



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, July 21, 2016, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Receive presentation, hold a discussion, and give staff direction regarding the findings of the 2016 Compensation Study conducted by the Human Resources Department.

ADJOURN WORKSHOP SESSION

***NOTICE IS HEREBY GIVEN** of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the June 16, 2016 Workshop Session.
2. Consider and act on minutes from the June 16, 2016 Regular Session.
3. Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2016 property taxes for the City of Corinth.
4. Consider and act on the appointment of Greg Bertrand as Municipal Judge for the City of Corinth Municipal Court of Record.

5. Consider and act on the appointment of Gilland Chenault as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
6. Consider and act on the appointment of Alison Grant as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
7. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Cypress Pointe Home Owners Association (HOA).
8. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).
9. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Post Oak Crossing Property Owners Association (POA).
10. Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Home Owners Association (HOA).
11. Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof.* Section 30.041B Code of Ordinance of the City of Corinth.

PUBLIC HEARING

12. TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT JUSTIN LANSDOWNE WITH G&A CONSULTANTS, AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNER, VF PROPERTIES LLC, TO AMEND PLANNED DEVELOPMENT ORDINANCE 14-02-20-08 (PD 37) ON 1.0 ACRES LEGALLY DESCRIBED AS PARKRIDGE PASS ADDITION, LOT 2, BLOCK A IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. (This property is located east and adjacent to 3001 FM 2181.)

BUSINESS: Consider and act on an ordinance amending Planned Development Ordinance 14-02-20-08 (PD 37) on property legally described as Parkridge Pass Addition, Lot 2, Block A in the City of Corinth, Denton County, Texas.

BUSINESS AGENDA

13. Consider and act on the Site Plan for Parkridge Pass Addition, Lot 2, Block A in the City of Corinth, Denton County, Texas.

14. Consider and act on the Site Plan for Victory Life Church on property legally described as all of Lot 1, Block A, Pentecostals of Corinth and a portion of a 0.78-acre tract of land in the J. Baker Survey, Abstract No. 48, in the City of Corinth, Denton County, Texas. (This property is located on the southeast corner of F.M. 2181 and Crawford Dr.)
15. Consider and act on approving amendments to the Northwood Home Owners Association (HOA) By-law's.
16. Consider and act upon the adoption of the proposed City of Corinth 2016 Personnel Policy Manual as presented herein.
17. Consider and act on a Resolution authorizing the Mayor or his designated representative to execute a contract of sale by and between the City of Corinth, Texas and Denton Electric Cooperative, Inc. to acquire fee simple title to Lot R1-2, Block One, Pinnell Addition to the City of Corinth, Denton County, Texas (The Contract) and authorizing the expenditure of funds as prescribed in the Contract.
18. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

CLOSED SESSION

The City Council will convene in executive (closed session) to consider any matters regarding any of the above listed agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code:

Section 551.071. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

- a. **Corinth Economic Development Corporation governance and membership.**
- b. **Interlocal Agreement for fire Services.**

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.074. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

- a. **Deliberation of the employment, reassignment, or duties of the City Manager.**

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS.

ADJOURN:

Posted this 15 day of July, 2016 at 11:30 A.M. on the bulletin board at Corinth City Hall.

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Human Resources Director

Submitted For: Guadalupe Ruiz, Director

Submitted By: Guadalupe Ruiz, Director

Finance Review: Yes

Legal Review: N/A

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Receive presentation, hold a discussion, and give staff direction regarding the findings of the 2016 Compensation Study conducted by the Human Resources Department.

AGENDA ITEM SUMMARY/BACKGROUND

On January 21, 2016 City Staff presented scope of the 2016 Compensation Study which is aligned with the City’s long-term Strategic Plan, and the following goal under the Governance and Management theme: Demonstrate a commitment to employee development and growth. “Examine salary and benefits to ensure competitiveness to attract and retain a highly professional staff”, is one of the actions outlined to meet that goal.

Staff presented that the intent of the 2016 study was to conduct a market survey to gain insight as to whether the City’s current compensation plan remained competitive with the market or needs adjustment. The City Council provided direction for the City to continue to compete in the middle of the market and to use the same 12 market cities used in the 2013 study. The City Council tasked the Human Resources Department with conducting the study internally and presenting the findings to the Council. Before presented to the Council, the findings were presented to a Review Committee comprised of City Staff.

Staff would like to present the findings of the study to the City Council including cost for implementation.

RECOMMENDATION

N/A

Fiscal Impact

Source of Funding: N/A

FINANCIAL SUMMARY:

N/A

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: June 16, 2016 Workshop Sessin Minutes

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on minutes from the June 16, 2016 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Council discussion from the June 16, 2016 Workshop Session.

RECOMMENDATION

Staff recommends approval of the June 16, 2016 Workshop Session Minutes.

Attachments

Minutes

**STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH**

On this the 16th day of June 2016 the City Council of the City of Corinth, Texas met in a Workshop Session at 5:30 pm at the Corinth City Hall, located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Bill Heidemann, Mayor
Joe Harrison, Mayor Pro-Tem
Scott Garber
Sam Burke
Don Glockel
Lowell Johnson

Members Absent:

None

Staff Members Present:

Lee Ann Bunselmeyer, Acting City Manager
Kim Pence, City Secretary
Fred Gibbs, Planning & Development Director
Curtis Birt, Fire Chief LCFD
Jason Alexander, Economic Development Director
Barbara Cabbage, Planning & Development Manager
Brenton Copeland, Technology Services
Mike Brownlee, City Engineer
Elaine Herzog, Business Manager
Maria Rovira, City Attorney

CALL TO ORDER FOR WORKSHOP:

Mayor Heidemann called the meeting to order at 5:30 pm.

- 1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Executive (Closed Session) agenda items below.**

Public Hearing – Item #11

TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT DALE RIDINGER, WITH RIDINGER ASSOCIATES, INC, AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNERS, JOHN HOFFLER AND SUSAN TORRIE FOR A ZONING CHANGE FROM SINGLE FAMILY-2 (SF-2) TO PLANNED DEVELOPMENT SINGLE FAMILY-3 PROVIDING A CONCEPT DESIGN MAP ON A TOTAL OF 2.658 ACRES LEGALLY DESCRIBED AS A PORTION OF J. HOFFLER ADDITION, BEING A PART OF A CERTAIN TRACT OF LAND DESCRIBED BY DEED TO JOHN V. HOFFLER RECORDED IN VOLUME 2853, PAGE 707 OF THE PRDCT AND BEING TRACT 3 SITUATED IN THE J.M. WALTON SURVEY, COUNTY ABSTRACT 1390 IN THE CITY OF CORINTH, DENTON, COUNTY, TEXAS. (This property is located on the south side of Fritz Lane – 3618 Fritz Lane).

Councilmember Burke – Fred, how is it going?

Fred Gibbs, Planning & Development Director – There was an HOA meeting on Tuesday, they are still progressing. He reached out to those property owners that butt up to the fence we talked about. It is moving in the right direction, I feel we're making more progress.

Councilmember Garber – I was under the understanding that we sent Chief Walthall after one of the trucks that drove up and down, did we ever catch that truck? Who sent that email to me?

Lee Ann Bunselmeyer, Acting City Manager – We didn't send her after the truck but we did have her contact Denton County. What happened last Saturday is there was truck that showed up at 5:00-5:30, they contacted the dispatch, 911, it is on the weekend so it went through Denton County, the County dispatched it and for some reason, there was a hiccup and they did not dispatch it right away to us. It took them about 20 minutes and when it got in to the police department, our officers were in a officers meeting so they did not take off for another 15 minutes. By the time we responded, it was between 30-40 minutes from the time the resident had made the call.

Councilmember Garber – I think this was yesterday.

Lee Ann Bunselmeyer, Acting City Manager – I didn't see that.

Councilmember Garber – Apparently they had engaged with the police officers and the police officers went out and were apparently looking for whatever vehicle this was. So we do not know.

Lee Ann Bunselmeyer, Acting City Manager – All I know about is the one from last Saturday. Chief Walthall and I were talking to Denton County to see how we can get those officers a little bit quicker on weekends. The other issue, you might recall, the lady that addressed the drainage on the back of her property that said the developer came in, made some changes and it was causing some standing water and issues in her back property. I sent Cody to take a look at it and what had happened is when they built her house they actually put in a French drain and they drained it into the property behind them, so when the developer came in, they did crush that, the French drain never should have drained into that property. Cody showed them exactly what the problem was and told them how to correct it because it is her issue and not the developer, they were impeding on his property. They came up with an inexpensive way on how to raise the property to correct that issue. Cody said she was happy with the resolution.

Mayor Heidemann – The email I received, that you sent out, was that you're back issuing permits. Have they taken any permits for the fence?

Fred Gibbs, Planning & Development Director – No they have not. They only have one new building permit turned in as of today. They have not requested any new permits, fence or building, they do have one in house we still have to review.

Councilmember Burke – If we approve this tonight, what leverage do we have if there is a continued problem?

Fred Gibbs, Planning & Development Director – This is really a separate issue or case and we have to be cautious of how we tie phase 2, a zoning request with a phase 1 issue, what other mechanisms we have, we still have the building permits. They are not done out there, we can still hold inspections on the construction of their homes. We still have some mechanisms in place that we can get their attention on.

Councilmember Burke – There's nothing wrong with what they are asking to do, on phase 2, what we are doing is saying we do not want you to do it because we do not trust you and is that okay?

Councilmember Glockel – Are you talking about where they want to do the cul-de-sac?

Councilmember Burke –The problem is this particular developer who has not performed according to the residents consistent with their agreements with them. My concern is can we say you did not do over here in this development therefore we are not going to approve this plan, even though the plan is good.

Councilmember Glockel- I agree with what you are saying but I am confused about the cul-de-sac issue and the temporary street is it on phase 2?

Fred Gibbs, Planning & Development Director – Yes. The zoning which is its own zoning category, its own rules and that really needs to be treated as its own entity and not in correlation with what happened with phase 1 which was rezoned two years ago. I would advise to look at that particular development as its own freestanding zoning case and not tie it into what has happened in phase 1.

Mayor Heidemann – Do you feel comfortable with some leverage on phase 1 if they do not conform?

Fred Gibbs, Planning & Development Director – We still have the ability to withhold any more future inspections to get the builder's attention to get some of those issues addressed. We still have some mechanisms in place.

Councilmember Glockel – We beat that fence up and one of the closing remarks that the developer said, he said that when he would draw a permit, he is still going to do it based on permits, so if he went to that second lot from the top down, that encompasses three houses of the existing. We talked about him stopping a fence in the middle of the yard and he said he would go to the property line. Your permit will not encompass the next lot on the fences so are you going to have to give him a little leeway to do that?

Fred Gibbs, Planning & Development Director – What we will end up happening to do, he will have to get a fence permit for the lot, in his subdivision, for that whole fence. We would actually give him a fence permit for his lot that he is building that fence on. With other residents that he meets with that is adjacent to him, getting something from them to make sure that they met and they agree to that 6 foot.

Councilmember Glockel – His 2nd lot being longer than the other one and he encompasses three, one totally and half way into two other yards. If he got a permit for his 2nd lot, his fence would stop at the west and the east property line if he got a permit just for his and forget about this other subdivision over here to the south. He said he would not stop in the middle of there I will go to the property line, can he do that on your permit unless he draws a permit for the lot above and the lot below on his property?

Fred Gibbs, Planning & Development Director – He would get a permit for what he's constructing as part of that house, so if he is going to that north or south property line he would build that fence on that whole property line.

Councilmember Glockel – That is what I am saying, that is now in the middle of somebody else's yard behind him. His property lines do not match up with the other guy, he is coming down and he is in the middle of this yard, he is going to build all the way across Joe's place and he is going to stop in the middle of her yard. But he said he would not do that, I am just going to go to the property line. Even with the permit you are going to have to work with him.

Fred Gibbs, Planning & Development Director – I see what you are saying. That is something we definitely have to work through as he pulls those permits and see where he is stopping and beginning his fence and make sure that it is in a good location of having that transition of that 6 foot cedar fence. We got in negotiating 8 foot and 6 foot and he pretty much nixed that and said I am doing 6 foot cedar. Which will help getting that built too. We will definitely have to coordinate that.

Councilmember Harrison – What avenues do we have when something happens like Saturday? There was a breakdown in our communications and there was a breakdown in the builders. He has already told

us that he could not control his subcontractors. What are you going to hold up if you have a truck out there delivering something at 5:00 in the morning?

Councilmember Burke – What is the cost to the City if we put the code enforcement guy out there for a week at 5:00 in the morning?

Lee Ann Bunselmeyer, Acting City Manager - That is an option that we tossed around this morning at staff. Trying to see if we can have a staff member out there for a few weeks or something in the mornings. We have not gotten too much into the discussions yet because Chief was trying to figure out if she can get some of the volunteer police officers out there so that way they can have direct connection to our police department without costing any money. She was trying to see if she can get some folks to sign up this weekend and if not we also discussed possibly having the code enforcement officer out there. Those are definitely options.

Fred Gibbs, Planning and Development Director – One thing with PD is they have the right to write tickets in the ROW, my code officer cannot write tickets out in the ROW. They can only write them on private property. Police has the ability to write them in the ROW.

Lee Ann Bunselmeyer, Acting City Manager – They would still have to contact the police department.

Business Agenda – Item #12

Consider and act on a request from the applicant, Dale Ridinger with Ridinger Associates Inc., authorized representative for the property owner, for a Major Waiver to City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow an 80 foot turnaround outside paving diameter in lieu of the 100 foot outside paving diameter as required in the UDC; and an 81 foot diameter temporary turnaround easement in lieu of the 120 feet dimension as required for the Right-o-Way in the IDC on a total of 2.658 acres legally described as a portion of J. Hoeffler Addition, and being a part of a certain tract of land described by deed to John V. Hoeffler recorded in Volume 2853, Page 7-7 of the PRDCT and being Tract 3 situated in the J.M. Walton Survey, County Abstract 1390 in the City of Corinth, Denton County, Texas.

Councilmember Glockel – I still have a concern about that temporary cul-de-sac issue. To me if you do something temporary in lieu of what is permanent that equates to the possibility that you can fix it at a later time. This guy cannot fix that at a later time unless he buys a road from somebody else. He is not able to go back in there. Until somebody dedicates a road, he is not able to fix that. It is going to be 590 feet back to a dead end and if he buys the other lots to the west of there then that forces us to say no you cannot develop those, you force us to extend the dead end road two or three more lots back. He cannot fix that with the property he has. That is going to be permanent unless he buys more additional property and gets a road. If we give him a temporary, it is semi-permanent.

Councilmember Garber – Fred, does staff support that item?

Fred Gibbs, Planning and Development Director – Our biggest support came from the Fire Department and that is the whole reason for the radius. We have certain radiuses in our ordinance to make sure they can maneuver the fire truck around those cul-de-sacs, they were a big component of allowing this variance. These temporary can be permanent, until somebody else decides to develop that property, take it up to Fritz or somewhere else, that is when that cul-de-sac would eventually be abandoned and at that time and maybe a continuation that road.

Councilmember Garber – With that being said, the Fire Department is supporting this?

Fred Gibbs, Planning and Development Director – Yes.

Councilmember Glockel – As it is laid out and built today, I don't have a problem with it, it is under 600 feet and the Chief says he can turn around, my problem is there is lots just to the west that are land locked until somebody puts a road out to Fritz. If we do not ever want to extend that road over 600 feet, it is going to force us to extend that dead end road more than 600 feet for anybody to do anything with the lots to the west of this project. In my mind it is temporary today but we are going to end up giving somebody a variance to go two more lots or whatever the distance is.

Councilmember Burke – Those two properties are long. It is not like there is a backside, there is not a land locked track that you would buy. If a developer is going buy it he is going to have to buy both of those tracks that come from Fritz all the way to connect to that. If he is not intelligent to buy both and he buys one, you would not have the width to put in anything but a road going back to two additional lots. If you were going to try to develop that, I think you would have to buy both of those two long lots, put a street on a lot line and turn it in.

- 2. Receive a presentation, hold a discussion and provide staff direction concerning proposed amendments to the Corinth Economic Development Corporation Bylaws; proposed financial incentive policies targeting business recruitment, expansion and development in Corinth; proposed revisions to the Tax Abatement Policy; and a proposed Chapter 380 Agreement between the City of Corinth and First Texas Homes.**

Jason Alexander, Economic Development Director – Starting with the bylaws, references the Development Corporation Act (“Act”), not Chapters, replaces “Chair” with “President”, replaces “Vice Chair” with “Vice President”, and replaces “Member” with “Director”. Amends term limits to reflect a beginning date of October 1st and an ending date of September 30th, this is consistent with the term limits adopted for other City Boards. Amends meeting time from 7:00 pm to 6:00 pm, incorporates language permitting meeting notices to be delivered to Directors through e-mail.

We are a type “B” Corporation, we can do a lot of things a type “A” Corporation can do. State law says it requires a Public Hearing to be held on every project, however, there are special stipulations with communities less than 20,000, under that provision in Chapter 505 of the Development Corporation Act, allows an Economic Development Corporation to bypass the Public Hearing process for certain projects. Those projects are type “A” not type “B” projects. That deals with agriculture, manufacturing, research and development, finance architecture, anything under the North American Industry classification system. It excludes retail, restaurants, and hotels.

Councilmember Harrison – Basically you're saying that anything that deals with the agriculture, etc., you are saying we will not exclude public hearings to that. If you are doing retail or anything else, then you are still going to have a Public Hearing, right?

Jason Alexander, Economic Development Director- When you are talking about the type “A” and type “B” there is a \$25,000 provision that is in the bylaws currently, the way the bylaws are set up that anything over \$25,000 has to come to City Council and that is the same for contracts regardless of the value. This provision in the bylaws actually conflicts with state law. Is this an amendment that City Council might want to consider to the bylaws?

Councilmember Harrison – We know that we are over 20,000 in population. We know that in 2020 we are going to ditch this anyway, right?

Jason Alexander, Economic Development Director – It reverts back to the Public Hearing process per that provision of state law. When you go over 20,000 then the Public Hearing requirement actually kicks back into gear. Any project that will come before the Economic Development Corporation dealing with

anything that is contractual or over \$25,000 would have to come to City Council for action and consideration.

Councilmember Harrison – Hopefully any project we started will be done by the time this rolls around, right?

Jason Alexander, Economic Development Director – We are hoping to add on retail and restaurants, yes.

Councilmember Harrison – As far as I'm concerned a Public Hearing is a good thing. That is why we are here, because of the public has an opportunity of voicing the opinion good or whatever. We are trying to make everything transparent. Until we hit 20,000, then the public is not going to have the opportunity if they want to contribute.

Jason Alexander, Economic Development Director – Yes and no. What happens is that there is a notice would have to be published about the project. The Economic Development Corporation cannot take action on that project until at least 60 days have passed. If the citizens come out and said this is a project they do not want during that 60 days, then that project would not move forward.

Bonds and obligations, consistent with provision of the state law with Chapter 501 says that Economic Development Corporation can actually have City Council approve a resolution to issue debt at least 60 days before the date the debt is delivered, rather than 120 days prior to the date of sale. All these proposed revisions are consistent with the Development Corporation Act. Essentially is wanting to place the bylaws in a position where they are consistent with state law.

Councilmember Harrison – What is the benefit of this to the current one?

Jason Alexander, Economic Development Director – There really is not one. State law says it and you got the issuance of obligation 60 days sooner.

Councilmember Garber – Can you explain to us in the bylaws why we do not have the back up positions for the alternates?

Jason Alexander, Economic Development Director – A Type “A” Corporation can have an unlimited amount of Directors, state law does not specify. For a Type “B” Corporation state law specifies is clear, seven directors. That is why there is not alternates.

Councilmember Harrison – In the seven that have Directors, those Directors could be all Council plus one person, right?

Jason Alexander, Economic Development Director -That is correct for a Type “A” Corporation, for a Type “B” Corporation at least three would have to be residents of the community.

Councilmember Harrison – So four Councilmembers could be on there?

Jason Alexander, Economic Development Director - Yes. I now want to talk to you about financial incentives and proposed amendments to the tax abatement. There are a lot of developers that are reaching out to Economic Development Corporation and Planning and Development and are asking about incentives. Right now the city does/does not have an incentive policy. Part of creating a set of financial incentives is so we can make it known that here is who we are targeting, here are the types of incentives that we have to kind of put us out there and help make us a little more marketable. We want to enhance our competitiveness, encourage economic activity, grow our business community, and convey “we are open for business”. These are all the things that we talk about as an Economic Development Corporation that we want to put into language that developers and others can see. Part of that is making sure that City

Council is aware of what these incentives can do. One of the things we have talked about is that the financial incentives should be considered on a case-by-case basis. That way you can evaluate the fiscal impact, community impact, and the competitive impact. There are four proposed financial incentives currently. I think we should start out with four which includes the tax abatement policy and the proposed amendments thereof.

- The Chapter 380 Agreement, you can use it to go after retailers, restaurants, hotels, offices, you name it you can go after it. They are performance based, they are tied to jobs, value, aesthetics, that sort of thing. They can be offered as grants or loans.
- Medical and research development, we have very little land that is zoned for industrial left. This might be a way to bring in businesses that are high paying and that can help to build up our economy. They could go into offices and mixed use communities or where we have land zoned for office and institutional activities. Considering how TWU, UNT are growing and NCTC is focusing a little bit more on health care and medicine. Taking advantage of those three generators right there with respect to research and education. One of the things that could be considered in terms of an incentive would be a tax abatement.
- Special restaurants and retail, some cities have a specialty restaurant and retailer incentive where they go out and target restaurants and retailers that are not your typical McDonalds, Chick-fil-A, Starbucks, that sort of thing. Financial incentives may be offered as development fee rebates, sales tax rebates and/or leasing assistance. State law mandates that you can't give more than 50% of your sales tax back as a rebate to a business. We have been looking at more unique restaurants and retailers so this might be an incentive policy that could work.

Mayor Heidemann – When you look at sales tax rebate, is that restricted to just what Economic Development portion is of the sales tax?

Jason Alexander, Economic Development Director – It is the .02 cents that the city gets from the state. They can only get 50% of that, the maximum they could get back is .01 cent.

Councilmember Harrison – Dealing with the .02 cents he is quoting, what is the percentage that would be available? It is not the .02 cents unless we do away with crime control.

Lee Ann Bunselmeyer, Acting City Manager – Most times when you do sales tax incentive, you are not giving away the sales tax you are collecting from other entities, you are giving away the sales tax you are going to receive from that firm. If Twisted Root came here and they are estimating they are going to collect \$100,000 in sales tax a year then you can give out some of that sales tax abatement back to them and you will only collect 50% of theirs. Our sales tax revenues we receive realistically from others will stay in tack, it is just new taxes you are going to receive coming in.

Councilmember Harrison – They would not contribute to the crime control or the ¼% of a cent?

Lee Ann Bunselmeyer, Acting City Manager – Correct.

Councilmember Glockel – You are saying right that they will not contribute? The money that is ear tagged for Economic Development, you cannot use that as an abatement.

Lee Ann Bunselmeyer, Acting City Manager – It is only the 2% that is coming in to the general fund, the general fund portion of it so it will not touch that piece of that.

Councilmember Glockel – Their money still would go to those entities? Crime control and EDC.

Lee Ann Bunselmeyer, Acting City Manager – Correct.

Jason Alexander, Economic Development Director – Finally with the tax abatement, one of the things the Economic Development Corporation discussed with the proposed revisions to the tax abatement policy was actually taking a look at incentivizing the tax abatements for a particular business in consideration for wages. Making sure there is an average or mean income. The average hourly wage is about \$23 which equates to about \$49,000. One of the things you look at our community our average household income is about \$110,000. So making sure the jobs we are bringing in, that they are actually paying so the folks that work there can actually contribute to our economy while they are here when they are going out to lunch, getting gas that sort of thing. Jason referred to the slide on page 17, Tax abatement. This is just an example of some of the things that could be considered tax abatement policy and the proposed revisions there too.

Councilmember Glockel – I do not think I followed you, we were talking about sales tax and then we got to this one and now we are talking about ad-valorem tax, so where does it switch?

Jason Alexander, Economic Development Director – It switches with the tax abatement, so if the tax abatement, you can take a look at ad-valorem tax and you can also take a look at tax relief on personal property as well. You are looking at four incentive policies, three are new, the proposed amendment to the tax abatement policy, the city has already used tax abatement policies in the past. It just proposes a method to actually strengthen the tax abatement policy.

Councilmember Glockel – When I looked at this earlier I thought this was a sales tax.

Jason Alexander, Economic Development Director – No Sir.

Mayor Heidemann – Is that not what we did for DATCU?

Jason Alexander, Economic Development Director – Yes that is very similar. So that way it would actually be in writing so that way businesses could actually see it. With the tax abatement policy, I think the way it is written in the tax code is that it expires every two years, so we would have to update.

Councilmember Harrison – I have some questions on 380 Agreements, I will address those when we come down to the next one. On the tax abatement policy, I would like to have a complete workshop on that rather than group this as a whole thing.

Jason Alexander, Economic Development Director- I will leave you with two key takeaways from those previous slides. The whole idea behind the proposed amendments to the bylaws is to bring the bylaws to a state where they are consistent with state law. The second takeaway is to leave you with is just having a menu of financial incentives and economic incentives that can work together and that City Council can pick and choose for different projects based on the scope of that project. The whole idea behind expanding the amount of incentives that we have available or I should say incentive policies. It also give Economic Development Corporation a little bit more leverage with respect to marketing Corinth and recruiting businesses.

Doug Duffie is a Certified Public Accountant and he is representing First Texas Homes, he reached out to the City to discuss a Chapter 380 Agreement. Part of the proposition of the Chapter 380 Agreement is that First Texas Homes wants to build about 86 homes and the average sales price is \$440,000. He has used 380 Agreements with 17 other cities. Mr. Duffie is proposing to the City that we enter into a 380 Agreement with him that will allow First Texas Homes to recover upfront costs based on purchasing building materials. The building materials will not be purchased in Corinth, they will be purchased somewhere else. Based on a 380 Agreement, based on getting a direct sales tax permit from the state, the sales tax that would have been collected by another city for purchasing those building materials, they would not get, it would come to Corinth.

Mayor Heidemann – Who monitors this?

Jason Alexander, Economic Development Director – First Texas Homes. They would have to report to City Council through staff if City Council would like to move forward with this, how much they are spending on building materials because that is going to dictate the amount of sales tax and then that split 60/40 between First Texas Homes and the City of Corinth. It would be on the honor system.

Councilmember Garber - With what you just presented, I do not see a downside for Corinth. Is the kicker, if you will, the fact that they are getting to share in the savings with the sales tax?

Jason Alexander, Economic Development Director- That could be something to consider. The other kicker would be that this is over a 10 year period. If you are looking at what Corinth will get under current building costs of \$81,734. that would be about \$8,200 that the City would get every year. That \$82,000 would not be paid initially. It would be over a 10 year period. He is basing it off of \$440,000, but what if real estate has a down swing, that is something else to consider as well.

Councilmember Burke – I have already heard this presentation from Doug so has Lowell. Essentially what they do is elect particular vendors to not pay a sales tax, they elect to pay use tax and the vendor informs the state. Not pay a sales tax he is going to pay a use tax. When they bring it here and use it in the buildings, it is not going to be all \$440,000, they are not going to do that with all their vendors, then they pay a use tax when they use it here. They want to do it because they are going to shave some amount of sales tax off because we are going to give them some rebate. The state of Texas as a whole is going to collect less sales tax revenue. If you think, he is going to pass that savings on to the consumer and it is better to collect tax revenue, if you think we are more efficient at using the money, but overall it is just saving, they are just doing it to save 1% or 2%. If they were just building here it would not make any sense at all, but for 86 homes.

Councilmember Johnson – For a 10 year period, the dollar amount is relatively small.

Mayor Heidemann - The thing is how do we administrate that?

Councilmember Burke – I do not think we would have to. I think they report. I think it is like the situation where someone sends a 10-99 in and you do not have a matching income, the IRS says hey you owe me. If the vendor turned in this form and said I am not paying sales tax on this sale, First Texas Homes, and there does not come a use tax, the comptroller matches them up.

Councilmember Harrison – I realize we are in a workshop and you cannot make a decision, but I see all kinds of pitfalls in the process. In my vision of the city putting retail or commercial developments with the 380 and all these other things. I can certainly support all that, anything we can do to bring them in. We are 95% built out on residential property and now we have one developer that wants to come in and wants us to sign a 380 Agreement for his benefit. It is kind of difficult for me to accept that, but I will consider anything when it comes time to make a decision.

Councilmember Glockel – The ten year thing is confusing to me because I am assuming this is the piece of land we already seen his plans on. Surely he is not talking about dragging that out for 10 years.

Jason Alexander, Economic Development Director – Yes.

Councilmember Glockel – The 86 homes on that piece of property, he is anticipating 10 years to build that out?

Jason Alexander, Economic Development Director – Not that it would take that long to build out, but he is talking about dragging out the actual \$86,000 that the city would get at current prices for building materials. If it is at a 5% increase or 8% increase, it will be dragged out. So he is saying that on top of that based on an agreement I saw that he proposed somewhere else and that he is also proposing for the city, is that he would further take that monthly or that yearly figure of \$81,000 and then he would divide it monthly. So you would be looking at \$8,000 and it would be paid bi-monthly. You take that \$8,200 and you are looking at \$4,100 every two weeks pretty much.

Councilmember Burke - I thought the \$81,000 was over a 10 year period.

Jason Alexander, Economic Development Director - It is, he wants to make payments to the city from the \$81,000 bi-monthly. So you take the \$81,734, divide that by 10 or 12, so maybe about \$7,400 and you take that and you half that. That \$7,400 becomes \$3,700 that the city would get every two weeks.

Councilmember Burke – That is an annual amount?

Jason Alexander, Economic Development Director - The contract he proposed it would be bi-monthly not annual.

Councilmember Burke – So we are really talking about \$500 a month.

Jason Alexander, Economic Development Director – Something like that, every two weeks.

Councilmember Garber – Could you just summarize it, what is the benefit for Corinth to do this?

Jason Alexander, Economic Development Director – There really is none. Because he is still going to build in Corinth for Texas Homes. It is just simply that they saw this as a way to perhaps give us more revenue based on current and future building cost for materials. The city is still going to get the building permit, fees and ad-valorem tax.

Councilmember Garber – So best case scenario if all this happens over 10 years, the very best thing that can happen for Corinth over that 10 year period is net?

Jason Alexander, Economic Development Director - \$81,734 and again, that is an estimate. Based off the average sales price of \$440,000.

Councilmember Garber – So that is the potential net gain. What is the worst case scenario, what would this cost the City of Corinth?

Jason Alexander, Economic Development Director – It would not cost the city anything, it is just simply the city would enter into an agreement. So when the city gets the sales tax, we would keep 60% of that sales tax and pay our 1.2%.

Councilmember Garber – Sales tax we would normally get anyway.

Jason Alexander, Economic Development Director – The other 8% or 40% would go to First Texas Homes.

Councilmember Johnson – I think you have to look at this as found money. If the real estate market crashes he gets these 86 homes and gets 10 built, he does not build anymore homes, where does this leave us? We cannot do anything with that money but put in in vehicle replacement fund or somewhere. You cannot put it in the general fund and count on it because it is just going to be found money.

Councilmember Garber – But if we do not do the agreement, then there is no found money. So this is net found money, not a net cost.

Councilmember Harrison – I would assume this would be a way we could enforce the delivering of these materials we are going to purchase for these 86 homes, we are going to enforce them about delivering them until after 7:00 am.

Councilmember Burke – We are not going to order them.

Councilmember Johnson – This might be an interesting tool to keep laying around and back of the office when you have to consider \$12 or \$15 million of retail comes along and says would you guys be interested as part of the 380 Agreement working on filing use tax to split some of that money with us.

Councilmember Harrison – This is similar to the deal we did at Pennell Point, and we still have not gotten that money on those lots that are tied up. When you sell a lot, we will get money. We still have not gotten that money.

Jason Alexander, Economic Development Director – I think we discussed all the pros and cons to this proposed Chapter 380 Agreement with First Texas Homes. I would like to receive direction from the City Council, should I engage Doug Duffie to have him to come in to speak further on this at a future workshop session? Is this something City Council would want to see before them in the future?

Councilmember Johnson – He came and spoke to EDC and there was no interest.

Jason Alexander, Economic Development Director - It is kind of a new concept and it takes a while to understand all of the moving pieces.

Councilmember Burke – It is a decision for the Council to make, it is \$80,000 if we want to hear it and vote on it. He came to the EDC like we were going to decide, I told Jason that we could not decide, it is for the Council to decide. Jason did the presentation as well as Doug did.

Mayor Heidemann - I am looking for consensus here, do we want it as an agenda item?

Councilmember Burke – I am kind of torn, it is found money, some part of me rebels against, we are just giving them a tax break they do not need. Unless it is going to end up in the consumers' pockets somewhere, then I do not know what we are doing it for. They are going to build houses. I wanted you all to hear it because you might have a totally different view on it.

Consensus from the Council was not to have this as a future workshop item.

Mayor Heidemann adjourned the Workshop Session at 6:35 pm.

Approved by Council on the ___ day of _____, 2016

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: June 16, 2016 Regular Session minutes

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on minutes from the June 16, 2016 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Council discussion and action from the June 16, 2016 Regular Session.

RECOMMENDATION

Staff recommends approval of the June 16, 2016 Regular Session minutes.

Attachments

Minutes

**STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH**

On this the 16th day of June 2016 the City Council of the City of Corinth, Texas met in a Regular Session at 7:00 pm at the Corinth City Hall, located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Bill Heidemann, Mayor
Joe Harrison, Mayor Pro-Tem
Scott Garber
Lowell Johnson
Don Glockel
Sam Burke

Members Absent:

None

Staff Members Present:

Lee Ann Bunselmeyer, Acting City Manager
Kim Pence, City Secretary
Fred Gibbs, Planning & Development Director
Curtis Birt, Fire Chief LCFD
Jason Alexander, Economic Development Director
Barbara Cubbage, Planning & Development Manager
Brenton Copeland, Technology Services
Mike Brownlee, City Engineer
Elaine Herzog, Business Manager
Maria Rovira, City Attorney

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

Mayor Heidemann called the meeting to order at 7:00 pm, Elaine Herzog delivered the invocation and led in the Pledge of Allegiance.

CONSENT AGENDA:

All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on Minutes from the May 5, 2016 Workshop Session.
2. Consider and act on Minutes from the May 5, 2016 Regular Session.
3. Consider and act on Minutes from the May 12, 2016 Special Session.
4. Consider and act on Minutes from the May 17, 2016 Special Session.
5. Consider and act on Minutes from the May 19, 2016 Workshop Session.
6. Consider and act on Minutes from the May 19, 2016 Regular Session.
7. Consider and approve the 2017 Proposed Budget for the Denton Central Appraisal District.

8. Consider and act on an Ordinance of the City of Corinth, Texas approving an amendment to the Fiscal Year 2016-16 City of Corinth Budget and Annual Program of Services to provide for the expenditure of funds from the General Fund for additional legal services as a result of unanticipated and unforeseeable events.
9. Consider and Act on the purchase of a 2016 Pierce Arrow XT Pumper from Siddons-Martin Emergency Group.
10. Consider and Act on a Resolution approving a Public Property Finance Act Contract for the purpose of purchasing a pumper truck.

MOTION was made by Councilmember Johnson to approve the consent agenda as presented with the correction on the date on item #5, it was listed as 2017 and should be 2016 Workshop Session. Seconded by Councilmember Burke.

AYES: Johnson, Harrison, Burke, Garber, Glockel
NOES: None
ABSENT: None

MOTION CARRIES

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof.* Section 30.041B Code of Ordinance of the City of Corinth.

Mayor Heidemann – At this time I would like to have Zack Mistrot stand, he is a Boy Scout here tonight to witness a City Council meeting and he is working on his Merit Badge for that activity. Welcome to our Council meeting and Congratulations on your efforts.

Zack Mistrot, Boy Scout – Thank you.

Mayor Heidemann – At this time I want to have Mr. Lowell Johnson come down to the podium please. Every year the Police Department sponsors a 5K Run and it is a very well attended activity and this year Mr. Johnson participated in it and this is quite an incentive for the rest of the Council members to maybe think about a 5K walk next year. I just wanted to recognize Mr. Johnson for the efforts that he put in to his participation in that 5K run. He did win a medal.

PUBLIC HEARING/BUSINESS ITEM

11. TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT DALE RIDINGER, WITH RIDINGER ASSOCIATES, INC, AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNERS, JOHN HOEFFLER AND SUSAN TORRIE FOR A ZONING CHANGE FROM SINGLE FAMILY-2 (SF-2) TO PLANNED DEVELOPMENT SINGLE FAMILY-3 PROVIDING A CONCEPT DESIGN MAP ON A TOTAL OF 2.658 ACRES LEGALLY DESCRIBED AS A PORTION OF J. HOEFFLER ADDITION, BEING A PART OF A CERTAIN TRACT OF LAND DESCRIBED BY DEED TO JOHN V. HOEFFLER RECORDED IN VOLUME 2853, PAGE 707 OF THE PRDCT AND BEING TRACT 3 SITUATED IN THE J.M. WALTON SURVEY, COUNTY ABSTRACT 1390 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. (This property is located on the south side of Fritz Lane – 3618 Fritz Lane).

Fred Gibbs, Planning and Development Director – This item has been before the City Council already, it was tabled to this date for some consideration. The applicant is here tonight to go over a presentation as well. This is the recap of exactly what is being considered tonight during this public hearing. It is approximately 2.6 acres, single family lots, zoned SF-2, the proposed zoning is to have a base district of SF-3 and the key changes are listed below. They want to change it to 70 foot building lines, 60 foot property line, floor area will be increased to 2400 square foot and increase the lot coverage to 40%. These changes are exactly the changes that City Council approved on Phase 1, there is a cohesiveness to the development. The area we are talking about tonight is where 3602 is, it is 8 lots approximately fronting on the extension of Bell Way. (Referred to map) The applicant is here tonight to go over a handful of slides to present to Council.

Reginald Rembert, Developer with Rembert Custom Builders – I will not add much, Fred pretty much made the presentation of what we are looking to do. We did have a work session last week and a meeting with the HOA on Tuesday night and I am thinking the general consensus of that may have been okay. I have a couple of slides that show what Fred just did. That is the main slide showing the additional lots which is just an extension of Bell Way and put in lots and back alleys. I do not have anything else and can answer any questions you may have.

Public Hearing opened at 7:14 pm.

Public Hearing closed at 7:15 pm.

BUSINESS:

Consider and act on an ordinance for a zoning change from Single Family-2 (SF-2) to Planned Development Single Family-3 amending Ordinance No. 14-04-07-16 by adding eight lots and a total of 2.658 acres legally described as a portion of J. Hoeffler Addition, and being a part of a certain tract of land described by deed to John V. Hoeffler recorded in Volume 2853, Page 7-7 of the PRDCT and being Tract 3 situated in the J.N. Walton Survey, County Abstract 1390 in the City of Corinth, Denton County, Texas.

Councilmember Johnson – The one letter you included in here, the one letter not approving it, can you show me where on the map Stephanie Pals, 3607 Fritz I believe is the address.

Fred Gibbs, Planning and Development Director – showed the area on the map.

Mayor Heidemann – I would entertain a motion on that item.

MOTION was made by Councilmember Burke to approve the ordinance for the zoning change as requested in business item #11. Seconded by Councilmember Harrison.

AYES: Johnson, Harrison, Burke, Glockel
NOES: Garber
ABSENT: None

MOTION CARRIES

BUSINESS AGENDA:

12. Consider and act on a request form the applicant, Dale Ridinger with Ridinger Associates Inc., authorized representative for the property owner, for a Major Waiver to City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow an 80 foot turnaround outside paving diameter in lieu of the 100 foot outside paving diameter as required in the UDC; and an 81 foot diameter temporary turnaround easement in lieu of the 120 feet dimension as required for the Right- of-Way in the UDC on a total of 2.658 acres legally described as a portion of J. Hoeffler Addition, and being a part of a certain tract of land described by deed to John V.

Hoessler recorded in Volume 2853, Page 7-7 of the PRDCT and being Tract 3 situated in the J.M. Walton Survey, County Abstract 1390 in the City of Corinth, Denton County, Texas.

Fred Gibbs, Planning and Development Director – As the agenda states the applicant is requesting to reduce the turnaround requirements that are listed in our UDC. We currently, in our requirements require 120 feet dimension ROW for a typical cul-de-sac turnaround. They propose a 100 foot outside diameter in lieu of the 120 foot requirement. We have ran this through the Fire Department and they do support this particular request as well as staff. The applicant is here also tonight to discuss anything else regarding the agenda item.

Councilmember Glockel – I would like to ask the developer if he plans on trying to buy the south half of the next two lots.

Dale Ridinger, Ridinger Associates Inc. - Not at this time. I think the gentlemen that the end of us suggested it at a pretty significant sore field out back. We have talked to him and we do not think we will be moving forward in that direction any time soon.

Councilmember Glockel – So if you do buy the next two lots, are you trying to get access to a street?

Dale Ridinger, Ridinger Associates Inc. - It would be an extension but right now we have no plan that is why we put the turnaround, so we can be done with that cul-de-sac. We are not planning on going any farther. We cannot get out to Shady Rest.

Councilmember Glockel – So if there is no plans to go further than the word “temporary” it really means permanent?

Dale Ridinger, Ridinger Associates Inc. – I guess as it relates to the circle, I thought that was permanent circle and that something else is happening in the future, it just would not be us. Is that temporary or permanent? I was not 100% sure of that.

Fred Gibbs, Planning and Development Director – It is considered a temporary turnaround because it does not meet our ordinance. The ordinance allows temporary turnarounds within phases of developments and that is typically when you would do a temporary turnaround in this case so it is temporary until it meets the requirements. That is how it is worded in the ordinance.

Mayor Heidemann – I would entertain a motion on that item.

MOTION was made by Councilmember Harrison that we consider and approve the request for a major waiver of City Ordinance No. 13-05-08-20 UDC to allow and 80 foot turnaround outside paving diameter in lieu of the 100 foot outside paving diameter and an 81 foot diameter temporary turnaround easement in lieu of the 120 feet dimension as required for the Right- of-Way of the UDC. Seconded by Councilmember Burke.

AYES: Johnson, Harrison, Burke, Garber
NOES: Glockel
ABSENT: None

MOTION CARRIES

13. Consider and act on the Site Plan for North Texas Storage legally described as Rodgers-O’Brien Business Park Addition Lot 2-R zoned Planned Development Commercial (PD 2) being 4.98 acres in the City of Corinth, Denton County, Texas.

Fred Gibbs, Planning and Development Director – I have a couple of slides and then I am going to ask the applicant to go over in more detail exactly what the site plan entails tonight. What we are looking at is The North Texas Storage site plan, this vicinity map shows exactly the location of this particular

facility, it is approximately 4.98 acres. What is being proposed tonight is about 78,000 square foot of mini-storage along with about 22,400 square foot of office/warehouse. As you can see it is located along Cliff Oak and directly behind the Aldi and the Chicken Express site. It is zoned PD Commercial, that PD does have some specific uses that does allow this particular use on that property. Some key features they are proposing is a wrought iron fence around the facility and around the retention pond. When the original PD was approved one of the things was added was a fountain, the Council at that time wanted a fountain added to that PD, this is the last lot of that PD so they are adding the fountain to the existing retention pond. The zoning map shows you the zoning in and around this area, you can see that it is surrounded by single family along with some utility districts and some commercial property. Staff recommends approval of the site plan, it meets the requirements of the PD and the uses. The Planning and Zoning Commission also approved the request 5-0.

Councilmember Harrison – On the two office complexes I am looking at, we do not allow businesses to operate on storage facilities, correct?

Fred Gibbs, Planning and Development Director – You are correct.

Councilmember Harrison – If somebody has an office in one of those office complexes, can they have the office there and work out of the storage area?

Fred Gibbs, Planning and Development Director - Their office warehouse, they are basically very similar to what the Pinnell Square is. Those are office warehouses so they typically have the office front and the back is where they would store their goods. It is my understanding the storage is a separate entity from what the office warehouse would be housing. The applicant may be able to answer it a little bit more clearly.

O’Neal Gray, SFRC Holdings – The office/warehouse product is what they call incubator space, it is about 200 square feet of office in the front and 600 square feet of a warehouse but they would not be working out of the self-storage, that is not allowed. North Texas Storage, we have been doing this for a while and we currently have four properties now, this would be our fifth. Here are two of our other properties (slides) one in Carrollton and one in Lewisville. We have 25,950 square feet of self-storage and the other two are offices in one of the locations in Carrollton. Here is an overall prospective with our retention pond we have the ornamental wrought iron fence with the fountain in there. This is a sight plan overview, photometric plan, and self-storage unit mix. He is an office/warehouse breakdown, we will have 23 units, 20,040 square feet total. Layout for the office/warehouse product. Line of sight, the residential adjacency across the street. The fountain detail, fence detail, and screening. The retention pond is our responsibility to take care of. Here is our hours of operation, Monday – Friday 9:30 am-6:00 pm, Saturday 9:00 am-5:30 pm and closed on Sunday.

Councilmember Glockel – In your presentation and you refer to it as a detention pond, is it a detention or a retention pond?

Fred Gibbs, Planning and Development Director – Retention pond.

Mayor Heidemann – One of the things we aggressively pursued this year with the West Nile mosquito situation and also with the Zika, and this is on private property so we would not have access to it, do you take steps to prevent that type of situation to harbor mosquito type of breeding?

O’Neal Gray, SFRC Holdings - I understand your concern, with a detention pond, with the fountain it will move the water and I am sure we could spray for it, does that answer your question?

Mayor Heidemann – Spraying is one of the things we were not big on. We would prefer to have it treated with other types of treatments rather than spraying.

O’Neal Gray, SFRC Holdings – We will work with you, you let us know what we need to do to take care of an issue and we will take care of it.

Mayor Heidemann – I think that you would probably have to work through Cody.

O’Neal Gray, SFRC Holdings - If I can get that contact, we will take of it.

Councilmember Glockel – When you talk about moving the water, is the pump cosmetic or is it designed to move enough water to eliminate the concerns that the Mayor asking you about?

O’Neal Gray, SFRC Holdings – I believe it is cosmetic but it will move enough water to make it circulate.

Councilmember Garber – You had mentioned that it was incubator space, what is the philosophy behind incubator space, is this where new businesses would come and start up shop and maybe move on as they get larger? Is that the philosophy behind this?

O’Neal Gray, SFRC Holdings – Yes Sir. We actually have this product at one of our other properties on Denton Tap, we have 12 units there and it is for the smaller businesses, they have the 200 square foot office and area in the back is for their product. You see a bunch of small businesses office out of there.

Mayor Heidemann – I would entertain a motion on item #13.

Councilmember Glockel – What are your intentions with that north/south road coming out through there? Are you going to leave it open for the general public to go through or is that going to be somewhat restricted?

O’Neal Gray, SFRC Holdings - No Sir, it is open to the general public. We will not gate that north/south road that is open.

MOTION was made by Councilmember Garber to approve. Seconded by Councilmember Johnson.

AYES: Johnson, Harrison, Burke, Garber, Glockel
NOES: None
ABSENT: None

MOTION CARRIES

14. Consider and act on an ordinance for the abandonment of a 0.137 acre platted alley on Lot 6-B1, Block 1 of the Pecan Creek Addition, more commonly known as 5150 South IH-35E Freeway, Corinth, TX, 76210.

Fred Gibbs, Planning and Development Director – Our City Engineer, Mike Brownlee, has a presentation, the same one we went over in the workshop, if you would like him to go over it. This is the routine item we have to do after the workshop, seek your approval and send it over to the applicant and they can start their process of the sale and buying of that property.

MOTION was made by Councilmember Harrison to approve the ordinance for abandonment of a 0.137 acre platted alley on Lot 6-B1, Block 1 of the Pecan Creek Addition, more commonly known as 5150 South IH-35E Freeway, Corinth, TX, 76210. Seconded by Councilmember Burke.

Councilmember Glockel – In the last workshop there was only one loose end, that I recall, and that was notification of the property owner to the south, has that been done and there was not any major issues?

Fred Gibbs, Planning and Development Director – Yes, we did make that notification, I believe we put the copy of the certified letter where they actually received and signed for it. We did not hear anything back from them.

AYES: Johnson, Harrison, Burke, Garber, Glockel

NOES: None
ABSENT: None

MOTION CARRIES

15. Consider and act on a contract with EIKON Consulting Group, LLC for Architectural and Engineering design services of a combined Public Safety Facility and Fire House.

Lee Ann Bunselmeyer, Acting City Manager – In March of this year we solicited proposals from eight firms for architectural design services for the joint public safety facility and fire house. In May we had a design committee that was comprised of two councilmembers, Councilmembers Glockel and Harrison, two Chiefs, Walthall and Birt, Technologies Manager, Shea Rodgers and myself that evaluated those proposals and conducted interviews with two firms. The Committee has unanimously recommended that the Council approve the contract with Eikon to start the architectural design for that facility. If this is approved, next week we will again meet with our committee and start the process, they will be working closely with staff for the next three to four weeks and come back to our subcommittee for some final review and updates on the design, with the hope and intent that some time towards the end of August that we will have designs in front of the Council for both the fire house and the joint public safety facility.

Mayor Heidemann – I would entertain a motion on that item.

MOTION was made by Councilmember Glockel to accept business item #15 as stated for the Eikon architectural firm. Seconded by Councilmember Garber.

AYES: Johnson, Harrison, Burke, Garber, Glockel
NOES: None
ABSENT: None

MOTION CARRIES

Charlie Kearns, Eikon Consulting – I want to thank you all for your support. We are looking forward to the project and we will do a good job for you.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

Councilmember Burke - I would request we add an item on the next agenda for the appointment of my replacement to the EDC.

Councilmember Garber – I would like to thank staff, over the last couple of weeks we have had a lot of emails back and forth. Especially dealing with citizen concerns. I want to make it clear how pleased I was with all that went down. In fact three of you showed up at the HOA meeting that certainly was not required but I think it spoke volumes to customer service. It really meant a lot to me and meant a lot to everybody else.

Councilmember Johnson – Since you presented me with my medal this evening, I would then challenge to all the Council and staff and everybody else that is interested. Get comfortable with and familiar with the Denton Runners Club website, they list all the races coming along. I think there is one coming up here around July 4th. It is one of those hotter than you can imagine races. Denton Runners Club meets on Wednesday evenings so it would not affect our Council meetings at the Denton Draft House, it is interesting because you can run at 7:00 pm or 8:00 pm.

Mayor Heidemann – I would like to thank staff for all their efforts. I know it gets a little taxing at times and you are going through budgets and those kind of stuff, but we really do appreciate all your efforts that you put into these presentations and the details you have to search out for us to answer the questions we have. A lot of times people think they taken for granted, but we really do appreciate all you do. I would also like to thank the City Manager and also Erin Causey, I was contacted by the baseball association, Mr. Kim, the organizer for the baseball, and we gave him a sendoff last Friday night and the City Manager was so kind as to get the Police Department and the fire truck down there. When you have all these young men down there getting anxious to go play baseball but when the fire truck and the police car shows up, baseball is in the backseat. These people really loved it. Again, I want to thank you all for taking the time and effort to coordinate that, it is another way of us giving back to the citizens of Corinth what they give us.

There was no Closed Session.

CLOSED SESSION

The City Council will convene in executive (closed session) to consider any matters regarding any of the above listed agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code:

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

Section 551.072. To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Section 551.074. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

- **Deliberation of the employment, reassignment, or duties of the City Manager.**

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

ADJOURN REGULAR MEETING:

Mayor Heidemann adjourned the Regular Session at 7:45 pm.

Approved by Council on the ____ day of _____, 2015

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Approve ILA for Property Tax Collection

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2016 property taxes for the City of Corinth.

AGENDA ITEM SUMMARY/BACKGROUND

Property tax collection services are currently provided to the City of Corinth by Denton County through an Interlocal Agreement. The one year agreement, includes, but is not limited to, the calculation of the effective and rollback tax rates, preparation and publication of all truth-in-taxation notices, and the mailing of current and delinquent tax statements itemizing all taxes due per property account.

The proposed agreement, for the period from October 1, 2015 through September 30, 2016, includes a per statement cost of \$.72 cents (estimated total cost of \$5,699.52) for the October, February and May statement printing for each jurisdiction. The per statement cost increased from the prior year by \$.03 cents.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement with Denton County.

Attachments

ILA

THE STATE OF TEXAS §

COUNTY OF DENTON §

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

THIS AGREEMENT is made and entered into this 21st _____ day of July _____ 2016, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of** _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

I.

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

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

II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.

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

IV.

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

V.

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

VI.

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

VII.

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

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

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

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

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

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

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

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

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

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

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

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

VIII.

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

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

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

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

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

IX.

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

X.

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

XI.

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

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

MUNICIPALITY:

The City/Town of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, 21st day of July 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name _____
Title _____

APPROVED AS TO FORM:

Denton County Assistant
District Attorney



City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Appoint Municipal Judge

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Caryn Riggs, Assistant Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the appointment of Greg Bertrand as Municipal Judge for the City of Corinth Municipal Court of Record.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years.

Greg Bertrand was first appointed as Municipal Judge for the City of Corinth Municipal Court of Record on August 2, 2012 and was re-appointed on August 1, 2014.

The appointment for Council consideration is for a term beginning August 1, 2016 through July 31, 2018.

RECOMMENDATION

Staff recommends appointing Greg Bertrand as the Municipal Judge for the term beginning August 1, 2016 through July 31, 2018.

Attachments

Municipal Judge Contract

CONTRACT FOR SERVICES FOR PRESIDING MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this 21~~st~~ day of July, 2016, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "City", and **GREG BERTRAND**, hereinafter referred to as "Presiding Judge".

1. **APPOINTMENT OF PRESIDING JUDGE**

- a. The **City of Corinth** (hereinafter referred to as "City") does hereby **APPOINT** and contract for the services of **GREG BERTRAND** (hereinafter referred to as "Judge") for a presiding municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1st day of August, 2016, and continuing through midnight, July 31, 2018, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Judge may terminate this Contract by providing written notice of resignation not less than 60 days prior to date of termination.

2. **COMPENSATION OF JUDGE – the City shall compensate the Judge as follows:**

- a. As compensation for the Judge's services, the City agrees to pay to the Judge according to this Section 2. The City will pay the Judge a monthly stipend of Seven Hundred and Fifty and No/100 Dollars (\$750.00) for the following designated duties:
 - i. Creating/maintaining the Judge's Schedule for all Judges, including interaction and coordination with Assistant Judges.
 - ii. Interaction with court personnel via email or telephone
 - iii. Remote electronic signing of documents
 - iv. Developing polices and updating Standing Orders
 - v. Legal research
 - vi. Drafting, revising, and updating court forms
 - vii. Providing information necessary for the Court Clerk to complete the monthly Office of Court Administration report.

- b. In addition, the judge shall also receive a flat rate per duty performed according to the following schedule:
- i. Court:
 - \$600 for full court day (morning & afternoon dockets)
 - \$300 for half court day (morning or afternoon docket only)
 - *If docket is cancelled on day of court, the fee will be paid; however, at City's request, Judge shall perform other services as identified in (ii) during the time of the cancelled docket, without additional charges.
 - *If docket is cancelled before court day, no fee will be paid.
 - ii. All other services:
 - \$100 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
 - iii. Judge/Court/Staff Meetings:
 - \$100 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
- c. The Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
- d. The City shall pay the Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law.
- f. The Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and

mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract. Judge shall pay for his mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight lodging and meal expenses. Judge's mandatory judicial education expenses are currently paid by the Town of Flower Mound. In the event the Judge's term of appointment for Municipal Court Judge for the Town of Flower Mound is not renewed, the City shall pay or reimburse Presiding Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which Judge serves. By way of example, if Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.

- g. During the duration of this Contract, the Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. The Judge shall schedule court dockets no less than three times per month.
- i. The Judge shall establish, where deemed appropriate by Judge, "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The Court Administrator and Director of Finance will be available for consultation and comment with regard to any proposed procedures should the Judge so desire. The City will provide the necessary Court Personnel to the Judge for clerical assistance. Any changes to the "Standing Orders" must be in writing and signed by the Judge prior to incorporation.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Judge may maintain a private law practice and may perform outside legal services. The Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Judge from office during the Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Judge shall be considered an independent contractor, not an employee of the City.

- e. The Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. APPOINTMENT OF ASSISTANT JUDGES

- a. The Judge shall submit the names of proposed Assistant Judges to the City for consideration and the City Council shall appoint one or more Assistant Judges in accordance with the City Charter.
- b. The Judge shall be the liaison between the Assistant Judge(s) and/or any City departmental staff. The Judge shall provide general supervision and guidance for each assistant judge.
- c. The Judge may provide recommendations to the City Council regarding the renewal of any Assistant Judge appointments.
- d. The Judge shall assign duties to the Assistant Judges as determined by the Judge in his sole discretion.
- e. The Judge shall create and provide a written monthly schedule when particular judges are on duty for warrants or other matters. A copy of such schedule shall be provided to the Assistant Judges, the Court and the Corinth Police Department. The Judge shall notify the Corinth Police Department and the court of any changes to the written schedule.
- f. The Judge shall keep the Court and Corinth Police Department informed of their current contact information.

5. INTEGRATION

This Contract represents the entire and integrated Contract between the City and the Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Judge. The Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

PRESIDING JUDGE:



GREG BERTRAND

CITY OF CORINTH, TEXAS

BILL HEIDEMANN, MAYOR

ATTEST:

KIM PENCE, CITY SECRETARY

APPROVED AS TO FORM:

WM. ANDREW MESSER, CITY ATTORNEY

THE STATE OF TEXAS

Statement of Appointed Officer

I, GREG BERTRAND, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.



Affiant

Office to Which Appointed: Presiding Judge

City: City of Corinth, Denton County, Texas

Sworn to and subscribed before me by affiant on this 27th day of June, 2016.



Signature of Person Administering Oath

Sandra Urbina

Printed Name

Acting Court Administrator

Title



City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Appointment of Associate Municipal Judge

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Caryn Riggs, Assistant Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the appointment of Gilland Chenault as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years.

Gilland Chenault was first appointed as the Associate Municipal Judge for the City of Corinth Court of Record on August 2, 2012 and re-appointed on August 1, 2014.

The appointment for Council consideration is for a term beginning August 1, 2016 through July 31, 2018.

RECOMMENDATION

Staff recommends appointing Gilland Chenault as the Associate Municipal Judge for the term beginning August 1, 2016 through July 31, 2018.

Attachments

Associate Municipal Judge Contract

CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this 21~~st~~ day of July, 2016, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as “**City**”, and **GILLAND CHENAULT**, hereinafter referred to as “Assistant (Associate) Judge”.

1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The **City of Corinth** (hereinafter referred to as “**City**”) does hereby **APPOINT** and contract for the services of **GILLAND CHENAULT** (hereinafter referred to as “**Assistant Judge**” or “**Judge**”) to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1st day of August, 2016, and continuing through midnight, July 31, 2018, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE – the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge’s services, the City agrees to pay to the Judge according to this Section 2.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:

i. Court:

\$500 for full court day (morning & afternoon dockets)

\$250 for half court day (morning or afternoon docket only)

*If docket is cancelled on day of court, the fee will be \$100.

*If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
 - iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
 - iv. Training Court Sessions: \$400 for full day
\$200 for half day
- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.
- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. DUTIES OF ASSISTANT (ASSOCIATE) JUDGES

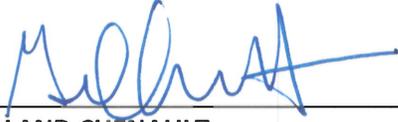
- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

5. INTEGRATION

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

PRESIDING JUDGE:



GILLAND CHENAULT

CITY OF CORINTH, TEXAS

BILL HEIDEMANN, MAYOR

ATTEST:

KIM PENCE, CITY SECRETARY

APPROVED AS TO FORM:

WM. ANDREW MESSER, CITY ATTORNEY

THE STATE OF TEXAS

Statement of Appointed Officer (Please type or print legibly)

I, GILLAND CHENAULT, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.

Gilland Chenaunt

Affiant

Office to Which Appointed : Alternate Judge

City: City of Corinth, Denton County, Texas

Sworn to and subscribed before me by affiant on this 21st day of June, 2016.

Sandra Urbina

Signature of Person Administering Oath

Sandra Urbina

Printed Name

Acting Court Administrator

Title



City Council Regular and Workshop Session

Meeting Date: 07/21/2016
Title: Appointment of Associate Municipal Judget - Grant
Submitted For: Lee Ann Bunselmeyer, Acting City Manager
Submitted By: Caryn Riggs, Assistant Director
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the appointment of Alison Grant as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years.

Alison Grant was first appointed as the Associate Municipal Judge for the City of Corinth Municipal Court of Record on August 2, 2012 and was re-appointed on August 1, 2014.

The appointment for Council consideration is for a term beginning August 1, 2016 through July 31, 2018.

RECOMMENDATION

Staff recommends appointing Alison Grant as the Associate Municipal Judge for the term beginning August 1, 2016 through July 31, 2018.

Attachments

Associate Municipal Judge Contract

CONTRACT FOR SERVICES
FOR ASSISTANT MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this 21st day of July, 2016, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "City", and **ALISON GRANT**, hereinafter referred to as "Assistant (Associate) Judge".

1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The City of Corinth (hereinafter referred to as "City") does hereby **APPOINT** and contract for the services of **ALISON GRANT** (hereinafter referred to as "Assistant Judge" or "Judge") to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1st day of August, 2016, and continuing through midnight, July 31, 2018, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE – the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge's services, the City agrees to pay to the Judge according to this Section 2.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:

- i. Court:
 - \$500 for full court day (morning & afternoon dockets)
 - \$250 for half court day (morning or afternoon docket only)
 - *If docket is cancelled on day of court, the fee will be \$100.
 - *If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
 - iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
 - iv. Training Court Sessions: \$400 for full day
\$200 for half day
- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
 - d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
 - e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.
 - f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. DUTIES OF ASSISTANT (ASSOCIATE) JUDGES

Assistant (Associate) Municipal Judge Contract for Services

- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

5. INTEGRATION

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

PRESIDING JUDGE:



ALISON GRANT

CITY OF CORINTH, TEXAS

BILL HEIDEMANN, MAYOR

ATTEST:

KIM PENCE, CITY SECRETARY

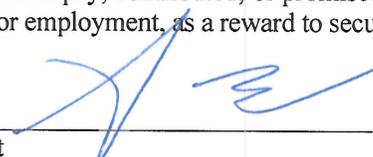
APPROVED AS TO FORM:

WM. ANDREW MESSER, CITY ATTORNEY

THE STATE OF TEXAS

Statement of Appointed Officer (Please type or print legibly)

I, ALISON GRANT, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.



Affiant

Office to Which Appointed: Alternate Judge

City: City of Corinth, Denton County, Texas

Sworn to and subscribed before me by affiant on this 27 day of June, 2016.



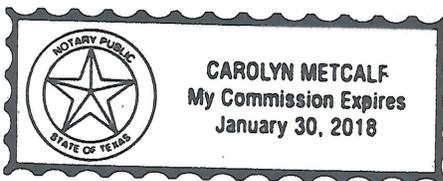
Signature of Person Administering Oath

Carolyn Metcalf

Printed Name

Notary - Carolyn Metcalf

Title



City Council Regular and Workshop Session

Meeting Date: 07/21/2016
Title: Cypress Pointe HOA Water Credit Contract
Submitted For: Cody Collier, Acting Director
Submitted By: Cody Collier, Acting Director
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Cypress Pointe Home Owners Association (HOA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2016 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Additionally, the required maintenance periods (mowing events) per year was increased from 24 to 28.

Staff is proposing a contract effective date of October 1, 2016. The contract includes a termination date of September 30, 2018 with an annual water credit in the amount of \$4,818.24. This represents an annual reduction of \$830.24 from the current contract amount of \$5,648.48. The new rate and changes to the maintenance periods resulted in net decrease of 14.7 percent.

The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented effective October 1, 2016.

Attachments

Cypress Pointe Water Credit Contract

**RIGHTS-OF-WAY AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2016, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and C.P.E. COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Cypress Pointe Estates Community, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 1.58 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2018.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$4,818.24.

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if, during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TRESPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



David Betz, President

Address for notice: 1812 Copper Leaf Drive
Corinth, Texas 76210

Phone: (214) 763-6499

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way



Total Acres = 1.58

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Cypress Pointe Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

City Council Regular and Workshop Session

Meeting Date: 07/21/2016
Title: Lake Sharon POA Water Credit Contract
Submitted For: Cody Collier, Acting Director
Submitted By: Cody Collier, Acting Director
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2016 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Additionally, the required maintenance periods (mowing events) per year was increased from 24 to 28.

The Lake Sharon POA has a City Park (dedicated and owned by Corinth) consisting of 3.486 acres located between their common area and the pond owned by 777 lakes LP. The Lake Sharon POA has mowed and maintained that property since its inception. This property was previously omitted from the maintenance agreement. Several maintenance options were considered between the City and the POA. It was determined that the best option was to allow the POA to continue maintaining the property to ensure all areas were maintained on the same schedule for a uniform appearance. This resulted in an increase in the acres maintained by the POA from .288 to 3.774 acres.

Staff is proposing a contract effective date of October 1, 2016. The contract includes a termination date of September 30, 2018 with an annual water credit in the amount of \$11,507.72. This represents an annual increase of \$1,029.60 from the current contract amount of \$10,478.12. The new water equivalency rate, changes to the maintenance periods, and the increase in maintained acreage resulted in net increase of 8.97 percent.

The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2016.

Attachments

Lake Sharon water Credit Contract

**RIGHTS-OF-WAY, PARKS, AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2016, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Lake Sharon Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Lake Sharon Home Owners Association, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 3.774 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2018.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$11,507.72.

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TRESPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

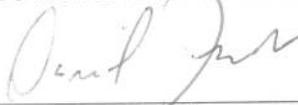
CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



David Frendo, President

Address for notice: 2707 Pottery Trail
Corinth, Texas 76210

Phone: (972) 765-6362

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

Lake Sharon Estates

Total Acres of Park = 3.486

Total Acres = 3.774





0.013 ac.

0.15 ac.

0.012 ac.

0.086 ac.

Total Acres = .261

Lake Sharon Estates Ph.III



Total Acres = .027

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Cypress Pointe Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

City Council Regular and Workshop Session

Meeting Date: 07/21/2016
Title: Post Oak Crossing POA Water Credit Contract
Submitted For: Cody Collier, Acting Director
Submitted By: Cody Collier, Acting Director
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Post Oak Crossing Property Owners Association (POA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2016 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Additionally, the required maintenance periods (mowing events) per year was increased from 24 to 28.

Staff is proposing a contract effective date of October 1, 2016. The contract includes a termination date of September 30, 2018 with an annual water credit in the amount of \$3,537.24. This represents an annual reduction of \$609.75 from the current contract amount of \$4,146.99. The new rate and changes to the maintenance periods resulted in net decrease of 14.7 percent.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2016.

Attachments

Post Oak Crossing Water Credit Contract

**RIGHTS-OF-WAY AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2016, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Post Oak Crossing Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Post Oak Crossing Home Owners Association, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 1.16 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2018.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$3,537.24.

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TREPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Nick Giorgio, President

Address for notice: 2403 Regina
Corinth, Texas 76210

Phone: (214) 213-8997

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

Post Oak Crossing



Total Acres = 1.16

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Cypress Pointe Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Meadows Oak HOA Water Credit Contract

Submitted For: Cody Collier, Acting Director

Submitted By: Cody Collier, Acting Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Home Owners Association (HOA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2016 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Additionally, the required maintenance periods (mowing events) per year was increased from 24 to 28.

Within the Meadows Oak HOA, there is a telecommunications hub building on a lot adjacent to their park along Lake Sharon Road. The association has historically maintained the property. The Denton Central Appraisal District (DCAD) reports that the property belongs to the City of Corinth. The addition of this property added .2 acres to the contracted amount.

Staff is proposing a contract effective date of October 1, 2016. The contract includes a termination date of September 30, 2018 with an annual water credit in the amount of \$13,020. This represents an annual increase of \$614.78 from the current contract amount of \$12,405.22. The new rate, addition of acreage, and changes to the maintenance periods resulted in net increase of 4.95 percent.

The contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2016.

Attachments

Meadows Oak Water Credit Contract

**RIGHTS-OF-WAY, PARKS, AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2016, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Meadows Oak Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Meadows Oak Home Owners Association, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 4.27 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2018.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of **\$13,020.00**

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TRESPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

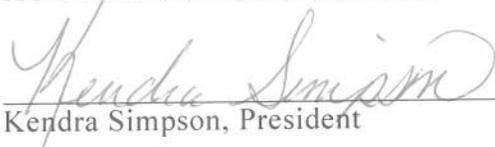
CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Kendra Simpson, President

Address for notice: 3203 Mason Avenue
Corinth, Texas 76210

Phone: (972) 741-0272

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

Meadow Oaks

CORINTH PKWY

LAKE SHARON DR

GRAYSTONE LN

0.214 ac.

0.165 ac.

LULA CT

BERKSHIRE LN

3.688 ac.

MEADOW OAKS DR

ALCOCK LN

0.201 ac.

NORMICH LN

BECKLEY CT

Total Acres = 4.27

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Cypress Pointe Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Oakmont POA Water Credit Contract

Submitted For: Cody Collier, Acting Director

Submitted By: Cody Collier, Acting Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2016 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Additionally, the required maintenance periods (mowing events) per year was increased from 24 to 28.

Staff is proposing a contract effective date of October 1, 2016. The contract includes a termination date of September 30, 2018 with an annual water credit in the amount of \$68,790.12. This represents an annual reduction of \$11,861.65 from the current contract amount of \$80,651.77. The new rate and changes to the maintenance periods resulted in net decrease of 14.7 percent.

The contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration. However, The Oakmont POA Board has requested that their decrease be limited to a 7% decrease instead of the 14% decrease. Additionally, they have requested that the decrease be staggered over a two year period (3.5% decrease each year). Staff did not support this request as it would not be equally credited to the other associations. Their request letter is included within this packet for Council's review.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2016.

Attachments

Oakmont Water Credit Contract

Oakmont request for rate increase

**RIGHTS-OF-WAY, PARKS, AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2016, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Oakmont Country Club Estates Property Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Oakmont Country Club Estates Addition, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 22.56 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2018.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$68,790.12.

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TREPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Alan Nelson, President

Address for notice: 1910 Vintage Drive
Corinth, Texas 76210

Phone: (940) 390-3925

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

Oakmont Water Credit Map

Total Acres of R.o.W. and Park
22.56 Acres

Oakmont Water Credit Area

- Park (10.88 acres)
- RoW (11.68 acres)

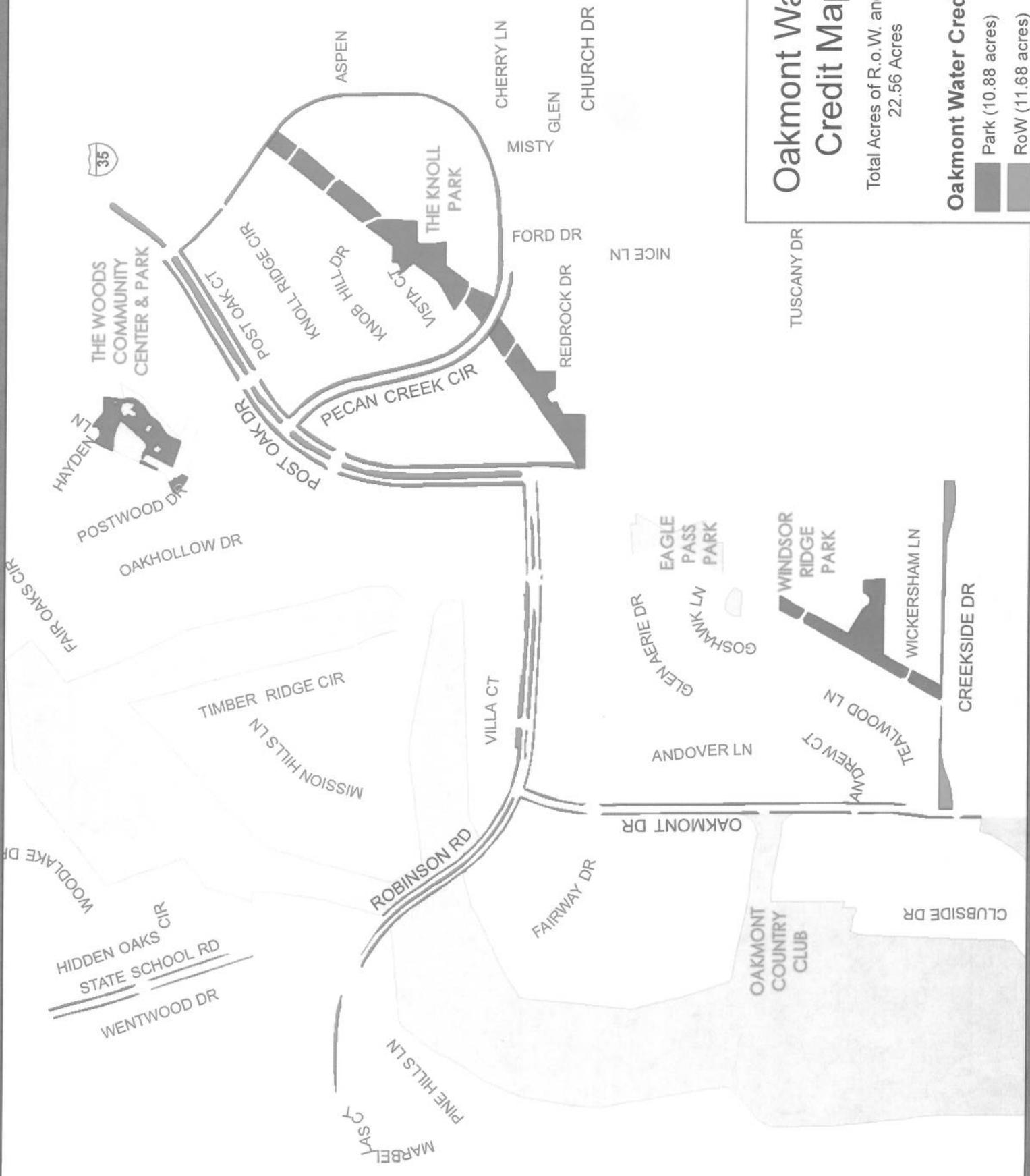


EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Cypress Pointe Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

Oakmont Country Club Estates Property Owners Association, Inc.

c/o Vision Communities Management
6305 Preston Rd., Suite 900
Plano, TX 75024 ~ 972-612-2303

June 28, 2016

Attn: Lee Ann Bunselmeyer
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Dear Ms. Bunselmeyer,

This letter is in response to a meeting with Cody Collier in the Public Works Department regarding the upcoming renewal of the Oakmont POA Water Allocation Contract. Mr. Collier reported that the city would be decreasing the water allocation by 14% for the contract year of October 2016-September 2017 based on the current contract between City of Corinth and their landscaper.

The Board has requested the community landscaper provide a pricing breakdown of what the POA pays to maintain the parks and the cost to water them. That pricing is as follows:

Chemical Budget- This includes 3 applications of fertilization, 2 applications of pre-emergent and 2 applications of post emergent each park.

Knoll Park	\$1,200.00
The Woods	\$400.00
Windsor Ridge	\$200.00

Maintenance- This includes 36 mow and edge visits and debris/trash pick-up.

Knoll Park	\$9,720.00
The Woods	\$3,240.00
Windsor Ridge	\$2,412.00

Total allocated in landscape maintenance contract to Parks- \$17,172.00 per year

The Oakmont POA spends a total of \$123,480 on the landscape maintenance contract per year to maintain the City Parks, right-of-ways, and thoroughfares and also approx. \$12,000-\$15,000 in irrigation repairs.

Water usage in the parks- *Please note that in 2011-mid 2013, the parks were only being watered 1 day per week in growing season. This is when much of the turf was declining and we lost a lot of trees, so in 2014-present the water has been turned up to 2 days a week.

PARK	October 2011-October 2012	October 2012-October 2013	October 2013-October 2014	October 2014-October 2015
Windsor Park	198,900 gallons	47,800 gallons	501,500 gallons	660,300 gallons
Woods Park	92,000 gallons	431,600 gallons	700,900 gallons	874,900 gallons
Knoll Park	302,100 gallons	276,000 gallons	858,025 gallons	1,492,200 gallons
Total gal in Parks	593,000 gallons	755,400 gallons	2,060,425 gallons	3,027,400 gallons
Total Usage/YR	6,863,388 gallons	10,290,790 gallons	10,200,402 gallons	10,623,128 gallons
% usage in Parks	8.64% parks	7.34% parks	20.20% parks	28.50% parks

In addition to that pricing, please find below the current period consumption analysis and expenditures for the parks and thorough fares:

June 2014-May 2015- 12,313,639 gallons used

June 2015-May 2016- 10,300,825 gallons used

Percentage decrease in consumption: **16% decrease** in usage through May 2016

Conservation Expenditures for last consumption period: **\$30,121.50 with \$41,399.00 approved to be spent in next couple of months.**

In an attempt to prevent further tree loss in the parks, the Association has continued to water 2 days a week (vs. the 1 day in previous years) in the consumption periods 6-1-2015 to 5-1-2016. The Association has also had to water in and establish all of the new landscaping planted. This is a key factor in the water consumption. The POA's landscaper is very dedicated to managing the water in the community and tests the entire system at least once a month.

To further reduce the water usage in the highest usage areas, the POA recently approved irrigation estimates to begin work on converting the city parks to pressure regulating heads for a total of \$15,900. This project is currently in progress as weather has allowed.

The POA implemented a 3 year plan to begin replacing all landscape beds with drought tolerant plant material to further reduce our water consumption in 2015. So far in Phase 2 in 2016, **\$30,121.50** has been spent in replacing beds with drought tolerant material and has \$25,499.00 in approved projects that are in progress.

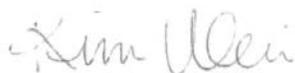
The POA has also taken great measures to preserve the trees in Oakmont along Post Oak, Robinson, and Oakmont Dr. and has spent **\$65,200** in trimming, fertilizing, and removing hazardous trees so far in 2016.

The Oakmont POA is held to a higher standard by the approx. 1,500 Corinth residents that live within the community to maintain and improve the thoroughfares, right-of-ways, and parks owned by the City of Corinth. This standard is higher than the other areas and parks in Corinth that are based on the same allocation standards. Just in the parks alone during the 2014-2015 period, the Association spent \$17,172.00 in landscape maintenance, \$22,424.45 in water, and \$26,090 in tree trimming and removals.

The Association has a strong commitment to maintain the health and appearance of the trees and grass in the parks and thoroughfares and would like to continue to enhance them as budget and allocation allows. In consideration of the above, and to allow the Oakmont POA to continue to maintain the higher level quality and appearance of these spaces, **the Oakmont POA Board requests that the City of Corinth reconsider the 14% decrease in the water allocation for the 2016-2017 contract year. The Association is requesting that the allocation only be decreased by 7% instead of 14% and to stagger this adjustment over a two-year period (3.5% each year) instead of all during the 2016-2017 contract year.**

Please let us know your decision as soon as possible.

Sincerely,



The Oakmont POA Board of Directors, by
Kim Weir
Director of Management, Vision Communities Management
E-mail: manager@vcmtexas.com

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Parkridge Pass Lot 2 PD Amendment

Submitted For: Fred Gibbs, Director

Submitted By: Barbara Cubbage, Planning & Development Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT JUSTIN LANSDOWNE WITH G&A CONSULTANTS, AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNER, VF PROPERTIES LLC, TO AMEND PLANNED DEVELOPMENT ORDINANCE 14-02-20-08 (PD 37) ON 1.0 ACRES LEGALLY DESCRIBED AS PARKRIDGE PASS ADDITION, LOT 2, BLOCK A IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. (This property is located east and adjacent to 3001 FM 2181.)

BUSINESS: Consider and act on an ordinance amending Planned Development Ordinance 14-02-20-08 (PD 37) on property legally described as Parkridge Pass Addition, Lot 2, Block A in the City of Corinth, Denton County, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

Approval Process

Public hearings are required during the Planning and Zoning Commission meeting and the City Council meeting. The Planning and Zoning Commission's recommendation will be presented to City Council. City Council will consider and act on an ordinance to amend the land use regulations for Lot 2, Block A Parkridge Pass Addition and the site plan associated with Lot 2.

Public Notification

As required, Public hearing letters were mailed out prior to the Planning and Zoning Commission meeting to the five property owners whose properties fall within 200' of the subject property and public hearing signs were placed on FM 2181 in front of the site. Notice required for City Council was also published in the Denton Record Chronicle daily newspaper and posted on their website.

Agenda Item Description

The detailed site plan associated with Planned Development Ordinance No. 14-02-20-08 (Lot 1, Block A) Parkridge Pass Addition was approved by City Council in February 2014. The final plat and civil construction plans were approved by the Planning and Zoning Commission in September 2014 for both Lots 1 and 2. The developer's engineer took advantage of the existing detention pond shared by several surrounding property owners and provided a drainage easement necessary for managing the calculated runoff proposed for both lots. With an approved final plat from 2014 and the current engineering plans approved for public infrastructure improvements; Dr. Vignolo is requesting approval of amendments to the planned development land use regulations and associated site plan.

The property owner for Lot 2, VF Properties, LLC represented by Dr. Vignolo, has proposed approximately 9,200 square feet of office building space. The applicant has proposed changes to the existing planned development district's land use regulations approved in 2014. Those changes are shown in the comparison chart included with this agenda item.

Zoning

This property is zoned Planned Development C-1, Commercial and is shown on the zoning map as PD 37.

Comprehensive Plan Future Land Use Designation

The proposed use is consistent with Future Land Use Plan.

Financial Summary

Source of Funding: No funding is required.

RECOMMENDATION

Staff Recommendation

Staff does not support some of the requested changes and has the following recommendations:

- Staff recommends the applicant provide the 20' landscape buffer.
- Staff recommends to require all facades on all four sides of the building be finished with the same materials, detailing and features.
- Staff recommends that the applicant relocate the dumpster away from the rear property line.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommended unanimously (5-0) to approve the proposed amendments to the planned development land use regulations and site plan with the following exceptions:

- Provide the 20' rear yard landscape buffer.
- The north facing exterior facade must comply with the same materials, detailing and features.
- Allow the dumpster to remain in the 20' rear landscape buffer.

(Commissioners present: Brian Rush (Chairman), Bruce Hanson (Vice-Chair), Dwayne Zinn, Marc Powell, Breien Velde (Alternate). Absent: Haven Hendrik (Commissioner) Bill Morgan (Alternate).

Attachments

Ordinance

Project Location

Lot 2 Location

Comparison Chart Land Use Regs

Filed Final Plat

Site Plan Docs

Site Plan_Elevations

Site Plan_Dumpster Enclosure

ORDINANCE NO. 16-07-21-___

PARKRIDGE PASS PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE AMENDING PLANNED DEVELOPMENT ORDINANCE NO. 14-02-20-08 AND ORDINANCE NO. 14-10-16-35 SPECIFICALLY ADOPTING THE SITE PLAN FOR LOT 2, BLOCK A AND AMENDING THE LAND USE REGULATIONS ON LOT 2, BLOCK 1, AND INCLUDING THE EXISTING SITE PLAN AND REGULATIONS FOR LOT 1, BLOCK A OF PARKRIDGE PASS ADDITION; APPROVING A DETAILED SITE PLAN; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR PUBLICATION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the hereinafter described property is zoned as Planned Development District Classification under the City's Unified Development Code and a person having a proprietary interest in the property has requested a change in the zoning classification of said property; and

WHEREAS, the Planning and Zoning Commission of the City of Corinth and the City Council of the City of Corinth, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the City of Corinth City Council is of the opinion that said change in the approved site plan for said district; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and the pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of the neighborhood; location, lighting and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, the City Council further considered among other things the character of the districts and their peculiar suitability for particular uses and the view to conserve the value of the buildings, and encourage the most appropriate use of the land throughout this City; and

WHEREAS, the City Council finds that the proposed change promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

SECTION I - LEGAL PROPERTY DESCRIPTION; AMENDMENT

That in accordance with the Unified Development Code, the Zoning Map of the City of Corinth is hereby amended for property legally described as 2.81 acres within the Planned Development Zoning District adopted with Ordinance No. 14-02-20-08, being Lot 1 and Lot 2, Block A of the Parkridge Pass Addition; more particularly described in the metes and bounds description set forth in “Exhibit A” attached and incorporated by reference herein.

SECTION II – SITE PLAN

The Site Plan documents for Lot 1 and Lot 2, Block A, approved and described as “Exhibit B” attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of existing and proposed development of the property.

SECTION III – LAND USE REGULATIONS

The Zoning and Land Use Regulations set forth in “Exhibit C” attached hereto and made a part hereof for all purposes shall be adhered to in its entirety for the purposes of this Planned Development C-1, Commercial District. In the event of conflict between the provisions of “Exhibit C” and provisions of any other exhibit, the provisions of “Exhibit C” control except to the extent amended herein, Ordinance No. 14-02-20-08 and Ordinance No. 14-10-16-35 shall remain in full force and effect.

That the zoning regulations and districts as herein established have been made in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION IV – PENALTY FOR VIOLATIONS

Any person, firm, or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2,000.00); and each and every day that these provisions are violated shall constitute a separate and distinct offense.

SECTION V – SEVERABILITY CLAUSE

If any section, paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION VI – EFFECTIVE DATE

This ordinance shall become effective after approval and publication as provided by law.

PASSED AND APPROVED THIS 21st DAY OF JULY, 2016.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

**LEGAL DESCRIPTION / METES AND BOUNDS
LOT 1 AND LOT 2, BLOCK A PARKRIDGE PASS ADDITION**

WHEREAS Parkridge Pass, Ltd. is the owner of all that certain lot, tract or parcel of land situated in the E. Marsh Survey, Abstract Number 833, Denton County, Texas, being a part of a called 5.451 acre tract of land described in County Clerk File Number 2006-78827, Real Property Records, Denton County, Texas, the subject tract being more particularly described as follows;

BEGINNING at a TXDOT monument found for the Southwest corner of the herein described tract in the North line of F.M. Road 2181, the West line of said 5.451 acre tract and the East line of a tract of land described in a deed to Markwardt Investment Holdings, LLC, as recorded in County Clerk File Number 2007-14677, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 28 minutes 56 seconds West with the East line thereof and the West line of said 5.451 acre tract, along or near a wire fence, at a distance of 308.09 feet passing a 5/8” iron rod found, continuing along said course, a total distance of 366.85 feet to a point in a pond for the Northwest corner of said 5.451 acre tract, the Northeast corner of said Markwardt tract, the Northwest corner of the herein described tract and being in the South line of a tract of land described in a deed to Fannie Mae, as recorded in County Clerk File Number 2010-75456, Real Property Records, Denton County, Texas;

THENCE South 68 degrees 36 minutes 43 seconds East with the South line thereof, the North line of said 5.451 acre tract and the North line of the herein described tract, a distance of 264.34 feet to an axle found for an angle point in said line;

THENCE North 89 degrees 46 minutes 52 seconds East with the South line of said Fannie Mae tract and the North line of said 5.451 acre tract, a distance of 165.92 feet to a capped iron rod set for the Northeast corner of the herein described tract;

THENCE South 00 degrees 13 minutes 08 seconds East with a line severing said 5.451 acre tract, a distance of 268.17 feet to a capped iron rod set in the South line thereof and the North line of said Road for the Southeast corner of the herein described tract, said corner also being in a curve to the left having a radius of 5794.58 feet and a chord bearing and distance of South 88 degrees 03 minutes 09 seconds West, 145.19 feet;

THENCE Southwesterly with the arc of said curve and the North line of said Road, an arc distance of 145.19 feet to a capped iron rod set for angle point on the South line of the herein described tract;

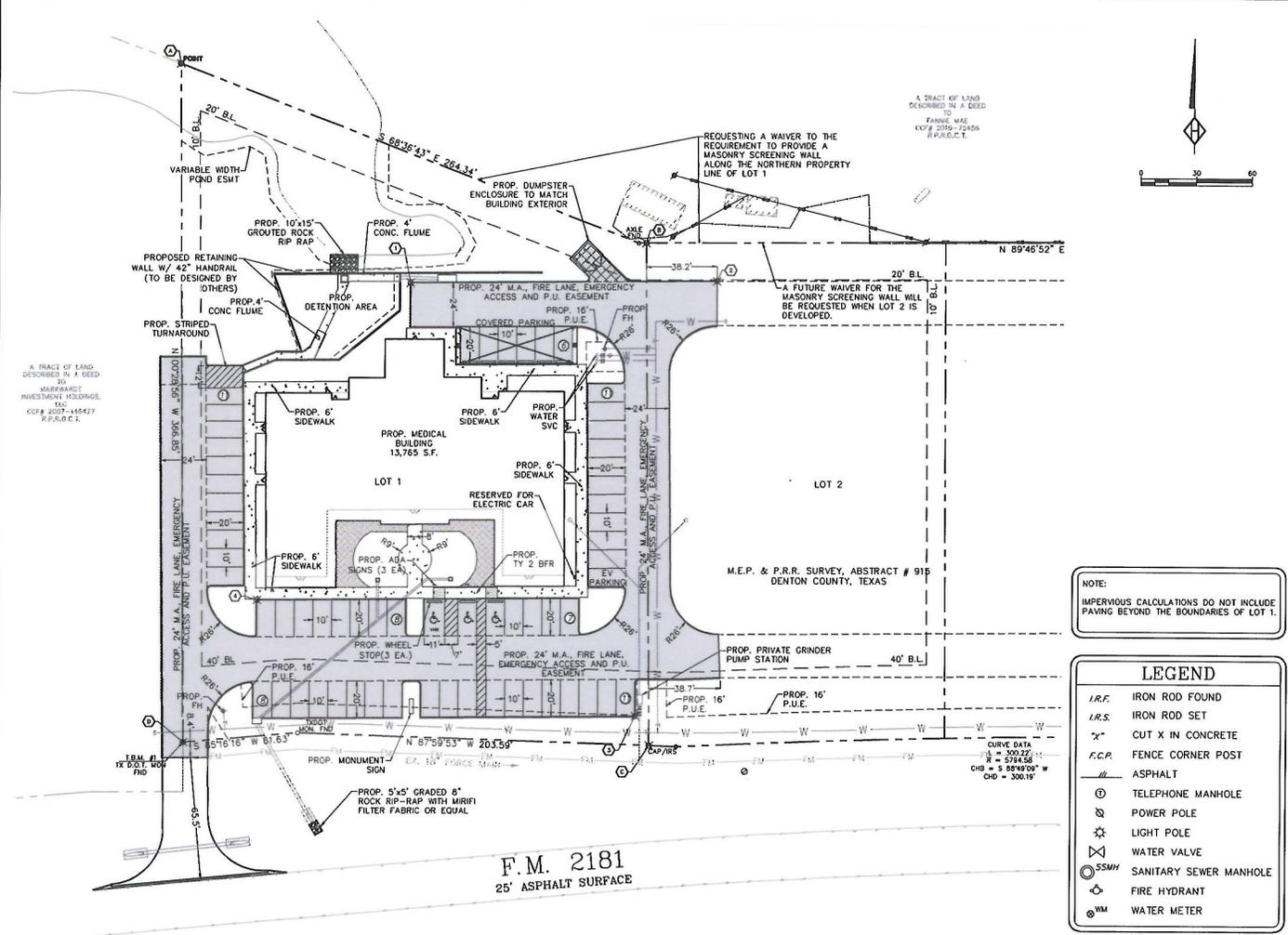
THENCE North 87 degrees 59 minutes 53 seconds West with the North line of said Road, a distance of 203.59 feet to a TXDOT monument found for an angle point in the South line of the herein described tract;

THENCE South 85 degrees 16 minutes 16 seconds West with the North line of said Road, a distance of 61.63 feet to the PLACE OF BEGINNING and enclosing 2.81 acres of land more or less.

EXHIBIT “B”

SITE PLAN DOCUMENTS FOR LOT 1, BLOCK A, PARKRIDGE PASS ADDITION

**ORDINANCE NO. 16-07-21-
PARKRIDGE PASS - PD C-1
SITE PLAN DOCUMENTS LOT 1**



SITE INFORMATION - LOT 1	
EXISTING ZONING	PD-3
PROPOSED ZONING	PD-3 (AMENDED)
LAND USE DESIGNATION	MEDICAL OFFICE
GROSS ACREAGE	1.81
NET ACREAGE	1.10
NUMBER OF PROPOSED LOTS	1
PERCENTAGE OF SITE COVERAGE	21
AREA OF OPEN SPACE	0.71 AC
PERCENTAGE OF OPEN SPACE	79
AREA OF IMPERVIOUS COVERAGE	1.10 AC
PERCENTAGE OF IMPERVIOUS COVERAGE	61
PROPOSED BUILDING AREA	13,765
NUMBER OF STORES	1
MAXIMUM BUILDING HEIGHT	36'
PROPOSED FLOOR USE AREA	
MEDICAL @ 1 SPACE/300 SF	12,110 SF
PHARMACY @ 1 SPACE/200 SF	1,655 SF
REQUIRED PARKING	50 SPACES
PROVIDED PARKING	
STANDARD	59 SPACES
HANDICAP	3 SPACES
TOTAL	62 SPACES
REQUIRED LOADING SPACES	0 SPACES
PROVIDED LOADING SPACES	0 SPACES
PERCENTAGE OF OUTSIDE STORAGE	0%
START CONSTRUCTION (MONTH/YEAR)	02/14
END CONSTRUCTION (MONTH/YEAR)	10/14

PAVEMENT LEGEND	
	QUIMPER PAD PAVEMENT PROPOSED 8" 4,000 PSI CONC. @ 28 DAYS WITH #3 BARS @ 18" O.C.E.W.
	HEAVY DUTY PAVEMENT (FIRE LANE) PROPOSED 7" 3,600 PSI CONC. @ 28 DAYS WITH #4 BARS @ 18" O.C.E.W.
	LIGHT DUTY PAVEMENT (PARKING) PROPOSED 6" 3,600 PSI CONC. @ 28 DAYS WITH #3 BARS @ 18" O.C.E.W.
	ASPHALTIC CONCRETE (DRIVE APPROACH) PROPOSED 4" TY "D" HMAC ON 6" OF FLEX BASE COMPACTED TO A MINIMUM 95% STANDARD PROCTOR DENSITY
	SIDEWALK PAVEMENT PROPOSED 4" 3,500 PSI CONC. @ 28 DAYS WITH #3 BARS @ 18" O.C.E.W.
PAVEMENT NOTES:	
1. ALL PAVEMENT SUBGRADE SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6" AND COMPACTED TO A MINIMUM 95% STANDARD PROCTOR DENSITY AT OR ABOVE OPTIMUM MOISTURE.	
2. THE CONTRACTOR SHALL DOWEL & EPOXY #4 X 24" SMOOTH BARS @ 24" CENTERS ALONG ALL PROPOSED TO EXISTING CONCRETE EDGES W/ 3/4" EXPANSION JOINT & SELF LEVELING JOINT SEALING COMPOUND.	
3. THE CONTRACTOR SHALL PROVIDE A X" EXPANSION JOINT W/ SELF LEVELING JOINT SEALING COMPOUND BETWEEN THE PROPOSED CONCRETE PAVEMENT AND THE PROPOSED BUILDING.	

- NOTE:**
IMPERVIOUS CALCULATIONS DO NOT INCLUDE PAVING BEYOND THE BOUNDARIES OF LOT 1.
- LEGEND**
- I.R.F. IRON ROD FOUND
 - I.R.S. IRON ROD SET
 - X" CUT X IN CONCRETE
 - F.C.P. FENCE CORNER POST
 - ASPH. ASPHALT
 - TM TELEPHONE MANHOLE
 - PO POWER POLE
 - LP LIGHT POLE
 - WV WATER VALVE
 - SSMH SANITARY SEWER MANHOLE
 - FH FIRE HYDRANT
 - WM WATER METER

DESIGN POINTS					
PT	NORTHING	EASTING	PT	NORTHING	EASTING
A	7097539.6886	2407872.9087	1	7097421.4849	2407996.7176
B	7097443.3008	2408123.1337	2	7097422.6570	2408161.5441
C	7097171.3363	2408126.1179	3	7097187.2197	2408118.4720
D	7097172.8513	2407875.9964	4	7097249.7746	2407915.0220

ITE TRIP GENERATION RATES										
PROPOSED LAND USE	ITE CODE	QUANTITY	UNIT OF MEASURE	WEEKDAY	AM		PM			
					TOTAL	ENTER	TOTAL	ENTER	EXIT	
MEDICAL OFFICE	720	12,110	SF	T=36.13(X)	T=2.3(X)	79%	21%	T=3.46(X)	27%	73%
				438	28	22	6	42	11	31
				T=90.06(X)	T=3.20(X)	59%	41%	T=8.42(X)	50%	50%
PHARMACY	880	1,655	SF	149	5	3	2	14	7	7
				587	33	25	8	56	18	38
				TOTAL						

SOURCE: 8th EDITION, I.T.E. TRIP GENERATION MANUAL

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
STEVEN R. HOMEYER, PE # 86942
DATE: 01/21/2014

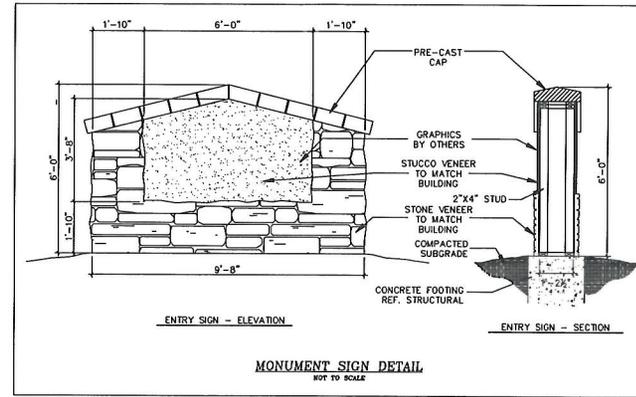
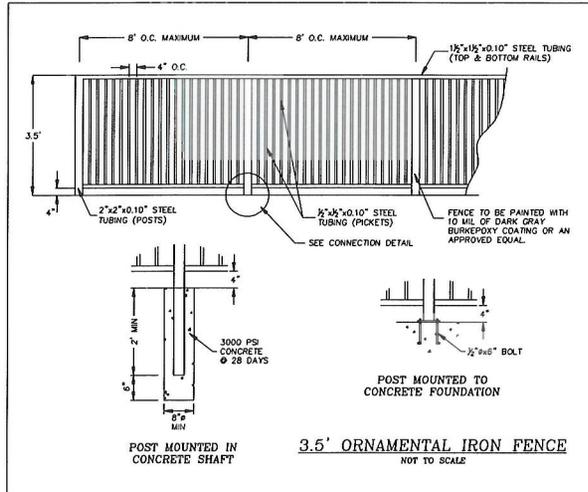
HOMEYER ENGINEERING, INC.
P.O. BOX 2141 REGISTRATION NO. F9440
972-906-9985 PHONE & 972-906-9987 FAX
WWW.HEI.US.CDN

**CORINTH FAMILY MEDICINE AND PEDIATRICS CENTER
LOT 1, BLOCK A
PARKRIDGE PASS ADDITION
1.81 ACRES
CITY OF CORINTH
DENTON COUNTY, TEXAS**

SITE PLAN

DRAWN: NEB
DATE: 06/25/13
HEI #: 13-148
SHEET NO: C2

ORDINANCE NO. 16-07-21-__
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 1



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CORINTH FAMILY MEDICINE AND
 PEDIATRICS CENTER
 LOT 1, BLOCK A
 PARKRIDGE PASS ADDITION
 1.81 ACRES
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

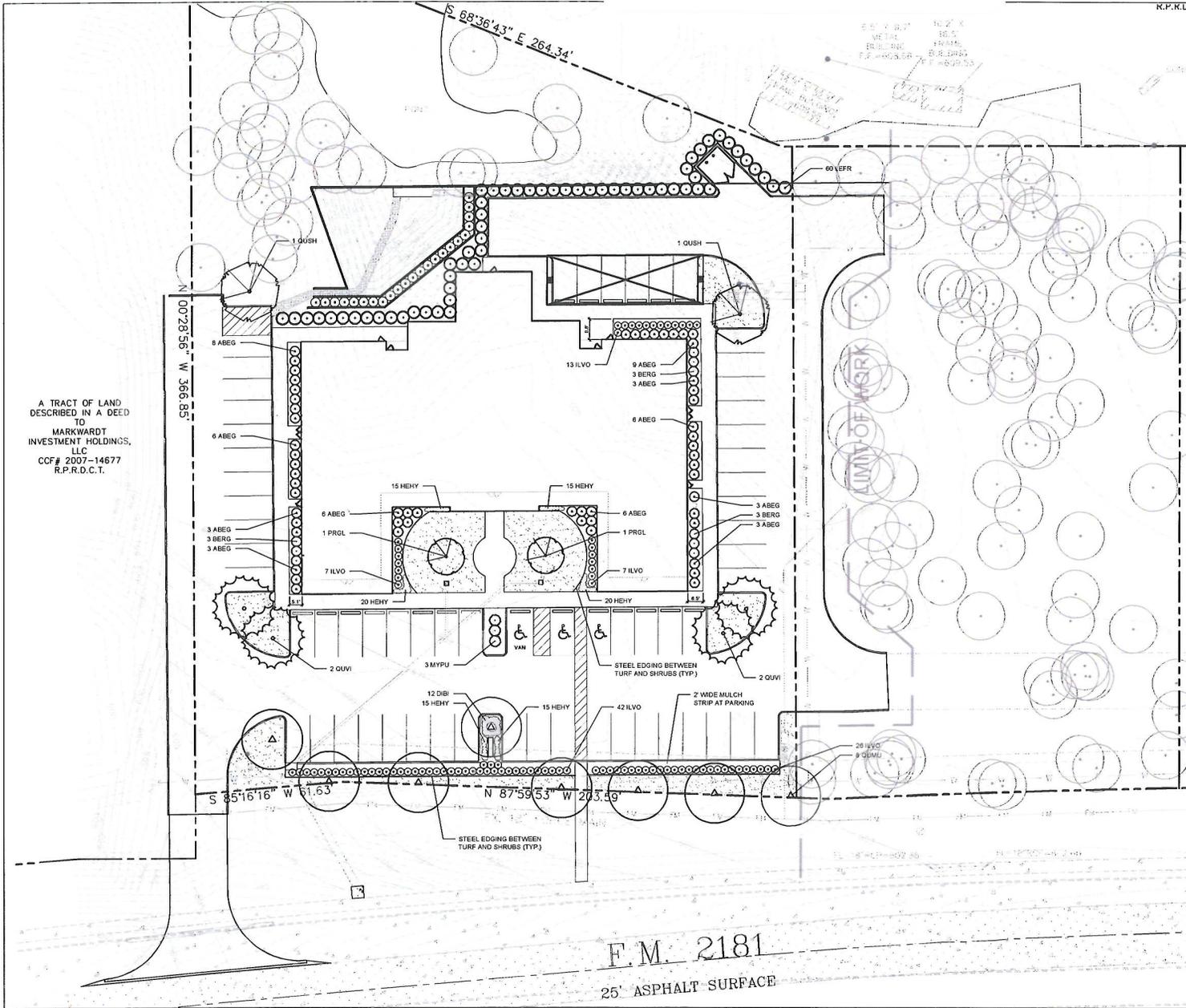
MISCELLANEOUS
 DETAILS

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 PURPOSES.
 STEVEN R. HOMEYER, PE # 86942
 DATE: 01/21/2014

DRAWN: NEB
 DATE: 06/25/13
 HEI #: 13-148

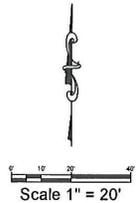
SHEET NO:
C13

ORDINANCE NO. 16-07-21-__
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 1



A TRACT OF LAND DESCRIBED IN A DEED TO MARKWARD INVESTMENT HOLDINGS, LLC CCF# 2007-14677 R.P.R.D.C.T.

SEE SHEET LP2 FOR LEGEND AND LANDSCAPE CALCULATIONS



CORINTH FAMILY MEDICINE AND PEDIATRICS CENTER LOT 1, BLOCK A PARKRIDGE PASS ADDITION 1.81 ACRES CITY OF CORINTH DENTON COUNTY, TEXAS

PLANTING PLAN



DRAWN: LML
 DATE: 06/25/13
 HEI #: 13-148

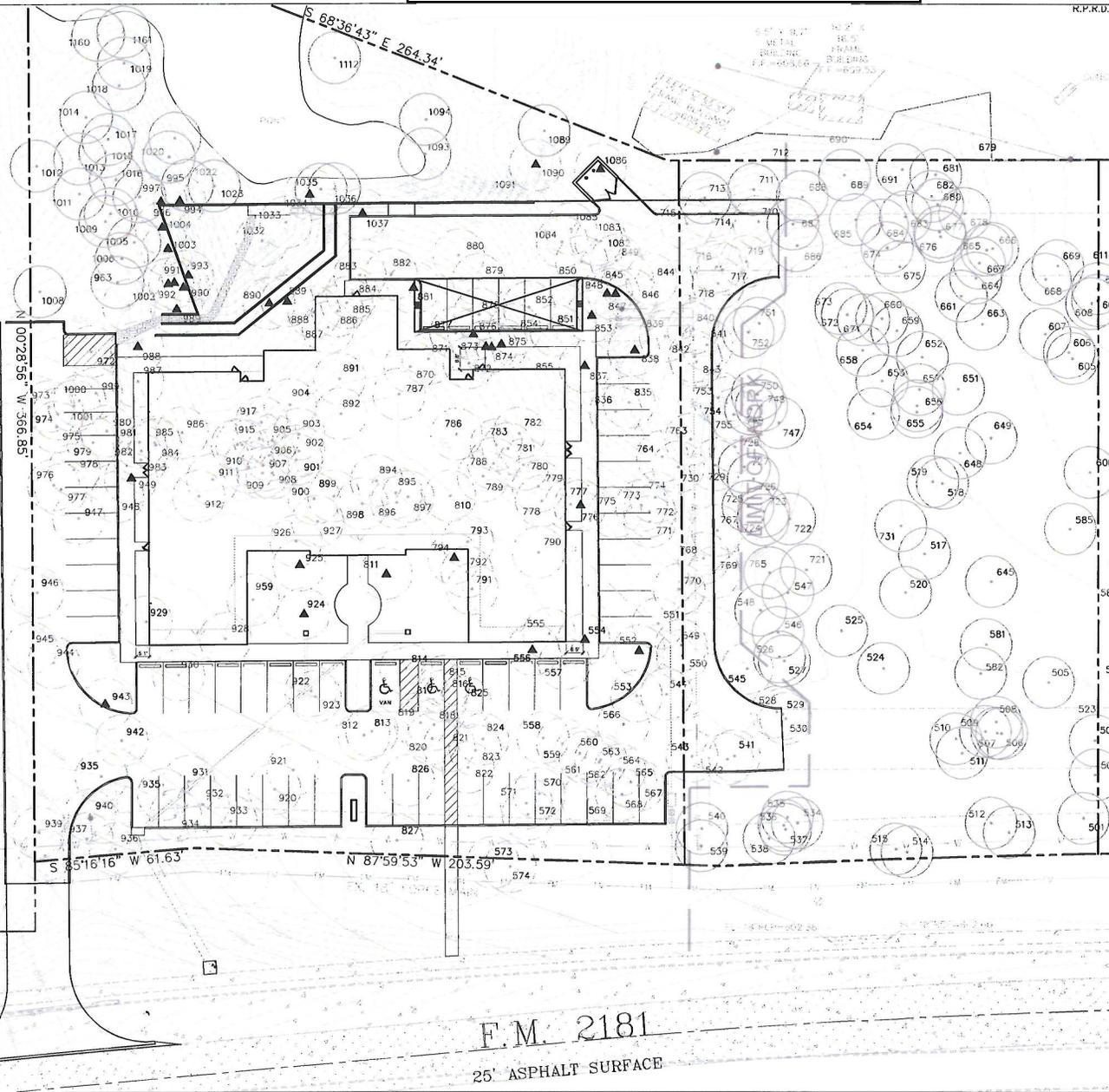
SHEET NO: LP1

F.M. 2181
 25' ASPHALT SURFACE

ORDINANCE NO. 16-07-21-
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 1

R.P.R.D.C.

A TRACT OF LAND
 DESCRIBED IN A DEED
 TO
 MARKWARD
 INVESTMENT HOLDINGS,
 LLC
 CCF# 2007-14677
 R.P.R.D.C.T.

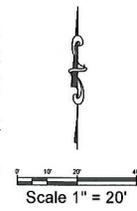


SEE SHEET TP2
 FOR TREE LIST

SEE SHEET TP3
 FOR TREE
 PROTECTION
 MEASURES

LEGEND

-  EXISTING TREE, PROTECT IN PLACE
-  EXISTING TREE, REMOVE DUE TO CONSTRUCTION
-  EXISTING TREE, REMOVE DUE TO CONSTRUCTION - MITIGATION REQUIRED



**EVERGREEN
 DESIGN GROUP**
 Landscape Designers & Contractors



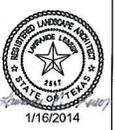
1800 AIR GATE
 15000 Dallas Pkwy., Ste 500
 Addison, TX 75001
 www.landscape-consultant.com

**HOMEYER
 ENGINEERING, INC.**
 TYPE FIRM REGISTRATION NO. F-8420
 P. O. BOX 204527 • LEWISVILLE • TEXAS • 75029
 972-966-9986 WWW.HEIL.US.COM



CORINTH FAMILY MEDICINE AND
 PEDIATRICS CENTER
 LOT 1, BLOCK A
 PARKRIDGE PASS ADDITION
 1.81 ACRES
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

TREE SURVEY
 AND
 PROTECTION
 PLAN



DRAWN: LML
 DATE: 06/25/13
 HEI #: 13-148
 SHEET NO:
 TP1

F.M. 2181
 25' ASPHALT SURFACE

ORDINANCE NO. 16-07-21-__
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 1

TREE LEGEND

#	DBH	SPECIES	PROTECT	REMOVE
504	8	Cedar Elm	x	
502	6	Cedar Elm	x	
504	6	Cedar Elm	x	
506	6	Cedar Elm	x	
506	6	Cedar Elm	x	
507	9	Cedar Elm	x	
508	12	Cedar Elm	x	
509	6	Cedar Elm	x	
510	10	Cedar Elm	x	
511	10	Cedar Elm	x	
512	6	Oak		
513	6	Cedar Elm	x	
514	6	Cedar Elm	x	
515	8	Cedar Elm	x	
517	6	Ash		
518	14	Oak	x	
519	7	Oak		
520	10	Cedar Elm	x	
523	8	Cedar Elm	x	
524	6	Cedar Elm	x	
525	8	Cedar Elm	x	
526	12	Oak	x	
527	7	Ash	x	
528	9	Ash		x
529	10	Ash		x
530	8	Ash		x
534	7	Cedar Elm	x	
535	8	Ash	x	
536	6	Cedar Elm	x	
537	8	Cedar Elm	x	
538	7	Cedar Elm	x	
539	6	Cedar Elm	x	
540	10	Ash	x	
541	10	Ash		
542	6	Cedar Elm	x	
543	6	Cedar Elm	x	
544	15	Oak	x	
545	8	Ash		x
546	6	Ash	x	
547	6	Ash	x	
548	7	Cedar Elm	x	
549	7	Oak		x
550	9	Ash		x
551	6	Oak		x
552	7	Ash		xx
553	9	Ash	x	
554	9	Oak		xx
555	7	Oak	x	
556	7	Ash		xx
557	7	Ash		x
558	8	Ash		x
559	6	Cedar Elm	x	
560	7	Oak	x	
561	7	Ash		x
562	6	Oak	x	
563	7	Ash		x
564	6	Cedar Elm	x	
565	6	Ash		x
566	6	Ash		x
567	8	Ash		x
568	7	Ash		x
569	11	Oak		x
570	6	Ash		x
571	6	Cedar Elm	x	
572	7	Cedar Elm	x	
573	7	Ash		x
574	6	Cedar Elm	x	
581	12	Oak	x	
582	10	Cedar Elm	x	
585	7	Cedar Elm	x	
606	7	Cedar Elm	x	
605	8	Cedar Elm	x	
606	9	Oak	x	
607	6	Cedar Elm	x	
608	9	Oak	x	
609	7	Oak	x	
610	13	Oak	x	
645	6	Cedar Elm	x	
648	13	Cedar Elm	x	

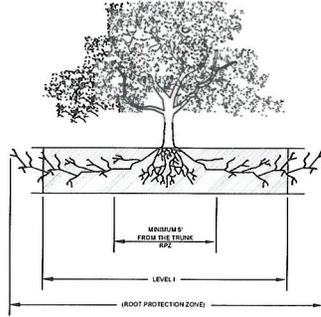
#	DBH	SPECIES	PROTECT	REMOVE
649	6	Cedar Elm	x	
651	6	Ash		
653	10	Cedar Elm	x	
653	8	Ash	x	
654	6	Oak		
655	10	Oak	x	
656	7	Oak	x	
657	10	Oak	x	
658	6	Cedar Elm	x	
659	10	Oak	x	
660	7	Cedar Elm	x	
661	8	Cedar Elm	x	
663	8	Cedar Elm	x	
664	6	Cedar Elm	x	
665	9	Oak	x	
666	7	Oak	x	
667	7	Oak	x	
668	7	Oak	x	
669	13	Ash	x	
671	6	Oak	x	
672	6	Oak	x	
673	6	Cedar Elm	x	
674	9	Oak	x	
675	6	Oak	x	
676	6	Oak	x	
677	6	Oak	x	
678	6	Oak	x	
680	10	Oak	x	
681	7	Cedar Elm	x	
682	8	Oak	x	
683	8	Oak	x	
684	6	Ash	x	
685	6	Ash	x	
686	6	Ash	x	
687	7	Oak	x	
688	10	Oak	x	
689	7	Ash	x	
691	7	Ash	x	
710	6	Oak		x
711	10	Oak	x	
715	8	Oak	x	
714	9	Oak		x
715	10	Oak		x
716	9	Oak		x
717	7	Oak		x
718	6	Oak	x	
719	8	Oak		x
721	6	Ash	x	
722	8	Oak	x	
723	10	Oak	x	
724	10	Oak	x	
725	10	Oak	x	
726	6	Oak	x	
727	6	Oak	x	
728	8	Oak	x	
729	8	Oak		x
730	7	Oak		x
731	7	Ash	x	
747	6	Oak	x	
748	6	Oak	x	
749	6	Juniper	x	
750	8	Oak	x	
751	10	Oak	x	
752	12	Oak	x	
753	6	Oak		x
754	8	Oak		x
755	8	Oak	x	
763	6	Oak	x	
764	7	Oak	x	
765	7	Ash		x
767	8	Ash		x
768	9	Ash		x
769	9	Oak	x	
770	6	Oak	x	
771	8	Oak	x	
772	8	Oak	x	
773	6	Oak	x	
774	6	Oak	x	
775	7	Oak	x	

#	DBH	SPECIES	PROTECT	REMOVE
776	8	Oak		xx
777	8	Oak		x
778	8	Oak		x
779	8	Oak		x
780	7	Ash		x
781	7	Oak		x
782	9	Oak		x
783	9	Oak		x
784	6	Juniper		x
785	7	Oak		x
786	6	Ash		x
787	10	Oak		x
788	10	Oak		x
789	7	Oak		x
790	7	Oak		x
791	8	Oak		x
792	6	Oak		x
793	12	Ash		x
794	12	Ash		xx
810	8	Oak		x
811	12	Oak		xx
812	10	Oak		x
813	6	Ash		x
814	7	Oak		x
815	6	Ash		x
816	6	Hackberry		x
817	8	Oak		x
818	9	Cedar Elm		x
819	7	Ash		x
820	8	Ash		x
821	6	Ash		x
822	8	Ash		x
823	8	Ash		x
824	8	Ash		x
825	8	Ash		x
826	8	Ash		x
827	7	Oak		x
825	6	Juniper		x
826	10	Oak		xx
827	6	Honey Locust		xx
828	6	Oak		xx
829	6	Oak		x
840	9	Oak		x
841	9	Juniper		x
842	7	Oak		x
843	7	Cedar Elm		x
844	9	Oak		x
845	7	Oak		x
846	9	Oak		x
847	6	Oak		xx
848	9	Oak		xx
849	7	Ash		x
850	6	Oak		x
851	6	Willow		x
852	7	Willow		x
853	6	Oak		xx
854	6	Oak		x
855	6	Oak		x
870	7	Ash		x
871	8	Ash		x
872	7	Ash		x
873	7	Ash		xx
874	7	Ash		xx
875	7	Oak		xx
876	10	Oak		xx
877	9	Oak		x
878	6	Ash		x
879	10	Oak		x
880	10	Oak		x
881	6	Ash		xx
882	10	Oak		x
883	6	Juniper		x
884	8	Oak		x
885	11	Ash		xx
886	11	Ash		x
887	7	Oak		x
888	7	Oak		x
889	10	Oak		xx
890	10	Oak		xx

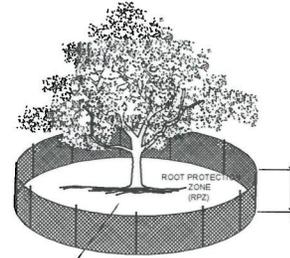
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892	12	Oak		x
893	10	Oak		x
894	6	Oak		x
895	6	Oak		x
896	6	Oak		x
897	8	Oak		x
898	8	Oak		x
899	7	Oak		x
900	9	Oak		x
901	9	Oak		x
902	6	Oak		x
903	7	Oak		x
904	9	Oak		x
905	9	Oak		x
906	8	Oak		x
907	6	Oak		x
908	6	Oak		x
909	9	Oak		x
910	7	Oak		x
911	7	Oak		x
912	6	Ash		x
914	7	Oak		x
915	6	Oak		x
916	7	Oak		x
917	8	Oak		x
920	7	Cedar Elm		x
921	8	Oak		x
922	9	Oak		x
923	7	Oak		x
924	9	Oak		xx
925	9	Oak		xx
926	7	Oak		x
927	7	Oak		x
928	9	Oak		x
929	7	Oak		x
930	6	Ash		x
931	11	Cedar Elm		x
932	6	Oak		x
933	6	Oak		x
934	11	Ash		x
935	8	Ash		x
936	7	Ash		x
937	7	Oak		x
938	8	Oak		x
939	6	Oak		x
940	6	Oak		x
941	6	Oak		x
942	7	Hackberry		x
943	6	Oak		xx
944	8	Oak		x
945	8	Oak		x
946	6	Ash		x
947	6	Ash		x
948	6	Ash		x
949	6	Ash		x
950	6	Ash		x
951	6	Ash		x
952	6	Ash		x
953	6	Ash		x
954	6	Ash		x
955	6	Ash		x
973	7	Oak		x
975	7	Oak		x
976	7	Oak		x
977	7	Oak		x
978	6	Oak		x
979	6	Oak		x
980	7	Oak		x
981	7	Oak		x
982	6	Oak		x
983	6	Oak		x
984	8	Oak		x
985	8	Oak		x
986	10	Oak		x
987	6	Oak		x
988	6	Oak		xx
989	7	Oak		xx
990	7	Oak		xx
991	7	Oak		xx
992	8	Oak		xx
993	6	Juniper		xx

#	DBH	SPECIES	PROTECT	REMOVE
994	12	Oak		xx
995	8	Oak		x
996	6	Juniper		xx
997	7	Oak		x
999	7	Oak		x
1000	10	Oak		x
1001	10	Oak		x
1002	9	Oak		x
1003	9	Oak		xx
1004	7	Oak		xx
1005	9	Oak		x
1006	11	Oak		x
1008	7	Cedar Elm		x
1009	6	Oak		x
1010	8	Oak		x
1011	13	Oak		x
1012	9	Oak		x
1013	6	Oak		x
1014	6	Oak		x
1015	6	Oak		x
1016	6	Oak		x
1017	6	Oak		x
1018	6	Oak		x
1019	10	C		

ORDINANCE NO. 16-07-21-
PARKRIDGE PASS - PD C-1
SITE PLAN DOCUMENTS LOT 1



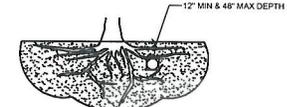
A TREE PROTECTION FENCE - ELEVATION
SCALE: NOT TO SCALE



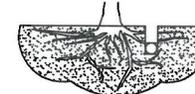
B TREE PROTECTION FENCE
SCALE: NOT TO SCALE

TREES THAT ARE MARKED TO BE PRESERVED ON A SITE PLAN AND FOR WHICH UTILITIES MUST PASS THROUGH THEIR ROOT PROTECTION ZONES MAY REQUIRE TUNNELING AS OPPOSED TO OPEN TRENCHES. THE DECISION TO TUNNEL WILL BE DETERMINED ON A CASE BY CASE BASIS BY THE ENGINEER.

TUNNELS SHALL BE DUG THROUGH THE ROOT PROTECTION ZONE IN ORDER TO MINIMIZE ROOT DAMAGE.



TUNNEL TO MINIMIZE ROOT DAMAGE (TOP) AS OPPOSED TO SURFACE-DUG TRENCHES IN ROOT PROTECTION ZONE WHEN THE 5' MINIMUM DISTANCE FROM TRUNK CAN NOT BE ACHIEVED



D BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE

TREE PROTECTION SPECIFICATIONS

MATERIALS

1. FENCE: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE MOUNTED WITH 2 INCH WIDE OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 1/8 INCHES
2. POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL T SHAPED WITH A MINIMUM HEIGHT OF 1.5 FEET ABOVE THE TREE ROOT
3. TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE
4. USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE REUSED

CONSTRUCTION METHODS

ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY ONSITE CONSTRUCTION.

EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURIST CERTIFIED ARBORIST) AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, MAINTENANCE AND THINNING. ENSURE ALL TREES RECEIVE A COMMERCIAL-GRADE ROOT STIMULATOR APPLICATION AFTER PRUNING.

PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE DRIP LINE AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST OR IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS AT THE DRIP LINE OF TREES (ROOT PROTECTION ZONE, RPZ) AROUND LANDSCAPE PLANT MATERIAL, INCLUDING NATURAL AREAS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION.

PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTIONS SIGN DISTANCE CRITERIA.

THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.

THE INSTALLATION POSTS WILL BE PLACED EVERY 4 FEET AROUND THE DRIP LINE OR RPZ AND EMBEDDED TO 18 INCHES DEEP. FABRIC ATTACHMENT SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.

1. DO NOT CLEAR, FILL OR GRADE IN THE RPZ OF ANY TREE
2. DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES
3. DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE SPREAD OF THE TREE BRANCHES
4. DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE SPREAD OF THE TREE BRANCHES (EX. PIPE CUTTING AND THE LEADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING)
5. DO NOT NAIL OR ATTACH TEMPORARY SIGNS, METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES
6. DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TRACK OILS AND SOILS, ETC. TO ENTER THE RPZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE RPZ. WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE TRUCK OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE

ROUTE UNDERGROUND UTILITIES TO AVOID THE RPZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.

THE CONTRACTOR SHOULD AVOID CUTTING ROOTS LARGER THAN ONE (1) INCH DIAMETER WHEN EXCAVATION OCCURS IN EXISTING TREES. EXCAVATION IN THE VICINITY OF TREES SHALL PROCEED WITH CAUTION.

REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND. TREES DAMAGED OR LOST DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S SATISFACTION.

ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER PRIOR TO ITS REMOVAL.

COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.

IN CERTAIN ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THOSE AREAS WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THE EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

WATER ALL TREES, MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONE (1) INCH DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.

WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.

WHEN AN EXCAVATION OR DRILL HOLE IS PLACED WITHIN THE DRIP LINE OF ANY TREE GREATER THAN EIGHT INCHES IN DIAMETER, A TREE WELL SHALL BE CONSTRUCTED TO PROTECT THE TREE. THE WELL SHALL BE 18 INCHES IN DIAMETER AND 18 INCHES DEEP.

WHERE PAVING OR FILLING IS NECESSARY WITHIN THE DRIP LINE OF ANY TREE EIGHT INCHES OR GREATER, A FENSABLE PAVEMENT AND AERATION SYSTEM MUST BE INSTALLED.

TREE PROTECTION REQUIREMENTS

1. A ROOT PROTECTION ZONE SHALL BE ESTABLISHED AROUND EACH TREE OR ANY VEGETATION TO BE PRESERVED. THE ROOT PROTECTION ZONE SHALL BE AN AREA DEFINED BY THE RADII EXTENDING OUTWARD FROM THE TRUNK OF THE TREE. A DISTANCE OF ONE (1) LINEAR FOOT FOR EACH INCH DIAMETER SHALL BE MAINTAINED AT ALL TIMES. EXAMPLE: A 10-INCH DIAMETER TREE WILL HAVE A 10 FOOT RADII ROOT PROTECTION ZONE.
2. NO WORK SHALL BEGUN WHERE TREE PROTECTION FENCING HAS NOT BEEN CONSIDERED AND APPROVED. TREE PROTECTION FENCING SHALL BE INSTALLED, MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION. THE FENCING WILL BE A MINIMUM OF 4 FEET HIGH.
3. ALL ROOTS LARGER THAN ONE (1) INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OMS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES.
4. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP.
5. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE ROOT PROTECTION ZONE. NO CLEAN-OUT AREAS WILL BE CONSTRUCTED SO THAT THE MATERIAL WILL BE MOVED OR MIGRATE TO THE ROOT PROTECTION ZONE.
6. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE.
7. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY AND CORKED TO PROPER PRUNING METHODS. ALL WOUNDS SHALL BE PAINTED WITHIN 30 MINUTES TO PREVENT DRY ROT (FUNGUS GROWTH TREES ONLY).
8. ANY TREE REMOVAL SHALL BE APPROVED BY THE LOCAL JURISDICTIONS ARBORIST.
9. TREES WHICH ARE DAMAGED OR LOST DUE TO THE CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE REPLACED WITH TREE QUARTIES AND BIRDS ACCEPTABLE TO THE LOCAL JURISDICTION.
10. TREES MUST BE MAINTAINED BY GOOD HEALTH THROUGHOUT THE CONSTRUCTION PROCESS. MAINTENANCE MAY INCLUDE WATERING THE ROOT PROTECTION ZONE AND/OR WASHING FOLIAGE.
11. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.
12. THE ROOT PROTECTION ZONE SHALL BE PRESERVED AT NATURAL GRADE. NO CUTTING, FILLING, TRENCHING, ROOT DISTURBANCE, SOIL DISTURBANCE, OR CONSTRUCTION SHALL OCCUR CLOSER TO THE TRUNK THAN ONE HALF (1/2) THE ROOT PROTECTION ZONE RADII EXCEPT IN PARKING AREAS. WHERE APPROVED, ALTERNATIVE MATERIALS AND METHODS MAY BE USED AND CONSTRUCTION MAY OCCUR AS CLOSE AS FIVE (5) FEET FROM THE ROOT ZONE ON ONE SIDE OF THE TREE. NATIVE UNDERSTORY VEGETATION WITHIN THE ROOT PROTECTION ZONE SHALL BE PRESERVED. HOWEVER, THE REQUIREMENT DOES NOT APPLY TO ROOT PROTECTION ZONE AREAS THAT HAVE BEEN LANDSCAPED. THE ROOT PROTECTION ZONE MAY BE SHIFTED AND CLUSTERED AS LONG AS THERE IS NO CONSTRUCTION CLOSER TO THE TRUNK THAN ONE HALF (1/2) THE ROOT PROTECTION ZONE RADII. THE CONSTRUCTION OF SIDEWALKS SHALL BE ALLOWED IN THE ROOT PROTECTION ZONE, AS LONG AS EXCAVATION DOES NOT EXCEED THREE (3) INCHES.

DURING CONSTRUCTION ACTIVITIES ON SITE, AT LEAST A SIX-INCH LAYER OF A COMMERICAL SHALL BE PLACED AND MAINTAINED OVER THE ROOT PROTECTION ZONE. THE SUPERVISION COVER MAY INCREASE WITHIN THE ROOT PROTECTION ZONE IF SAG ENFORCEMENT IS APPROVED BY THE ARBORIST.

HOMMEYER
ENGINEERING, INC.
TYPE FIRM REGISTRATION NO. F-8440
P. O. BOX 992929 • HOUSTON, TEXAS 77299-2929
713-266-9929 • FAX 713-266-9931 • WWW.HET.US.COM

CORINTH FAMILY MEDICINE AND
PEDIATRICS CENTER
LOT 1, BLOCK A
PARKRIDGE PASS ADDITION
1.81 ACRES
CITY OF CORINTH
DENTON COUNTY, TEXAS

TREE
PROTECTION
DETAILS



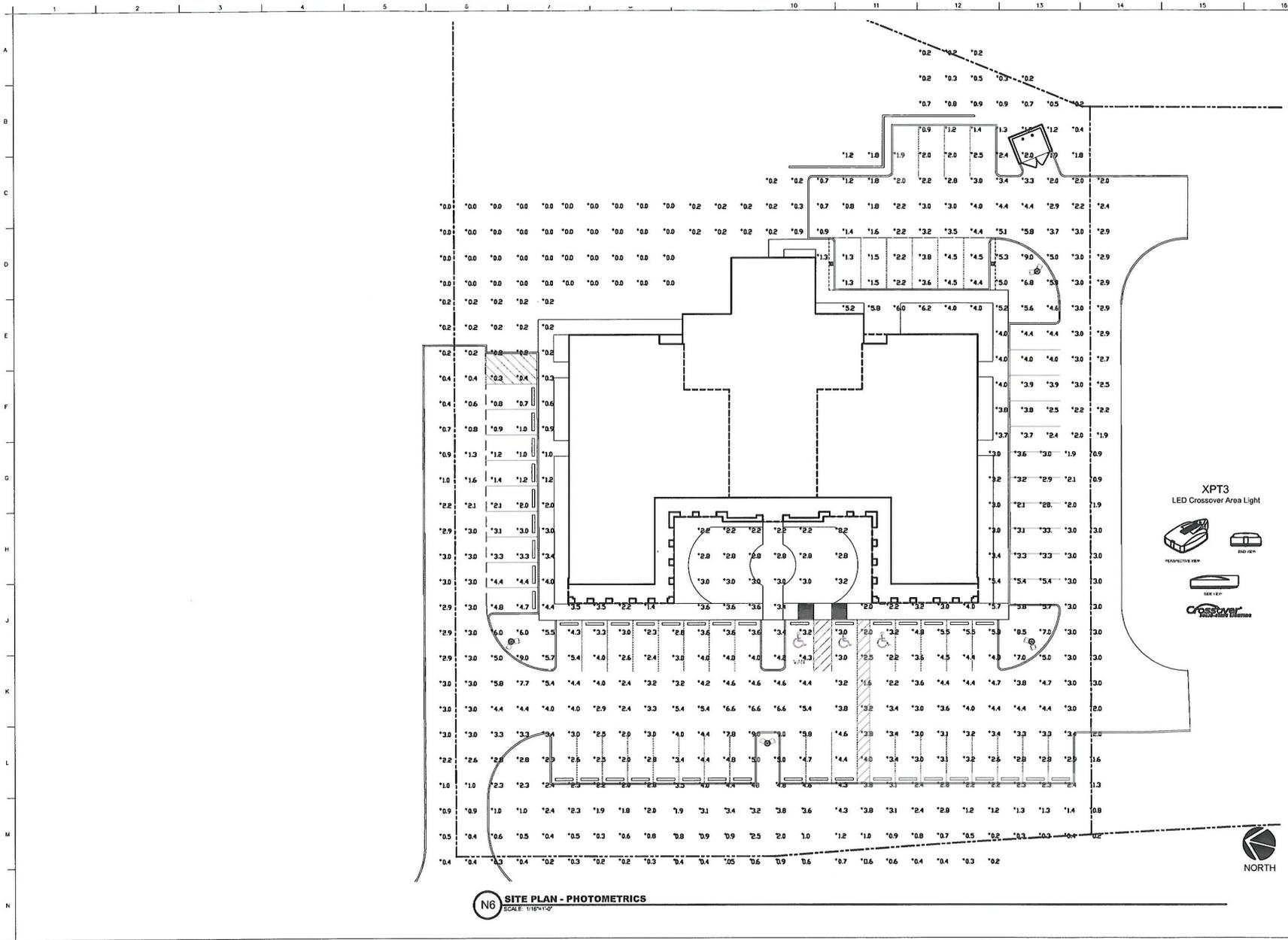
EVERGREEN
DESIGN GROUP
Landscape Designers & Consultants

1800 690 660
15101 Dallas Pkwy, Ste 300
Addicks, TX 77001
www.landscapemasters.com

DRAWN: LML
DATE: 06/25/13
HEET #: 13-148

SHEET NO:
TP3

ORDINANCE NO. 16-07-21-___
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 1



APDG
 A PLUS DESIGN GROUP
 ARCHITECTURE
 INTERIORS
 CONSTRUCTION
 972-724-4440
 972-691-7731 FAX
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Trent W. Clark, Architect
 TX Registration #17084
PRELIMINARY
NOT FOR CONSTRUCTION
 These Drawings are incomplete and may not be used for regulatory approval, permit, or construction.

A NEW MEDICAL OFFICE FOR:
Corinth Family Medicine and Pediatrics Center
 Corinth, TX

REVISIONS		
No.	DATE	NOTE

Drawn by: M.L.
 Checked by: T.C.
 Project No: 13-0601
 Date: 1-14-2014

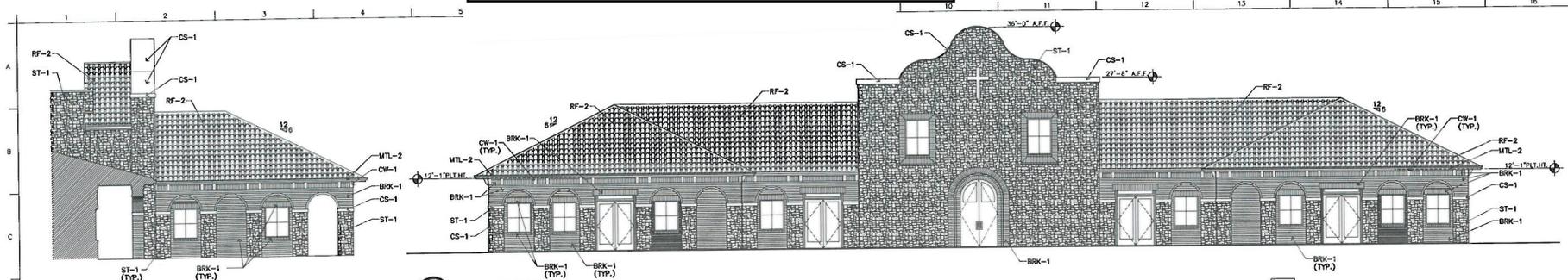
SITE PLAN
 PHOTOMETRICS

A1.0

ORDINANCE NO. 16-07-21-__
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 1



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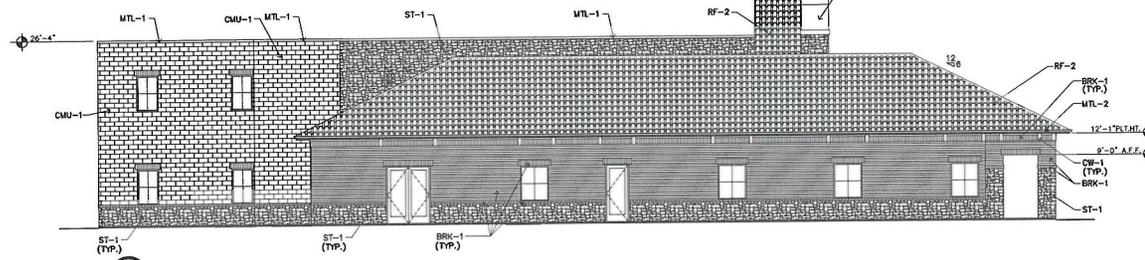
D1 PARTIAL WEST ELEVATION
 SCALE: 1/8"=1'-0"

D5 SOUTH ELEVATION
 SCALE: 1/8"=1'-0"

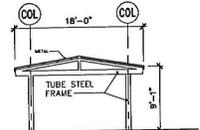
EXTERIOR MATERIAL CALCULATIONS

	STONE	BRICK	CMU	WINDOWS/DOORS
NORTH	202 S.F. (8%)	763 S.F. (29%)	1658 S.F. (63%)	315 S.F. (11%)
EAST	483 S.F. (22%)	1002 S.F. (45%)	748 S.F. (33%)	159 S.F. (07%)
SOUTH	1270 S.F. (69%)	406 S.F. (22%)	165 S.F. (09%)	---
WEST	483 S.F. (22%)	1002 S.F. (45%)	748 S.F. (33%)	159 S.F. (07%)
PARTIAL WEST	447 S.F. (51%)	431 S.F. (49%)	---	---
PARTIAL EAST	447 S.F. (51%)	431 S.F. (49%)	---	---
DUMPSTER	---	---	59 S.F. (100%)	---

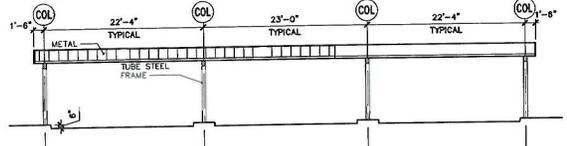
1. STONE AND BRICK ARE CLASS 1 MASONRY CONSTRUCTION.
2. CMU IS CLASS 2 MASONRY CONSTRUCTION.



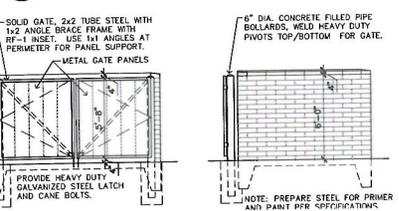
G7 WEST ELEVATION
 SCALE: 1/8"=1'-0"



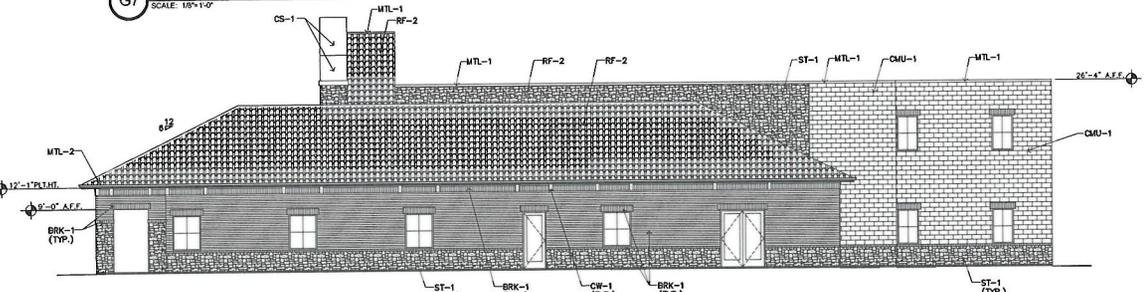
J1 END ELEVATION
 SCALE: 1/8"=1'-0"



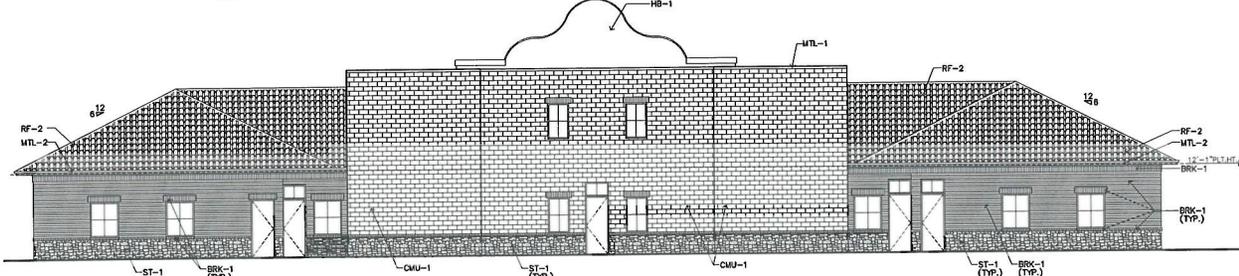
L1 FRONT ELEVATION AT COVERED PARKING
 SCALE: 1/8"=1'-0"



N1 FRONT ELEVATION AT DUMPSTER
 SCALE: 1/8"=1'-0"



K7 EAST ELEVATION
 SCALE: 1/8"=1'-0"



N5 NORTH ELEVATION
 SCALE: 1/8"=1'-0"

NEW MEDICAL OFFICE FOR:
**Corinth Family Medicine
 and Pediatrics Center**
 Corinth, TX

REVISIONS

No.	DATE	NOTE

Drawn by: M.L.
 Checked by: T.C.
 Project No: J3-0801
 Date: 03-10-2014

EXTERIOR ELEVATIONS,
 EXTERIOR FINISHES &
 WINDOW TYPES

A3.2

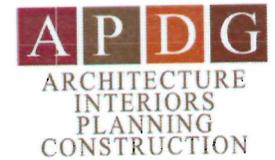


VIEW TOWARDS FRONT ENTRANCE

Corinth Family Medicine & Pediatrics

CORINTH, TEXAS

AUGUST 30, 2013
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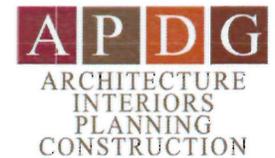
ORDINANCE NO. 16-07-21-__
PARKRIDGE PASS - PD C-1
SITE PLAN DOCUMENTS LOT 1



Corinth Family Medicine & Pediatrics

CORINTH, TEXAS

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ORDINANCE NO. 16-07-21-__
PARKRIDGE PASS - PD C-1
SITE PLAN DOCUMENTS LOT 1



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CORINTH, TEXAS

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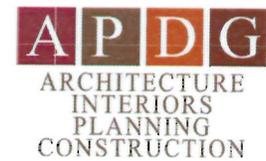
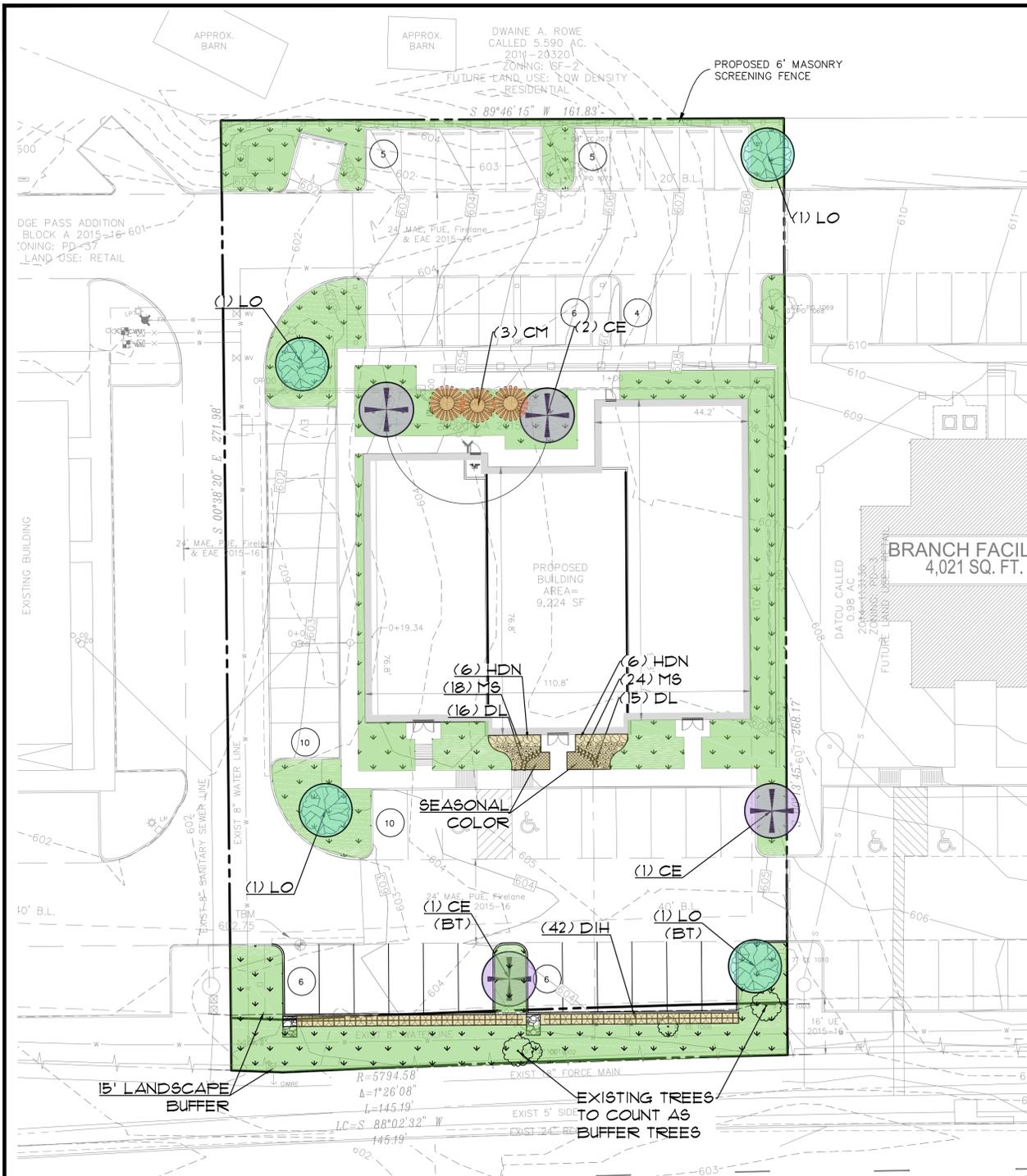
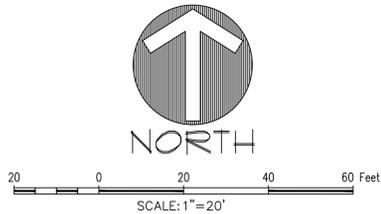


EXHIBIT “B”

SITE PLAN DOCUMENTS FOR LOT 2, BLOCK A, PARKRIDGE PASS ADDITION



LEGEND



PLANT LIST
QUANT. COMMON NAME

3	LIVE OAK
4	CEDAR ELM
3	CRAPE MYRTLE
42	DWARF INDIAN HAWTHORN
12	HARBOR DWARF NANDINA
42	MEADOW SAGE
31	DAYLILLY

LANDSCAPE REGULATIONS
CORINTH, TX

LANDSCAPE BUFFERS

REQUIRED: (FM 2181) Landscape buffer width adjacent to collector street = 15'. Within the landscape buffer (1) shade tree (3" caliper minimum) shall be planted per 30 feet of landscape edge.
FM 2181 = 159 l.f. / 30 = 6 trees
159*15 = 2,385 s.f. of landscape buffer.
PROVIDED: 15' Landscape buffer and 4 exiting trees + 2 new trees (labeled as BT) = 6 trees
2,390 s.f. of landscape buffer.

REQUIRED: Where parking lots, drive and access easements abut the landscaped edge, minimum 5 gallon shrubs shall be planted to form a contiguous buffer along the common boundary.
PROVIDED: Minimum 5 gallon shrubs placed along all parking lots that abut the landscape edge.

INTERIOR PARKING LANDSCAPE

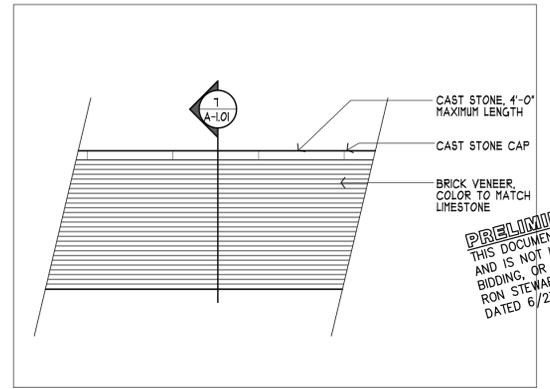
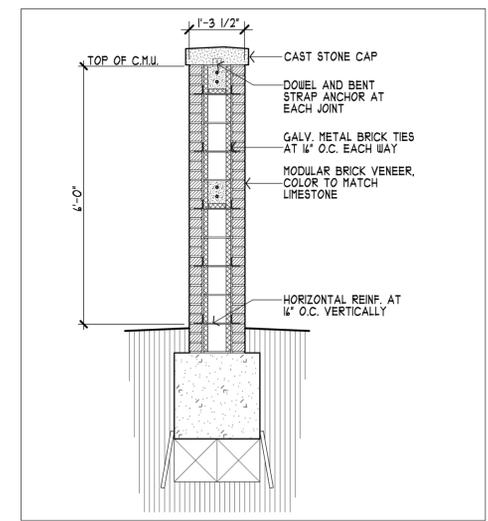
REQUIRED: There shall be ten (10) square feet of interior parking lot landscaping for each required parking space or a fraction thereof.
52 x 10 = 520 s.f. required landscaping.
There shall be one (1) shade tree (3" caliper minimum) or and ornamental tree for every ten (10) parking spaces or a fraction thereof.
52 / 10 = 6 required trees.
PROVIDED: 9,729 s.f. of interior landscaping
6 (3" cal. trees)

BOTANICAL NAME	QUANT.	COMMON NAME	SIZE	MIN. HT.	SPACE	REMARKS
<i>Quercus virginiana</i>	3	LIVE OAK	6" cal.	12'-15'	per plan	Single trunk
<i>Ulmus crassifolia</i>	4	CEDAR ELM	6" cal.	12'-15'	per plan	Single trunk
<i>Lagerstromia indica</i>	3	CRAPE MYRTLE	30 gal.	7'-8'	per plan	Multi trunk
<i>Raphiolepis indica</i>	42	DWARF INDIAN HAWTHORN	3 gal.	24"	24" o.c.	Full
<i>Nandina domestica 'Nana'</i>	12	HARBOR DWARF NANDINA	3 gal.	18"-24"	24" o.c.	Full
<i>Salvia x sylvestris</i>	42	MEADOW SAGE	1 gal.	12"-18"	18" o.c.	Full
<i>Heemerocalis 'Stella De Oro'</i>	31	DAYLILLY	1 gal.	12"-18"	12" o.c.	Full

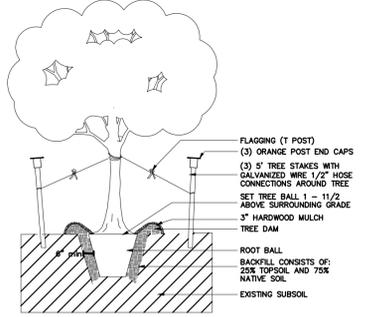
AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY

THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIALS

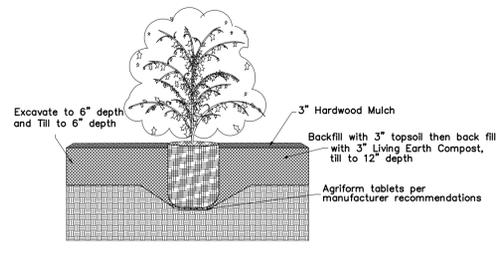
- LANDSCAPE NOTES:**
- Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
 - Contractor is responsible for verifying location of all underground utilities prior to construction.
 - It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
 - All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
 - Landscape edging shall be located as noted on plan.
 - Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
 - Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
 - A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
 - All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
 - Landscape areas shall be kept free of trash, litter and weeds.
 - An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
 - Irrigation Controller to have a Rain and Freeze Stat.
 - All landscape is to be greater than 8 feet from all underground utilities.
 - All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



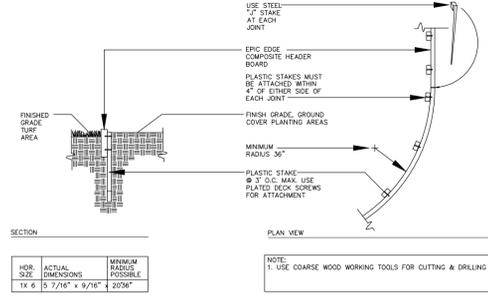
5. PARTIAL SCREENING WALL ELEV. SCALE: NTS



1. TREE STAKING NOT TO SCALE



2. SHRUB DETAIL NOT TO SCALE



3. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210 SCALE: NTS

4. SCREENING WALL SECTION SCALE: NTS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW FOR CONSTRUCTION AND IS NOT INTENDED FOR PURPOSES OF BIDDING OR PERMIT APPLICATIONS.
RON STEWART LANDSCAPE ARCHITECTURE
RON STEWART LANDSCAPE ARCHITECTURE
DATED 6/27/2016

Drawn By: RLS
Date: 05/20/2016
Scale: 1"=20'
Revisions:
05/20/2016

OWNER/DEVELOPER
FRED R. SUTTON REAL ESTATE SERVICES, LLC
1612 DANUE LANE
PLANO, TX 75075
Ph. 214-850-0132
Contact: FRED SUTTON

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC.
111 Hibbside Drive • Lewisville, TX 75057
P. 972.317.0276 • F. 972.436.9715

egg

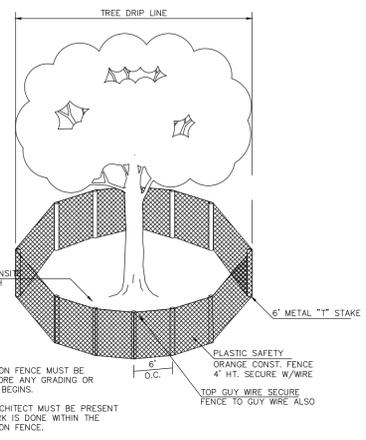
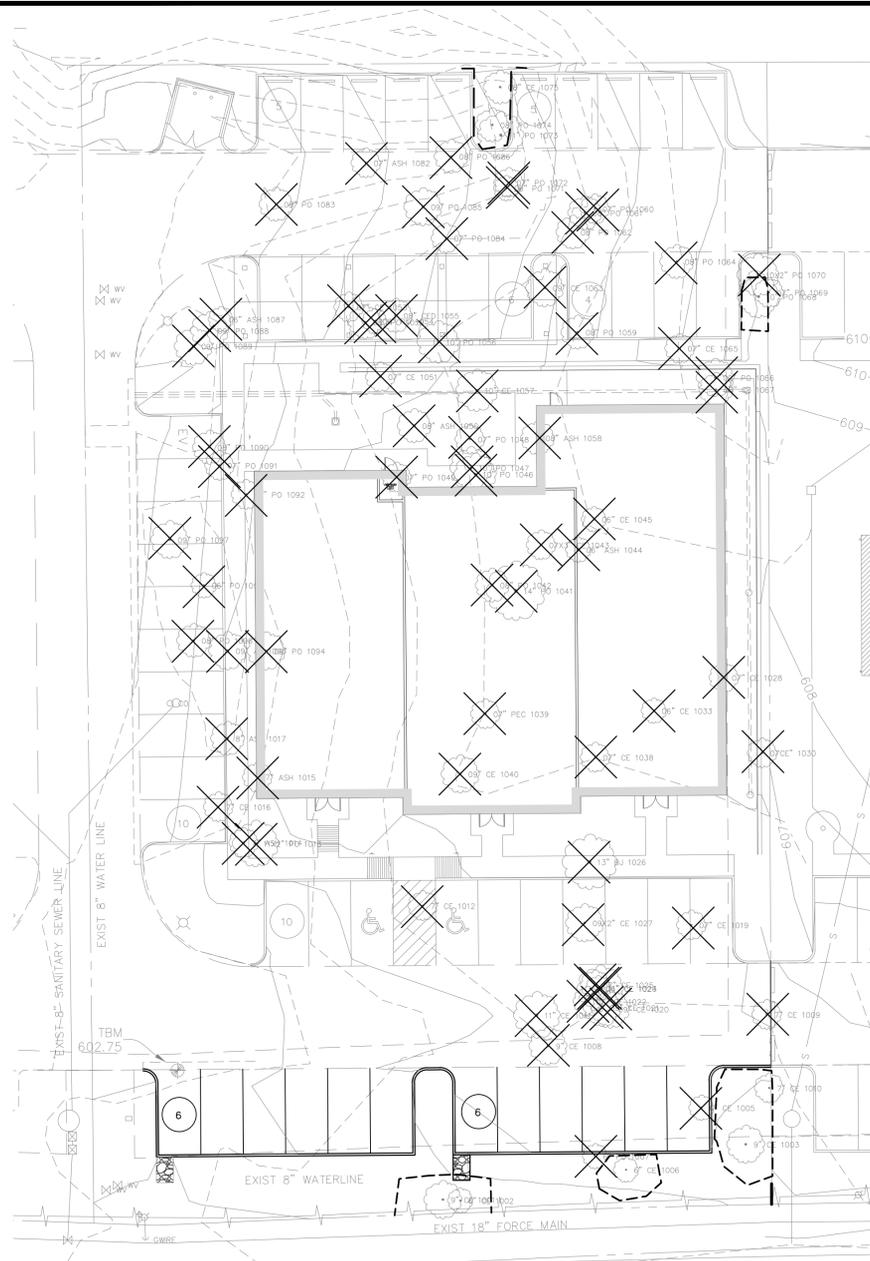
PARKRIDGE PASS
Lot 2, Block A
100 Acres
in the
CITY OF CORINTH
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

STATE OF TEXAS
791

05/20/2016

05/20/2016



LEGEND

- EXISTING TREE
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCE

* An application is required at the time of tree removal.
 *A letter requesting Alternative Compliance is required for "Fee in Lieu of Replacement Trees"

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

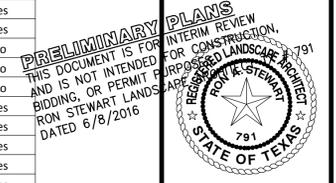
- A. QUALITY ASSURANCE
 - 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
 - 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
 - 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
 - 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE CONSTRUCTION TREE PRUNING
 - 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
 - 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
 - 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" "I" stakes and orange web fence material.
 - 2) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
 - 3) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 4) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 5) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 6) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 7) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.



SCALE: 1"=20'

TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMOVED
1001	9	CEDAR ELM	Ulmus crassifolia	Yes	No
1002	6	CEDAR ELM	Ulmus crassifolia	Yes	No
1003	9	CEDAR ELM	Ulmus crassifolia	Yes	No
1005	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1006	6	CEDAR ELM	Ulmus crassifolia	Yes	No
1007	6	POST OAK	Quercus stellata	Yes	Yes
1008	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1009	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1010	7	CEDAR ELM	Ulmus crassifolia	Yes	No
1011	11	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1012	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1013	15	POST OAK	Quercus stellata	Yes	Yes
1014	7	TEXAS ASH	Fraxinus texana	Yes	Yes
1015	7	TEXAS ASH	Fraxinus texana	Yes	Yes
1016	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1017	8	TEXAS ASH	Fraxinus texana	Yes	Yes
1019	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1020	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1021	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1022	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1023	11	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1024	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1025	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1026	13	BLACKJACK OAK	Quercus marilandica	Yes	Yes
1027	13	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1028	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1030	7	CEDAR ELM	Ulmus crassifolia	Yes	No
1033	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1038	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1039	7	PECAN	Carya illinoensis	Yes	Yes
1040	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1041	14	POST OAK	Quercus stellata	Yes	Yes
1042	8	POST OAK	Quercus stellata	Yes	Yes
1043	10	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1044	6	TEXAS ASH	Fraxinus texana	Yes	Yes
1045	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1046	10	POST OAK	Quercus stellata	Yes	Yes
1047	10	POST OAK	Quercus stellata	Yes	Yes
1048	7	POST OAK	Quercus stellata	Yes	Yes
1049	7	POST OAK	Quercus stellata	Yes	Yes
1050	8	TEXAS ASH	Fraxinus texana	Yes	Yes
1051	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1052	8	POST OAK	Quercus stellata	Yes	Yes
1053	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1054	6	POST OAK	Quercus stellata	Yes	Yes
1055	8	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1056	10	POST OAK	Quercus stellata	Yes	Yes
1057	10	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1058	8	TEXAS ASH	Fraxinus texana	Yes	Yes
1059	8	POST OAK	Quercus stellata	Yes	Yes
1060	7	POST OAK	Quercus stellata	Yes	Yes
1061	8	POST OAK	Quercus stellata	Yes	Yes
1062	8	POST OAK	Quercus stellata	Yes	Yes
1063	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1064	8	POST OAK	Quercus stellata	Yes	Yes
1065	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1066	9	POST OAK	Quercus stellata	Yes	Yes
1067	8	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1068	10	POST OAK	Quercus stellata	Yes	No
1069	7	POST OAK	Quercus stellata	Yes	No
1070	15	POST OAK	Quercus stellata	Yes	Yes
1071	6	POST OAK	Quercus stellata	Yes	Yes
1072	7	POST OAK	Quercus stellata	Yes	Yes
1073	11	POST OAK	Quercus stellata	Yes	No
1074	8	POST OAK	Quercus stellata	Yes	No
1075	8	CEDAR ELM	Ulmus crassifolia	Yes	No
1082	7	TEXAS ASH	Fraxinus texana	Yes	Yes
1083	8	POST OAK	Quercus stellata	Yes	Yes
1084	7	POST OAK	Quercus stellata	Yes	Yes
1085	9	POST OAK	Quercus stellata	Yes	Yes
1086	8	POST OAK	Quercus stellata	Yes	Yes
1087	6	TEXAS ASH	Fraxinus texana	Yes	Yes
1088	9	POST OAK	Quercus stellata	Yes	Yes
1089	9	POST OAK	Quercus stellata	Yes	Yes
1090	8	POST OAK	Quercus stellata	Yes	Yes
1091	7	POST OAK	Quercus stellata	Yes	Yes
1092	7	POST OAK	Quercus stellata	Yes	Yes
1093	6	POST OAK	Quercus stellata	Yes	Yes
1094	9	POST OAK	Quercus stellata	Yes	Yes
1095	9	AMERICAN ELM	Ulmus americana	Yes	Yes
1096	8	POST OAK	Quercus stellata	Yes	Yes
1097	9	POST OAK	Quercus stellata	Yes	Yes

58" TO BE REMOVED
 292" TO BE MITIGATED FOR
 PROVIDING (15) NEW TREES OR 90" OF REPLACEMENT TREES
 202" WORTH OF FEES TO BE PAID



Drawn By: [Blank]
 Date: 05/20/2016
 Scale: #####
 Revisions: [Blank]
 05/20/2016

OWNER/DEVELOPER
 FRED R. SUTTON REAL ESTATE SERVICES, LLC
 1512 DANUE LANE
 PLANO, TX 75075
 Ph: 214-850-0132
 Contact: FRED SUTTON

ENVIRONS GROUP
 LANDSCAPE ARCHITECTURE
 a division of G & A Consultants, LLC.
 111 Hibside Drive • Lewisville, TX 75057
 P: 972.317.0276 • F: 972.458.9715

PARKRIDGE PASS
 Lot 2, Block A
 Value
 100 Acres
 in the
 E. MARSH SURVEY ABSTRACT NO. 833
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

TREE SCHEDULE
 ROTATION
 AN

EXHIBIT “C”

LAND USE REGULATIONS

SECTION 1: PLANNED DEVELOPMENT DISTRICT REGULATIONS

A. Purpose

The Corinth Family Medicine and Pediatrics Center Planned Development is intended to provide for the development of a medical office for pediatric and family practice care with an on-site pharmacy.

B. Base Districts

The regulations of the “C-1” District, as amended from time to time, shall apply to the development of the property except as modified herein.

SECTION 2: DEVELOPMENT REGULATIONS

A. Permitted Uses and Use Regulations

The Permitted Uses in the Section 2.05.01 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial-1 (C-1) District, as amended from time to time, shall control the development of the property. No building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless permitted by the Commercial-1 (C-1) District regulations of the Unified Development Code.

B. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.01 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial-1 (C-1) District, as amended from time to time, shall apply to this District.

C. Development Standards for Lot 1, Block A, Parkridge Pass Addition

The Development Standards described in Section 2.05.01 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial-1 (C-1) District, as amended from time to time, shall apply to the District for Lot 1, Block A as follows:

1. UDC Section 2.07.07 **Accessory Buildings and Uses** shall apply.
2. UDC Section 2.09.01 **Landscape Regulations** shall apply except:
 - a. The front yard landscape edge may meander so long as the total square feet of landscape edge is equivalent to a landscaped edge 15 feet in width.
3. UDC Section 2.09.02 **Tree Preservation** shall apply except:
 - a. A Tree Coverage Analysis has been performed to show that the site is considered a “Heavily Treed Site” with tree canopy coverage of 50 percent or more of its total land area excluding the pond area.
 - b. 60” of protected trees are required to be mitigated.
4. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply except that covered parking as shown on the Site Plan, Exhibit “B”, is permitted.

5. UDC Section 2.09.04 **Building Façade Material Standards** shall apply except:
 - a. The exterior facades of a main building on the rear elevation shall be of the proposed split face materials as shown on the Site Plan attached as Sheet A.3.2 of Exhibit "B" with with CMU (Class 2 masonry materials).
6. UDC Section 2.09.05 **Residential Adjacency Standards** shall apply except:
 - a. No wall is required to be constructed abutting the residential property to the north.
7. UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply.
8. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply.
9. UDC Section 4.01 **Sign Regulations** shall apply.
10. UDC Section 4.02 **Fence and Screening Regulations** shall apply.

D. Development Standards for Lot 2, Block A, Parkridge Pass Addition

The Development Standards described in Section 2.05.01 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial-1 (C-1) District, as amended from time to time, shall apply to development within the District for Lot 2, Block A as follows:

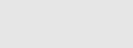
1. UDC Section 2.07.07 **Accessory Buildings and Uses** shall apply.
2. UDC Section 2.09.02 **Tree Preservation** shall apply.
3. UDC Section 2.09.01 **Landscape Regulations** shall apply except:
 - a. The front yard landscape edge may meander so long as the total square feet of the landscape edge is equivalent to a landscaped edge of 15' in width.
4. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply except:
 - a. That 10 covered parking spaces as shown on the Site Plan are permitted.
 - b. That those 10 parking spaces are permitted at 10' x 18'.
5. UDC Section 2.09.04 **Building Façade Material Standards** shall apply.
6. UDC Section 2.09.05 **Residential Adjacency Standards** shall apply except:
 - a. Eliminate 20' rear landscape buffer.
 - b. The north facing exterior façade standards of materials, detailing and features are not required.
 - c. The dumpster is allowed at the rear property line.
7. UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply except:
 - a. Metal and synthetic stone are allowed as shown on "Exhibit B" Site Plan Elevations
8. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply.
9. UDC Section 4.01 **Sign Regulations** shall apply.
10. UDC Section 4.02 **Fence and Screening Regulations** shall apply except:

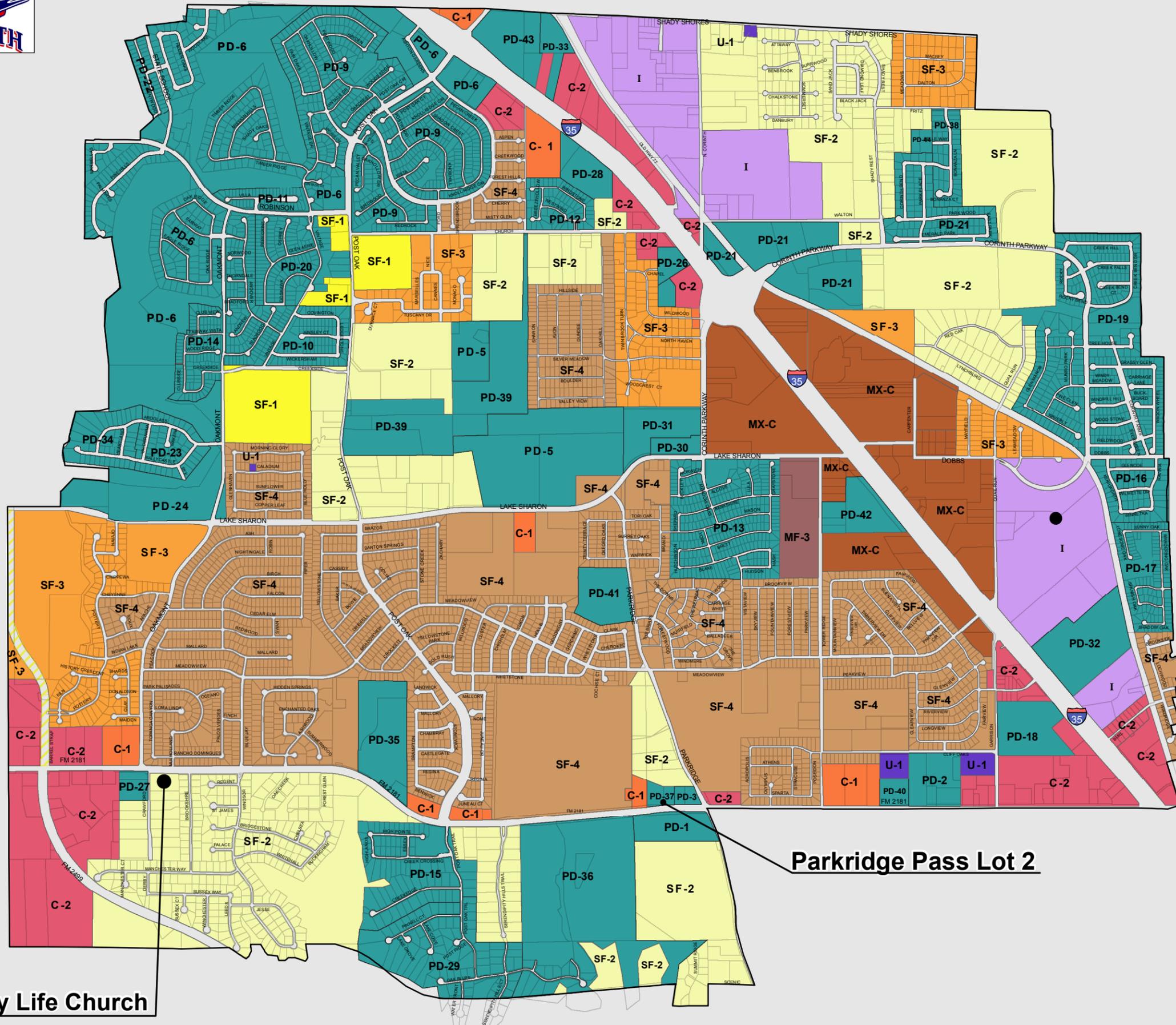


City of Corinth Agenda Item Locations

Legend

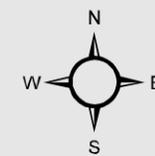
Zoning Districts

-  Future FM 2499
-  C-1 Commercial
-  C-2 Commercial
-  C-3 Commercial
-  I Industrial
-  MF-1 Multi-Family Residential
-  MF-2 Multi-Family Residential
-  MF-3 Multi-Family Residential
-  MHD Modular Home District
-  MX-C Mixed Use Commercial
-  PD Planned Development
-  SF-1 Single Family Residential
-  SF-2 Single Family Residential
-  SF-3 Single Family Residential
-  SF-4 Single Family Residential
-  U-1 Utility



Victory Life Church

Parkridge Pass Lot 2





Lake Dallas HS

Parkridge Pass Lot 2

FM 2181

PARKRIDGE DR

CLIFF OAKS DR

ATHENS DR

SPARTA DR

ACROPOLIS DR

PD Ordinance Lot 2 Development Standards	UDC Section Reference	2014 Parkridge Pass Ordinance Requirements	Proposed for Lot 2
D. 1.	UDC Section 2.0.07 Accessory Buildings	Shall Apply	Shall Apply
D. 2.	UDC Section 2.09.02 Tree Preservation	Shall Apply	Shall Apply
D. 3.	UDC Section 2.09.01 Landscape Regulations	Shall Apply: 20' rear yard buffer / residential adjacent	Eliminate rear landscape requirements
D. 4.	UDC Section 2.09.03 Vehicle Parking Regulations	Parking spaces 10' x 20'	10-parking spaces at the rear of the lot are 10' x 18'
D. 4.	UDC Section 2.09.03 Vehicle Parking Regulations	Covered parking is permitted	Covered parking is permitted
D. 5.	UDC Section 2.09.04 Building Façade Material Standards	Shall Apply: Class 1 Masonry	Synthetic stone is proposed – see technical data sheet
D. 5.	UDC Section 2.09.04 Building Façade Material Standards	Shall Apply: Class 1 Masonry	Alternative compliance to allow metal – see request
D. 6.	UDC Section 2.09.05 Residential	Shall Apply: Trash dumpsters/containers/etc	Trash dumpster is located within 2' of the rear

	Adjacency Standards	shall not be located within 50' of properties used for single family residences.	property line.
D. 6.	UDC Section 2.09.05 Residential Adjacency Standards	Shall Apply: All facades of a building shall be finished on all four sides with the same materials, detailing and features.	North elevation is 93.4% synthetic stone (see elevation sheet A0.01)
D. 7.	UDC Section 2.09.06 Nonresidential Standards	Shall Apply	Shall Apply
D. 8.	UDC Section 2.07.07 Lighting and Glare Regulations	Shall Apply	Shall Apply
D. 9.	UDC Section 4.01 Sign Regulations	Shall Apply	Shall Apply
D. 10.	UDC Section 4.02 Fence and Screening Regulations	Shall Apply	Shall Apply



VICINITY MAP NOT TO SCALE



A TRACT OF LAND DESCRIBED IN A DEED TO LAKE DALLAS INDEPENDENT SCHOOL DISTRICT CCF# 2001-41882 R.P.R.D.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO DWAINA A. ROWE & MARGARITA V. ROWE CCF# 2011-20320 R.P.R.D.C.T.

DETENTION POND EASEMENT BY SEPARATE INSTRUMENT

A PART OF A TRACT OF LAND DESCRIBED IN A DEED TO MARKWARD INVESTMENT HOLDINGS, LLC CCF# 2007-148477 R.P.R.D.C.T.

2.18 ACRE REMAINDER OF A TRACT OF LAND DESCRIBED IN A DEED TO PARKRIDGE PASS, LTD CCF# 2005-78827 R.P.R.D.C.T.

LINE TABLE with columns for LINE, BEARING, and DISTANCE. Contains 17 lines of survey data.

CURVE DATA table with columns for CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, and CHORD BEARING. Contains 10 rows of curve data.

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS COUNTY OF DENTON RANDAMM Properties, LLC., the undersigned, owner of the land shown on this plat within the area described by metes and bounds as follows: Being all that certain lot, tract or parcel of land situated in the E. Marsh Survey, Abstract Number 833, Denton County, Texas, being all of a tract of land described in a deed to RANDAMM Properties, LLC., as recorded in County Clerk's File Number 2013-144375, Real Property Records, Denton County, Texas, the subject tract being more particularly described as follows: BEGINNING at a TXDOT monument found for the Southwest corner of the herein described tract and the Southwest corner of said RANDAMM Properties tract in the North line of F.M. Road 2181 and the East line of a tract of land described in a deed to Markward Investment Holdings, LLC, as recorded in County Clerk File Number 2007-14877, Real Property Records, Denton County, Texas; THENCE North 00 degrees 28 minutes 56 seconds West with the East line thereof and the West line of said RANDAMM Properties tract, along or near a wire fence, at a distance of 308.09 feet passing a 5/8" iron rod found, continuing along said course, a total distance of 366.85 feet to a point in a pond for the Northwest corner of said RANDAMM Properties tract, the Northeast corner of said Markward tract and being in the South line of a tract of land described in a deed to Dwaine A. Rowe & Margarita V. Rowe, as recorded in County Clerk File Number 2011-20320, Real Property Records, Denton County, Texas; THENCE South 68 degrees 36 minutes 43 seconds East with the South line thereof, the North line of said RANDAMM Properties tract, a distance of 264.34 feet to an axle found for an angle point in said line; THENCE North 89 degrees 46 minutes 52 seconds East with the South line of said Rowe tract and the North line of said RANDAMM Properties tract, a distance of 165.92 feet to a capped iron rod set for the Northeast corner thereof; THENCE South 00 degrees 13 minutes 08 seconds East with the East line of said RANDAMM Properties tract, a distance of 288.17 feet to a capped iron rod set for the Southeast corner thereof in the North line of said Road and being in a curve to the left having a radius of 5794.58 feet and a chord bearing and distance of South 88 degrees 03 minutes 09 seconds West, 145.19 feet; THENCE Southwesterly with the arc of said curve, the North line of said Road and the South line of said RANDAMM Properties tract, an arc distance of 145.19 feet to a capped iron rod set for angle point in said line; THENCE North 87 degrees 59 minutes 53 seconds West with the North line of said Road and the South line of said RANDAMM Properties tract, a distance of 203.59 feet to a TXDOT monument found for an angle point in said line; THENCE South 85 degrees 16 minutes 16 seconds West with the North line of said Road and the South line of said RANDAMM Properties tract, a distance of 81.63 feet to the PLACE OF BEGINNING and enclosing 2.81 acres of land more or less.

and designated herein as the Parkridge Pass Addition, Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by free simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

Owner: A Date: 10-07-2014

STATE OF TEXAS COUNTY OF DENTON BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Adam Maxwell known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the owner of the above described premises, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of October, 2014.

Notary Public in and for the State of Texas Holly Pace My Commission Expires January 05, 2016

My Commission Expires: 1/5/16

- GENERAL NOTES: 1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED. 2. NOTE: THE CITY OF CORINTH HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 30 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS. 3. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF CORINTH, COMMUNITY NUMBER 481143 EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANELS 390 AND 395 G OF SAID MAP. 4. THE SUBJECT PROPERTY IS ZONED PD-37 PER THE CITY OF CORINTH'S ONLINE ZONING MAP. 5. THE PURPOSE OF THIS PLAT IS TO CREATE 2 PLATTED LOTS OF RECORD.

OWNER'S STATEMENT FOR FIRE LANE EASEMENT The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire lane in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement shall be kept free of obstructions in accordance with the City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire lane in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use. Owner (Printed Name) = Adam Maxwell Owner (Signature) = A Date = 10-07-14

CERTIFICATE OF FINAL PLAT APPROVAL Approved By: Kimberly Lee, Chairman, Planning and Zoning Commission, City of Corinth, Texas. Date: 10/27/2014. The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of Parkridge Pass Addition, an addition to the City of Corinth was submitted to the Planning and Zoning Commission on the 29th day of September, 2014 and the Commission, by formal action, then and there accepted the Final Plat and hereby authorizes the developer to proceed with the construction of public works improvements and infrastructure as indicated on the accompanying construction plans, and Commission further authorizes the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as hereinabove subscribed. Witness by hand this 10 day of November 2014.

CERTIFICATE OF COMPLETION AND AUTHORIZATION TO FILE Approved By: Bin Paul, Chairman, Planning and Zoning Commission, City of Corinth, Texas. Date: 10/27/2014. The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of the Parkridge Pass Addition to the City of Corinth was submitted to the Planning and Zoning Commission on the 29th day of September, 2014, and the Commission, by formal action, then and there accepted the final dedication of streets, thoroughfares, alleys, and parks to the public use forever and dedication of easements for trails, sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations as shown and set forth in and upon said plat, that the public works and infrastructure improvements have been completed in accordance with the construction plans, have been tested and have been accepted by the City, that the Final Plat is now acceptable for filing with Denton County and said Commission further authorized the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as herein above subscribed. Witness by hand this 10 day of November 2014.

CERTIFICATE OF SURVEYOR STATE OF TEXAS COUNTY OF DENTON I, the undersigned, a (Registered Professional Land Surveyor) in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground. PAUL JUSTIN WHITLOCK R.P.L.S. # 6243 Date: 10-15-2014. BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated. Given under my hand and seal of office this 15 day of October, 2014. NOTARY PUBLIC ANNE M. WATSON Notary Public STATE OF TEXAS My Comm. Exp. December 29, 2014

LIENHOLDER'S RATIFICATION OF PLAT DEDICATION STATE OF TEXAS COUNTY OF DENTON Whereas, Northstar Bank acting by and through the undersigned, its duly authorized agent, is the lienholder of the property described hereon, does hereby ratify all dedications and provisions of this plat as shown. Lienholder: Debora Wiley, SVP Date: 10-28-14. BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is senior vice president, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of October, 2014. Notary Public in and for the State of Texas Eileen Kolba My Commission Expires June 16, 2018

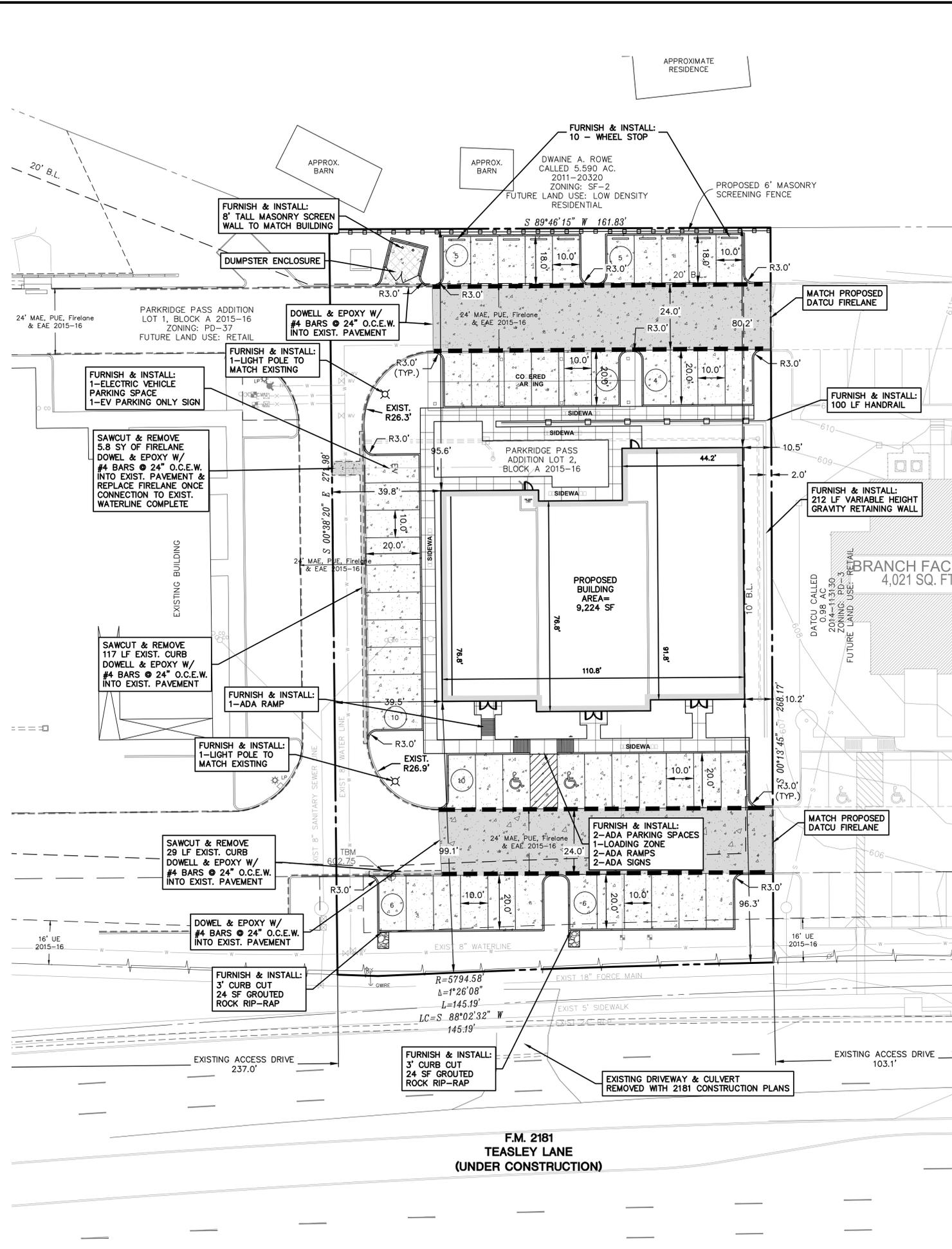
SURVEYOR: KAZ SURVEYING, INC. 1720 WESTMINSTER DRIVE DENTON, TEXAS 76205 PHONE: (940) 382-3446 ENGINEER: HOMEYER ENGINEERING, INC. 208 ELM STREET LEWISVILLE, TEXAS 75057 PHONE: (972) 908-9885 OWNER: RANDAMM PROPERTIES, LLC. 3901 FM 2181, STE. 300 CORINTH, TX 76210

KAZ SURVEYING 1720 WESTMINSTER DENTON, TX 76205 (940)382-3446 JOB NUMBER: 130554 - FP DRAWN BY: KR/TK CHECKED BY: D.B.R. DATE: 10-15-2014 R.P.L.S. PAUL JUSTIN WHITLOCK

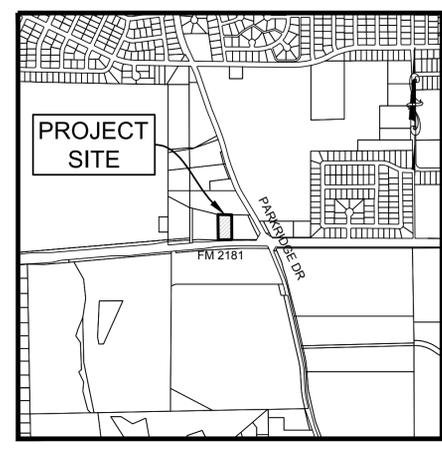
FINAL PLAT LOTS 1 & 2, BLOCK A PARKRIDGE PASS ADDITION BEING 2.81 ACRES OUT OF THE E. MARSH SURVEY, ABSTRACT NUMBER 833, CITY OF CORINTH, DENTON COUNTY, TEXAS

Filed for Record in the official records of Denton County On: Jan 15, 2015 at 08:51A In the Plat Records PARKRIDGE PASS ADDITION Doc Number: 2015- 16 No of Pages: 1 Amount: 50.00 Receipt Number - 1243032 By: Carren Robinson 147

Legend for symbols: BENCHMARK, BURIED WIRE/POLE BOX, CABLE TIE, ELECTRIC RISER, ELECTRIC TRANSFORMER, FREE POINT, 1/4" GAS METER, LIGHT POLE, POWER POLE, PROPOSED TANK, SEWER MANHOLE, TELEPHONE RISER, BURIED ELECTRIC BOX, BURIED CABLE BOX, PUBLIC UTILITY EASEMENT, WATER METER, WATER VALE, DRAINAGE EASEMENT, DRAINAGE UTILITY EASEMENT, FINISHED FLOOR, PUBLIC UTILITY EASEMENT, UTILITY EASEMENT, METAL FENCE CORNER POST, WOOD FENCE CORNER POST, BURIED FIBER OPTIC BOX, GAS PIPE, PLAT OR DEED CALL, CONTIGUOUS MONUMENT, IRON ROD FOUND, METAL FENCE CORNER POST, CAPPED IRON ROD SET, CAPPED IRON ROD FOUND, CHAIN LINK FENCE, CHAIN LINK OR VINYL FENCE, OVER-HEAD UTILITY, CONCRETE, WOOD, ROCK, BRICK



TBM: SET BOX ON EXISTING SOUTH EDGE OF PAVEMENT
 N: 7098265.002
 E: 2408504.901
 ELEV.: 602.747'



SITE DATA TABLE	EXISTING	PROPOSED
ZONING	PD-37	PD-37
LAND USE DESIGNATION	RETAIL	RETAIL
GROSS ACREAGE	1.00 ac (43,560 sf)	1.00 ac (43,560 sf)
NET ACREAGE	1.00 ac (43,560 sf)	1.00 ac (43,560 sf)
NUMBER OF LOTS	1	1
PERCENTAGE OF SITE COVERAGE	0.00%	32.31%
BUILDING	0%	27.54%
CARPORT	0%	4.77%
AREA OF OPEN SPACE	0.90 ac (39,204 sf)	0.22 ac (9,496.08 sf)
PERCENTAGE OF OPEN SPACE	90.00%	21.80%
PERCENTAGE OF LANDSCAPE	0.00%	1.32%
AREA OF IMPERVIOUS COVERAGE	0.10 ac (4,277 sf)	0.77 ac (33,491 sf)
PERCENTAGE OF IMPERVIOUS COVERAGE	10.00%	76.88%
BUILDING AREA	0 sf	9,224 sf
NUMBER OF SINGLE-STORY BUILDINGS	0	1
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	0	29.33 ft
FLOOR AREA	0 sf	9,224 sf
FLOOR AREA BY USE	0 sf	9,224 sf Retail
REQUIRED PARKING	0	47 (1:200 sf)
PROVIDED PARKING		
STANDARD	0	39
ADDITIONAL EMPLOYEE PARKING	0	10
ELECTRIC VEHICLE	0	1
HANDICAP	0	2
TOTAL	0	52
INVENTORY PARKING	0	0
REQUIRED LOADING SPACES	0	0
PROVIDED LOADING SPACES	0	0
AREA OF OUTSIDE STORAGE	0	0
PERCENTAGE OF OUTSIDE STORAGE	0	0
START CONSTRUCTION	n/a	n/a
END CONSTRUCTION	n/a	n/a

LEGEND

ABBREVIATIONS:

CRF	Capped Rebar Found	FG	Finished Grade
CRS	Capped Rebar Set	FF	Finished Floor
CP	Control Point	FP	Finished Pad
Mon.	Monument	FL	Flowline
BM	Benchmark	UE	Utility Easement
Ex TC	Existing Top of Curb	DE	Drainage Easement
Ex TP	Existing Top of Pavement	BL	Building Line
TC	Top of Curb	R.O.W.	Right-of-Way
G	Gutter	DR	Deed Records
PG	Proposed Grade	PR	Plot Records
TP	Grade at Top of Pavement	PAE	Pedestrian Access Easement
TA	Grade at Top of Asphalt	SB	Setback line
TW	Grade at Top of Wall	WLE	Waterline Easement
BW	Grade at Bottom of Wall	MAE	Mutual Access Easement
RW	Grade at Retaining Wall		
TG	Grade at Top of Gate		

LINES & SYMBOLS:

Existing:	Proposed:
---500---501---	Contours
=====	Masonry Wall
-----	Waterline
-----SS-----	Sanitary Sewer
-----SSSS-----	Storm Sewer
-----E-----	Overhead Power
-----G-----	Buried Power
-----	Gas Line
FW	Fire Hydrant
WV	Water Valve
WM	Water Meter
SSMH	Sanitary Sewer Manhole
GW	Guy Wire
LP	Light Pole
PP	Power Pole
T	Tree
B	Benchmark

PAVING SPECIFICATIONS: (REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS)

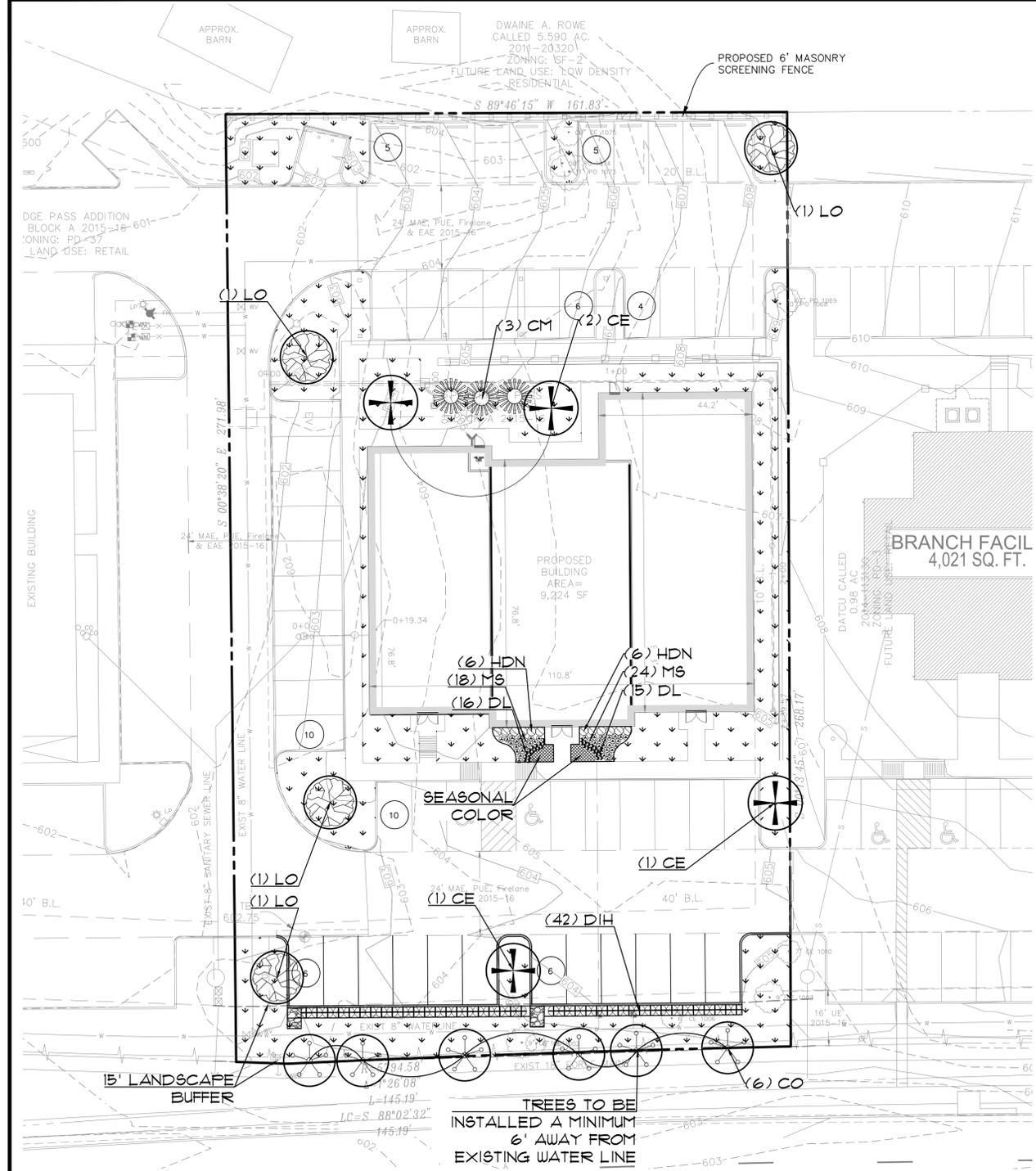
- SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (2,696 SF)
 SEE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
- PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY, (1,215 SY)
 SEE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
- FIRE LANE:**
 7" 3,600 PSI CONC. PAVEMENT W/ #4 BARS @ 18" O.C.E.W. ON STABILIZED SUBGRADE OR APPROVED EQUAL (645 SY)
 SEE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
- DUMPSTER:**
 8" 3,600 PSI CONC. PAVEMENT W/ #4 BARS @ 18" O.C.E.W. OR APPROVED EQUAL (30 SY)
 SEE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.



FIRE APPARATUS ACCESS ROAD SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 25' INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES.

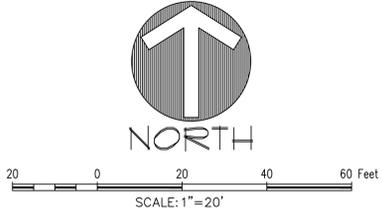
FIRELANE STRIPING DETAIL
 FURNISH & INSTALL 481 LF OF FIRELANE STRIPING AS SHOWN

File: J:\2016\148\148.dwg (AutoCAD) User: JLL Date: 05/20/2016 10:37 AM by JLL
 Printed: 05/20/2016 8:25 AM by JLL



LEGEND

- (LO) LIVE OAK
Quercus virginiana
- (CO) CHINKAPIN OAK
Quercus muhlenbergii
- (CE) CEDAR ELM
Ulmus crassifolia
- (DIH) DWARF INDIAN HAWTHORN
Raphiolepis indica
- (HDN) HARBOR DWARF NANDINA
Nandina domestica 'Nana'
- (MS) MEADOW SAGE
Salvia x sylvestris
- (DL) DAY LILLY
Hemerocallis 'Stella De Oro'
- SEASONAL COLOR
- BERMUDA SOG



LANDSCAPE REGULATIONS CORINTH, TX

LANDSCAPE BUFFERS

REQUIRED: (1-35) Landscape buffer width adjacent to collector street = 15'. Within the landscape buffer (1) shade tree (3" caliper minimum.) shall be planted per 30 feet of landscape edge. FM 2181 = 159 l.f. / 30 = 6 trees
159*15 = 2,385 s.f. of landscape buffer.
PROVIDED: 15' Landscape buffer and 6 trees 2,390 s.f. of landscape buffer.

REQUIRED: Where parking lots, drive and access easements abut the landscaped edge, minimum 5 gallon shrubs shall be planted to form a contiguous buffer along the common boundary.
PROVIDED: Minimum 5 gallon shrubs placed along all parking lots that abut the landscape edge.

INTERIOR PARKING LANDSCAPE

REQUIRED: There shall be ten (10) square feet of interior parking lot landscaping for each required parking space or a fraction thereof.
52 x 10 = 520 s.f. required landscaping.
There shall be one (1) shade tree (3" caliper minimum) and ornamental tree for every ten (10) parking spaces or a fraction thereof.
52 / 10 = 6 required trees.
PROVIDED: 9,729 s.f. of interior landscaping
6 (3" cal. trees)

PLANT LIST

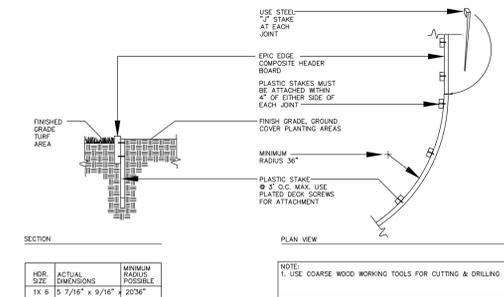
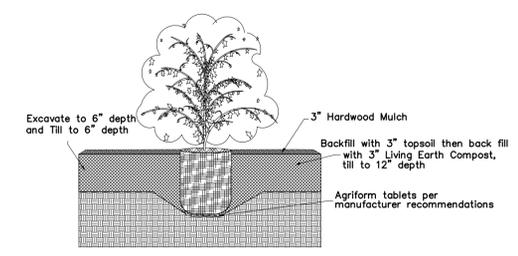
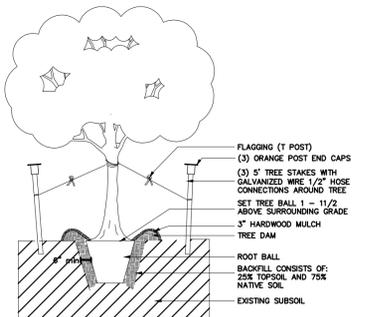
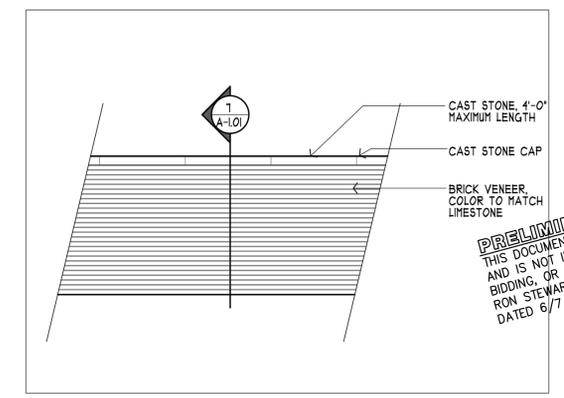
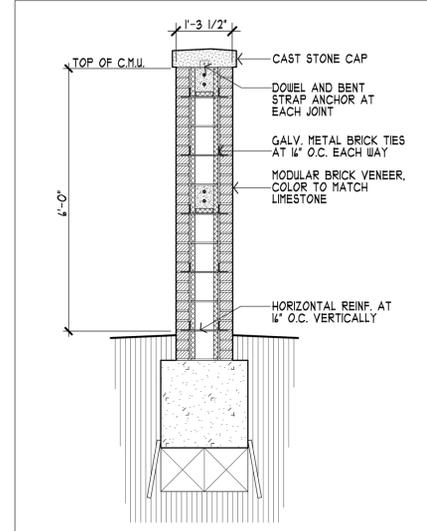
QUANT.	COMMON NAME
4	LIVE OAK
6	CHINKAPIN OAK
4	CEDAR ELM
3	CRAPE MYRTLE
42	DWARF INDIAN HAWTHORN
12	HARBOR DWARF NANDINA
42	MEADOW SAGE
31	DAYLILY

BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
<i>Quercus virginiana</i>	6" cal.	12'-15'	per plan	Single trunk
<i>Quercus muhlenbergii</i>	6" cal.	12'-15'	per plan	Single trunk
<i>Ulmus crassifolia</i>	6" cal.	12'-15'	per plan	Single trunk
<i>Lagerstromia indica</i>	30 gal.	7'-8'	per plan	Multi trunk
<i>Raphiolepis indica</i>	3 gal.	24"	24" o.c.	Full
<i>Nandina domestica 'Nana'</i>	3 gal.	18"-24"	24" o.c.	Full
<i>Salvia x sylvestris</i>	1 gal.	12'-18"	18" o.c.	Full
<i>Hemerocallis 'Stella De Oro'</i>	1 gal.	12'-18"	12" o.c.	Full

- #### LANDSCAPE NOTES:
- Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
 - Contractor is responsible for verifying location of all underground utilities prior to construction.
 - It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
 - All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
 - Landscape edging shall be located as noted on plan.
 - Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
 - Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
 - A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
 - All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
 - Landscape areas shall be kept free of trash, litter and weeds.
 - An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
 - Irrigation Controller to have a Rain and Freeze Stat.
 - All landscape is to be greater than 8 feet from all underground utilities.
 - All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.

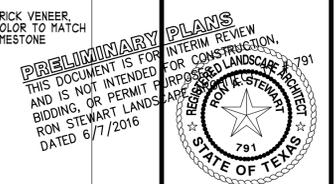
AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY

THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIALS



EPIC EDGE CHART
COLOR OPTIONS: MANDARIN REDWOOD, PACIFICA GREY, SEDONA SAND, AND CARMEL BROWN
MANUFACTURED BY: EPIC PLASTICS, 104 EAST TURNER RD., LEOO CA 95240
URL: ADDRESS: www.epicplastics.com

NOTE: 1. USE COARSE WOOD WORKING TOOLS FOR CUTTING & DRILLING

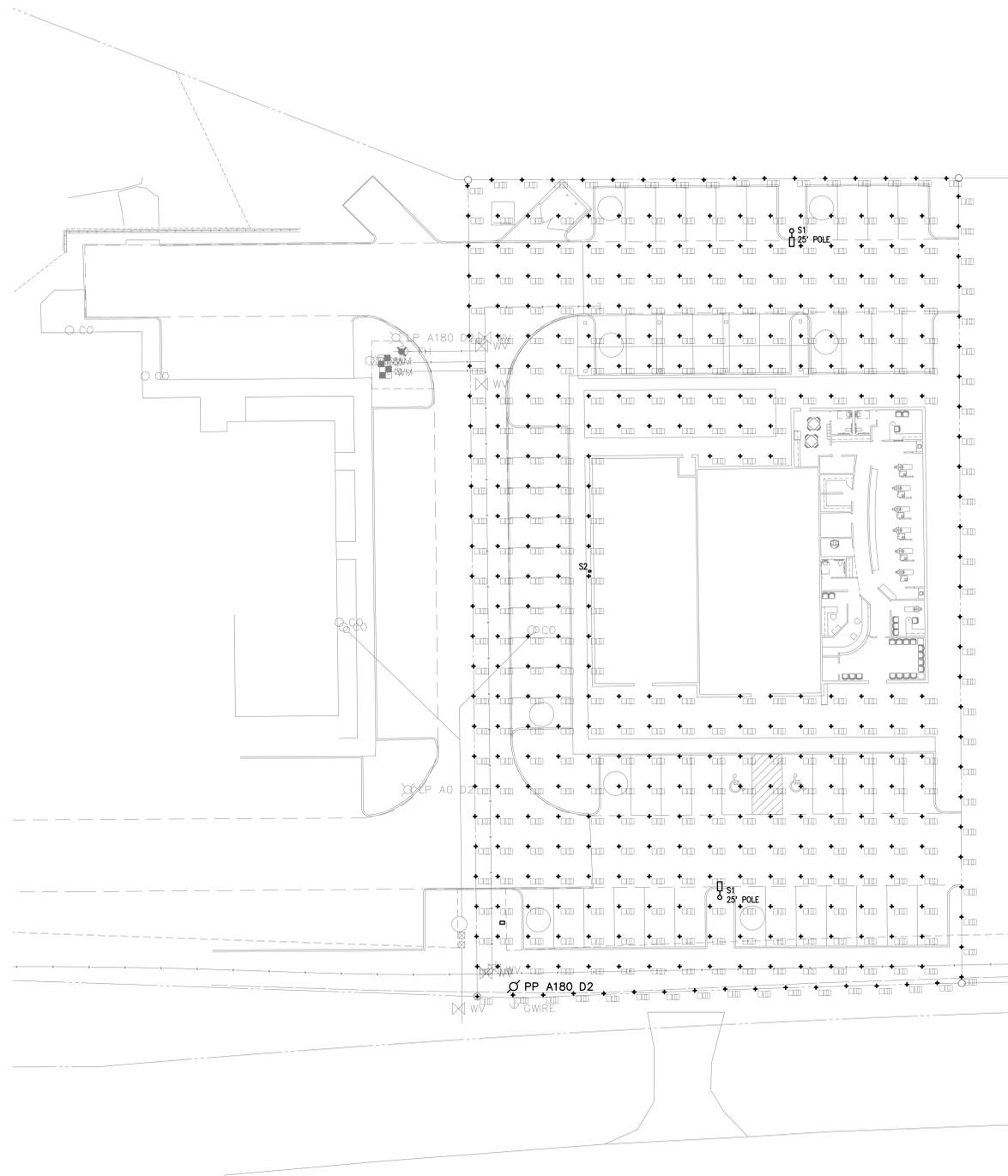


Drawn By: RLS
Date: 04/15/2016
Scale: 1"=20'
Revisions:

OWNER/DEVELOPER
FRED R. SUTTON REAL ESTATE SERVICES, LLC
1612 DANUE LANE
PLANO, TX 75075
Ph. 214-950-0182
Contact: FRED SUTTON

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC.
111 Hillside Drive • Lewisville, TX 75077
P. 972.317.0276 • F. 972.458.9715

PARKRIDGE PASS
Lot 2, Block A
100 Acres
in the
E. MARSH SURVEY, ABSTRACT NO. 833
CITY OF CORINTH
DENTON COUNTY, TEXAS



D-Series Size 1 LED Area Luminaire

Introduction
The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.
The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing 100 - 400W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Specifications
DSX1
 EPA: 1.01 ft/candela
 Length: 33"
 Width: 13"
 Height: 7'-1 1/2"
 Weight (max): 27 lbs

Ordering Information **EXAMPLE: DSX1 LED 60C 1000 40K T3M MVOLT SPA DDBXD**

Series	LED	Power (Watt)	Color Temperature	Classification	Mounting	Shipped Included
DSX1 LED	Forward optics	150 350W	30K 3000K	T15 Type 1 Short	T35 Type 1 Short	MVOLT
	ARC 40 LED (two spaced)	100 200W	40K 4000K	T25 Type 1 Short	T30M Type Medium	132" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA
	ARC 40 LED (two spaced)	1000 1000W	30K 3000K	T3M Type 1 Medium	T30M Type 1 Wide	208" SPA

Controls & Shields

Accessories

Notes

Shipped Installed

Other options

Shipped separately

Controls & Shields

Accessories

Notes

Shipped Installed

Other options

Shipped separately

Drilling

Top of Pole

Photometric Diagrams

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Electrical Load

Projected LED Lumen Maintenance

Drilling

Photometric Diagrams

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Electrical Load

Projected LED Lumen Maintenance

Symbol	Quantity	Description	Notes
□	1	DSX1 LED 60C 1000 40K T3M MVOLT SPA DDBXD	
○	1	DSX1 LED 60C 1000 40K T3M MVOLT SPA DDBXD	
○	1	DSX1 LED 60C 1000 40K T3M MVOLT SPA DDBXD	



Corinth Orthodontics
 Dr. Fernando Vignolo - Corinth Orthodontics
 Lot 2 Parkridge Pass - Teasley Lane
 Corinth, Tx 76210

OWNER
 BAYLOR CLINT HITO

ARCHITECT/ENGINEER
 ROSS McFARLAND
 108752
 LICENSED PROFESSIONAL ENGINEER

Sheet Information

Date: A

Job Number: 111111

Drawn: A.R.

Checked:

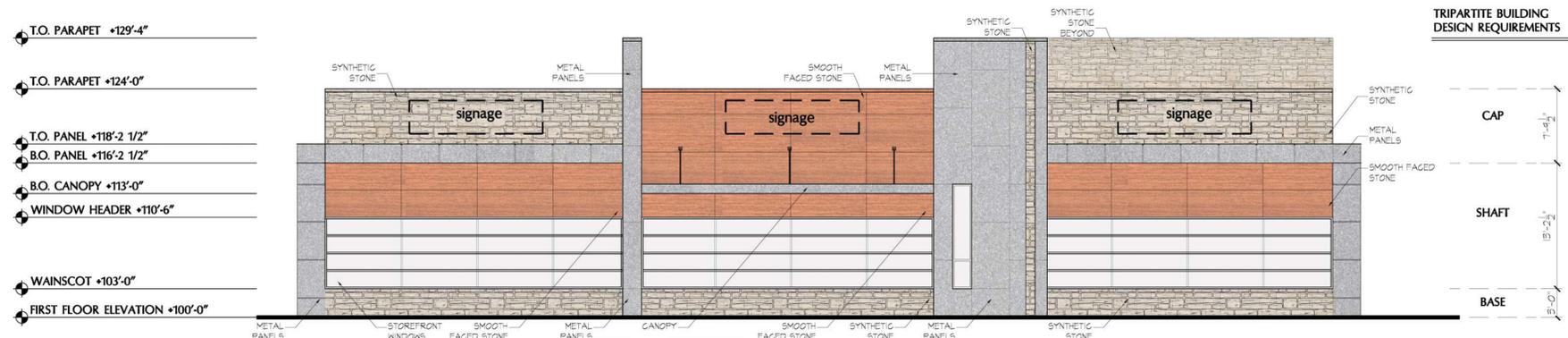
Title
 SITE PLAN - PHOTOMETRICS

Sheet No.
 SL10

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Ordinance No. 16-07-21-
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 2
 ELEVATIONS

GENERAL NOTES:
 1. ALL COLORS ARE SUBJECT TO CHANGE
 2. ALL MECHANICAL EQUIPMENT WILL BE LOCATED ON THE ROOF AND IT WILL BE CONCEALED FROM VIEW BY BUILDING PARAPET



SOUTH ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,897.75	
	NET AREA	2,182.89	
ST-01	SMOOTH FACED STONE	736.81	33.76%
ST-02	SYNTHETIC STONE	823.57	37.72%
ST-03	STONE WEINSCOT	0	0
MT-01	METAL PANELS	622.51	28.52%
	TOTAL		100%

EXTERIOR MATERIALS

ST-01 SMOOTH FACED STONE (ACCENT)
 MANUF: TBD
 COLOR: TAOS RUSTIC ORANGE

ST-02 SYNTHETIC STONE
 MANUF: TBD
 COLOR: BEIGE

ST-03 STONE WEINSCOT
 MANUF: TBD
 COLOR: BEIGE

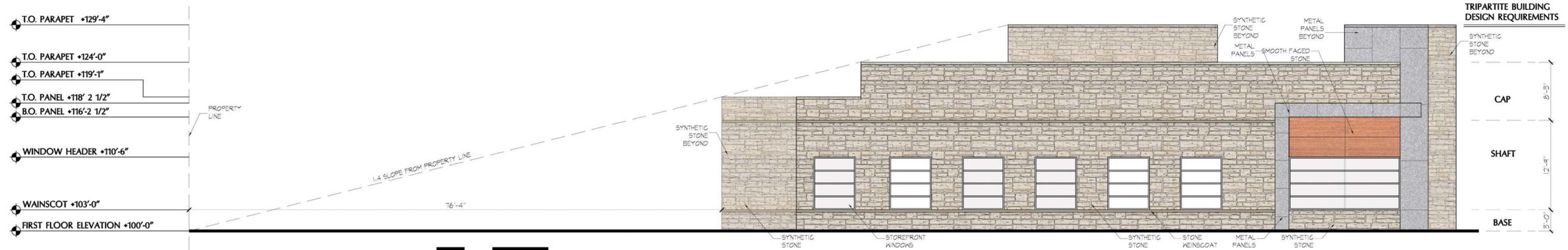
STOREFRONT WINDOWS
 1" DOUBLE LAMINATED INSULATED LOW E ANNEALED GLASS, PRESERVE FILM, ARGON FILLED

MT-01 INSULATED METAL PANELS
 MANUF: TBD
 COLOR: GREY

PNT-01 PAINT
 COLOR: DARK GREY

NOTE: ALL COLORS ARE SUBJECT TO CHANGE.

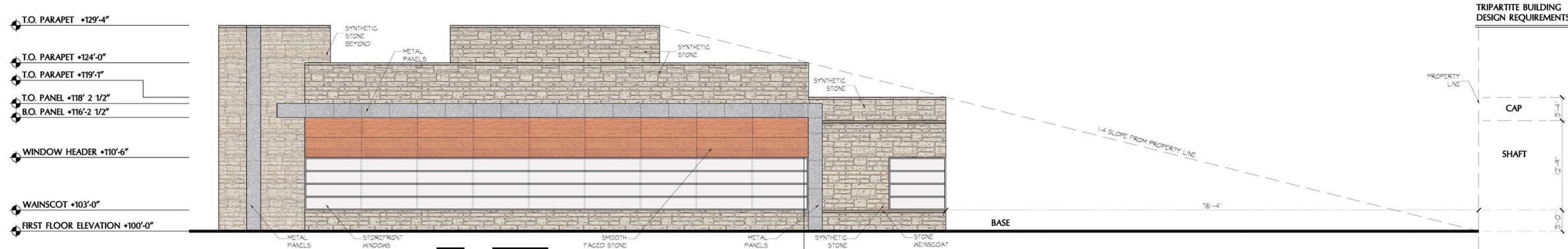
04 PLAN SOUTH ELEVATION
 SCALE 1/8"=1'-0"



WEST ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,671.41	
	NET AREA	2,281.9	
ST-01	SMOOTH FACED STONE	90.96	3.99%
ST-02	SYNTHETIC STONE	1,936.3	84.85%
ST-03	STONE WEINSCOT	26.41	1.16%
MT-01	METAL PANELS	2,282.3	10%
	TOTAL		100%

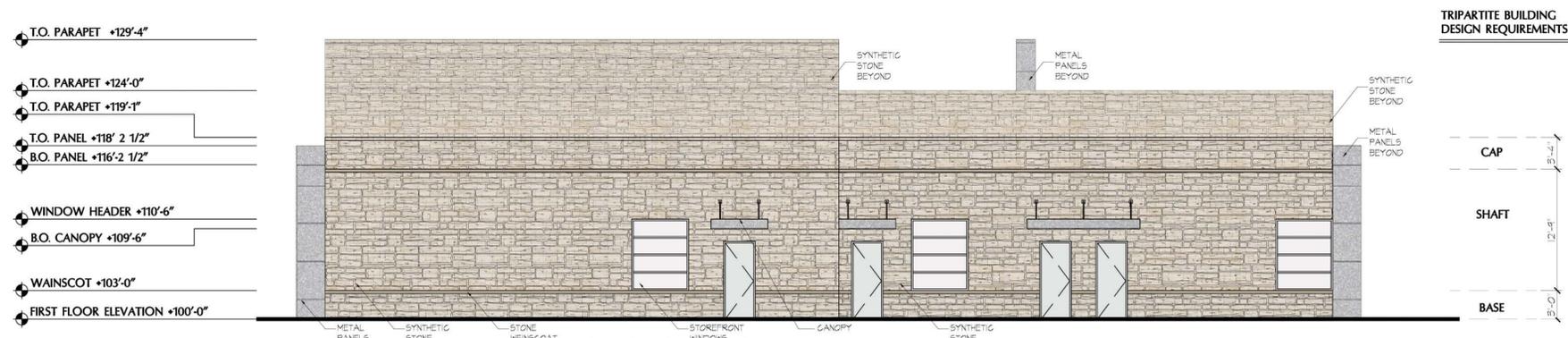
03 PLAN WEST ELEVATION
 SCALE 1/8"=1'-0"



EAST ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,648.62	
	NET AREA	2,046.41	
ST-01	SMOOTH FACED STONE	411.734	20.12%
ST-02	SYNTHETIC STONE	1,375.54	67.22%
ST-03	STONE WEINSCOT	118	5.8%
MT-01	METAL PANELS	247.34	12.09%
	TOTAL		100%

02 PLAN EAST ELEVATION
 SCALE 1/8"=1'-0"



NORTH ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,962.42	
	NET AREA	2,718.53	
ST-01	SMOOTH FACED STONE	0	0.00%
ST-02	SYNTHETIC STONE	2,539.24	93.40%
ST-03	STONE WEINSCOT	35.46	1.30%
MT-01	METAL PANELS	143.83	5.29%
	TOTAL		100%

01 PLAN NORTH ELEVATION
 SCALE 1/8"=1'-0"

Corinth Orthodontics
 Dr. Fernando Vignolo - Corinth Orthodontics
 Lot 2 Parkridge Pass - Teasley Lane
 Corinth, Texas 76210

Issues/Revisions

No.	Date	Description
#1	April 15, 2016	Architectural Elevations
#2	May 16, 2016	Revised Architectural Elevations
#3	May 17, 2016	Revised Architectural Elevations

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BBK
 ARCHITECTS

INTERIM REVIEW ONLY
 These documents are preliminary, and are not intended for regulatory approval, bidding, permits, or construction purposes.
 Architect: D. Graham Bryant
 Arch. Reg. No.: Texas # 15114
 Date: May 17, 2016

3200 Main Street
 Suite 13
 Dallas, Texas 75238
 214.741.5556
 214.741.5557 Fax

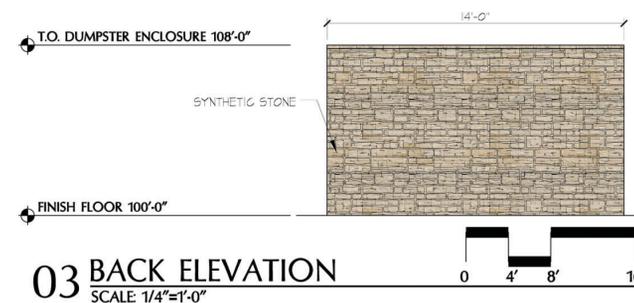
Project No. **2014-19**

Sheet Number:
A0.01

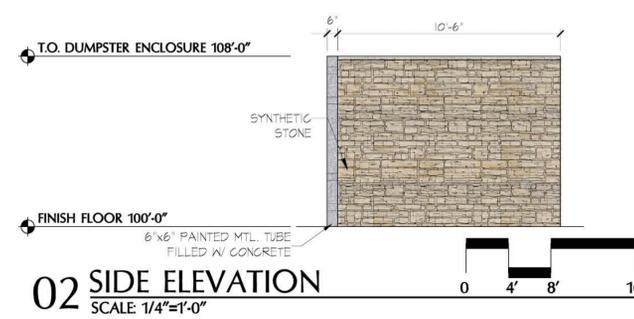
GENERAL NOTES:	
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ORDINANCE NO. 16-07-21 -
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 2
 DUMPSTER ENCLOSURE

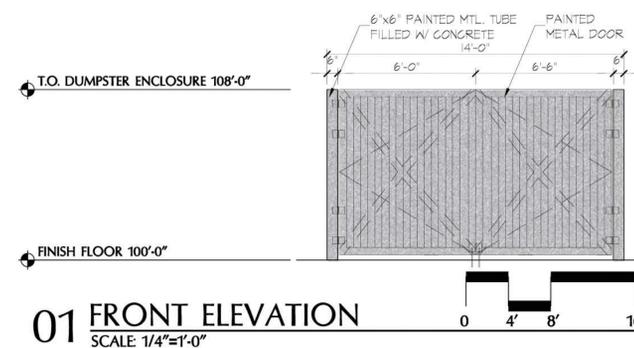
EXTERIOR MATERIALS	
ST-01	SMOOTH FACED STONE (ACCENT)
MANUF:	TBD
COLOR:	TAOS RUSTIC ORANGE
ST-02	SYNTHETIC STONE
MANUF:	TBD
COLOR:	BEIGE
ST-03	STONE WEINSCOT
MANUF:	TBD
COLOR:	BEIGE
STOREFRONT WINDOWS	
1" DOUBLE LAMINATED INSULATED LOW E ANNEALED GLASS, PRESERVE FILM, ARGON FILLED	
MT-01 INSULATED METAL PANELS	
MANUF:	TBD
COLOR:	GREY
PNT-01 PAINT	
COLOR:	DARK GREY
NOTE: ALL COLORS ARE SUBJECT TO CHANGE	



BACK ELEVATION DUMPSTER ENCLOSURE MATERIAL CALCULATION			
PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	112	
	NET AREA	112	
ST-02	SYNTHETIC STONE	112	100%
PNT-01	PAINT	0	0
	TOTAL		100%



SIDE ELEVATION DUMPSTER ENCLOSURE MATERIAL CALCULATION			
PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	88	
	NET AREA	88	
ST-02	SYNTHETIC STONE	84	95%
PNT-01	PAINT	4	5%
	TOTAL		100%



FRONT ELEVATION DUMPSTER ENCLOSURE MATERIAL CALCULATION			
PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	112	
	NET AREA	112	
ST-02	SYNTHETIC STONE	0	0%
PNT-01	PAINT	112	100%
	TOTAL		100%

Corinth Orthodontics
 Dr. Fernando Vignolo - Corinth Orthodontics
 Lot 2 Parkridge Pass - Teasley Lane
 Corinth, Texas 76210

Issues/Revisions	
No.	Date
#1	April 15, 2016
#2	May 16, 2016
#3	May 17, 2016

BBK
 ARCHITECTS

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3200 Main Street
 Suite 13
 Dallas, Texas 75238
 214.741.5556
 214.741.5557 Fax

Sheet Number: A0.02

Project No. 2014-19

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Parkridge Pass Lot 2 Site Plan

Submitted For: Fred Gibbs, Director

Submitted By: Barbara Cubbage, Planning & Development Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the Site Plan for Parkridge Pass Addition, Lot 2, Block A in the City of Corinth, Denton County, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

Approval Process

The Planning and Zoning Commission's recommendation will be presented to City Council. City Council will take final action.

Public Notification

Notification by sign placement, written notice or posting in the City's official newspaper is not required.

Agenda Item Description

An approved site plan is required prior to construction for all non-residential projects. The detailed site plan associated with Planned Development Ordinance follows the same requirements for a site plan associated with construction. To reiterate what was presented with the Planned Development presentation; the developer's engineer took advantage of the existing detention pond shared by several surrounding property owners and provided a drainage easement necessary for managing the calculated runoff proposed for both lots. With an approved final plat from 2014 and the current engineering plans approved for public infrastructure improvements; Dr. Vignolo is requesting approval of the site plan for construction.

The property owner for Lot 2, VF Properties, LLC represented by Dr. Vignolo, has proposed approximately 9,200 square feet of office/retail building space. The applicant has proposed changes to the existing planned development district's land use regulations in the Planned Development ordinance approved in 2014. Those changes are shown in the comparison chart included with this agenda item and the PD Amendment agenda item.

At this time the property owner of Lot 2 is ready to develop the property. As this site is considered heavily treed; the applicant is requesting Alternative Compliance to allow payment of a fee in lieu of replacement trees. As described in the UDC Section B 4 - the applicant has shown that this lot is a "heavily treed lot". Section 2.09.02 Tree Preservation K Approval of Alternative Compliance allows for the following:

1. replacement trees located on the subject property or on other property within the City Limits;
2. trees planted on City property, or;
3. money in lieu of replacement trees.

The applicant is requesting to pay money in lieu of replacing all the trees. If City Council proposes additional tree plantings on this site an updated landscape plan would be necessary with the PD site plan.

Zoning

This property is zoned Planned Development C-1, Commercial.

Comprehensive Plan Future Land Use Designation

The proposed office use is consistent with the Future Land Use Plan.

Financial Summary

Source of Funding: No funding is required.

RECOMMENDATION

Staff Recommendation

Staff does not support some of the requested changes and has the following recommendations:

- Staff recommends the applicant provide the 20' landscape buffer.
- Staff recommends to require all facades on all four sides of the building be finished with the same materials, detailing and features.
- Staff recommends that the applicant relocate the dumpster away from the rear property line.
- Approval of the requested Alternative Compliance to the tree mitigation for fees in lieu of replacement is at the discretion of the Council.

Planning and Zoning Recommendation

The Planning and Zoning Commission recommended unanimously (5-0) to approve the proposed amendments to the planned development land use regulations and site plan with the following exceptions:

- Provide the 20' rear yard landscape buffer.
- The north facing exterior facade must comply with the same materials, detailing and features.
- Allow the dumpster to remain in the 20' rear landscape buffer.

(Commissioners present: Brian Rush (Chairman), Bruce Hanson (Vice-Chair), Dwayne Zinn, Marc Powell, Breien Velde (Aternate). Absent: Haven Hendrik (Commissioner) Bill Morgan (Alternate).

Attachments

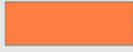
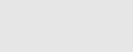
- Project Location
 - Lot 2 Location
 - Comparison Chart Land Use Regulations
 - Filed Final Plat
 - Site Plan Docs
 - Site Plan_Elevations
 - Site Plan_Dumpster Enclosure
 - Plan Associated with Alternative Compliance
-

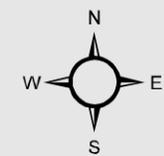
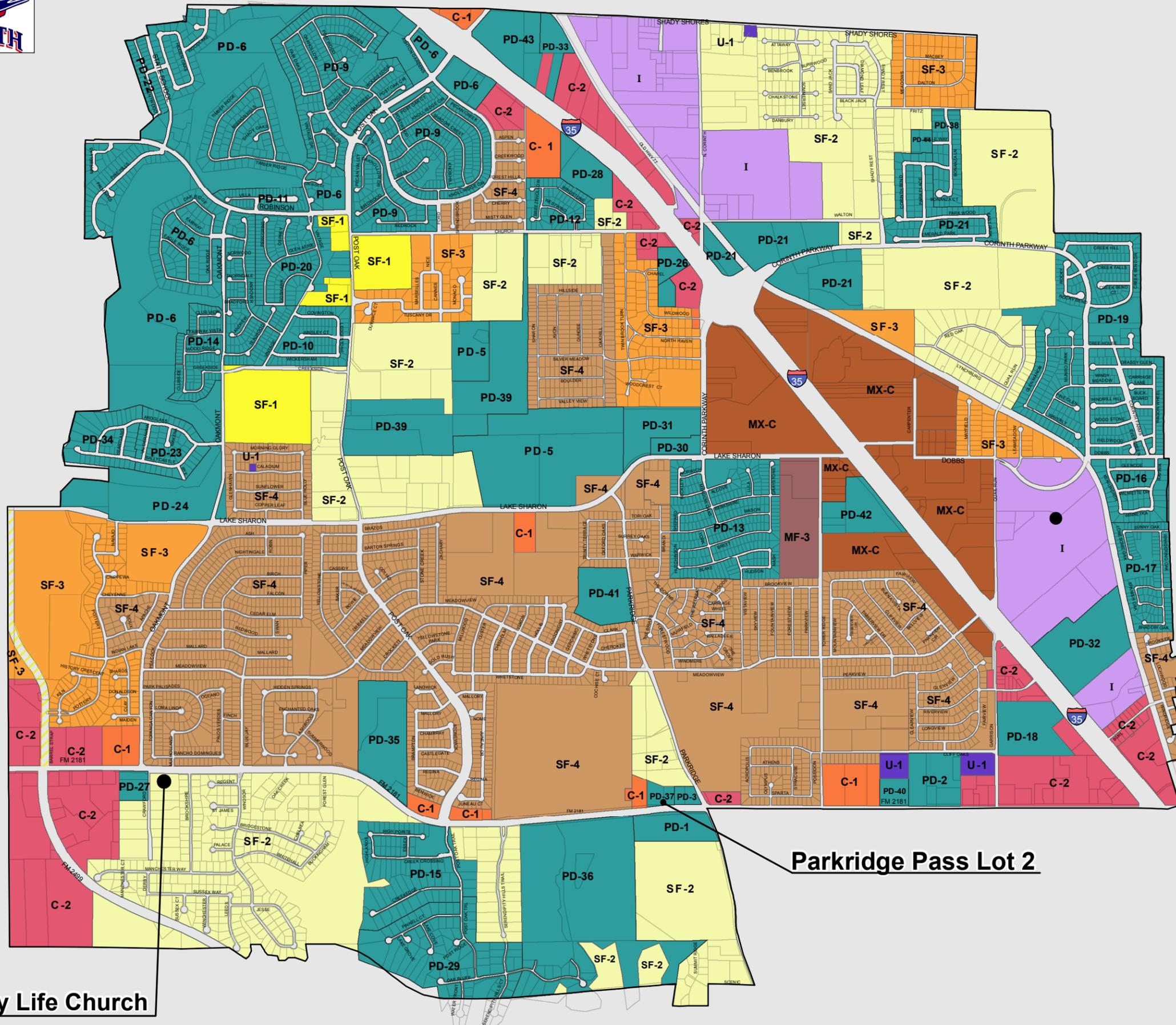


City of Corinth Agenda Item Locations

Legend

Zoning Districts

-  Future FM 2499
-  C-1 Commercial
-  C-2 Commercial
-  C-3 Commercial
-  I Industrial
-  MF-1 Multi-Family Residential
-  MF-2 Multi-Family Residential
-  MF-3 Multi-Family Residential
-  MHD Modular Home District
-  MX-C Mixed Use Commercial
-  PD Planned Development
-  SF-1 Single Family Residential
-  SF-2 Single Family Residential
-  SF-3 Single Family Residential
-  SF-4 Single Family Residential
-  U-1 Utility



Victory Life Church

Updated: 7/6/16



3012

3012

3018

3114

3001

3003

Parkridge Pass
Lot 2

Lake Dallas HS

PARKRIDGE DR

3016

FM 2181

CLIFF OAKS DR

ATHENS DR

ACROPOLIS DR

SPARTA DR

PD Ordinance Lot 2 Development Standards	UDC Section Reference	2014 Parkridge Pass Ordinance Requirements	Proposed for Lot 2
D. 1.	UDC Section 2.0.07 Accessory Buildings	Shall Apply	Shall Apply
D. 2.	UDC Section 2.09.02 Tree Preservation	Shall Apply	Shall Apply
D. 3.	UDC Section 2.09.01 Landscape Regulations	Shall Apply: 20' rear yard buffer / residential adjacent	Eliminate rear landscape requirements
D. 4.	UDC Section 2.09.03 Vehicle Parking Regulations	Parking spaces 10' x 20'	10-parking spaces at the rear of the lot are 10' x 18'
D. 4.	UDC Section 2.09.03 Vehicle Parking Regulations	Covered parking is permitted	Covered parking is permitted
D. 5.	UDC Section 2.09.04 Building Façade Material Standards	Shall Apply: Class 1 Masonry	Synthetic stone is proposed – see technical data sheet
D. 5.	UDC Section 2.09.04 Building Façade Material Standards	Shall Apply: Class 1 Masonry	Alternative compliance to allow metal – see request
D. 6.	UDC Section 2.09.05 Residential	Shall Apply: Trash dumpsters/containers/etc	Trash dumpster is located within 2' of the rear

	Adjacency Standards	shall not be located within 50' of properties used for single family residences.	property line.
D. 6.	UDC Section 2.09.05 Residential Adjacency Standards	Shall Apply: All facades of a building shall be finished on all four sides with the same materials, detailing and features.	North elevation is 93.4% synthetic stone (see elevation sheet A0.01)
D. 7.	UDC Section 2.09.06 Nonresidential Standards	Shall Apply	Shall Apply
D. 8.	UDC Section 2.07.07 Lighting and Glare Regulations	Shall Apply	Shall Apply
D. 9.	UDC Section 4.01 Sign Regulations	Shall Apply	Shall Apply
D. 10.	UDC Section 4.02 Fence and Screening Regulations	Shall Apply	Shall Apply



VICINITY MAP
NOT TO SCALE



A TRACT OF LAND DESCRIBED IN A DEED TO LAKE DALLAS INDEPENDENT SCHOOL DISTRICT CCF# 2001-41882 R.P.R.D.C.T.

A TRACT OF LAND DESCRIBED IN A DEED TO DWAINA A. ROWE & MARGARITA V. ROWE CCF# 2011-20320 R.P.R.D.C.T.

DETENTION POND EASEMENT BY SEPARATE INSTRUMENT

A PART OF A TRACT OF LAND DESCRIBED IN A DEED TO MARKWARD INVESTMENT HOLDINGS, LLC CCF# 2007-148477 R.P.R.D.C.T.

2.18 ACRE REMAINDER OF A TRACT OF LAND DESCRIBED IN A DEED TO PARKRIDGE PASS, LTD CCF# 2005-78827 R.P.R.D.C.T.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°28'56" W	193.49
L2	N 89°21'18" E	12.56
L3	S 00°37'15" E	110.99
L4	N 89°35'33" E	172.98
L5	N 00°37'00" W	115.14
L6	S 89°35'33" W	20.46
L7	N 00°37'00" W	18.00
L8	N 89°35'33" E	13.79
L9	S 89°35'33" W	88.83
L10	N 00°24'27" W	24.00
L11	N 89°35'33" E	288.33
L12	S 89°35'33" W	123.42
L13	S 00°38'04" E	115.13
L14	N 89°35'33" E	122.41
L15	S 89°35'33" W	165.54
L16	S 89°33'16" W	125.00
L17	S 89°38'59" W	80.51
L18	S 00°32'03" E	5.59
L19	S 85°16'16" W	12.14
L20	S 00°37'43" E	20.75
L21	S 00°37'43" E	19.66
L22	N 87°59'53" W	182.73
L23	S 85°16'16" W	29.05
L24	N 05°45'31" W	12.93
L25	S 85°16'16" W	61.83
L26	S 68°38'43" E	165.32
L27	S 25°05'13" E	57.44
L28	S 89°35'33" W	60.52
L29	S 00°24'27" E	7.30
L30	S 51°58'43" W	48.53
L31	N 28°08'14" W	97.16
L32	S 53°34'59" W	18.33
L33	S 35°33'51" W	31.24
L34	N 00°28'56" W	100.56

M.A.E., P.U.E., FIRELANE & EMERGENCY ACCESS EASEMENT PER SEPARATE INSTRUMENT

TXDOT MON. FND

F.M. 2181 VARIABLE WIDTH R.O.W. 25' ASPHALT SURFACE

CURVE DATA
L = 145.19'
R = 5794.58'
CHB = S 88°03'09" W
CHD = 145.19'

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

I RANDAMM Properties, LLC., the undersigned, owner of the land shown on this plat within the area described by metes and bounds as follows:

Being all that certain lot, tract or parcel of land situated in the E. Marsh Survey, Abstract Number 833, Denton County, Texas, being all of a tract of land described in a deed to RANDAMM Properties, LLC., as recorded in County Clerk's File Number 2013-144375, Real Property Records, Denton County, Texas, the subject tract being more particularly described as follows:

BEGINNING at a TXDOT monument found for the Southwest corner of the herein described tract and the Southwest corner of said RANDAMM Properties tract in the North line of F.M. Road 2181 and the East line of a tract of land described in a deed to Markward Investment Holdings, LLC, as recorded in County Clerk File Number 2007-14877, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 28 minutes 56 seconds West with the East line thereof and the West line of said RANDAMM Properties tract, along or near a wire fence, at a distance of 308.09 feet passing a 5/8" iron rod found, continuing along said course, a total distance of 366.85 feet to a point in a pond for the Northwest corner of said RANDAMM Properties tract, the Northeast corner of said Markward tract and being in the South line of a tract of land described in a deed to Dwaine A. Rowe & Margarita V. Rowe, as recorded in County Clerk File Number 2011-20320, Real Property Records, Denton County, Texas;

THENCE South 68 degrees 36 minutes 43 seconds East with the South line thereof, the North line of said RANDAMM Properties tract, a distance of 264.34 feet to an axle found for an angle point in said line;

THENCE North 89 degrees 46 minutes 52 seconds East with the South line of said Rowe tract and the North line of said RANDAMM Properties tract, a distance of 165.92 feet to a capped iron rod set for the Northeast corner thereof;

THENCE South 00 degrees 13 minutes 08 seconds East with the East line of said RANDAMM Properties tract, a distance of 288.17 feet to a capped iron rod set for the Southeast corner thereof in the North line of said Road and being in a curve to the left having a radius of 5794.58 feet and a chord bearing and distance of South 88 degrees 03 minutes 09 seconds West, 145.19 feet;

THENCE Southwesterly with the arc of said curve, the North line of said Road and the South line of said RANDAMM Properties tract, an arc distance of 145.19 feet to a capped iron rod set for angle point in said line;

THENCE North 87 degrees 59 minutes 53 seconds West with the North line of said Road and the South line of said RANDAMM Properties tract, a distance of 203.59 feet to a TXDOT monument found for an angle point in said line;

THENCE South 85 degrees 16 minutes 16 seconds West with the North line of said Road and the South line of said RANDAMM Properties tract, a distance of 61.63 feet to the PLACE OF BEGINNING and enclosing 2.81 acres of land more or less.

and designated herein as the Parkridge Pass Addition, Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

Owner: A
Date: 10-07-2014

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Adam Maxwell known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is OWNER, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10 day of October, 2014.

Shelly Pace
Notary Public in and for the State of Texas



My Commission Expires: 1/5/16

GENERAL NOTES:

- ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
- NOTE: THE CITY OF CORINTH HAS ADOPTED THE NATIONAL ELECTRICAL SAFETY CODE (THE "CODE"). THE CODE GENERALLY PROHIBITS STRUCTURES WITHIN 17.5 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD DISTRIBUTION LINES AND WITHIN 30 FEET ON EITHER SIDE OF THE CENTERLINE OF OVERHEAD TRANSMISSION LINES. IN SOME INSTANCES THE CODE REQUIRES GREATER CLEARANCES. BUILDING PERMITS WILL NOT BE ISSUED FOR STRUCTURES WITHIN THESE CLEARANCE AREAS. CONTACT THE BUILDING OFFICIAL WITH SPECIFIC QUESTIONS.
- FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF CORINTH, COMMUNITY NUMBER 481143 EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANELS 390 AND 395 G OF SAID MAP.
- THE SUBJECT PROPERTY IS ZONED PD-37 PER THE CITY OF CORINTH'S ONLINE ZONING MAP.
- THE PURPOSE OF THIS PLAT IS TO CREATE 2 PLATTED LOTS OF RECORD.

OWNER'S STATEMENT FOR FIRE LANE EASEMENT

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a fire lane in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement shall be kept free of obstructions in accordance with the City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire lane in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

Owner (Printed Name) = Adam Maxwell
Owner (Signature) = A
Date = 10-07-14

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	26.00'	40.74'	36.70'	N 45°30'53" W
C2	26.00'	40.94'	36.84'	S 44°29'17" W
C3	26.00'	40.75'	36.70'	S 45°30'43" E
C4	26.00'	40.95'	36.85'	N 44°28'28" E
C5	26.00'	40.73'	36.69'	N 45°31'34" W
C6	26.00'	40.87'	36.79'	N 44°30'11" E
C7	5810.58'	150.25'	150.25'	N 88°01'53" E
C8	26.00'	8.18'	8.15'	N 80°31'35" E
C9	26.00'	17.70'	17.36'	S 23°12'49" E
C10	26.00'	1.41'	1.41'	S 02°09'56" E

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, the undersigned, a (Registered Professional Land Surveyor) in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.



Paul Justin Whitlock
PAUL JUSTIN WHITLOCK R.P.L.S. # 6243
Date: 10-15-2014

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 15 day of 10, 2014.

NOTARY PUBLIC
Anne M. Watson
Denton County, Texas



LIENHOLDER'S RATIFICATION OF PLAT DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

Whereas Northstar Bank acting by and through the undersigned, its duly authorized agent, is the lienholder of the property described hereon, does hereby ratify all dedications and provisions of this plat as shown.

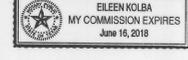
Lienholder: Northstar Bank, SVP
Date: 10-28-14

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is Senior Vice President, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of Oct, 2014.

Eileen Kolba
Notary Public in and for the State of Texas



My Commission Expires: June 16, 2018

CERTIFICATE OF COMPLETION AND AUTHORIZATION TO FILE

Approved
Bin Paul
Chairman, Planning and Zoning Commission
City of Corinth, Texas
Date: 10/27/2014

The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of the Parkridge Pass Addition to the City of Corinth was submitted to the Planning and Zoning Commission on the 29th day of September, 2014, and the Commission, by formal action, then and there accepted the fee simple dedication of streets, thoroughfares, alleys, and parks to the public use forever and dedication of easements for trails, sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations as shown and set forth in and upon said plat, that the public works and infrastructure improvements have been completed in accordance with the construction plans, have been tested and have been accepted by the City, that the Final Plat is now acceptable for filing with Denton County and said Commission further authorized the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as herein above subscribed.

Witness by hand this 10 day of November, 2014

Kimberly Lee
City Secretary
City of Corinth, Texas



CERTIFICATE OF FINAL PLAT APPROVAL

Approved
Bin Paul
Chairman, Planning and Zoning Commission
City of Corinth, Texas
Date: 10/27/2014

The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of Parkridge Pass Addition, an addition to the City of Corinth was submitted to the Planning and Zoning Commission on the 29th day of September, 2014 and the Commission, by formal action, then and there accepted the Final Plat and hereby authorizes the developer to proceed with the construction of public works improvements and infrastructure as indicated on the accompanying construction plans, and Commission further authorizes the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness by hand this 10 day of November, 2014

Kimberly Lee
City Secretary
City of Corinth, Texas



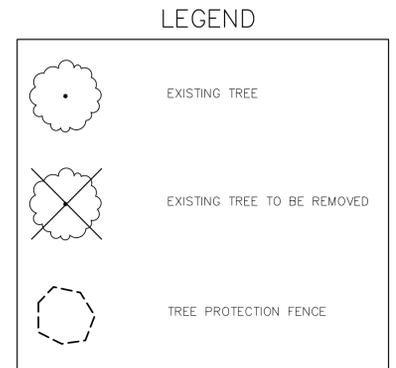
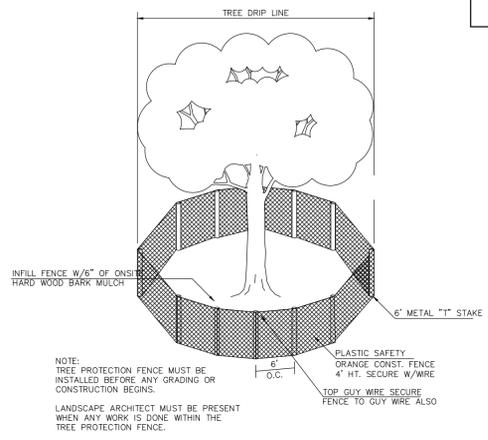
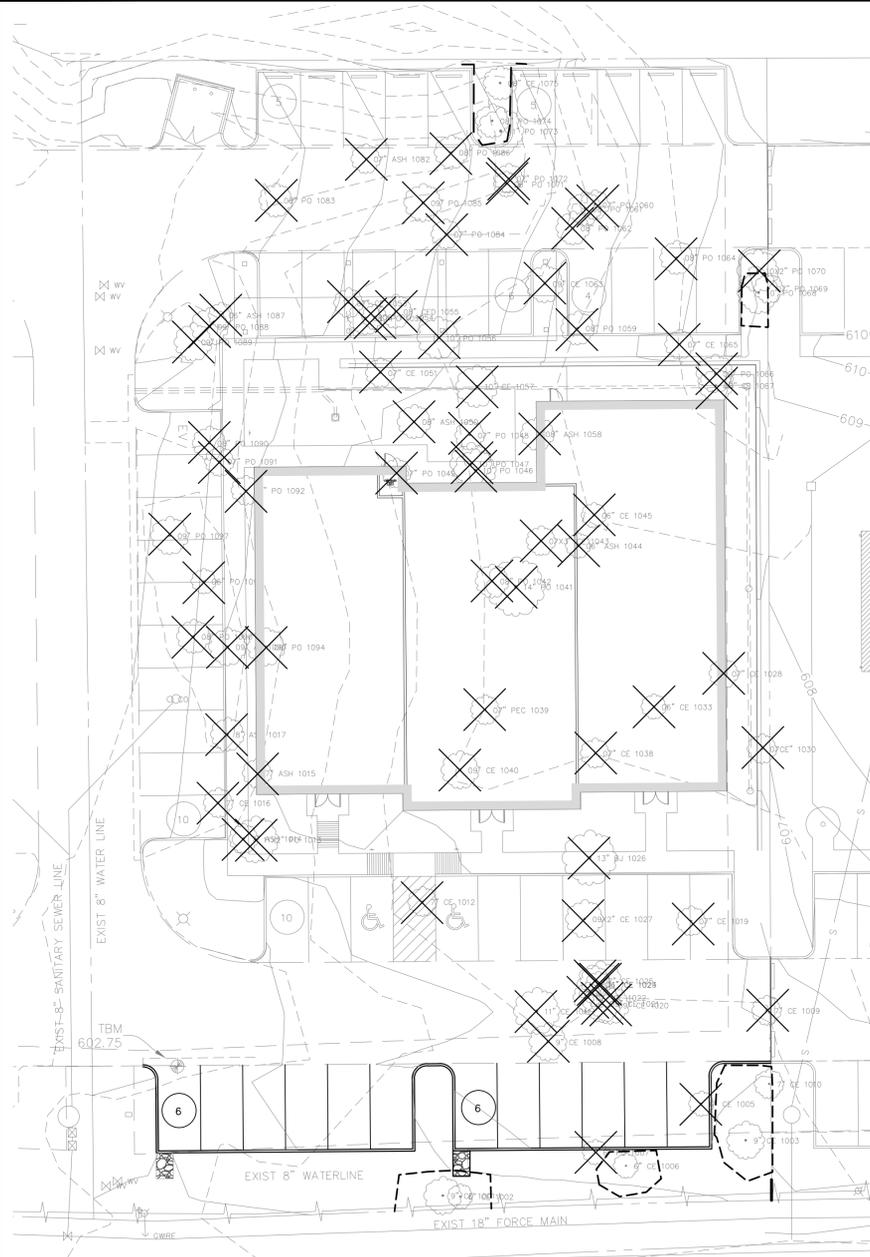
KAZ SURVEYING
1720 WESTMINSTER DENTON, TX 76205 (940)382-3446
JOB NUMBER: 130554 - FP
DRAWN BY: KR/TK
CHECKED BY: D.B.R.
DATE: 10-15-2014
R.P.L.S. PAUL JUSTIN WHITLOCK

FINAL PLAT
LOTS 1 & 2, BLOCK A
PARKRIDGE PASS ADDITION
BEING 2.81 ACRES OUT OF THE E. MARSH SURVEY, ABSTRACT NUMBER 833, CITY OF CORINTH, DENTON COUNTY, TEXAS

Filed for Record in the official records of Denton County
On: Jan 15, 2015 at 08:51A
In the Plat Records
PARKRIDGE PASS ADDITION
Doc Number: 2015-16
No of Pages: 1
Amount: 50.00
Receipt Number - 1243032
By: Carren Robinson

SURVEYOR: KAZ SURVEYING, INC. 1720 WESTMINSTER DRIVE DENTON, TEXAS 76205 PHONE: (940) 382-3446
ENGINEER: HOMEYER ENGINEERING, INC. 208 ELM STREET LEWISVILLE, TEXAS 75057 PHONE: (972) 908-9885
OWNER: RANDAMM PROPERTIES, LLC. 3901 FM 2181, STE. 300 CORINTH, TX 76210

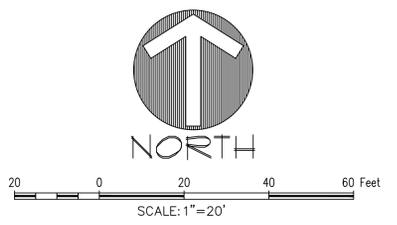
ORDINANCE NO. 16-07-21-___
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 2



* An application is required at the time of tree removal.
 *A letter requesting Alternative Compliance is required for "Fee in Lieu of Replacement Trees"

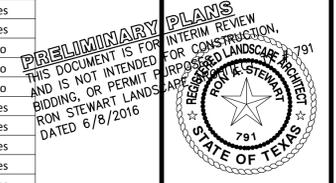
TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
 - 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
 - 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
 - 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
 - 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE CONSTRUCTION TREE PRUNING
 - 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
 - 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
 - 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" "T" stakes and orange web fence material.
 - 3) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
 - 4) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 5) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airaug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 6) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 7) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 8) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.



TREE #	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	REMOVED
1001	9	CEDAR ELM	Ulmus crassifolia	Yes	No
1002	6	CEDAR ELM	Ulmus crassifolia	Yes	No
1003	9	CEDAR ELM	Ulmus crassifolia	Yes	No
1005	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1006	6	CEDAR ELM	Ulmus crassifolia	Yes	No
1007	6	POST OAK	Quercus stellata	Yes	Yes
1008	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1009	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1010	7	CEDAR ELM	Ulmus crassifolia	Yes	No
1011	11	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1012	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1013	15	POST OAK	Quercus stellata	Yes	Yes
1014	7	TEXAS ASH	Fraxinus texana	Yes	Yes
1015	7	TEXAS ASH	Fraxinus texana	Yes	Yes
1016	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1017	8	TEXAS ASH	Fraxinus texana	Yes	Yes
1019	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1020	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1021	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1022	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1023	11	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1024	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1025	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1026	13	BLACKJACK OAK	Quercus marilandica	Yes	Yes
1027	13	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1028	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1030	7	CEDAR ELM	Ulmus crassifolia	Yes	No
1033	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1038	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1039	7	PECAN	Carya illinoensis	Yes	Yes
1040	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1041	14	POST OAK	Quercus stellata	Yes	Yes
1042	8	POST OAK	Quercus stellata	Yes	Yes
1043	10	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1044	6	TEXAS ASH	Fraxinus texana	Yes	Yes
1045	6	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1046	10	POST OAK	Quercus stellata	Yes	Yes
1047	10	POST OAK	Quercus stellata	Yes	Yes
1048	7	POST OAK	Quercus stellata	Yes	Yes
1049	7	POST OAK	Quercus stellata	Yes	Yes
1050	8	TEXAS ASH	Fraxinus texana	Yes	Yes
1051	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1052	8	POST OAK	Quercus stellata	Yes	Yes
1053	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1054	6	POST OAK	Quercus stellata	Yes	Yes
1055	8	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1056	10	POST OAK	Quercus stellata	Yes	Yes
1057	10	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1058	8	TEXAS ASH	Fraxinus texana	Yes	Yes
1059	8	POST OAK	Quercus stellata	Yes	Yes
1060	7	POST OAK	Quercus stellata	Yes	Yes
1061	8	POST OAK	Quercus stellata	Yes	Yes
1062	8	POST OAK	Quercus stellata	Yes	Yes
1063	9	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1064	8	POST OAK	Quercus stellata	Yes	Yes
1065	7	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1066	9	POST OAK	Quercus stellata	Yes	Yes
1067	8	CEDAR ELM	Ulmus crassifolia	Yes	Yes
1068	10	POST OAK	Quercus stellata	Yes	No
1069	7	POST OAK	Quercus stellata	Yes	No
1070	15	POST OAK	Quercus stellata	Yes	Yes
1071	6	POST OAK	Quercus stellata	Yes	Yes
1072	7	POST OAK	Quercus stellata	Yes	Yes
1073	11	POST OAK	Quercus stellata	Yes	No
1074	8	POST OAK	Quercus stellata	Yes	No
1075	8	CEDAR ELM	Ulmus crassifolia	Yes	No
1082	7	TEXAS ASH	Fraxinus texana	Yes	Yes
1083	8	POST OAK	Quercus stellata	Yes	Yes
1084	7	POST OAK	Quercus stellata	Yes	Yes
1085	9	POST OAK	Quercus stellata	Yes	Yes
1086	8	POST OAK	Quercus stellata	Yes	Yes
1087	6	TEXAS ASH	Fraxinus texana	Yes	Yes
1088	9	POST OAK	Quercus stellata	Yes	Yes
1089	9	POST OAK	Quercus stellata	Yes	Yes
1090	8	POST OAK	Quercus stellata	Yes	Yes
1091	7	POST OAK	Quercus stellata	Yes	Yes
1092	7	POST OAK	Quercus stellata	Yes	Yes
1093	6	POST OAK	Quercus stellata	Yes	Yes
1094	9	POST OAK	Quercus stellata	Yes	Yes
1095	9	AMERICAN ELM	Ulmus americana	Yes	Yes
1096	8	POST OAK	Quercus stellata	Yes	Yes
1097	9	POST OAK	Quercus stellata	Yes	Yes

584" TO BE REMOVED
 292" TO BE MITIGATED FOR
 PROVIDING (15) NEW TREES OR 90" OF REPLACEMENT TREES
 202" WORTH OF FEES TO BE PAID



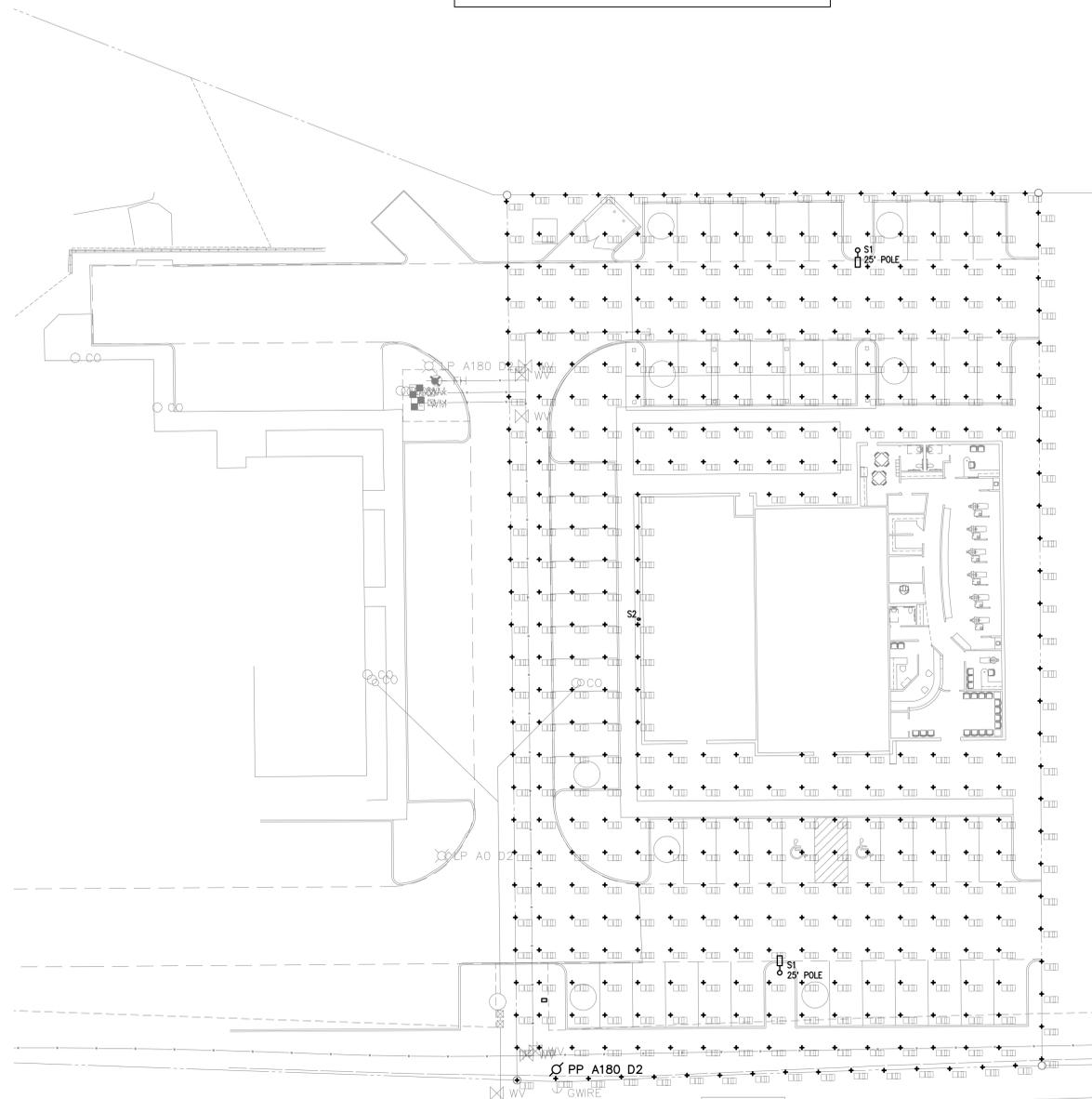
Drawn By: _____
 Date: 05/20/2016
 Scale: #####
 Revisions: _____
 05/20/2016

OWNER/DEVELOPER
 FRED R. SUTTON REAL ESTATE SERVICES, LLC
 1512 DANUE LANE
 PLANO, TX 75075
 Ph: 214-850-0132
 Contact: FRED SUTTON

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 LANDSCAPE ARCHITECTURE
 a division of G & A Consultants, LLC.
 111 Hibside Drive • Lewisville, TX 75057
 P: 972.317.0276 • F: 972.458.9715

PARKRIDGE PASS
 Lot 2, Block A
 Value
 100 Acres
 in the
 E. MARSH SURVEY ABSTRACT NO. 833
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

TREE SCHEDULE
 ROTATION
 TREE PROTECTION
 TREE



D-Series Size 1 LED Area Luminaire

Introduction
The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.
The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing 100 - 400W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Specifications
EPA: 1.01 ft
Length: 33"
Width: 13"
Height: 7'-1 1/2"
Weight (max): 27 lbs

Ordering Information
EXAMPLE: DSX1 LED 60C 1000 40K T3M MVOLT SPA DBDXD

Series	LED	Power (W)	Color Temp. (K)	Beam Spread	Mounting	Shipped Included
DSX1 LED	Forward optics	150	5000K	T15 Type 1 Short	T35 Type 1 Short	MVOLT
	ARC (60 LEDs) (see spec)	100	4000K	T25 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA
	ARC (60 LEDs) (see spec)	1000	5000K	T35 Type 1 Short	T30M Type 1 Medium	SPA

Controls & Shields

Accessories

Notes

Shipped Installed

Other options

Shipped separately

Controls & Shields

Accessories

Notes

Shipped Installed

Other options

Shipped separately

Drilling

Top of Pole

Photometric Diagrams

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Electrical Load

Projected LED Lumen Maintenance

Notes

Shipped Installed

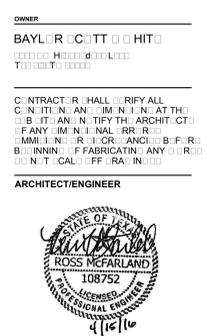
Other options

Shipped separately

Symbol	Description	Notes
□	LED Luminaire	See Schedule
○	Light Pole	See Schedule
○	Light Pole	See Schedule



Corinth Orthodontics
Dr. Fernando Vignolo - Corinth Orthodontics
Lot 2 Parkridge Pass - Teasley Lane
Corinth, Tx 76210



OWNER: BAYLOR SCOTT & WHITE

CONTRACTOR: HALL & COMPANY

ARCHITECT/ENGINEER: BAYLOR SCOTT & WHITE

DATE: 10/1/16

JOB NUMBER: 16-07-21-01

DRAWN: A.R.

CHECKED:

SHEET INFORMATION

DATE: 10/1/16

JOB NUMBER: 16-07-21-01

DRAWN: A.R.

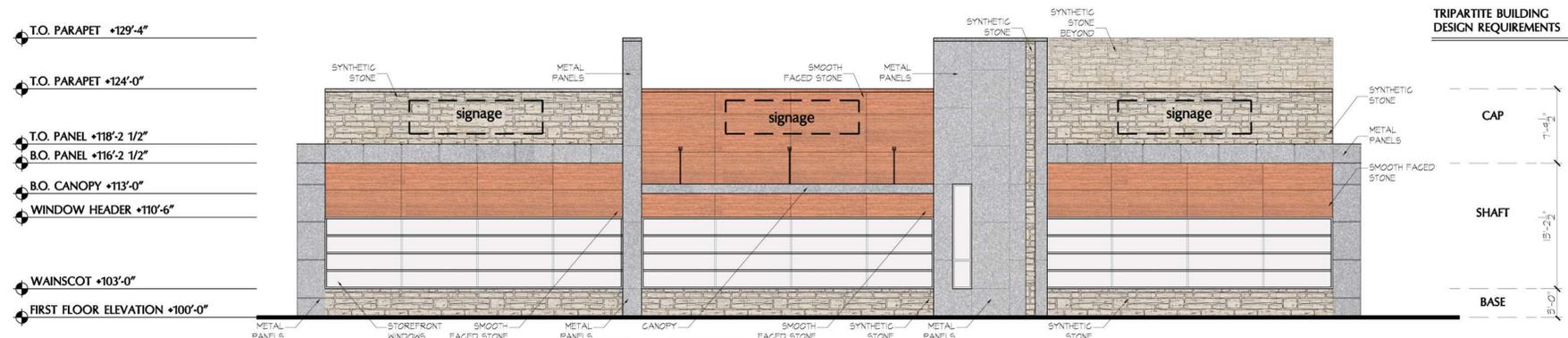
CHECKED:

SITE PLAN - PHOTOMETRICS

SHEET NO. SL10

Ordinance No. 16-07-21-
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 2
 ELEVATIONS

GENERAL NOTES:
 1. ALL COLORS ARE SUBJECT TO CHANGE
 2. ALL MECHANICAL EQUIPMENT WILL BE LOCATED ON THE ROOF AND IT WILL BE CONCEALED FROM VIEW BY BUILDING PARAPET



SOUTH ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,897.75	
	NET AREA	2,182.89	
ST-01	SMOOTH FACED STONE	736.81	33.76%
ST-02	SYNTHETIC STONE	823.57	37.72%
ST-03	STONE WEINSCOT	0	0
MT-01	METAL PANELS	622.51	28.52%
	TOTAL		100%

EXTERIOR MATERIALS

ST-01 SMOOTH FACED STONE (ACCENT)
 MANUF: TBD
 COLOR: TAOS RUSTIC ORANGE

ST-02 SYNTHETIC STONE
 MANUF: TBD
 COLOR: BEIGE

ST-03 STONE WEINSCOT
 MANUF: TBD
 COLOR: BEIGE

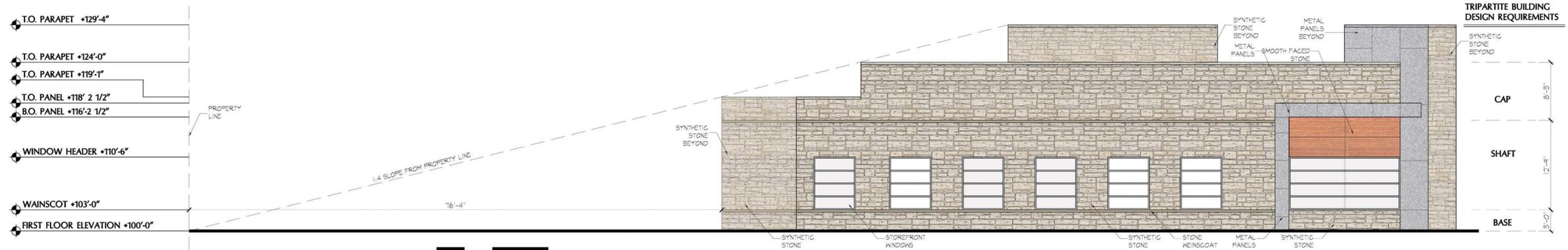
STOREFRONT WINDOWS
 1" DOUBLE LAMINATED INSULATED LOW E ANNEALED GLASS, PRESERVE FILM, ARGON FILLED

MT-01 INSULATED METAL PANELS
 MANUF: TBD
 COLOR: GREY

PNT-01 PAINT
 COLOR: DARK GREY

NOTE: ALL COLORS ARE SUBJECT TO CHANGE.

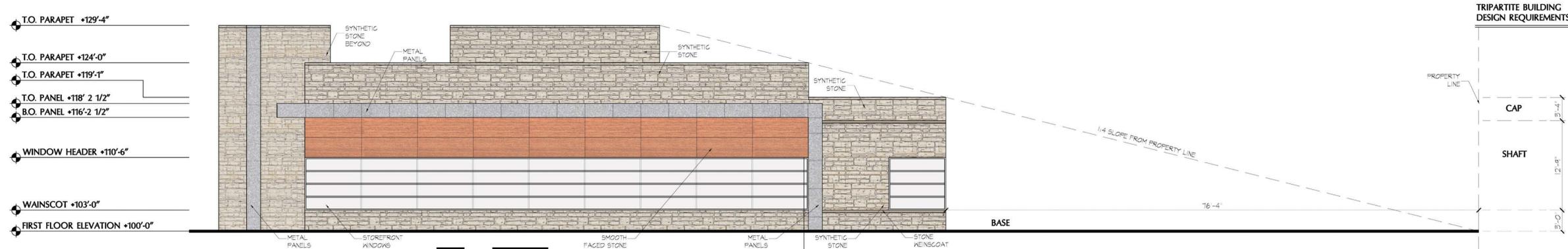
04 PLAN SOUTH ELEVATION
 SCALE 1/8"=1'-0"



WEST ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,671.41	
	NET AREA	2,281.9	
ST-01	SMOOTH FACED STONE	90.96	3.99%
ST-02	SYNTHETIC STONE	1,936.3	84.85%
ST-03	STONE WEINSCOT	26.41	1.16%
MT-01	METAL PANELS	228.23	10%
	TOTAL		100%

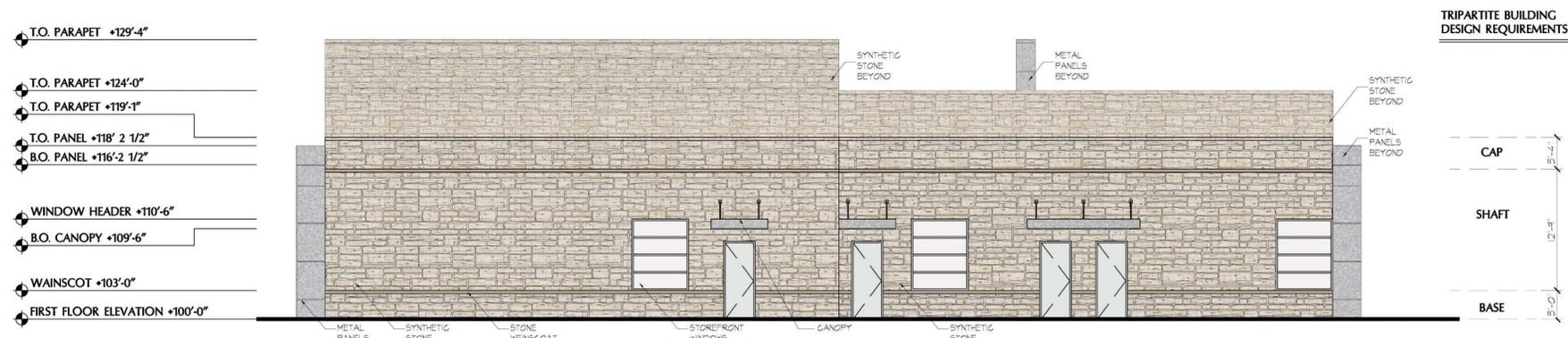
03 PLAN WEST ELEVATION
 SCALE 1/8"=1'-0"



EAST ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,648.62	
	NET AREA	2,046.41	
ST-01	SMOOTH FACED STONE	411.734	20.12%
ST-02	SYNTHETIC STONE	1,375.54	67.22%
ST-03	STONE WEINSCOT	118	5.8%
MT-01	METAL PANELS	247.34	12.09%
	TOTAL		100%

02 PLAN EAST ELEVATION
 SCALE 1/8"=1'-0"



NORTH ELEVATION BUILDING MATERIAL CALCULATION

PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	2,962.42	
	NET AREA	2,718.53	
ST-01	SMOOTH FACED STONE	0	0.00%
ST-02	SYNTHETIC STONE	2,539.24	93.40%
ST-03	STONE WEINSCOT	35.46	1.30%
MT-01	METAL PANELS	143.83	5.29%
	TOTAL		100%

01 PLAN NORTH ELEVATION
 SCALE 1/8"=1'-0"

Corinth Orthodontics
 Dr. Fernando Vignolo - Corinth Orthodontics
 Lot 2 Parkridge Pass - Teasley Lane
 Corinth, Texas 76210

Issues/Revisions

No.	Date	Description
#1	April 15, 2016	Architectural Elevations
#2	May 16, 2016	Revised Architectural Elevations
#3	May 17, 2016	Revised Architectural Elevations

BBK
 ARCHITECTS

INTERIM REVIEW ONLY
 These documents are preliminary, and are not intended for regulatory approval, bidding, permits, or construction purposes.
 Architect: D. Graham Bryant
 Arch. Reg. No.: Texas # 15114
 Date: May 17, 2016

3200 Main Street
 Suite 13
 Dallas, Texas 75238
 214.741.5556
 214.741.5557 Fax

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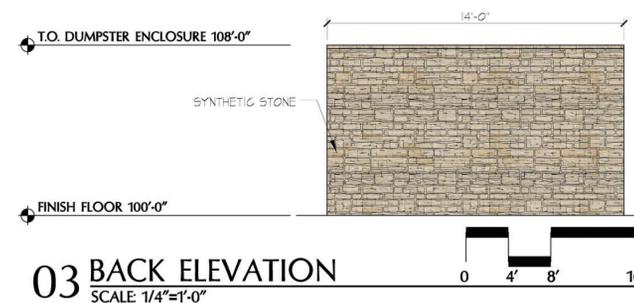
Project No. **2014-19**

Sheet Number:
A0.01

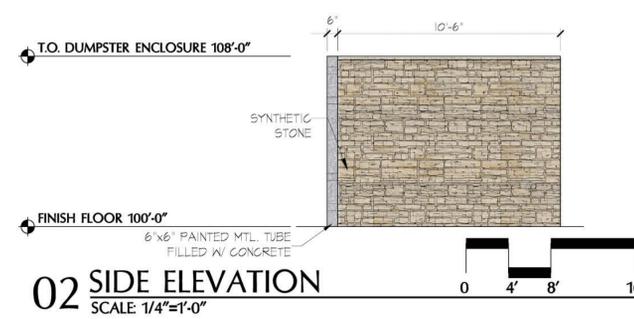
GENERAL NOTES:	
1	ALL COLORS ARE SUBJECT TO CHANGE
2	ALL MECHANICAL EQUIPMENT WILL BE LOCATED ON THE ROOF AND IT WILL BE CONCEALED FROM VIEW BY BUILDING PARAPET

ORDINANCE NO. 16-07-21 -
 PARKRIDGE PASS - PD C-1
 SITE PLAN DOCUMENTS LOT 2
 DUMPSTER ENCLOSURE

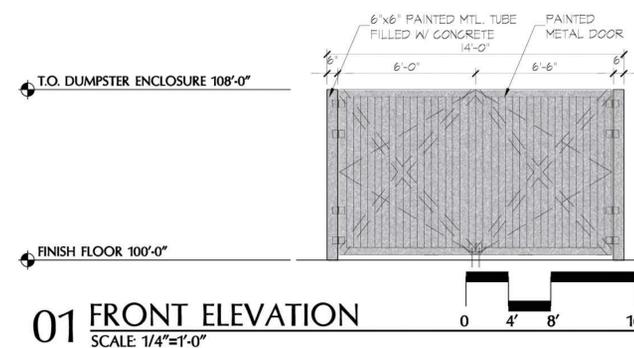
EXTERIOR MATERIALS	
ST-01	SMOOTH FACED STONE (ACCENT)
MANUF:	TBD
COLOR:	TAOS RUSTIC ORANGE
ST-02	SYNTHETIC STONE
MANUF:	TBD
COLOR:	BEIGE
ST-03	STONE WEINSCOT
MANUF:	TBD
COLOR:	BEIGE
STOREFRONT WINDOWS	
1" DOUBLE LAMINATED INSULATED LOW E ANNEALED GLASS, PRESERVE FILM, ARGON FILLED	
MT-01 INSULATED METAL PANELS	
MANUF:	TBD
COLOR:	GREY
PNT-01 PAINT	
COLOR:	DARK GREY
NOTE: ALL COLORS ARE SUBJECT TO CHANGE	



BACK ELEVATION DUMPSTER ENCLOSURE MATERIAL CALCULATION			
PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	112	
	NET AREA	112	
ST-02	SYNTHETIC STONE	112	100%
PNT-01	PAINT	0	0
	TOTAL		100%



SIDE ELEVATION DUMPSTER ENCLOSURE MATERIAL CALCULATION			
PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	88	
	NET AREA	88	
ST-02	SYNTHETIC STONE	84	95%
PNT-01	PAINT	4	5%
	TOTAL		100%



FRONT ELEVATION DUMPSTER ENCLOSURE MATERIAL CALCULATION			
PRIMARY MATERIAL	DESCRIPTION	SQ. FT.	% ELEVATION
	GROSS AREA	112	
	NET AREA	112	
ST-02	SYNTHETIC STONE	0	0%
PNT-01	PAINT	112	100%
	TOTAL		100%

Corinth Orthodontics
 Dr. Fernando Vignolo - Corinth Orthodontics
 Lot 2 Parkridge Pass - Teasley Lane
 Corinth, Texas 76210



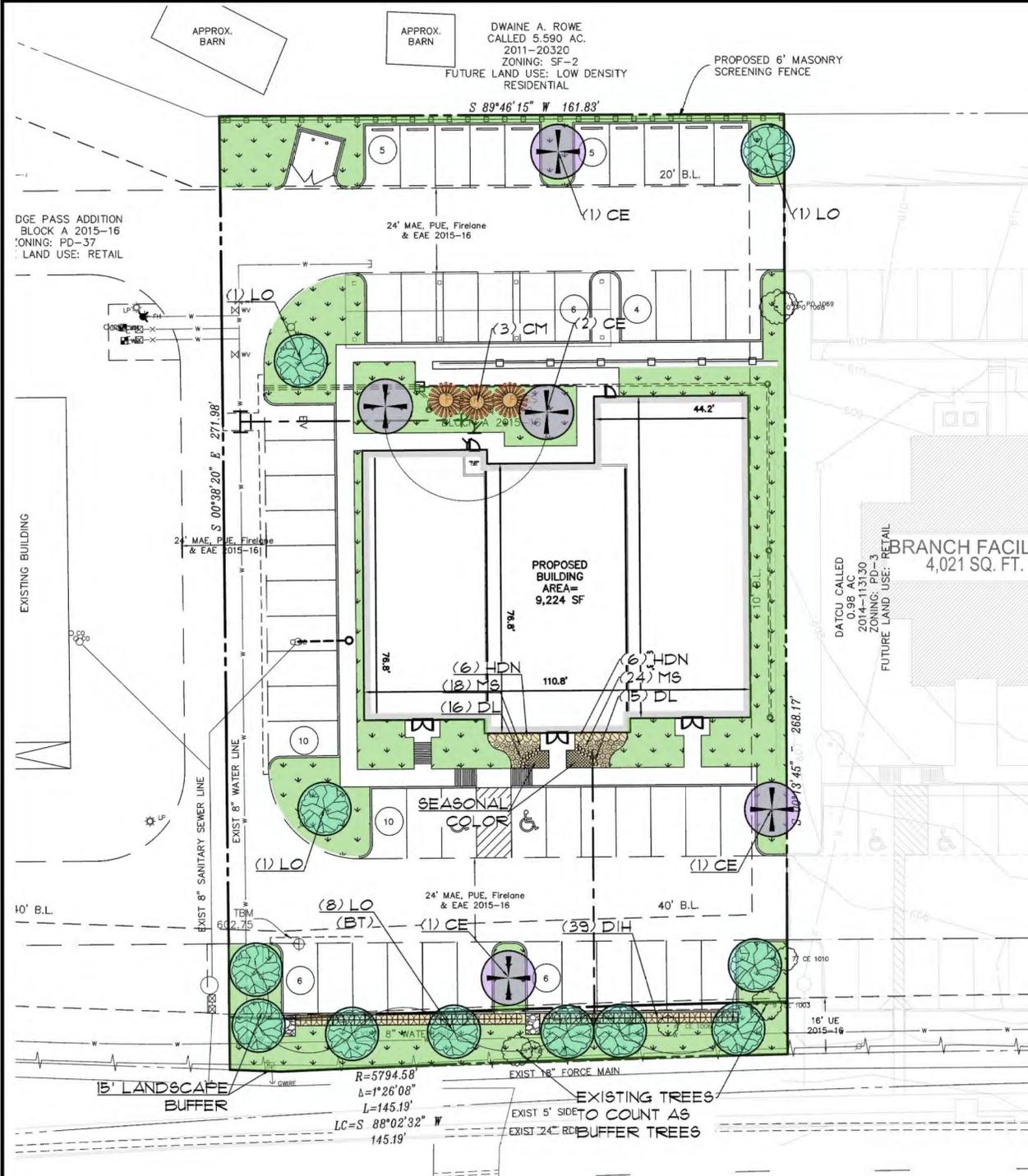
Issues/Revisions		
No.	Date	Description
#1	April 15, 2016	Architectural Elevations
#2	May 16, 2016	Revised Architectural Elevations
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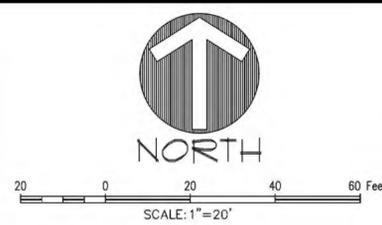
Sheet Number:
A0.02

Project No. **2014-19**



LEGEND

- (LO) LIVE OAK *Quercus virginiana*
- (CE) CEDAR ELM *Ulmus crassifolia*
- (CM) CRAPE MYRTLE *Lagerstromia indica*
- (DIH) DWARF INDIAN HAWTHORN *Raphiolepis indica*
- (HDN) HARBOR DWARF NANDINA *Nandina domestica 'Nana'*
- (MS) MEADOW SAGE *Salvia x sylvestris*
- (DL) DAY LILLY *Hemerocallis 'Stella De Oro'*
- SEASONAL COLOR
- BERMUDA SOD



Mitigation Cost Estimate

618	total mitigation inches	*50% canopy coverage (heavily treed lot) inches to be replaced
309	providing (16) 6" trees or 96 replacement inches	
309 - 96 = 213	213" to be mitigated	
\$115 per inch		
213" x \$115		
\$ 24,495.00	total mitigation fees owed	

PLANT LIST

QUANT.	COMMON NAME
11	LIVE OAK
5	CEDAR ELM
3	CRAPE MYRTLE
39	DWARF INDIAN HAWTHORN
12	HARBOR DWARF NANDINA
42	MEADOW SAGE
31	DAY LILLY

LANDSCAPE REGULATIONS

CORINTH, TX

LANDSCAPE BUFFERS

REQUIRED: (FM 2181) Landscape buffer width adjacent to collector street = 15'. Within the landscape buffer (1) shade tree (3" caliper minimum.) shall be planted per 30 feet of landscape edge.
 FM 2181 = 159 l.f. / 30 = 6 trees
 159*15 = 2,385 s.f. of landscape buffer.
PROVIDED: 15' Landscape buffer and 4 existing trees + 6 new trees (labeled as BT) = 10 trees
 2,390 s.f. of landscape buffer.

REQUIRED: Where parking lots, drive and access easements abut the landscaped edge, minimum 5 gallon shrubs shall be planted to form a contiguous buffer along the common boundary.
PROVIDED: Minimum 5 gallon shrubs placed along all parking lots that abut the landscape edge.

INTERIOR PARKING LANDSCAPE

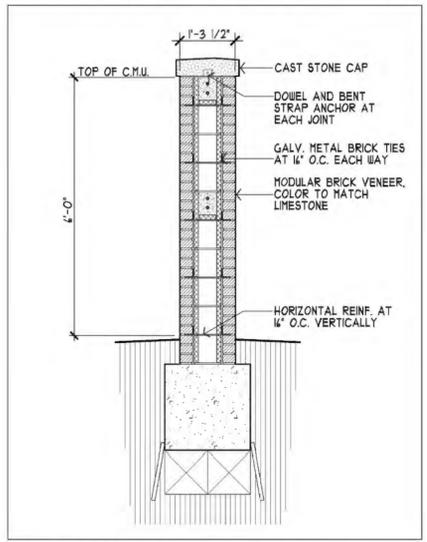
REQUIRED: There shall be ten (10) square feet of interior parking lot landscaping for each required parking space or a fraction thereof.
 52 x 10 = 520 s.f. required landscaping.
 There shall be one (1) shade tree (3" caliper minimum) or and ornamental tree for every ten (10) parking spaces or a fraction thereof.
 52 / 10 = 6 required trees.
PROVIDED: 9,729 s.f. of interior landscaping
 10 (6" cal. trees)

BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
<i>Quercus virginiana</i>	6" cal.	12'-15"	per plan	Single trunk
<i>Ulmus crassifolia</i>	6" cal.	12'-15"	per plan	Single trunk
<i>Lagerstromia indica</i>	30 gal.	7'-8"	per plan	Multi trunk
<i>Raphiolepis indica</i>	3 gal.	24"	24" o.c.	Full
<i>Nandina domestica 'Nana'</i>	3 gal.	18-24"	24" o.c.	Full
<i>Salvia x sylvestris</i>	1 gal.	12-18"	18" o.c.	Full
<i>Hemerocallis 'Stella De Oro'</i>	1 gal.	12-18"	12" o.c.	Full

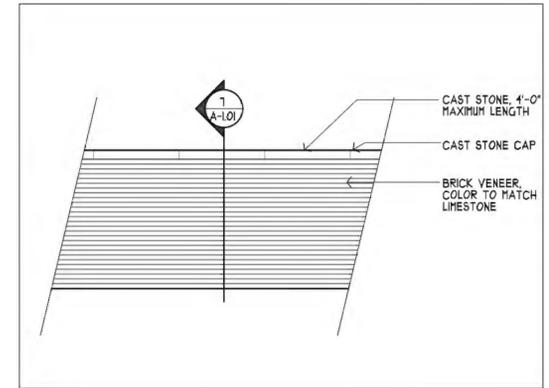
AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY

THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIALS

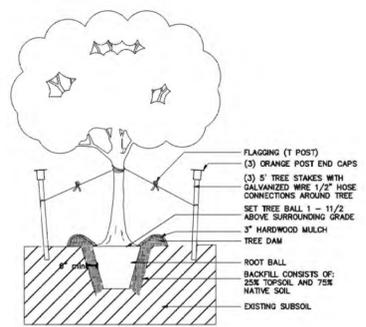
- #### LANDSCAPE NOTES:
- Contractor shall stake out tree locations and bed configuration for approval approval by owner prior to installation.
 - Contractor is responsible for verifying location of all underground utilities prior to construction.
 - It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
 - All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
 - Landscape edging shall be located as noted on plan.
 - Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
 - Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
 - A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
 - All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
 - Landscape areas shall be kept free of trash, litter and weeds.
 - An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
 - Irrigation Controller to have a Rain and Freeze Stat.
 - All landscape is to be greater than 8 feet from all underground utilities.
 - All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



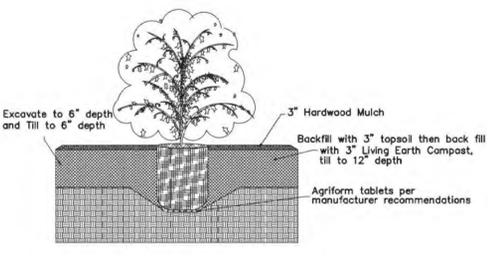
4. SCREENING WALL SECTION
SCALE: NTS



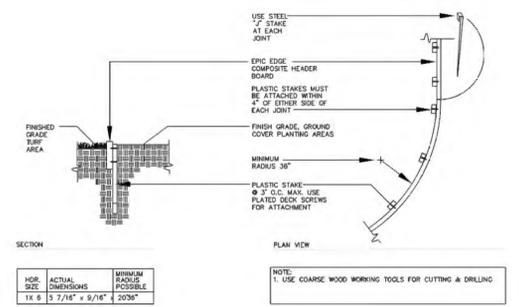
5. PARTIAL SCREENING WALL ELEV.
SCALE: NTS



1. TREE STAKING
NOT TO SCALE



2. SHRUB DETAIL
NOT TO SCALE



3. EPIC EDGE COMPOSITE HEADER BOARD DETAIL #210
SCALE: NTS

ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC
111 Hillside Drive - Lewisville, TX 75067
P: 972-317-0216 - F: 972-436-9716

PARKRIDGE PASS
Lot 2, Block A
100 Acres
in the
E. MARSH SURVEY, ABSTRACT NO. 883
CITY OF CORINTH
DENTON COUNTY, TEXAS

LANDSCAPE PLAN



Drawn By: RLS
Date: 07/08/2016
Scale: 1"=20'
Revisions:
05/20/2016
07/08/2016

13182

L1.0

OWNER/DEVELOPER
FRED R. SUTTON REAL ESTATE SERVICES, LLC
1612 DANLUE LANE
PLANO, TX 75075
Ph: 214-850-0182
Contact: FRED SUTTON

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Victory Life Church Site Plan

Submitted For: Fred Gibbs, Director

Submitted By: Lori Levy, Senior Planner

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the Site Plan for Victory Life Church on property legally described as all of Lot 1, Block A, Pentecostals of Corinth and a portion of a 0.78-acre tract of land in the J. Baker Survey, Abstract No. 48, in the City of Corinth, Denton County, Texas. (This property is located on the southeast corner of F.M. 2181 and Crawford Dr.)

AGENDA ITEM SUMMARY/BACKGROUND

The property owned by Victory Life Church, proposed Lot 1R, Block A, is located on the southeast corner of F.M. 2181 and Crawford Dr. The applicant is proposing an expansion of the existing church facility with a new 7,780 sq. ft. sanctuary and 29 new parking spaces on the recently approved replatted 2.68-acre site. Church or institutional uses are an allowable use in the SF-2 Single Family Residential zoning district.

The detention area will be expanded onto the 0.78-acre tract that is being incorporated by the recently approved replatted property, along with an extension of the access and fire lane out to Crawford Drive.

The applicant is seeking approval of the site plan for Lot 1R, Block A, Victory Life Church for the church sanctuary expansion and site improvements at this time. The proposed church use is a non-residential use and is required to develop with the Residential Adjacency Standards; therefore, the new building is setback at least 103.2' from the nearest adjacent residentially zoned and developed property line to the east where the roof will be 23' high, and at least 162.6' from the highest point of the roof, 35' high; whereas, the standards only require a minimum distance of 92' and 140', respectively.

Many of the development standards that are currently required were not in place at the time Victory Life Church was first developed, such as building façade materials, landscaping and residential adjacency requirements. Therefore, the applicant is proposing Alternative Compliance to some of these requirements for the new church expansion where it is not possible or practical to meet these standards.

Building Façade Materials:

Section **2.09.04 Building Façade Materials** of the Unified Development Code requires non-residential uses within residential zoning districts to be constructed of 100% masonry, i.e. brick, stone, granite or marble. The existing building does not meet this standard, as it is not constructed with 100% masonry and has a percentage of split-face block and synthetic plaster. The applicant is proposing Alternative Compliance for the new sanctuary building in order to match the same building materials as the existing building on the north elevation. The new sanctuary will also match the same color of the existing buildings. However, the applicant is proposing 94% brick in the same color to match the existing building on the south elevation, as it is immediately adjacent to residentially zoned property. In lieu of the split-face block trim, the proposed sanctuary on the south elevation will have cream colored brick to match the same color as the split-face block trim, 4% sandstone coping to match that of the existing building, and only 2% synthetic plaster trim in order to meet most of the Building Material requirements and the Residential Adjacency standards.

Landscaping Requirements:

The applicant is proposing an alternative to the required 20' landscape buffer along F.M. 2181, as the existing

parking and fire lane does not allow sufficient depth to provide the required 20' of landscape buffer width. The applicant is proposing a 10' landscape buffer across the entirety of the property along F.M. 2181 in lieu of the required 20' landscape buffer and 2,295 sq. ft. of landscaped area within that 10' landscape buffer width. The applicant is also providing additional shrubs to the east of the property along F.M. 2181 where no new development is proposed and there is currently no landscaping, as well as a continuous row of shrubs across and extending around the driveway entrances, and trees at a ratio of 1 tree for every 30'.

The applicant is also proposing an alternative to the required Corner Lot landscaping requirement. Section **2.09.01 Landscaping Requirements** of the Unified Development Code provides that corner lots shall have a minimum of 900 sq. ft. of area in landscape at the intersections. The required area is to be measured a minimum distance of 40 feet from the projected corner of the intersection of both sides of the lot and extending out 175 feet or to the nearest driveway. The applicant is proposing to provide approximately 350 sq. ft. of landscaping area at the corner of F.M. 2181 and Crawford Dr. However, since Crawford Drive will be shifted to the west in the future, this site will no longer be a corner lot and the applicant will be providing enhanced landscaping in this area.

Residential Adjacency:

Although, the applicant owns the residentially zoned property to the south, Section **2.09.05 Residential Adjacency Standards** requires a 20' landscape buffer between the residentially zoned property to the south and the non-residential church use. However, the property has an existing 35' drainage easement along the southern portion of the property. Twenty (20') feet of this drainage easement area will also serve as the 20' landscape buffer between this property and the residentially zoned property.

Screening of Residential and Non-Residential:

The applicant is meeting all other development requirements that apply to the newly proposed expansion and improvements; however, the applicant is proposing alternative screening to the required 6' solid, masonry screening fence that would be required between the residentially zoned property to the south and the non-residential church use in the form of landscaping.

Section 4.02.11 Screening Requirements of Residential and Non-residential properties of the Unified Development Code requires a 6' solid, masonry screening wall. The applicant is proposing a row of Live Oak trees at a ratio of 1 tree for every 30', along a berm on the southern property line, in lieu of the required 6' solid, masonry screening wall along the property line to the south. In addition to providing alternate screening, this row of trees will also serve as the landscaping that would be required within the 20' landscape buffer between the residentially zoned property to the south and the church use.

APPROVAL PROCESS

The Preliminary Plat and Replat for Victory Life Church was approved by the Planning and Zoning Commission on May 16, 2016.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

Staff recommends **Approval** of the Site Plan as presented.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 27, 2016, the Planning and Zoning Commission recommended **Approval** of the Site Plan as presented.

Attachments

Site Plan

Alternate Compliance Letter 1

Alternate Compliance Letter 2

Color Rendering

Landscape Plan

Building Elevations

Lighting Plan

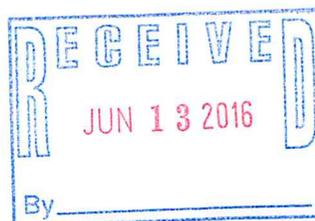
Alternative Compliance explanation

City of Corinth,

Victory Life Church is applying for an alternative Compliance with Building Facade Material: Section 2.09.04.D. We are proposing an new expansion to the existing building to have similar materials and percentages of coverage as the existing building. The existing building that was completed in 2003, does not have all Class I masonry, and other features of the Section 2.09.04.D section. We are requesting that the materials and building percentages of the expansion, match the existing building.

Wayne Weatherhead

Pastor



Alternative Compliance Statement

Section 4.02.11 Screening Requirements for Residential and Non-Residential Properties requires a 6' masonry screening wall on the southern property line adjacent to the single-family residentially zoned property. Please include and label this screening wall on the site plan and landscape plan or propose Alternative Compliance and include in the Alternative Compliance statement.

Explanation;

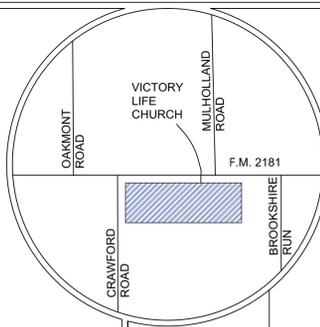
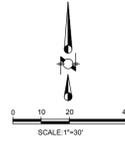
- 1) This wall would divide the church from the south acreage owned by the church.
- 2) The land to the south was bought for the purpose of accommodating the aerobic sewage treatment system. All aerobic spray heads are located on this property. A wall would block the church from accessing the spray heads for maintenance and repair.

As an alternative we propose to plant a row of 15 Live Oak trees (3" caliper) in place of the 6' wall to serve as a screening.

Thank you
Wayne Weatherhead







LANDSCAPE CALCULATIONS

FM2181		
STREET LANDSCAPING	437' X 10' = 4370 SQ.FT. REQUIRED	4,418 SQ.FT. PROVIDED
INTERIOR LANDSCAPING	29 X 10 = 290 SQ.FT. REQUIRED	810 SQ.FT. PROVIDED
437 / 30 = 14.7 STREET TREES REQUIRED		15 PROVIDED
14.7 X 10 = 147 STREET SHRUBS		152 PROVIDED
29 NEW PARKING SPACES	29 / 10 = 2.9 ORNAMENTAL TREES REQUIRED	3 PROVIDED
CRAWFORD RD.		
STREET LANDSCAPING	268.75' X 10' = 2687.5 SQ.FT. REQUIRED	2,699 SQ.FT. PROVIDED
INTERIOR LANDSCAPING	29 X 10 = 290 SQ.FT. REQUIRED	4,129 SQ.FT. PROVIDED
268.75 / 30 = 8.96 STREET TREES REQUIRED		9 PROVIDED
8.96 X 10 = 89.6 STREET SHRUBS		99 PROVIDED
29 NEW PARKING SPACES	29 / 10 = 2.9 ORNAMENTAL TREES REQUIRED	3 PROVIDED

- Notes**
- 1.) An irrigation system will be designed, installed, and functional prior to the approval of the Certificate of Occupancy.
 - 2.) The owner shall be responsible for the maintenance, establishment, and performance of plant materials.

DESIGN AND CONSULTING SERVICES
 2612 EVERGREEN DR
 PEARLAND, TEXAS 77581
 (713-435-9683)

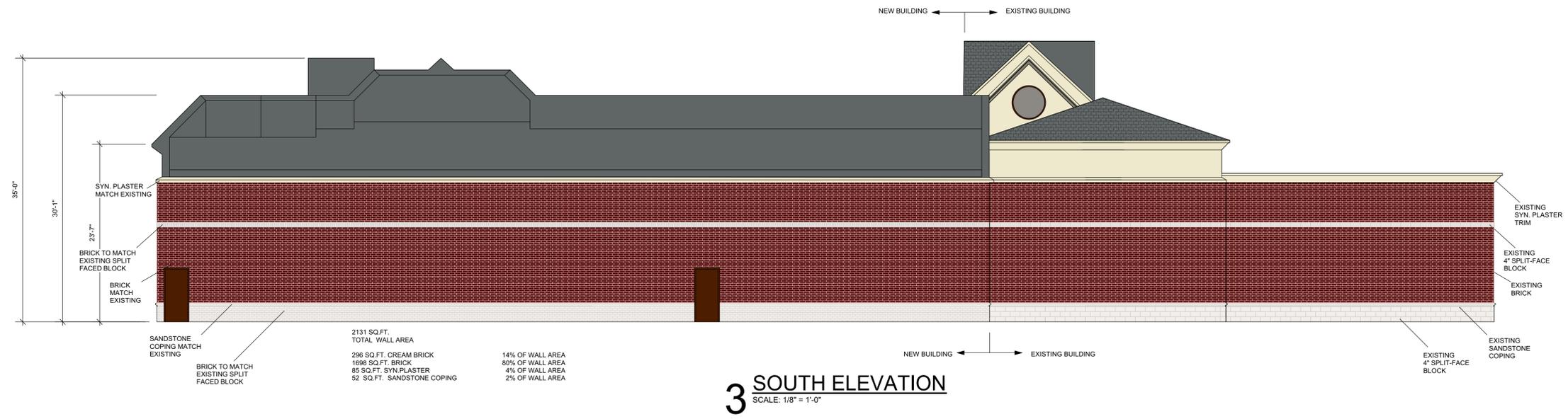
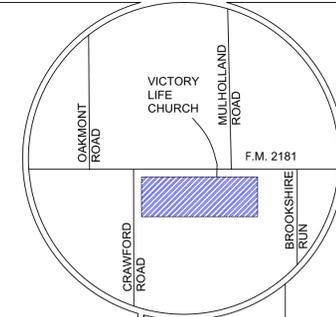


Victory Life Church
OF CORINTH
 1501 F.M. 2181
 CORINTH, TEXAS 76210-2148

DATE
 MAY 16, 2016

LANDSCAPE PLAN

3 of 7



DESIGN AND CONSULTING SERVICES

DF

2612 EVERGREEN DR
PEARLAND, TEXAS 77581
(713-435-9683)

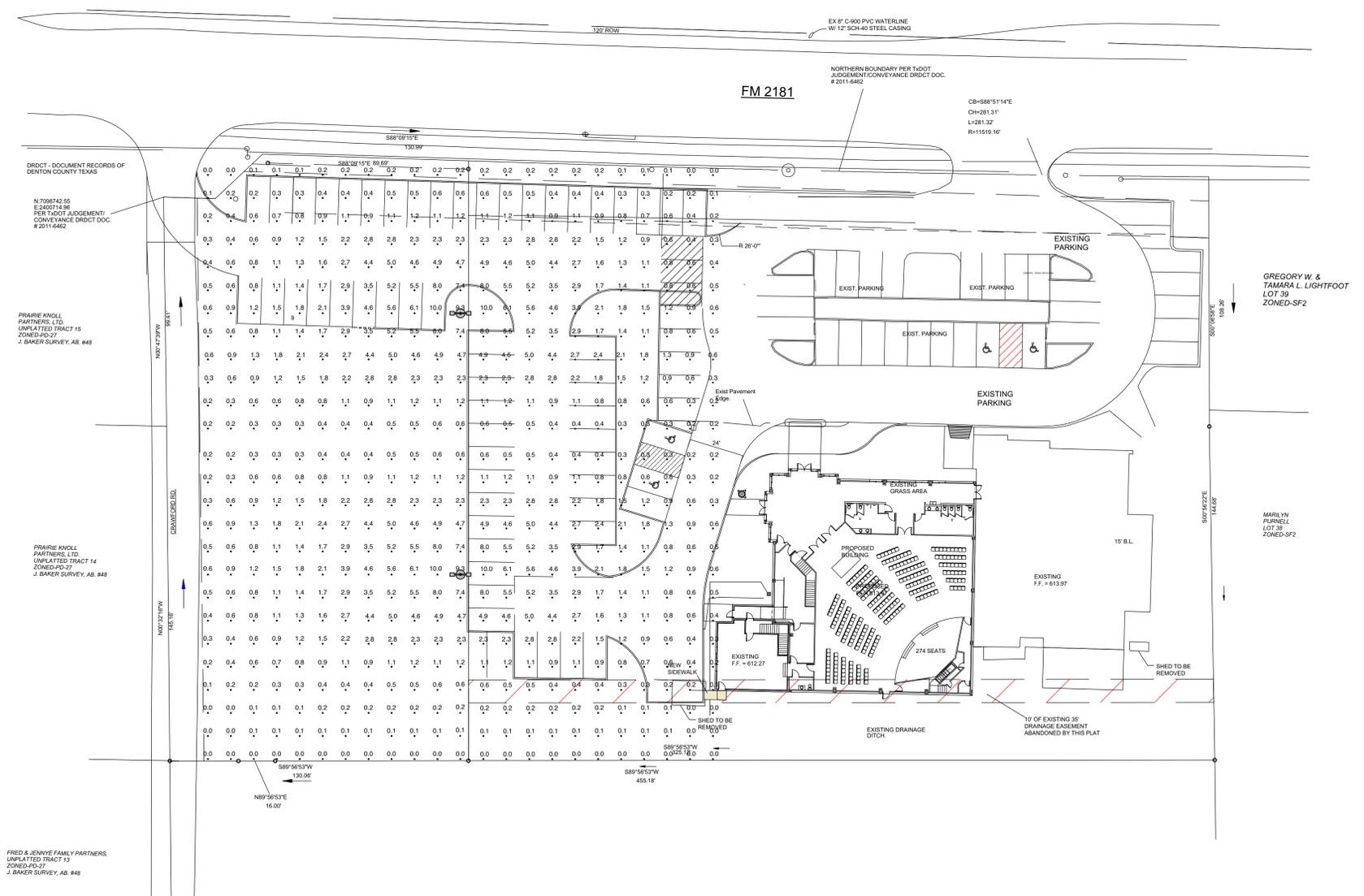
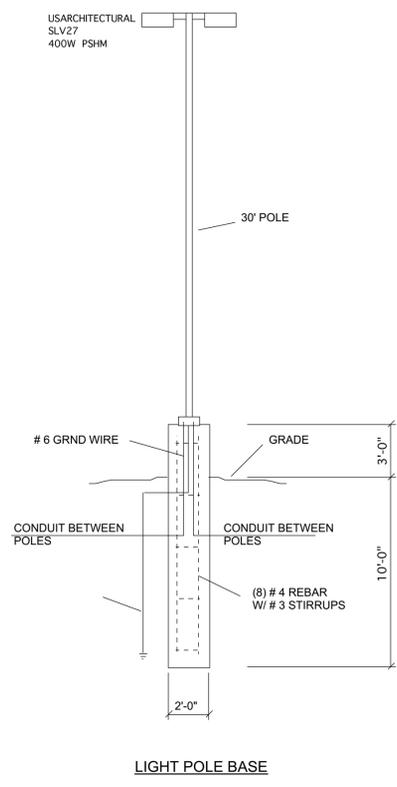
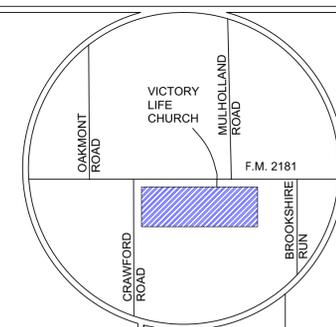
**Victory Life Church
OF CORINTH**

1501 F.M. 2181
CORINTH, TEXAS 76210-2148

DATE
MAY 16, 2016

ELEVATIONS

6 of 7



DRDCT - DOCUMENT RECORDS OF DENTON COUNTY TEXAS

N 7982.55' E 2.200714.96 PER 100% JUDGEMENT/ CONVEYANCE DRDCT DOC. # 2011-6462

PRAIRIE KNOLL PARTNERS, LTD. UNPLATTED TRACT 15 ZONED-PD-27 J. BAKER SURVEY, AB. #48

PRAIRIE KNOLL PARTNERS, LTD. UNPLATTED TRACT 14 ZONED-PD-27 J. BAKER SURVEY, AB. #48

FRED & JENNYE FAMILY PARTNERS. UNPLATTED TRACT 13 ZONED-PD-27 J. BAKER SURVEY, AB. #48

GREGORY W. & TAMARA L. LIGHTFOOT LOT 39 ZONED-SF2

MARLYN PARWELL LOT 38 ZONED-SF2

NOTE: NO PROPOSED EXTERIOR BUILDING FIXTURES

DESIGN AND CONSULTING SERVICES

DF

2612 EVERGREEN DR
PEARLAND, TEXAS 77581
(713-435-9683)

Victory Life Church

OF CORINTH

1501 F.M. 2181
CORINTH, TEXAS 76210-2148

DATE
MAY 16, 2016

LIGHTING PLAN

7 of 7

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Northwood HOA By-Laws Amendments

Submitted For: Cody Collier, Acting Director

Submitted By: Cody Collier, Acting Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on approving amendments to the Northwood Home Owners Association (HOA) By-law's.

AGENDA ITEM SUMMARY/BACKGROUND

The Northwood Home Owners Association was formed in 1999 and the original rules and covenants were established at that time. In 2014 the Northwood HOA met and voted to make several changes to their by-laws which all passed as presented below. Upon review, it was discovered that Section 6.15 contained the following requirement:

"Notwithstanding any of the forgoing provisions of this Declaration, the provisions in this Declaration with the respect to the duty of the association to maintain the Common Areas, the assessment procedures and all the rights extended to the City with respect to the Common Areas, shall not be revoked or amended without the additional approval of a majority of the then members of the City Council of the City."

Contained within the Northwood HOA adopted by-law were four proposed amendments which dealt with common area modifications:

- 1) Section 4.3 (A) Remove Lot 30X in Block A as common area.- This area is Naughton Park and was accepted and adopted as a City Park and has been maintained by Parks Staff since the park was built.
- 2) Section 4.3 (B) Remove 12' utility/ Ingress-egress easement on lot 17, Block A as common area.
- 3) Section 4.3 (D) Remove 16' drainage and utility easement between lot 14* and 35, Block A as common area.
*** the description of lot 14 was a typographical error and should have read 41. This was brought to the HOA's attention as an error. As it did not change the outcome or intent, Northwood wished to proceed with approval rather than make correction due to time constraints .**
- 4) Section 4.3 (E) remove adjacent areas between curb and sidewalk at main entry at Ashwood up to the southern right of way of Hidden Springs Drive and hidden Springs Circle.

By making these changes, removing the designation of common area, the property owners will be responsible for the mowing maintenance of these areas and not the HOA. Three of the four property owners have signed letters showing willingness to participate and take on the maintenance of these common areas located in easements. The Northwood HOA voted and passed these measures as well for their community, and per section 6.15 of their by-laws are seeking approval from the Corinth City Council to remove the designation of common areas from those locations.

RECOMMENDATION

Staff recommends approval to remove the designation of common area from the locations of these properties as it would be more consistent with the rest of the City of Corinth.

Attachments

Proposed Amendment Changes
Northwood Plat
Northwood Council request email

NORTHWOOD HOA

Items that are in red and struck through (~~example~~) are proposed DELETIONS.

Items that are in red and underlined (example) are proposed ADDITIONS.

APPENDIX A

ITEM 1: REMOVE TWO CLASSES OF MEMBERSHIP & OLD STRUCTURE

These proposed amendments primarily remove the two classes of membership that existed when the neighborhood had lots owned by the developer/builders. It also makes modifications so that the developer is not considered the only Declarant, removes some of the declarant authority, and fixes typographical errors.

Section	Description/Purpose	Document
4.03	Remove Class B membership	Bylaws
4.06	Remove multiple member class reference	Bylaws
4.08	Remove multiple member class reference	Bylaws
5.01	Remove Class B references	Bylaws
5.02	Remove multiple member class reference	Bylaws
5.03	Remove multiple member class reference	Bylaws
8.02	Delete since Class B membership does not exist	Bylaws
Article 16	Remove multiple member class reference	Bylaws
Declaration of Covenants	Identify Declarant as duly-elected Board in addition to original Declarant (developer)	CC&Rs
1.17	Correct typographical error (mailboxes instead of gangboxes)	CC&Rs
3.2	Remove Class B members	CC&Rs
3.5	Delete this section since Lot 31 not owned by Naughtons	CC&Rs
4.2	Update fees, remove Class B, remove acceptance of addition by City	CC&Rs
6.1	Remove declarant right to change easements for construction	CC&Rs
6.15	Remove declarant joinder requirement for amendments	CC&Rs

The following details proposed amendments to Northwood HOA Bylaws and CC&Rs detailed in Item 1.

PROPOSED BYLAW AMENDMENTS

Section 4.03 – The purpose of this amendment is to remove Class B membership, which is no longer relevant now that homeowners own 75% of the lots and it has been over ten years since the first construction began.

Original:

Section 4.03. Classes of Voting Membership and Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Members with the exception of the Declarant (until conversion of the Class B Membership into a Class A Membership as hereinafter provided). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, even though all such persons shall be Members, there shall be only one (1) vote for such Lot, which shall be exercised by majority in interest (and not in number) of such persons, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to

NORTHWOOD HOA

ten (10) votes for each Lot in which Declarant holds the interest required for membership. However, the Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever first occurs: (i) thirty (30) days after the total votes outstanding in the Class A Membership with respect to the entire Property equal or exceed the total votes outstanding in the Class B Membership; or (ii) ten (10) years following the earliest date upon which ownership of any Lot becomes vested in a person other than the Declarant.

Proposed:

Section 4.03. Classes of Voting Membership and Voting Rights. The Association shall have ~~two (2)~~ **one (1)** classes of voting membership, also known as Class A. ~~Class A Members shall be all Members with the exception of the Declarant (until conversion of the Class B Membership into a Class A Membership as hereinafter provided).~~ Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, even though all such persons shall be Members, there shall be only one (1) vote for such Lot, which shall be exercised by majority in interest (and not in number) of such persons, but in no event shall more than one vote be cast with respect to any such Lot.

~~Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot in which Declarant holds the interest required for membership. However, the Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever first occurs: (i) thirty (30) days after the total votes outstanding in the Class A Membership with respect to the entire Property equal or exceed the total votes outstanding in the Class B Membership; or (ii) ten (10) years following the earliest date upon which ownership of any Lot becomes vested in a person other than the Declarant.~~

Section 4.06(a) and (b) – remove reference to multiple membership classes.

Original:

Section 4.06. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (d) of this Section, and further subject in all events to the greater percentage of approval required with respect to annual or special assessments as may be provided in the Declaration, any action taken at a meeting of the Members shall require the assent of two-thirds (2/3) of all of the votes of the Association's Members who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast thirty percent (30%) of all of the votes of the Association's Members, without regards to class, shall constitute a quorum. If the required quorum is not present or represented at the meeting, one (1) additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

Proposed:

Section 4.06. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (d) of this Section, and further subject in all events to the greater percentage of approval required with respect to annual or special assessments as may be provided in the Declaration, any action taken at a meeting of the Members shall require the assent of two-thirds (2/3) of all of the votes of the Association's

NORTHWOOD HOA

Members who are voting in person or by proxy, ~~regardless of class~~, at a duly called meeting.

(b) The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast thirty percent (30%) of all of the votes of the Association's Members, ~~without regards to class~~, shall constitute a quorum. If the required quorum is not present or represented at the meeting, one (1) additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

Section 4.08 – remove reference to multiple classes

Original:

Section 4.08. Special Meetings. Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, regardless of class.

Proposed:

Section 4.08. Special Meetings. Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, ~~regardless of class~~.

Section 5.01 – Remove reference to membership classes no longer valid.

Original:

Section 5.01. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors (herein, the "Board"). Until such time as title to seventy-five percent (75%) of the Lots in the Property have been transferred to Class A Members, two (2) of the three (3) members of the Board shall be Class B Members or representatives of Class B Members. The number of directors may be changed by amendment of these Bylaws; provided, however the ratio of Class B Members on the Board shall remain consistent with this Section. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

Proposed:

Section 5.01. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors (herein, the "Board"). ~~Until such time as title to seventy five percent (75%) of the Lots in the Property have been transferred to Class A Members, two (2) of the three (3) members of the Board shall be Class B Members or representatives of Class B Members.~~ The number of directors may be changed by amendment of these Bylaws, ~~provided, however the ratio of Class B Members on the Board shall remain consistent with this Section.~~ The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

Section 5.02 – remove reference to multiple classes

Original:

Section 5.02. Term of Office. At the first meeting, the Members voting, regardless of class, shall elect two (2) directors for a term of one (1) year each and one (1) director for a term of two (2) years. At each annual meeting thereafter, the Members voting, regardless of class, shall elect to replace those directors whose terms

NORTHWOOD HOA

have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

Proposed:

Section 5.02. Term of Office. ~~At the first meeting, the Members voting, regardless of class, shall elect two (2) directors for a term of one (1) year each and one (1) director for a term of two (2) years. At each annual meeting thereafter, the Members voting, regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year,~~ All directors shall serve for a term of two (2) years. At each annual meeting the Members voting shall elect to replace those directors whose terms have expired. No more than two (2) directors shall have terms expire in the same year. Should the terms of all directors expire in the same year, the term of one (1) director shall be extended for one (1) year. The Members voting shall elect which director will have his or her term extended.

Section 5.03 – remove reference to multiple member classes

Original:

Section 5.03. Removal. The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes, regardless of class. Any individual director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes, regardless of class.

Proposed:

Section 5.03. Removal. The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes, ~~regardless of class.~~ Any individual director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes, ~~regardless of class.~~

Section 8.02 – DELETE this section in its entirety as Class B Membership does not exist any longer and the conversion has occurred.

Original:

Section 8.02. Contracts Terminable. Prior to the date that the Class B Membership converts to Class A Membership, the Board shall not enter into any contracts or agreements unless such contracts or agreements are terminable by the Board upon ninety (90) days prior written notice or less.

Article 16 Amendments – remove reference to multiple classes as a part of amendments.

Original:

These Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Section 4.06 of these Bylaws; provided, however, until such time as the Class B Membership shall have ceased and been converted into Class A Membership, the Association shall not amend these Bylaws or the Articles of Incorporation without the prior written approval of the Class B Member.

Proposed:

These Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, ~~regardless of class,~~ as provided in Section 4.06 of these Bylaws. ~~provided, however, until such time as the Class B Membership shall have ceased and been converted into Class A~~

NORTHWOOD HOA

~~Membership, the Association shall not amend these Bylaws or the Articles of Incorporation without the prior written approval of the Class B Member.~~

PROPOSED CC&R AMENDMENTS

Declaration of Covenants, final paragraph – this change clarifies that Northwood HOA duly elected board is also the declarant after the conversion.

Original:

By the execution and recordation of this Declaration of Covenants, Conditions and Restrictions for Northwood (hereinafter called the “Declaration”), the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following casements, covenants, conditions and restrictions, which are for the purpose of establishing a general scheme for the development of the Property and all of the lots to be developed on the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and all of the lots to be developed on the Property and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

Proposed:

By the execution and recordation of this Declaration of Covenants, Conditions and Restrictions for Northwood (hereinafter called the “Declaration”), the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following casements, covenants, conditions and restrictions, which are for the purpose of establishing a general scheme for the development of the Property and all of the lots to be developed on the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and all of the lots to be developed on the Property and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof. A duly-elected Board of Directors of Northwood HOA shall act as the Declarant at such time Class A members as defined in the Bylaws hold 75% or more of the voting membership.

Section 1.17 – correct typographical error

Original:

Section 1.17 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service or the City or the Declarant).

Proposed:

Section 1.17 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless ~~gangboxes~~ mailboxes are required by the U.S. Postal Service or the City or the Declarant).

Section 3.2 – Voting Rights – remove Class B

Original:

Section 3.2 Voting Rights. The Association shall have two (2) classes of voting membership to be designated, respectively, Class A and Class B:

(A) Class A. The Class A Members shall be all lot owners with the exception of the Declarant (until conversion of the Class B Membership into the Class A Membership as hereinafter provided), and shall be

NORTHWOOD HOA

entitled to one (1) vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised as the owners of the particular lot shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any lot.

(B) Class B. The Class B Member shall be the Declarant which shall be entitled to ten (10) votes for each lot that it owns. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever first occurs:

(i) Thirty (30) days after the total votes outstanding in the Class A Membership with respect to the entire Property equal or exceed the total votes outstanding in the Class B Membership; or

(ii) Ten (10) years following the earliest date upon which ownership of any lot becomes vested in a person other than the Declarant.

Proposed:

Section 3.2 Voting Rights. The Association shall have ~~two (2)~~one (1) classes of voting membership to be designated, ~~respectively, Class A and Class B:~~

(A) ~~Class A.~~ The Class A Members shall be all lot owners ~~with the exception of the Declarant (until conversion of the Class B Membership into the Class A Membership as hereinafter provided),~~ and shall be entitled to one (1) vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members of

the Association, but the vote for such lot shall be exercised as the owners of the particular lot shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any lot.

~~(B) Class B. The Class B Member shall be the Declarant which shall be entitled to ten (10) votes for each lot that it owns. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever first occurs:~~

~~(i) Thirty (30) days after the total votes outstanding in the Class A Membership with respect to the entire Property equal or exceed the total votes outstanding in the Class B Membership; or~~

~~(ii) Ten (10) years following the earliest date upon which ownership of any lot becomes vested in a person other than the Declarant.~~

Section 3.5 - Delete this section now that Lot 31 in Block A is no longer owned by the Naughtons.

Original:

Section 3.5 Lot 31. Block A Exception. Lot 31 in Block A currently owned by Willard B. and Mary E. Naughton, (the "Naughton Lot") is specifically excluded from this Declaration and from any membership in the Association.

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Section 4.2 – Annual Assessment – update fees, remove Class B, remove acceptance of addition by the City.

Original:

Section 4.2 Annual Assessment.

(A) Each lot is hereby subjected to a maintenance charge and assessment in the amount of Three Hundred Sixty Dollars (\$360.00) per twelve (12) month period for the purpose of creating a fund to be designated and known as the “Maintenance Fund”, which maintenance charge and assessment will be paid by the owner or owners of each lot to the Association in advance. The first assessment in the amount of Three Hundred Sixty Dollars (\$360.00) shall be due and payable on the date that is determined by the Declarant, which date shall be no later than thirty-six (36) months after acceptance of the Addition by the City. The amount at which each lot will be assessed will be determined annually by the Board of Directors of the Association at least thirty (30) days in advance of the due date for each assessment. The assessment may be increased for each succeeding twelve (12) month period by the Board of Directors by an amount equal to not more than twenty percent (20%) of the assessment which could have been made without a vote of the membership in the case of the previous twelve (12) month period. The assessment may be increased for each succeeding twelve (12) month period to an amount in excess of twenty percent (20%) of the assessment for the previous twelve (12) month period by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

(B) When the assessment is computed for Lots, all or a portion of such assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

- (i) When the Lot is owned by a Class A Member the full assessment shall be payable.
- (ii) When the Lot is owned by a Class B Member one-half (1/2) of the assessment shall be payable for the first year of ownership. All Assessments thereafter shall be payable in full.

Proposed

Section 4.2 Annual Assessment.

~~(A)~~ Each lot is hereby subjected to a maintenance charge and assessment in the amount of Three Hundred ~~Sixty~~ Dollars (~~\$360.00~~300.00) per twelve (12) month period payable to the Association by Member in full for the purpose of creating a fund to be designated and known as the “Maintenance Fund”, which maintenance charge and assessment will be paid by the owner or owners of each lot to the Association in advance. ~~The first assessment in the amount of Three Hundred Sixty Dollars (\$360.00) shall be due and payable on the date that is determined by the Declarant, which date shall be no later than thirty six (36) months after acceptance of the Addition by the City.~~ The amount at which each lot will be assessed will be determined annually by the Board of Directors of the Association at least thirty (30) days in advance of the due date for each assessment. The assessment may be increased for each succeeding twelve (12) month period by the Board of Directors by an amount equal to not more than twenty percent (20%) of the assessment which could have been made without a vote of the membership in the case of the previous twelve (12) month period. The assessment may be increased for each succeeding twelve (12) month period to an amount in excess of twenty percent (20%) of the assessment for the previous twelve (12) month period by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

NORTHWOOD HOA

~~(B) When the assessment is computed for Lots, all or a portion of such assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:~~

~~(i) When the Lot is owned by a Class A Member the full assessment shall be payable.~~

~~(ii) When the Lot is owned by a Class B Member one half (1/2) of the assessment shall be payable for the first year of ownership. All Assessments thereafter shall be payable in full.~~

Section 6.1 - Remove declarant right to change easements for construction.

Original:

Section 6.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are and shall be reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and, ownership of utility service lines from the property lines to the residences. The Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Proposed:

Section 6.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are and shall be reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and, ownership of utility service lines from the property lines to the residences. ~~The Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.~~ By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 6.15 Amendment - remove the declarant joinder requirement for amendments.

Original:

Section 6.15 Amendment. At any time, the owners of the legal title to sixty-six percent (66%) of the lots on the Property (as shown by the Real Property Records of the County) may amend the covenants, conditions, restrictions and agreements that are set forth herein by recording an instrument containing such amendments, except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of the Declarant. **Notwithstanding any of the foregoing provisions of this Declaration, the provisions in this Declaration with respect to the duty of the Association to maintain the Common Areas, the assessment procedures and all the rights extended to the City with respect to the Common Areas, shall not be revoked or amended without the additional approval of a majority of the then members of the City Council of the City.**

Proposed:

Section 6.15 Amendment. At any time, the owners of the legal title to sixty-six percent (66%) of the lots on the Property (as shown by the Real Property Records of the County) may amend the covenants, conditions, restrictions and agreements that are set forth herein by recording an instrument containing such amendments, ~~except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of the Declarant.~~ Notwithstanding any of the foregoing provisions of this Declaration, the provisions in this Declaration with respect to the duty of the Association to maintain the Common Areas, the assessment procedures and all the rights extended to the City with respect to the Common Areas, shall not be revoked or amended without the additional approval of a majority of the then members of the City Council of the City.

APPENDIX B - PROPOSED BYLAW AMENDMENT

Section	Description/Purpose
7.02	Allow for email notifications for board meetings

Section 7.02 – Allow for electronic notifications of Board meetings to directors

Original:

Section 7.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail, telephone, telegraph or facsimile communication equipment not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Proposed:

Section 7.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail, telephone, telegraph, email, or facsimile communication equipment not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

APPENDIX C

ITEM 3: PROPOSED CC&R AMENDMENTS

Section	Purpose/Description
1.6(A)	Clarify visibility requirements for placement of allowed items
1.6(C)	Clarification on vehicle specifications for overnight parking in driveway
1.6(E)	Eliminate pick-ups with attached bed campers
1.6(S)	Address need to not alter grading plans approved since original plan
1.6(T)(e)	Allow for roofing company signs while work is being done
1.11(D)	Remove section as setback is not required by pipeline company
1.18 (A,B)	Delete section A regarding maintenance by HOA, delete B, and move into body
1.21	Delete entire section of Association maintaining the gabions on Lots 28-30, Block A
1.23	Delete entire section allowing permanent access to Lots 28-30, Block A from Meadowview Dr.
2.3	Add sub-section as (D) that does not require approval if maintenance or repairs are materially similar to current; re-letter subsequent sub-sections
4.3(A)	Remove Lot 30X in Block A as common area
4.3(B)	Remove 12' utility/ingress-egress easement on Lot 17, Block A as common area
4.3(D)	Remove 16' drainage and utility easement between Lot 14 and 35, Block A as common area
4.3(E)	Remove adjacent areas between curb and sidewalk at main entry at Ashwood up to the southern right of way of Hidden Springs Drive and Hidden Springs Circle.
4.3	Re-letter current sub-section C to A and current sub-section E to B

Section 1.6 (A) – clarify visibility requirements for placement of allowed items

Original:

(A) No temporary or permanent dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any lot. The builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of the residence on that lot, up to a maximum of one year, or the term of construction, whichever is shorter. Children’s playhouses, dog houses, greenhouses, gazebos and one building for storage of lawn maintenance equipment, up to a maximum of 80 square feet floor area, and 8 feet in height may be placed on a lot only in places which are not visible from any street on which the lot fronts.

Proposed:

(A) No temporary or permanent dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any lot. The builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of the residence on that lot, up to a maximum of one year, or the term of construction, whichever is shorter. Children’s playhouses, dog houses, greenhouses, gazebos and one building for storage of lawn maintenance equipment, up to a maximum of 80 square feet floor area, and 8 feet in height may be placed on a lot only in places which are not visible from ~~any street on which the lot fronts~~ either corner of the house on which the lot fronts.

Section 1.6 (C) – Clarification on vehicle specifications of overnight parking in driveway

Original:

(C) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property.

Proposed:

- (C) Trucks with tonnage in excess of one (1) ton, trucks in excess of the Federal Highway Administration class 3 classification, trucks with modified beds, i.e. trucks with campers/shells/slide-ins, box trucks, or flat beds and any vehicle with ~~painted or permanently adhered~~ advertisements shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property.

Section 1.6 (E) - Removal of pick-up trucks with campers

Original:

(E) No vehicles or similar equipment shall be parked or stored on or within a lot in an area visible from any street, except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. Such vehicles are only allowed to be parked on public streets for periods not exceeding forty- eight (48) consecutive hours. No inoperable cars or vehicles of any type or nature may be kept or situated on the Property.

Proposed:

(E) No vehicles or similar equipment shall be parked or stored on or within a lot in an area visible from any street, except passenger automobiles, passenger vans, motorcycles, pick-up trucks ~~and pick up trucks with attached bed campers~~ that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. Such vehicles are only allowed to be parked on public streets for periods not exceeding forty- eight (48) consecutive hours. No inoperable cars or vehicles of any type or nature may be kept or situated on the Property.

Section 1.6 (S) - Address the fact that the approved grading plan from original construction has been altered over the years, and that future changes should not impact changes to the grading plan that have happened subsequent to original plan.

Original:

(S) The general grading, slope and drainage plan of a lot must closely follow the final approved grading plan as prepared by Dowdey, Anderson & Associates, Inc. the engineer. It may not be altered without the prior approval of the Declarant, the City and all other appropriate agencies having authority to grant such approval.

Proposed:

(S) The general grading, slope and drainage plan of a lot must closely follow the final approved grading plan as prepared by Dowdey, Anderson & Associates, Inc. the engineer and subsequent approved alterations to the grading plan. It may not be altered without the prior approval of the Declarant, the City and all other appropriate agencies having authority to grant such approval. Alterations may not have a negative impact on the drainage of other lots.

Section 1.6 (T) (e) - Allow for contractor signs

Original:

- (T) No sign of any kind shall be displayed to public view on any lot except the following:
(e) signs used by a builder to advertise the property during the construction and sales period; and

Proposed:

- (T) No sign of any kind shall be displayed to public view on any lot except the following:
- (e) Contractor signs ~~used by a builder to advertise the property during the construction and sales period~~ not to exceed two (2) weeks; and

Section 1.11 (D) –DELETE this as the setback is not required by the pipeline company.

Original:

- (D) The side yard setback for Lot 1 in Block A is thirty-five (35) feet measured from the western line of the existing fifty (50) foot Sinclair Pipeline Company gas pipeline easement indicated on the Final Plat.

Section 1.18 – DELETE this section and return private property to homeowner control.

Original:

Section 1.18 Emergency Access Easement for Lot 17 Block A. The twelve (12) foot utility/ingress-egress easement located on Lot 17 adjacent to the Lot 17/18 property line in Block A is for emergency services vehicle access only and is subject to the following:

- (A) The easement will be maintained by the Homeowner’s Association (as later defined herein).
- (B) Fences may be constructed and maintained by the homeowners of Lots 17 and 18 of Block A up to the easement limits in accordance with the fencing standards detailed herein.

Section 1.21 – DELETE this section and return private property to homeowner control.

Original:

Section 1.21 Gabions on Lots 28.29 and 30 Block A. The gabions to be constructed by the Declarant within the drainage easement running through Lots 28 through 30 in Block A indicated on the plat will be maintained by the Homeowner’s Association.

Section 1.23 – DELETE this section

Original:

Section 1.23 Meadowview Access for Specific Lots. Declarant reserves the right to allow permanent access to Lots 28 through 30 in Block A from Meadowview Drive.

Section 2.3 – Authority – add clarification that approval is not required for maintenance and repairs provided there are no changes to quality, color, appearance, or placement of said repairs or maintenance. Also allow for verbal communication of such from one representative.

Original:

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be

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commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to all of the following:

- (A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;
- (B) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots on the Property; and
- (C) The other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

Proposed:

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a representative of the HOA ~~majority of the members of the Committee~~ as to all of the following:

- (A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;
- (B) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots on the Property; and
- (C) The other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.
- (D) No approval is required if alterations or maintenance are substantially similar to existing materials being replaced, including color, quality, design, placement, and workmanship.

Section 4.3 - Remove property from common area designation

Original:

Section 4.3 Purposes and Maintenance of Common Areas. The Association shall use the proceeds of the Maintenance Fund for the current cost and to create a reserve fund to pay for the future cost of and shall be responsible for providing for the continuous and perpetual operation, maintenance and repair of landscape systems, features and elements, landscape irrigation systems, screening walls, fences, subdivision entryway features and all other physical facilities and grounds that may be installed and/or constructed by the Declarant in the areas that are designated as:

- (A) Lot 30X in Block A;
- (B) Twelve (12) foot Utility/Ingress-Egress Easement located on Lot 17 in Block A;
- (C) The Wall Maintenance and Landscape Easement (W.M.LE.) locations along F.M. Road No. 2181 as shown on the Final Plat;
- (D) Sixteen (16) foot drainage and utility easement located between Lot 34 and Lot 35 in Block A.

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(E) The twelve (12) foot median and adjacent irrigated areas at the main entry at Ashwood and FM Road No.2181 within the right of way of Ashwood up to the southern right of way of Hidden Springs Drive and Hidden Springs Circle.

All of the areas that are to be dedicated to and/or maintained by the Association are hereinafter collectively called the "Common Areas."

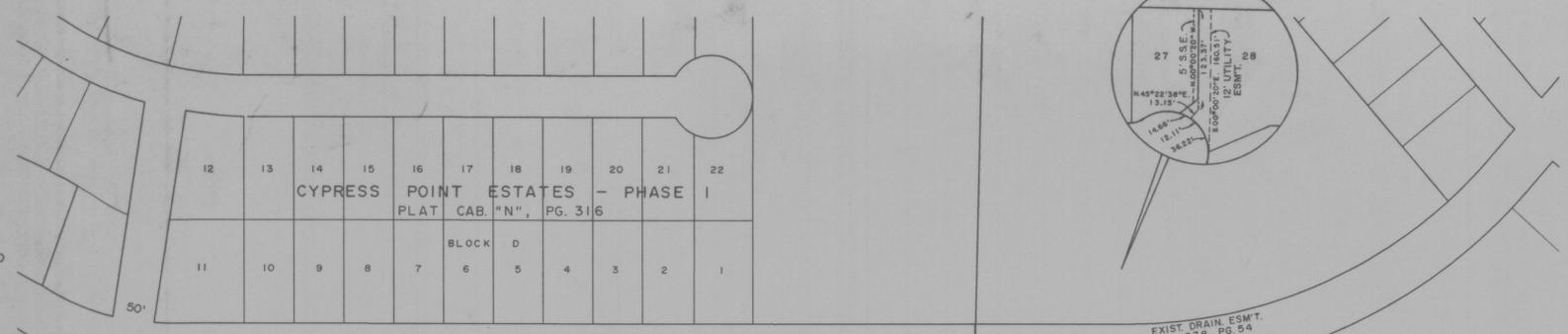
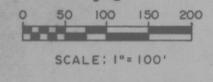
Proposed:

Section 4.3 Purposes and Maintenance of Common Areas. The Association shall use the proceeds of the Maintenance Fund for the current cost and to create a reserve fund to pay for the future cost of and shall be responsible for providing for the continuous and perpetual operation, maintenance and repair of landscape systems, features and elements, landscape irrigation systems, screening walls, fences, subdivision entryway features and all other physical facilities and grounds that may be installed and/or constructed by the Declarant in the areas that are designated as:

- (A) ~~Lot 30X in Block A;~~
- (B) ~~Twelve (12) foot Utility/Ingress-Egress Easement located on Lot 17 in Block A;~~
- (C) The Wall Maintenance and Landscape Easement (W.M.LE.) locations along F.M. Road No. 2181 as shown on the Final Plat;
- (D) ~~Sixteen (16) foot drainage and utility easement located between Lot 34 and Lot 35 in Block A;~~
- (E) ~~The twelve (12) foot median at the main entry at Ashwood and FM Road No. 2181. -and- adjacent irrigated areas at the main entry at Ashwood and FM Road No.2181 within the right of way of Ashwood up to the southern right of way of Hidden Springs Drive and Hidden Springs Circle.~~

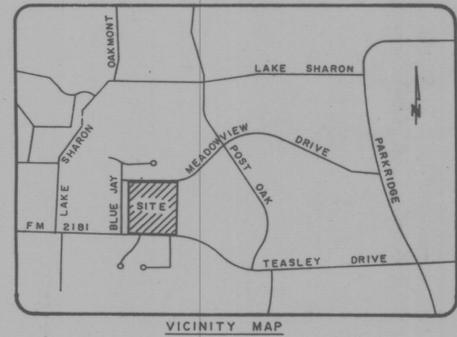
All of the areas that are to be dedicated to and/or maintained by the Association are hereinafter collectively called the "Common Areas."

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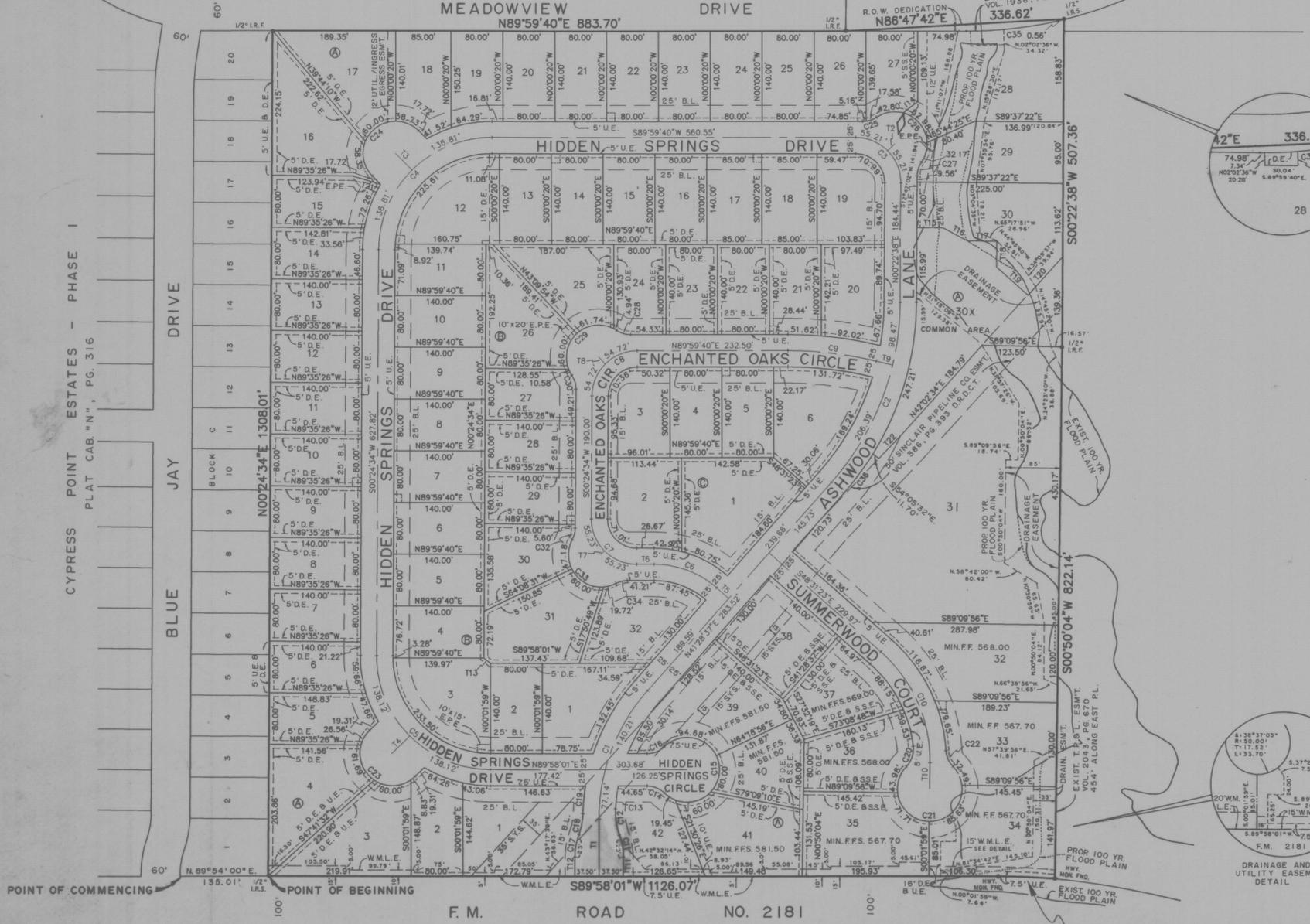
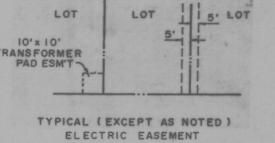


LINE	LENGTH	BEARING
T1	88.71	S00°01'59\"E
T2	15.14	S45°11'09\"W
T3	36.37	S44°47'53\"E
T4	37.96	N45°11'17\"E
T5	26.87	S48°31'23\"E
T6	26.87	S89°39'40\"W
T7	8.06	N45°12'07\"E
T8	14.55	S44°47'53\"E
T9	25.78	S78°20'52\"E
T10	40.54	N00°30'04\"E
T11	30.00	S00°01'59\"E
T12	30.00	S00°01'59\"E
T13	12.70	N52°05'08\"W
T14	28.78	S82°13'43\"W
T15	40.00	N89°37'22\"W
T16	43.15	N62°00'30\"W
T17	45.00	N89°37'22\"W
T18	40.00	N00°22'38\"E
T19	65.00	S47°31'45\"E
T20	80.00	N42°08'15\"E
T21	45.15	N73°35'14\"W
T22	51.69	N43°31'33\"E

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	41°30'37\"	300.00'	113.69'	217.35'	S20°43'19\"W 212.62'
C2	41°08'00\"	425.00'	159.37'	304.86'	N20°55'38\"E 298.37'
C3	90°22'58\"	70.00'	70.47'	110.42'	N44°48'51\"W 99.33'
C4	88°35'06\"	175.00'	173.74'	273.82'	S45°12'07\"W 248.59'
C5	80°28'33\"	175.00'	176.38'	276.24'	S44°48'43\"E 248.44'
C6	41°28'58\"	145.78'	55.21'	105.55'	N89°15'51\"W 103.28'
C7	80°24'54\"	70.00'	70.51'	110.46'	S44°47'53\"E 99.35'
C8	88°35'06\"	70.00'	69.49'	109.45'	S45°12'07\"W 98.64'
C9	13°39'29\"	571.98'	69.17'	137.88'	N83°03'36\"W 137.38'
C10	49°21'26\"	225.00'	103.39'	193.83'	N23°39'39\"W 187.89'
C11	20°07'21\"	100.00'	17.74'	35.12'	N10°05'40\"W 34.84'
C12	23°25'52\"	100.00'	20.74'	40.80'	S08°26'24\"E 40.61'
C13	07°28'28\"	275.00'	17.88'	35.72'	S06°59'46\"W 35.69'
C14	44°09'01\"	38.50'	15.61'	29.67'	N67°57'28\"W 28.94'
C15	26°81'03\"	50.00'	51.81'	234.14'	N00°01'59\"W 71.75'
C16	44°39'01\"	38.50'	15.61'	29.67'	N67°57'28\"W 28.94'
C17	20°28'14\"	100.00'	18.07'	35.76'	S10°23'38\"W 35.57'
C18	18°57'52\"	100.00'	16.70'	33.10'	N10°58'19\"E 32.95'
C19	07°33'28\"	325.00'	21.47'	42.87'	S05°16'07\"W 42.84'
C20	50°03'12\"	38.50'	17.97'	33.63'	N18°48'41\"E 32.57'
C21	26°75'35\"	50.00'	51.81'	233.81'	N89°52'30\"E 71.98'
C22	40°33'30\"	38.50'	14.23'	27.25'	S23°48'34\"E 26.89'
C23	180°00'00\"	50.00'	157.08'	157.08'	S44°48'43\"E 100.00'
C24	180°00'00\"	50.00'	157.08'	157.08'	S45°12'07\"W 100.00'
C25	33°50'56\"	38.50'	11.72'	22.74'	N73°04'12\"E 22.42'
C26	158°04'51\"	50.00'	258.20'	137.95'	N44°48'51\"W 98.18'
C27	33°50'56\"	38.50'	11.72'	22.74'	S17°18'08\"W 22.42'
C28	33°50'56\"	38.50'	11.72'	22.74'	S73°04'52\"E 22.42'
C29	157°16'59\"	50.00'	248.90'	137.26'	S45°12'07\"W 98.04'
C30	33°50'56\"	38.50'	11.72'	22.74'	N16°30'54\"W 22.42'
C31	27°30'02\"	38.50'	9.42'	18.48'	S76°14'39\"W 18.30'
C32	27°30'02\"	38.50'	9.42'	18.48'	S76°14'39\"W 18.30'
C33	145°24'59\"	50.00'	160.61'	126.90'	S44°47'53\"E 95.48'
C34	27°30'02\"	38.50'	9.42'	18.48'	S76°14'39\"W 18.30'
C35	13°49'03\"	630.00'	78.34'	151.83'	N83°05'08\"E 151.56'
C36	09°37'27\"	450.00'	37.86'	75.59'	N36°39'54\"E 75.90'



LEGEND
 B.L. = BUILDING LINE
 I.R.F. = IRON ROD FOUND
 I.R.S. = IRON ROD SET
 R.O.W. = RIGHT-OF-WAY
 H.O.A. = HOME OWNERS ASSOCIATION
 D.E. = DRAINAGE EASEMENT
 U.E. = UTILITY EASEMENT
 E.P.E. = ELECTRICAL PAD EASEMENT
 S.Y.S. = SIDE YARD SETBACK
 MIN.F.F. = MINIMUM FINISHED FLOOR ELEVATION
 FOR SANI SEWER TO FRONT OF LOT
 W.M.L.E. = WALL MAINTENANCE AND LANDSCAPE EASEMENT
 DENOTES STREET NAME CHANGE
 S.S.E. = SANITARY SEWER EASEMENT
 NOTE: COMMON AREAS TO BE MAINTAINED BY H.O.A.



Delta=04°12'30\"
 R=1195.92'
 T=43.94'
 L=87.84'
 Chd=N87°55'44\"W 87.82'

80 RESIDENTIAL LOTS
 1 COMMON AREA

FINAL PLAT NORTHWOOD
 AN ADDITION TO THE CITY OF CORINTH
 B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153
 DENTON COUNTY, TEXAS
 JULY, 1999 SCALE: 1\"/>

FILED FOR RECORD - JULY 30, 1999 - PLAT CAB. 'Q', PGS 265 & 266

Cody Collier

From: Cody Collier
Sent: Monday, June 20, 2016 10:40 AM
To: Cody Collier
Subject: FW: Northwood HOA Request

From: Jim McLaughlin [mailto:james815m@gmail.com]
Sent: Monday, June 06, 2016 4:08 PM
To: Cody Collier <Cody.Collier@cityofcorinth.com>
Cc: Frank Knapp <fdknapp@centurytel.net>; Dave <flier7161@aol.com>; Smith Danny L <danny.smith2@verizon.com>; Carter Low <Carter.Low@DentonCMG.com>
Subject: Northwood HOA Request

Cody Collier
Assistant Director
City of Corinth, Public Works Dept.

June 6, 2016

Thank you for the time you spent with us to discuss the changes made and approved by the homeowners of the Northwood HOA CC&R's in 2014. We were unaware at the time that changes to "Common Areas" needed approval by the Corinth City Council before they can take effect.

Per the CC&R's the last line of the Section 6.15 Amendment states;

"Notwithstanding any of the foregoing provisions of this Declaration, the provisions in this Declaration with respect to the duty of the Association to maintain the Common Areas, the assessment procedures and all the rights extended to the City with respect to the Common Areas, shall not be revoked or amended without the additional approval of a majority of the then members of the City Council of the City."

We are asking you by this email to schedule on the Corinth City Council agenda on or about the second regular meeting in July 2016 to have these changes finalized.

- A. Lot 30X in Block A in now known as the City of Corinth, "Naughton Park". This property is officially owned and operated by the City of Corinth. With maintenance as to mowing, edging, weed control and trimming of the trees and hedges that line the southeast edge of the park property.
- B. The 12' foot Utility Ingress & Egress Easement on Lot 17 Block A was agreed to by the owner to continue maintaining it as he has since purchasing the property.
(Exhibit of a signed letter of property owner)
- C. No changes to item C. The HOA will continue to do, "Wall Maintenance and Landscape Easement (W.M.L.E.) along the FM-2181 as shown on the final plat.
- D. Eliminate the 16' foot drainage and utility easement located between lot 34R and 35R in Block A.

E. The Northwood HOA will continue to maintain the 12' foot median (island) entryway at Ashwood Lane and FM-2181 entrance.

The HOA will no longer consider the the east or west side of Ashwood Lane between FM-2181 and Hidden Springs Dr and Hidden Springs Circle, Common Area.

Since the changes to our common areas is the only concern to the City of Corinth, we ask for your support and approval for the Red Lined changes approved by our homeowners to Section 4.3 of the CC&R's.

Once Again, Thank you for your assistance in getting this issue resolved.

Jim McLaughlin
President
President
Northwood HOA

Frank Knapp
Past

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Human Resources Director

Submitted For: Guadalupe Ruiz, Director

Submitted By: Guadalupe Ruiz, Director

Finance Review: Yes

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act upon the adoption of the proposed City of Corinth 2016 Personnel Policy Manual as presented herein.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth Personnel Manual in its current version was adopted by the City Council in 2001. The City Council approved revisions to specific sections in 2009, 2012 and 2013.

The proposed revisions are a result of a comprehensive review of the Manual intended to update our policies in accordance with changes in the law, and to also clarify and reword policies to ease interpretation. Revisions include eliminating / adding leave benefits in order to be comparable with our Market Cities and offer competitive benefits. These changes have been reviewed by Legal and a Review Committee comprised of City Staff. The revisions were previously presented to the City Council in a workshop session on June 2, 2016. Staff incorporated Council’s revisions into the final proposed Manual to be presented for City Council adoption on July 21, 2016.

The attachments include the revised Personnel Policy Manual. New proposed verbiage is indicated by dark red underlined font. Verbiage proposed to be eliminated shows as struck in blue. The additional proposed revisions since the Council workshop on June 2, 2016 are highlighted in yellow. They include input from the City Council, staff, and legal. Included is also a Summary providing a brief explanation of the proposed revisions to the Personnel Policy Manual and the corresponding pages.

Staff would like to present the proposed final revision for City Council approval. Once Council deliberates and adopts the revised Manual, the Human Resources staff will schedule meetings to communicate the approved revisions to all City employees. Each employee will receive the revised Manual and will sign a document acknowledging receipt and understanding and agreement to abide by the policies. This acknowledgement will be kept in each employee’s personnel file.

RECOMMENDATION

Staff recommends adoption of the revised Personnel Policy Manual with an effective date of October 3, 2016.

Fiscal Impact

Source of Funding: N/A

FINANCIAL SUMMARY:

N/A

Attachments

- Revisions Summary
- Personnel Policy with Revisions
- Proposed Personnel Policy Manual

Summary of Personnel Policy Manual Proposed Revisions

Below is a summary providing a brief explanation of the proposed revisions to the Personnel Policy Manual. The additional proposed revisions since the Council workshop on June 2, 2016 are highlighted in yellow. They include input from the City Council, staff, and legal.

All Sections - Throughout the revised Manual, the following changes are proposed:

- Incorporate applicable portions of Section 16 (Fire Department) into the respective sections to eliminate duplication and maintain uniformity with current procedures (highlighted gray on the document)
- Remove references to the Fire Department Board of Directors
- Replace Personnel Director with Human Resources Director as the more accurate title
- Replace Personnel Office with Human Resources Office
- Replace Department Head with Department Director
- Replace specific terms for consistency (e.g., replace “discharge” with “termination”)
- Add consistent language throughout all sections (e.g., definition of child)
- Replace specific terms to more accurately reflect the intent of the policy
- Provide clarification of the policy
- Revise formatting

Section 3 Equal Employment Opportunity Policy & Reporting Procedures

Pages 6-8

Lines 97-217

1. Per legal advice, include language mandated by House Bill 1151 (84th Texas Legislative Session, 2015) regarding the protection of volunteers and unpaid interns from harassment and discrimination (lines 99-100).
2. Section 3.B (lines 130-150) - Include a sub section regarding Unlawful Discrimination and Harassment.
3. Section 3.D.a (lines 192-200) – Clarify the reporting procedures for harassment and extend the reporting period to 14 calendar days.
4. Section 3.D.b (lines 205-208) – Remove language that may be interpreted as an impediment to complaint reporting.

Section 4 Employment and Selection

Pages 8-13

Lines 220-416

1. Include language from the Fire Department Section (16). Remove references to outdated Fire Department sections (e.g., Board of Directors) and replace Personnel Director with Human Resources Director as the more accurate title.
2. Section 4.D.3 (lines 308-310) – Per legal advice, include language that explains which positions are considered “safety sensitive” with respect to pre-employment drug testing and the consequences of not passing it.
3. Section 4.E.1 (lines 362-366) – Revise the posting requirement of Fire Department promotions to be consistent with current procedures.
4. Section 4.E.5 (lines 380-381) – Include language to clarify that Public Safety departments will administer promotional testing.
5. Section 4.F (lines 408-410) – Add clarification that the City will comply with the provisions of the Patient Protection and Affordable Care Act (PPACA) when determining eligibility for insurance benefits.

Section 5 Orientation and Training

Pages 13-15

Lines 419-514

1. Include language from the Fire Department Section (16). Remove references to outdated Fire Department sections (e.g., Board of Directors), replace Personnel Director with Human Resources Director, replace Personnel Office with Human Resources Office, and replace Department Head with Department Director.

Section 6 General Work Rules

Pages 15-20

Lines 517-754

1. Section 6.A.1.d (lines 536-538) – Eliminate outdated statement regarding City business hours.
2. Section 6.A.1.h (lines 550-564) – Per legal advice, add a sub section on reasonable breaks for nursing mothers to comply with the Americans with Disabilities Act (ADA) and add the language mandated by House Bill 786 (84th Texas Legislative Session, 2015) regarding the requirement to provide a space other than a restroom for an employee as needed that is shielded from view and free from intrusion from co-workers or the public.
3. Section 6.B.2.d (lines 616-617) – Per legal advice, clarify that City employment shall take priority over outside employment.

4. Section 6.B.3 (lines 620-621) – Per legal advice, add a provision that Sworn Police and Fire Department employees shall refer to department specific policies regarding outside employment.
5. Section 6.E.2.b (lines 699-700) – Per legal advice, revise to ensure compliance with policy intent.
6. Section 6.H (lines 735-754) – Add a sub section including the Employee Weapons Policy to comply with recent changes to Texas law.

Section 7 Drug Free Workplace

Pages 20-22

Lines 757-860

1. Section 7.B.2.c (lines 804-806) – Include language regarding employee’s responsibility of notifying supervisor of the use of prescription or other drugs in writing as well as the responsibilities of the supervisor.
2. Section 7.D.1 (lines 826-829) – Per legal advice, include language that explains which positions are considered “safety sensitive” with respect to pre-employment drug testing.
3. Section 7.D.2 (lines 836-839) – Per legal advice, add language that the supervisor shall discuss the matter with the HR Director in post-accident testing cases.
4. Section 7.D.3 (lines 841-847) – Per legal advice, add clarification language regarding reasonable suspicion and responsibilities of the supervisor.
5. Section 7.D.4 (lines 850-855) – Per legal advice, clarify that the DOT regulations apply to employees with a CDL. Revise sub section to be more generic and not specifically reference the name of the software used for selecting employees for random drug testing.

Section 8 ~~Conflict of Interest~~ Code of Ethics

Pages 22-24

Lines 863-961

1. Per legal advice, change the title section to the more encompassing “Code of Ethics” term. Conflict of Interest still remains as a separate sub section 8.D.
2. Section 8.E.3 (line 941) - add step child to definition of immediate family member to be consistent with the definition of the Texas Government Code.

Section 9 Compensation

Pages 25-30

Lines 964-1209

1. Include language from the Fire Department Section (16). Remove references to outdated Fire Department sections (e.g., Board of Directors), replace Personnel Director with Human Resources Director, replace Personnel Office with Human Resources Office, and replace Department Head with Department Director.
2. Section 9.C.1.a (lines 990-991) and 9.C.1.c (lines 998-1002) – Include language that explains the work periods and overtime wages for designated police and fire department personnel.
3. Section 9.C.2.c (lines 1013-1015) – Replace revised definitions of types of leave to be consistent throughout the Manual and list the types of leave that count as hours worked toward the calculation of overtime.
4. Section 9.D.2.c (lines 1126-1127) – Eliminate wording to be in accordance with current practices.
5. Section 9.G (lines 1175-1177) – Change the wording in accordance with current practices to issue longevity pay checks on the Wednesday before Thanksgiving (one week earlier).
6. Section 9.H.3 (lines 1193-1200) – Add the applicable accruals from the Fire Department section and restrict the payout of unused sick leave to only employees that have worked a minimum of 5 years and are separating in good standing with a two-week notice.
7. Section 9.H.4 (lines 1202-1203) – Restrict the use of accrued leave in the last two weeks, requiring approval of the City Manager.
8. Section 9.H.5 (lines 1205-1209) – Per legal advice, add language regarding replacement cost of unreturned property and pay deductions, if applicable.

Section 10 Discipline

Pages 30-33

Lines 1212-1362

1. Section 10 (lines 1212-1362) – Change all references to “warnings” to “reprimands” to provide consistency with the language used for Public Safety employees. Per legal advice, include additional language to have a more comprehensive policy.
2. Section 10.C.2 (lines 1247-1252) – Include clarifying language regarding discipline of supervisors and Department Directors and the City Manager’s authority.
3. Section 10.D (lines 1254-1341) – Revise entire section to clarify the process to be followed for each form of disciplinary action.

4. Section 10.D (lines 1267-1268) – Remove statement regarding allowing removal of disciplinary documents from the employee’s file. All disciplinary documents are kept in the employee’s file.

Section 12 Leave Policies

Pages 34-44

Lines 1392-1844

1. Section 12.B (lines 1398-1437) – Propose to change the vacation annual accrual to be comparable with our Market Cities and offer competitive benefits to support our strategic goals. The benefit survey from 2013 showed that 9 of the 12 (75%) surveyed cities provide our current accruals at the proposed tiers. The proposed revision would make employees eligible for the 3rd accrual tier at 10 years vs. 15 years of service. This section also includes some language to provide clarification of the policy.
2. Section 12.C.1 (lines 1441-1446) – Include the definition of immediate family member as applied to the sick leave section only.
3. Section 12.C.2 (lines 1448-1463) – Propose to change the sick accrual from 64 hours to 96 hours; and the maximum accrual from 520 hours to 720 hours to be comparable with our Market Cities and offer competitive benefits to support our strategic goals. The benefit survey from 2013 showed that 7 of the 12 (58%) surveyed cities provide 96 hours of sick leave a year (the mode) for General Government employees. The average annual sick leave accrual amount was 94.7 hours for General Government employees; and 6 (50%) of the cities provide no maximum accrual for all employees. The average maximum sick leave accrual for General Government employees, among the six cities that provided a maximum for their employees, was 814 hours. This section also includes proportional accruals for 56 hour per week Fire Department employees. The proposal is to change their sick accrual from 120 hours to 144 hours; and the maximum accrual from 730 hours to 1010 hours.
4. Section 12.C.3 (lines 1465-1468), Section 12.C.5 (lines 1476-1482), Section 12.C.7 (Line 1486) – Revise language to provide clarification of the policy.
5. Section 12.C.8 (lines 1488-1497) – Provide a statement regarding what would constitute sick leave abuse.
6. Section 12.C.9 (lines 1498-1501) – Restrict employees from working secondary jobs while using sick leave.
7. Section 12.D (lines 1534-1567) – Revise language to provide clarification of the holidays policy and to remove the number of hours accrued as maximum floating holiday per year to ease the administration of the policy.
8. Section 12.E (lines 1569-1589) – Change “Emergency Leave” to “Bereavement Leave” for clarification and to be consistent with the more standard term. Add clarifying language

to the definition of immediate family member. Add language to allow employees to extend approved bereavement leave by using other accrued leave with Department Director's approval.

9. Section 12.E.3 (line 1577) – Avoid misinterpretation of the duration of the benefit (exactly 24 hours).
10. Section 12.F (lines 1591-1598) – Propose to eliminate the Personal Leave hours for nonexempt employees.
11. Section 12.G (lines 1606-1626) – Per legal advice, add pertinent definitions and explain the period used to determine eligibility for FMLA.
12. Section 12.H (lines 1703-1734) – Per legal advice, add clarification and definitions to comply with the revised FMLA regulations pertaining to military exigency and military caregiver leave.
13. Section 12.I (lines 1736-1740, 1750-1756) – Change “Jury Service” to the more encompassing “Civil Leave” term; clarify situations in which it will apply as a benefit and outline employee's responsibilities in submitting documentation that supports the leave.
14. Section 12.K (lines 1758-1844). Remove this section as the Leave Pool has been inactive for a long period of time because employees do not seek to participate in it.

Section 13 Workers' Compensation

Pages 44-45

Lines 1846-1893

1. Section 13.B.3 (lines 1863-1865) – Revise language to clarify specific positions to be contacted with information regarding injuries and remove outdated language regarding roles.
2. Section 13.B.4 (lines 1867-1871) – Revise language to be in compliance with the ADA and clarify the return to work process.
3. Section 13.B.6 (lines 1876-1878) - Add language that references the approved Temporary Modified Duty Assignments Procedure.
4. Section 13.B.7 (lines 1882-1886) - Clarify how the policy is to be administered with respect to secondary employment and that employees need to obtain prior approval.
5. Section 13.C.1 (lines 1890-1897) – Add language that clarifies how the monetary benefits will be administered in accordance with City policies and that employees will not receive more paid benefits than their base salary.
6. Section 13.C.2 (lines 1899-1902) – Specify the expectations for availability of employees on workers' compensation leave.

Section 14 Employee Benefits

Page 45

Lines 1905-1929

1. Since the revisions include a proposed increase of annual sick leave accruals, initially, the proposed changes also included eliminating the Short-Term Disability benefit (line 1917) as a City-paid benefit. However, this benefit is intended to be offered as contributory.

Section 15 Vehicle Use Policy

Pages 46-53

Lines 1932-2276

Convert the entire section from the Arabic numerals format to the format used throughout the Manual.

1. Section 15.C.2 (lines 1979-1985) – Designate HR as the responsible department to coordinate the driver license check *through the City’s vendor* because, per statute, the Police Department is not to disseminate Driver License information obtained from TLETS system. Per legal advice, revise language to only apply to employees in “safety sensitive” positions and those that have a direct impact on the public’s or fellow employees’ health, safety, and welfare through products or services provided by the City. Anything more restrictive could be deemed a Constitutional violation for unreasonable search.
2. Section 15.C.5 (lines 2007-2011) – Include language to clarify reporting procedures regarding self-disclosure of any loss or limitation in driver license status, arrests, convictions, etc.
3. Section 15.E.1.c (lines 2052-2055) – Per legal advice, add language to clarify transportation of non-City persons in City vehicles when travelling to or from work or City related business.
4. Section 15.E.2.b (line 2101) – Revise the reasonable response time to be consistent with Section 6.F.2 (line 715).
5. Section 15.E.2.d (lines 2116-2122) – Per legal advice, add language to clarify transportation of non-City persons in City vehicles when travelling to or from work or City related business.
6. Section 15.H.3 (lines 2260-2269) – Revise the list of positions appointed to the City Vehicle Accident Review Board.

Section 16 Fire Department

Pages 53-57

Lines 2279-2462

1. Incorporate all stand-alone sections in the respective sections of the Manual. Remove all references to the Fire Board of Directors since there is no longer a Board and all personnel is employed by the City of Corinth.
2. Section 16 (lines 2297-2300) – Per legal advice, add language that all disciplinary actions shall be taken in accordance with the Texas Government Code and discussed with the HR Director.

Section 17 Police Department

Pages 57-59

Lines 2465-2537

1. Section 17.A.3 (lines 2508-2512) – Per legal guidance, add language that all disciplinary actions shall be taken in accordance with the Texas Government Code and discussed with the HR Director.

City of Corinth



Personnel Policy Manual

ORDINANCE NO. 01-03-15-07

APPROVED MARCH 15, 2001

LAST REVISION ~~NOVEMBER 26, 2013~~ JULY 21, 2016

~~PROPOSED DATES:~~

~~Workshop: June 2, 2016~~

~~Approval: July 21, 2016~~

Effective: October 3, 2016

Personnel Policy Manual

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1
2
3 **Section 1 Introductory Statement**
4

5 A. Policy
6

7 It is the policy of the **City of Corinth** to maintain a Personnel Policy ~~or Procedure~~ Manual (referred
8 to as the Manual) to inform all employees of applicable policies and procedures. Further, it is the
9 responsibility of all employees, especially supervisors, to **see-ensure** that the policies and
10 procedures are followed. Also, please be advised that no Personnel Policy ~~or Procedure~~ Manual
11 can anticipate every circumstance or question about policy and procedures. The contents of this
12 Manual are not intended, and should not be construed, as creating any contractual rights.
13

14 B. Questions
15

16 Employees who have questions regarding how a policy pertains to ~~your~~ their particular situation
17 should consult their supervisors or the ~~Personnel~~ Human Resources Director or Representative.
18

19 C. Objectives
20

21 The objectives of the Manual are as follows:
22

- 23 1. To ensure uniform understanding and application of the City's Personnel policies and
24 procedures.
- 25 2. To identify the authority and responsibility for administering Personnel policies and
26 procedures.
- 27 3. To standardize the handling of recurring Personnel administration matters.
28
- 29 4. To provide a basis for informing and counseling employees as well as training supervisors
30 in Personnel administration.
31
32
33

34 D. Official Policy-
35

36 This ~~the~~ Manual contains the approved Personnel policies and procedures for the City. The contents
37 have been approved by the City Manager and City Council. The ~~the~~ Manual is intended to serve as
38 a primary medium of communication to inform management, supervisors, and employees
39 regarding standard Personnel matters. These policies apply to all Personnel of the City of Corinth.
40 This Manual supersedes all previous manuals, agreements, policies and procedures, whether
41 written or oral, expressed or implied, relating to employment, and shall not be changed or subject
42 to change orally.
43

44 E. Responsibilities-
45

46 Individual responsibilities regarding Personnel, policies and ~~P~~procedures are outlined herein.

- 47
- 48 1. The City Manager or designee will administer and maintain an up to date ~~m~~Manual. The
- 49 City Manager may also issue additional directives and/or associated procedures to amplify
- 50 or clarify the policies outlined herein.
- 51
- 52 2. The ~~Personnel~~Human Resources Director or designated representative (~~Personnel~~Human
- 53 Resources Office) is responsible for ~~the~~ preparation and distribution of the ~~Personnel~~
- 54 Policy ~~m~~Manual to supervisors and others as directed by the City Manager. ~~–~~The
- 55 ~~Personnel~~Human Resources Director shall periodically audit the ~~m~~Manual to determine
- 56 areas that may need revision or new policies. The ~~Personnel~~Human Resources Director
- 57 shall submit proposed changes to the City Manager for review and consideration.
- 58
- 59 3. Employees will receive and sign for a copy of the Personnel Policy Manual, indicating
- 60 understanding and the requirement for adhering to all policies contained in the ~~m~~Manual.
- 61 All employees are required to comply with all provisions of this Manual.
- 62

63 F. Reservation

64

65 The City retains the right to revise, cancel, or otherwise change any of the published or unpublished

66 Personnel policies and procedures at its discretion. Notice of proposed changes shall be provided

67 to employees prior to the effective dates. ~~–~~The proposed changes shall become effective

68 immediately after the notice is given unless otherwise stated in the notice.

69

70 G. Disclaimer

71

72 The contents of this ~~m~~Manual are to serve merely as a guideline with respect to uniform and

73 consistent treatment of employees. Nothing contained in this ~~m~~Manual is intended to create and

74 should not be construed as creating an employment contract, a contractual right of continued

75 employment, or any restriction on traditional prerogatives of the City in the management of its

76 workplace; and, the contents of the ~~m~~Manual are subject to revision at any time by the City

77 Manager with Council approval.

78

79

80 **Section 2 Employment-at-Will**

82 A. Voluntary Employment

83

84 Employment with the City of Corinth is voluntarily entered into, and the employee is free to resign

85 at will at any time, with or without cause. Similarly, the City may terminate the employment

86 relationship at will, at any time, with or without notice or cause.

87

88 B. Contractual Obligations

89

90 Policies set forth in this ~~handbook~~Manual are not intended to create a contract, nor are they to be

91 construed to constitute contractual obligations of any kind or a contract of employment between

92 the City and any of its employees. The provisions of this Manual have been developed at the

93 discretion of the City and, except for its policy of employment-at-will, may be amended or
94 canceled at any time, at the City’s sole discretion.
95

96
97 **Section 3 Equal Employment Opportunity Policy & Reporting Procedures**
98

99 A. This Section 3 applies to all employees, volunteers, or interns [collectively “employee(s)”] for
100 the purposes of this section only.
101

102 AB. Equal Employment Opportunity
103

- 104 1. The City is an equal employment opportunity employer (EEO) and does not discriminate
105 against employees or job applicants on the basis of race, religion, color, sex, age, national
106 origin, disability, veteran status, or any other status or condition protected by applicable
107 federal, ~~and~~ state **and local** laws.
108
- 109 2. The City:
110
 - 111 a. Recruits, hires, trains, and promotes persons in all job titles without regard to
112 race, religion, color, **sex**, age, national origin, disability, veteran status, or any
113 other status or condition protected by applicable federal, ~~and~~ state **and local**
114 laws.
115
 - 116 b. Ensures that all Personnel actions such as compensation, benefits, transfers,
117 layoffs, returns from layoff, training, education, and social and recreational
118 programs are administered without regard to race, religion, color, sex, age,
119 national origin, disability, veteran **s** status, or any other status or condition
120 protected by applicable federal, ~~and~~ state **and local** laws.
121
- 122 3. All forms of employment discrimination with regard to employees or job applicants,
123 including any form of racial slurs, religious intimidation, epithets, sexual advances or
124 harassment, are prohibited. ~~Any~~ charges will be investigated; and, if warranted,
125 appropriate disciplinary action will be taken.
126
- 127 4. Employees who have suggestions with regard to equal employment are encouraged to
128 contact the ~~Personnel~~ **Human Resources** Director.
129

130 BCB. Unlawful Discrimination and Harassment
131

- 132 1. It is the City’s policy that all employees shall be able to enjoy a work environment free
133 from all forms of unlawful discrimination and harassment. Unlawful discrimination or
134 harassment is aggressive, suggestive, or offensive behavior based upon **race, age, religion,**
135 **color, sex, age, disability, national origin, disability, gender,** veteran status, or any status in
136 any group protected by federal, state or local law. The City does not tolerate improper
137 interference with the ability of the City’s employees to perform their expected job duties.
138

139 2. Prohibited conduct includes, but is not limited to: epithets, slurs and negative stereotyping;
140 threatening, intimidating or hostile conduct; denigrating jokes and comments; and writings
141 or pictures that single out, denigrate or show hostility or aversion toward someone on the
142 basis of a protected characteristic. Conduct, comments or innuendoes that may be
143 perceived by others as offensive are wholly inappropriate and are strictly prohibited. This
144 policy also prohibits sending, showing, sharing or distributing in any form, inappropriate
145 jokes, pictures, comics, stories, etc., including, but not limited to via facsimile, e-mail
146 and/or the Internet. All City employees are entitled to a workplace free of unlawful
147 harassment by management, supervisors, co-workers, citizens and vendors. City
148 employees are also prohibited from harassing citizens, vendors and all other third parties.
149 Any form of discrimination or harassment may result in disciplinary action up to and
150 including termination of employment.

151
152 CD. Sexual Harassment

153
154 1. Sexual harassment may exist when an employee, in order to obtain a sexual favor, exercises
155 or threatens to exercise the authority and/or power of his or her position to control,
156 influence, direct or affect the job, duties, earnings or career of another employee. Sexual
157 harassment may also occur when the use of sexually explicit language, pictures or conduct
158 creates a hostile or offensive working environment. Any form of sexual harassment may
159 result in disciplinary action up to and including termination of employment.

160
161 2. Unlawful harassment includes, but is not limited to:

162
163 a. Making unwanted sexual advances or request for sexual favors, or other verbal or
164 physical acts of a sexual nature, such as uninvited touching or sexually related
165 comments.

166
167 b. Making the acceptance or refusal of sexual advances a basis for employment decisions
168 or a condition of employment.

169
170 c. Creating an intimidating, offensive, or hostile workplace by, for example:

171
172 *Verbal Conduct:*

173 Sexual innuendos, sexually suggestive comments, jokes of a sexual nature,
174 unwanted sexual advances, suggestive or insulting sounds, graphic
175 commentaries about a person's body.

176
177 *Visual Conduct:*

178 Leering, obscene gestures, sexually suggestive objects or pictures, cartoons or
179 posters, suggestive or obscene notes, letters or e-mail.

180
181 *Physical Conduct:*

182 Assault, interference with work, or any unwanted physical contact of a sexual
183 nature.

185 ED. 3 Reporting Procedures

186
187 To ensure that such ~~practices~~ conduct ~~does~~ not occur in our workplace, the following three-step
188 reporting, investigation and corrective measure procedure applies:

- 189
190 a. Reporting. Whenever employees have reason to believe that they or any other
191 employees, have been subjected to a discriminatory working environment, sexual
192 harassment, or other discriminatory practice, the employee(s) ~~is/are/As~~ required within
193 fourteen (14) ~~five (5)~~ calendar days of the incident, to submit a complaint in writing on
194 the Employee Harassment or Discrimination Complaint Form, to the supervisor in the
195 chain of command and submit a copy to the ~~Personnel~~ Human Resources Director. -If
196 the employee’s concern is of such a nature that the immediate supervisor is the alleged
197 harasser or reporting such conduct to the supervisor is otherwise not appropriate, within
198 five (5) ~~fourteen (14)~~ calendar days of the incident the employee is required to submit
199 the ~~Employees~~ Harassment or Discrimination Complaint Form, to the ~~Personnel~~ Human
200 Resources Director or the City Manager.
- 201
202 b. Investigation. The ~~Department Head~~ Department Director, City Manager, Human
203 Resources Director or designee will investigate all reports concerning a discriminatory
204 working environment, sexual advances, or other discriminatory practices. Reasonable
205 measures will be undertaken to preserve the confidentiality of information ~~that is~~
206 reported during the investigation. ~~Employees should recognize that the consequences of~~
207 ~~unfounded allegations can have serious effects on innocent men and women and~~
208 ~~therefore, all employees are expected to act responsibly.~~ No employee shall be
209 retaliated against for reporting or complaining in good faith of sexual harassment. If
210 the individual has a preference for presenting the matter to a female (or male)
211 employee, an employee of the appropriate gender will be designated to hear the
212 specifics of the matter being reported.
- 213
214 c. Corrective Measures. -Following the investigation, corrective measures, including, but
215 not limited to; ~~the~~ counseling, reprimand, suspension, demotion, or termination of
216 individuals engaging in any of the above-referenced misconduct will be taken.
217 Appropriate documentation of the matter will also be made.

218
219
220 **Section 4 Employment and Selection**

221
222 A. General

223
224 It is the policy of the City to recruit and select applicants for employment on the basis of job-
225 related qualifications and ability to perform a job. The employment decision is determined first
226 by whether there are any openings available and, second, by which applicant best meets the
227 requirements for the open position. Policies regarding promotion and transfer are based on job
228 requirements, job performance, and qualifications.

231 B. Administrative Guidelines

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1. Applications are accepted for existing vacancies only. All applicants must complete an official application form, as provided by the City of Corinth. The ~~Personnel~~Human Resources Director will maintain applications in accordance with legal guidelines. (~~Fire Department employees refer to Section 16 or Fire Department guidelines~~).

~~The fire dept. Fire Department will oversee the hiring of fire department employees and will forward information on successful candidates to the Personnel representative for the City of Corinth. All fire department employees will attend City of Corinth orientation.~~Human Resources Department.

2. False statements on the application or during employment interviews are grounds for rejection of the applicant or grounds for termination, if already employed.
3. Generally, initial screening of applicants shall be conducted by or according to directions of the ~~Personnel~~Human Resources Director. ~~Only those applicants referred to the hiring supervisor may be considered for selection.~~
4. ~~All Screened~~ applications will be referred from the ~~Personnel Director~~ Human Resources Office to the hiring supervisors. Only those applicants referred to the hiring supervisor by the Human Resources Office may be considered for selection.
5. All employment advertising will be placed by or be approved by the ~~Personnel~~Human Resources Director.

C. Selection Procedures

1. Supervisors requesting additional or replacement personnel must submit a requisition that has been approved by the appropriate supervisor and ~~or~~ the City Manager before steps are initiated to fill a vacancy. (~~Fire Department employees refer to Section 16 or Fire Department guidelines~~).

~~Approval of additional, or replacement positions within the fire department will be approved by the fire department board of directors. Testing will be administered by the fire department in accordance with local, state, and federal laws.~~

2. Updated job descriptions must be on file with the ~~Personnel~~Human Resources Director for each position to be filled.
3. The hiring supervisor will conduct reference checks and will work with the ~~Personnel~~Human Resources Director to verify the validity of licenses or certificates, if required for the position.

- 275 4. The ~~Department Head~~Department Director or designee will initiate all job offers and will
276 schedule a time for the completion of the necessary forms and, if required for the position,
277 a medical examination or other tests.
278
- 279 5. Testing. Any required tests (includes drug testing) will be administered under the direction
280 of the ~~Personnel~~Human Resources Director.
281
- 282 6. Vacancies may be posted internally prior to outside advertising.
283

284 D. Conditions of Employment ~~Eligibility~~

- 286 1. Criminal History Check. The City may request, through the ~~Texas Department of Public~~
287 ~~Safety~~City's vendor, a criminal history check of an applicant as part of the employment
288 process, to verify statements made on an application for employment and to determine if
289 any convictions exist.
290
- 291 2. Driving Records. For positions requiring an employee to drive on business of the City, the
292 ~~Personnel~~Human Resources Director may request a list of convictions for traffic
293 violations, and a verification that the potential employee has a valid ~~driver's~~driver license.
294 The ~~Personnel~~Human Resources Director may also request a review of an employee's
295 driving record when considered for promotions or as a routine check of City employees.
296 A person is ineligible for employment in a position that involves driving if the person has
297 a poor driving record. A poor driving record is evidenced by any of the following:
298
- 299 a. Two or more at fault accidents in the last three years; or
 - 300
 - 301 b. Four or more moving violations in the last three years; or
 - 302
 - 303 c. A driving violation while intoxicated or under the influence ~~of drugs~~ (DWI/DUI)
304 in the last five years; or
 - 305
 - 306 d. More than one DWI/DUI ~~ever~~.
 - 307
- 308 3. Pre-Employment Drug Testing. All applicants applying to positions that have a direct
309 impact on the public's or fellow employees' health, safety and welfare through products or
310 services provided by the City who receive a conditional offer of employment with the City
311 must first pass a pre-employment drug test before employment may begin. The City will
312 not hire any applicant who refuses to take the pre-employment drug test. If the results
313 received by the City indicate that an applicant did not pass the pre-employment drug test,
314 the offer of employment shall be withdrawn.
315
- 316 4. Commercial ~~Driver's~~Driver License (CDL). ~~For e~~Certain positions within the ~~City an~~
317 require employees must to have a Commercial ~~Driver's~~Driver License or attain one within
318 90 days of date of employment.
319
- 320 5. Medical/Psychological/Physical Agility Exam Requirement. For those positions where

321 physical capacity has been determined and documented as a job requirement, an offer of
322 employment may be conditioned upon the satisfactory results of one or more examinations
323 to determine the applicant's ability to meet the established requirements. The City will
324 designate the medical clinic for the examination, and will be responsible for the cost of an
325 examination required by the City.
326

327 6. Nepotism. No officer of the City shall appoint, vote for, or confirm the appointment to any
328 office, position, clerkship, employment or duty, of any person related within the second
329 degree by affinity or within the third degree by consanguinity to any member of the
330 eCouncil or the Mayor, when the salary, fees or compensation of such appointee is to be
331 paid for, directly or indirectly, out of or from public funds or fees of office of any kind or
332 character whatsoever. ~~Similarly, no person shall be hired or promoted by the City to a~~
333 ~~position that is under the supervision of a relative by blood or marriage or with whom a~~
334 ~~living arrangement exists.~~

335
336 7. ~~Uniforms for Employees. The City may furnish, provide for, or require uniforms for~~
337 ~~specified-designated positions. Positions requiring uniforms will be as~~ determined by the
338 City Manager. This determination will be based upon safety; and security considerations,
339 and the need for employee identification.
340

341 8. Personal Appearance. All employees are expected to dress in a manner appropriate to the
342 business environment in which they work, complying with safety standards as indicated by
343 department or industry standards. Clothing should be clean; and comfortable ~~and attractive~~
344 but not distracting. All office/public contact employees are expected to be appropriately
345 dressed and well groomed to reflect a professional, business environment. Business casual
346 attire during working hours is permitted. Business casual does not include jeans, t-shirts,
347 sweatshirts, sweatpants, warm-up/wind suits, shorts, tank tops, flip-flop shoes, midriff
348 baring tops, camisole tops, or any other clothing determined by the supervisor to be
349 unacceptable. No visible body piercing except for ear lobes is permitted. Any questions
350 about what is considered to be appropriate business attire in the workplace should be
351 directed to the appropriate supervisor. The City reserves the right to relieve any employees
352 of their duties without pay until their appearance meets City standards.
353

354 E. Promotions and Transfers

355
356 When the position vacancy may be filled from within the City by promotion or transfer of qualified
357 employees: ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~
358

359 1. The ~~Personnel~~ Human Resources Director will post the notice internally throughout the
360 City for at least five working days.
361

362 For the Fire Department, ~~the~~ the posting of positions and oversight of promotional process
363 will be the responsibility of the Fire Chief with the information on the successful candidate
364 being forwarded to the ~~Personnel representative for the City of Corinth~~ Human Resources
365 Department. All fire department promotions will be posted ~~ninety days (90) at least sixty~~
366 (60) days prior to the beginning of the promotional process.

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2. Any employee with the proper qualifications and with more than six months of service is eligible to apply for a vacant position. Applications should be submitted on an application form provided by the Personnel-Human Resources Director.
3. Internal applications are to be considered by the hiring supervisor according to the City's established ~~procedures-protocol~~ procedures as set forth in this section 4.
4. Positions that are not filled from the internal promotion process may be announced to the general public. Employees of the City may also apply for a position after it has been announced to the general public.
5. Promotional testing for Public Safety positions will be administered by their departments in accordance with local, state and federal laws.
- ~~5.6.~~ An employee desiring a transfer to another division or location should first discuss the transfer with his or her supervisor. The employee should not contact another supervisor until an interview has been arranged by the Personnel-Human Resources Director.

~~Promotional testing will be administered by the fire department Fire Department in accordance with local, state and federal laws.~~
- ~~6.7.~~ Requests for transfer are subject to the approval of the supervisor(s) of the affected division(s) and the City Manager.
- ~~7.8.~~ A lateral transfer may be approved if the transfer furthers the interests of the City.

F. Employee Classifications

City employees will be classified as one of the following:

1. Regular Full-time. Employment in an annual budgeted position for a minimum of forty (40) hours per week.
2. Regular Part-**Time**. Employment in an annual budgeted position for a minimum of twenty (20) hours per week and less than forty (40) hours per week.
3. Seasonal/Temporary. Employment in a position established for a specified period and seasonal employment. A temporary position may consist of any number of hours.

The City will comply with the provisions of the Patient Protection and Affordable Care Act, as amended, (PPACA) when determining eligibility for insurance benefits. Employees must contact the Human Resources department for additional information.

412 G. Re-employment

413

414 Employees who return to work for the City within 180 days of separation will have prior service
415 credited upon rehire. Eligibility for benefits will remain as before unless not permitted by benefit
416 contract.

417

418

419 **Section 5 Orientation and Training**

420

421 A. Purpose

422

423 The purpose of orientation is to assist new employees in adjusting to their positions and the work
424 environment. Objectives of the orientation program are as follows:

425

426 1. Provide each new employee with the information needed to become familiar with the work,
427 the City and co-workers.

428

429 2. Provide channels of communication through which new employees can obtain information
430 and answers to questions involving their work and policies of the City.

431

432 B. Responsibilities

433

434 Responsibilities for new employee orientation are shared by the ~~Personnel~~ Human Resources
435 Director and the supervisors. The ~~Personnel~~ Human Resources Director or designee (~~in case of~~
436 ~~absence~~) provides information in the following areas during the first week of employment.

437

438 1. Organization and functions of the City.

439

440 2. Hours of work; overtime, if applicable; attendance policies.

441

442 3. Salaries, wages, and pay dates.

443

444 4. Benefits such as medical, life, dental, retirement, disability, etc.

445

446 5. Leave policies (vacation, holidays, etc.).

447

448 6. Other personnel forms and procedures.

449

450 The new employee's supervisor is responsible for the following areas of orientation to be covered
451 during the first week of employment.

452

453 1. Review job description.

454

455 2. Tour the facility or work area, pointing out equipment and operations that affect the
456 employee's job.

457

- 458 3. Provide or ensure that hazard communication training is provided in accordance with the
459 City's safety program and instruction on use of personal protective equipment, if applicable
460 to the position.
461
- 462 4. Introduce employee to co-workers, procedures and equipment necessary for the work
463 environment.
464

465 C. Training

466
467 The purpose of training and education is to encourage all employees to further their education in
468 subjects relating to their current job position and to broaden their knowledge and skills in
469 preparation of potential job responsibilities within the City. Objectives of the training program
470 are as follows: ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~
471

- 472 1. City sponsored and/or required training shall be arranged during regularly scheduled work
473 hours if possible. Such training shall be recorded as time worked.
474
- 475 2. Cost for attending the training sessions must be approved by the ~~Department~~
476 ~~Head~~Department Director prior to registering.
477
- 478 3. A training program requiring out-of-state travel must have approval from the City Manager
479 or designated representative prior to registration.
480

~~The board of directors and/or the Fire Chief will approve out-of-state training based on the
481 Lake Cities Fire Department's budget.~~
482

- 483
- 484 4. Supervisors should notify the ~~Personnel~~ Human Resources Office regarding employees
485 who attend and complete training sessions so the information can be noted in their official
486 personnel file.
487

488 D. Tuition Reimbursement

489
490 The eCity will reimburse, to the maximum extent consistent with budget limitations, tuition and
491 outlined core costs incurred by each eligible employee who enrolls in a job-related, degree plan,
492 City approved course of study as outlined below:
493

- 494 1. All City employees with at least six (6) months of full-time employment are eligible.
495
- 496 2. Courses must be taken from an accredited state supported institution or from a privately
497 accredited institution with the understanding that reimbursement will be based on state
498 supported institution rates.
499
- 500 3. Reimbursement Request Form must be approved and signed by the ~~Department~~
501 ~~Head~~Department Director and City Manager prior to enrollment.
502
- 503 4. Employees will be reimbursed for 70% of mandatory fees and costs of tuition for approved

504 courses where a "C" average or better ~~is attained~~ or a "B" for graduate courses is attained.
505 Employees will not be reimbursed for transportation, books, parking, or for expenses paid
506 for by other financial assistance, such as Veterans' Assistance or scholarships. Maximum
507 reimbursement per employee is \$500.00 per fiscal year and employee must be actively
508 employed with the City at time of reimbursement. An official grade report and the signed
509 Reimbursement Request Form must be submitted to ~~Department Head~~the Department
510 Director within thirty (30) days of issuance of grades, which will then be forwarded to the
511 ~~Personnel~~Human Resources Office for reimbursement.

- 512
- 513 5. Employees who leave employment with the City within six months of completing a course
514 will be required to reimburse the City for their most recent course completion.
- 515
- 516

517 **Section 6 General Work Rules**

518 A. Work Hours and Attendance

519 1. Responsibilities.

- 520
- 521 a. Regular and prompt attendance at work is required of all employees of the City.
522 Employees are required to be at their workplaces in accordance with the work schedules
523 established for their division or facility unless officially excused by the responsible
524 supervisor.
- 525
- 526 b. Supervisors, through the normal chain of command, shall ensure that absences from
527 duty and the reasons for the absences are recorded on time reports or other documents
528 as needed.
- 529
- 530 c. Failure to report to work for three (3) continuous days without notifying the employee's
531 supervisor will constitute ~~j~~Job ~~a~~Abandonment. This will result in the employee's
532 immediate termination.
- 533
- 534 d. The hours during which offices, facilities, and divisions are open for business are
535 determined by the City Manager. ~~(Generally, business hours are 8 a.m. to 5 p.m., unless~~
536 ~~otherwise directed.)~~
- 537
- 538 e. Supervisors shall implement, through the normal chain of command, alternative
539 schedules to provide for other specific requirements of the division or facility.
- 540
- 541 f. Individual employees may be directed to work special hours or shifts as determined by
542 the needs of the City.
- 543
- 544 g. The various departments will determine meal times. ~~Breaks will be short and~~
545 ~~infrequent for personal convenience not to exceed fifteen (15) minutes in a four (4)~~
546 ~~hour period.~~
- 547
- 548
- 549

550 §h.State and federal law require that a nursing mother be provided a reasonable break time
551 in order to express breast milk for her nursing child for up to one (1) year after the
552 child's birth or adoption (as applicable) each time such an employee has a need to
553 express the milk. The City will provide a private, secure location, other than a
554 restroom, with a separate refrigerator in the employee's building for this purpose. The
555 space provided will be one that can be made available to the employee as needed, is
556 shielded from view, and free from intrusion from co-workers or the public. The
557 employee and her supervisor will agree on the times for these breaks. In order to prepare
558 such a designated space, the City requires advance notification (that an employee is
559 requesting this break time) so that space can be designated and prepared within a
560 facility. For the purposes of this policy, a written request directed to Human Resources
561 will suffice. Human Resources will work with the Department Director to ensure that
562 an adequate space is prepared and maintained for the duration of the period of time
563 expressing is requested. Breaks taken for the purpose of expressing breast milk will run
564 concurrently, not in addition to, other breaks taken throughout the day.

565
566 2. Inclement Weather

- 567
568 a. If inclement weather circumstances prevent, or are expected to prevent, an employee
569 from reporting to work as scheduled, the employee must notify the appropriate
570 supervisor as soon as possible, preferably before the scheduled work period. Essential
571 personnel, as designated by the City Manager, may be required to report to work
572 regardless of inclement weather or other circumstances.
573
574 b. The City Manager may authorize excused absences or alternative schedules for safety
575 considerations due to inclement weather, road or other conditions.

576
577 3. Overtime.

- 578
579 a. Employees are expected to work overtime when necessary, as determined by the
580 supervisor.
581
582 b. Overtime work is not a right and will be acceptable only for the good of the City when
583 approved by the supervisor.
584
585 c. Supervisors shall notify employees of the necessity for overtime work in advance, if
586 possible. During emergency situations, employees are expected to stay after normal
587 work hours or to report to work before or after regular work hours with little or no
588 advance notice.
589

590 B. Outside Employment

591
592 1. Definitions.

- 593
594 a. Holding a position with the City is the primary employment for regular, full-time
595 employees.

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- b. Outside or secondary employment (including self-employment) includes any job or position in which an employee provides goods or services in consideration of payment of any type.

2. Considerations.

- a. Employees may be allowed to pursue outside employment (secondary employment) only when such employment does not interfere with, or adversely affect, the employee's ability to perform assigned duties in the operation and business of the City. Work requirements, including overtime and availability for emergency recall, have precedence over any outside employment.
- b. An employee engaging in ~~temporary or occasional~~ outside work during non-scheduled work hours must notify his or her supervisor in writing prior to engaging in outside or secondary employment (including self-employment).
- c. Authorization to work at an outside job may be rescinded at any time by the City.
- d. Outside employment and outside activities that constitute a conflict of interest with the purposes and mission of the City are prohibited. **City employment duties shall take priority over outside employment duties.**

3. Sworn Police and Fire Department employees shall refer to department specific policies regarding outside employment.

C. Employee Safety

- 1. Commitment to safety of self, fellow workers, the public, property, tools and equipment is a fundamental condition of employment with the City. In the performance of duties, employees are expected to observe safety practices, rules and operating procedures, as well as instructions relating to the efficient performance of their work.
- 2. Responsibilities. All employees are expected to carry out the following responsibilities:
 - a. Review safety procedures and make plans to perform assigned work in a safe manner, after prior consultation with **their supervision supervisor** when appropriate.
 - b. Follow safety procedures and take an active part in protecting oneself, fellow workers, the public, equipment and facilities.
 - c. Report all accidents, injuries and illnesses immediately to the responsible supervisor.
 - d. Render first aid according to safety training and common sense. Call for emergency assistance when needed.

- 642
643 e. Report immediately to the responsible supervisor all-unsafe conditions encountered.
644
645 f. Attend safety-training meetings when requested.
646
647 g. If prescribed or over the counter medication or alcohol have been used off the job, it is
648 the responsibility of the employee to report to work without any side effects that could
649 impair the employee's ability to function safely and efficiently and notify the supervisor
650 in writing of the use and any known side effects which could affect safety or
651 performance.
652
653 h. Maintain all work areas, tools, equipment and facilities in a clean, orderly, and safe
654 condition.
655
656 3. Due to the length and complexity of topics, the City's Safety Program may be published in
657 separate documents and directives. Responsibilities of supervisors and all other personnel
658 are as delineated in the City's Safety Program.
659

660 D. Use of Equipment and Property

661
662 1. Standards and Responsibilities.

- 663
664 a. Employees may not operate any vehicle, operating equipment, construction
665 equipment, or machine unsupervised until they have attained the necessary skills and
666 proficiency as determined by the responsible supervisors. Further, ~~the~~ employees must
667 have requisite required drivers or operators certificates.
668
669 b. For certain positions, employees are required to hold a valid CDL (~~e~~Commercial) type
670 Drivers License (CDL) in order to perform their normal duties. The City will, upon
671 renewal of such license and presentation of written proof of same, reimburse such
672 employee an amount equal to the difference in the cost of the CDL type license and
673 that of an ordinary Class 'C' license. Also, an employee will be allowed up to two
674 hours of regular paid work time, if needed, to renew a CDL type license required by
675 the City.
676
677 c. Employees may use equipment of the City only for its intended purpose. Users are
678 responsible for the proper maintenance and care of the equipment.
679
680 d. Employees may not use equipment, vehicles, tools, material, or other property of the
681 City for personal use, either on the premises of the City or elsewhere.
682
683 e. Equipment, vehicles, tools, material, or other property of the City may not be removed
684 or appropriated for the personal use or gain of an employee or others.
685

686 E. Solicitation
687

688 1. Definition.

689

690 "Solicitation" means any oral or written communication that requests or encourages
691 contributions of money, time, or other items of value for: any fund or collection;
692 participation in any organization; or purchase of any merchandise or service.

693

694 2. Conditions.

695

696 a. Unauthorized solicitation of employees by vendors on the premises of the City facilities
697 is prohibited.

698

699 b. Solicitations for recognized charities and other purposes must be authorized in writing
700 by the City Manager prior to engaging in solicitation. ~~(Fire Department employees refer~~
701 ~~to Section 16 or Fire Department guidelines).~~

702

703 ~~Solicitation for recognized charities and other purposes on fire department property must~~
704 ~~be authorized by the Fire Chief.~~

705

706 F. Residency Requirement or Reasonable Response Time

707

708 1. Residency requirements for employees of the City shall be based entirely on the
709 requirements of the position held by the employee. Unless specifically required by the City
710 Manager or as a condition of employment in a certain position, an employee is encouraged,
711 but not required, to live within the boundaries of the City.

712

713 2. Within six (6) months following their hire dates, operational employees must be able to
714 arrive at their work station from their residence within a reasonable period of time; ~~(usually~~
715 ~~thirty minutes)~~ when called in for operational purposes.

716

717 3. The reason for the residence requirement is that the City may require any or all operational
718 employees to report to work for emergency purposes or to take on-call duty on a rotating
719 basis. This on-call status may consist of weekend and night duty when the employee's turn
720 is assigned and also may require the employee's assistance when needed by other personnel
721 in the event of an emergency situation.

722

723 G. Tobacco Use

724

725 This policy is to ensure the health of non-tobacco using employees while safeguarding the
726 City's facilities and equipment from smell and/or damage caused by the use of tobacco
727 products.

728

729 1. The use of all tobacco products (smoking, ~~or~~ smokeless or electronic) is prohibited within
730 any municipal facility, City vehicle, or enclosed piece of equipment.

731

732 2. Areas will be designated for smoking at each City facility. Employees will be able to use
733 these areas during their break periods or meals.

734
735 **H. Employee Weapons Policy**
736

737 Unless specifically authorized by the City Manager, no employee, other than a City of Corinth
738 licensed peace officer, shall carry, store, use or possess a firearm or other prohibited weapon
739 on City property.

- 740
- 741 1. "City property" includes but is not limited to City owned or leased vehicles, buildings and
742 facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation
743 centers, and parks, including leased property.
 - 744
 - 745 2. This ban excludes possessing or storing guns or firearms in employees' locked personal
746 vehicles in City parking lots, parking garages, and parking areas.
 - 747
 - 748 3. Employees, other than City of Corinth licensed peace officers, are also prohibited from
749 carrying a "prohibited weapon" while on duty or at any time while engaging in City-related
750 business.
 - 751
 - 752 4. "Prohibited weapons" include firearms, clubs, explosive devices, knives with blades
753 exceeding 5 ½ inches, switchblades, etc., as defined by Texas Penal Code Sections 46.01
754 and 46.05, as amended.
- 755

756

757 **Section 7 Drug Free Workplace**
758

759 **A. Purpose and Scope**
760

- 761 1. The policy of the City is to maintain a safe and healthful healthy working environment for
762 all employees. The use of drugs and other substances covered by this policy is inconsistent
763 with the standards of the City and the behavior expected of all employees.
764
- 765 2. Specific purposes of this policy are to:
766
 - 767 a. Establish and maintain a safe, healthy working environment for all employees;
 - 768
 - 769 b. Ensure the reputation of the City and its employees;
 - 770
 - 771 c. Reduce unsafe conditions and the number of accidental injuries to persons or
772 property;
 - 773
 - 774 d. Reduce absenteeism and tardiness; and
 - 775
 - 776 e. Provide for a testing process.
- 777
- 778 3. This policy establishes expected standards of conduct for all employees, and it states the
779 potential disciplinary actions that may be taken if the standards are violated. The City is

780 also concerned with prevention of substance abuse and will provide information and
781 education on the dangers of drugs. The City expects all employees to enthusiastically
782 support this policy and to be alert to any possible dangers or abuses related thereto.
783

- 784 4. The requirements of this policy extend to the abuse of all substances, such as, but not
785 limited to, abuse of alcoholic beverages, inhalants, prescription, or other drugs and illegal
786 drugs.
787

788 B. Standards of Conduct

- 789 1. The following rules represent the policy of the City on substance abuse. They are effective
790 immediately and will be enforced uniformly with respect to all employees.
791
792
- 793 2. All employees are prohibited from being under the influence of alcohol, inhalants, or illegal
794 substances during working hours.
795
 - 796 a. The sale, possession, transfer, or purchase of illegal drugs on the property or while
797 conducting business for the City is strictly prohibited. Such action will be reported
798 to the appropriate law enforcement officials and may result in termination of
799 employment.
800
 - 801 b. No alcoholic beverage will be opened or consumed on the premises of the City.
802
 - 803 c. Any employee using prescription or other drugs that may affect safety or impair
804 work performance shall notify his or her supervisor **in writing** upon reporting to
805 work. **The supervisor shall immediately provide this information to the Human**
806 **Resources Director for documentation in the employee's file.**
807
 - 808 d. To assure a safe working environment for all employees and the public, any
809 employee who is aware of substance abuse among employees is obligated to make
810 a confidential report to the appropriate supervisor.
811
- 812 3. Any employee who violates these standards will be subject to disciplinary action, including
813 termination in accordance with the established Personnel policies of the City.
814

815 C. Treatment

- 816 1. Employees who feel they have developed an addiction to or dependence on alcohol,
817 inhalants, or drugs are encouraged to seek assistance.
818
819
- 820 2. Rehabilitation itself is the responsibility of the employee. Employees seeking medical
821 attention for addiction are entitled to benefits under the group medical insurance plan of
822 the City, as outlined under the provisions of that plan.
823

824 D. Testing

1. Pre-Employment Drug Testing. As indicated in the Conditions of Employment (Section 4.D) Eligibility Selection Procedures, all applicants applying for positions that have a direct impact on the public's health, safety and welfare through products or services provided by the City who receive a conditional offer of employment with the City must first pass a pre-employment drug test before employment may begin. The City will not hire any applicant who refuses to take the pre-employment drug test.
2. Post Accident Testing. Drug/Alcohol testing shall be conducted when an employee's conduct may have contributed to a job related accident. This policy shall also apply if the employment related accident results in damage to personal or City property in excess of \$200, or injury to any person that requires medical attention. Prior to requiring an employee to submit to a drug test, the supervisor shall discuss the matter with the Human Resources Director. —Any decision not to administer a drug test under this policy shall be made by the supervisor and reported in writing to the ~~Personnel~~ Human Resources Director.
3. Reasonable Suspicion. When a supervisor has reason to believe that an employee, at work, ~~or~~ when reporting to work, or when conducting City business, appears to be under the influence of alcohol or drugs; ~~or, the employee appears to be abusing drugs~~, the employee will be required to take a drug and/or alcohol test. The employee's actions and appearance that cause the supervisor to have individualized suspicion that the employee is under the influence of alcohol or drugs shall be documented in writing and immediately forwarded to the Human Resources Director.
4. Random Testing. Employees assigned to positions that have a direct impact on the public's health, safety and welfare through products or services provided by the City, including those with commercial driver licenses, may be subject to periodic or random testing. The City Manager shall designate the positions subject to such testing. ~~The City uses computer software that randomly chooses selects employees for drug testing's management system (INCODE) contains a random drug testing software in the payroll module.~~ For those employees with commercial driver licenses, Rrandom drug testing will be administered according to the general guidelines of the Department of Transportation Random Drug Testing Program.
5. The City will designate the medical clinic to perform any required testing, and is responsible for the cost of any required testing.

Section 8 Conflict of Interest Code of Ethics

A. Policy

Employees of the City will endeavor to avoid conflicts of interest with the purposes and mission of the City and to conduct themselves according to the highest standards of public service. Nonetheless, it is expected that certain conflicts may arise in the normal course of business and personal life; and such conflicts should never deter principled and competent individuals from ~~proving~~ providing public service to the City.

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B. Purpose

The purposes of this policy are as follows:

1. To provide guidance to ~~the~~ employees regarding standards of ethical conduct and procedures for avoiding conflict of interest; and
2. To maintain a professional climate for efficiently conducting the business affairs of the City; and
3. To instill public confidence in the City by helping attract competent and principled individuals as employees.

C. Commitment

Every person that accepts appointment as an employee of the City does hereby commit to honor the ethical traditions and policies of the City as follows:

1. To conduct the duties of his/her position in a business-like manner for the best interest of the City;
2. To avoid partisan or political actions that are inconsistent with the City's responsibility to provide first class ~~utility~~ service equally to all members and customers;
3. To not accept or solicit any gift, favor, or service that may tend to influence the ~~discharge~~ performance of official duties;
4. To not accept or solicit employment or personal business activity which one could reasonably expect to require or induce him/her to disclose confidential information of the City;
5. To not accept other employment or compensation which could reasonably be expected to impair his/her judgment in the performance of official duties;
6. To not engage in any business ventures which could reasonably be expected to create substantial conflicts between his/her private interest and the public interest; and
7. To not intentionally or knowingly solicit, accept or agree to accept any benefits for having exercised his/her official powers or duties in favor of another person.

D. Conflict of Interest

When an employee becomes aware that the City is considering a transaction related to a business entity or ~~related to~~ real property in which the employee has a substantial interest, the employee will disclose such interest to his/her immediate supervisor and shall not participate in

918 recommendations, approvals or decisions related to such transactions with the business entity or
919 regarding real property.

920
921 E. Personal Financial Interests (Substantial Interest)

922
923 The term "substantial interest" is defined as a direct or indirect pecuniary benefit. Following are
924 examples of situations that constitute conflicts of interest involving financial transactions of the
925 City.

- 926
927 1. In proposed transactions with any business entity:
- 928 a. If the employee (or family member) owns 10 percent (10%) or more of the voting
929 interest or shares of the business entity or owns more than twenty-five thousand dollars
930 (\$25,000.00) of the equity, or market value of the entity, or
 - 931 b. Funds received by the employee (or family member) from the business entity exceed
932 10 percent (10%) of the person's gross income during the previous year.
- 933
934 2. In real property, if the employee (or family member) owns more than five thousand dollars
935 (\$5,000.00) interest in the fair market value of the real property.
- 936
937 3. The matter of substantial interest shall apply to the employees of the City and to their
938 immediate family members. Immediate family member is defined as spouse, parent,
939 parent-in-law, brother, sister, brother-in-law, sister-in-law, child, step child, son-in-law and
940 daughter-in-law.

941
942
943
944 F. Business Gifts and Entertainment

- 945
946 1. Employees shall not solicit, offer, accept, or agree to accept in any fashion, benefits or gifts
947 of value from a person or supplier of goods and services or other organizations doing
948 business with the City.
- 949
950 2. The prohibition against gifts or favors as stated above in F.1. shall not apply to an
951 occasional non-pecuniary gift, valued at less than \$25.00 or an award publicly presented in
952 recognition of public service provided such gift or favor poses no conflict of interest and
953 is within customary business relationships.

954
955 G. Responsibilities

956
957 All employees are expected to adhere to the highest standards of conduct in the business affairs of
958 the City. If an employee has any doubt about the appropriateness of any action or business
959 relationship, the employee should discuss the situation with his or her supervisor. An employee
960 should report to their his or her immediate supervisor any action or offer that appears to constitute
961 a conflict of interest or a violation of this policy.

962
963

964 **Section 9 Compensation**

965
966 A. Purpose

967
968 It is the intent of the City to comply with all state and federal laws governing employee
969 compensation, including the Fair Labor Standards Act, **as amended** (FLSA). ~~The FLSA~~
970 establishes minimum wages, overtime, records keeping, and child labor standards. The FLSA
971 provides that executive, administrative, and professional employees (salaried employees) are
972 exempt from the Act's overtime requirements.

973
974 B. Determination of Exempt/Non-~~e~~Exempt Status

- 975
976 1. The ~~Personnel~~ **Human Resources** Director shall determine whether or not a position is
977 exempt or non-exempt under the FLSA. Requests to review the status of a position must
978 be submitted in writing to the ~~Personnel~~ **Human Resources** Director. The ~~Personnel~~
979 **Human Resources** Director may also conduct audits when deemed necessary to review the
980 status of particular positions.
981
982 2. The ~~Personnel~~ **Human Resources** Director will maintain an up-to-date list of the City's
983 exempt and non-exempt positions.

984
985 C. Work Hours and Overtime

986
987 1. Work Period.

- 988
989 a. All regular employees have an established work period (week) of seven consecutive
990 days, Monday through Sunday of each week. One work period shall be used to
991 calculate overtime wages. ~~(Work hours and schedules shall be determined generally~~
992 ~~in accordance with the policies contained in Section 6 of this ~~m~~Manual.)~~
993
994 b. In any given work period, all hours worked over 40 by nonexempt employees shall be
995 paid at one and one-half times the regular rate. These hours will be adjusted according
996 to legal exemptions for fire or police personnel.
997
998 b.c. Designated Police and Fire department personnel have an established work period of
999 fourteen consecutive days, Monday through Sunday. Designated Fire department
1000 personnel earn overtime wages when the hours worked exceed 106 hours during the
1001 work period. Designated Police personnel earn overtime wages when the hours worked
1002 exceed 80 hours during the work period.

1003
1004 2. Administrative Guidelines.

- 1005
1006 a. Except under urgent emergency conditions, all overtime hours must be authorized in
1007 advance. Nonexempt employees are prohibited from working in excess of their
1008 regular workweek at their own initiative.
1009

- 1010 b. Averaging of hours worked over two (2) work periods to determine eligibility for
1011 overtime pay or compensatory time is not allowed.
1012
- 1013 c. Vacation leave, ~~personal leave, jury duty~~ civil leave, ~~emergency bereavement~~ leave and
1014 holiday leave shall count as hours worked toward the calculation of overtime. All other
1015 leave types shall not count as hours worked toward the calculation of overtime.
1016
- 1017 d. Supervisors, through the normal chain of command, shall ensure that overtime hours
1018 are recorded on time reports and other applicable documents.
1019
- 1020 3. Compensatory Time.
1021
- 1022 a. Compensatory time may be earned in lieu of overtime as allowed under the FLSA.
1023 ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~
1024
- 1025 ~~At this time, fire department~~ Fire Department personnel assigned to a 56-hour
1026 workweek will be paid for ALL overtime. ~~Fire department personnel assigned to a 40-~~
1027 ~~hour workweek will comply with the City of Corinth Personnel Policy Manual.~~
1028
- 1029 b. Compensatory time earned shall accrue at a rate of one and one-half times the approved
1030 hours worked.
1031
- 1032 c. Compensatory time is not to be considered hours worked for determination of overtime
1033 pay.
1034
- 1035 d. The supervisor, prior to the performance of work, must authorize the accrual of
1036 compensatory time in the same manner as authorization for overtime.
1037
- 1038 e. A maximum balance of 40 hours of compensatory time may be accrued by non-exempt
1039 employees. ~~No~~ additional compensatory time shall accrue until the employee's
1040 compensatory time balance falls below this maximum and employees will be paid at
1041 their overtime rates if required to work hours in excess of those outlined ~~under FLSA~~ in
1042 this section above.
1043
- 1044 f. An employee who has accrued compensatory time may request, in advance, the use of
1045 compensatory time off at any time consistent with the needs of the City. The City will
1046 allow for the use of compensatory time within a reasonable period after the request is
1047 made, unless the employee's absence from work would disrupt City operations.
1048
- 1049 g. Upon termination of employment, non-exempt employees will be paid for unused
1050 compensatory time at the final regular rate received by such employee.
1051
- 1052 h. Non-exempt employees who are promoted or reclassified into an exempt position shall
1053 receive payment for all accrued compensatory time prior to the effective date of the
1054 promotion. Compensatory time is not expected to be transferred within departments.
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4. Holiday Pay.

- a. City employees shall receive eight (8) hours "holiday pay" for each City holiday ~~worked unless arrangements for alternate time off are made with their supervisors. (Fire Department employees refer to Section 16 or Fire Department guidelines).~~
- b. Because of its operational needs and requirements, the City may require that certain employees² work on holidays. These employees, in addition to receiving ~~eight (8) hours of~~ holiday pay, will also be paid at one and one-half (1.5) times the employee's regular rate of pay for those hours worked in excess of ~~their established work period as specified in Section 9.C.1 of this Manual. C.140 hours in that work week.~~
- c. Fire department employees assigned to a 56-hour workweek ~~receive accrue (11);~~ twelve-hour holidays per year ~~to be accrued.~~ All holiday time must be taken within one year from the date it is accrued.

5. On-Call Pay.

- a. The City has a form of pay ~~that is~~ designed to compensate non-exempt employees who are required to remain in an on-call status. Employees will receive one hour of regular pay for each day they are assigned to be on-call.
- b. On-call status is defined as the twenty-four (24) hour period beginning at the start of a business day (or a specified shift) and continuing through the following morning. The supervisor shall determine the period of on-call.
- c. Employees in on-call status must be able to be contacted and to respond within the time frame established by the supervisor.
- d. Employees are expected to be fit for duty at all times while on call.
- e. While on call and for four hours prior to being on call, employees are prohibited from drinking alcoholic beverages.
- f. Employees in on-call status who fail to respond, or if unable to be contacted at any time during that status, shall forfeit their claim to on-call pay and be removed from the on-call list for that assigned interval. Failure to respond may subject the employee to disciplinary action.
- g. On-call pay is received in addition to any other compensation and is not used in calculation of the overtime rate.
- h. Employees who are assigned to on-call duty and are required to report to work for operational or emergency purposes during non-scheduled work hours, shall receive a

1101 minimum of two-hours pay for that day. These two hours of pay is in addition to the
1102 on-call pay described in Paragraph a. of this section.
1103

1104 i. Actual hours worked, including the two-hour minimum, will count as hours worked
1105 when calculating overtime. Only one two-hour minimum will apply in a given work
1106 day, even if more than one call-out is experienced.
1107

1108 D. Receiving Pay

1109 1. Pay Period.

1110 a. The City provides a systematic and organized approach for the administration of pay
1111 for its employees on a bi-weekly basis.
1112

1113 b. The bi-weekly pay period shall be divided into two workweeks of Monday through
1114 Sunday.
1115

1116 2. Pay Day.

1117 a. The official payday for employees of the City will be on the Friday following the close
1118 of the bi-weekly pay period.
1119

1120 b. When the official payday falls on a holiday, the payday will be observed the day before
1121 the holiday.
1122

1123 c. The City pays employees by direct deposit or check ~~mailed to the employee's~~
1124 ~~residence.~~
1125

1126 E. Certification Incentive Pay

1127 When an employee has or earns an additional license(s) or certification(s) related to the position,
1128 which license(s) or certification(s) exceeds what is required for the employee's position, and the
1129 license(s) or certification(s) can be used to the benefit of the City, the City offers a monthly
1130 incentive pay. ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~

1131 ~~The fire department board of directors will approve certification pay based on the fire department's~~
1132 ~~budget.~~
1133

1134 1. For each additional license or certification that is held or obtained, other than those required
1135 of the position, an incentive monthly amount for each license will be granted.
1136

1137 2. The total certification incentive pay received shall not exceed \$90.00 per month for all such
1138 additional licenses or certifications.
1139

1140 3. A copy of all licenses or certifications required for the employee's position and for which
1141 the employee is being compensated shall be forwarded to the ~~Personnel~~ Human Resources
1142
1143
1144
1145
1146

1147 Director. Employees shall maintain current for all those licenses or certifications required
1148 for the employee's position. The City will be responsible for costs related to required
1149 employee training and renewal of operator certifications required for the position provided
1150 the employee attends a sufficient number of training sessions. The appropriate supervisor
1151 will determine the number and type of sessions.
1152

- 1153 4. ~~If an e~~Employees that fails to renew an optional certification for which they are being
1154 compensated under this policy, ~~they~~ must immediately notify the ~~Personnel~~ Human
1155 Resources Director so that the incentive pay can be discontinued.
1156

1157 F. Education Pay

1158
1159 To encourage employees to continue their education, the City offers a monthly incentive pay.
1160

- 1161 1. Regular full-time employees (except positions that require a degree, the City Manager, and
1162 ~~Department Heads~~ Department Directors) are eligible for education pay.
1163
1164 2. Education pay of \$100.00 per month will be awarded to eligible employees who have
1165 obtained a bachelor's or master's degree from an accredited institution of higher learning.
1166 Education pay maximum will not exceed \$100.00 per month.
1167
1168 3. It is the employees' responsibility to furnish documentation that proper accreditation was
1169 in place at the time they obtained the degree.
1170
1171

1172 G. Longevity Pay

1173
1174 To compensate employees for their length of service to the City, longevity pay is calculated at
1175 \$6.00 per month of employment. It is paid ~~the first week of December~~ on the Wednesday before
1176 Thanksgiving and employees must have been employed with the City more than six months on the
1177 day payment is issued.
1178
1179

1180 H. Separation Pay

- 1181
1182 1. Separation pay includes any accrued leave or compensatory time for non-exempt
1183 employees and any applicable accrued leave for employees eligible for paid leave under
1184 the City's leave policies. ~~(Fire Department employees refer to Section 16 or Fire~~
1185 ~~Department guidelines).~~
1186
1187 2. The City will compensate ~~an~~ employees for any unused vacation leave up to two times
1188 their annual vacation accrual upon retirement or termination, provided the employee has
1189 worked a minimum of six (6) months for the City. ~~Employees will be paid for unused~~
1190 ~~vacation leave, up to two times their annual vacation accrual upon separation from the Lake~~
1191 ~~Cities Fire Department of the City of Corinth.~~
1192

- 1193 3. The City will compensate employees for any unused sick leave up to 128 hours (192 hours
1194 for Fire Department employees on a 56-hour schedule) upon separation, provided the
1195 employee has worked a minimum of six-five (65) months-years for the City and is
1196 separating in good standing (not terminated for reasons related to misconduct or
1197 performance) having given a two-week notice.

1198
1199 ~~Employees will be paid for unused sick leave, up to 192 hours of sick time upon separation~~
1200 ~~from employment.~~

- 1201
1202 4. Employees cannot use accrued leave (e.g., vacation, holiday, compensatory time) during
1203 the last two (2) weeks of employment unless approved by the City Manager.
- 1204
1205 5. The City reserves the right to deduct the cost of unreturned City property from the
1206 employee's final paycheck. The amount of wages withheld is determined by the
1207 replacement cost of the unreturned property. However, the City shall not make deductions
1208 which result in the employee's pay falling below the minimum wage or the salary basis
1209 test.

1210 1211 1212 **Section 10 Discipline**

1213 1214 **A. Observance of Rules and Policies**

1215
1216 Employees who violate work rules or policies of the City are subject to disciplinary action,
1217 including possible termination. Disciplinary action may also be imposed for performance contrary
1218 to training or failure to carry out instructions. Discipline also may result from other unacceptable
1219 conduct or performance, even though not specifically prohibited by a particular work rule or
1220 policy.

1221 1222 **B. Responsibilities**

- 1223
1224 1. Supervisors are responsible for ensuring the proper performance and conduct of employees
1225 under their supervision.
- 1226
1227 2. Supervisors, through the normal chain of command, are responsible for monitoring
1228 disciplinary actions and assisting in handling and documenting discipline situations that
1229 require more than a verbal warning written reprimand.

1230 1231 **C. General Procedures**

- 1232
1233 1. When a supervisor determines that disciplinary action may be needed, the supervisor may
1234 conduct an interview with the employee for the following purposes:
- 1235
1236 a. ~~1.~~ To allow the employee to explain the circumstance(s) in question, either orally or
1237 in writing.

1239 b2. To provide the employee with a clear understanding of the supervisor's observations
1240 and expectations.

1241
1242
1243 c.
1244 3. To proceed with disciplinary action, if warranted.

1245
1246
1247 2. When disciplinary action against a supervisor or Department Director may be necessary,
1248 the next supervisory level up the chain of command shall be responsible for instituting the
1249 disciplinary process in consultation with the Human Resources Director. The City Manager
1250 may take appropriate disciplinary action against any employee in consultation with the
1251 Human Resources Director. All actions taken by the City Manager are final and may not
1252 be appealed.

1253 1254 D. Forms of Disciplinary Action

1255
1256 The following steps are intended to provide a range of disciplinary actions that may be used to fit
1257 the circumstances of the violation. The steps below will not necessarily be taken in the order
1258 listed. ~~T~~ and the City may enforce any level of disciplinary action, including immediate
1259 termination of employment, depending upon the severity of the conduct and the employee's work
1260 performance, and prior disciplinary history, the employee's length of service, and mitigating
1261 circumstances, if any. Department heads ~~Department heads~~ Department Directors may remove an employee from the
1262 worksite with City Manager's approval for up to two weeks with pay during any investigative
1263 process. The disciplinary steps below are not exhaustive and the City reserves the right to deviate
1264 from the steps below when other forms of discipline are warranted.

1265
1266
1267 ~~Written warnings shall be removed from the official record after a period of two years has elapsed~~
1268 ~~since the warning was issued.~~

1269
1270 1. ~~Initial Warning~~ Written Reprimand – Level I. This step is intended to inform the employee
1271 in writing that violations of policy or other conduct are unacceptable. The supervisor
1272 prepares a memorandum documenting the questionable actions in as much detail as
1273 possible to inform the employee of the unacceptable performance or conduct and potential
1274 consequences. The supervisor shall then consult with the next level of supervision, the
1275 Department Director, and the Human Resources Director prior to issuing the reprimand.
1276 The supervisor shall provide a copy of the memorandum to the employee. The supervisor
1277 prepares a memorandum documenting the questionable actions in as much detail as
1278 possible and consults with the next level of supervision, the Department Director, and the
1279 Human Resources Director prior to issuing the reprimand. The immediate supervisor may
1280 deliver an initial warning to the employee, either written or verbal, without management
1281 approval. After such warning, the supervisor will forward written documentation of the
1282 circumstances and the action taken. The supervisor prepares a memorandum informing the
1283 employee of the unacceptable performance or conduct and potential consequences, and
1284 provides a copy of the memorandum to the employee. The memorandum is to be sent

1285 ~~through the chain of command.~~ The original memorandum will be provided to the and to
1286 the Personnel-Human Resources Director-Office to become part of the employee's
1287 personnel file. ~~A copy of the memorandum will be sent to the employee.~~

- 1288
- 1289 2. Second Warning Written Reprimand – Level II. This ~~warning reprimand~~ constitutes formal
1290 written notification to notifies the employee in writing that poor performance and/or
1291 conduct or violation of rules or policies has jeopardized the employee's status and that
1292 continuation of these practices may result in further disciplinary action. The supervisor
1293 prepares a memorandum documenting the questionable actions in as much detail as
1294 possible to inform the employee of the unacceptable performance or conduct and potential
1295 consequences. The supervisor shall then consult with the next level of supervision, the
1296 Department Director, and the Human Resources Director prior to issuing the reprimand.
1297 The supervisor shall provide a copy of the memorandum to the employee. ~~The supervisor~~
1298 ~~documents the questionable actions in as much detail as possible and consults with the next~~
1299 ~~level of supervision, the Department Director and the Personnel-Human Resources Director~~
1300 ~~prior to issuing the warning reprimand.~~ The supervisor prepares a letter ~~memorandum to~~
1301 ~~the employee informing the employee of the seriousness of the situation and potential~~
1302 ~~consequences., and provides a copy of the memorandum to the employee.~~ The original
1303 memorandum will be provided to the Human Resources Office to become part of the
1304 employee's personnel file. ~~A copy of the letter is placed in the employee's personnel file.~~

- 1305
- 1306 3. Suspension. A suspension is a short period of time off (up to two weeks) without pay to
1307 provide notice that the employee is facing a possible demotion or discharge/termination -if
1308 performance or conduct does not improve. A ~~department head~~ Department Director, or
1309 designee, may suspend an employee without pay when such action is deemed necessary to
1310 correct the employee's ~~behavior~~ conduct or performance. -Prior to action being taken, the
1311 ~~department head~~ Department Director and the intervening supervisor ~~should~~ shall discuss
1312 the matter with the Human Resources Director and obtain the City Manager's approval.
1313 Additionally, prior to action being taken, the Department Director and the intervening
1314 supervisor should discuss with the employee his or her overall work record, disciplinary
1315 history, work performance, attendance, and conduct as applicable. If the ~~Department~~
1316 ~~Head~~ Department Director-City Manager determines that a suspension is appropriate, the
1317 Department Director or designee the employee is notified, notifies the employee in writing,
1318 ~~of the suspension-~~ and provides a copy of the memorandum to the employee. The original
1319 memorandum will be provided to the Human Resources Office to become part of the
1320 employee's personnel file. ~~A copy of the letter is placed in the employee's personnel file.~~
1321 ~~Suspension without pay in excess of two calendar weeks must have the City Manager's~~
1322 ~~approval.~~ Suspension without pay of any exempt employee must be authorized
1323 discussed in advance with the Human Resources Director.

- 1324
- 1325 4. Demotion. Consideration of demotion and the procedures related thereto shall be the same
1326 as similar to those for suspension.

- 1327
- 1328 5. ~~5.~~ Termination. If a supervisor believes that termination is indicated appropriate, the
1329 ~~supervisor may instruct the employee to leave work immediately and await instructions.~~
1330 employee will be placed on Administrative Leave with or without pay as approved by the

1331 **City Manager.** The supervisor will review the circumstances and supporting documentation
1332 with his or her supervisor, or designee, and the **Personnel** **Human Resources** Director. **The**
1333 **procedures for termination shall be the same as those for suspension and demotion, will**
1334 **typically be followed for termination.** Prior to administering the termination, the supervisor
1335 **responsible for the termination shall discuss the matter with the Human Resources Director**
1336 **and obtain the City Manager's approval.** When a decision has been reached, the supervisor
1337 **will notify notifies** the employee of the decision **and provides a .** ~~A copy of the~~
1338 ~~memorandum is provided to the employee.~~ **The original memorandum will be provided to**
1339 **the Human Resources Office to become part of the employee's personnel file.**

1340
1341 ~~5. A copy of the letter is placed in the employee's personnel file.~~

1342 1343 E. Appeals

- 1344
- 1345 1. An employee may appeal a disciplinary action, including **discharge** **termination**, by filing a
1346 **written** request with the **Personnel** **Human Resources** Director within five (5) working days
1347 from the date of notification of disciplinary action taken. ~~The~~ **Department Director or**
1348 supervisor immediately above the employee's supervisor who gave the ~~warning~~ **Written**
1349 **Reprimand – Level I or II** will hear the appeal ~~of an Initial Warning.~~ ~~All~~ **other** appeals
1350 will be scheduled and heard by the City Manager or designee. All decisions and
1351 disciplinary actions by the City Manager shall be final. ~~(Fire Department employees refer~~
1352 ~~to Section 16 or Fire Department guidelines).~~
 - 1353
 - 1354 2. Any and all appeals filed later than five (5) working days after the date the employee is
1355 formally notified of disciplinary action shall be denied and the current status of the action
1356 shall become final.
 - 1357
 - 1358 3. All appeals will be scheduled and heard within a reasonable time from the date the appeal
1359 is ~~received~~ **filed with the Human Resources Director.**

1360
1361 ~~The fire department board of directors will hear appeals prior to the City Manager for the City of~~
1362 ~~Corinth.~~

1363 1364 1365 **Section 11 Performance Appraisal**

1366 1367 A. Purpose

1368
1369 The performance appraisal program provides a method for comparing each employee's
1370 performance to the work expected for the position. It should promote a common understanding of
1371 individual needs, work objectives, and specific job standards of acceptable performance.

1372 1373 B. Responsibilities

- 1374
 - 1375 1. Generally, the performance appraisal schedule will lead to annual appraisals.
- 1376

- 1377 2. An initial performance appraisal will be conducted six (6) months after an employee is
 1378 hired. Thereafter, performance appraisals will be conducted according to schedules and
 1379 guidelines developed by the ~~Personnel~~ Human Resources Director for all regular full-time
 1380 and part-time employees scheduled for more than twenty (20) hours per week.
 1381
 1382 3. The ~~Personnel~~ Human Resources Director will maintain records of performance appraisals
 1383 conducted in the employee's personnel file and will provide assistance to supervisors as
 1384 necessary.
 1385
 1386 4. The City Manager is responsible for conducting, on an annual basis, a review of
 1387 performance of each ~~Department Head~~ Department Director according to the individual job
 1388 description developed jointly by the ~~Department Head~~ Department Director and the City
 1389 Manager.
 1390
 1391

1392 **Section 12 Leave Policies**

1393
 1394 A. Purpose

1395
 1396 The purpose of this policy is to provide for appropriate leave and other time off for employees.
 1397

1398 B. Vacation

- 1399
 1400 1. Vacation with pay is authorized for all regular full-time ~~regular~~ employees.
 1401
 1402 2. The following schedule is to be used in determining the annual accrual of vacation time,
 1403 for employees in regular full-time pay status. (~~Fire Department employees refer to Section~~
 1404 ~~16 or Fire Department guidelines~~).
 1405

Years <u>of</u> Service	Days of Vacation
0 through 4	10 Days (80 hours)
5 through 14 <u>9</u>	15 Days (120 hours)
15 <u>10</u> and above	20 Days (160 hours)

1406
 1407
 1408
 1409
 1410
 1411
 1412 ~~40 hour per week FD employees receive the same as City of Corinth employees. 56 hour~~
 1413 ~~per week~~ Fire Department employees receive the following:

0- <u>through</u> 4 Years	120 hours per year (5 shifts)
5- <u>through</u> 14 <u>9</u> Years	180 hours per year (7.5 shifts)
15 <u>10</u> Years and above	240 hours per year (10 shifts)

- 1414
 1415
 1416
 1417
 1418
 1419
 1420 3. Prorated Accrual of vacation begins upon employment and vacation leave may be taken
 1421 ~~or paid, upon separation,~~ after six (6) months of service.
 1422

- 1423 4. Vacation leave may not be used in advance of accrual without written approval of the City
 1424 Manager.
 1425
 1426 5. Vacation leave ~~must~~ shall not be used in increments of less than one (1) hour.
 1427
 1428 6. Employees shall schedule their vacation periods with approval of their supervisors as far
 1429 in advance as possible.
 1430
 1431 7. Employees may accumulate vacation leave up to two times their annual accrual rate.
 1432
 1433 8. In the event of an emergency or work scheduling requirements, employees may be required
 1434 to defer their vacation. Authorization under this policy shall be at the discretion of the
 1435 City. If such deferment of leave for benefit of the City would cause the employees to
 1436 accrue more than the maximum allowed amount, the City will, at its option, compensate
 1437 the employees for such excess leave or authorize ~~employee~~ them to exceed the maximum.
 1438

1439 C. Sick Leave

- 1440
 1441 1. Sick leave with pay is authorized for all regular full-time employees when absent from
 1442 work for personal health reasons or when attending to an immediate family member who
 1443 is ill. Immediate family member is defined as: spouse, child, step-child, parent, step-parent,
 1444 parent-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, grandparent,
 1445 grandparent-in-law, grandchild, legal guardian, or ward. This definition applies to the sick
 1446 leave section only.
 1447
 1448 2. Regular full-time employees accrue ~~sixty four (64)~~ ninety six (96) hours of sick leave per
 1449 year. - Accrual begins immediately upon employment. Sick leave may be carried over from
 1450 one year to the next, and can accumulate up to a maximum of ~~520~~ 720 hours. When an
 1451 employee has accumulated ~~520~~ 720 hours, the employee ~~will~~ shall not ~~continue to accrue~~
 1452 additional sick leave. ~~(Fire Department employees refer to Section 16— Fire Department~~
 1453 ~~Employees).~~
 1454
 1455 56 hour hours per week Fire Department employees accrue 144 hours of sick leave per year.
 1456 Sick leave may be carried over from one year to the next, and can accumulate up to a
 1457 maximum of ~~730~~ 1010 hours. ~~After~~ When an employee has accumulated ~~730~~ 1010 hours,
 1458 the employee shall not accrue additional sick leave. See Section 9.H, Separation Pay for
 1459 maximum sick leave separation pay
 1460
 1461 40 hour per week fire department employees receive the same as City of Corinth
 1462 employees. 56 hour per week employees receive the following:
 1463 120 hours per year
 1464
 1465 3. Prorated accrual of sick leave begins upon employment. Sick leave is prorated by dividing
 1466 the total amount of sick leave by 26 (total number of pay periods in a year). The resulting
 1467 amount is the sick leave accrued each pay period. Sick leave, if needed, may be taken after
 1468 one (1) month of service.

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- 4. In order to receive compensation during an absence due to illness, employees must notify their supervisors ~~prior to or within~~ one-half hour ~~after~~ prior to the appointed work time. Failure to give such notification, except in an emergency or due to unusual circumstances, as determined by the supervisor, may result in an employee's absence being charged to leave without pay for that day.

- 5. ~~The City may require a physician's statement for absences due to illness or injury in excess of three (3) days per occurrence.~~ The City may require An employee must to present satisfactory, written proof of illness or injury for the employee or immediate family member that prevents him or her from working. when the employee uses sick leave for three (3) or more consecutive work days and at any other time if requested by the City. Once requested, employees must present such written proof within five (5) business days to the Human Resources Director.

- 6. Sick leave may not be used in advance of accrual.

- 7. Sick leave ~~must~~ shall not be used in increments of less than one (1) hour.

- 8. Abuse of sick leave, including use of sick leave for anything other than an illness, injury, or doctor/dentist appointment as provided for in this policy, may result in immediate disciplinary action, up to and including termination of employment, and may also render the employee ineligible for paid sick leave benefits. Abuse of sick leave occurs when an employee uses sick leave for unauthorized purposes, or misrepresents the actual reason for the absence, or fails to timely provide proof of injury or illness to the Human Resources Director. In addition, inappropriate sick leave usage occurs when usage of sick leave, not protected by law, becomes so frequent that an employee cannot fulfill the employee's essential job functions.

- 9. An employee on sick leave, whether paid or unpaid, may not work a second job during the period of leave, even if he or she has written authorization from the Department Director to work a second job. The only exceptions to this policy must be obtained in writing from the Department Director who will submit it to the Human Resources Department.

D. Holidays

- 1. Regular full-time and regular part-time employees are eligible for paid holidays authorized by the City.

- 2. Eligibility for holiday pay begins with the first day of employment.

- 3. The City observes the following days as paid holidays for all regular employees.
 - a. New Year's Day – January 1

 - b. Martin Luther King, Jr. Day – 3rd Monday in January

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- c. Good Friday - Friday before Easter
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4
- f. Labor Day/September 11 - 1st Monday ~~of in~~ September
- g. Thanksgiving Day - 4th Thursday ~~of in~~ November
- h. Day After Thanksgiving - 4th Friday ~~of in~~ November
- i. Christmas Eve - December 24
- j. Christmas Day - December 25
- k. One Personal Holiday – Floating Holiday

~~40 hour per week FD employees receive the same as City of Corinth employees. 56~~ hour per week Fire Department employees will receive ~~(11)~~ twelve-hour shifts (132 hours) of holiday time per year. All employees will accrue holiday time regardless if the holiday is worked or not. Employees scheduled to work holidays will be paid at the regular rate.

- 4. Holidays that fall on Saturday will typically be observed on Friday. Holidays that fall on Sunday will typically be observed on Monday as determined by the City Manager.
- 5. Floating ~~h~~Holidays accrual will occur on the 1st payroll in January. Employees on a 9-hour schedule will accrue the holiday leave of a number of hours equal to the difference between the total holiday hours (88 hours) and the hours required to cover the remaining appointed holidays for the calendar year. ~~Floating holiday hours may be accrued up to a maximum of 13 hours annually.~~
- 6. Employees must be in a pay paid status on the scheduled workday immediately prior to and following a holiday to be eligible for holiday pay. Employees receiving workers' compensation benefits or short-term/long-term disability benefits are not considered in paid status.
- 7. Floating holiday leave must be scheduled and pre-approved by the employee's supervisor. Such ~~l~~Leave will be granted if not disruptive to City services. Floating holiday leave ~~must~~ shall not be used in increments of less than ~~four~~ one (1) hours.
- 8. The first Monday ~~of in~~ September will be observed as the September 11 holiday for firefighters as established by state statute.

1560 9. Regular part-time employees will receive pro-rated holiday pay ~~on a pro-rated basis~~ based
1561 upon the following scheduled hours worked per week-:

<u>Number of Hours Worked pPer Week</u>	<u>Pro-Rated Holiday Hours</u>
1564 1 to 10 hours	2 hours
1565 11 to 20 hours	4 hours
1566 21 to 30 hours	6 hours
1567 Over 31 hours	8 hours

1568
1569 E. EmergencyBereavement Leave

1570
1571 1. Regular full-time —and regular part-time employees are eligible for paid
1572 emergencybereavement leave. Bereavement leave is an additional employee benefit and
1573 does not draw from the employee’s accrued leave.

1574
1575 2. EmergencyBereavement leave benefits begin on the first day of employment.

1576
1577 3. Employees may take up to 24 hours (three working days) of paid bereavement leave for a
1578 death of an immediate family member as approved by the Department Director.

1579
1580 4. Immediate family member is defined as: spouse, child, step-child, parent, step-parent,
1581 parent-in-law, person(s) in loco parents, brother, brother-in-law, sister, sister-in-law,
1582 grandparent, grandparent-in-law, grandchild, legal guardian, or ward. This definition
1583 applies to the bereavement leave section only.

1584
1585 5. An employee may be required to provide proof of death/funeral/family relationship in
1586 support of bereavement leave.

1587
1588 6. The Department Director may approve an employee to take accrued leave after having
1589 taken bereavement leave.

1590
1591 F. Personal Leave

1592
1593 ~~Non exempt employees may request and be granted up to three paid hours per month in~~
1594 ~~order to take care of personal business that could not otherwise be scheduled outside of~~
1595 ~~working hours. (Fire Department employees refer to Section 16 or Fire Department~~
1596 ~~guidelines).~~

1597
1598 Only employees assigned to a 40 hour workweek will be eligible for personal leave time.

1599
1600 GF. Administrative Leave

1601
1602 ~~Upon approval by t~~The City Manager may place, an employee ~~may be placed~~ on Administrative
1603 Leave, with or without pay, for a period of time not to exceed two (2) weeks. Upon approval by
1604 the City Manager, Administrative Leave may be extended with a review every two (2) weeks.
1605

H.G. Family and Medical Leave

Eligible employees shall be entitled to a maximum of twelve (12) weeks of unpaid leave under the Family and Medical Leave Act, as amended (FMLA) during a twelve (12) month period; (1) for the birth, adoption or foster placement of an employee's child; (2) to care for a spouse, parent, child, stepchild, or an individual with whom the employee is standing "in loco parentis" with a serious health condition~~to care for a spouse, parent, son, or daughter, stepchild, or child with whom the employee is standing "in loco parentis" to the child with a serious health condition;~~ or (3) where, because of a serious health condition, the employee is unable to perform the functions of his or her position.

1. To be eligible for benefits an employee must have been employed for at least twelve (12) months and worked for at least 1,250 hours during the twelve (12) months immediately preceding the commencement of leave. To determine eligibility for leave, the City uses a rolling 12-month period measured backward from the date of any FMLA leave.

2. Serious health condition, for the purposes of this policy, means an illness, injury, impairment or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care.

~~2.~~3. Whenever an employee's leave is foreseeable, the employee must notify his or her supervisor at least thirty (30) days before the leave is anticipated to begin by submitting the Family and Medical Leave of Absence Request form. Failure to give notice for a foreseeable leave may result in delay of the leave. If, however, the nature of the leave requires that it begin in less than thirty (30) days, employees must notify their supervisors as soon as possible. The employee must provide medical certification from the health care provider (see paragraph below) within fifteen (15) days after requested. Furthermore, continuing proof of disability may be requested at any time as a condition of the leave. There are certain exceptions to eligibility for FMLA and the City is legally permitted to deny a request for leave under certain conditions.

~~3.~~4. Any request for a medical leave must be accompanied by a Medical Certification Form completed by the health care provider of the eligible employee or of the child, spouse or parent of the employee. All medical certifications must be completed and provide all of the requested information. Failure to provide timely completed medical certifications (i.e., fifteen days after requested) may result in the delay of leave and/or termination of employment. ~~Subsequent re-certification and second opinions may also be required.~~ Additional Medical Certification forms are available from the ~~Personnel~~ Human Resources Director.

~~4.~~5. Employees may choose to retain or use accrued paid vacation, ~~and sick leave, floating holiday, and compensatory time off~~ for the length of the unpaid leave period. Eligible employees who are on leave due to a work-related serious health condition will be placed on FMLA and this time will count toward their FMLA ~~benefits~~ allotment. In no instance

1652 will the total amount of time used for any purposes authorized under FMLA exceed twelve
1653 (12) weeks in any twelve (12) month period.

1654
1655 ~~5.6.~~ Employees who qualify for FMLA may exercise their rights to leave on an intermittent
1656 basis. However, when intermittent leave is taken, the employee, depending on the needs
1657 of the City, may be transferred to a position that is better suited to intermittent absences.

1658
1659 ~~6.7.~~ Employees who were receiving group health plan benefits just prior to taking **leave under**
1660 **the** FMLA may elect to continue those benefits during an approved FMLA. Employees
1661 who elect to continue coverage during their FMLA must continue to pay their portion of
1662 monthly health care premiums as indicated above. Employees have a thirty (30) day grace
1663 period in which to make premium payments. If payment is not made timely, the group
1664 health insurance may be canceled, provided they are notified in writing at least fifteen (15)
1665 days before the date that health coverage will lapse, or, at the City's option, the City may
1666 pay the employee's share of the premiums during the FMLA leave, and recover these
1667 payments from the employee upon return to work.

1668
1669 ~~7.8.~~ Except in special circumstances, employees who fail to return to work for at least thirty
1670 (30) days following a FMLA are required to repay any group health plan premiums that
1671 were paid by the City during their leave.

1672
1673 ~~8.9.~~ Vacation and sick leave will accrue while an employee is on Family and Medical Leave
1674 for a period up to six weeks.

1675
1676 ~~9.10.~~ Following an approved FMLA leave, an employee will be returned to the same
1677 position or to an equivalent position, provided that the employee returns within the twelve
1678 (12) week period.

1679
1680 ~~10.11.~~ Upon return to work after a leave taken for the employee's own ~~severe~~ **serious**
1681 health condition, the employee must provide a certification signed by the employee's health
1682 care provider which clearly indicates that with respect to the conditions for which leave
1683 was taken, the employee is fit to return to work.

1684
1685 ~~11.12.~~ An employee taking a FMLA **leave** for the birth or adoption of a child must initiate
1686 the leave within one (1) year of the birth or adoption.

1687
1688 **H.** Military Leave

1689
1690 1. Employees who participate in the United States Armed Forces Reserve or National Guard
1691 are provided a reasonable amount of time off for recurring reserve training. Normally,
1692 fifteen (15) calendar days of paid military leave will be granted per year. While on military
1693 leave, an employee will continue to accrue benefits provided by the City.

1694
1695 2. Requests for military leave beyond fifteen (15) days will be reviewed with respect to the
1696 City needs and applicable state and federal laws.

1697

1698 3. Regular employees who enter military service or become called to active duty for an
1699 extended period are granted an unpaid leave of absence and will be reinstated upon
1700 completion of the duty in the same position (or a similar position with the same pay, rank,
1701 and seniority) in accordance with applicable state and federal laws.

1702
1703 4. Military Exigency Leave: employees who are otherwise eligible for FMLA leave, and who
1704 have a spouse, parent, child, stepchild, or an individual with whom the employee is
1705 standing “in loco parentis” with, or next of kin to that is deployed, has been notified of an
1706 impending deployment to a foreign country, has been called to active duty, or who has been
1707 notified of an impending call to active duty status in support of a contingency operation
1708 may be eligible for a military exigency leave and take up to 12 weeks of leave in one 12-
1709 month period. ~~employees who are otherwise eligible for FMLA leave, and who have a~~
1710 ~~spouse, parent, or child, stepchild, or child with whom the employee stood “in loco~~
1711 ~~parentis” to the child, or next of kin that is deployed or has been notified of an impending~~
1712 ~~deployment to a foreign country may be eligible for a military exigency leave on or has~~
1713 ~~been called to active duty or who has been notified of an impending call to active duty~~
1714 ~~status in support of a contingency operation may take up to 12 weeks of leave in one 12-~~
1715 ~~month period, in combination with regular FMLA leave. This FMLA leave can be for up~~
1716 ~~to 12 work weeks, and can be used for the following:~~

- a. to address issues arising from short-notice deployment (7 or less days);
- b. to address legal/financial arrangements arising from active duty;
- c. to attend counseling;
- d. to attend military events;
- e. to spend time with family member on R&R rest and recuperation leave (up to 5 calendar days);
- f. to attend post-deployment activities (within 90 days after return from active duty);
- g. to address child-care issues.

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1727 3.5. Military Caregiver Leave: employees who are the spouse, parent, child, stepchild, or an
1728 individual with whom the employee is standing “in loco parentis” with, or is next of kin to
1729 a service member who incurred a serious injury or illness ~~employees who are the spouse,~~
1730 ~~parent, child, stepchild, or child with whom the employee stood “in loco parentis” to the~~
1731 ~~child, or next of kin of a service member who incurred a serious injury or illness while on~~
1732 ~~active duty in the Armed Forces and is undergoing medical treatment, recuperation or~~
1733 ~~therapy, may take up to 26 weeks of leave to care for the injured service member in one~~
1734 ~~12-month period.~~

1735 1736 J.I. Jury Service Civil Leave

1737
1738 The City of Corinth provides paid cCivil ~~l~~leave to regular full-time employees and regular part-
1739 ~~time~~ employees required to serve on jury duty, subpoenaed, or requested to testify as a-witnesses
1740 by the City in a City-related civil, criminal, legislative, or administrative proceeding.

- 1741
1742 1. The City encourages its employees to fulfill their civic duty by serving on a jury if called.
1743

- 1744 2. When jury service is less than a full day, employees are expected to report for work during
1745 the period of time they are not required for the jury.
1746
- 1747 3. An eEmployees on jury service working othher than day shifts must arrange reporting
1748 requirements with his or hertheir supervisor.
1749
- 1750 4. While on jury duty, employees will be granted time off with pay. This paid civil leave is
1751 an additional employment benefit and will not draw from the employee's accrued leave.
1752
- 1753 5. Employees must provide documentation of the requirement for jury duty, subpoena
1754 compliance, etc., with their leave request. Employees must submit cCivil LLeave requests,
1755 along with supporting documentation to their supervisor as soon as possible so that
1756 arrangements can be made to accommodate their absence.
1757

1758 K. Leave Pool
1759 —

- 1760 1. To help reduce the hardship due to a prolonged or catastrophic off the job illness, injury,
1761 or disease that forces an eligible employee to exhaust all accrued paid leave time for
1762 medically related reasons. (Fire Department employees refer to Section 16 or Fire
1763 Department guidelines).
1764
- 1765 2. Any illness, injury, or disease that causes an employee to be unable to
1766 perform, with reasonable continuity, the substantial, material, and essential
1767 functions of their job for medically related reasons due to a serious health
1768 condition of self, spouse, parent, or child, as certified by a licensed health care
1769 provider. —
1770
- 1771 3. Any illness, injury, or disease that causes an employee to be unable to
1772 perform, with reasonable continuity, the substantial, material, and essential
1773 functions of their job for medically related reasons due to a serious health
1774 condition of self, spouse, parent, or child, as certified by a licensed health care
1775 provider. —
1776
- 1777 4. A panel of five (5) will determine the eligibility of the request for donated
1778 leave. The panel will consist of two (2) employees, two (2) Directors, and the
1779 Personnel Director. Every January 1st, a new panel will be selected with the
1780 Personnel Director remaining.
1781
- 1782 5. Any eligible employee who is denied may appeal the decision of the panel
1783 within ten (10) calendar days of the panel's decision by filing an appeal in
1784 writing with the City Manager. The City Manager shall issue an opinion
1785 within ten (10) working days of the date of receipt of the employee's appeal.
1786 The decision of the panel shall be final if no appeal is filed within the ten (10)

1787 day period.

- 1788
- 1789 ~~6. All regular full time employees who are eligible to accrue sick and vacation~~
- 1790 ~~leave are eligible to donate time to be used by another employee.~~
- 1791
- 1792 ~~7. An employee must be a current member of the leave pool to receive donated~~
- 1793 ~~leave.~~
- 1794
- 1795 ~~8. Part time and temporary employees are not eligible for sick and vacation leave~~
- 1796 ~~therefore are not eligible to donate or receive leave.~~
- 1797
- 1798 ~~9. All regular full time employees who have forty eight (48) hours of sick and~~
- 1799 ~~vacation leave are eligible to donate to the leave pool. An eligible employee~~
- 1800 ~~must be employed with the City for one (1) year to be eligible to use donated~~
- 1801 ~~leave.~~
- 1802
- 1803 ~~10. All employees on donated leave time will be under FMLA.~~
- 1804
- 1805 ~~11. Employees will become members by donating eight (8) hours of leave time to~~
- 1806 ~~the pool during the current open enrollment period. Contributions are non-~~
- 1807 ~~refundable.~~
- 1808
- 1809 ~~12. Open enrollment will be held once a year with membership effective in~~
- 1810 ~~January. Participation is voluntary. Continuation of membership will be~~
- 1811 ~~automatic to the next open enrollment period unless a written request has been~~
- 1812 ~~received requesting cancellation.~~
- 1813
- 1814 ~~13. To receive donated leave an employee or an employee's designee must fill out~~
- 1815 ~~a request for donated leave and forward it to the Personnel Department for the~~
- 1816 ~~publication of a request for donated leave. The request must be accompanied~~
- 1817 ~~by a certification from a licensed health care provider.~~
- 1818
- 1819 ~~14. If the bank's leave hours are depleted, employees will be advised of this event~~
- 1820 ~~and asked to voluntarily contribute additional hours to the bank. Employees~~
- 1821 ~~may not donate more that fifty (50) % of their current leave balance in one~~
- 1822 ~~calendar year. An eligible employee will not receive more hours than the~~
- 1823 ~~balance in the leave pool bank.~~
- 1824
- 1825 ~~15. Employees in need of donated leave may not receive more than six (6) weeks~~
- 1826 ~~in a revolving year. The new year will begin one year after the first day of~~
- 1827 ~~donated leave.~~

1828
1829 ~~16. Donated leave will be counted as income for the receiving employee and taxed~~
1830 ~~as such. Health insurance premiums and other benefit premiums will continue~~
1831 ~~to be deducted appropriately as long as the employee receives pay. It is the~~
1832 ~~receiving employee's responsibility to review all benefits during the leave~~
1833 ~~time.~~

1834
1835 ~~17. Sick, vacation and longevity will continue to accrue while the employee is~~
1836 ~~drawing pay through the leave pool.~~

1837
1838 ~~18. When a participating employee exceeds their sick or vacation accrual, this~~
1839 ~~leave time will automatically roll into the leave pool.~~

1840
1841 ~~19. An employee may incur disciplinary action for the inappropriate use of~~
1842 ~~donated leave.~~

1843
1844 ~~Fire department personnel will not participate in the City of Corinth leave pool.~~

1845 1846 **Section 13 Workers' Compensation**

1847 1848 A. Policy

1849
1850 The City, acting under the Texas Workers' Compensation Act, provides workers' compensation
1851 coverage benefits to employees for injuries or illnesses sustained to by the employee during the
1852 course and scope of their employment.

1853 1854 B. Responsibilities

- 1855
1856 1. Employees who suffer an occupational injury or illness, however minor, must report the
1857 incident to their supervisor as soon as possible after the incident occurs.
- 1858
1859 2. The supervisor or other designated person shall ensure that emergency treatment is
1860 obtained for employees who may become injured or ill on the job.
- 1861
1862 3. Upon notification of an injury, the immediate supervisor shall conduct an investigation and
1863 provide information to the person responsible for workers' compensation records in the
1864 department and the Human Resources Office and claims and to the safety officer in
1865 accordance with the City's established loss control procedure program practice.
- 1866
1867 4. Employees returning to work from a lost-time injury must have a release from the been
1868 allowed to return to work by their attending physician. Employees must provide a copy of
1869 the Texas Workers' Compensation Work Status Report to the Human Resources
1870 Department. The Human Resources Department will coordinate the employee's return to
1871 work.

- 1873 5. Employees who are off duty due to an occupational injury or illness shall report weekly by
1874 telephone to their supervisors and keep their supervisors apprised of their status.
1875
- 1876 6. The City may require an employee to return to partial or light duty work status in
1877 accordance with the “Temporary Modified Duty Assignments” Procedure when physically
1878 and medically able to do so, provided such work assignments are available.
1879
- 1880 7. Employees ~~who are~~ receiving benefits under the Workers' Compensation Act ~~and~~ who are
1881 unable to work their regular duties and schedules shall not engage in any secondary
1882 employment (including self-employment) whatsoever without the prior written approval
1883 of their supervisors. — Department Director and the Human Resources Department.
1884 Employees engaging in other employment while collecting benefits and not working
1885 regular duties and schedules may will be subject to disciplinary action, which could include
1886 termination from of employment.
1887

1888 C. Benefits

- 1889 1. The City will compensate the employee the difference between the Workers’
1890 Compensation payments and the employee’s regular full time pay if the employee is
1891 receiving a statutory Temporary Income Benefit (TIB) and while being employed with the
1892 City. This benefit will be suspended or initially denied if an employee fails to comply with
1893 City policy and directions. Under no circumstances will an employee on workers’
1894 compensation leave receive more paid benefits (workers’ compensation and salary
1895 continuation benefits) than the amount the employee would receive in base salary/wages
1896 (excluding overtime, shift differential, and Field Training Officer pay).
1897
- 1898 2. An employee receiving workers’ compensation benefits should be immediately available
1899 by phone to the Human Resources Department and/or the employee’s department during
1900 the employee’s normal work hours, (with the exception of doctor visits, a hospital stay, and
1901 brief limited errands), unless otherwise directed by the Department Director.
1902
1903
1904

1905 **Section 14 Employee Benefits**

1906 The City provides a number of benefits and types of coverage to eligible workers. Eligibility for
1907 certain benefits may be subject to employment status or number of hours worked. Generally, the
1908 City provides the following benefits to its employees.
1909

- 1910 A. Group Health Program
1911
- 1912 B. Group Life and AD&D Insurance Program
1913
- 1914 C. Retirement Program
1915
- 1916 D. Short-Term Disability Plan
1917
1918

- 1919 E. Long-Term Disability Plan
- 1920
- 1921 F. Section 125 “Cafeteria” Benefit Program
- 1922
- 1923 G. Section 457 Deferred Compensation Program
- 1924
- 1925 H. 401(a) Qualified Plan for Matching Section 457 Contributions
- 1926

1927 The City reserves the right to change or terminate any of the benefit programs or to require or
 1928 increase employee premium contributions for any benefit program at its discretion and without
 1929 cause or notice to employees.

1930
 1931

Section 15 Vehicle Use Policy

1932

~~A.A. I. POLICY STATEMENT~~ Policy:

1933

1936 City Vehicles shall be used only for City business except as otherwise provided in the
 1937 administrative procedures promulgated by the City of Corinth, ~~the and~~ General Orders ~~No. 400.09~~
 1938 of the Police Department, ~~the Operations Manual of the Fire Department~~, or as specified by the
 1939 City Council. Risk of loss from vehicle accidents involving all City employees will be minimized
 1940 through driver record screening, hands-on training and education, defensive driving training, and
 1941 standardized vehicle accident review procedures.

1942

1943 This policy applies to all ~~employees~~ regular full-time, regular part-time, temporary, and seasonal
 1944 ~~employees~~. Police Officers and Fire Fighters are subject to the applicable provisions of Texas
 1945 ~~Local~~ Government Code and the general and special orders of the Police and Fire Departments,
 1946 which may incorporate some or all of the provisions of this policy.

1947

~~B.B. II ADMINISTRATIVE PROCEDURES:~~ Definitions

Contents:

1948

- 1950 1.0 — ~~Definitions~~
- 1951 2.0 — ~~Driver’s Licenses and Driving Records~~
- 1952 3.0 — ~~Driver Safety and Training~~
- 1953 4.0 — ~~Use of City Vehicles~~
- 1954 5.0 — ~~Use of Personal Vehicles~~
- 1955 6.0 — ~~Vehicle or Equipment Accident Procedures~~
- 1956 7.0 — ~~Vehicle Accident Review Procedures~~

1957

- 1958 1. Authorized Personnel shall mean those persons authorized to use a City vehicle in
 1959 accordance with these procedures.
- 1960
- 1961 2. City Business shall mean any authorized work or activity performed by a City employee
 1962 or other person on behalf of the City.
- 1963

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1965
1966
1967
1968
1969
3. City Vehicle shall mean any motor vehicle or motor-driven equipment owned or leased by the City.
 4. On-Call Employees shall mean those employees subject to being summoned to perform City work or duties beyond their normal work hours.

1970 C. ~~Driver's~~Driver Licenses and Driving Records

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2009
1. The City of Corinth requires that all employees driving or operating a City vehicle have the appropriate operator's or commercial ~~driver's~~driver license as required by the State of Texas. Employees who use their personal vehicles while conducting City business shall maintain current liability insurance and ~~driver's~~driver license in accordance with Texas law. Failure to maintain current liability insurance and ~~driver's~~driver license may result in disciplinary action up to and including termination.
 2. ~~The Police Department a~~At the direction of the City Manager and in accordance with proper applicable law, ~~will conduct a~~ ~~driver's~~driver license check through the City's vendor Texas Department of Public Safety ~~will be performed through the Human Resources Department~~ every six months for all City of Corinth employees through the Human Resources Department for those employees who holding positions that have a direct impact on the public's or fellow employees' health, safety and welfare through products or services provided by the City. After a thorough review, the ~~driver's~~driving records of employees whose three-year driving history indicates loss of license, DWI, DUI, multiple moving violations, or vehicle accidents will be forwarded to the applicable ~~Department Head~~Department Director for their review and appropriate action. ~~Employees so identified will be suspended from driving City vehicles during the review process.~~
 3. Individuals who apply for positions or transfer to positions requiring a valid operator's or commercial license, and who do not already possess the requisite license, must pass the written portion of the examination for the specific license required prior to the initial interview. The applicant selected for employment must then pass the driving portion of the examination within five (5) working days and may not begin work until the applicable license is obtained. A ~~driver's~~driver record check will be made prior to assignment to the new position.
 4. Failure to maintain the required ~~driver's~~driver license to operate City vehicles will be sufficient grounds for reclassification to a non-driving position, disciplinary action, or termination.
 5. ~~Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in~~ ~~driver's~~driver license status and any and all arrests, charges, or convictions for Driving While Intoxicated, Driving Under the Influence ~~of Drugs~~, Involuntary (vehicular) Manslaughter, or any type of traffic citation received whether such incidents arose out of work-related driving or not. Employees shall make such self-disclosure to their ~~Department Head~~Department Director supervisor, or his or her designee, at the earliest opportunity and shall not operate any vehicle on City business until cleared to do so by the ~~Department~~

2010 ~~Head~~Department Director, or his or her ~~designate~~designee. ~~–The supervisor shall~~
2011 ~~immediately communicate this information to the Department Director.~~ Employees who
2012 fail to make such required self-disclosure at the earliest opportunity, or who operate a
2013 vehicle on City business prior to making such required self-disclosure, shall be subject to
2014 disciplinary action, including termination. ~~–For the purposes of this section, “earliest~~
2015 ~~opportunity” means prior to 10:00 a.m., local time, on the first business day following the~~
2016 ~~precipitating incident.~~

2017
2018 D. Driver – Safety and Training

- 2019
2020 1. ~~Department Heads~~Department Directors shall confirm that an employee or applicant has
2021 demonstrated the ability to operate vehicles and special equipment in a safe and competent
2022 manner by requiring the employee to operate the equipment to the satisfaction of his or her
2023 supervisor. Training will be conducted for those individuals who cannot satisfactorily
2024 operate such equipment. Under no circumstances shall an unsupervised employee be
2025 allowed to operate a vehicle or piece of equipment for which he or she is untrained or
2026 unqualified.
- 2027
2028 2. Employees who are required to operate vehicles as part of their job descriptions or normal
2029 duties should be encouraged to attend a Defensive Driving Course (DDC).
- 2030
2031 3. All City drivers shall wear safety belts when any vehicle is in motion and require all
2032 occupants (including back seat passengers) of the vehicle to do likewise. This Section
2033 applies to motor vehicles, other than motorcycles, as those terms are defined by Tex. Rev.
2034 Civ. Stat. Ann., art 6701d 2, or its successor.

2035
2036 E. Use of City Vehicles

2037
2038 All employees who operate City vehicles and motor-driven equipment must adhere to the
2039 minimum requirements and standards outlined in this section.

2040
2041 1. Rules and Regulations for use of City Vehicles

- 2042
2043 a. No employee shall use a City vehicle for commuting to or from his or her residence
2044 during off-duty work hours unless authorized to do so in accordance with these
2045 procedures and regulations.
- 2046
2047 b. Every employee who is responsible for a City vehicle shall properly secure, lock, and
2048 remove the ignition keys from the vehicle at any time during which the vehicle is
2049 parked and unattended.
- 2050
2051 c. No employee shall use a City vehicle to transport any person, except for the purpose of
2052 performing City business. However, employees authorized to use City vehicles for
2053 commuting to or from their his or her residence may occasionally transport non-City
2054 persons in City vehicles when traveling to or from work or City related business if
2055 approved by the Department Director.

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- d. Every employee driving a City vehicle shall use best efforts to park the vehicle off-street, except when otherwise necessary to perform City business.
 - e. Every employee who drives or is otherwise responsible for a City vehicle shall use all reasonable care in the operation and use of the vehicle and shall promptly report to the appropriate person or department any needed servicing, repairs, or maintenance.
 - f. Each employee operating a City vehicle shall comply with all applicable traffic laws.
 - g. An employee shall not transport alcoholic beverages or any other intoxicant within or upon a City vehicle at any time.
 - h. Employees are not authorized to conduct personal business in City vehicles during work hours except as specifically authorized by this policy. –“Personal business” includes running personal errands and shopping.
 - i. During scheduled work shifts, an employee operating a City vehicle is authorized to stop for reasonable, limited time periods for meals, to obtain refreshments. Discretion will be used by employees when more than three other City vehicles are already present at the establishment.
 - j. Employees operating City vehicles are not authorized to transport family members or friends for non-City business. ~~Supervisors~~ Department Directors may grant specific and limited exceptions to this rule when the employee demonstrates good cause and/or an urgent need. ~~Supervisors~~ Department Directors may only grant such exceptions on a case-by-case basis.
 - k. Employees may operate City vehicles to transport sick or injured individuals to medical care facilities in specific emergency situations.
2. Authorization for “Take Home Vehicles”
- a. An employee may be authorized to take a City vehicle to his or her residence during off-duty hours when an “Authorization for Take-Home Vehicle” Form (~~Attachment~~) has been completed, signed by the employee, and approved by the designated supervisor. –The ~~Department Head~~ Department Director shall maintain a file of all approved requests.
 - b. The authorization for a take-home vehicle may be approved when the employee is an “on-call” employee who has a job-related need for the vehicle after normal working hours, and the employee resides in the corporate limits of the City of Corinth. If the employee does not reside within the corporate city limits, then the situation shall be evaluated by the ~~Department Head~~ Department Director to determine if the “on call” employee can respond back to the city as needed within an appropriate and acceptable amount of time, usually not to exceed thirty ~~twenty~~–minutes. If a ~~Department~~

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~~Head~~Department Director deems it necessary for him/her self to be “on-call” as well as additional personnel, then the same vehicle policy and guidelines shall apply to the ~~Department Head~~Department Director so long as he/she are-is in possession of a city vehicle.

c. Employees authorized to take City vehicles home are authorized to make reasonable, brief, and limited stops before or after assigned work shifts while traveling to and from work to conduct personal errands, such as obtaining a limited number of grocery items (a loaf of bread, gallon of milk, etc.), picking-up cleaning, making bank transactions, and the like. On-call employees, who are allowed to come and go freely but must respond to a return-to-work notification by pager, radio, or telephone, may use “take-home” vehicles for personal business if such use is required to meet response times outlined in Department or Division policies.

~~e.d.~~Employees authorized to take City vehicles home are authorized to transport non-City persons in City vehicles when traveling to or from work or City related business if approved by the Department Director. If the employee is not traveling to or from work or City related business, the employee shall not transport non-City persons in City vehicles. Under no circumstances will family members or friends be transported in the take-home vehicle unless specifically authorized under the provisions of paragraph 4.0 of this policy.

~~d.e.~~The approval for a “take-home” vehicle shall be made for the purpose of assuring the performance of City business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.

3. Use of City Vehicles by Volunteer Personnel

a. Volunteers are authorized to drive City vehicles provided all of the following conditions are met:

- Use is authorized by the ~~Department Head~~Department Director.
- Use enhances the ability of the City to provide services.
- Selected driver has successfully demonstrated the ability to drive the provided vehicle, and
- Selected driver has a current Texas ~~driver’s~~driver license appropriate for the vehicle to be used.

a.b. Volunteer drivers are not considered to be City employees ~~(with the exception of Police and Fire Department Volunteers)~~, and thus are not covered by the Texas Worker’s Compensation Law. However, certain ~~However, the City provides coverage for designated Police and Fire Department Volunteers may receive coverage.~~ These ~~V~~ volunteers who wish to file a claim for injuries or damages associated with their volunteer work must contact the Office of the ~~City Manager~~Human Resources Department.

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F. Use of Personal Vehicles

1. City employees are expected to carry liability insurance on any personal vehicle used to transact City business. Employees will contact ~~his or her~~their insurance carrier to determine the necessity for a “Business Use” rider to their policy. The City will not assume responsibility of pursuing claims against ~~either his or her~~the employee’s carrier or the other driver in the event of a collision or other loss. If the City employee does not receive full compensation (e.g., an uninsured driver), a claim for the unpaid expense may be filed in the Office for the City Manager. –All such claims must be accompanied by full documentation of payments and expenses.
2. Reimbursement for occasional uUse. The City of Corinth will pay employees for using their personal vehicles on City business at the IRS mileage rate, as such may be amended from time to time.
3. Maintenance and Insurance. The City pays for maintenance and insurance costs through the mileage payments. Consequently, the City will not pay employees for vehicle repair costs, but will pay the insurance deductible when warranted. If an employee’s vehicle fails to operate while he or she is out of town on City business, the City will pay reasonable towing costs to the nearest garage. The City will not pay towing costs within the City.
4. Volunteers. Persons who donate their time and services to the City are not covered by the Worker’s Compensation (with the exception of designated Police and Fire Department Volunteers), and the City assumes no liability for the use of their personal vehicle during any volunteer activity.

G. Vehicle or Equipment Accident Procedures

1. 1. When involved in a vehicle collision, each City employee operating a City vehicle or equipment and each City employee operating a personal vehicle in the course of transacting City business is required to do the following:
 - a. Notify his or her supervisor immediately.
 - b. Notify local law enforcement authorities if non-employees were involved or if property not owned by the City is damaged.
 - c. Remain at the scene of the accident until released by competent authority.
 - d. Obtain names and addresses of the other party and any witnesses.
 - e. Talk with no one at the scene concerning the accident except law enforcement officers and to help with any needed medical assistance.

- 2193 f. Under no circumstance, give statements or talk with anyone about the accident after
2194 leaving the scene without first obtaining approval from their ~~Department~~
2195 ~~Head~~Department Director or appropriate Supervisor.
- 2196
- 2197 g. Refuse to sign or place his or her signature upon any papers or documents related to
2198 the accident, except for official police reports and ticket citations, without prior
2199 approval from their ~~Department Head~~Department Director or appropriate Supervisor.
- 2200
- 2201 h. Assist the supervisor in the completion of the City of Corinth—~~“Notification of~~
2202 ~~Accident”~~report report of vehicle accident.
- 2203

2204 2. The Supervisor shall:

- 2205
- 2206 a. Notify the Police Department if the vehicle operator has not already done so.
- 2207
- 2208 b. Notify their ~~Department Head~~Department Director who shall in-turn notify the Office
2209 of the City Manager and the ~~Risk Management/Finance~~Human Resources Office as
2210 soon as possible during regular duty hours. After duty hours, accidents resulting in
2211 death or severe personal injuries shall be reported to the respective ~~Department~~
2212 ~~Head~~Department Director who will inform the Human Resources Director and the City
2213 Manager.
- 2214
- 2215 c. If necessary, go to the scene of the accident to assist in the investigation. Take pictures
2216 of the accident scene as required.
- 2217
- 2218 d. Notify the ~~Department Head~~Department Director immediately for possible substance
2219 abuse testing in accordance with the City Policy.
- 2220
- 2221 e. Complete and submit the ~~“Notification of Accident”~~ report of vehicle accident to the
2222 ~~Office of the City Manager~~Human Resources Office not later than two working days
2223 after the accident.
- 2224
- 2225 f. If the employee was injured, fill out the appropriate worker²s₂ compensation forms.

2227 3. Police Officers Shall:

- 2228
- 2229 a. Investigate all accidents occurring within its jurisdiction involving a City vehicle and
2230 property not owned by the City.
- 2231
- 2232 b. Notify the City driver’s ~~Department Head~~Department Director if the City employee is
2233 physically unable to do so.
- 2234
- 2235 c. Forward a copy of any reports, including amended reports involving City vehicles to
2236 the Chief of Police who shall be responsible for forwarding such reports to the ~~Office~~
2237 ~~of the City Manager~~ Human Resources Office.
- 2238

2239 H. Vehicle Accident Review Procedures

2240
2241 1. The City of Corinth will standardize the review and disposition of all vehicle accidents and
2242 incidents involving City vehicles and drivers. Each ~~Department Head~~Department Director
2243 is responsible for properly investigating any accidents involving vehicles from their
2244 Department and taking responsible measures to assure that such accidents, if preventable,
2245 do not reoccur. The ~~Department Head~~Department Director is also responsible for reporting
2246 such findings to the City Manager who shall in-turn also notify the ~~Finance/Risk~~
2247 ~~Management Director~~ Human Resources Office.

2248
2249 2. ~~At any time an~~ employee ~~wishes wishing~~ to appeal a decision reached by the ~~Department~~
2250 ~~Head~~Department Director related to the findings of an accident investigation, ~~then such~~
2251 ~~appeal~~ shall ~~appeal be made~~ to the City Vehicle Accident Review Board (defined below).
2252 If the affected employee wishes to appeal the decision of the CVARB, then such appeal
2253 shall be made directly to the Office of the City Manager and his/her decision on the matter
2254 shall be final. No further appeal is allowed.

2255
2256 3. City Vehicle Accident Review Board (CVARB). The CVARB shall consist of the following
2257 positions appointed by the City Manager as needed, unless otherwise directed by the City
2258 Manager:

- 2259 • Chief of Police
- 2260 • ~~Chief of Fire (Ex Officio)~~
- 2261 • ~~A Minimum of Three Department Heads~~Department Directors ~~whom are not Dept.~~
2262 ~~heads of the Department in which the appealing employee is assigned~~
- 2263 • ~~One Observer from the Department to which the appealing employee is assigned. This~~
2264 ~~observer is to be appointed by the appealing employee's Department Head~~Department
2265 ~~Director.~~
- 2266 • Public Works Operations Director
- 2267 • Planning Director
- 2268 • Finance Director
- 2269 • Human Resources Director

2270
2271 The CVARB shall meet periodically (as determined by the City Manager) to review:

- 2272 • Standardization of board actions
- 2273 • Trends
- 2274 • Disciplinary actions for certain types of preventable accidents (as required)
- 2275 • Procedural Modifications (as required)

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2280 **Section 16 Fire Department**

2281 AuthorityA. Operations

2282
2283
2284 In order to provide the highest level of service to the lake cities, the Lake Cities Fire

2285 Department shall have in place an “Operations Manual” containing those rules, regulations,
2286 policies, procedures and operating guidelines which addresses those subjects specific to
2287 fire department operations.
2288

2289 The “Operations Manual” will be issued and maintained by the Fire Chief and will govern
2290 all members of the Lake Cities Fire Department. The Fire Chief will be responsible to the
2291 City ~~Manger~~Manager of the City of Corinth for its content and guide. ~~With the exception~~
2292 ~~of those sections addressed herein, and approved by the City Manager of the City of Corinth~~
2293 ~~and the fire department board of directors~~T, the fire department’s “~~Operation’s~~Operations
2294 Manual” will not conflict with the City of Corinth’s Personnel Policy Manual or related
2295 directives issued by the City of Corinth. In the event of any conflict, the provisions of the
2296 City of Corinth Personnel Policy Manual will prevail.
2297

2298 Any disciplinary actions taken for violations of the “Operations Manual” or this Personnel
2299 Policy Manual, shall be taken in accordance with the Texas Government Code. Before any
2300 disciplinary actions are delivered to the employee, the supervisor shall discuss the matter
2301 with the Human Resources Director.
2302
2303

2304 Section 4 — Employment and Selection

2305 C. — Administrative Guidelines

- 2306
2307
2308 1. — ~~The fire dept. will oversee the hiring of fire department employees and will~~
2309 ~~forward information on successful candidates to the Personnel~~
2310 ~~representative for the City of Corinth. All fire department employees will~~
2311 ~~attend City of Corinth orientation.~~
2312

2313 ~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~
2314

2315 D. — Selection Procedures

- 2316
2317 1. — ~~Approval of additional, or replacement positions within the fire department~~
2318 ~~will be approved by the fire department board of directors.~~
2319

2320 ~~Testing will be administered by the fire department in accordance with~~
2321 ~~local, state and federal laws.~~
2322

2323 ~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~
2324
2325

2326 E. — Promotions and Transfers

- 2327
2328 1. — ~~The posting of positions and oversight of promotional process will be the~~
2329 ~~responsibility of the Fire Chief with the information on the successful~~

2330 candidate being forwarded to the Personnel representative for the City of
2331 Corinth.

2332
2333 All fire department promotions will be posted ninety days (90) prior to the
2334 beginning of the promotional process.

2335
2336 5. Promotional testing will be administered by the fire department in
2337 accordance with local, state and federal laws.

2338
2339 All other portions of this sub-section in the City of Corinth Personnel Manual apply.

2340

2341

2342 Section 5 — Orientation and Training

2343

2344 C. Training

2345

2346 3. The board of directors and/or the Fire Chief will approve out of state
2347 training based on the Lake Cities Fire Department's budget.

2348

2349 All other portions of this sub-section in the City of Corinth Personnel Manual apply.

2350

2351

2352 Section 6 — General Work Rules

2353

2354 E. Solicitation

2355

2356 2. Conditions

2357

2358 b. Solicitation for recognized charities and other purposes on fire
2359 department property must be authorized by the Fire Chief.

2360

2361 All other portions of this sub-section in the City of Corinth Personnel Manual apply.

2362

2363

2364 Section 9 — Compensation

2365

2366 C. Work Hours and Overtime

2367

2368 3. Compensatory Time

2369

2370 a. At this time, fire department personnel assigned to a 56-hour workweek will be
2371 paid for ALL overtime.

2372

2373 Fire department personnel assigned to a 40-hour workweek will comply with the City of
2374 Corinth Personnel Policy Manual.

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2376 4. Holiday Pay

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a. ~~Fire department employees assigned to a 56-hour workweek receive (11), twelve-hour holidays per year. All holiday time must be taken within one year from the date it is accrued.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~E. Certification Incentive Pay~~

~~2. The fire department board of directors will approve certification pay based on the fire department's budget.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~H. Separation Pay~~

~~2. Employees will be paid for unused vacation leave, up to two times their annual vacation accrual upon separation from the Lake Cities Fire Department of the City of Corinth.~~

~~3. Employees will be paid for unused sick leave, up to 192 hours of sick time upon separation from employment.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~Section 10 Discipline~~

~~E. Appeals~~

~~The fire department board of directors will hear appeals prior to the City Manager for the City of Corinth.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~Section 12 Leave Policies~~

~~B. Vacation~~

~~2. 40-hour per week FD employees receive the same as City of Corinth employees. 56-hour per week employees receive the following:~~

_____	0-5 Years	_____	120 hours per year (5 shifts)
_____	5-14 Years	_____	180 hours per year (7.5 shifts)
_____	15 Years and above	_____	240 hours per year (10 shifts)

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~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~C. Sick Leave~~

~~2. Sick leave may be carried over from one year to the next, and accumulate up to a maximum of 730 hours. After an employee has accumulated 730 hours, the employee shall not accrue additional sick leave. See Section 12.H, Separation Pay for maximum sick leave separation pay.~~

~~40 hour per week fire department employees receive the same as City of Corinth employees. 56 hour per week employees receive the following:~~

~~120 hours per year~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~D. Holidays~~

~~3. 40 hour per week FD employees receive the same as City of Corinth employees. 56 hour per week employees will receive (11) twelve hour shifts (132 hours) of holiday time per year. All employees will accrue holiday time regardless if the holiday is worked or not. Employees scheduled to work holidays will be paid at the regular rate.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~F. Personal Leave~~

~~Only employees assigned to a 40 hour workweek will be eligible for personal leave time.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~K. Leave Pool~~

~~Fire department personnel will not participate in the City of Corinth leave pool.~~

Section 17 ~~Police/Public Safety Special Procedures~~ Department

A. General Orders, Standard Operating Procedures & Code of Conduct

1. A. General Orders

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It is understood that by the very nature of Law Enforcement and Public Safety, a more stringent level of supervision and guidance is required in order to honorably succeed in providing the elevated level of service and training involved in public safety operations. Therefore, ~~the~~ the Police Department shall have in place as a guideline to Law Enforcement Policies and Procedures called the “General Orders” Manual. This ~~M~~ manual shall be used by police personnel as a guide to law enforcement related questions and situations which may from time to time arise.

The “General Orders” Manual shall be issued and maintained by the Chief of Police as standing orders to all police personnel. The Chief of Police shall be responsible to the City Manager for its content and guide. At no time should any procedure within the “General Orders” Manual be in conflict with the City of Corinth Personnel Policy Manual. However, if such a contradiction does occur, the provisions of the Personnel Policy Manual shall be the prevailing policy unless otherwise authorized by the City Manager, or with his/her permission, the Chief of Police.

~~2.~~ B. Standard Operating Procedures

~~The~~ The Chief of Police or his/her designee shall have in place ~~as~~ a Field Reference Guide to all police personnel. It shall be titled as the “Standard Operating Procedures”. Each bureau or division within the Police Department shall have in place such a manual. This manual shall be a supplement to the “General Orders” Manual which is an extension to the City of Corinth Personnel Policy Manual and shall outline the special needs for 24 hour per-day police protection and appropriate scheduling of personnel to achieve these needs. The issuance and maintenance of this manual shall be the responsibility of the Chief of Police or his/her designee who shall in turn be responsible to the City Manager for its content, administration and update.

~~3.~~ C. Code of Conduct

The Chief of Police shall be responsible for the creation, issuance, and adherence to a special Police Department “Code of Conduct.” This Code of Conduct shall serve as a strict guide for police personnel with reference to ethical, moral and legal matters. It shall be adhered to at all times by all police personnel and shall serve as a detailed extension of the City of Corinth Personnel Policy Manual specifically designed for the special conditions and expectations placed upon those in the law enforcement profession.

Any disciplinary actions taken according to the code of conduct or failure to follow a directive within the “General Orders” or “Standard Operating Procedures” or this Personnel Policy Manual, shall be taken in accordance with the Texas Government Code. Before any disciplinary actions are delivered to the employee, the supervisor shall discuss the matter with the Human Resources Director.

2515 Section 17 ————— Police/Public Safety Special Procedures
2516

2517 2B. H City Issued Law Enforcement Equipment
2518

2519 Members of the City of Corinth Police Department may, at the discretion of the Chief of
2520 Police, be issued ~~for employment use,~~ certain types of specialized equipment ~~related to the~~
2521 ~~ethical practice of law enforcement~~ ~~for employment use~~ **to use within the course and scope**
2522 **of their law enforcement duties.** This equipment may consist of but is not limited to the
2523 issuance of:

- 2524
- 2525 1. Uniforms;
 - 2526 2. Police insignia;
 - 2527 3. Identifications/commission card(s)
 - 2528 4. Firearms
 - 2529 5. Firearm accessories
 - 2530 6. Ballistic body armor
 - 2531 7. Other equipment as specified by the Chief of Police
- 2532

2533 All equipment issued shall be maintained in proper order by the employee **in** whose care it
2534 has been entrusted. At no time shall any city equipment be used in such a manner that it
2535 was not intended or which would bring discredit to the city.
2536

2537 All issued police equipment shall be returned immediately upon request from the Chief of
2538 Police or his/her designee or at the time of separation of employment from the city.

City of Corinth



Personnel Policy Manual

ORDINANCE NO. 01-03-15-07

APPROVED MARCH 15, 2001

LAST REVISION JULY 21, 2016

Effective: October 3, 2016

Personnel Policy Manual

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Section 1 **Introductory Statement**

A. Policy

It is the policy of the City of Corinth to maintain a Personnel Policy Manual (referred to as the Manual) to inform all employees of applicable policies and procedures. Further, it is the responsibility of all employees, especially supervisors, to ensure that the policies and procedures are followed. Also, please be advised that no Personnel Policy Manual can anticipate every circumstance or question about policy and procedures. The contents of this Manual are not intended, and should not be construed, as creating any contractual rights.

B. Questions

Employees who have questions regarding how a policy pertains to their particular situation should consult their supervisors or the Human Resources Director or Representative.

C. Objectives

The objectives of the Manual are as follows:

1. To ensure uniform understanding and application of the City's Personnel policies and procedures.
2. To identify the authority and responsibility for administering Personnel policies and procedures.
3. To standardize the handling of recurring Personnel administration matters.
4. To provide a basis for informing and counseling employees as well as training supervisors in Personnel administration.

D. Official Policy

This Manual contains the approved Personnel policies and procedures for the City. The contents have been approved by the City Manager and City Council. The Manual is intended to serve as a primary medium of communication to inform management, supervisors, and employees regarding standard Personnel matters. These policies apply to all Personnel of the City of Corinth. This Manual supersedes all previous manuals, agreements, policies and procedures, whether written or oral, expressed or implied, relating to employment, and shall not be changed or subject to change orally.

E. Responsibilities

Individual responsibilities regarding Personnel, policies and procedures are outlined herein.

1. The City Manager or designee will administer and maintain an up to date Manual. The City Manager may also issue additional directives and/or associated procedures to amplify or clarify the policies outlined herein.
2. The Human Resources Director or designated representative (Human Resources Office) is responsible for the preparation and distribution of the Manual to supervisors and others as directed by the City Manager. The Human Resources Director shall periodically audit the Manual to determine areas that may need revision or new policies. The Human Resources Director shall submit proposed changes to the City Manager for review and consideration.
3. Employees will receive and sign for a copy of the Personnel Policy Manual, indicating understanding and the requirement for adhering to all policies contained in the Manual. All employees are required to comply with all provisions of this Manual.

F. Reservation

The City retains the right to revise, cancel, or otherwise change any of the published or unpublished Personnel policies and procedures at its discretion. Notice of proposed changes shall be provided to employees prior to the effective dates. The proposed changes shall become effective immediately after the notice is given unless otherwise stated in the notice.

G. Disclaimer

The contents of this Manual are to serve merely as a guideline with respect to uniform and consistent treatment of employees. Nothing contained in this Manual is intended to create and should not be construed as creating an employment contract, a contractual right of continued employment, or any restriction on traditional prerogatives of the City in the management of its workplace; and, the contents of the Manual are subject to revision at any time by the City Manager with Council approval.

Section 2 Employment-at-Will

A. Voluntary Employment

Employment with the City of Corinth is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the City may terminate the employment relationship at will, at any time, with or without notice or cause.

B. Contractual Obligations

Policies set forth in this Manual are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. The provisions of this Manual have been developed at the discretion of the City and, except for its policy of employment-at-will, may be amended or canceled at any time, at the City's sole discretion.

Section 3 Equal Employment Opportunity Policy & Reporting Procedures

This Section 3 applies to all employees, volunteers, or interns [collectively “employee(s)”] for the purposes of this section only.

A. Equal Employment Opportunity

1. The City is an equal employment opportunity employer (EEO) and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable federal, state and local laws.
2. The City:
 - a. Recruits, hires, trains, and promotes persons in all job titles without regard to race, religion, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable federal, state and local laws.
 - b. Ensures that all Personnel actions such as compensation, benefits, transfers, layoffs, returns from layoff, training, education, and social and recreational programs are administered without regard to race, religion, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable federal, state and local laws.
3. All forms of employment discrimination with regard to employees or job applicants, including any form of racial slurs, religious intimidation, epithets, sexual advances or harassment, are prohibited. Any charges will be investigated; and, if warranted, appropriate disciplinary action will be taken.
4. Employees who have suggestions with regard to equal employment are encouraged to contact the Human Resources Director.

B. Unlawful Discrimination and Harassment

1. It is the City’s policy that all employees shall be able to enjoy a work environment free from all forms of unlawful discrimination and harassment. Unlawful discrimination or harassment is aggressive, suggestive, or offensive behavior based upon race, religion, color, sex, age, national origin, disability, veteran status, or any status in any group protected by federal, state or local law. The City does not tolerate improper interference with the ability of the City’s employees to perform their expected job duties.
2. Prohibited conduct includes, but is not limited to: epithets, slurs and negative stereotyping; threatening, intimidating or hostile conduct; denigrating jokes and comments; and writings or pictures that single out, denigrate or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This

policy also prohibits sending, showing, sharing or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including, but not limited to via facsimile, e-mail and/or the Internet. All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens and vendors. City employees are also prohibited from harassing citizens, vendors and all other third parties. Any form of discrimination or harassment may result in disciplinary action up to and including termination of employment.

C. Sexual Harassment

1. Sexual harassment may exist when an employee, in order to obtain a sexual favor, exercises or threatens to exercise the authority and/or power of his or her position to control, influence, direct or affect the job, duties, earnings or career of another employee. Sexual harassment may also occur when the use of sexually explicit language, pictures or conduct creates a hostile or offensive working environment. Any form of sexual harassment may result in disciplinary action up to and including termination of employment.
2. Unlawful harassment includes, but is not limited to:
 - a. Making unwanted sexual advances or request for sexual favors, or other verbal or physical acts of a sexual nature, such as uninvited touching or sexually related comments.
 - b. Making the acceptance or refusal of sexual advances a basis for employment decisions or a condition of employment.
 - c. Creating an intimidating, offensive, or hostile workplace by, for example:

Verbal Conduct:

Sexual innuendos, sexually suggestive comments, jokes of a sexual nature, unwanted sexual advances, suggestive or insulting sounds, graphic commentaries about a person's body.

Visual Conduct:

Leering, obscene gestures, sexually suggestive objects or pictures, cartoons or posters, suggestive or obscene notes, letters or e-mail.

Physical Conduct:

Assault, interference with work, or any unwanted physical contact of a sexual nature.

D. Reporting Procedures

To ensure that such conduct does not occur in our workplace, the following three-step reporting, investigation and corrective measure procedure applies:

- a. Reporting. Whenever employees have reason to believe that they or any other employees, have been subjected to a discriminatory working environment, sexual harassment, or other discriminatory practice, the employee(s) is/are required within fourteen (14) calendar days of the incident, to submit a complaint in writing on the Employee Harassment or Discrimination Complaint Form, to the supervisor in the chain of command and submit a copy to the Human Resources Director. If the employee's concern is of such a nature that the immediate supervisor is the alleged harasser or reporting such conduct to the supervisor is otherwise not appropriate, within fourteen (14) calendar days of the incident the employee is required to submit the Employee Harassment or Discrimination Complaint Form, to the Human Resources Director or the City Manager.
- b. Investigation. The Department Director, City Manager, Human Resources Director or designee will investigate all reports concerning a discriminatory working environment, sexual advances, or other discriminatory practices. Reasonable measures will be undertaken to preserve the confidentiality of information reported during the investigation. No employee shall be retaliated against for reporting or complaining in good faith of sexual harassment. If the individual has a preference for presenting the matter to a female (or male) employee, an employee of the appropriate gender will be designated to hear the specifics of the matter being reported.
- c. Corrective Measures. Following the investigation, corrective measures, including, but not limited to counseling, reprimand, suspension, demotion, or termination of individuals engaging in any of the above-referenced misconduct will be taken. Appropriate documentation of the matter will also be made.

Section 4 Employment and Selection

A. General

It is the policy of the City to recruit and select applicants for employment on the basis of job-related qualifications and ability to perform a job. The employment decision is determined first by whether there are any openings available and, second, by which applicant best meets the requirements for the open position. Policies regarding promotion and transfer are based on job requirements, job performance, and qualifications.

B. Administrative Guidelines

1. Applications are accepted for existing vacancies only. All applicants must complete an official application form, as provided by the City of Corinth. The Human Resources Director will maintain applications in accordance with legal guidelines.

The Fire Department will oversee the hiring of fire department employees and will forward information on successful candidates to the Human Resources Department.

2. False statements on the application or during employment interviews are grounds for rejection of the applicant or grounds for termination, if already employed.
3. Generally, initial screening of applicants shall be conducted by or according to directions of the Human Resources Director.
4. Screened applications will be referred from the Human Resources Office to the hiring supervisors. Only those applicants referred to the hiring supervisor by the Human Resources Office may be considered for selection.
5. All employment advertising will be placed by or be approved by the Human Resources Director.

C. Selection Procedures

1. Supervisors requesting additional or replacement personnel must submit a requisition that has been approved by the appropriate supervisor and the City Manager before steps are initiated to fill a vacancy.
2. Updated job descriptions must be on file with the Human Resources Director for each position to be filled.
3. The hiring supervisor will conduct reference checks and will work with the Human Resources Director to verify the validity of licenses or certificates, if required for the position.
4. The Department Director or designee will initiate all job offers and will schedule a time for the completion of the necessary forms and, if required for the position, a medical examination or other tests.
5. Testing. Any required tests (includes drug testing) will be administered under the direction of the Human Resources Director.
6. Vacancies may be posted internally prior to outside advertising.

D. Conditions of Employment

1. Criminal History Check. The City may request, through the City's vendor, a criminal history check of an applicant as part of the employment process, to verify statements made on an application for employment and to determine if any convictions exist.
2. Driving Records. For positions requiring an employee to drive on business of the City, the Human Resources Director may request a list of convictions for traffic violations, and a verification that the potential employee has a valid driver license. The Human Resources Director may also request a review of an employee's driving record when considered for promotions or as a routine check of City employees. A person is ineligible for employment

in a position that involves driving if the person has a poor driving record. A poor driving record is evidenced by any of the following:

- a. Two or more at fault accidents in the last three years; or
 - b. Four or more moving violations in the last three years; or
 - c. A driving violation while intoxicated or under the influence (DWI/DUI) in the last five years; or
 - d. More than one DWI/DUI ever.
3. **Pre-Employment Drug Testing.** All applicants applying to positions that have a direct impact on the public's or fellow employees' health, safety and welfare through products or services provided by the City who receive a conditional offer of employment with the City must first pass a pre-employment drug test before employment may begin. The City will not hire any applicant who refuses to take the pre-employment drug test. If the results received by the City indicate that an applicant did not pass the pre-employment drug test, the offer of employment shall be withdrawn.
 4. **Commercial Driver License (CDL).** Certain positions within the City require employees to have a Commercial Driver License or attain one within 90 days of date of employment.
 5. **Medical/Psychological/Physical Agility Exam Requirement.** For those positions where physical capacity has been determined and documented as a job requirement, an offer of employment may be conditioned upon the satisfactory results of one or more examinations to determine the applicant's ability to meet the established requirements. The City will designate the medical clinic for the examination, and will be responsible for the cost of an examination required by the City.
 6. **Nepotism.** No officer of the City shall appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to any member of the Council or the Mayor, when the salary, fees or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. Similarly, no person shall be hired or promoted by the City to a position that is under the supervision of a relative by blood or marriage or with whom a living arrangement exists.
 7. **Uniforms for Employees.** The City may furnish, provide for, or require uniforms for designated positions as determined by the City Manager. This determination will be based upon safety and security considerations, and the need for employee identification.
 8. **Personal Appearance.** All employees are expected to dress in a manner appropriate to the business environment in which they work, complying with safety standards as indicated by department or industry standards. Clothing should be clean and comfortable but not

distracting. All office/public contact employees are expected to be appropriately dressed and well groomed to reflect a professional, business environment. Business casual attire during working hours is permitted. Business casual does not include jeans, t-shirts, sweatshirts, sweatpants, warm-up/wind suits, shorts, tank tops, flip-flop shoes, midriff baring tops, camisole tops, or any other clothing determined by the supervisor to be unacceptable. No visible body piercing except for ear lobes is permitted. Any questions about what is considered to be appropriate business attire in the workplace should be directed to the appropriate supervisor. The City reserves the right to relieve any employees of their duties without pay until their appearance meets City standards.

E. Promotions and Transfers

When the position vacancy may be filled from within the City by promotion or transfer of qualified employees:

1. The Human Resources Director will post the notice internally throughout the City for at least five working days.

For the Fire Department, the posting of positions and oversight of promotional process will be the responsibility of the Fire Chief with the information on the successful candidate being forwarded to the Human Resources Department. All fire department promotions will be posted at least sixty (60) days prior to the beginning of the promotional process.

2. Any employee with the proper qualifications and with more than six months of service is eligible to apply for a vacant position. Applications should be submitted on an application form provided by the Human Resources Director.
3. Internal applications are to be considered by the hiring supervisor according to the City's established protocol for employment selection procedures as set forth in this section 4.
4. Positions that are not filled from the internal promotion process may be announced to the general public. Employees of the City may also apply for a position after it has been announced to the general public.
5. Promotional testing for Public Safety positions will be administered by their departments in accordance with local, state and federal laws.
6. An employee desiring a transfer to another division or location should first discuss the transfer with his or her supervisor. The employee should not contact another supervisor until an interview has been arranged by the Human Resources Director.
7. Requests for transfer are subject to the approval of the supervisor(s) of the affected division(s) and the City Manager.
8. A lateral transfer may be approved if the transfer furthers the interests of the City.

F. Employee Classifications

City employees will be classified as one of the following:

1. Regular Full-time. Employment in an annual budgeted position for a minimum of forty (40) hours per week.
2. Regular Part-time. Employment in an annual budgeted position for a minimum of twenty (20) hours per week and less than forty (40) hours per week.
3. Seasonal/Temporary. Employment in a position established for a specified period and seasonal employment. A temporary position may consist of any number of hours.

The City will comply with the provisions of the Patient Protection and Affordable Care Act, as amended (PPACA) when determining eligibility for insurance benefits. Employees must contact the Human Resources department for additional information.

G. Re-employment

Employees who return to work for the City within 180 days of separation will have prior service credited upon rehire. Eligibility for benefits will remain as before unless not permitted by benefit contract.

Section 5 Orientation and Training

A. Purpose

The purpose of orientation is to assist new employees in adjusting to their positions and the work environment. Objectives of the orientation program are as follows:

1. Provide each new employee with the information needed to become familiar with the work, the City and co-workers.
2. Provide channels of communication through which new employees can obtain information and answers to questions involving their work and policies of the City.

B. Responsibilities

Responsibilities for new employee orientation are shared by the Human Resources Director and the supervisors. The Human Resources Director or designee provides information in the following areas during the first week of employment.

1. Organization and functions of the City.
2. Hours of work; overtime, if applicable; attendance policies.

3. Salaries, wages, and pay dates.
4. Benefits such as medical, life, dental, retirement, disability, etc.
5. Leave policies (vacation, holidays, etc.).
6. Other personnel forms and procedures.

The new employee's supervisor is responsible for the following areas of orientation to be covered during the first week of employment.

1. Review job description.
2. Tour the facility or work area, pointing out equipment and operations that affect the employee's job.
3. Provide or ensure that hazard communication training is provided in accordance with the City's safety program and instruction on use of personal protective equipment, if applicable to the position.
4. Introduce employee to co-workers, procedures and equipment necessary for the work environment.

C. Training

The purpose of training and education is to encourage all employees to further their education in subjects relating to their current job position and to broaden their knowledge and skills in preparation of potential job responsibilities within the City. Objectives of the training program are as follows:

1. City sponsored and/or required training shall be arranged during regularly scheduled work hours if possible. Such training shall be recorded as time worked.
2. Cost for attending the training sessions must be approved by the Department Director prior to registering.
3. A training program requiring out-of-state travel must have approval from the City Manager or designated representative prior to registration.
4. Supervisors should notify the Human Resources Office regarding employees who attend and complete training sessions so the information can be noted in their personnel file.

D. Tuition Reimbursement

The City will reimburse, to the maximum extent consistent with budget limitations, tuition and outlined core costs incurred by each eligible employee who enrolls in a job-related, degree plan, City approved course of study as outlined below:

1. All City employees with at least six (6) months of full-time employment are eligible.
2. Courses must be taken from an accredited state supported institution or from a privately accredited institution with the understanding that reimbursement will be based on state supported institution rates.
3. Reimbursement Request Form must be approved and signed by the Department Director and City Manager prior to enrollment.
4. Employees will be reimbursed for 70% of mandatory fees and costs of tuition for approved courses where a "C" average or better or a "B" for graduate courses is attained. Employees will not be reimbursed for transportation, books, parking, or for expenses paid for by other financial assistance, such as Veterans' Assistance or scholarships. Maximum reimbursement per employee is \$500.00 per fiscal year and employee must be actively employed with the City at time of reimbursement. An official grade report and the signed Reimbursement Request Form must be submitted to the Department Director within thirty (30) days of issuance of grades, which will then be forwarded to the Human Resources Office for reimbursement.
5. Employees who leave employment with the City within six months of completing a course will be required to reimburse the City for their most recent course completion.

Section 6 General Work Rules

A. Work Hours and Attendance

1. Responsibilities.
 - a. Regular and prompt attendance at work is required of all employees of the City. Employees are required to be at their workplaces in accordance with the work schedules established for their division or facility unless officially excused by the responsible supervisor.
 - b. Supervisors, through the normal chain of command, shall ensure that absences from duty and the reasons for the absences are recorded on time reports or other documents as needed.
 - c. Failure to report to work for three (3) continuous days without notifying the employee's supervisor will constitute job abandonment. This will result in the employee's

immediate termination.

- d. The hours during which offices, facilities, and divisions are open for business are determined by the City Manager.
- e. Supervisors shall implement, through the normal chain of command, alternative schedules to provide for other specific requirements of the division or facility.
- f. Individual employees may be directed to work special hours or shifts as determined by the needs of the City.
- g. The various departments will determine meal times. Breaks will be short and infrequent for personal convenience not to exceed fifteen (15) minutes in a four (4) hour period.
- h. State and federal law require that a nursing mother be provided a reasonable break time in order to express breast milk for her nursing child for up to one (1) year after the child's birth or adoption (as applicable) each time such an employee has a need to express the milk. The City will provide a private, secure location, other than a restroom, with a separate refrigerator in the employee's building for this purpose. The space provided will be one that can be made available to the employee as needed, is shielded from view, and free from intrusion from co-workers or the public. The employee and her supervisor will agree on the times for these breaks. In order to prepare such a designated space, the City requires advance notification (that an employee is requesting this break time) so that space can be designated and prepared within a facility. For the purposes of this policy, a written request directed to Human Resources will suffice. Human Resources will work with the Department Director to ensure that an adequate space is prepared and maintained for the duration of the period of time expressing is requested. Breaks taken for the purpose of expressing breast milk will run concurrently, not in addition to, other breaks taken throughout the day.

2. Inclement Weather

- a. If inclement weather circumstances prevent, or are expected to prevent, an employee from reporting to work as scheduled, the employee must notify the appropriate supervisor as soon as possible, preferably before the scheduled work period. Essential personnel, as designated by the City Manager, may be required to report to work regardless of inclement weather or other circumstances.
- b. The City Manager may authorize excused absences or alternative schedules for safety considerations due to inclement weather, road or other conditions.

3. Overtime.

- a. Employees are expected to work overtime when necessary, as determined by the supervisor.

- b. Overtime work is not a right and will be acceptable only for the good of the City when approved by the supervisor.
- c. Supervisors shall notify employees of the necessity for overtime work in advance, if possible. During emergency situations, employees are expected to stay after normal work hours or to report to work before or after regular work hours with little or no advance notice.

B. Outside Employment

1. Definitions.

- a. Holding a position with the City is the primary employment for regular full-time employees.
- b. Outside or secondary employment (including self-employment) includes any job or position in which an employee provides goods or services in consideration of payment of any type.

2. Considerations.

- a. Employees may be allowed to pursue outside employment (secondary employment) only when such employment does not interfere with, or adversely affect, the employee's ability to perform assigned duties in the operation and business of the City. Work requirements, including overtime and availability for emergency recall, have precedence over any outside employment.
 - b. An employee engaging in outside work during non-scheduled work hours must notify his or her supervisor in writing prior to engaging in outside or secondary employment (including self-employment).
 - c. Authorization to work at an outside job may be rescinded at any time by the City.
 - d. Outside employment and outside activities that constitute a conflict of interest with the purposes and mission of the City are prohibited. City employment duties shall take priority over outside employment duties.
3. Sworn Police and Fire Department employees shall refer to department specific policies regarding outside employment.

C. Employee Safety

- 1. Commitment to safety of self, fellow workers, the public, property, tools and equipment is a fundamental condition of employment with the City. In the performance of duties, employees are expected to observe safety practices, rules and operating procedures, as well as instructions relating to the efficient performance of their work.

2. Responsibilities. All employees are expected to carry out the following responsibilities:
 - a. Review safety procedures and make plans to perform assigned work in a safe manner, after prior consultation with their supervisor when appropriate.
 - b. Follow safety procedures and take an active part in protecting oneself, fellow workers, the public, equipment and facilities.
 - c. Report all accidents, injuries and illnesses immediately to the responsible supervisor.
 - d. Render first aid according to safety training and common sense. Call for emergency assistance when needed.
 - e. Report immediately to the responsible supervisor all-unsafe conditions encountered.
 - f. Attend safety-training meetings when requested.
 - g. If prescribed or over the counter medication or alcohol have been used off the job, it is the responsibility of the employee to report to work without any side effects that could impair the employee's ability to function safely and efficiently and notify the supervisor in writing of the use and any known side effects which could affect safety or performance.
 - h. Maintain all work areas, tools, equipment and facilities in a clean, orderly, and safe condition.
3. Due to the length and complexity of topics, the City's Safety Program may be published in separate documents and directives. Responsibilities of supervisors and all other personnel are as delineated in the City's Safety Program.

D. Use of Equipment and Property

1. Standards and Responsibilities.
 - a. Employees may not operate any vehicle, operating equipment, construction equipment, or machine unsupervised until they have attained the necessary skills and proficiency as determined by the responsible supervisors. Further, employees must have required driver or operator certificates.
 - b. For certain positions, employees are required to hold a valid Commercial Driver License (CDL) in order to perform their normal duties. The City will, upon renewal of such license and presentation of written proof of same, reimburse such employee an amount equal to the difference in the cost of the CDL type license and that of an ordinary Class 'C' license. Also, an employee will be allowed up to two hours of regular paid work time, if needed, to renew a CDL type license required by the City.

- c. Employees may use equipment of the City only for its intended purpose. Users are responsible for the proper maintenance and care of the equipment.
- d. Employees may not use equipment, vehicles, tools, material, or other property of the City for personal use, either on the premises of the City or elsewhere.
- e. Equipment, vehicles, tools, material, or other property of the City may not be removed or appropriated for the personal use or gain of an employee or others.

E. Solicitation

1. Definition.

"Solicitation" means any oral or written communication that requests or encourages contributions of money, time, or other items of value for: any fund or collection; participation in any organization; or purchase of any merchandise or service.

2. Conditions.

- a. Unauthorized solicitation of employees by vendors on the premises of the City facilities is prohibited.
- b. Solicitations for recognized charities and other purposes must be authorized in writing by the City Manager prior to engaging in solicitation.

F. Residency Requirement or Reasonable Response Time

- 1. Residency requirements for employees of the City shall be based entirely on the requirements of the position held by the employee. Unless specifically required by the City Manager or as a condition of employment in a certain position, an employee is encouraged, but not required, to live within the boundaries of the City.
- 2. Within six (6) months following their hire dates, operational employees must be able to arrive at their work station from their residence within a reasonable period of time (usually thirty minutes) when called in for operational purposes.
- 3. The reason for the residence requirement is that the City may require any or all operational employees to report to work for emergency purposes or to take on-call duty on a rotating basis. This on-call status may consist of weekend and night duty when the employee's turn is assigned and also may require the employee's assistance when needed by other personnel in the event of an emergency situation.

G. Tobacco Use

This policy is to ensure the health of non-tobacco using employees while safeguarding the City's facilities and equipment from smell and/or damage caused by the use of tobacco products.

1. The use of all tobacco products (smoking, smokeless or electronic) is prohibited within any municipal facility, City vehicle, or enclosed piece of equipment.
2. Areas will be designated for smoking at each City facility. Employees will be able to use these areas during their break periods or meals.

H. Employee Weapons Policy

Unless specifically authorized by the City Manager, no employee, other than a City of Corinth licensed peace officer, shall carry, store, use or possess a firearm or other prohibited weapon on City property.

1. "City property" includes but is not limited to City owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, and parks, including leased property.
2. This ban excludes possessing or storing guns or firearms in employees' locked personal vehicles in City parking lots, parking garages, and parking areas.
3. Employees, other than City of Corinth licensed peace officers, are also prohibited from carrying a "prohibited weapon" while on duty or at any time while engaging in City-related business.
4. "Prohibited weapons" include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc., as defined by Texas Penal Code Sections 46.01 and 46.05, as amended.

Section 7 Drug Free Workplace

A. Purpose and Scope

1. The policy of the City is to maintain a safe and healthy working environment for all employees. The use of drugs and other substances covered by this policy is inconsistent with the standards of the City and the behavior expected of all employees.
2. Specific purposes of this policy are to:
 - a. Establish and maintain a safe, healthy working environment for all employees;

- b. Ensure the reputation of the City and its employees;
 - c. Reduce unsafe conditions and the number of accidental injuries to persons or property;
 - d. Reduce absenteeism and tardiness; and
 - e. Provide for a testing process.
3. This policy establishes expected standards of conduct for all employees, and it states the potential disciplinary actions that may be taken if the standards are violated. The City is also concerned with prevention of substance abuse and will provide information and education on the dangers of drugs. The City expects all employees to enthusiastically support this policy and to be alert to any possible dangers or abuses related thereto.
 4. The requirements of this policy extend to the abuse of all substances, such as, but not limited to, abuse of alcoholic beverages, inhalants, prescription, or other drugs and illegal drugs.

B. Standards of Conduct

1. The following rules represent the policy of the City on substance abuse. They are effective immediately and will be enforced uniformly with respect to all employees.
2. All employees are prohibited from being under the influence of alcohol, inhalants, or illegal substances during working hours.
 - a. The sale, possession, transfer, or purchase of illegal drugs on the property or while conducting business for the City is strictly prohibited. Such action will be reported to the appropriate law enforcement officials and may result in termination of employment.
 - b. No alcoholic beverage will be opened or consumed on the premises of the City.
 - c. Any employee using prescription or other drugs that may affect safety or impair work performance shall notify his or her supervisor in writing upon reporting to work. The supervisor shall immediately provide this information to the Human Resources Director for documentation in the employee's file.
 - d. To assure a safe working environment for all employees and the public, any employee who is aware of substance abuse among employees is obligated to make a confidential report to the appropriate supervisor.
3. Any employee who violates these standards will be subject to disciplinary action, including termination in accordance with the established policies of the City.

C. Treatment

1. Employees who feel they have developed an addiction to or dependence on alcohol, inhalants, or drugs are encouraged to seek assistance.
2. Rehabilitation itself is the responsibility of the employee. Employees seeking medical attention for addiction are entitled to benefits under the group medical insurance plan of the City, as outlined under the provisions of that plan.

D. Testing

1. Pre-Employment Drug Testing. As indicated in the Conditions of Employment (Section 4.D), all applicants applying for positions that have a direct impact on the public's health, safety and welfare through products or services provided by the City who receive a conditional offer of employment with the City must first pass a pre-employment drug test before employment may begin. The City will not hire any applicant who refuses to take the pre-employment drug test.
2. Post Accident Testing. Drug/Alcohol testing shall be conducted when an employee's conduct may have contributed to a job related accident. This policy shall also apply if the employment related accident results in damage to personal or City property in excess of \$200, or injury to any person that requires medical attention. Prior to requiring an employee to submit to a drug test, the supervisor shall discuss the matter with the Human Resources Director. Any decision not to administer a drug test under this policy shall be made by the supervisor and reported in writing to the Human Resources Director.
3. Reasonable Suspicion. When a supervisor has reason to believe that an employee, at work, when reporting to work, or when conducting City business appears to be under the influence of alcohol or drugs, the employee will be required to take a drug and/or alcohol test. The employee's actions and appearance that cause the supervisor to have individualized suspicion that the employee is under the influence of alcohol or drugs shall be documented in writing and immediately forwarded to the Human Resources Director.
4. Random Testing. Employees assigned to positions that have a direct impact on the public's health, safety and welfare through products or services provided by the City, including those with commercial driver licenses, may be subject to periodic or random testing. The City Manager shall designate the positions subject to such testing. The City uses computer software that randomly selects employees for drug testing. For those employees with commercial driver licenses, random drug testing will be administered according to the general guidelines of the Department of Transportation Random Drug Testing Program.
5. The City will designate the medical clinic to perform any required testing, and is responsible for the cost of any required testing.

Section 8 Code of Ethics

A. Policy

Employees of the City will endeavor to avoid conflicts of interest with the purposes and mission of the City and to conduct themselves according to the highest standards of public service. Nonetheless, it is expected that certain conflicts may arise in the normal course of business and personal life; and such conflicts should never deter principled and competent individuals from providing public service to the City.

B. Purpose

The purposes of this policy are as follows:

1. To provide guidance to employees regarding standards of ethical conduct and procedures for avoiding conflict of interest; and
2. To maintain a professional climate for efficiently conducting the business affairs of the City; and
3. To instill public confidence in the City by helping attract competent and principled individuals as employees.

C. Commitment

Every person that accepts appointment as an employee of the City does hereby commit to honor the ethical traditions and policies of the City as follows:

1. To conduct the duties of his/her position in a business-like manner for the best interest of the City;
2. To avoid partisan or political actions that are inconsistent with the City's responsibility to provide first class service equally to all members and customers;
3. To not accept or solicit any gift, favor, or service that may tend to influence the performance of official duties;
4. To not accept or solicit employment or personal business activity which one could reasonably expect to require or induce him/her to disclose confidential information of the City;
5. To not accept other employment or compensation which could reasonably be expected to impair his/her judgment in the performance of official duties;
6. To not engage in any business ventures which could reasonably be expected to create substantial conflicts between his/her private interest and the public interest; and

7. To not intentionally or knowingly solicit, accept or agree to accept any benefits for having exercised his/her official powers or duties in favor of another person.

D. Conflict of Interest

When an employee becomes aware that the City is considering a transaction related to a business entity or real property in which the employee has a substantial interest, the employee will disclose such interest to his/her immediate supervisor and shall not participate in recommendations, approvals or decisions related to such transactions with the business entity or regarding real property.

E. Personal Financial Interests (Substantial Interest)

The term "substantial interest" is defined as a direct or indirect pecuniary benefit. Following are examples of situations that constitute conflicts of interest involving financial transactions of the City.

1. In proposed transactions with any business entity:
 - a. If the employee (or family member) owns 10 percent (10%) or more of the voting interest or shares of the business entity or owns more than twenty-five thousand dollars (\$25,000.00) of the equity, or market value of the entity, or
 - b. Funds received by the employee (or family member) from the business entity exceed 10 percent (10%) of the person's gross income during the previous year.
2. In real property, if the employee (or family member) owns more than five thousand dollars (\$5,000.00) interest in the fair market value of the real property.
3. The matter of substantial interest shall apply to the employees of the City and to their immediate family members. Immediate family member is defined as spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, step child, son-in-law and daughter-in-law.

F. Business Gifts and Entertainment

1. Employees shall not solicit, offer, accept, or agree to accept in any fashion, benefits or gifts of value from a person or supplier of goods and services or other organizations doing business with the City.
2. The prohibition against gifts or favors as stated above in F.1. shall not apply to an occasional non-pecuniary gift, valued at less than \$25.00 or an award publicly presented in recognition of public service provided such gift or favor poses no conflict of interest and is within customary business relationships.

G. Responsibilities

All employees are expected to adhere to the highest standards of conduct in the business affairs of the City. If an employee has any doubt about the appropriateness of any action or business relationship, the employee should discuss the situation with his or her supervisor. An employee should report to his or her immediate supervisor any action or offer that appears to constitute a conflict of interest or a violation of this policy.

Section 9 Compensation

A. Purpose

It is the intent of the City to comply with all state and federal laws governing employee compensation, including the Fair Labor Standards Act, as amended (FLSA). The FLSA establishes minimum wages, overtime, records keeping, and child labor standards. The FLSA provides that executive, administrative, and professional employees (salaried employees) are exempt from the Act's overtime requirements.

B. Determination of Exempt/Nonexempt Status

1. The Human Resources Director shall determine whether or not a position is exempt or nonexempt under the FLSA. Requests to review the status of a position must be submitted in writing to the Human Resources Director. The Human Resources Director may also conduct audits when deemed necessary to review the status of particular positions.
2. The Human Resources Director will maintain an up-to-date list of the City's exempt and nonexempt positions.

C. Work Hours and Overtime

1. Work Period.
 - a. All regular employees have an established work period (week) of seven consecutive days, Monday through Sunday of each week. One work period shall be used to calculate overtime wages. Work hours and schedules shall be determined generally in accordance with the policies contained in Section 6 of this Manual.
 - b. In any given work period, all hours worked over 40 by nonexempt employees shall be paid at one and one-half times the regular rate. These hours will be adjusted according to legal exemptions for fire or police personnel.
 - c. Designated Police and Fire department personnel have an established work period of fourteen consecutive days, Monday through Sunday. Designated Fire department personnel earn overtime wages when the hours worked exceed 106 hours during the

work period. Designated Police personnel earn overtime wages when the hours worked exceed 80 hours during the work period.

2. Administrative Guidelines.

- a. Except under urgent emergency conditions, all overtime hours must be authorized in advance. Nonexempt employees are prohibited from working in excess of their regular workweek at their own initiative.
- b. Averaging of hours worked over two (2) work periods to determine eligibility for overtime pay or compensatory time is not allowed.
- c. Vacation leave, civil leave, bereavement leave and holiday leave shall count as hours worked toward the calculation of overtime. All other leave types shall not count as hours worked toward the calculation of overtime.
- d. Supervisors, through the normal chain of command, shall ensure that overtime hours are recorded on time reports and other applicable documents.

3. Compensatory Time.

- a. Compensatory time may be earned in lieu of overtime as allowed under the FLSA.

Fire Department personnel assigned to a 56-hour workweek will be paid for ALL overtime.
- b. Compensatory time earned shall accrue at a rate of one and one-half times the approved hours worked.
- c. Compensatory time is not to be considered hours worked for determination of overtime pay.
- d. The supervisor, prior to the performance of work, must authorize the accrual of compensatory time in the same manner as authorization for overtime.
- e. A maximum balance of 40 hours of compensatory time may be accrued by nonexempt employees. No additional compensatory time shall accrue until the employee's compensatory time balance falls below this maximum and employees will be paid at their overtime rates if required to work hours in excess of those outlined in this section above.
- f. An employee who has accrued compensatory time may request, in advance, the use of compensatory time off at any time consistent with the needs of the City. The City will allow for the use of compensatory time within a reasonable period after the request is made, unless the employee's absence from work would disrupt City operations.

- g. Upon termination of employment, nonexempt employees will be paid for unused compensatory time at the final regular rate received by such employee.
- h. Nonexempt employees who are promoted or reclassified into an exempt position shall receive payment for all accrued compensatory time prior to the effective date of the promotion. Compensatory time is not expected to be transferred within departments.

4. Holiday Pay.

- a. City employees shall receive eight (8) hours "holiday pay" for each City holiday.
- b. Because of its operational needs and requirements, the City may require that certain employees work on holidays. These employees, in addition to receiving holiday pay, will also be paid at one and one-half (1.5) times the employee's regular rate of pay for those hours worked in excess of their established work period as specified in Section 9.C.1 of this Manual
- c. Fire department employees assigned to a 56-hour workweek accrue 11 twelve-hour holidays per year. All holiday time must be taken within one year from the date it is accrued.

5. On-Call Pay.

- a. The City has a form of pay designed to compensate nonexempt employees who are required to remain in an on-call status. Employees will receive one hour of regular pay for each day they are assigned to be on-call.
- b. On-call status is defined as the twenty-four (24) hour period beginning at the start of a business day (or a specified shift) and continuing through the following morning. The supervisor shall determine the period of on-call.
- c. Employees in on-call status must be able to be contacted and to respond within the time frame established by the supervisor.
- d. Employees are expected to be fit for duty at all times while on call.
- e. While on call and for four hours prior to being on call, employees are prohibited from drinking alcoholic beverages.
- f. Employees in on-call status who fail to respond, or if unable to be contacted at any time during that status, shall forfeit their claim to on-call pay and be removed from the on-call list for that assigned interval. Failure to respond may subject the employee to disciplinary action.
- g. On-call pay is received in addition to any other compensation and is not used in calculation of the overtime rate.

- h. Employees who are assigned to on-call duty and are required to report to work for operational or emergency purposes during non-scheduled work hours, shall receive a minimum of two-hours pay for that day. These two hours of pay is in addition to the on-call pay described in Paragraph a. of this section.
- i. Actual hours worked, including the two-hour minimum, will count as hours worked when calculating overtime. Only one two-hour minimum will apply in a given work day, even if more than one call-out is experienced.

D. Receiving Pay

1. Pay Period.

- a. The City provides a systematic and organized approach for the administration of pay for its employees on a bi-weekly basis.
- b. The bi-weekly pay period shall be divided into two workweeks of Monday through Sunday.

2. Pay Day.

- a. The official payday for employees of the City will be on the Friday following the close of the bi-weekly pay period.
- b. When the official payday falls on a holiday, the payday will be observed the day before the holiday.
- c. The City pays employees by direct deposit or check.

E. Certification Incentive Pay

When an employee has or earns an additional license(s) or certification(s) related to the position, which license(s) or certification(s) exceeds what is required for the employee's position, and the license(s) or certification(s) can be used to the benefit of the City, the City offers a monthly incentive pay.

- 1. For each additional license or certification that is held or obtained, other than those required of the position, an incentive monthly amount for each license will be granted.
- 2. The total certification incentive pay received shall not exceed \$90.00 per month for all such additional licenses or certifications.
- 3. A copy of all licenses or certifications required for the employee's position and for which the employee is being compensated shall be forwarded to the Human Resources Director. Employees shall maintain current for all those licenses or certifications required for the

employee's position. The City will be responsible for costs related to required employee training and renewal of operator certifications required for the position provided the employee attends a sufficient number of training sessions. The appropriate supervisor will determine the number and type of sessions.

4. Employees that fail to renew an optional certification for which they are being compensated under this policy must immediately notify the Human Resources Director so that the incentive pay can be discontinued.

F. Education Pay

To encourage employees to continue their education, the City offers a monthly incentive pay.

1. Regular full-time employees (except positions that require a degree, the City Manager, and Department Directors) are eligible for education pay.
2. Education pay of \$100.00 per month will be awarded to eligible employees who have obtained a bachelor's or master's degree from an accredited institution of higher learning. Education pay maximum will not exceed \$100.00 per month.
3. It is the employees' responsibility to furnish documentation that proper accreditation was in place at the time they obtained the degree.

G. Longevity Pay

To compensate employees for their length of service to the City, longevity pay is calculated at \$6.00 per month of employment. It is paid on the Wednesday before Thanksgiving and employees must have been employed with the City more than six months on the day payment is issued.

H. Separation Pay

1. Separation pay includes any accrued leave or compensatory time for non-exempt employees and any applicable accrued leave for employees eligible for paid leave under the City's leave policies.
2. The City will compensate employees for any unused vacation leave up to two times their annual vacation accrual upon retirement or termination, provided the employee has worked a minimum of six (6) months for the City.
3. The City will compensate employees for any unused sick leave up to 128 hours (192 hours for Fire Department employees on a 56-hour schedule) upon separation, provided the employee has worked a minimum of five (5) years for the City and is separating in good standing (not terminated for reasons related to misconduct or performance) having given a two-week notice.

4. Employees cannot use accrued leave (e.g., vacation, holiday, compensatory time) during the last two (2) weeks of employment unless approved by the City Manager.
5. The City reserves the right to deduct the cost of unreturned City property from the employee's final paycheck. The amount of wages withheld is determined by the replacement cost of the unreturned property. However, the City shall not make deductions which result in the employee's pay falling below the minimum wage or the salary basis test.

Section 10 Discipline

A. Observance of Rules and Policies

Employees who violate work rules or policies of the City are subject to disciplinary action, including possible termination. Disciplinary action may also be imposed for performance contrary to training or failure to carry out instructions. Discipline also may result from other unacceptable conduct or performance, even though not specifically prohibited by a particular work rule or policy.

B. Responsibilities

1. Supervisors are responsible for ensuring the proper performance and conduct of employees under their supervision.
2. Supervisors, through the normal chain of command, are responsible for monitoring disciplinary actions and assisting in handling and documenting discipline.

C. General Procedures

1. When a supervisor determines that disciplinary action may be needed, the supervisor may conduct an interview with the employee for the following purposes:
 - a. To allow the employee to explain the circumstance(s) in question, either orally or in writing.
 - b. To provide the employee with a clear understanding of the supervisor's observations and expectations.
 - c. To proceed with disciplinary action, if warranted.
2. When disciplinary action against a supervisor or Department Director may be necessary, the next supervisory level up the chain of command shall be responsible for instituting the disciplinary process in consultation with the Human Resources Director. The City Manager may take appropriate disciplinary action against any employee in consultation with the

Human Resources Director. All actions taken by the City Manager are final and may not be appealed.

D. Forms of Disciplinary Action

The following steps are intended to provide a range of disciplinary actions that may be used to fit the circumstances of the violation. The steps below will not necessarily be taken in the order listed. The City may enforce any level of disciplinary action, including immediate termination of employment, depending upon the severity of the conduct and the employee's work performance, prior disciplinary history, length of service, and mitigating circumstances, if any. Department Directors may remove an employee from the worksite with City Manager's approval for up to two weeks with pay during any investigative process. The disciplinary steps below are not exhaustive and the City reserves the right to deviate from the steps below when other forms of discipline are warranted.

1. Written Reprimand – Level I. This step is intended to inform the employee in writing that violations of policy or other conduct are unacceptable. The supervisor prepares a memorandum documenting the questionable actions in as much detail as possible to inform the employee of the unacceptable performance or conduct and potential consequences. The supervisor shall then consult with the next level of supervision, the Department Director, and the Human Resources Director prior to issuing the reprimand. The supervisor shall provide a copy of the memorandum to the employee. The original memorandum will be provided to the Human Resources Office to become part of the employee's personnel file.
2. Written Reprimand – Level II. This reprimand notifies the employee in writing that poor performance and/or conduct or violation of rules or policies has jeopardized the employee's status and that continuation of these practices may result in further disciplinary action. The supervisor prepares a memorandum documenting the questionable actions in as much detail as possible to inform the employee of the unacceptable performance or conduct and potential consequences. The supervisor shall then consult with the next level of supervision, the Department Director, and the Human Resources Director prior to issuing the reprimand. The supervisor shall provide a copy of the memorandum to the employee. The original memorandum will be provided to the Human Resources Office to become part of the employee's personnel file.
3. Suspension. A suspension is a short period of time off (up to two weeks) without pay to provide notice that the employee is facing a possible demotion or termination if performance or conduct does not improve. A Department Director, or designee, may suspend an employee without pay when such action is deemed necessary to correct the employee's conduct or performance. Prior to action being taken, the Department Director and the intervening supervisor shall discuss the matter with the Human Resources Director and obtain the City Manager's approval. Additionally, prior to action being taken, the Department Director and the intervening supervisor should discuss with the employee his or her overall work record, disciplinary history, work performance, attendance, and conduct as applicable. If the City Manager determines that a suspension is appropriate, the Department Director or designee notifies the employee in writing of the suspension and

provides a copy of the memorandum to the employee. The original memorandum will be provided to the Human Resources Office to become part of the employee's personnel file. Suspension without pay of any exempt employee must be discussed in advance with the Human Resources Director.

4. Demotion. Consideration of demotion and the procedures related thereto shall be the same as those for suspension.
5. Termination. If a supervisor believes that termination is appropriate, the employee will be placed on Administrative Leave with or without pay as approved by the City Manager. The supervisor will review the circumstances and supporting documentation with his or her supervisor, or designee, and the Human Resources Director. The procedures for termination shall be the same as those for suspension and demotion. Prior to administering the termination, the supervisor responsible for the termination shall discuss the matter with the Human Resources Director and obtain the City Manager's approval. When a decision has been reached, the supervisor notifies the employee of the decision and provides a copy of the memorandum to the employee. The original memorandum will be provided to the Human Resources Office to become part of the employee's personnel file.

E. Appeals

1. An employee may appeal a disciplinary action, including termination, by filing a written request with the Human Resources Director within five (5) working days from the date of notification of disciplinary action taken. The Department Director or supervisor immediately above the employee's supervisor who gave the Written Reprimand – Level I will hear the appeal. All other appeals will be scheduled and heard by the City Manager or designee. All decisions and disciplinary actions by the City Manager shall be final.
2. Any and all appeals filed later than five (5) working days after the date the employee is formally notified of disciplinary action shall be denied and the current status of the action shall become final.
3. All appeals will be scheduled and heard within a reasonable time from the date the appeal is filed with the Human Resources Director.

Section 11 Performance Appraisal

A. Purpose

The performance appraisal program provides a method for comparing each employee's performance to the work expected for the position. It should promote a common understanding of individual needs, work objectives, and specific job standards of acceptable performance.

B. Responsibilities

1. Generally, the performance appraisal schedule will lead to annual appraisals.
2. An initial performance appraisal will be conducted six (6) months after an employee is hired. Thereafter, performance appraisals will be conducted according to schedules and guidelines developed by the Human Resources Director for all regular full-time and part-time employees scheduled for more than twenty (20) hours per week.
3. The Human Resources Director will maintain records of performance appraisals conducted in the employee's personnel file and will provide assistance to supervisors as necessary.
4. The City Manager is responsible for conducting, on an annual basis, a review of performance of each Department Director according to the individual job description developed jointly by the Department Director and the City Manager.

Section 12 Leave Policies

A. Purpose

The purpose of this policy is to provide for appropriate leave and other time off for employees.

B. Vacation

1. Vacation with pay is authorized for all regular full-time employees.
2. The following schedule is to be used in determining the annual accrual of vacation time, for employees in regular full-time pay status.

Years of Service	Days of Vacation
0 through 4	10 Days (80 hours)
5 through 9	15 Days (120 hours)
10 and above	20 Days (160 hours)

56-hour per week Fire Department employees receive the following:

0 through 4 Years	120 hours per year (5 shifts)
5 through 9 Years	180 hours per year (7.5 shifts)
10 Years and above	240 hours per year (10 shifts)

3. Prorated accrual of vacation begins upon employment and vacation leave may be taken after six (6) months of service.
4. Vacation leave may not be used in advance of accrual without written approval of the City Manager.

5. Vacation leave shall not be used in increments of less than one (1) hour.
6. Employees shall schedule their vacation periods with approval of their supervisors as far in advance as possible.
7. Employees may accumulate vacation leave up to two times their annual accrual rate.
8. In the event of an emergency or work scheduling requirements, employees may be required to defer their vacation. Authorization under this policy shall be at the discretion of the City. If such deferment of leave for benefit of the City would cause employees to accrue more than the maximum allowed amount, the City will, at its option, compensate the employees for such excess leave or authorize them to exceed the maximum.

C. Sick Leave

1. Sick leave with pay is authorized for all regular full-time employees when absent from work for personal health reasons or when attending to an immediate family member who is ill. Immediate family member is defined as: spouse, child, step-child, parent, step-parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, or ward. This definition applies to the sick leave section only.
2. Regular full-time employees accrue 96 hours of sick leave per year. Accrual begins immediately upon employment. Sick leave may be carried over from one year to the next, and can accumulate up to a maximum of 720 hours. When an employee has accumulated 720 hours, the employee shall not accrue additional sick leave.

56 hours per week Fire Department employees accrue 144 hours of sick leave per year. Sick leave may be carried over from one year to the next, and can accumulate up to a maximum of 1010 hours. When an employee has accumulated 1010 hours, the employee shall not accrue additional sick leave.
3. Prorated accrual of sick leave begins upon employment. Sick leave is prorated by dividing the total amount of sick leave by 26 (total number of pay periods in a year). The resulting amount is the sick leave accrued each pay period. Sick leave, if needed, may be taken after one (1) month of service.
4. In order to receive compensation during an absence due to illness, employees must notify their supervisors one-half hour prior to the appointed work time. Failure to give such notification, except in an emergency or due to unusual circumstances, as determined by the supervisor, may result in an employee's absence being charged to leave without pay for that day.
5. The City may require an employee to present satisfactory, written proof of illness or injury for the employee or immediate family member that prevents him or her from working. Once requested, employees must present such written proof within five (5) business days

to the Human Resources Director.

6. Sick leave may not be used in advance of accrual.
7. Sick leave shall not be used in increments of less than one (1) hour.
8. Abuse of sick leave, including use of sick leave for anything other than an illness, injury, or doctor/dentist appointment as provided for in this policy, may result in immediate disciplinary action, up to and including termination of employment, and may also render the employee ineligible for paid sick leave benefits. Abuse of sick leave occurs when an employee uses sick leave for unauthorized purposes, misrepresents the actual reason for the absence, or fails to timely provide proof of injury or illness to the Human Resources Director. In addition, inappropriate sick leave usage occurs when usage of sick leave, not protected by law, becomes so frequent that an employee cannot fulfill the employee's essential job functions.
9. An employee on sick leave, whether paid or unpaid, may not work a second job during the period of leave, even if he or she has written authorization from the Department Director to work a second job. The only exceptions to this policy must be obtained in writing from the Department Director who will submit it to the Human Resources Department.

D. Holidays

1. Regular full-time and regular part-time employees are eligible for paid holidays authorized by the City.
2. Eligibility for holiday pay begins with the first day of employment.
3. The City observes the following days as paid holidays for all regular employees.
 - a. New Year's Day – January 1
 - b. Martin Luther King, Jr. Day – 3rd Monday in January
 - c. Good Friday - Friday before Easter
 - d. Memorial Day - Last Monday in May
 - e. Independence Day - July 4
 - f. Labor Day/September 11 - 1st Monday in September
 - g. Thanksgiving Day - 4th Thursday in November
 - h. Day After Thanksgiving - 4th Friday in November

- i. Christmas Eve - December 24
- j. Christmas Day - December 25
- k. One Personal Holiday – Floating Holiday

56-hour per week Fire Department employees will receive 11 twelve-hour shifts (132 hours) of holiday time per year. All employees will accrue holiday time regardless if the holiday is worked or not. Employees scheduled to work holidays will be paid at the regular rate.

- 4. Holidays that fall on Saturday will typically be observed on Friday. Holidays that fall on Sunday will typically be observed on Monday as determined by the City Manager.
- 5. Floating holidays accrual will occur on the 1st payroll in January. Employees on a 9-hour schedule will accrue the holiday leave of a number of hours equal to the difference between the total holiday hours (88 hours) and the hours required to cover the remaining appointed holidays for the calendar year.
- 6. Employees must be in paid status on the scheduled workday immediately prior to and following a holiday to be eligible for holiday pay. Employees receiving workers' compensation benefits or short-term/long-term disability benefits are not considered in paid status.
- 7. Floating holiday leave must be scheduled and pre-approved by the employee's supervisor. Such leave will be granted if not disruptive to City services. Floating holiday leave shall not be used in increments of less than one (1) hour.
- 8. The first Monday in September will be observed as the September 11 holiday for firefighters as established by state statute.
- 9. Regular part-time employees will receive pro-rated holiday pay based upon the following scheduled hours worked per week:

<u>Number of Hours Worked Per Week</u>	<u>Pro-Rated Holiday Hours</u>
1 to 10 hours	2 hours
11 to 20 hours	4 hours
21 to 30 hours	6 hours
Over 31 hours	8 hours

E. Bereavement Leave

- 1. Regular full-time and regular part-time employees are eligible for paid bereavement leave. Bereavement leave is an additional employee benefit and does not draw from the employee's accrued leave.

2. Bereavement leave benefits begin on the first day of employment.
3. Employees may take up to 24 hours of paid bereavement leave for a death of an immediate family member as approved by the Department Director.
4. Immediate family member is defined as: spouse, child, step-child, parent, step-parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, or ward. This definition applies to the bereavement leave section only.
5. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave.
6. The Department Director may approve an employee to take accrued leave after having taken bereavement leave.

F. Administrative Leave

The City Manager may place an employee on Administrative Leave, with or without pay, for a period of time not to exceed two (2) weeks. Upon approval by the City Manager, Administrative Leave may be extended with a review every two (2) weeks.

G. Family and Medical Leave

Eligible employees shall be entitled to a maximum of twelve (12) weeks of unpaid leave under the Family and Medical Leave Act, as amended (FMLA) during a twelve (12) month period; (1) for the birth, adoption or foster placement of an employee's child; (2) to care for a spouse, parent, child, stepchild, or an individual with whom the employee is standing "in loco parentis" with a serious health condition; or (3) where, because of a serious health condition, the employee is unable to perform the functions of his or her position.

1. To be eligible for benefits an employee must have been employed for at least twelve (12) months and worked for at least 1,250 hours during the twelve (12) months immediately preceding the commencement of leave. To determine eligibility for leave, the City uses a rolling 12-month period measured backward from the date of any FMLA leave.
2. Serious health condition, for the purposes of this policy, means an illness, injury, impairment or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care.
3. Whenever an employee's leave is foreseeable, the employee must notify his or her supervisor at least thirty (30) days before the leave is anticipated to begin by submitting the Family and Medical Leave of Absence Request form. Failure to give notice for a foreseeable leave may result in delay of the leave. If, however, the nature of the leave

requires that it begin in less than thirty (30) days, employees must notify their supervisors as soon as possible. The employee must provide medical certification from the health care provider (see paragraph below) within fifteen (15) days after requested. Furthermore, continuing proof of disability may be requested at any time as a condition of the leave. There are certain exceptions to eligibility for FMLA and the City is legally permitted to deny a request for leave under certain conditions.

4. Any request for a medical leave must be accompanied by a Medical Certification Form completed by the health care provider of the eligible employee or of the child, spouse or parent of the employee. All medical certifications must be complete and provide all of the requested information. Failure to provide timely completed medical certifications (i.e., fifteen days after requested) may result in the delay of leave and/or termination of employment. Subsequent re-certification and second opinions may also be required. Additional Medical Certification forms are available from the Human Resources Director.
5. Employees may choose to retain or use accrued paid vacation, sick leave, floating holiday, and compensatory time off for the length of the unpaid leave period. Eligible employees who are on leave due to a work-related serious health condition will be placed on FMLA and this time will count toward their FMLA allotment. In no instance will the total amount of time used for any purposes authorized under FMLA exceed twelve (12) weeks in any twelve (12) month period.
6. Employees who qualify for FMLA may exercise their rights to leave on an intermittent basis. However, when intermittent leave is taken, the employee, depending on the needs of the City, may be transferred to a position that is better suited to intermittent absences.
7. Employees who were receiving group health plan benefits just prior to taking leave under the FMLA may elect to continue those benefits during an approved FMLA. Employees who elect to continue coverage during their FMLA must continue to pay their portion of monthly health care premiums as indicated above. Employees have a thirty (30) day grace period in which to make premium payments. If payment is not made timely, the group health insurance may be canceled, provided they are notified in writing at least fifteen (15) days before the date that health coverage will lapse, or, at the City's option, the City may pay the employee's share of the premiums during the FMLA leave, and recover these payments from the employee upon return to work.
8. Except in special circumstances, employees who fail to return to work for at least thirty (30) days following a FMLA are required to repay any group health plan premiums that were paid by the City during their leave.
9. Vacation and sick leave will accrue while an employee is on Family and Medical Leave for a period up to six weeks.
10. Following an approved FMLA leave, an employee will be returned to the same position or to an equivalent position, provided that the employee returns within the twelve (12) week period.

11. Upon return to work after a leave taken for the employee's own serious health condition, the employee must provide a certification signed by the employee's health care provider which clearly indicates that with respect to the conditions for which leave was taken, the employee is fit to return to work.
12. An employee taking FMLA leave for the birth or adoption of a child must initiate the leave within one (1) year of the birth or adoption.

H. Military Leave

1. Employees who participate in the United States Armed Forces Reserve or National Guard are provided a reasonable amount of time off for recurring reserve training. Normally, fifteen (15) calendar days of paid military leave will be granted per year. While on military leave, an employee will continue to accrue benefits provided by the City.
2. Requests for military leave beyond fifteen (15) days will be reviewed with respect to the City needs and applicable state and federal laws.
3. Regular employees who enter military service or become called to active duty for an extended period are granted an unpaid leave of absence and will be reinstated upon completion of the duty in the same position (or a similar position with the same pay, rank, and seniority) in accordance with applicable state and federal laws.
4. Military Exigency Leave: employees who are otherwise eligible for FMLA leave, and who have a spouse, parent, child, stepchild, or an individual with whom the employee is standing "in loco parentis" with, or next of kin to that is deployed, has been notified of an impending deployment to a foreign country, has been called to active duty, or who has been notified of an impending call to active duty status in support of a contingency operation may be eligible for a military exigency leave and take up to 12 weeks of leave in one 12-month period. This FMLA leave can be for up to 12 work weeks, and can be used for the following:
 - a. to address issues arising from short-notice deployment (7 or less days);
 - b. to address legal/financial arrangements arising from active duty;
 - c. to attend counseling;
 - d. to attend military events;
 - e. to spend time with family member on rest and recuperation leave (up to 5 calendar days);
 - f. to attend post-deployment activities (within 90 days after return from active duty);

g. to address child-care issues.

5. Military Caregiver Leave: employees who are the spouse, parent, child, stepchild, or an individual with whom the employee is standing “in loco parentis” with, or is next of kin to a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation or therapy, may take up to 26 weeks of leave to care for the injured service member in one 12-month period.

I. Civil Leave

The City of Corinth provides paid civil leave to regular full-time employees and regular part-time employees required to serve on jury duty, subpoenaed, or requested to testify as witnesses by the City in a City-related civil, criminal, legislative, or administrative proceeding.

1. The City encourages its employees to fulfill their civic duty by serving on a jury if called.
2. When jury service is less than a full day, employees are expected to report for work during the period of time they are not required for the jury.
3. Employees on jury service working other than day shifts must arrange reporting requirements with their supervisor.
4. While on jury duty, employees will be granted time off with pay. This paid civil leave is an additional employment benefit and will not draw from the employee’s accrued leave.
5. Employees must provide documentation of the requirement for jury duty, subpoena compliance, etc., with their leave request. Employees must submit civil leave requests, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate their absence.

Section 13 Workers’ Compensation

A. Policy

The City, acting under the Texas Workers' Compensation Act, provides workers' compensation coverage benefits to employees for injuries or illnesses sustained by the employee during the course and scope of their employment.

B. Responsibilities

1. Employees who suffer an occupational injury or illness, however minor, must report the incident to their supervisor as soon as possible after the incident occurs.
2. The supervisor or other designated person shall ensure that emergency treatment is obtained for employees who may become injured or ill on the job.

3. Upon notification of an injury, the immediate supervisor shall conduct an investigation and provide information to the person responsible for workers' compensation records in the department and the Human Resources Office in accordance with the City's loss control procedure.
4. Employees returning to work from a lost-time injury must have been allowed to return to work by their attending physician. Employees must provide a copy of the Texas Workers' Compensation Work Status Report to the Human Resources Department. The Human Resources Department will coordinate the employee's return to work.
5. Employees who are off duty due to an occupational injury or illness shall report weekly by telephone to their supervisors and keep their supervisors apprised of their status.
6. The City may require an employee to return to partial or light duty work status in accordance with the "Temporary Modified Duty Assignments" Procedure when physically and medically able to do so, provided such work assignments are available.
7. Employees receiving benefits under the Workers' Compensation Act who are unable to work their regular duties and schedules shall not engage in any secondary employment (including self-employment) whatsoever without the prior written approval of their Department Director and the Human Resources Department. Employees engaging in other employment while collecting benefits and not working regular duties and schedules will be subject to disciplinary action, which could include termination of employment.

C. Benefits

1. The City will compensate the employee the difference between the Workers' Compensation payments and the employee's regular full time pay if the employee is receiving a statutory Temporary Income Benefit (TIB) and while being employed with the City. This benefit will be suspended or initially denied if an employee fails to comply with City policy and directions. Under no circumstances will an employee on workers' compensation leave receive more paid benefits (workers' compensation and salary continuation benefits) than the amount the employee would receive in base salary/wages (excluding overtime, shift differential, and Field Training Officer pay).
2. An employee receiving workers' compensation benefits should be immediately available by phone to the Human Resources Department and/or the employee's department during the employee's normal work hours (with the exception of doctor visits, a hospital stay, and brief limited errands), unless otherwise directed by the Department Director.

Section 14 Employee Benefits

The City provides a number of benefits and types of coverage to eligible workers. Eligibility for certain benefits may be subject to employment status or number of hours worked. Generally, the City provides the following benefits to its employees.

- A. Group Health Program
- B. Group Life and AD&D Insurance Program
- C. Retirement Program
- D. Short-Term Disability Plan
- E. Long-Term Disability Plan
- F. Section 125 “Cafeteria” Benefit Program
- G. Section 457 Deferred Compensation Program
- H. 401(a) Qualified Plan for Matching Section 457 Contributions

The City reserves the right to change or terminate any of the benefit programs or to require or increase employee premium contributions for any benefit program at its discretion and without cause or notice to employees.

Section 15 Vehicle Use Policy

A. Policy

City Vehicles shall be used only for City business except as otherwise provided in the administrative procedures promulgated by the City of Corinth, the General Orders of the Police Department, the Operations Manual of the Fire Department, or as specified by the City Council. Risk of loss from vehicle accidents involving all City employees will be minimized through driver record screening, hands-on training and education, defensive driving training, and standardized vehicle accident review procedures.

This policy applies to all regular full-time, regular part-time, temporary, and seasonal employees. Police Officers and Fire Fighters are subject to the applicable provisions of Texas Government Code and the general and special orders of the Police and Fire Departments, which may incorporate some or all of the provisions of this policy.

B. Definitions

1. Authorized Personnel shall mean those persons authorized to use a City vehicle in accordance with these procedures.
2. City Business shall mean any authorized work or activity performed by a City employee or other person on behalf of the City.

3. City Vehicle shall mean any motor vehicle or motor-driven equipment owned or leased by the City.
4. On-Call Employees shall mean those employees subject to being summoned to perform City work or duties beyond their normal work hours.

C. Driver Licenses and Driving Records

1. The City of Corinth requires that all employees driving or operating a City vehicle have the appropriate operator's or commercial driver license as required by the State of Texas. Employees who use their personal vehicles while conducting City business shall maintain current liability insurance and driver license in accordance with Texas law. Failure to maintain current liability insurance and driver license may result in disciplinary action up to and including termination.
2. At the direction of the City Manager and in accordance with proper applicable law, a driver license check through the City's vendor will be performed through the Human Resources Department every six months for all City of Corinth employees who hold positions that have a direct impact on the public's or fellow employees' health, safety and welfare through products or services provided by the City. After a thorough review, the driving records of employees whose three-year driving history indicates loss of license, DWI, DUI, multiple moving violations, or vehicle accidents will be forwarded to the applicable Department Director for their review and appropriate action. Employees so identified will be suspended from driving City vehicles during the review process.
3. Individuals who apply for positions or transfer to positions requiring a valid operator's or commercial license, and who do not already possess the requisite license, must pass the written portion of the examination for the specific license required prior to the initial interview. The applicant selected for employment must then pass the driving portion of the examination within five (5) working days and may not begin work until the applicable license is obtained. A driver record check will be made prior to assignment to the new position.
4. Failure to maintain the required driver license to operate City vehicles will be sufficient grounds for reclassification to a non-driving position, disciplinary action, or termination.
5. Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in driver license status and any and all arrests, charges, or convictions for Driving While Intoxicated, Driving Under the Influence, Involuntary (vehicular) Manslaughter, or any type of traffic citation received whether such incidents arose out of work-related driving or not. Employees shall make such self-disclosure to their supervisor, or his or her designee, at the earliest opportunity and shall not operate any vehicle on City business until cleared to do so by the Department Director, or his or her designee. The supervisor shall immediately communicate this information to the Department Director. Employees who fail to make such required self-disclosure at the earliest opportunity, or who operate a vehicle on City business prior to making such required self-disclosure, shall be subject to

disciplinary action, including termination. For the purposes of this section, “earliest opportunity” means prior to 10:00 a.m., local time, on the first business day following the precipitating incident.

D. Driver – Safety and Training

1. Department Directors shall confirm that an employee or applicant has demonstrated the ability to operate vehicles and special equipment in a safe and competent manner by requiring the employee to operate the equipment to the satisfaction of his or her supervisor. Training will be conducted for those individuals who cannot satisfactorily operate such equipment. Under no circumstances shall an unsupervised employee be allowed to operate a vehicle or piece of equipment for which he or she is untrained or unqualified.
2. Employees who are required to operate vehicles as part of their job descriptions or normal duties should be encouraged to attend a Defensive Driving Course (DDC).
3. All City drivers shall wear safety belts when any vehicle is in motion and require all occupants (including back seat passengers) of the vehicle to do likewise. This Section applies to motor vehicles, other than motorcycles, as those terms are defined by Tex. Rev. Civ. Stat. Ann., art 6701d 2, or its successor.

E. Use of City Vehicles

All employees who operate City vehicles and motor-driven equipment must adhere to the minimum requirements and standards outlined in this section.

1. Rules and Regulations for use of City Vehicles
 - a. No employee shall use a City vehicle for commuting to or from his or her residence during off-duty work hours unless authorized to do so in accordance with these procedures and regulations.
 - b. Every employee who is responsible for a City vehicle shall properly secure, lock, and remove the ignition keys from the vehicle at any time during which the vehicle is parked and unattended.
 - c. No employee shall use a City vehicle to transport any person, except for the purpose of performing City business. However, employees authorized to use City vehicles for commuting to or from their residence may occasionally transport non-City persons in City vehicles when traveling to or from work or City related business if approved by the Department Director.
 - d. Every employee driving a City vehicle shall use best efforts to park the vehicle off-street, except when otherwise necessary to perform City business.

- e. Every employee who drives or is otherwise responsible for a City vehicle shall use all reasonable care in the operation and use of the vehicle and shall promptly report to the appropriate person or department any needed servicing, repairs, or maintenance.
- f. Each employee operating a City vehicle shall comply with all applicable traffic laws.
- g. An employee shall not transport alcoholic beverages or any other intoxicant within or upon a City vehicle at any time.
- h. Employees are not authorized to conduct personal business in City vehicles during work hours except as specifically authorized by this policy. "Personal business" includes running personal errands and shopping.
- i. During scheduled work shifts, an employee operating a City vehicle is authorized to stop for reasonable, limited time periods for meals, to obtain refreshments. Discretion will be used by employees when more than three other City vehicles are already present at the establishment.
- j. Employees operating City vehicles are not authorized to transport family members or friends for non-City business. Department Directors may grant specific and limited exceptions to this rule when the employee demonstrates good cause and/or an urgent need. Department Directors may only grant such exceptions on a case-by-case basis.
- k. Employees may operate City vehicles to transport sick or injured individuals to medical care facilities in specific emergency situations.

2. Authorization for "Take Home Vehicles"

- a. An employee may be authorized to take a City vehicle to his or her residence during off-duty hours when an "Authorization for Take-Home Vehicle" Form has been completed, signed by the employee, and approved by the designated supervisor. The Department Director shall maintain a file of all approved requests.
- b. The authorization for a take-home vehicle may be approved when the employee is an "on-call" employee who has a job-related need for the vehicle after normal working hours, and the employee resides in the corporate limits of the City of Corinth. If the employee does not reside within the corporate city limits, then the situation shall be evaluated by the Department Director to determine if the "on call" employee can respond back to the city as needed within an appropriate and acceptable amount of time, usually not to exceed thirty minutes. If a Department Director deems it necessary for him/her self to be "on-call" as well as additional personnel, then the same vehicle policy and guidelines shall apply to the Department Director so long as he/she is in possession of a city vehicle.
- c. Employees authorized to take City vehicles home are authorized to make reasonable, brief, and limited stops before or after assigned work shifts while traveling to and from

work to conduct personal errands, such as obtaining a limited number of grocery items (a loaf of bread, gallon of milk, etc.), picking-up cleaning, making bank transactions, and the like. On-call employees, who are allowed to come and go freely but must respond to a return-to-work notification by radio, or telephone, may use “take-home” vehicles for personal business if such use is required to meet response times outlined in Department or Division policies.

- d. Employees authorized to take City vehicles home are authorized to transport non-City persons in City vehicles when traveling to or from work or City related business if approved by the Department Director. If the employee is not traveling to or from work or City related business, the employee shall not transport non-City persons in City vehicles.
- e. The approval for a “take-home” vehicle shall be made for the purpose of assuring the performance of City business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.

3. Use of City Vehicles by Volunteer Personnel

- a. Volunteers are authorized to drive City vehicles provided all of the following conditions are met:
 - Use is authorized by the Department Director.
 - Use enhances the ability of the City to provide services.
 - Selected driver has successfully demonstrated the ability to drive the provided vehicle, and
 - Selected driver has a current Texas driver license appropriate for the vehicle to be used.
- b. Volunteer drivers are not considered to be City employees, and thus are not covered by the Texas Worker’s Compensation Law. However, certain Police and Fire Department Volunteers may receive coverage. These volunteers who wish to file a claim for injuries or damages associated with their volunteer work must contact the Office of the Human Resources Department.

F. Use of Personal Vehicles

1. City employees are expected to carry liability insurance on any personal vehicle used to transact City business. Employees will contact their insurance carrier to determine the necessity for a “Business Use” rider to their policy. The City will not assume responsibility of pursuing claims against the employee’s carrier or the other driver in the event of a collision or other loss. If the City employee does not receive full compensation (e.g., an uninsured driver), a claim for the unpaid expense may be filed in the Office for the City Manager. All such claims must be accompanied by full documentation of payments and expenses.

2. Reimbursement for occasional use. The City of Corinth will pay employees for using their personal vehicles on City business at the IRS mileage rate, as such may be amended from time to time.
3. Maintenance and Insurance. The City pays for maintenance and insurance costs through the mileage payments. Consequently, the City will not pay employees for vehicle repair costs, but will pay the insurance deductible when warranted. If an employee's vehicle fails to operate while he or she is out of town on City business, the City will pay reasonable towing costs to the nearest garage. The City will not pay towing costs within the City.
4. Volunteers. Persons who donate their time and services to the City are not covered by the Worker's Compensation (with the exception of designated Police and Fire Department Volunteers), and the City assumes no liability for the use of their personal vehicle during any volunteer activity.

G. Vehicle or Equipment Accident Procedures

1. When involved in a vehicle collision, each City employee operating a City vehicle or equipment and each City employee operating a personal vehicle in the course of transacting City business is required to do the following:
 - a. Notify his or her supervisor immediately.
 - b. Notify local law enforcement authorities if non-employees were involved or if property not owned by the City is damaged.
 - c. Remain at the scene of the accident until released by competent authority.
 - d. Obtain names and addresses of the other party and any witnesses.
 - e. Talk with no one at the scene concerning the accident except law enforcement officers and to help with any needed medical assistance.
 - f. Under no circumstance, give statements or talk with anyone about the accident after leaving the scene without first obtaining approval from their Department Director or appropriate Supervisor.
 - g. Refuse to sign or place his or her signature upon any papers or documents related to the accident, except for official police reports and ticket citations, without prior approval from their Department Director or appropriate Supervisor.
 - h. Assist the supervisor in the completion of the City of Corinth report of vehicle accident.
2. The Supervisor shall:
 - a. Notify the Police Department if the vehicle operator has not already done so.

- b. Notify their Department Director who shall in-turn notify the Office of the City Manager and the Human Resources Office as soon as possible during regular duty hours. After duty hours, accidents resulting in death or severe personal injuries shall be reported to the respective Department Director who will inform the Human Resources Director and the City Manager.
 - c. If necessary, go to the scene of the accident to assist in the investigation. Take pictures of the accident scene as required.
 - d. Notify the Department Director immediately for possible substance abuse testing in accordance with the City Policy.
 - e. Complete and submit the report of vehicle accident to the Human Resources Office not later than two working days after the accident.
 - f. If the employee was injured, fill out the appropriate workers' compensation forms.
3. Police Officers Shall:
- a. Investigate all accidents occurring within its jurisdiction involving a City vehicle and property not owned by the City.
 - b. Notify the City driver's Department Director if the City employee is physically unable to do so.
 - c. Forward a copy of any reports, including amended reports involving City vehicles to the Chief of Police who shall be responsible for forwarding such reports to the Human Resources Office.

H. Vehicle Accident Review Procedures

1. The City of Corinth will standardize the review and disposition of all vehicle accidents and incidents involving City vehicles and drivers. Each Department Director is responsible for properly investigating any accidents involving vehicles from their Department and taking responsible measures to assure that such accidents, if preventable, do not reoccur. The Department Director is also responsible for reporting such findings to the City Manager who shall in-turn also notify the Human Resources Office.
2. An employee wishing to appeal a decision reached by the Department Director related to the findings of an accident investigation shall appeal to the City Vehicle Accident Review Board (defined below). If the affected employee wishes to appeal the decision of the CVARB, then such appeal shall be made directly to the Office of the City Manager and his/her decision on the matter shall be final. No further appeal is allowed.

3. City Vehicle Accident Review Board (CVARB). The CVARB shall consist of the following positions appointed by the City Manager as needed, unless otherwise directed by the City Manager:

- Chief of Police
- Chief of Fire
- Public Works Operations Director
- Planning Director
- Finance Director
- Human Resources Director

The CVARB shall meet periodically (as determined by the City Manager) to review:

- Standardization of board actions
- Trends
- Disciplinary actions for certain types of preventable accidents (as required)
- Procedural Modifications (as required)

Section 16 Fire Department

A. Operations

In order to provide the highest level of service to the lake cities, the Lake Cities Fire Department shall have in place an “Operations Manual” containing those rules, regulations, policies, procedures and operating guidelines which addresses those subjects specific to fire department operations.

The “Operations Manual” will be issued and maintained by the Fire Chief and will govern all members of the Lake Cities Fire Department. The Fire Chief will be responsible to the City Manager of the City of Corinth for its content and guide. The fire department’s “Operations Manual” will not conflict with the City of Corinth’s Personnel Policy Manual or related directives issued by the City of Corinth. In the event of any conflict, the provisions of the City of Corinth Personnel Policy Manual will prevail.

Any disciplinary actions taken for violations of the “Operations Manual” or this Personnel Policy Manual shall be taken in accordance with the Texas Government Code. Before any disciplinary actions are delivered to the employee, the supervisor shall discuss the matter with the Human Resources Director.

Section 17 Police Department

A. General Orders, Standard Operating Procedures & Code of Conduct

1. General Orders

It is understood that by the very nature of Law Enforcement and Public Safety, a more stringent level of supervision and guidance is required in order to honorably succeed in providing the elevated level of service and training involved in public safety operations. Therefore, the Police Department shall have in place as a guideline to Law Enforcement Policies and Procedures called the "General Orders" Manual. This Manual shall be used by police personnel as a guide to law enforcement related questions and situations which may from time to time arise.

The "General Orders" Manual shall be issued and maintained by the Chief of Police as standing orders to all police personnel. The Chief of Police shall be responsible to the City Manager for its content and guide. At no time should any procedure within the "General Orders" Manual be in conflict with the City of Corinth Personnel Policy Manual. However, if such a contradiction does occur, the provisions of the Personnel Policy Manual shall be the prevailing policy unless otherwise authorized by the City Manager, or with his/her permission, the Chief of Police.

2. Standard Operating Procedures

The Chief of Police or his/her designee shall have in place a Field Reference Guide to all police personnel. It shall be titled as the "Standard Operating Procedures". Each bureau or division within the Police Department shall have in place such a manual. This manual shall be a supplement to the "General Orders" Manual which is an extension to the City of Corinth Personnel Policy Manual and shall outline the special needs for 24 hour per-day police protection and appropriate scheduling of personnel to achieve these needs. The issuance and maintenance of this manual shall be the responsibility of the Chief of Police or his/her designee who shall in turn be responsible to the City Manager for its content, administration and update.

3. Code of Conduct

The Chief of Police shall be responsible for the creation, issuance, and adherence to a special Police Department "Code of Conduct." This Code of Conduct shall serve as a strict guide for police personnel with reference to ethical, moral and legal matters. It shall be adhered to at all times by all police personnel and shall serve as a detailed extension of the City of Corinth Personnel Policy Manual specifically designed for the special conditions and expectations placed upon those in the law enforcement profession.

Any disciplinary actions taken according to the code of conduct or failure to follow a directive within the "General Orders" or "Standard Operating Procedures" or this Personnel Policy Manual shall be taken in accordance with the Texas Government Code. Before any disciplinary actions are delivered to the employee, the supervisor shall discuss the matter with the Human Resources Director.

B. City Issued Law Enforcement Equipment

Members of the City of Corinth Police Department may, at the discretion of the Chief of Police, be issued certain types of specialized equipment to use within the course and scope of their law enforcement duties. This equipment may consist of but is not limited to the issuance of:

1. Uniforms
2. Police insignia
3. Identifications/commission card(s)
4. Firearms
5. Firearm accessories
6. Ballistic body armor
7. Other equipment as specified by the Chief of Police

All equipment issued shall be maintained in proper order by the employee in whose care it has been entrusted. At no time shall any city equipment be used in such a manner that it was not intended or which would bring discredit to the city.

All issued police equipment shall be returned immediately upon request from the Chief of Police or his/her designee or at the time of separation of employment from the city.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, ADOPTING THE 2016 PERSONNEL POLICY MANUAL AS THE PERSONNEL POLICY OF THE CITY OF CORINTH, REPEALING ALL CONFLICTING ORDINANCES AND PRIOR VERSIONS OF THE PERSONNEL POLICY MANUAL, AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth Personnel Policy Manual (“Manual”) was adopted in 2001 and last revised in 2013; and

WHEREAS, the City Manager and Staff have recommended the adoption of the 2016 revisions to the Manual as presented herein as Exhibit “A”; and

WHEREAS, after review and consideration of this recommendation, the City Council wishes to adopt the 2016 Manual;

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

SECTION 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

SECTION 2. That this Ordinance shall take effect on October 3, 2016. The Human Resources Director shall notify all employees of the revised Manual.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or the application thereto to any persons or circumstances, is held invalid, such invalidity shall not affect the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

ADOPTED on this ____ day of _____, 2016.

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Kim Pence, City Secretary

APPROVED AS TO FORM:

WM. Andrew Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 07/21/2016

Title: Resolution to execute a contract of sale

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: Yes

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a Resolution authorizing the Mayor or his designated representative to execute a contract of sale by and between the City of Corinth, Texas and Denton Electric Cooperative, Inc. to acquire fee simple title to Lot R1-2, Block One, Pinnell Addition to the City of Corinth, Denton County, Texas (The Contract) and authorizing the expenditure of funds as prescribed in the Contract.

AGENDA ITEM SUMMARY/BACKGROUND

On April 21, 2016 the City Council approved a resolution directing the issuance of combination tax and revenue certificates of obligation. The issuance of bonds was to acquire, improve, and equip a public safety facility for the police and fire departments and to construct and equip a new fire station. The property for consideration will be purchased with the bond proceeds of the 2016 Certificates of Obligation for the purpose identified above.

The resolution and contract will be forwarded to the City Council upon final legal review.

RECOMMENDATION

Staff recommends approval of the resolution authorizing the Mayor or his designated representative to execute a contract of sale by and between the City of Corinth, Texas and Denton Electric Cooperative.

City Council Regular and Workshop Session

Meeting Date: 07/21/2016
Title: EDC Appointments
Submitted For: Jason Alexander, Director **Submitted By:** Kim Pence, City Secretary
Finance Review: N/A **Legal Review:** N/A
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.

AGENDA ITEM SUMMARY/BACKGROUND

The Corinth Economic Development Corporation is a nonprofit corporation managed by a board of directors to promote economic development for the City of Corinth. It is organized exclusively on behalf of the City for the public purposes of the promotion and development of new and expanded business enterprises to provide and encourage employment in the furtherance of public welfare. The Corporation shall have and exercise all of the rights, powers, privileges, authority and functions given by the general laws of Texas to nonprofit corporations by the Texas Nonprofit Corporation Act, Tex. Civ. Stat. Ann. Art. 1396-1.01 et. seq., and the additional powers as provided in Section 4B of the Development Corporation Act of 1979.

Number of Members: The Board shall consist of seven (7) Directors each of whom shall be appointed by the City Council of the City of Corinth, as provided in Article VII of the Corinth Economic Development Corporation Articles of Incorporation.

Term of Office: Each member of the Board of Directors shall serve a two (2) year term, or until his/her successor is appointed, unless sooner removed or resigned. Each Director shall be eligible for reappointment. No Director shall serve more than two (2) consecutive terms excluding the initial term, if less than two (2) years. Any vacancy occurring on the Board shall be filled by appointment of the City Council, to hold office until the expiration of the term of the vacating member. Unless otherwise provided, terms shall expire on May 31. Any Director may be removed from office by the City Council at any time.

Attendance: Regular attendance is required at all meetings. Two (2) consecutive unexcused absences from regular scheduled meetings of the Board shall constitute cause for replacement of a Director. An unexcused absence is one not approved by the Chair.

Election of Officers: The Chair, Vice Chair and Secretary shall be elected from among the members of the Board. The Treasurer may be an employee of the City, appointed by the Finance Director of the City of Corinth to oversee the finances of the Corporation. The City Council of the City of Corinth shall recommend to the Board the person to serve as Chair. All officers shall be elected by and subject to removal from office at the will of and at any time by a vote of a majority of the Board.

Appointment Procedures: As vacancies occur on boards, commissions, and committees, the Council will consider the applications with the following priority. a) Individuals seeking reappointment to their current place on the board, commission or committee will have primary consideration. b) If no individual is seeking reappointment or if at the Council discretion, the incumbent was not reappointed, individuals that have served as an alternate position on the board, commission, or committee will have secondary consideration. c) Final consideration will be given to new applications.

Economic Development Corporation

Place	Position	Board Member	Term Expiration
1	Council Representative	Vacant	May 2017, 2nd Term
2	Council Representative	Lowell Johnson, President	May 2018, 2nd Term
3	Board Member	David Burnett	May 2017, 1st Term
4	Board Member	Jerry Blazewicz	May 2018, 1st Term
5	Board Member	Wade May	May 2018, 2nd Term
6	Board Member	Mike Amason, Vice President	May 2018, 2nd Term
7	Board Member	Tina Henderson, Secretary	May 2017 1st Term

RECOMMENDATION

Recommendation/Appointment is at Council’s discretion.

Attachments

Attendance Log

Micheal Blazer

Shannon Bryan

Bruce Hanson

Chuck Mills

Grady E Ray

Beverly Henley

Kathleen Robertson

Bradley Hinson

Robert Goodwin

**City of Corinth Economic Development Corporation
Fiscal Year 2015-2016 Committee Attendance Schedule**

Meeting Date	Meeting Time	Meeting Comments	Place 1 <i>Chair</i>	Place 2	Place 3	Place 4	Place 5	Place 6 <i>V Chair</i>	Place 7
5-Oct-15	6:00 pm - 7:31 pm	Regular Session	P	P	-	-	P	P	-
2-Nov-15	6:05 pm - 7:38 pm	Regular Session	P	P	-	-	P	P	-
10-Nov-15	6:02 pm - 6:07 pm	Special Session	P	P	P	-	P	P	A
14-Dec-15	6:00 pm - 6:38 pm	Special Session	P	P	P	-	P	P	P
11-Jan-16	6:00 pm - 6:46 pm	Special Session	P	P	P	-	P	P	P
28-Jan-16	6:30 pm - 9:00 pm	Robert's Rules	P	P	A	-	A	P	P
1-Feb-16	6:00 pm - 7:15 pm	Regular Session	P	P	P	-	P	P	P
7-Mar-16	6:00 pm - 7:42 pm	Regular Session	P	P	P	-	P	P	P
7-Apr-16	7:00 pm - 8:10 pm	Joint Session	P	P	P	-	A	P	A
2-May-16	6:00 pm - 7:17 pm	Regular Session	P	P	A	-	P	P	P
6-Jun-16	6:04 pm - 7:15 pm	Regular Session	P	P	P	P	P	A	P
11-Jul-16	6:03 pm - 8:15 pm	Special Session	-	P	P	P	P	P	P
August		Regular Session							
September		Regular Session							

* Note: P = Present, A = Absent
 ** Note: Tina Henderson and David Burnett were appointed to the Board on November 5, 2015.
 *** Note: Jerry Blazewicz was appointed to the Board on May 19, 2016.
 **** Note: Council Representative Sam Burke resigned from the Board on June 6, 2016

C: Mayor -
Council
6/8/15

Kim Pence

From: noreply@civicplus.com
Sent: Friday, June 05, 2015 9:05 AM
To: Kim Pence
Subject: Online Form Submittal: Board Application Form

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board Application Form

Please complete the online form below.

Personal Information

Select the Board, Commission, or Committee applying for:*

Corinth Economic Development Corporation

Name:*

Micheal Blazer

Home Address:*

3216 Blue Jay Drive

Home Phone Number:*

02935549

Business Address:*

125 E John Carpenter Frwy Irving

Business Phone Number:*

9728222303

Occupation:*

Marketing Director

Email Address:

michealblazer@att.net

Residency Information

Length of Residency in Corinth:*

13 months

Are you a registered voter:*

Yes

No

Education and Hobbies

High School:

Emporia High School

College:

Emporia State University

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

Yes

No

Have you served on a Board, Commission, or Committee before?*

Yes

No

If yes, which:

Little Elm Economic Dev Corp - Vice President / Monte Vista City Councilman (Colorado) / SLV Economic Dev Comm. - Co-Chairman (Colorado) / Urban Renewal Authority Commissioner (Colorado)

Please list organization memberships and positions held:

Chamber of Commerce President (Colorado) Kiwanis Club - President (Colorado)

Please List Areas of Special Interest

Most of my volunteer work is related to community work. Typically related to community/economic development

Please Enter Basic Resume Information Below

SENIOR GLOBAL MARKETING AND SALES MANAGEMENT → Results proven Senior Marketing and Sales professional with 25 years of experience in marketing and sales/operations management leadership; success in developing marketing and sales campaigns, startup company, and solutions that generated upwards of 70% revenue growth → Energetic and dynamic sales and telemarketing team development → Client needs fulfillment – Strategic partnerships and alliance building C-level/Executive relationships → Demonstrate success in negotiating win-win solutions; experienced managing all operations and core functions within business → Global management experience SKILLS → B2B Marketing → Email Marketing → Telesales → Marketing Campaign Management → Staff Recruitment & Training → Employee Relations → Business Development → Project Management → Operations Management → Training & Development → Performance Management → Organizational Development PROFESSIONAL EXPERIENCE UNITED CAPITAL FINANCIAL LIFE - Dallas, TX Director Growth Strategies VQ INTERACTIVE SOLUTIONS — Dallas, TX VQ Interactive Solutions provides low-cost marketing for small to medium sized companies with an emphasis in telemarketing and email marketing. Partner, March 2006 to November 2010 Client base consists of companies such as: BatteriesPlus, Jani King, Farmers Insurance, Mutual of Omaha, Ace Payroll and more. Increased client's company revenues by providing qualified prospects. Key Results: → Played a key role in ensuring the successful launch of the business. Developed and implemented programs and policies. → Benchmarked and implemented technology for virtual telemarketing agents → Managed daily operations of up to 20 offshore agents and monitored campaign success → Generated revenue increases of up to 15% for clients by generating leads TAB BOARDS INTERNATIONAL — Denver, CO TAB forms and facilitates peer-advisory boards through franchisees providing resources for small- to medium-size business owners. \$12 million in annual revenues. TAB consistently ranks in the top 500 franchise list. Assistant Director of Marketing, November 2001 to March 2006 Developed/managed telemarketing process for internal telemarketing agents and telemarketing vendors totaling 25 people. Worked directly with over 100 franchisees to

market their territories to develop and build their business. Key Results: → Developed telemarketing processes that played a key role in building territories with an average of 75% lead generation of targeted businesses → Managed both employees and vendor relations for successful marketing processes → Trained new franchisees on the marketing process → Awarded employee of the year for the support given to the franchisees

AT&T BROADBAND — Englewood, CO AT&T Broadband provided digital phone and internet services to businesses. \$22 million division. National Customer Care Manager, July 2000 to October 2001 Developed policy and procedures for inbound customer service processes working with vendors to implement and manage. Daily operations management for 35 inbound/outbound agents. Key Results: → Developed flow processes to respond to installation of and questions about the service → Managed vendors providing inbound and outbound services for the department → Developed training modules utilizing SMEs to maintain customer satisfaction benchmarks → Worked in partnership with other departments to meet needs of the business direction

OUTWARD BOUND USA — Denver, CO Outward Bound is the National entity for the 5 Outward Bound locations in the U.S. National Call Center Manager, March 2000 to June 2000 Developed and managed national inbound call center consolidation by coordinating with the 5 individual centers to sign prospects for wilderness expeditions. Managed 12 seats directly and worked with 60 additional agents based in the other centers. Key Results: → Developed policy and procedures for inbound call center → Communicated with the 5 locations that had similar inbound operations to coordinate offerings → Worked with national marketing department and developed staffing to meet expectations → Researched and worked with IT department making recommendations for technology to achieve goals for the inbound process

INTERNET COMMUNICATIONS — Englewood, CO Telecommunications company offering high-speed internet access and phone systems to businesses. Part of the multi-billion dollar Anschutz companies. Telemarketing Manager, July 1999 to February 2000 Formed and managed the telemarketing department to set appointments for the sales teams. Develop and trained sales team's outbound customer service skills. Managed 4 seats directly and worked with 12 sales reps to develop their telesales skills. In the 1st quarter after developing the team, we had increased proposals by \$250,000 as a direct result of this team's telemarketing efforts. Key Results: → Developed telemarketing department to set appointments for the account executives → Hired, trained and motivated telemarketing agents to meet weekly appointment goals → Trained account executives on telesales skills that increased their number of appointments → Worked with product vendors to develop marketing strategies

FIRST CITY FINANCIAL — Call Center Manager, April 1998 to June 1999

TELETECH HOLDING — Senior Supervisor, March 1996 to April 1998

PACESETTER CORP — Telemarketing Manager, February 1994 to March 1996

EMPORIA STATE UNIVERSITY — Emporia, KS Business Administration 1978-1981

DALE CARNEGIE – Effective Communications & Human Relations 1986

CHAMBER OF COMMERCE – Board of Directors and President

KIWANIS – President

CITY COUNCILMAN – City of Monte Vista, CO

The following form was submitted via your website: Board Application Form

Please complete the online form below.:

Personal Information:

:

Select the Board, Commission, or Committee applying for: Corinth Economic Development Corporation

:

Name: Micheal Blazer

Home Address: 3216 Blue Jay Drive

Home Phone Number: 9402935549

Business Address: 125 E John Carpenter Frwy Irving

Business Phone Number: 9728222303

Occupation: Marketing Director

Email Address: michealblazer@att.net

Residency Information:

:

Length of Residency in Corinth: 13 months

Are you a registered voter: Yes

:

Education and Hobbies:

:

High School: Emporia High School

College: Emporia State University

Organization Membership Information:

Are you currently serving on other Boards, Commissions, or Committees?: No

Have you served on a Board, Commission, or Committee before?: Yes

If yes, which: Little Elm Economic Dev Corp - Vice President / Monte Vista City Councilman (Colorado) / SLV Economic Dev Comm. - Co-Chairman (Colorado) / Urban Renewal Authority Commissioner (Colorado)

Please list organization memberships and positions held: Chamber of Commerce President (Colorado)
Kiwanis Club - President (Colorado)

Please List Areas of Special Interest: Most of my volunteer work is related to community work. Typically related to community/economic development

Please Enter Basic Resume Information Below: SENIOR GLOBAL MARKETING AND SALES MANAGEMENT

→ Results proven Senior Marketing and Sales professional with 25 years of experience in marketing and sales/operations management leadership; success in developing marketing and sales campaigns, startup company, and solutions that generated upwards of 70% revenue growth

→ Energetic and dynamic sales and telemarketing team development

→ Client needs fulfillment – Strategic partnerships and alliance building C-level/Executive relationships

→ Demonstrate success in negotiating win-win solutions; experienced managing all operations and core functions within business

→ Global management experience

SKILLS

→ B2B Marketing

→ Email Marketing

→ Telesales

→ Marketing Campaign Management → Staff Recruitment & Training

→ Employee Relations

→ Business Development

→ Project Management → Operations Management

→ Training & Development

→ Performance Management

→ Organizational Development

PROFESSIONAL EXPERIENCE

UNITED CAPITAL FINANCIAL LIFE - Dallas, TX

Director Growth Strategies

VQ INTERACTIVE SOLUTIONS — Dallas, TX

VQ Interactive Solutions provides low-cost marketing for small to medium sized companies with an emphasis in telemarketing and email marketing.

Partner, March 2006 to November 2010

Client base consists of companies such as: BatteriesPlus, Jani King, Farmers Insurance, Mutual of Omaha, Ace Payroll and more. Increased client's company revenues by providing qualified prospects.

Key Results:

→ Played a key role in ensuring the successful launch of the business. Developed and implemented programs and policies.

→ Benchmarked and implemented technology for virtual telemarketing agents

→ Managed daily operations of up to 20 offshore agents and monitored campaign success

→ Generated revenue increases of up to 15% for clients by generating leads

TAB BOARDS INTERNATIONAL — Denver, CO

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Assistant Director of Marketing, November 2001 to March 2006

Developed/managed telemarketing process for internal telemarketing agents and telemarketing vendors totaling 25 people. Worked directly with over 100 franchisees to market their territories to develop and build their business.

Key Results:

→ Developed telemarketing processes that played a key role in building territories with an average of 5% lead generation of targeted businesses

→ Managed both employees and vendor relations for successful marketing processes

→ Trained new franchisees on the marketing process

→ Awarded employee of the year for the support given to the franchisees

AT&T BROADBAND — Englewood, CO

AT&T Broadband provided digital phone and internet services to businesses. \$22 million division.

National Customer Care Manager, July 2000 to October 2001

Developed policy and procedures for inbound customer service processes working with vendors to implement and manage. Daily operations management for 35 inbound/outbound agents.

Key Results:

→ Developed flow processes to respond to installation of and questions about the service

→ Managed vendors providing inbound and outbound services for the department

→ Developed training modules utilizing SMEs to maintain customer satisfaction benchmarks

Worked in partnership with other departments to meet needs of the business direction

OUTWARD BOUND USA — Denver, CO

Outward Bound is the National entity for the 5 Outward Bound locations in the U.S.

National Call Center Manager, March 2000 to June 2000

Developed and managed national inbound call center consolidation by coordinating with the 5 individual centers to sign prospects for wilderness expeditions. Managed 12 seats directly and worked with 60 additional agents based in the other centers.

Key Results:

→ Developed policy and procedures for inbound call center

→ Communicated with the 5 locations that had similar inbound operations to coordinate offerings

→ Worked with national marketing department and developed staffing to meet expectations

→ Researched and worked with IT department making recommendations for technology to achieve goals for the inbound process

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Key Results:

Developed telemarketing department to set appointments for the account executives

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EMPORIA STATE UNIVERSITY — Emporia, KS Business Administration 1978-1981

DALE CARNEGIE – Effective Communications & Human Relations 1986

CHAMBER OF COMMERCE – Board of Directors and President

KIWANIS – President

CITY COUNCILMAN – City of Monte Vista, CO

Additional Information:

Form Submitted on: 6/5/2015 9:04:57 AM

Submitted from IP Address: 38.122.30.242

Referrer Page: <https://www.cityofcorinth.com/FormCenter/City-Administration-6/Board-Application-Form-49>

Form Address: <https://www.cityofcorinth.com/FormCenter/City-Administration-6/Board-Application-Form-49>



VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com Volunteer Opportunities All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Request Act.

Applicants name will be placed on the agenda for consideration, so forms *must* be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence. Resume preferred but not mandatory.

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Shannon Bryan Phone (h): same as below
 Address: 1727 Timber Ridge Cir Phone (work or cell) 214.535.3973
 Address: n/a E-Mail Address sbryan@hotmail.com
 Resident of Corinth since 1999 (mm/yy) FAX (h/w): _____
 Voter Registration ID# can provide DOB 04/23/1977
 Occupation or area of expertise: (Attach copy of resume or expertise summary): Publicist / Business Development
 Previous public service and entity served: 2005 - 2009 (Corinth City Council)
 Have you ever attended any public meeting of the City? yes
 Previous Civic involvement; position held, if any: yes, many positions over the years
 On which of the following Boards, Commissions, or Committees do you have an interest in serving? In areas of multiple interests please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- Board of Construction Appeals
- Corinth Economic Development Corporation
- Keep Corinth Beautiful
- Citizen Finance Audit Committee
- Ethics Committee
- Planning and Zoning Commission
- Zoning Board of Adjustment
- Other _____

Please use the balance of this space as well as the back to answer the following questions:

1. State the reason for your interest and explain expertise you would be able to offer to further the purpose of the group. I've lived in Corinth for 16 years. I've been involved in the past, & want to be involved again.
2. What is your vision for Corinth? Corinth needs to grow as a city.
3. Explain your approach to economic development in Corinth? We need to attract business!
4. What businesses would you like to see in Corinth, how would you attract them and why? I'm open.
5. What are your views on Parks and Recreational facilities? We truly do not have any Parks + Rec. facilities. We need more for our residents.

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Shannon Bryan _____ 6/11/15 _____
Signature of Applicant Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

Handwritten signature and scribble at the bottom of the page.

4. I'm open to researching, attracting, recruiting
new businesses to the City of Corinth.

As well as, business retention.

We MUST do something for the
City of Corinth and its residents,
Growth is coming, we must be
ready to receive the growth.

Thank you.
Shannon D.



VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com Volunteer Opportunities All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Request Act.

Applicants name will be placed on the agenda for consideration, so forms *must* be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence. Resume preferred but not mandatory.

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Bruce Hanson II Phone (h): 940-321-1484
Address: 4303 Wilmette Dr Phone (work or cell) _____
Address: _____ E-Mail Address bhanson2@centurytel.net
Resident of Corinth since March 2005 (mm/yy) FAX (h/w): _____
Voter Registration ID# 1092644795 DOB 5-24-1965
Occupation or area of expertise: (Attach copy of resume or expertise summary): Software Engineer
Previous public service and entity served: 4 years (2009-2013) Corinth City Council 2013-present
Have you ever attended any public meeting of the City? Yes, often
Previous Civic involvement; position held, if any: _____

On which of the following Boards, Commissions, or Committees do you have an interest in serving? In areas of multiple interests please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- Board of Construction Appeals
- Corinth Economic Development Corporation (2)
- Planning and Zoning Commission (1)
- Keep Corinth Beautiful
- Zoning Board of Adjustment
- Citizen Finance Audit Committee
- Other _____
- Ethics Committee

- Please use the balance of this space as well as the back to answer the following questions:
1. State the reason for your interest and explain expertise you would be able to offer to further the purpose of the group. See Attached
 2. What is your vision for Corinth? See Attached
 3. Explain your approach to economic development in Corinth? See Attached
 4. What businesses would you like to see in Corinth, how would you attract them and why? See Attached
 5. What are your views on Parks and Recreational facilities? See Attached

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Bruce Hanson II _____ 9-30-2015
Signature of Applicant Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

1) I have been involved with the city of Corinth since 2009, as a councilman from 2009 to 2013, and as a planning and zoning commissioner from 2013 to the present. I have experience working in this setting, and working with the city comprehensive plan and unified development code. The city is at a crucial point in the build out process, and as I-35E, FM2181, and FM2499 get completed, the commercial properties are going to develop. I believe it is important to apply the vision of our comprehensive plan to all zoning and site planning requests, and to consider carefully necessary changes in that vision as the regional market conditions change.

2) Corinth is currently mainly a bedroom community, with some very good recreational opportunities in place. There are some businesses, and very few (3 or 4) restaurants, and a moderate mix of other businesses. The I 35 corridor, and the 2181-2499 and Lake Sharon-2499 intersections are the remaining major commercial areas to develop. My vision for Corinth is to foster development of restaurants and small to midsize retail shops, as well as possibly some office campus development in those areas. The EDC can be a driver to attract those businesses, and in fact has presented a conceptual plan to work with the landowners along I-35E to make that vision a reality. The planning and zoning commission is integral to this process, by insuring that proposed development in the areas work with the comprehensive plan and UDC, and meet that vision.

3) my approach to economic development is to promote a vision/plan for the commercial areas we have left, and once that plan is in place to actively solicit businesses and developers to buy in to that plan so that they will consider locating here (in Corinth). Then use the financial capabilities of the EDC to help bridge gaps when developers want to locate here.

4) sit down restaurants (not fast food joints), small to medium sized retail shops (no big boxes, there really is no longer any room for them, and many exist already in the immediately surrounding area), and small to midsize office spaces. See 3) above for how to attract them.

5) we have great facilities now. As our city moves to build out, it is essential to continue building in greenspace in the residential neighborhoods (yet to be built), and to maintain our existing parks at a high level. A lot of thought and effort should be put into creating the trail system that has been master planned for some time.

Print**Volunteer Form - Submission #2592****Date Submitted: 3/30/2015****VOLUNTEER OPPORTUNITIES**

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com, Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

First Name

Charles (Chuck)

Last Name

Mills

Address1

2102 Redrock dr.

Address2**City**

Corinth

State

TX

Zip

76210

Home Phone

940-239-9455

Work (or Cell) Phone

512-635-2568

Resident of Corinth since: (mm/yy)

of and on since 1982

Fax

940-497-0684

Voter Registration #

1197073962

Date of Birth

5/4/1948

Occupation or Area of Expertise

Retired Teacher / coach also construction sales

Previous Public Service and Entity Served

none

Have you ever attended a public meeting of the City?*

- Yes
 No

Previous Civic Involvement; Position Held, if any?

none

On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- | | |
|--|--|
| <input type="checkbox"/> Board of Construction Appeals | <input checked="" type="checkbox"/> Zoning Board of Adjustment |
| <input checked="" type="checkbox"/> Corinth Economic Development Corporation | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Keep Corinth Beautiful | <input type="checkbox"/> Ethics Committee |

State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group:

having lived at 1702 Timber Ridge, 2102 Redrock, corner of Fritz Ln. and Meadows and Fairview dr. from 1982 to present I have seen Corinth grow and start to have an identity beyond being a suburb of Denton. The actions taken today will greatly influence the growth and direction of the city. What type of city do we want.

What is your vision for Corinth?

Because of the large areas of undeveloped land in the city limits we have to make sure the city grows and attracts quality businesses that add to the quality of life of the citizens.

Explain your approach to economic development in Corinth:

Being an ex-college coach I know that you have to recruit the type of businesses and construction that are needed for the community. You cannot wait for them to show up / we have other cities (close) who are trying to get the same businesses. We also have to help the tax base, so it is not just hometop the city is depending on. Help businesses understand how Corinth is the right place for them.

What businesses would you like to see in Corinth, how would you attract them, and why?

I think the type of businesses will be determined by the plan that is set forward by the city. If they can see the type of development that is going to make them profitable, they will come. Businesses have needs the city that best helps meet those needs will get the business. The Citizens of the community also have needs they and it is the city's responsibility to meet those needs the best they can.

What are your views on Parks and Recreational facilities?

Having taken care of some type of facility for athletics most of my career to do it right takes a tremendous amount of money. I go to Football, Soccer, baseball games that my grandkids plays in. The ones that are taken care of are full all the time at a premium rate. When you build a facility the first thing you have to build into the budget is quality maintenance. Do not build more than you are willing to maintain. This takes man power, equipment, water, and all these must be done on a regular bases, not every once and a while. It's great to say you want a facility or need, but do you have the money it takes to maintain. Nothing is worse than bringing in people from other town and having a poor maintained facility. It speaks poorly of the city and it citizens. It makes a Statement that you are willing to accept less than the best. That means trash everyday, paint, scoreboards, lights, stands, fences are all maintained at a constant high level.

Electronic Signature

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

First Name

Charles

Last Name

Mills

Date

3/30/2015

Kim Pence

From: noreply@civicplus.com
Sent: Thursday, March 31, 2016 2:25 PM
To: Kim Pence
Subject: Online Form Submittal: Board Application Form

Board Application Form

Please complete the online form below.

Personal Information

Select the Board,
Commission, or
Committee applying for: Corinth Economic Development Corporation

Name: Grady E Ray

Home Address: 1708 Villa Ct., Corinth, TX. 76210

Home Phone Number: 915-204-1207

Business Address: 4251 FM 2181, Ste. 230-143; Corinth, TX. 76210

Business Phone Number: 940-220-9773

Occupation: Logistics / Freight Broker

Email Address: grady.e.ray@gmail.com

Residency Information

Length of Residency in
Corinth: Since 2010

Are you a registered
voter: Yes

Education and Hobbies

High School:	Big Spring High School; Big Spring, TX.
College:	UTEP
Trade or Business School:	BBA in Finance
Hobbies:	Tennis, movies, outdoor (hiking, kayaking)
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which:	Recently served on the Board of the Denton Morning Rotary Club (held at the Oakmont CC.)
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which:	several years ago back in El Paso, TX. prior to 2010
Please list organization memberships and positions held:	Sunturians Leadership El Paso UTEP Alumni Association El Paso Airsho Lighthouse for the Blind President of my fraternity in College (Kappa Sigma)
Please List Areas of Special Interest	Outdoor beautification Quality of life issues Homeless issues Mental Health issues
Please Enter Basic Resume Information Below	1975 for 14 years - Banking. From installment load collector to bank president. Approx. 1989 - went in as a limited partner in a local electronic security company, Later sold it. Approx. 1996 - went to work with my wife's step father in the freight brokerage business. Later on bought him out. Approx. 5 years ago, signed on as an agent with England Logistics; based out of Salt Lake City. England is a wholly owned subsidiary of CR England Transportation.

Kim Pence

From: noreply@civicplus.com
Sent: Tuesday, May 03, 2016 5:11 PM
To: Kim Pence
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com, Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

First Name	Beverly
Last Name	Henley
Address1	2204 Creek Crossing Dr.
Address2	<i>Field not completed.</i>
City	Corinth
State	Texas
Zip	76210-3606
Home Phone	<i>Field not completed.</i>
Work (or Cell) Phone	214-215-1498
Resident of Corinth since: (mm/yy)	April 2007
Fax	<i>Field not completed.</i>
Voter Registration #	1086284898
Date of Birth	04/11/1953

Occupation or Area of Expertise	Semi-Retired Funeral Director and Funeral Home Owner
Previous Public Service and Entity Served	Currently serve as a auxiliary member of the Appraisal Review Board for Denton Appraisal District.
Have you ever attended a public meeting of the City?	Yes
Previous Civic Involvement; Position Held, if any?	Served as a board member on the Selective Service Board. Have been a volunteer for the Corinth PD as a VIP and CPA for the last 4 years.
On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.	Corinth Economic Development Corporation, Zoning Board of Adjustment, Planning and Zoning Commission
State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group:	As a citizen of Corinth, I love my town. I'd appreciate the opportunity to be a part of the future growth of Corinth.
What is your vision for Corinth?	I think Corinth is a wonderful place to live and I would personally like to see more business development that would appeal to families. I'd would also like to see more dollars that are spent, kept in Corinth.
Explain your approach to economic development in Corinth:	I'm not sure I could do anything better than what is being done by others who serve on the various committees but I am a team player and would appreciate the opportunity to participate in all aspects of development in Corinth.
What businesses would you like to see in Corinth, how would you attract them, and why?	Businesses that offer what families want in shopping and dining and could bring employment to Corinth. I'd appreciate the chance to work with others of like mindedness

What are your views on Parks and Recreational facilities?

Parks and Rec are essential to a having an attractive and healthy city. Corinth has many families and many pet owners who would love more good parks and recreation services.

Electronic Signature

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

First Name Beverly

Last Name Henley

Date 5/3/2016

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Kim Pence

From: noreply@civicplus.com
Sent: Wednesday, May 04, 2016 11:04 AM
To: Kim Pence
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com, Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

First Name	Kathleen
Last Name	Robertson
Address1	2106 Driskell Dr
Address2	<i>Field not completed.</i>
City	Corinth
State	Tx
Zip	76210
Home Phone	<i>Field not completed.</i>
Work (or Cell) Phone	940-595-0653
Resident of Corinth since: (mm/yy)	09/99
Fax	<i>Field not completed.</i>
Voter Registration #	1089902263
Date of Birth	09/10/1969

Occupation or Area of Expertise	Contract and Product Management, Telecommunications (Verizon)
Previous Public Service and Entity Served	N/A
Have you ever attended a public meeting of the City?	Yes
Previous Civic Involvement; Position Held, if any?	N/A
On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.	Corinth Economic Development Corporation
State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group:	I would like to be involved in my city's managed growth and serve my neighbors from a civic perspective. I have a B.S. in BCIS from UNT and 25+ years of corporate experience, including more than a decade in contract management and more than five years in product management.
What is your vision for Corinth?	Corinth has a unique opportunity to establish itself as a shining example of small-town America meets family-oriented economic development. The community of citizens has several parks and extra curricular activities available to it, but limited entertainment and shopping choices within city limits. Corinth can benefit from carefully planned shopping and restaurant facilities, and enhance existing facilities with the revenue received from the newer facilities. Corinth could also utilize a growing base of students for volunteer opportunities to assist the city, and for participation in community-sponsored events. A city scholarship could be established to encourage student involvement. I would love to see Corinth highlighted statewide, and eventually nationally, as an example of the return of a citizen-involved, family-oriented, and proud community of neighbors.

Explain your approach to economic development in Corinth:

Corinth should focus on restaurant and shopping development within the city limits, to increase the city's revenue from taxes. Development of an outdoor family-oriented shopping center similar to the Highland Village shopping area (at FM 407 and FM 2499) should be a priority for the city. Regular city-sponsored family-oriented events should be scheduled at/near the shopping center to draw customers from surrounding areas. Corinth should also consider limiting multi-dwelling unit residential growth to maintain the current small-town, neighborly feeling, and avoid population congestion. Corinth should also increase its sales-taxed base of companies to allow for continued economic growth.

What businesses would you like to see in Corinth, how would you attract them, and why?

Corinth should focus on retail shopping centers and restaurants for growth. The city's recent 14th Safest City in Texas rating offers an immediate attraction to developers and to customers, and the expansions of FM 2181/Swisher and I-35E are also advantages. The City's location between a college town and the northern DFW area provides us a unique advantage to draw a wide range of potential customers. Unique restaurants and stores not available in Denton, Lewisville, Flower Mound, or Highland Village, and some chain restaurants/stores that aren't currently in the Lake Cities area should be considered for development.

What are your views on Parks and Recreational facilities?

Parks and Recreational facilities should be a priority focus to maintain a family-oriented community. Monies should be spent on the facilities to continually develop and maintain them, but we should also encourage community members to become involved in maintaining the facilities. Outdoor facilities should be well lit, patrolled regularly by police officers, and should afford the neighborhood the opportunity to take pride in their appearance and safety. Indoor facilities should be available to community members, with supervision, each day. Citizens should be encouraged to use both facility types for birthday parties, company outings, and planned activities.

Electronic Signature

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

First Name

Kathleen

Last Name

Robertson

Date

5/4/2016

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Kim Pence

From: noreply@civicplus.com
Sent: Tuesday, May 24, 2016 1:04 PM
To: Kim Pence
Subject: Online Form Submittal: Board Application Form

Board Application Form

Please complete the online form below.

Personal Information

Select the Board, Commission, or Committee applying for: Corinth Economic Development Corporation

Name: Bradley Hinson

Home Address: 2303 Regina Dr, Corinth TX 76210

Home Phone Number: 940-367-0698

Business Address: 3001 FM 2181 Suite 500, Corinth TX 76210

Business Phone Number: 940-321-7033

Occupation: Financial Advisor

Email Address: Bradley.p.hinson@gmail.com

Residency Information

Length of Residency in Corinth: 17 years

Are you a registered voter: Yes

Education and Hobbies

High School: Haltom High School - Haltom City Texas

College: University of North Texas

Trade or Business School: *Field not completed.*

Hobbies: *Field not completed.*

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which: *Field not completed.*

Have you served on a Board, Commission, or Committee before? No

If yes, which: *Field not completed.*

Please list organization memberships and positions held: *Field not completed.*

Please List Areas of Special Interest *Field not completed.*

Please Enter Basic Resume Information Below
Financial Advisor with Edward Jones since 2014 Vice President positions for CitiMortgage, JP Morgan Chase, REDC and Wingspan Financial primarily focused on Risk Management, Strategy Development and Operations for default mortgage services for 18 years prior to joining Edward Jones.

Hello Kim

I completed my application to be considered for the Corinth Economic Development Board yesterday but would like to add a brief reason why I would like to contribute my time to the position.

My Emily and I moved to Corinth in July of 1999 right after we were married and over the last 17 years we have seen our city grow in a number of ways. Unfortunately the commercial growth of Corinth has not kept pace with the growth of the number of families that have chosen to call Corinth home. While we have had some development, I believe we are poised to expend in along FM 2181 and I35 over the next several years. Currently Corinth residence take advantage of the FM 2499 route into Highland Village to shop, have dinner and take in a movie or battle I35 and go to Denton for a slightly more eclectic experience. I believe the citizens of Corinth (and Lake Cities) deserve a 3rd option in Corinth that keeps our sales tax "at home" and helps provide for increased City services. I believe our city has a lot to offer to not only our families but to economic partners as well. I would like to see Corinth add additional retail, restaurants and lodging to rival what is in the Highland Village area on an appropriate scale for our city.

As I stated above we have lived here for 17 years and have planted our roots here. During those 17 years my parents and sister/brother-in-law have joined us in Corinth and we have made many friends in our community. Our daughters attend Corinth Classical Academy and my wife is a former teacher with LDISD. This past March I was fortunate enough to move by office from Denton to Corinth where I am now located on FM 2181.

In our free time, our family enjoys cheering for each other at Soccer and Softball games, riding/running the trails at Corinth Park and spending time with our family and friends.

Thank you for your consideration.

Brad Hinson

Financial Advisor

3001 FM 2181 Suite 500

Corinth TX 76210

940-321-7033

www.edwardjones.com/brad-hinson

From: noreply@civicplus.com
To: [Kim Pence](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, June 02, 2016 10:33:22 AM

Board Application Form

Please complete the online form below.

Personal Information

Select the Board, Commission, or Committee applying for: Corinth Economic Development Corporation

Name: Robert

Home Address: 3510 Buckingham Dr, Corinth

Home Phone Number: 940-498-9562

Business Address: 5150 I35E South, Corinth

Business Phone Number: 940-321-2504

Occupation: General Manager

Email Address: robert.goodwin@huffines.net

Residency Information

Length of Residency in Corinth: 8 years

Are you a registered voter: Yes

Education and Hobbies

High School:	Weatherford High
College:	Texas Tech University
Trade or Business School:	<i>Field not completed.</i>
Hobbies:	Yard work, Church work, Boy Scouts, Cooking
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which:	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which:	<i>Field not completed.</i>
Please list organization memberships and positions held:	Boy Scouts of America - Troop Advisor / Faith United Methodist Church - Worship Host, Set Up Team, Missions Team Member
Please List Areas of Special Interest	Community Outreach Volunteering, High School Sports (soccer in particular)
Please Enter Basic Resume Information Below	General Manager Huffines Auto Group Corinth 2004 - Current responsibilities include all aspects of dealership operation and P and L responsibility / General Manager Don Davis Auto Group 2000-2004 / Sales, Sales Manager, Operations Manager, General Manager MidPark Auto Dallas 1990 - 2000 -