



\*\*\* PUBLIC NOTICE \*\*\*

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH  
Thursday, December 1, 2016, 5:30 P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

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**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 a presentation, hold a discussion and provide staff direction on the proposed Policy Statement for Tax Abatement.

**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:**

**Invocation will be delivered by Rodney Whitfield with Faith United Methodist Church.**

**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 approval of project budget adjustments for the Capital Improvement Program (CIP).
2. Consider and act on an Ordinance of the City of Corinth, Texas approving an amendment to the FY 2016-17 City of Corinth Budget and Annual Program of Services for the Economic Development Corporation to provide funding for the Lake Sharon Drive extension.

3. Consider and act on an Ordinance of the City of Corinth, Texas approving an amendment to the Fiscal Year 2016-2017 City of Corinth Budget and Annual Program of Services to provide for the expenditure of funds from the Tree Mitigation Fund, the Roadway Impact Fee Fund, and the Storm Drainage Fund for the Lake Sharon Drive extension project.
4. Consider and act on approval of an Advance Funding Agreement For Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On System in the amount of \$143,153.00 with the Texas Department of Transportation.
5. Consider and act on approval of calendar year 2017 Co-Sponsorship agreement between the City of Corinth and Lake Cities Soccer Association.
6. Consider and act on approval of calendar year 2017 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for Youth Softball, Adult Softball and Youth Baseball.
7. Consider and act on 2016-2017 Interlocal Cooperative Agreement with Denton County for Fire Protection Services in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area
8. Consider and act on 2016-17 Interlocal Cooperative Agreement with Denton County for EMS services in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area.

**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**

9. TO HEAR PUBLIC OPINION REGARDING A REQUEST BY THE APPLICANT RICHARD FRONTERHOUSE, WITH GLENN THURMAN, INC., AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNER MERITAGE HOMES OF TEXAS, LLC., FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW A “TEMPORARY CONCRETE BATCH PLANT” ON PROPERTY ZONED PLANNED DEVELOPMENT (PD) SF-4, SINGLE-FAMILY RESIDENTIAL DISTRICT ON APPROXIMATELY 0.568 ACRES OUT OF A TOTAL 31.368 ACRE TRACT OF LAND SITUATED IN THE WILLIAM C. GARRISON SURVEY, ABSTRACT NO. 508, THE WILLIAM WILSON SURVEY, ABSTRACT NO. 1383 AND THE D.A. WARE SURVEY, ABSTRACT NO. 1580, CITY OF CORINTH, DENTON COUNTY, TEXAS. THIS PROPERTY IS LOCATED ON THE EAST SIDE OF POST OAK DRIVE, NORTH OF LAKE SHARON DRIVE.

**BUSINESS:**

Consider and act on a Specific Use Permit (SUP) to allow a “Temporary Concrete Batch Plant” for approximately thirty days on property zoned Planned Development (PD) SF-4, Single-Family Residential District on approximately 0.568 acres out of a total 31.368 acre tract of land situated in the William C. Garrison Survey, Abstract No. 508, the William Wilson Survey, Abstract No. 1383 and the D.A. Ware Survey, Abstract No. 1580, City of Corinth, Denton County, Texas. This property is

located on the east side of Post Oak Drive, north of Lake Sharon Drive.

## **BUSINESS AGENDA**

10. Consider and act on the proposed Chapter 380 Economic Development Agreement Policies and Procedures.
11. Consider and act on a contract to Weldon's Lawn and Tree LLC for the annual contract mowing of Corinth parks and facilities.
12. Consider and act on a Resolution canvassing votes for the Special Election held on Tuesday, November 8, 2016.
13. Consider and act on an Ordinance re-authorizing and levying a sales and use tax for the purpose of financing maintenance and repair of municipal streets; and providing an effective date.

## **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 such executive or (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. Marcus Mote v. Debra Walthall, Case No. 4:16-cv-00203-RC, United States District Court for the Eastern District of Texas.**

**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. Deliberations 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 executive 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 22 day of November, 2016 at 4:00 p.m. on the bulletin board at Corinth City Hall.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Proposed Policy Statement for Tax Abatement

**Submitted For:** Jason Alexander, Director      **Submitted By:** Jason Alexander, Director

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

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**AGENDA ITEM**

Receive a presentation, hold a discussion and provide staff direction on the proposed Policy Statement for Tax Abatement.

**AGENDA ITEM SUMMARY/BACKGROUND**

Chapter 312 of the *Texas Tax Code*, the Property Redevelopment and Tax Abatement Act ("the Act"), authorizes cities, counties and special districts to provide tax abatement benefits to contribute to the expansion of primary employment and to attract major investment. The City adopted an incentives policy (the Tax Abatement and Incentives Policy) on September 5, 2013.

Originally conceived to encourage the expansion of industry and manufacturing with tax abatement benefits, there have been more than 1,000 tax abatement agreements executed since the 1980s according to the Texas Municipal League. Tax abatement policies crafted, and implemented pursuant to the Act allow eligible governing bodies to exempt from taxation all, or a portion of real property and/or tangible personal property (business personal property). However, (i) the eligible governing body may only grant tax abatement to property located within a designated reinvestment zone; (ii) the length of the tax abatement agreement cannot exceed ten (10) years; and (iii) all tax abatement policies must be renewed by the governing body every two (2) years.

The City's tax abatement policy was designed and implemented in accordance with the provisions of the Act and is contained within the Tax Abatement and Incentives Policy (adopted by resolution of the City Council on September 5, 2013). The City's tax abatement policy, however, is blended with economic development incentives that may be offered pursuant to Chapters 380, 501 and 505 of the *Texas Local Government Code*, which encompasses both Chapter 380 Economic Development Programs and the Development Corporation Act of 1979, as amended.

Based on policy direction from the Corinth Economic Development Corporation Board of Directors, the proposed Policy Statement for Tax Abatement is the second-half of a rewrite of the existing Tax Abatement and Incentives Policy, and is purposefully designed to distinguish the tax abatement benefits that may be extended to projects pursuant to the Act, from other economic development incentives. Additionally, the proposed policy is guided by four distinct principles to: (i) fine-tune the process for negotiating and considering tax abatement benefits; (ii) increase the number of projects that may be eligible to receive tax abatement; (iii) reduce the economic qualification for projects that may be eligible to receive tax abatement benefits; and (iv) to extend tax abatement benefits to projects that will grow Corinth's economy, but not at the expense of its fiscal health.

This presentation will provide City Council with an overview of Chapter 312 of the *Texas Tax Code* and its influence on the Tax Abatement and Incentives Policy and an overview of the proposed Policy Statement for Tax Abatement.

On November 7, 2016, the Corinth Economic Development Corporation Board of Directors recommended approval of the proposed policy, subject to revisions from the City Council. Should City Council determine that the proposed Policies and Procedures will achieve the various economic and physical development goals of Corinth, including revisions, staff anticipates delivering a final policy to City Council for consideration and action at the December 15, 2016 Regular Session.

**RECOMMENDATION**

N/A.

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**Attachments**

Proposed Policy Statement for Tax Abatement  
PowerPoint Presentation

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**III.**

THAT the City of Corinth may elect to make use of the guidelines and criteria in the Statement Policy for Tax Abatement, as set forth in Exhibit “A”, to consider and negotiate tax abatements as incentive to enable and to encourage and sustain meaningful economic growth while also implementing sufficient control over public funds, and that said policy may be leveraged with other incentives provided by the City.

**IV.**

THAT this Resolution shall be effective immediately upon its approval.

**PASSED, APPROVED AND EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Bill Heidemann, Mayor

**ATTEST:**

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Kimberly Pence, City Secretary

**APPROVED AS TO FORM:**

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**EXHIBIT “A”**

**CITY OF CORINTH**  
**POLICY STATEMENT FOR TAX ABATEMENT**

SECTION 1.

**GENERAL PURPOSE AND OBJECTIVES**

The City of Corinth is dedicated to achieving and sustaining the highest quality of development in all areas of the City; and to a continuous improvement in the quality of life for its citizens. These objectives are met, in part, by the enhancement and expansion of the local economy. Towards this end, the City of Corinth may elect, on a case-by-case basis, to give consideration to granting tax abatement as an economic development incentive in accordance with the Property Redevelopment and Tax Abatement Act, as codified in Chapter 312 of the *Texas Tax Code*, as amended (the “Act”).

It shall be the policy of the City of Corinth to make tax abatement available for both new facilities, and for the expansion or modernization of existing facilities. It shall also be the policy of the City of Corinth that said consideration will only be provided in accordance with the procedures and criteria outlined in this Policy Statement for Tax Abatement (“Policy Statement”). Nothing herein shall imply, nor suggest that the City of Corinth is under any obligation or duty to grant tax abatement to any eligible applicant. The City of Corinth may elect to only grant a tax abatement on the increment in value added to a particular property by a specific development proposal meeting the economic development objectives and goals of the City.

83 All applicants shall be considered on a case-by-case basis, and the decision to approve or deny tax  
84 abatement shall be at the sole discretion of the City Council. Tax abatement agreements are made with the  
85 owners of real property (and/or lessees if required) to exempt from taxation all or a portion of the value of  
86 the real property, business personal property or both. The duration of a tax abatement may be for a period  
87 of time deemed appropriate by the City Council, based on the economic life of the improvements, and  
88 consistent with the provisions of this Policy Statement, but in no case for more than ten (10) years in  
89 accordance with state law. Additionally, the City Council may impose terms and conditions in the tax  
90 abatement agreement to govern the provision of each specific tax abatement. The City Council shall review  
91 and evaluate this Policy Statement every two (2) years to ensure that the economic needs of the City of  
92 Corinth are being met in order to promote a strong and balanced local economy.

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SECTION 2.

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**DEFINITIONS**

96 Wherever used in this Policy Statement, the following terms shall have these meanings ascribed to them:

97 A. AGREEMENT: shall mean a contractual agreement between a property owner and taxing authority  
98 for the purpose of tax abatement.

99 1. In no event shall the duration of a tax abatement term exceed ten (10) years.

100 B. BASE YEAR VALUE: shall mean the taxable value of eligible property at the time of the execution  
101 of the tax abatement agreement, plus the agreed upon value of eligible property made after January  
102 1<sup>st</sup> but before the execution of the tax abatement agreement.

- 103 C. BUSINESS PERSONAL PROPERTY: shall mean tangible personal property other than inventory  
104 and supplies:
- 105 1. that is subject to ad valorem taxation by the City;
  - 106 2. that is located on the property subject to a tax abatement agreement;
  - 107 3. that is owned or leased by the party or parties to the tax abatement agreement; **and**
  - 108 4. that was not located in the City prior to the effective date of the tax abatement agreement.
- 109 D. DEFERRED MAINTENANCE: shall mean any improvements necessary for continued operations,  
110 which do not improve productivity or alter the process technology.
- 111 E. ECONOMIC LIFE: shall mean the number of years a property improvement is expected to be in  
112 service in a facility.
- 113 F. EXPANSION: shall mean the addition of buildings, structures, fixed machinery or equipment for  
114 the purposes of increasing production capacity or revenues.
- 115 G. FACILITY: shall mean property improvements completed, or in the process of construction, which  
116 together comprise an integral whole.
- 117 H. FULL-TIME JOB: shall mean
- 118 1. employment of at least 35 hours per week with full benefits, including at a minimum, health  
119 and disability insurance and retirement plan options;
  - 120 2. employment with an average (mean) hourly wage equal to, or above that calculated by the  
121 United States Bureau of Labor for the Dallas-Fort Worth-Arlington Metropolitan Statistical  
122 Area; and
  - 123 3. does not include seasonal employment.

124 I. INVESTMENT: for the purposes of this Policy Statement, shall be defined as capital expenditures  
125 on property and/or equipment as provided in the Act.

126 J. MODERNIZATION: shall mean the replacement and upgrading of existing facilities that increases  
127 the productive input or output; updates the technology; and/or substantially lowers the unit cost of  
128 operation, thereby extending the economic life of the facility. Modernization may result from the  
129 construction, alteration or installation of buildings, structures, fixed machinery or equipment.

130 1. Modernization shall not be for the purpose of reconditioning, refurbishing, repairing or the  
131 completion of deferred maintenance.

132 K. NEW FACILITY: shall mean any property previously undeveloped which is placed into service by  
133 means other than expansion or modernization.

134 L. REINVESTMENT ZONE: shall mean any area designated as such for the purpose of tax abatement  
135 as authorized by the Act.

136 M. TAX ABATEMENT: shall mean the full, or the partial exemption of ad valorem taxes for eligible  
137 properties in a reinvestment zone designated as such for economic development purposes.

138 1. Tax abatement may be granted for the real property improvements and/or business personal  
139 property.

140 N. VALUE: wherever used in this Policy Statement, shall mean value as determined by an appraisal  
141 prepared by the Denton County Appraisal District, unless otherwise specified.

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143 SECTION 3.

144 **MINIMUM STANDARDS FOR TAX ABATEMENT**

- 145 To be considered for tax abatement, the proposed project must be located within a designated reinvestment  
146 zone and meet Paragraphs A and B, and one or more of the following criteria as provided in below:
- 147 A. The proposed project involves a minimum capital investment of Two Hundred and Fifty Thousand  
148 Dollars (\$250,000.00) as shown in Section 4; **and**
  - 149 B. The proposed project, pursuant to the Act, is located within a designated reinvestment zone; **and**
  - 150 C. The proposed project makes a substantial contribution to the City’s redevelopment efforts or special  
151 area plans by enhancing functional or visual characteristics (e.g., architecture, landscape, parking,  
152 signage, streetscapes, et cetera); **or**
  - 153 D. The proposed project will have high visibility or image impact, or is of a significantly higher level  
154 of development quality; **or**
  - 155 E. The proposed project will serve as a catalyst or magnet to attract other high quality businesses or  
156 development; **or**
  - 157 F. The proposed project will not solely and primarily have the effect of transferring employment from  
158 one part of the City to another; **or**
  - 159 G. The cost of City services required to serve the proposed project will not exceed the amount of taxes  
160 generated if tax abatement is granted; **or**
  - 161 H. The proposed project is located within in an area which might not otherwise be developed because  
162 of constraints of topography, ownership patterns or site configuration; **or**
  - 163 I. The proposed project stimulates concentrations of employment and/or commercial activity; **or**
  - 164 J. The proposed project will be a benefit to existing business and not compete with existing businesses  
165 to the extent of being a detriment to the local economy as a whole.

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SECTION 4.

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**TAX ABATEMENT AUTHORIZED**

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A. CREATION OF NEW VALUE. A tax abatement may only be granted to the added value of eligible

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property improvements made subsequent to, and specified in a tax abatement agreement between

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the City and the property owner and lessee (if required) subject to any such terms and conditions

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as the City Council may require.

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B. ELIGIBLE FACILITIES. A tax abatement may be granted for new facilities, and for expansion or

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modernization of existing facilities.

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1. The economic life of a facility or improvements shall exceed the life of the tax abatement

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agreement.

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C. LEASED FACILITIES. If a leased facility is granted a tax abatement, the tax abatement agreement

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shall be executed with the lessor and the lessee.

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D. ELIGIBLE PROPERTY. A tax abatement may be applied to improvements to real property **and/or**

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business personal property, excluding inventory and supplies, to the extent allowed by state law.

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E. INELIGIBLE PROPERTY. The following types of property shall generally be fully taxable, and

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ineligible for tax abatement:

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1. deferred maintenance investments;

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2. furnishings and other forms of movable personal property;

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3. housing;

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4. inventory;

- 187 5. land;
- 188 6. supplies;
- 189 7. vehicles;
- 190 8. vessels;
- 191 9. improvements to real property which have an economic life of less than fifteen (15) years;
- 192 10. improvements for the generation or transmission of electrical energy not wholly consumed
- 193 by a new facility or expansion;
- 194 11. any improvements including those to manufacture, store or distribute natural gas, fluids or
- 195 gases, which are not integral to the operation of the facility; **and**
- 196 12. any property owned or used by the State of Texas or any political subdivision of the State
- 197 of Texas.

198 F. MINIMUM CAPITAL INVESTMENT. In order to be considered eligible for a tax abatement, the

199 minimum capital investment for any proposed project shall not be less than Two Hundred and Fifty

200 Thousand Dollars (\$250,000.00).

201 G. TAX ABATEMENT TERM. A tax abatement term shall be granted effective with the January 1<sup>st</sup>

202 valuation date immediately following the date of execution of the tax abatement agreement.

203 H. TAX ABATEMENT VALUE. The subjective criteria outlined in Section 3 of this Policy Statement

204 will be used by the Board of Directors of the Corinth Economic Development Corporation in order

205 to provide the City Council with a recommendation; and will be used by City Council to determine

206 whether a tax abatement is in the best interests of the City. Specific considerations shall include the

207 (i) degree to which a proposed project will further the City's economic development objectives and

208 goals **and** (ii) the relative economic, physical and social impact of the proposed project on the City.  
209 Tax abatement may be granted for new facilities and for the expansion or modernization of existing  
210 facilities per Tables 4-A and 4-B. Once a determination has been made that a tax abatement should  
211 be granted, the eligible property and term of the tax abatement shall be guided by referencing Tables  
212 4-A and 4-B; provided, however, that the aforesaid two tables **are not** controlling. The City Council  
213 shall have full power to determine the eligibility, the percentage and the length of tax abatements  
214 on a **case-by-case basis**, depending on the full circumstances. In addition:

- 215 1. a proposed project may be eligible for a bonus tax abatement of ten (10) percent providing  
216 that the proposed project will create and maintain a minimum of five (5) new full-time  
217 jobs; **and**
- 218 2. the maximum percentage of a tax abatement granted under this Policy Statement shall not  
219 exceed sixty (60) percent, including a bonus tax abatement, except as specifically provided  
220 for in Paragraph I. below.

221 I. **SPECIAL NOTE.** Nothing contained in this Policy Statement shall be construed to limit, or restrict  
222 the City Council in the exercise of its sole and absolute discretion in setting terms for tax abatement,  
223 or the percentage of tax abatement in any particular application for tax abatement. The City Council  
224 may grant a tax abatement if the City Council deems that the tax abatement is in the best interests  
225 of the City because:

- 226 1. it will increase or preserve the City's tax base;
- 227 2. it will finance or improve the City's infrastructure;
- 228 3. it will provide, or help acquire or construct public facilities;

- 229           4.     it will contribute to the redevelopment or renewal of distressed corridors;
- 230           5.     it will contribute to the diversity and quality of the City's business community; **and/or**
- 231           6.     it will provide quality employment opportunities within the City, and enhance the skills of
- 232                 existing employees so as to support their advancement into higher-paying positions.

233 TABLE 4-A.

234 **CONSTRUCTION OF A NEW FACILITY**

<b><u>MINIMUM CAPITAL INVESTMENT</u></b>	<b><u>PERCENTAGE OF ABATED TAXES</u></b>	<b><u>TAX ABATEMENT TERM</u></b>
\$250,000 - \$499,000	25%	1 year
\$500,000 - \$999,999	25%	3 years
\$1,000,000 - \$4,999,999	25%	5 years
\$5,000,000 - \$9,999,999	50%	7 years
\$10,000,000 or greater	50%	10 years

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237 TABLE 4-B.

238 **EXPANSION OR MODERNIZATION OF AN EXISTING FACILITY**

<b><u>MINIMUM CAPITAL INVESTMENT</u></b>	<b><u>PERCENTAGE OF ABATED TAXES</u></b>	<b><u>TAX ABATEMENT TERM</u></b>
\$250,000 - \$499,000	25%	3 years
\$500,000 - \$999,999	50%	3 years
\$1,000,000 - \$4,999,999	50%	5 years
\$5,000,000 - \$9,999,999	50%	7 years
\$10,000,000 or greater	50%	10 years

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SECTION 5.

**PROCEDURAL GUIDELINES**

Any individual or corporation desiring for the City to consider granting tax abatement to encourage location or expansion or modernization of operations within Corinth shall be required to comply with the following procedural guidelines:

A. PRELIMINARY APPLICATION STEPS.

1. the applicant shall complete the “Application for Tax Abatement Form” (said application form shall require such financial information and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant);
2. the applicant shall address all of the criteria outlined in Section 3 in letter format; and
3. the applicant shall prepare a plat or survey showing the precise location of the property and all of the roadways within five hundred (500) feet of the site;
4. the applicant shall prepare a time schedule for undertaking and completing all the planned improvements;
5. the applicant shall provide a tax certificate verifying that there are no past due taxes on the applicant’s property located within the proposed reinvestment zone;
6. the applicant shall provide a study of feasibility, prepared by a certified public accountant, that shall include, but certainly shall not be limited to, (i) an estimate of the economic effect of the abatement of taxes and (ii) the benefit to the City and the property to be covered by such tax abatement;
7. if metes and bounds describe the property, a complete a legal description shall be provided;

- 261 8. in the case of an expansion or a modernization, the applicant shall also include a statement  
262 of the facility's current property value, stated separately for the real property and business  
263 personal property; **and**
- 264 9. the applicant shall complete all of the forms and information detailed in items 1 through 8  
265 above, and shall submit them along with a non-refundable filing fee in the amount of One  
266 Thousand Dollars (\$1,000.00) for new businesses; and in the amount of Two Hundred and  
267 Fifty Dollars (\$250.00) for existing businesses, for associated administrative costs to the  
268 Executive Director of the Corinth Economic Development Corporation.

269 B. APPLICATION REVIEW STEPS.

- 270 1. the Executive Director of the Corinth Economic Development Corporation shall review all  
271 the information in the application package detailed in Paragraph A. above for completeness  
272 and accuracy within ten (10) working days (additional information may also be requested  
273 as needed);
- 274 2. the application package shall be distributed to the appropriate City departments for internal  
275 review and comments; **and**
- 276 3. the copies of the complete application package along with staff comments shall be provided  
277 to the Board of Directors of the Corinth Economic Development Corporation.

278 C. CONSIDERATION OF THE APPLICATION.

- 279 1. the Board of Directors of the Corinth Economic Development Corporation will then review  
280 and consider the application package along with all relevant materials at a regular or special

281 session and provide a recommendation to the City Council (additional information may be  
282 requested as needed); **and**

283 2. the recommendation, with all relevant materials, from the Board of Directors of the Corinth  
284 Economic Development Corporation will be forwarded to the City Council for their review  
285 and consideration at a regular or special session.

286 D. PUBLIC HEARING AND APPROVAL.

287 1. no later than the seventh day before the date of the public hearing, the City shall give and  
288 publish notice of the public hearing in accordance with the Act;

289 2. the City Council may hold the public hearing and determine whether the proposed project  
290 is feasible and practical and would be of benefit to the land included in the reinvestment  
291 zone and to the municipality after the expiration of a tax abatement agreement;

292 3. the City Council may consider adopting an ordinance designating the area described in the  
293 legal description of the proposed project as a commercial or industrial reinvestment zone;

294 4. the City Council may consider adopting a resolution approving a tax abatement agreement  
295 between the City and the applicant governing the provision of the tax abatement within the  
296 reinvestment zone;

297 5. no later than the seventh day before the date on which the City enters into a tax abatement  
298 agreement, the City shall deliver written notice in accordance with the Act, to the presiding  
299 officer of the governing body of each of the other taxing authorities in which the property  
300 subject to the tax abatement agreement is located; **and**

301 6. the governing bodies of the appropriate taxing authorities may consider the ratification of,  
302 and participation in the tax abatement agreement between the City and the applicant.

303 E. Information provided by applicants in the application package may be subject to release to the  
304 public pursuant to the Texas Public Information Act as codified in Chapter 552 of the *Texas*  
305 *Government Code*. However, certain information provided to the City in connection with an  
306 application under these Policies and Procedures may be confidential and not subject to public  
307 disclosure until the incentives agreement is executed. The City will respond to requests for  
308 disclosure as required by law, and will assert exceptions to disclosure as it deems relevant. The  
309 City will make reasonable attempts to notify applicants of the request so it may assert its own  
310 objections to the Attorney General.

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SECTION 6.

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**MODIFICATION OF TAX ABATEMENT AGREEMENTS**

314 Any requests by the applicant to modify the terms and conditions of a tax abatement agreement subsequent  
315 to City Council action shall be accompanied by the payment of a non-refundable, modification processing  
316 fee in the amount of Five Hundred Dollars (\$500.00) for associated administrative costs.

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SECTION 7.

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**TAX ABATEMENT AGREEMENT**

320 A. A tax abatement agreement with the owner of the facility, and the lessee (if required), shall include,  
321 but shall not be limited to:

- 322 1. a general description of the project;
- 323 2. a legal description of the property;
- 324 3. the amount of the tax abatement and the percent of value to be abated each year;
- 325 4. the duration of the tax abatement;
- 326 5. the type, number, location and timetable of the planned improvements;
- 327 6. the proposed use of the facility and nature of construction;
- 328 7. any specific terms and conditions to be met by the applicant;
- 329 8. all the contractual obligations in the event of default, delinquent taxes, recapture, violation  
330 of terms and conditions and administration and assignment;
- 331 9. a provision that the tax abatement agreement shall include a "buy local" provision in which  
332 the recipient of tax abatement shall agree to give preference and priority to local suppliers,  
333 manufacturers and labor and contractors, except in situations where not reasonably possible  
334 to do so without accruing additional expenses, substantial inconvenience **and/or** sacrifice  
335 in operating efficiency (for the purpose of this provision, local shall be construed to be the  
336 City of Corinth);
- 337 10. a provision that allows for assignment of the tax abatement agreement with the prior written  
338 approval of the City Council (adoption by resolution) provided that: (i) all duties, liabilities,  
339 obligations and rights under the tax abatement agreement are assigned from the assignor to  
340 the assignee and (ii) the assignment document is in a form and contains content acceptable  
341 to the City Attorney; **and**

342 11. a provision that stipulates that the employees and/or designated representatives of the City  
343 shall have access to all of the improvements during the term of the tax abatement to inspect  
344 the facilities and improvements to determine whether the terms and conditions of the tax  
345 abatement agreement are being met (all such inspections shall be conducted in a manner as  
346 to not unreasonably interfere with the construction and/or operation of the facility, and all  
347 such inspections shall be made with one or more representatives of the property owner in  
348 accordance with his/her/its safety standards).

349 B. The City Council shall have full power to impose any other terms and conditions in a tax abatement  
350 agreement that the City Council deems necessary to promote the purpose of this Policy Statement.

351 C. The governing body of Denton County and other authorized taxing jurisdictions may also consider  
352 participation in the tax abatement agreement between the City and the applicant.

353

354 SECTION 8.

355 **DENIAL OF TAX ABATEMENT**

356 Neither a reinvestment zone nor a tax abatement agreement shall be authorized if it is determined:

357 A. That there would be a substantial adverse impact on the provision of municipal service or to the tax  
358 base;

359 B. That any construction has commenced with regard to a proposed project prior to the execution of a  
360 City Council authorized tax abatement agreement;

361 C. That the planned or potential use of the property would constitute a hazard to public safety, morals  
362 or health;

- 363 D. That the applicant has insufficient financial capacity;
- 364 E. That violation of other codes, ordinances or regulations exists; **and/or**
- 365 F. For any other reason deemed appropriate by the City Council.

366

367

SECTION 9.

368

**TAXABILITY**

369 From the execution of the tax abatement agreement until the end of the tax abatement period, taxes shall be  
370 payable as follows:

- 371 A. The value of ineligible property provided in Section 3 above shall be fully taxable;
- 372 B. The base year value of existing eligible property shall be fully taxable;
- 373 C. The added value of new eligible property shall be taxed in the manner, and for the period provided  
374 for in the tax abatement agreement; **and**
- 375 D. The added value of new eligible property shall be fully taxable at the end of the tax abatement term.

376

377

SECTION 10.

378

**RECAPTURE**

379 Should a project granted tax abatement cease to operate for any reason, except for a temporary basis due to  
380 fire, explosion, or other accident, casualty or natural disaster; **or** should any terms and conditions of the tax  
381 abatement agreement not be satisfied, including projected added value or the creation and retention of the  
382 number of new full-time jobs; **or** should the ad valorem taxes on any property owed to the City become  
383 delinquent, then in any such event, then the tax abatement agreement may be subject to termination, if the

384 owner fails to cure the default after the City has sent written notice of said default. If the default is not cured  
385 in a timely fashion, then all the abated taxes shall be recaptured with accrued interest to the extent allowed  
386 by state law, and paid to the City in accordance with the following schedule:

387 A. Taxes abated during the calendar year in which the termination occurs shall be payable to the City  
388 by January 31<sup>st</sup> of the following year; **or**

389 B. Taxes abated for years prior to the year of termination shall be payable to the City within one  
390 hundred and eighty (180) calendar days from the date of termination; **and**

391 C. City Council, at their absolute and sole discretion only, may elect to extend either deadline for the  
392 repayment of abated taxes. Furthermore, the City Council may also elect at their absolute and sole  
393 discretion only, to provide a formula for recapturing abated taxes.

394

395

SECTION 11.

396

**ADMINISTRATION**

397 A. The owner of property subject to tax abatement shall certify annually to the Executive Director of  
398 the Corinth Economic Development Corporation by January 31<sup>st</sup> that said owner is compliant with  
399 each applicable term and condition of the tax abatement agreement. At a minimum, the certification  
400 shall include a statement that (i) the property improvements have been completed and (ii) the initial  
401 value of the property meets the requirement of the tax abatement agreement. Additionally, each tax  
402 abatement agreement shall define any further applicable terms subject to certification.

403 B. The City shall have the right of entry to verify the annual certification. The individual or corporation  
404 for which the tax abatement was issued shall provide access to records, files and other information

405 for such an inspection during normal business hours. Failure to allow the City entry will forfeit the  
406 tax abatement agreement, and cause repayment of all abated taxes and accrued interest to become  
407 due. If the City requests, the individual or corporation shall, at their own cost, audit the equipment  
408 or approved replacement equipment to assure the City that the equipment is still in good working  
409 order and that all equipment originally made part of the tax abatement is in good working condition.

410

411

SECTION 12.

412

**SUNSET PROVISION**

413 This Policy Statement shall be effective upon the date of its adoption, and shall remain in full force for two  
414 (2) years, at which time its provisions shall be evaluated and reviewed by City Council to determine whether  
415 the City's economic development objectives have been achieved. Based on that evaluation and review, this  
416 Policy Statement will be modified, renewed or eliminated. Provided, however, that nothing set forth herein  
417 shall affect the terms and conditions of tax abatement agreements that are entered into before, or during the  
418 applicable term of this Policy Statement.

419

420

SECTION 13.

421

**RESERVATION OF RIGHTS**

422 Nothing in this Policy Statement shall limit the authority of the City to examine each application for tax  
423 abatement before it on a **case-by-case basis** and to determine in its sole and absolute discretion whether or  
424 not a proposed project should be granted a tax abatement; **and** whether or not it complies with this Policy

425 Statement; **and** whether or not the proposed abatement of taxes will inure to the long-term benefit of such  
426 taxing authority.

427

428 SECTION 14.

429 **SEVERABILITY**

430 Should any section, subsection, paragraph, sentence, phrase or word in this Policy Statement is held to be  
431 invalid, illegal or unconstitutional by a court of competent jurisdiction, the balance of this Policy Statement  
432 shall stand and shall remain enforceable.

# **THE PROPOSED TAX ABATEMENT POLICY**

DECEMBER 1, 2016

# PRESENTATION AGENDA

- A brief review of the existing tax abatement policy
- An overview of the proposed policy statement for tax abatement
- Key takeaways



# A BRIEF REVIEW

THE EXISTING TAX ABATEMENT POLICY

# THE ACT

## PURPOSE OF CHAPTER 312

- Chapter 312 of the *Texas Tax Code*, the Property Redevelopment and Tax Abatement Act (“the Act”), allows cities, counties and special districts to exempt all or a portion of the increase in the value of real and/or tangible personal property to contribute to the expansion of primary employment or to attract major investment

# THE ACT

## LIMITATIONS OF CHAPTER 312

- Tax abatement benefits may only be extended to property in reinvestment zones
- Tax abatement periods cannot exceed 10 years
- Tax abatement policies must be renewed every 2 years
- The Act is set to expire on September 1, 2019, unless it is continued in effect
  - *The Act was last continued in effect in September 2009 [1]*

[1] Source: The Texas Municipal League Economic Development Handbook, 2015<sup>35</sup>

# **EXISTING TAX ABATEMENT POLICY**

## **ORGANIZATION AND ELIGIBILITY**

- As adopted, the existing incentives policy blends tax abatement benefits that may be extended to property under the Act, with other economic incentives pursuant to the provisions of Chapters 380, 501 and 505 of the *Texas Local Government Code*
- Projects must be eligible facilities and must meet minimum economic qualifications

# **EXISTING TAX ABATEMENT POLICY**

## **ELIGIBLE FACILITIES**

Under the existing incentives policy, only the following facilities are eligible for tax abatement:

- Manufacturing
- Regional Distribution Center
- Regional Entertainment
- Regional Service
- Research
- Retail
- Tourism
- Other Basic Industry <sup>[2]</sup>

<sup>[2]</sup> Other Basic Industry means buildings or structures including fixed machinery and equipment not elsewhere described in the Policy.

# EXISTING INCENTIVES POLICY

## ECONOMIC QUALIFICATION

\$350K

- Minimum capital investment for expanding or modernizing facilities

\$750K

- Minimum capital investment for entertainment, retail and tourism facilities

\$2 Million

- Minimum capital investment for all other eligible facilities



# PROPOSED

POLICY STATEMENT FOR TAX ABATEMENT

# PREFACE

- As the second half of a rewrite of the City's Tax Abatement and Incentives Policy, the proposed Policy Statement for Tax Abatement is purposefully crafted to distinguish tax abatement benefits that may be offered pursuant to the Act from other economic development incentives, and its organization and focus is guided by 4 goals

# POLICY GOALS

- To fine-tune the process for negotiating and considering tax abatement agreements
- To increase the number of projects eligible to receive tax abatement benefits
- To lower the economic qualification for projects eligible to receive tax abatement
- To satisfy the economic needs of Corinth, but not at the expense of its fiscal health

# MINIMUM STANDARDS

## SECTION 3 (LINES 143 – 165)

- The project must involve a minimum capital investment of \$250K
- The project must be located within a designated reinvestment zone
- The project should meet the City's economic goals and serve as a catalyst for other projects
- The project should benefit existing businesses and not be detrimental to the local economy

# **TAX ABATEMENT AUTHORIZED**

## **SECTION 4 (LINES 167 – 197)**

- A tax abatement may only be granted to the increase in value of eligible property
- A tax abatement may be granted to any new, modernizing or expanding facility
- A tax abatement shall not be extended to ineligible property (e.g., housing, inventory, land, supplies, real property improvements with an economic life less than 15 years)

# **TAX ABATEMENT AUTHORIZED**

## **SECTION 4 (LINES 198 – 232)**

- A tax abatement term shall be granted effective with the January 1<sup>st</sup> valuation date immediately following the date of execution of a tax abatement agreement
- As proposed, a tax abatement cannot exceed 60 percent, however City Council is not limited or restricted in setting tax abatement terms and percent

# **NEW CONSTRUCTION**

## **SECTION 4 (LINES 233 – 235, TABLE 4-A)**

### **NEW FACILITIES**

<b><u>Minimum Capital Investment</u></b>	<b><u>Percentage of Abated Taxes</u></b>	<b><u>Tax Abatement Term</u></b>
\$250,000 - \$499,000	25% [3]	1 year
\$500,000 - \$999,999	25% [3]	3 years
\$1,000,000 - \$4,999,999	25% [3]	5 years
\$5,000,000 - \$9,999,999	50% [3]	7 years
\$10,000,000 or greater	50% [3]	10 years

[3] A bonus tax abatement of ten (10) percent may be granted for creating<sup>45</sup> and retaining five (5) or more full-time jobs.

# EXPANSION AND MODERNIZATION

## SECTION 4 (LINES 237 – 239, TABLE 4-B)

### EXPANDING AND MODERNIZING FACILITIES

<u>Minimum Capital Investment</u>	<u>Percentage of Abated Taxes</u>	<u>Tax Abatement Term</u>
\$250,000 - \$499,000	25% [3]	3 years
\$500,000 - \$999,999	50% [3]	3 years
\$1,000,000 - \$4,999,999	50% [3]	5 years
\$5,000,000 - \$9,999,999	50% [3]	7 years
\$10,000,000 or greater	50% [3]	10 years

[3] A bonus tax abatement of ten (10) percent may be granted for creating<sup>46</sup> and retaining five (5) or more full-time jobs.

# **PROCEDURAL GUIDELINES**

## **SECTION 5 (LINES 240 – 310)**

Applicant submits application to the Corinth Economic Development Corporation



Executive Director reviews for accuracy; and consults with other appropriate City Departments



Board of Directors reviews application and relevant materials; makes recommendation to City Council



City Council may elect to conduct a public hearing to approve a tax abatement agreement with the applicant

# FILING FEES

## SECTIONS 5,6 (LINES 264 – 268; 312 – 316)

\$1000.00

- Tax abatement requests for new businesses [3]

\$250.00

- Tax abatement requests for existing businesses [3]

\$500.00

- Requests to modify a tax abatement agreement [3]

[3] Pursuant to Section 312.002(e) of the Act, associated fee cannot exceed \$1000.00

# **TAX ABATEMENT AGREEMENT**

## **SECTION 7 (LINES 318 – 352)**

- This section provides a list of terms and conditions that must be included in each tax abatement agreement (e.g., project description, project location, tax abatement period, tax abatement percentage, buy local provision, assignment and inspections)
- Includes language that City Council may impose other terms and conditions

# **DENIAL OF TAX ABATEMENT**

## **SECTION 8 (LINES 354 – 365)**

Neither a reinvestment zone nor tax abatement agreement shall be authorized if:

- Adversely impact city services / tax base
- Construction commenced
- Hazard to the welfare of the public
- Applicant has insufficient financial capacity
- Violation of codes, ordinances, regulations
- For any other reason (City Council)

# **TAXABILITY**

## **SECTION 9 (LINES 367 – 375)**

- The value of ineligible property shall be fully taxable
- The base year value of existing eligible property shall be fully taxable
- The added value of new eligible property shall be taxed as provided in the tax abatement agreement
- The added value of new eligible property shall be fully taxable at the end of the tax abatement term

# RECAPTURE

## SECTION 10 (LINES 377 – 393)

- In the event a default cannot be cured, then abated taxes shall be repaid as follows:
  - *Taxes abated during the same calendar year as termination – January 31<sup>st</sup> of the following year*
  - *Taxes abated for years prior to year of termination – within 180 calendar days from termination*
  - *City Council, at their sole and absolute discretion only, may elect to extend either deadline, and may also provide a formula for recapturing abated taxes*

# **RESERVATION OF RIGHTS**

## **SECTION 13 (LINES 420 – 426)**

- Examining the merits of each application for tax abatement on a case-by-case basis
- Determining whether a proposed project should be granted tax abatement
- Determining whether the proposed tax abatement will benefit Corinth



# KEY TAKEAWAYS

IMPORTANT POINTS TO REMEMBER

# KEY TAKEAWAY NO. 1

- The proposed Policy Statement for Tax Abatement is a rewrite of the existing Tax Abatement and Incentives Policy -- and is crafted to fine-tune the process for negotiating and considering tax abatement benefits; to increase the number of eligible projects; to reduce economic qualification; and to safeguard Corinth's fiscal health short- and long-term

# KEY TAKEAWAY NO. 2

- The maximum tax abatement benefit proposed is 60 percent, including a 10 percent bonus for creating and maintaining a minimum of 5 full-time jobs; however, the City Council in its absolute and sole discretion, may offer a tax abatement benefit that exceeds the maximum if it is in the best interest of the City

# KEY TAKEAWAY NO. 3

- Filing fees are proposed for processing tax abatement requests due the public hearing and approval process as required by the Act:
  - *New businesses - \$1000.00*
  - *Existing businesses - \$250.00*
  - *Modification to a tax abatement agreement - \$500.00*

# **KEY TAKEAWAY NO. 4**

- While affirming City Council as the absolute and sole authority for approving or denying tax abatement benefits, the proposed Policy Statement for Tax Abatement also expands the powers that may be exercised by City Council to ensure Corinth's economic needs are met in an efficient, effective and fiscally responsible manner

# **THE PROPOSED TAX ABATEMENT POLICY**

DECEMBER 1, 2016

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016  
**Title:** Capital Improvement Program Budget Adjustment  
**Submitted For:** Lee Ann Bunselmeyer, Acting City Manager  
**Submitted By:** Chris Rodriguez, Financial Services Manager  
**Finance Review:** Yes **Legal Review:** N/A  
**Approval:** Lee Ann Bunselmeyer, Acting City Manager

**AGENDA ITEM**

Consider and act on approval of project budget adjustments for the Capital Improvement Program (CIP).

**AGENDA ITEM SUMMARY/BACKGROUND**

It is expected and routine with any capital project to encounter the need to adjust the funding levels between project accounts. This becomes necessary due to the preliminary nature of the Engineer's estimate and the reality of actually constructing the project. Listed below are necessary adjustments to finalize the accounting for completed projects and to reallocate funds to various projects in progress.

**2007 CERTIFICATES OF OBLIGATION:**

The bonds were issued in August 2007 for 1) constructing and improving streets and roads 2) constructing, installing improvements to the City's waterworks and sanitary sewer system, 3) computers and technology equipment and upgrades for the City's information technology and communication system 4) acquiring and installing security and fire suppression systems for City buildings 5) legal, fiscal and engineering fees in connection with such projects, and 6) to pay costs associated with the issuance of bonds.

The Lake Sharon Drive extension is the last remaining budgeted project for the 2007 Certificates of Obligation. Due to savings in the Pinnell Point Drainage, Shady Rest project, unallocated interest and the issuance costs the remaining amount of \$130,450 will be allocated to the Lake Sharon Drive extension.

Project Name	Fund	Project Budget	Budget Adjustment	Revised Project Budget	Total Obligations	Available Budget
Pinnell Point Drainage	802	\$313,423	(\$65,000)	\$248,423	\$248,423	\$0
Lake Sharon Extension	703	\$129,464	\$130,450	\$259,914	\$129,464	\$130,450
Shady Rest Lane	802	\$260,840	(\$9,453)	\$251,387	\$251,387	\$0
Shady Rest Lane	703	\$1,272,264	\$4,952	\$1,277,216	\$1,277,216	\$0
Issuance Costs	703,704, 800,801 802	\$136,897	(\$60,702)	\$76,195	\$76,195	\$0
Unallocated Interest / Proceeds	703,704, 800,801 802	\$247	(\$247)	\$0	\$0	\$0
<b>Total</b>		<b>\$2,113,135</b>	<b>\$0</b>	<b>\$2,113,135</b>	<b>\$1,982,685</b>	<b>\$130,450</b>

**GENERAL CAPITAL IMPROVEMENT FUND:**

The General Capital project fund was created in 2012 to limit or eliminate the issuance of debt by funding capital expenditures with current revenues and the use of fund balance, for streets, parks, facilities and communication equipment. In FY 2014-2015 funds were budgeted for I-35 Aesthetics. Of the funds that were set aside for this project, only \$143,153 has allocated for this project. The budget adjustment below reallocates a total of \$318,104 from project savings to the Lake Sharon Drive extension.

Project Name	Fund	Project	Budget	Revised Project	Total	Available
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		Budget	Adjustment	Budget	Obligations	Budget
I-35 Aesthetics	193	\$425,000	(\$281,847)	\$143,153	\$143,153	\$0
Unallocated Interest	193	\$36,257	(\$36,257)	\$0	\$0	\$0
Lake Sharon Extension	706	\$2,500,000	\$318,104	\$2,818,104	\$0	\$2,818,104
Total		\$2,961,257	\$0	\$2,961,257	\$143,153	\$2,818,104

**RECOMMENDATION**

Staff recommends approval of the budget adjustment to the capital project funds.

---

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016  
**Title:** Budget Amendment for Lake Sharon Drive Extension  
**Submitted For:** Jason Alexander, Director  
**Submitted By:** Chris Rodriguez, Financial Services Manager  
**Finance Review:** Yes **Legal Review:** N/A  
**Approval:** Lee Ann Bunselmeyer, Acting City Manager

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**AGENDA ITEM**

Consider and act on an Ordinance of the City of Corinth, Texas approving an amendment to the FY 2016-17 City of Corinth Budget and Annual Program of Services for the Economic Development Corporation to provide funding for the Lake Sharon Drive extension.

**AGENDA ITEM SUMMARY/BACKGROUND**

The current FY 2016-17 City of Corinth Annual Program of Services adopted on September 15, 2016 includes total expenditures of \$692,404 for the Economic Development Corporation. The Economic Development Corporation would like to provide funding of \$175,000 to assist in the Lake Sharon Drive extension.

The current estimated available fund balance for the Economic Development Corporation is \$3,093,084.

This budget amendment was presented to the EDC Board at their meeting on November 3rd and was approved by the Board.

**RECOMMENDATION**

Staff recommends the City Council approve the budget amendment and provide funding for the Lake Sharon Drive extension.

---

**Fiscal Impact**

**Source of Funding:** EDC Fund Balance

**FINANCIAL SUMMARY:**

There is sufficient funding available from the EDC Fund balance.

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**Attachments**

EDC Budget Amendment

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**ORDINANCE NO. 16-12-01-\_\_\_**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 16-09-15-32 REGARDING THE FISCAL YEAR 2016-2017 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS FOR THE LAKE SHARON DRIVE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2016, and ending September 30, 2017 by Ordinance No. 16-09-15-32; and

**WHEREAS**, the current adopted budget for fiscal year 2016-2017 does not have adequate funding to pay \$175,000 for the Lake Sharon Drive extension; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$175,000 for the Lake Sharon Drive extension; and

**WHEREAS**, the Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:**

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 16-09-15-32, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, shall be amended as follows:

**One hundred, seventy five thousand dollars (\$175,000)** shall be appropriated into the Expenditures Line Items for the 2016 Certificates of Obligation Lake Sharon Drive Extension Project from the unappropriated Fund Balance of the Economic Development Fund.

Ordinance No. 16-12-01-\_\_\_

**SECTION III**

The City of Corinth Budget and Annual Program of Services is hereby amended to appropriate the sum of **\$175,000** from the unappropriated Fund balance of the Economic Development Fund for the Lake Sharon Drive extension. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

**SECTION IV**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 16-09-15-32.

**SECTION V**

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

**SECTION VI**

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS THE 1st DAY OF DECEMBER 2016.**

**SEAL**

\_\_\_\_\_  
**Bill Heidemann, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kimberly Pence, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Wm. Andrew Messer, City Attorney**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016  
**Title:** Lake Sharon Drive Extension Budget Amendment  
**Submitted For:** Lee Ann Bunselmeyer, Acting City Manager  
**Submitted By:** Chris Rodriguez, Financial Services Manager  
**Finance Review:** Yes **Legal Review:** N/A  
**Approval:** Lee Ann Bunselmeyer, Acting City Manager

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**AGENDA ITEM**

Consider and act on an Ordinance of the City of Corinth, Texas approving an amendment to the Fiscal Year 2016-2017 City of Corinth Budget and Annual Program of Services to provide for the expenditure of funds from the Tree Mitigation Fund, the Roadway Impact Fee Fund, and the Storm Drainage Fund for the Lake Sharon Drive extension project.

**AGENDA ITEM SUMMARY/BACKGROUND**

The current FY 2016-2017 City of Corinth Annual Program of Services adopted on September 15, 2016 includes total expenditures of \$15,000 for the Tree Mitigation Fund, \$32,833 for the Roadway Impact Fee Fund, and \$627,398 for the Storm Drainage Fund.

Staff is recommending that additional funding for the Lake Sharon Drive extension be appropriated from these three funds. Current funding for the Lake Sharon Drive Extension project is \$5,468,335 and additional funding is needed for this project. The proposed budget amendment would allocate \$105,000 from the Tree Mitigation Fund, \$225,000 from the Roadway Impact Fee Fund, and \$48,168 from the Storm Drainage Fund.

The current available fund balance for the Tree Mitigation Fund is \$160,592, the fund balance for the Roadway Impact Fee Fund is \$266,129, and the Storm Drainage Fund is \$660,095.

**RECOMMENDATION**

Staff recommends the City Council approve the budget amendment and provide for the expenditure of funds from the Tree Mitigation Fund, the Roadway Impact Fee Fund and the Storm Drainage Fund for the Lake Sharon Drive extension project.

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**Attachments**

Budget Amendment

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**ORDINANCE NO. 16-12-01-\_\_\_**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 16-09-15-32 REGARDING THE FISCAL YEAR 2016-2017 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR THE LAKE SHARON DRIVE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2016, and ending September 30, 2017 by Ordinance No. 16-09-15-32; and

**WHEREAS**, the current adopted budget for fiscal year 2016-2017 does not have adequate funding to pay \$378,168 for the Lake Sharon Drive extension; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay \$378,168 for the Lake Sharon Drive extension; and

**WHEREAS**, the Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:**

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 16-09-15-32, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017 shall be amended as follows:

**One hundred and five thousand dollars (\$105,000);** shall be appropriated into the Expenditure Line Items for the Tree Mitigation Fee Fund budget from the unappropriated Fund Balance of the Tree Mitigation Fund to be transferred to the 2016 CO Bond Fund budget.

**Two hundred and twenty-five thousand dollars (\$225,000);** shall be appropriated into the Expenditure Line Items for the Roadway Impact Fee Fund budget from the unappropriated Fund Balance of the Roadway Impact Fee Fund to be transferred to the 2016 CO Bond Fund budget..

Ordinance No. 16-12-01\_\_\_\_

**Forty-eight thousand, one hundred and sixty-eight dollars (\$48,168);** shall be appropriated into the Expenditure Line Items for the Storm Drainage Fund budget from the unappropriated Fund Balance of the Storm Drainage Fund to be transferred to the 2016 CO Bond Fund budget.

**SECTION III**

The City of Corinth Budget and Annual Program of Services is hereby amended to appropriate the sum of **\$105,000** from the unappropriated Fund balance of the Tree Mitigation Fund, **\$225,000** from the unappropriated Fund balance of the Roadway Impact Fee Fund, and **\$48,168** from the unappropriated Fund balance of the Storm Drainage Fund for the Lake Sharon Drive extension. Further, the City Council affirms its approval of the expenditure of funds for the afore-mentioned purposes.

**SECTION IV**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 16-09-15-32.

**SECTION V**

Pursuant to Section 102.009 of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

**SECTION VI**

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS THE 1st DAY OF DECEMBER 2016.**

**SEAL**

\_\_\_\_\_  
**Bill Heidemann, Mayor**

**ATTEST:**

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**Kimberly Pence, City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Wm. Andrew Messer, City Attorney**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Advanced Funding Agreement - IH35E and Corinth Parkway Intersection

**Submitted For:** Mike Brownlee, City Engineer

**Submitted By:** Mike Brownlee, City Engineer

**Finance Review:** N/A

**Legal Review:** N/A

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

**AGENDA ITEM**

Consider and act on approval of an Advance Funding Agreement For Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On System in the amount of \$143,153.00 with the Texas Department of Transportation.

**AGENDA ITEM SUMMARY/BACKGROUND**

This agreement between the State of Texas and the City of Corinth provides a mechanism for the City of Corinth to fund the aesthetic enhancements to the intersection of Corinth Parkway and IH35E as part of TxDOT's contract for construction of improvements to the state highway system. The enhancements at the IH35E intersection include decorative pavers that echo the pattern and colors of the intersection enhancements at Corinth Parkway and Lake Sharon Drive (see Exhibit "B").

The total cost to the city is a fixed cost in the amount of \$143,153.00 (Attachment "A"). Exhibits "A", "B" and "C" are included to as backup information (from AGL) and were used to determine pricing for the improvements. Funds have been set aside by the city for the improvements, and construction has been completed, but the Advance Funding Agreement (AFA) was just recently drafted and sent by TxDOT to the city for partial execution. Payment will be due once all parties have executed the agreement.

Since the city's cost is fixed, the state was responsible for any cost overruns resulting from construction of the improvements. However, the city will be responsible for maintenance of the improvements in the event that repairs are needed for the aesthetically treated pavement at the intersection. Any repairs would be need to be approved by TxDOT prior to construction and the work performed in accordance with TxDOT standards. TxDOT will continue to have full access and control operation of the roadway once the agreement is executed.

**RECOMMENDATION**

Staff recommends approval of the Advance Funding Agreement For Voluntary Local Government Contributions to Transportation Improvement Projects With No Required Match On System in the amount of \$143,153.00 for aesthetically treated pavement at the intersections of Corinth Parkway and the northbound and southbound frontage roads of IH35E.

**Fiscal Impact**

**Source of Funding:** Fund 193

**FINANCIAL SUMMARY:**

The funding for the improvements was set aside in Fund 193 in an amount in excess of the funds required to be paid when the Advance Funding Agreement is executed.

**Attachments**

Advanced Funding Agreement  
Exhibit "A"

Exhibit "B"

Exhibit "C"

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CSJ #: 0196-01-056  
District #: 18-Dallas  
Code Chart 64 #: 09770  
Project: IH 35E  
Limits: From FM 2181 South in Corinth to LP 288  
County: Denton

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH  
ON SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Corinth, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, the Texas Transportation Code Chapter 223 authorizes design-build contracts with private entities for the design, construction, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a highway project; and

**WHEREAS**, the Texas Transportation Commission (the Commission) passed Minute Order Number 113398 dated December 13, 2012 designates the IH 35E Managed Lanes Project in Denton County as a design-build project; and

**WHEREAS**, Texas Transportation Commission Minute Order Numbers 112844 and 113074 authorize the State to undertake and complete a highway improvement generally described as the reconstruction of a 4-lane roadway facility to a 6-8 mainlane facility, the construction of 2 concurrent managed high occupancy vehicle (HOV) lanes, and 2-3 lane frontage road on each side on IH 35E from US 77 South of Denton to IH 35W in Denton County.

**WHEREAS**, the Texas Transportation Commission passed Minute Order Numbers 113250 and 113526, authorizing the State to undertake and complete a highway improvement generally described as the reconstruction of a 4-lane roadway facility to a 6-8 mainlane facility, the construction of 2 concurrent managed high occupancy vehicle (HOV) lanes, and 2-3 lane frontage road on each side on IH 35E from FM 2181 South in the City of Corinth to LP 288 in Denton County; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the construction of aesthetically treated pavement at the intersections of Corinth Parkway and the

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northbound and southbound frontage roads on IH 35E from FM 2181 South in Corinth to LP 288 in Denton County, called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

## **AGREEMENT**

### **1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

### **2. Project Funding and Work Responsibilities**

- A.** The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B.** At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

### **3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

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**4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

**5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

**8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Costs**

Increased cost will be under the conditions as provided in Attachment A, Payment Provision and Work Responsibilities of this agreement.

**10. Maintenance**

Project maintenance will be under the conditions as provided in Attachment A, Payment Provision and Work Responsibilities of this agreement.

**11. Termination**

**A.** This agreement may be terminated in the following manner:

1. By mutual written agreement and consent of both parties;

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2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
3. By the State if it determines that the performance of the Project is not in the best interest of the State.

- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. Not Applicable to this Agreement.

**12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
City Manager City of Corinth 3300 Corinth Parkway Corinth, Texas 76208	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**13. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**15. Amendments**

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

**16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this

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contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT – CITY OF CORINTH**

By: \_\_\_\_\_  
Lee Ann Bunselmeyer  
Acting City Manager

Date: \_\_\_\_\_

**THE STATE OF TEXAS**

By: \_\_\_\_\_  
James K. Selman, P.E.  
Dallas District Engineer  
Texas Department of Transportation

Date: \_\_\_\_\_

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**Attachment A  
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will provide a fixed contribution in the amount of \$143,153 to the State for the State to construct aesthetically treated pavement at the intersections of Corinth Parkway and the northbound and southbound frontage roads on IH 35E from FM 2181 South in Corinth to LP 288 in the City of Corinth. The State will then be responsible for the cost overruns for the Project.

The Project cost is to be as follows:

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
Construction (by State)	\$123,867	0%	\$0	0%	\$0	Fixed	\$123,867
Direct State Cost – CST @ 9.19%	\$11,383	0%	\$0	0%	\$0	Fixed	\$11,383
Indirect State Cost @ 6.38%	\$7,903	0%	\$0	0%	\$0	Fixed	\$7,903
<b>TOTAL</b>	<b>\$143,153</b>		<b>\$0</b>		<b>\$0</b>		<b>(fixed) \$143,153</b>

Total Local Government participation = \$143,153 (fixed)

Payment by the Local Government to the State upon full execution of this agreement: \$143,153 (fixed)

Total payment by the Local Government to the State: \$143,153 (fixed)

The total amount of Local Government participation shall not exceed the amount appearing above.

Project Maintenance by the Local Government

Upon completion of the Project by the State, the Local Government will assume responsibility for the cost and overruns associated with the maintenance of the Project to include the repair, replacement, repainting and/or other required or needed maintenance work of the aesthetically treated pavement at the intersections of Corinth Parkway and the northbound and southbound frontage roads on IH 35E from FM 2181 South in Corinth to LP 288 in the City of Corinth.

Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

Increase Cost

The total amount of Local Government participation, including the State’s direct and indirect costs, for the State to construct aesthetically treated pavement at the intersections of Corinth Parkway and the northbound and southbound frontage roads on IH 35E from FM 2181 South in Corinth to LP 288 in the City of Corinth shall not exceed the Local Government fixed contribution. The State will be responsible for the Project cost overruns.

Construction

The State is responsible to ensure that all construction items of work for the Project are completed in accordance with the approved plans and specifications.



# Corinth-NB/SB FR Intersection Decorative Paving

JOB NAME: **Decorative Paving - Corinth NBFR/SBFR Intersection**

DATE: **5/5/2015**

Rev.: **2**

## Summary of Request Proposal

<b>A. Developer Labor (Construction)</b>	
1 Wages	\$ (19,364.00)
2 Labor Burden (55%)	\$ (10,650.20)
	<u>\$ (30,014.20)</u>
<b>B. Materials</b>	
Permanent & Construction Materials	\$ (31,276.00)
	<u>\$ (31,276.00)</u>
<b>C. Equipment</b>	
Equipment Cost	\$ (8,074.00)
	<u>\$ (8,074.00)</u>
<b>D. Subcontracts</b>	
Subcontractors Cost	\$ 200,136.00
	<u>\$ 200,136.00</u>
<b>E. Bond and Insurance Item</b>	
Bond and Insurance Cost (1.19%)	\$ 1,556.18
	<u>\$ 1,556.18</u>
<b>F. Overhead Items</b>	
Labor (25%)	\$ (7,503.55)
Materials (15%)	\$ (4,691.40)
Subcontracts and Utility Direct Costs (5%)	\$ 10,006.80
	<u>\$ (2,188.15)</u>
<b>F. Contingency Items</b>	
Contingency (10%)	\$ 13,013.16
	<u>\$ 13,013.16</u>
<b>Grand Total</b>	<b>\$ 143,153.00</b>

EXHIBIT B to Change Order No. 15

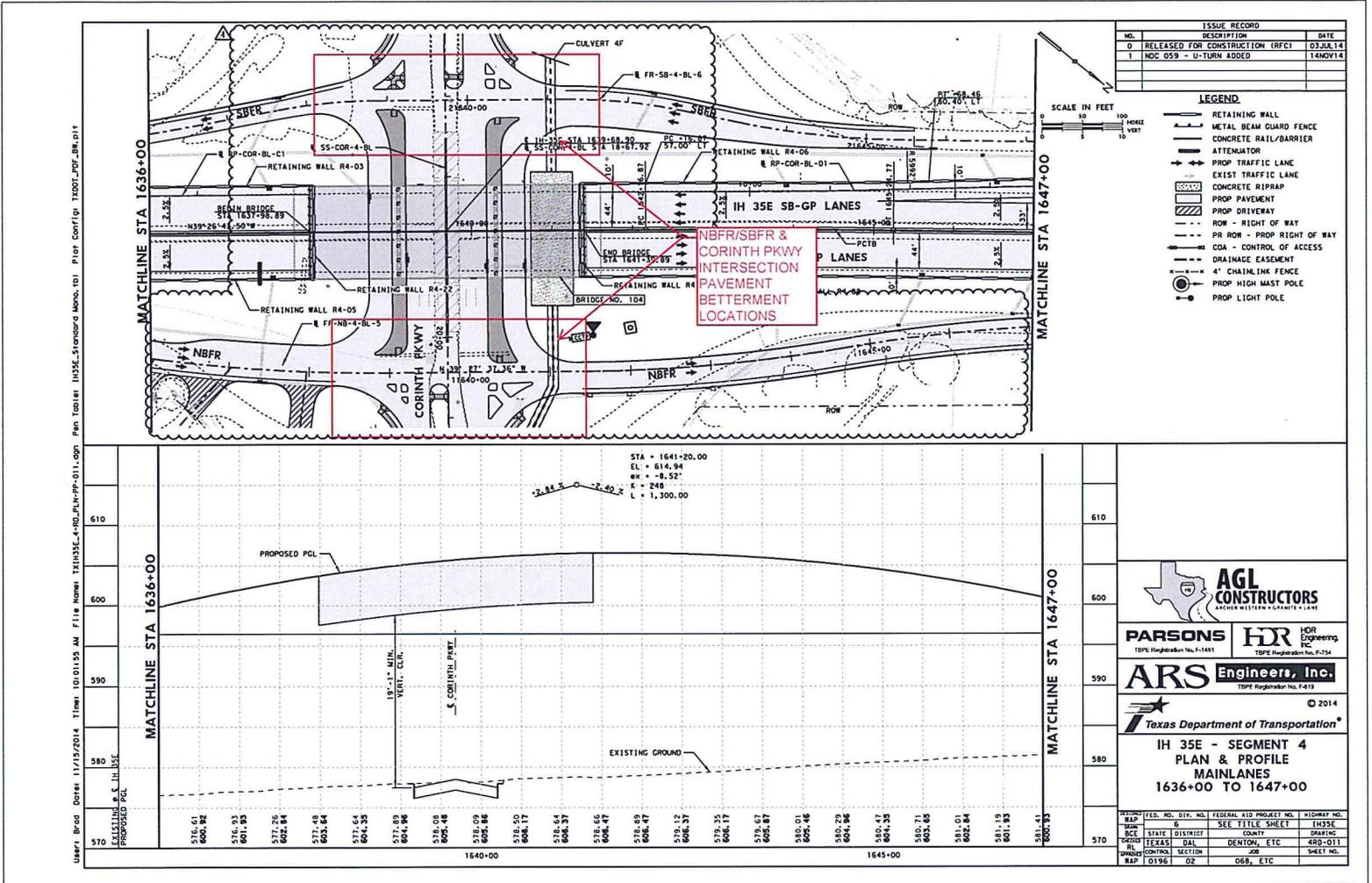


EXHIBIT B to Change Order No. 15

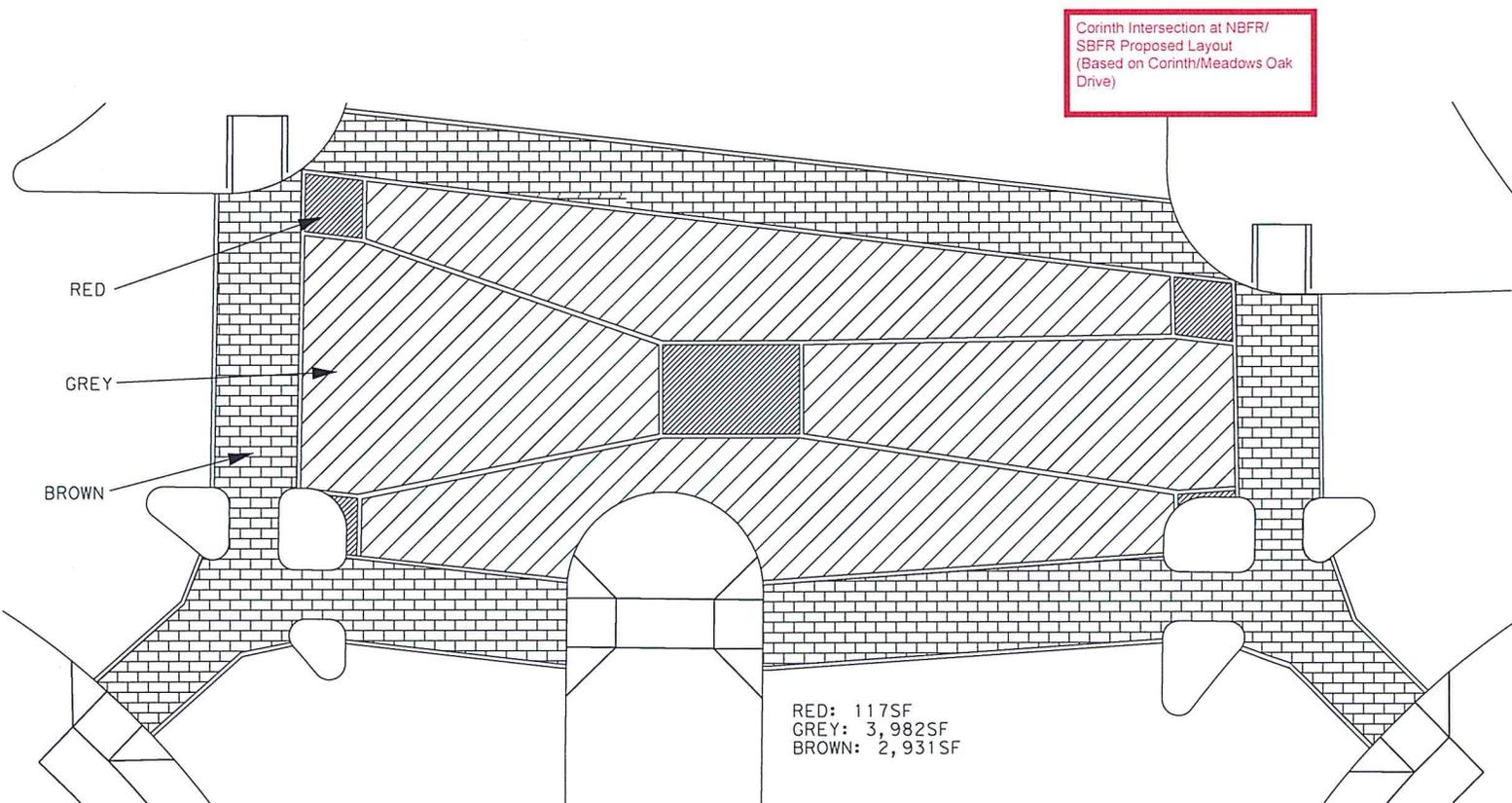
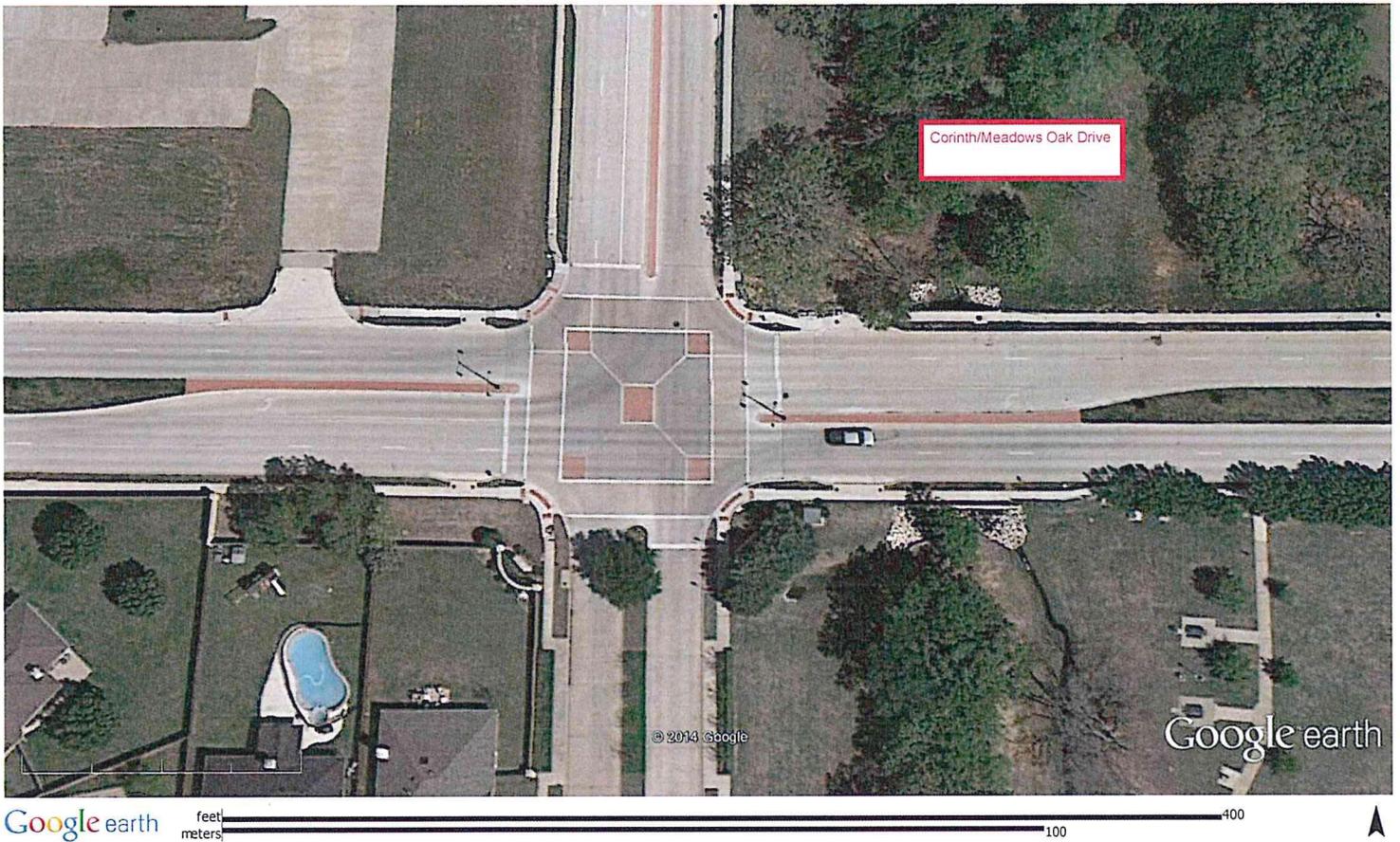


EXHIBIT B to Change Order No. 15





December 9, 2014

COCR0005

Justin Brown, P.E.  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Re: IH 35E Managed Lanes Project  
Corinth and NBFR SBFR Intersection Pavement Aesthetic Treatments

Dear Mr. Brown:

This letter serves as a continuation of the coordination with the City of Corinth concerning the betterment requested by the City of Corinth to aesthetically treat the Corinth & NBFR/SBFR Intersections pavement, as shown on the attached exhibits, as part of the IH35E Managed Lanes project. The betterment cost is \$143,153.

AGL Constructors is seeking the City of Corinth's concurrence on the intersection aesthetic betterment locations and cost. If the city concurs with the locations and cost of the betterment, TxDOT will provide an agreement to be executed by the City of Corinth under separate cover. If the city concurs with the locations and cost for the intersection aesthetic betterment, please sign and return this letter by December 23, 2014 which will also allow AGL to begin development of detailed design drawings for your review. Thank you for your partnership and continued support in moving this project forward.

If you have any questions, please contact Glenn Walsh at glennwalsh@aglconstructors.com or (214) 483-7504.

Sincerely,

Gary Geppert  
Deputy Project Manager

Enclosures: Corinth Blvd & NB/SB Frontage Road Pricing and Detail Exhibit

Cc: Varuna Singh, PE, TxDOT

- Concur
- Do not concur

Justin Brown

Printed Name

04/06/2015

Signature

Director of Public Works  
Title/Agency

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016  
**Title:** Lake Cities Soccer Association Co-Sponsorship Agreement  
**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 calendar year 2017 Co-Sponsorship agreement between the City of Corinth and Lake Cities Soccer Association.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City sponsors associations that coordinate and promote planned athletic activities within the City of Corinth in an effort to provide our Citizens the opportunity to participate in quality recreational sports programs.

The Lake Cities Soccer Association is a non-profit, tax-exempt organization that operates recreation soccer programs. The sponsorship agreement provides that the association may utilize public athletic facilities that are provided and maintained by the City at no cost to the Association. In consideration for the use of those facilities, the Association agrees to abide by the standards, requirements, and guidelines established by the City for all recreational youth sports. The standards and requirements include, but is not limited to the following:

- 1) Recreational league play, which includes practice and games, must receive top priority when scheduling field allotments.
- 2) Maintain a minimum of 51 percent of the Associations active membership that must reside in Corinth.
- 3) Association will collect non-residential and participation fees on behalf of the City.
- 4) Will maintain budget and fiscal controls as established by the City.
- 5) Agrees to abide to the City’s Sign Ordinance requirements regarding location, materials, and size.
- 6) Agrees to an independent financial audit by the City.
- 7) Agrees to comply with field usage ordinances as established by City Council.
- 8) Provide at least one representative from the association to attend Co-sponsorship Group meetings in April and September.

**RECOMMENDATION**

Staff recommends the City Council approve the Co-Sponsorship agreement between the City and Lake Cities Soccer for the 2017 calendar year.

**Attachments**

LCSA Agreement

**CITY OF CORINTH  
PARKS AND RECREATION DEPARTMENT  
2016 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 23 day of November, 2015, between the City of Corinth Parks and Recreation Department, herein called "City", and Lake Cities Soccer Association, herein called "Association".

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association may utilize public athletic facilities that are provided and maintained by, and at the cost of, the City except for those providing their own maintenance, which will be at the cost of the Association. In consideration for the use of those facilities, the Association hereby agrees to abide by the standards, requirements, and guidelines set forth below for all recreational youth sports. Failure to abide by these standards and guidelines may result in restriction of facility use or the termination of the Agreement.**

**SECTION 1. PREMISES AND FIELD ALLOCATION**

- 1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called "Premises" in accordance with the terms of this Agreement.
- 1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will in turn provide notification in writing to the Association of the reduction in fields.
- 1.03 The City has approved the following field assignments;
- Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, two adjoining concession stands, and Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside).
  - Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
  - Soccer Association is assigned 3 soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over 1 soccer field reserved for City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use City field on weekends for games. City will notify Association of field assignments one month prior to the start of each season. Association will notify City of field lay out, including placement of player benches, two weeks before the start of each season.
- 1.04 If fields are not in use, the City reserves the right to use them. The City also reserves the right to change field or concession assignments.

- 1.05 The Association may **NOT** sell or provide practice/game space to any other person, organization, team or company. All field rentals, other than Association recreational league practices and games must be requested and rented through the City Parks and Recreation Department. The Association is only allowed to provide its recreational and select team's practices. All other activities (tournaments, skills clinics, etc.) must be scheduled and approved through the Parks and Recreation Department. Additional fees may apply.

## **SECTION 2. SEASONS AND HOURS**

- 2.01 The City determines all available field allocations and reserves the right to schedule any and all make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Recreation Specialist for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. Every Monday, the Parks and Recreation Department will print the week's calendar and use it to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event.
- 2.04 Association shall submit to the Corinth Recreation Specialist all game and practice schedules in SAMS excel sheet. The form must include date, time, field, and team names. Failure to submit schedules at least five business days prior to the beginning of practice season and game season, and in required format, will result in delay of start of season.
- 2.05 The Premises are closed to reservations during the winter months of December and January and during the of the summer months of June and July.
- 2.05 Softball fields will be opened on Monday and Tuesday nights during the month of June for Softball and Baseball All-Star team practices.
- 2.06 The City will be renting the Baseball and Softball fields out to outside companies to host a number of tournaments throughout the year. Please refer to exhibit C for dates of possible tournaments. During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association.
- 2.07 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours' notice in order to prepare the fields. If 48 hours' notice is not given, field prep and lights are not guaranteed. Game must be entered into SAMS.
- 2.08 City will maintain all fields on a daily basis after approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be

marked on Fridays for the weekend, if requested by Association 10 days prior to the start of season. Additional field prep over the weekend is the responsibility of the Association.

2.09 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.

2.010 All games on the Premises must end by 10:00 p.m.

2.011 Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.

2.12 Association shall not schedule games on the Monday following a weekend tournament.

### SECTION 3. TOURNAMENTS AND CAMPS

3.01 Due to the increase in requests for field allocations to host co-sponsored tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be co-sponsored and the responsibility of the requesting groups when hosting these activities. **Please note that the Association is prohibited from subletting the Premises or transferring Co-Sponsorship Tournament privileges.**

3.02 Association Tournament Responsibilities:

For any tournament that an Association holds, the Association is responsible for all costs regarding the following:

1. Additional port-a-potty(s)
2. Additional bleacher placement (rental)
3. Dumpster fees (size of dumpster depends on size/length of tourney)
4. Additional temporary fencing or rental/installation

NOTE: In the event the above services are needed, Association shall submit a request to City at least 14 days before the tourney. City must approve the companies providing services 1-4, shown above, or the Association must pay the City to provide these services.

3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.
- c. To reserve the fields for league play tournament for calendar year 2016, requests must be submitted in writing to the Parks and Recreation Department by February 1, 2016. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be

- held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
  - f. Association will be responsible for picking up trash. The City will provide extra trash bags, if needed.
  - g. Association shall submit final tournament game schedules to the Recreation Specialist no later than two business days before the tournament start date. Brackets shall include times, dates, and field numbers.

#### 3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for calendar year 2016, requests must be submitted in writing to the Recreation Specialist by February 1, 2016. Additional tournament field requests will be subject to field availability.
- h. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- d. These tournaments may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement will be limited to one hour per team each week.
- e. Association is responsible for picking up trash. The City will provide extra trash bags, if needed.
- f. Association shall submit final tournament game schedule to the Recreation Specialist no later than two business days before the tournament start date. Brackets need to include times, dates, and field numbers.

#### 3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously rented, fields may be scheduled through the Recreation Specialist.
- b. Additional tournaments will be at the current rental rate of \$10/field/hour with no lights and \$25/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is cancelled for any reason.

- c. To reserve the fields for additional tournaments for calendar year 2016, requests must be submitted in writing to the Recreation Specialist by February 1, 2016. Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.
- f. City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags, if needed and requested.
- h. Association shall submit final tournament game schedules to the Recreation Specialist no later than two business days before the tournament start date. Brackets shall include times, dates, and field numbers.

#### **SECTION 4. FIELD USAGE ORDINANCES**

The following requirements are mandated by City Ordinance and Association shall comply with them and require its members to comply with them when conducting any activity within the Corinth Parks system and the Premises:

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are: \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarette, e-cigarettes and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle or other vehicle over or through any park, except along and upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.
- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.

- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council.  
(Section 131.001 of the Corinth Code)

#### **SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES**

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's resident City, along with non-resident and participation fees on or before March 15<sup>th</sup> for Spring, and October 18<sup>th</sup> for Fall.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, as well as leadership of Association. Association agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.
- 5.05 It is recommended that all coaches complete a sport specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referees organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses, i.e. special uniforms, except for expenses associated with post season all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age grouping, divisions, or leagues, each group shall have equal priority to available field use time. No one team shall be allowed more than four hours' practice time per week.
- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate use of City athletic facilities and City Premises.

## SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.03 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.
- 6.04 It is recommended that no one team should be allowed more than four hours of practice time per week and these times should be outside of the Association's normal recreational practice schedule.
- 6.05 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.06 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.07 Each Association will be given 1 week during the month of June, to conduct tryouts. Tryout week must be agreed upon prior to the start of the season. Tryout week must be turned in with 2016 dates. Week must be made up of seven (7) consecutive days. City fields will be closed on weekend for City run tournaments or events approved by the City.

## SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 8 for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps.
- 7.02 To assure adequate fiscal control, the Association will:
- a. Maintain a checking account.
  - b. Not provide cash reimbursement in an amount over \$50.
  - c. Retain all cancelled checks and records for three years.
  - d. Require that checks over \$200 be signed by two current members of the Board.
  - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.

- f. Conduct at least one Board meeting before and one after each season; the meetings must be open to the public and announced on the Association's website at least one week prior to the meeting.
  - g. Provide written notice, in word document, to the Recreation Specialist of all upcoming board meetings, including location and start time.
  - g. Allow the Recreation Specialist to attend any board/officers meeting without notice.
  - h. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax exempt status.
  - i. Include a separate line item within the Association's financial reports for the payment of officials.
  - j. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or other program that is approved by the City.
  - k. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.03 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.
- 7.04 The Association's documentation may be requested at any time and will be due to the Recreation Specialist within ten business days of the request.
- 7.05 To ensure the City is being good stewards with publically funded fields, an independent financial audit of the Associations financial records by a firm hired by the City, will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

## SECTION 8. COMMUNICATION

- 8.01 The Corinth Recreation Specialist and Public Works/Parks Manager will serve as the City staff liaisons for the Corinth Sports Associations. City staff and the representatives of all Corinth Associations will meet Wednesday, April 20, 2016, Wednesday, June 8, 2016 and Wednesday, November 16, 2016 at 6:00 p.m. at City Hall. At least one representative from the Association must be present at each scheduled meeting. If Association misses more than one meeting, it will be subject to dismissal, and the City may terminate this Agreement upon notice.
- 8.02 Association is allowed to book one free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's Board meetings, or umpire meetings. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation Specialist.
- 8.03 Association is allowed to book one free meeting per season at Crownover Recreation Center, pending availability. Dates should be set 30 days in advance. These meetings are

to be used for the Association's parent meetings, or coaches meetings. The meetings shall not be used for individual team meetings, team parties, or practices. The point of contact from the Association should e-mail meeting room requests to the Recreation Specialist.

- 8.04 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.05 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.06 For questions regarding this Agreement, field availability, and field scheduling, please contact the Corinth Recreation Specialist, Melissa Dolan at 940-498-7508 or [Melissa.dolan@Cityofcorinth.com](mailto:Melissa.dolan@Cityofcorinth.com).
- 8.07 For questions or concerns regarding field maintenance, please contact the Parks Manager, Jason Cao, at 940-498-3248 or [jason.cao@cityofcorinth.com](mailto:jason.cao@cityofcorinth.com).
- 8.08 Each association shall appoint one person to be a point of contact for their respected association. There should be one point of contact with Jason for questions or concerns regarding field maintenance, and another point of contact, can be the same person, with Melissa for questions regarding field availability and scheduling. Please note that all communication needs to go through the point of contact that includes communication from players, parents and coaches. If a concerns is sent directly to Jason or Melissa from someone other than the assigned point of contact, we will respond to sender letting them know that all issues and concerns must first go through the association, exception; if it is a safety issue that needs immediate attention
- 8.09 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Recreation Specialist.
- 8.10 All maintenance requests must be made in writing to Jason, submitted by the point of contact.
- 8.11 Association may also submit questions or concerns through the City's online report and concern module which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

## **SECTION 9. DOCUMENTS, FEES AND OFFICERS**

- 9.01 The Association shall submit to the City a copy of its bylaws, 2016 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters, end of season summary report, and financial statements on or the deadlines set forth in Exhibit B.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.

- 9.03 A listing of these documents and fees with due dates is in Exhibit B, attached and incorporated herein.

#### **SECTION 10. INSURANCE AND INDEMNIFICATION**

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.
- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association must submit a new certificate within 10 business days of the expiration date.
- 10.04 The policy must name the City, its officers and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.
- 10.05 The Association agrees to protect, indemnify and hold harmless and defend the City, its officers, agents, servants and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.

#### **SECTION 11. IMPACT, NONRESIDENT AND ENHANCEMENT FEES**

- 11.01 The Association shall collect a nonresident registration fee in addition to all other fees required to participate. The Association must pay a \$10 fee for each nonresident player, per season, as required by City Ordinance (Ordinance No.13-07-18-13). All non-resident players utilizing City fields will be charged this fee. This fee will be due on March 15, 2016 for the spring season and October 18, 2016 for the fall season.
- 11.02 The Association will pay a participation fee of \$10 per child per season for recreational players and \$10 per child per season for select players. These fees shall be submitted to the City of Corinth on or before March 15, 2016 for the spring season and on or before October 18, 2016 for the fall season.

## SECTION 12. CONCESSIONS

- 12.01 The Association may operate concession stands only in compliance with this section and in regular season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands please make the City aware as soon as possible so arrangements can be made.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal laws. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week prior to the concession stand opening.
- 12.05 Association's operators must comply with City of Corinth Ordinance No. 04-05-27-07 regulating food establishments. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued in the spring and are good for one year. The permit fee, \$100, is due to the Corinth Building Permit Department seven business days prior to the start of the spring season.
- 12.06 Once permit fee has been paid Association will need to set up a health inspection, information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the spring season, fall season for upper concession stand. Failure to do so may result in delay of opening concession stand.
- 12.05 Association shall complete a Special Events/Temporary Food Service Application. The application fee of \$50 will be waived. Application is due to the Corinth Building Permit Department seven days prior to the start of the spring season.
- 12.07 The Association must pick up litter in the area of their stand on a daily basis including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
- 12.08 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.09 The Association shall pay a fee of \$1, 115 per stand for the privilege of operating a stand. Payment is due by March 15, 2016.
- 12.10 All concession stands must maintain a complete first aid kit at the stand.
- 12.11 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents.

- 12.12 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure or the building such as electrical wiring, plumbing, and other structural components.
- 12.13 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.
- 12.14 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.
- 12.15 The Association shall be responsible for adequate and proper security of the building. Alarm systems and other security devices are optional and will be installed/maintained by the Association, with prior approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If building needs to be rekeyed, the City will do so, at the cost to Association, up to once a year.
- 12.16 If concession stand is abandoned, Association will lose rights to the concession stand.
- 12.17 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

### **SECTION 13. FIELD LIGHTS**

- 13.01 The City of Corinth Public Works Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers, so that if practice is cancelled, ends earlier, or any other reason and the lights are not needed, the Association can turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Public Works Department at (940) 498-3253 or complete a "Report a Concern" form, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 14. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE**

- 14.01 The Association shall submit to the Parks Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work.
- 14.02. All communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes must be

followed. Approval of the proposed improvements or construction shall rest solely with the City. These requests must be submitted to at least 30 days in advance.

14.03 Permanent structures shall become the property of the City.

### **SECTION 15. SPONSORSHIPS AND SIGNAGE/BANNERS**

15.01 For season advertising, an Association must have an approved co-sponsorship agreement executed by the City.

15.02 Sponsorships agreements may only be within term of this contract; January 1, 2016 – December 31, 2016 and shall not be valid thereafter.

15.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.

1. Yard signs may be displayed for any 4 weeks prior to the registration deadline, dates must first be approved by the Parks and Recreation Department. Signs may not be displayed till approved in writing.
2. The yard signs shall not be greater than 6 sq. feet.
3. City logo must be visible from street, minimum of 5 x 6 inches. Any sign posted without the City of Corinth Logo will be removed by the City.
4. There must be a minimum of 1,000 feet between each sign.
5. Permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with their permission, if needed.
6. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).
7. The provisions set forth in this section will be enforced by the City of Corinth Code Enforcement Department.

15.04 Sponsorship advertisements must be reviewed and approved by the City before they may be placed on any park property. The advertisements must comply with the following:

1. They must comply with all City Codes. Signage may not face streets.
2. The Public Works/Parks Manager must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.

4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.
6. Event sponsors must be pre-approved by the City to ensure there is not a conflict with the field, park or facility naming rights.
7. Event signs and banners and locations for display must be pre-approved by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.
8. Association agrees the City is not responsible for any damage to the signs or banners.

### **SECTION 16. STORAGE CLOSETS**

- 16.01 Baseball Association is assigned the storage closet attached to concession stand # 2 located between fields 6 and 7 as well as electrical closet attached to concession stand #1 by field 4.
- 16.02 Softball Association is assigned the electrical closet attached to the softball complex concession stand.
- 16.03 Soccer Association is assigned the electrical closet attached to the soccer complex concession stand.
- 16.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of contents on premises.

### **SECTION 17. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES**

- 17.01 The following are reasons for athletics field closure or postponement:
  - a. Fields are too wet for play.
  - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
  - c. Maintenance, renovation, or construction conditions exist.
- 17.02 The Rainout line, (940) 498-3221, will be updated and “Notify Me” alert will be activated by 4 p.m. on weekdays when conditions are questionable. If fields are in question over the weekend, an alert will be sent out by 7:00 a.m. If inclement weather occurs after this time, it will be up to the Association’s discretion for play, unless otherwise noted on the rainout line.
- 17.03 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared and lights not activated if notice is not given.

## SECTION 18. MAINTENANCE STANDARDS FOR PREMISES

- 18.01 City shall maintain quality turf areas, which includes mowing, weed control, fertilizing, and herbicide spraying as allowed by the City's Budget.
- 18.02 The City may request additional funds from the Associations to help pay for the turf over seeding of perennial rye grass each fall.
- 18.03 The City shall prepare and line fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 18.04 The City shall maintain all bleachers.
- 18.05 The City shall provide and maintain all area and field lighting systems.
- 18.06 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 18.07 The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
- 18.08 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from November 16 – February 15 for winterization, depending on the severity of winter
- 18.09 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 13 for collection of litter at concessions.)
- 18.10 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.11 If, within the City's judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 18.12 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.
- 18.13 No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
- 18.14 Metal cleats will be permitted at Corinth Community Park Baseball field 4 only. Metal cleats are not allowed on any other City of Corinth field.

## **SECTION 19. UNLAWFUL ACTIVITIES**

- 19.01 The Association shall not engage in any activities on the Premises, which violate any existing state, federal, local law or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

## **SECTION 20. ADULT SOFTBALL**

- 20.01 Softball Association agrees to take over and run Adult men's and coed softball throughout the year.
- 20.02 Association will follow the same rules and regulations set forth in this contract.
- 20.03 Association will submit all paperwork and follow deadlines set forth in this contract.
- 20.04 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment along with team registration report will be due to the City 30 days after the close of each season registration.

## **SECTION 21. EXHIBITS**

- 21.01 The City and the Association agree that the exhibits attached to this Agreement are incorporated into the Agreement as if set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits are:
- Exhibit A – Field Allocation and Season Dates
  - Exhibit B – Schedule of Required Documents and Deadlines
  - Exhibit C - 2016 Proposed Tournament Dates
  - Exhibit D – Co-Sponsorship Growth Application

## **SECTION 22. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES**

- 22.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received and may terminate this Agreement.
- 22.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Recreation Specialist at the following address:

Parks and Recreation Manager  
Corinth Parks and Recreation Department  
3300 Corinth Parkway  
Corinth, Texas 76208  
Phone (940) 498-3248  
e-mail: Jason.cao@cityofcorinth.com

**SECTION 23. TERM**

The Association will sign an Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed annually for all current Corinth Association members. This Agreement is effective January 1, 2016 through December 31, 2016. Thereafter, the Agreement must be renewed prior to the Association advertising and taking registration for a new season.

**SECTION 24. AGREEMENT APPROVAL**

The persons executing the Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association, warrant that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

**SECTION 25. DEFAULT AND TERMINATION**

If the Association violates any term of the Agreement, or if fails to timely pay an invoice submitted for a service provided under this Agreement, the City may declare the Association in default and terminate or suspend the Agreement, upon 10 days written notice. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses their co-sponsorship status, they will forfeit all rights to co-sponsored use of all athletic fields, concession privileges, and field lights. Notices are deemed effective upon mailing or personal delivery.

Signature: Vincettedict  
Association: LCSA  
Date: 11/23/15

City Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit "A"

FIELD ALLOCATION AND SEASON DATES

2016

<b>Association</b>	<b>Location</b>	<b>Dates</b>
Baseball Association	Baseball Fields 4-9	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
	Multi-Purpose Fields 1-4 Southside	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>
Softball Association	Softball Fields 1 – 3	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Monday/Tuesday night during the month of June.  Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
	Soccer Association	Soccer Fields 3 of 4 fields

Exhibit “B”

SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES  
2016

1. **January 8** - Co-Sponsorship Agreement due, Association bylaws, board member names, addresses and phone numbers due.
2. **January 8** - Point of contact for Jason, field issues and Melissa, field availability due
3. **January 8** - Dates for 2016; practice and game start and end dates, tryout dates for fall and spring, and bye week dates due.
4. **January 8** - Schedule of upcoming board meetings due with Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 8** – Financial statements from previous year.
6. **February 1** – 2016 Tournament dates and needs.
7. **One week prior to first practice** - Proof of Insurance due.
8. **5 business days prior to first practice** - Practice schedule due in SAMS calendar form.
9. **5 business days prior to first game** – Game schedule due in SAMS calendar form.
10. **One week prior to concession stand opening** – Valid health permit and food handling card.
11. **March 15** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
12. **October 18** – Fall Nonresident, Participation Fees, Health Permit, upper concession stand at baseball, and participation list of all individuals registered due.
13. **October 15** –Co-Sponsorship growth application due if association is needing more field space. See Exhibit “D’

If City determines Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received, and may terminate this Agreement.

Exhibit “C”

2016 PROPOSED TOURNAMENT DATES  
Baseball and Softball Fields

- March 4 – 6, 2016
- April 1 – 3, 2016\*
- May 27-30, 2016\*
- June 3 – 5, 2016
- June 10 – 12, 2016
- June 16-19, 2016
- October 14 – 16, 2016\*

\* During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association.



Exhibit "D"  
**CITY OF CORINTH**  
**CO-SPONSORSHIP GROWTH APPLICATION**

<b>Section 1: ASSOCIATION INFORMATION</b>		Is association a registered non-profit organization: Yes or No
Association Full Name:	Tax ID:	
Street Address:	Contact Name:	Contact Phone Number:
City, State, Zip Code:	Contact Email Address:	
<b>SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE</b>		
<b>SECTION 3: ASSOCIATION REQUIREMENTS</b>		
<b>A. Participant Information:</b>		
How many participants does your association service?	Fall:	Spring:
How many participants are Corinth residents?	Fall:	Spring:
Anticipated growth, residents?	Fall:	Spring:
Anticipated growth, non-residents?	Fall:	Spring:
<b>B. Field Requirements:</b>		
Current field(s) assignment?	Fall:	Spring:
What additional field(s) would your association need access to?	Fall:	Spring:
Does your association require access to lighted fields?	Fall:	Spring:
How many days a week would your association need access to the fields?	Fall:	Spring:
What times would your association need access to the fields?	Fall:	Spring:
What dates would the association need access to the fields for practice, games, playoffs, etc.	Fall:	Spring:
<p>Association President: _____ Date: _____</p> <p style="text-align: center;"><i>Please submit application and requested documentation by October 15, 2016.</i></p>		

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Lake Cities Girls Softball Association 2017 Co-Sponsorship Agreement

**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 calendar year 2017 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for Youth Softball, Adult Softball and Youth Baseball.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City sponsors associations that coordinate and promote planned athletic activities within the City of Corinth in an effort to provide our Citizens the opportunity to participate in quality recreational sports programs.

The Lake Cities Girls Softball Association is a non-profit, tax-exempt organization that operates both recreational softball and baseball youth programs. The sponsorship agreement provides that the association may utilize public athletic facilities that are provided and maintained by the City at no cost to the Association. In consideration for the use of those facilities, the Association agrees to abide by the standards, requirements, and guidelines established by the City for all recreational youth sports. The standards and requirements include, but is not limited to the following:

- 1) Recreational league play, which includes practice and games, must receive top priority when scheduling field allotments.
- 2) Maintain a minimum of 51 percent of the Associations active membership that must reside in Corinth.
- 3) Association will collect non-residential and participation fees on behalf of the City.
- 4) Will maintain budget and fiscal controls as established by the City.
- 5) Agrees to abide to the City’s Sign Ordinance requirements regarding location, materials, and size.
- 6) Agrees to an independent financial audit by the City.
- 7) Agrees to comply with field usage ordinances as established by City Council.
- 8) Provide at least one representative from the association to attend Co-sponsorship Group meetings in April and September.

**RECOMMENDATION**

Staff recommends the City Council approve the 2017 Co-Sponsorship agreement between the City and the Lake Cities Girls Softball Association.

**Attachments**

LCGSA 2017 Contract

**CITY OF CORINTH  
PARKS AND RECREATION DEPARTMENT  
2016 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 23 day of November, 2015, between the City of Corinth Parks and Recreation Department, herein called "City", and Lake Cities Girls Softball Association, herein called "Association".

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association may utilize public athletic facilities that are provided and maintained by, and at the cost of, the City except for those providing their own maintenance, which will be at the cost of the Association. In consideration for the use of those facilities, the Association hereby agrees to abide by the standards, requirements, and guidelines set forth below for all recreational youth sports. Failure to abide by these standards and guidelines may result in restriction of facility use or the termination of the Agreement.**

**SECTION 1. PREMISES AND FIELD ALLOCATION**

- 1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called "Premises" in accordance with the terms of this Agreement.
- 1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will in turn provide notification in writing to the Association of the reduction in fields.
- 1.03 The City has approved the following field assignments;
- Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, two adjoining concession stands, and Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside).
  - Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
  - Soccer Association is assigned 3 soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over 1 soccer field reserved for City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use City field on weekends for games. City will notify Association of field assignments one month prior to the start of each season. Association will notify City of field lay out, including placement of player benches, two weeks before the start of each season.
- 1.04 If fields are not in use, the City reserves the right to use them. The City also reserves the right to change field or concession assignments.

- 1.05 The Association may **NOT** sell or provide practice/game space to any other person, organization, team or company. All field rentals, other than Association recreational league practices and games must be requested and rented through the City Parks and Recreation Department. The Association is only allowed to provide its recreational and select team's practices. All other activities (tournaments, skills clinics, etc.) must be scheduled and approved through the Parks and Recreation Department. Additional fees may apply.

## **SECTION 2. SEASONS AND HOURS**

- 2.01 The City determines all available field allocations and reserves the right to schedule any and all make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Recreation Specialist for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. Every Monday, the Parks and Recreation Department will print the week's calendar and use it to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event.
- 2.04 Association shall submit to the Corinth Recreation Specialist all game and practice schedules in SAMS excel sheet. The form must include date, time, field, and team names. Failure to submit schedules at least five business days prior to the beginning of practice season and game season, and in required format, will result in delay of start of season.
- 2.05 The Premises are closed to reservations during the winter months of December and January and during the of the summer months of June and July.
- 2.05 Softball fields will be opened on Monday and Tuesday nights during the month of June for Softball and Baseball All-Star team practices.
- 2.06 The City will be renting the Baseball and Softball fields out to outside companies to host a number of tournaments throughout the year. Please refer to exhibit C for dates of possible tournaments. During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association.
- 2.07 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours' notice in order to prepare the fields. If 48 hours' notice is not given, field prep and lights are not guaranteed. Game must be entered into SAMS.
- 2.08 City will maintain all fields on a daily basis after approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be

marked on Fridays for the weekend, if requested by Association 10 days prior to the start of season. Additional field prep over the weekend is the responsibility of the Association.

- 2.09 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.
- 2.010 All games on the Premises must end by 10:00 p.m.
- 2.011 Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.
- 2.12 Association shall not schedule games on the Monday following a weekend tournament.

### SECTION 3. TOURNAMENTS AND CAMPS

3.01 Due to the increase in requests for field allocations to host co-sponsored tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be co-sponsored and the responsibility of the requesting groups when hosting these activities. **Please note that the Association is prohibited from subletting the Premises or transferring Co-Sponsorship Tournament privileges.**

3.02 Association Tournament Responsibilities:

For any tournament that an Association holds, the Association is responsible for all costs regarding the following:

- 1. Additional port-a-potty(s)
- 2. Additional bleacher placement (rental)
- 3. Dumpster fees (size of dumpster depends on size/length of tourney)
- 4. Additional temporary fencing or rental/installation

NOTE: In the event the above services are needed, Association shall submit a request to City at least 14 days before the tourney. City must approve the companies providing services 1-4, shown above, or the Association must pay the City to provide these services.

3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.
- c. To reserve the fields for league play tournament for calendar year 2016, requests must be submitted in writing to the Parks and Recreation Department by February 1, 2016. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be

- held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
  - f. Association will be responsible for picking up trash. The City will provide extra trash bags, if needed.
  - g. Association shall submit final tournament game schedules to the Recreation Specialist no later than two business days before the tournament start date. Brackets shall include times, dates, and field numbers.

#### 3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for calendar year 2016, requests must be submitted in writing to the Recreation Specialist by February 1, 2016. Additional tournament field requests will be subject to field availability.
- h. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- d. These tournaments may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement will be limited to one hour per team each week.
- e. Association is responsible for picking up trash. The City will provide extra trash bags, if needed.
- f. Association shall submit final tournament game schedule to the Recreation Specialist no later than two business days before the tournament start date. Brackets need to include times, dates, and field numbers.

#### 3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously rented, fields may be scheduled through the Recreation Specialist.
- b. Additional tournaments will be at the current rental rate of \$10/field/hour with no lights and \$25/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is cancelled for any reason.

- c. To reserve the fields for additional tournaments for calendar year 2016, requests must be submitted in writing to the Recreation Specialist by February 1, 2016. Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.
- f. City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags, if needed and requested.
- h. Association shall submit final tournament game schedules to the Recreation Specialist no later than two business days before the tournament start date. Brackets shall include times, dates, and field numbers.

#### **SECTION 4. FIELD USAGE ORDINANCES**

The following requirements are mandated by City Ordinance and Association shall comply with them and require its members to comply with them when conducting any activity within the Corinth Parks system and the Premises:

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are: \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarette, e-cigarettes and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle or other vehicle over or through any park, except along and upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.
- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.

- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council.  
(Section 131.001 of the Corinth Code)

#### **SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES**

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's resident City, along with non-resident and participation fees on or before March 15<sup>th</sup> for Spring, and October 18<sup>th</sup> for Fall.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, as well as leadership of Association. Association agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.
- 5.05 It is recommended that all coaches complete a sport specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referees organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses, i.e. special uniforms, except for expenses associated with post season all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age grouping, divisions, or leagues, each group shall have equal priority to available field use time. No one team shall be allowed more than four hours' practice time per week.
- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate use of City athletic facilities and City Premises.

## SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.03 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.
- 6.04 It is recommended that no one team should be allowed more than four hours of practice time per week and these times should be outside of the Association's normal recreational practice schedule.
- 6.05 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.06 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.07 Each Association will be given 1 week during the month of June, to conduct tryouts. Tryout week must be agreed upon prior to the start of the season. Tryout week must be turned in with 2016 dates. Week must be made up of seven (7) consecutive days. City fields will be closed on weekend for City run tournaments or events approved by the City.

## SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 8 for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps.
- 7.02 To assure adequate fiscal control, the Association will:
- a. Maintain a checking account.
  - b. Not provide cash reimbursement in an amount over \$50.
  - c. Retain all cancelled checks and records for three years.
  - d. Require that checks over \$200 be signed by two current members of the Board.
  - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.

- f. Conduct at least one Board meeting before and one after each season; the meetings must be open to the public and announced on the Association's website at least one week prior to the meeting.
  - g. Provide written notice, in word document, to the Recreation Specialist of all upcoming board meetings, including location and start time.
  - g. Allow the Recreation Specialist to attend any board/officers meeting without notice.
  - h. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax exempt status.
  - i. Include a separate line item within the Association's financial reports for the payment of officials.
  - j. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or other program that is approved by the City.
  - k. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.03 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.
- 7.04 The Association's documentation may be requested at any time and will be due to the Recreation Specialist within ten business days of the request.
- 7.05 To ensure the City is being good stewards with publically funded fields, an independent financial audit of the Associations financial records by a firm hired by the City, will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

## **SECTION 8. COMMUNICATION**

- 8.01 The Corinth Recreation Specialist and Public Works/Parks Manager will serve as the City staff liaisons for the Corinth Sports Associations. City staff and the representatives of all Corinth Associations will meet Wednesday, April 20, 2016, Wednesday, June 8, 2016 and Wednesday, November 16, 2016 at 6:00 p.m. at City Hall. At least one representative from the Association must be present at each scheduled meeting. If Association misses more than one meeting, it will be subject to dismissal, and the City may terminate this Agreement upon notice.
- 8.02 Association is allowed to book one free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's Board meetings, or umpire meetings. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation Specialist.
- 8.03 Association is allowed to book one free meeting per season at Crownover Recreation Center, pending availability. Dates should be set 30 days in advance. These meetings are

to be used for the Association's parent meetings, or coaches meetings. The meetings shall not be used for individual team meetings, team parties, or practices. The point of contact from the Association should e-mail meeting room requests to the Recreation Specialist.

- 8.04 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.05 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.06 For questions regarding this Agreement, field availability, and field scheduling, please contact the Corinth Recreation Specialist, Melissa Dolan at 940-498-7508 or [Melissa.dolan@Cityofcorinth.com](mailto:Melissa.dolan@Cityofcorinth.com).
- 8.07 For questions or concerns regarding field maintenance, please contact the Parks Manager, Jason Cao, at 940-498-3248 or [jason.cao@cityofcorinth.com](mailto:jason.cao@cityofcorinth.com).
- 8.08 Each association shall appoint one person to be a point of contact for their respected association. There should be one point of contact with Jason for questions or concerns regarding field maintenance, and another point of contact, can be the same person, with Melissa for questions regarding field availability and scheduling. Please note that all communication needs to go through the point of contact that includes communication from players, parents and coaches. If a concerns is sent directly to Jason or Melissa from someone other than the assigned point of contact, we will respond to sender letting them know that all issues and concerns must first go through the association, exception; if it is a safety issue that needs immediate attention
- 8.09 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Recreation Specialist.
- 8.10 All maintenance requests must be made in writing to Jason, submitted by the point of contact.
- 8.11 Association may also submit questions or concerns through the City's online report and concern module which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

## **SECTION 9. DOCUMENTS, FEES AND OFFICERS**

- 9.01 The Association shall submit to the City a copy of its bylaws, 2016 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters, end of season summary report, and financial statements on or the deadlines set forth in Exhibit B.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.

- 9.03 A listing of these documents and fees with due dates is in Exhibit B, attached and incorporated herein.

#### **SECTION 10. INSURANCE AND INDEMNIFICATION**

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.
- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association must submit a new certificate within 10 business days of the expiration date.
- 10.04 The policy must name the City, its officers and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.
- 10.05 The Association agrees to protect, indemnify and hold harmless and defend the City, its officers, agents, servants and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.

#### **SECTION 11. IMPACT, NONRESIDENT AND ENHANCEMENT FEES**

- 11.01 The Association shall collect a nonresident registration fee in addition to all other fees required to participate. The Association must pay a \$10 fee for each nonresident player, per season, as required by City Ordinance (Ordinance No.13-07-18-13). All non-resident players utilizing City fields will be charged this fee. This fee will be due on March 15, 2016 for the spring season and October 18, 2016 for the fall season.
- 11.02 The Association will pay a participation fee of \$10 per child per season for recreational players and \$10 per child per season for select players. These fees shall be submitted to the City of Corinth on or before March 15, 2016 for the spring season and on or before October 18, 2016 for the fall season.

## SECTION 12. CONCESSIONS

- 12.01 The Association may operate concession stands only in compliance with this section and in regular season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands please make the City aware as soon as possible so arrangements can be made.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal laws. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week prior to the concession stand opening.
- 12.05 Association's operators must comply with City of Corinth Ordinance No. 04-05-27-07 regulating food establishments. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued in the spring and are good for one year. The permit fee, \$100, is due to the Corinth Building Permit Department seven business days prior to the start of the spring season.
- 12.06 Once permit fee has been paid Association will need to set up a health inspection, information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the spring season, fall season for upper concession stand. Failure to do so may result in delay of opening concession stand.
- 12.05 Association shall complete a Special Events/Temporary Food Service Application. The application fee of \$50 will be waived. Application is due to the Corinth Building Permit Department seven days prior to the start of the spring season.
- 12.07 The Association must pick up litter in the area of their stand on a daily basis including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
- 12.08 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.09 The Association shall pay a fee of \$1,115 per stand for the privilege of operating a stand. Payment is due by March 15, 2016.
- 12.10 All concession stands must maintain a complete first aid kit at the stand.
- 12.11 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents.

- 12.12 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure or the building such as electrical wiring, plumbing, and other structural components.
- 12.13 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.
- 12.14 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.
- 12.15 The Association shall be responsible for adequate and proper security of the building. Alarm systems and other security devices are optional and will be installed/maintained by the Association, with prior approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If building needs to be rekeyed, the City will do so, at the cost to Association, up to once a year.
- 12.16 If concession stand is abandoned, Association will lose rights to the concession stand.
- 12.17 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

### **SECTION 13. FIELD LIGHTS**

- 13.01 The City of Corinth Public Works Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers, so that if practice is cancelled, ends earlier, or any other reason and the lights are not needed, the Association can turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Public Works Department at (940) 498-3253 or complete a "Report a Concern" form, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 14. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE**

- 14.01 The Association shall submit to the Parks Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work.
- 14.02. All communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes must be

followed. Approval of the proposed improvements or construction shall rest solely with the City. These requests must be submitted to at least 30 days in advance.

14.03 Permanent structures shall become the property of the City.

#### **SECTION 15. SPONSORSHIPS AND SIGNAGE/BANNERS**

15.01 For season advertising, an Association must have an approved co-sponsorship agreement executed by the City.

15.02 Sponsorships agreements may only be within term of this contract; January 1, 2016 – December 31, 2016 and shall not be valid thereafter.

15.03 The Association must comply with the City’s Sports Association Advertising Policy and the City’s Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.

1. Yard signs may be displayed for any 4 weeks prior to the registration deadline, dates must first be approved by the Parks and Recreation Department. Signs may not be displayed till approved in writing.
2. The yard signs shall not be greater than 6 sq. feet.
3. City logo must be visible from street, minimum of 5 x 6 inches. Any sign posted without the City of Corinth Logo will be removed by the City.
4. There must be a minimum of 1,000 feet between each sign.
5. Permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with their permission, if needed.
6. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).
7. The provisions set forth in this section will be enforced by the City of Corinth Code Enforcement Department.

15.04 Sponsorship advertisements must be reviewed and approved by the City before they may be placed on any park property. The advertisements must comply with the following:

1. They must comply with all City Codes. Signage may not face streets.
2. The Public Works/Parks Manager must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.

4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.
6. Event sponsors must be pre-approved by the City to ensure there is not a conflict with the field, park or facility naming rights.
7. Event signs and banners and locations for display must be pre-approved by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.
8. Association agrees the City is not responsible for any damage to the signs or banners.

#### **SECTION 16. STORAGE CLOSETS**

- 16.01 Baseball Association is assigned the storage closet attached to concession stand # 2 located between fields 6 and 7 as well as electrical closet attached to concession stand #1 by field 4.
- 16.02 Softball Association is assigned the electrical closet attached to the softball complex concession stand.
- 16.03 Soccer Association is assigned the electrical closet attached to the soccer complex concession stand.
- 16.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of contents on premises.

#### **SECTION 17. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES**

- 17.01 The following are reasons for athletics field closure or postponement:
  - a. Fields are too wet for play.
  - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
  - c. Maintenance, renovation, or construction conditions exist.
- 17.02 The Rainout line, (940) 498-3221, will be updated and “Notify Me” alert will be activated by 4 p.m. on weekdays when conditions are questionable. If fields are in question over the weekend, an alert will be sent out by 7:00 a.m. If inclement weather occurs after this time, it will be up to the Association’s discretion for play, unless otherwise noted on the rainout line.
- 17.03 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared and lights not activated if notice is not given.

## SECTION 18. MAINTENANCE STANDARDS FOR PREMISES

- 18.01 City shall maintain quality turf areas, which includes mowing, weed control, fertilizing, and herbicide spraying as allowed by the City's Budget.
- 18.02 The City may request additional funds from the Associations to help pay for the turf over seeding of perennial rye grass each fall.
- 18.03 The City shall prepare and line fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 18.04 The City shall maintain all bleachers.
- 18.05 The City shall provide and maintain all area and field lighting systems.
- 18.06 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 18.07 The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
- 18.08 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from November 16 – February 15 for winterization, depending on the severity of winter
- 18.09 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 13 for collection of litter at concessions.)
- 18.10 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.11 If, within the City's judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 18.12 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.
- 18.13 No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
- 18.14 Metal cleats will be permitted at Corinth Community Park Baseball field 4 only. Metal cleats are not allowed on any other City of Corinth field.

## **SECTION 19. UNLAWFUL ACTIVITIES**

- 19.01 The Association shall not engage in any activities on the Premises, which violate any existing state, federal, local law or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

## **SECTION 20. ADULT SOFTBALL**

- 20.01 Softball Association agrees to take over and run Adult men's and coed softball throughout the year.
- 20.02 Association will follow the same rules and regulations set forth in this contract.
- 20.03 Association will submit all paperwork and follow deadlines set forth in this contract.
- 20.04 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment along with team registration report will be due to the City 30 days after the close of each season registration.

## **SECTION 21. EXHIBITS**

- 21.01 The City and the Association agree that the exhibits attached to this Agreement are incorporated into the Agreement as if set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits are:
- Exhibit A – Field Allocation and Season Dates
  - Exhibit B – Schedule of Required Documents and Deadlines
  - Exhibit C - 2016 Proposed Tournament Dates
  - Exhibit D – Co-Sponsorship Growth Application

## **SECTION 22. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES**

- 22.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received and may terminate this Agreement.
- 22.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Recreation Specialist at the following address:

Parks and Recreation Manager  
Corinth Parks and Recreation Department  
3300 Corinth Parkway  
Corinth, Texas 76208  
Phone (940) 498-3248  
e-mail: Jason.cao@cityofcorinth.com

**SECTION 23. TERM**

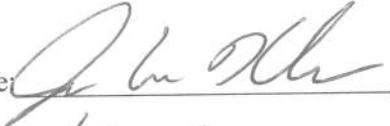
The Association will sign an Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed annually for all current Corinth Association members. This Agreement is effective January 1, 2016 through December 31, 2016. Thereafter, the Agreement must be renewed prior to the Association advertising and taking registration for a new season.

**SECTION 24. AGREEMENT APPROVAL**

The persons executing the Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association, warrant that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

**SECTION 25. DEFAULT AND TERMINATION**

If the Association violates any term of the Agreement, or if fails to timely pay an invoice submitted for a service provided under this Agreement, the City may declare the Association in default and terminate or suspend the Agreement, upon 10 days written notice. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses their co-sponsorship status, they will forfeit all rights to co-sponsored use of all athletic fields, concession privileges, and field lights. Notices are deemed effective upon mailing or personal delivery.

Signature:   
Association: LCQSA  
Date: 11/23/2015

City Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit "A"

FIELD ALLOCATION AND SEASON DATES

2016

<b>Association</b>	<b>Location</b>	<b>Dates</b>
Baseball Association	Baseball Fields 4-9	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
	Multi-Purpose Fields 1-4 Southside	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>
Softball Association	Softball Fields 1 – 3	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Monday/Tuesday night during the month of June.
		Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>
	Backstops 1 – 2	January 1 <sup>st</sup> – December 31 <sup>st</sup>
Soccer Association	Soccer Fields 3 of 4 fields	Spring February 14 <sup>th</sup> – May 31 <sup>st</sup> Fall August 1 <sup>st</sup> – November 23 <sup>rd</sup>

Exhibit "B"

SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES  
2016

1. **January 8** - Co-Sponsorship Agreement due, Association bylaws, board member names, addresses and phone numbers due.
2. **January 8** - Point of contact for Jason, field issues and Melissa, field availability due
3. **January 8** - Dates for 2016; practice and game start and end dates, tryout dates for fall and spring, and bye week dates due.
4. **January 8** - Schedule of upcoming board meetings due with Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 8** – Financial statements from previous year.
6. **February 1** – 2016 Tournament dates and needs.
7. **One week prior to first practice** - Proof of Insurance due.
8. **5 business days prior to first practice** - Practice schedule due in SAMS calendar form.
9. **5 business days prior to first game** – Game schedule due in SAMS calendar form.
10. **One week prior to concession stand opening** – Valid health permit and food handling card.
11. **March 15** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
12. **October 18** – Fall Nonresident, Participation Fees, Health Permit, upper concession stand at baseball, and participation list of all individuals registered due.
13. **October 15** –Co-Sponsorship growth application due if association is needing more field space. See Exhibit "D"

If City determines Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received, and may terminate this Agreement.

Exhibit "C"

2016 PROPOSED TOURNAMENT DATES  
Baseball and Softball Fields

- March 4 – 6, 2016
- April 1 – 3, 2016\*
- May 27-30, 2016\*
- June 3 – 5, 2016
- June 10 – 12, 2016
- June 16-19, 2016
- October 14 – 16, 2016\*

\* During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association.



Exhibit "D"  
**CITY OF CORINTH**  
**CO-SPONSORSHIP GROWTH APPLICATION**

<b>Section 1: ASSOCIATION INFORMATION</b>		Is association a registered non-profit organization: Yes or No
Association Full Name:	Tax ID:	
Street Address:	Contact Name:	Contact Phone Number:
City, State, Zip Code:	Contact Email Address:	
<b>SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE</b>		
<b>SECTION 3: ASSOCIATION REQUIREMENTS</b>		
<b>A. Participant Information:</b>		
How many participants does your association service?	Fall:	Spring:
How many participants are Corinth residents?	Fall:	Spring:
Anticipated growth, residents?	Fall:	Spring:
Anticipated growth, non-residents?	Fall:	Spring:
<b>B. Field Requirements:</b>		
Current field(s) assignment?	Fall:	Spring:
What additional field(s) would your association need access to?	Fall:	Spring:
Does your association require access to lighted fields?	Fall:	Spring:
How many days a week would your association need access to the fields?	Fall:	Spring:
What times would your association need access to the fields?	Fall:	Spring:
What dates would the association need access to the fields for practice, games, playoffs, etc.	Fall:	Spring:
<b>Association President:</b> _____ <b>Date:</b> _____ <p style="text-align: center;"><i>Please submit application and requested documentation by October 15, 2016.</i></p>		

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Interlocal with Denton Co. for Fire Service

**Submitted For:** Curtis Birt, Chief

**Submitted By:** Curtis Birt, Chief

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

**AGENDA ITEM**

Consider and act on 2016-2017 Interlocal Cooperative Agreement with Denton County for Fire Protection Services in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area

**AGENDA ITEM SUMMARY/BACKGROUND**

Lake Cities Fire Department provides FIRE and EMS services to the unincorporated areas of this jurisdiction for the county. Denton County will pay an annual estimated fee of \$25,750 for Fire calls.

Breakdown of Revenue

\$10,000 for contract

\$525/call at an estimate 30 calls = \$15,750

Any calls above 30 = \$525/call

**RECOMMENDATION**

FD recommends approval of the Interlocal Agreement with Denton County for Fire Protection services

**Attachments**

ILA Fire

**THE COUNTY OF DENTON**

§  
§  
§  
§

**CITY OF CORINTH  
FIRE DEPARTMENT**

**STATE OF TEXAS**

**INTERLOCAL COOPERATION AGREEMENT  
FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of October 1, 2016, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Corinth Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.  
**TERM**

The term of this Agreement shall be for the period beginning of October 1, 2016, and ending September 30, 2017.

II.  
**SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the

**COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Lake Cities*" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.  
**PERFORMANCE OF SERVICE**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.  
**COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$525.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2016, to September 30, 2017. The **COUNTY** anticipates the **AGENCY** to run approximately **30** fire calls for a total funding of **\$15,750.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$25,750.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.  
**FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.  
**RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.  
**RESPONSIBILITY OF THE AGENCY**

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.  
**APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.  
**DEFAULT**

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.  
**TERMINATION**

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.  
**GOVERNMENTAL IMMUNITY**

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.  
**ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.  
**SEVERABILITY**

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

XV.  
**AUTHORITY**

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

**XVI.**  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

**EXECUTED** in triplicate originals on the dates set forth below.

**COUNTY**

Denton County, Texas  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

**AGENCY**

The City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76208

By \_\_\_\_\_  
Mary Horn  
Denton County Judge

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Acting on behalf of and by the  
authority of Denton County  
Commissioners Court of  
Denton County, Texas

Acting on behalf of and by the  
authority of the City of Corinth

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

BY: \_\_\_\_\_  
Denton County Clerk

BY: \_\_\_\_\_  
City Secretary

**APPROVED AS TO CONTENT:**

BY: \_\_\_\_\_  
Denton County Fire Marshal

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Assistant District Attorney

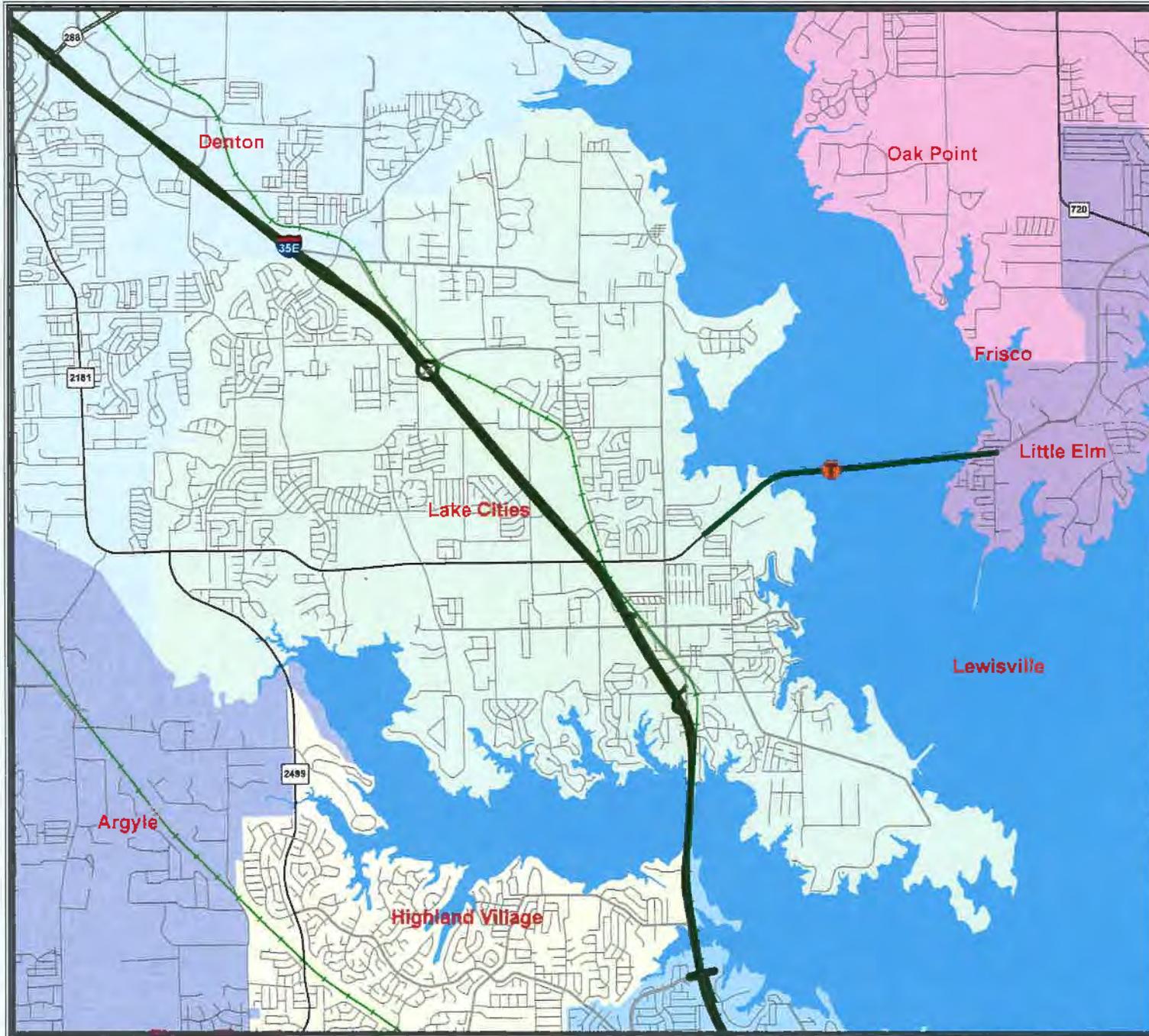
**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to  
accomplish and pay the obligation of Denton County under this Contract/Agreement.

\_\_\_\_\_  
James Wells, Denton County Auditor

# DENTON COUNTY

## Lake Cities Fire District



**Legend**

- WILLOW FALL
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR FUTURE OUTSTATION
- MINOR FUTURE
- COUNTY ROAD
- RAILROADS
- SEWER
- STREAMS
- LAKES & PONDS

**City Population**

- Denton > 100,000
- Little Elm 40,000 - 100,000
- Carrollton 10,000 - 40,000
- Waxahatchee 5,000 - 10,000

**North Arrow**

1 inch = 1.1 miles  
September 28, 2016

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or financial purposes. It shall not be relied upon in any way without consultation to any user.

Denton County does not guarantee the completeness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

**CONTACT INFORMATION**  
 LANGRISH@DENTONCOUNTY.COM  
 LANGRISH@DENTONCOUNTY.COM  
 E-MAIL: gis@dentoncounty.com



DEPARTMENT OF TECHNOLOGY SERVICES

**DTS**

DENTON COUNTY

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Interlocal with Denton Co. for EMS

**Submitted For:** Curtis Birt, Chief

**Submitted By:** Curtis Birt, Chief

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

**AGENDA ITEM**

Consider and act on 2016-17 Interlocal Cooperative Agreement with Denton County for EMS services in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area.

**AGENDA ITEM SUMMARY/BACKGROUND**

?Lake Cities Fire Department provides fire and EMS services to the unincorporated areas of this jurisdiction for the county. Denton County will pay an annual estimated fee of \$23,167 for EMS calls.

?Breakdown of revenue

Population \$16,504.66

\$250.99/Call for an estimated 21 calls = \$5,270.73

2.03 miles of coverage = 1,391.33

**RECOMMENDATION**

The Fire Department recommends approval of the Interlocal Agreement with Denton County for EMS services.

**Attachments**

ILA EMS

**THE COUNTY OF DENTON**

§  
§  
§  
§  
§

**THE CITY OF CORINTH  
(AKA LAKE CITIES)  
AMBULANCE SERVICES**

**STATE OF TEXAS**

**INTERLOCAL COOPERATION AGREEMENT  
AMBULANCE SERVICE**

THIS AGREEMENT, which has an effective date of October 1, 2016, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Corinth, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.  
**TERM**

The term of this Agreement shall be for the period beginning of October 1, 2016, and ending on September 30, 2017.

II.  
**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
  2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.  
**SERVICES**

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing

in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.  
**PERFORMANCE OF SERVICES**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY**'s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.  
**COMPENSATION**

**COUNTY** agrees to pay to the **AGENCY** an estimated fee of \$23,167.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4815 per capita; said sum computes to \$16,504.66.
2. A fixed sum of \$250.9870 per ambulance transport for an estimated maximum amount of \$5,270.73. Said sum is based upon 21 transports made by the **AGENCY** in fiscal year 2016.
3. A fixed sum based on 2.03 rural miles in the agreed operating territory; said sum computes to \$1,391.33.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.  
**FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.  
**RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.  
**RESPONSIBILITY OF THE AGENCY**

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.  
**APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

**X.**  
**DEFAULT**

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

**XI.**  
**TERMINATION**

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**XII.**  
**GOVERNMENTAL IMMUNITY**

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.  
**ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.  
**SEVERABILITY**

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

XVI.  
**AUTHORITY**

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

**EXECUTED** in triplicate originals on the dates set forth below.

**COUNTY:**

Denton County, Texas  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

By \_\_\_\_\_  
Mary Horn  
Denton County Judge

**AGENCY:**

The City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76208

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Acting on behalf of and by the authority of Denton County Commissioners Court of Denton County, Texas

Acting on behalf of and by the authority of the City of Corinth

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Denton County Clerk

BY: \_\_\_\_\_  
City Secretary

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Assistant District Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Denton County under this Agreement.

\_\_\_\_\_  
James Wells, Denton County Auditor

# DENTON COUNTY

## Lake Cities EMS District



**LEGEND**  
 INTERSTATE  
 U.S. HIGHWAY  
 STATE HIGHWAY  
 ROAD TO DISTRICT  
 MAJOR THOROUGHFARES  
 MINOR ROADS  
 CEMETERY  
 RAILROADS  
 AIRPORTS  
 STREAMS  
 LAKES & PONDS

**City Population**  
 Denton ~ 100,000  
 Lewisville 40,000 - 100,000  
 Carroll 15,000 - 20,000  
 Singer 1,000 - 1,500  
 Source: 2000

1 inch = 1.1 miles  
 September 28, 2010

This product is for informational purposes only and has not been prepared for use as a basis for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and does not show the appropriate means location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. The product may be revised at any time without notification to any user.

**CONTACT INFORMATION**  
 LANDMARK MAP GIS: gis@dentoncounty.com  
 E-MAIL: gis@dentoncounty.com



**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Terrace Oaks, Phase One Concrete Batch Plant Temporary SUP

**Submitted For:** Fred Gibbs, Director

**Submitted By:** Lori Levy, Senior Planner

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

---

**AGENDA ITEM**

TO HEAR PUBLIC OPINION REGARDING A REQUEST BY THE APPLICANT RICHARD FRONTERHOUSE, WITH GLENN THURMAN, INC., AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNER MERITAGE HOMES OF TEXAS, LLC., FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW A “TEMPORARY CONCRETE BATCH PLANT” ON PROPERTY ZONED PLANNED DEVELOPMENT (PD) SF-4, SINGLE-FAMILY RESIDENTIAL DISTRICT ON APPROXIMATELY 0.568 ACRES OUT OF A TOTAL 31.368 ACRE TRACT OF LAND SITUATED IN THE WILLIAM C. GARRISON SURVEY, ABSTRACT NO. 508, THE WILLIAM WILSON SURVEY, ABSTRACT NO. 1383 AND THE D.A. WARE SURVEY, ABSTRACT NO. 1580, CITY OF CORINTH, DENTON COUNTY, TEXAS. THIS PROPERTY IS LOCATED ON THE EAST SIDE OF POST OAK DRIVE, NORTH OF LAKE SHARON DRIVE.

**BUSINESS:**

Consider and act on a Specific Use Permit (SUP) to allow a “Temporary Concrete Batch Plant” for approximately thirty days on property zoned Planned Development (PD) SF-4, Single-Family Residential District on approximately 0.568 acres out of a total 31.368 acre tract of land situated in the William C. Garrison Survey, Abstract No. 508, the William Wilson Survey, Abstract No. 1383 and the D.A. Ware Survey, Abstract No. 1580, City of Corinth, Denton County, Texas. This property is located on the east side of Post Oak Drive, north of Lake Sharon Drive.

**AGENDA ITEM SUMMARY/BACKGROUND**

A Temporary Concrete Batch Plant is proposed for a duration of approximately thirty days, on approximately 0.568 acres out of the recently approved planned development for Terrace Oaks, Phase One. Terrace Oaks, Phase One is located on the east side of Post Oak Dr., north of Lake Sharon Dr. The temporary SUP is being requested in order to pave public right-of-way that is being dedicated to the City as part of the development of the proposed 108 single-family lot residential subdivision and 7 common area lots for phase one. The property is zoned Planned Development (PD) SF-4, Single-Family Residential District. The preliminary and final plat for the single-family subdivision was approved by the Planning and Zoning Commission on April 18, 2016.

“Concrete Batch Plants” are only allowed by-right in the U-1, Utility District with conditional standards. All other zoning districts require approval of a Specific Use Permit (SUP) with conditional standards. The applicant is meeting or exceeding all Conditional Standards for a Concrete Batch Plant per Section 2.07.04 of the Unified Development Code, as well as all requirements of the Texas Commission on Environmental Quality.

The maximum height of the “wet” batch plant stackers will be 20’ tall, and the closest distance from a single-family residential property line will be 300’ and 940’ from the furthest point. The batch plant stackers and equipment will not have lighting and will produce a noise level of an average of 75 dB (decibels) and will only produce 85 dB on start-up of the mixer. The average of 75 dB is typical of noise produced by a vacuum cleaner or average radio and 85 dB is typical of heavy traffic, a noisy restaurant or a power lawn mower.

Prior to the public hearing, staff asked the applicant to meet with the adjacent residents and address any concerns. The applicant stated that they have met with several of the adjacent residents and will continue to meet with the remaining adjacent residents prior to the public hearing. Please see the attached letters of support submitted by the

applicant.

**NOTIFICATION TO PUBLIC**

Prior to the Planning and Zoning Commission meeting and the City Council meeting, public hearing notifications were sent to 15 property owners located within 200’ of the subject property. Notification of the Council meeting was advertised within the Denton Record Chronicle in accordance with State law and notices of public hearing were posted on the subject property along Post Oak Drive.

At the Planning and Zoning Commission meeting, one (1) person spoke in favor of the request and one (1) person asked a question regarding water run-off from the Concrete Batch Plant operations. The applicant stated that there is a polymer lined wash pit for washing equipment, and any remaining standing water is pumped and removed off-site.

Please see the Conditional Development Standards for Concrete Batch Plants below:

<b>CONDITIONAL DEVELOPMENT STANDARDS 2.07.04 (7). CONCRETE BATCH PLANT</b>	
<b>Required</b>	<b>Proposed</b>
All Buildings and Equipment fenced with a chain link fence	10’ Chain Link Fence
Site Plan meeting all of the following requirements:  1. Provide Site Plan 2. Building Permit Approved 3. Min. Setback from all neighboring Residential Districts = 300’ 4. Vehicular Access paved sufficiently to allow Emergency Vehicle Access  5. Copy of TCEQ (Texas Commission on Environmental Quality) approved permit prior to issuance of Building Permits  6. Council may impose additional conditions	Site Plan Attached Pending SUP Approval  Min. 300’ Internal access limed and compacted  TCEQ Permit Pending  TBD

**2.04.04 SF-4 Single-Family Residential (Detached) - Development Standards**

1. UDC 2.07.07 **Accessory Buildings and Uses** shall apply, except as shown on the attached Site Plan.
2. UDC 2.09.01 **Landscape Regulations** shall not apply.
3. UDC 2.09.02 **Tree Preservation Regulations** shall apply.
4. UDC 2.09.03 **Vehicle Parking Regulations** shall not apply.
5. UDC 2.09.04 **Building Façade Material Standards** shall not apply.
6. UDC 2.09.05 **Residential Adjacency Standards** shall not apply.
7. UDC 2.09.06 **Nonresidential Architectural Standards** shall not apply.
8. UDC 2.09.07 **Lighting and Glare Regulations** shall apply.
9. UDC 4.01 **Sign Regulations** shall apply.

10. UDC 4.02 **Fence and Screening Regulations** shall apply, except as shown on the attached Site Plan.

**FINANCIAL SUMMARY**

**Source of Funding:** No funding is required.

**RECOMMENDATION**

**PLANNING AND ZONING COMMISSION RECOMMENDATION**

On November 14, 2016, the Planning and Zoning Commission recommended **Approval**, subject to staff stipulations.

**STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the Temporary SUP, subject to the following:

1. TCEQ permit approval.
2. The SUP shall expire no later than the 30<sup>th</sup> day from the date of issuance of building permits for the Temporary Concrete Batch Plant.
3. The SUP may be revoked upon removal of the Temporary Batch Plant operations.
4. After the SUP has expired, the property owner and tenant, if any, shall clean the site and remove all materials associated with the SUP.

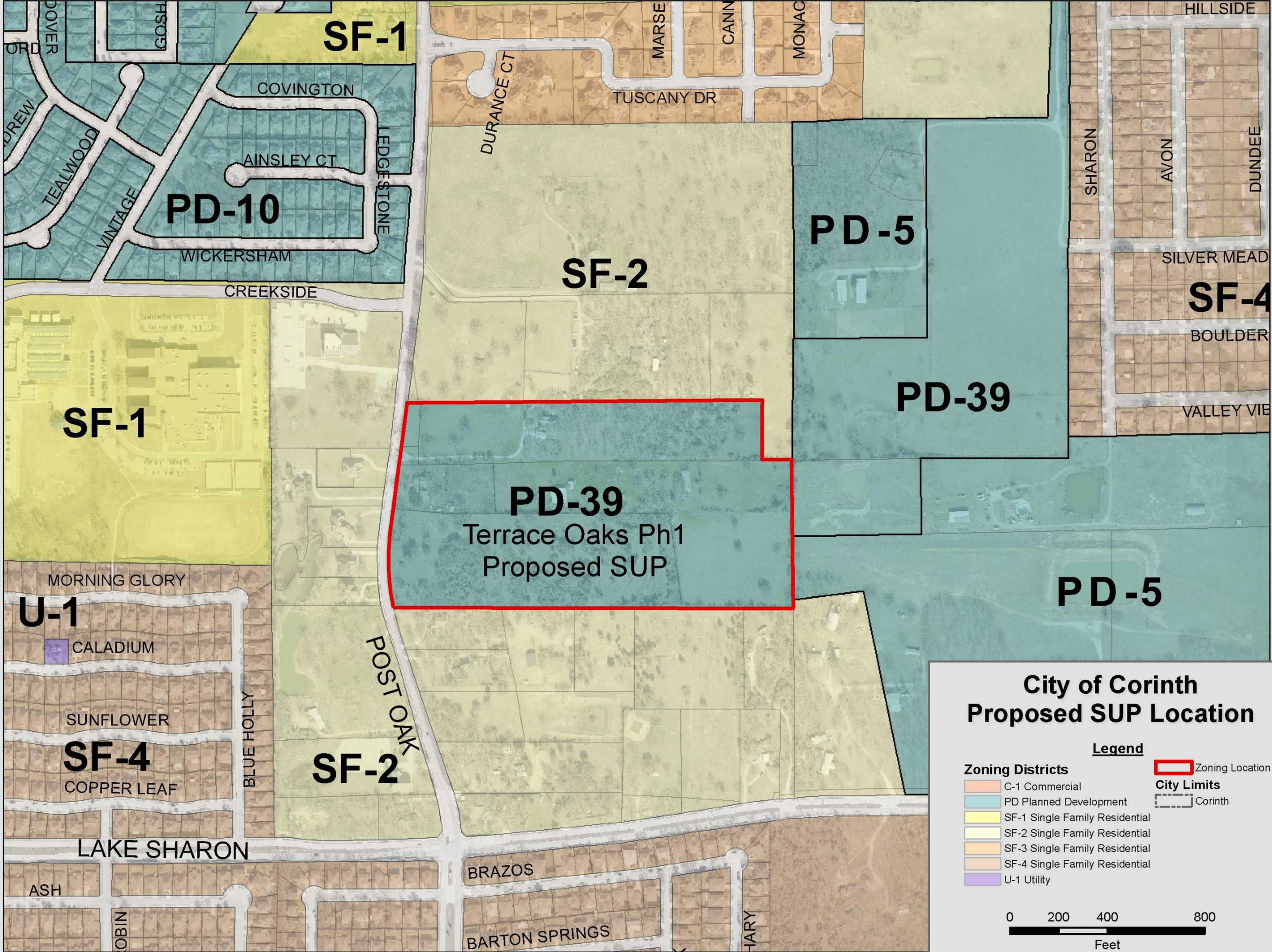
The Concrete Batch Plant will only be in operation for approximately 7 days, and on-site a total of two weeks, including set-up and tear-down of equipment. The batch plant will be less intrusive to the adjacent single-family residential homes than a traditional pour of concrete that would have numerous concrete truck traffic, continuous noise and dust, and a longer construction period. The proposed Temporary Concrete Batch Plant will be on-site for approximately two weeks, and will allow the concrete to be self-contained within the equipment and poured on-site, as opposed to being continuously trucked-in.

In addition to the requirements of the Unified Development Code, Concrete Batch Plants are also regulated and must apply for permits with the Texas Commission on Environmental Quality and must comply with all State requirements.

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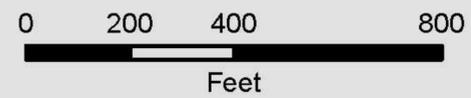
**Attachments**

- SUP Locator Map
  - Letter of Intent
  - TCEQ Application Packet
  - Site Plan
  - Map of Distances to Residential
  - Ordinance
  - Terrace Oaks Batch Plant Support Letter
-



### City of Corinth Proposed SUP Location

- Legend**
- Zoning Districts**
- C-1 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
- City Limits**
- Corinth
- Zoning Location





Flatland Environmental, LLC  
P.O. Box 245  
Pilot Point, TX 76258  
940-783-7770  
[rlfhouse@flatlandenvironmental.com](mailto:rlfhouse@flatlandenvironmental.com)

October 19, 2016

City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Re: Concrete Batch Plant Standards – Terrace Oaks / Glenn Thurman, Inc. (GTI) –  
SUP Comments from the City of Corinth dated 10-13-16

Ms. Levi,

Per your comment notes, please find the attached Threshold Worksheet.

Glenn Thurman Inc. is requesting a 30-day SUP for temporary concrete batch plant at the Terrace Oaks subdivision. In reality, batching activities of the plant will only take approximately 10 days. However, we are asking for a 30-day permit to cover for any inclement weather that could stop production.

Plant batching hours are to occur, per TCEQ regulations, from 7AM-6PM, Monday – Saturday.

Please do not hesitate to contact me with any questions or concerns.

Regards,

Richard Fronterhouse  
Manager

Enclosed: City Traffic Threshold Analysis



Traffic Impact Analysis
Threshold Worksheet

Land Development and Subdivision Regulations Ordinance No. 99-12-02-37 provides that a Traffic Study may be required with preliminary plat applications. If the proposed development exceeds one or more of the three threshold criteria listed below, a traffic study will be required to be submitted with the preliminary plat application. Otherwise, for projects that do not exceed any of the three criteria, a Traffic Study Threshold Worksheet must be submitted and approved by the City's Engineer prior to submittal of the preliminary plat application. Please describe in detail your evaluation of each criteria listed below. Additional sheets may be attached if necessary.

Criteria #1: The development exceeds parking 100 spaces average per driveway.

No. Approximately 25-30 employees will visit the site daily.

Criteria #2: Any driveway in the development is projected to serve 1000 or more vehicles per day.\*

No. Projected vehicle (truck traffic) will be approximately 200 for entirety of batching/paving operation

Criteria #3: Any driveway in the development is projected to serve 100 ingress vehicles or more in the design hour.\*

No. Approximately 25-30 employee vehicles/day and an additional 10-15 materials delivery (heavy trucks) per day.

\* Unless approved otherwise, trip generation rates should be based on the most recent edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.

I hereby certify that this project does not exceed any of the three threshold criteria shown above and therefore the development would not warrant a Traffic Study in accordance with Section 4.02(C)(4) of the Land Development and Subdivision Regulations Ordinance No. 99-12-02-37 of the City of Corinth.

Name: [Signature] Registration No. Date: 10-19-16

Firm: F.L.E. Phone: 940-783-7770 Fax:

For City Use Only: The requirement for a Traffic Study with this submittal is hereby waived:

Name: Title: Date:
Development Application Handbook 69 Date: 2016.06.08



**GLENN THURMAN, INC.**

P.O. Box 850842, Mesquite, TX 75185. Phone 972-286-6333 Fax 972-557-5096

September 29, 2016

TCEQ – Air Permits  
2309 Gravel Drive  
Fort Worth, TX 76118

I am submitting the following information with attachments regarding the utilization of a temporary concrete batch plant. Be advised that this temporary concrete batch plant will supply concrete for the street improvements on a public works project. This information is supplied as per the Standard Permit General Conditions.

Owner / Operator – Glenn Thurman, Inc.  
Standard Permit No. – 51497L015  
Customer Reference No. – CN600451538  
Batch Plant Permit – BP-7

Project Name – Terrace Oaks  
Plant Location – Located approximately 1315' N/E of the intersection of Lake Sharon Drive and Post Oak Road in Corinth, TX. Please see attached maps.

Concrete Plant Serial No. – 81207401  
TCEQ Account No. – 92-6984-E  
Regulated Entity No. – RN100765114  
Estimated Start Date – 11-1-16  
Estimated Completion Date – 11-14-16

Please give me a call should you have any concerns regarding this notification.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Fronterhouse', is written over a horizontal line.

Richard Fronterhouse  
Cell – 940-783-7770  
rlfhouse@flatlandenvironmental.com

Sent Via USPS for delivery on - 10-1-16



**Texas Commission on Environmental Quality**  
**Table 20**  
**Concrete Batch Plants**

The following table is designed to help you confirm that you meet the requirements of Title 30 Texas Administrative Code Chapter 116. Tables, checklists, and guidance documents pertaining to air quality permits are available from the Texas Commission on Environmental Quality Air Permits Division website at [http://www.tceq.texas.gov/permitting/air/air\\_permits.html](http://www.tceq.texas.gov/permitting/air/air_permits.html).

Please Complete the Following			
Company Name: Glenn Thurman, Inc.			
Plant identification or name: BP-7			
Type of plant:	<input type="checkbox"/> Permanent	<input checked="" type="checkbox"/> Temporary	<input type="checkbox"/> Specialty Mix
Type of batching that will be accomplished	<input type="checkbox"/> Wet (Rotary Mix Truck)	<input type="checkbox"/> Dry	<input checked="" type="checkbox"/> Central Mix
Maximum production rates: 285	cubic yards/hour	889,200	cubic yards/year
Maximum operations: 10	hours/day	6	days/week
		52	weeks/year
		3120	hour/year
Does the facility operate at night?			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is a completed table 11 "Fabric Filters," submitted with this application for each fabric filter?			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Silo Information:</b>			
How many silos will this plant have? 2			
What is the volume of each silo (cubic feet)? 1200 and 1400 cubic feet			
Explain the method of loading silo(s): Air forced discharge from tanker truck			
Is each silo equipped with overload warning device?			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
What type of abatement device will be used on silo vent(s)?			
How will the batch drop to truck or central mixer be controlled to prevent dust emissions?			
<input checked="" type="checkbox"/> Suction shroud with exhaust air to central fabric filter (If checked, attach a completed Table 11, "Fabric Filters.") <input type="checkbox"/> Flexible discharge spouts with water fog ring (If checked, attach design drawing.) <input type="checkbox"/> Other type of abatement device (If checked, explain in detail and attach design-drawing.)			
What is the distance from the water fog ring or central bag house stack to the nearest property line (ft.):			
How will the cement weigh hopper be vented?			
<input type="checkbox"/> Cement Fly Ash Silo Fabric Filter (If checked, attach a completed Table 11, "Fabric Filters.") <input checked="" type="checkbox"/> Central Fabric Filter (If checked, attach a completed Table 11, "Fabric Filters.") <input type="checkbox"/> Other (Please indicate)			

Save Form    Reset Form



**Texas Commission on Environmental Quality**  
**Table 20**  
**Concrete Batch Plants**

The following table is designed to help you confirm that you meet the requirements of Title 30 Texas Administrative Code Chapter 116. Tables, checklists, and guidance documents pertaining to air quality permits are available from the Texas Commission on Environmental Quality Air Permits Division website at [http://www.tceq.texas.gov/permitting/air/air\\_permits.html](http://www.tceq.texas.gov/permitting/air/air_permits.html).

<b>Please Complete the Following (continued)</b>	
Will the sand and aggregate be washed prior to delivery at your facility?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
What is the number of acres or square feet which will be covered by aggregate stockpiles?	
acres or	5000
square feet	
Water sprays will be used at the following locations:	
<input checked="" type="checkbox"/> Stockpiles	<input type="checkbox"/> Aggregate Bin Outlets
<input type="checkbox"/> Convey or Transfer Points	<input type="checkbox"/> Screens
How will plant roads be treated to prevent dust emissions?	
<input type="checkbox"/> Paved and Cleaned (asphalt or concrete)	<input type="checkbox"/> Chemical Sprayed
<input checked="" type="checkbox"/> Water Sprinkled	<input type="checkbox"/> Gravel
<input type="checkbox"/> Paved and Vacuumed	
Is there a generator or engine on site?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
[Note: If "YES," complete generator information below and submit a completed Table 29 entitled, "Reciprocating Engines."]	
<b>Generator Information</b>	
Make and model:	Caterpillar SR4
Maximum rated horsepower :	912 hp
Fuel type:	diesel
Percentage of sulfur content :	15%
Annual hours of operation:	3120
Distance to nearest property line (feet):	greater than 100 feet
NO <sub>x</sub> rating (specify in units):	17.2
<b>Fabric Filter</b>	
Fabric filter name or EPN:	VHC JP1083
Manufacturer's represented efficiency (%):	100% at 1 micron
Micron level(s) evaluated:	0-20

Save Form      Reset Form



**Texas Commission on Environmental Quality**  
**Table 11**  
**Fabric Filters**

Tables, checklists, and guidance documents pertaining to air quality permits are available from the Texas Commission on Environmental Quality (TCEQ) Air Permits Division (APD) Web site at [www.tncc.state.tx.us/permitting/airperm](http://www.tncc.state.tx.us/permitting/airperm).

1 Emission Point Number and name (from Process Flow Diagram) <sup>B</sup>				
2 Manufacturer and model number (if available) VH-1083				
3 Name of source(s) or equipment being controlled Temporary Concrete Batch Plant BP-7				
4 Type of particulate controlled cement, sand, aggregates, and related dust				
<b>5. GAS STREAM CHARACTERISTICS</b>				
Design Maximum Flow Rate (acfm)	Average Expected Flow Rate (acfm)	Gas Stream Temperature (°F)	Particulate Grain Loading (grain/scf)	
6500	6350	ambient	Inlet: 5	Outlet: .01
Pressure Drop (inches of H <sub>2</sub> O)	Water Vapor Content of Effluent Stream (lb water/lb dry air)		Fan Requirements	
4.55			hp 15	ft <sup>3</sup> /min 6500
<b>6. PARTICULATE DISTRIBUTION (By Weight)</b>				
Micron Range	Inlet (Percentage)		Outlet (Percentage)	
0.0-0.5				
0.5-1.0	99.9		99.9	
1.0-5.0				
5-10				
10-20				
over 20				
<b>7. FILTER CHARACTERISTICS</b>				
Filtering Velocity (acfm/ft <sup>2</sup> of Cloth)	Bag Diameter (inches)	Bag Length (feet)	Total Number of Bags	
6/1	6"	7'	99	
8 Bag rows will be <input type="checkbox"/> Staggered <input checked="" type="checkbox"/> Straight				
9 Will walkways be provided between banks of bags? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
10 Filtering material: polyester				
11 Describe bag cleaning method and cycle: high frequency air vibrator cleaning				
12 Capital installed cost \$ \$45,000 Annual operating cost \$ \$500				

Note: Attach the details regarding the principle of operation and an assembly drawing (front and top view) of the abatement device drawn to scale clearly showing the design, size and shape. If the device has bypasses, safety valves, etc., include in the drawing and specify when such bypasses are to be used and under what conditions.

TCEQ - 10179 [Revised 07-01-03]  
 Table 11 - This form for use by facilities subject to air quality permit requirements and may be revised periodically. (NSRG 7510 v3)



**MODEL JP "JET PULSE"  
CENTRAL DUST COLLECTORS**

**SPECIFICATIONS**  
Jet-Pulse Dust Collector

Model	Cloth Area (Sq. Ft.)	No. of Bags	ACFM	Blower H.P.	A/C Ratio
VH-700JP	700	04	4,200	7.5	6:1
VH-1065JP	1063	99	6,500	15	6:1
VH-1094JP	1094	100	6,500	15	6:1
VH-1203JP	1203	110	7,200	15	6:1
VH-1432JP	1423	130	8,500	25	6:1

**Hagan Jet-Pulse Filter Bag**

Efficiency	99.9% At 1 Microns
Cloth Type	Polyester Felt
Cloth Weave	Polyester 065 (180m)
Permeability	25 to 45 CFM/Sq. Ft. @ 7.5 w.g.
Bag Weight	15.5 ± 1 Oz./Sq. Ft.
Construction	Needle punched self supported
Bag Length	84"
Bag Diameter	6"

**SPECIFICATIONS**  
MODEL VH-245JP

Cloth Filtering Area	245 Sq. Ft.
Number of Corridges	7
Corridge Diameter	8'00" O.D.
Corridge Length	36"
Cloth Type	Spun-Bound Polyester
Cloth Weight	7.7 Oz./Sq. Yd.
Permeability	20 CFM/Sq. Ft. @ 0.5" Water
Temperature Limit	200 Deg. F
Air Volume Inlets	600 CFM @ 0.5" Water
Exhaust Opening Size	0.24 Sq. Ft.
Efficiency	99.9% At 1 Microns



PO Box 683141  
Dallas, Texas 75265-3141  
Sales@VinceHagan.com  
1.800.354.3238

WWW.VINCEHAGAN.COM



THE INNOVATOR OF BATCH PLANT EXCELLENCE

**Dust Collection  
Systems**



**ENVIRONMENTAL INNOVATION** Since 1956 the Vince Hagan Company has been dedicated to innovation in keeping the environment safe and clean. Innovation that has led to the patented design of a horizontal mixer used in hazardous sludge remediation, reclaimers used to keep concrete job sites clean, and dust control systems for every application which are keeping the air we all breathe a whole lot cleaner.

WWW.VINCEHAGAN.COM

**Texas Commission on Environmental Quality  
Air Quality Standard Permits  
General Requirements Checklist  
Title 30 Texas Administrative Code §§116.610-116.615**

Check the most appropriate answer and include any additional information in the spaces provided. If additional space is needed, please include an extra page and reference the rule number. The SP forms, tables, checklists, and guidance documents are available from the TCEQ, Air Permits Division web site at:  
www.tceq.texas.gov/permitting/air/nav/standard.html.

Most Standard Permits require registration with the commission's Office of Permitting, Remediation, and Registration in Austin. The facilities and/or changes to facilities can be registered by completing a Form PI-1S, "Registration for Air Standard Permit." This checklist should accompany the registration form to expedite any registration review.

CHECK THE MOST APPROPRIATE ANSWERS AND FILL IN THE REQUESTED INFORMATION		
Rule	Questions/Description	Response
116.610(a)(1)	Are there net emissions increases associated with this registration?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	<i>If "YES," will net emission increases of air contaminants from the project, other than those for which a National Ambient Air Quality Standard (NAAQS) has been established, meet the emission limits of § 106.261 or § 106.262?</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	<i>If "NO," does the specific standard permit exempt emissions from this limit?</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Attach emissions summary and calculations:		
116.610(a)(3)	Do any of the Title 40 Code of Federal Regulations Part (CFR) 60, New Source Performance Standards apply to this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If "YES," list subparts:</i>		
116.610(a)(4)	Do any Hazardous Air Pollutant requirements apply to this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If "YES," list subparts:</i>		
116.610(a)(5)	Do any maximum achievable control technology (MACT) standards as listed under 40 CFR Part 63 or Chapter 113, Subchapter C (National Emissions Standard for Hazardous Air for Source Categories) apply to this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If "YES," list subparts:</i>		
116.610(a)(6)	Will additional emission allowances under Chapter 101, Subchapter H, Division 3, Emissions Banking and Trading, need to be obtained following this registration?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
116.611(a)(1-6)	Is the following documentation included with this registration:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Emissions calculations including the basis of the calculations?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Quantification of all emission increases and/or decreases associated with this project?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	Sufficient information demonstrating that this project does not trigger PSD or NNSR review?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Description of efforts to minimize collateral emissions increases associated with this project?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Process descriptions including related processes?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Description of any equipment being installed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**Texas Commission on Environmental Quality  
Air Quality Standard Permits  
General Requirements Checklist  
Title 30 Texas Administrative Code §§116.610-116.615**

Rule	Question/Description	Response
116.614	Are the required fee and a copy of the check or money order provided with the application?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
116.615(1)	Will emissions from the facility comply with all applicable rules and regulations of the commission adopted under Texas Health and Safety Code, Chapter 382, and with the intent of the Texas Clean Air Act?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
116.615(2)	Do you understand that all representations with regard to construction plans, operating procedures, and maximum emission rates in this registration become conditions upon which the facility will be constructed and operated?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
116.615(3)	Do you understand that all changes authorized by this registration need to be incorporated into the facility's permit if the facility is currently permitted under §116.110 (relating to Applicability)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<i>List all related permit numbers.</i>		
BP-7	Job # 955	
116.615(9)617(e)(1)	Will all air pollution emission capture and abatement equipment be maintained in good working order?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
116.615(10)	Will the facility comply with all applicable rules and regulations of the TCEQ, the Texas Health and Safety Code, Chapter 382, and the Texas Clean Air Act?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**Save Form      Reset Form**

TCEQ 20335 (APDG 5803v1, Revised 05/14) Standard Permit General Requirements Checklist 116.610-116.617  
This form is used by sources subject to air quality permit requirements and may be revised periodically.

Page 2 of 2





# CONCRETE BATCH PLANT SITE PLAN FOR TERRACE OAKS PHASE 1

AN ADDITION TO THE CITY OF CORINTH  
DENTON COUNTY, TEXAS  
108 SINGLE-FAMILY LOTS  
31.368 ACRES



VICINITY MAP  
N.T.S.

- SHEET INDEX**
1. COVER SHEET
  2. FINAL PLAN
  3. CONCRETE BATCH PLANT SITE PLAN
  4. GRADING PLAN (WEST)
  5. GRADING PLAN (EAST)
  6. TREE SURVEY SHEET 1 OF 4
  7. TREE SURVEY SHEET 2 OF 4
  8. TREE SURVEY SHEET 3 OF 4
  9. TREE SURVEY SHEET 4 OF 4

**CAUTION! EXISTING UTILITIES**  
 CONTRACTOR SHOULD CALL 811 BEFORE ANY EXCAVATION OR CONSTRUCTION ACTIVITIES  
 ON THESE PLANS HAVE BEEN COMPLETED. THE INFORMATION PROVIDED  
 ON THESE PLANS IS BASED ON THE INFORMATION PROVIDED TO THE ENGINEER.  
 THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND PHOTOGRAPHIC SURVEYS  
 OF THE PROJECT AREA AND HAS IDENTIFIED ALL UTILITIES ENCOUNTERED.  
 THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES ENCOUNTERED  
 BEFORE ANY EXCAVATION OR CONSTRUCTION ACTIVITIES BEGIN.

**OWNER / DEVELOPER**  
 HERITAGE HOMES OF TEXAS, LLC  
 1840 CYPRESS WALKER BLVD., SUITE 100  
 GALLATIA, TX 75049  
 OFFICE 972.988.8579

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 ENGINEERING / PROJECT MANAGEMENT /  
 CONSTRUCTION SERVICES - P.O. BOX 47-0045  
 201 WHEAT CIRCLE, SUITE 200, W.F.L.E. TX. 75099  
 P.O. BOX 100100 - FORT WORTH, TEXAS 76101-0100

DATE: 22 September 2016  
 PROJECT NO.: 16111  
 DRAWING NO.: 16111-01

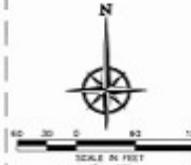
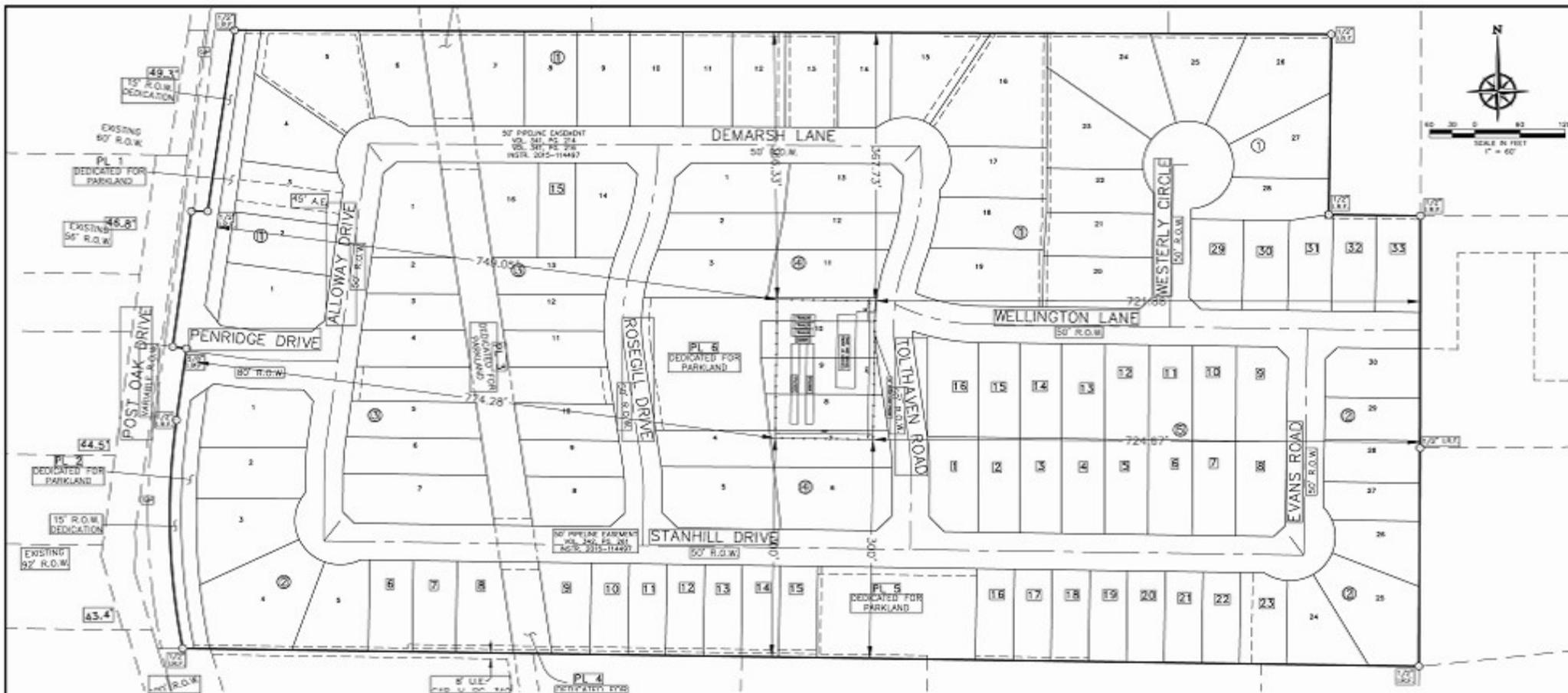






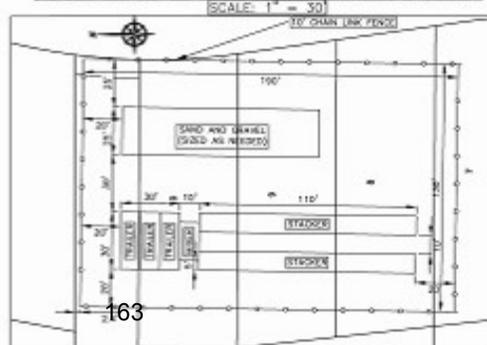
Glenn Thurman, Inc.  
Temporary Concrete Plant  
Terrace Oaks  
Corinth, TX





Site Data Summary		
	Existing	Proposed
Zoning	PD (S4-4)	SUP - Temporary Batch Plant
Land Use Designation	SF	SUP
Gross Acreage	0.568	0.568
Net Acreage	0.568	0.568
Number of Lots	N/A	3.5
Start of Construction	N/A	12/3/2016
End of Construction	N/A	1/3/2017
Days of Operation	N/A	Monday-Saturday
Hours of Operation	N/A	7am - 6pm

CONCRETE BATCH PLANT DETAIL



FOR INFORMATIONAL PURPOSES ONLY

SPDK CADD  
**SCENY THURMAN, INC.**  
 RICHARD TRIPLETT  
 P.O. BOX 80848  
 MESQUITE, TX 75145  
 (972) 298-6433  
 FAX: (972) 297-5008  
 RICHARD@SCENYTHURMAN.COM

DRAWN AND PLOTTED BY  
**WENDY HINES OF TEXAS, L.L.C.**  
 8842 CYPRESS WATERS BLVD., SUITE 100  
 DALLAS, TX 75248  
 (972) 380-6229  
 FAX: (972) 339-9171

LAND SURVEYOR  
**CRIPPIN SURVEYING CO., LLC**  
 805 AVONDA BL., SUITE 115  
 LONGVIEW, TX 75713  
 (903) 295-1560  
 FAX: (903) 295-1562  
 FIRM NO. 12002600 JSD NO.

CONCRETE BATCH PLANT SITE PLAN  
**TERRACE OAKS**

PHASE ONE  
 LOTS 1-24, BLOCK 1; LOTS 25-30, BLOCK 2;  
 LOTS 31-36, BLOCK 3; LOTS 37-42, BLOCK 4;  
 EST. LOTS 43-48, BLOCK 5

**31.368 ACRES**

BY A. WARR SURVEY & ENGINEERING, L.P.  
**WILLIAM C. GIBSON SURVEY & ENGINEERING, L.P.**  
 & **WILLIAM WELSH SURVEY & ENGINEERING, L.P.**  
 CITY OF COCKEY COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.  
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
 TEXAS FIRM REG. NO. 021140  
 201 WINDOZ CIRCLE, SUITE 200, WILEY, TX 75088  
 (972) 941-8400 FAX: (972) 941-8401  
 info@ecdesign.com w@ecdesign.com



928'H

921'H

906'H

930'H

810'PL

627'H

898'PL

565'PL

735'H

300'PL

940'PL

820'PL

922'PL

864'PL

910'PL

897'H

164

Post Oak Rd

**ORDINANCE NO. 16-12-01-\_\_**

**TERRACE OAKS CONCRETE BATCH PLANT**

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, ORDINANCE NO. 13-05-02-08 BY GRANTING A SPECIFIC USE PERMIT FOR A TEMPORARY CONCRETE BATCH PLANT FOR TERRACE OAKS, PHASE ONE ADDITION ON PROPERTY ZONED PLANNED DEVELOPMENT (PD), SF-4 SINGLE-FAMILY RESIDENTIAL DISTRICT ON APPROXIMATELY 0.568 ACRES OUT OF A TOTAL 31.368 ACRE TRACT OF LAND SITUATED IN THE WILLIAM C. GARRISON SURVEY, ABSTRACT NO. 508, THE WILLIAM WILSON SURVEY, ABSTRACT NO. 1383 AND THE D.A. WARE SURVEY, ABSTRACT NO. 1580, CITY OF CORINTH, DENTON COUNTY, TEXAS; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A 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 Planned Development, (PD) SF-4 Single-Family Residential under the City's Unified Development Code and a person having a proprietary interest in the property has requested a Specific Use Permit 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 Specific Use Permit for a Temporary Concrete Batch Plant for Terrace Oaks, Phase One Addition should be granted; and

**WHEREAS**, the City Council considered the following factors in making a determination as to whether the requested Specific Use Permit for a Temporary Concrete Batch Plant 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 has determined that the use will complement or be compatible with the surrounding uses and community facilities, contribute to, enhance or promote the welfare of the area of the Property and adjacent properties, and not be detrimental to the public health, safety or general welfare;

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

### **SECTION I - LEGAL PROPERTY DESCRIPTION; AMENDMENT**

The Unified Development Code of the City of Corinth, Ordinance No. 13-05-02-08, as amended, is hereby amended to permit a specific use permit for a Temporary Concrete Batch Plant for Terrace Oaks, Phase One Addition on approximately 0.568 acres out of a total 31.368 acre tract of land situated in the William C. Garrison Survey, Abstract No. 508, the William Wilson Survey, Abstract No. 1383 and the D.A. Ware Survey, Abstract No. 1580, City of Corinth, Denton County, Texas as described in the metes and bounds description set forth in "Exhibit A" attached.

### **SECTION II – SITE PLAN**

The Site Plan documents approved and described as “Exhibit B” attached hereto and made a part hereof for all purposes is approved, subject to TCEQ's approval of the required state permit. If such are approved by TCEQ, the Plan shall be adhered to in its entirety for the Temporary Concrete Batch Plant.

### **SECTION III – LAND USE REGULATIONS**

The regulations contained in the Unified Development Code of the City of Corinth, Ordinance No. 13-05-02-08, as amended, including Sections 2.04.04, 2.07.03 and 2.07.04.A.7., shall be adhered to except as follows:

- A. The SUP shall expire no later than the 30<sup>th</sup> day from the date of issuance of building permits for the Temporary Concrete Batch Plant.
- B. The SUP may be revoked upon removal of the Temporary Batch Plant operations.
- C. After the SUP has expired, the property owner and tenant, if any, shall clean the site and remove all materials associated with the SUP.

### **SECTION IV - ASSIGNABILITY; EXPIRATION**

The Specific Use Permit is non-transferrable. This Permit shall expire unless construction is commenced within six months from the date of approval of this ordinance.

**SECTION V – 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 VI – 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 VII – EFFECTIVE DATE**

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

**PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF DECEMBER, 2016.**

APPROVED:

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Pence, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”  
LEGAL DESCRIPTION  
31.368 ACRE TRACT**

BEING a 31.368 acre tract of land situated in the William C. Garrison Survey, Abstract No. 508, the William Wilson Survey, Abstract No. 1383 and the D.A. Ware Survey, Abstract No. 1580, City of Corinth, Denton County, Texas, and being a called 18.789 acre tract of land described in deed to Meritage Homes of Texas, LLC, recorded in Instrument 2015-107509, Deed Records, Denton County, Texas, Tracts One and Two described in deed to Meritage Homes of Texas, LLC, recorded in Instrument 2015-107059 of said Deed Records and Tracts 1-5, described in deed to Meritage Homes of Texas, LLC, recorded in Instrument 2015-107065 of said Deed Records, said 31.368 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod cap stamped ARTHUR SURVEYING found for the southwest corner of said Tract 1 and the southeast corner of a 0.377 acre tract of land described in deed to the City of Corinth, recorded in Volume 4165, Page 1727 of said Deed Records, said corner being the beginning of a non-tangent curve to the right having radius of 970.00 feet whose chord bears North 01 degrees 33 minutes 03 seconds West, a distance of 313.11 feet, said corner being in the east right-of-way line of Post Oak Drive, a variable width right-of-way and being in the north boundary line of Lot 1, Block A, Hess Addition, an addition to the City of Corinth, as recorded in Cabinet H, Page 340, Plat Records, Denton County, Texas;

THENCE with the east line of said 0.377 acre tract and said curve to the right, through a central angle of 18 degrees 34 minutes 33 seconds, an arc length of 314.48 feet to a 1/2-inch iron rod stamped ARTHUR SURVEYING found for the end of said curve;

THENCE North 07 degrees 44 minutes 14 seconds East, continuing with the east line of 0.377 acre tract, a distance of 98.93 feet to a 5/8 inch iron rod found for the northeast corner of said 0.377 acre tract and the northwest corner of said Tract 5, said corner being in the south line of said Tract One;

THENCE North 82 degrees 24 minutes 42 seconds West, with the south line of said Tract One, a distance of 18.47 feet to a point for corner within the concrete pavement of said Post Oak Drive;

THENCE North 07 degrees 37 minutes 57 seconds East, with the west line of said Tract One, a distance of 187.40 feet to a point for corner within the concrete pavement of said Post Oak Drive;

THENCE South 89 degrees 50 minutes 36 seconds East, with the north line of said Tract One, a distance of 21.54 feet to a 1/2-inch iron rod found for the northerly southwest corner of said 18.789 acre tract and the southeast corner of a 0.132 acre tract of land described in deed to the City of Corinth, as recorded in Volume 4378, Page 1804 of said Deed Records;

THENCE North 08 degrees 08 minutes 10 seconds East, with the common line of said 17.789 acre tract and said 0.132 acre tract, a distance of 250.77 feet to 1/2- inch iron rod with cap stamped ARTHUR SURVEYING found for the northwest corner of said 18.789 acre tract, said

THENCE Easterly, with the common boundary lines of said 18.789 acre tract and said 17.000 acre tract, the following courses:

South 89 degrees 46 minutes 39 seconds East, a distance of 1453.14 feet to a 1/2-inch iron rod found for corner;

South 00 degrees 46 minutes 13 seconds West, a distance of 247.19 feet to a 1/2-inch iron rod with cap stamped ARTHUR SURVEYING found for corner;

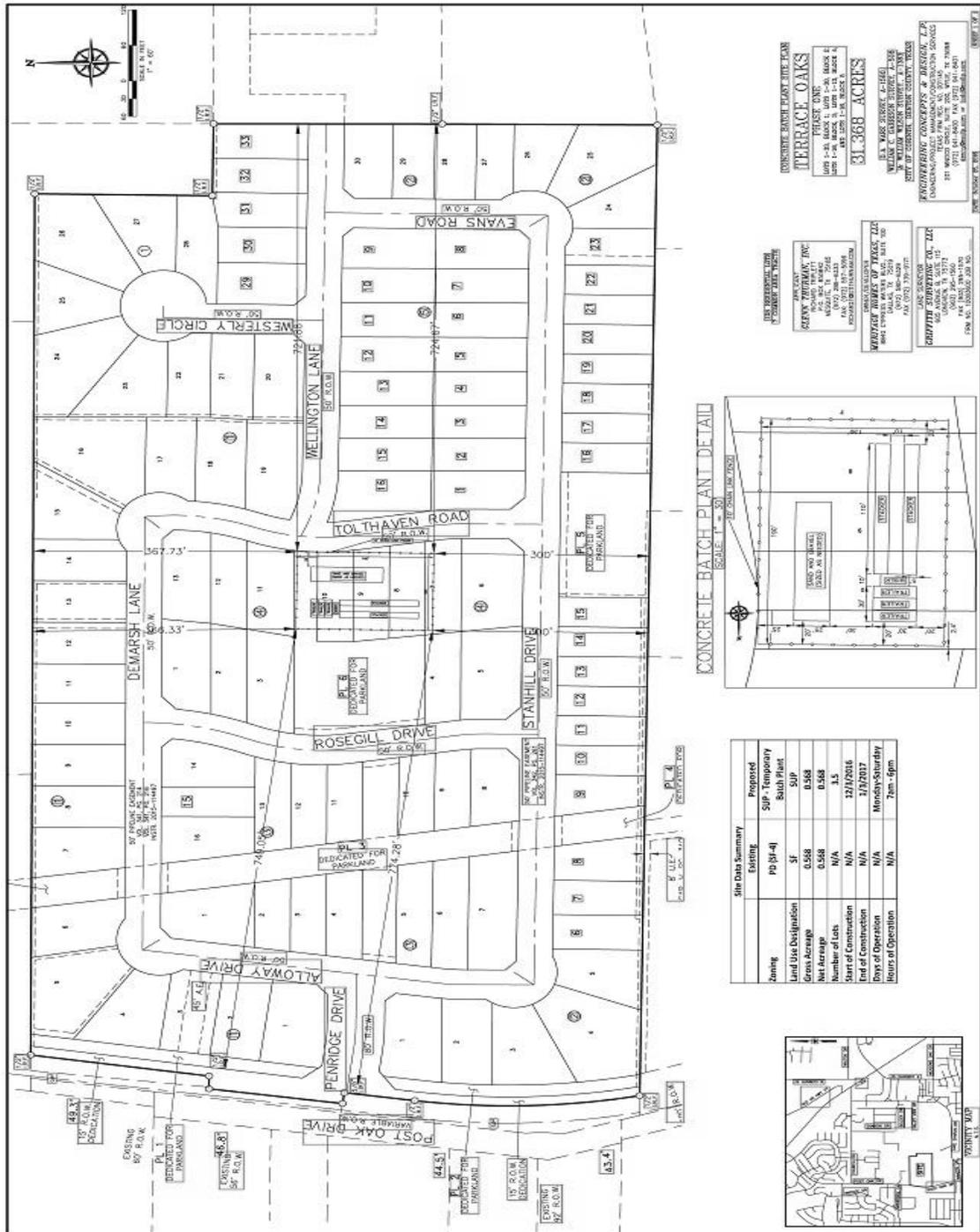
South 89 degrees 12 minutes 21 seconds East, a distance of 121.43 feet to a 1/2- inch iron rod found for the southwest corner of Lot 1, Block A of Haislip Family Farm, an addition to the City of Corinth, as recorded in Cabinet I, Page 181 of said Plat Records and the northwest corner of Lot 1, E. Blount Subdivision, an addition to the Town of Corinth, as recorded in Cabinet K, Page 268 of said Plat Records;

THENCE South 00 degrees 04 minutes 04 seconds West, with the common line of said E. Blount Subdivision and said 18.789 acre tract, a distance of 317.97 feet to a 1/2 inch iron rod found for the southwest corner of said E. Blount Subdivision and the northwest corner of a called 25.88 acre tract of land described in deed to FF Taylor Farms, LP, as recorded in Document 2009-96645 of said Deed Records;

THENCE South 00 degrees 18 minutes 25 seconds West, with the common line of said 18.789 acre tract and said 25.88 acre tract, a distance of 299.37 feet to a 1/2-inch iron rod found for the northerly southwest corner of said 25.88 acre tract and the northeast corner of a called 2.4973 acre tract of land described in deed to Gary Don Bird and Cynthia Ann Bird, as recorded in Document 2008-37892 of said Deed Records;

THENCE North 89 degrees 08 minutes 43 seconds West, with the south boundary lines of said 18.789 acre tract and said Tracts 1-4 and the north boundary lines of said 2.4973 acre tract, a called 4.266 acre tract of land described in deed to Byron Kyle Jones and Susan Ressler Jones, as recorded in Document 2010-125510 of said Deed Records, a called 2.00 acre tract of land described in deed to Peter Farrell and Angela Farrell, as recorded in Document 2011-45701 of said Deed Records, a called 3.79 acre tract of land described in deed to Peter Farrell and Angela Farrell, as recorded in Document 2009-68707 of said Deed Records and the aforementioned Hess Addition, a distance of 1637.88 feet to the POINT OF BEGINNING AND CONTAINING 1,366,397 or 31.368 acres of land.

**EXHIBIT "B"**  
**SITE PLAN DOCUMENTS**





Date: 11/08/2016

Lori Levy, AICP  
Senior Planner  
City of Corinth Planning & Development  
3300 Corinth Pkwy  
Corinth, TX 76208

RE: Letter of Support  
Terrace Oaks – Temporary Concrete Batch Plant

Ms. Levy,

Please accept this letter as our support in favor of the temporary concrete batch plan for Terrace Oaks.

Tina Imoeller

Signature

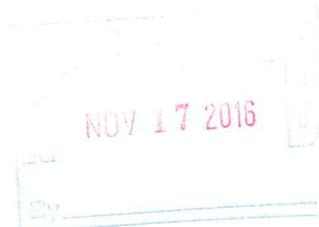
Tina Imoeller

Printed Name

2302 Post Oak Lane

Address

Corinth TX 76210



**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Chapter 380 Economic Development Program Policies and Procedures

**Submitted For:** Jason Alexander, Director

**Submitted By:** Jason Alexander, Director

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

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**AGENDA ITEM**

Consider and act on the proposed Chapter 380 Economic Development Agreement Policies and Procedures.

**AGENDA ITEM SUMMARY/BACKGROUND**

Chapter 380 of the *Texas Local Government Code*, Miscellaneous Provisions Relating to Municipal Planning and Development (Chapter 380) authorizes, but does not require municipalities to establish and provide for the administration of one or more programs for “for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality.” Enabled by Article III, Section 52-a of the Texas Constitution in 1987, as amended in 2005, it is an extremely popular economic development program leveraged by municipalities across the state to:

- Promote economic development activity;
- Create and retain jobs;
- Increase tax revenues;
- Increase opportunities for public input into development or redevelopment proposals;
- Expedite construction of local government projects;
- Create new businesses;
- Fund infrastructure; and
- Streamline projects.

Providing a specific policy for negotiating and considering incentives pursuant to Chapter 380 can be extremely beneficial and useful to municipalities, including Corinth, because (i) it serves as a means for regulating growth to ensure construction and development of the highest quality; (ii) it articulates the City's vision for encouraging and supporting meaningful economic development activity and a complementary mix of existing and new businesses; and (iii) it reinforces the City's desire to form strong public-private partnerships to secure sustainable economic growth and a very high quality of life.

The express intent of the proposed policy to establish a framework for how such incentives will be negotiated and considered, set minimum eligibility requirements and affirm that only City Council has the sole and absolute discretion to approve or deny any incentives. It must be duly noted that although the existing incentives policy references possible economic development incentives pursuant to Chapter 380, it does not establish a framework for evaluating potential incentives nor minimum requirements to be considered eligible. As such, this proposed policy addresses the aforementioned areas with great care and thought, while ensuring that Corinth's resources are leveraged carefully and wisely as it concerns project incentives.

On October 3, 2016, the Corinth Economic Development Corporation Board of Directors recommended approval of the proposed policy, subject to revisions from the City Council. During the November 15, 2016 Work Session, City Council requested greater clarity and increased flexibility concerning the eligibility of projects pursuant to Chapter 380 Economic Development Agreements. Those revisions were made, and are redlined (See Lines 167 - 170 and 173 of the Policy). During the same Work Session, City Council also requested staff include language that a cost benefit analysis (business pro forma) be provided. Staff included this language within a the application (See Page 5 of the Application Package, Letter 'N').

**RECOMMENDATION**

Staff recommends City Council approve the proposed Chapter 380 Economic Development Agreement Policies and Procedures.

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**Attachments**

Proposed Chapter 380 Economic Development Program Policies and Procedures

Application Form

PowerPoint Presentation

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Bill Heidemann, Mayor

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59 **ATTEST:**

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62 Kimberly Pence, City Secretary

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64

65 **APPROVED AS TO FORM:**

66

67

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68 City Attorney

69 **EXHIBIT "A"**

70 **CITY OF CORINTH, TEXAS**

71 **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM POLICIES AND PROCEDURES**

72  
73 **SECTION 1.**

74 **GENERAL STATEMENT OF PURPOSE AND POLICY**

75 The City of Corinth is dedicated to achieving and sustaining the highest quality of development in all areas  
76 of the City; and to a continuous improvement in the quality of life for its citizens. The City of Corinth has  
77 previously developed economic development programs and incentives designed to encourage high quality  
78 businesses and other commercial concerns to locate, expand and remain in the City of Corinth. Now the  
79 City of Corinth seeks to augment its economic development efforts to attract and retain high quality  
80 development and jobs by establishing these Chapter 380 Economic Development Program Policies and  
81 Procedures ("Policies and Procedures") as a guide when considering applications for economic  
82 development incentives.

83 These Policies and Procedures are established in an effort to develop and expand the local economy  
84 by promoting and encouraging development and redevelopment projects that enhance Corinth's economic  
85 base; diversifying and expanding employment opportunities across generational boundaries; and promoting  
86 projects that create additional revenue for Corinth, without substantially increasing demand on City services  
87 or infrastructure. Ultimately, the preeminent purpose of the programs established under these Policies and  
88 Procedures is to protect and augment the City's ability to continuously deliver first class municipal services  
89 for the safety, enjoyment and comfort of Corinth residents.

90 In furtherance of these goals, the City may elect, on a **case-by-case basis**, to give consideration to  
91 providing incentives to applicants in accordance with these Policies and Procedures as authorized by  
92 Chapter 380 of the *Texas Local Government Code*, as amended from time to time.

93 Nothing in these Policies and Procedures shall be intended to imply or suggest that the City is under  
94 any obligation to provide incentives to any applicant. All applicants shall be considered on a **case-by-case**

95 **basis.** Approval or denial of any incentives shall be at the sole discretion of City Council. Those applicants  
96 granted incentives as a Chapter 380 Economic Development Program, under these Policies and Procedures,  
97 shall be required to enter into an agreement with the City containing all of the terms required in Section 7,  
98 and as required by applicable state laws, in order to protect the public's interest of receiving a public benefit  
99 in exchange for public funds, assets and services invested to stimulate economic development in Corinth.

100

101

SECTION 2.

102

**DEFINITIONS**

103 Wherever used in these Policies and Procedures, the following terms shall have these meanings ascribed to  
104 them:

105 A. AGREEMENT: shall mean a contractual agreement between a property and/or business owner and  
106 the City for the purpose of providing one or more economic development programs.

107 B. BUSINESS PERSONAL PROPERTY: shall mean tangible personal property other than inventory  
108 and supplies:

- 109 1. that is subject to ad valorem taxation by the City;
- 110 2. that is located on the property subject to an incentive agreement;
- 111 3. that is owned or leased by the party to the incentive agreement; and
- 112 4. that was not located in the City prior to the effective date of the incentive agreement.

113 C. CITY: shall mean the City of Corinth, Texas.

114 D. CITY ATTORNEY: shall mean the City Attorney of the City of Corinth, Texas.

115 E. CITY COUNCIL: shall mean the City Council of the City of Corinth, Texas.

116 F. FULL-TIME JOB: shall mean:

- 117 1. employment of at least thirty-five (35) hours per week with full benefits, including at a  
118 minimum, health and disability insurance and retirement plan options;

- 119 2. employment with an average (mean) hourly wage equal to, or above that calculated by the  
120 United States Bureau of Labor for the Dallas-Fort Worth-Arlington Metropolitan Statistical  
121 Area; and  
122 3. does not include seasonal employment.
- 123 G. MIXED-USE: shall mean a project in which no more than fifty (50) percent of the total gross floor  
124 area will be used as residential space and no less than fifty (50) percent of the total gross floor area  
125 used for hotel, office, restaurant and/or retail uses as defined in the Corinth Unified Development  
126 Code as amended from time to time.
- 127 H. TARGET INDUSTRY: shall mean a business, structure or other project deemed vital to the City’s  
128 current, anticipated or ongoing growth and development needs and goals. The City has discretion  
129 to determine its “needs” from time to time as the City’s circumstances warrant, or as the City  
130 determines appropriate to meet or further its development or other economic goals.

131  
132 SECTION 3.

133 **PROGRAM REQUIREMENTS**

- 134 A. To be eligible for consideration to receive incentives as a Chapter 380 Economic Development  
135 Program, a project must first meet one or more of the minimum requirements set forth in Paragraph  
136 A.1. and one or more of the minimum requirements set forth in Paragraph A.2.:
- 137 1. The project:
- 138 (a) will result in a minimum increased taxable value for the City of Two Hundred and  
139 Fifty Thousand Dollars (\$250,000.00) in real property and/or business personal  
140 property (excluding inventory and supplies) per City fiscal year within the City  
141 limits;
- 142 (b) is a mixed use project intended to develop or revitalize key areas of the City zoned  
143 for mixed-use development that incorporates a variety of different retail,

144 restaurant, residential, office and/or hotel users within a coherent, high quality and  
145 sustainable setting; or

146 (c) is specifically determined by resolution of the City Council to bring public benefit  
147 to the City consistent with Section 1; AND

148 2. In addition, the project:

149 (a) will make a unique or unequalled contribution to the development or redevelopment  
150 efforts within the City limits due to its:

151 (1) benefit to the environment;

152 (2) financial magnitude;

153 (3) significance to the community; or

154 (4) superior functional or visual characteristics (e.g., architecture, landscape,  
155 land use, parking, signage, streetscapes, et cetera);

156 (b) will enhance the City's fiscal ability to provide high quality municipal services for  
157 the safety, comfort and enjoyment of Corinth residents;

158 (c) will enhance the City's public infrastructure by including the improvement and/or  
159 construction of infrastructure that may or may not be contiguous to the project, and  
160 may or may not be related to the project (e.g., drainage, lamp posts, parking, roads,  
161 sidewalks, water/sewer);

162 (d) will result in an additional increase of full-time jobs within the City; or

163 (e) is a target industry.

164 B. All projects shall be considered on a case-by-case basis. However, eligible projects meeting more  
165 than one requirement from Paragraphs A.1. and A.2. above will be preferred over projects that meet  
166 only the minimum of one requirement from Paragraphs A.1. and A.2. above.

167 C. Preference is given to projects that bring new wealth to the community by creating and attracting  
168 new business and development or by retaining and expanding existing businesses. Projects shall  
169 not be eligible for incentives if a building permit certificate of occupancy has been issued for the

170 project, or in the case of businesses that will not require a certificate of occupancy, if construction  
171 has already commenced prior to making an application in accordance with these Policies and  
172 Procedures. Notwithstanding the foregoing, the City shall have the sole and absolute discretion to  
173 authorize incentives for the retention and expansion of an existing business or project as determined  
174 appropriate by the City to meet the goals of these Policies and Procedures.

- 175 D. Incentives will be provided only to the extent that the revenue realized by the City, and attributable  
176 to the project, equals or exceeds the minimum amount established by the agreement. Furthermore,  
177 the public benefit or the amount of revenue realized by the City and attributable directly to the  
178 project must be commensurate with the value of any incentives granted under this program. The  
179 City retains the sole discretion to determine whether the standards set forth in these Policies and  
180 Procedures and/or executed agreements have been or will be met.

181  
182 SECTION 4.

183 **ADDITIONAL CONSIDERATIONS**

184 Additional factors to be considered by the Corinth Economic Development Corporation in deciding whether  
185 to recommend a project to City Council for incentives include:

- 186 A. the number and types of jobs to be created or retained;  
187 B. the market conditions and growth potential for the business activity;  
188 C. the financial capacity of the applicant to undertake and complete the proposed project;  
189 D. other incentive programs for which the applicant is qualified or has applied; and  
190 E. any other factors the Corinth Economic Development Corporation finds beneficial and/or relevant  
191 to accomplishing the City's economic development goals and objectives.

192  
193 SECTION 5.

194 **INCENTIVES**

195 As incentives to business and commercial enterprises, the City may provide economic development loans  
196 or grants to the enterprise in a lump sum payment or through installment payments as deemed appropriate  
197 by City Council and as expressly set forth in the terms of an agreement approved by City Council.

198

199

SECTION 6.

200

**APPLICATION PROCESS**

201 A. All applications for consideration as a Chapter 380 Economic Development Program shall be made  
202 on forms supplied by the Corinth Economic Development Corporation. Applications for incentives,  
203 and subsequent discussions under these Policies and Procedures, shall only occur **after** the project  
204 has been approved by the City (e.g., City Council, Planning and Zoning Commission and Planning  
205 and Development Department as applicable). Other than incentives for target industries, which City  
206 Council may review at any time in its discretion, applications submitted prior to City approval of  
207 any project will not be processed. Applicants may be required to furnish additional information to  
208 show compliance with the minimum requirements contained in Section 3 at any point in the  
209 application process. Eligible applications will be presented to the Board of Directors of the Corinth  
210 Economic Development Corporation first during their regular or special session. If the Board of  
211 Directors determines the applicant has met the minimum Program Requirements in Section 3, then  
212 the Executive Director will be permitted to collaborate with the applicant to propose an agreement  
213 in accordance with the terms in Section 7. The applicant and the Executive Director shall have at  
214 least thirty (30) working days to propose an agreement; and only after the Executive Director and  
215 the applicant have drafted a proposed agreement, will it be presented to the Board of Directors of  
216 the Corinth Economic Development Corporation for a recommendation to the City Council.

217 B. At its sole discretion, City Council may consider the proposed agreement, and may take action on  
218 the proposal as it deems appropriate. Under no circumstances shall anything in these Policies and  
219 Procedures, and/or anything in the application form and process create any property, contract or

220 other legal right for any person, entity or corporation to have the City Council consider or grant  
221 incentives.

222 C. Nothing within these Policies and Procedures shall be construed to prevent the City Council from  
223 modifying the terms and conditions of any incentives agreement recommended by the Corinth  
224 Economic Development Corporation to the City Council.

225 D. Information provided by applicants on the Application Form may be subject to release to the public  
226 pursuant to the Texas Public Information Act as codified in Chapter 552 of the *Texas Government*  
227 *Code*. However, certain information provided to the City in connection with an application under  
228 these Policies and Procedures may be confidential and not subject to public disclosure until the  
229 incentives agreement is executed. The City will respond to requests for disclosure as required by  
230 law, and will assert exceptions to disclosure as it deems relevant. The City will make reasonable  
231 attempts to notify applicants of the request so it may assert its own objections to the Attorney  
232 General.

233

234 SECTION 7.

235 **AGREEMENT TERMS**

236 An agreement established under a Chapter 380 Economic Development Program shall at minimum include:

237 A. a complete description of the location of the proposed program or projects included in the program;

238 B. a timetable and list of the kind of improvements or development that the program will include, and  
239 conditions to assure that the program meets or exceeds the City's requirements relating to property  
240 values and revenues, which in no case shall be less than the minimum program requirements set  
241 forth in these Policies and Procedures, including without limitation those set forth in Section 3,  
242 above;

243 C. a timetable and list of the kind and amount of property values, revenues, incomes or other public  
244 benefits that the proposed program will provide;

245 D. a provision establishing the duration of the agreement;

- 246 E. a provision identifying the method for calculating and the source of funding for any grant, loan,  
247 refund, in-kind or other incentive either up front or over the time provided in the agreement;
- 248 F. a provision identifying whether any grant, loan or other incentive provided in the agreement will  
249 be utilized for construction costs or for other specified business expenses;
- 250 G. a provision providing benchmarks or other tangible means for measuring whether the applicant and  
251 other responsible parties have met their obligations under the agreement;
- 252 H. a provision providing for access to and authorizing inspection of the property and applicant's  
253 pertinent business records by municipal employees in order to determine compliance with the  
254 agreement;
- 255 I. a provision for the cancellation of the agreement and/or nonpayment of incentives if the program  
256 is determined to not be in compliance with the agreement;
- 257 J. a provision for recapturing City funds granted or loaned, or for recapturing the value of other public  
258 assets granted or loaned, if the applicant does not meet his/her/its/their duties and obligations under  
259 the terms of the agreement;
- 260 K. a provision that allows assignment of the agreement with prior written approval of the City Council  
261 and at the sole discretion of the City Council provided that:
- 262 1. all the duties, liabilities, obligations and rights under the agreement are assigned from the  
263 assignor to the assignee; and
- 264 2. the assignment document is in a form and contains content acceptable to the City Attorney;
- 265 L. provisions relating to administration, delinquent taxes, indemnification and reporting requirements  
266 are included;
- 267 M. a provision that the agreement may be amended by the parties to the agreement by using the same  
268 procedure for approval as is required for entering into the agreement;
- 269 N. a provision providing for auditing of the program, including authorizing City access to both non-  
270 privileged and/or confidential documents for the purpose of conducting the audit; and
- 271 O. other provisions as the City Council shall deem appropriate.

272

273

SECTION 8.

274

**SEVERABILITY**

275 It shall be the policy and intention of the City to consider and negotiate agreements which are legally subject

276 to being adopted under the laws of the State of Texas. Should any section, subsection, paragraph, sentence,

277 phrase or word in these Policies and Procedures be held to be invalid, illegal or unconstitutional by a court

278 of competent jurisdiction, the balance of these Policies and Procedures shall stand, and shall remain

279 enforceable.



**THE CITY OF CORINTH, TEXAS**

**APPLICATION FOR CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVES**

The City of Corinth is dedicated to achieving and sustaining the highest quality of development in all areas of the City; and to a continuous improvement in the quality of life for its citizens. Towards this end, the City may elect, on a case-by-case basis, to give consideration to providing incentives as authorized by the Chapter 380 Economic Development Program Policies and Procedures, and pursuant to the provisions of Chapter 380 of the *Texas Local Government Code*. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria as set forth therein. Nothing in the Chapter 380 Economic Development Program Policies and Procedures shall imply or suggest that the City is under any obligation to provide incentives to any applicant. All applications for incentives shall be considered on a case-by-case basis; and should be filed with the Executive Director of the Corinth Economic Development Corporation, 3300 Corinth Parkway, Corinth, Texas, 76208.

**A. APPLICANT INFORMATION:**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PROPERTY OWNER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

OWN: \_\_\_\_\_ YES \_\_\_\_\_ NO

LEASE: \_\_\_\_\_ YES \_\_\_\_\_ NO

**B. PROVIDE THE CURRENT APPRAISED VALUE OF THE PROPERTY (ATTACH THE MOST RECENT COPY OF THE PROPERTY TAX STATEMENT FROM THE DENTON COUNTY APPRAISAL DISTRICT).**

**C. PROJECT DESCRIPTION:**

WILL THE PROJECT INVOLVE NEW CONSTRUCTION?

\_\_\_\_\_ YES \_\_\_\_\_ NO

WILL THE PROJECT INVOLVE THE RENOVATION OF AN EXISTING BUILDING?

\_\_\_\_\_ YES \_\_\_\_\_ NO

WHAT IS THE ESTIMATED COST OF CONSTRUCTION?

\_\_\_\_\_

WHAT WILL BE THE SIZE OF THE BUILDING OR BUILDINGS (SQUARE FEET)?

\_\_\_\_\_

BRIEFLY DESCRIBE THE PROJECT (INCLUDE THE SERVICES PROVIDED AND/OR THE PRODUCTS MANUFACTURED, CUSTOMERS, LOCATIONS, ET CETERA).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**G. WHAT IS THE PROJECTED PAYROLL TEN YEARS FROM OCCUPANCY?**

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**H. IS THE PROPERTY APPROPRIATELY ZONED FOR THIS PROJECT?**

\_\_\_ YES \_\_\_ NO

**I. DOES THE PROPERTY REQUIRE ANY VARIANCES TO THE CITY OF CORINTH'S  
RULES AND REGULATIONS?**

\_\_\_ YES \_\_\_ NO

**J. IS THE PROPERTY PLATTED?**

\_\_\_ YES \_\_\_ NO

**K. IF YES, WILL RE-PLATTING BE NECESSARY?**

\_\_\_ YES \_\_\_ NO

**L. DESCRIBE ANY ENVIRONMENTAL IMPACTS ASSOCIATED WITH THIS PROJECT.**

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**O. EXPLAIN WHY FINANCIAL INCENTIVES ARE NECESSARY FOR THE SUCCESS OF THIS PROJECT.**

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**I certify that the information contained in this application (including all attachments) to be true and accurate to the best of my knowledge. I further certify that I have read the “City of Corinth Chapter 380 Economic Development Program Policies and Procedures,” and that I agree to comply with the guidelines and criteria stated therein, and that participation in such incentives does not eliminate any obligation on my part to satisfy all codes, ordinances and regulations of the City of Corinth, Texas, or any other governmental entity that has jurisdiction regarding this project. The undersigned is authorized in all respects to submit this application on behalf of the named company:**

PRINT NAME: \_\_\_\_\_

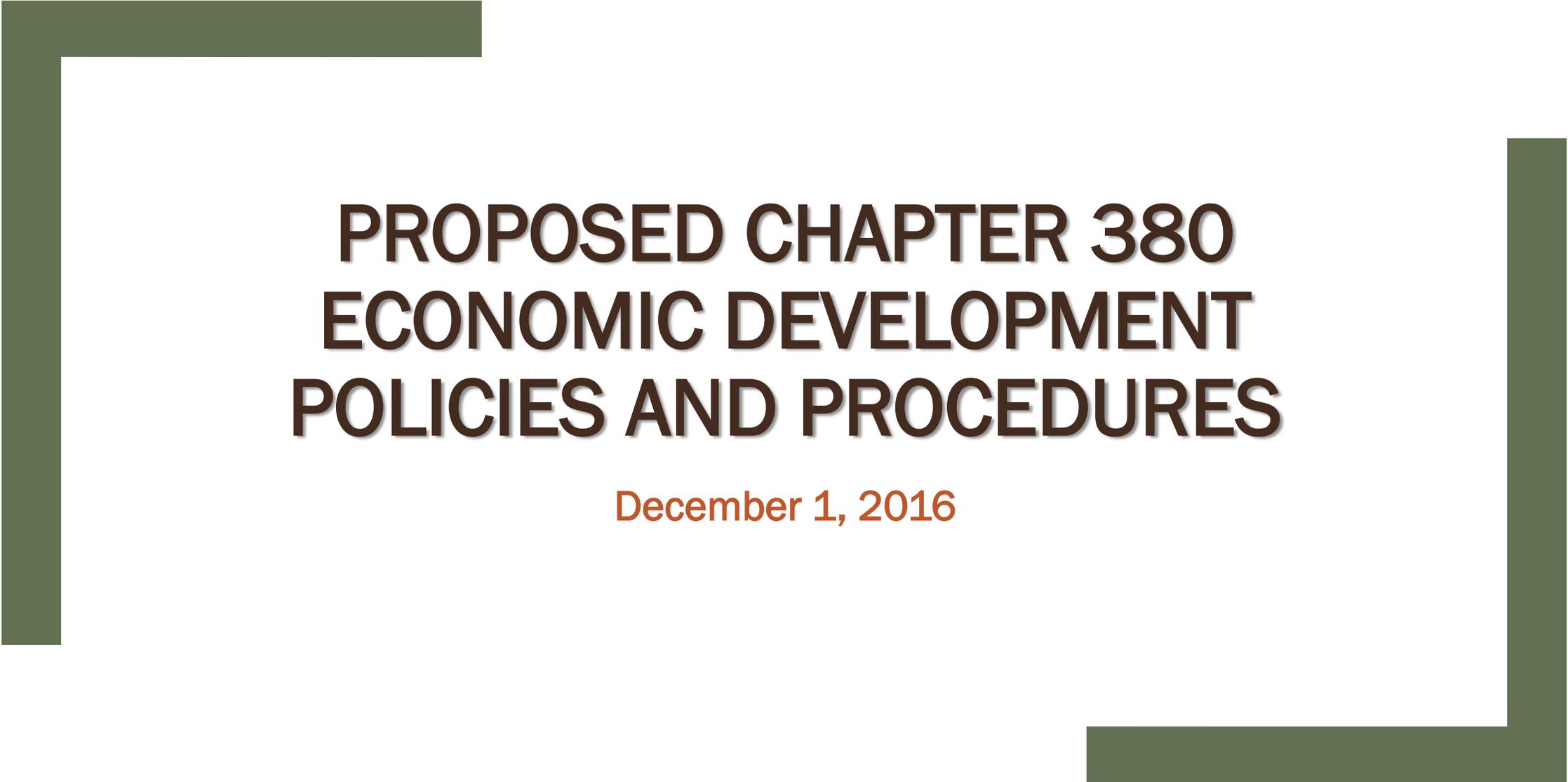
SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPLICANTS MAY ATTACH ADDITIONAL SHEETS AS NECESSARY TO COMPLETE THE APPLICATION. UPON RECEIPT OF THIS APPLICATION, THE CITY OF CORINTH SHALL REQUIRE FINANCIAL AND OTHER INFORMATION AS MAY BE DEEMED APPROPRIATE FOR EVALUATING THE FINANCIAL CAPACITY AND OTHER RELEVANT FACTORS OF THE APPLICANT.**



# **PROPOSED CHAPTER 380 ECONOMIC DEVELOPMENT POLICIES AND PROCEDURES**

**December 1, 2016**

# Program requirements

- Chapter 380 of the *Texas Local Government Code* authorizes allows cities to “establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services ... to promote state or local economic development” [1]

# Program requirements

- Projects are not eligible for the program if a certificate of occupancy has been issued, or for businesses that do not require a certificate of occupancy, if construction commenced prior to making an application
- Projects are considered on a case-by-case basis

# Program requirements (cont'd)

- To be deemed eligible for consideration of Chapter 380 economic incentives:
  - *Will result in a minimum increased taxable value of \$250,000*
  - *Will make an unequaled contribution to development efforts*
  - *Is a target industry as defined by City Council*
- City Council has sole authority to approve or deny economic incentives

# Incentives

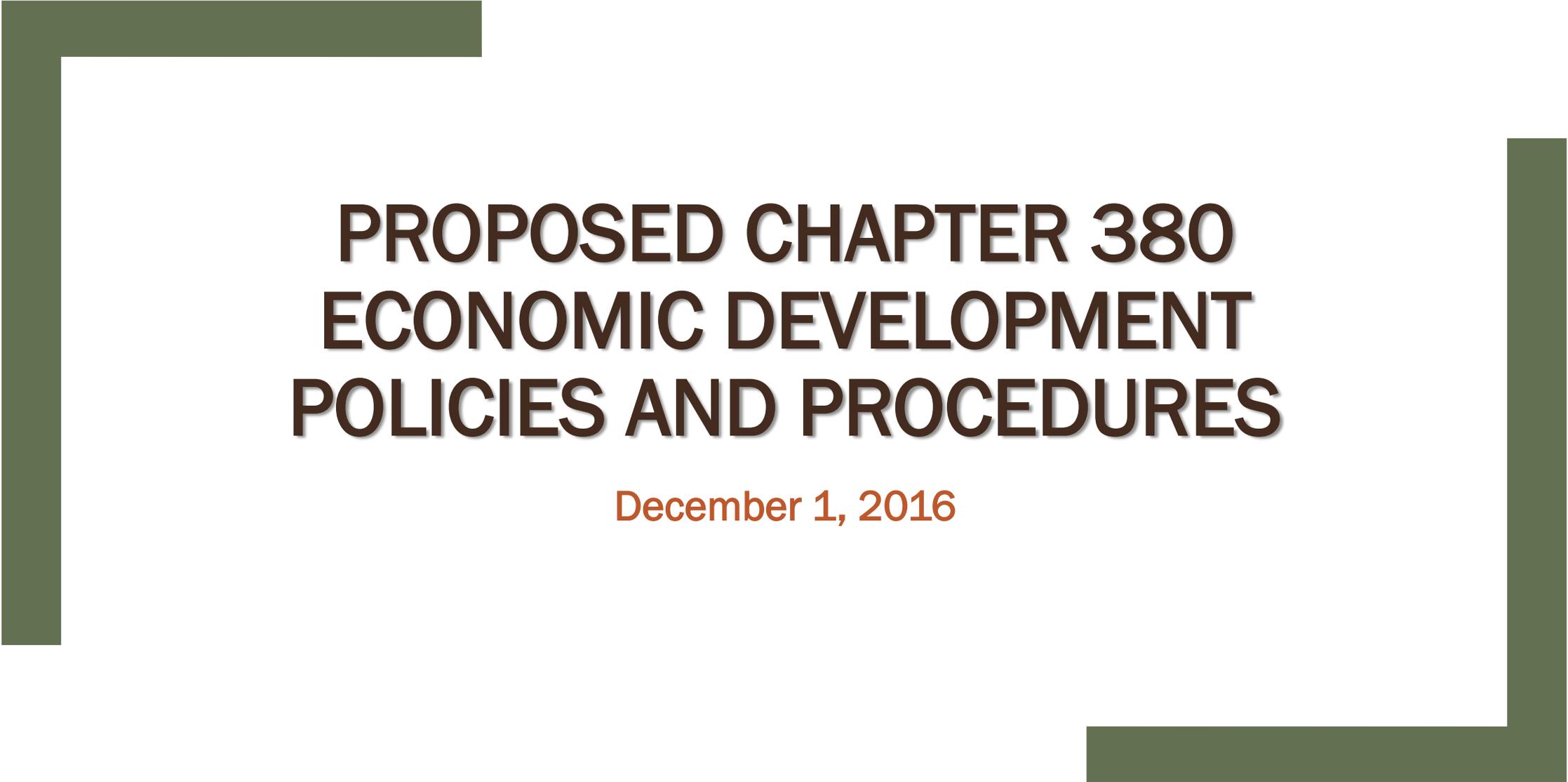
- The section concerning incentives (Section 5) is deliberately vague because the City can negotiate and consider a wide range of project incentives to enable and encourage meaningful economic activity (e.g., a rebate on sales taxes, a tax abatement, et cetera)

# Application process



# Agreement terms

- All incentive agreements must include minimum provisions such as:
  - *A timetable and list of property values, revenues, incomes and other public benefits*
  - *Access to and authorizing inspection of the property to determine compliance*
  - *Recapturing municipal funds if the applicant does not meet agreement terms*
- City Council may modify the terms and conditions of any incentive agreement



# **PROPOSED CHAPTER 380 ECONOMIC DEVELOPMENT POLICIES AND PROCEDURES**

**December 1, 2016**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Contract Mownig Corinth Parks and Facilities

**Submitted For:** Cody Collier, Acting Director

**Submitted By:** Cody Collier, Acting Director

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

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**AGENDA ITEM**

Consider and act on a contract to Weldon's Lawn and Tree LLC for the annual contract mowing of Corinth parks and facilities.

**AGENDA ITEM SUMMARY/BACKGROUND**

In efforts to increase operational efficiencies, staff evaluated and identified potential savings for contract mowing of the City's eight neighborhood parks and two City facilities (City Hall and Public Works). Staff published an Invitation to Bid on October 31, 2016. Five sealed bids were received on November 15, 2016 with Weldon's Lawn and Tree LLC being the lowest at \$27,860.

Transitioning to contract mowing for the eight neighborhood parks and two city facilities would eliminate 3 full time Parks Maintenance Worker positions in the General Fund Parks Department. Currently the Parks Department is fully staffed; therefore, three employees would be permanently transferred to fill vacant Maintenance Worker positions in the Utility Department.

Staff is estimating a total potential net savings of \$146,888 per year or \$734,440 over a five year period. In addition to the elimination of 3 full time positions, it would also include the elimination of two vehicles and two mowers from the City's asset listing and replacement schedule. Additional savings would be seen in fuel, miscellaneous equipment, and associated employee costs.

**RECOMMENDATION**

Staff recommends awarding the mowing maintenance contract for Corinth parks and facilities to Weldon's Lawn and Tree LLC in the amount of \$27,860 and authorization of the City Manager to execute the contract.

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**Attachments**

Bid Tabulation

Mowing Contract

Exhibit A

Exhibit B

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ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

11/15/2016

			VENDOR		VENDOR		VENDOR		VENDOR		VENDOR	
			Weldons Lawn & Tree		American Landscape Systems Inc.		WCD Enterprises LLC		D&D Commercial Landscape Management		Sweeper King Inc.	
			Rockwall, TX		Lewisville, TX		Scottsdale AZ		Dallas, TX		Lewisville, TX	
No.	Description	Est. Qty. Sq. Yd.	Single Maint. Cost	Extended Amt. Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr
1	Area 1 Eagle Pass Park - Mowing, edging, trimming, and blowing/clipping removal as specified	8,580	\$75.00	\$2,100.00	\$98.67	\$2,762.76	\$102.96	\$2,882.88	\$111.54	\$3,123.12	\$226.88	\$6,352.64
2	Area 2 Naughton Park - Mowing, edging, trimming, and blowing/clipping removal as specified	4,500	\$40.00	\$1,120.00	\$51.75	\$1,449.00	\$54.00	\$1,512.00	\$58.50	\$1,638.00	\$151.25	\$4,235.00
3	Area 3 Kensington Park - Mowing, edging, trimming, and blowing/clipping removal as specified	11,680	\$80.00	\$2,240.00	\$134.32	\$3,760.96	\$140.16	\$3,924.48	\$151.84	\$4,251.52	\$151.25	\$4,235.00
4	Area 4 Meadowview Park - Mowing, edging, trimming, and blowing/clipping removal as specified	21,000	\$200.00	\$5,600.00	\$241.50	\$6,762.00	\$252.00	\$7,056.00	\$273.00	\$7,644.00	\$302.50	\$8,470.00
5	Area 5 Corinth Farms - Mowing, edging, trimming, and blowing/clipping removal as specified	12,640	\$100.00	\$2,800.00	\$145.36	\$4,070.08	\$151.68	\$4,247.04	\$164.32	\$4,600.96	\$605.00	\$16,940.00
6	Area 6 Fairview Park - Mowing, edging, trimming, and blowing/clipping removal as specified	17,700	\$140.00	\$3,920.00	\$203.55	\$5,699.40	\$212.40	\$5,947.20	\$230.10	\$6,442.80	\$378.13	\$10,587.64
7	Area 7 Thousand Oaks Park - Mowing, edging, trimming, and blowing/clipping removal as specified	15,900	\$120.00	\$3,360.00	\$182.85	\$5,119.80	\$190.80	\$5,342.40	\$206.70	\$5,787.60	\$378.13	\$10,587.64
8	Area 8 Mulholland Park - Mowing, edging, trimming, and blowing/clipping removal as specified	7,070	\$70.00	\$1,960.00	\$81.31	\$2,276.68	\$84.84	\$2,375.52	\$91.91	\$2,573.48	\$226.88	\$6,352.64
9	Area 9 City Hall Facility - Mowing, edging, trimming, and blowing/clipping removal as specified	7,000	\$100.00	\$2,800.00	\$80.50	\$2,254.00	\$84.00	\$2,352.00	\$91.00	\$2,548.00	\$378.13	\$10,587.64
10	Area 10 Public Works Facility - Mowing, edging, trimming, and blowing/clipping removal as specified	6,100	\$70.00	\$1,960.00	\$70.15	\$1,964.20	\$73.20	\$2,049.60	\$79.30	\$2,220.40	\$226.88	\$6,352.64
<b>TOTAL BID</b>				<b>\$27,860.00</b>		<b>\$36,118.88</b>		<b>\$37,689.12</b>		<b>\$40,829.88</b>		<b>\$84,700.84</b>
Signed proposal			Yes		Yes		Yes		Yes		Yes	
Addendum #1			Yes		Yes		Yes		Yes		Yes	

\*\*In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal information. Proposals are in the evaluation process.

**SERVICE CONTRACT**  
**CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES**

This Contract, is made and entered into this 1st day of December, 2016 by and between Weldon’s Lawn and Tree LLC, a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**1. TERM**

This Contract shall commence beginning on the 1<sup>st</sup> day of January, 2017, and shall expire at midnight, September 30, 2017, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Corinth Parks & Facilities Mowing/Maintenance Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid #1105, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

**3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for

charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

#### **4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

#### **5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

#### **6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

#### **7. INDEMNITY AND INSURANCE**

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death,**

**or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1105.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

## **8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

## **9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Lee Ann Bunselmeyer  
Acting City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Brandon Weldon  
Weldon's Lawn & Tree, LLC  
709 B West Rusk St, Box 320  
Rockwall, TX 75087

Either party may change its address by giving written notice to become effective upon five days' notice.

## **10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**WELDON'S LAWN & TREE LLC**

\_\_\_\_\_  
**Lee Ann Bunselmeyer, Acting City Manager**

\_\_\_\_\_  
**Brandon Weldon**

ATTEST:

ATTEST:

\_\_\_\_\_  
 Kim Pence, City Secretary

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Attachment A - City's ITB**

**Attachment B - Contractor's Proposal**



**INVITATION TO BID  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES  
MOWING/MAINTENANCE SERVICES**

**BID #1105  
CITY OF CORINTH, TEXAS**

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**IMPORTANT DATES:**

<b>ITB Issue Date:</b>	<b>Monday, October 31, 2016</b>
<b>ITB Publication Dates:</b>	<b>Monday October 31, 2016 &amp; Monday November 7, 2016</b>
<b>Questions Deadline:</b>	<b>Wednesday, November 9, 2016 @ 10:00 AM CST</b>
<b>Bid Due Date and Time:</b>	<b>Tuesday, November 15, 2016 @ 2:00 PM CST</b>

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Sealed bids for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original bid, one (1) complete copy of bid, and one (1) complete copy in USB memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

**Delivery & Mailing Address:**

City of Corinth  
Attn: Purchasing Agent  
3300 Corinth Parkway, 2<sup>nd</sup> Floor  
Corinth, Texas 76208

**Bid Contact:**

Cindy Troyer  
Purchasing Agent  
[purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com)  
(940) 498-3244

Sealed bids shall be clearly marked “**BID #1105-Annual Contract for Corinth Parks & Facilities Mowing/Maintenance Services**” Do not open until **2:00 PM November 15, 2016**”, and include the bidder’s name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix B must be completed, signed and returned with the bid.**

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**Requests for additional information should be made no later than the questions deadline above and shall be directed to the Purchasing Agent at [purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com). All requests must be made in writing. Oral explanations will not be binding.**

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the bidder to monitor the City’s website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. No telephone, facsimile or electronic bids will be accepted. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

## **1. INTRODUCTION**

The City of Corinth (City) is requesting bids for an annual contract for Corinth parks and facilities mowing/maintenance services as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder will be awarded a contract effective from date of award or notice to proceed as determined by the City; and will expire at midnight, September 30, 2017, unless earlier terminated by either party. At the City's option and approval by the Contractor, the contract may be renewed for two additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the City exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

## **2. SPECIFICATIONS/SCOPE OF SERVICES**

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

### **A. Contractor Responsibilities**

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

### **B. General Standards and Procedures**

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.
5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
6. The Contractor shall not recover from the City of Corinth the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing/maintenance assignments regardless of the condition of the property.
7. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
8. The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
9. Invoices for service shall contain at least the following information:
  - Service Date
  - Description of Services and Material provided
  - Total Amount
10. The City reserves the right to add locations at the same prices proposed.

**C. Scope of Work**

All work during the growing season will be required to be performed weekly at each location as indicated on the attached Exhibits. It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ ending of and frequency of mowing will be determined by the City of Corinth

Exhibits attached:

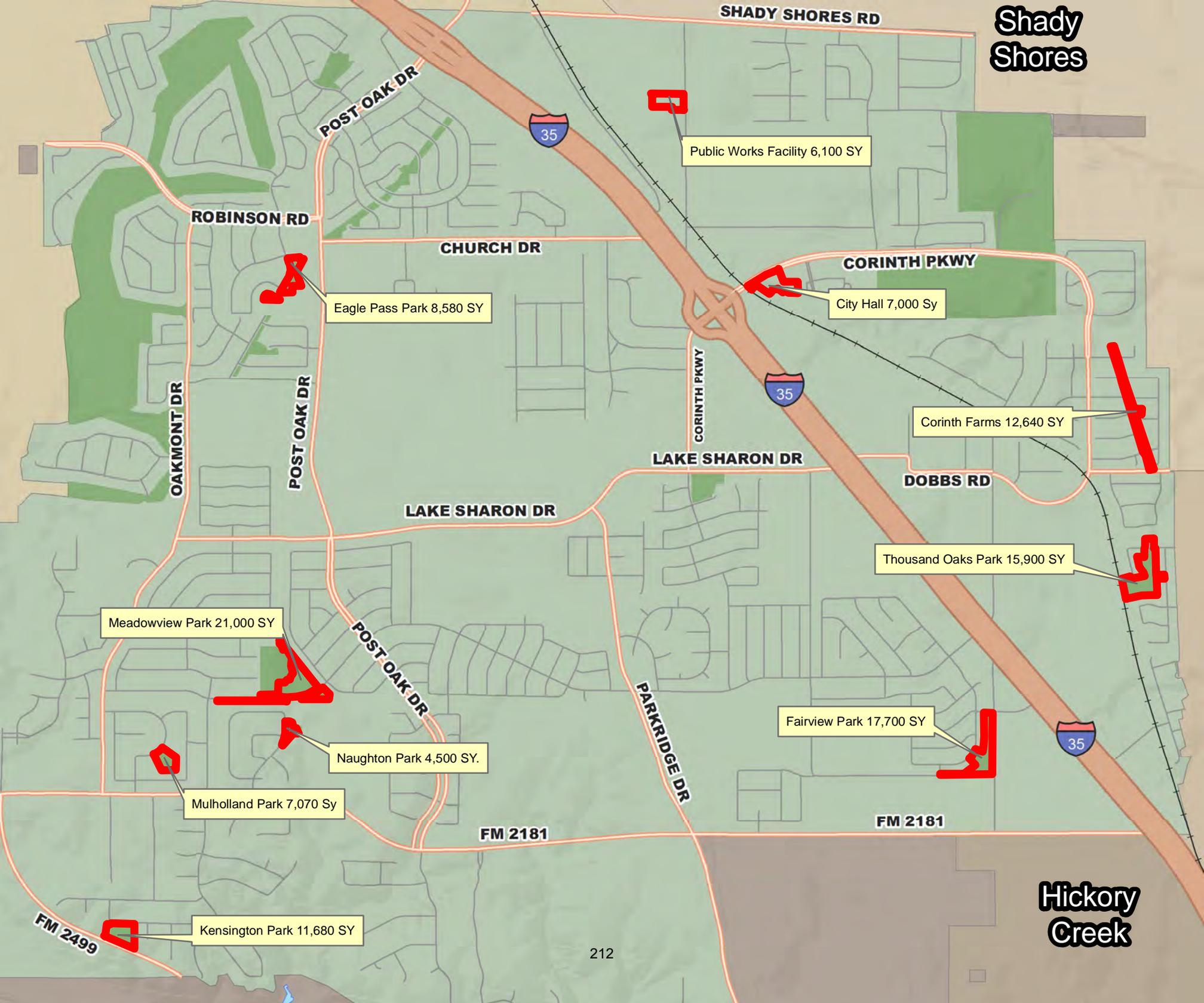
- Exhibit 1- Property locations to be mowed
- Exhibit 2- Area 1 – Eagle Pass Park
- Exhibit 3- Area 2 – Naughton Park
- Exhibit 4- Area 3 – Kensington Park
- Exhibit 5- Area 4 – Meadowview Park
- Exhibit 6- Area 5 – Corinth Farms
- Exhibit 7- Area 6 – Fairview Park
- Exhibit 8- Area 7 – Thousand Oaks Park
- Exhibit 9- Area 8 – Mulholland Park
- Exhibit 10- Area 9 – City Hall Facility
- Exhibit 11 - Area 10 - Public Works Facility

All areas are to be mowed, edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. Any and all signage and (or) traffic control devices for worker safety that may be needed is to be supplied by successful bidder. There is 112,170 square yards to be maintained, as indicated in red on the attached Exhibits. All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers.

Each exhibit will require pricing for combined service of mowing, edging, trimming, and blowing/clipping removal. This will show a cost for each exhibit independently and a summary total at the bottom of the Bid Proposal (form Attached in Appendix B). The extended amount for each bid item shall be calculated with 28 estimated mowings per year.

**Shady  
Shores**

**Hickory  
Creek**





Eagle Pass Park 8,580 SY

VINTAGE DR

GLEN AERIE DR

GOSHAWK LN

POST OAK DR



3004

3002

3000

3104

2101

Naughton Park 4,500 SY.

3005

3003

3001

3106

ENCHANTED OAKS CIR

3002

3000

2101

3212

3204

214



CRAWFORD DR

BROOKSHIRE RUN

MANCHESTER WAY

DERBY RUN

Kensington Park 11,680 SY

SUSSEX WAY

FM 2499

SUSSEX CT

WINCHESTER CT



CEDAR ELM DR

PIPER DR

BAKER DR

BOWIE LN

SWAN LN

REDWOOD DR

Meadowview Park 21,000 SY

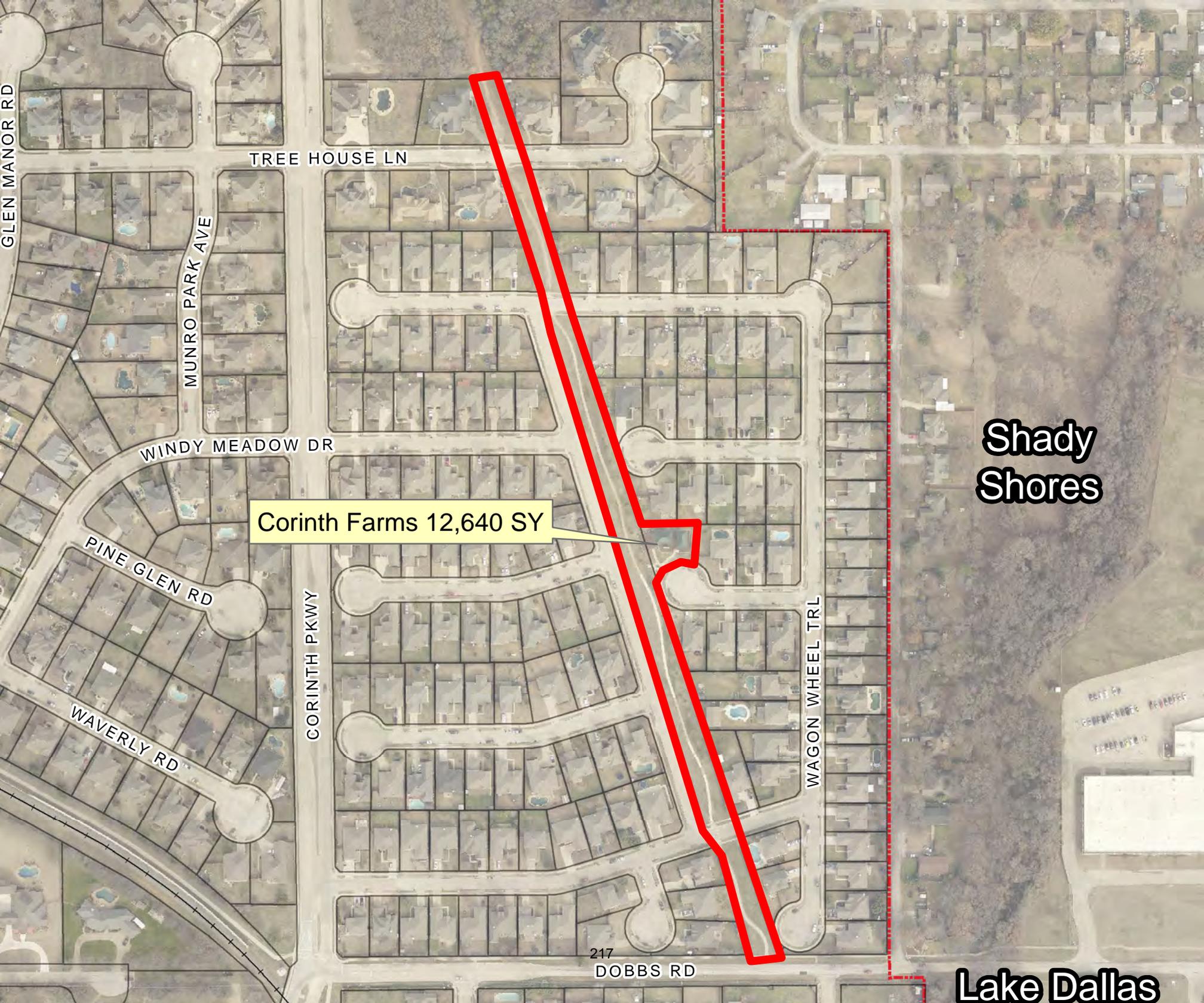
MALLARD DR

YELLOWSTONE LN

MEADOWVIEW DR

HIDDEN SPRINGS DR

216



GLEN MANOR RD

TREE HOUSE LN

MUNRO PARK AVE

WINDY MEADOW DR

PINE GLEN RD

WAVERLY RD

CORINTH PKWY

WAGON WHEEL TRL

217  
DOBBS RD

Corinth Farms 12,640 SY

Shady  
Shores

Lake Dallas

PEAKVIEW DR

RIVERVIEW DR

S GARRISON RD

CLEARVIEW DR

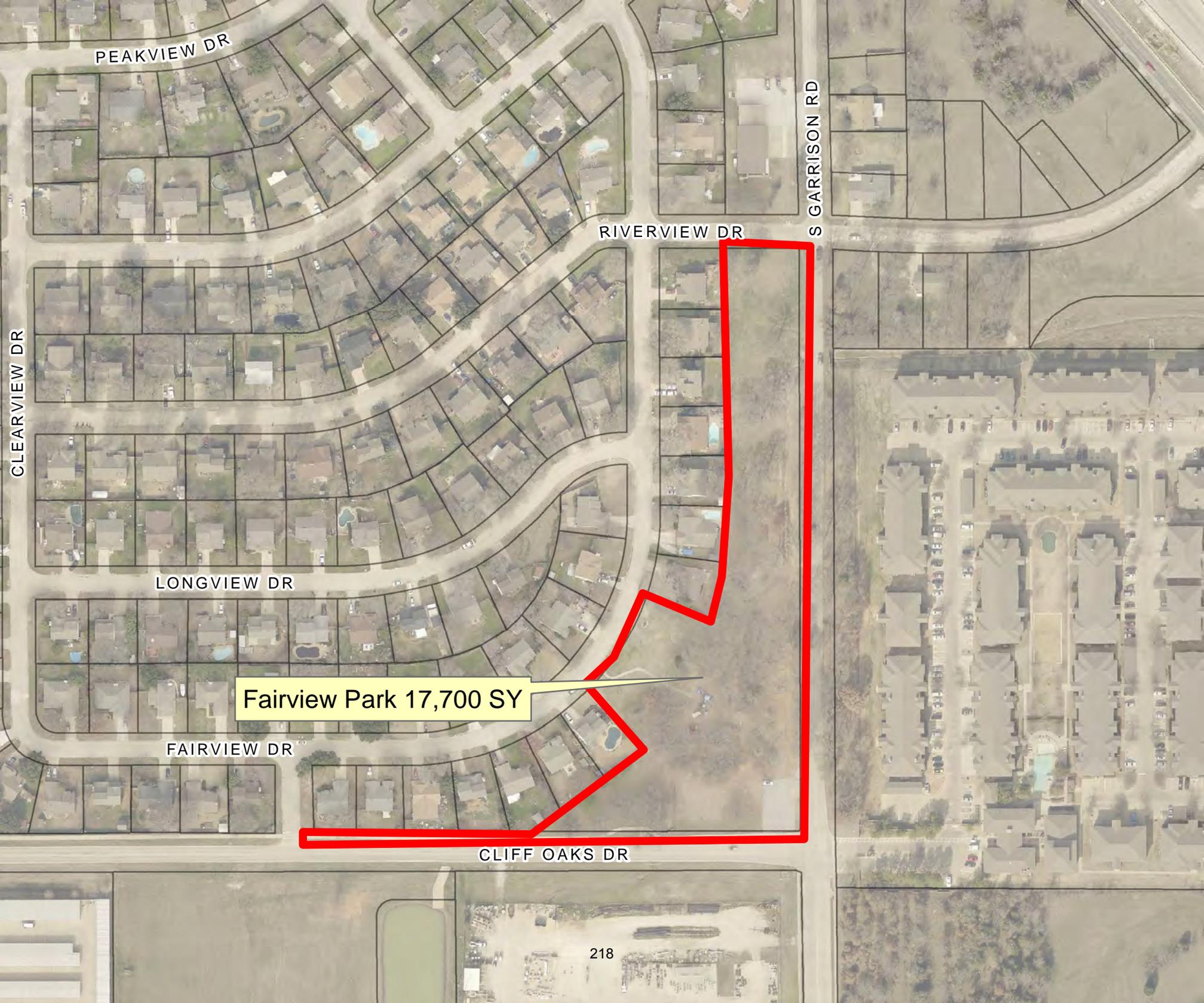
LONGVIEW DR

Fairview Park 17,700 SY

FAIRVIEW DR

CLIFF OAKS DR

218





**Lake  
Dallas**

Thousand Oaks Park 15,900 SY

SPANISH OAK CIR

SPANISH OAK DR

219



LOMA LINDA TER

Mulholland Park 7,070 Sy

TOPANGA CANYON DR

MULHOLLAND RD

PALOS VERDES DR

FINCH LN

HIDDEN SPRINGS DR

BLUE JAY DR

RANCHO DOMINGUEZ RD

FM 2181

CRAWFORD DR

BROOKSHIRE RUN

REGENT CT

WINDSOR PKWY

220

ST JAMES CT

OAK CREEK DR

CORINTH PKWY

3305

3500

3400

City Hall 7,000 Sy

3440

3300

3460

6277

6281

221

6401



Public Works Facility 6,100 SY



N CORINTH ST

2750

1116

1119

1200

1311

1200

1212

1309

1218

1309

1408

1400

222

1500



## **APPENDIX A**

# **GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS**

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**A. GENERAL INFORMATION**

1. **Confidentiality:** Information contained in the ITB is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this ITB.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

6. **Insurance**

- A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
- B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
- C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

7. **Insurance Requirements**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

**A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

- b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
  3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
  4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.
1. General Liability and Automobile Liability Coverage:
    - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
    - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
    - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
  2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
  3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- D. Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 7.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

**7.1 GENERAL SERVICES REQUIREMENTS**

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 7.A.1.
  2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
  3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. **ADDENDA:** Any interpretations, corrections, clarifications, or changes to this Request for Proposals or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. **ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. **AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the bidder.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides good or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

1. The purchase price;
  2. The reputation of the bidder and of the bidder's goods or services;
  3. The quality of the bidder's goods or services
  4. The extent to which the goods or services meet the City's needs;
  5. The bidder's past relationship with the City;
  6. The total long-term cost to the City to acquire the bidder's goods or services;
  7. Any relevant criteria specifically listed herein.
- G. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  - H. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
  - I. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
  - J. **CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
  - K. **CONTRACT ENFORCEMENT:**
    1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this Request for Proposal. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
    2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and

CITY OF CORINTH BID #1105  
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approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.

3. Any notice provided by this Request for Proposal (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
  4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this RFP and the UCC, the RFP will control.
- L. ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- M. EQUAL OPPORTUNITY:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- N. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- O. FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- P. FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- Q. INDEMNITY AGREEMENT: THE SUCCESSFUL BIDDER HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
- R. INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- S. LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- T. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
  - b. Be able to comply with the instructions, specifications, terms and conditions.
  - c. Have a satisfactory record of performance.
  - d. Have a satisfactory record of integrity and ethics.

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- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- V. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- W. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- X. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- Y. REFERENCES:** The City of Corinth requests Respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- Z. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- AA. REQUIRED DOCUMENTATION:** In response to this request for proposals, all documentation required by this RFP must be provided.
- BB. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- CC. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- DD. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- EE. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- FF. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- GG. TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- HH. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- II. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- JJ. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- KK. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.



# **APPENDIX B**

# **SUBMITTAL FORMS**



CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**BID PROPOSAL FORM**

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT. EST. 28 MOWINGS/YEAR
1	8,580 sq yd	Area 1 Eagle Pass Park \$_____ per square yard	\$	\$
2	4,500 sq yd	Area 2 Naughton Park \$_____ per square yard	\$	\$
3	11,680 sq yd	Area 3 Kensington Park \$_____ per square yard	\$	\$
4	21,000 sq yd	Area 4 Meadowview Park \$_____ per square yard	\$	\$
5	12,640 sq yd	Area 5 Corinth Farms \$_____ per square yard	\$	\$
6	17,700 sq yd	Area 6 Fairview Park \$_____ per square yard	\$	\$
7	15,900 sq yd	Area 7 Thousand Oaks Park \$_____ per square yard	\$	\$
8	7,070 sq yd	Area 8 Mulholland Park \$_____ per square yard	\$	\$
9	7,000 sq yd	Area 9 City Hall Facility \$_____ per square yard	\$	\$
10	6,100 sq yd	Area 10 Public Works Facility \$_____ per square yard	\$	\$
			<b>TOTAL BID</b>	\$

CITY OF CORINTH BID #1105  
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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Procurement and Support Services  
1711 San Jacinto  
Austin, TX 78701  
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

**COOPERATIVE PURCHASING**

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes       No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

**VENDOR REFERENCES**

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL**

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30<sup>th</sup> day after the date the contract for which the form was filed binds all parties to the contract.

**Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**CERTIFICATION FORM**

**In submitting this bid, the bidder agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Bidder/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this bid package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

Company Name: \_\_\_\_\_

Principal Place of Business Address: \_\_\_\_\_

Principal Place of Business City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_

Principal Place of Business Fax Number: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

## ***CONTRACT AGREEMENT***

The Contract will consist of the written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Scope of Services - Attachment A;
- (b) City's Invitation to Bid ITB #1105 – Attachment B;
- (c) Contractor's Proposal – Attachment C



ATTACHMENT B

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT. EST. 28 MOWINGS/YEAR
1	8,580 sq yd	Area 1 Eagle Pass Park \$ <u>.0087</u> per square yard	\$ 75.00	\$ 2,100.00
2	4,500 sq yd	Area 2 Naughton Park \$ <u>.0089</u> per square yard	\$ 40.00	\$ 1,120.00
3	11,680 sq yd	Area 3 Kensington Park \$ <u>.0069</u> per square yard	\$ 80.00	\$ 2,240.00
4	21,000 sq yd	Area 4 Meadowview Park \$ <u>.0095</u> per square yard	\$ 200.00	\$ 5,600.00
5	12,640 sq yd	Area 5 Corinth Farms \$ <u>.0079</u> per square yard	\$ 100.00	\$ 2,800.00
6	17,700 sq yd	Area 6 Fairview Park \$ <u>.0079</u> per square yard	\$ 140.00	\$ 3,920.00
7	15,900 sq yd	Area 7 Thousand Oaks Park \$ <u>.0075</u> per square yard	\$ 120.00	\$ 3,360.00
8	7,070 sq yd	Area 8 Mulholland Park \$ <u>.0099</u> per square yard	\$ 70.00	\$ 1,960.00
9	7,000 sq yd	Area 9 City Hall Facility \$ <u>.0142</u> per square yard	\$ 100.00	\$ 2,800.00
10	6,100 sq yd	Area 10 Public Works Facility \$ <u>.0114</u> per square yard	\$ 70.00	\$ 1,960.00
			TOTAL BID	\$ 27,860.00



CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**COOPERATIVE PURCHASING**

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes       No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

VENDOR REFERENCES

Please list three (3) Government references, other than the City of Corinth, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: DART  
LOCATION: 1401 Pacific Ave, Dallas  
CONTACT PERSON AND TITLE: Steve Griffin Environmental Compliance  
TELEPHONE NUMBER: 214-749-2516 sgriff.n@dart.org  
SCOPE OF WORK: mow & litter of 400 Acres, Debris Removal  
CONTRACT PERIOD: Year 2

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Dallas Fire Training  
LOCATION: 5000 Dolphin Rd, Dallas  
CONTACT PERSON AND TITLE: Magdalena Chavarria Maintenance Accounts  
TELEPHONE NUMBER: 972-670-8919 magdalena.chavarria@dallascityhall.com  
SCOPE OF WORK: mow, litter, tree trim, shrub trim, bed maintenance, chemicals  
CONTRACT PERIOD: 3+ years

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Dallas Housing  
LOCATION: 2828 Fish Trap, Dallas  
CONTACT PERSON AND TITLE: Juan Ramone Maintenance Accounts  
TELEPHONE NUMBER: ~~972-670-6340~~ 972-670-6340 juan.ramone@dallascityhall.com  
SCOPE OF WORK: mow, litter, trim shrubs, irrigation  
CONTRACT PERIOD: 3+ years

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

*Weldon's Lawn and Tree*

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

*[Signature]*

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Blair Weldon*  
 Signature of vendor doing business with the governmental entity

*11-10-16*  
 Date

ATTACHMENT B  
CITY OF CORINTH BID #1105  
ANNUAL CONTRACT FOR CORINTH PARKS & FACILITIES MOWING/MAINTENANCE SERVICES

**CERTIFICATION FORM**

**In submitting this bid, the bidder agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Bidder/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this bid package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1  Add. No. 2  Add. No. 3  Add. No. 4  Add. No. 5

Company Name: Weldon's Lawn + Tree

Principal Place of Business Address: 2460 Shorecrest Dr.

Principal Place of Business City, State, Zip: Rockwall, TX 75087

Principal Place of Business Phone Number: 972-979-8902

Principal Place of Business Fax Number: N/A

**AUTHORIZED REPRESENTATIVE:**

Brandon Weldon

Signature

Brandon Weldon

Printed Name

kwel229@att.net

Email Address

11-10-16

Date

Operations

Title

972-979-8902

Phone

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-135220

Date Filed:  
11/10/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Weldon's Lawn and Tree  
Rockwall, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Corinth

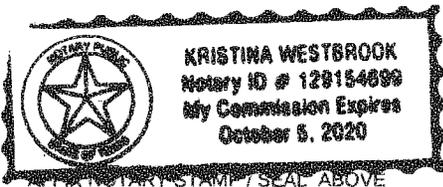
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Bid#1105  
Parks and Facilities Mowing/Maintenance Services

4	Name of interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Weldon's Lawn and Tree LLC	Rockwall, TX United States	X	

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Brandon Weldon*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Brandon Weldon this the 10<sup>th</sup> day of November 2016, to certify which, witness my hand and seal of office.

*Kristina Westbrook* Kristina Westbrook Notary Public  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**ADDENDUM**

**Addendum to be returned with Proposal**

**Note: The time for submission of proposals has NOT been changed.**

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

*This form shall be signed and returned with your proposal.*

Name: Brandon Weldon  
Signature: Brandon Weldon  
Company: Weldon's Lawn + Tree  
Title: Operations  
Date: 11-10-16

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Resolution amending canvass results from the November 8, 2016 Special Election

**Submitted By:** Kim Pence, City Secretary

**Finance Review:** N/A

**Legal Review:** Yes

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

**AGENDA ITEM**

Consider and act on a Resolution canvassing votes for the Special Election held on Tuesday, November 8, 2016.

**AGENDA ITEM SUMMARY/BACKGROUND**

On November 8, 2016, a special election was held in accordance with the Texas Election Code for the purpose of determining whether to reauthorize a local sales and use tax in Corinth at the rate of ¼ of one percent to provide for street maintenance and repairs in the City.

On November 21, 2016 the City Council canvassed the Election and approved Resolution No. 16-11-21-25, which reflected 7,682 total votes cast; it has been determined that said Resolution should be amended to reflect 7,963 total votes cast; and that this amendment does not alter the results of the canvass.

At a special election held on November 8, 2016, the following proposition was submitted to the voters and approved:

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN CORINTH AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

Votes were cast as follows:

The number of votes cast "FOR"	6,268
The number of votes cast "AGAINST"	1,695
The number of votes by which the proposition was approved:	6,268
Total Votes Cast:	7,963

**RECOMMENDATION**

Staff recommends approval of the Resolution canvassing the election results.

**Attachments**

Cumulative Report of election returns  
Resolution

**Corinth Cumulative — Unofficial  
DENTON COUNTY, TEXAS — GENERAL ELECTION — November 08, 2016**

Page 1 of 1

11/21/2016 06:20 PM

Total Number of Voters : 302,835 of 468,162 = 64.69%

Number of District Voters: 9,690 of 14,455 = 67.04%

Precincts Reporting 158 of 158 = 100.00%

District Precincts Reporting 4 of 4 = 100.00%

Party	Candidate	Absentee		Early		Election		Total	
<b>PROPOSITION City of Corinth, Vote For 1</b>									
	For	275	85.94%	5,105	78.94%	888	75.51%	6,268	78.71%
	Against	45	14.06%	1,362	21.06%	288	24.49%	1,695	21.29%
	<b>Cast Votes:</b>	<b>320</b>	<b>77.67%</b>	<b>6,467</b>	<b>82.67%</b>	<b>1,176</b>	<b>80.82%</b>	<b>7,963</b>	<b>82.18%</b>
	<b>Over Votes:</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>
	<b>Under Votes:</b>	<b>92</b>	<b>22.33%</b>	<b>1,356</b>	<b>17.33%</b>	<b>279</b>	<b>19.18%</b>	<b>1,727</b>	<b>17.82%</b>

**Corinth Canvas — Total Voters — Unofficial**  
**DENTON COUNTY, TEXAS — GENERAL ELECTION — November 08, 2016**

Page 1 of 1

11/21/2016 06:26 PM

Total Number of Voters : 302,835 of 468,162 = 64.69  
 Number of District Voters: 9,690 of 14,455 = 67.0

Precincts Reporting 158 of 158 = 100.00%  
 District Precincts Reporting 4 of 4 = 100.00%

**PROPOSITION City of Corinth**

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	For	Against	Totals
1020	154	2343	450	2947	4168	70.71%	2003	441	2444
1022	52	1669	313	2034	3077	66.10%	1307	365	1672
1023	107	2042	417	2566	3990	64.31%	1588	466	2054
1021	99	1769	275	2143	3220	66.55%	1370	423	1793
<b>Totals</b>	<b>412</b>	<b>7823</b>	<b>1455</b>	<b>9690</b>	<b>14455</b>		<b>6268</b>	<b>1695</b>	<b>7963</b>

**RESOLUTION NO. 16-12-01-26**

**A RESOLUTION OF THE CITY COUNCIL OF CORINTH, TEXAS CANVASING THE ELECTION RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 8, 2016 ELECTION HELD TO REAUTHORIZE A LOCAL SALES AND USE TAX AT A RATE OF ¼ OF ONE PERCENT FOR STREET MAINTENANCE IN THE CITY; REAUTHORIZING THE TAX; AMENDING RESOLUTION NO. 16-11-21-25; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 8, 2016, a special election was held in accordance with the Texas Election Code for the purpose of determining whether to reauthorize a local sales and use tax in Corinth at the rate of ¼ of one percent to provide for street maintenance and repairs in the City (“Election”); and

**WHEREAS**, on November 21, 2016 the City Council canvassed the Election and approved Resolution No. 16-11-21-25, which reflected 7,682 total votes cast; it has been determined that said Resolution should be amended to reflect 7,963 total votes cast; and that this amendment does not alter the results of the canvass; and

**WHEREAS**, state law requires that the governing body of the City of Corinth canvass all elections.

**NOW THEREFORE, BE IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS THAT:**

**SECTION 1.**

At a special election held on November 8, 2016, the following proposition was submitted to the voters and approved:

**FOR ( ) THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN CORINTH AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.**

**SECTION 2.**

Votes were cast as follows:

The number of votes cast "FOR"	<u>6,268</u>
The number of votes cast "AGAINST"	<u>1,695</u>
The number of votes by which the proposition was approved:	<u>6,268</u>

Total Votes Cast: 7,963

Section 2 of Resolution No. 16-11-21-25 is hereby amended to reflected the votes cast as reflect above.

**SECTION 3.**

The City Council affirms the finding that the election results are favorable to the proposition and therefore affirms the order that the ¼ cent sales tax is hereby reauthorized.

**SECTION 4.**

That the tabulation of votes cast for the purpose of reauthorization of a local sales and use tax in the City of Corinth at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets, in the special election held on November 8, 2016, made and certified to by the City Secretary of the City of Corinth, Texas, be and the same is hereby adopted as the official tabulation filed and recorded in the official records of the City of Corinth as the official canvass of said election.

**SECTION 5.**

Upon adoption of this resolution, the City Secretary is directed to immediately give notice, or confirm notice has been given, of the election results to the Texas Comptroller of Public Accounts.

**SECTION 6.**

This resolution shall be effective immediately upon and after its passage.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Kim Pence, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Messer, City Attorney

**City Council Regular and Workshop Session**

**Meeting Date:** 12/01/2016

**Title:** Ordinance reauthorizing sales tax for maintenance and repair of municipal streets

**Submitted By:** Kim Pence, City Secretary

**Finance Review:** N/A

**Legal Review:** Yes

**Approval:** Lee Ann Bunselmeyer, Acting City Manager

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**AGENDA ITEM**

Consider and act on an Ordinance re-authorizing and levying a sales and use tax for the purpose of financing maintenance and repair of municipal streets; and providing an effective date.

**AGENDA ITEM SUMMARY/BACKGROUND**

An election was held in the City of Corinth on November 8, 2016 in accordance with Chapter 327 of the Texas Tax Code, for the purpose of submitting to the voters the issue of the reauthorization of a sales and use tax at a rate of 1/4 of one percent for street maintenance. The results of the election were favorable to the adoption of a sales and use tax for street maintenance,

The effective date of the tax within the City shall be January 1, 2017, unless the Comptroller of Public Accounts notifies the City in accordance with the Code, that more time is needed to implement the tax, in which event the tax shall be effective in accordance with the instructions of the Comptroller.

**RECOMMENDATION**

Staff recommends approval of the Ordinance re-authorizing and levying a sales and use tax for the purpose of financing maintenance and repair of municipal streets; and providing an effective date of January 1, 2017.

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**Attachments**

Ordinance

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**ORDINANCE NO. 16-12-01-**

**AN ORDINANCE REAUTHORIZING AND LEVYING A SALES AND USE TAX FOR THE PURPOSE OF FINANCING MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 327 of the Tax Code ("the Code"), provides for the adoption of a sales and use tax for street maintenance; and

**WHEREAS**, an election was held in the City of Corinth on November 8, 2016, in accordance with Chapter 327 of the Texas Tax Code, for the purpose of submitting to the voters the issue of the reauthorization of a sales and use tax at a rate of  $\frac{1}{4}$  of one percent for street maintenance; and

**WHEREAS**, the results of the election were favorable to the adoption of a sales and use tax for street maintenance; **NOW, THEREFORE**,

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

**SECTION 1.**

That all action concerning the submission of the proposition to the voters of the City having been taken and the tax authorized by the Code having been approved by the voters of the City as stated in the foregoing recitals, the City Council does hereby reauthorize, adopt and levy a sales and use tax at a rate of  $\frac{1}{4}$  percent on the sale of items at retail within the City and an excise tax at the same rate on the use, storage, or other consumption within the City of tangible personal property purchased, leased, or rented from a retailer during such time as the Tax is effective within the City (hereinafter collectively referred to as the "Tax"). The Tax shall be used for financing the maintenance and repair of municipal streets.

**SECTION 2.**

The Tax shall be administered, collected, and remitted in accordance with the Texas Tax Code, as amended.

**SECTION 3.**

The effective date of the Tax within the City shall be January 1, 2017, unless the Comptroller of Public Accounts notifies the City in accordance with the Code, that more time is needed to implement the Tax, in which event the Tax shall be effective in accordance with the instructions of the Comptroller.

**SECTION 4.**

The City Secretary shall provide a copy of this Ordinance levying the Tax to the Comptroller of Public Accounts as soon as possible, but not later than ten days following the adoption of this Ordinance, such copy to be sent to the Comptroller by certified mail in accordance with the provisions of the Code.

**SECTION 5.**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Kim Pence, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Andy Messer, City Attorney