



**CITY OF THE COLONY
CITY COUNCIL AGENDA
WEDNESDAY, NOVEMBER 4, 2026
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 WEDNESDAY, NOVEMBER 4, 2026** at **CITY HALL, 6053 MAIN STREET**, 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 recognizing National Animal Shelter Appreciation Week. (Mayor)
- 1.6 Items of Community Interest
- 1.7 Receive presentation from Parks and Recreation regarding upcoming events and activities. (Porter)

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 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 October 20, 2026. (Stewart)
- 4.2 Consider approving a resolution authorizing the City Manager to execute a memorandum of understanding with the North Central Texas Trauma Regional Advisory Council for participation in the Whole Blood Pilot Program. (Stephens)

- 4.3 Consider approving a resolution authorizing the City Manager to execute a program participation and business associate agreement with the North Central Texas Trauma Regional Advisory Council for the participation in the Whole Blood Pilot Program. (Stephens)
- 4.4 Consider approving a resolution authorizing expenditure authority for Camelot Landfill in an amount not to exceed \$350,000.00 for the disposal of solid waste from the Wastewater Treatment Plant. (Whitt)
- 4.5 Consider approving a resolution authorizing the City Manager to participate in and execute any appropriate documentation related to the Albertsons Companies, Inc. Opioid Settlement brought by the State of Texas. (Miller/Beene)

5.0 REGULAR AGENDA ITEMS

- 5.1 Conduct a public hearing, discuss, and consider an ordinance regarding a Specific Use Permit to allow Auto parts and accessory sales (inside only) at 4177 Main Street, Suite 200, approximately 2,060 square feet located within Planned Development 14 and Gateway Overlay District. (Williams)
- 5.2 Conduct a public hearing, discuss, and consider an ordinance regarding a Specific Use Permit to allow Retail Other (Precious Metals Coin Dealer) at 5000 Main Street Suite 203, approximately 924 square feet, located within the Shopping Center (SC) Zoning District and Gateway Overlay District. (Williams)
- 5.3 Discuss and consider approving a resolution reappointing Jeremie Maurina as the City's representative and Stephen Christo as alternate on the Denton County Transportation Authority Board. (Council)

6.0 EXECUTIVE SESSION

- 6.1 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).
- 6.2 Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation: Comfort Suites, 4796 Memorial Drive, The Colony, Texas.
- 6.3 Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.

7.0 EXECUTIVE SESSION ACTION

- 7.1 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).
- 7.2 Any action as a result of executive session regarding pending or contemplated litigation: Comfort Suites, 4796 Memorial Drive, The Colony, Texas.

- 7.3 Any action as a result of executive session regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.

EXECUTIVE SESSION NOTICE

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

ADJOURNMENT

If you wish to address the City Council in person, you can do so by attending the meeting at City Hall. If you wish to have comments added to the council minutes about issues on the Agenda, you may submit those comments to the City Secretary Office via email or on the city website. Persons with disabilities who plan to attend this meeting who may need auxiliary aids such as interpreters for persons who are deaf or hearing impaired, readers or, large print are requested to contact the City Secretary's Office, at 972-624-3105 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

CERTIFICATION

I hereby certify that above notice of meeting was posted outside the front door of City Hall by 5:00 p.m. on the 29th day of October 2026.

Tina Stewart

Tina Stewart, TRMC, CMC, City Secretary



CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: Animal Services

Item Type: Proclamation

Agenda Section: routine announcements, recognitions and proclamations

Suggested Action:

Proclamation recognizing National Animal Shelter Appreciation Week. (Mayor)

Background:

Attachments:

[National Animal Shelter Appreciation Week.docx](#)

MAYORAL PROCLAMATION

WHEREAS, *There are more than 73 million cats and 68 million dogs living in more than 63 million households across the United States; and*

WHEREAS, *The irresponsibility of some pet owners has resulted in animals running loose and unsupervised, causing a threat to public health and safety; and*

WHEREAS, *Pet owners who have not had their companion animals spayed or neutered contribute to pet overpopulation; and*

WHEREAS, *Animal shelters help both animals and people in many ways: by returning lost pets to their owners, enforcing animal control laws, rescuing injured animals, educating the public, and matching up families with new animal companions.*

NOW, THEREFORE, *I, Richard Boyer, Mayor of the City of The Colony, Texas, do hereby proclaim November 1 - 7, 2026, as a week of celebration and recognition of:*

NATIONAL ANIMAL SHELTER APPRECIATION WEEK

in recognition of The Colony Animal Services for providing compassionate services to animals and people in our community.

Signed and Sealed this 4th day of November 2026.

*Richard Boyer, Mayor
City of The Colony*

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Announcement

Agenda Section: routine announcements, recognitions and proclamations

Suggested Action:

Items of Community Interest

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

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. (Porter)

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

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: November 4, 2026

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 October 20, 2026. (Stewart)

Background:

Attachments:

[October 20, 2026 DRAFT Meeting Minutes.docx](#)

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**MINUTES OF CITY COUNCIL REGULAR SESSION
HELD ON
OCTOBER 20, 2026**

The Regular Session of the City Council of the City of The Colony, Texas, was called to order at 6:32 p.m. on the 20th day of October 2026, at City Hall, 6053 Main Street, The Colony, Texas, with the following roll call:

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

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

1.0 ROUTINE ANNOUNCEMENTS, RECOGNITIONS and PROCLAMATIONS

1.1 Call to Order

Mayor Richard Boyer called the meeting to order at 6:32 p.m.

1.2 Invocation

Senior Pastor Taylor Smith with First United Methodist 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

The Salute to the Texas Flag was recited.

1.5 Award presentation recognizing Commissioner Kevin Falconer. (Mayor)

Mayor Richard Boyer recognized Commissioner Kevin Falconer for his hard work and dedication to the City of The Colony. Commissioner Kevin Falconer received the commemorative plaque.

1.6 Items of Community Interest

1.) Councilmember Judy Ensweiler announced that the Governor of Texas has declared October 19-23 as Chamber of Commerce Week. She also announced that the Chamber of Commerce hosted the ribbon cutting for Costco and other ribbon-cutting events coming up this month include a flower shop (Stemmed & Found) and a barbershop (Knero's Styles of Luxury). Lastly Councilmember Ensweiler announced the monthly food drive at the First Baptist Church on the 3rd Saturday of the month.

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.

2.) Mayor Richard Boyer addressed any confusion on placement of campaign signs, announcing that the political signs will be allowed at the Annex building and the Library building. Outside of the polling site the City ordinance will apply and be enforced.

3.) Assistant City Manager Tim Miller gave an update on the Larner and Carr Street road projects.

- 1.7 Receive presentation from the Library regarding upcoming events and activities. (Charters)
Library Director Megan Charters provided upcoming events and activities to the council.

2.0 CITIZEN INPUT

Adam Venable, 6420 Skyline Dr, The Colony, submitted an online public comment regarding development updates at Five-Star Complex.

3.0 WORK SESSION

- 3.1 Council to provide direction to staff regarding future agenda items. (Council)
Mayor Richard Boyer requested that staff and council review and update the city ordinance regarding political signs and election regulations.

4.0 CONSENT AGENDA

Motion to approve all items from the consent agenda - Judy Ensweiler, Councilmember; second by Dan Rainey, Councilmember, motion carried with all ayes.

- 4.1 Consider approving City Council Regular Session meeting minutes from October 7, 2026.
- 4.2 Consider approving a resolution authorizing the Mayor to execute an Interlocal Agreement with Denton County for Library Services.

RESOLUTION NO. 2026-080

- 4.3 Consider approving a resolution authorizing the City Manager to award a contract to H & H Concrete on Demand for concrete, flow-fill, and site-mix for sidewalk, alley, street, curb and gutter repairs in the amount of \$110,000.00, Piggybacking on the City of Fort Worth Contract No. 62048 through its existing competitively procured contract.

RESOLUTION NO. 2026-081

- 4.4 Consider approving a resolution authorizing the City Manager to award a purchase to Vertosoft, LLC. in the amount of \$169,606.84 for the purchase of Asset Management Software utilizing the Texas Department of Information Resources contract DIR-CPO-5327.

RESOLUTION NO. 2026-082

5.0 REGULAR AGENDA ITEMS

- 5.1 Discuss and consider approving a resolution authorizing the City Manager to award a contract to Kraftsman, LLC. for the construction of a new Splash Pad at the Aquatic Park in the amount not to exceed \$1,947,322.74, utilizing BuyBoard Contract #781-25.
Park Development Manager Calvin Lehmann presented the proposed resolution to council.

Council provided discussion on the item.

Motion to approve - Perry Schrag, Councilmember; second by Robyn Holtz, Deputy Mayor Pro Tem, motion carried with all ayes.

RESOLUTION NO. 2026-083

Executive Session was convened at 7:10 p.m.

6.0 EXECUTIVE SESSION

****** Item No. 6.1 pulled from executive session with no discussion******

- 6.1 Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.
- 6.2 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 7:43 p.m.

7.0 EXECUTIVE SESSION ACTION

- 7.1 Any action as a result of executive session regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.
- 7.2 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).
No Action

ADJOURNMENT

With there being no further business to discuss, the meeting adjourned at 7:43 p.m.

APPROVED:

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Ana Alvarado, Deputy City Secretary

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: Fire

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to execute a memorandum of understanding with the North Central Texas Trauma Regional Advisory Council for participation in the Whole Blood Pilot Program. (Stephens)

Background:

This agreement does not require any payment from the City to the North Central Texas Trauma Regional Advisory Council (NCTTRAC). The initial equipment cache is provided by NCTTRAC at no cost. Staff recommends approval authorizing the City Manager to execute the Prehospital Whole Blood Pilot Program Memorandum of Understanding.

Attachments:

[NCTTRAC Whole Blood Participation City Council Memo.pdf](#)

[NCTTRAC Prehospital Whole Blood MOU Participating Entities - Fillable.cleaned.pdf](#)

[Res. 2026-xxx NCTTRAC MOU.doc](#)

MEMORANDUM



CITY OF THE COLONY FIRE DEPARTMENT

DATE: November 4, 2026

TO: Honorable Mayor Boyer and Members of City Council

FROM: Shannon Stephens, Fire Chief

SUBJECT: Authorization to Execute Agreements with the North Central Texas Trauma Regional Advisory Council for Participation in the Prehospital Whole Blood Pilot Program

BACKGROUND

The North Central Texas Regional Advisory Council (NCTTRAC), in partnership with the Texas Department of State Health Services (DSHS), is implementing a regional Prehospital Whole Blood (PHWB) Pilot Program to expand the availability of whole-blood transfusion in the prehospital environment. The program is intended to allow participating EMS agencies to initiate blood-product resuscitation at the scene for patients experiencing severe hemorrhage from trauma, maternal hemorrhage, and other significant medical conditions before arrival at a receiving Emergency Department.

NCTTRAC has allocated \$1.2 million to help eligible EMS agencies within Trauma Service Area E establish prehospital whole-blood programs. Approved agencies are eligible to receive an initial cache of equipment necessary to establish the program, subject to available program funding.

The participation requires eligible EMS agencies to complete NCTTRAC's program assessment and execute the required participation agreements. The two agreements presented for City Council are:

1. Prehospital Whole Blood Pilot Program Memorandum of Understanding – Participating Entities, and
2. NCTTRAC Consolidated Regional Programs Participation Agreement and Business Associate Agreement.

The agreements establish the City's participation in the program and address program administration, patient safety and clinical oversight, data reporting, performance improvement, confidentiality and HIPAA requirements, equipment responsibilities, and coordination with NCTTRAC, participating hospitals, and the City's blood provider.

As a participating EMS provider, TCFD will develop and maintain appropriate clinical guidelines, training, quality and performance-improvement processes, blood-product storage and temperature controls, documentation and reporting procedures, and

coordination with a licensed blood provider. NCTTRAC will administer the regional program and distribute approved program funding and equipment as resources remain available.

The City Attorney has reviewed both agreements and determined that no revisions are required.

Participation in the program represents an opportunity to expand the Fire Department's advanced prehospital clinical capabilities and provide earlier resuscitative treatment to critically ill or injured patients experiencing significant blood loss.

FINANCIAL IMPACT

NCTTRAC will provide approved program funding and equipment subject to the availability of state program funds. The City will be responsible for ongoing operational requirements associated with participation, including maintaining program equipment, supplies, training, and the continued operation and sustainment of the program in accordance with NCTTRAC requirements.

RECOMMENDATION

Staff recommends approval authorizing the City Manager to execute the Prehospital Whole Blood Pilot Program Memorandum of Understanding and the NCTTRAC Consolidated Regional Programs Participation Agreement and Business Associate Agreement.



Prehospital Whole Blood Pilot Program

Memorandum of Understanding – Participating Entities

As part of the Texas Department of State Health Services Prehospital Whole Blood Pilot Program, the North Central Texas Trauma Regional Advisory Council (NCTTRAC) has been designated the Contractor under a contractual agreement with the Texas Department of State Health Services (DSHS), effective February 17, 2026 (the “Program,” which include and incorporate the parties’ contractual agreement).

By entering into this *Prehospital Whole Blood (PHWB) Pilot Program Memorandum of Understanding – Participating Entities* (the “MOU”) with NCTTRAC, the Participating Entities / Subrecipient affirms, understands, and agrees, without exception, to comply with the following terms through the life of the MOU. This MOU is effective upon the final signatory date.

Purpose

To establish a regional PHWB program to support Emergency Medical Services (EMS) providers administering whole blood to patients in the field suffering from extreme blood loss due to trauma, maternal hemorrhage, or other significant medical conditions. The goal is to begin resuscitation at the patient’s location and ensure timely transport to the appropriate receiving hospital for continued treatment.

Background

The Texas EMS/Trauma Systems Section, in collaboration with the Governor’s EMS and Trauma Advisory Council (GETAC), Regional Advisory Councils (RACs), blood providers, EMS providers, and participating hospitals, is implementing the statewide Program.

This initiative builds on evidence from trauma systems, military medicine, and prior Department of State Health Services (DSHS) programs demonstrating improved outcomes through early whole-blood administration. This Program is supported by \$10 million in funding appropriated by the State of Texas and authorized by Governor Greg Abbott.

This Program shall:

- Apply to licensed EMS Providers, participating hospitals, regional advisory councils (RACs), and blood providers (“Participating Entities”);
- Support compliance with Texas Administrative Code Title 25, Part 1, Chapter 157, Rule 157.11 and Title 22, Part 9, Chapter 169; and
- Align with national best practices and state trauma system goals.

NCTTRAC, as the Contractor (in the agreement with DSHS), has been awarded funds to develop and implement the Program to increase survival rates for patients suffering severe hemorrhage by enabling EMS providers to administer whole blood in the prehospital setting in

trauma service area - E (TSA-E) which is comprised of the following counties: Collin, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

NCTTRAC is vested with discretion and is responsible for decision-making regarding the allocation of Program funds, Program implementation, and coordination with Participating Entities. NCTTRAC will provide administrative support for the distribution and expenditure of Program funding within TSA-E as set forth in the Bylaws, Standard Operating Procedures (SOPs), and/or other administrative guidance of NCTTRAC. Referenced documents in this MOU will be made available through NCTTRAC upon request.

Defined Participating Entities:

- 1. NCTTRAC** – Regional Program Administrator
- 2. Participating EMS Providers** – Licensed EMS agencies authorized to store and administer whole blood
- 3. Participating Hospitals** – Hospitals receiving patients who have been administered prehospital whole blood
- 4. Participating Blood Providers** – Licensed blood centers supplying whole blood to partners within the Program

In consideration of the agreements set forth below, NCTTRAC and the Participating Entities agree as follows:

A. Shared Program Standards Applicable to All Entities

I. Regulatory Compliance

1. Comply with all applicable transfusion safety standards according to the Food & Drug Administration (FDA) and the Association for the Advancement of Blood & Biotherapies (AABB).
2. Follow applicable provisions of the DSHS PHWB contract requirements as stated herein.

II. Patient Safety & Transfusion Oversight

1. Promptly report, within 24 hours, any and all suspected or confirmed transfusion reactions or product deviations in compliance with program requirements to NCTTRAC.
2. Participate in regional system performance improvement (SPI) as required.
3. Support and utilize standardized patient identification, traceability, and documentation (e.g., Pulsara, Wristbands, BloodCOMM, etc.).

III. Data Reporting & Performance Improvement

1. Submit timely and accurate data via designated reporting platforms.
2. Conduct internal PHWB system performance improvement (SPI) activities.
3. Use shared data exclusively for patient safety, quality improvement, and system evaluation.
4. Maintain confidentiality consistent with HIPAA and SPI review protections.

IV. Communication & System Collaboration

1. Maintain transparent communication among Participating Entities.
2. Designate and maintain points of contact for Program coordination.
3. Support regional collaboration to promote best practices and system alignment.
4. Develop system processes and blood rotation systems to ensure minimal blood wastage at or below the established national wastage level.

B. Obligations of NCTTRAC

NCTTRAC shall agree to the following:

1. Allocate Program funds in accordance with DSHS PHWB contract requirements.
2. Distribute approved Program funds and/or equipment to Participating Entities as resources remain available.
3. Reimburse EMS and Hospitals in accordance with the contract parameters. (dependent upon available Program funding).
4. Monitor Participating Entities to ensure compliance with all Program requirements.
5. Maintain all documentation submitted by Participating Entities.
6. Provide administrative support for the PHWB/Prehospital Transfusion Program (PTP) Workgroup.
7. Facilitate protected, closed-session reviews of transfusion-related incidents.
8. Use the DSHS-designated statewide PHWB data steward methods for data collection and reporting.
9. Purchase and distribute equipment meeting FDA and AABB standards.
10. Provide copies of manufacturers' manuals and warranty statements as available.

C. Obligations of EMS Providers

EMS Providers shall agree to the following:

1. Be a NCTTRAC member in good standing and meet active participation requirements.
2. Develop, implement, and maintain a prehospital whole blood program.
3. Establish written policies, procedures, clinical guidelines, and training programs, including, but not limited to;
 - i. Administration criteria
 - ii. Exclusion criteria
 - iii. Obtaining consent

- iv. Special populations criteria
- v. Managing transfusion reactions
- 4. Maintain ongoing SPI processes that must include the level of harm, opportunities for improvement, and corrective actions that are developed and tracked. The SPI processes must specifically address the following:
 - i. Patients meeting criteria who received whole blood
 - ii. Patients meeting criteria who did not receive whole blood
 - iii. Patients not meeting criteria who received whole blood
 - iv. Suspected or confirmed transfusion reactions
 - v. Referral compliance for females of childbearing potential or future potential.
 - vi. Support investigations of transfusion reactions by collaborating with hospitals.
- 5. Participate in the PHWB regional centralized temperature monitoring system, to include a documented escalation process in the event of an alert notification.
- 6. Maintain documented validation of temperature controls in the BloodCOMM data platform.
- 7. Utilize equipment in compliance with FDA, AABB, and blood provider standards.
- 8. Maintain equipment in an operational readiness condition and/or replace damaged or malfunctioning equipment at the EMS providers' expense
- 9. Notify NCTTRAC within 24 hours if provided equipment becomes inoperable or is removed from service.
- 10. Maintain a formal agreement with a licensed blood provider to ensure continuity of supply. This agreement must include a documented contingency plan to secure an alternate source of whole blood if the primary blood provider is unable to meet the agency's needs.
- 11. Notify NCTTRAC if the EMS provider is unable to secure whole blood or blood products within 24 hours.
- 12. Notify NCTTRAC within 24 hours if there is a breach in the agreement between the EMS provider and the blood provider, resulting in a loss or suspension of whole blood or blood products.
- 13. Submit all required proof of payment documentation as requested by NCTTRAC.
- 14. Plasma may be reimbursed **only for the following scenarios:**
 - i. EMS providers and level IV facilities that are 60 miles or greater from other EMS providers and/or higher-level designated facilities
 - ii. Females of childbearing potential or future potential to decrease the risk of alloimmunization in Rh-females.
- 15. Collaborate with your contracted blood provider and NCTTRAC to support and promote donor recruitment.
- 16. Document transfusions and submit data using established collection and reporting methods.
- 17. Document the Texas EMS wristband number in the patient care report (PCR).
- 18. Attend a minimum of 75% of the PHWB/PTP work group meetings.

19. Develop system processes and blood rotation systems to ensure minimal blood wastage at a level at or lower than the national wastage.
20. Support local, regional, and state response needs and requests as they relate to the Program and upon initiation of such requests by local partners, NCTTRAC, or State Mission Assignment.
21. Launch the PHWB program within 10 days of being approved by your blood provider, unless otherwise approved by NCTTRAC.
22. Comply with all other requests submitted or required by NCTTRAC or under the THHS' Terms and Conditions, which can be supplied upon request.

D. Obligations of Participating Hospitals

Hospitals shall agree to the following:

1. Be a NCTTRAC member in good standing and meet active participation requirements.
2. Facilities receiving female patients of childbearing age or childbearing potential must additionally perform a blood type and screen with antigen testing. Ensure appropriate consultation with referral to Blood Bank/Transfusion Medicine (blood pathologist) and Maternal-Fetal Medicine services, as clinically indicated.
3. Provide transfusion and outcome data to NCTTRAC and EMS providers.
4. Collaborate with and assist NCTTRAC and EMS providers to support blood drives and donor recruitment.
5. Attend a minimum of 75% of the PHWB/Prehospital Transfusion Program Workgroup meetings.
6. Develop system processes and blood rotation systems to ensure minimal blood wastage at a level at or lower than the national wastage
7. Perform an EMS hand-off, document the wristband number in the electronic medical record (EMR), and provide EMS feedback and specific data requested for patients who receive prehospital whole blood or plasma.
8. Support investigations of transfusion reactions by collaborating with EMS providers.
9. Comply with all other requests submitted or required by NCTTRAC or under DSHS' Terms and Conditions, which can be supplied upon request.

E. Terms and Termination

1. The Term of this MOU will commence on the signatory date and continue in full force unless terminated as provided herein.
2. If the participating entity fails to comply with any of the requirements as stated in this MOU, NCTTRAC reserves the right to terminate this MOU.
3. Either Party may terminate this MOU upon providing 30 days' prior written notice of the intended date of termination.
4. Termination of the MOU by any of the Participating Entities prior to fulfilling the Program requirements will result in the timely return of Program-funded assets.

5. Participating Entities that cease operations, including business closure and/or bankruptcy proceedings prior to fulfilling the Program requirements, shall notify NCTTRAC and arrange for the return of Program-funded assets.
6. Participating Entities that cease operations, as stated above, shall notify NCTTRAC and identify the name(s) and contact information for individuals and/or agencies to coordinate the return of Program-funded assets.
7. Participating Entities that experience a change in ownership or similar circumstances, which invalidate the previous commitment as agreed herein, shall notify NCTTRAC of this change in status. Participating Entities may continue to participate in the Program by submission of this agreement, under a new signature, to NCTTRAC. Failure to submit a new MOU in a timely manner shall be considered as a termination indicated above.

F. Miscellaneous

1. Participating Entities represent and warrant that all statements and information provided to NCTTRAC are current, complete, and accurate. This includes all statements and information in this MOU. Persons who knowingly submit erroneous or fraudulent information will be subject to actions by the Texas Department of State Health Services (DSHS) as appropriate.
2. Costs incurred by NCTTRAC, including all legal costs, in the recovery of funds or Program-funded assets, as required above, will be paid by the defaulting Participating Entities.
3. Participating Entities will defend and indemnify the NCTTRAC, its directors, employees, agents, and representatives (the "NCTTRAC Indemnitees") and hold the NCTTRAC Indemnitees harmless against any damage, claims, suits, actions, liabilities, loss, penalties, costs, and expenses, including, without limitation, reasonable attorneys' fees arising out of:
 - i. A breach of any of the representations, warranties, or obligations of this MOU by the Participating Entities.
 - ii. Negligent acts or omissions or dishonesty of Participating Entities or any employees, agents, or representatives in their performance of the Participating Entities' obligations under this MOU or the Program.
4. Participating Entities hereby warrant and represent that they are not currently excluded, debarred, suspended, in default, or otherwise ineligible to participate in any federal, state, or NCTTRAC Programs. Nor are they in imminent danger of such exclusion, debarment, suspension, or other ineligibility from receiving such a Grant. Participating Entities agree that the foregoing representation and warranty shall remain true and correct throughout the duration of this Agreement.
5. Any required or optional notice under this agreement is considered given when one of the following happens first:
 - i. It is delivered by hand, courier, or electronically, to the recipient;
 - or

- ii. Three business days after it is mailed through U.S. certified or registered mail with prepaid postage and a return receipt, to the listed address or another address provided in writing
6. This MOU contains or references the entire agreement of the parties and supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter herein.
7. This MOU shall be governed by the laws of the State of Texas. Venue for such disputes shall be in a state court in Tarrant County, Texas.

NCTTRAC

North Central Texas Trauma Regional Advisory Council

Signature

Printed Name

Title

Date

EMS Provider or Hospital

EMS Provider or Hospital Name

Signature

Printed Name

Title

Date

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL FOR PARTICIPATION IN THE WHOLE BLOOD PILOT PROGRAM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The North Central Texas Regional Advisory Council (NCTTRAC), in partnership with the Texas Department of State Health Services (DSHS), is implementing a regional Prehospital Whole Blood (PHWB) Pilot Program to expand the availability of whole-blood transfusion in the prehospital environment. The program is intended to allow participating EMS agencies to initiate blood-product resuscitation at the scene for patients experiencing severe hemorrhage from trauma, maternal hemorrhage, and other significant medical conditions before arrival at a receiving Emergency Department; and

WHEREAS, the Whole Blood Pilot Program is a statewide program supported by funding appropriated by the State of Texas and authorized by Governor Greg Abbott; and

WHEREAS, participation in the program represents an opportunity to expand the Fire Department's advanced prehospital clinical capabilities and provide earlier resuscitative treatment to critically ill or injured patients experiencing significant blood loss.

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 execute a Memorandum of Understanding with the North Central Texas Trauma Regional Advisory Council for the participation in the Whole Blood Pilot Program.

Section 2. 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 4TH DAY OF NOVEMBER 2026.

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: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: Fire

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to execute a program participation and business associate agreement with the North Central Texas Trauma Regional Advisory Council for the participation in the Whole Blood Pilot Program. (Stephens)

Background:

Attachments:

[NCTTRAC Whole Blood Participation City Council Memo.pdf](#)

[NCTTRAC Consolidated RPPA and BAA - Individual Agency - Fillable.cleaned.pdf](#)

[Res. 2026-xxx NCTTRAC Business Associate Agreement.doc](#)

MEMORANDUM



CITY OF THE COLONY FIRE DEPARTMENT

DATE: November 4, 2026

TO: Honorable Mayor Boyer and Members of City Council

FROM: Shannon Stephens, Fire Chief

SUBJECT: Authorization to Execute Agreements with the North Central Texas Trauma Regional Advisory Council for Participation in the Prehospital Whole Blood Pilot Program

BACKGROUND

The North Central Texas Regional Advisory Council (NCTTRAC), in partnership with the Texas Department of State Health Services (DSHS), is implementing a regional Prehospital Whole Blood (PHWB) Pilot Program to expand the availability of whole-blood transfusion in the prehospital environment. The program is intended to allow participating EMS agencies to initiate blood-product resuscitation at the scene for patients experiencing severe hemorrhage from trauma, maternal hemorrhage, and other significant medical conditions before arrival at a receiving Emergency Department.

NCTTRAC has allocated \$1.2 million to help eligible EMS agencies within Trauma Service Area E establish prehospital whole-blood programs. Approved agencies are eligible to receive an initial cache of equipment necessary to establish the program, subject to available program funding.

The participation requires eligible EMS agencies to complete NCTTRAC's program assessment and execute the required participation agreements. The two agreements presented for City Council are:

1. Prehospital Whole Blood Pilot Program Memorandum of Understanding – Participating Entities, and
2. NCTTRAC Consolidated Regional Programs Participation Agreement and Business Associate Agreement.

The agreements establish the City's participation in the program and address program administration, patient safety and clinical oversight, data reporting, performance improvement, confidentiality and HIPAA requirements, equipment responsibilities, and coordination with NCTTRAC, participating hospitals, and the City's blood provider.

As a participating EMS provider, TCFD will develop and maintain appropriate clinical guidelines, training, quality and performance-improvement processes, blood-product storage and temperature controls, documentation and reporting procedures, and

coordination with a licensed blood provider. NCTTRAC will administer the regional program and distribute approved program funding and equipment as resources remain available.

The City Attorney has reviewed both agreements and determined that no revisions are required.

Participation in the program represents an opportunity to expand the Fire Department's advanced prehospital clinical capabilities and provide earlier resuscitative treatment to critically ill or injured patients experiencing significant blood loss.

FINANCIAL IMPACT

NCTTRAC will provide approved program funding and equipment subject to the availability of state program funds. The City will be responsible for ongoing operational requirements associated with participation, including maintaining program equipment, supplies, training, and the continued operation and sustainment of the program in accordance with NCTTRAC requirements.

RECOMMENDATION

Staff recommends approval authorizing the City Manager to execute the Prehospital Whole Blood Pilot Program Memorandum of Understanding and the NCTTRAC Consolidated Regional Programs Participation Agreement and Business Associate Agreement.



NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL CONSOLIDATED REGIONAL PROGRAMS PARTICIPATION AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, ____ ("Effective Date"), by and among North Central Texas Trauma Regional Advisory Council, a 501(c) (3) Corporation organized under the laws of the State of Texas (hereinafter known as "NCTTRAC") and _____, a _____, organized under the laws of the State of Texas (hereinafter known as "AGENCY"). NCTTRAC and AGENCY shall each be known as a Party and collectively be known herein as "the Parties."

WHEREAS, NCTTRAC is a Texas Regional Advisory Council whose activities are generally described as: an organized group of healthcare entities and other concerned citizens who have an interest in improving and organizing trauma care within a specified Trauma Service Area (TSA);

WHEREAS, AGENCY provides healthcare services to patients and its activities are generally described as _____;

WHEREAS, the Parties wish to enter into a relationship; and

WHEREAS, the nature of the contractual relationship between NCTTRAC and AGENCY may involve the exchange of protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including the Omnibus Final Rule and Breach Notification rule and Security rule; and other personal identifying information ("PII") including sensitive personal information ("SPI"), which are governed by applicable state law, including the Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (PHI, PII, and SPI are collectively referred to hereinafter as the safeguarded information, which is defined as "SI").

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Participation, Requirements, and Use

1. Participation.

- a. AGENCY is entering into this Agreement with NCTTRAC for the use, collection, storage, aggregation, and disclosure for reporting, tracking and locating, data analysis, and other purposes certain patient data (hereafter "Program Data") as part of NCTTRAC's third party registry programs ("Program(s)"). All or portions of the Patient Data are SI. In order to support AGENCY's health care operations, AGENCY has elected to request access, and NCTTRAC hereby grants AGENCY access to the third party registries, patient tracking tools, family locating tools, data analysis tools and related services offered by NCTTRAC ("NCTTRAC Programs"). As a participant in the NCTTRAC Programs, AGENCY agrees to adhere to the terms of this Agreement including terms related to use of the Programs.

2. Requirements. AGENCY agrees to comply with the requirements for the NCTTRAC Programs as published by NCTTRAC from time to time, so long as they are not inconsistent with this Agreement or local, state or federal law, and prominently display the appropriate proprietary and confidentiality notices in all copies of reports and analyses produced using data maintained in a third party registry Program.
3. Confidentiality, Integrity and Availability of Program Data. Program Data includes SI of the members of a third party registry. Program Data will be made available to AGENCY subject to each of the following requirements:
 - a. Except as otherwise provided herein, NCTTRAC will only collect data from and provide data to AGENCY and other hospitals, health care organizations, and EMS agencies that agree to exchange data in NCTTRAC Programs on terms substantially similar to this Agreement and in accordance with the terms of this Agreement and applicable law. In all instances involving potential use of any SI, the Parties shall strictly comply with HIPAA, HITECH, state law and, to the extent applicable, ensure that the minimum necessary rules under each are followed.
 - b. AGENCY is permitted to use Program Data and reports consisting of aggregated data of participating organizations strictly for the purposes of healthcare operations for all members of a third party registry; provided, however, AGENCY is permitted to use AGENCY's own data without regard to such restriction.
 - c. AGENCY and NCTTRAC agree to establish and follow applicable procedures to protect the confidentiality of the Program Data.
 - d. Except as provided below, neither Party shall release nor disclose Program Data to any third party that is not a participating agency with NCTTRAC; provided, however, AGENCY may release or disclose AGENCY's own data without regard to such restriction. NCTTRAC may share Agency's SI with (1) regionally-required crisis applications systems or other entities for reporting, tracking, locating, or data analysis purposes related to improving public health, decreasing morbidity and mortality, or for any other permissible purpose under federal or state law; (2) the State of Texas and local healthcare and governmental entities as may be required by state law for purposes of responding to state or regional emergency events; and (3) other third party registries as may be agreed upon by NCTTRAC and its members.
 - e. Each Party shall educate its employees and authorized representatives who have access to Program Data on the obligation to maintain the confidentiality of the Program Data and agree to ensure that any employee or authorized representative, including subcontractors, having such access will adhere to the same restrictions and conditions that apply to the Parties with respect to the Program Data until such data is destroyed. This provision extends beyond the life of this Agreement.
 - f. Agency and NCTTRAC shall use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of the Program Data other than as provided by this Agreement and shall mark or otherwise designate the Program Data as confidential in AGENCY's and NCTTRAC's policies and procedures related to the access, use, and disclosure of confidential data and information and all contracts or other agreements related to the AGENCY's and NCTTRAC's use or disclosure of the Program Data.
 - g. Agency and NCTTRAC shall report to the other Party any Electronic SI Security Incidents, use or disclosure of the Program Data not permitted by this Agreement

of which AGENCY or NCTTRAC becomes aware. NCTTRAC will cooperate with AGENCY to determine whether a Breach of SI has occurred. If a Breach has been determined, AGENCY will follow applicable Breach notification requirements under federal and state law and as provided by the Business Associate Agreement between the Parties, which is attached hereto, and the terms of which are agreed to by AGENCY and NCTTRAC and incorporated herein as Exhibit A.

- h. AGENCY and NCTTRAC will not, nor permit others to, copy, sell, rent, license, lease, loan, or otherwise grant access to the Program Data to any third party except as provided herein; provided, however, AGENCY may grant access to AGENCY's own data without regard to such restriction.
 - i. AGENCY will make no statement nor give permission to others to make statements indicating or suggesting that interpretations drawn from the data are those of NCTTRAC, or any other hospital or health care organization participating in NCTTRAC's Programs, or that make any inferences whatsoever.
 - j. NCTTRAC may use SI received from any participating organization only for Program purposes as set forth in this Agreement and strictly in compliance with the Business Associate Agreement between the Parties.
 - k. NCTTRAC is authorized to de-identify SI contained within the Program Data as it deems necessary and appropriate. NCTTRAC will make de-identified data available for participants as appropriate and abiding by HIPAA and HITECH regulations for SI promulgated thereunder and applicable Texas law, including, where appropriate, combining de-identified data from multiple agencies.
- 4. Organization's Request for Specific Disclosure of Program Data. In the event that Agency desires to use or disclose the Program Data or any portion thereof (other than Agency's own data) in a manner not expressly permitted under this Agreement, or otherwise to any unauthorized third party, Agency may submit to NCTTRAC a written request detailing the nature of the disclosure or use, the dates/times and scope of the disclosure or use, the names of the persons to whom such data will be disclosed, and such other information as may be pertinent to such request. Agency acknowledges that NCTTRAC shall have the right, in its sole discretion, to accept or reject any written request and to deny or authorize different levels of data use or disclosure based on a specific written request from Agency. Such determination shall be binding upon Agency and NCTTRAC. Any such written request received by NCTTRAC shall be administered by the Executive Director and/or the Privacy Officer in accordance with applicable NCTTRAC procedure. In the event NCTTRAC or any other hospitals, health care organizations, or EMS agencies participating in the NCTTRAC Programs desires to use or disclose Agency's data or any portion thereof in a manner not specifically authorized by Agency under this Agreement to any third party, NCTTRAC may submit to Agency a written request detailing the nature of the disclosure or use, the dates/time and scope of the disclosure or use, the names of the persons to whom Agency's data will be disclosed and such other information as may be pertinent to such request. NCTTRAC acknowledges that Agency shall have the right, in its sole discretion, to accept or reject any written request and to deny or authorize different levels of use or disclosure of Agency's data based on specific written request from NCTTRAC and such determination shall be binding upon NCTTRAC.
- 5. Access To Program Data.
 - a. AGENCY administrative access is restricted to such persons (each an "Account Manager" or "End User") designated by AGENCY and authorized by NCTTRAC.

- b. Upon execution of this Agreement and appropriate NCTTRAC training, NCTTRAC will assign each Account Manager a unique User Name and Password for access to and use of the Program Data. The password may not be shared. AGENCY agrees that password confidentiality will be maintained by its Account Manager.
- c. Any change in AGENCY's Account Manager must be reported to NCTTRAC.
 - 1) AGENCY is responsible for managing its END USERS and ensuring that they strictly comply with the terms of this Agreement, the Business Associate Agreement between the Parties as well as applicable federal and state laws regarding the use and sharing of SI.
 - 2) AGENCY is responsible for managing END USERS access to Program Data and where necessary, disabling AGENCY's End Users access by notifying NCTTRAC. AGENCY will not create generic users unless it receives written approval to do so from the NCTTRAC Privacy Officer.
 - 3) AGENCY shall be responsible for attesting to the security and confidentiality of usernames and passwords for End Users and shall adopt reasonable standards to verify user identities.
 - 4) AGENCY acknowledges that it will be fully responsible, with respect to AGENCY's SI, for all liabilities incurred through use of any username and password (whether lawful or unlawful) and that any actions completed thereunder will be deemed to have been lawfully completed by AGENCY, except to the extent that such liabilities arise after AGENCY has notified NCTTRAC to disable an Account Manager or End User's access.
 - 5) AGENCY and NCTTRAC will use its best efforts to implement and deploy security features, procedures and technologies that will, in such Party's reasonable judgment, provide sufficient protection to data from unauthorized use, dissemination, or access.
 - 6) To obtain access to NCTTRAC Programs, including a third party registry, AGENCY must complete and return to NCTTRAC this executed Agreement and the executed Business Associate Agreement.
 - 7) NCTTRAC may in its sole discretion disable one or more of AGENCY's END USERS if it determines that such person is accessing the Program Data in a manner not allowed by this Agreement or standards/policies adopted by NCTTRAC or such person's use of the NCTTRAC Programs may result in an unauthorized disclosure of SI.

6. Warranties/Indemnification.

- a. Authority. Each Party represents and warrants that it has the power and authority to grant, make, execute, deliver, and perform this Agreement and its rights and obligations hereunder, and that the execution of this Agreement will not violate or constitute a breach of any of its contractual obligations with any third party.
- b. Program Data Accuracy. NCTTRAC will use commercially reasonable efforts to ensure that the data input and maintenance of the Programs is not corrupted.

- c. Quality of Service. NCTTRAC warrants that all services performed by NCTTRAC will be of professional quality conforming to generally accepted computer industry practices.
 - d. Indemnification. NCTTRAC warrants that all SI received from AGENCY shall remain protected in accordance with all applicable federal and state laws and regulations. In the event of a Breach of any SI that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services in guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web site, NCTTRAC will indemnify the AGENCY for all reasonable costs associated with the Breach including the cost of notifying patients, any credit monitoring offered to patients whose information may have been compromised, and any litigation costs to defend and/or settle claims associated with the Breach.
7. Ownership of Data and Programs. As between NCTTRAC and AGENCY, AGENCY shall retain ownership of all intellectual property rights in and to AGENCY's data subject to the rights therein granted to NCTTRAC in this Agreement, and NCTTRAC shall retain ownership of all intellectual property rights in and to the NCTTRAC Programs and any other software, technology, and equipment made available to AGENCY and/or created, developed or used in the performance of services by NCTTRAC under this Agreement subject to the limited rights granted under this Agreement. Neither Party shall take any action in contravention of the other Party's ownership rights. Except as expressly provided in this Agreement, neither Party shall, nor shall it permit or allow others to, reproduce, copy, market, sell, distribute, transfer, translate, modify, adapt, disassemble, decompile, or reverse engineer the NCTTRAC Programs, or any such software, technology, or equipment of NCTTRAC or obtain possession of any source code or other non- public technical materials relating thereto. There are no implied licenses under this Agreement, and any rights not expressly granted hereunder are reserved. Neither Party shall exceed the scope of the express rights granted hereunder.

B. NCTTRAC and AGENCY Responsibilities and Assurances.

- 1. Notice of Security Incident or Breach. If NCTTRAC becomes aware of any security incident; Breach of SI; unauthorized use or disclosure of SI; or similar event, NCTTRAC will notify AGENCY as soon as possible, but in any event within ten (10) business days of such awareness and will cooperate with all such AGENCY's reasonable request for information and assistance in remedying the event as well as the effects of the event.
- 2. Breach Notification. If AGENCY's data held by NCTTRAC is Breached and (i) such Breach is the result of negligence on the part of NCTTRAC and (ii) a Breach notification is required under state or federal law, NCTTRAC accepts responsibility for all reasonable costs associated with such Breach, including, but not limited to the cost of investigating, providing all legally required notices and the costs of remedying the effects of the Breach on all patients that may be affected by the Breach. For purposes of this Agreement, the term "Breach" means any unauthorized, acquisition, access, use, or disclosure of SI.
- 3. Compliance with Federal and State Laws. NCTTRAC will not use or disclose any SI in any manner that would violate any applicable federal or state law or regulation if done by AGENCY.
- 4. Disposition of Program Data by NCTTRAC. After thirty (30) days written notice from NCTTRAC to AGENCY, NCTTRAC may, in its sole discretion, delete, destroy or return to AGENCY all or any portion of Program Data furnished by AGENCY to NCTTRAC under one or more of the NCTTRAC Programs. In such event, NCTTRAC shall comply strictly with federal and state laws regarding disposition of SI.

5. AGENCY Data Not Requested. AGENCY agrees to refrain from sending to NCTTRAC data not specifically requested by NCTTRAC for use within its Programs. If NCTTRAC receives AGENCY data not requested by NCTTRAC, NCTTRAC shall have the authority after reasonable notice to AGENCY to return, destroy or delete such data.
6. Patient Consents. AGENCY represents and warrants to NCTTRAC that AGENCY has properly secured written patient consents from all of AGENCY's patients for the healthcare data that is shared with NCTTRAC by AGENCY.
7. NCTTRAC Policies and Procedures. AGENCY agrees to strictly comply with all written procedures and policies adopted by NCTTRAC from time to time with respect to the use of its Programs and the processing, sharing and disclosure of aggregated SI.

C. Term and Termination.

1. Term of Agreement. The Term of this Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon a Party's knowledge of a material breach by the other Party, the Party shall either:
 - a. Provide an opportunity for the breaching Party to cure the breach or end the violation, and terminate this Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party; or
 - b. Immediately terminate this Agreement if the breaching Party has breached a material term of this Agreement and cure is not possible.
3. Termination without Cause. Either Party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.
4. Return of Program Data. Upon termination all data submitted by AGENCY during the term of this Agreement shall be either promptly returned to AGENCY or destroyed and NCTTRAC shall not retain any copies of data.
5. AGENCY's Right of Termination. If for any reason, AGENCY becomes aware of any violation of this Agreement, including, but not limited to, NCTTRAC's responsibilities under this Agreement and such violation is not cured after reasonable notice and opportunity to cure, AGENCY may terminate this Agreement.

D. Miscellaneous.

1. State Law. If state law applicable to the relationship between AGENCY and NCTTRAC contains additional or more stringent requirements than federal law regarding any aspect of SI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.
2. Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.
3. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the

Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and other changes as may be required by federal or state law.

4. Notice to NCTTRAC. Any notice required under this Agreement to be given NCTTRAC shall be made in writing to:

North Central Texas Trauma Regional Advisory Council
Attn: Executive Director
600 Six Flags Dr., Suite 160
Arlington, Texas 76011

With copy to: Cheryl Camin Murray Katten
2323 Ross Avenue, Suite 600
Dallas, Texas 75201

5. Notice to AGENCY. Any notice required under this Agreement to be given AGENCY shall be made in writing to:

Attn: _____

With copy to: _____
Attn: _____

6. Independent Contractor. NCTTRAC's status shall be that of an independent contractor and not an agent, servant, employee, or representative of AGENCY in the performance of the services under this Agreement. NCTTRAC shall exercise independent judgment in performing services under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Agreement or act of NCTTRAC in the performance of this Agreement shall be construed as making NCTTRAC the agent, servant or employee of AGENCY, or making NCTTRAC or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which AGENCY provides its employees.
7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.
8. Assignment. Neither Party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other Party.
9. Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior

representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

10. Interpretation. In the event of any conflict between the terms of this Agreement and the terms of the Business Associate Agreement, the terms of this Agreement shall control unless the terms of such Business Associate Agreement are more strict with respect to SI and comply with the HIPAA Regulations, or the parties otherwise agree in writing.

(Signatures begin on next page)

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

NCTTRAC

AGENCY

North Central Texas Trauma Regional Advisory Council

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

APPROVED AS TO FORM:

BY: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of the effective date of the Underlying Agreement (“Effective Date”), is entered into by and between NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (the “Business Associate”) and _____ (the “Covered Entity”) (each a “Party” and collectively the “Parties”).

The Parties have entered into a Regional Programs Participation Agreement (the “Underlying Agreement”) pursuant to which Business Associate is providing regional registries of healthcare data from participating healthcare agencies in order to improve emergency healthcare within the North Central Texas area as well as patient tracking and other related programs (“Services”) to the Covered Entity that require the disclosure and use of Protected Health Information. Both Parties are committed to complying with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

This BAA sets forth the terms and conditions pursuant to which Protected Health Information that is created or received by and/or maintained by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Underlying Agreement and after its termination. All capitalized terms in this BAA that are used as defined terms herein have the meanings ascribed to them in Section 1 below, unless otherwise noted or the context clearly requires otherwise. The Parties agree as follows:

1. DEFINITIONS

- 1.1 Administrative Safeguards. “Administrative Safeguards” has the same meaning as the term “administrative safeguards” in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.2 Breach. “Breach” has the same meaning as the term “Breach” in 45 C.F.R. § 164.402, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.3 Breach of System Security. “Breach of System Security” means unauthorized acquisition of computerized data, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- 1.4 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.5 Electronic Protected Health Information. “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, maintained, and/or transmitted, but limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.6 Health Care Operations. “Health Care Operations” has the same meaning as the term “health care operations” in 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

- 1.7 HITECH Act. "HITECH Act" means the Health Information and Technology for Economic and Clinical Health Act, as codified at 42 U.S.C. § 1790, which was adopted as part of the American Recovery and Reinvestment Act of 2009 on February 17, 2009.
- 1.8 Individual. "Individual" has the same meaning as the term "individual" in 45 C.F.R. § 160.103, as such provision is currently drafted and as it is subsequently updated, amended or revised, and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.9 Physical Safeguards. "Physical Safeguards" has the same meaning as the term "physical safeguards" in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.10 Privacy Officer. "Privacy Officer" has the same meaning as the term "privacy official" in 45 C.F.R. § 164.530(a)(1), as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.11 Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.12 Protected Health Information. "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained, and/or transmitted by Business Associate from or on behalf of Covered Entity, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.13 Required by Law. "Required by Law" has the same meaning as the term "required by law" in 45 C.F.R. § 164.103, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.14 Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or their designee.
- 1.15 Security Incident. "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.16 Security Rule. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.
- 1.17 Sensitive Personal Information. "Sensitive Personal Information" means: (1) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver's license number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI.
- 1.18 Technical Safeguards. "Technical Safeguards" has the same meaning as the term "technical safeguards" in 45 C.F.R. §164.304, as such provision is currently drafted and as it is subsequently updated, amended or revised.
- 1.19 Unsecured PHI. "Unsecured PHI" means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals as described in 45 C.F.R. §164.402.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Services. Pursuant to the Underlying Agreement, Business Associate provides Services for the Covered Entity that involve the receipt, maintenance, exchange, disclosure, and/or transmission of Protected Health Information and Sensitive Personal Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information and/or Sensitive Personal Information necessary to perform its obligations under the Underlying Agreement, which includes sharing Covered Entity's Protected Health Information and Sensitive Personal Information with regionally-required crisis applications systems or other entities for reporting, tracking, locating, or data analysis purposes related to assisting in disaster relief efforts, responding to emergency circumstances, improving public health, and/or decreasing morbidity or mortality, or for any other permissible or required purpose under federal or state law or regulations. Moreover, Business Associate may disclose Protected Health Information and/or Sensitive Personal Information for the purposes authorized by this BAA only (i) to its employees, subcontractors and agents, in accordance with Sections 3.1(g) and 3.1(h); (ii) as directed by the Covered Entity; or (iii) as otherwise permitted by the terms of this BAA including, but not limited to, Section 2.2(b) below.
- 2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:
- a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. disclose the Protected Health Information in its possession to third parties, including the State of Texas and other regional healthcare data registries within the state, for the purpose of its proper management, administration and in connection with other programs developed by Business Associate to which Covered Entity is a participating member or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law; or (ii) the Business Associate has entered into a Business Associate Agreement containing substantially similar terms as this BAA with any third party that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.
 - c. use and/or disclose Protected Health Information as permitted under 45 C.F.R. § 164.512.
- 2.3 Additional Activities of Business Associate. In addition to using the Protected Health Information to perform the Services set forth in Sections 2.1 and 2.2 of this BAA, Business Associate may:
- a. aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to those other covered entities; provided that the purpose of such aggregation is to provide the Covered Entity, and other members of the North Central Texas Trauma Regional Advisory Council's regional registries, patient tracking and other programs operated by Business Associate with data analyses relating to the Health Care Operations or other permissible purposes pursuant to HIPAA, of the Covered Entity and other members of the Business Associate's programs.

- b. de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this BAA.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate will:

- a. comply with the portions of the HIPAA Privacy Rule and Security Rule applicable to Business Associates as well as laws of the State of Texas to the extent such state privacy rules are applicable and not preempted by HIPAA or the HITECH Act;
- b. use and/or disclose the Protected Health Information only as permitted or required by this BAA or as Required by Law and to use appropriate safeguards to prevent impermissible use or disclosure of PHI.
- c. report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this BAA of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such unauthorized use and/or disclosure.
- d. mitigate, to the greatest extent possible any deleterious effects from any improper use and/or disclosure of Protected Health Information or other Sensitive Personal Information of which the Business Associate becomes aware and/or reports to the Covered Entity.
- e. implement Administrative, Physical and Technical Safeguards consistent with industry standards that reasonably and appropriately maintain the security of, prevent unauthorized use and/or disclosure of, and protect the confidentiality, integrity, and availability of any Electronic Protected Health Information or other Sensitive Personal Information it creates, receives, maintains, or transmits on behalf of Covered Entity.
- f. Business Associate shall employ Safeguards that are required for Business Associate to implement pursuant 45 C.F.R. Part 164, Subpart C.
- g. require all of its subcontractors and agents that create, receive, maintain, or transmit Protected Health Information under this BAA to agree, in the form of a Business Associate Agreement that meets the requirements at 45 C.F.R. § 164.314(a), to adhere to substantially similar restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to Section 3 of this BAA.
- h. ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- i. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary's determination that the Covered Entity and Business Associate have complied with the Privacy Rule, subject to attorney-client and other applicable legal privileges.

- j. subject to compliance with any applicable attorney-client privilege and other legal privileges, within fourteen (14) days of receiving a written request from the Covered Entity, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this BAA, subject to attorney-client and other applicable legal privileges.
- k. within fifteen (15) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an Individual for an accounting of the disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. §164.528.
- l. to the extent that Business Associate is obligated to carry out one or more of Covered Entity's obligations under the Privacy Rule, comply with the Privacy Rule requirements that apply to the Covered Entity in the performance of such obligations;
- m. disclose to its subcontractors, agents or other third parties the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted under the Underlying Agreement or this BAA.
- n. report to the designated Privacy Officer of the Covered Entity, in writing, any Breach or Security Incident of which Business Associate becomes aware within ten (10) business days of the Business Associate's discovery of such incident; provided however that unsuccessful attempts of unauthorized access, use, disclosure, modification or destruction of electronic PHI or unsuccessful attempts at interference with systems operations in an information system containing electronic PHI shall be reported by Business Associate to Provider only upon Provider's written request for such information. The Business Associate must include the following information, to the extent known or applicable, when reporting a Breach:
 - (i) Identification of the individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during a Breach;
 - (ii) Description of the circumstances of the Breach;
 - (iii) Date of the Breach;
 - (iv) Date of the discovery;
 - (v) Type of PHI involved (such as full name, Social Security number, date of birth, home address, account number, or medical record number); and
 - (vi) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - (vii) A brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (viii) To the extent applicable, contact procedures for individuals to ask questions or learn additional information, which include a toll-free telephone number, an e-mail address, website, or postal address.

- o. After thirty (30) days written notice to the Covered Entity, the Business Associate shall be permitted to destroy, delete or return all or any portion of the healthcare data received from the Covered Entity, subject to HIPAA and HITECH regulations, in order to properly manage the business affairs of the Business Associate.

This Section 3.1 will survive the termination of this BAA solely with respect to the Protected Health Information that Business Associate retains in accordance with Section 5.4 below because it is not feasible to return or destroy such Protected Health Information.

3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Covered Entity to the Business Associate or the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity will:

- a. provide Business Associate with a copy of its notice of privacy practices (the "Notice") that the Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520.
- b. notify the Business Associate, in writing, of any changes in, or revocation of, the consent or authorization provided to the Covered Entity by Individuals pursuant to 45 C.F.R. §164.506 or §164.508, to the extent such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 C.F.R. parts 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this BAA, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.
- d. not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.
- e. refrain from transmitting to the Business Associate any form of Protected Health Information and Sensitive Personal Information not permitted under the Underlying Agreement.
- f. warrant and represent to the Business Associate that it has written consents from its patients for the authority to transmit Protected Health Information and Sensitive Personal Information to the Business Associate as required by HIPAA, HITECH and Texas privacy laws.

4. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

4.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate will:

- a. within fifteen (15) days of receipt of a written request by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the Individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such Individual under 45 C.F.R. § 164.524.

- b. within fifteen (15) days of receipt of a written request by Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the Protected Health Information to be amended.
- 4.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity will:
 - a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524. and in the reasonable manner and form in which the Business Associate will provide such access.
 - b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate will be required to make and inform the Business Associate of the reasonable form and manner in which such amendment(s) will be made.
- 4.3 HITECH Act Obligations. Business Associate agrees to comply with:
 - a. Sections 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316 of title 45 of the Code of Federal Regulations (regarding administrative, physical and technical security standards) to the extent they apply to Business Associate.
 - b. the HITECH Act and the requirements for use or disclose PHI to the extent such use or disclosure is in compliance with all applicable requirements of Section 164.504(e) of the Privacy Rule.

5. TERM AND TERMINATION

- 5.1 Term. This BAA will become effective on the Effective Date and will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 5. In addition, certain provisions and requirements of this BAA will survive its expiration or other termination in accordance with Section 5.4 herein.
- 5.2 Termination by the Covered Entity. If the Covered Entity makes the determination that the Business Associate has breached a material term of this BAA, the Covered Entity shall provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination by Covered Entity of this BAA and any Underlying Agreement. Nothing contained in this Section 5.2 will be deemed to require the Covered Entity to terminate this BAA and the Underlying Agreement upon breach by Business Associate of a material term of this BAA if termination is not feasible. Notwithstanding the above, the Covered Entity may terminate this BAA for any reason to ensure this BAA terminates as of the same termination date of the Underlying Agreement.
- 5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under any Underlying Agreement or this BAA, or that the Covered Entity has breached a material term of this BAA, Business Associate may provide thirty (30) days written notice of its intention to terminate this BAA and the

Underlying Agreement. Business Associate agrees, however, to in good faith cooperate with Covered Entity to allow Covered Entity to cure the breach or to find a mutually satisfactory resolution to the matter prior to terminating. Notwithstanding the above, the Business Associate may terminate this BAA for any reason to ensure this BAA terminates as of the same termination date of the Underlying Agreement.

- 5.4 Effect of Termination. Upon termination of the Underlying Agreement, Business Associate will return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J), if it is feasible to do so. Prior to doing so, the Business Associate will use its best efforts to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. The notification will include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession; and (ii) the specific reasons for such determination. Business Associate will extend any and all protections, limitations and restrictions contained in this BAA to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this BAA, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it is not feasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this BAA and its Business Associate Agreements with the subcontractors and agents to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BAA, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. Business Associate's obligations under this Section 5.4 will not apply to Protected Health Information that is the subject of other agreements between Covered Entity and Business Associate to the extent those other agreements survive the termination, and Business Associate may retain any Protected Health Information necessary to Business Associate's services under any other agreements with Covered Entity.

6. ACKNOWLEDGEMENTS

Each Party acknowledges and agrees that:

- a. neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Each Party certifies to the other Party that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this BAA.
- b. it will reasonably cooperate with the other Party in the performance of their mutual obligations under this BAA and their respective obligations under HIPAA.

7. MISCELLANEOUS

- 7.1 Business Associate. For purposes of this BAA, Business Associate will include the named Business Associate herein. However, in the event that the Business Associate is otherwise a covered entity under the Privacy Rule, that entity may appropriately designate a health care component of the entity, pursuant to HIPAA and the HITECH Act as applicable, as the Business Associate for purposes of this BAA.

- 7.2 Amendments; Waiver. This BAA may not be modified, nor will any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and the HITECH Act. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 7.4 Notices. Any notices to be given under this BAA will be made in accordance with the Notice provision of the Underlying Agreement.
- 7.5 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this BAA, the Parties will make good faith efforts to resolve such matters informally.
- 7.6 Governing Law. This BAA shall be governed by, and construed in accordance with the laws of the State of Texas to the extent that the provisions of HIPAA do not preempt the laws of the State of Texas.
- 7.7 Jurisdiction. In the event of litigation, (a) sole jurisdiction will be in the state and federal courts located in Tarrant County, Texas (b) both parties agree that this is not an inconvenient forum.
- 7.8 Interpretation. In the event of any conflict between the provisions of this BAA and the Underlying Agreement with regard to PHI, this BAA controls. Any ambiguity in this BAA will be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the Privacy Rule and the Security Rule.

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM PARTICIPATION AND BUSINESS AGREEMENT WITH THE NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL FOR PARTICIPATION IN THE WHOLE BLOOD PILOT PROGRAM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The North Central Texas Regional Advisory Council (NCTTRAC), in partnership with the Texas Department of State Health Services (DSHS), is implementing a regional Prehospital Whole Blood (PHWB) Pilot Program to expand the availability of whole-blood transfusion in the prehospital environment.

WHEREAS, NCTTRAC is a Texas Regional Advisory Council whose activities are generally described as: an organized group of healthcare entities and other concerned citizens who have an interest in improving and organizing trauma care within a specified Trauma Service Area (TSA); and

WHEREAS, participation in the program represents an opportunity to expand the Fire Department's advanced prehospital clinical capabilities and provide earlier resuscitative treatment to critically ill or injured patients experiencing significant blood loss.

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 execute a program participation and business agreement with the North Central Texas Trauma Regional Advisory Council for the participation in the Whole Blood Pilot Program.

Section 2. 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 4TH DAY OF NOVEMBER 2026.

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: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: Public Works/Water Distribution

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing expenditure authority for Camelot Landfill in an amount not to exceed \$350,000.00 for the disposal of solid waste from the Wastewater Treatment Plant. (Whitt)

Background:

Approve a resolution authorizing expenditure authority in an amount not to exceed \$350,000.00 to Camelot Landfill for the disposal of solid waste from the Wastewater Treatment Plant. Operating a wastewater treatment plant generates various forms of waste, including sludge produced through the belt press process. This sludge must be disposed of at a landfill approved by the Texas Commission on Environmental Quality (TCEQ). The City currently utilizes the City of Denton Landfill as an approved disposal site. Located approximately 26.2 miles from the Wastewater Treatment Plant, the landfill has a current disposal rate of \$61.50 per ton. Camelot Landfill is also an approved disposal site and is located approximately 11 miles from the Wastewater Treatment Plant. Its current disposal rate is \$50.25 per ton, making it both the closer and less expensive option. The City intends to use Camelot Landfill as its primary disposal site, with the City of Denton Landfill remaining available as a backup. The City averages approximately 550 tons of sludge disposal per month. Based on current disposal rates and an anticipated 5% rate increase from Camelot Landfill in January, annual disposal costs are projected to require expenditure authority of up to \$350,000.

Attachments:

[Sludge Hauling PO Memo.doc](#)

[Republic Services Disposal Cost.doc](#)

[City of Denton Disposal Cost.doc](#)

[Res. 2026-xxx Camelot Landfill.docx](#)



From: James Whitt, Department of Public Works
 Sent: October 28, 2026
 Subject: Purchase Order for Sludge Hauling

Requesting a resolution authorizing the City Manager to authorize a purchase order for the Camelot Landfill in the amount of \$350,000 for the disposal of solid waste from the Wastewater Treatment Plant. This is a slight increase over last year and reflects both residential and commercial growth.



FY 2026/2027 Sludge Hauling Purchase Order

Council Meeting
11/4/2026

Operating Fund	Budget
200-62-6213 Contractual Services	\$350,928.56
Requested Camelot Landfill PO	\$350,000.00
Subtotal	\$928.56





From: James Whitt, Department of Public Works
Sent: October 28, 2026
Subject: Republic Services Disposal Cost

Good morning,

Your current disposal rate is \$50.25 per ton plus fees*

***Fees**

- Environmental - \$19.71 per truckload
- Fuel Recovery – Percentage varies monthly. Currently at 16.12%

Effective August 1st, 2027, your rate will increase by 5%.

Please let me know if you have any questions or need anything else at this time.

Thank you,

David Thornburg

Special Waste Executive

North Texas Landfills

911 E Hwy 121 Business, Suite 201
Lewisville, TX 75057
e dthornburg@republicservices.com
o 214-505-4714
c 214-505-4714
f 480-718-4120
w RepublicServices.com



Sustainability in Action

Special Waste profiles are now online! Our new online portal allows our customers to create new profiles, recertify profiles, view disposal tickets and more. Need an account? Contact your Sales Representative or Sales Coordinator to get your account set up today! Already have an account? Log in here to manage your profiles in the [Special Waste Online Account](#).



From: James Whitt, Department of Public Works
Sent: October 28, 2026
Subject: City of Denton Disposal Cost

Good Morning!

Our sludge rate did not change this year. It is \$61.50 per ton.

Thank you,

Kailey Alberto
SW Support Services Supervisor
Pronouns: She/Her
Solid Waste & Recycling Department
Office: (940) 349-8025
www.cityofdenton.com



CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AUTHORIZING EXPENDITURE AUTHORITY FOR CAMELOT LANDFILL FOR THE DISPOSAL OF SOLID WASTE FROM THE WASTEWATER TREATMENT PLANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, that the City Council of the City of The Colony, Texas hereby authorizes expenditure authority for Camelot Landfill for the disposal of solid waste from the Wastewater Treatment Plant; and

WHEREAS, the City of The Colony is agreeing to the services not to exceed the amount of \$350,000.00.

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 authorizes expenditure authority for Camelot Landfill in the amount of \$350,000.00 for disposal of solid waste from the Wastewater Treatment Plant.

Section 2. That the City Manager and/or his designee are authorized to award said expenditure.

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 4th DAY OF NOVEMBER 2026.

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: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Resolution

Agenda Section: consent agenda

Suggested Action:

Consider approving a resolution authorizing the City Manager to participate in and execute any appropriate documentation related to the Albertsons Companies, Inc. Opioid Settlement brought by the State of Texas. (Miller/Beene)

Background:

Attachments:

[Res. 2026-xxx Opioid Settlement - Albertsons Companies, Inc..docx](#)

CITY OF THE COLONY, TEXAS

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, ELECTING TO PARTICIPATE IN THE ALBERTSONS COMPANIES, INC., OPIOID SETTLEMENT CONCERNING THE NATIONAL OPIOID CRISIS; AUTHORIZING THE MAYOR, CITY MANAGER AND STAFF TO EXECUTE ANY AND ALL APPROPRIATE DOCUMENTATION RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a proposed national settlement agreement has been reached that would resolve all opioid claims with Albertsons Companies, Inc. (the “Settlement”); and

WHEREAS, the City Council of the City of The Colony, Texas, hereby elects to participate in the Settlement and authorizes the Mayor, City Manager, City Secretary, and/or City staff to execute a Subdivision Participation and Release Form, and any and all related forms and documents concerning the Albertson’s opioid settlement; and

WHEREAS, the City Council of the City of The Colony, Texas, authorizes the Mayor, City Manager, City Secretary, and/or City staff to execute any and all documents related thereto.

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

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

SECTION 2. The City Council of the City of The Colony, Texas, hereby elects to participate in the Settlement, and authorizes the Mayor, City Manager and/or City Secretary to execute the Subdivision Participation and Release Form, and any and all related forms concerning the Settlement.

SECTION 3. The City Council of the City of The Colony, Texas, hereby authorizes the Mayor, City Manager, City Secretary and/or City staff to execute any and all documentation necessary related to the Settlement, and to take any and all other steps requested or authorized by and relative to the Settlement referenced in this Resolution.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 4TH DAY OF NOVEMBER 2026.

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: November 4, 2026

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 regarding a Specific Use Permit to allow Auto parts and accessory sales (inside only) at 4177 Main Street, Suite 200, approximately 2,060 square feet located within Planned Development 14 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:

[SUP26-0004 - The Colony Audio & Tint - - CC Staff Report.doc](#)

[Applicant Narrative.pdf](#)

[Ord. 2026-xxxx-The Colony Audio Tint.docx](#)

[SUP26-0004 Exhibits A.pdf](#)

CITY COUNCIL REPORT

AGENDA DATE: November 4, 2026

DEPARTMENT: Planning and Development Department

SUBJECT: *SUP26-0004 – 4177 Main Street 200 – The Colony Audio & Tint (Auto Parts and Accessory Sales – Inside Only)*

Conduct a public hearing, discuss, and consider an ordinance regarding a Specific Use Permit to allow Auto parts and accessory sales (inside only) at 4177 Main Street, Suite 200. The subject suite contains approximately 2060 sqft, located within Planned Development 14 and Gateway Overlay District.

OWNER/APPLICANT

Owner: Colony Assets Development LLC Plano, TX

Applicant: Mack Awad Dallas, TX

EXISTING CONDITION OF PROPERTY

The subject site is within the Planned Development District 14 (PD-14). PD-14 contains approximately 6.94-acres and consists of a mix of retail, personal service and auto-repair commercial development. The subject suite is located within the rear portion of the building addressed as 4177 Main Street (west of Main Street and approximately 460 feet south of Ridgpointe Drive).

The applicant requests approval of a Specific Use Permit to allow an Auto Parts and Accessory Sales—Inside Only use within Suite 200.

PROPOSED DEVELOPMENT

The applicant requests approval of a Specific Use Permit (SUP) to allow an Auto Parts and Accessory Sales—Inside Only use for The Colony Audio & Tint.

The business would sell and install automotive accessories entirely within the tenant space. The applicants narrative indicates, 70% of products will be retailed and installed. Retail is projected at 15%, where installation service is also 15%. Proposed products and services include automotive window tint, paint protection film, car audio equipment, in-car entertainment systems, alarms, security systems, lighting upgrades, cameras, remote-start systems, navigation equipment, and similar automotive electronics and accessories.

No outdoor sales, outdoor storage, outdoor installation, or vehicle repair activity is uses are permitted or requested in the request.

PRIOR ACTION

On October 13, 2026 the Planning and Zoning Commission recommended (6-0) to approve the request regarding the Specific Use Permit (SUP) to approve a Auto Parts and accessory Sales (inside only) use of, approximately 2,060 sq ft with condition to revoke Ordinance 2018-2305, located within Planned Development 14 and Gateway Overlay District.

ADJACENT ZONING AND LAND USE

North – Planned Development 14 (PD-14) – Retail strip center

South – Planned Development 14 (PD-14) – Washguys Carwash

East - Planned Development 14 (PD-14) – Midas / Speedee Oil Change

West – Planned Development 14 (PD-14) – Undeveloped

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) recommends approval of the proposed Specific Use Permit consistent with the conditions as stated in the staff report.

ATTACHMENTS

- | | | |
|-------------------|---------------------|-----------------------|
| 1. Staff Analysis | 4. Development Plan | 5. Proposed Ordinance |
| 2. Location Map | | |
| 3. Narrative | | |

ATTACHMENT 1

Staff Analysis

LAND USE ANALYSIS

The applicant requests approval of a Specific Use Permit to allow an Auto Parts and Accessory Sales—Inside Only use at 4177 Main Street, Suite 200, within Planned Development District 14 (PD-14), also known as the Lone Star Carwash development, and the Gateway Overlay District.

PD-14 consists of a mix of retail, service, and automotive-oriented uses. The area immediately north of the subject site is developed with restaurants, a food store, a health studio, and a tattoo parlor. Nearby automotive-oriented uses include Washguys Carwash to the south and Midas/Speedee Oil Change to the east.

The proposed Auto Parts and Accessory Sales—Inside Only use is compatible with the existing mix of commercial and automotive-oriented uses within the surrounding commercial area. Because all sales and installation activities would occur entirely within the tenant space, the proposed use is not anticipated to create adverse impacts associated with outdoor storage, outdoor display, exterior installation activities, or expanded vehicle service operations.

The applicant proposes to operate Monday through Saturday from 9:00 a.m. to 6:00 p.m.

According to the applicant's narrative, the business would offer the following products and services:

- | | | |
|--------------------------|------------------------|-------------------------|
| • Automotive window tint | • Apple CarPlay and | • Vehicle security and |
| • Paint Protection Film | Android Auto | alarm systems |
| (PPF) | integration | • GPS navigation |
| • Car audio systems | • Backup cameras | systems |
| • Speakers and | • Dash cameras | • LED lighting upgrades |
| subwoofers | • Remote start systems | |
| • Amplifiers | | |

- Other automotive accessories
electronics and

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 Vision Map identifies this area as "Regional Mixed-use Center." The proposed specity retail use is a retail and service business consistent with the mix of retail and services uses anticipated for "Regional Mixed-use Center" areas.
2. **Conformance with applicable regulations and standards established by the zoning regulations;**
With approval of the Specific Use Permit and compliance with the recommended conditions of approval, the proposed use conforms with the applicable zoning regulations and development standards. 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 subject suite is located in the rear portion of the building at 4177 Main Street and is part of an existing three-building planned development. As currently designed, and with no reconfigurations anticipated, the subject site and proposed use are compatible with the permitted uses on abutting sites.
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, access points, internal circulation, and parking areas were previously reviewed and approved by the City. The proposed use is not anticipated to generate traffic beyond that typically associated with a commercial tenant space. No adverse impacts to traffic circulation, pedestrian access, or parking are anticipated.
5. **Protection of persons and property from erosion, flood, or water damage, fire, noise, glare, air quality, generation of dust and odors, and similar hazards and impacts;**
The proposed use would be required to comply with all applicable building, fire, and development regulations. Because the business would operate entirely within the tenant space, the proposed use is not anticipated to create significant impacts related to noise, glare, dust, odors, or similar hazards.
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, signage will be subject to standard building permit conditions at time of application.

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

The subject site meets applicable off-street parking requirements. The proposed use does not include outdoor storage, outdoor installation, or other exterior operational components that would create a need for additional parking or loading facilities. No increase in required off-street parking is anticipated.

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;

The proposed development and use of the suite appears compatible with the shopping center and adjacent uses.

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

The property ownership has agreed with staff's request to revoke SUP 2018-2305 which was for a studio (dance) use. The revocation prevents conflicting and overlapping land uses and well as simplifies the administration of the ordinance.

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.

With the exclusions and conditions as reflected the proposed use is not anticipated to be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity.

Infrastructure Improvements

No specific public infrastructure improvements are planned for this area.

Notification

The Zoning Ordinance requires newspaper notification a minimum of fifteen (15) days prior to the Planning and Zoning Commission meeting. Notice for this SUP Public Hearing was published in *The Dallas Morning News* on October 15, 2026. 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 October 15, 2026 to property owners within 200 feet. No comments either for or against the SUP were received as of printing of this packet.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) recommends approval of the proposed Specific Use Permit consistent with conditions including the revocation of Ordinance 2018-2305, as stated in the staff report.

The applicant requests a Planned Development Amendment to allow the specific use of **Auto Parts and Accessory Sales (Inside Only)** on the property. This request is only to allow this specific use and does not request all General Retail uses. The business will provide indoor installation of window tint, paint protection film (PPF), automotive audio, remote start systems, lighting upgrades, and other vehicle accessories. All work will be performed inside the existing building.

Compatibility with the Surrounding Area

The property is located along Main Street in an established commercial area with retail, restaurant, office, and automotive businesses. **Midas Automotive** operates within the same building, a **car wash is located directly behind the property**, and several other automotive businesses are located along Main Street. The proposed Auto Accessories – Indoor use is compatible with these surrounding businesses because all work is performed indoors, with no outdoor storage, body work, painting, or mechanical repair.

- The Colony Audio & Tint is a professional automotive accessory sales and installation business specializing in enhancing the appearance, comfort, convenience, and security of passenger vehicles. The business will operate as the third location under the ownership of Empire Sound & Security, an established North Texas company that has been serving customers since **2008**.

Empire Sound & Security opened its first location in **Dallas** in 2008 and later expanded to a second location in **McKinney**. Due to continued growth and customer demand, the company is now expanding into The Colony under the new business name **The Colony Audio & Tint** to better serve residents of The Colony and the surrounding communities.

The business will offer the sale and professional installation of a wide variety of automotive accessories, including:

- Automotive window tint
- Paint Protection Film (PPF)

- Car audio systems
- Speakers and subwoofers
- Amplifiers
- Apple CarPlay and Android Auto integration
- Backup cameras
- Dash cameras
- Remote start systems
- Vehicle security and alarm systems

- GPS navigation systems

- LED lighting upgrades
- Other automotive electronics and accessories

The business is an authorized dealer and installer for many of the industry's leading manufacturers, including **JL Audio, Garmin, Kicker, Focal, Sony, JVC, Kenwood**, and other nationally recognized brands.

All installation work will be performed entirely inside the building. No heavy automotive repair, engine repair, body work, or automotive painting will be conducted at this location.

Hours of Operation

Monday – Saturday: 9:00 AM – 6:00 PM

Sunday: Closed

The business is expected to employ approximately **3 to 5 employees** initially, with additional hiring as the business continues to grow.

Property Improvements

The proposed project involves only minor modifications to the existing commercial building.

The only exterior building modification will be the installation of **one overhead roll-up garage door** to provide safe indoor access for customer vehicles during installation services.

Interior improvements include remodeling the existing floor plan to create a functional showroom and installation area. No expansion of the building footprint is proposed.

Outdoor Storage

No vehicles, equipment, inventory, or materials will be stored outside the building.

- Customer vehicles will only be parked in designated parking spaces while waiting for scheduled service or customer pickup. There will be no long-term outdoor vehicle storage.

Lighting and Signage

The property already has existing exterior lighting, and no additional site lighting is proposed.

The applicant proposes installing **LED illuminated channel letter signs** on the front and rear elevations of the building.

Compatibility with Surrounding Businesses

The applicant has personally met with the neighboring businesses to discuss the proposed use. The response was overwhelmingly positive, and neighboring business owners expressed enthusiasm about having a professional automotive audio and window tint business locate next to their businesses.

The surrounding area already contains a variety of automotive and commercial uses, making the proposed business a compatible addition to the existing commercial corridor.

Because all installation work is performed indoors, the business is expected to have minimal impacts on surrounding properties with respect to noise, traffic, lighting, and overall appearance.

Parking and Traffic

The business primarily operates by appointment, allowing customer visits to be scheduled throughout the day and minimizing traffic congestion.

The existing parking on-site is adequate to accommodate employees, customers, and vehicles being serviced. The proposed use is not expected to generate traffic beyond what is typical for commercial businesses located along Main Street.

• Community Benefit

The Colony Audio & Tint represents the expansion of an established North Texas business with nearly two decades of experience serving the community. The project will bring additional investment to an existing commercial property while creating new employment opportunities and providing residents with convenient access to high-quality automotive accessory sales and installation services.

The proposed use will enhance the commercial corridor, generate additional sales tax revenue for the City, and provide a valuable service without creating adverse impacts on neighboring properties.

Noise Control and Operational Practices

The Colony Audio & Tint recognizes the importance of operating in a manner that is respectful of neighboring businesses and nearby residential properties. The business is committed to maintaining a professional environment and complying with all applicable City of The Colony noise and nuisance ordinances.

Although the business sells and installs automotive audio systems, remote start systems, security systems, and related electronics, demonstrations of these products will be conducted responsibly and only when necessary to

verify proper installation or to allow customers to evaluate equipment prior to delivery.

Whenever practical, audio demonstrations and system testing will be performed inside the building with the overhead garage door closed. To further minimize sound transmission, the new overhead garage door will be equipped with **sound-insulating material** designed to reduce noise escaping the building during testing and demonstrations.

Any demonstrations conducted outside the building will be limited to brief operational verification only, will occur during normal business hours, and will be maintained at reasonable volume levels. Excessive volume, prolonged demonstrations, or unnecessary operation of vehicle audio systems will not be permitted.

The business will not conduct outdoor advertising events, promotional demonstrations, competitions, or amplified audio displays intended to attract customers. Employees will be trained to ensure all demonstrations are performed professionally and with consideration for neighboring businesses and nearby residences.

The Colony Audio & Tint is committed to being a responsible member of the community and maintaining a positive relationship with neighboring property owners through proactive operational practices and responsible business operations.

SUP26-0004

The Colony Audio and Tint

Type of Sale	Projected % of Total Sales
Product + Installation	70%
Installation-Only Services	15%
Product-Only / Retail Sales	15%
Total	100%

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING THE CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING ORDINANCE, BY 1)APPROVING A SPECIFIC USE PERMIT FOR AN AUTO PARTS AND ACCESSORY SALES (INSIDE ONLY) USE KNOWN AS “THE COLONY AUDIO AND TINT,” 2) REVOKING 2018-2305 A SPECIFIC USE PERMIT FOR A STUDIO (DANCE) USE; LOCATED AT 4177 MAIN STREET SUITE 200, THE COLONY TEXAS, CONTAINING A TOTAL AREA OF 2,060 SQUARE FEET WITHIN THE PLANNED DEVELOPMENT 14 ZONING DISTRICT AND THE GATEWAY OVERLAY DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, have given any requisite notices by publication and otherwise, and have held due public hearings, and afforded a full and fair hearing to all property owners generally, and to all persons interested, and is of the opinion and finds that Specific Use Permit No. SUP26-0004 should be approved to allow an Auto Parts and Accessory Sales (Inside Only) use known as “The Colony Audio and Tint”, within Planned Development 14 Zoning District and the Gateway Overlay District should be approved; and that Ordinance 2018-2305 for Studio Dance should be revoked.

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 approving Specific Use Permit No. SUP26-0004, to permit a Specific Use Permit for Auto Parts and Accessory Sales (Inside Only) use known as “The Colony Audio and Tint” at 4177 Main Street, Suite 200 within the Planned Development 14 Zoning District and Gateway Overlay District.

SECTION 3. That the above property shall be developed and used in compliance with the conditions which are attached hereto and incorporated herein as ***Exhibit A***.

SECTION 4. 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 5. That any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 6. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this 4th day of November, 2026.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST: Auto parts and accessory sales (inside only)

Tina Stewart, TRMC, CMC, City Secretary

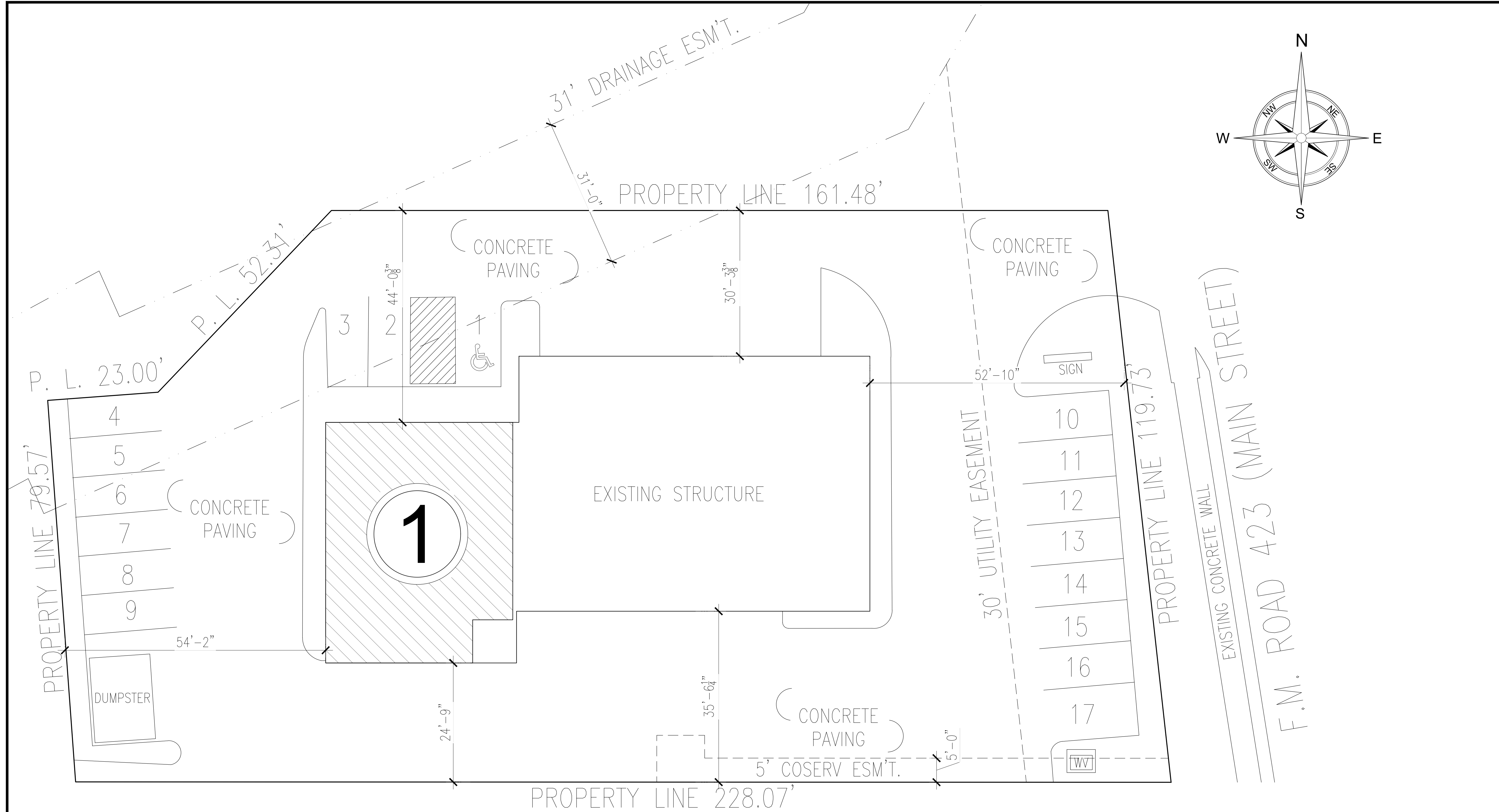
APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

EXHIBIT A
CONDITIONS OF APPROVAL
SPECIFIC USE PERMIT NO. SUP26-0004
THE COLONY AUDIO AND TINT
4177 MAIN STREET, SUITE 200, THE COLONY, TEXAS

The following conditions shall apply to Specific Use Permit No. SUP26-0004:

1. **Approved use and premises.** This Specific Use Permit authorizes the “Auto Parts and Accessory Sales (Inside Only)”, doing business as “The Colony Audio and Tint,” within Suite 200 at 4177 Main Street, The Colony, Texas.
2. Use shall primarily allow the sale and installation of auto accessories consistent with the applicant’s narrative including Automotive window tint, Paint protection film, car audio systems, speakers and subwoofers, amplifiers, Apple CarPlay and Android Auto integration, Backup cameras, Dash cameras, Remote start systems, Vehicle security and alarm systems, GPS navigation systems, Automotive LED lighting and similar electronic and accessories.
3. Approval of SUP26-0004 shall revoke SUP2018-2305.



SITE PLAN

SCALE 1" = 10'

AREA DISTRIBUTION		
1	EXISTING SUITE (REMODEL)	2,060 SQ. FT.
EXISTING STRUCTURE		3,812 SQ. FT.
TOTAL COVERAGE		5,872 SQ. FT.
LOT AREA		25,151 SQ. FT.
% LOT COVERAGE		23.34 %
LEGAL DESCRIPTION		
LOT 1R2R, BLOCK 1, SPOTLESS ADDITION, AN ADDITION TO THE CITY OF THE COLONY, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER CLERK'S FILE No. 2009-103, PLAT RECORDS, DENTON COUNTY, TEXAS		

SUP26-0001
-THE COLONY
AUDIO- TINT

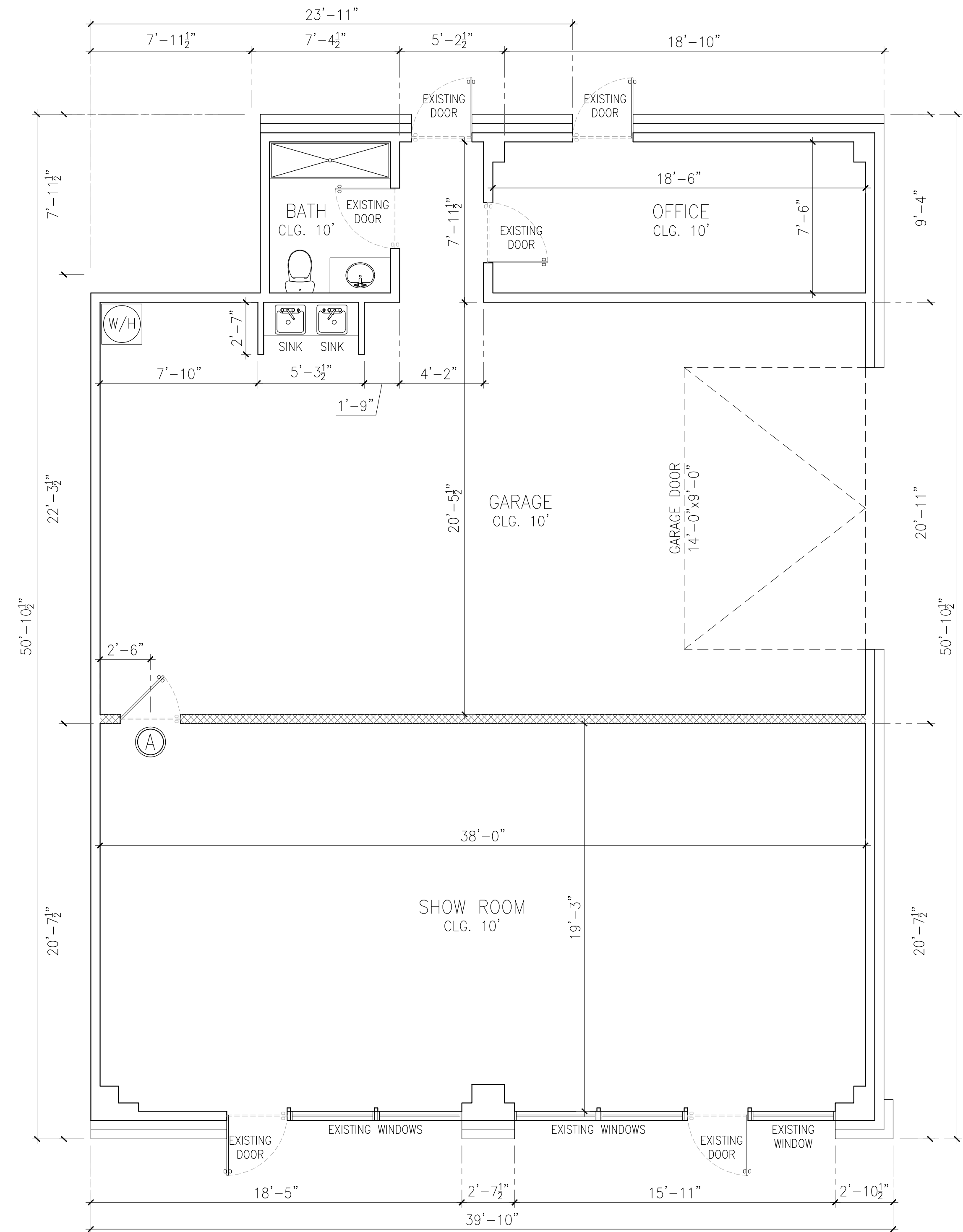


rcplans@outlook.com
21, 1" = 10'

PROJECT DESC.:	COMMERCIAL REMODELING	PLAN:	SITE PLAN	DATE:	06/04/2026	SCALE:	1" = 10'

ADDRESS:
4177 Main Street,
Suite 200
THE COLONY,
TX 75056

PAGE NUMBER:
01



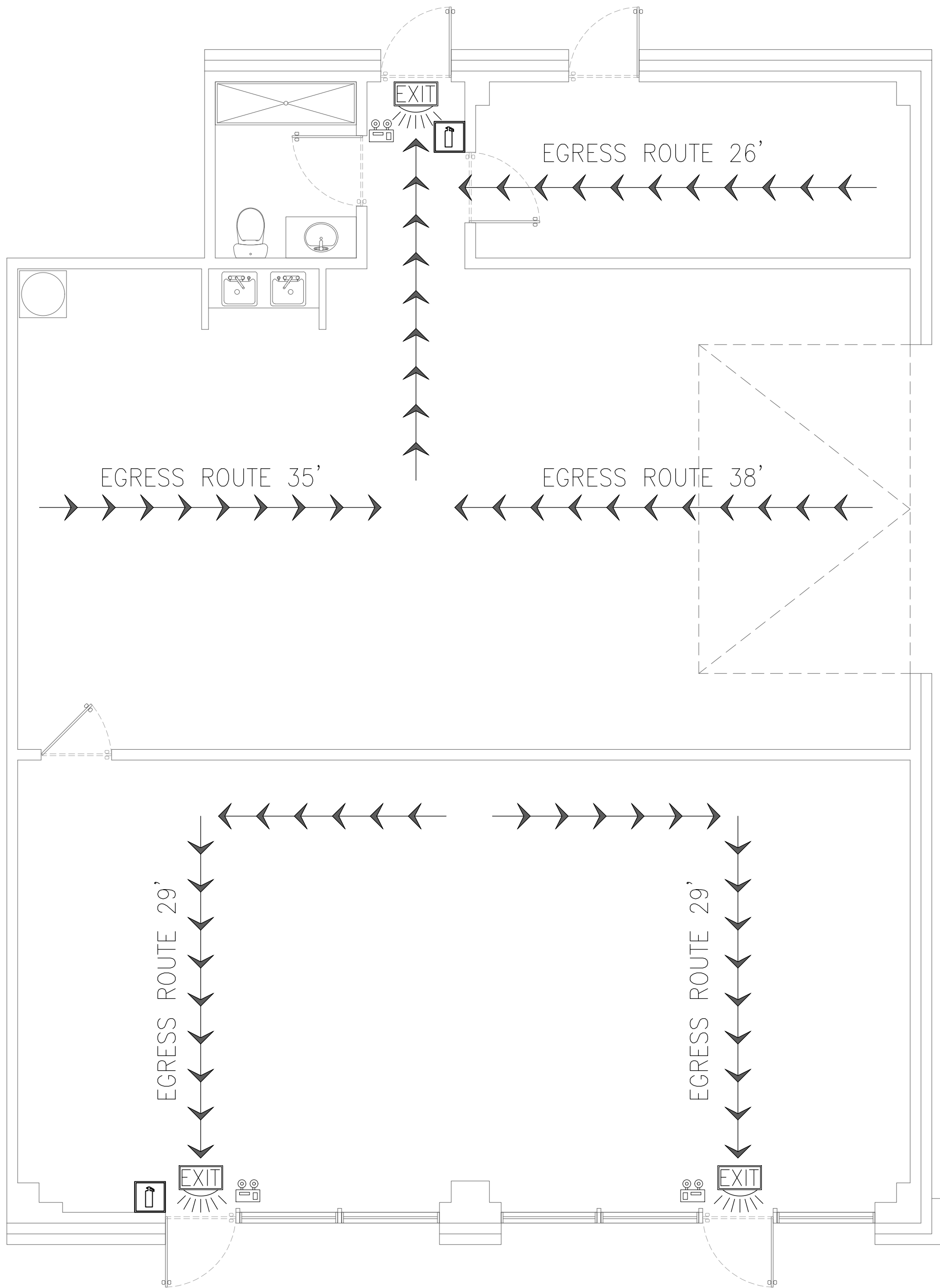
PROPOSED FLOOR PLAN

SCALE 1/4" = 1'-0"

DOORS SCHEDULE			
ITEM	SIZE	QUANTITY	TYPE
A	3'-0" X 7'-0"	1	SHH

SHH = SINGLE HINGED HOLLOW CORE

WALL SCHEDULE	
SYMBOL	DESCRIPTION
	EXISTING STEEL WALL
	NEW 6" STEEL WALL



EGRESS PLAN

SCALE 1/4" = 1'-0"

EMERGENCY EGRESS PLAN	
ITEM	DESCRIPTION
	EMERGENCY EXIT LED SIGN WITH 90 MINUTE BATTERY BACK-UP
	BATTERY BACK-UP EMERGENCY EXIT LIGHT
	FIRE EXTINGUISHER W/ SIGN
	EGRESS ROUTE

SUP26-0001
-THE COLONY
AUDIO- TINT



rcplans@outlook.com
214-859-4267

PROJECT DESC.:	COMMERCIAL REMODELING
PLAN:	PROPOSED FLOOR & EGRESS PLAN
DATE:	06/04/2026
SCALE:	1/4" = 1'-0"

ADDRESS:
4177 Main Street,
Suite 200
THE COLONY,
TX 75056

PAGE NUMBER:

03

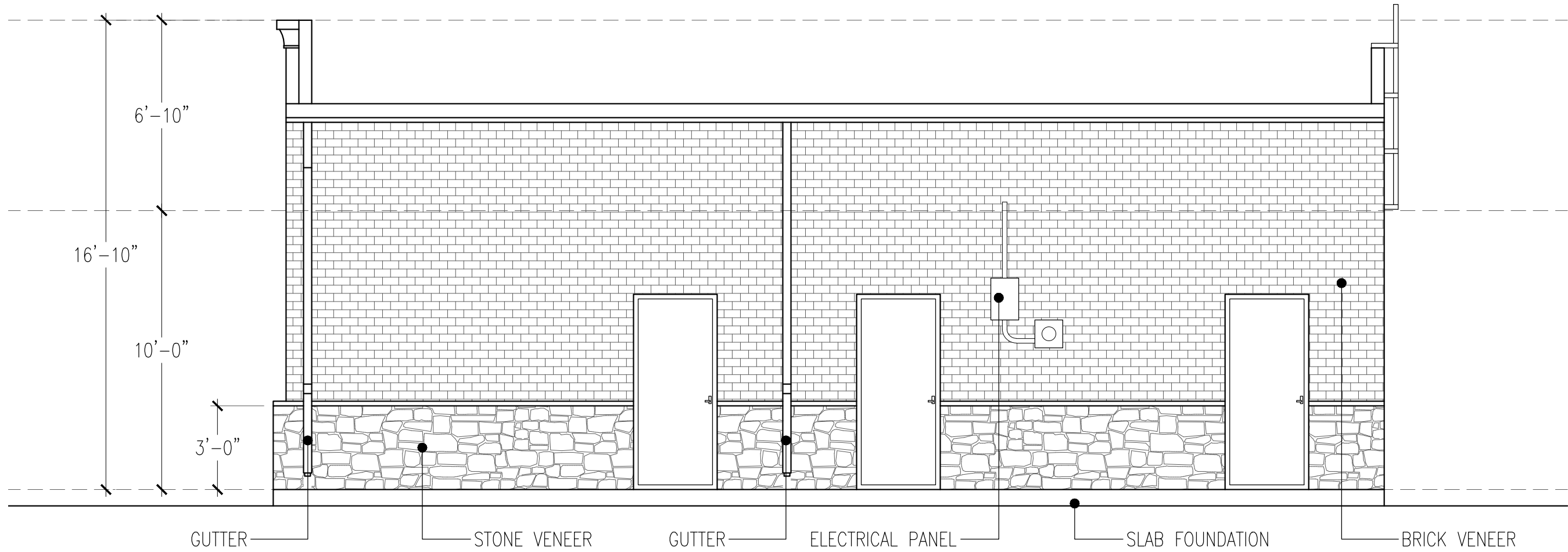
NORTH ELEVATION SQ.FT		
MATERIAL	AREA	%
BRICK VENEER	301.41 SQ.FT	92.50%
STONE VENEER	24.42 SQ.FT	7.50%
TOTAL	325.83 SQ.FT	100.00%

WEST ELEVATION SQ.FT		
MATERIAL	AREA	%
BRICK VENEER	359.25 SQ.FT	78.63%
STONE VENEER	97.63 SQ.FT	21.37%
TOTAL	456.88 SQ.FT	100.00%



EXISTING NORTH ELEVATION

SCALE 1/4" = 1'-0"



EXISTING SOUTH ELEVATION

SCALE 1/4" = 1'-0"

SUP26-0001
-THE COLONY
AUDIO- TINT



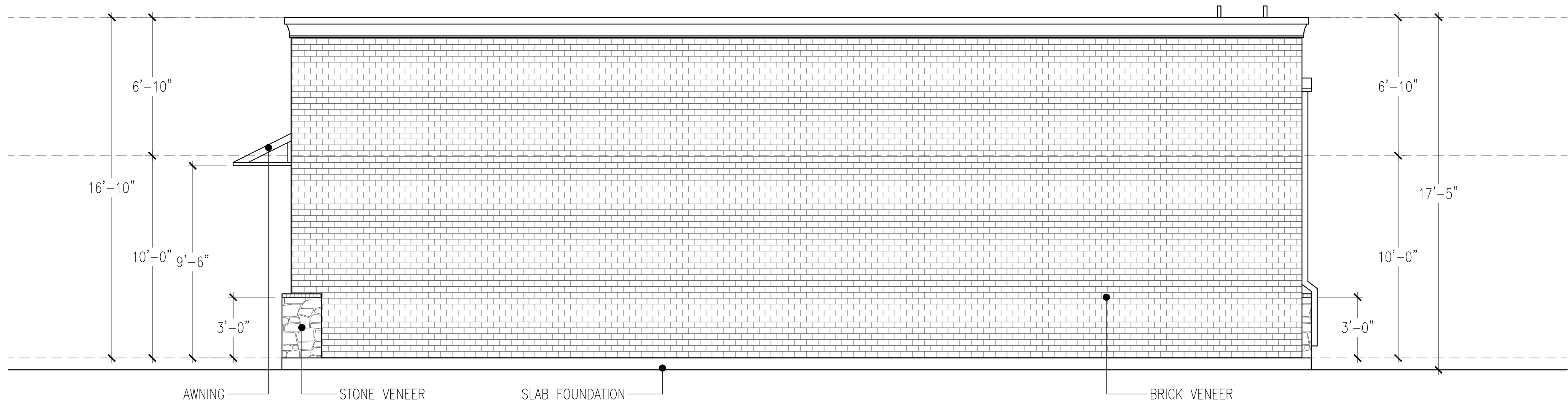
rcplans@outlook.com
214-859-4267

PROJECT DESC.:	COMMERCIAL REMODELING	ELEVATION PLAN	06/04/2026	1/4" = 1'-0"
	PLAN:			
SCALE:	DATE:			
	SCALE:			

ADDRESS:
4177 Main Street, Suite 200
THE COLONY, TX 75056

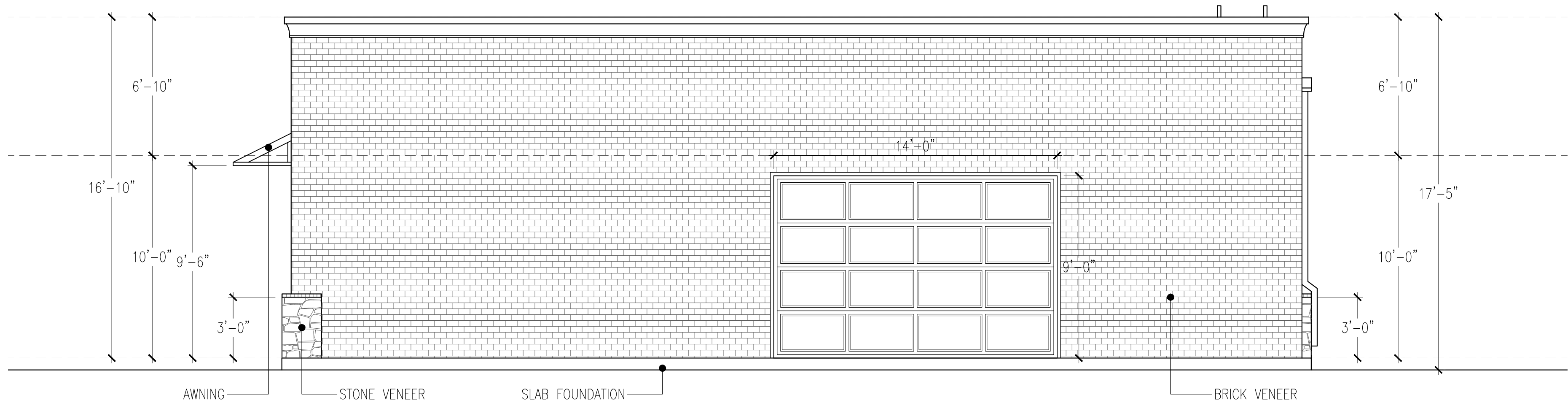
PAGE NUMBER:
04

WEST ELEVATION SQ.FT		
MATERIAL	AREA	%
BRICK VENEER	654.86 SQ.FT	98.85%
STONE VENEER	7.65 SQ.FT	1.15%
TOTAL	662.51 SQ.FT	100.00%



EXISTING WEST ELEVATION

SCALE 1/4" = 1'-0"



PROPOSED WEST ELEVATION

SCALE 1/4" = 1'-0"

SUP26-0001
-THE COLONY
AUDIO- TINT



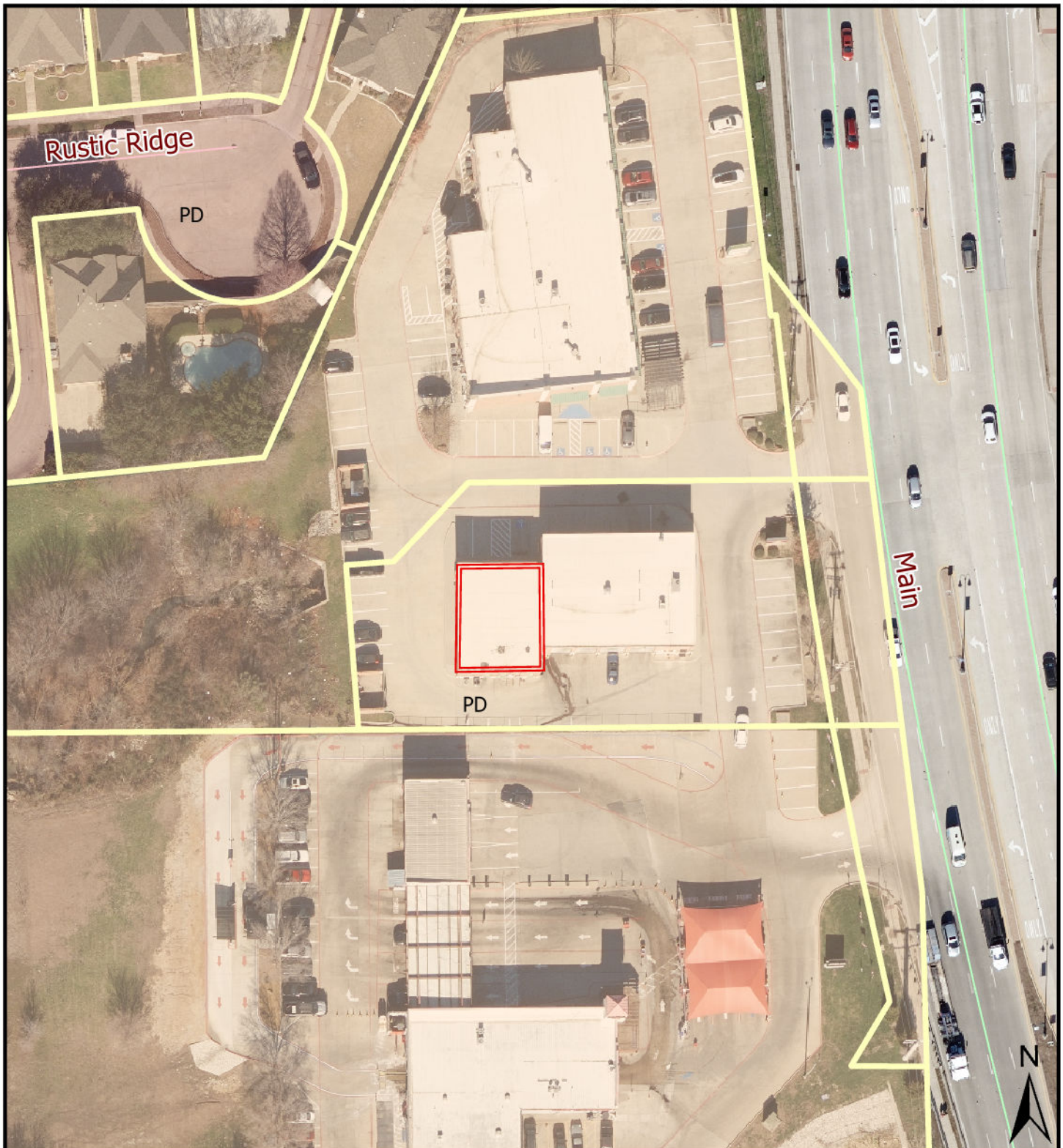
rcplans@outlook.com
214-859-4267

PROJECT DESC.:	COMMERCIAL REMODELING	ELEVATION PLAN	DATE: 06/04/2026	SCALE: 1/4" = 1'-0"
	PLAN:			

ADDRESS:
4177 Main Street,
Suite 200
THE COLONY,
TX 75056

PAGE NUMBER:
05

SUP26-0004 - THE COLONY AUDIO & TINT



- The Colony Audio & Tint
- Parcels

Zoning Areas

- Planned Development

This map was generated by GIS data provided by The Colony GIS Department.
 The City of The Colony does not guarantee the correctness or accuracy of any features on this map.
 These digital products are for illustration purposes only and are not suitable for site-specific decision making.

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

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 regarding a Specific Use Permit to allow Retail Other (Precious Metals Coin Dealer) at 5000 Main Street Suite 203, approximately 924 square feet, located within the Shopping Center (SC) Zoning District and Gateway Overlay District. (Williams)

Background:

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

Attachments:

[SUP26-0005 - KC Gold, Silver & Rare Coins - 5000 Main Street Suite 203 - CC Staff Report.doc](#)

[Narrative KC Gold Silver 2026.docx](#)

[Ord. 2026-xxxx -SUP-KC Gold Silver Rare Coins.docx](#)

[SUP26-0005 - Exhibit A.pdf](#)

CITY COUNCIL REPORT

AGENDA DATE: November 4, 2026

DEPARTMENT: Planning and Development Department

SUBJECT: *SUP26-0005 – 5000 Main Street Suite 203 – KC Gold, Silver and Rare Coins (Precious Metals and Coins Dealer – Retail Other) - Specific Use Permit*

Conduct a public hearing, discuss, and consider an ordinance regarding a Specific Use Permit to allow Retail Other (Precious Metals Coin Dealer) at 5000 Main Street Suite 203. The subject suite contains approximately 924 sqft, located within the Shopping Center (SC) Zoning District and Gateway Overlay District.

OWNER/APPLICANT

Owner:	Colony PPC, LP	Van Nuys, CA
Applicant:	Raymond Cartwright	Denton, TX

EXISTING CONDITION OF PROPERTY

The proposed operation is located within an existing multi-tenant shopping center known as The Shops at The Colony.

PROPOSED DEVELOPMENT

The applicant requests Specific Use Permit (SUP) approval to allow an operation considered as a “Retail Store and Shop, other” [than listed] in combination with a “Crafted Precious Metal Dealer” operation (in accordance with Chapter 1956 of the Texas Occupations Code). The business proposes to buy and sell coins, precious metal bars, and related collectible items as well as precious metals including flatware and other crafted precious metal goods. The applicant has indicated that the proposed hours of operation would be Monday through Friday, from 9:30 a.m. to 5:30 p.m. The use will be entirely within suite 203 of 5000 Main Street.

PRIOR ACTION

On October 13, 2026 the Planning and Zoning Commission recommended (6-0) to approve with conditions the request regarding the Specific Use Permit (SUP) to approve a Precious Metals and Coins Dealer use at 5000 Main Street, Suite 203. Conditional to prohibit pawnshop transactions, collateral loan, credit access, or other lending operations within the approximately 924 ft. suite.

ADJACENT ZONING AND LAND USE

North – Shopping Center (SC) – Colony PPC, LP and Klopro-Main LLC
South – General Retail (GR) – Colony Corners Strip mall
East - Shopping Center (SC) – Proton PRC LTD
West – Shopping Center (SC) – Taco Bell

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) recommends approval of the proposed Specific Use Permit consistent with the conditions as stated in the staff report.

ATTACHMENTS

- | | | |
|-------------------|---------------------|-----------------------|
| 1. Staff Analysis | 4. Development Plan | 6. Proposed Ordinance |
| 2. Location Map | | |
| 3. Narrative | 5. Photographs | |

ATTACHMENT 1

Staff Analysis

LAND USE ANALYSIS

The applicant requests Specific Use Permit (SUP) approval to allow a Retail Store and Shop other than listed plus include a “Crafted Precious Metal Dealer”, within Suite 203 at 5000 Main Street Suite 203 contains approximately 924-square-foot. The subject property is located in the Shopping Center (SC) Zoning District and Gateway Overlay District.

The Zoning Ordinance requires SUP approval for retail uses that are not specifically identified in the land use chart and when located within the Shopping Center District (SC). A precious metals and coin dealer is not expressly identified in the land use chart. However, the proposed business is retail in nature and is comparable to a specialty retail establishment dealing in collectible items, coins, precious metals, antiques, and related merchandise.

The proposed business buys and sells coins, bullion, precious-metal bars, commemorative medals, and other collectible items. Such merchandise may derive value from numismatic (a value given to an item due to its rarity, historical significance, condition and or demand), collectible, artistic, historic, or precious-metal content, rather than solely from the face value of currency or the scrap value of the material.

In addition to its numismatic and collectible merchandise operations, the applicant proposes to operate as a Crafted Precious Metal Dealer, as permitted, under Chapter 1956 of the Texas Occupations Code. A Crafted Precious Metal Dealer is regulated by the State of Texas and permits the purchase and selling of crafted precious-metal items, including flatware, jewelry, artwork, and similar household or decorative objects. The applicant will be required to obtain and maintain all applicable state registrations or licenses and comply with applicable state and local requirements.

The surrounding shopping center contains a variety of retail, personal-service, office, restaurant, and entertainment-oriented uses. The proposed specialty retail use is consistent with the commercial character of the existing shopping center and is not anticipated to adversely affect adjacent tenants or nearby commercial properties, subject to the proposed conditions of approval.

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 Vision Map identifies this area as "Mixed-use Center." The proposed specialty retail use is a service consistent with rich mix of retail, entertainment and community service uses of Mixed-use Centers.
2. **Conformance with applicable regulations and standards established by the zoning regulations;**
Subject to approval of the SUP and compliance with all applicable conditions, the proposed use can conform to the Zoning Ordinance and other applicable City regulations.
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 subject suite is located within an existing multi-tenant shopping center. The proposed use is compatible with the commercial uses located within the shopping center and on adjacent properties. No changes to building height, setbacks, open space, landscaping, site access, circulation, or architecture are proposed.
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 existing shopping center site plan, access points, internal circulation, and parking areas have previously been reviewed and approved by the City. The proposed use is not anticipated to generate traffic or parking demand beyond that typically associated with a small specialty retail establishment. No adverse impacts on vehicular or pedestrian circulation are anticipated.
5. **Protection of persons and property from erosion, flood, or water damage, fire, noise, glare, air quality, generation of dust and odors, and similar hazards and impacts;**
The proposed suite based, limited retail operations are not anticipated to impact erosion, flood, water damage, fire, noise, glare, air quality nor generate dust and odors and similar hazards.
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 and signage will remain as previously approved.
7. **Adequacy and convenience of off-street parking and loading facilities;**

The subject site meets the Zoning Ordinance requirements for off-street parking and no increase in off-street parking demand is anticipated.

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;**

The proposed specialty retail use is compatible with the existing commercial development pattern, the surrounding shopping center, and adjacent commercial uses.

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**

Staff recommends conditions prohibiting pawnshop transactions, collateral loans, credit-access services, and other lending operations. These conditions are intended to ensure that the business remains a specialty retail establishment and does not operate as a pawnshop or financial-service use.

Because the proposed use includes the purchase of precious metals and other valuable items from the public, the business will also be subject to applicable State licensing requirements and City Certificate of Occupancy requirements. Prior to issuance of a Certificate of Occupancy, the applicant shall coordinate with the Police Department regarding applicable security measures and operational requirements associated with the business. These requirements may include security measures appropriate to the operation, recordkeeping, transaction documentation, and other applicable requirements.

The recommended SUP and Certificate of Occupancy conditions are the minimum measures necessary to distinguish the proposed specialty retail use from a pawnshop or lending establishment and to minimize potential impacts on nearby businesses and the 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.**

Subject to the recommended conditions, the proposed use is not anticipated to be detrimental to public health, safety, or welfare, nor materially injurious to nearby properties or improvements.

Infrastructure Improvements

No specific public infrastructure improvements are planned for this area.

Notification

The Zoning Ordinance requires newspaper notification a minimum of fifteen (15) days prior to the Planning and Zoning Commission meeting. Notice for this SUP Public Hearing was published in *The Dallas Morning News* on October 15, 2026. In addition, the Zoning Ordinance requires notification of property owners located within 200 feet of

the subject property a minimum of fifteen (15) days prior to the public hearing. Public Hearing notices were mailed on October 15, 2026 to property owners within 200 feet. No comments either for or against the SUP were received as of printing of this packet.

DEVELOPMENT REVIEW COMMITTEE (DRC) REVIEW

The Development Review Committee (DRC) recommends approval of the Retail Store and Shop Other than Listed plus the Operation as a Crafted Precious Metals Dealer proposed Specific Use Permit consistent with conditions as stated in Exhibit A.

KC Gold, Silver & Rare Coins respectfully requests approval of a defined retail use authorization requiring modification of the City of The Colony's zoning regulations to allow a SUP at our new location. The business has operated within The Colony for five years, previously at a different site within the same commercial corridor. Upon relocating to a nearby shopping center, it was determined that the City's current ordinance does not expressly classify our specific retail activity, and formal authorization is now required to ensure full compliance with the zoning framework.

KC Gold, Silver & Rare Coins operates exclusively as a low-impact retail establishment engaged in the lawful purchase and sale of precious metals, rare U.S. coins, and related items. All activities are strictly retail in nature. The business does not conduct crafting, custom item creation, refining, smelting, or any other manufacturing or industrial processes. Operations consist solely of customer-facing retail transactions, evaluation of numismatic items, and market-based pricing of gold, silver, and bullion products. The business does not provide banking services, financing, loans, or any form of traditional pawn operations. No collateral-based transactions, lending activities, or financial-service functions occur on site. The business also does not engage in consignments of any kind.

As a precious metal consultant, the owner specializes in educating customers on the value and historical significance of gold and silver. The store primarily focuses on pre-1964 constitutional silver and pre-1933 gold, and also assists individuals seeking to obtain physical precious metals for their investment portfolios. By definition, precious metals include any level of silver, gold, or platinum contained in an item—ranging from flatware and jewelry to coins and bullion.

Overall sales activity reflects a balanced and stable retail profile. Approximately 50% to 60% of gross sales consist of numismatic transactions, including collectible U.S. coins and historical precious-metal items. The remaining 40% to 50% of sales involve direct precious-metal bullion transactions, a proportion influenced primarily by fluctuations in the market price of gold and silver. Inventory levels for both numismatic items and precious metals are intentionally kept low, consistent with the business's small-scale, single-owner retail model and its emphasis on customer-driven purchasing rather than high-volume stockpiling. This distribution demonstrates a diversified, low-intensity retail operation with predictable customer activity and minimal on-site storage.

The business is operated solely by its owner, who personally conducts all evaluations, transactions, and customer interactions. KC Gold, Silver & Rare Coins maintains regular weekday hours of Monday through Friday, 9:30 a.m. to 5:30 p.m., ensuring consistent availability and direct oversight by the owner. This single-worker structure supports a controlled, low-intensity retail environment with minimal operational impacts.

The business model aligns with typical low-intensity retail uses. Transactions involve no hazardous materials, industrial equipment, or processes inconsistent with the intent of the zoning district. The new site's building scale, architectural character, setbacks, landscaping, parking supply, and circulation patterns remain fully compatible with surrounding commercial uses. Operations generate minimal traffic and do not produce noise, glare, dust, odors, or environmental impacts beyond those associated with standard retail activity. Signage is modest, professionally maintained, and appropriately located.

KC Gold, Silver & Rare Coins provides a secure, customer-oriented environment consistent with permitted retail uses. The business has demonstrated responsible operation, strong public confidence, and positive community engagement through support of local programs and charitable initiatives.

For these reasons, KC Gold, Silver & Rare Coins respectfully requests approval of a defined retail use authorization, including any necessary amendment to the City's zoning ordinance, to formally recognize and permit this established low-impact retail use at its new location. The business does not create detrimental effects on public health, safety, or welfare, nor does it impose material injury upon adjacent properties. Any conditions associated with approval would be minimal, as the use fully conforms to the City's expectations for compatible, responsible, and community-oriented retail activity.

CITY OF THE COLONY, TEXAS

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, AMENDING THE CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING ORDINANCE, BY APPROVING A SPECIFIC USE PERMIT FOR A PRECIOUS METALS AND COIN DEALER KNOWN AS “KC GOLD, SILVER AND RARE COINS,” LOCATED AT 5000 MAIN STREET SUITE 203, THE COLONY TEXAS, CONTAINING A TOTAL AREA OF 924 SQUARE FEET WITHIN THE SHOPPING CENTER (SC) ZONING DISTRICT AND THE GATEWAY OVERLAY DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council of the City of The Colony, Texas, in compliance with the laws of the State of Texas, and the Code of Ordinances of the City of The Colony, Texas, have given any requisite notices by publication and otherwise, and have held due public hearings, and afforded a full and fair hearing to all property owners generally, and to all persons interested, and is of the opinion and finds that Specific Use Permit No. SUPA26-0005 should be approved to allow a Precious Metals and Coin Dealer known as “KC Gold, Silver and Rare Coins, within the Shopping Center (SC) Zoning District and the Gateway Overlay District should be approved.

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

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

SECTION 2. That the Code of Ordinances, Appendix A, Comprehensive Zoning Ordinance, of the City of The Colony should be amended by approving Specific Use Permit No. SUP26-0005, to permit a Specific Use Permit for a Precious Metal and Coin Dealer use known as “KC Gold, Silver and Rare Coins” at 5000 Main Street, Suite 203 within the Shopping Center (SC) Zoning District and Gateway Overlay District.

SECTION 3. That the above property shall be developed and used in compliance with the conditions which are attached hereto and incorporated herein as ***Exhibit A***.

SECTION 4. 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 5. 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 6. That this Ordinance shall become effective immediately upon its passage.

DULY PASSED by the City Council of the City of The Colony, Texas, this 4th day of November, 2026.

Richard Boyer, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TRMC, CMC, City Secretary

APPROVED AS TO FORM:

Jeffrey L. Moore, City Attorney

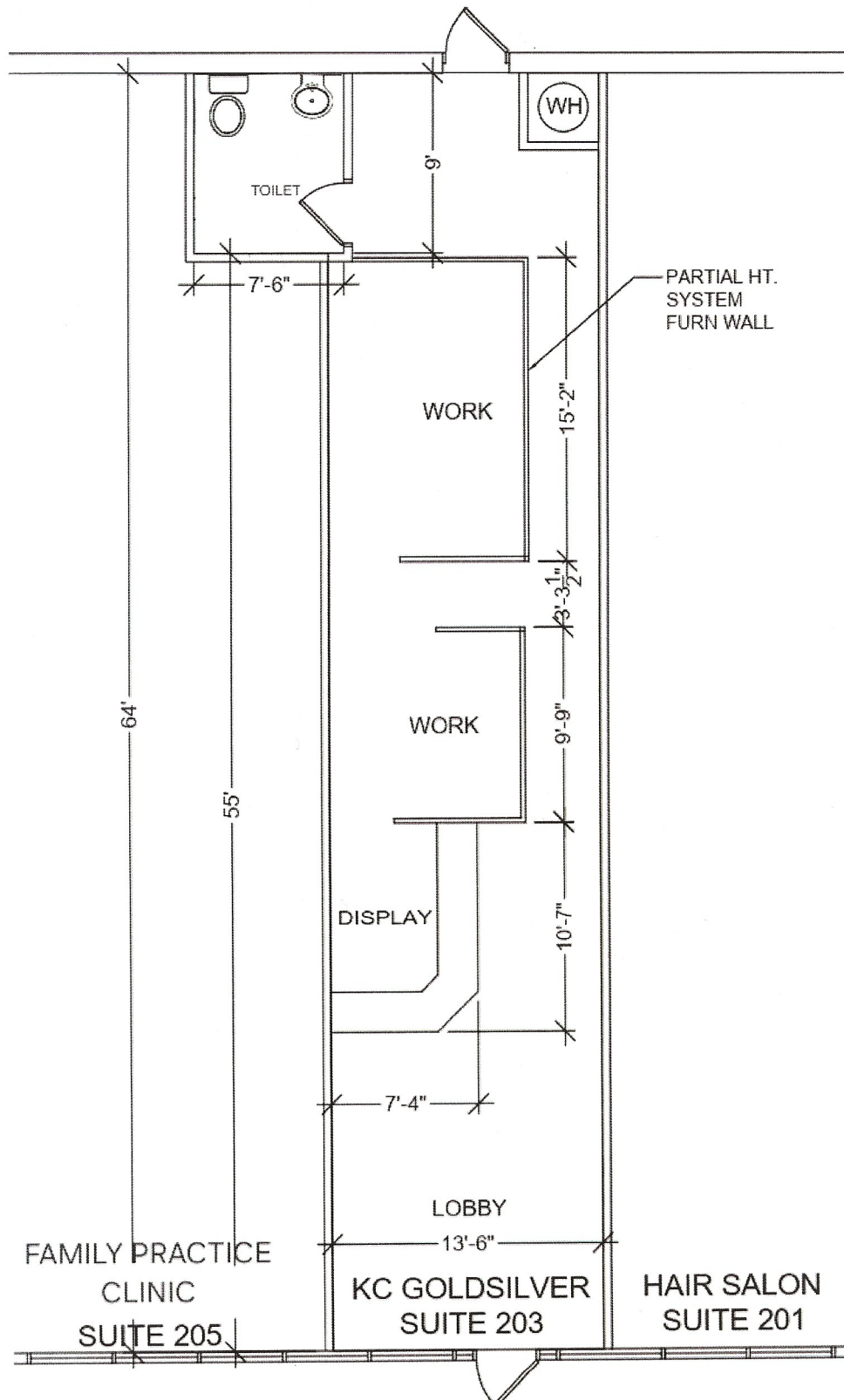
EXHIBIT A
CONDITIONS OF APPROVAL
SPECIFIC USE PERMIT NO. SUP26-0005
KC GOLD, SILVER AND RARE COINS
5000 MAIN STREET, SUITE 203, THE COLONY, TEXAS

The following conditions shall apply to Specific Use Permit No. SUPA26-0005:

1. **Approved use and premises.** This Specific Use Permit authorizes a Retail Store and Shop Other than Listed plus the Operation as a Crafted Precious Metals Dealer in accordance with Chapter 1956 of the Texas Occupations Code, doing business as “KC Gold, Silver and Rare Coins,” within Suite 203 at 5000 Main Street, The Colony, Texas. The SUP does not authorize pawnshop transactions, collateral loans, credit access, or any other lending operations.
2. **Other approvals required.** Approval of this SUP does not waive or supersede any State requirement for “Crafted Precious Metals Dealer” Texas Occupations Code Sec 1956.051; Certificate of Occupancy, building permit, fire inspection, sign permit, alarm permit, certificate, license, registration, or other approval required by the City, the State of Texas, or any other governmental agency.

TENANT: KC GOLD SILVER AND RARE COINS 5000 MAIN ST STE 203, THE COLONY, TX 75056		OWNER: COLONY PPC LP DBA: THE SHOPS AT THE COLONY OWNER ID: 574263	
LOT # 3R SUBDIVISION CODE: SL9005A	UNIT 203 AREA: 924 SF	PROPERTY ID: 86232 PROPERTY USE: SC020 COMMERCIAL	BUILDING AREA: 48,734 SF

SEPTEMBER 10, 2026



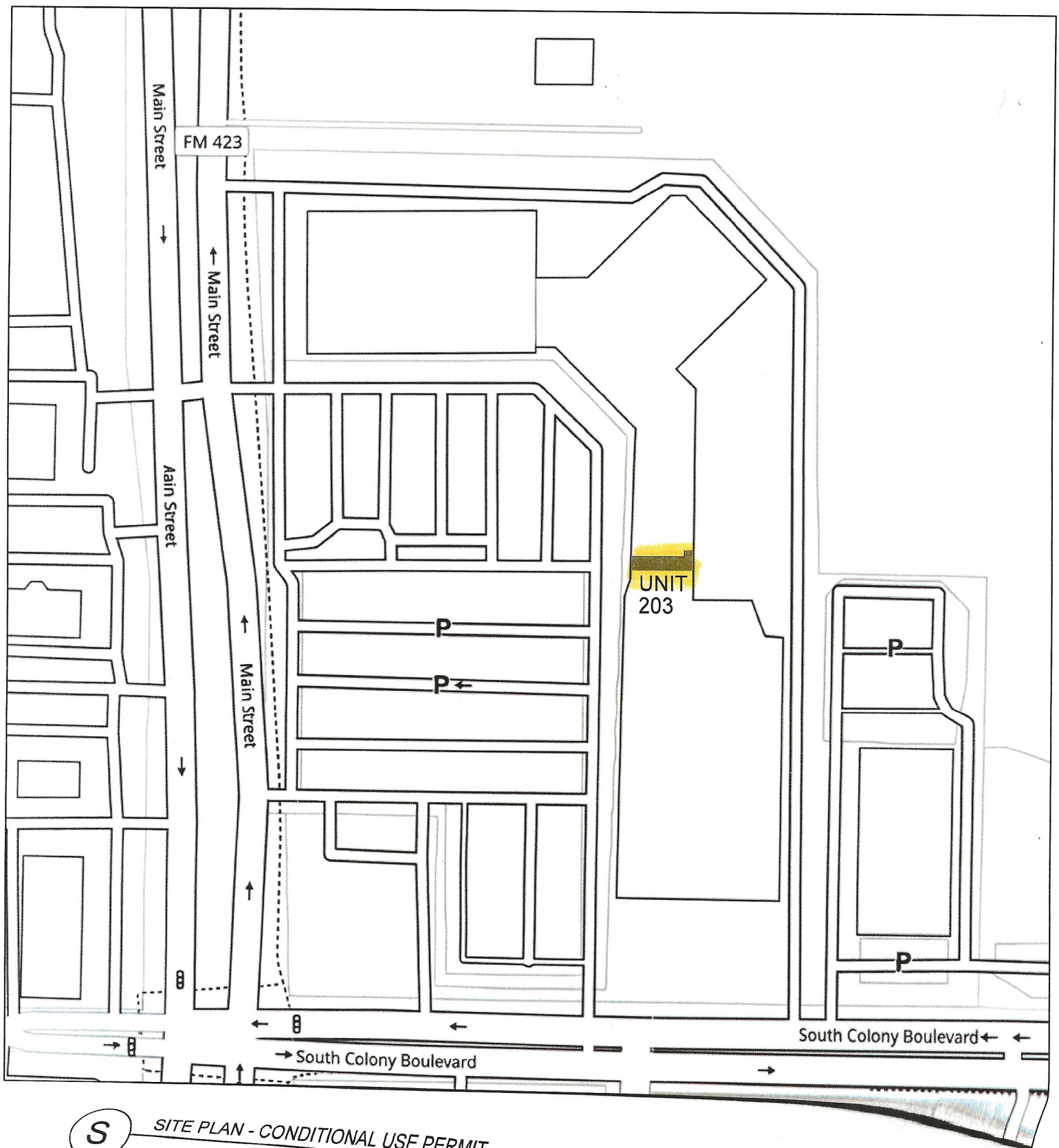
1

LEVEL 1 FLOOR PLAN - CONDITIONAL USE PERMIT

SCALE: $\frac{1}{8}" = 1'-0"$

TENANT: KC GOLD SILVER AND RARE COINS 5000 MAIN ST STE 203, THE COLONY, TX 75056		OWNER: COLONY PPC LP DBA: THE SHOPS AT THE COLONY OWNER ID: 574263	
LOT # 3R SUBDIVISION CODE: SL9005A	UNIT 203 AREA: 924 SF	PROPERTY ID: 86232 PROPERTY USE: SC020 COMMERCIAL	BUILDING AREA: 48,734 SF

SEPTEMBER 10, 2026



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SITE PLAN - CONDITIONAL USE PERMIT

SUP26-0005 - KC GOLD, SILVER & RARE COINS



5000 Main Street, Suite 203

Parcels

Zoning Areas

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.



CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: General Admin

Item Type: Resolution

Agenda Section: regular agenda items

Suggested Action:

Discuss and consider approving a resolution reappointing Jeremie Maurina as the City's representative and Stephen Christo as alternate on the Denton County Transportation Authority Board. (Council)

Background:

Discuss and consider approving a resolution reappointing Jeremie Maurina as the City's representative and Stephen Christo as alternate on the Denton County Transportation Authority Board. (Council)

Attachments:

[DCTA Nomination Letter.pdf](#)

[Res. 2026-xxx DCTA Appointment.doc](#)



DENTON COUNTY
TRANSPORTATION
AUTHORITY

July 27, 2026

The Honorable Richard Boyer, Mayor
The Colony
6053 Main Street
The Colony, Texas 75056

Dear Mayor Boyer:

In accordance with the Bylaws of the Denton County Transportation Authority (DCTA), this letter is to notify you that the appointment of Jeremie Maurina to the DCTA Board of Directors has a term set to expire on November 12, 2026.

Additionally, Stephen Christo, who currently serves as an Alternate Board Member completing the unexpired term of Joe Perez, has a term scheduled to expire on November 12, 2026.

Although Mr. Maurina and Mr. Christo may continue serving as representatives of The Colony until their successors are appointed, this notice is being provided to keep the The Colony informed of DCTA's regular appointment cycle.

Representatives may be appointed at any time; however, the upcoming terms for The Colony's representatives will be from November 13, 2026, through November 12, 2028. Any appointments made after November 13, 2026, will be for the remainder of the applicable term.

If you have any questions or concerns, please feel free to reach out to me directly, or you may contact Kisha Morris-Perkins, Executive Assistant and Board Process Manager at 972-316-6032 or kmorris-perkins@dcta.net.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul A. Cristina", is written over a light blue rectangular background.

Paul A. Cristina
Chief Executive Officer

cc: Troy Powell, City Manager
Jeremie Maurina
Stephen Christo

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2026 - _____

**A RESOLUTION APPOINTING REPRESENTATIVES TO
THE DENTON COUNTY TRANSPORTATION AUTHORITY**

WHEREAS, House Bill 3323, which became effective September 1, 2001, enables a County to create a coordinated county transportation authority to provide public transportation and transportation-related services; and

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

SECTION 1. That the current representative to the Denton County Transportation Authority Board is Jeremie Maurina, whose term is set to expire November 2026.

SECTION 2. That Mr. Maurina has expressed a desire to be reappointed to the additional two-year term, serving in a volunteer capacity as the city's representative on this board.

SECTION 3. That the City Council of the City of The Colony hereby reappoints **Jeremie Maurina** as a representative and reappoints **Stephen Christo** as the alternate representative to the Executive Committee for the Denton County Transportation Authority through November 2028.

SECTION 4. That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS, THIS 4TH DAY OF NOVEMBER 2026.

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: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session

Suggested Action:

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: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: Finance

Item Type: Discussion

Agenda Section: executive session

Suggested Action:

Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the city attorney regarding pending or contemplated litigation: Comfort Suites, 4796 Memorial Drive, The Colony, Texas.

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session

Suggested Action:

Council shall convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session action

Suggested Action:

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:

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session action

Suggested Action:

Any action as a result of executive session regarding pending or contemplated litigation: Comfort Suites, 4796 Memorial Drive, The Colony, Texas.

Background:

CITY COUNCIL Agenda Item Report

Meeting Date: November 4, 2026

Submitted By: Ana Alvarado

Submitting Department: City Secretary

Item Type: Discussion

Agenda Section: executive session action

Suggested Action:

Any action as a result of executive session regarding pending litigation: TOCA Colony, LLC v. Blue Sky Sports Center, LP, and the City of The Colony, Texas.

Background: