for the Memorial Drive widening project; and

WHEREAS, the City has determined that it is in the best interest of the City to enter into the Contract with Quiddity Engineering, LLC; and

WHEREAS, with this Contract the City of The Colony is agreeing to the services not to exceed the amount of \$664,568.00 for such work.

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

Section 1. The Engineering Services Contract, having been reviewed by the City Council of the City of The Colony, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS 6th DAY OF MAY, 2025.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: Planning

Item Type: Ordinance

Agenda Section: regular agenda items

Suggested Action:

Conduct a public hearing, discuss and consider an ordinance request for a Specific Use Permit Amendment (SUPA) to SUP Ordinance No. 2023-2512 to allow for an existing Studio (dance) of TYC Dance located at 6700 Main Street, Suites 131 and 132 to expand the operation to include Suite 149 and increase the overall square footage from approximately 4,176 sq.ft to approximately 6,116 sq.ft, located within the Shopping Center (SC) Zoning District and Gateway Overlay District. (Williams)

Background:

please see the attached staff report, drawings, maps and illustrations for detailed land use, site layout and staff recommendations

Attachments:

[SUPA25-0001 TYC Dance Expansion - SUPA CC Staff Report DRAFT.doc](#)

[SUPA25-0001 - The Young Company Dance Exhibits.pdf](#)

[Ord. 2025-XXXX TYC Dance - SUP Amendment Final.docx](#)

CITY COUNCIL REPORT

AGENDA DATE: May 6, 2025

DEPARTMENT: Planning and Development Department

SUBJECT: SUPA25-0001 – 6700 Main Street, Suite 131 TYC Dance (Studio dance use) – Specific Use Permit Amendment

Conduct a public hearing, discuss and consider an ordinance request for a Specific Use Permit Amendment (SUPA) to SUP Ordinance No. 2023-2512 to allow for an existing Studio (dance) of “TYC Dance” located at 6700 Main Street, Suites 131 and 132 to expand the operation to include Suite 149 and increase the overall square footage from approximately 4,176 sq.ft to approximately 6,116 sq.ft, located within the Shopping Center (SC) Zoning District and Gateway Overlay District.

OWNER/ENGINEER

Owner: Lakeridge LTD P/S Dallas, Texas
Applicant: Jalyn Stough Allen, Texas

EXISTING CONDITION OF PROPERTY

The property is currently developed as the Lakeridge Shopping Center located at 6700 Main Street. On December 3, 2001 the City Council passed an ordinance to allow a Studio (Dance) within the floor plan of 6700 Main Street, Suite 131. In May of 2023, City Council amended the ordinance to expand the use space to Suite 132.

PROPOSED DEVELOPMENT

The applicant requests a Specific Use Permit (SUP) Amendment to expand the existing suites 131 and 132 Studio Dance operations to include the area of suite 149. The expansion will increase the studio (dance) use area from 4,176 square feet to 6,116 square feet.

The proposed suite 149 expansion will include an additional dance studio, storage area and two bathrooms.

PRIOR ACTION

On April 22, 2025 the Planning and Zoning Commission recommended (5-0) to approve the request regarding the Specific Use Permit Amendment (SUPA) to expand the operation of a Studio (Dance) use to include Suite 149 and increase the overall square footage from approximately 4,176 sq.ft to approximately 6,116 sq.ft, located within the Shopping Center (SC) Zoning District and Gateway Overlay District.

ADJACENT ZONING AND LAND USE

- North - General Retail (GR) Zoning District – The Colony City Hall
- South - Single Family 4 (SF-4) Zoning District - Residential
- East - Single Family 4 (SF-4) Zoning District - Residential
- West - Shopping Center (SC) Zoning District – Oaks Village Shopping Center

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) finds the SUP amendment meets the requirements of The Colony Code of Ordinances, Appendix A, Zoning Ordinance and other applicable ordinances as outlined in the Staff Report.

ATTACHMENTS

1. Staff Analysis
2. Location Map
3. Applicant Narrative
4. Development Plan

ATTACHMENT 1

Staff Analysis

Land Use Analysis

The subject site is located within the Shopping Center (SC) Zoning District. The Zoning Ordinance requires a Specific Use Permit for Studio uses, including art, music, ceramics, drama, speech, dance or similar personal skills or art. The existing suites 131 and 132 presently have an SUP; however, the zoning ordinance conditions no specific use permit may be established, enlarged or altered unless city council issues a zoning amendment ordinance. The proposed enlarged use area will occupy the existing suite 149, an unoccupied suite. The applicant intends to operate “TYC Dance” Monday to Friday from 9 a.m. until 8 p.m. and Saturdays 9 a.m. until 1 p.m.

Specific Use Permit (SUP) Criteria

In accordance with Section 10-905 (Special Use Permits - Approval Criteria) of the Zoning Ordinance, the Planning and Zoning Commission and City Council shall review and evaluate a Specific Use Permit application using the following criteria:

- 1. Conformance with the City of The Colony’s Comprehensive Plan;**
The Future Land Use Map identifies this area as “Mixed Use Center” which includes commercial, entertainment and community service uses. The proposed land use is in conformance with The Colony Comprehensive Plan.
- 2. Conformance with applicable regulations and standards established by the zoning regulations;**
With the approval of the SUP amendment, the application will be in conformance with the Zoning Ordinance.
- 3. Compatibility with existing or permitted uses on abutting sites, in terms of building height, build and scale, setbacks on open spaces, landscaping and site development, access and circulation features, architectural compatibility;**
The proposed Studio (dance) use is generally compatible with the approved uses on abutting sites. The area surrounding the suite are mainly retail and service businesses.

4. **Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area, existing zoning and land uses in the area;**
The site layout for the subject site has been reviewed and has been previously approved by the City, which meets traffic circulation and associated requirements.

5. **Protection of persons and property from erosion, flood, or water damage, fire, noise, glare, air quality, generation of dust and odors, and similar hazards and impacts;**
The subject site was developed in accordance with the applicable regulations at the time of construction.

6. **Location, lighting and type of signs; the relation of signs to traffic control and adverse effect of signs on adjacent properties;**
All existing lighting will remain as previously approved. All signage shall be reviewed in accordance with the Sign Ordinance.

7. **Adequacy and convenience of off-street parking and loading facilities;**
The subject site meets the Zoning Ordinance requirements for off-street parking. The off-street parking schedule does not anticipate an increase in demand of off-street parking.

8. **Determination that the proposed use and site development, together with any modifications applicable thereto, will be compatible with existing or permitted uses in the vicinity;**
Developments within Shopping Center (SC) Zoning District generally consist of retail activities. The proposed development expansion of Studio (dance), is consistent with the intended uses for Shopping Center (SC) Zoning District and compatible with the surrounding land uses within the vicinity.

9. **Determination that any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses in the same district and surrounding area**
No special conditions are being recommended by staff. The proposed use as requested is not anticipated to create any unfavorable impacts on nearby uses in the same district and surrounding area.

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

Infrastructure Improvements

No specific public infrastructure improvements are planned for this area.

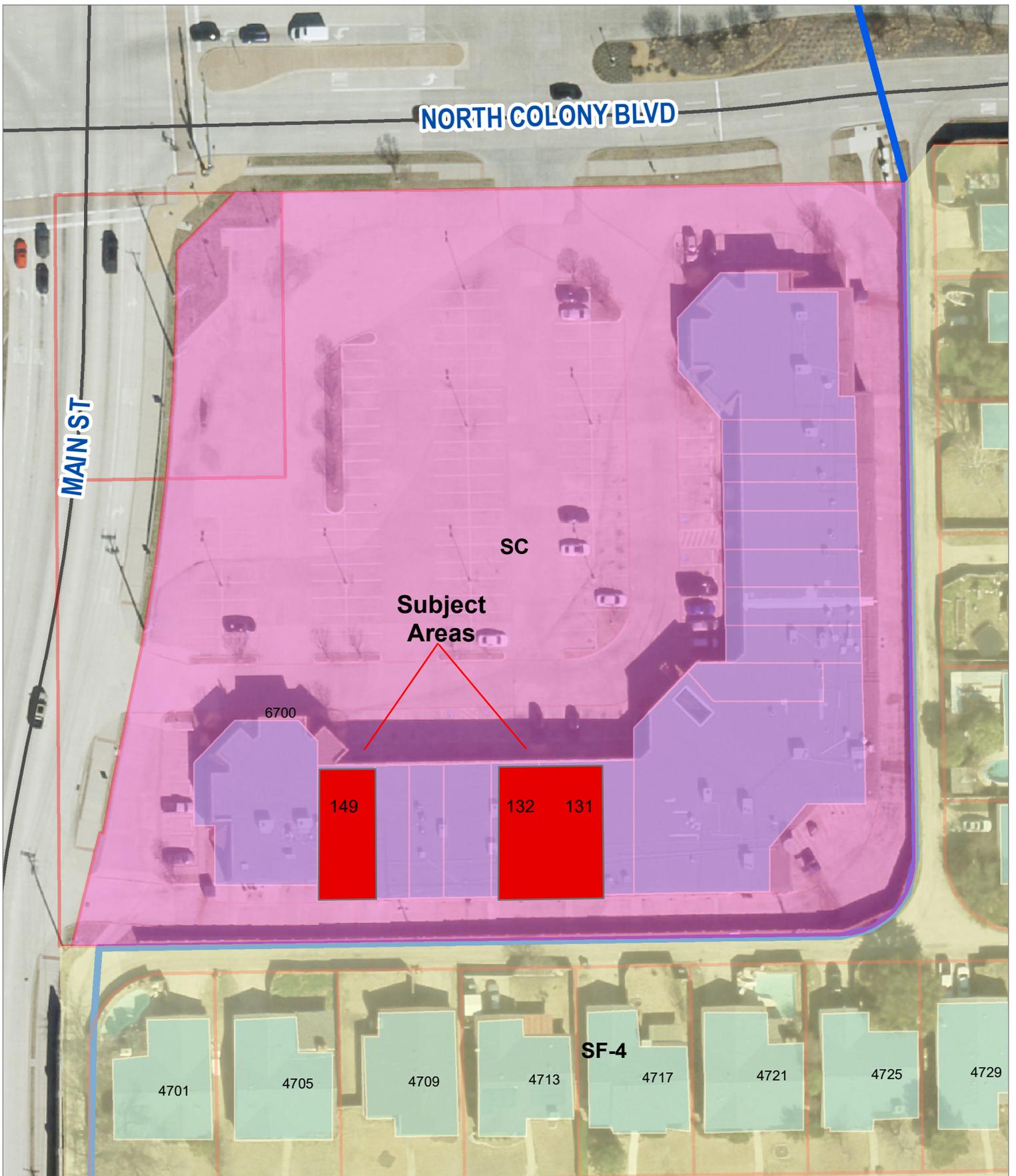
Notification

The Zoning Ordinance requires newspaper notification a minimum of ten (10) days prior to the Planning and Zoning Commission meeting. Notice for this SUP Public Hearing was published in *The Dallas Morning News* on April 11, 2025. In addition, the Zoning Ordinance requires

notification of property owners located within 200 feet of the subject property a minimum of ten (10) days prior to the public hearing. Public Hearing notices were mailed on April 11, 2025 to adjacent property owners. The applicant has provided two (2) letters of support from neighboring suites 148 and 150. No additional comments either for or against the SUP were received as of printing of this packet.

Development Review Committee Review

The Development Review Committee (DRC) finds the SUP amendment request meets the requirements of The Colony Code of Ordinances, Appendix A, Zoning Ordinance as outlined in the Staff Report.



**Project No: SUPA25-0001 - The Young Company Dance - 6700 Main St
Suites 131-132 and 149**



- Shopping Center
- 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.



Studio Expansion Proposal

FEBRUARY 25, 2025

HOURS OF OPERATION:
9 AM - 8 PM
MON-FRIDAY
SAT 9 AM - 1 PM



We are The Young Company

The Young Company (aka TYC Dance) is a competitive and recreational dance school.

Founded in 2022 by Jalyn Stough, professional dancer, Dallas Cowboy Cheerleader and experienced dance teacher for both young children and advanced dancers. TYC dance focuses on progressive and high quality dance education, utilized to develop, nurture, encourage, challenge and motivate our students in the pursuit of their artistic goals, aspirations and dreams. There is a place for every dancer at The Young Company and we strive to mold them into successful young adults both on and off the stage. From the little girl who loves to twirl in front of her bedroom mirror, to the teen who aspires to dance on Broadway, we offer a wide variety of classes for ages 2-18.



Curriculum

TYC dance offers dance classes for ages 2-18. years of age in all formats including ballet, jazz, contemporary, hip hop, tap, acro and technique.

Staff

Our faculty is trained and educated, with teaching and performance experience from across the US. In addition to their years of experience, the TYC staff has been seen on national stages, dance tours, professional arenas and television. Our team is here to create lasting relationships with your dancer while cultivating their passion, discovering their potential and inspiring them to excellence.

Our Goal

TYC Dance intends to grow as a dance studio, offering more class opportunities to serve local community. Our only intention is to offer dance and fitness instruction to the local community.

Our Staff

The Young Company Staff is comprised of professionally trained dancers and choreographers. Many with experience dancing and cheering for NFL and NBA teams.



JALYN STOUGH, OWNER AND ARTISTIC DIRECTOR

DALLAS COWBOYS & NY JETS PROFESSIONAL CHEERLEADER

15 YEARS EXPERIENCE WITH DANCE & COMPETITIVE DANCE INSTRUCTION



ROBIN YOUNG, CO-DIRECTOR
OVER 20 YEARS OF EXPERIENCE
MANAGING COMPETITION DANCE TEAMS



GIOVANNA RAMOS
NY JETS CHEERLEADER



SOPHY LAUFER
DALLAS COWBOYS CHEERLEADER



SAVANNAH DASTRUP
TCU SHOWGIRL



JENA HENDRIX
PROFESSIONAL DANCER



JORDAN JOHNSON
DALLAS COWBOYS RYTHYM
AND BLUE DANCER



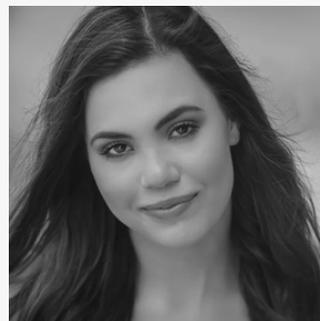
RYAN MCBRIDE
DALLAS COWBOYS RYTHYM AND BLUE
DANCER



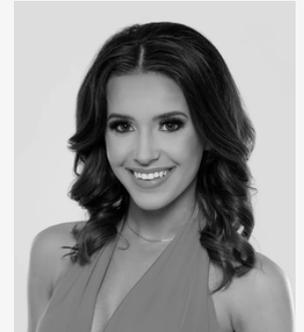
MADELINE SALTERS
DALLAS COWBOYS CHEERLEADER



KAYDIANNA DAVIS-GARZA
DALLAS COWBOYS CHEERLEADER



DAYTON BRAMHALL
PROFESSIONAL DANCER



MADDIE KRUEGER
DALLAS COWBOYS CHEERLEADER



EXPLANATION FOR NEW SATELLITE STUDIO

As our studio has grown, so has the need to provide additional classes to accommodate the growth.

The new satellite studio will allow us to include more acro dance classes (*which require more square footage*).

THE YOUNG COMPANY EXPANSION PROPOSAL



With the new satellite studio, we will be able to add additional class times to our schedule.

The added space will serve as:

- Additional Dance studio
- One additional restroom
-

Other key points:

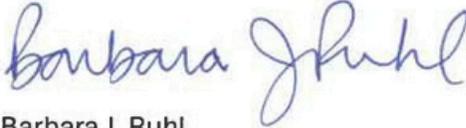
- Average Occupancy in this new space: 25 students
- No beverage sales
- Not a "dance hall"
- No large speaker or sound system (use portable speakers)
- Tenants/Landlord/Building Owner have already approved a dance studio being part of the shopping center.

March 11, 2025

Project Name: The Young Company Satellite Studio SUP Amendment

The landlord of Lakeridge Plaza, Lakeridge, Ltd., located at 6700 Main Street, The Colony, TX has no objection and is 100% in favor of a zoning change and/or ordinance that would allow The Young Company Satellite Studio to move into Suite 149, while operations of the Studio continue in Suites 131 and 132.

Sincerely,



Barbara J. Ruhl
President
TY Commercial Group
Managing Agent for Lakeridge, Ltd.



DANCE

Attention The Colony City Council:

Welcome to The Colony

TYC satellite studio

Sincerely, *Romo's*
The Colony

T Y C

DANCE

Attention The Colony City Council:

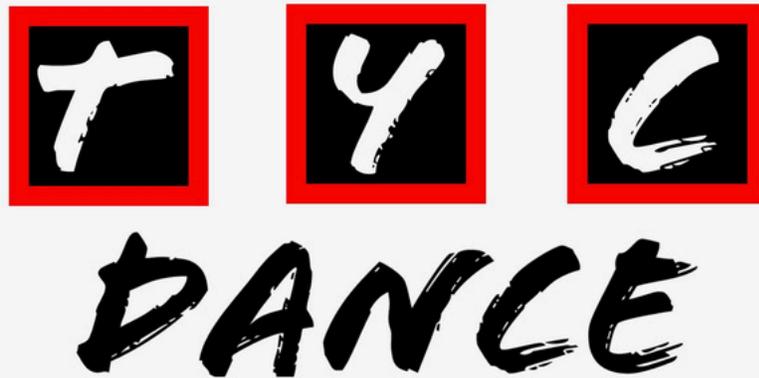
I am so happy that will bring
more customers and help our
business.

Sincerely,

Mariela Lindalpe

McJims. Pizza

ef.



For more information on our studio,
please visit:
www.tycdance.com

6700 MAIN STREET SUITE 131 THE COLONY, TX 75056

JALYN STOUGH, OWNER AND STUDIO DIRECTOR

HELLO@TYCDANCE.COM

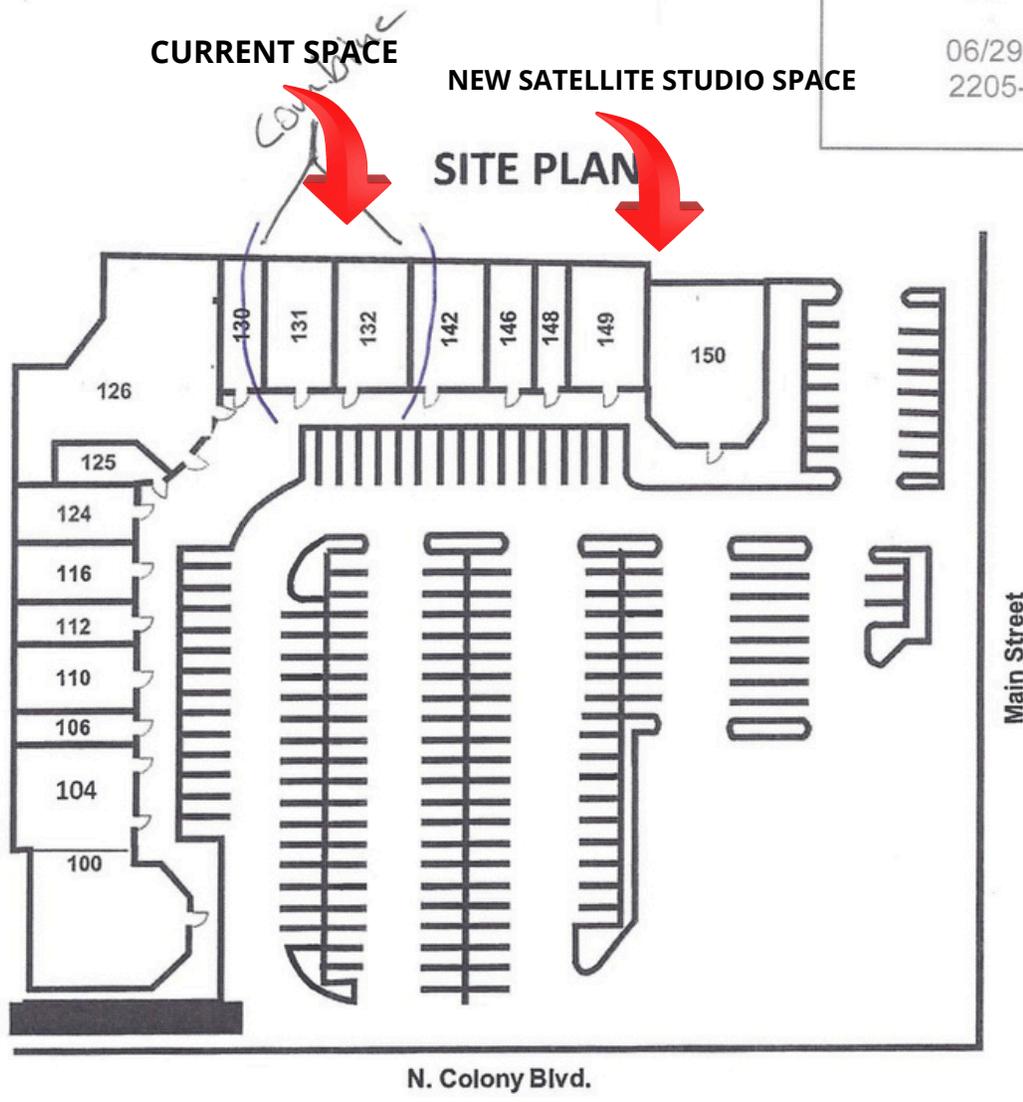
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SITE PLAN



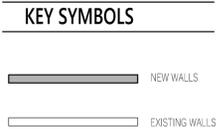
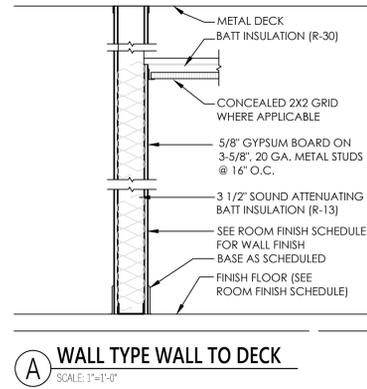
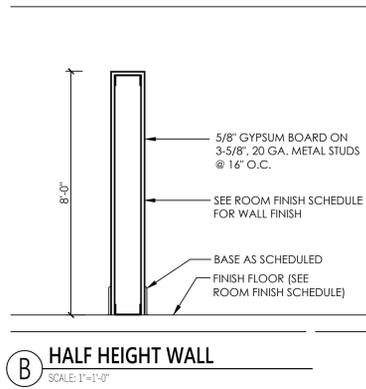
Lakeridge Plaza
6700 Main St
The Colony 75056

CITY OF THE COLONY
Reviewed for Code Compliance
Approved
06/29/2022
2205-0355



Conrad Petersen
O 972 386 6662 x225
M 214 608 4124
cpetersen@tycommercial.com

TY Commercial Group
5930 LBJ Freeway Suite 400
Dallas TX 75240
tycommercial.com



- GENERAL NOTES**
1. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATORY AGENCIES.
 2. THE CONTRACTOR SHALL PROTECT EXISTING WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING WORK INCURRED WHILE FULFILLING THE OBLIGATIONS OF THE CONTRACT
 3. ALL WORK NOTED "NIC" IS MEANT TO BE NOT IN CONTRACT
 4. VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE BEGINNING WORK, THE CONTRACTOR SHALL NOTIFY THE PLAN DESIGNER IN WRITING OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS BEFORE COMMENCEMENT OF WORK, COMMENCEMENT OF WORK SHALL CONSTITUTE ACCEPTANCE OF COMPATIBILITY OF ALL NEW OR EXISTING CONDITIONS.
 5. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGE SCALE DETAILS GOVERN SMALL SCALE DETAILS. THE CONTRACTOR SHALL NOTIFY THE PLAN DESIGNER IN WRITING OF ANY QUESTIONS DISCREPANCIES, OMISSIONS, AND/OR CONFLICT BEFORE THE COMMENCEMENT OF WORK.
 6. DIMENSIONS NOTED AS "HOLD" SHALL NOT VARY MORE THAN ACCEPTED INDUSTRY PRACTICES
 7. VERIFY SIZE, LOCATION, AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT TO BE FURNISHED BY THE OWNER OR OTHERS WITH MANUFACTURE OR SUPPLIER BEFORE ANY CONSTRUCTION PERTAINING TO THE SAME BEGINS.
 8. ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE (U.N.O.)

DOOR SCHEDULE

No.	DOOR SIZE	DOOR				FRAME			LABEL	REMARKS
		TYPE	MATERIAL	FINISH	MATERIAL	FINISH	TYPE			
101	2'-0"X6'-8"X1 3/4"	A	WD	PL	H.M.	PT	1		PRIVACY	
102	1'-6"X6'-8"X1 3/4"	A	WD	PL	H.M.	PT	1		LOCKSET	
103	(2)3'-0"X6'-8"X1 3/4"	A	WD	PL	H.M.	PT	1		LOCKSET	

ABBREVIATIONS

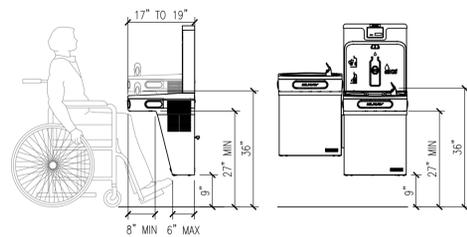
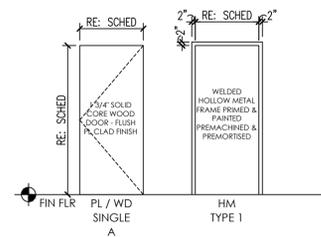
PL	WOOD / PLASTIC LAMINATE	ALUM.	ALUMINUM	STL	STEEL
WD	SOLID CORE WOOD	PT	PAINT		
GLS	GLASS IN DOOR	H.M.	HOLLOW METAL		

DOOR & FRAME NOTES

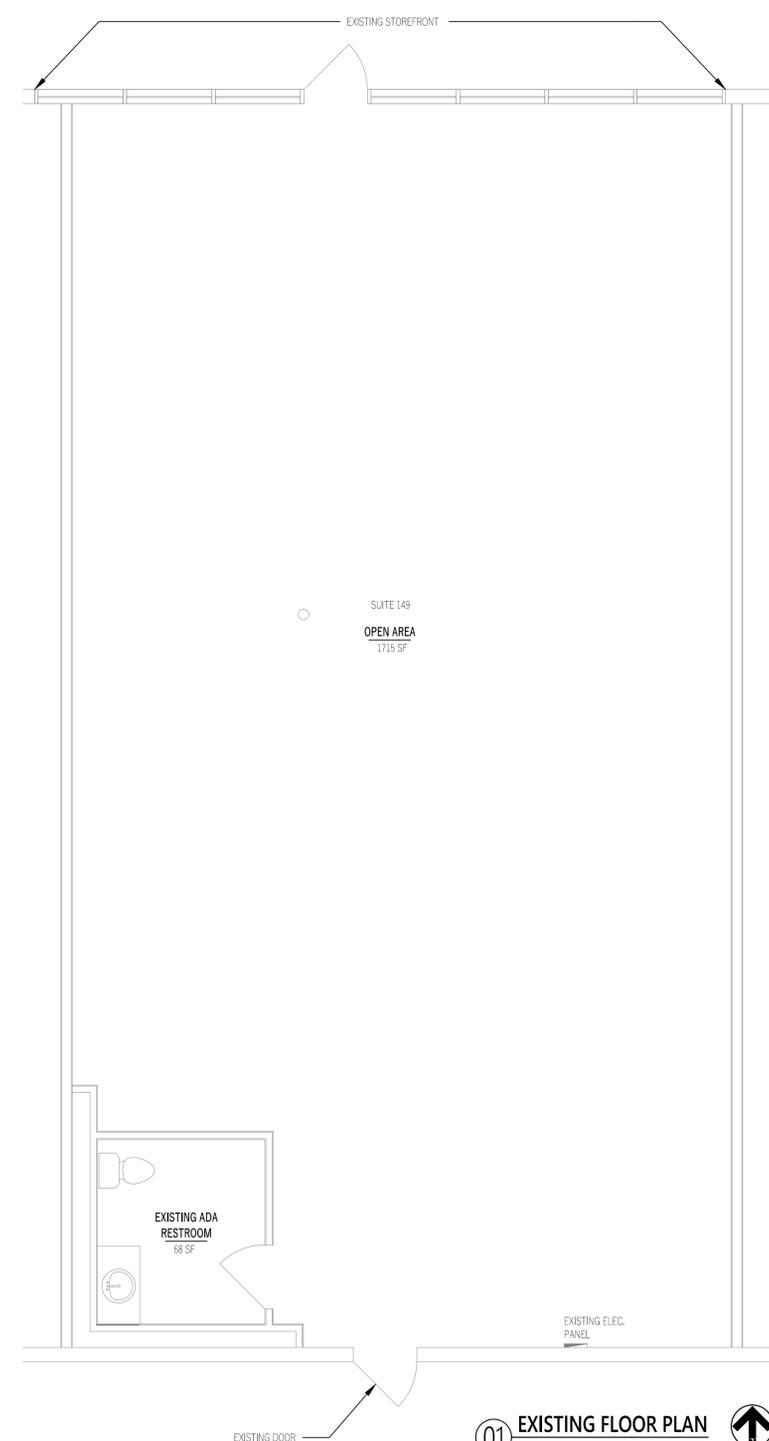
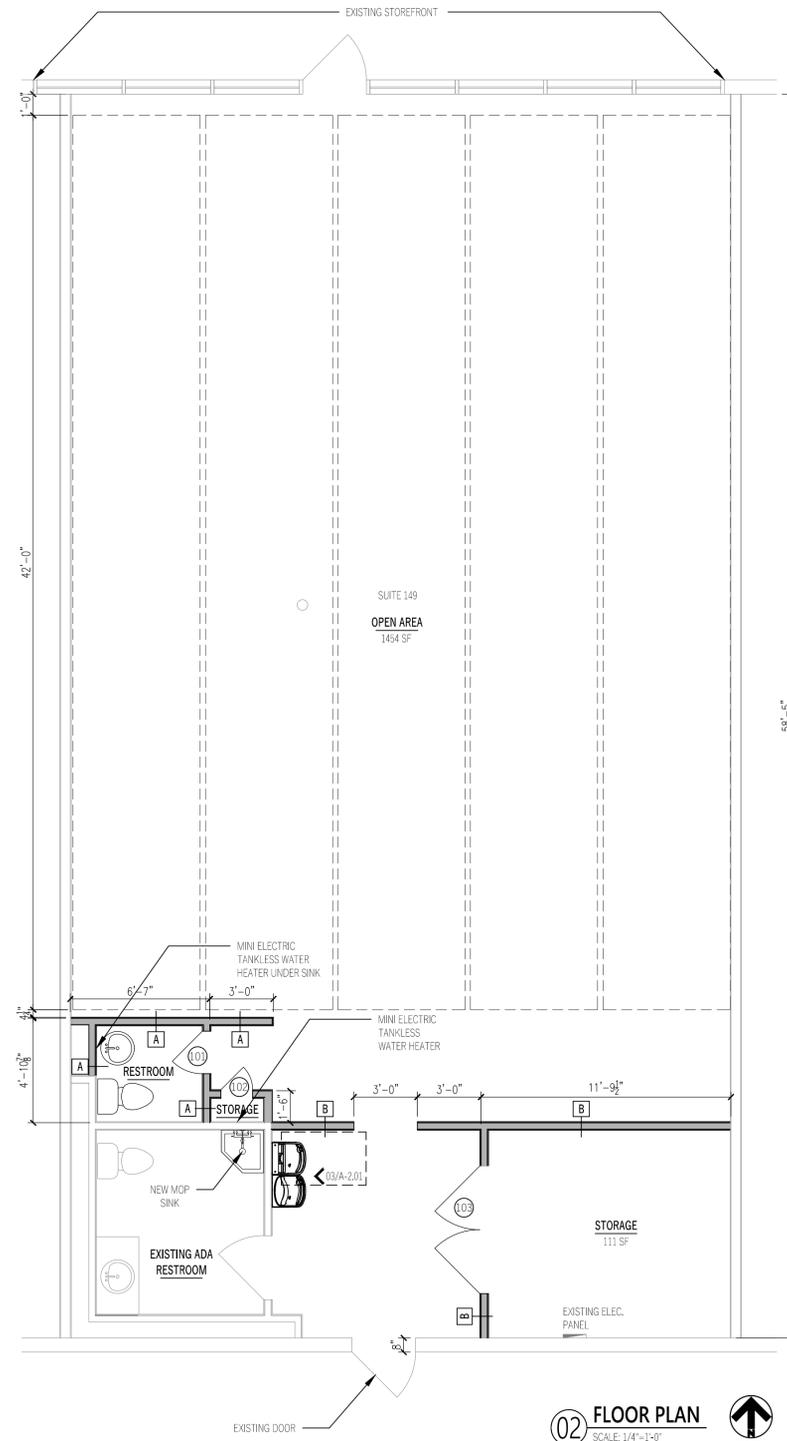
- DOORS**
1. IF FIELD CUTTING FOR HEIGHT IS NECESSARY, CUT BOTTOM EDGE ONLY 3/4" MAXIMUM, 1/2" UNDERCUT MAXIMUM.
- DOOR FRAMES**
1. FRAME FASTENERS SHALL NOT BE EXPOSED.
- DOOR HARDWARE**
1. INSTALL LOCKSETS, CLOSERS AND TRIM AFTER FINISH PAINTING.
 2. ADJUST DOOR CLOSER TO OPERATE DOOR WITH THE FOLLOWING MAXIMUM OPENING FORCES. A. TYPICAL INTERIOR DOOR: 5 LBS.

DOOR & FRAME TYPES

SCALE: 1/4" = 1'-0"



03 ADA WATER FOUNTAIN
SCALE: 1/2"=1'-0"





TYC Dance SUPA expansion to Suite 149, 6700 Main Street.
Located between Mr. Jim's Pizza (Suite 148) and Roma's Italian Restaurant (Suite 150). 113

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2025 - _____

SPECIFIC USE PERMIT (SUPA) – TYC DANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING ORDINANCE NO. 2023-2512, BY APPROVING A SPECIFIC USE PERMIT FOR A “STUDIO (DANCE)” KNOWN AS TYC DANCE, TO BE LOCATED AT 6700 MAIN STREET, SUITES 131, 132 and 149, CONTAINING A TOTAL AREA OF APPROXIMATELY 6,116 SQUARE FEET, AND IS WITHIN THE SHOPPING CENTER (SC) ZONING DISTRICT AND THE GATEWAY OVERLAY DISTRICT; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, have given any requisite notices by publication and otherwise, and have held due public hearings, and afforded a full and fair hearing to all property owners generally, and to all persons interested, and is of the opinion and finds that Ordinance 2023-2512, adopting Specific Use Permit No. SUP23-0002 shall be amended to permit a “Studio (dance)” known as TYC Dance, to be located at 6700 Main Street, suites 131, 132 and 149 containing a total area of 6,116 square feet, within the Shopping Center (SC) Zoning District and the Gateway Overlay District should be amended.

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

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

SECTION 2. That the Code of Ordinances, Appendix A, Comprehensive Zoning Ordinance, of the City of The Colony should be amended by amending Ordinance 2023-2512 by amending Specific Use Permit No. SUP23-0002, to permit a Specific Use Permit for a Studio (dance) use known as “TYC Dance” at 6700 Main Street, Suites 131, 132 and 149 within the Shopping Center (SC) Zoning District and Gateway Overlay District.

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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS 6TH DAY OF MAY, 2025.

Richard Boyer, Mayor
City of The Colony, TX

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

Exhibit A

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Ordinance

Agenda Section: regular agenda items

Suggested Action:

Discuss and consider approving an ordinance authorizing an exception to the Code of Ordinances Section, 6-192, (a) & (b) to allow fireworks at 10:45 p.m. on July 3, 2025 at Grandscape Lifestyle Center, 5752 Grandscape Boulevard. (Maurina)

Background:

Attachments:

[Site Diagram -Grandscape.pdf](#)

[5.2 Ord. 2025-XXXX Fireworks July 25-Final.docx](#)



SECURED AREA A MINIMUM OF 175 FEET FROM ALL SIDES OF THE FIRING SITE. NO SCHOOLS, CHURCHES, HOSPITALS, LICENSED CHILD CARE, HEALTH CARE, DETENTION, CORRECTIONAL FACILITY OR ASYLUMS WITHIN 600 FEET FROM ALL SIDES OF THE FIRING SITE. NO HAZARDOUS MATERIAL WITHIN 350 FEET FROM ALL SIDES OF THE FIRING SITES. GRANDSCAPE IS RESPONSIBLE FOR PERIMETER SECURITY.



Customer: Grand Scape - LMG Ventures, LLC
Show Date: Thursday, July 3, 2025
Show Address: 5752 Grandscape Blvd The Colony, TX 75056
Show Site Lat / Long: 0,0
Show Time: 9:45pm
Rain Date: TBD

Show Name: Grandscape IDC 0703 2025
Maximum Device Size: 2.5
#N/A
Storage Required:
Diagram Created: 02/14/25
Diagram Created By:

CITY OF THE COLONY, TEXAS
ORDINANCE NO. 2025- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, GRANTING A SPECIAL EXEMPTION FROM THE SOUND ORDINANCE PURSUANT TO SECTION 6-192 OF THE CODE OF ORDINANCES OF THE CITY OF THE COLONY, TEXAS, BY AUTHORIZING THE USE OF A FIREWORKS DISPLAY AT 10:45 P.M. ON JULY 3rd, 2025, AT GRANDSCAPE LIFESTYLE CENTER, LOCATED AT 5752 GRANDSCAPE BOULEVARD, THE COLONY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LMG Ventures LLC, a Texas limited liability company, has requested an exemption to the City’s noise ordinance for the purpose of fireworks display at 10:45 pm on July 3rd, 2025, at Grandscapes Lifestyle Center, located at 5752 Grandscapes Boulevard, The Colony, Texas (hereinafter referred to as the “Event”); and

WHEREAS, Section 6-192(c)(2) of the Code of Ordinances of the City of The Colony, Texas, provides in pertinent part that “[T]he use of any loudspeaker or amplifier or musical instrument in such manner or with such volume, particularly between 10:00 p.m. and 7:00 a.m., that annoys and disturbs persons of ordinary sensibilities in the immediate vicinity thereof; provided, however, that upon application by the user of such devices, the city council may make special exemption or exception to this clause for such time as the city council feels will serve the public welfare;” and

WHEREAS, the City Council of the City of The Colony, Texas, finds and determines that it is in the public interest and welfare of the City, consistent with Section 6-192(c)(2) of the Code of Ordinances of the City of The Colony, Texas, to grant a special exemption or exception to LMG Ventures LLC, a Texas limited liability company, for the Event.

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

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

SECTION 2. That the City Council of the City of The Colony, Texas, finds and determines that it is in the public interest and welfare of the City, consistent with Section 6- 192(c)(2) of the Code of Ordinances of the City of The Colony, Texas, to grant LMG Ventures LLC, a Texas limited liability company, a special exemption or exception for the use the Event.

SECTION 3. If any section, article paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional

by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. That all provisions of the ordinances of the City of The Colony, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS THIS 6TH DAY OF MAY, 2025.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Miscellaneous

Agenda Section: executive session

Suggested Action:

A. Council shall convene into a closed executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and to deliberate the offer of a financial or other incentive to a business prospect(s).

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: May 6, 2025

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Miscellaneous

Agenda Section: executive session action

Suggested Action:

A. Any action as a result of executive session regarding purchase, exchange, lease or value of real property and commercial or financial information the city has received from a business prospect(s), and the offer of a financial or other incentive to a business prospect(s).

Background: