



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION
IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, June 2, 2016, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Receive presentation, hold discussion, and give staff direction on the proposed revisions to the City of Corinth Personnel Policy Manual.

ADJOURN WORKSHOP SESSION

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

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

CONSENT AGENDA

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

1. Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Fire Dispatch Services for the 2016-2017 Fiscal Year with Denton County.
2. Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Police Dispatch Services for the 2016-2017 Fiscal Year with Denton County.

3. Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance for the 2016-2017 Fiscal Year with the Denton County Department of Technology Services.
4. Consider and act on an Interlocal Agreement with the Lake Dallas Independent School District for Summer Camp Transportation Services.
5. Consider and act on an Interlocal Agreement with Lake Cities Municipal Authority (LCMUA) authorizing a mutually beneficial emergency water supply interconnect between the City of Corinth and the LCMUA distribution systems.

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

6. TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM THE APPLICANT JOHN THATCHER, AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNERS, TOMMY JOSEPH ROBINSON, BRIAN KEITH ROBINSON, RAYMON MANN ROBINSON, BRANDY DENISE ROBINSON, ROBERT MANLEY ROBINSON, THOMAS MANN ROBINSON, AND TIMOTHY MANLEY ROBINSON FOR A ZONING CHANGE FROM C-1, COMMERCIAL TO PLANNED DEVELOPMENT C-2 COMMERCIAL WITH MODIFIED DEVELOPMENT STANDARDS ON 10.603 ACRES OF LAND LEGALLY DESCRIBED AS LOT 1, BLOCK A, TRI-STEEL ADDITION, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS.

BUSINESS:

Consider and act on a zoning change from C-1, Commercial to Planned Development C-2, Commercial on 10.603 acres of land legally described as Lot 1, Block A, Tri-Steel Addition, in the City of Corinth, Denton County, Texas. (This property is located on the southwest side of I-35E, between Post Oak Drive and Church Drive.)

BUSINESS AGENDA

7. Consider and act on the Site Plan for the Bill Utter Ford Dealership zoned Planned Development C-3 and Planned Development C-2 on 16.652 acres legally described as Bill Utter Ford Addition Block A, Lot 1, Bill Utter Ford Addition Block A, Lot 2 and Tract 26 out of the L. Bates Survey, County Abstract 204 in the City of Corinth, Denton County, Texas.
8. Consider and act on a request from the applicant Steve Homeyer, authorized representative for the property owner, Redriver Bancorp, for a major subdivision waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the minimum required distance from the intersection along a collector street to the centerline of a proposed driveway on property legally described as part of Tract 10A being 2.21 acres out of the J. P. Walton Survey, Abstract No. 1389, in the City of Corinth, Denton County, Texas.

9. Consider and act on the Site Plan for Domino's Pizza on property legally described as 2.21 acres situated in the J. P. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas. (This property is located on the southeast corner of N. Corinth St. and Walton Dr.)
10. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

Consultation with the City Attorney regarding legal issues associated with the matter listed under Section 551.072.

a. Receive information and discuss, deliberate, and provide staff with direction regarding the potential acquisition of real property located in Corinth along the west side of I-35 on FM 2181.

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.

b. Deliberation of the employment, reassignment, or duties of the City Manager.

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

After discussion of any matters in 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 27 day of May, 2016 at 11:30 A.M. on the bulletin board at Corinth City Hall.

Kimberly Pence
Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: Personnel Manual Proposed Revisions

Submitted For: Guadalupe Ruiz, Director **Submitted By:** Guadalupe Ruiz, Director

Finance Review: N/A **Legal Review:** Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Receive presentation, hold discussion, and give staff direction on the proposed revisions to the City of Corinth Personnel Policy Manual.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth Personnel Manual in its current version was adopted by the City Council in 2001. In 2009, 2012 and 2013 the City Council approved revisions to specific sections, including Section 12 (Leave Policies), Section 9 (Compensation), and Section 16 (Fire Department).

The proposed revisions are a result of a comprehensive review of the Manual intended to update our policies in accordance with changes in the law to be compliant, and to also clarify and reword policies to ease interpretation. Revisions include eliminating / adding leave benefits in order to be comparable with our Market Cities and offer competitive benefits. These changes have been reviewed by Legal and a Review Committee comprised of City Staff.

Staff will present the proposed revisions to the City Council on June 2, 2016 and obtain their input. Staff will incorporate Council's revisions into the final proposed Manual that will be presented for City Council approval on June 16, 2016.

Once Council deliberates and approves changes to the Manual, the Human Resources staff will schedule meetings to communicate approved revisions to all City employees. Each employee will receive the revised Manual and will sign a document acknowledging receipt and understanding and agreement to abide by the policies. This acknowledgement will be kept in each employee's personnel file.

RECOMMENDATION

N/A

Attachments

- Presentation
 - Revised Manual
 - Revisions Summary
-

Personnel Policy Manual – Proposed Revisions

June 2, 2016 City Council Workshop

Background

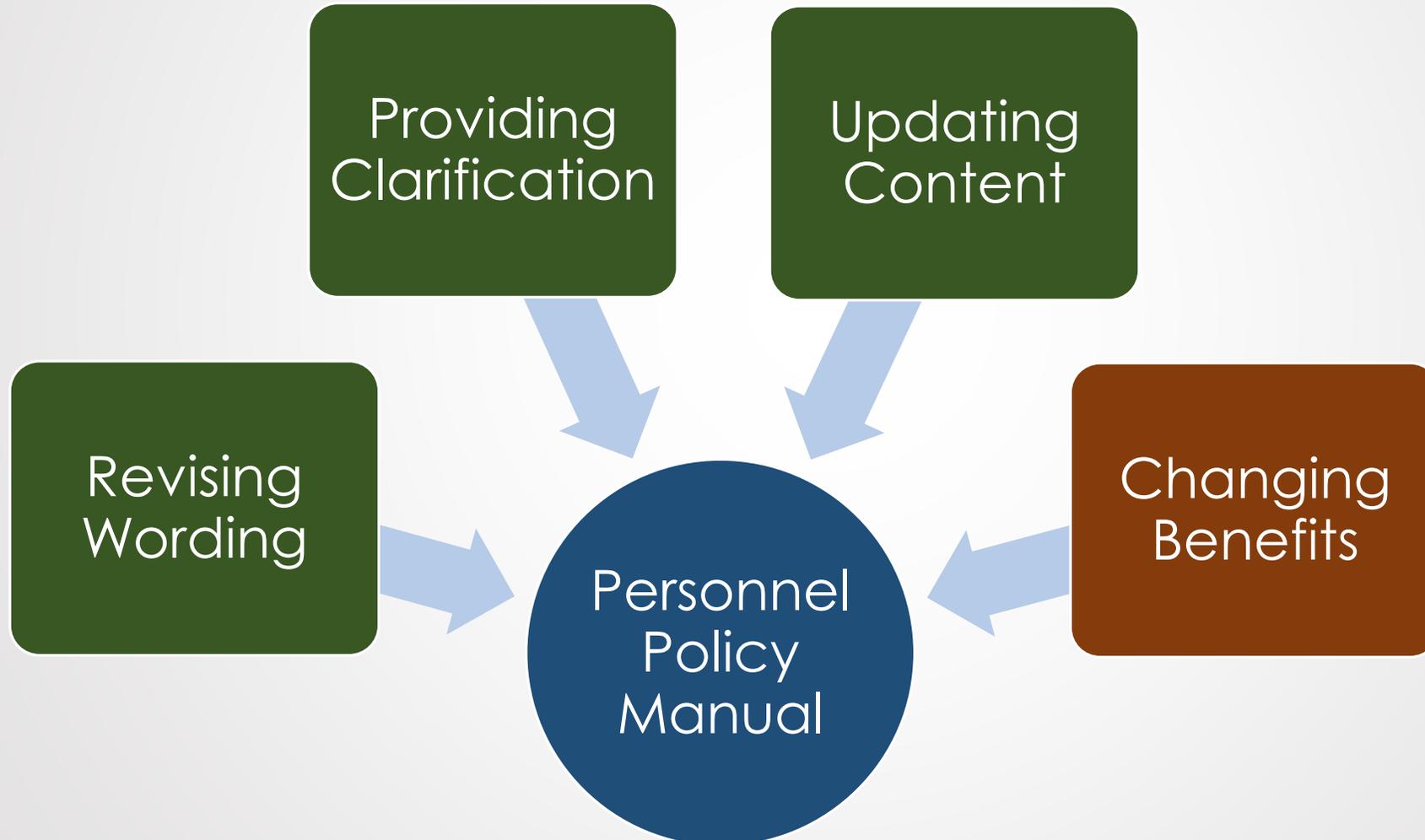


Personnel Policies Revision Process



Revisions

Categories of Proposed 2016 Revisions



Presentation



Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|---------------------|---|
| All Sections | <ul style="list-style-type: none">▪ Eliminate references (no longer applicable) to the Fire Department Section▪ Personnel Director vs. Human Resources Director▪ Personnel Office vs. Human Resources Office▪ Department Head vs. Department Director▪ Add, Delete or Change Wording to Clarify Intent of the Policy▪ Formatting / Cleanup Wording |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|---|---|
| 16. Fire Department (FD) <i>p. 52-56</i> <i>Lines: 2201-2384</i> | Move all stand-alone sections to the respective sections of the Manual <i>(Highlighted Gray on the document)</i> |
| <i>p. 52</i> <i>Lines 2219-2222</i> | Include language citing compliance with the Texas Government Code regarding discipline |
| 17. Police Department <i>p. 57</i> <i>Lines 2430-2434</i> | Include language citing compliance with the Texas Government Code regarding discipline |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|--|---|
| <p>3. Equal Employment Opportunity Policy & Reporting Procedure</p> <p><i>p. 6-8</i> <i>Lines: 97-216</i></p> | <p>Revise per Legal advice to be compliant with the law and best practices</p> <ul style="list-style-type: none">• Add a subsection regarding Unlawful Discrimination and Harassment• Clarify reporting procedures |
| <p>4. Employment and Selection</p> <p><i>p. 8-12</i> <i>Lines: 219-411</i></p> | <ul style="list-style-type: none">▪ Include language from the Fire Department Section (16) and corresponding revisions▪ Revisions per Legal advice with respect to pre-employment drug testing, Public Safety promotional testing, and PPACA |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|--|--|
| 5. Orientation and Training <i>p. 13-15</i> <i>Lines: 416-511</i> | Include language from the Fire Department Section (16) and corresponding revisions |
| 6. General Work Rules <i>p. 15-20</i> <i>Lines: 514-745</i> | <ul style="list-style-type: none">▪ Eliminate outdated statements (City business hours)▪ Revisions per Legal advice with respect to nursing mothers, outside employment, solicitation, and weapons policy |
| 7. Drug Free Workplace <i>p. 20-22</i> <i>Lines: 748-849</i> | <ul style="list-style-type: none">▪ Revisions per Legal advice to be compliant with the law and best practices▪ Eliminate specific reference to name of software for random drug testing |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|--|--|
| <p>8. Code of Ethics</p> <p>p. 22-24 Lines: 852-950</p> | <p>Change section name to be a more encompassing term. Conflict of Interest still remains a subsection. Include “step child” to the definition of immediate family to be in compliance with the Texas Government Code.</p> |
| <p>9. Compensation</p> <p>p. 24-30 Lines: 953-1198</p> | <ul style="list-style-type: none">▪ Include language from the Fire Department Section (16) and corresponding revisions▪ Revisions per Legal advice with respect to work hours and overtime to clearly reflect City’s work periods as well as leave counting toward the calculation of overtime▪ Revise wording in accordance with current practices to issue longevity pay checks on the Wednesday before Thanksgiving (<i>one week earlier</i>) |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|---|--|
| 9. Compensation (Cont.) <i>p. 24-30</i> <i>Lines: 953-1198</i> | <ul style="list-style-type: none">▪ Per Legal advice, add language regarding replacement cost of unreturned property |
| 10. Discipline <i>p. 30-32</i> <i>Lines: 1201-1319</i> | <ul style="list-style-type: none">▪ Disciplinary documents are no longer removed from employee's file▪ Replace the term "Warning" with "Reprimand" for consistency with Public Safety▪ Include additional language to have a more comprehensive policy |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|--|--|
| <p>12. Leave Policy p. 33-42 Lines: 1348-1771</p> | <ul style="list-style-type: none"> ▪ Include additional language to provide clarification of the policy ▪ Provide definition of “immediate family” member for leave use purposes ▪ Revisions per Legal advice with respect to Family Medical Leave and Military Leave |
| <p style="text-align: right;"><i>Sick</i></p> | <ul style="list-style-type: none"> ▪ <i>Add a statement of what constitutes leave abuse</i> ▪ <i>Restrict employees from working secondary job while using leave</i> |
| <p style="text-align: right;"><i>Emergency Bereavement Leave</i></p> | <ul style="list-style-type: none"> ▪ <i>Change term to avoid confusion</i> ▪ <i>Allow employees to extend bereavement leave with Director's approval (employee could use other accrued leave)</i> |

Personnel Policy Manual

Proposed 2016 Revisions

| Section | Revisions |
|--|--|
| <p>13. Workers' Compensation</p> <p><i>p. 42-43</i> <i>Lines: 1773-1829</i></p> | <ul style="list-style-type: none">▪ Specify the name of documents and procedures▪ Update content to be consistent with current procedures▪ Include additional language to avoid employee expectation of double income (<i>WC's and City's</i>) |
| <p>15. Vehicle Use Policy</p> <p><i>p. 44-52</i> <i>Lines: 1858-2198</i></p> | <ul style="list-style-type: none">▪ Designate HR as the responsible department to coordinate the driver license check as, per statute, PD is not to disseminate DL information obtained▪ Revisions per Legal advice with respect to driver license check▪ Provide for reasonable transportation of non-City persons when traveling to or from work▪ Revise wording in accordance with current practices |

Personnel Policy Manual

Proposed 2016 Revisions - **Benefits**

| | Current Policy | Proposed Revision |
|-----------------------------------|--|--|
| Section 9 Compensation | H. Separation Pay | |
| p. 29 Lines: 1182-1186 | Up to 128/192* sick hours provided: <ul style="list-style-type: none"> - 6 months of employment - All separations | Up to 128/192* hours provided: <ul style="list-style-type: none"> - 5 years of employment - Separation in good standing - Providing two-week notice |

*56 Hours Schedule FD Employees

Personnel Policy Manual

Proposed 2016 Revisions - **Benefits**

| | Current Policy | Proposed Revision |
|--|--|---|
| Section 12 Leave Policies (cont.) | F. Personal Leave | |
| <i>p. 37 Lines: 1546-1553</i> | Non-exempt employees may request and be granted up to three paid hours per month in order to take care of personal business that could not otherwise be scheduled outside of working hours. | Eliminate |
| | K. Leave Pool | |
| <i>p. 41-42 Lines: 1697-1771</i> | Provide a vehicle to participate in a pool where hours are donated and participants may use pool hours for medically related reasons. | Eliminate |
| Section 14 Employee Benefits | D. Short-Term Disability Plan | |
| <i>p. 44 Line: 1843</i> | Paid 100% by the City | Voluntary-Contributory Election (Effective 10/01/16) |

Personnel Policy Manual

Proposed 2016 Revisions - **Benefits**

| | Current Policy | Proposed Revision |
|--|---|---|
| Section 12 Leave Policies (cont.) | C. Sick | |
| p. 34 Lines: 1404-1408 | Accrual – sixty-four (64) hours per year Accumulate up to a maximum of 520 hours | Accrual – ninety-six (96) hours per year Accumulate up to a maximum of 720 hours |
| | 56 Hours Schedule FD Employees: | |
| p. 34-35 Lines: 1410-1418 | Accrual – 120 hours per year Accumulate up to a maximum of 730 hours | Accrual – 144 hours per year Accumulate up to a maximum of 1010 hours |

Personnel Manual

Proposed 2016 Revisions - **Benefits**

| | Current Policy | | Proposed Revision | |
|--------------------------------------|--|---|---|---|
| Section 12 Leave Policies | B. Vacation | | | |
| p. 33 Lines: 1358-1366 | <u>Years of Service</u> 0 through 4 5 through 14 15 and above | <u>Days of Vacation</u> 10 Days (80 hours) 15 Days (120 hours) 20 Days (160 hours) | <u>Years of Service</u> 0 through 4 5 through 9 10 and above | <u>Days of Vacation</u> 10 Days (80 hours) 15 Days (120 hours) 20 Days (160 hours) |
| | 56 Hours Schedule FD Employees: | | | |
| p. 33-34 Lines: 1368-1373 | <u>Years of Service</u> 0 through 4 5 through 14 15 and above | <u>Days of Vacation</u> 120 hours per year (5 shifts) 180 hours per year (7.5 shifts) 240 hours per year (10 shifts) | <u>Years of Service</u> 0 through 4 5 through 9 10 and above | <u>Days of Vacation</u> 120 hours per year ... 180 hours per year ... 240 hours per year ... |

2016 Personnel Policy Manual Revisions

CALENDAR



❖ City Council Approval

- June 2nd – Present Personnel Policy Manual Proposed Revisions to City Council
- June 9th – Incorporate City Council revisions
- June 16th – Present Personnel Policy Manual Proposed Revisions for City Council approval

❖ Communication to Employees

- July 5th, 6th & 7th – Schedule mandatory meetings with all employees to communicate changes. Employees will receive and sign for a copy of the revised Personnel Policy Manual.

❖ Adopt Revised Personnel Policy Manual

- July 25th – All employees are required to comply with all provisions of the revised Personnel Policy Manual.

City of Corinth



Personnel Policy Manual

ORDINANCE NO. 01-03-15-07

APPROVED MARCH 15, 2001

LAST REVISION NOVEMBER 26, 2013

PROPOSED DATES:

Workshop: June 2, 2016

Approval: June 16, 2016

Effective: July 25, 2016

Personnel Policy Manual

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1
2
3 **Section 1 Introductory Statement**
4

5 A. Policy
6

7 It is the policy of the City to maintain a Personnel Policy ~~or Procedure~~ Manual (referred to as the
8 Manual) to inform all employees of applicable policies and procedures. Further, it is the
9 responsibility of all employees, especially supervisors, to see that the policies and procedures are
10 followed. Also, please be advised that no Personnel Policy ~~or Procedure~~ Manual can anticipate
11 every circumstance or question about policy and procedures. The contents of this Manual are not
12 intended, and should not be construed, as creating any contractual rights.
13

14 B. Questions
15

16 Employees who have questions regarding how a policy pertains to ~~your~~ their particular situation
17 should consult their supervisors or the ~~Personnel~~ Human Resources Director or Representative.
18

19 C. Objectives
20

21 The objectives of the Manual are as follows:
22

- 23 1. To ensure uniform understanding and application of the City's Personnel policies and
24 procedures.
- 25 2. To identify the authority and responsibility for administering Personnel policies and
26 procedures.
- 27 3. To standardize the handling of recurring Personnel administration matters.
28
- 29 4. To provide a basis for informing and counseling employees as well as training supervisors
30 in Personnel administration.
31
32
33

34 D. Official Policy:
35

36 This ~~the~~ Manual contains the approved Personnel policies and procedures for the City. The contents
37 have been approved by the City Manager and City Council. The ~~the~~ Manual is intended to serve as
38 a primary medium of communication to inform management, supervisors, and employees
39 regarding standard Personnel matters. These policies apply to all Personnel of the City of Corinth.
40 This Manual supersedes all previous manuals, agreements, policies and procedures, whether
41 written or oral, expressed or implied, relating to employment, and shall not be changed or subject
42 to change orally.
43

44 E. Responsibilities:
45

46 Individual responsibilities regarding Personnel, policies and ~~P~~procedures are outlined herein.

- 47
- 48 1. The City Manager or designee will administer and maintain an up to date ~~the~~Manual. The
- 49 City Manager may also issue additional directives and/or associated procedures to amplify
- 50 or clarify the policies outlined herein.
- 51
- 52 2. The ~~Personnel~~Human Resources Director or designated representative (~~Personnel~~Human
- 53 Resources Office) is responsible for ~~the~~ preparation and distribution of the ~~Personnel~~
- 54 Policy ~~the~~Manual to supervisors and others as directed by the City Manager. ~~The~~
- 55 ~~Personnel~~Human Resources Director shall periodically audit the ~~the~~Manual to determine
- 56 areas that may need revision or new policies. The ~~Personnel~~Human Resources Director
- 57 shall submit proposed changes to the City Manager for review and consideration.
- 58
- 59 3. Employees will receive and sign for a copy of the Personnel Policy Manual, indicating
- 60 understanding and the requirement for adhering to all policies contained in the ~~the~~Manual.
- 61 All employees are required to comply with all provisions of this Manual.
- 62

63 F. Reservation

64

65 The City retains the right to revise, cancel, or otherwise change any of the published or unpublished

66 Personnel policies and procedures at its discretion. Notice of proposed changes shall be provided

67 to employees prior to the effective dates. The proposed changes shall become effective

68 immediately after the notice is given unless otherwise stated in the notice.

69

70 G. Disclaimer

71

72 The contents of this ~~the~~Manual are to serve merely as a guideline with respect to uniform and

73 consistent treatment of employees. Nothing contained in this ~~the~~Manual is intended to create and

74 should not be construed as creating an employment contract, a contractual right of continued

75 employment, or any restriction on traditional prerogatives of the City in the management of its

76 workplace; and, the contents of the ~~the~~Manual are subject to revision at any time by the City

77 Manager with Council approval.

78

79

80 Section 2 Employment at Will

82 A. Voluntary Employment

83

84 Employment with the City of Corinth is voluntarily entered into, and the employee is free to resign

85 at will at any time, with or without cause. Similarly, the City may terminate the employment

86 relationship at will, at any time, with or without notice or cause.

87

88 B. Contractual Obligations

89

90 Policies set forth in this ~~handbook~~Manual are not intended to create a contract, nor are they to be

91 construed to constitute contractual obligations of any kind or a contract of employment between

92 the City and any of its employees. The provisions of this Manual have been developed at the

93 discretion of the City and, except for its policy of employment-at-will, may be amended or
94 canceled at any time, at the City’s sole discretion.
95

96
97 **Section 3 Equal Employment Opportunity Policy & Reporting Procedures**
98

99 A. This Section 3 applies to all employees, volunteers, or interns [collectively “employee(s)”] for
100 the purposes of this section only.
101

102 AB. Equal Employment Opportunity
103

- 104 1. The City is an equal employment opportunity employer (EEO) and does not discriminate
105 against employees or job applicants on the basis of race, religion, color, sex, age, national
106 origin, disability, veteran status, or any other status or condition protected by applicable
107 federal and state laws.
108
- 109 2. The City:
 - 110 a. Recruits, hires, trains, and promotes persons in all job titles without regard to
111 race, religion, color, age, national origin, disability, veteran status, or any other
112 status or condition protected by applicable federal and state laws.
113
 - 114 b. Ensures that all Personnel actions such as compensation, benefits, transfers,
115 layoffs, returns from layoff, training, education, and social and recreational
116 programs are administered without regard to race, religion, color, sex, age,
117 national origin, disability, veteran's status, or any other status or condition
118 protected by applicable federal and state laws.
119
- 120 3. All forms of employment discrimination with regard to employees or job applicants,
121 including any form of racial slurs, religious intimidation, epithets, sexual advances or
122 harassment, are prohibited. Any charges will be investigated; and, if warranted,
123 appropriate disciplinary action will be taken.
124
- 125 4. Employees who have suggestions with regard to equal employment are encouraged to
126 contact the ~~Personnel~~ Human Resources Director.
127

128
129 BCB. Unlawful Discrimination and Harassment
130

- 131 1. It is the City’s policy that all employees shall be able to enjoy a work environment free
132 from all forms of unlawful discrimination and harassment. Unlawful discrimination or
133 harassment is aggressive, suggestive, or offensive behavior based upon race, age, religion,
134 color, disability, national origin, gender, veteran status or any status in any group protected
135 by federal, state or local law. The City does not tolerate improper interference with the
136 ability of the City’s employees to perform their expected job duties.
137

138 2. Prohibited conduct includes, but is not limited to: epithets, slurs and negative stereotyping;
139 threatening, intimidating or hostile conduct; denigrating jokes and comments; and writings
140 or pictures that single out, denigrate or show hostility or aversion toward someone on the
141 basis of a protected characteristic. Conduct, comments or innuendoes that may be
142 perceived by others as offensive are wholly inappropriate and are strictly prohibited. This
143 policy also prohibits sending, showing, sharing or distributing in any form, inappropriate
144 jokes, pictures, comics, stories, etc., including, but not limited to via facsimile, e-mail
145 and/or the Internet. All City employees are entitled to a workplace free of unlawful
146 harassment by management, supervisors, co-workers, citizens and vendors. City
147 employees are also prohibited from harassing citizens, vendors and all other third parties.
148 Any form of discrimination or harassment may result in disciplinary action up to and
149 including termination of employment.

150
151 CD. Sexual Harassment

152
153 1. Sexual harassment may exist when an employee, in order to obtain a sexual favor, exercises
154 or threatens to exercise the authority and/or power of his or her position to control,
155 influence, direct or affect the job, duties, earnings or career of another employee. Sexual
156 harassment may also occur when the use of sexually explicit language, pictures or conduct
157 creates a hostile or offensive working environment. Any form of sexual harassment may
158 result in disciplinary action up to and including termination of employment.

159
160 2. Unlawful harassment includes, but is not limited to:

161 a. Making unwanted sexual advances or request for sexual favors, or other verbal or
162 physical acts of a sexual nature, such as uninvited touching or sexually related
163 comments.

164
165 b. Making the acceptance or refusal of sexual advances a basis for employment decisions
166 or a condition of employment.

167
168 c. Creating an intimidating, offensive, or hostile workplace by, for example:

169
170
171 *Verbal Conduct:*

172 Sexual innuendos, sexually suggestive comments, jokes of a sexual nature,
173 unwanted sexual advances, suggestive or insulting sounds, graphic
174 commentaries about a person's body.

175
176 *Visual Conduct:*

177 Leering, obscene gestures, sexually suggestive objects or pictures, cartoons or
178 posters, suggestive or obscene notes, letters or e-mail.

179
180 *Physical Conduct:*

181 Assault, interference with work, or any unwanted physical contact of a sexual
182 nature.

184 ED. 3 Reporting Procedures

185
186 To ensure that such ~~practices~~ conduct ~~does~~ not occur in our workplace, the following three-step
187 reporting, investigation and corrective measure procedure applies:

- 188
189 a. Reporting. Whenever employees have reason to believe that they or any other
190 employees, have been subjected to a discriminatory working environment, sexual
191 harassment, or other discriminatory practice, the employee(s) ~~is/are/As~~ required within
192 fourteen (14) ~~five (5)~~ calendar days of the incident, to submit a complaint in writing on
193 the Employee Harassment or Discrimination Complaint Form, to the supervisor in the
194 chain of command and submit a copy to the ~~Personnel~~ Human Resources Director. -If
195 the employee’s concern is of such a nature that the immediate supervisor is the alleged
196 harasser or reporting such conduct to the supervisor is otherwise not appropriate, within
197 five (5) ~~fourteen (14)~~ calendar days of the incident the employee is required to submit
198 the ~~Employees~~ Harassment or Discrimination Complaint Form, to the ~~Personnel~~ Human
199 Resources Director or the City Manager.
- 200
201 b. Investigation. The ~~Department Head~~ Department Director, City Manager, Human
202 Resources Director or designee will investigate all reports concerning a discriminatory
203 working environment, sexual advances, or other discriminatory practices. Reasonable
204 measures will be undertaken to preserve the confidentiality of information that is
205 reported during the investigation. ~~Employees should recognize that the consequences of~~
206 ~~unfounded allegations can have serious effects on innocent men and women and~~
207 ~~therefore, all employees are expected to act responsibly.~~ No employee shall be
208 retaliated against for reporting or complaining in good faith of sexual harassment. If
209 the individual has a preference for presenting the matter to a female (or male)
210 employee, an employee of the appropriate gender will be designated to hear the
211 specifics of the matter being reported.
- 212
213 c. Corrective Measures. -Following the investigation, corrective measures, including, but
214 not limited to, the counseling, reprimand, suspension or termination of individuals
215 engaging in any of the above-referenced misconduct will be taken. Appropriate
216 documentation of the matter will also be made.

217
218
219 **Section 4 Employment and Selection**

220
221 A. General

222
223 It is the policy of the City to recruit and select applicants for employment on the basis of job-
224 related qualifications and ability to perform a job. The employment decision is determined first
225 by whether there are any openings available and, second, by which applicant best meets the
226 requirements for the open position. Policies regarding promotion and transfer are based on job
227 requirements, job performance and qualifications.

229 B. Administrative Guidelines

230

231 1. Applications are accepted for existing vacancies only. All applicants must complete an
232 official application form, as provided by the City of Corinth. The ~~Personnel~~Human
233 Resources Director will maintain applications in accordance with legal guidelines. (~~Fire~~
234 ~~Department employees refer to Section 16 or Fire Department guidelines~~).

235

236 ~~The fire dept. Fire Department will oversee the hiring of fire department employees and~~
237 ~~will forward information on successful candidates to the Personnel representative for the~~
238 ~~City of Corinth. All fire department employees will attend City of Corinth~~
239 ~~orientation.~~Human Resources Department.

240

241 2. False statements on the application or during employment interviews are grounds for
242 rejection of the applicant or grounds for termination, if already employed.

243

244 3. Generally, initial screening of applicants shall be conducted by or according to directions
245 of the ~~Personnel~~Human Resources Director. Only those applicants referred to the hiring
246 supervisor may be considered for selection.

247

248 4. ~~All Screened~~ applications will be referred from the ~~Personnel Director~~ Human Resources
249 Office to the hiring supervisors.

250

251 5. All employment advertising will be placed by or be approved by the ~~Personnel~~Human
252 Resources Director.

253

254 C. Selection Procedures

255

256 1. Supervisors requesting additional or replacement personnel must submit a requisition that
257 has been approved by the appropriate supervisor or the City Manager before steps are
258 initiated to fill a vacancy. (~~Fire Department employees refer to Section 16 or Fire~~
259 ~~Department guidelines~~).

260

261 ~~Approval of additional, or replacement positions within the fire department will be~~
262 ~~approved by the fire department board of directors. Testing will be administered by the~~
263 ~~fire department in accordance with local, state, and federal laws.~~

264

265 2. Updated job descriptions must be on file with the ~~Personnel~~Human Resources Director for
266 each position to be filled.

267

268 3. The hiring supervisor will conduct reference checks and will work with the ~~Personnel~~
269 Human Resources Director to verify the validity of licenses or certificates, if required for
270 the position.

271

272 4. The ~~Department Head~~Department Director or designee will initiate all job offers and will
273 schedule a time for the completion of the necessary forms and, if required for the position,
274 a medical examination or other tests.

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5. Testing. Any required tests (includes drug testing) will be administered under the direction of the ~~Personnel~~ Human Resources Director.
6. Vacancies may be posted internally prior to outside advertising.

D. Conditions of Employment ~~Eligibility~~

1. Criminal History Check. The City may request, through the Texas Department of Public Safety, a criminal history check of an applicant as part of the employment process, to verify statements made on an application for employment and to determine if any convictions exist.
2. Driving Records. For positions requiring an employee to drive on business of the City, the ~~Personnel~~ Human Resources Director may request a list of convictions for traffic violations, and a verification that the potential employee has a valid ~~driver's~~ driver license. The ~~Personnel~~ Human Resources Director may also request a review of an employee's driving record when considered for promotions or as a routine check of City employees. A person is ineligible for employment in a position that involves driving if the person has a poor driving record. A poor driving record is evidenced by any of the following:
 - a. Two or more at fault accidents in the last three years; or
 - b. Four or more moving violations in the last three years; or
 - c. A driving violation while intoxicated or under the influence of drugs (DWI/DUI~~D~~) in the last five years; or
 - d. More than one DWI/DUI~~D~~ ever.
3. Pre-Employment Drug Testing. All applicants applying to positions that have a direct impact on the public's or fellow employees' health, safety and welfare through products or services provided by the City who receive a conditional offer of employment with the City must first pass a pre-employment drug test before employment may begin. The City will not hire any applicant who refuses to take the pre-employment drug test. If an employee does not pass the pre-employment drug test, the offer of employment shall be withdrawn.
4. Commercial ~~Driver's~~ Driver License (CDL). For certain positions within the City an employee must have a Commercial ~~Driver's~~ Driver License or attain one within 90 days of date of employment.
5. Medical/Psychological/Physical Agility Exam Requirement. For those positions where physical capacity has been determined and documented as a job requirement, an offer of employment may be conditioned upon the satisfactory results of one or more examinations to determine the ability to meet the established requirements. The City will designate the medical clinic for the examination, and will be responsible for the cost of an examination

321 required by the City.

- 322
- 323 6. Nepotism. No officer of the City shall appoint, vote for, or confirm the appointment to any
- 324 office, position, clerkship, employment or duty, of any person related within the second
- 325 degree by affinity or within the third degree by consanguinity to any member of the
- 326 ~~e~~Council or the Mayor, when the salary, fees or compensation of such appointee is to be
- 327 paid for, directly or indirectly, out of or from public funds or fees of office of any kind or
- 328 character whatsoever. Similarly, no person shall be hired or promoted by the City to a
- 329 position that is under the supervision of a relative by blood or marriage or with whom a
- 330 living arrangement exists.
- 331
- 332 7. ~~-~~Uniforms for Employees. The City may furnish, provide for, or require uniforms for
- 333 specified positions. Positions requiring uniforms will be determined by the City Manager.
- 334 This determination will be based upon safety, security considerations and the need for
- 335 employee identification.
- 336
- 337 8. Personal Appearance. All employees are expected to dress in a manner appropriate to the
- 338 business environment in which they work, complying with safety standards as indicated by
- 339 department or industry standards. Clothing should be clean, comfortable and attractive but
- 340 not distracting. All office/public contact employees are expected to be appropriately
- 341 dressed and well groomed to reflect a professional, business environment. Business casual
- 342 attire during working hours is permitted. Business casual does not include jeans, t-shirts,
- 343 sweatshirts, sweatpants, warm-up/wind suits, shorts, tank tops, flip-flop shoes, midriff
- 344 baring tops, camisole tops, or any other clothing determined by the supervisor to be
- 345 unacceptable. No visible body piercing except for ear lobes is permitted. Any questions
- 346 about what is considered to be appropriate business attire in the workplace should be
- 347 directed to the appropriate supervisor. The City reserves the right to relieve any employees
- 348 of their duties without pay until their appearance meets City standards.

349

350 E. Promotions and Transfers

351

352 When the position vacancy may be filled from within the City by promotion or transfer of qualified

353 employees: ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~

- 354
- 355 1. The ~~Personnel~~ Human Resources Director will post the notice internally throughout the
- 356 City for at least five working days.

357

358 For the Fire Department, the posting of positions and oversight of promotional process

359 will be the responsibility of the Fire Chief with the information on the successful candidate

360 being forwarded to the ~~Personnel representative for the City of Corinth~~ Human Resources

361 Department. All fire department promotions will be posted ~~ninety days (90)~~ at least sixty

362 (60) days prior to the beginning of the promotional process.

- 363
- 364 2. Any employee with the proper qualifications and with more than six months of service is
- 365 eligible to apply for a vacant position. Applications should be submitted on an application
- 366 form provided by the ~~Personnel~~ Human Resources Director.

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3. Internal applications are to be considered by the hiring supervisor according to the City's established ~~procedures~~ protocol for employment selection procedures as set forth in this section 4.
4. Positions that are not filled from the internal promotion process may be announced to the general public. Employees of the City may also apply for a position after it has been announced to the general public.
5. Promotional testing for Public Safety positions will be administered by their departments in accordance with local, state and federal laws.
- ~~5.6.~~ An employee desiring a transfer to another division or location should first discuss the transfer with his or her supervisor. The employee should not contact another supervisor until an interview has been arranged by the ~~Personnel~~ Human Resources Director.

~~Promotional testing will be administered by the fire department~~ Fire Department ~~in accordance with local, state and federal laws.~~
- ~~6.7.~~ Requests for transfer are subject to the approval of the supervisor(s) of the affected division(s) and the City Manager.
- ~~7.8.~~ A lateral transfer may be approved if the transfer furthers the interests of the City.

F. Employee Classifications

City employees will be classified as one of the following.

1. Regular Full-time. Employment in an annual budgeted position for a minimum of forty (40) hours per week.
2. Regular Part-Time. Employment in an annual budgeted position for a minimum of twenty (20) hours per week and less than forty (40) hours per week.
3. Seasonal/Temporary. Employment in a position established for a specified period and seasonal employment. A temporary position may consist of any number of hours.

The City will comply with the provisions of the Patient Protection and Affordable Care Act (PPACA) when determining eligibility for insurance benefits.

G. Re-employment

Employees who return to work for the City within 180 days of separation will have prior service credited upon rehire. Eligibility for benefits will remain as before unless not permitted by benefit contract.

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Section 5 Orientation and Training

A. Purpose

The purpose of orientation is to assist new employees in adjusting to their positions and the work environment. Objectives of the orientation program are as follows:

1. Provide each new employee with the information needed to become familiar with the work, the City and co-workers.
2. Provide channels of communication through which new employees can obtain information and answers to questions involving their work and policies of the City.

B. Responsibilities

Responsibilities for new employee orientation are shared by the ~~Personnel~~Human Resources Director and the supervisors. The ~~Personnel~~Human Resources Director or designee (in case of absence) provides information in the following areas during the first week of employment.

1. Organization and functions of the City.
2. Hours of work; overtime, if applicable; attendance policies.
3. Salaries, wages, and pay dates.
4. Benefits such as medical, life, dental, retirement, disability, etc.
5. Leave policies (vacation, holidays, etc.).
6. Other personnel forms and procedures.

The new employee's supervisor is responsible for the following areas of orientation to be covered during the first week of employment.

1. Review job description.
2. Tour the facility or work area, pointing out equipment and operations that affect the employee's job.
3. Provide or ensure that hazard communication training is provided in accordance with the City's safety program and instruction on use of personal protective equipment, if applicable to the position.

459 4. Introduce employee to co-workers, procedures and equipment necessary for the work
460 environment.

461
462 C. Training

463
464 The purpose of training and education is to encourage all employees to further their education in
465 subjects relating to their current job position and to broaden their knowledge and skills in
466 preparation of potential job responsibilities within the City. Objectives of the training program
467 are as follows: ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~

- 468
469 1. City sponsored and/or required training shall be arranged during regularly scheduled work
470 hours if possible. Such training shall be recorded as time worked.
471
472 2. Cost for attending the training sessions must be approved by the ~~Department~~
473 ~~Head~~Department Director prior to registering.
474
475 3. A training program requiring out-of-state travel must have approval from the City Manager
476 or designated representative prior to registration.
477
478 ~~The board of directors and/or the Fire Chief will approve out-of state training based on the~~
479 ~~Lake Cities Fire Department's budget.~~
480
481 4. Supervisors should notify the ~~Personnel~~Human Resources Office regarding employees
482 who attend and complete training sessions so the information can be noted in the official
483 personnel file.
484

485 D. Tuition Reimbursement

486
487 The city will reimburse, to the maximum extent consistent with budget limitations, tuition and
488 outlined core costs incurred by each eligible employee who enrolls in a job-related, degree plan,
489 City approved course of study as outlined below:

- 490
491 1. All City employees with at least six (6) months of full-time employment are eligible.
492
493 2. Courses must be taken from an accredited state supported institution or from a privately
494 accredited institution with the understanding that reimbursement will be based on state
495 supported institution rates.
496
497 3. Reimbursement Request Form must be approved and signed by the ~~Department~~
498 ~~Head~~Department Director and City Manager prior to enrollment.
499
500 4. Employees will be reimbursed for 70% of mandatory fees and costs of tuition for approved
501 courses where a "C" average or better is attained or "B" for graduate courses. Employees
502 will not be reimbursed for transportation, books, parking, or for expenses paid for by other
503 financial assistance, such as Veterans' Assistance or scholarships. Maximum
504 reimbursement per employee is \$500.00 per fiscal year and employee must be actively

505 employed with the City at time of reimbursement. An official grade report and the signed
506 Reimbursement Request Form must be submitted to ~~Department Head~~the Department
507 Director within thirty (30) days of issuance of grades, which will then be forwarded to
508 ~~Personnel~~Human Resources Office for reimbursement.

- 509
510 5. Employees who leave employment with the City within six months of completing a course
511 will be required to reimburse the City for their most recent course completion.
512

513 **Section 6 General Work Rules**

514 A. Work Hours and Attendance

515 1. Responsibilities.

- 516 a. Regular and prompt attendance at work is required of all employees of the City.
517 Employees are required to be at their workplaces in accordance with the work schedules
518 established for their division or facility unless officially excused by the responsible
519 supervisor.
520
521 b. Supervisors, through the normal chain of command, shall ensure that absences from
522 duty and the reasons for the absences are recorded on time reports or other documents
523 as needed.
524
525 c. Failure to report to work for three (3) continuous days without notifying the employee's
526 supervisor will constitute ~~j~~Job ~~a~~Abandonment. This will result in the employee's
527 immediate termination.
528
529 d. The hours during which offices, facilities, and divisions are open for business are
530 determined by the City Manager. ~~(Generally, business hours are 8 a.m. to 5 p.m., unless~~
531 ~~otherwise directed.)~~
532
533 e. Supervisors shall implement, through the normal chain of command, alternative
534 schedules to provide for other specific requirements of the division or facility.
535
536 f. Individual employees may be directed to work special hours or shifts as determined by
537 the needs of the City.
538
539 g. The various departments will determine meal times. Breaks will be short and
540 infrequent for personal convenience not to exceed fifteen (15) minutes in a four (4)
541 hour period.
542
543 ~~g.~~h. State and federal law require that nursing mothers be provided a reasonable break time
544 in order to express breast milk for her nursing child for up to one (1) year after the
545 child's birth or adoption (as applicable) each time such an employee has a need to
546 express the milk. The City will provide a private, secure location, other than a
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550

551 restroom, with a separate refrigerator in the employee's building for this purpose. The
552 space provided will be one that can be made available to the employee as needed, is
553 shielded from view, and free from intrusion from co-workers or the public. The
554 employee and her supervisor will agree on the times for these breaks. In order to prepare
555 such a designated space, the City requires advance notification (that an employee is
556 requesting this break time) so that space can be designated and prepared within a
557 facility. For the purposes of this policy, a written request directed to Human Resources
558 will suffice. Human Resources will work with the Department Director to ensure that
559 an adequate space is prepared and maintained for the duration of the period of time
560 expressing is requested. Breaks taken for the purpose of expressing breast milk will run
561 concurrently, not in addition to, other breaks taken throughout the day.

562
563 2. Inclement Weather

- 564
565 a. If inclement weather circumstances prevent, or are expected to prevent, an employee
566 from reporting to work as scheduled, the employee must notify the appropriate
567 supervisor as soon as possible, preferably before the scheduled work period. Essential
568 personnel, as designated by the City Manager, may be required to report to work
569 regardless of inclement weather or other circumstances.
570
571 b. The City Manager may authorize excused absences or alternative schedules for safety
572 considerations due to inclement weather, road or other conditions.

573
574 3. Overtime.

- 575
576 a. Employees are expected to work overtime when necessary, as determined by the
577 supervisor.
578
579 b. Overtime work is not a right and will be acceptable only for the good of the City when
580 approved by the supervisor.
581
582 c. Supervisors shall notify employees of the necessity for overtime work in advance, if
583 possible. During emergency situations, employees are expected to stay after normal
584 work hours or to report to work before or after regular work hours with little or no
585 advance notice.

586
587 B. Outside Employment

588
589 1. Definitions.

- 590
591 a. Holding a position with the City is the primary employment for regular, full-time
592 employees.
593
594 b. Outside or secondary employment (including self-employment) includes any job or
595 position in which an employee provides goods or services in consideration of payment
596 of any type.

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2. Considerations.

- a. Employees may be allowed to pursue outside employment (secondary employment) only when such employment does not interfere with, or adversely affect, the employee's ability to perform assigned duties in the operation and business of the City. Work requirements, including overtime and availability for emergency recall, have precedence over any outside employment.
- b. An employee engaging in temporary or occasional outside work during non-scheduled work hours must notify his or her supervisor in writing prior to engaging in outside or secondary employment (including self-employment).
- c. Authorization to work at an outside job may be rescinded at any time by the City.
- d. Outside employment and outside activities that constitute a conflict of interest with the purposes and mission of the City are prohibited. City employment duties shall take priority over outside employment duties.

C. Employee Safety

- 1. Commitment to safety of self, fellow workers, the public, property, tools and equipment is a fundamental condition of employment with the City. In the performance of duties, employees are expected to observe safety practices, rules and operating procedures, as well as instructions relating to the efficient performance of their work.
- 2. Responsibilities. All employees are expected to carry out the following responsibilities:
 - a. Review safety procedures and make plans to perform assigned work in a safe manner, after prior consultation with supervision when appropriate.
 - b. Follow safety procedures and take an active part in protecting oneself, fellow workers, the public, equipment and facilities.
 - c. Report all accidents, injuries and illnesses immediately to the responsible supervisor.
 - d. Render first aid according to safety training and common sense. Call for emergency assistance when needed.
 - e. Report immediately to the responsible supervisor all-unsafe conditions encountered.
 - f. Attend safety-training meetings when requested.
 - g. If prescribed or over the counter medication or alcohol have been used off the job, it is the responsibility of the employee to report to work without any side effects that could

642 impair the employee's ability to function safely and efficiently and notify the supervisor
643 of the use and any known side effects which could affect safety or performance.

644
645 h. Maintain all work areas, tools, equipment and facilities in a clean, orderly, and safe
646 condition.

647
648 3. Due to the length and complexity of topics, the City's Safety Program may be published in
649 separate documents and directives. Responsibilities of supervisors and all other personnel
650 are as delineated in the City's Safety Program.

651
652 D. Use of Equipment and Property

653 1. Standards and Responsibilities.

654
655 a. Employees may not operate any vehicle, operating equipment, construction equipment,
656 or machine unsupervised until they have attained the necessary skills and proficiency
657 as determined by the responsible supervisors. Further, the employee must have
658 requisite drivers or operators certificate.

659
660 b. For certain positions, employees are required to hold a valid CDL (commercial) type
661 drivers license in order to perform their normal duties. The City will, upon renewal
662 of such license and presentation of written proof of same, reimburse such employee
663 an amount equal to the difference in the cost of the CDL type license and that of an
664 ordinary Class 'C' license. Also, an employee will be allowed up to two hours of
665 regular paid work time, if needed, to renew a CDL type license required by the City.

666
667 c. Employees may use equipment of the City only for its intended purpose. Users are
668 responsible for the proper maintenance and care of the equipment.

669
670 d. Employees may not use equipment, vehicles, tools, material, or other property of the
671 City for personal use, either on the premises of the City or elsewhere.

672
673 e. Equipment, vehicles, tools, material, or other property of the City may not be removed
674 or appropriated for the personal use or gain of an employee or others.

675
676
677 E. Solicitation

678 1. Definition.

679
680 "Solicitation" means any oral or written communication that requests or encourages
681 contributions of money, time, or other items of value for: any fund or collection;
682 participation in any organization; or purchase of any merchandise or service.

683
684 2. Conditions.

685
686

687 a. Unauthorized solicitation of employees by vendors on the premises of the City facilities
688 is prohibited.

689
690 b. Solicitations for recognized charities and other purposes must be authorized in writing
691 by the City Manager prior to engaging in solicitation. ~~(Fire Department employees refer~~
692 ~~to Section 16 or Fire Department guidelines).~~

693
694 Solicitation for recognized charities and other purposes on fire department property must
695 be authorized by the Fire Chief.

696
697 F. Residency Requirement or Reasonable Response Time

698
699 1. Residency requirements for employees of the City shall be based entirely on the
700 requirements of the position held by the employee. Unless specifically required by the City
701 Manager or as a condition of employment in a certain position, an employee is encouraged,
702 but not required, to live within the boundaries of the City.

703
704 2. Within six (6) months following their hire dates, operational employees must be able to
705 arrive at their work station from their residence within a reasonable period of time; (usually
706 thirty minutes) when called in for operational purposes.

707
708 3. The reason for the residence requirement is that the City may require any or all operational
709 employees to report to work for emergency purposes or to take on-call duty on a rotating
710 basis. This on-call status may consist of weekend and night duty when the employee's turn
711 is assigned and also may require the employee's assistance when needed by other personnel
712 in the event of an emergency situation.

713
714 G. Tobacco Use

715
716 This policy is to ensure the health of non-tobacco using employees while safeguarding the
717 City's facilities and equipment from smell and/or damage caused by the use of tobacco
718 products.

719
720 1. The use of all tobacco products (smoking, ~~or~~ smokeless or electronic) is prohibited within
721 any municipal facility, City vehicle, or enclosed piece of equipment.

722
723 2. Areas will be designated for smoking at each City facility. Employees will be able to use
724 these areas during their break periods or meals.

725
726 H. Employee Weapons Policy

727
728 Unless specifically authorized by the City Manager, no employee, other than a City of Corinth
729 licensed peace officer, shall carry, store, use or possess a firearm or other prohibited weapon
730 on City property.

731

- 732 1. "City property" includes but is not limited to owned or leased vehicles, buildings and
733 facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation
734 centers, and parks, including leased property.
735
- 736 2. This ban excludes possessing or storing guns or firearms in employees' locked personal
737 vehicles in parking lots, parking garages, and parking areas.
738
- 739 3. Employees, other than City of Corinth licensed peace officers, are also prohibited from
740 carrying a "prohibited weapon" while on duty or at any time while engaging in City-related
741 business.
742
- 743 4. "Prohibited weapons" include firearms, clubs, explosive devices, knives with blades
744 exceeding 5 ½ inches, switchblades, etc., as defined by Texas Penal Code Sections 46.01
745 and 46.05.
746

747 **Section 7 Drug Free Workplace**

748 A. Purpose and Scope

- 750
- 751 1. The policy of the City is to maintain a safe and healthful working environment for all
752 employees. The use of drugs and other substances covered by this policy is inconsistent
753 with the standards of the City and the behavior expected of all employees.
754
- 755 2. Specific purposes of this policy are to:
- 756 a. Establish and maintain a safe, healthy working environment for all employees;
757
- 758 b. Ensure the reputation of the City and its employees;
759
- 760 c. Reduce unsafe conditions and the number of accidental injuries to persons or
761 property;
762
- 763 d. Reduce absenteeism and tardiness; and
764
- 765 e. Provide for a testing process.
766
- 767 3. This policy establishes expected standards of conduct for all employees, and it states the
768 potential disciplinary actions that may be taken if the standards are violated. The City is
769 also concerned with prevention of substance abuse and will provide information and
770 education on the dangers of drugs. The City expects all employees to enthusiastically
771 support this policy and to be alert to any possible dangers or abuses related thereto.
772
- 773 4. The requirements of this policy extend to the abuse of all substances, such as, but not
774 limited to, abuse of alcoholic beverages, inhalants, prescription, or other drugs and illegal
775 drugs.
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B. Standards of Conduct

1. The following rules represent the policy of the City on substance abuse. They are effective immediately and will be enforced uniformly with respect to all employees.
2. All employees are prohibited from being under the influence of alcohol, inhalants, or illegal substances during working hours.
 - a. The sale, possession, transfer, or purchase of illegal drugs on the property or while conducting business for the City is strictly prohibited. Such action will be reported to the appropriate law enforcement officials and may result in termination of employment.
 - b. No alcoholic beverage will be opened or consumed on the premises of the City.
 - c. Any employee using prescription or other drugs that may affect safety or impair work performance shall notify his or her supervisor upon reporting to work.
 - d. To assure a safe working environment for all employees and the public, any employee who is aware of substance abuse among employees is obligated to make a confidential report to the appropriate supervisor.
3. Any employee who violates these standards will be subject to disciplinary action, including termination in accordance with the established Personnel policies of the City.

C. Treatment

1. Employees who feel they have developed an addiction to or dependence on alcohol, inhalants, or drugs are encouraged to seek assistance.
2. Rehabilitation itself is the responsibility of the employee. Employees seeking medical attention for addiction are entitled to benefits under the group medical insurance plan of the City, as outlined under the provisions of that plan.

D. Testing

1. Pre-Employment Drug Testing. As indicated in the Conditions of Employment Eligibility Selection Procedures, all applicants applying for positions that have a direct impact on the public's health, safety and welfare through products or services provided by the City who receive a conditional offer of employment with the City must first pass a pre-employment drug test before employment may begin. The City will not hire any applicant who refuses to take the pre-employment drug test.
2. Post Accident Testing. Drug/Alcohol testing shall be conducted when an employee's conduct may have contributed to a job related accident. This policy shall also apply if the

824 employment related accident results in damage to personal or City property in excess of
825 \$200, or injury to any person that requires medical attention. Prior to requiring an employee
826 to submit to a drug test, the supervisor shall discuss the matter with the Human Resources
827 Director. –Any decision not to administer a drug test under this policy shall be made by
828 the supervisor and reported in writing to the ~~Personnel~~ Human Resources Director.
829

- 830 3. Reasonable Suspicion. When a supervisor has reason to believe that an employee, at work,
831 ~~or~~ when reporting to work or when conducting City business, appears to be under the
832 influence of alcohol or drugs; or, the employee appears to be abusing drugs, the employee
833 will be required to take a drug or alcohol test. The employee’s actions and appearance that
834 cause the supervisor to have individualized suspicion that the employee is under the
835 influence of alcohol or drugs shall be documented in writing and immediately forwarded
836 to the Human Resources Director.
837
- 838 4. Random Testing. Employees assigned to positions that have a direct impact on the public’s
839 health, safety and welfare through products or services provided by the City, including
840 those with commercial driver licenses, may be subject to periodic or random testing. The
841 City Manager shall designate the positions subject to such testing. The City uses computer
842 software that randomly chooses selects employees for drug testing. ~~’s management system~~
843 ~~(INCODE) contains a random drug testing software in the payroll module.~~ For those
844 employees with commercial driver licenses, ~~R~~random drug testing will be administered
845 according to the general guidelines of the Department of Transportation Random Drug
846 Testing Program.
847
- 848 5. The City will designate the medical clinic to perform any required testing, and is
849 responsible for the cost of any required testing.
850

851 **Section 8** ~~Conflict of Interest~~ Code of Ethics

852 **A. Policy**

853
854 Employees of the City will endeavor to avoid conflicts of interest with the purposes and mission
855 of the City and to conduct themselves according to the highest standards of public service.
856 Nonetheless, it is expected that certain conflicts may arise in the normal course of business and
857 personal life; and such conflicts should never deter principled and competent individuals from
858 proving public service to the City.
859

860 **B. Purpose**

861
862 The purposes of this policy are as follows:
863

- 864 1. To provide guidance to the employees regarding standards of ethical conduct and
865 procedures for avoiding conflict of interest; and
866
867 2. To maintain a professional climate for efficiently conducting the business affairs of the
868
869

870 City; and

871

872 3. To instill public confidence in the City by helping attract competent and principled
873 individuals as employees.

874

875 C. Commitment

876

877 Every person that accepts appointment as an employee of the City does hereby commit to honor
878 the ethical traditions and policies of the City as follows:

879

880 1. To conduct the duties of his/her position in a business-like manner for the best interest of
881 the City;

882

883 2. To avoid partisan or political actions that are inconsistent with the City's responsibility to
884 provide first class utility service equally to all members and customers;

885

886 3. To not accept or solicit any gift, favor, or service that may tend to influence the discharge
887 of official duties;

888

889 4. To not accept or solicit employment or personal business activity which one could
890 reasonably expect to require or induce him/her to disclose confidential information of the
891 City;

892

893 5. To not accept other employment or compensation which could reasonably be expected to
894 impair his/her judgment in the performance of official duties;

895

896 6. To not engage in any business ventures which could reasonably be expected to create
897 substantial conflicts between his/her private interest and the public interest; and

898

899 7. To not intentionally or knowingly solicit, accept or agree to accept any benefits for having
900 exercised his/her official powers or duties in favor of another person.

901

902 D. Conflict of Interest

903

904 When an employee becomes aware that the City is considering a transaction related to a business
905 entity or related to real property in which the employee has a substantial interest, the employee
906 will disclose such interest to his/her immediate supervisor and shall not participate in
907 recommendations, approvals or decisions related to such transactions with the business entity or
908 regarding real property.

909

910 E. Personal Financial Interests (Substantial Interest)

911

912 The term "substantial interest" is defined as a direct or indirect pecuniary benefit. Following are
913 examples of situations that constitute conflicts of interest involving financial transactions of the
914 City.

915

- 916 1. In proposed transactions with any business entity:
917
918 a. If the employee (or family member) owns 10 percent (10%) or more of the voting
919 interest or shares of the business entity or owns more than twenty five thousand dollars
920 (\$25,000.00) of the equity, or market value of the entity, or
921
922 b. Funds received by the employee (or family member) from the business entity exceed
923 10 percent (10%) of the person's gross income during the previous year.
924
925 2. In real property, if the employee (or family member) owns more than five thousand dollars
926 (\$5,000.00) interest in the fair market value of the real property.
927
928 3. The matter of substantial interest shall apply to the employees of the City and to their
929 immediate family members. Immediate family member is defined as spouse, parent,
930 parent-in-law, brother, sister, brother-in-law, sister-in-law, child, step child, son-in-law and
931 daughter-in-law.
932

933 F. Business Gifts and Entertainment
934

- 935 1. Employees shall not solicit, offer, accept, or agree to accept in any fashion, benefits or gifts
936 of value from a person or supplier of goods and services or other organizations doing
937 business with the City.
938
939 2. The prohibition against gifts or favors as stated above in F.1. shall not apply to an
940 occasional non-pecuniary gift, valued at less than \$25.00 or an award publicly presented in
941 recognition of public service provided such gift or favor poses no conflict of interest and
942 is within customary business relationships.
943

944 G. Responsibilities
945

946 All employees are expected to adhere to the highest standards of conduct in the business affairs of
947 the City. If an employee has any doubt about the appropriateness of any action or business
948 relationship, the employee should discuss the situation with his or her supervisor. An employee
949 should report to their immediate supervisor any action or offer that appears to constitute a conflict
950 of interest or a violation of this policy.
951

952 **Section 9 Compensation**
953

954 A. Purpose
955

956 It is the intent of the City to comply with all state and federal laws governing employee
957 compensation, including the Fair Labor Standards Act (FLSA). The FLSA establishes minimum
958 wages, overtime, records keeping, and child labor standards. The FLSA provides that executive,
959 administrative, and professional employees (salaried employees) are exempt from the Act's
960 overtime requirements.
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B. Determination of Exempt/Non-Exempt Status

1. The ~~Personnel~~ Human Resources Director shall determine whether or not a position is exempt or non-exempt under the FLSA. Requests to review the status of a position must be submitted in writing to the ~~Personnel~~ Human Resources Director. The ~~Personnel~~ Human Resources Director may also conduct audits when deemed necessary to review the status of particular positions.
2. The ~~Personnel~~ Human Resources Director will maintain an up-to-date list of the City's exempt and non-exempt positions.

C. Work Hours and Overtime

1. Work Period.
 - a. All regular employees have an established work period (week) of seven consecutive days, Monday through Sunday of each week. One work period shall be used to calculate overtime wages. ~~(Work hours and schedules shall be determined generally in accordance with the policies contained in Section 6 of this mManual.)~~
 - b. In any given work period, all hours worked over 40 by nonexempt employees shall be paid at one and one-half times the regular rate. These hours will be adjusted according to legal exemptions for fire or police personnel.
 - ~~b.c.~~ Designated Police and fire department personnel have an established work period of fourteen consecutive days, Monday through Sunday. Designated Fire department personnel earn overtime wages when the hours worked exceed 106 hours during the work period. Designated Police personnel earn overtime wages when the hours worked exceed 80 hours during the work period.
2. Administrative Guidelines.
 - a. Except under urgent emergency conditions, all overtime hours must be authorized in advance. Nonexempt employees are prohibited from working in excess of their regular workweek at their own initiative.
 - b. Averaging of hours worked over two (2) work periods to determine eligibility for overtime pay or compensatory time is not allowed.
 - c. Vacation leave, ~~personal leave, jury duty~~ civil leave, emergency bereavement leave and holiday leave shall count as hours worked toward the calculation of overtime. All other leave types shall not count as hours worked toward the calculation of overtime.
 - d. Supervisors, through the normal chain of command, shall ensure that overtime hours are recorded on time reports and other applicable documents.

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3. Compensatory Time.

- a. Compensatory time may be earned in lieu of overtime as allowed under the FLSA. ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~
~~At this time, fire department~~Fire Department personnel assigned to a 56-hour workweek will be paid for ALL overtime. ~~Fire department personnel assigned to a 40-hour workweek will comply with the City of Corinth Personnel Policy Manual.~~
- b. Compensatory time earned shall accrue at a rate of one and one-half times the approved hours worked.
- c. Compensatory time is not to be considered hours worked for determination of overtime pay.
- d. The supervisor, prior to the performance of work, must authorize the accrual of compensatory time in the same manner as authorization for overtime.
- e. A maximum balance of 40 hours of compensatory time may be accrued by non-exempt employees. ~~No additional compensatory time shall accrue until the employee's compensatory time balance falls below this maximum and employees will be paid at their overtime rates if required to work hours in excess of those outlined~~ under FLSA in this section above.
- f. An employee who has accrued compensatory time may request, in advance, the use of compensatory time off at any time consistent with the needs of the City. The City will allow for the use of compensatory time within a reasonable period after the request is made, unless the employee's absence from work would disrupt City operations.
- g. Upon termination of employment, non-exempt employees will be paid for unused compensatory time at the final regular rate received by such employee.
- h. Non-exempt employees who are promoted or reclassified into an exempt position shall receive payment for all accrued compensatory time prior to the effective date of the promotion. Compensatory time is not expected to be transferred within departments.

4. Holiday Pay.

- a. City employees shall receive eight (8) hours "holiday pay" for each City holiday worked unless arrangements for alternate time-off are made with their supervisors. ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~

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Fire department employees assigned to a 56-hour workweek receive ~~(11)~~ twelve-hour holidays per year. All holiday time must be taken within one year from the date it is accrued.

- b. Because of its operational needs and requirements, the City may require that certain employees² work on holidays. These employees, in addition to receiving eight (8) hours of holiday pay will also be paid at one and one-half (1.5) times the employee's regular rate of pay for those hours worked in excess of the overtime calculation for their position as specified in this section above.~~40 hours in that work week.~~

5. On-Call Pay.

- a. The City has a form of pay that is designed to compensate non-exempt employees who are required to remain in an on-call status. Employees will receive one hour of regular pay for each day they are assigned to be on-call.
- b. On-call status is defined as the twenty-four (24) hour period beginning at the start of a business day (or a specified shift) and continuing through the following morning. The supervisor shall determine the period of on-call.
- c. Employees in on-call status must be able to be contacted and to respond within the time frame established by the supervisor.
- d. Employees are expected to be fit for duty at all times while on call.
- e. While on call and for four hours prior to being on call, employees are prohibited from drinking alcoholic beverages.
- f. Employees in on-call status who fail to respond, or if unable to be contacted at any time during that status, shall forfeit their claim to on-call pay and be removed from the on-call list for that assigned interval. Failure to respond may subject the employee to disciplinary action.
- g. On-call pay is received in addition to any other compensation and is not used in calculation of the overtime rate.
- h. Employees who are assigned to on-call duty and are required to report to work for operational or emergency purposes during non-scheduled work hours, shall receive a minimum of two-hours pay for that day. These two hours of pay is in addition to the on-call pay described in Paragraph a. of this section.
- i. Actual hours worked, including the two-hour minimum, will count as hours worked when calculating overtime. Only one two-hour minimum will apply in a given work day, even if more than one call-out is experienced.

1097 D. Receiving Pay

1098

1099 1. Pay Period.

1100

1101 a. The City provides a systematic and organized approach for the administration of pay
1102 for its employees on a bi-weekly basis.

1103

1104 b. The bi-weekly pay period shall be divided into two workweeks of Monday through
1105 Sunday.

1106

1107 2. Pay Day.

1108

1109 a. The official payday for employees of the City will be on the Friday following the close
1110 of the bi-weekly pay period.

1111

1112 b. When the official payday falls on a holiday, the payday will be observed the day before
1113 the holiday.

1114

1115 c. The City pays employees by direct deposit or check mailed to the employee's
1116 residence.

1117

1118 E. Certification Incentive Pay

1119

1120 When an employee has or earns an additional license(s) or certification(s) related to the position,
1121 which license(s) or certification(s) exceeds what is required for the employee's position, and the
1122 license(s) or certification(s) can be used to the benefit of the City, the City offers a monthly
1123 incentive pay. ~~(Fire Department employees refer to Section 16 or Fire Department guidelines).~~

1124

1125 The fire department board of directors will approve certification pay based on the fire department's
1126 budget.

1127

1128 1. For each additional license or certification that is held or obtained, other than those required
1129 of the position, an incentive monthly amount for each license will be granted.

1130

1131 2. The total certification incentive pay received shall not exceed \$90.00 per month for all such
1132 additional licenses or certifications.

1133

1134

1135 3. A copy of all licenses or certifications required for the employee's position and for which
1136 the employee is being compensated shall be forwarded to the Personnel-Human Resources
1137 Director. Employees shall maintain current for all those licenses or certifications required
1138 for the employee's position. The City will be responsible for costs related to required
1139 employee training and renewal of operator certifications required for the position provided
1140 the employee attends a sufficient number of training sessions. The appropriate supervisor
1141 will determine the number and type of sessions.

1142

1143 4. If an employee fails to renew an optional certification for which they are being
1144 compensated under this policy, they must immediately notify the Personnel Human
1145 Resources Director so that the incentive pay can be discontinued.

1146
1147 F. Education Pay

1148
1149 To encourage employees to continue their education, the City offers a monthly incentive pay.

- 1150
- 1151 1. Regular full-time employees (except positions that require a degree, the City Manager, and
1152 Department Heads Department Directors) are eligible for education pay.
 - 1153
 - 1154 2. Education pay of \$100.00 per month will be awarded to eligible employees who have
1155 obtained a bachelor's or master's degree from an accredited institution of higher learning.
1156 Education pay maximum will not exceed \$100.00 per month.
 - 1157
 - 1158 3. It is the employees' responsibility to furnish documentation that proper accreditation was
1159 in place at the time they obtained the degree.

1160
1161
1162 G. Longevity Pay

1163
1164 To compensate employees for their length of service to the City, longevity pay is calculated at
1165 \$6.00 per month of employment. It is paid ~~the first week of December~~ on the Wednesday before
1166 Thanksgiving and employees must have been employed with the City more than six months on the
1167 day payment is issued.

1168
1169 H. Separation Pay

- 1170
- 1171 1. Separation pay includes any accrued leave or compensatory time for non-exempt
1172 employees and any applicable accrued leave for employees eligible for paid leave under
1173 the City's leave policies. ~~(Fire Department employees refer to Section 16 or Fire~~
1174 ~~Department guidelines).~~
 - 1175
 - 1176 2. The City will compensate an employee for any unused vacation leave up to two times their
1177 annual vacation accrual upon retirement or termination, provided the employee has worked
1178 a minimum of six (6) months for the City. ~~Employees will be paid for unused vacation~~
1179 ~~leave, up to two times their annual vacation accrual upon separation from the Lake Cities~~
1180 ~~Fire Department of the City of Corinth.~~
 - 1181
 - 1182 3. The City will compensate employees for any unused sick leave up to 128 hours (192 hours
1183 for Fire Department employees on a 56 hour schedule) upon separation, provided the
1184 employee has worked a minimum of ~~six-five (65) months-years~~ for the City and is
1185 separating in good standing (not terminated for reasons related to misconduct or
1186 performance) having given a two-week notice.

1187

1188 Employees will be paid for unused sick leave, up to 192 hours of sick time upon separation
1189 from employment.

1190
1191 4. Employees cannot use accrued leave (e.g., vacation, holiday, compensatory time) during
1192 the last two (2) weeks of employment unless approved by the City Manager.

1193
1194 5. The City reserves the right to deduct the cost of unreturned City property from the
1195 employee's final paycheck. The amount of wages withheld is determined by the
1196 replacement cost of the unreturned property. However, the City shall not make deductions
1197 which result in the employee's pay falling below the minimum wage or the salary basis
1198 test.

1200 1201 **Section 10 Discipline**

1203 A. Observance of Rules and Policies

1204
1205 Employees who violate work rules or policies of the City are subject to disciplinary action,
1206 including possible termination. Disciplinary action may also be imposed for performance contrary
1207 to training or failure to carry out instructions. Discipline also may result from other unacceptable
1208 conduct or performance, even though not specifically prohibited by a particular work rule or
1209 policy.

1210 B. Responsibilities

- 1211 1. Supervisors are responsible for ensuring proper performance and conduct of employees
1212 under their supervision.
- 1213 2. Supervisors, through the chain of command, are responsible for monitoring disciplinary
1214 actions and assisting in handling and documenting situations that require more than a ~~verbal~~
1215 warning written reprimand.

1216 C. General Procedures

1217
1218 When a supervisor determines that disciplinary action may be needed, the supervisor may conduct
1219 an interview with the employee for the following purposes:

- 1220 1. To allow the employee to explain the circumstance(s) in question, either orally or in
1221 writing.
- 1222 2. To provide the employee with a clear understanding of the supervisor's observations and
1223 expectations.
- 1224 3. To proceed with disciplinary action, if warranted.

1233
1234
1235 D. Forms of Disciplinary Action
1236

1237 The following steps are intended to provide a range of disciplinary actions that may be used to fit
1238 the circumstances of the violation. The steps will not necessarily be taken in the order listed, and
1239 the City may enforce any level of disciplinary action including immediate termination of
1240 employment depending upon the severity of the conduct, the employee's work performance and
1241 prior disciplinary history, the employee's length of service, and mitigating circumstances, if any.
1242 ~~Department heads~~ Department Directors may remove an employee from the worksite with City
1243 Manager's approval for up to two weeks with pay during any investigative process. The
1244 disciplinary steps below are not exhaustive and the City reserves the right to deviate from the steps
1245 below when other forms of discipline are warranted.
1246

1247 ~~Written warnings shall be removed from the official record after a period of two years has elapsed~~
1248 ~~since the warning was issued.~~
1249

- 1250 1. ~~Initial Warning~~ Written Reprimand – Level I. This step is intended to inform the employee
1251 in writing that violations of policy or other conduct are unacceptable. The immediate
1252 supervisor may ~~deliver an initial warning~~ issue a Written Reprimand – Level I to the
1253 employee, ~~either written or verbal~~, without management approval. After such
1254 ~~warning~~ reprimand, the supervisor will forward written documentation of the circumstances
1255 and the action taken. The memorandum is to be sent through the chain of command and
1256 to the ~~Personnel~~ Human Resources Director to become part of the employee's personnel
1257 file. A copy of the memorandum will be sent to the employee.
1258
- 1259 2. ~~Second Warning~~ Written Reprimand – Level II. This ~~warning~~ reprimand constitutes formal
1260 written notification to the employee that poor performance or violation of rules or policies
1261 has jeopardized the employee's status and that continuation of these practices may result in
1262 further disciplinary action. The supervisor documents the questionable actions in as much
1263 detail as possible and consults with the next level of supervision and the ~~Personnel~~ Human
1264 Resources Director prior to issuing the ~~warning~~ reprimand. The supervisor prepares a letter
1265 ~~to the employee~~ informing the employee of the seriousness of the situation and potential
1266 consequences. Before delivering such letter to the employee, the supervisor shall contact
1267 the Human Resources Director to discuss the matter. A copy of the letter is placed in the
1268 employee's personnel file.
1269
- 1270 3. Suspension. A suspension is a short period of time off (up to two weeks) without pay to
1271 provide notice that the employee is facing a possible demotion or discharge if performance
1272 or conduct does not improve. A ~~department head~~ Department Director, or designee, may
1273 suspend an employee without pay when such action is deemed necessary to correct the
1274 employee's behavior or performance. Prior to action being taken, the ~~department~~ head
1275 Department Director and the intervening supervisor ~~should~~ shall discuss the matter
1276 with the Human Resources Director and obtain the City Manager's approval. Additionally,
1277 prior to action being taken, the Department Director and the intervening supervisor should
1278 discuss with the employee his or her overall work record, disciplinary history, work

1279 performance, attendance and conduct as applicable. If the ~~Department Head~~Department
1280 Director determines that a suspension is appropriate, the employee is notified, in writing,
1281 of the suspension. A copy of the letter is placed in the employee's personnel file.
1282 ~~Suspension without pay in excess of two calendar weeks must have the City Manager's~~
1283 ~~approval.~~ Suspension without pay of any exempt employee must be authorized
1284 discussed in advance by the Human Resources Director.

- 1285
- 1286 4. Demotion. Consideration of demotion and the procedures related thereto shall be similar
1287 to those for suspension. Prior to administering the demotion, the Department Director shall
1288 discuss the matter with the Human Resources Director and obtain City Manager's approval.
- 1289
- 1290 5. Termination. If a supervisor believes that termination is indicated, the supervisor may
1291 instruct the employee to leave work immediately and await instructions. The supervisor
1292 will review the circumstances and supporting documentation with his or her supervisor, or
1293 designee, and the ~~Personnel~~Human Resources Director. The procedures for suspension
1294 and demotion will typically be followed for terminations. Prior to administering the
1295 termination, the supervisor responsible for the termination shall discuss the matter with the
1296 Human Resources Director and obtain City Manager's approval. When a decision has been
1297 reached, the supervisor will notify the employee of the decision. A copy of the letter is
1298 placed in the employee's personnel file.

1299

1300 E. Appeals

- 1301
- 1302 1. An employee may appeal a disciplinary action, including discharge, by filing a written
1303 request with the ~~Personnel~~Human Resources Director within five (5) working days from
1304 the date of notification of disciplinary action taken. The supervisor immediately above the
1305 employee's supervisor who gave the ~~warning~~Written Reprimand – Level I or II will hear
1306 the appeal of ~~an Initial Warning~~the Written Reprimand – Level I or II. ~~All other~~ appeals
1307 will be scheduled and heard by the City Manager or designee. All decisions and
1308 disciplinary actions by the City Manager shall be final. ~~(Fire Department employees refer~~
1309 ~~to Section 16 or Fire Department guidelines).~~
- 1310
- 1311 2. Any and all appeals filed later than five (5) working days after the date the employee is
1312 formally notified of disciplinary action shall be denied and the current status of the action
1313 shall become final.
- 1314
- 1315 3. All appeals will be scheduled and heard within a reasonable time from the date the appeal
1316 is received.

1317

1318 ~~The fire department board of directors will hear appeals prior to the City Manager for the City of~~
1319 ~~Corinth.~~

1320

1321

1322 **Section 11 Performance Appraisal**

1324 A. Purpose

1325

1326 The performance appraisal program provides a method for comparing each employee's
1327 performance to the work expected for the position. It should promote a common understanding of
1328 individual needs, work objectives, and specific job standards of acceptable performance.

1329

1330 B. Responsibilities

1331

1332 1. Generally, the performance appraisal schedule will lead to annual appraisals.

1333

1334 2. An initial performance appraisal will be conducted six (6) months after an employee is
1335 hired. Thereafter, performance appraisals will be conducted according to schedules and
1336 guidelines developed by the ~~Personnel~~ Human Resources Director for all regular full time
1337 and part time employees scheduled for more than twenty (20) hours per week.

1338

1339 3. The ~~Personnel~~ Human Resources Director will maintain records of performance appraisals
1340 conducted and will provide assistance to supervisors as necessary.

1341

1342 4. The City Manager is responsible for conducting, on an annual basis, a review of
1343 performance of each ~~Department Head~~ Department Director according to the individual job
1344 description developed jointly by the ~~Department Head~~ Department Director and the City
1345 Manager.

1346

1347

1348 **Section 12 Leave Policies**

1349

1350 A. Purpose

1351

1352 The purpose of this policy is to provide for appropriate leave and other time off for employees.

1353

1354 B. Vacation

1355

1356 1. Vacation with pay is authorized for all full time regular employees.

1357

1358 2. The following schedule is to be used in determining the annual accrual of vacation time,
1359 for employees in regular full-time pay status. (~~Fire Department employees refer to Section~~
1360 ~~16 or Fire Department guidelines~~).

1361

| | Years <u>of</u> Service | Days of Vacation |
|------|-----------------------------------|---------------------|
| 1362 | 0 through 4 | 10 Days (80 hours) |
| 1363 | 5 through 14 <u>9</u> | 15 Days (120 hours) |
| 1364 | 15 <u>10</u> and above | 20 Days (160 hours) |

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1368 ~~40 hour per week FD employees receive the same as City of Corinth employees. 56 hour~~
1369 per week Fire Department employees receive the following:

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| | |
|----------------------|---------------------------------|
| 0- through 4 Years | 120 hours per year (5 shifts) |
| 5- through 149 Years | 180 hours per year (7.5 shifts) |
| 1510 Years and above | 240 hours per year (10 shifts) |

- 3. Prorated ~~A~~ accrual of vacation begins upon employment and vacation leave may be taken ~~or paid, upon separation,~~ after six (6) months of service.
- 4. Vacation leave may not be used in advance of accrual without written approval of the City Manager.
- 5. Vacation leave ~~must~~ shall not be used in increments of less than one (1) hour.
- 6. Employees shall schedule their vacation periods with approval of their supervisors as far in advance as possible.
- 7. Employees may accumulate vacation leave up to two times their annual accrual rate.
- 8. In the event of an emergency or work scheduling requirements, employees may be required to defer their vacation. Authorization under this policy shall be at the discretion of the City. If such deferment of leave for benefit of the City would cause the employee to accrue more than the maximum allowed amount, the City will, at its option, compensate the employees for such excess leave or authorize ~~employee~~ them to exceed the maximum.

C. Sick Leave

- 1. Sick leave with pay is authorized for all regular full-time employees when absent from work for personal health reasons or when attending to an immediate family member who is ill. Immediate family member is defined as: spouse, child, step-child, parent, step-parent, parent-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, or ward. This definition applies to the sick leave section only.
- 2. Regular, full-time employees accrue ~~sixty four (64)~~ ninety six (96) hours of sick leave per year. Accrual begins immediately upon employment. Sick leave may be carried over from one year to the next, and can accumulate up to a maximum of ~~520~~ 720 hours. When an employee has accumulated ~~520~~ 720 hours, the employee will not continue to accrue sick leave. ~~(Fire Department employees refer to Section 16—Fire Department Employees).~~

56 hour hours per week Fire Department employees, accrue 144 hours of sick leave per year. Sick leave may be carried over from one year to the next, and accumulate up to a maximum of ~~730~~ 1010 hours. After an employee has accumulated ~~730~~ 1010 hours, the employee shall not accrue additional sick leave. See Section 9.H, Separation Pay for maximum sick leave separation pay

1416 ~~40 hour per week fire department employees receive the same as City of Corinth~~
1417 ~~employees. 56 hour per week employees receive the following:~~
1418 ~~120 hours per year~~

- 1420 3. Prorated accrual of sick leave begins upon employment. Sick leave is prorated by dividing
1421 the total amount of sick leave by 26 accrued each pay period and the resulting amount is
1422 the sick leave accrued each pay period. Sick leave, if needed, may be taken after one (1)
1423 month of service.
- 1425 4. In order to receive compensation during an absence due to illness, employees must notify
1426 their supervisors ~~prior to or within~~ one-half hour after prior to the appointed work time.
1427 Failure to give such notification, except in an emergency or due to unusual circumstances,
1428 as determined by the supervisor, may result in an employee's absence being charged to
1429 leave without pay for that day.
- 1431 5. ~~The City may require a physician's statement for absences due to illness or injury in excess~~
1432 ~~of three (3) days per occurrence.~~ The City may require An employee must to present
1433 satisfactory, written proof of illness or injury for the employee or immediate family
1434 member that prevents him or her from working. when the employee uses sick leave for
1435 three (3) or more consecutive work days and at any other time if requested by the City. Once
1436 requested, employees must present such written proof within five business days to the
1437 Human Resources Director.
- 1439 6. Sick leave may not be used in advance of accrual.
- 1441 7. Sick leave ~~must~~ shall not be used in increments of less than one (1) hour.
- 1443 8. Abuse of sick leave, including use of sick leave for anything other than an illness, injury,
1444 or doctor/dentist appointment as provided for in this policy, may result in immediate
1445 disciplinary action, up to and including termination of employment, and may also render
1446 the employee ineligible for paid sick leave benefits. Abuse of sick leave occurs when an
1447 employee uses sick leave for unauthorized purposes, or misrepresents the actual reason for
1448 the absence or fails to timely provide proof of injury or illness to the Human Resources
1449 Director. In addition, inappropriate sick leave usage occurs when usage of sick leave, not
1450 protected by law, becomes so frequent that an employee cannot fulfill the employee's
1451 essential job functions.
- 1453 9. An employee on sick leave, whether paid or unpaid, may not work a second job during the
1454 period of leave, even if he or she has written authorization from the Department Director
1455 to work a second job. The only exceptions to this policy must be obtained in writing from
1456 the Department Director who will submit it to the Human Resources Department.

1458 D. Holidays

- 1460 1. Regular full time and regular part-time employees are eligible for paid holidays authorized
1461 by the City.

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2. Eligibility for holiday pay begins with the first day of employment.
3. The City observes the following days as paid holidays for all regular employees.
 - a. New Year's Day – January 1
 - b. Martin Luther King, Jr. Day
 - c. Good Friday - Friday before Easter
 - d. Memorial Day - Last Monday in May
 - e. Independence Day - July 4
 - f. Labor Day/September 11 - 1st Monday of September
 - g. Thanksgiving Day - 4th Thursday of November
 - h. Day After Thanksgiving - 4th Friday of November
 - i. Christmas Eve - December 24
 - j. Christmas Day - December 25
 - k. One Personal Holiday – Floating Holiday

~~40 hour per week FD employees receive the same as City of Corinth employees.~~ 56 hour per week Fire Department employees will receive ~~(11)~~ twelve-hour shifts (132 hours) of holiday time per year. All employees will accrue holiday time regardless if the holiday is worked or not. Employees scheduled to work holidays will be paid at the regular rate.

4. Holidays that fall on Saturday will typically be observed on Friday. Holidays that fall on Sunday will typically be observed on Monday as determined by the City Manager.
5. Floating ~~h~~Holidays accrual will occur on the 1st payroll in January. Employees on a 9-hour schedule will accrue the holiday leave of a number of hours equal to the difference between the total holiday hours (88 hours) and the hours required to cover the remaining appointed holidays for the calendar year. ~~Floating holiday hours may be accrued up to a maximum of 13 hours annually.~~
6. Employees must be in a pay paid status on the scheduled workday immediately prior to and following a holiday to be eligible for holiday pay. -Employees receiving workers' compensation benefits or short term/long term disability benefits are not considered in paid status.

- 1508 7. Floating holiday leave must be scheduled and pre-approved by the employee’s supervisor.
 1509 Such ~~l~~leave will be granted if not disruptive to City services. Floating holiday leave ~~must~~
 1510 shall not be used in increments of less than ~~four~~one (1) hours.
 1511
- 1512 8. The first Monday of September will be observed as the September 11 holiday for
 1513 firefighters as established by state statute.
 1514
- 1515 9. Regular part-time employees will receive pro-rated holiday pay ~~on a pro-rated basis~~ based
 1516 upon the following scheduled hours worked per week-:
 1517

| <u>Number of Hours Worked pPer Week</u> | <u>Pro-Rated Holiday Hours</u> |
|---|--------------------------------|
| 1519 1 to 10 hours | 2 hours |
| 1520 11 to 20 hours | 4 hours |
| 1521 21 to 30 hours | 6 hours |
| 1522 Over 31 hours | 8 hours |

1524 E. EmergencyBereavement Leave
 1525

- 1526 1. Regular full and regular part time employees are eligible for paid emergencybereavement
 1527 leave. Bereavement leave is an additional employee benefit and does not draw from the
 1528 employee’s accrued leave.
 1529
- 1530 2. EmergencyBereavement leave benefits begin on the first day of employment.
 1531
- 1532 3. Employees may take up to 24 hours ~~(three working-calendar~~ days of paid leave for a death
 1533 of an immediate family member as approved by the Department Director.
 1534
- 1535 4. Immediate family member is defined as: spouse, child, step-child, parent, step-parent,
 1536 parent-in-law, person(s) in loco parentsstepparent, brother, brother-in-law, sister, sister-in-
 1537 law, grandparent, grandparent-in-law, grandchild, legal guardian, or ward. This definition
 1538 applies to the bereavement leave section only.
 1539
- 1540 5. An employee may be required to provide proof of death/funeral/family relationship in
 1541 support of bereavement leave.
 1542
- 1543 6. Department Director may approve an employee to take accrued leave after having taken
 1544 bereavement leave.
 1545

1546 F. Personal Leave
 1547

1548 ~~Non-exempt employees may request and be granted up to three paid hours per month in~~
 1549 ~~order to take care of personal business that could not otherwise be scheduled outside of~~
 1550 ~~working hours. (Fire Department employees refer to Section 16 or Fire Department~~
 1551 ~~guidelines).~~

1552 Only employees assigned to a 40-hour workweek will be eligible for personal leave time.
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GF. Administrative Leave

~~Upon approval by the~~ The City Manager may place, an employee ~~may be placed~~ on Administrative Leave, with or without pay, for a period of time not to exceed two (2) weeks. Upon approval by the City Manager, Administrative Leave may be extended with a review every two (2) weeks.

HG. Family and Medical Leave

Eligible employees shall be entitled to a maximum of twelve (12) weeks of unpaid leave during a twelve (12) month period; (1) for the birth, adoption or foster placement of an employee's child; (2) to care for a spouse, parent, son or daughter with a serious health condition; or (3) where, because of a serious health condition, the employee is unable to perform the functions of his or her position.

1. To be eligible for benefits an employee must have been employed for at least twelve (12) months and worked for at least 1,250 hours during the twelve (12) months immediately preceding the commencement of leave. To determine eligibility for leave, the City uses a rolling 12-month period measured backward from the date of any FMLA leave.
2. Serious health condition, for the purposes of this policy, means an illness, injury, impairment or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care.
- ~~2.3.~~ Whenever an employee's leave is foreseeable, the employee must notify his or her supervisor at least thirty (30) days before the leave is anticipated to begin by submitting the Family and Medical Leave of Absence Request form. Failure to give notice for a foreseeable leave may result in delay of the leave. If, however, the nature of the leave requires that it begin in less than thirty (30) days, employees must notify their supervisors as soon as possible. The employee must provide medical certification from the health care provider (see paragraph below) within fifteen (15) days after requested. Furthermore, continuing proof of disability may be requested at any time as a condition of the leave. There are certain exceptions to eligibility for FMLA and the City is legally permitted to deny a request for leave under certain conditions.
- ~~3.4.~~ Any request for a medical leave must be accompanied by a Medical Certification Form completed by the health care provider of the eligible employee or of the child, spouse or parent of the employee. All medical certifications must be completed and provide all of the requested information. Failure to provide timely completed medical certifications (i.e. fifteen days after requested) may result in the delay of leave and/or termination of employment. Subsequent re-certification and second opinions may also be required. Additional Medical Certification forms are available from the ~~Personnel~~ Human Resources Director.

1600 ~~4.5.~~ Employees may choose to retain or use accrued paid vacation and sick leave for the length
1601 of the unpaid leave period. Eligible employees who are on leave due to a work-related
1602 serious health condition will be placed on FMLA and this time will count toward their
1603 FMLA benefits. In no instance will the total amount of time used for any purposes
1604 authorized under FMLA exceed twelve (12) weeks in any twelve (12) month period.
1605

1606 ~~5.6.~~ Employees who qualify for FMLA may exercise their rights to leave on an intermittent
1607 basis. However, when intermittent leave is taken, the employee, depending on the needs
1608 of the City, may be transferred to a position that is better suited to intermittent absences.
1609

1610 ~~6.7.~~ Employees who were receiving group health plan benefits just prior to taking a FMLA may
1611 elect to continue those benefits during an approved FMLA. Employees who elect to
1612 continue coverage during their FMLA must continue to pay their portion of monthly health
1613 care premiums as indicated above. Employees have a thirty (30) day grace period in which
1614 to make premium payments. If payment is not made timely, the group health insurance
1615 may be canceled, provided they are notified in writing at least fifteen (15) days before the
1616 date that health coverage will lapse, or, at the City's option, the City may pay the
1617 employee's share of the premiums during the FMLA leave, and recover these payments
1618 from the employee upon return to work.
1619

1620 ~~7.8.~~ Except in special circumstances, employees who fail to return to work for at least thirty
1621 (30) days following a FMLA are required to repay any group health plan premiums that
1622 were paid by the City during their leave.
1623

1624 ~~8.9.~~ Vacation and sick leave will accrue while an employee is on Family and Medical Leave
1625 for a period up to six weeks.
1626

1627 ~~9.10.~~ Following an approved FMLA leave, an employee will be returned to the same
1628 position or to an equivalent position, provided that the employee returns within the twelve
1629 (12) week period.
1630

1631 ~~10.11.~~ Upon return to work after a leave taken for the employee's own severe health
1632 condition, the employee must provide a certification signed by the employee's health care
1633 provider which clearly indicates that with respect to the conditions for which leave was
1634 taken, the employee is fit to return to work.
1635

1636 ~~11.12.~~ An employee taking a FMLA for the birth or adoption of a child must initiate the
1637 leave within one (1) year of the birth or adoption.
1638

1639 ~~I.~~ **H.** Military Leave
1640

1641 1. Employees who participate in the United States Armed Forces Reserve or National Guard
1642 are provided a reasonable amount of time off for recurring reserve training. Normally,
1643 fifteen (15) calendar days of paid military leave will be granted per year. While on military
1644 leave, an employee will continue to accrue benefits provided by the City.
1645

1646 2. Requests for military leave beyond fifteen (15) days will be reviewed with respect to the
1647 City needs and applicable state and federal laws.
1648

1649 3. Regular employees who enter military service or become called to active duty for an
1650 extended period are granted an unpaid leave of absence and will be reinstated upon
1651 completion of the duty in the same position (or a similar position with the same pay, rank,
1652 and seniority) in accordance with applicable state and federal laws.
1653

1654 4. Military Exigency Leave: employees who are otherwise eligible for FMLA leave, and who
1655 have a spouse, parent, or child or next of kin that is deployed or has been notified of an
1656 impending deployment to a foreign county may be eligible for a military exigency leave
1657 on or has been called to active duty or who has been notified of an impending call to active
1658 duty status in support of a contingency operation may take up to 12 weeks of leave in one
1659 12 month period, in combination with regular FMLA leave. This FMLA leave can be for
1660 up to 12 work weeks, and can be used for the following:
1661

- 1662 a. to address issues arising from short-notice deployment (7 or less days);
- 1663 b. to address legal/financial arrangements arising from active duty;
- 1664 c. to attend counseling;
- 1665 d. to attend military events;
- 1666 e. to spend time with family member on R&R leave (up to 5 calendar days);
- 1667 f. to attend post-deployment activities (within 90 days after return from active duty);
- 1668 g. to address child-care issues.
1669

1670 3.5. Military Caregiver Leave: employees who are the spouse, parent, child or next of kin of a
1671 service member who incurred a serious injury or illness while on active duty in the Armed
1672 Forces and is undergoing medical treatment, recuperation or therapy, may take up to 26
1673 weeks of leave to care for the injured service member in one 12-month period.
1674

1675 J. Jury Service Civil Leave

1676

1677 The City of Corinth provides paid cCivil Lleave to regular full-time employees and regular part-
1678 time employees required to serve on jury duty, subpoenaed, or requested to testify as a witness by
1679 the City in a City-related civil, criminal, legislative, or administrative proceeding.
1680

- 1681 1. The City encourages its employees to fulfill their civic duty by serving on a jury if called.
1682
- 1683 2. When jury service is less than a full day, employees are expected to report for work during
1684 the period of time they are not required for the jury.
1685
- 1686 3. An employee on jury service working othher than day shifts must arrange reporting
1687 requirements with his or her supervisor.
1688
- 1689 4. While on jury duty, employees will be granted time off with pay. This paid civil leave is
1690 an additional employment benefit and will not draw from the employee's accrued leave.
1691

- 1692 5. Employees must provide documentation of the requirement for jury duty, subpoena
1693 compliance, etc., with their leave request. Employees must submit cCivil Leave requests,
1694 along with supporting documentation to their supervisor as soon as possible so that
1695 arrangements can be made to accommodate their absence.

1696
1697 K. ~~Leave Pool~~
1698 ~~—~~

- 1699 1. ~~To help reduce the hardship due to a prolonged or catastrophic off the job illness, injury,~~
1700 ~~or disease that forces an eligible employee to exhaust all accrued paid leave time for~~
1701 ~~medically related reasons. (Fire Department employees refer to Section 16 or Fire~~
1702 ~~Department guidelines).~~
- 1703
- 1704 2. ~~Any illness, injury, or disease that causes an employee to be unable to perform, with~~
1705 ~~reasonable continuity, the substantial, material, and essential functions of their job for~~
1706 ~~medically related reasons due to a serious health condition of self, spouse, parent, or child,~~
1707 ~~as certified by a licensed health care provider. —~~
- 1708
- 1709 3. ~~Any illness, injury, or disease that causes an employee to be unable to perform, with~~
1710 ~~reasonable continuity, the substantial, material, and essential functions of their job for~~
1711 ~~medically related reasons due to a serious health condition of self, spouse, parent, or child,~~
1712 ~~as certified by a licensed health care provider. —~~
- 1713
- 1714 4. ~~A panel of five (5) will determine the eligibility of the request for donated leave. The panel~~
1715 ~~will consist of two (2) employees, two (2) Directors, and the Personnel Director. Every~~
1716 ~~January 1st, a new panel will be selected with the Personnel Director remaining.~~
- 1717
- 1718 5. ~~Any eligible employee who is denied may appeal the decision of the panel within ten (10)~~
1719 ~~calendar days of the panel's decision by filing an appeal in writing with the City Manager.~~
1720 ~~The City Manager shall issue an opinion within ten (10) working days of the date of receipt~~
1721 ~~of the employee's appeal. The decision of the panel shall be final if no appeal is filed~~
1722 ~~within the ten (10) day period.~~
- 1723
- 1724 6. ~~All regular full time employees who are eligible to accrue sick and vacation leave are~~
1725 ~~eligible to donate time to be used by another employee.~~
- 1726
- 1727 7. ~~An employee must be a current member of the leave pool to receive donated leave.~~
- 1728
- 1729 8. ~~Part time and temporary employees are not eligible for sick and vacation leave therefore~~
1730 ~~are not eligible to donate or receive leave.~~
- 1731
- 1732 9. ~~All regular full time employees who have forty eight (48) hours of sick and vacation leave~~
1733 ~~are eligible to donate to the leave pool. An eligible employee must be employed with the~~
1734 ~~City for one (1) year to be eligible to use donated leave.~~
- 1735
- 1736 10. ~~All employees on donated leave time will be under FMLA.~~
- 1737

- 1738 ~~11. Employees will become members by donating eight (8) hours of leave time to the pool~~
1739 ~~during the current open enrollment period. Contributions are non-refundable.~~
1740
- 1741 ~~12. Open enrollment will be held once a year with membership effective in January.~~
1742 ~~Participation is voluntary. Continuation of membership will be automatic to the next open~~
1743 ~~enrollment period unless a written request has been received requesting cancellation.~~
1744
- 1745 ~~13. To receive donated leave an employee or an employee's designee must fill out a request~~
1746 ~~for donated leave and forward it to the Personnel Department for the publication of a~~
1747 ~~request for donated leave. The request must be accompanied by a certification from a~~
1748 ~~licensed health care provider.~~
1749
- 1750 ~~14. If the bank's leave hours are depleted, employees will be advised of this event and asked~~
1751 ~~to voluntarily contribute additional hours to the bank. Employees may not donate more~~
1752 ~~than fifty (50) % of their current leave balance in one calendar year. An eligible employee~~
1753 ~~will not receive more hours than the balance in the leave pool bank.~~
1754
- 1755 ~~15. Employees in need of donated leave may not receive more than six (6) weeks in a revolving~~
1756 ~~year. The new year will begin one year after the first day of donated leave.~~
1757
- 1758 ~~16. Donated leave will be counted as income for the receiving employee and taxed as such.~~
1759 ~~Health insurance premiums and other benefit premiums will continue to be deducted~~
1760 ~~appropriately as long as the employee receives pay. It is the receiving employee's~~
1761 ~~responsibility to review all benefits during the leave time.~~
1762
- 1763 ~~17. Sick, vacation and longevity will continue to accrue while the employee is drawing pay~~
1764 ~~through the leave pool.~~
1765
- 1766 ~~18. When a participating employee exceeds their sick or vacation accrual, this leave time will~~
1767 ~~automatically roll into the leave pool.~~
1768
- 1769 ~~19. An employee may incur disciplinary action for the inappropriate use of donated leave.~~
1770

1771 ~~Fire department personnel will not participate in the City of Corinth leave pool.~~
1772

1773 **Section 13 Workers' Compensation**

1774 A. Policy

1775 The City, acting under the Texas Workers' Compensation Act, provides workers' compensation
1776 coverage benefits to employees for injuries or illnesses sustained to the employee during the course
1777 and scope of their employment.
1778

1779 B. Responsibilities

- 1780
- 1781 1. Employees who suffer an occupational injury or illness, however minor, must report the
1782
1783

1784 incident to their supervisor as soon as possible after the incident occurs.

- 1785
- 1786 2. The supervisor or other designated person shall ensure that emergency treatment is
- 1787 obtained for employees who may become injured or ill on the job.
- 1788
- 1789 3. Upon notification of an injury, the immediate supervisor shall conduct an investigation and
- 1790 provide information to the person responsible for workers' compensation records and
- 1791 claims and to the safety officer in accordance with the City's ~~established~~ loss control
- 1792 ~~program~~ practice.
- 1793
- 1794 4. Employees returning to work from a lost-time injury must have ~~a release from the~~ been
- 1795 allowed to return to work by their attending physician. Employees must provide a copy of
- 1796 the Texas Workers' Compensation Work Status Report to the Human Resources
- 1797 Department. The Human Resources Department will coordinate the employee's return to
- 1798 work.
- 1799
- 1800 5. Employees who are off duty due to an occupational injury or illness shall report weekly by
- 1801 telephone to their supervisors and keep their supervisors apprised of their status.
- 1802
- 1803 6. The City may require an employee to return to partial or light duty work status in
- 1804 accordance with the "Temporary Modified Duty Assignments" Procedure when physically
- 1805 and medically able to do so, provided such work assignments are available.
- 1806
- 1807 7. Employees ~~who are~~ receiving benefits under the Workers' Compensation Act ~~and~~ who are
- 1808 unable to work their regular duties and schedules shall not engage in any secondary
- 1809 employment (including self-employment) whatsoever without the prior written approval
- 1810 of their ~~supervisors.~~ Department Director and the Human Resources Department.
- 1811 Employees engaging in other employment while collecting benefits and not working
- 1812 regular duties and schedules ~~may~~ will be subject to disciplinary action, which could include
- 1813 termination from employment.

1814

1815 C. Benefits

1816

- 1817 1. The City will compensate the employee the difference between the Workers'
- 1818 Compensation payments and the employee's regular full time pay if the employee is
- 1819 receiving a statutory Temporary Income Benefit (TIB) and while being employed with the
- 1820 City. This benefit will be suspended or initially denied if an employee fails to comply with
- 1821 City policy and directions. Under no circumstances will an employee on workers'
- 1822 compensation leave receive more paid benefits (workers' compensation and salary
- 1823 continuation benefits) than the amount the employee would receive in base salary/wages
- 1824 (excluding overtime, shift differential, and Field Training Officer pay).
- 1825
- 1826 2. An employee receiving workers' compensation benefits should be available during the
- 1827 employee's usual assigned work schedule, unless otherwise directed by the Department's
- 1828 Director.
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Section 14 Employee Benefits

The City provides a number of benefits and types of coverage to eligible workers. Eligibility for certain benefits may be subject to employment status or number of hours worked. Generally, the City provides the following benefits to its employees.

- A. Group Health Program
- B. Group Life and AD&D Insurance Program
- C. Retirement Program
- ~~D. Short Term Disability Plan~~
- ~~D.~~ Long-Term Disability Plan
- ~~E.~~ Section 125 “Cafeteria” Benefit Program
- ~~E.~~ Section 457 Deferred Compensation Program
- ~~G.~~ -401(a) Qualified Plan for Matching Section 457 Contributions

The City reserves the right to change or terminate any of the benefit programs or to require or increase employee premium contributions for any benefit program at its discretion and without cause or notice to employees.

Section 15 Vehicle Use Policy

~~A.A. I. POLICY STATEMENT~~ Policy:

City Vehicles shall be used only for City business except as otherwise provided in the administrative procedures promulgated by the City of Corinth, ~~the and~~ General Orders ~~No. 400.09~~ of the Police Department, the Operations Manual of the Fire Department, or as specified by the City Council. Risk of loss from vehicle accidents involving all City employees will be minimized through driver record screening, hands-on training and education, defensive driving training, and standardized vehicle accident review procedures.

This policy applies to all employees, regular full-time, regular part-time, temporary, and seasonal. Police Officers and Fire Fighters are subject to the applicable provisions of Texas Local Government Code and the general and special orders of the Police and Fire Departments, which may incorporate some or all of the provisions of this policy.

~~B.B. II ADMINISTRATIVE PROCEDURES:~~ Definitions
Contents:

1876 1.0 — Definitions
1877 2.0 — Driver’s Licenses and Driving Records
1878 3.0 — Driver Safety and Training
1879 4.0 — Use of City Vehicles
1880 5.0 — Use of Personal Vehicles
1881 6.0 — Vehicle or Equipment Accident Procedures
1882 7.0 — Vehicle Accident Review Procedures
1883

- 1884 1. Authorized Personnel shall mean those persons authorized to use a City vehicle in
1885 accordance with these procedures.
1886
1887 2. City Business shall mean any authorized work or activity performed by a City employee
1888 or other person on behalf of the City.
1889
1890 3. City Vehicle shall mean any motor vehicle or motor-driven equipment owned or leased by
1891 the City.
1892
1893 4. On-Call Employees shall mean those employees subject to being summoned to perform
1894 City work or duties beyond their normal work hours.
1895

1896 C. Driver’s~~Driver~~ Licenses and Driving Records
1897

- 1898 1. The City of Corinth requires that all employees driving or operating a City vehicle have the
1899 appropriate operator’s or commercial ~~driver’s~~driver license as required by the State of
1900 Texas. Employees who use their personal vehicles while conducting City business shall
1901 maintain current liability insurance and ~~driver’s~~driver license in accordance with Texas
1902 law. Failure to maintain current liability insurance and ~~driver’s~~driver license may result in
1903 disciplinary action up to and including termination.
1904
1905 2. ~~The Police Department a~~At the direction of the City Manager and in accordance with proper
1906 applicable law, ~~will conduct a~~ ~~driver’s~~driver license check through the Texas Department
1907 of Public Safety will be performed every six months for all City of Corinth employees
1908 through the Human Resources Department for those employees holding positions that have
1909 a direct impact on the public’s or fellow employees’ health, safety and welfare through
1910 products or services provided by the City. After a thorough review, the ~~driver’s~~driving
1911 records of employees whose three-year driving history indicates loss of license, DWI, DUI,
1912 multiple moving violations, or vehicle accidents will be forwarded to the applicable
1913 ~~Department Head~~Department Director for their review and appropriate action. Employees
1914 so identified will be suspended from driving City vehicles during the review process.
1915
1916 3. Individuals who apply for positions or transfer to positions requiring a valid operator’s or
1917 commercial license, and who do not already possess the requisite license, must pass the
1918 written portion of the examination for the specific license required prior to the initial
1919 interview. The applicant selected for employment must then pass the driving portion of
1920 the examination within five (5) working days and may not begin work until the applicable

license is obtained. A ~~driver's~~driver record check will be made prior to assignment to the new position.

4. Failure to maintain the required ~~driver's~~driver license to operate City vehicles will be sufficient grounds for reclassification to a non-driving position, disciplinary action, or termination.

5. Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in ~~driver's~~driver license status and any and all arrests, charges, or convictions for Driving While Intoxicated, Driving Under the Influence of Drugs, Involuntary (vehicular) Manslaughter, or any type of traffic citation received whether such incidents arose out of work-related driving or not. Employees shall make such self-disclosure to their ~~Department~~Head~~Department~~ Director, or his or her designee, at the earliest opportunity and shall not operate any vehicle on City business until cleared to do so by the ~~Department~~Head~~Department~~ Director, or his or her designate. Employees who fail to make such required self-disclosure at the earliest opportunity, or who operate a vehicle on City business prior to making such required self-disclosure, shall be subject to disciplinary action, including termination. For the purposes of this section, "earliest opportunity" means prior to 10:00 a.m., local time, on the first business day following the precipitating incident.

D. Driver – Safety and Training

1. ~~Department Heads~~Department Directors shall confirm that an employee or applicant has demonstrated the ability to operate vehicles and special equipment in a safe and competent manner by requiring the employee to operate the equipment to the satisfaction of his or her supervisor. Training will be conducted for those individuals who cannot satisfactorily operate such equipment. Under no circumstances shall an unsupervised employee be allowed to operate a vehicle or piece of equipment for which he or she is untrained or unqualified.

2. Employees who are required to operate vehicles as part of their job descriptions or normal duties should be encouraged to attend a Defensive Driving Course (DDC).

3. All City drivers shall wear safety belts when any vehicle is in motion and require all occupants (including back seat passengers) of the vehicle to do likewise. This Section applies to motor vehicles, other than motorcycles, as those terms are defined by Tex. Rev. Civ. Stat. Ann., art 6701d 2, or its successor.

E. Use of City Vehicles

All employees who operate City vehicles and motor-driven equipment must adhere to the minimum requirements and standards outlined in this section.

1. Rules and Regulations for use of City Vehicles

- 1967 a. No employee shall use a City vehicle for commuting to or from his or her residence
- 1968 during off-duty work hours unless authorized to do so in accordance with these
- 1969 procedures and regulations.
- 1970
- 1971 b. Every employee who is responsible for a City vehicle shall properly secure, lock, and
- 1972 remove the ignition keys from the vehicle at any time during which the vehicle is
- 1973 parked and unattended.
- 1974
- 1975 c. No employee shall use a City vehicle to transport any person, except for the purpose of
- 1976 performing City business. However, employees authorized to use City vehicles for
- 1977 commuting to or from his or her residence may occasionally transport non-City persons
- 1978 in City vehicles when traveling to or from work or City related business if approved
- 1979 by the Department Director.
- 1980
- 1981 d. Every employee driving a City vehicle shall use best efforts to park the vehicle off-
- 1982 street, except when otherwise necessary to perform City business.
- 1983
- 1984 e. Every employee who drives or is otherwise responsible for a City vehicle shall use all
- 1985 reasonable care in the operation and use of the vehicle and shall promptly report to the
- 1986 appropriate person or department any needed servicing, repairs, or maintenance.
- 1987
- 1988 f. Each employee operating a City vehicle shall comply with all applicable traffic laws.
- 1989
- 1990 g. An employee shall not transport alcoholic beverages or any other intoxicant within or
- 1991 upon a City vehicle at any time.
- 1992
- 1993 h. Employees are not authorized to conduct personal business in City vehicles during
- 1994 work hours except as specifically authorized by this policy. "Personal business"
- 1995 includes running personal errands and shopping.
- 1996
- 1997 i. During scheduled work shifts, an employee operating a City vehicle is authorized to
- 1998 stop for reasonable, limited time periods for meals, to obtain refreshments. Discretion
- 1999 will be used by employees when more than three other City vehicles are already present
- 2000 at the establishment.
- 2001
- 2002 j. Employees operating City vehicles are not authorized to transport family members or
- 2003 friends for non-City business. ~~Supervisors~~ Department Directors may grant specific
- 2004 and limited exceptions to this rule when the employee demonstrates good cause and/or
- 2005 an urgent need. ~~Supervisors~~ Department Directors may only grant such exceptions on
- 2006 a case-by-case basis.
- 2007
- 2008 k. Employees may operate City vehicles to transport sick or injured individuals to medical
- 2009 care facilities in specific emergency situations.

2. Authorization for "Take Home Vehicles"

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- a. An employee may be authorized to take a City vehicle to his or her residence during off-duty hours when an “Authorization for Take-Home Vehicle” Form (~~Attachment~~) has been completed, signed by the employee, and approved by the designated supervisor. ~~The Department Head~~Department Director shall maintain a file of all approved requests.

 - b. The authorization for a take-home vehicle may be approved when the employee is an “on-call” employee who has a job-related need for the vehicle after normal working hours, and the employee resides in the corporate limits of the City of Corinth. If the employee does not reside within the corporate city limits, then the situation shall be evaluated by the ~~Department Head~~Department Director to determine if the “on call” employee can respond back to the city as needed within an appropriate and acceptable amount of time, usually not to exceed twenty minutes. If a ~~Department Head~~Department Director deems it necessary for him/her self to be “on-call” as well as additional personnel, then the same vehicle policy and guidelines shall apply to the ~~Department Head~~Department Director so long as he/she are in possession of a city vehicle.

 - c. Employees authorized to take City vehicles home are authorized to make reasonable, brief, and limited stops before or after assigned work shifts while traveling to and from work to conduct personal errands, such as obtaining a limited number of grocery items (a loaf of bread, gallon of milk, etc.), picking-up cleaning, making bank transactions, and the like. On-call employees, who are allowed to come and go freely but must respond to a return-to-work notification by pager, radio, or telephone, may use “take-home” vehicles for personal business if such use is required to meet response times outlined in Department or Division policies.

 - ~~e.d.~~Employees authorized to take City vehicles home are authorized to transport non-City persons in City vehicles when traveling to or from work or City related business if approved by the Department Director. If the employee is not traveling to or from work or City related business, the employee shall not transport non-City persons in City vehicles. Under no circumstances will family members or friends be transported in the take-home vehicle unless specifically authorized under the provisions of paragraph 4.0 of this policy.

 - ~~d.e.~~ The approval for a “take-home” vehicle shall be made for the purpose of assuring the performance of City business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.
3. Use of City Vehicles by Volunteer Personnel
- a. Volunteers are authorized to drive City vehicles provided all of the following conditions are met:
 - Use is authorized by the ~~Department Head~~Department Director.

- 2059
- Use enhances the ability of the City to provide services.
 - Selected driver has successfully demonstrated the ability to drive the provided vehicle, and
 - Selected driver has a current Texas ~~driver's~~driver license appropriate for the vehicle to be used.
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2065 a.b. Volunteer drivers are not considered to be City employees ~~(with the exception of Police~~
2066 ~~and Fire Department Volunteers)~~, and thus are not covered by the Texas Worker's
2067 Compensation Law. However, the City might provide coverage for designated Police
2068 and Fire Department Volunteers. Volunteers who wish to file a claim for injuries or
2069 damages associated with their volunteer work must contact the Office of the City
2070 Manager.

2071

2072 F. Use of Personal Vehicles

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- 2074
1. City employees are expected to carry liability insurance on any personal vehicle used to transact City business. Employees will contact his or her insurance carrier to determine the necessity for a "Business Use" rider to their policy. The City will not assume responsibility of pursuing claims against either his or her carrier or the other driver in the event of a collision or other loss. If the City employee does not receive full compensation (e.g., an uninsured driver), a claim for the unpaid expense may be filed in the Office for the City Manager. All such claims must be accompanied by full documentation of payments and expenses.
 - 2083 2. Reimbursement for occasional use. The City of Corinth will pay employees for using their personal vehicles on City business at the IRS mileage rate, as such may be amended from time to time.
 - 2087 3. Maintenance and Insurance. The City pays for maintenance and insurance costs through the mileage payments. Consequently, the City will not pay employees for vehicle repair costs, but will pay the insurance deductible when warranted. If an employee's vehicle fails to operate while he or she is out of town on City business, the City will pay reasonable towing costs to the nearest garage. The City will not pay towing costs within the City.
 - 2093 4. Volunteers. Persons who donate their time and services to the City are not covered by the Worker's Compensation (with the exception of designated Police and Fire Department Volunteers), and the City assumes no liability for the use of their personal vehicle during any volunteer activity.
- 2097

2098 G. Vehicle or Equipment Accident Procedures

2099

- 2100 1. When involved in a vehicle collision, each City employee operating a City vehicle or
2101 equipment and each City employee operating a personal vehicle in the course of transacting
2102 City business is required to do the following:
- 2103
- a. Notify his or her supervisor immediately.
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- b. Notify local law enforcement authorities if non-employees were involved or if property not owned by the City is damaged.
- c. Remain at the scene of the accident until released by competent authority.
- d. Obtain names and addresses of the other party and any witnesses.
- e. Talk with no one at the scene concerning the accident except law enforcement officers and to help with any needed medical assistance.
- f. Under no circumstance, give statements or talk with anyone about the accident after leaving the scene without first obtaining approval from their ~~Department Head~~Department Director or appropriate Supervisor.
- g. Refuse to sign or place his or her signature upon any papers or documents related to the accident, except for official police reports and ticket citations, without prior approval from their ~~Department Head~~Department Director or appropriate Supervisor.
- h. Assist the supervisor in the completion of the City of Corinth ~~“Notification of Accident” report~~ report of vehicle accident.

2. The Supervisor shall:

- a. Notify the Police Department if the vehicle operator has not already done so.
- b. Notify their ~~Department Head~~Department Director who shall in-turn notify the Office of the City Manager and the ~~Risk Management/Finance~~Human Resources Office as soon as possible during regular duty hours. After duty hours, accidents resulting in death or severe personal injuries shall be reported to the respective ~~Department Head~~Department Director and the City Manager.
- c. If necessary, go to the scene of the accident to assist in the investigation. Take pictures of the accident scene as required.
- d. Notify the ~~Department Head~~Department Director immediately for possible substance abuse testing in accordance with the City Policy.
- e. Complete and submit the ~~“Notification of Accident” report~~ of vehicle accident to the ~~Office of the City Manager~~Human Resources Office not later than two working days after the accident.
- f. If the employee was injured, fill out the appropriate worker’s² compensation forms.

3. Police Officers Shall:

- a. Investigate all accidents occurring within its jurisdiction involving a City vehicle and property not owned by the City.
- b. Notify the City driver's ~~Department Head~~Department Director if the City employee is physically unable to do so.
- c. Forward a copy of any reports, including amended reports involving City vehicles to the Chief of Police who shall be responsible for forwarding such reports to the ~~Office of the City Manager~~ Human Resources Office.

H. Vehicle Accident Review Procedures

1. The City of Corinth will standardize the review and disposition of all vehicle accidents and incidents involving City vehicles and drivers. Each ~~Department Head~~Department Director is responsible for properly investigating any accidents involving vehicles from their Department and taking responsible measures to assure that such accident, if preventable, do not reoccur. The ~~Department Head~~Department Director is also responsible for reporting such findings to the City Manager who shall in-turn also notify the ~~Finance/Risk Management Director~~ Human Resources Office.
2. At any time an employee wishes to appeal a decision reached by the ~~Department Head~~Department Director related to the findings of an accident investigation, then such appeal shall be made to the City Vehicle Accident Review Board (defined below). If the affected employee wishes to appeal the decision of the CVARB, then such appeal shall be made directly to the Office of the City Manager and his/her decision on the matter shall be final. No further appeal is allowed.
3. City Vehicle Accident Review Board (CVARB). The CVARB shall consist of the following positions appointed by the City Manager as needed, unless otherwise directed by the City Manager:
 - Chief of Police
 - ~~Chief of Fire (Ex Officio)~~
 - ~~A Minimum of Three Department Heads~~Department Directors whom are not Dept. heads of the Department in which the appealing employee is assigned
 - ~~One Observer from the Department to which the appealing employee is assigned. This observer is to be appointed by the appealing employee's Department Head~~Department Director. Public Works Operations Director
 - Planning Director
 - Finance Director
 - Human Resources Director

The CVARB shall meet periodically (as determined by the City Manager) to review:

- Standardization of board actions
- Trends

- Disciplinary actions for certain types of preventable accidents (as required)
- Procedural Modifications (as required)

Section 16 Fire Department

Authority A. Operations

In order to provide the highest level of service to the lake cities, the Lake Cities Fire Department shall have in place an “Operations Manual” containing those rules, regulations, policies, procedures and operating guidelines which addresses those subjects specific to fire department operations.

The “Operations Manual” will be issued and maintained by the Fire Chief and will govern all members of the Lake Cities Fire Department. The Fire Chief will be responsible to the City ~~Manger~~Manager of the City of Corinth for its content and guide. ~~With the exception of those sections addressed herein, and approved by the City Manager of the City of Corinth and the fire department board of directors~~T, the fire department’s “~~Operation’s~~Operations Manual” will not conflict with the City of Corinth’s Personnel Policy Manual or related directives issued by the City of Corinth. In the event of any conflict, the provisions of the City of Corinth Personnel Policy Manual will prevail.

Any disciplinary actions taken for violations of the “Operations Manual” or this Personnel Policy Manual, shall be taken in accordance with the Texas Government Code. Before any disciplinary actions are delivered to the employee, the supervisor shall discuss the matter with the Human Resources Director.

~~Section 4~~ — Employment and Selection

~~C.~~ — Administrative Guidelines

- ~~1. — The fire dept. will oversee the hiring of fire department employees and will forward information on successful candidates to the Personnel representative for the City of Corinth. All fire department employees will attend City of Corinth orientation.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~D.~~ — Selection Procedures

- ~~1. — Approval of additional, or replacement positions within the fire department will be approved by the fire department board of directors.~~

~~Testing will be administered by the fire department in accordance with local, state and federal laws.~~

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All other portions of this sub-section in the City of Corinth Personnel Manual apply.

~~E. Promotions and Transfers~~

~~1. The posting of positions and oversight of promotional process will be the responsibility of the Fire Chief with the information on the successful candidate being forwarded to the Personnel representative for the City of Corinth.~~

~~All fire department promotions will be posted ninety days (90) prior to the beginning of the promotional process.~~

~~5. Promotional testing will be administered by the fire department in accordance with local, state and federal laws.~~

All other portions of this sub-section in the City of Corinth Personnel Manual apply.

~~Section 5 Orientation and Training~~

~~C. Training~~

~~3. The board of directors and/or the Fire Chief will approve out of state training based on the Lake Cities Fire Department's budget.~~

All other portions of this sub-section in the City of Corinth Personnel Manual apply.

~~Section 6 General Work Rules~~

~~E. Solicitation~~

~~2. Conditions~~

~~b. Solicitation for recognized charities and other purposes on fire department property must be authorized by the Fire Chief.~~

All other portions of this sub-section in the City of Corinth Personnel Manual apply.

~~Section 9 Compensation~~

~~C. Work Hours and Overtime~~

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3. ~~Compensatory Time~~

a. ~~At this time, fire department personnel assigned to a 56-hour workweek will be paid for ALL overtime.~~

~~Fire department personnel assigned to a 40-hour workweek will comply with the City of Corinth Personnel Policy Manual.~~

4. ~~Holiday Pay~~

a. ~~Fire department employees assigned to a 56-hour workweek receive (11), twelve-hour holidays per year. All holiday time must be taken within one year from the date it is accrued.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

E. ~~Certification Incentive Pay~~

2. ~~The fire department board of directors will approve certification pay based on the fire department's budget.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

H. ~~Separation Pay~~

2. ~~Employees will be paid for unused vacation leave, up to two times their annual vacation accrual upon separation from the Lake Cities Fire Department of the City of Corinth.~~

3. ~~Employees will be paid for unused sick leave, up to 192 hours of sick time upon separation from employment.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

Section 10 ~~Discipline~~

E. ~~Appeals~~

~~The fire department board of directors will hear appeals prior to the City Manager for the City of Corinth.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

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~~Section 12 — Leave Policies~~

~~B. — Vacation~~

~~2. — 40 hour per week FD employees receive the same as City of Corinth employees. 56 hour per week employees receive the following:~~

- ~~————— 0-5 Years ————— 120 hours per year (5 shifts)~~
- ~~————— 5-14 Years ————— 180 hours per year (7.5 shifts)~~
- ~~————— 15 Years and above — 240 hours per year (10 shifts)~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~C. — Sick Leave~~

~~2. — Sick leave may be carried over from one year to the next, and accumulate up to a maximum of 730 hours. After an employee has accumulated 730 hours, the employee shall not accrue additional sick leave. See Section 12.H, Separation Pay for maximum sick leave separation pay.~~

~~40 hour per week fire department employees receive the same as City of Corinth employees. 56 hour per week employees receive the following:~~

~~120 hours per year~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~D. — Holidays~~

~~3. — 40 hour per week FD employees receive the same as City of Corinth employees. 56 hour per week employees will receive (11) twelve hour shifts (132 hours) of holiday time per year. All employees will accrue holiday time regardless if the holiday is worked or not. Employees scheduled to work holidays will be paid at the regular rate.~~

~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

~~F. — Personal Leave~~

~~Only employees assigned to a 40 hour workweek will be eligible for personal leave time.~~

2379 ~~All other portions of this sub-section in the City of Corinth Personnel Manual apply.~~

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2381
2382 ~~— K. — Leave Pool~~

2383
2384 ~~Fire department personnel will not participate in the City of Corinth leave pool.~~

2385
2386
2387 **Section 17 ~~Police/Public Safety Special Procedures~~ Department**

2388
2389 **A. General Orders, Standard Operating Procedures & Code of Conduct**

2390
2391 **1. A. — General Orders**

2392
2393 It is understood that by the very nature of Law Enforcement and Public Safety, a more
2394 stringent level of supervision and guidance is required in order to honorably succeed in
2395 providing the elevated level of service and training involved in public safety operations.
2396 Therefore, ~~the~~ the Police Department shall have in place as a guideline to Law Enforcement
2397 Policies and Procedures called the “General Orders” Manual. This manual shall be used
2398 by police personnel as a guide to law enforcement related questions and situations which
2399 may from time to time arise.

2400
2401 The “General Orders” Manual shall be issued and maintained by the Chief of Police as
2402 standing orders to all police personnel. The Chief of Police shall be responsible to the City
2403 Manager for its content and guide. At no time should any procedure within the “General
2404 Orders” Manual be in conflict with the City of Corinth Personnel Policy Manual. However,
2405 if such a contradiction does occur, the provisions of the Personnel Policy Manual shall be
2406 the prevailing policy unless otherwise authorized by the City Manager, or with his/her
2407 permission, the Chief of Police.

2408
2409 ~~— 2. B. — Standard Operating Procedures~~

2410
2411 ~~—~~ The Chief of Police or his/her designee shall have in place as a Field Reference Guide to
2412 all police personnel. It shall be titled as the “Standard Operating Procedures.” Each bureau
2413 or division within the Police Department shall have in place such a manual. This manual
2414 shall be a supplement to the “General Orders” Manual which is an extension to the City of
2415 Corinth Personnel Policy Manual and shall outline the special needs for 24 hour per-day
2416 police protection and appropriate scheduling of personnel to achieve these needs. The
2417 issuance and maintenance of this manual shall be the responsibility of the Chief of Police
2418 or his/her designee who shall in turn be responsible to the City Manager for its content,
2419 administration and update.

2420
2421 **3. C. — Code of Conduct**

2422
2423 The Chief of Police shall be responsible for the creation, issuance, and adherence to a
2424 special Police Department “Code of Conduct.” This Code of Conduct shall serve as a strict

2425 guide for police personnel with reference to ethical, moral and legal matters. It shall be
2426 adhered to at all times by all police personnel and shall serve as a detailed extension of the
2427 City of Corinth Personnel Policy Manual specifically designed for the special conditions
2428 and expectations placed upon those in the law enforcement profession.

2429
2430 Any disciplinary actions taken according to the code of conduct or failure to follow a
2431 directive within the “General Orders” or “Standard Operating Procedures” or this
2432 Personnel Policy Manual, shall be taken in accordance with the Texas Government Code.
2433 Before any disciplinary actions are delivered to the employee, the supervisor shall discuss
2434 the matter with the Human Resources Director.

2435 Section 17 Police/Public Safety Special Procedures

2436
2437 2B. HCity Issued Law Enforcement Equipment

2438
2439 Members of the City of Corinth Police Department may, at the discretion of the Chief of
2440 Police, be issued for employment use, certain types of specialized equipment related to the
2441 ethical practice of law enforcement. This equipment may consist of but is not limited to the
2442 issuance of;

- 2443
2444 1. Uniforms,
2445 2. Police insignia,
2446 3. Identifications/commission card(s)
2447 4. Firearms
2448 5. Firearm accessories
2449 6. Ballistic body armor
2450 7. Other equipment as specified by the Chief of Police

2451
2452 All equipment issued shall be maintained in proper order by the employee whose care it
2453 has been entrusted. At no time shall any city equipment be used in such a manner that it
2454 was not intended or which would bring discredit to the city.

2455
2456 All issued police equipment shall be returned immediately upon request from the Chief of
2457 Police or his/her designee or at the time of separation of employment from the city.

Summary of Personnel Policy Manual Proposed Revisions

Below is a summary providing a brief explanation of the proposed revisions to the Personnel Policy Manual.

All Sections - Throughout the revised Manual, the following changes are proposed:

- Incorporate applicable portions of Section 16 (Fire Department) into the respective sections to eliminate duplication and maintain uniformity with current procedures (highlighted gray on the document)
- Remove references to the Fire Department Board of Directors
- Replace Personnel Director with Human Resources Director as the more accurate title
- Replace Personnel Office with Human Resources Office
- Replace Department Head with Department Director

Section 3 Equal Employment Opportunity Policy & Reporting Procedures

Pages 6-8

Lines 97-216

1. Per legal advice, include language mandated by House Bill 1151 (84th Texas Legislative Session, 2015) regarding the protection of volunteers and unpaid interns from harassment and discrimination (lines 99-100).
2. Section 3.B (lines 129-149) - Include a sub section regarding Unlawful Discrimination and Harassment.
3. Section 3.D.a (lines 191-199) – Clarify the reporting procedures for harassment and extend the reporting period to 14 calendar days.
4. Section 3.D.b (lines 205-207) – Remove language that may be interpreted as an impediment to complaint reporting.

Section 4 Employment and Selection

Pages 8-12

Lines 219-411

1. Include language from the Fire Department Section (16). Remove references to outdated Fire Department sections (e.g., Board of Directors) and replace Personnel Director with Human Resources Director as the more accurate title.
2. Section 4.D.3 (lines 305-310) – Per legal advice, include language that explains which positions are considered “safety sensitive” with respect to pre-employment drug testing and the consequences of not passing it.

3. Section 4.E.1 (lines 358-362) – Revise the posting requirement of Fire Department promotions to be consistent with current procedures.
4. Section 4.E.5 (lines 376-377) – Include language to clarify that Public Safety will administer promotional testing.
5. Section 4.F (lines 404-405) – Add clarification that the City will comply with the provisions of the Patient Protection and Affordable Care Act (PPACA) when determining eligibility for insurance benefits.

Section 5 Orientation and Training

Pages 13-15

Lines 416-511

1. Include language from the Fire Department Section (16). Remove references to outdated Fire Department sections (e.g., Board of Directors), replace Personnel Director with Human Resources Director, replace Personnel Office with Human Resources Office, and replace Department Head with Department Director.

Section 6 General Work Rules

Pages 15-20

Lines 514-745

1. Section 6.A.1.d (lines 534-535) – Eliminate outdated statement regarding City business hours.
2. Section 6.A.1.h (lines 547-561) – Per legal advice, add a sub section on reasonable breaks for nursing mothers to comply with the Americans with Disabilities Act (ADA) and add the language mandated by House Bill 786 (84th Texas Legislative Session, 2015) regarding the requirement to provide a space other than a restroom for an employee as needed that is shielded from view and free from intrusion from co-workers or the public.
3. Section 6.B.2.d (lines 613-614) – Per legal advice, clarify that City employment takes priority over outside employment.
4. Section 6.E.2.b (lines 690-691) – Per legal advice, revise to ensure compliance with policy intent.
5. Section 6.H (lines 726-745) – Add a sub section including the Employee Weapons Policy to comply with recent changes to Texas law.

Section 7 Drug Free Workplace

Pages 20-22

Lines 748-849

1. Section 7.D.1 (lines 815-817) – Per legal advice, include language that explains which positions are considered “safety sensitive” with respect to pre-employment drug testing.
2. Section 7.D.2 (lines 825-827) – Per legal advice, add language that the supervisor shall discuss the matter with the HR Director in post-accident testing cases.
3. Section 7.D.3 (lines 830-831; 833-836) – Per legal advice, add clarification language regarding reasonable suspicion and responsibilities of the supervisor.
4. Section 7.D.4 (lines 838-844) – Revise sub section to be more generic and not specifically reference the name of the software used for selecting employees for random drug testing. Per legal advice, clarify that the DOT regulations apply to employees with a CDL.

Section 8 ~~Conflict of Interest~~ Code of Ethics

Pages 22-24

Lines 852-950

1. Per legal advice, change the title section to the more encompassing “Code of Ethics” term. Conflict of Interest still remains as a separate sub section 8.D.
2. Section 8.E.3 (line 930) add step child to definition of immediate family member to be consistent with the definition of the Texas Local Government Code.

Section 9 Compensation

Pages 24-30

Lines 953-1198

1. Include language from the Fire Department Section (16). Remove references to outdated Fire Department sections (e.g., Board of Directors), replace Personnel Director with Human Resources Director, replace Personnel Office with Human Resources Office, and replace Department Head with Department Director.
2. Section 9.C.1.a (lines 979-981) and 9.C.1.c (lines 987-991) – Include language that explains the work periods and overtime wages for designated police and fire department personnel.
3. Section 9.C.2.c (lines 1002-1004) – Replace revised definitions of types of leave to be consistent throughout the Manual and list the types of leave that count toward the calculation of overtime.

4. Section 9.G (lines 1165-1167) – Change the wording in accordance with current practices to issue longevity pay checks on the Wednesday before Thanksgiving (one week earlier).
5. Section 9.H.3 (lines 1182-1186) – Add the applicable accruals from the Fire Department section and restrict the payout of unused sick leave to only employees that have worked a minimum of 5 years and are separating in good standing with a two-week notice.
6. Section 9.H.4 (lines 1191-1192) – Restrict the use of accrued leave in the last two weeks, requiring approval of the City Manager.
7. Section 9.H.5 (lines 1194-1198) – Per legal advice, add language regarding replacement cost of unreturned property and pay deductions, if applicable.

Section 10 Discipline

Pages 30-32

Lines 1201-1319

1. Section 10 (lines 1201-1319) – Change all references to “warnings” to “reprimands” to provide consistency with the language used for Public Safety employees. Per legal advice, include additional language to have a more comprehensive policy.
2. Section 10.D (lines 1247-1248) – Remove statement regarding allowing removal of disciplinary documents from the employee’s file. All disciplinary documents are kept in the employee’s file.

Section 12 Leave Policies

Pages 33-42

Lines 1348-1771

1. Section 12.B.2 (lines 1358-1373) – Propose to change the vacation annual accrual to be comparable with our Market Cities and offer competitive benefits to support our strategic goals. The benefit survey from 2013 showed that 9 of the 12 (75%) surveyed cities provide our current accruals at the proposed tiers. The proposed revision would make employees eligible for the 3rd accrual tier at 10 years vs. 15. This section also includes some language to provide clarification of the policy.
2. Section 12.C.1 (lines 1397-1402) – Include the definition of immediate family member as applied to the sick leave section only.
3. Section 12.C.2 (lines 1404-1418) – Propose to change the sick accrual from 64 hours to 96 hours; and the maximum accrual from 520 hours to 720 hours to be comparable with our Market Cities and offer competitive benefits to support our strategic goals. The benefit survey from 2013 showed that 7 of the 12 (58%) surveyed cities provide 96 hours of sick leave a year (the mode) for General Government employees. The average annual sick leave accrual amount was 94.7 hours for General Government employees;

and 6 (50%) of the cities provide no maximum accrual for all employees. The average maximum sick leave accrual for General Government employees, among the six cities that provided a maximum for their employees, was 814 hours. This section also includes proportional accruals for 56 hour per week Fire Department employees. The proposal is to change their sick accrual from 120 hours to 144 hours; and the maximum accrual from 730 hours to 1010 hours.

4. Section 12.C.3 (lines 1420-1422), Section 12.C.5 (lines 1431-1437), Section 12.C.7 (Line 1441) – Revise language to provide clarification of the policy.
5. Section 12.C.8 (lines 1443-1451) – Provide a statement of what would constitute sick leave abuse.
6. Section 12.C.9 (lines 1453-1456) – Restrict employees from working secondary jobs while using sick leave.
7. Section 12.D (lines 1489-1522) – Revise language to provide clarification of the holidays policy and to remove the number of hours accrued as maximum floating holiday per year to ease the administration of the policy.
8. Section 12.E (lines 1524-1544) – Change “Emergency Leave” to “Bereavement Leave” for clarification and to be consistent with the more standard term. Add clarifying language to the definition of immediate family member. Add language to allow employees to extend approved bereavement leave by using other accrued leave with Department Director’s approval.
9. Section 12.F (lines 1546-1553) – Propose to eliminate the Personal Leave hours for non-exempt employees.
10. Section G (lines 1571-1578) – Per legal advice, add pertinent definitions and explain the period use to determine eligibility for FMLA.
11. Section H (lines 1654-1673) – Per legal advice, add clarification and definitions to comply with the revised FMLA regulations pertaining to military exigency and military caregiver leave.
12. Section I (lines 1675-1679, 1689-1695) – Change “Jury Service” to the more encompassing “Civil Leave” term; clarify situations in which it will apply as a benefit and outline employee’s responsibilities in submitting documentation that supports the leave.
13. Section K (lines 1697-1771). Remove this section as the Leave Pool has been inactive for a long period of time because employees do not seek to participate in it.

Section 13 Workers’ Compensation

Pages 42-43

Lines 1773-1829

1. Section 13.B.4 (lines 1794-1798) – Revise language to be in compliance with the ADA and clarify the return to work process.

2. Section 13.B.6 (lines 1803-1804) - Add language that references the approved Temporary Modified Duty Procedure.
3. Section 13.B.7 (lines 1809-1813) - Clarify how the policy is to be administered with respect to secondary employment and that employees need to obtain prior approval.
4. Section 13.C.1 (lines 1817-1824) – Add language that clarifies how the monetary benefits will be administered in accordance with City policies and that employee will not receive more paid benefits than their base salary.
5. Section 13.C.2 (lines 1826-1828) – Specify the expectations for availability of employees on workers’ compensation leave.

Section 14 Employee Benefits

Page 44

Lines 1831-1855

1. Since the revisions include a proposed increase of annual sick leave accruals, the proposed changes also include eliminating the Short-Term Disability benefit (line 1843) as a City-paid benefit and making it voluntary or contributory. This proposed change will depend on City Council’s direction.

Section 15 Vehicle Use Policy

Pages 44-52

Lines 1858-2198

Convert the entire section from the Arabic numerals format to the format used throughout the Manual.

1. Section 15.C.2 (lines 1905-1910) – Designate HR as the responsible department to coordinate the driver license check as, per statute, Police Department is not to disseminate Driver License information obtained from TLETS system. Per legal advice, revise language to only apply to employees in “safety sensitive” positions and those that have a direct impact on the public’s or fellow employees’ health, safety, and welfare through products or services provided by the City. Anything more restrictive could be deemed a Constitutional violation for unreasonable search.
2. Section 15.E.1.c (lines 1976-1979) – Per legal advice, add language to clarify transportation of non-City persons in City vehicles when travelling to or from work or City related business.
3. Section 15.E.2.d (lines 2040-2046) – Per legal advice, add language to clarify transportation of non-City persons in City vehicles when travelling to or from work or City related business.

4. Section 15.H.3 (lines 2182-2191) – Revise the list of positions appointed to the City Vehicle Accident Review Board.

Section 16 Fire Department

Pages 52-56

Lines 2201-2384

1. Incorporate all stand-alone sections in the respective sections of the Manual. Remove all references to the Fire Board of Directors since there is no longer a Board and all personnel is employed by the City of Corinth.
2. Section 16 (lines 2219-2222) – Per legal advice, add language that all disciplinary actions shall be taken in accordance with the Texas Government Code and discussed with the HR Director.

Section 17 Police Department

Pages 56-57

Lines 2387-2457

1. Section 17 (lines 2430-2434) – Per legal guidance, add language that all disciplinary actions shall be taken in accordance with the Texas Government Code and discussed with the HR Director.

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: ILA with for Fire Dispatch

Submitted For: Curtis Birt, Chief

Submitted By: Curtis Birt, Chief

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Fire Dispatch Services for the 2016-2017 Fiscal Year with Denton County.

AGENDA ITEM SUMMARY/BACKGROUND

This Interlocal is for FY 2016-17 and covers emergency telecommunications and dispatching services for the Lake Cities Fire Department by the Denton Co. Sheriff's Office.

The contract term begins on October 1, 2016 and terminates on September 30, 2017. Cost is determined by workload and usage of system. Cost for FY 16-17 is \$22,439. This represents an increase of \$1,783 or 8.63% over prior year.

RECOMMENDATION

Staff recommends City Council approve the Interlocal with Denton County for Shared Governance Communications and Dispatch Services.

Attachments

ILA LCFD Dispatch

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

| |
|--|
| Name of Agency: Lake Cities Fire Department |
|--|

hereinafter referred to as "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, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching

services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "C"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "B"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

| | |
|------------------|--|
| Exhibit A | Agency Workload and Cost Statistics |
| Exhibit B | Agency Payment Worksheet |
| Exhibit C | TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT |

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

| | | |
|---------|---|--|
| County: | 1 | Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201 |
| | 2 | Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205 |
| | 3 | Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205 |

| | |
|------------------|---|
| Name of Agency: | Lake Cities Fire Department / City of Corinth |
| Contact Person | Curtis Birt, Fire Chief |
| Address | 3101 S. Garrison |
| City, State, Zip | Corinth, TX, 76210 |
| Telephone | 940-321-2141 |

17. SEVERABILITY. The validity of this Agreement and/or 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. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. 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 extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature
City Manager

City of Corinth

3300 Corinth Parkway

Corinth, TX, 76208

940-498-3200

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

| | A | B | C | E | F | G |
|----|--|-----------------------|-------------------------|-----------|---|---|
| 1 | Column1 | Column2 | Column3 | Co | | |
| 2 | FY 16-17 Dispatch Costs | | | | | |
| 3 | FY Budget | \$2,523,760.00 | | | | |
| 4 | 1/2 Budget Amount | \$1,261,880.00 | | | | |
| 5 | Agency | % Workload * | Cost by Workload | | | |
| 6 | ARGYLE PD | 0.817% | \$10,314 | | | |
| 7 | ARGYLE ISD PD | 0.014% | \$179 | | | |
| 8 | AUBREY PD | 0.566% | \$7,139 | | | |
| 9 | AUBREY ISD PD | 0.054% | \$685 | | | |
| 10 | BARTONVILLE PD | 0.389% | \$4,915 | | | |
| 11 | CORINTH PD | 6.607% | \$83,369 | | | |
| 12 | DOUBLE OAK PD | 0.357% | \$4,511 | | | |
| 13 | HICKORY CREEK PD | 2.253% | \$28,427 | | | |
| 14 | JUSTIN PD | 0.664% | \$8,380 | | | |
| 15 | KRUM PD | 1.270% | \$16,028 | | | |
| 16 | LITTLE ELM PD | 9.146% | \$115,411 | | | |
| 17 | NCTC PD | 0.000% | \$0 | | | |
| 18 | NORTHEAST PD | 1.588% | \$20,034 | | | |
| 19 | NORTHLAKE PD | 2.002% | \$25,257 | | | |
| 20 | OAK POINT PD | 1.291% | \$16,286 | | | |
| 21 | PILOT POINT PD | 0.909% | \$11,476 | | | |
| 22 | PONDER PD | 0.189% | \$2,390 | | | |
| 23 | SANGER PD | 2.508% | \$31,642 | | | |
| 24 | TROPHY CLUB PD | 2.413% | \$30,447 | | | |
| 25 | ARGYLE FD | 0.684% | \$8,630 | | | |
| 26 | AUBREY FD | 1.127% | \$14,223 | | | |
| 27 | DOUBLE OAK VFD | 0.082% | \$1,030 | | | |
| 28 | JUSTIN FD | 0.430% | \$5,427 | | | |
| 29 | KRUM FD | 0.376% | \$4,741 | | | |
| 30 | LAKE CITIES FD | 1.778% | \$22,439 | | | |
| 31 | LITTLE ELM FD | 1.458% | \$18,399 | | | |
| 32 | OAK POINT FD | 0.257% | \$3,249 | | | |
| 33 | PILOT POINT FD | 0.487% | \$6,145 | | | |
| 34 | PONDER VFD | 0.228% | \$2,874 | | | |
| 35 | SANGER FD | 0.825% | \$10,407 | | | |
| 36 | TROPHY CLUB FD | 0.377% | \$4,752 | | | |
| 37 | OTHER | 3.85% | \$48,540 | * | | |
| 38 | SHERIFF'S OFC * | 55.008% | \$1,956,015 | * | | |
| 39 | Totals | 100.000% | \$2,523,760 | | | |
| 40 | | | | | | |
| 41 | | | | | | |
| 42 | *SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity | | | | | |
| 43 | which is reduced from other entities total costs, as well as the | | | | | |
| 44 | remaining 1/2 of the total Communications Adopted Budget which | | | | | |
| 45 | other entities are not billed for at this time. | | | | | |
| 46 | | | | | | |
| 47 | Volunteer Agencies | | | | | |

Exhibit B

2016-17 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

| | |
|--------------------------------|---|
| Agency: | Lake Cities Fire Department / City of Corinth |
| Payment Contact Person: | Curtis Birt, Fire Chief |
| Phone Number: | 940-321-2141 |
| Address: | 3101 S. Garrison |
| City, State, Zip | Corinth, TX 76210 |
| AGENCY TOTAL AMOUNT DUE | \$ 22,439 |

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

| | |
|-------------------------|---|
| Make checks payable to: | Denton County |
| Mail payments to: | Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026 |

| | | | |
|----------------------|---|-------------------------------------|---------------------------|
| Payment Plan Options | 1 | <input checked="" type="checkbox"/> | One Annual Payment (100%) |
| | 2 | <input type="checkbox"/> | Two Payments (50%) |
| | 3 | <input type="checkbox"/> | Four Payments (25%) |
| | 4 | <input type="checkbox"/> | Twelve Monthly Payments |
| | 5 | <input type="checkbox"/> | Other Payment Option |

Agency MUST
Select One
Payment Option

Exhibit C

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2016-17**

| | |
|--------------------------------------|---|
| Twenty-Four Hour Terminal Agency | DENTON COUNTY SHERIFF'S OFFICE |
| Non Twenty-Four Hour Terminal Agency | Lake Cities Fire Department / City of Corinth |

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By: Will Travis

Title: Denton County Sheriff

Date: _____

By: Curtis Birt

Title: Fire Chief

Date: _____

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: ILA for Police Dispatch Services

Submitted For: Debra Walthall, Chief

Submitted By: Carrie West, Lieutenant

Finance Review: Yes

Legal Review: N/A

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Police Dispatch Services for the 2016-2017 Fiscal Year with Denton County.

AGENDA ITEM SUMMARY/BACKGROUND

The Denton County Sheriff's Office requires each agency desiring dispatch and records management services to participate in an Interlocal Agreement and share costs with DCSO based on the workload imposed on the County by each participating agency.

The agreement begins on October 1, 2016 and terminates on September 30, 2017. The total cost for Police dispatch services is \$83,369. This represents a \$3,152 or 3.64% decrease from the prior year.

RECOMMENDATION

It is recommended that the City Council approve the 2016-2017 Interlocal Cooperation Agreement for Shared Governance Communications and Police Dispatch Services with Denton County.

Attachments

Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

| |
|--|
| Name of Agency: Corinth Police Department |
|--|

hereinafter referred to as "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, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching

services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "C"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "B"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

| | |
|------------------|--|
| Exhibit A | Agency Workload and Cost Statistics |
| Exhibit B | Agency Payment Worksheet |
| Exhibit C | TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT |

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

| | | |
|---------|---|--|
| County: | 1 | Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201 |
| | 2 | Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205 |
| | 3 | Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205 |

| | |
|------------------|---------------------------------|
| Name of Agency: | Corinth Police Department |
| Contact Person | Debra Walthall, Chief of Police |
| Address | 2003 Corinth Parkway |
| City, State, Zip | Corinth, Texas 76210 |
| Telephone | 940-498-2017 |

17. **SEVERABILITY.** The validity of this Agreement and/or 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. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. 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 extent possible.

18. **THIRD PARTY.** This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature
Mr. Bill Heidemann, Mayor

City of Corinth

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

| | A | B | C | E | F | G |
|----|--|-----------------------|-------------------------|-----------|---|---|
| 1 | Column1 | Column2 | Column3 | Co | | |
| 2 | FY 16-17 Dispatch Costs | | | | | |
| 3 | FY Budget | \$2,523,760.00 | | | | |
| 4 | 1/2 Budget Amount | \$1,261,880.00 | | | | |
| 5 | Agency | % Workload * | Cost by Workload | | | |
| 6 | ARGYLE PD | 0.817% | \$10,314 | | | |
| 7 | ARGYLE ISD PD | 0.014% | \$179 | | | |
| 8 | AUBREY PD | 0.566% | \$7,139 | | | |
| 9 | AUBREY ISD PD | 0.054% | \$685 | | | |
| 10 | BARTONVILLE PD | 0.389% | \$4,915 | | | |
| 11 | CORINTH PD | 6.607% | \$83,369 | | | |
| 12 | DOUBLE OAK PD | 0.357% | \$4,511 | | | |
| 13 | HICKORY CREEK PD | 2.253% | \$28,427 | | | |
| 14 | JUSTIN PD | 0.664% | \$8,380 | | | |
| 15 | KRUM PD | 1.270% | \$16,028 | | | |
| 16 | LITTLE ELM PD | 9.146% | \$115,411 | | | |
| 17 | NCTC PD | 0.000% | \$0 | | | |
| 18 | NORTHEAST PD | 1.588% | \$20,034 | | | |
| 19 | NORTHLAKE PD | 2.002% | \$25,257 | | | |
| 20 | OAK POINT PD | 1.291% | \$16,286 | | | |
| 21 | PILOT POINT PD | 0.909% | \$11,476 | | | |
| 22 | PONDER PD | 0.189% | \$2,390 | | | |
| 23 | SANGER PD | 2.508% | \$31,642 | | | |
| 24 | TROPHY CLUB PD | 2.413% | \$30,447 | | | |
| 25 | ARGYLE FD | 0.684% | \$8,630 | | | |
| 26 | AUBREY FD | 1.127% | \$14,223 | | | |
| 27 | DOUBLE OAK VFD | 0.082% | \$1,030 | | | |
| 28 | JUSTIN FD | 0.430% | \$5,427 | | | |
| 29 | KRUM FD | 0.376% | \$4,741 | | | |
| 30 | LAKE CITIES FD | 1.778% | \$22,439 | | | |
| 31 | LITTLE ELM FD | 1.458% | \$18,399 | | | |
| 32 | OAK POINT FD | 0.257% | \$3,249 | | | |
| 33 | PILOT POINT FD | 0.487% | \$6,145 | | | |
| 34 | PONDER VFD | 0.228% | \$2,874 | | | |
| 35 | SANGER FD | 0.825% | \$10,407 | | | |
| 36 | TROPHY CLUB FD | 0.377% | \$4,752 | | | |
| 37 | OTHER | 3.85% | \$48,540 | * | | |
| 38 | SHERIFF'S OFC * | 55.008% | \$1,956,015 | * | | |
| 39 | Totals | 100.000% | \$2,523,760 | | | |
| 40 | | | | | | |
| 41 | | | | | | |
| 42 | *SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity | | | | | |
| 43 | which is reduced from other entities total costs, as well as the | | | | | |
| 44 | remaining 1/2 of the total Communications Adopted Budget which | | | | | |
| 45 | other entities are not billed for at this time. | | | | | |
| 46 | | | | | | |
| 47 | Volunteer Agencies | | | | | |

Exhibit B

2016-17 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

| | |
|--------------------------------|---|
| Agency: | Corinth Police Department |
| Payment Contact Person: | LeeAnn Bunselmeyer, Acting City Manager/Director of Finance |
| Phone Number: | 940-498-3280 |
| Address: | 3300 Corinth Parkway |
| City, State, Zip | Corinth, Texas 76208 |
| AGENCY TOTAL AMOUNT DUE | 83,369 |

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

| | |
|-------------------------|---|
| Make checks payable to: | Denton County |
| Mail payments to: | Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026 |

| | | | |
|----------------------|---|-------------------------------------|---------------------------|
| Payment Plan Options | 1 | <input checked="" type="checkbox"/> | One Annual Payment (100%) |
| | 2 | <input type="checkbox"/> | Two Payments (50%) |
| | 3 | <input type="checkbox"/> | Four Payments (25%) |
| | 4 | <input type="checkbox"/> | Twelve Monthly Payments |
| | 5 | <input type="checkbox"/> | Other Payment Option |

Agency MUST
Select One
Payment Option

Exhibit C

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2016-17**

| | |
|--------------------------------------|---------------------------------------|
| Twenty-Four Hour Terminal Agency | DENTON COUNTY SHERIFF'S OFFICE |
| Non Twenty-Four Hour Terminal Agency | Corinth Police Department |

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By: Will Travis

Title: Denton County Sheriff

Date: _____

By: Debra Walthall

Title: Chief of Police

Date: _____

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: ILA for Public Safety Application Support & Maintenance

Submitted For: Debra Walthall, Chief

Submitted By: Carrie West, Lieutenant

Finance Review: Yes

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance for the 2016-2017 Fiscal Year with the Denton County Department of Technology Services.

AGENDA ITEM SUMMARY/BACKGROUND

The original agreement with Denton County Sheriff's Office for Shared Governance Communications and Dispatch Services included several years of maintenance and licensing fees for the applications, programs, modules, servers, etc. that are associated with the Records Management and Computer Aided Dispatching Systems.

The software maintenance and support plans and licenses are now expired and must be renewed annually for the City of Corinth to remain "active" in these County hosted and maintained systems.

The Denton County Department of Technology Services also offers enhanced services which will provide the City of Corinth Technology Services personnel with much needed after-hours support for critical business issues, assistance with software related applications, maintaining site-to-site connectivity and access to free technology related training.

The agreement begins on October 1, 2016 and terminates September 30, 2017. The total cost of the agreement is \$20,611. This represents an increase of \$1,187 or 6.11% over the prior year.

RECOMMENDATION

It is recommended that the City Council approve the 2016-2017 Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with the Denton County Department of Technology Services.

Attachments

Interlocal

DEPARTMENT OF TECHNOLOGY SERVICES
701 KIMBERLY DRIVE, SUITE 285
DENTON, TX 76208-6301



940-349-4500
Fax: 940-349-4501
Isaac.White@dentoncounty.com
<http://www.dentoncounty.com>

Isaac White, Application Support Manager

May 13, 2016

Chief Walthall
Corinth Police Department
2003 S Corinth St
Corinth, TX 76205

Dear Chief Walthall:

Thank you for your participation in the Denton County Public Safety Consortium. Denton County strives to provide high levels of support and to facilitate interagency coordination.

Over this last few years we have increased our internet bandwidth making the software run faster. We are also hosting quarterly conference calls for better cross agency communication, decision making and software training.

Any agency who participates at the Enhanced Support level is welcome to register for any of the other classes Technology Services offers. The latest schedule can be found at the following website dentoncounty.com/training.

Each agency is responsible for payment of all maintenance costs on software currently in use by the agency. Payment may be made either directly to the software manufacturer or as a reimbursement to the County for maintenance paid on the agency's behalf. Enhanced Support fees and any maintenance cost reimbursements are detailed on Exhibit B.

Please return signed agreements to:
Isaac White
Denton County Technology Services
701 Kimberly Drive, Suite 285
Denton, TX 76208

Please review the attached ICA and SLA. If you have any questions, please do not hesitate to call or email me. When you are ready to proceed, please have the ICA approved and signed by your agency and return two (2) signed originals to me. Please make sure you select the desired level of support on the signature page. Upon approval of the ICA, we will send you an invoice for the appropriate fees.

The Denton County Technology Services Team looks forward to working with you and your agency. Together we will improve public safety in Denton County.

Sincerely,

Isaac White

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE**

This Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance, hereinafter referred to as “Agreement”, is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the “County”, and

Name of Agency: City of Corinth (Technology Services / Corinth Police Department

hereinafter referred to as “Agency”.

WHEREAS, 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, Texas; and

WHEREAS, Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, County and Agency agree that the utilization of combined support and maintenance of public safety systems will be in the best interests of both County and Agency,

WHEREAS, County and Agency desire to maximize the value in the utilized public safety applications to improve public safety and law enforcement throughout Denton County,

WHEREAS, County and Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, County and Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County’s available public safety application support services (“Services”) during the term of this agreement.

2. **TERM OF AGREEMENT.** The term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**. Agency may select the desired level of support (either Basic or Enhanced) for each term of Agreement.

3. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing sixty (60) days written notice to the other party.

4. **BASIC SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to receive basic support (as defined in **Exhibit “A”** – Service Level Agreement) from County at no additional cost.

5. **ENHANCED SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to select optional enhanced support (as defined in **Exhibit “A”** – Service Level Agreement) from County.

5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.

5.2 In the initial term of Agreement, Enhanced Support services will begin in January 2015 and will be pro-rated for 9 months of services. In future years the Enhanced Support services will begin in October. Before January 2015, participating agencies will automatically receive Basic Support services.

5.3 Agency shall pay to County the Total Amount more fully described on **Exhibit “B”**.

6. **SOFTWARE LICENSES AND MAINTENANCE.** “Software” shall be defined as supported applications as described in **Exhibit “A”** – Service Level Agreement. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be responsible for its own Software licenses and maintenance.

6.1. Agency is responsible for purchasing any new Software licenses required by Agency.

6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency’s behalf. Maintenance fees that are paid by County on behalf of Agency are described in **Exhibit “B”**. County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).

6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

7. **COUNTY SERVICES AND RESPONSIBILITIES.** County agrees to provide the following services and responsibilities:

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on **Exhibit “A”** based on Agency’s selection.

7.2 If applicable, County shall provide any mutually agreed Additional Agency Specific Services as more fully described on **Exhibit “A”**.

7.3 County shall have the sole discretion as to the method of providing the Services and shall be the sole judge as to the most expeditious and effective manner of handling and responding to service requests. County will devote sufficient time to insure the performance of all duties and obligations set forth herein.

8. **AGENCY RESPONSIBILITIES.** Agency agrees to the following responsibilities:

- 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of **Exhibit "A"**.
- 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
- 8.3 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- 8.4 Agency shall select the desired level of support (either Basic or Enhanced) on the signature page to this Agreement.
- 8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in **Exhibit "B"** to this Agreement within 30 calendar days of approval of Agreement.

9. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

10. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

11. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

12. **AGENCY LIABILITY.** Agency understands and agrees that Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of County. Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

13. **COUNTY LIABILITY.** County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Agency. County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

14. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

15. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

| | |
|------------------|---|
| Exhibit A | Service Level Agreement v1.0 |
| Exhibit B | Cost Schedule for Maintenance and Enhanced Support |

16. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

17. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

| | | |
|---------|---|--|
| County: | 1 | Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201 |
| | 2 | Chief Information Officer (CIO) Denton County Technology Services 701 Kimberly Drive, Suite 285 Denton, Texas 76208 |
| | 3 | Assistant District Attorney Denton County Criminal District Attorney's Office 1450 E. McKinney Street, 3 rd Floor PO Box 2344 Denton, Texas 76202 |

| | |
|------------------|--------------------------------------|
| Name of Agency: | City of Corinth, Technology Services |
| Contact Person | Shea Rodgers |
| Address | 3300 Corinth Parkway |
| City, State, Zip | Corinth, Texas 76208 |
| Telephone | 940-498-3233 |
| | |

18. **SEVERABILITY.** The validity of 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. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. 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 extent possible.

19. **THIRD PARTY.** This Agreement is made for the express purpose of providing public safety application support and maintenance services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

20. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

21. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

22. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

23. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

Basic Support

~or~

Enhanced Support

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature
Mr. Bill Heidemann, Mayor

City of Corinth

3300 Corinth Parkway

Corinth, Texas 76208

940-498-3200

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date:_____

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney
Denton County Criminal District
Attorney's Office

Attorney for Agency



Version

| Version | Date | Revision / Description |
|---------|-----------|------------------------|
| 1.0 | 10/1/2014 | Initial Version |

Name of “Agency”

City of Corinth

Agency Locations

| |
|--|
| City of Corinth, Technology Services, 3300 Corinth Parkway, Corinth, Texas 76208 |
| City of Corinth Police Department, 2003 Corinth Parkway, Corinth, Texas 76210 |
| |
| |

Agency Contacts

| Title | Name | Email | Phone |
|------------------|------------------------------|----------------------------------|--------------|
| Agreement Liason | Debra Walthall, Police Chief | debra.walthall@cityofcorinth.com | 940-498-2017 |
| IT Coordinator | Shea Rodgers, Tech Services | shea.rodgers@cityofcorinth.com | 940-498-3233 |
| | | | |
| | | | |

Additional Agency Specific Services

| |
|--|
| |
|--|



County Contacts

| Title | Name | Email | Phone |
|--|----------------|---------------------------------|--------------|
| Agreement Liason & Application Support Manager | Isaac White | Isaac.White@dentoncounty.com | 940-349-4357 |
| Application Support Administrator | Cathy Stanley | Cathy.Stanley@dentoncounty.com | 940-349-4357 |
| Chief Information Officer | Kevin Carr | Kevin.Carr@dentoncounty.com | 940-349-4500 |
| Deputy Chief Information Officer | Brian King | Brian.King@dentoncounty.com | 940-349-4500 |
| Desktop Operations Manager | Shawn Buchanan | Shawn.Buchanan@dentoncounty.com | 940-349-4357 |
| Server Operations Manager | Ray Rose | Ray.Rose@dentoncounty.com | 940-349-4357 |
| Network Operations Manager | Don Click | Don.Click@dentoncounty.com | 940-349-4357 |
| HELP DESK | | HelpDesk@dentoncounty.com | 940-349-4357 |



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1. Service Overview

This is a Service Level Agreement (“SLA”) between the Agency and the Denton County Department of Technology Services (“DTS”) to document:

- the technical services provided to the Agency;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of DTS as a provider of these services and of Agency users receiving services; and
- processes for requesting services.

2. Service Description

2.1 Assumptions

- An “Incident” is defined as any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
- A “Request” is defined as any new service, a change to an existing service, or removal of an existing service.
- An “Inquiry” is defined as a request for information.
- Services will be provided in adherence to any related policies, processes and procedures.

2.2 Supported Applications

The following software applications will be supported:

- SunGard MCT/MFR
- ONESolution RMS
- OpCenter
- Police2Police, Police2Citizen
- Any additional SunGard applications purchased under the Denton County contract and made available to other agencies.
- FIREHOUSE Software



2.3 Available Services

Basic Support Services: Agencies that choose the Basic Support option will be provided the following services:

- Client support services will be provided through the software vendor.
- Remote access to county hosted systems for supported applications.
- Password resets during normal business hours.
- Software update notifications for supported applications.
- Maintenance and support of Site-to-Site connections for County owned equipment only.
- Participation in the Denton County Law Enforcement Portal (p2c.dentoncounty.com).
- Access to the OpCenter web site.

Enhanced Support Services: Agencies that choose the Enhanced Support option will be provided the following services:

- All services provided under Basic Support Services.
- Access to Help Desk after-hours support for critical business issues.
- Software update assistance for supported applications.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.
- Access to Training classes for the supported applications provided by DTS as well as other DTS training services.

Additional Services: Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the “Additional Agency Specific Services” section.

3. Roles and Responsibilities

3.1 County Responsibility

County responsibilities and/or requirements in support of this Agreement include:

- Making best efforts to resolve problems (or find workarounds) within the expected completion times based on the priority for all incidents and requests. Completion times depend on a number of factors including complexity, the availability of the user, access to external resources such as software fixes, and the existence of a solution.
- Providing assistance with basic installation of software relating to the listed applications.
- Acting as the liaison with vendors or external resources for supported services.
- Maintaining and updating all county owned software and hardware required to provide Services for the Supported Applications.
- Generating annual reports on service level performance.
- Notifying agencies of all scheduled and unscheduled maintenance via e-mail notifications from the DTS Help Desk.
- The County is responsible for the costs and maintenance of all County computer equipment, network equipment, and software.
- Ensuring the security of the County computer systems and network.



- Preventing unauthorized access to Agency information.
- Maintaining regular backups of files and data stored on county owned equipment.

3.2 Agency Responsibility

Agency responsibilities and/or requirements in support of this Agreement include:

- Payment of all maintenance fees on software currently in use by the Agency.
- Payment of all support services selected by the Agency.
- Notifying the County of personnel changes in a timely manner.
- Making best effort for availability of user(s) when resolving a service related incident or request.
- Submitting requests for service to the Denton County Help Desk.
- Communicating plans, changes of needs, and problems to the County in a timely manner.
- Except as otherwise specifically provided by this SLA, the Agency is responsible for the costs and maintenance of all Agency computer equipment, network equipment, and software.
- Ensuring all Agency owned systems meet minimum requirements for the Supported Applications.
- Ensuring the security of the Agency computer systems and network.
- Preventing unauthorized access to County information.
- Maintaining regular backups of files and data stored on agency owned equipment.
- Designating an “Information Technology (IT) Coordinator” to ensure that these responsibilities are carried out and to serve as the primary contact person between the agency and DTS. For Agencies who use the SunGard RMS and/or have a Site-to-Site connection, the IT Coordinator will also be responsible for resetting user passwords for their agency utilizing the SMS application. Because agencies have different needs, IT resources, and levels of internal expertise, the needs and resources of a given agency may not require the IT Coordinator to have an extensive technical background.



4. Service Support

4.1 Requesting Service

- Contact the Denton County Help Desk by one of the options below. In order to ensure the fastest possible service, please do not send requests to a specific County employee. Except for emergencies, drop-ins should be scheduled through the Help Desk.
- Phone – Call 940-349-HELP (4357)
Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.
- Email - Helpdesk@dentoncounty.com
E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.
- Information Technology (IT) Coordinator
Please contact your IT Coordinator for services not listed.

4.2 Hours of Coverage

Service is available during standard operating hours of 8:00am – 5:00pm Monday – Friday, except on County holidays.

4.3 Incident and Request Response and Prioritization

- Incoming Service Requests will fall into priority levels of 'Critical', 'Urgent', 'High', 'Medium', 'Normal' and 'Low'. These levels will be identified by type (incident, request for service or inquiry), urgency and impact of the Service Request. If the incident cannot be resolved during the initial call, a DTS technician will be contacted to further research the issue. For responses to Service Requests, the goal for DTS is to respond in a timely manner.

4.4 Resolution

- DTS will use reasonable efforts to resolve Service Requests that are within the control of DTS responsibilities. Circumstances beyond DTS control (waiting for parts, response from user, or third party involvement) will constitute a temporary suspension of the SLA clock until appropriate response, replacement parts or services have been received.

4.5 Service Escalation

- If you are not satisfied with the level of service on a request, contact your IT Coordinator or the Technical Services Manager of DTS. They will respond to you with the action taken or to develop a solution that meets your needs.



4.6 Priority Levels

- DTS provides service based on the following Priority Levels.

Priority Level Characteristics

| Priority Level | Expected Completion Time | Description |
|---|---|--|
| Incident Levels (Standard Business Hours 8am – 5pm, Monday through Friday) | | |
| Critical | 8 hours 80% of the time. (Continued repair until operational) | <ul style="list-style-type: none"> • An incident where systems are down or seriously impacted and/or products/services are unavailable. • Normally a global issue or a large number of Agency users are being affected. • There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). <p>The commitment of incident management resources is critical.</p> |
| Urgent | 1 business day 80% of the time. | <ul style="list-style-type: none"> • Issues affecting a large number of users • Requests that require immediate attention |
| High | 2 business days 80% of the time. | <ul style="list-style-type: none"> • The issue causes any Agency user to be unable to work or perform some significant portion of their job. • Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. • There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). <p>The commitment of incident management resources is high.</p> |
| Medium | 3 business days 80% of the time. | <ul style="list-style-type: none"> • An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) • The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information. |



| | | |
|---------------|-------------------------------------|--|
| | | <ul style="list-style-type: none"> A temporary workaround, alternative, or circumvention is available. <p>There is no commitment of incident management resources outside of business as usual.</p> |
| Normal | 5 business days 80% of the time. | <ul style="list-style-type: none"> An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user. |
| Low | 10 days 80% of the time. | <ul style="list-style-type: none"> The customer has requested a new service or information pertaining to a feature, system or service. |

4.7 Priority level Determination

- Priority levels will be automatically determined by:
 - Service Request Type (incident, request for service or inquiry).
 - Impact (Single user, 2 -9 users or 10 or more users).
 - Urgency (**High** – User(s) is unable to work, **Medium** – User’s work is impacted, **Low** – A workaround can be implemented or a user’s ability to work is not greatly impacted.)

Priority Levels (Incidents)

| | Single User | 2 – 9 users | 10+ Users |
|--------|-------------|-------------|-----------|
| High | High | High | Urgent |
| Medium | Medium | High | High |
| Low | Normal | Medium | Medium |

4.8 Service Level Measurements

- Service levels will be measured based on the overall service level targets for each agency broken out by Priority Levels (Critical, Urgent, High, Medium, Normal, Low). These targets are based on each priority’s expected completion times. Service level reports will be run on a yearly basis and reviewed by DTS and Agencies at that time. The minimum number of total Service Requests required to meet the SLA percentage for a given Priority Level will be 12 or more. If an agency has less than 12 SR’s in any given priority level then the overall weighted percentage will apply to that priority.

4.9 Scheduled Maintenance

- DTS plans scheduled maintenance windows each week (usually on Thursday evenings, starting at 7 p.m. until 7a.m., the next day) to maintain and increase the security, availability, and performance of the network and supported applications. DTS works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the morning of the scheduled maintenance day with information about the maintenance being performed.

4.10 Unscheduled Maintenance



- Occasionally DTS may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

5. Customer Service Survey

5.1 Survey Form

- Upon closure of a Service Request, Agency employees will receive a link to the Customer Satisfaction Survey. These surveys are important in gauging work quality within DTS and help improve customer service.

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

- Quality of work is exceptional; performance far exceeds the needed requirement to fulfill the request.
- Quick to respond. Receptive to needs and was able to understand the request with informative questioning.
- The resolution was much faster than expected.
- Communication was frequent throughout the entire process and updates during the progress and upon finding a solution were completely understandable.
- Actions were taken quickly and an optimal solution was found.
- Technician showed an ability to quickly understand the request and utilized their skills to the fullest.
- Technician went out of their way in providing support.

Excellent

- Quality of work is excellent and an extra effort was taken in fulfilling the request.
- Quick response in initial contact. Receptive and willing to help.
- The resolution was faster than expected.
- Technician made sure to communicate status as well as inform user of solution.
- Technician went out of their way to properly resolve the issue.
- Technician came up with a solution to allow minimal interruption to the user.
- Technician took a complete interest in helping.

Satisfied

- Quality of work is acceptable.
- Initial contact was cordial and responsive to my needs.
- Has demonstrated the ability to handle the Service Request within an appropriate timeframe.
- Communicated the status as well as resolution.
- Solution met the requirement needed to resolve the issue.
- Performed the task with the proper technical skills and expertise.
- Technician was thorough in taking care of the Service Request.

Needs Improvement

- Quality of work is poor.



-
- Access to help was time consuming.
 - Technician did not demonstrate the ability to handle issue within an appropriate timeframe.
 - Poor communication. Issues were not explained or understood.
 - Questionable resolution.
 - Technician seemed unconfident with ability.
 - Lack of interest, only helpful enough to get the task completed.

Dissatisfied

- Failed to meet expectations.
- Little or no response to requests.
- Issue persists.
- Little or no communication during work being done.
- No progress was made in response to corrective action.
- There is a definite lack of ability and/or willingness.
- Technician was rude.

Not Applicable

- Question being asked does not pertain to the request.

| Application | Maint Amt | Qty | Total |
|---|-------------|-----|--------------|
| OSSI MCT Client for Digital Dispatch | \$ 120.56 | 21 | \$ 2,532.00 |
| OSSI Mobile Client Maps | \$ 24.30 | 21 | \$ 510.00 |
| OSSI Client AVL Mobile License | \$ 18.17 | 21 | \$ 382.00 |
| OSSI - MFR Client - Racial Profiling | \$ 24.30 | 0 | \$ - |
| OSSI - MFR Client- Base Incident/Offense | \$ 120.56 | 21 | \$ 2,532.00 |
| OSSI Mobile Arrest Module | \$ 48.22 | 21 | \$ 1,013.00 |
| OSSI Accident Wizard Workstation License Client | \$ 27.81 | 21 | \$ 584.00 |
| OSSI - MFR Client Citation | \$ 80.31 | 0 | \$ - |
| OSSI - MFR Client - Accident Reporting | \$ 80.31 | 21 | \$ 1,687.00 |
| OSSI Client Base Records Management System | \$ 1,184.78 | 1 | \$ 1,185.00 |
| Upgrade to Site License | \$ 1,793.34 | 1 | \$ 1,793.00 |
| OSSI - Link Analysis Module | \$ 324.60 | 1 | \$ 325.00 |
| OSSI RMS Map Display and Pin Mapping License - Site License | \$ 185.48 | 1 | \$ 185.00 |
| OSSI Multi-Jurisdictional RMS Option | \$ 51.01 | 1 | \$ 51.00 |
| OSSI Notification Module | \$ 208.67 | 1 | \$ 209.00 |
| OSSI Racial Profiling Module-Site | \$ 46.37 | 0 | \$ - |
| OSSI Sex Offender Module | \$ 139.11 | 1 | \$ 139.00 |
| OSSI Crime Analysis Module - Site License | \$ 115.93 | 1 | \$ 116.00 |
| OSSI Base Mobile Server Software Client | \$ 507.07 | 1 | \$ 507.00 |
| OSSI AVL Server Host License | \$ 365.17 | 1 | \$ 365.00 |
| OSSI Residential Security Watch Module | \$ 22.51 | 1 | \$ 23.00 |
| OSSI Review Module for Field Reporting | \$ 375.14 | 1 | \$ 375.00 |
| OSSI's Integrated Messaging Switch Software | \$ 208.67 | 1 | \$ 209.00 |
| Total Maintenance Fees to be reimbursed to County | | | \$ 14,722.00 |
| Optional Enhanced Support Fees | | | \$ 5,889.00 |
| Total Maintenance + Optional Enhanced Support | | | \$ 20,611.00 |

City Council Regular and Workshop Session

Meeting Date: 06/02/2016
Title: ILA with LDISD for transportation services
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 an Interlocal Agreement with the Lake Dallas Independent School District for Summer Camp Transportation Services.

AGENDA ITEM SUMMARY/BACKGROUND

During the summer of 2015 the Corinth Recreation staff used Durhamn Charter buses to transport summer camp participants on weekly field trips. The Summer camp program was for a total of nine weeks from June 12, 2015 through August 7, 2015. The City utilized the bus services one day a week for field trips totaling \$3,367.90. City seasonal staff would transport the summer camp participants to all other programmed events.

For the summer of 2016 staff is proposing to use the Lake Dallas Independent School District to transport participants on weekly field trips and all other programmed events, such as swimming activities, playground visits and movie events. This agreement is mutually beneficial for both entities. It will provide full service transportation to all summer camp programs for the City and will provide an opportunity for the LDISD to employ their bus drivers during the summer months when school is not in session.

Due to growing demand, the camp has been extended by one week for a total of 10 weeks. The summer camp program will begin on June 6, 2016 through August 12, 2016. Staff is recommending utilizing the proposed bus services five days a week for all summer events for a total of 70 trips compared to last years 9 trips for a \$999 increase.

PROPOSED INTERLOCAL AGREEMENT
(Field trips, swimming trips, playground visits, rainy day movies)

| | Durhamn Charter (2015) | LDISD (2016) |
|-----------------------|----------------------------|--------------------------|
| Hours used | 37 | 218 |
| Cost | \$3,368 (2015 bus charges) | \$4,367 (2016 est. cost) |
| Cost per hour | \$91 | \$20 |
| Number of total trips | 9 | 70 |

RECOMMENDATION

Staff recommends Council's approval of the Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District, and authorizing the City Manager to sign and execute the agreement.

Attachments

Interlocal Agreement LDISD

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH AND LAKE DALLAS INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is made this the 16th day of May, 2016, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City" and Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the City and LDISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the government functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, LDISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligation of the City, and LDISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

Section 1. Scope of Agreement

- 1.1. The City of Corinth offers Summer Camp from June 6, 2016 to August 12, 2016 for boys and girls ages 6-12 years of age. During each week of camp kids will go swimming twice a week and one large field trip. Campers are broken up by age group 5-8 and 9-12 so bus services will be needed 4 days a week for swimming, and once for field trip for a total of 5 days a week.
- 1.2. LDISD shall provide bus services for Summer Camp based on times and dates listed in Exhibit "A"

Section 2. Term of the agreement

- 2.1. This Agreement shall become effective June 6, 2016, and will end at midnight, August 12, 2016, unless earlier terminated as provided herein.

Section 3. Responsibilities of City

- 3.1. The City agrees to have campers at pick up location at scheduled time.
- 3.2. The City agrees to remove all trash from bus at the end of the trip.
- 3.3. The City agrees to be responsible for campers during the course of transportation.
- 3.4. The City agrees to provide one weeks' notice if an upcoming week of camp did not make, resulting in no need for bus services that week.
- 3.5. The City agrees to work with LDISD on notification if trip is cancelled due weather.
- 3.6. If trip is cancelled due to weather, City may provide different activity for campers resulting in different trip distention and time.
- 3.7. If the City adds any trips to schedule the City agrees to give proper notice of 1 week. Added trip will be based on availability.
- 3.8. The City agrees to limit the number of passengers to 71. If more than 71 passengers are expected a second bus will need to be rented.

appointed him or where he is regularly employed and in the regular jurisdiction of the Party by which that person is regularly employed.

Section 9. Miscellaneous Provisions

- 9.1. If legal action is brought under this Agreement, exclusive venue shall lie in Denton County and the proceedings shall be governed by the laws of the State of Texas.
- 9.2. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term, sentence, paragraph or provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 9.3. This Agreement may be amended or modified only by the mutual written agreement, such amendment or modification being attached to and incorporated herein and approved by the governing bodies of both parties.
- 9.4. This Agreement may be signed in multiple counterparts and shall be binding on the Parties hereto when duly authorized by the governing body of each Party.
- 9.5. This Agreement contains all of the commitments of the Parties.
- 9.6. All notices and communications concerning this Agreement shall be in writing and addressed to the parties as follows:

If to Corinth:

City of Corinth

Attn: City Manager

If to LDISD:

Lake Dallas Independent School District

Attn: Superintendent

104 Swisher
Lake Dallas, TX 75065

Unless otherwise provided herein, notices and invoices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed served or delivered to the addressee when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or three United States Postal Service business days after deposit in the mail when sent by U.S. mail.

- 9.7 All payments and expenses made by either Party hereto shall be made from the current revenues of the Party.

Section 4. Responsibilities of LDISD

- 4.1. LDISD agrees to have bus at pick up location at scheduled time.
- 4.2. LDISD agrees to provide a clean bus for all scheduled trips.
- 4.3. LDISD agrees to be responsible for the safety and condition of their buses.
- 4.4. LDISD agrees to be responsible for the driver/operators of their buses.
- 4.5. LDISD assumes all responsibility for bus maintenance.
- 4.6. LDISD agrees to work with the City on rescheduling any trips should there be an issues with weather, or any other reason.

Section 5. Payments

- 5.1. Corinth shall pay LDISD \$20 an hour for services rendered throughout the summer no later than September 12, 2016. Payment break down is listed in Exhibit "A"
- 5.2. LDISD agrees to not charge Corinth for any trips not taken for any reason.
- 5.3. LDISD agrees to not charge Corinth for any trips that are cut short for any reason.
- 5.4. Corinth agrees to pay for any additional cost associated to the scheduled times.

Section 6. Termination

- 6.1. This agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving thirty (30) days' written notice of termination.

Section 7. Insurance

LDISD shall provide an acceptable certificate of insurance to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon request.

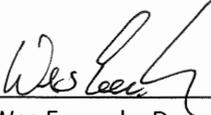
Section 8. Indemnity; Non-Waiver of Immunity

- 8.1. LDISD and Corinth each agree to accept full responsibility for the actions of their officers, agents and employees in the performance of this Agreement as allowed by law. LDISD shall not be liable for any claims, damages, costs, and attorney's fees arising from the negligent acts or omissions of Corinth employees arising from the services contemplated under this Agreement. Corinth shall not be liable for any claims, damages, costs, expenses, and attorney's fees arising from the negligent or illegal acts of LDISD employees arising from the services contemplated under this Agreement. If both LDISD and Corinth are determined by a court to be liable for any claims, damages, costs, expenses, or attorney's fees arising from the negligent acts or omissions of LDISD and Corinth employees under this Agreement, LDISD and Corinth shall each be liable for the portion of the claim, damages, costs, expenses, and attorney's fees that arise from the negligent acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.
- 8.2. It is expressly understood and agreed that, in the execution of this Agreement, neither Party waives nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against any claims arising in exercise of its governmental powers or functions.
- 8.3. In the event that any person, elected official, employee, agent or contractor of either Party performing services pursuant to this Agreement be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person, elected official, employee, agent or contractor shall be entitled to the same defenses that he would be entitled to receive as if such civil action had arisen out of the performance of his or her duties as an employee of the Party which

IN WITNESS WHEREOF, this Agreement is executed this the 16th day of May, 2016, in duplicate originals.

LAKE DALLAS INDEPENDENT SCHOOL
DISTRICT, TEXAS

CITY OF CORINTH, TEXAS

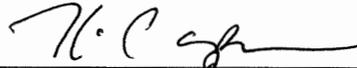


Wes Eversole, Deputy Superintendent/CFO

Lee Ann Bunselmeyer, Acting City Manager

ATTEST:

ATTEST:



Printed Name: Kim Campbell
Title: Asst to the Superintendent

Kimberly Pence, City Secretary

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: City of Corinth and LCMUA Emergency Interconnect Interlocal 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 an Interlocal Agreement with Lake Cities Municipal Authority (LCMUA) authorizing a mutually beneficial emergency water supply interconnect between the City of Corinth and the LCMUA distribution systems.

AGENDA ITEM SUMMARY/BACKGROUND

LCMUA approached the City of Corinth with a proposal to install an interconnect between the two entities distribution systems. The intent is to provide emergency water for fire protection, life, and sanitation only in the event of system failure to either party. Emergency water provided through this agreement would be billed and cost recouped by the supplying party.

Several location sites were evaluated by both LCMUA and Corinth staff. It was determined that the best location to install the interconnect was on FM 2181 at the property recently purchased for the Joint Public Safety Facility. At that location the transmission mains for both entities are the closest to one another. Additionally, LCMUA has a utility easement running perpendicular to FM 2181 where the vault could be installed.

This Interlocal Agreement is necessary as the first step to prepare for the the construction phase of the project. The construction cost of the interconnect would be split 50% between each entity and is estimated to cost \$50,000 (\$25,000 paid by Corinth and \$25,000 paid by LCMUA).

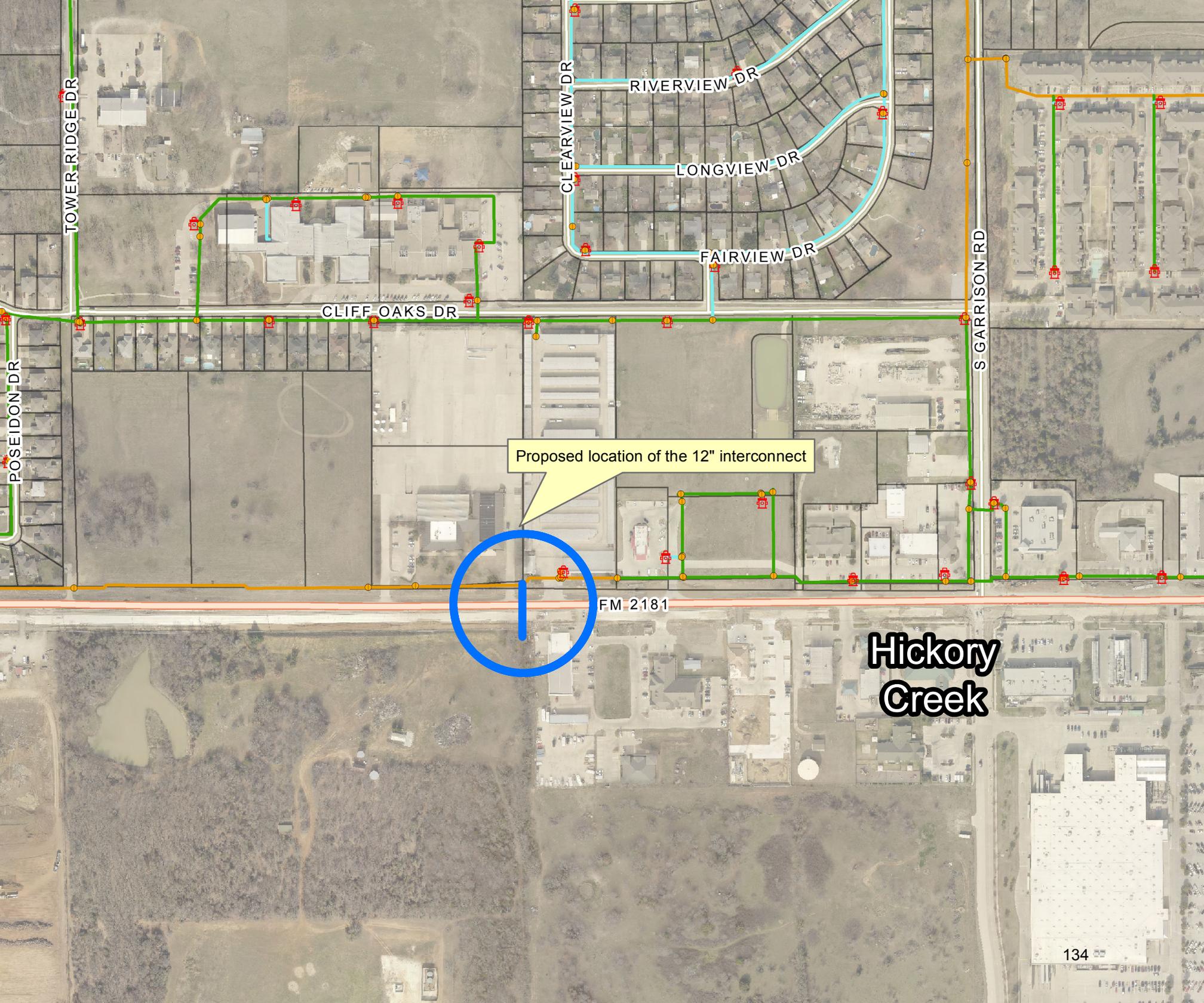
RECOMMENDATION

Staff recommends Council's approval of the emergency water supply Interlocal Agreement between the City of Corinth and LCMUA, and authorizing the City manager to sign and execute the agreement.

Attachments

Interconnect Location

Interlocal Agreement



Proposed location of the 12" interconnect

FM 2181

**Hickory
Creek**

**INTERLOCAL AGREEMENT
BETWEEN LAKE CITIES MUNICIPAL UTILITY
AUTHORITY AND THE CITY OF CORINTH FOR
EMERGENCY WATER SUPPLY**

This **Interlocal Agreement** (“Agreement”) is effective as of the _____ day of _____, 2016, by and between the **City of Corinth**, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “**CORINTH**”) and **LAKE CITIES MUNICIPAL UTILITY AUTHORITY**, a governmental entity under Article XVI, Section 59 of the Texas Constitution (hereinafter referred to as “**LCMUA**”) each acting herein by and through its respective governing body.

WHEREAS, Chapter 791 of the **TEXAS GOVERNMENT CODE**, also known as the **INTERLOCAL COOPERATION ACT**, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, **CORINTH**, a home-rule municipality organized under the laws of the State of Texas, holds the certificate of convenience and necessity or has the exclusive right to provide water service in the territorial boundaries of the City of Corinth; and

WHEREAS, **LCMUA**, a governmental entity created under Section 59, Art. XVI of the Texas Constitution, holds the certificate of convenience and necessity to provide water service in the territorial boundaries of the Town of Hickory Creek, City of Lake Dallas, and Town of Shady Shores; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of providing for the delivery and distribution of emergency treated water supply in the event of an equipment and/or system failure and during other appropriate emergency conditions; and

WHEREAS, **CORINTH** and **LCMUA** propose to establish water system interconnections and interconnection improvements between the **CORINTH** municipal water system and the **LCMUA** water system in locations determined from time to time by the **CORINTH** City Manager and **LCMUA** General Manager for the purpose of providing supplemental water flow to assist either party in the event of a system and/or equipment failure and during other appropriate emergency conditions; and

WHEREAS, **CORINTH** and **LCMUA** understand that each system is required to meet minimum requirements for supply per Texas Administrative Code Title 30 Part 1 Chapter 290 Subchapter D; and

WHEREAS, it is to the mutual advantage of **LCMUA** and **CORINTH** to provide reciprocal terms and conditions for an emergency supply of water in advance of actual needs;

NOW, THEREFORE the parties herein enter into this Agreement to outline the joint participation of **CORINTH** and **LCMUA** as follows:

ARTICLE 1: DEFINITIONS

- 1.1 For the purposes of the Agreement, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in the Agreement shall be given their common and ordinary meaning.
- 1.2 For the purpose of the Agreement, the following words, terms, phrases, and their derivatives shall have the meaning given below:
- 1.2.1 **City Manager:** the City Manager of Corinth, or the Manager’s designated representative.
- 1.2.2 **Corinth:** the City of Corinth, Texas, a home rule municipal corporation in the County of Denton, State of Texas.
- 1.2.3 **Emergency Condition:** any equipment or facility failure, or operational event beyond the control of one of the parties in which the water system of either party cannot maintain the minimum water pressure necessary to meet TAC 30.1 §290 Subchapter D. The emergency connection and supply of water will not occur for the purpose of compensating for system deficiencies, general drought, or high usage by customers.
- 1.2.4 **General Manager or Manager:** The General Manager of the Lake Cities Municipal Utility Authority or the General Manager’s designated representative.
- 1.2.5 **Interconnection:** a system of pipes and valves, allowing water to flow by system pressure differential through a facility from the **CORINTH** water system into the **LCMUA** water system, or from the **LCMUA** water system into the **CORINTH** water system.
- 1.2.6 **Lake Cities Municipal Utility Authority:** the Lake Cities Municipal Utility Authority, a Texas governmental entity established under Section 59, Article XVI of the Texas Constitution, in the County of Denton, State of Texas.
- 1.2.7 **Water System:** the pipes, facilities, and other appurtenances owned, operated, and maintained by a party to this Agreement to provide potable water to the party’s territory.
- 1.2.8 **Renewal Date:** Ten years after the effective date of this Agreement and thereafter, every five years.
- 1.2.9 **Unit Rate:** the cost for each one thousand (1,000) gallons of water supplied.

ARTICLE II: EMERGENCY WATER TRANSFER

2.1 *Transfer and Point(s) of Delivery.*

2.1.1 In the event an Emergency Condition exists in either **CORINTH** or **LCMUA**, each party agrees to provide available treated water to the requesting party through a manually operated interconnection(s) at the point(s) of delivery identified in Exhibit A, and other locations as agreed to the parties in a written amendment to this Agreement.

2.1.2 During the Emergency Condition, the supplying party agrees to transfer water to the requesting party through the interconnection at the available pressure maintained in the supplying party's distribution system. The parties understand and agree that the supplying party is under no obligation to furnish pressurized water to any connection between the point of delivery and the other party's facilities for sustaining and increasing pressure. The requesting party may utilize the pressure maintained in the supplying party's system for movement of water from the point of delivery to the point where the requesting party has facilities for sustaining or increasing pressure.

2.2 *Quality.* The water delivered to the requesting party at the point of delivery will be of the same or similar quality as the water delivered to the supplying party's customers, and in compliance with all applicable State and Federal water standards.

2.3 *Quantity.*

2.3.1 Subject to availability, the supplying party will deliver emergency water supply to the requesting party at a quantity not exceeding 2,100 gallons per minute or 3.0 million gallons per day necessary to meet TCEQ minimum supply requirements.

2.3.2 Neither party has requested a firm availability of water. If a party does not have the ability to provide the quantity of emergency water supply requested by the other party for whatever reason, the supplying party has the right and authority to limit the emergency water supply provided to the requesting party. The supplying party will notify the requesting party of the quantity of emergency water supply provided if less than the amount requested.

2.3.3 If the supplying party has an emergency in its system at a time the requesting party has requested or is receiving emergency water supply, the supplying party has the right to deny or terminate the emergency supply to the requesting party.

2.3.4 The delivery of emergency water supply to the requesting party shall not exceed seven (7) calendar days per event without the approval of the governing body of the supplying party.

ARTICLE III: UNIT RATE PRICE

3.1 The unit rate per one thousand (1,000) gallons of water transferred through any interconnection will be calculated using the wholesale rate charged by Upper Trinity Regional Water District for the purchase of treated water.

ARTICLE IV: TRANSFER INITIATION AND TERMINATION

4.1 The Parties acknowledge that transfers of treated water through interconnections consisting of piping and valves **will not be operated** without an authorized representative from both parties being present.

4.2 The following are contact phone numbers for each party:

| | | |
|----------------|--------------------------------|----------------|
| CORINTH | Municipal Service Center (Day) | (940) 498-3249 |
| | Emergency | (940) 465-6698 |
| LCMUA | Utility Services (Day) | (940) 497-2999 |
| | Emergency | (940) 222-1988 |

4.3 The parties agree that the termination of water transfer during emergency fire flow conditions will only occur after consultation between the City Manager and General Manager. The decision to terminate the transfer of water during emergency conditions will take into consideration the following items listed in the enumerated order of importance:

1. Protection of Life
2. Protection of Exposed Property
3. Protection of Buildings
4. Interruption of Water Service.

4.4 The parties agree that the party receiving emergency water will use its best efforts to resolve the emergency situation as soon as possible.

ARTICLE V: CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE INTERCONNECTION(S)

5.1 *Interconnection Facilities.*

5.1.1 The parties at the beginning of this Agreement shall cause the design and construction of the connection necessary for delivery of emergency water supply under this Agreement. **LCMUA** is responsible for serving as Project Manager and will contract for the engineering and construction of the interconnection; **LCMUA** shall provide **CORINTH** an opportunity to review and comment on the design, bids and specifications. The parties anticipate the engineer and construction

contractor will issue progress billing statements. **LCMUA** shall provide **CORINTH** a copy of the progress billing received; within thirty (30) days of receiving the billing statement, **CORINTH** agrees to pay **LCMUA** one-half of the invoiced costs and expenses.

5.1.2 As Project Manager, **LCMUA** assumes responsibility for all Texas Department of Transportation permits and required insurance coverages.

5.1.3 The parties may agree to the design and construction of additional interconnection facilities at other points of delivery. The parties shall amend this Agreement should the parties determine additional interconnection points of delivery are necessary.

5.2 *Access, Use, and Right-of-Way.* The parties agree to furnish any rights-of-way necessary for the connection and metering facilities. **CORINTH** and **LCMUA** agree to provide unlimited access and use to the connection and areas along the routes of the delivery facilities as necessary to maintain the facilities and operate the facilities during the period of emergency.

5.3 *Operations and Maintenance.*

5.3.1 At least on a semi-annual basis, the parties will inspect, test, and perform any routine maintenance to the interconnection(s). The parties agree to share equally in the cost of the inspection, testing, and maintenance of the interconnection(s), including the costs and expenses for repair and replacement of interconnection components. The entity conducting the inspection, testing, and maintenance shall calculate the associated costs, and provide an itemized report. The parties shall provide payment for its portion of the inspection, testing, and routine maintenance.

5.3.2 The parties agree to share in the costs for major repairs or rehabilitation of the connection not considered within the scope of routine maintenance. Unless an emergency situation, the parties shall mutually determine and agree on major repairs or rehabilitation of the connection or metering facilities prior to the repairs or rehabilitation.

5.3.3 Upon the execution of this Agreement, the parties will establish a mutually agreeable schedule for inspection, testing, and maintenance, which may be amended as necessary from time to time upon mutual written agreement.

5.3.4 **LCMUA** assumes no responsibility for the operation or maintenance of any portion of **CORINTH**'s water system, and **CORINTH** assumes no responsibility for the operation or maintenance of any portion of **LCMUA**'s water system.

ARTICLE VI: DELEGATION OF ADMINISTRATIVE AUTHORITY

- 6.1 The City Council of **CORINTH** and the Board of Directors of **LCMUA** hereby delegate the following administrative functions to the City Manager and General Manager respectively, in this Agreement:
1. To modify, move, or install new interconnections provided that costs for such modifications, relocations or installations are within the spending authority of the City Manager and the General Manager.
 2. Any decisions regarding routine maintenance and operation of the interconnection.

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Except as otherwise provided therein, the terms and conditions of this Agreement may be modified at any time by the mutual written consent of both parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and approved by the governing body of each party.
- 7.2 Any notice required or permitted between the parties must be in writing, and shall be delivered in person, or by certified mail, return receipt requested, or via facsimile to the following:

CORINTH: CITY OF CORINTH
Attention: Public Works Director
3300 Corinth Parkway
Corinth, TX 76208
(f) 940.498.3266

LCMUA: LAKE CITIES MUNICIPAL UTILITY AUTHORITY
Attention: General Manager
501 N Shady Shores Dr
Lake Dallas, TX 75065
(f) 940.497.2926

- 7.3 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 7.4 This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Denton County, Texas.
- 7.5 **To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, CORINTH and LCMUA agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connections with the provision of water.**

- 7.6 It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the cities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. Not verbal agreement or conversation with any officer, agent or employee of either party, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 7.7 The initial term of this Agreement is for ten (10) years from the later of the following: (i) the date the **CORINTH** City Council approves the Agreement, and (ii) the date the **LCMUA** Board of Directors approves the Agreement. This Agreement shall automatically renew thereafter for successive terms of five (5) years unless either party terminates this Agreement by providing written notice to the non-canceling party at the address listed in Section 7.2 of this Agreement not less than 180 days in advance of the cancellation date. A party may terminate this Agreement with thirty days notice in the event the other party fails to perform an obligation under this Agreement or breaches a provision of this Agreement, and has not cured same within sixty (60) days of notice of the breach or failure to comply.
- 7.8 Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- 7.9 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other difference or subsequent breach.
- 7.10 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.
- 7.11 If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 7.12 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties. It is expressly understood and agreed that, in the execution of this Agreement, neither **LCMUA** nor **CORINTH** waives, nor shall be deemed hereby to have waived, any immunity or defense available to it by law.

- 7.13 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 7.14 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

SIGNED this the _____ day of _____, 2016.

CITY OF CORINTH

**LAKE CITIES MUNICIPAL
UTILITY AUTHORITY**

Bill Heidemann, Mayor

Cecil Carter, President

ATTEST:

ATTEST:

Kimberly Pence, City Secretary

_____, Secretary

City Council Regular and Workshop Session

Meeting Date: 06/02/2016
Title: Carmax PD
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 FROM THE APPLICANT JOHN THATCHER, AUTHORIZED REPRESENTATIVE FOR THE PROPERTY OWNERS, TOMMY JOSEPH ROBINSON, BRIAN KEITH ROBINSON, RAYMON MANN ROBINSON, BRANDY DENISE ROBINSON, ROBERT MANLEY ROBINSON, THOMAS MANN ROBINSON, AND TIMOTHY MANLEY ROBINSON FOR A ZONING CHANGE FROM C-1, COMMERCIAL TO PLANNED DEVELOPMENT C-2 COMMERCIAL WITH MODIFIED DEVELOPMENT STANDARDS ON 10.603 ACRES OF LAND LEGALLY DESCRIBED AS LOT 1, BLOCK A, TRI-STEEL ADDITION, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS.

BUSINESS:

Consider and act on a zoning change from C-1, Commercial to Planned Development C-2, Commercial on 10.603 acres of land legally described as Lot 1, Block A, Tri-Steel Addition, in the City of Corinth, Denton County, Texas. (This property is located on the southwest side of I-35E, between Post Oak Drive and Church Drive.)

AGENDA ITEM SUMMARY/BACKGROUND

APPROVAL PROCESS/UPDATE

On May 5, 2016, the City Council postponed this request to the June 2, 2016 meeting per the request of the applicant. A public hearing was held for the rezoning request at the May 5, 2016 Council meeting and a public hearing will be required to be held at the June 2, 2016 Council meeting in order for the Council to consider this request.

The rezoning request is in conformance with the Comprehensive Plan. Therefore, no amendment to the Comprehensive Plan is required in order for the City Council to consider this request.

However, the proposed automobile and truck sales facility, new and/or pre-owned (used) is **not** currently allowed in a C-1 Commercial zoning district and is **only** allowed in C-2 Commercial district **upon approval of an SUP with conditions**. Please see the following chart below listing the allowable uses in the C-1 and C-2 zoning districts and for all of the proposed uses, including the accessory uses for this request.

| Proposed Non-Residential Uses | C-1 | C-2 |
|--|-------------------------|-------------------------|
| Automobile and Truck Sales Facility, new and/or pre-owned (used) | Not Allowed | SUP with Conditions |
| Automobile Parts Store | Allowed | Allowed |
| Automobile Service Garage (Minor) | Allowed | Allowed |
| Outside Display | Allowed with Conditions | Allowed with Conditions |

| | | |
|---------------------------|---------------------|---------------------|
| Outside Storage | SUP with Conditions | SUP with Conditions |
| Gasoline Filling/Car Wash | Not Allowed | SUP with Conditions |

AGENDA ITEM DESCRIPTION

The applicant is proposing a rezoning from C-1 Commercial District on 10.603 acres to a Planned Development C-2 Commercial District with modified development standards in order to develop a Carmax, automobile and truck sales facility, new and/or pre-owned (used) and accessory uses, such as new auto sales parts (tires and accessories), automobile service garage for routine services and minor repairs to be conducted inside the building, one (1) non-public car wash building, and an underground fuel storage area with one (1) fuel pump.

The applicant is proposing the following in lieu of the C-2 dimensional regulations per Section 2.08.05 of the UDC as shown in the chart below.

| C-2 | REQUIRED | PROVIDED |
|-----------------------------|----------|----------|
| Minimum Side Yard Setbacks: | | |
| Interior Lots: | | |
| East | 0' feet | 15' feet |
| West | 15' feet | 25' feet |
| Minimum Rear Yard Setback | 20' feet | 50' feet |

The applicant is meeting or exceeding all other requirements of the UDC, except the following:

1. UDC Section 2.09.01 **Landscape Regulations** shall apply except:
 - a. Interior parking lot landscaping in the outdoor automobile sales display area or the automobile sales staging area shall not be required. The interior parking lot trees that would be required in the sales display/staging area shall be planted and maintained in the residential adjacency area landscape edge buffer yards along the west and south property lines, and along I-35E as shown on the Design Map/Concept Plan, as shade trees with a minimum 3” caliper size (per Table 15: Approved Plant Material List). Additionally, parking lot trees a minimum of 3” caliper (per Table 15: Approved Plant Material List) shall be planted per the Interior Parking Lot Landscaping requirements.
 - b. A 50' wide tree preservation area shall be established along the south property line to provide an increased landscape buffer to the adjacent single family residential property, with the provision that drainage requirements are met.
 - c. In addition to the required landscaping/screening for parking lots adjacent to residential areas, a 15' wide tree preservation area shall be established and maintained along the west property line.
2. UDC Section 2.09.02 **Tree Preservation** shall apply except:
 - a. A 50' wide tree preservation area shall be established along the south property line to provide an increased landscape buffer to the adjacent single family residential, with the provision that drainage requirements are met.
 - b. A 15' wide tree preservation area shall be established along the west property line.

3. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply except:

a. Parking space dimensions for sales display may be 9' x 17' with 20' wide maneuvering/drive aisle lanes only.

4. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply except:

(a) Required Turning Off of Property Luminaires

(i) All luminaires within the property, except those required for security, shall be extinguished within one hour after the end of business hours and remain extinguished until one hour prior to the commencement of business hours. Normal business hours shall be similar to other Texas CarMax locations which are 9:00 AM to 9:00 PM.

(ii) A maximum average level of five foot-candles at building and gated parking lot entrances is permitted and a maximum level of one foot-candle on the rest of the structure. A maximum level of two foot-candles is permitted along the staging and preparation area security wall in the southwest portion of the site. The site shall comply with the shielding requirements of Section 2.09.07.C.1 so that substantially all the directly emitted luminous flux falls within the property line.

5. UDC Section 4.02 **Fence and Screening Regulations** shall apply except:

a. The masonry screening wall separating nonresidential used and/or zoned areas from residential uses as required under Section 4.02.11 shall be eight (8') feet in height and shall be placed at the edge of the parking areas on the south and west sides in the general locations shown on the PD Concept Design Map, instead of at the property line, to provide for the above described Tree Preservation Areas.

NOTIFICATION TO PUBLIC

A notice of the June 2, 2016 public hearing was published in the Denton Record Chronicle.

Prior to the Planning and Zoning Commission meeting, public hearing notifications were sent to the 34 property owners located within 200' of the subject property. A notice of public hearing was posted on the subject property along I-35E.

On April 18, 2016, we received 2 public hearing notification letters in opposition.

SURROUNDING PROPERTIES ZONING

- | | |
|--------------------|-------------------------------------|
| ● Subject Property | C-1, Commercial-1 |
| ● North | N/A (I-35E) |
| ● South | PD (SF-1), Single Family |
| ● East | PD (C-2), Commercial-2 |
| ● West | SF-4, Single Family/C-2, Commercial |

SURROUNDING PROPERTIES EXISTING LAND USE

- | | |
|--------------------|--|
| ● Subject Property | Vacant Commercial (Demolition in Progress) |
| ● North | N/A (I-35E) |
| ● South | Single Family, Residential |
| ● East | Undeveloped/Motor Vehicle Sales |
| ● West | Single Family, Residential/Motor Vehicle Sales |

SURROUNDING PROPERTIES FUTURE LAND USE

- | | |
|--------------------|------------|
| ● Subject Property | Commercial |
|--------------------|------------|

- North Commercial
- South Low Density Residential
- East Commercial
- West Low Density Residential/Commercial

PROPOSED LAND USE

The applicant is proposing auto sales and service with accessory uses in order to develop a Carmax facility.

CONFORMANCE TO THE COMPREHENSIVE PLAN

The Unified Development Code requires consistency between a Zoning Map Amendment (Rezoning) and the Comprehensive Plan. The proposed zoning is in conformance with the Comprehensive Plan. Therefore, a Comprehensive Plan Amendment is not necessary.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

Staff does **Not** recommend Approval of this request for the following reasons:

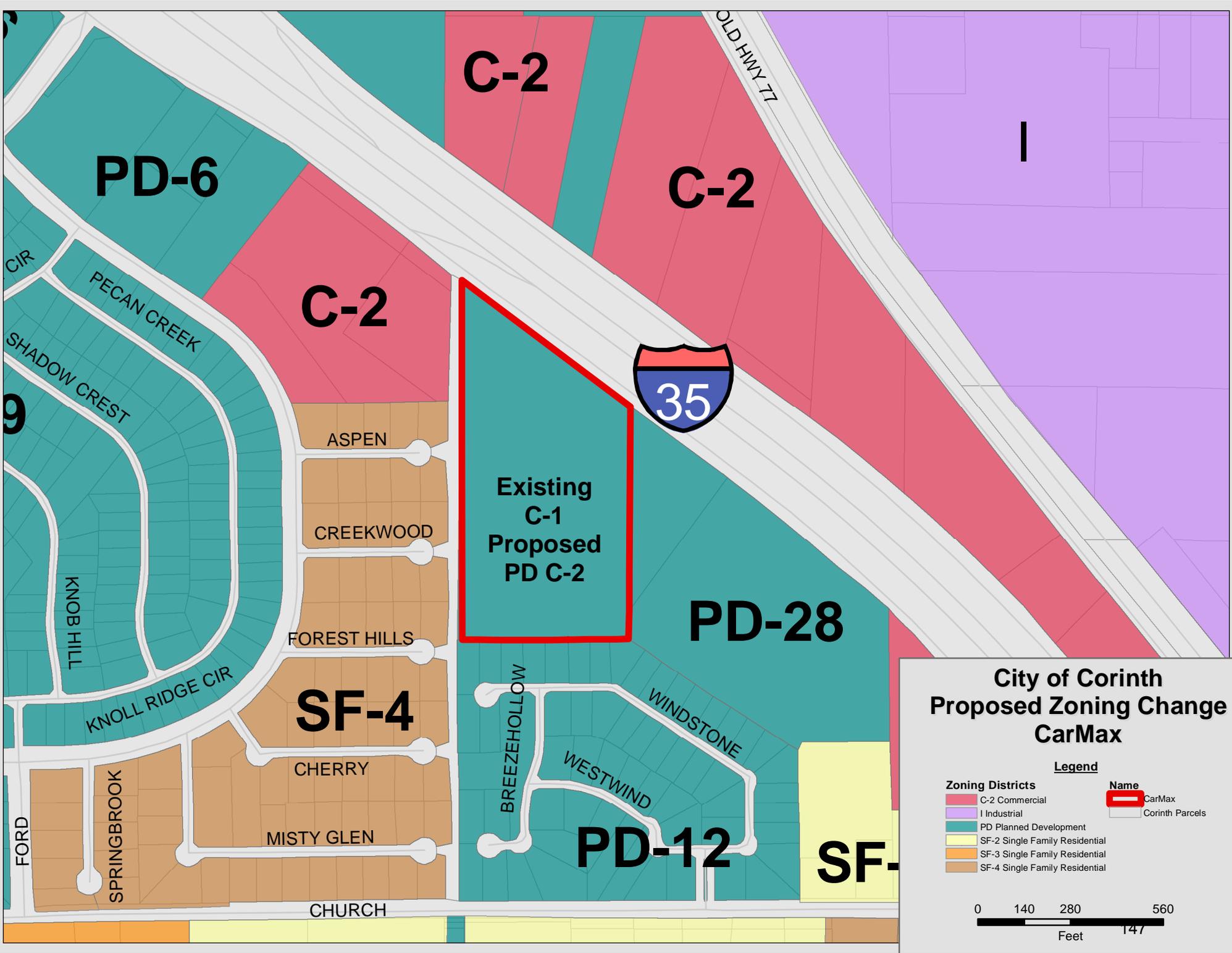
- 1). The proposed use is too intensive for this location, as it is surrounded on the south and west by single family residentially zoned and developed properties.
- 2). There are already a large number of motor vehicle sales along this major I-35E corridor within the City of Corinth.
- 3). There are limited available parcels remaining along this major I-35E corridor within the City of Corinth for retail, restaurant, corporate campus office, hospitality, medical and entertainment opportunities which market studies show this area can support.
- 4). I-35E is a major corridor within the City of Corinth that provides excellent visibility and access making it attractive for future retail, restaurant, office, medical and entertainment development.
- 5). Retail development is crucial to a healthy tax base.
- 6). Neighborhood and/or regional services, such as retail, restaurant, employment and recreational/entertainment opportunities are appropriate in this location and are vital in providing for the health, and welfare of our current and future residents and families within the City of Corinth.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On April 18, 2016, the Planning and Zoning Commission recommended **Approval** of the request as presented by a vote of 4-1.

Attachments

- Location Map
 - Ordinance
 - CarMax Aerial
-



C-2

PD-6

C-2

C-2

I



**Existing
C-1
Proposed
PD C-2**

PD-28

SF-4

PD-12

SF-

CIR
PECAN CREEK
SHADOW CREST
9
KNOB HILL
KNOLL RIDGE CIR
FORD
SPRINGBROOK

ASPEN
CREEKWOOD
FOREST HILLS
CHERRY
MISTY GLEN
CHURCH

BREEZEHOLLOW
WESTWIND
WINDSTONE

OLD HWY 77

ORDINANCE NO. 16-05-05-__

CARMAX PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, BY AMENDING THE ZONING CLASSIFICATION FROM C-1, COMMERCIAL 1 TO PLANNED DEVELOPMENT (PD C-2) ON 10.603 ACRES OF LAND LEGALLY DESCRIBED AS LOT 1, BLOCK A, TRI-STEEL ADDITION, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS, PROVIDING FOR A DESIGN STATEMENT; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR PUBLICATION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the hereinafter described property is zoned as C-1 Commercial 1 Classification under the City's Unified Development Code and an authorized person having a proprietary interest in the property has requested a change in the zoning classification of said property; and

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

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

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

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

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

SECTION I - LEGAL PROPERTY DESCRIPTION; AMENDMENT

That in accordance with the Unified Development Code, the Zoning Map of the City of Corinth is hereby amended by amending the zoning map of the City of Corinth, Texas on 10.603 acres of land described in "Exhibit A" attached, from C-1 Commercial 1 District to Planned Development C-2 (PD C-2) District.

SECTION II – PLANNED DEVELOPMENT MASTER PLAN

The Concept Plan Exhibit and Concept Design Map Statement documents approved and described as “Exhibit B” attached hereto and made a part hereof are approved.

SECTION III – LAND USE REGULATIONS

- A. The Zoning and Land Use Regulations set forth in “Exhibit C” attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development Commercial 2 District. In the event of conflict between the provisions of “Exhibit C” and provisions of any other exhibit, the provisions of “Exhibit C” control.
- B. That the zoning regulations and districts as herein established have been made in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community

- C. If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Unified Development Code, Planned Development Application and Review. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Planning determines development progress is occurring.
- D. The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council. The property owner shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the mayor and acknowledgement by the City Secretary. The Planned Development Master Plan, including the signed map shall be made a part of the permanent file and maintained by the City Secretary.
- E. If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION IV – PENALTY FOR VIOLATIONS

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

SECTION V – SEVERABILITY CLAUSE

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

SECTION VI – EFFECTIVE DATE

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

PASSED AND APPROVED THIS 5th DAY OF MAY, 2016.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Mack Reinwand, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
10.603 ACRE TRACT

Lot 1, Block A, Tri-Steel Addition, City of Corinth, Denton County, Texas.

EXHIBIT "B"
CARMAX PD CONCEPT PLAN
PD DESIGN STATEMENT

The CarMax Planned Development is intended to provide for the development of an automobile and truck sales facility, both new and/or pre-owned (used) and the following associated ancillary uses: car wash, vehicle preparation/minor repair and fuel storage. The site development for this use is designed to preserve the existing trees and open space along the south and west property lines to provide buffers to the adjacent single family residential development.

PD DESIGN MAP
PD CONCEPT PLAN



Illustrative Depiction Subject to Change



CORINTH, TX
April 2016



0' 20' 40' 80'

Prepared by:
CARmax, Inc. www.carmax.com
1300 Berges Parkway, Suite A-200
Corinth, TX 76022
352.551.4924

Prepared for:
CarMax Retail Services, Inc.
1300 Berges Parkway, Suite A-200
Corinth, TX 76022

PD Concept Design Map

LAND USE REGULATIONS

SECTION 1: PLANNED DEVELOPMENT DISTRICT REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for Commercial designations within this Planned Development (PD) District identified by metes and bounds on Exhibit A and is depicted on Exhibit B. Every use not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base District

If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

The CarMax Planned Development is intended to provide for the development of an automobile and truck sales facility, both new and/or pre-owned (used) and associated ancillary uses to include private car wash, vehicle preparation/minor repair and private fuel storage. The site development for this use will strive to preserve the existing trees and open space along the south and west property lines to provide buffers to the adjacent single family residential development.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District for C-2, Commercial 2 District, no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless permitted by the C-2, Commercial 2 District regulations of the Unified Development Code except as otherwise included in this PD ordinance.

The Permitted Uses in the C-2, Commercial 2 District as listed in Subsection 2.05 of the Unified Development Code, shall be permitted uses and shall also include the following uses:

1. Automobile Sales, Automobile Parts Store, and Automobile Service Garage (Minor), being defined as selling new automobile parts, tires and accessories; and being a facility for routine automobile services or minor repairs, with all work being conducted inside the building.

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.01 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial -2 (C-2) District shall apply to this district.

D. Development Standards

The Development Standards for this PD are the development standards for C-2 Commercial 2 District, Section 2.05.02 of the City's Unified Development Code except as otherwise stated herein.

(1) UDC Section 2.07.07 **Accessory Buildings** and Uses shall apply except:

- (a) One (1) stand-alone non-public car wash building is allowed.
- (b) Underground Fuel Storage with one fuel pump.

(2) UDC Section 2.08.05 **Nonresidential Dimensional Regulations Chart** for C-2 shall apply except:

- (a) The rear yard setback along the south property boundary shall be increased from 20' to 50'.
- (b) The side yard setback along the west property boundary shall be increased from 15' to 25'.
- (c) The side yard setback along the east property boundary shall be increased from 0' to 15'.

(3) UDC Section 2.09.01 **Landscape Regulations** shall apply except, as follows:

- (a) Interior parking lot landscaping in the outdoor automobile sales display area or the automobile sales staging area shall not be required. The interior parking lot trees that would be required in the sales display/staging area shall be planed and maintained in the residential adjacency area landscape edge buffer yards along the west and south property lines, and along I-35E as shown on the Design Map/Concept Plan, as shade trees with a minimum 3" caliper size (per Table 15: Approved Plant Material List). Additionally, parking lot trees per 3" caliper minimum (per Table 15: Approved Plant Material List) shall be planted per the Interior Parking Lot Landscaping requirements.
- (b) A 50' wide tree preservation area shall be established along the south property line to provide an increased landscape buffer to the adjacent single

family residential property, with the provision that limited drainage improvements shall be provided within this area as needed.

- (c) In addition to the required landscaping/screening for parking lots adjacent to Residential areas, a 15' wide tree preservation area shall be established and maintained along the west property line.
- (4) UDC Section 2.09.002 **Tree Preservation** shall apply except:
 - (a) A 50' wide tree preservation area shall be established along the south property line to provide an increased landscape buffer to the adjacent single family residential, with the provision that drainage requirements are met.
 - (b) A 15' wide tree preservation area shall be established along the west property line.
- (5) UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply except:
 - (a) Parking space dimensions for sales display may be 9' x 17' with 20' wide maneuvering/drive aisle lanes only.
- (6) UDC Section 2.09.04 **Building Façade Material Standards** shall apply.
- (7) UDC Section 2.09.05 **Residential Adjacency Standards** shall apply.
- (8) UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply.
- (9) UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply except: (a)
Required Turning Off of Property Luminaires
 - (i) All luminaires within the Property, except those required for security, shall be extinguished within one hour after the end of business hours and remain extinguished until one hour prior to the commencement of business hours. Normal business hours shall be similar to other Texas CarMax locations which are 9:00 AM to 9:00 PM.
 - (ii) A maximum average level of five foot-candles at building and gated parking lot entrances is permitted and a maximum level of one foot-candle on the rest of the structure. For reasons of security, a maximum level of two foot-candles is permitted along the staging and preparation area security wall in the southwest portion of the site. The site shall comply with the shielding requirements of Section 2.09.07.C.1. so that substantially all the directly emitted luminous flux falls within the property line.
- (10)UDC Section 4.01 **Sign Regulations** shall apply.

(11)UDC Section 4.02 **Fence and Screening Regulations** shall apply except:

- (a) The masonry screening wall separating nonresidential used and/or zoned areas from residential uses as required under Section 4.02.11 shall be eight (8') feet in height and shall be placed at the edge of the parking areas on the south and west sides in the general locations shown on the PD Concept Design Map, instead of at the property line, to provide for the above described Tree Preservation Areas.



CARMAX

Aerial and Site Location



City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: Bill Utter Ford Site Plan

Submitted For: Fred Gibbs, Director

Submitted By: Barbara Cabbage, Planning & Development Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the Site Plan for the Bill Utter Ford Dealership zoned Planned Development C-3 and Planned Development C-2 on 16.652 acres legally described as Bill Utter Ford Addition Block A, Lot 1, Bill Utter Ford Addition Block A, Lot 2 and Tract 26 out of the L. Bates Survey, County Abstract 204 in the City of Corinth, Denton County, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

Approval Process

The Planning and Zoning Commission will provide a recommendation and City Council will consider and act on a site plan for construction.

Agenda Item Description

Approval of a Specific Use Permit (SUP) was issued by City Council in 1995 to operate an automobile sales and service center. The Final Plat was approved by City Council in May 1997 on 12.283 acres. At that time site plans for construction were provided to the building department for compliance of the development standards, zoning requirements and building specifications and approved by the Building Official.

The Planning and Zoning Commission recommended approval of the zoning change for the Bill Utter Ford Dealership at the April Planning and Zoning Commission meeting. City Council approved the ordinance associated with the rezoning on May 5, 2016 approving a Planned Development C-3/C-2 zoning district that will allow renovations to the existing development and expansion for inventory, a car wash and future body shop on the Bill Utter Ford campus.

The recently approved planned development zoning ordinance provides for land use regulations, uses, area regulations, dimensional regulations and development standards. The site plan process and associated documents provides the physical plans to show that these standards are being adhered to as approved by ordinance. The documents attached have met those requirements and will be used in the infrastructure development as well as construction of the proposed buildings, expansions and renovations.

Current Zoning

The property was recently zoned Planned Development C-3/C-2. The zoning allows for the automobile sales, service and outside display of inventory as established in the Planned Development Regulations of Ordinance No. 16-05-05-13.

Conformance to the Comprehensive Plan

The zoning of the existing and proposed development conforms to the current Future Land Use designation of Commercial.

Notification to the Public

No official notification for site plan approval to the public is required.

Financial Summary

Source of Funding: No funding is required.

RECOMMENDATION

Staff Recommendation

City Staff recommends approval of the site plan based on the approved zoning and approved plat and engineering plans.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommended unanimously (5-0) to approve the zoning Bill Utter Ford site plan. (Commissioners present Brian Rush, (Chairman), Bruce Hanson (Vice Chair), Dwayne Zinn, Marc Powell, Bill Morgan (Alternate). Present but not voting Breien Velde, (Alternate). Absent: Haven Hendrik.

Attachments

Location Map

Zoning Map

Color Elevations BUF

Bill Utter Ford Site Plan

Landscape and Tree Survey

Elevations1

Elevations2

Elevations Carwash

Lighting_Photometrics Plan

Denton

Shady Shores

SHADY SHORES RD

POST OAK DR

BILL UTTER FORD SITE

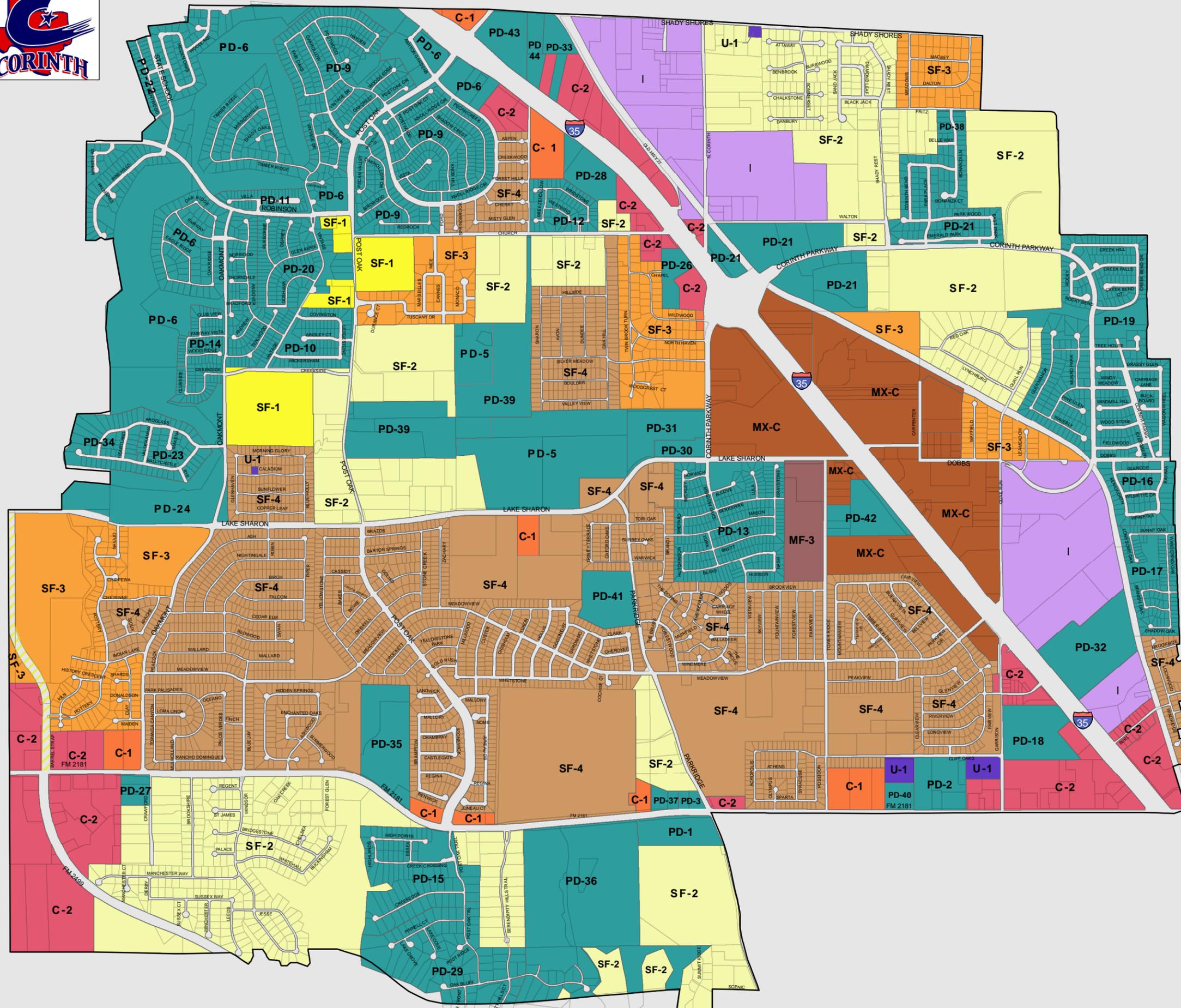
RAILS AND TRAILS
OLD HWY 77

PECAN CREEK CIR

KNOLL RIDGE DR

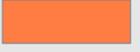
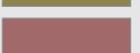
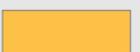
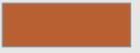
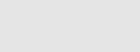


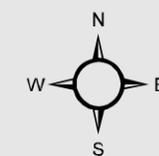
City of Corinth Zoning Map

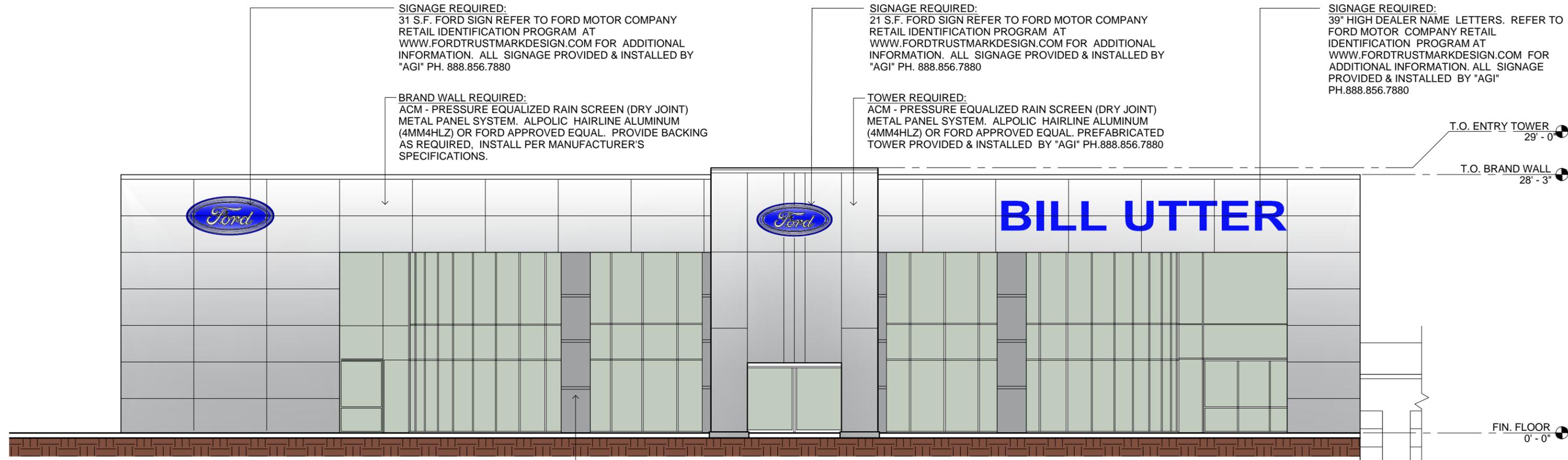


Legend

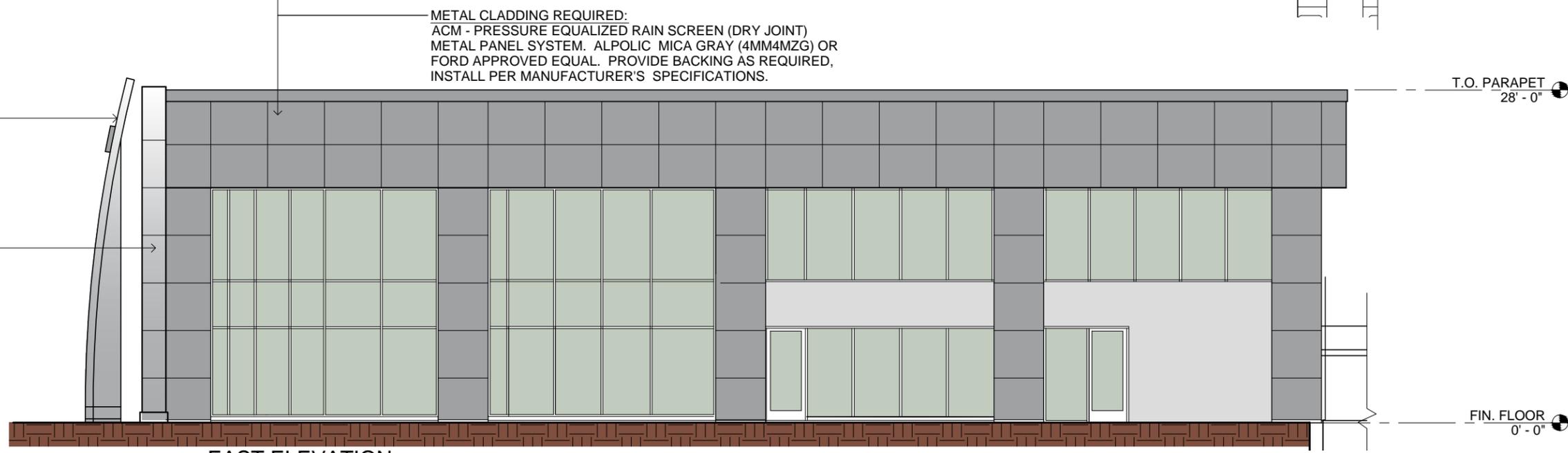
Zoning Districts

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





① SOUTH ELEVATION



② EAST ELEVATION

Dealer Submitted Design

Bill Utter Ford

Proposed Exterior Elevations

LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.



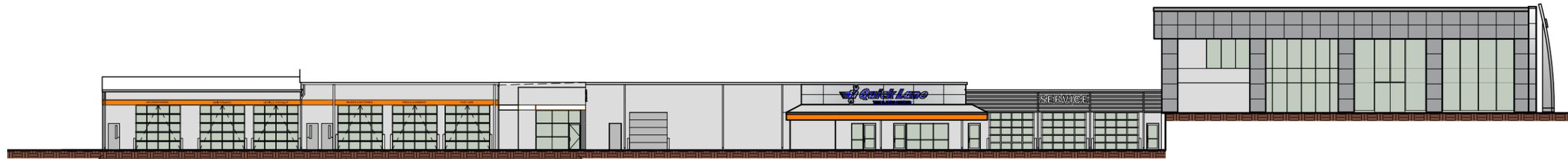
A 601 Date: 12.08.2015 City / State: Denton, TX

ADDITIONAL PROTOTYPICAL DRAWINGS AND DETAILS FOR THE FORD TRUSTMARK FACILITY DESIGN CAN BE FOUND AT WWW.FORDTRUSTMARKDESIGN.COM



For communication of design intent only. Local architect must review for code compliance. These drawings are not suited or intended for construction or fabrication. All contents on this sheet are confidential. Information and all rights therein are and will remain the property of Ford Motor Company.

Scale: 3/32" = 1'-0"
0 4 8 20
164



① OVERALL WEST ELEVATION
1/32" = 1'-0"

QUICK LANE BRANDING ELEMENTS REQUIRED:
REFER TO QUICK LANE PRE-PLAN DATED 10/18/12

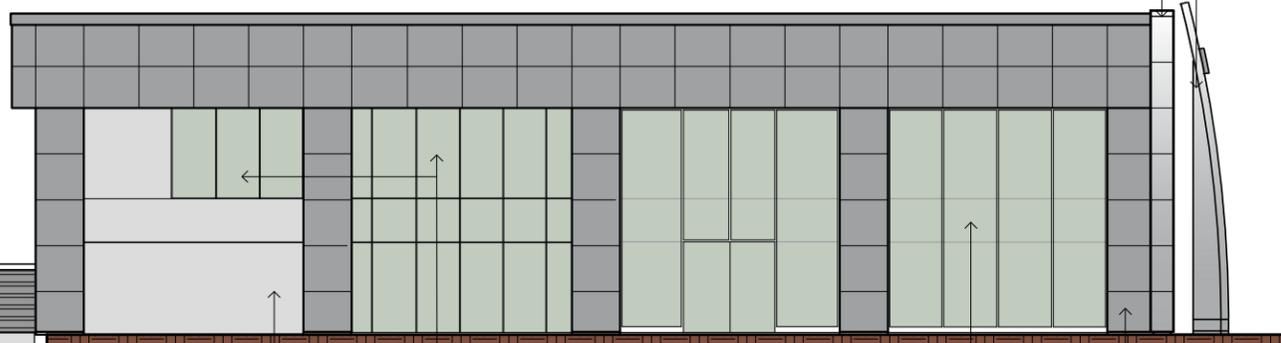
TOWER REQUIRED:
ACM - PRESSURE EQUALIZED RAIN SCREEN (DRY JOINT)
METAL PANEL SYSTEM. ALPOLIC HAIRLINE ALUMINUM
(4MM4HLZ) OR FORD APPROVED EQUAL. PREFABRICATED
TOWER PROVIDED & INSTALLED BY "AGI" PH.888.856.7880

METAL CLADDING REQUIRED:
RIBBED METAL PANELS (EXPOSED, PAINTED FASTENER):
ALCOA SLATE GREY OR FORD APPROVED EQUAL. REFER TO
WWW.FORDTRUSTMARKDESIGN.COM FOR SPECIFICATIONS

BRAND WALL REQUIRED:
ACM - PRESSURE EQUALIZED RAIN SCREEN (DRY JOINT)
METAL PANEL SYSTEM. ALPOLIC HAIRLINE ALUMINUM
(4MM4HLZ) OR FORD APPROVED EQUAL. PROVIDE BACKING
AS REQUIRED, INSTALL PER MANUFACTURER'S
SPECIFICATIONS.

SIGNAGE REQUIRED:
QUICK LANE SIGNAGE. REFER TO FORD MOTOR
COMPANY RETAIL IDENTIFICATION PROGRAM AT
WWW.FORDTRUSTMARKDESIGN.COM FOR
ADDITIONAL INFORMATION. ALL SIGNAGE PROVIDED
& INSTALLED BY "AGI" PH.888.856.7880

SIGNAGE REQUIRED:
26" HIGH SERVICE & PARTS LETTERS. REFER TO
FORD MOTOR COMPANY RETAIL IDENTIFICATION
PROGRAM AT WWW.FORDTRUSTMARKDESIGN.COM
FOR ADDITIONAL INFORMATION. ALL SIGNAGE
PROVIDED & INSTALLED BY "AGI" PH.888.856.7880



BRAND WALL REQUIRED:
ACM - PRESSURE EQUALIZED RAIN SCREEN (DRY JOINT)
METAL PANEL SYSTEM. ALPOLIC HAIRLINE ALUMINUM
(4MM4HLZ) OR FORD APPROVED EQUAL. PROVIDE BACKING
AS REQUIRED, INSTALL PER MANUFACTURER'S
SPECIFICATIONS.

EXTERIOR PAINT REQUIRED:
COLOR: UNIVERSAL GREY, OONN 62/ 000 ORDER# A2004
MANUFACTURER: GLIDDEN PROFESSIONAL

GLAZING SYSTEM REQUIRED:
CLEAR ANODIZED ALUMINUM CURTAINWALL -OR-
STOREFRONT SYSTEM

METAL CLADDING REQUIRED:
ACM - PRESSURE EQUALIZED RAIN
SCREEN (DRY JOINT) METAL PANEL
SYSTEM. ALPOLIC MICA GRAY
(4MM4MZG) OR FORD APPROVED
EQUAL. PROVIDE BACKING AS
REQUIRED, INSTALL PER
MANUFACTURER'S SPECIFICATIONS.

② ENLARGED WEST ELEVATION - SERVICE / PARTS & SHOWROOM
1/16" = 1'-0"

Bill Utter Ford

Proposed Exterior Elevations - Service

Dealer Submitted Design



LOCAL ARCHITECT TO V.I.F. ALL EXISTING BUILDING CONDITIONS.

A 602

Date:
12.08.2015

City / State:
Denton, TX

ADDITIONAL PROTOTYPICAL DRAWINGS AND
DETAILS FOR THE FORD TRUSTMARK FACILITY
DESIGN CAN BE FOUND AT
WWW.FORDTRUSTMARKDESIGN.COM



For communication of design intent only. Local architect must review for code compliance.
These drawings are not suited or intended for construction or fabrication.
All contents on this sheet are confidential.
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Scale:
AS NOTED

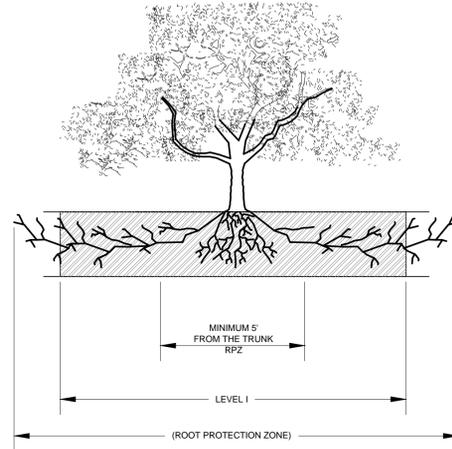


TREE PROTECTION SPECIFICATIONS

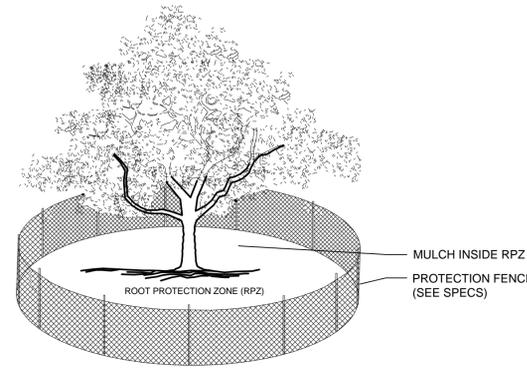
- MATERIALS**
- FABRIC: 4 FOOT HIGH ORANGE PLASTIC FENCING AS SHOWN ON THE PLANS AND SHALL BE WOVEN WITH 2 INCH MESH OPENINGS SUCH THAT IN A VERTICAL DIMENSION OF 23 INCHES ALONG THE DIAGONALS OF THE OPENINGS THERE SHALL BE AT LEAST 7 MESHES.
 - POSTS: POSTS SHALL BE A MINIMUM OF 72 INCHES LONG AND STEEL T SHAPED WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAR FOOT.
 - TIE WIRE: WIRE FOR ATTACHING THE FABRIC TO THE T-POSTS SHALL BE NOT LESS THAN NO. 12 GAUGE GALVANIZED WIRE.
 - USED MATERIALS: PREVIOUSLY-USED MATERIALS, MEETING THE ABOVE REQUIREMENTS AND WHEN APPROVED BY THE OWNER, MAY BE USED.

CONSTRUCTION METHODS

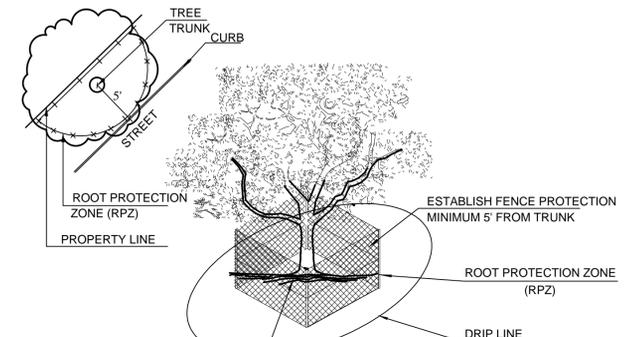
- ALL TREES AND SHRUBS SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY DEVELOPMENT ACTIVITY.
- EMPLOY THE SERVICES OF AN ISA (INTERNATIONAL SOCIETY OF ARBORICULTURE) CERTIFIED ARBORIST AND OBTAIN ALL REQUIRED PERMITS TO PRUNE THE EXISTING TREES FOR CLEANING, RAISING AND THINNING, AS MAY BE REQUIRED.
- PROTECTIVE FENCING SHALL BE ERECTED OUTSIDE THE CRITICAL ROOT ZONE (CRZ, EQUAL TO 1' FROM THE TRUNK FOR EVERY 1" OF DBH) AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE LANDSCAPE CONSULTANT AND/OR CITY ARBORIST, AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS. FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING SITE CONSTRUCTION. TREES IN CLOSE PROXIMITY SHALL BE FENCED TOGETHER, RATHER THAN INDIVIDUALLY.
- PROTECTIVE FENCE LOCATIONS IN CLOSE PROXIMITY TO STREET INTERSECTIONS OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DISTANCE CRITERIA.
- THE PROTECTIVE FENCING SHALL BE ERECTED BEFORE SITE WORK COMMENCES AND SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PHASE.
- THE INSTALLATION POSTS SHALL BE PLACED EVERY 6 FEET ON CENTER AND EMBEDDED TO 18 INCHES DEEP. MESH FABRIC SHALL BE ATTACHED TO THE INSTALLATION POSTS BY THE USE OF SUFFICIENT WIRE TIES TO SECURELY FASTEN THE FABRIC TO THE T-POSTS TO HOLD THE FABRIC IN A STABLE AND UPRIGHT POSITION.
- WITHIN THE CRZ:
 - DO NOT CLEAR, FILL OR GRADE IN THE CRZ OF ANY TREE.
 - DO NOT STORE, STOCKPILE OR DUMP ANY JOB MATERIAL, SOIL OR RUBBISH UNDER THE SPREAD OF THE TREE BRANCHES.
 - DO NOT PARK OR STORE ANY EQUIPMENT OR SUPPLIES UNDER THE TREE CANOPY.
 - DO NOT SET UP ANY CONSTRUCTION OPERATIONS UNDER THE TREE CANOPY (SUCH AS PIPE CUTTING AND TREADING, MORTAR MIXING, PAINTING OR LUMBER CUTTING).
 - DO NOT NAIL OR ATTACH TEMPORARY SIGNS, METERS, SWITCHES, WIRES, BRACING OR ANY OTHER ITEM TO THE TREES.
 - DO NOT PERMIT RUNOFF FROM WASTE MATERIALS INCLUDING SOLVENTS, CONCRETE WASHOUTS, ASPHALT TACK COATS (MC-30 OIL), ETC. TO ENTER THE CRZ. BARRIERS ARE TO BE PROVIDED TO PREVENT SUCH RUNOFF SUBSTANCES FROM ENTERING THE CRZ WHENEVER POSSIBLE, INCLUDING IN AN AREA WHERE RAIN OR SURFACE WATER COULD CARRY SUCH MATERIALS TO THE ROOT SYSTEM OF THE TREE.
- ROUTE UNDERGROUND UTILITIES TO AVOID THE CRZ. IF DIGGING IS UNAVOIDABLE, BORE UNDER THE ROOTS, OR HAND DIG TO AVOID SEVERING THEM.
- WHERE EXCAVATION IN THE VICINITY OF TREES MUST OCCUR, SUCH AS FOR IRRIGATION INSTALLATION, PROCEED WITH CAUTION, AND USING HAND TOOLS ONLY.
- THE CONTRACTOR SHALL NOT CUT ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATION OCCURS NEAR EXISTING TREES. ALL ROOTS LARGER THAN ONE INCH IN DIAMETER ARE TO BE CUT CLEANLY. FOR OAKS ONLY, ALL WOUNDS SHALL BE PAINTED WITH WOUND SEALER WITHIN 30 MINUTES.
- REMOVE ALL TREES, SHRUBS OR BUSHES TO BE CLEARED FROM PROTECTED ROOT ZONE AREAS BY HAND.
- TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO THE PROJECT OWNER'S AND LOCAL JURISDICTION'S SATISFACTION.
- ANY TREE REMOVAL SHALL BE APPROVED BY THE OWNER AND LOCAL JURISDICTION PRIOR TO ITS REMOVAL, AND THE CONTRACTOR SHALL HAVE ALL REQUIRED PERMITS FOR SUCH ACTIVITIES.
- COVER EXPOSED ROOTS AT THE END OF EACH DAY WITH SOIL, MULCH OR WET BURLAP.
- IN CRITICAL ROOT ZONE AREAS THAT CANNOT BE PROTECTED DURING CONSTRUCTION AND WHERE HEAVY TRAFFIC IS ANTICIPATED, COVER THE SOIL WITH EIGHT INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION. THIS EIGHT INCH DEPTH OF MULCH SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES, DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. SPRAY TREE CROWNS WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- WHEN INSTALLING CONCRETE ADJACENT TO THE ROOT ZONE OF A TREE, USE A PLASTIC VAPOR BARRIER BEHIND THE CONCRETE TO PROHIBIT LEACHING OF LIME INTO THE SOIL.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED.



A TREE PROTECTION FENCE - ELEVATION
SCALE: NOT TO SCALE



B TREE PROTECTION FENCE
SCALE: NOT TO SCALE



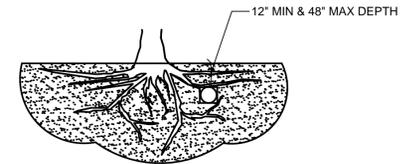
C TREE PROTECTION FENCE - LEVEL 2
SCALE: NOT TO SCALE

- NOTES:**
- THE FENCING LOCATION SHOWN ABOVE IS DIAGRAMATIC ONLY AND WILL CONFORM TO THE DRIPLINE AND BE LIMITED TO PROJECT BOUNDARY. WHERE MULTIPLE ADJACENT TREES WILL BE ENCLOSED BY FENCING, THE FENCING SHALL BE CONTINUOUS AROUND ALL TREES.
 - FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

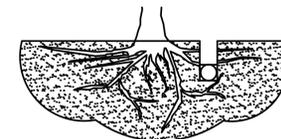
- NOTES:**
- OPTION USED FOR TIGHT CONSTRUCTION AREAS OR WHEN CONSTRUCTION OCCURS IN ROOT PROTECTION ZONE.
 - FOR ACCEPTABLE FENCING MATERIALS SEE SPECIFICATIONS.

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

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



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



OPEN TRENCHING MAY BE USED IF EXPOSED TREE ROOTS DO NOT EXCEED 3' OR ROOTS CAN BE BENT BACK.

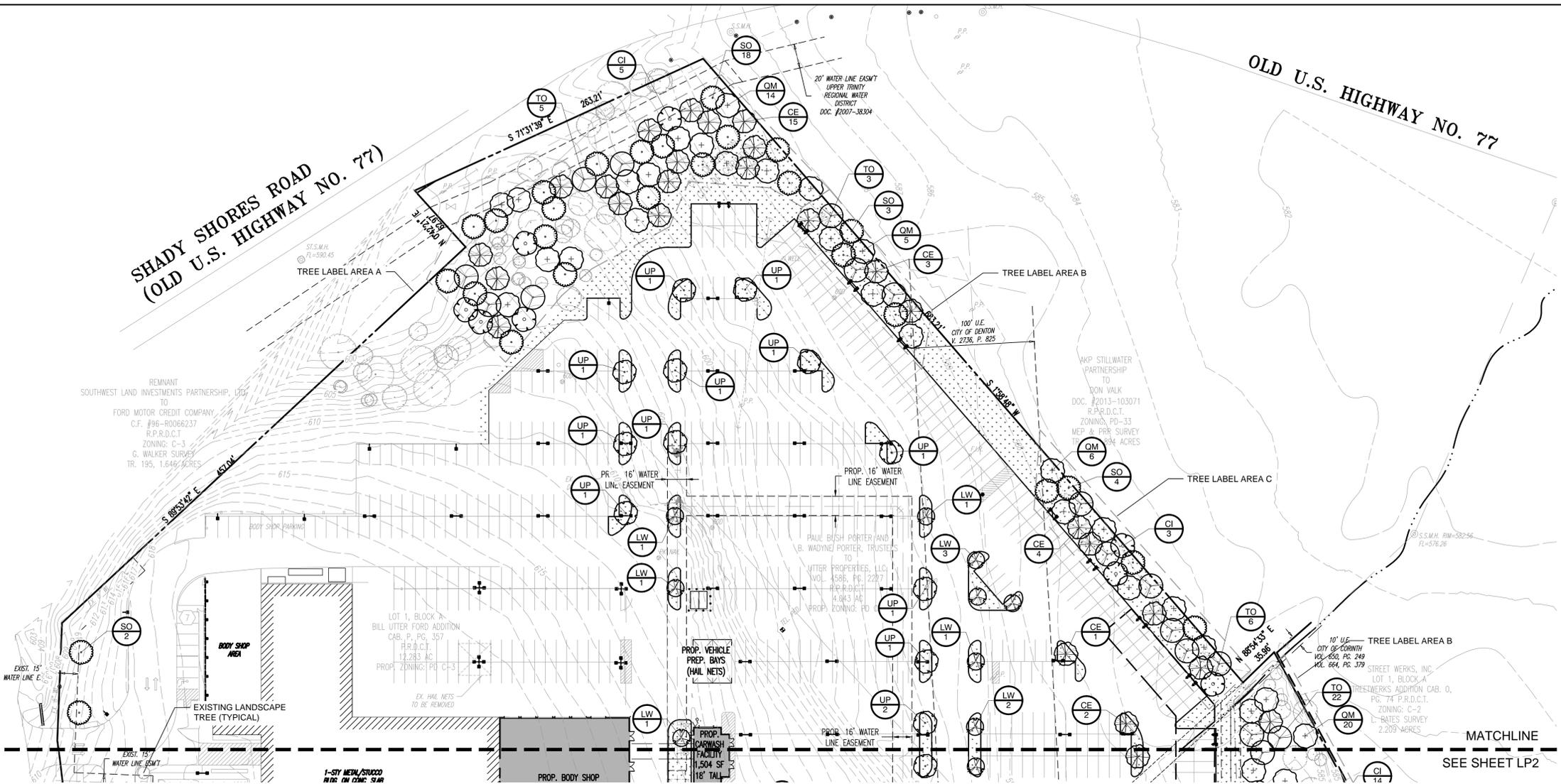
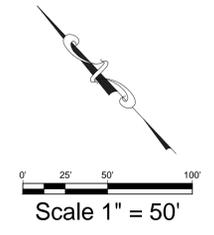
D BORING THROUGH ROOT PROTECTION ZONE
SCALE: NOT TO SCALE



| | | | |
|--|--|--|--|
| <p>DYNAMIC ENGINEERING (dba) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, PC LAND DEVELOPMENT CONSULTING • PERMITTING • GEOTECHNICAL • ENVIRONMENTAL • SURVEY • PLANNING & ZONING</p> <p>1904 Main Street, Lake Como, NJ 07719 T: 732.974.0198 F: 732.974.3521 245 Main Street, Suite 110, Chester, NJ 07920 T: 908.879.9229 F: 908.879.0222 790 Newtown Turnpike, Suite 425, PA 18840 T: 202.465.0276 F: 202.465.0261 8 Ridgeway Street, Suite 102, Torrington, CT 06793 T: 732.974.0198 F: 732.974.3521</p> | | <p>Texas Registered Engineering Firm No. F-13900 1301 Central Expressway South - Suite 210 Allen, TX 75013 T: 972.534.2100 www.dynanmic.com</p> | |
| <p>TITLE: TREE SURVEY/TREE PROTECTION PLAN</p> | | | |
| <p>PROJECT: BILL UTTER FORD EXPANSION LOT 1, BLOCK A, BILL UTTER FORD ADDITION CITY OF CORINTH, DENTON COUNTY, TEXAS</p> | | <p>JOB No: 1741-15-001 DATE: 05/23/2016</p> <p>DRAWN BY: JWG SCALE: (H) N/A (V) -</p> <p>DESIGNED BY: JWG SHEET No:</p> <p>CHECKED BY: RM</p> <p>CONSTRUCTION CHECK: DATE</p> <p>CONSTRUCTION CHECK: DATE</p> <p>DEC Client Code: 1741</p> | |
| <p>Rev. # 0</p> | | <p>TP3 OF 0</p> | |

SHADY SHORES ROAD
(OLD U.S. HIGHWAY NO. 77)

OLD U.S. HIGHWAY NO. 77



PLANT SCHEDULE

| TREES | CODE | BOTANICAL NAME / COMMON NAME | CONT | CAL | SPACING | QTY |
|------------------|------|--|------------|----------|------------------|-----|
| | CI | Carya illinoensis / Pecan | B & B | 4" Cal | 20' o.c. minimum | 22 |
| | QM | Quercus macrocarpa / Burr Oak | B & B | 4" Cal | 25' o.c. minimum | 44 |
| | SO | Quercus shumardii / Shumard Red Oak Space 30 o.c. along Right of Way | B & B | 4" Cal | 20' o.c. minimum | 47 |
| | TO | Quercus texana / Texas Red Oak | B & B | 4" Cal | 20' o.c. minimum | 36 |
| | CE | Ulmus crassifolia / Cedar Elm | B & B | 4" Cal | 20' o.c. minimum | 46 |
| | UP | Ulmus parvifolia / Chinese Elm | B & B | 3" Cal | 20' o.c. minimum | 17 |
| ORNAMENTAL TRESS | CODE | BOTANICAL NAME / COMMON NAME | CONT | CAL | SPACING | QTY |
| | LW | Lagerstroemia indica 'Watermelon Red' / Watermelon Red Crape Myrtle Multi trunk - 3 canes minimum | B & B | 2" Cal | 20' o.c. minimum | 21 |
| SHRUBS | CODE | BOTANICAL NAME / COMMON NAME | SIZE | SPACING | QTY | |
| | AN | Berberis thunbergii 'Atropurpurea Nana' / Dwarf Redleaf Japanese Barberry | 3 gal | 24" o.c. | 56 | |
| | BA | Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry | 5 gal | 48" o.c. | 21 | |
| | BA3 | Berberis thunbergii 'Aurea Nana' / Japanese Barberry | 3 gal | 24" o.c. | 58 | |
| | IN | Ilex vomitoria 'Nana' / Dwarf Yaupon | 5 gal | 36" o.c. | 30 | |
| | RS | Raphiolepis indica 'Snow White' / Snow White Indian Hawthorn | 5 gal | 36" o.c. | 71 | |
| GROUND COVERS | CODE | BOTANICAL NAME / COMMON NAME | CONT | SPACING | QTY | |
| | CD | Cynodon dactylon / Common Bermuda Grass | hydromulch | | 58,631 sf | |
| | TB | Trachelospermum asiaticum 'Bronze Beauty' / Bronze Beauty Asian Jasmine | 1 gal | | 637 sf | |
| | | EXISTING TREE | | | | |

LANDSCAPE CALCULATIONS

PARKING LANDSCAPE
 TOTAL PARKING SPACES: 821
 TOTAL LANDSCAPE AREA REQUIRED: 7,510 SF (10 SF PER PARKING SPACE)
 TOTAL LANDSCAPE AREA PROVIDED: 20,985 SF
 TREES REQUIRED: 41 TREES (ONE TREE/20 SPACES)
 TREES PROVIDED: 41 TREES*

TREE MITIGATION
 TOTAL OF TREE CALIPER INCHES = 3,365
 TOTAL OF TREE CALIPER REMOVED = 1,577
 TOTAL OF EXEMPT TREES SPECIES REMOVED = 172
 TOTAL OF APPROVED TREE REMOVAL = 627
 TOTAL OF APPROVED AND EXEMPT TREES REMOVED = 799
 TOTAL TREE MITIGATION REQUIRED = 778

TOTAL TREES MITIGATED ON SITE: 778 INCHES = 195 4" TREES

*ORNAMENTAL TREES USED IN UTILITY EASEMENTS

NOTE:
 1. AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY.
 2. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIALS.

NOTE:
 THE PROPERTY LINE OF THE PROPOSED DEVELOPMENT IS NOT WITH 400' OF A RESIDENTIAL PROPERTY.



NOTE: THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORE STATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. AS SUCH THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND UNCOVERING EXISTING UTILITIES IN THE VICINITY OF THE PROPOSED IMPROVEMENTS AND UTILITY CONNECTION POINTS PRIOR TO THE START OF CONSTRUCTION TO ASCERTAIN EXACT MATERIALS, LOCATIONS, ELEVATIONS, ETC. AND THEIR POTENTIAL CONFLICT WITH PROPOSED IMPROVEMENTS. GC SHALL CONSULT WITH CONSTRUCTION MANAGER AND ENGINEER AS APPROPRIATE BEFORE PROCEEDING WITH WORK.



DYNAMIC ENGINEERING
 (dba) MIDWEST DYNAMIC ENGINEERING CONSULTANTS, PC
 LAND DEVELOPMENT CONSULTING • PERMITTING • GEOTECHNICAL • ENVIRONMENTAL • SURVEY • PLANNING & ZONING

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 790 Newtown Turnpike, Suite 425, PA 18840 | T: 202.685.0276 | F: 202.685.0361 | 8 Ridgeway Street, Suite 102, Torrington, CT 06793 | T: 732.974.0198 | F: 732.974.3521

TITLE: **LANDSCAPE PLAN**

PROJECT: **BILL UTTER FORD EXPANSION**
 LOT 1, BLOCK A, BILL UTTER FORD ADDITION
 CITY OF CORINTH, DENTON COUNTY, TEXAS

JOB No: 1741-15-001 | DATE: 05/23/2016
 DRAWN BY: JWG | SCALE: (H) 1"=50' (V) -
 DESIGNED BY: JWG | SHEET No: LP1 OF 0
 CHECKED BY: RM
 CONSTRUCTION CHECK: DATE
 DEC Client Code: 1741 | Rev. # 0



PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR**
- ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 - A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 - THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
- B. SCOPE OF WORK**
- WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK SPECIFIED HEREIN AND /OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 - THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.**
- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:**
- FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2004. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 - ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-TOP-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 - ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 - MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.
 - ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- C. SOD:** PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- D. SEED:** PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF VEEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- E. TOPSOIL:** SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 3/4" INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- F. COMPOST:** WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 6.5. MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECIGRAMS; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS; NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- G. FERTILIZER:** GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
- H. MULCH:** SIZE AND TYPE AS INDICATED ON PLANS. FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- I. WEED FABRIC:** 5 OUNCE, WOVEN, NEEDLE-PUNCHED FABRIC, SUCH AS DEWITT PROS LANDSCAPE FABRIC (OR APPROVED EQUAL).
- J. TREE STAKING AND GUYING**
- STAKES: 6' LONG GREEN METAL T-POSTS
 - GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 - STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
- M. STEEL EDGING:** PROFESSIONAL STEEL EDGING, 1/4 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN.
- N. PRE-EMERGENT HERBICIDES:** ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

- A. SOIL PREPARATION**
- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1 OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 - SOIL TESTING:
 - AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL.
 - CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
 - FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - AMMONIUM PHOSPHATE 16-20-0 - 15 LBS PER 1,000 S.F.
 - AGRICULTURAL GYPSUM - 100 LBS PER 1,000 S.F.
 - TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - 12-12-12 FERTILIZER - 10 LBS. PER CU. YD.
 - AGRICULTURAL GYPSUM - 10 LBS. PER CU. YD.
 - IRON SULPHATE - 2 LBS. PER CU. YD.
 - CONTRACTOR SHALL ENSURE THAT THE GRADE IN SOD AREAS SHALL BE 1" BELOW FINISH GRADE BEFORE INSTALLING SOIL AMENDMENTS, AND 2" BELOW FINISH GRADE IN SHRUB AREAS BEFORE INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
 - ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWN ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

GENERAL PLANTING

- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
- EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S LABELED RATE.
- TRENCHING NEAR EXISTING TREES:
 - CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WHEN EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
- TREE PLANTING
 - TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
 - SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
 - FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
 - INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 - BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
 - THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - 1-2" TREES: TWO STAKES PER TREE
 - 2-1/2" - 4" TREES: THREE STAKES PER TREE
 - TREES OVER 4" CALIPER: GUY AS NEEDED
 - MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM. QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
 - #15 CONT. - 24" BOX TREES: TWO STAKES PER TREE
 - 36"-48" BOX TREES: THREE STAKES PER TREE
 - OVER 48" BOX TREES: GUY AS NEEDED
 - MULTI-TRUNK TREES: THREE STAKES PER TREE MINIMUM. QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
- UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS)

- D. SHRUB, PERENNIAL AND GROUNDCOVER PLANTING**
- DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE, BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
 - INSTALL ALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO SECURE THE WEED BARRIER CLOTH IN PLACE.
 - WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- F. SODDING**
- SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 - LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 - LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
 - ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SODS ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 - WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

- G. HYDROMULCHING**
- TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - WINTER MIX (OCTOBER - MARCH 31)
 - 50# CELLULOSE FIBER MULCH
 - 2# UNHULLED BERMUDA SEED
 - 2# ANNUAL RYE SEED
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - SUMMER MIX (APRIL 1 - SEPTEMBER 30)
 - 50# CELLULOSE FIBER MULCH
 - 2# HULLED BERMUDA SEED
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - GENERAL
 - 50# CELLULOSE FIBER MULCH
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - SEED RATE PER LEGEND

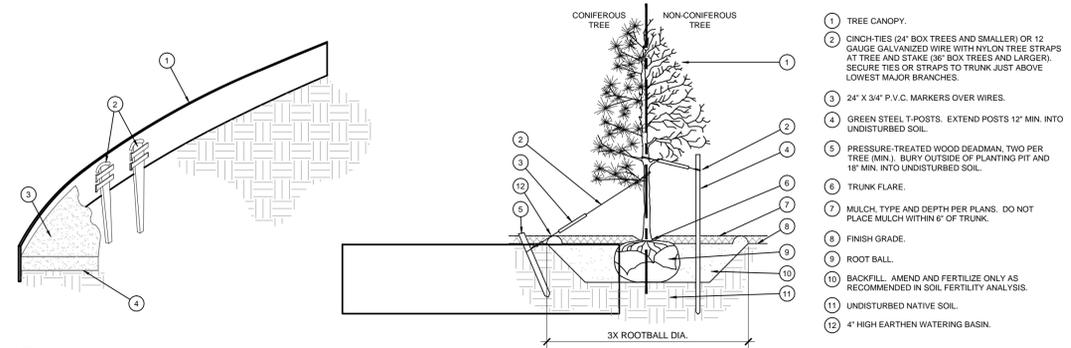
- H. DRILL SEEDING**
- ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING.
 - THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
 - 50# CELLULOSE FIBER MULCH
 - 15# 15-15-15 WATER SOLUBLE FERTILIZER
 - 4# ORGANIC BINDER

- I. CLEAN UP**
- DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 - DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- J. INSPECTION AND ACCEPTANCE**
- UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
 - WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
 - THE LANDSCAPE MAINTENANCE PERIOD WILL COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

- K. LANDSCAPE MAINTENANCE**
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOVING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
 - SHOULD SEEDS AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
 - TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REMOVED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

- L. WARRANTY PERIOD, PLANT GUARANTEES AND REPLACEMENTS**
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS, HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 - AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

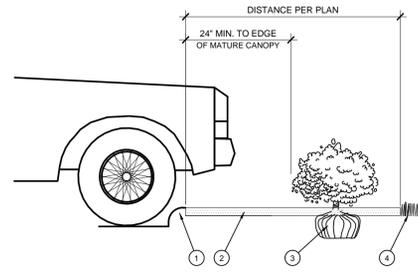
- M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.**



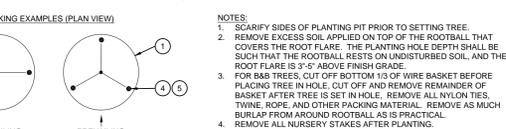
- 1** ROLLED-TOP STEEL EDGING PER PLANS.
2 TAPERED STEEL STAKES.
3 MULCH, TYPE AND DEPTH PER PLANS.
4 FINISH GRADE.

- NOTES:**
- INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
 - BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
 - TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

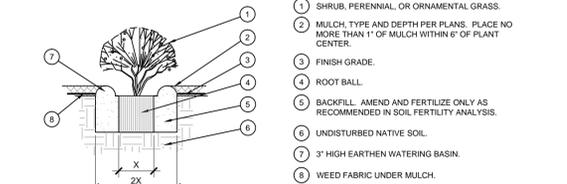
D STEEL EDGING
SCALE: NOT TO SCALE



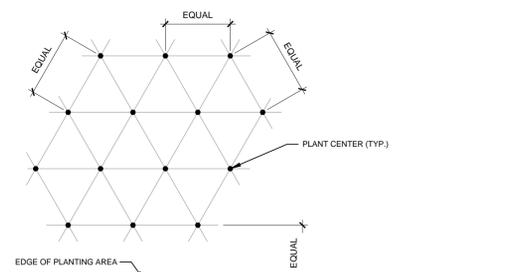
E HEDGE PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



A TREE PLANTING
SCALE: NOT TO SCALE



B SHRUB AND PERENNIAL PLANTING
SCALE: NTS



GENERAL PLANTING NOTES

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN), BEFORE STARTING WORK. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1 OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
- INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES, PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, WEEDING, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

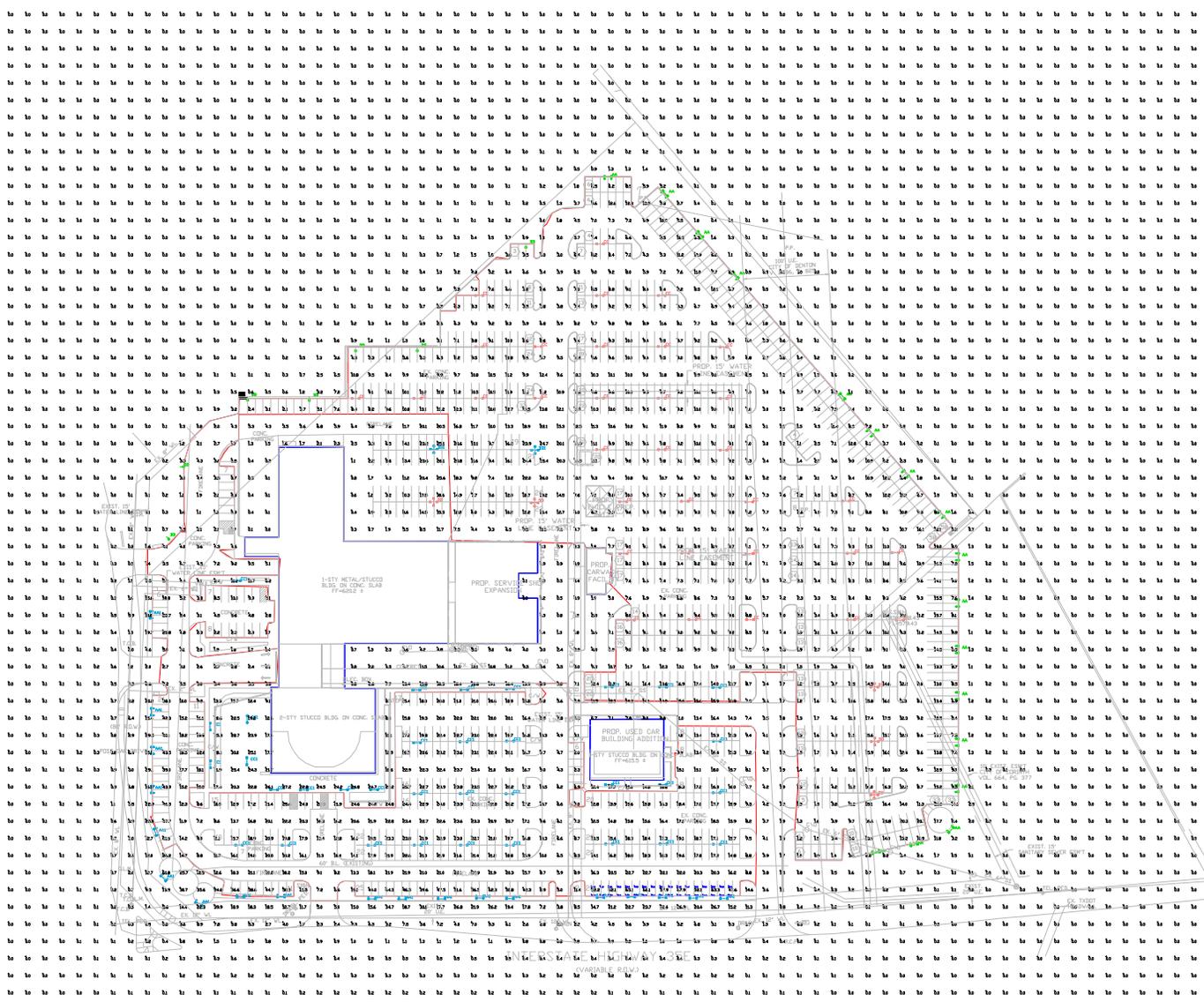
C PLANT SPACING
SCALE: NTS

NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS. REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

| PLANT SPACING | AREA DIVIDER TO DETERMINE NO. OF PLANTS | 4901 SOUTH I-35E |
|---------------|---|------------------|
| 6" | 0.25 | |
| 8" | 0.45 | |
| 12" | 1.09 | |
| 15" | 1.56 | |
| 18" | 2.25 | |
| 24" | 4 | |
| 30" | 6.25 | |
| 36" | 9 | |

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF OF PLANTING AREA = 100/25 = 44 PLANTS

| | | | |
|---|--|--|---|
| | | | Texas Registered Engineering Firm No. E-15900 1301 Central Expressway South - Suite 210 Allen, TX 75013 T: 972.534.2100 www.dynamic.com |
| | | LAND DEVELOPMENT CONSULTING • PERMITTING • GEOTECHNICAL • ENVIRONMENTAL • SURVEY • PLANNING & ZONING | |
| | | ADDITIONAL OFFICES CONVENIENTLY LOCATED AT: 14521 Old Katy Road, Suite 200, Houston, TX 77057 T: 281.789.4800 1904 Mohr Street, Lake Como, NJ 07719 T: 732.974.0198 F: 732.974.3521 245 Mohr Street, Suite 110, Chester, NJ 07920 T: 908.879.9229 F: 908.879.0222 790 Newkirk Turnpike Road, Suite 425, PA 18804 T: 610.465.0576 F: 610.465.0561 1-800-698-5888 1-800-698-5888 | |
| | | TITLE: | |
| PROJECT: BILL UTTER FORD EXPANSION LOT 1, BLOCK A, BILL UTTER FORD ADDITION CITY OF CORINTH, DENTON COUNTY, TEXAS | | JOB No: 1741-15-001 DATE: 05/23/2016 DRAWN BY: JWG SCALE: (H) N/A (V) DESIGNED BY: JWG SHEET No: LP3 CHECKED BY: RM CONSTRUCTION CHECK: DATE OF 0 DEC Client Code: 1741 Rev. # 0 | |
| Rev. Date Comments | | OF 0 | |



CHALLENGER

XLCM
LED Crossover Area Light



Crossover
LED AREA LIGHTING

| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
|---------------------------|-------------|-------|-------|------|------|---------|---------|
| ALL CALC @ 4' ABOVE GRADE | Illuminance | Fc | 4.24 | 67.9 | 0.0 | NA | NA |
| FRONT LINE TYPICAL | Illuminance | Fc | 56.74 | 74.3 | 39.6 | 1.43 | 1.88 |
| EXISTING AREAS | Illuminance | Fc | 21.7 | 74.3 | 0.7 | 30.24 | 106.14 |
| NEW LDT AREA | Illuminance | Fc | 8.84 | 26.0 | 0.4 | 22.0 | 65.00 |

Total Project Watts_1
Total Watts = 130200.0

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with the Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted.

| Luminaire Schedule | Qty | Label | Arrangement | Description | LLF | Lumens/Lamp | Arr. Lum. Lumens | Arr. Watts |
|--------------------|-----|-----------|----------------|--------------------------------------|-------|-------------|------------------|------------|
| 17 | AA | DIR8° RTD | 4 @ 90 DEGREES | XLCM-FTE-LED-HD-CV-HSS-DIB8RT-24" MH | 1.000 | NA | 29210 | 3592 |
| 7 | BB | SINGLE | | XLCM-FTE-LED-HD-CV-HSS-SINGLE-24" MH | 1.000 | NA | 14605 | 2644 |
| 33 | CC | DIR8° | 4 @ 90 DEGREES | XLCM-SE-LED-HD-CV-DIB8-24" MH | 1.000 | NA | 42346 | 5354 |
| 5 | DD | DIR8° | 4 @ 90 DEGREES | XLCM-SE-LED-HD-CV-QUAD-24" MH | 1.000 | NA | 84692 | 10708 |
| 19 | AA | DIR8° RTD | 4 @ 90 DEGREES | CHV-FA-775-NWPSHV-CT-DIB8RT-24" MH | 0.900 | 66000 | 83188 | 1690 |
| 34 | CC1 | DIR8° | 4 @ 90 DEGREES | CHV-S-775-NWPSHV-CT-DIB8-24" MH | 0.900 | 66000 | 90404 | 1690 |
| 2 | DD1 | DIR8° | 4 @ 90 DEGREES | CHV-S-775-NWPSHV-CT-QUAD-24" MH | 0.900 | 66000 | 180808 | 3380 |

LIGHTING PROPOSAL LO-130706-2A

BILL UTTER FORD
RENTON, TX

DATE: 12/17/2020 REV: 28/2866 SHEET 1 OF 1

SCALE: 1"=60'

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: Major Subdivision Waiver

Submitted For: Fred Gibbs, Director

Submitted By: Lori Levy, Senior Planner

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a request from the applicant Steve Homeyer, authorized representative for the property owner, Redriver Bancorp, for a major subdivision waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the minimum required distance from the intersection along a collector street to the centerline of a proposed driveway on property legally described as part of Tract 10A being 2.21 acres out of the J. P. Walton Survey, Abstract No. 1389, in the City of Corinth, Denton County, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

The applicant is requesting a major subdivision waiver in order to reduce the minimum required distance from the intersection of N. Corinth Street and Walton Drive to the centerline of the driveway into the proposed Domino's Pizza and future retail site. **Section 3.05.04 Access Management** of the Unified Development Code requires the minimum distance from the intersection along City maintained collector roadways to the centerline of the driveway to be a minimum of 150' feet; whereas, the applicant is proposing a minimum distance of 146' feet.

The proposed development is located at both the corner of N. Corinth Street and Walton Drive, and I-35E and N. Corinth Street. Therefore, only one driveway is proposed along N. Corinth Street, as the site does not have sufficient room between these two intersections in order to meet the driveway spacing requirements to allow for additional driveways.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

Staff recommends **Approval** of the request as presented for the following reasons:

- 1). the distance of the proposed driveway spacing from the City maintained intersection is only being reduced by 4' feet.
- 2). If the proposed driveway were located 150' from this intersection, it would not meet the required distance from the major intersection of the State maintained I-35E arterial street.
- 3). TXDOT is also supportive of this request.
- 4). Neither staff nor TXDOT could support a reduction in the required distance from the other intersection at I-35E and N. Corinth Street for this property, and access must be provided.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On April 18, 2016, the Planning and Zoning Commission recommended **Approval** of the request as presented.

Attachments

Waiver Application

Exhibit

APPLICATION FOR MAJOR SUBDIVISION WAIVER

SUBMITTAL DATE: 4-7-16

TO: PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL
CITY OF CORINTH, TEXAS

APPLICANT'S NAME: Steven R. Homeyer, P.E.

APPLICANT'S ADDRESS: PO Box 294527, Lewisville, TX 75029

APPLICANT'S PHONE #: 972-906-9985 EMAIL: SHomeyer@hei.us.com

PROPERTY OWNER'S NAME Red River Bancorp, Inc.

OWNER'S ADDRESS: PO Box 10, Gainesville, TX 76241

LOCATION OF PROPERTY: East side of N. Corinth Street between Walton and
the north bound access road of I-35

LEGAL DESCRIPTION OF PROPERTY: LOT / BLOCK: Lot 1/Block A

ADDITION / SUBDIVISION G4 Corinth Addition

TRACTS: ABSTRACT / SURVEY: JP Walton Survey, AB 1389

OF ACRES: 0.97

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description

(Tenant Name) (Tenant's Telephone Number)

(Tenant's Address – Street, City & Zip)

In accordance with the provisions of the Subdivision Ordinance, appeal is now made to the Planning and Zoning Commission / City Council to grant the following waiver request:

We are requesting a waiver to the Subdivision Ordinance requiring a distance of 150 LF between the driveway to the property and the right-of-way for Walton Drive. Our driveway is currently 146 LF from the right-of-way.

In order to grant a major waiver, the Planning and Zoning Commission / City Council must determine that ALL of the following conditions exist. **Financial hardship to the applicant alone is not sufficient reason to approve a waiver.* State how your request meets these conditions.

- a) That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

If the entrance were moved further south, it would require a variance for the intersection with the I-35 access road. The driveway was placed to avoid conflict with that more critical intersection.

- b) That the waiver is necessary for the preservation and enjoyment of a substantial property right.

This driveway will provide the only access available to this property and is necessary to move forward with the project.

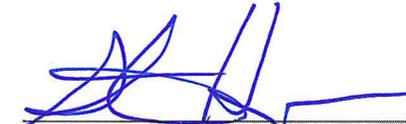
- c) That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to the other property in the area.

As the driveway is only 4 feet short of the required separation distance, it poses no detrimental effects in any manner.

- d) That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.

This waiver will allow the property to be developed without conflicting with the intersection of N. Corinth Street and the I-35 access road.

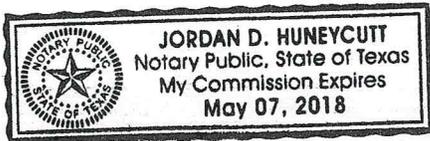
I do hereby certify that the above statements are true and correct to the best of my knowledge.

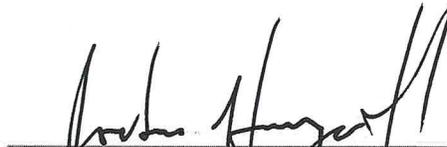

 (Applicant's Signature)

STATE OF TEXAS
 COUNTY OF DENTON

Subscribed and sworn to before me this 07 day of APRIL,

2016, by JORDAN D. HUNEYCUTT, who on his /her oath certifies that the above statements are true and correct to the best of his/her knowledge,




 (Notary Public)

Authorization of Agent

We, the undersigned, being owners of subject real property, do hereby authorize to act as our Agent in the matter of this request. The term agent shall be construed to mean any lessee, developer, option holder, or authorized individual who is authorized to act in behalf of the owner(s) of said property. (Please print.):

NAME: Marty Rivers / Red River Bancorp

ADDRESS: PO Box 10 Gainesville, TX 76241

(Form to be signed below by all owners of the property and notarized.)

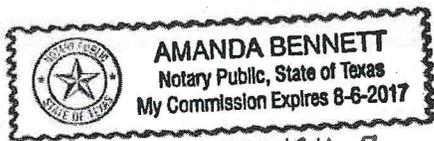
Printed Name / Signature

Mailing Address

Marty Rivers / Marty Rivers

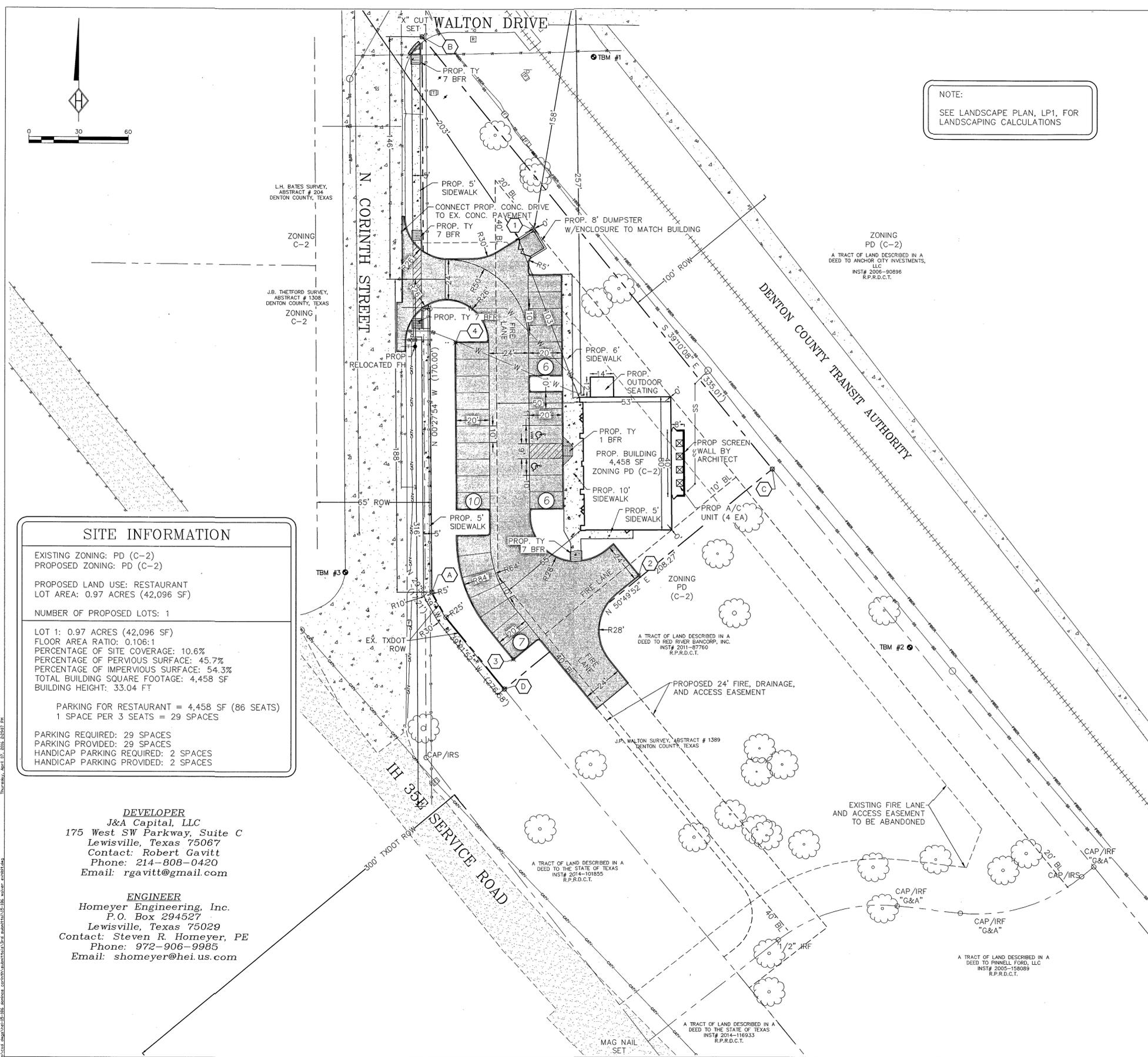
PO Box 10 Gainesville, TX 76241

Subscribed and sworn to before me on this 7th day of April, 2016.

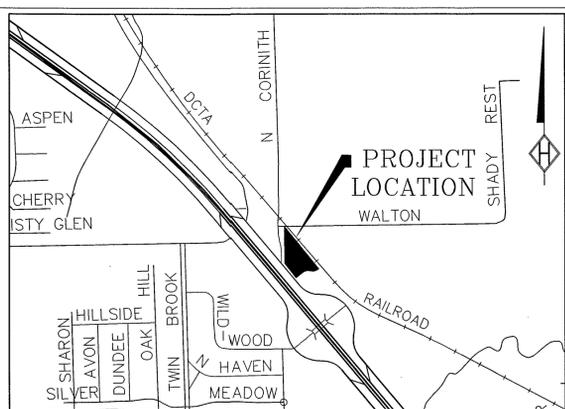


FD# 12394816.7

Amanda R Bennett
(Notary Public)



NOTE:
SEE LANDSCAPE PLAN, LP1, FOR
LANDSCAPING CALCULATIONS



VICINITY MAP
SCALE: 1"=1000'

| DESIGN POINTS | | | | | |
|---------------|--------------|--------------|-----|--------------|--------------|
| PT | NORTHING | EASTING | PT | NORTHING | EASTING |
| (A) | 7105634.5851 | 2408726.7559 | (1) | 7105851.4675 | 2408788.1028 |
| (B) | 7105967.9218 | 2408720.4749 | (2) | 7105644.3932 | 2408851.4851 |
| (C) | 7105708.1916 | 2408932.0705 | (3) | 7105594.5506 | 2408775.9601 |
| (D) | 7105576.6456 | 2408770.5994 | (4) | 7105784.3589 | 2408741.0476 |

SITE INFORMATION

EXISTING ZONING: PD (C-2)
PROPOSED ZONING: PD (C-2)

PROPOSED LAND USE: RESTAURANT
LOT AREA: 0.97 ACRES (42,096 SF)

NUMBER OF PROPOSED LOTS: 1

LOT 1: 0.97 ACRES (42,096 SF)
FLOOR AREA RATIO: 0.106:1
PERCENTAGE OF SITE COVERAGE: 10.6%
PERCENTAGE OF PERVIOUS SURFACE: 45.7%
PERCENTAGE OF IMPERVIOUS SURFACE: 54.3%
TOTAL BUILDING SQUARE FOOTAGE: 4,458 SF
BUILDING HEIGHT: 33.04 FT

PARKING FOR RESTAURANT = 4,458 SF (86 SEATS)
1 SPACE PER 3 SEATS = 29 SPACES

PARKING REQUIRED: 29 SPACES
PARKING PROVIDED: 29 SPACES
HANDICAP PARKING REQUIRED: 2 SPACES
HANDICAP PARKING PROVIDED: 2 SPACES

LEGEND

| | |
|--------|------------------------|
| I.R.F. | IRON ROD FOUND |
| I.R.S. | IRON ROD SET |
| "X" | CUT X IN CONCRETE |
| F.C.P. | FENCE CORNER POST |
| /// | ASPHALT |
| (T) | TELEPHONE MANHOLE |
| (P) | POWER POLE |
| (L) | LIGHT POLE |
| (V) | WATER VALVE |
| (SSMH) | SANITARY SEWER MANHOLE |
| (F) | FIRE HYDRANT |
| (WM) | WATER METER |

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM
REVIEW AND IS NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT
PURPOSES.
STEVEN R. HOMEYER, PE # 86942
DATE: 04/06/2016

DEVELOPER
J&A Capital, LLC
175 West SW Parkway, Suite C
Lewisville, Texas 75067
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Phone: 214-808-0420
Email: rgavitt@gmail.com

ENGINEER
Homeyer Engineering, Inc.
P.O. Box 294527
Lewisville, Texas 75029
Contact: Steven R. Homeyer, PE
Phone: 972-906-9985
Email: shomeyer@hei.us.com

HOMEYER
ENGINEERING, INC.
TYPE FIRM REGISTRATION NO. F-84440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM

DOMINO'S
G4 CORINTH ADDITION
LOT 1, BLOCK A
0.97 ACRES
CITY OF CORINTH
DENTON COUNTY, TEXAS

MAJOR
SUBDIVISION
WAIVER

DRAWN: CAB/JDH
DATE: 12/29/2015
HEI #: 15-186
SHEET NO:
EX1

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: Site Plan

Submitted For: Fred Gibbs, Director

Submitted By: Lori Levy, Senior Planner

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on the Site Plan for Domino's Pizza on property legally described as 2.21 acres situated in the J. P. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas. (This property is located on the southeast corner of N. Corinth St. and Walton Dr.)

AGENDA ITEM SUMMARY/BACKGROUND

The site plan includes proposed Lot 1, Block A, owned by Red River Bancorp, and is located on the southeast corner of N. Corinth St. and Walton Dr. The applicant intends to build a 4,458 square foot Domino's Pizza restaurant with outdoor seating and without drive-through service on the 0.97-acre proposed Lot 1, Block A. Restaurant uses with outdoor seating and without drive-through service is an allowed use in the PD (C-2) zoning district.

The Preliminary Plat and the Final Plat for proposed Lots 1 and 2, Block A, G4 Corinth Addition at this location were approved by the Planning and Zoning Commission on May 16, 2016. However, this site plan only includes development of the proposed restaurant for Lot 1, Block A at this time.

Detention will be shared with proposed Lot 2, Block A as provided during that development. A site plan will be required for development on proposed Lot 2, Block A prior to development on that lot.

The applicant is seeking approval of proposed Lot 1, Block A, G4 Corinth Addition for the Domino's Pizza restaurant at this time. The proposed restaurant is a non-residential use and is required to develop with the Residential Adjacency Standards; therefore, the building is required to be setback a minimum of 134' feet from the adjacent residentially zoned and developed property line, and the dumpster is required to be a minimum of 50' feet away from the property lines. The proposed thirty-three and a half (33 1/2") foot tall building is setback approximately 257' feet from the nearest developed single family residence, and the dumpster is approximately 158' feet from the nearest developed single family residence.

A Major Subdivision Waiver request is a companion item on this agenda. The proposed development is located at both the corner of N. Corinth Street and Walton Drive and I-35E and N. Corinth Street. Therefore, only one driveway is proposed along N. Corinth Street, as the site does not have sufficient room between these two intersections in order to meet the driveway spacing requirements to allow for additional driveways.

The Preliminary Plat and the Final Plat was approved by the Planning and Zoning Commission on May 16, 2016. The Major Subdivision Waiver for the driveway spacing was recommended for Approval by the Planning and Zoning Commission on April 18, 2016 and is a companion item on this agenda.

The applicant is meeting all other development requirements; however, the applicant is proposing an alternative to the required corner lot landscaping requirement. Section 2.09.01 Landscaping Requirements of the Unified Development Code provides that corner lots shall have a minimum of 900 sq. ft. of area in landscape at the intersections. The required area is to be measured a minimum distance of 40 feet from the projected corner of the intersection of both sides of the lot and extending out 175 feet or to the nearest driveway.

The applicant is proposing 1,280 sq. ft. of landscaping at the corner of N. Corinth St. and I-35E and 900 sq. ft. at the corner of N. Corinth St. and Walton Dr. However, since the site has two corners, there is not sufficient room to

meet the minimum distance of 40 feet from the projected corner of the intersections of both sides of the lot and extending out 175 feet or to the nearest driveway.

Therefore, the applicant is requesting alternative compliance by meeting the area of landscaping at the corner of N. Corinth St. and I-35E, and is exceeding the area at the corner of N. Corinth St. and Walton Drive. The applicant is also providing additional shrubs at the corner of N. Corinth St. and Walton Drive, along N. Corinth St. and the driveway entrance into the site along N. Corinth St.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

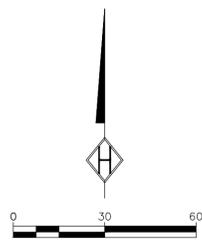
Staff recommends Approval of the Site Plan, subject to approval of the companion Major Subdivision Waiver.

PLANNING AND ZONING COMMISSION RECOMMENDATION

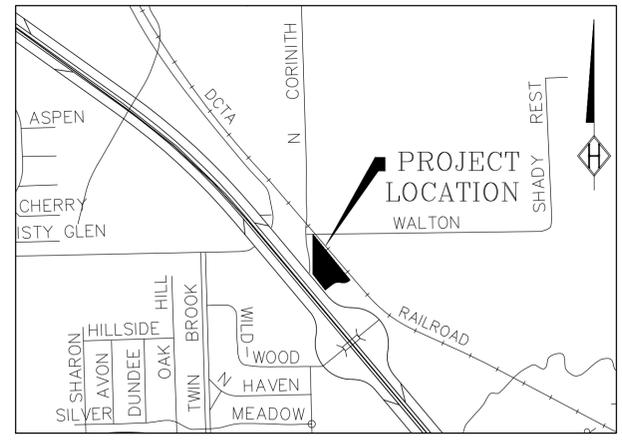
On May 16, 2016, the Planning and Zoning Commission recommended Approval of the site plan subject to approval of the Major Subdivision Waiver.

Attachments

- Site Plan
 - Landscape Plan
 - Color Rendering
 - Color Elevations
 - Elevations
 - Lighting Plan
-



NOTE:
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LANDSCAPING CALCULATIONS



VICINITY MAP
SCALE: 1"=1000'

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| B | 7105967.9218 | 2408720.4749 | 2 | 7105644.3932 | 2408851.4851 |
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DEVELOPER
J&A Capital, LLC
175 West SW Parkway, Suite C
Lewisville, Texas 75067
Contact: Robert Gavitt
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Email: rgavitt@gmail.com

ENGINEER
Homeyer Engineering, Inc.
P.O. Box 294527
Lewisville, Texas 75029
Contact: Steven R. Homeyer, PE
Phone: 972-906-9985
Email: shomeyer@hei.us.com

LEGEND

| | |
|--------|------------------------|
| I.R.F. | IRON ROD FOUND |
| I.R.S. | IRON ROD SET |
| "X" | CUT X IN CONCRETE |
| F.C.P. | FENCE CORNER POST |
| /// | ASPHALT |
| ⊙ | TELEPHONE MANHOLE |
| ⊗ | POWER POLE |
| ⊙ | LIGHT POLE |
| ⊗ | WATER VALVE |
| ⊙ SSMH | SANITARY SEWER MANHOLE |
| ⊙ | FIRE HYDRANT |
| ⊗ WM | WATER METER |

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM
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STEVEN R. HOMEYER, PE # 86942
DATE: 04/22/2016

HOMEYER ENGINEERING, INC.
ENGINEERING REGISTRATION NO. F-84440
T.B.P.E. FIRM REGISTRATION NO. F-84440
P.O. BOX 294527 LEWISVILLE, TEXAS 75029
972-906-9985 PHONE 972-906-9987 FAX
WWW.HEI.US.COM



DOMINOS
G4 CORINTH ADDITION
LOT 1, BLOCK A
0.97 ACRES
CITY OF CORINTH
DENTON COUNTY, TEXAS

SITE PLAN

DRAWN: CAB/JDH
DATE: 12/29/2015
HEI #: 15-186
SHEET NO:
C2



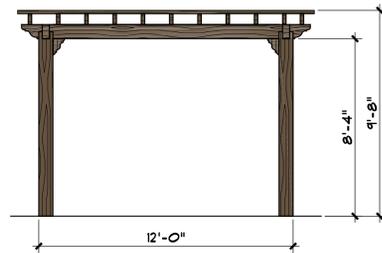
Corinth Dominos 1-dv1.jpg

Corinth Dominos Lighting Study | Francis Commercial | 20-Apr-16

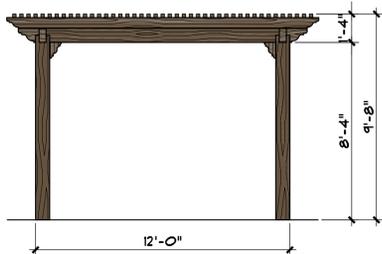


Corinth Dominos 1-dv2.jpg

Corinth Dominos Lighting Study | Francis Commercial | 20-Apr-16



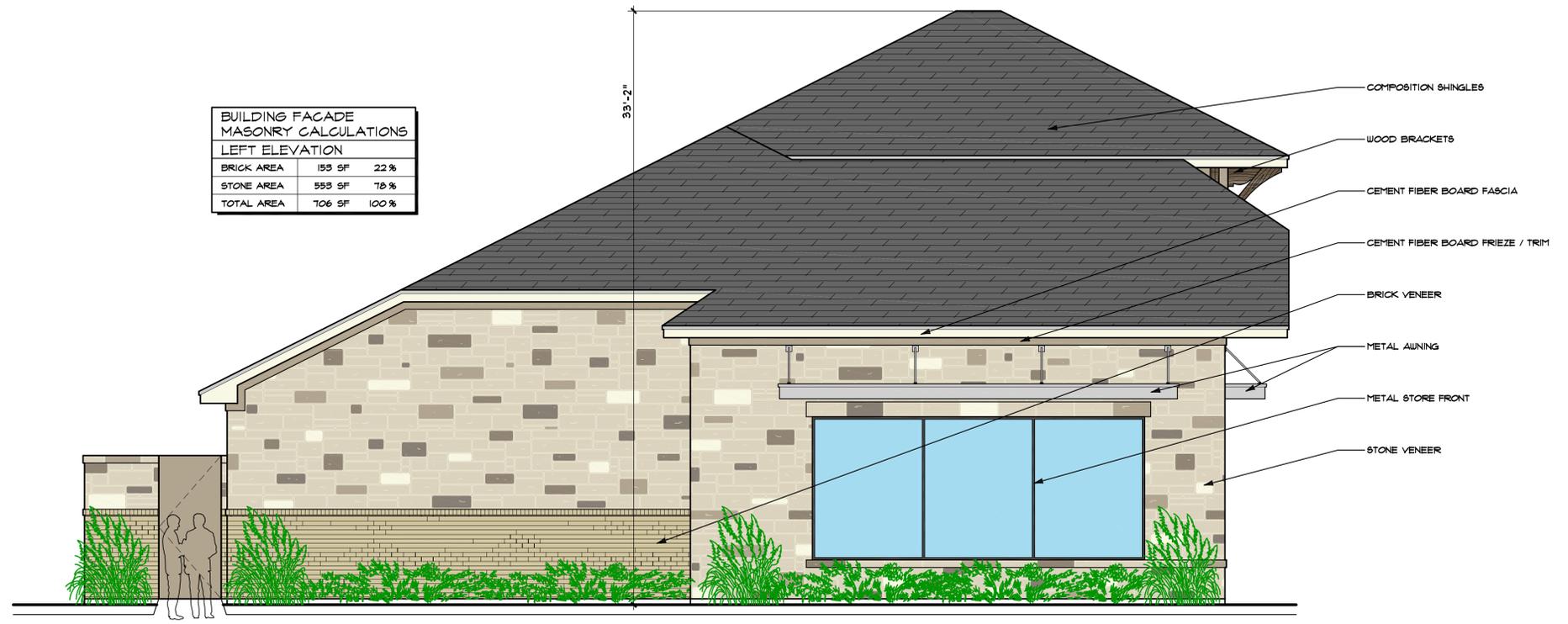
SIDES



FRONT / REAR

TRELLIS ELEVATIONS SCALE 1/4"=1'-0"

| BUILDING FACADE MASONRY CALCULATIONS LEFT ELEVATION | | | |
|---|--------|------|--|
| BRICK AREA | 155 SF | 22% | |
| STONE AREA | 555 SF | 78% | |
| TOTAL AREA | 706 SF | 100% | |



LEFT ELEVATION

SCALE 1/4"=1'-0"

| BUILDING FACADE MASONRY CALCULATIONS FRONT ELEVATION | | | |
|--|--------|------|--|
| BRICK AREA | 175 SF | 21% | |
| STONE AREA | 657 SF | 74% | |
| TOTAL AREA | 830 SF | 100% | |



FRONT ELEVATION

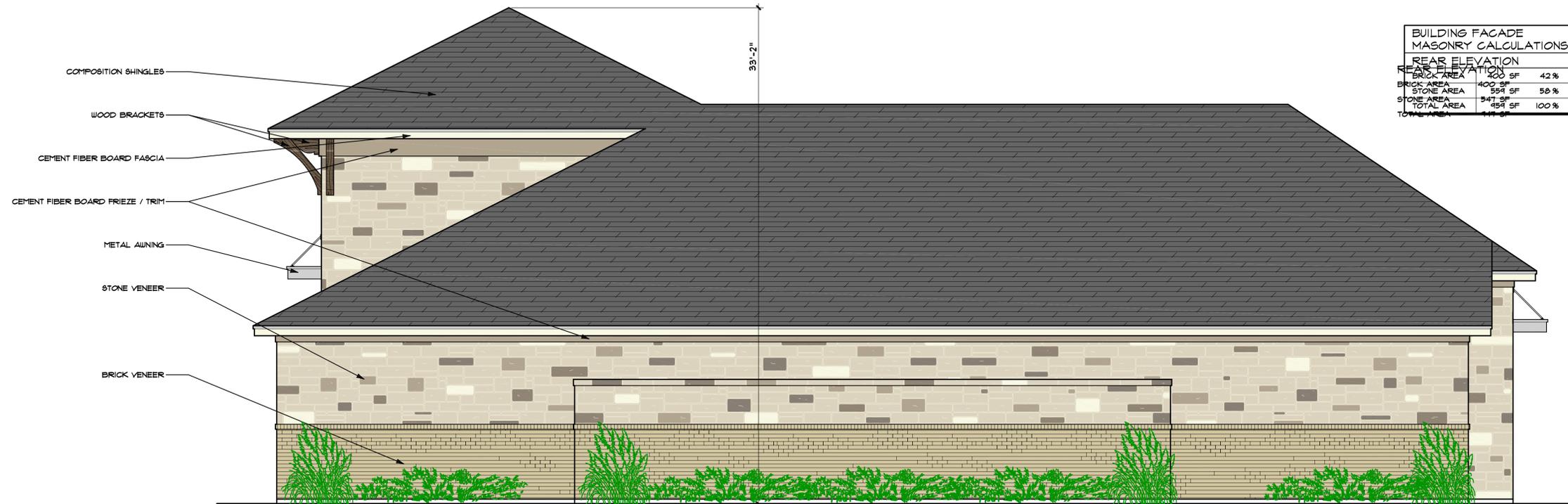
SCALE 1/4"=1'-0"

DOMINO'S
CORINTH, TEXAS

FRANCIS COMMERCIAL

P.O. BOX 270067
FLOWER MOUND, TX. 75027

214-729-7151
keith@franciscommercial.com



| BUILDING FACADE MASONRY CALCULATIONS | | |
|--------------------------------------|--------|------|
| REAR ELEVATION | | |
| BRICK AREA | 400 SF | 42% |
| STONE AREA | 554 SF | 58% |
| TOTAL AREA | 954 SF | 100% |

REAR ELEVATION

SCALE 1/4" = 1'-0"



| BUILDING FACADE MASONRY CALCULATIONS | | |
|--------------------------------------|--------|------|
| RIGHT ELEVATION | | |
| BRICK AREA | 155 SF | 20% |
| STONE AREA | 612 SF | 80% |
| TOTAL AREA | 765 SF | 100% |

RIGHT ELEVATION

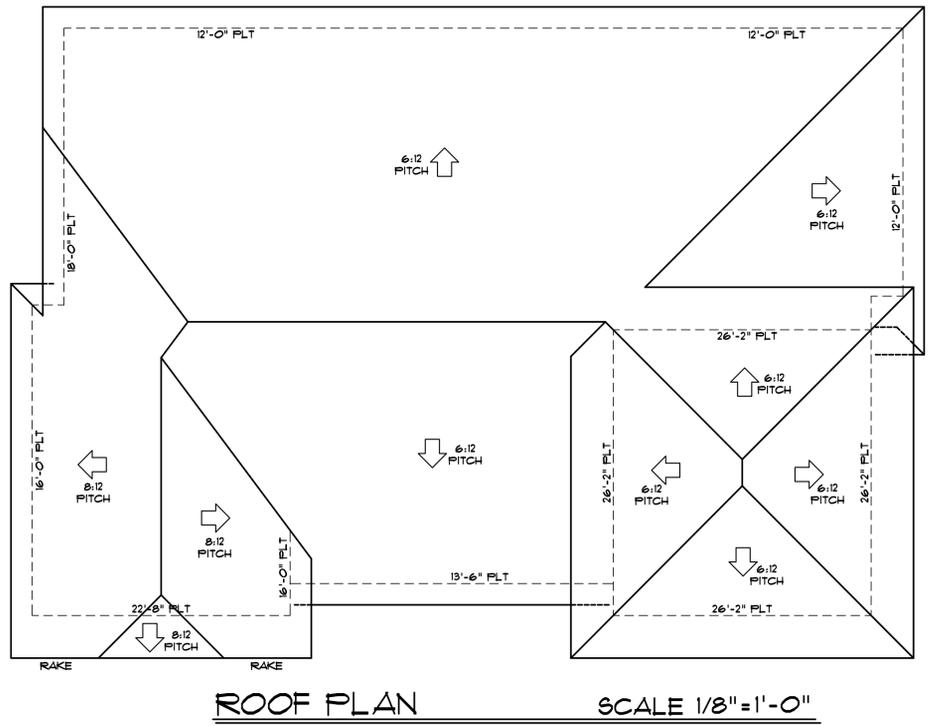
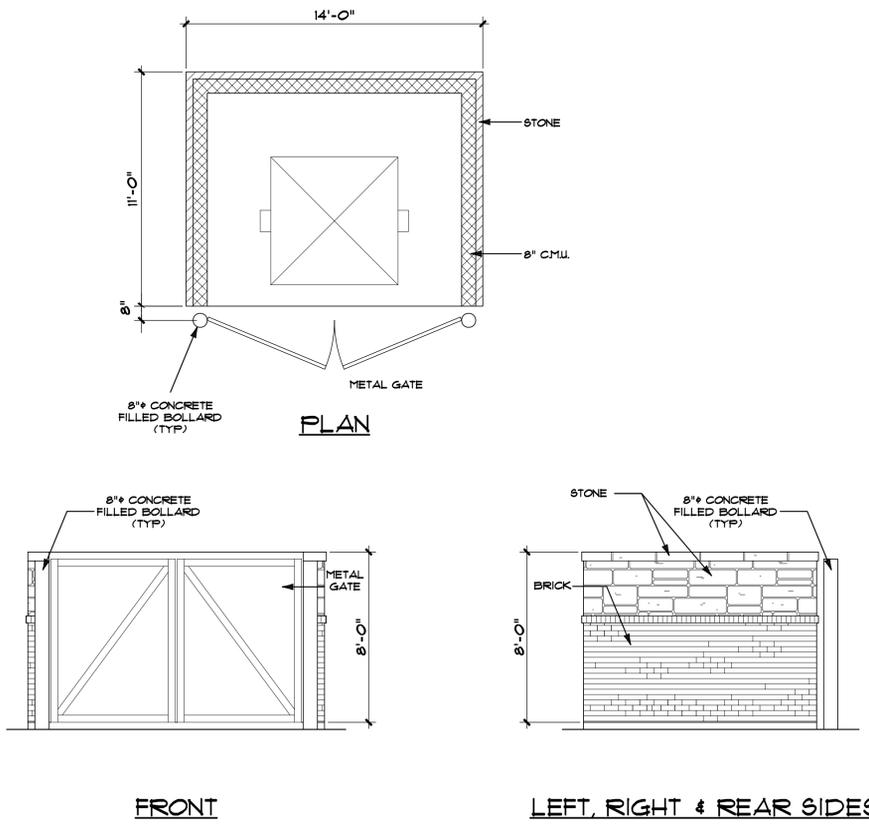
SCALE 1/4" = 1'-0"

DOMINO'S
CORINTH, TEXAS

FRANCIS COMMERCIAL

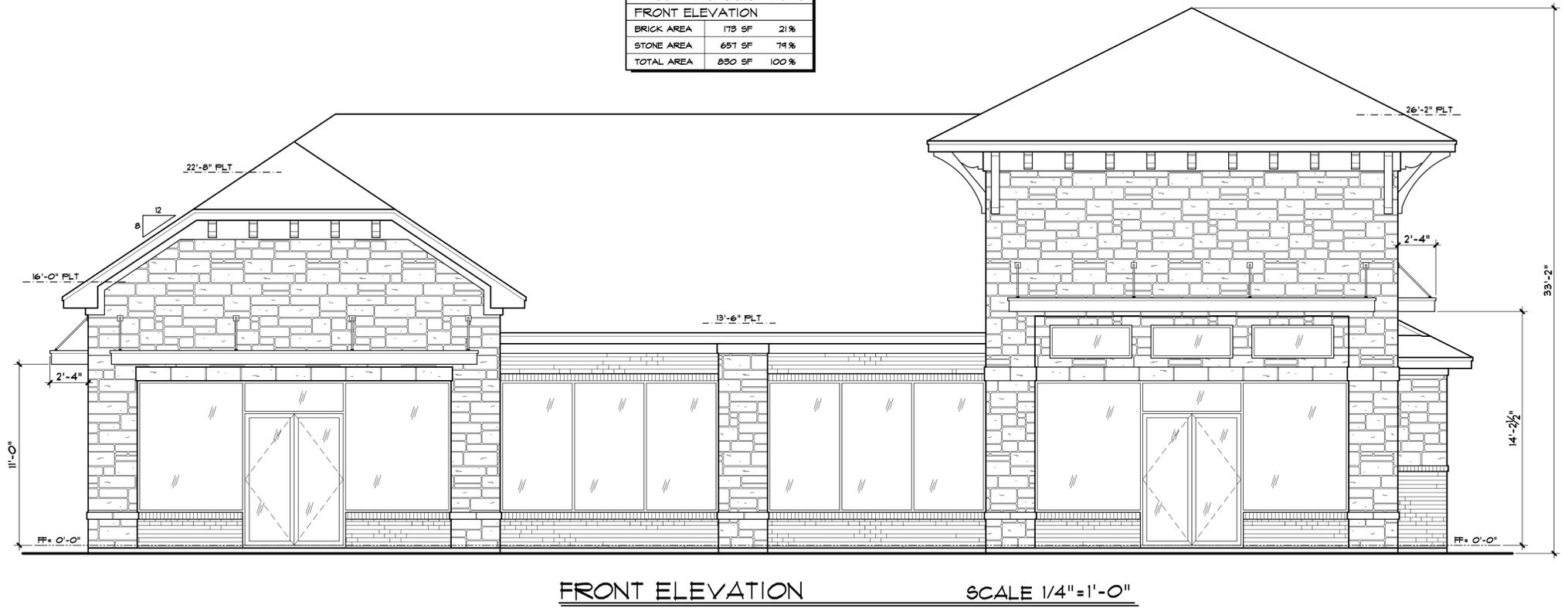
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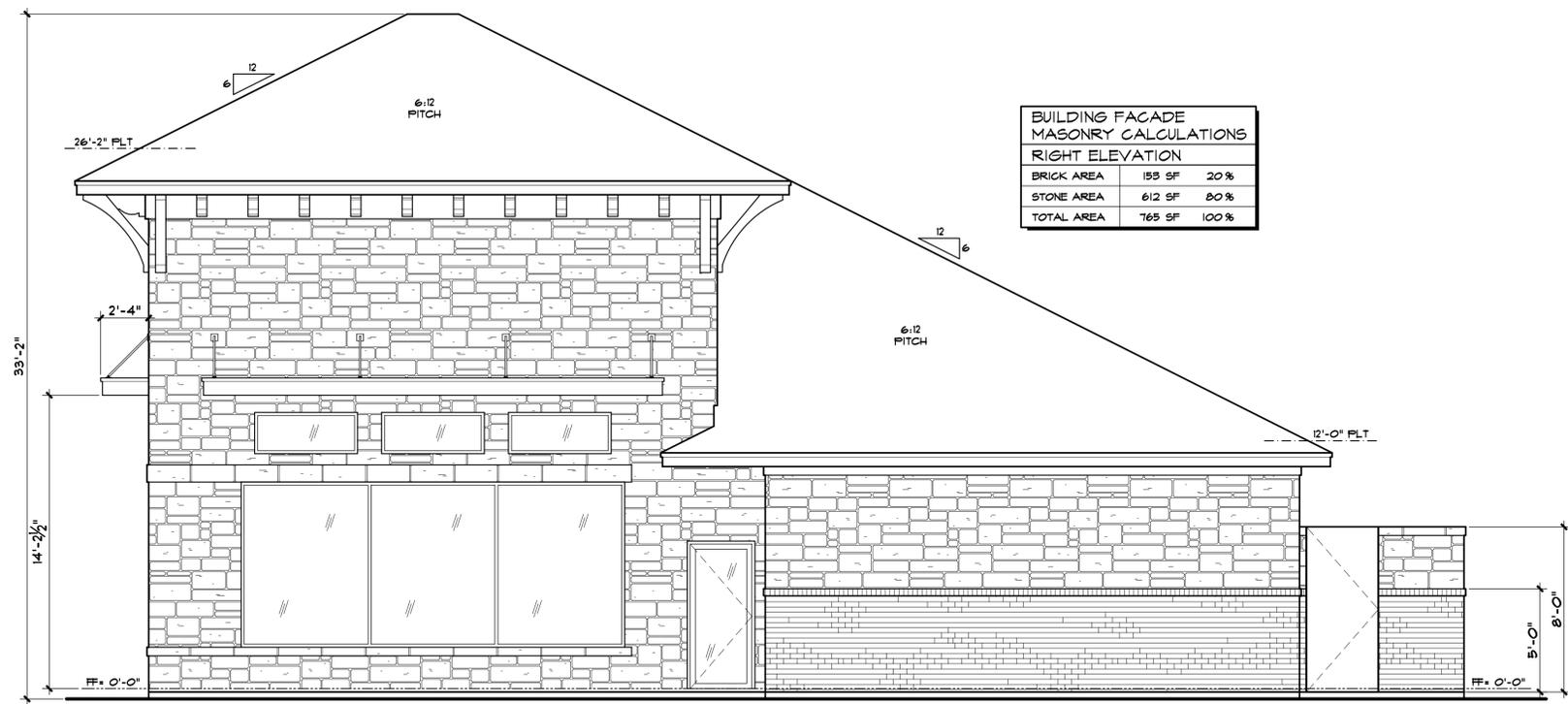


DUMPSTER ENCLOSURE SCALE 1/4" = 1'-0"

| BUILDING FACADE MASONRY CALCULATIONS | | | |
|--------------------------------------|--------|-------|--|
| FRONT ELEVATION | | | |
| BRICK AREA | 175 SF | 21 % | |
| STONE AREA | 657 SF | 74 % | |
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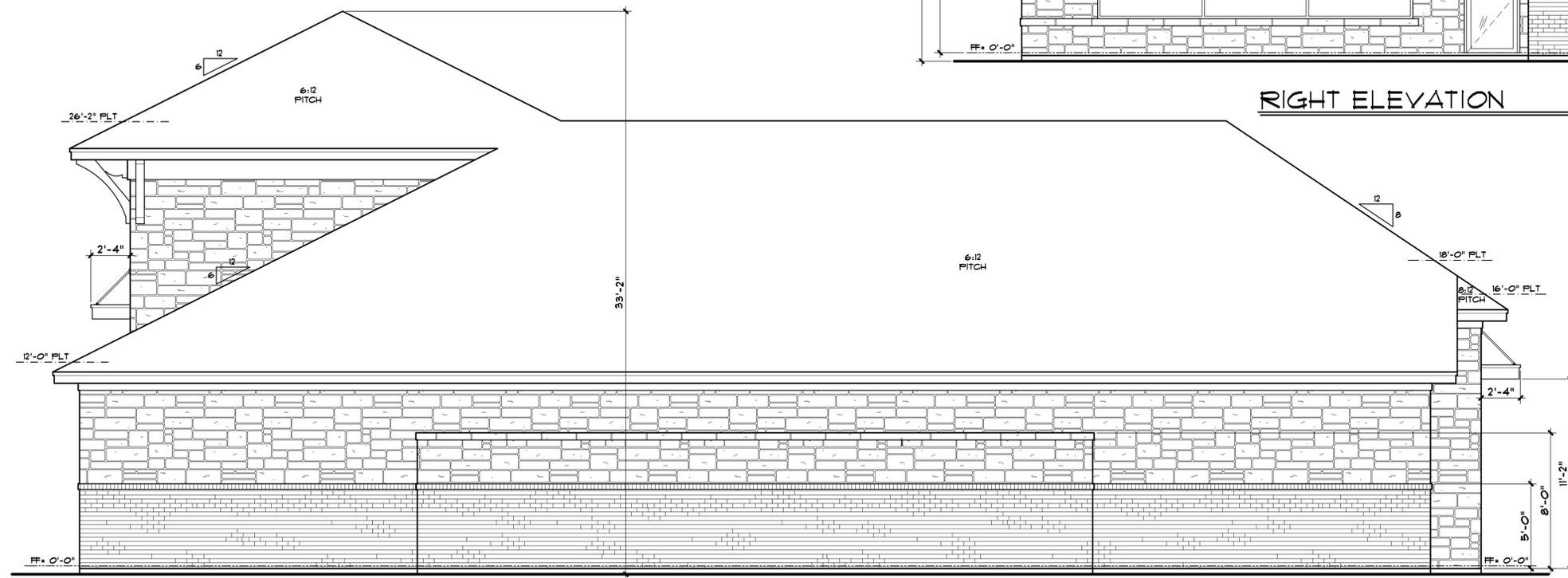


FRONT ELEVATION SCALE 1/4" = 1'-0"



| BUILDING FACADE MASONRY CALCULATIONS RIGHT ELEVATION | | | |
|--|--------|-------|--|
| BRICK AREA | 153 SF | 20 % | |
| STONE AREA | 612 SF | 80 % | |
| TOTAL AREA | 765 SF | 100 % | |

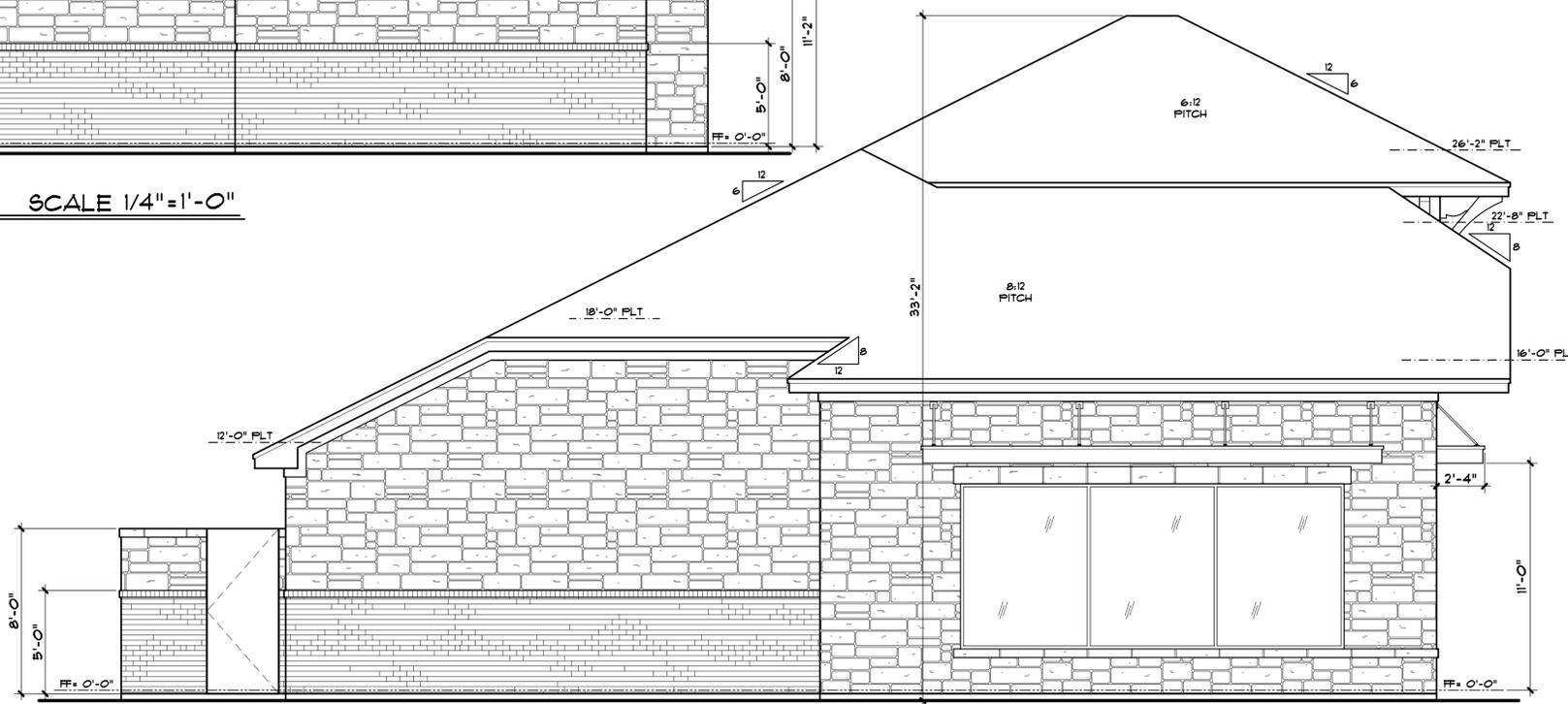
RIGHT ELEVATION SCALE 1/4"=1'-0"



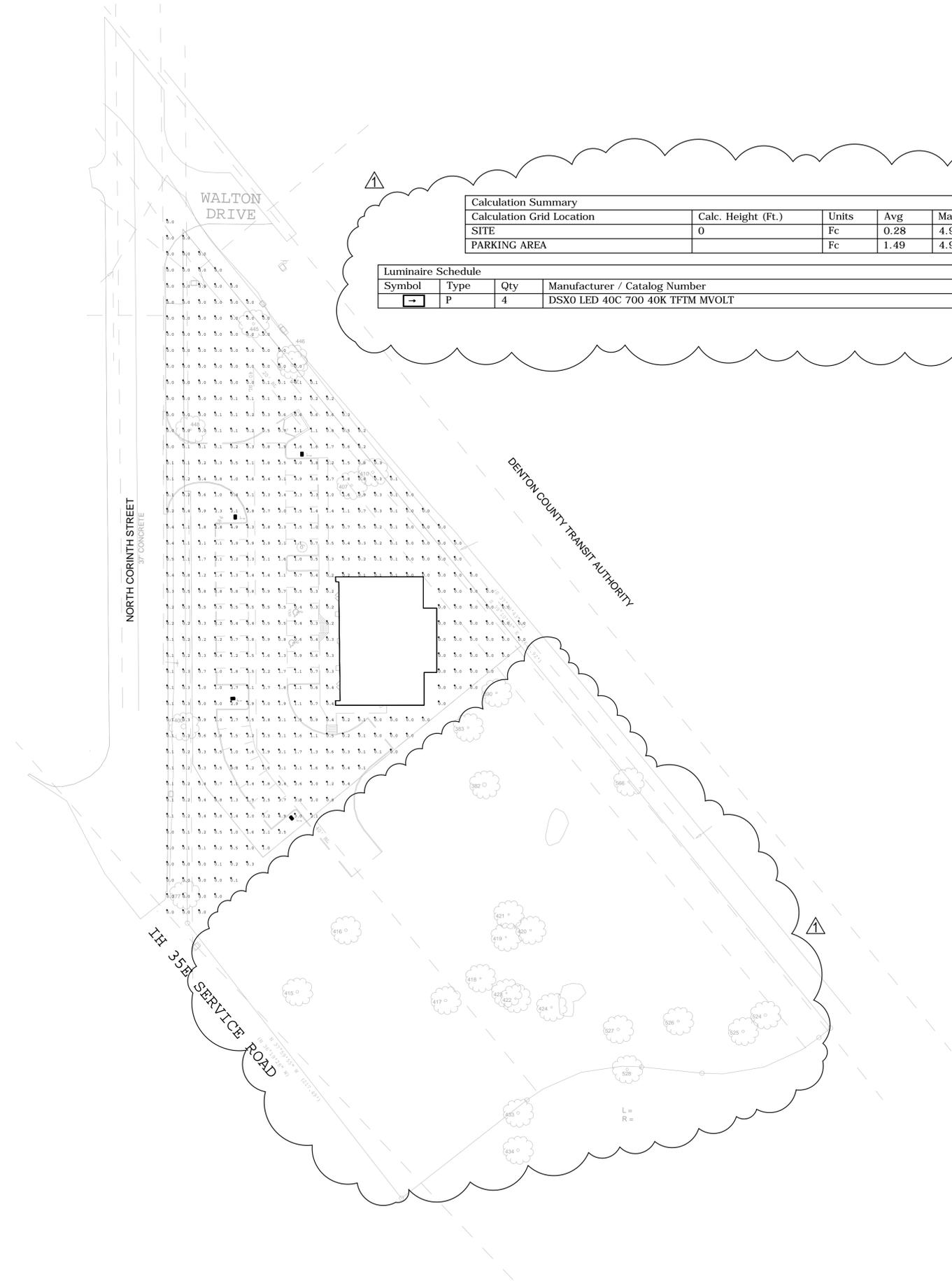
| BUILDING FACADE MASONRY CALCULATIONS LEFT ELEVATION | | | |
|---|--------|-------|--|
| BRICK AREA | 153 SF | 22 % | |
| STONE AREA | 553 SF | 78 % | |
| TOTAL AREA | 706 SF | 100 % | |

REAR ELEVATION SCALE 1/4"=1'-0"

| BUILDING FACADE MASONRY CALCULATIONS REAR ELEVATION | | | |
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| BRICK AREA | 400 SF | 42 % | |
| STONE AREA | 554 SF | 58 % | |
| TOTAL AREA | 954 SF | 100 % | |



LEFT ELEVATION SCALE 1/4"=1'-0"



| Calculation Summary | | | | | | |
|---------------------------|--------------------|-------|------|-----|-----|---------|
| Calculation Grid Location | Calc. Height (Ft.) | Units | Avg | Max | Min | Avg/Min |
| SITE | 0 | Fc | 0.28 | 4.9 | 0.0 | N.A. |
| PARKING AREA | | Fc | 1.49 | 4.9 | 0.0 | N.A. |

| Luminaire Schedule | | | | | | | | |
|--------------------|------|-----|---------------------------------|--------------------|-------------------|----------------|-------------------|---------------------|
| Symbol | Type | Qty | Manufacturer / Catalog Number | Total Lumen Output | Total Input Watts | Ballast Factor | Light Lost Factor | User Defined Factor |
| ↔ | P | 4 | DSX0 LED 40C 700 40K TFTM MVOLT | 10957 | 91 | 1.000 | 0.903 | 1.000 |

LIGHTING PLAN
SCALE: N.T.S.

THE SEAL APPEARING ON THIS DOCUMENTS WAS AUTHORIZED BY BHUPENDRA-V-PATEL P.E. #47399 FOR THE PURPOSE OF PERMITTING AND CONSTRUCTION. THIS DRAWING SHALL NOT BE USED FOR ANY OTHER PURPOSE. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER WRITTEN NOTIFICATION TO THE ABOVE ENGINEER IS AN OFFENCE TO THE TEXAS STATE BOARD RULES.



B. V. PATEL
Engineering Services, LLC
804 BRIGHTON AVENUE
SOUTH LAKE, TEXAS 76092
(214)-450-3643 (CELL)
BVP1947@AOL.COM
REGISTRATION NUMBER F-5618

FRANCIS COMMERCIAL
PO BOX 270067
FLOWER MOUND, TX 75027
214-729-7151

DOMINO'S PIZZA
G4 CORINTH ADDITION
LOT 1, BLOCK A
CITY OF CORINTH
DENTON COUNTY, TEXAS

ES: 4/20/2011

City Council Regular and Workshop Session

Meeting Date: 06/02/2016
Title: EDC Appointments
Submitted By: Kim Pence, City Secretary
Finance Review: N/A **Legal Review:** N/A
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.

AGENDA ITEM SUMMARY/BACKGROUND

The Corinth Economic Development Corporation is a nonprofit corporation managed by a board of directors to promote economic development for the City of Corinth. It is organized exclusively on behalf of the City for the public purposes of the promotion and development of new and expanded business enterprises to provide and encourage employment in the furtherance of public welfare. The Corporation shall have and exercise all of the rights, powers, privileges, authority and functions given by the general laws of Texas to nonprofit corporations by the Texas Nonprofit Corporation Act, Tex. Civ. Stat. Ann. Art. 1396-1.01 et. seq., and the additional powers as provided in Section 4B of the Development Corporation Act of 1979.

Number of Members: The Board shall consist of seven (7) Directors each of whom shall be appointed by the City Council of the City of Corinth, as provided in Article VII of the Corinth Economic Development Corporation Articles of Incorporation.

Term of Office: Each member of the Board of Directors shall serve a two (2) year term, or until his/her successor is appointed, unless sooner removed or resigned. Each Director shall be eligible for reappointment. No Director shall serve more than two (2) consecutive terms excluding the initial term, if less than two (2) years. Any vacancy occurring on the Board shall be filled by appointment of the City Council, to hold office until the expiration of the term of the vacating member. Unless otherwise provided, terms shall expire on May 31. Any Director may be removed from office by the City Council at any time.

Attendance: Regular attendance is required at all meetings. Two (2) consecutive unexcused absences from regular scheduled meetings of the Board shall constitute cause for replacement of a Director. An unexcused absence is one not approved by the Chair.

Election of Officers: The Chair, Vice Chair and Secretary shall be elected from among the members of the Board. The Treasurer may be an employee of the City, appointed by the Finance Director of the City of Corinth to oversee the finances of the Corporation. The City Council of the City of Corinth shall recommend to the Board the person to serve as Chair. All officers shall be elected by and subject to removal from office at the will of and at any time by a vote of a majority of the Board.

Appointment Procedures: As vacancies occur on boards, commissions, and committees, the Council will consider the applications with the following priority. a) Individuals seeking reappointment to their current place on the board, commission or committee will have primary consideration. b) If no individual is seeking reappointment or if at the Council discretion, the incumbent was not reappointed, individuals that have served as an alternate position on the board, commission, or committee will have secondary consideration. c) Final consideration will be given to new applications.

Economic Development Corporation

| Place | Position | Board Member | Term Expiration |
|-------|------------------------|------------------------|------------------------------|
| 1 | Council Representative | Sam Burke, Chair | May 2017, 2nd Term |
| 2 | Council Representative | Lowell Johnson | May 2016, 1st Term (expired) |
| 3 | Board Member | David Burnett | May 2017, 1st Term |
| 4 | Board Member | Bill Morgan, Secretary | May 2016, 1st Term (expired) |
| 5 | Board Member | Wade May | May 2016, 1st Term (expired) |
| 6 | Board Member | Mike Amason, Chair | May 2016, 1st Term (expired) |
| 7 | Board Member | Tina Henderson | May 2017 1st Term |

RECOMMENDATION

Recommendation/Appointment is at Council's discretion.

Attendance Log

Place 5: Wade May (Reappointment)

Place 6: Mike Amason (Reappointment)

Micheal Blazer

Shannon Bryan

Bruce Hanson

Jerry Blazewicz

Chuck Mills

Grady E Ray

Beverly Henley

Kathleen Robertson

Bradley Hinson

City of Corinth Economic Development Corporation Fiscal Year 2015-2016 Committee Attendance Schedule

| Meeting Date | Meeting Time | Meeting Comments | Place 1 <i>Chair</i> | Place 2 | Place 3 | Place 4 | Place 5 | Place 6 <i>V Chair</i> | Place 7 |
|--------------|-------------------|------------------|--------------------------|-------------------------------|---------------|-------------|----------|---------------------------|----------------|
| | | | Sam Burke Council Rep | Lowell Johnson Council Rep | David Burnett | Bill Morgan | Wade May | Mike Amason | Tina Henderson |
| 5-Oct-15 | 6:00 pm - 7:31 pm | Regular Session | P | P | - | A | P | P | - |
| 2-Nov-15 | 6:05 pm - 7:38 pm | Regular Session | P | P | - | A | P | P | - |
| 10-Nov-15 | 6:02 pm - 6:07 pm | Special Session | P | P | P | P | P | P | A |
| 14-Dec-15 | 6:00 pm - 6:38 pm | Special Session | P | P | P | P | P | P | P |
| 11-Jan-16 | 6:00 pm - 6:46 pm | Special Session | P | P | P | P | P | P | P |
| 28-Jan-16 | 6:30 pm - 9:00 pm | Robert's Rules | P | P | A | A | A | P | P |
| 1-Feb-16 | 6:00 pm - 7:15 pm | Regular Session | P | P | P | A | P | P | P |
| 7-Mar-16 | 6:00 pm - 7:42 pm | Regular Session | P | P | P | P | P | P | P |
| 7-Apr-16 | 7:00 pm - 8:10 pm | Joint Session | P | P | P | A | A | P | A |
| 2-May-16 | 6:00 pm - 7:17 pm | Regular Session | P | P | A | P | P | P | P |
| June | | | | | | | | | |
| July | | | | | | | | | |
| August | | | | | | | | | |
| September | | | | | | | | | |

* Note: P = Present, A = Absent

** Note: Tina Henderson and David Burnett were appointed to the Board on November 5, 2015.



VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission, or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com. Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Wade May Phone (h): 940-497-1011
Address: 1502 E. Park Ln Phone (work or cell): 214-995-4964
Address: Corinth, TX 76208 E-Mail Address: wmay@1a)charter.net
Resident of Corinth since: 02/2001 (mm/yy) FAX (h/w): _____
Voter Registration ID#: _____ DOB: 7/31/1969
Occupation or area of expertise: (Attach copy of resume or expertise summary): Sales + Marketing
Previous public service and entity served: Lake Cities Chamber of Commerce
Have you ever attended any public meeting of the City? yes
Previous Civic involvement; position held, if any: _____

On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- | | |
|--|--------------------------------|
| Board of Construction Appeals | |
| Corinth Economic Development Corporation ✓ | Planning and Zoning Commission |
| Keep Corinth Beautiful (Parks & Trails) | Ethics Committee |
| Zoning Board of Adjustment | Other _____ |

Please use this space as well as the back to reply to the following:

- State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group: I would like to contribute to the growth of the community. Years of business experience and as a citizen have tempered my perspective.
- What is your vision for Corinth? Balanced growth
- Explain your approach to economic development in Corinth: Compromise of Revenue + Function
- What businesses would you like to see in Corinth, how would you attract them, and why?
- What are your views on Parks and Recreational facilities? Love the parks + would love rec facilities

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Wade May _____ 7/24/2014
Signature of Applicant Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

Wade E. May

214.995.4964 • Wade.E.May@gmail.com

LinkedIn: <http://www.linkedin.com/in/wademay> URL: WadeMay.com

PROFILE

I am an experienced sales and marketing professional accustomed to working in fast paced environments. I have been a part of the ground up development of a sales division and have an in depth understanding of the infrastructure requirements to support, develop and grow a sales force. I have spent years becoming an expert in relationship building, strategic planning and business development and add a unique perspective to any team I join.

EDUCATION

University of Dallas - Graduate School of Management - Graduated May 2010

- Master of Business Administration Degree with a Focus in Marketing Management

DeVry University – College of Information Technology – Graduated October 2000

- Bachelor of Science with a focus in Telecommunications Management

University of North Texas - College of Business Administration – Graduated December 1995

- Bachelor of Business Administration with a focus in Marketing/International Business

Center for Bilingual Multicultural Study - Cuernavaca, Mexico Summer 1995
Cultural immersion program – lived with Mexican family while attending school.

SKILLS

- Candidate evaluation and hiring
- Process development and planning
- Excellent interpersonal and relationship management skills
- Excellent communication and presentation skills
- Strategy development and tactical execution
- Market assessment and analysis
- Motivational speaking and coaching
- Conversational Spanish
- Sales coaching, training and mentoring

CIVIC LEADERSHIP

Director – Board of Directors

Lake Cities Chamber of Commerce

Business Development - the board is responsible for growing the amount of business between members and growing membership. In addition, the board manages the chamber staff, payroll, chamber finances and makes strategic investment decisions.

Board Member

North Central Texas College Business Management Program Advisory Board

The responsibility of the advisory board is to evaluate the curriculum and programs offered by the college to determine their benefit in real world application and make recommendations based on our own business experience. Membership is through invitation by the dean's office only and is comprised of local business owners and professionals who have had success or demonstrate expertise in relevant areas of study.

PROFESSIONAL EXPERIENCE

Web.com Online Marketing Agency (February 2013 –Present)

Branch Sales Manager

- Hire and develop outside sales professionals
- Motivate and inspire sales professionals to exceed expectations
- Maintain open communication channels with sales consultants and upper management
- Reporting and forecasting to executive leadership
- Develop and implement incentive programs for the Dallas team
- Coach and train sales consultants on consultative process and expectation setting
- Track activity and performance of team members to identify areas of opportunity
- Division of DFW market and assignment of territories
- Market analysis and review with COO and SVP of Sales
- Resolve escalated customer service issues with operations channel partners and clients

McAfee / Intel (March 2011 – Present)

Enterprise Account Manager

- Responsible for \$8MM annual quota in security software sales and renewals
- Work with highest tier of enterprise level accounts to increase revenue and expand McAfee footprint by upgrading and selling additional product lines
- Coordinate complex sales process with multiple decision makers
- Maintain and expand upon relationships with existing client base
- Penetrate Greenfield accounts that have historically not purchased our products to establish relationships with key decision makers and generate new sales
- Required to complete 10 hours of training each quarter to maintain a high level of product knowledge and industry awareness
- Work with distributors and resellers to coordinate the sales process in a two tier distribution channel model
- Participate in quarterly financial reviews to review territory performance, gauge progress towards annual quota and forecast future revenue generation

SuperMedia LLC / Superpages.com (April 2005 – February 2011)

Sales Planner/Marketing Channel Manager: Eastern Region Premise

- Responsible for \$30MM revenue target for eastern region sales offices
- Managed both an inside and outside sales division
- Develop and implement marketing and sales plans to achieve revenue targets
- Provided SEM/SEO training and coaching to field reps as subject matter expert
- Analyzed sales results data, identify trends, and adjust strategy/product mix accordingly
- Developed nationwide retention strategy and implemented roles for team of 10 consultants and 1 manager.
- Developed product positioning strategies, presentations and sales lyrics
- Developed market specific collateral and manage branding efforts within market
- Interacted with IT for development of web sites, graphic user interfaces online video development and more as needed.
- Acted as liaison to product management for product roll outs and issues that arise in the field.
- Analyzed and report client churn data / develop corresponding retention strategies
- Creative problem solving for the Internet Sales Division

Sr. Major Direct Sales Consultant

- Lead SMLocal (SEM) pilot team, training reps to sell low end Search Engine Marketing services to businesses spending between \$2k and \$20K each month on Internet advertising.
- Sold high end SEO and SEM consulting services to companies with a vested interest in online marketing as part of the Inceptor pilot program.
- Served as team lead, training and developing new representatives and serving as acting District Sales Manager when required.
- Prospected for major online advertisers, primarily .coms, with a focus on nationwide performance based advertising products (CPM, CPA, and CPC)
- Negotiated advertising agreements with large prospective clients.
- Maintain industry awareness through publications such as OMMA and AdAge and attend tradeshows throughout the year.
- Promoted to Major Direct Sales position after 6 months as a Regional Direct Sales rep
- Was well above 176% to sales quota for more than 24 pay periods
- Won Gold travel incentive award to Australia in 2008
- Won travel incentive award to Whistler, Canada in 2008
- Won Top Rookie award for 2005

AmeriMed Consulting, Inc. (January 2003 – April 2005)

Sr. Business Development Consultant

- Prospecting for corporate accounts
- Outside sales/marketing of strategic consulting services to hospitals in the western region of the United States
- 50% travel each month in territory
- Maintain relationships with current clients in territory
- Multiple top achiever awards
- Rookie of the Year for 2003

Sprint PCS (February 2002 – January 2003)

Corporate Account Executive

- Prospecting for corporate accounts
- Outside sales of wireless voice and data services and applications to corporate clients
- Extensive sales training utilizing Dimensions of Professional Selling by Jack Carew
- Maintained and penetrated current large corporate accounts

Allflex USA, Inc. (January 1998 – January 2002)

Marketing Specialist – International & Electronic Commerce

- Development of international markets in Canada, Mexico, & South America
- Development of branding/positioning strategies in foreign markets
- International travel for sales and market analysis in those regions
- Maintain customer relationships with international distributors at the executive level
- Development and presentation of marketing plans to regional sales managers
- Development and implementation of Internet marketing strategies
- Development of electronic ordering, sales order processing, and production processes
- Development of collateral materials for international markets

GTE Directories, Inc (February 1996 – January 1998)

Customer Account Specialist

- Evaluated the needs of current advertisers and non-advertisers and provided them with a comprehensive advertising solution to maximize their coverage and yield them the highest possible return on their investment
- GTE National Sales Training – Three week sales training program
- Develop U Training – Selected candidates undergo a six month training program that includes courses such as handling conflict, professional writing, team building, and public speaking.



VOLUNTEER OPPORTUNITIES

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City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Mike Amason Phone (H): 940-300-7818
Address: 2808 N. Haven Dr Phone (work or cell): 972-536-1389
Address: Corinth, TX 76210 E-Mail Address: M_Amason@yahoo.com
Resident of Corinth since: 2010 (mm/yy) FAX (h/w): _____
Voter Registration ID#: 1089378100 DOB: 01/22/1981

Occupation or area of expertise: (Attach copy of resume or expertise summary): Business Manager / Pilot

Previous public service and entity served: _____

Have you ever attended any public meeting of the City? Yes

Previous Civic involvement; position held, if any: CEDC 2014-2015, Audit Committee 2013-2015, Corinth City Council 2013-2015

On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- | | |
|--|---------------------------------------|
| <u>Board of Construction Appeals</u> | <u>Zoning Board of Adjustment</u> |
| <u>Corinth Economic Development Corporation</u> | <u>Planning and Zoning Commission</u> |
| <u>Keep Corinth Beautiful (Trails and Parks)</u> | <u>Ethics Committee</u> |
| | <u>Other _____</u> |

Please use this space as well as the back to reply to the following:

1. State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group: Want to see business development in Corinth + to be a part of our future.
2. What is your vision for Corinth? Peaceful neighborhoods w/ residents living, working, + playing here.
3. Explain your approach to economic development in Corinth: Attract + "sell" Corinth to what we want it to be.
4. What businesses would you like to see in Corinth, how would you attract them, and why? Retail
5. What are your views on Parks and Recreational facilities? Can be used as economic resource.

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

[Signature] _____ 05/13/2015 _____
Signature of Applicant Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

MICHAEL BRUCE AMASON
2808 N. Haven Dr., Corinth, TX 76210
940-300-7818 (mobile), m_amason@yahoo.com

Certificates/Ratings:

- Airline Transport Pilot, Certified Flight Instructor
- Type Ratings: CE-500 (SIC only), CE-560XL, CE-650, DA-50, DA-7X, IA-Jet

EDUCATION

- Aug., 2009- Dec., 2010 **Salem International University, Salem, WV**
Degree: Master of Business Administration with International Business specialty
- Aug., 2001- May, 2004 **Southeastern Oklahoma State University, Durant, OK**
Degree: Bachelor of Science (Cum Laude) (SOSU Outstanding Senior 2004)
Major / Minor: Professional Pilot / General Business

WORK HISTORY

- April, 2010- Present **FlightSafety International, Dallas/Ft. Worth, TX (Part 142)**
Current Position: Director of Standards
Current Responsibilities: Instructor training and qualifications, regulatory compliance
Previous Positions: Assistant Director of Standards, Program Manager – DA-50 and DA-900EX, Ground/Sim Instructor
Previous Responsibilities: Manage 2 programs with full teams of instructors, Training Center Evaluator (Certification), Ground school and simulator instruction, Avionics SME, Lead Workplace Trainer for new software programs (CETS)
- Sept., 2009- April, 2010 **Jet Linx Aviation, Dallas, TX (Part 135 Unscheduled)**
Position: Co-Captain on CE-560XL
- April, 2007- March, 2009 **FlightSafety, International, Toledo, OH (Part 142)**
Position: Simulator / Ground Instructor on CE-650 (Citation III/VI/VII)
Responsibilities: Taught ground school and simulator, Training Center Evaluator, Lead Instructor for FMS training on GNS-XLS, FMZ-2000, and UNS-1
- July, 2005- March, 2007 **Cross Creek Aviation, Denton, TX (Part 91/135 Unscheduled)**
Position: Co-Captain on IA-Jet (Westwind)
- May, 2005- March, 2007 **Business Air Center, Denton, TX (Part 91/135 Unscheduled)**
Position: Contract Pilot on IA-Jet (Westwind) and CE-S550 (Citation S-II)
- Nov., 2004- May, 2005 **Pacific Wings Airlines, Kahului, Maui, Hawaii (Part 135 Scheduled)**
Position: Pilot on CE208B (Caravan)

SPECIAL INTEREST/HONORS

Eagle Scout (1996), Internship at Congressman Dick Armey's District Office (1997), Top Senior at SOSU (2004), Corinth City Councilmember 2013-2015; Corinth Audit Committee 2013-2015; Corinth Economic Development 2014-2015

C: Mayor -
Council
6/8/15

Kim Pence

From: noreply@civicplus.com
Sent: Friday, June 05, 2015 9:05 AM
To: Kim Pence
Subject: Online Form Submittal: Board Application Form

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board Application Form

Please complete the online form below.

Personal Information

Select the Board, Commission, or Committee applying for:*

Corinth Economic Development Corporation

Name:*

Micheal Blazer

Home Address:*

3216 Blue Jay Drive

Home Phone Number:*

02935549

Business Address:*

125 E John Carpenter Frwy Irving

Business Phone Number:*

9728222303

Occupation:*

Marketing Director

Email Address:

michealblazer@att.net

Residency Information

Length of Residency in Corinth:*

13 months

Are you a registered voter:*

Yes

No

Education and Hobbies

High School:

Emporia High School

College:

Emporia State University

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

Yes

No

Have you served on a Board, Commission, or Committee before?*

Yes

No

If yes, which:

Little Elm Economic Dev Corp - Vice President / Monte Vista City Councilman (Colorado) / SLV Economic Dev Comm. - Co-Chairman (Colorado) / Urban Renewal Authority Commissioner (Colorado)

Please list organization memberships and positions held:

Chamber of Commerce President (Colorado) Kiwanis Club - President (Colorado)

Please List Areas of Special Interest

Most of my volunteer work is related to community work. Typically related to community/economic development

Please Enter Basic Resume Information Below

SENIOR GLOBAL MARKETING AND SALES MANAGEMENT → Results proven Senior Marketing and Sales professional with 25 years of experience in marketing and sales/operations management leadership; success in developing marketing and sales campaigns, startup company, and solutions that generated upwards of 70% revenue growth → Energetic and dynamic sales and telemarketing team development → Client needs fulfillment – Strategic partnerships and alliance building C-level/Executive relationships → Demonstrate success in negotiating win-win solutions; experienced managing all operations and core functions within business → Global management experience SKILLS → B2B Marketing → Email Marketing → Telesales → Marketing Campaign Management → Staff Recruitment & Training → Employee Relations → Business Development → Project Management → Operations Management → Training & Development → Performance Management → Organizational Development PROFESSIONAL EXPERIENCE UNITED CAPITAL FINANCIAL LIFE - Dallas, TX Director Growth Strategies VQ INTERACTIVE SOLUTIONS — Dallas, TX VQ Interactive Solutions provides low-cost marketing for small to medium sized companies with an emphasis in telemarketing and email marketing. Partner, March 2006 to November 2010 Client base consists of companies such as: BatteriesPlus, Jani King, Farmers Insurance, Mutual of Omaha, Ace Payroll and more. Increased client's company revenues by providing qualified prospects. Key Results: → Played a key role in ensuring the successful launch of the business. Developed and implemented programs and policies. → Benchmarked and implemented technology for virtual telemarketing agents → Managed daily operations of up to 20 offshore agents and monitored campaign success → Generated revenue increases of up to 15% for clients by generating leads TAB BOARDS INTERNATIONAL — Denver, CO TAB forms and facilitates peer-advisory boards through franchisees providing resources for small- to medium-size business owners. \$12 million in annual revenues. TAB consistently ranks in the top 500 franchise list. Assistant Director of Marketing, November 2001 to March 2006 Developed/managed telemarketing process for internal telemarketing agents and telemarketing vendors totaling 25 people. Worked directly with over 100 franchisees to

market their territories to develop and build their business. Key Results: → Developed telemarketing processes that played a key role in building territories with an average of 75% lead generation of targeted businesses → Managed both employees and vendor relations for successful marketing processes → Trained new franchisees on the marketing process → Awarded employee of the year for the support given to the franchisees

AT&T BROADBAND — Englewood, CO AT&T Broadband provided digital phone and internet services to businesses. \$22 million division. National Customer Care Manager, July 2000 to October 2001 Developed policy and procedures for inbound customer service processes working with vendors to implement and manage. Daily operations management for 35 inbound/outbound agents. Key Results: → Developed flow processes to respond to installation of and questions about the service → Managed vendors providing inbound and outbound services for the department → Developed training modules utilizing SMEs to maintain customer satisfaction benchmarks → Worked in partnership with other departments to meet needs of the business direction

OUTWARD BOUND USA — Denver, CO Outward Bound is the National entity for the 5 Outward Bound locations in the U.S. National Call Center Manager, March 2000 to June 2000 Developed and managed national inbound call center consolidation by coordinating with the 5 individual centers to sign prospects for wilderness expeditions. Managed 12 seats directly and worked with 60 additional agents based in the other centers. Key Results: → Developed policy and procedures for inbound call center → Communicated with the 5 locations that had similar inbound operations to coordinate offerings → Worked with national marketing department and developed staffing to meet expectations → Researched and worked with IT department making recommendations for technology to achieve goals for the inbound process

INTERNET COMMUNICATIONS — Englewood, CO Telecommunications company offering high-speed internet access and phone systems to businesses. Part of the multi-billion dollar Anschutz companies. Telemarketing Manager, July 1999 to February 2000 Formed and managed the telemarketing department to set appointments for the sales teams. Develop and trained sales team's outbound customer service skills. Managed 4 seats directly and worked with 12 sales reps to develop their telesales skills. In the 1st quarter after developing the team, we had increased proposals by \$250,000 as a direct result of this team's telemarketing efforts. Key Results: → Developed telemarketing department to set appointments for the account executives → Hired, trained and motivated telemarketing agents to meet weekly appointment goals → Trained account executives on telesales skills that increased their number of appointments → Worked with product vendors to develop marketing strategies

FIRST CITY FINANCIAL — Call Center Manager, April 1998 to June 1999

TELETECH HOLDING — Senior Supervisor, March 1996 to April 1998

PACESETTER CORP — Telemarketing Manager, February 1994 to March 1996

EMPORIA STATE UNIVERSITY — Emporia, KS Business Administration 1978-1981

DALE CARNEGIE – Effective Communications & Human Relations 1986

CHAMBER OF COMMERCE – Board of Directors and President

KIWANIS – President

CITY COUNCILMAN – City of Monte Vista, CO

The following form was submitted via your website: Board Application Form

Please complete the online form below.:

Personal Information:

:

Select the Board, Commission, or Committee applying for: Corinth Economic Development Corporation

:

Name: Micheal Blazer

Home Address: 3216 Blue Jay Drive

Home Phone Number: 9402935549

Business Address: 125 E John Carpenter Frwy Irving

Business Phone Number: 9728222303

Occupation: Marketing Director

Email Address: michealblazer@att.net

Residency Information:

:

Length of Residency in Corinth: 13 months

Are you a registered voter: Yes

:

Education and Hobbies:

:

High School: Emporia High School

College: Emporia State University

Organization Membership Information:

Are you currently serving on other Boards, Commissions, or Committees?: No

Have you served on a Board, Commission, or Committee before?: Yes

If yes, which: Little Elm Economic Dev Corp - Vice President / Monte Vista City Councilman (Colorado) / SLV Economic Dev Comm. - Co-Chairman (Colorado) / Urban Renewal Authority Commissioner (Colorado)

Please list organization memberships and positions held: Chamber of Commerce President (Colorado)
Kiwanis Club - President (Colorado)

Please List Areas of Special Interest: Most of my volunteer work is related to community work. Typically related to community/economic development

Please Enter Basic Resume Information Below: SENIOR GLOBAL MARKETING AND SALES MANAGEMENT

→ Results proven Senior Marketing and Sales professional with 25 years of experience in marketing and sales/operations management leadership; success in developing marketing and sales campaigns, startup company, and solutions that generated upwards of 70% revenue growth

→ Energetic and dynamic sales and telemarketing team development

→ Client needs fulfillment – Strategic partnerships and alliance building C-level/Executive relationships

→ Demonstrate success in negotiating win-win solutions; experienced managing all operations and core functions within business

→ Global management experience

SKILLS

→ B2B Marketing

→ Email Marketing

→ Telesales

→ Marketing Campaign Management → Staff Recruitment & Training

→ Employee Relations

→ Business Development

→ Project Management → Operations Management

→ Training & Development

→ Performance Management

→ Organizational Development

PROFESSIONAL EXPERIENCE

UNITED CAPITAL FINANCIAL LIFE - Dallas, TX

Director Growth Strategies

VQ INTERACTIVE SOLUTIONS — Dallas, TX

VQ Interactive Solutions provides low-cost marketing for small to medium sized companies with an emphasis in telemarketing and email marketing.

Partner, March 2006 to November 2010

Client base consists of companies such as: BatteriesPlus, Jani King, Farmers Insurance, Mutual of Omaha, Ace Payroll and more. Increased client's company revenues by providing qualified prospects.

Key Results:

→ Played a key role in ensuring the successful launch of the business. Developed and implemented programs and policies.

→ Benchmarked and implemented technology for virtual telemarketing agents

→ Managed daily operations of up to 20 offshore agents and monitored campaign success

→ Generated revenue increases of up to 15% for clients by generating leads

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Key Results:

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→ Managed both employees and vendor relations for successful marketing processes

→ Trained new franchisees on the marketing process

→ Awarded employee of the year for the support given to the franchisees

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AT&T Broadband provided digital phone and internet services to businesses. \$22 million division.

National Customer Care Manager, July 2000 to October 2001

Developed policy and procedures for inbound customer service processes working with vendors to implement and manage. Daily operations management for 35 inbound/outbound agents.

Key Results:

→ Developed flow processes to respond to installation of and questions about the service

→ Managed vendors providing inbound and outbound services for the department

→ Developed training modules utilizing SMEs to maintain customer satisfaction benchmarks

Worked in partnership with other departments to meet needs of the business direction

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Outward Bound is the National entity for the 5 Outward Bound locations in the U.S.

National Call Center Manager, March 2000 to June 2000

Developed and managed national inbound call center consolidation by coordinating with the 5 individual centers to sign prospects for wilderness expeditions. Managed 12 seats directly and worked with 60 additional agents based in the other centers.

Key Results:

→ Developed policy and procedures for inbound call center

→ Communicated with the 5 locations that had similar inbound operations to coordinate offerings

→ Worked with national marketing department and developed staffing to meet expectations

→ Researched and worked with IT department making recommendations for technology to achieve goals for the inbound process

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Formed and managed the telemarketing department to set appointments for the sales teams. Develop and trained sales team's outbound customer service skills. Managed 4 seats directly and worked with 12 sales reps to develop their telesales skills. In the 1st quarter after developing the team, we had increased proposals by \$250,000 as a direct result of this team's telemarketing efforts.

Key Results:

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→ Hired, trained and motivated telemarketing agents to meet weekly appointment goals

→ Trained account executives on telesales skills that increased their number of appointments

→ Worked with product vendors to develop marketing strategies

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TELETECH HOLDING — Senior Supervisor, March 1996 to April 1998

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EMPORIA STATE UNIVERSITY — Emporia, KS Business Administration 1978-1981

DALE CARNEGIE – Effective Communications & Human Relations 1986

CHAMBER OF COMMERCE – Board of Directors and President

KIWANIS – President

CITY COUNCILMAN – City of Monte Vista, CO

Additional Information:

Form Submitted on: 6/5/2015 9:04:57 AM

Submitted from IP Address: 38.122.30.242

Referrer Page: <https://www.cityofcorinth.com/FormCenter/City-Administration-6/Board-Application-Form-49>

Form Address: <https://www.cityofcorinth.com/FormCenter/City-Administration-6/Board-Application-Form-49>



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Applicants name will be placed on the agenda for consideration, so forms *must* be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence. Resume preferred but not mandatory.

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Shannon Bryan Phone (h): same as below
 Address: 1727 Timber Ridge Cir Phone (work or cell) 214.535.3973
 Address: n/a E-Mail Address sbryan@hotmail.com
 Resident of Corinth since 1999 (mm/yy) FAX (h/w): _____
 Voter Registration ID# can provide DOB 04/23/1977
 Occupation or area of expertise: (Attach copy of resume or expertise summary): Publicist / Business Development
 Previous public service and entity served: 2005 - 2009 (Corinth City Council)
 Have you ever attended any public meeting of the City? yes
 Previous Civic involvement; position held, if any: yes, many positions over the years
 On which of the following Boards, Commissions, or Committees do you have an interest in serving? In areas of multiple interests please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- Board of Construction Appeals
- Corinth Economic Development Corporation
- Keep Corinth Beautiful
- Citizen Finance Audit Committee
- Ethics Committee
- Planning and Zoning Commission
- Zoning Board of Adjustment
- Other _____

Please use the balance of this space as well as the back to answer the following questions:

1. State the reason for your interest and explain expertise you would be able to offer to further the purpose of the group. I've lived in Corinth for 16 years. I've been involved in the past, & want to be involved again.
2. What is your vision for Corinth? Corinth needs to grow as a city.
3. Explain your approach to economic development in Corinth? We need to attract business!
4. What businesses would you like to see in Corinth, how would you attract them and why? I'm open.
5. What are your views on Parks and Recreational facilities? We truly do not have any Parks + Rec. facilities. We need more for our residents.

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Shannon Bryan

Signature of Applicant

6/11/15

Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

Handwritten signature and scribble at the bottom of the page.

4. I'm open to researching, attracting, recruiting
new businesses to the City of Corinth.

As well as, business retention.

We MUST do something for the
City of Corinth and its residents,
Growth is coming, we must be
ready to receive the growth.

Thank you.
Shannon D.



VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com Volunteer Opportunities All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Request Act.

Applicants name will be placed on the agenda for consideration, so forms *must* be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence. Resume preferred but not mandatory.

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Bruce Hanson II Phone (h): 940-321-1484
 Address: 4303 Wilmette Dr Phone (work or cell) _____
 Address: _____ E-Mail Address bhanson2@Centurylink.net
 Resident of Corinth since March 2005 (mm/yy) FAX (h/w): _____
 Voter Registration ID# 1092644795 DOB 5-24-1965
 Occupation or area of expertise: (Attach copy of resume or expertise summary): Software Engineer
 Previous public service and entity served: 4 years (2009-2013) Corinth City Council 2013-present
 Have you ever attended any public meeting of the City? Yes, often
 Previous Civic involvement; position held, if any: _____

On which of the following Boards, Commissions, or Committees do you have an interest in serving? In areas of multiple interests please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- Board of Construction Appeals
- Corinth Economic Development Corporation (2)
- Keep Corinth Beautiful
- Citizen Finance Audit Committee
- Ethics Committee
- Planning and Zoning Commission (1)
- Zoning Board of Adjustment
- Other _____

- Please use the balance of this space as well as the back to answer the following questions:
1. State the reason for your interest and explain expertise you would be able to offer to further the purpose of the group. See Attached
 2. What is your vision for Corinth? See Attached
 3. Explain your approach to economic development in Corinth? See Attached
 4. What businesses would you like to see in Corinth, how would you attract them and why? See Attached
 5. What are your views on Parks and Recreational facilities? See Attached

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Bruce Hanson II 9-30-2015
 Signature of Applicant Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

1) I have been involved with the city of Corinth since 2009, as a councilman from 2009 to 2013, and as a planning and zoning commissioner from 2013 to the present. I have experience working in this setting, and working with the city comprehensive plan and unified development code. The city is at a crucial point in the build out process, and as I-35E, FM2181, and FM2499 get completed, the commercial properties are going to develop. I believe it is important to apply the vision of our comprehensive plan to all zoning and site planning requests, and to consider carefully necessary changes in that vision as the regional market conditions change.

2) Corinth is currently mainly a bedroom community, with some very good recreational opportunities in place. There are some businesses, and very few (3 or 4) restaurants, and a moderate mix of other businesses. The I 35 corridor, and the 2181-2499 and Lake Sharon-2499 intersections are the remaining major commercial areas to develop. My vision for Corinth is to foster development of restaurants and small to midsize retail shops, as well as possibly some office campus development in those areas. The EDC can be a driver to attract those businesses, and in fact has presented a conceptual plan to work with the landowners along I-35E to make that vision a reality. The planning and zoning commission is integral to this process, by insuring that proposed development in the areas work with the comprehensive plan and UDC, and meet that vision.

3) my approach to economic development is to promote a vision/plan for the commercial areas we have left, and once that plan is in place to actively solicit businesses and developers to buy in to that plan so that they will consider locating here (in Corinth). Then use the financial capabilities of the EDC to help bridge gaps when developers want to locate here.

4) sit down restaurants (not fast food joints), small to medium sized retail shops (no big boxes, there really is no longer any room for them, and many exist already in the immediately surrounding area), and small to midsize office spaces. See 3) above for how to attract them.

5) we have great facilities now. As our city moves to build out, it is essential to continue building in greenspace in the residential neighborhoods (yet to be built), and to maintain our existing parks at a high level. A lot of thought and effort should be put into creating the trail system that has been master planned for some time.



VOLUNTEER OPPORTUNITIES

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Applicants name will be placed on the agenda for consideration, so forms *must* be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence. Resume preferred but not mandatory.

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Jerry Blazewicz Phone (h): 940 391 3204/Cell
 Address: 2205 Quail Run Phone (work or cell) 940 497 4949
 Address: mailing address - Box 784 Lake Dallas E-Mail Address Jerryblazewicz@qmail.com
 Resident of Corinth since 1982 (mm/yy) FAX (h/w): _____
 Voter Registration ID# lost my card DOB 4/19/1951
 Occupation or area of expertise: (Attach copy of resume or expertise summary): _____
 Previous public service and entity served: TRUSTEE - LINDS 18yrs - CEDC - 5 yrs
 Have you ever attended any public meeting of the City? Council / P&Z / PubA / EDC
 Previous Civic involvement; position held, if any: Lake Cities Ed. Foundation 15yrs - L.C. Chamber 20 yrs
 On which of the following Boards, Commissions, or Committees do you have an interest in serving? In Assoc. 10 yrs areas of multiple interests please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- Board of Construction Appeals
- Corinth Economic Development Corporation
- Keep Corinth Beautiful
- Citizen Finance Audit Committee
- Ethics Committee
- Planning and Zoning Commission
- Zoning Board of Adjustment
- Other _____

Please use the balance of this space as well as the back to answer the following questions:

1. State the reason for your interest and explain expertise you would be able to offer to further the purpose of the group. Local business owner for 35 years, involved in many local real estate projects, and familiar w/ budgets.
2. What is your vision for Corinth? Increase mom & pop business and increase identity of Corinth.
3. Explain your approach to economic development in Corinth? Expand tax base
4. What businesses would you like to see in Corinth, how would you attract them and why? _____
5. What are your views on Parks and Recreational facilities? Very valuable to City

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Signature of Applicant

Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

Print**Volunteer Form - Submission #2592****Date Submitted: 3/30/2015****VOLUNTEER OPPORTUNITIES**

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com, Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

First Name

Charles (Chuck)

Last Name

Mills

Address1

2102 Redrock dr.

Address2**City**

Corinth

State

TX

Zip

76210

Home Phone

940-239-9455

Work (or Cell) Phone

512-635-2568

Resident of Corinth since: (mm/yy)

of and on since 1982

Fax

940-497-0684

Voter Registration #

1197073962

Date of Birth

5/4/1948

Occupation or Area of Expertise

Retired Teacher / coach also construction sales

Previous Public Service and Entity Served

none

Have you ever attended a public meeting of the City?*

- Yes
 No

Previous Civic Involvement; Position Held, if any?

none

On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- | | |
|--|--|
| <input type="checkbox"/> Board of Construction Appeals | <input checked="" type="checkbox"/> Zoning Board of Adjustment |
| <input checked="" type="checkbox"/> Corinth Economic Development Corporation | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Keep Corinth Beautiful | <input type="checkbox"/> Ethics Committee |

State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group:

having lived at 1702 Timber Ridge, 2102 Redrock, corner of Fritz Ln. and Meadows and Fairview dr. from 1982 to present I have seen Corinth grow and start to have an identity beyond being a suburb of Denton. The actions taken today will greatly influence the growth and direction of the city. What type of city do we want.

What is your vision for Corinth?

Because of the large areas of undeveloped land in the city limits we have to make sure the city grows and attracts quality businesses that add to the quality of life of the citizens.

Explain your approach to economic development in Corinth:

Being an ex-college coach I know that you have to recruit the type of businesses and construction that are needed for the community. You cannot wait for them to show up / we have other cities (close) who are trying to get the same businesses. We also have to help the tax base, so it is not just hometop the city is depending on. Help businesses understand how Corinth is the right place for them.

What businesses would you like to see in Corinth, how would you attract them, and why?

I think the type of businesses will be determined by the plan that is set forward by the city. If they can see the type of development that is going to make them profitable, they will come. Businesses have needs the city that best helps meet those needs will get the business. The Citizens of the community also have needs they and it is the city's responsibility to meet those needs the best they can.

What are your views on Parks and Recreational facilities?

Having taken care of some type of facility for athletics most of my career to do it right takes a tremendous amount of money. I go to Football, Soccer, baseball games that my grandkids plays in. The ones that are taken care of are full all the time at a premium rate. When you build a facility the first thing you have to build into the budget is quality maintenance. Do not build more than you are willing to maintain. This takes man power, equipment, water, and all these must be done on a regular bases, not every once and a while. It's great to say you want a facility or need, but do you have the money it takes to maintain. Nothing is worse than bringing in people from other town and having a poor maintained facility. It speaks poorly of the city and it citizens. It makes a Statement that you are willing to accept less than the best. That means trash everyday, paint, scoreboards, lights, stands, fences are all maintained at a constant high level.

Electronic Signature

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

First Name

Charles

Last Name

Mills

Date

3/30/2015

Kim Pence

From: noreply@civicplus.com
Sent: Thursday, March 31, 2016 2:25 PM
To: Kim Pence
Subject: Online Form Submittal: Board Application Form

Board Application Form

Please complete the online form below.

Personal Information

Select the Board,
Commission, or
Committee applying for: Corinth Economic Development Corporation

Name: Grady E Ray

Home Address: 1708 Villa Ct., Corinth, TX. 76210

Home Phone Number: 915-204-1207

Business Address: 4251 FM 2181, Ste. 230-143; Corinth, TX. 76210

Business Phone Number: 940-220-9773

Occupation: Logistics / Freight Broker

Email Address: grady.e.ray@gmail.com

Residency Information

Length of Residency in
Corinth: Since 2010

Are you a registered
voter: Yes

Education and Hobbies

High School: Big Spring High School; Big Spring, TX.

College: UTEP

Trade or Business School: BBA in Finance

Hobbies: Tennis, movies, outdoor (hiking, kayaking)

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which: Recently served on the Board of the Denton Morning Rotary Club (held at the Oakmont CC.)

Have you served on a Board, Commission, or Committee before? Yes

If yes, which: several years ago back in El Paso, TX. prior to 2010

Please list organization memberships and positions held: Sunturians Leadership El Paso UTEP Alumni Association El Paso Airsho Lighthouse for the Blind President of my fraternity in College (Kappa Sigma)

Please List Areas of Special Interest: Outdoor beautification Quality of life issues Homeless issues Mental Health issues

Please Enter Basic Resume Information Below: 1975 for 14 years - Banking. From installment load collector to bank president. Approx. 1989 - went in as a limited partner in a local electronic security company, Later sold it. Approx. 1996 - went to work with my wife's step father in the freight brokerage business. Later on bought him out. Approx. 5 years ago, signed on as an agent with England Logistics; based out of Salt Lake City. England is a wholly owned subsidiary of CR England Transportation.

Kim Pence

From: noreply@civicplus.com
Sent: Tuesday, May 03, 2016 5:11 PM
To: Kim Pence
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com, Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

| | |
|---------------------------------------|-----------------------------|
| First Name | Beverly |
| Last Name | Henley |
| Address1 | 2204 Creek Crossing Dr. |
| Address2 | <i>Field not completed.</i> |
| City | Corinth |
| State | Texas |
| Zip | 76210-3606 |
| Home Phone | <i>Field not completed.</i> |
| Work (or Cell) Phone | 214-215-1498 |
| Resident of Corinth since: (mm/yy) | April 2007 |
| Fax | <i>Field not completed.</i> |
| Voter Registration # | 1086284898 |
| Date of Birth | 04/11/1953 |

| | |
|--|--|
| Occupation or Area of Expertise | Semi-Retired Funeral Director and Funeral Home Owner |
| Previous Public Service and Entity Served | Currently serve as a auxiliary member of the Appraisal Review Board for Denton Appraisal District. |
| Have you ever attended a public meeting of the City? | Yes |
| Previous Civic Involvement; Position Held, if any? | Served as a board member on the Selective Service Board. Have been a volunteer for the Corinth PD as a VIP and CPA for the last 4 years. |
| On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council. | Corinth Economic Development Corporation, Zoning Board of Adjustment, Planning and Zoning Commission |
| State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group: | As a citizen of Corinth, I love my town. I'd appreciate the opportunity to be a part of the future growth of Corinth. |
| What is your vision for Corinth? | I think Corinth is a wonderful place to live and I would personally like to see more business development that would appeal to families. I'd would also like to see more dollars that are spent, kept in Corinth. |
| Explain your approach to economic development in Corinth: | I'm not sure I could do anything better than what is being done by others who serve on the various committees but I am a team player and would appreciate the opportunity to participate in all aspects of development in Corinth. |
| What businesses would you like to see in Corinth, how would you attract them, and why? | Businesses that offer what families want in shopping and dining and could bring employment to Corinth. I'd appreciate the chance to work with others of like mindedness |

What are your views on
Parks and Recreational
facilities?

Parks and Rec are essential to a having an attractive and
healthy city. Corinth has many families and many pet owners
who would love more good parks and recreation services.

Electronic Signature

*As a registered voter in the City of Corinth, I am interested in being considered for
appointment to City Boards, Commissions or Committees when a vacancy occurs.*

First Name

Beverly

Last Name

Henley

Date

5/3/2016

Email not displaying correctly? [View it in your browser.](#)

Kim Pence

From: noreply@civicplus.com
Sent: Wednesday, May 04, 2016 11:04 AM
To: Kim Pence
Subject: Online Form Submittal: Volunteer Form

Volunteer Form

VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com, Departments, City Secretary, Volunteer forms. All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Act / Texas Public Information Act.

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

| | |
|---------------------------------------|-----------------------------|
| First Name | Kathleen |
| Last Name | Robertson |
| Address1 | 2106 Driskell Dr |
| Address2 | <i>Field not completed.</i> |
| City | Corinth |
| State | Tx |
| Zip | 76210 |
| Home Phone | <i>Field not completed.</i> |
| Work (or Cell) Phone | 940-595-0653 |
| Resident of Corinth since: (mm/yy) | 09/99 |
| Fax | <i>Field not completed.</i> |
| Voter Registration # | 1089902263 |
| Date of Birth | 09/10/1969 |

| | |
|--|--|
| Occupation or Area of Expertise | Contract and Product Management, Telecommunications (Verizon) |
| Previous Public Service and Entity Served | N/A |
| Have you ever attended a public meeting of the City? | Yes |
| Previous Civic Involvement; Position Held, if any? | N/A |
| On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council. | Corinth Economic Development Corporation |
| State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group: | I would like to be involved in my city's managed growth and serve my neighbors from a civic perspective. I have a B.S. in BCIS from UNT and 25+ years of corporate experience, including more than a decade in contract management and more than five years in product management. |
| What is your vision for Corinth? | Corinth has a unique opportunity to establish itself as a shining example of small-town America meets family-oriented economic development. The community of citizens has several parks and extra curricular activities available to it, but limited entertainment and shopping choices within city limits. Corinth can benefit from carefully planned shopping and restaurant facilities, and enhance existing facilities with the revenue received from the newer facilities. Corinth could also utilize a growing base of students for volunteer opportunities to assist the city, and for participation in community-sponsored events. A city scholarship could be established to encourage student involvement. I would love to see Corinth highlighted statewide, and eventually nationally, as an example of the return of a citizen-involved, family-oriented, and proud community of neighbors. |

Explain your approach to economic development in Corinth:

Corinth should focus on restaurant and shopping development within the city limits, to increase the city's revenue from taxes. Development of an outdoor family-oriented shopping center similar to the Highland Village shopping area (at FM 407 and FM 2499) should be a priority for the city. Regular city-sponsored family-oriented events should be scheduled at/near the shopping center to draw customers from surrounding areas. Corinth should also consider limiting multi-dwelling unit residential growth to maintain the current small-town, neighborly feeling, and avoid population congestion. Corinth should also increase its sales-taxed base of companies to allow for continued economic growth.

What businesses would you like to see in Corinth, how would you attract them, and why?

Corinth should focus on retail shopping centers and restaurants for growth. The city's recent 14th Safest City in Texas rating offers an immediate attraction to developers and to customers, and the expansions of FM 2181/Swisher and I-35E are also advantages. The City's location between a college town and the northern DFW area provides us a unique advantage to draw a wide range of potential customers. Unique restaurants and stores not available in Denton, Lewisville, Flower Mound, or Highland Village, and some chain restaurants/stores that aren't currently in the Lake Cities area should be considered for development.

What are your views on Parks and Recreational facilities?

Parks and Recreational facilities should be a priority focus to maintain a family-oriented community. Monies should be spent on the facilities to continually develop and maintain them, but we should also encourage community members to become involved in maintaining the facilities. Outdoor facilities should be well lit, patrolled regularly by police officers, and should afford the neighborhood the opportunity to take pride in their appearance and safety. Indoor facilities should be available to community members, with supervision, each day. Citizens should be encouraged to use both facility types for birthday parties, company outings, and planned activities.

Electronic Signature

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

| | |
|------------|-----------|
| First Name | Kathleen |
| Last Name | Robertson |
| Date | 5/4/2016 |

Email not displaying correctly? [View it in your browser.](#)

Kim Pence

From: noreply@civicplus.com
Sent: Tuesday, May 24, 2016 1:04 PM
To: Kim Pence
Subject: Online Form Submittal: Board Application Form

Board Application Form

Please complete the online form below.

Personal Information

Select the Board,
Commission, or
Committee applying for: Corinth Economic Development Corporation

Name: Bradley Hinson

Home Address: 2303 Regina Dr, Corinth TX 76210

Home Phone Number: 940-367-0698

Business Address: 3001 FM 2181 Suite 500, Corinth TX 76210

Business Phone Number: 940-321-7033

Occupation: Financial Advisor

Email Address: Bradley.p.hinson@gmail.com

Residency Information

Length of Residency in
Corinth: 17 years

Are you a registered
voter: Yes

Education and Hobbies

| | |
|--|--|
| High School: | Haltom High School - Haltom City Texas |
| College: | University of North Texas |
| Trade or Business School: | <i>Field not completed.</i> |
| Hobbies: | <i>Field not completed.</i> |
| Organization Membership Information | |
| Are you currently serving on other Boards, Commissions, or Committees? | No |
| If yes, which: | <i>Field not completed.</i> |
| Have you served on a Board, Commission, or Committee before? | No |
| If yes, which: | <i>Field not completed.</i> |
| Please list organization memberships and positions held: | <i>Field not completed.</i> |
| Please List Areas of Special Interest | <i>Field not completed.</i> |
| Please Enter Basic Resume Information Below | Financial Advisor with Edward Jones since 2014 Vice President positions for CitiMortgage, JP Morgan Chase, REDC and Wingspan Financial primarily focused on Risk Management, Strategy Development and Operations for default mortgage services for 18 years prior to joining Edward Jones. |

Hello Kim

I completed my application to be considered for the Corinth Economic Development Board yesterday but would like to add a brief reason why I would like to contribute my time to the position.

My Emily and I moved to Corinth in July of 1999 right after we were married and over the last 17 years we have seen our city grow in a number of ways. Unfortunately the commercial growth of Corinth has not kept pace with the growth of the number of families that have chosen to call Corinth home. While we have had some development, I believe we are poised to expend in along FM 2181 and I35 over the next several years. Currently Corinth residence take advantage of the FM 2499 route into Highland Village to shop, have dinner and take in a movie or battle I35 and go to Denton for a slightly more eclectic experience. I believe the citizens of Corinth (and Lake Cities) deserve a 3rd option in Corinth that keeps our sales tax "at home" and helps provide for increased City services. I believe our city has a lot to offer to not only our families but to economic partners as well. I would like to see Corinth add additional retail, restaurants and lodging to rival what is in the Highland Village area on an appropriate scale for our city.

As I stated above we have lived here for 17 years and have planted our roots here. During those 17 years my parents and sister/brother-in-law have joined us in Corinth and we have made many friends in our community. Our daughters attend Corinth Classical Academy and my wife is a former teacher with LDISD. This past March I was fortunate enough to move by office from Denton to Corinth where I am now located on FM 2181.

In our free time, our family enjoys cheering for each other at Soccer and Softball games, riding/running the trails at Corinth Park and spending time with our family and friends.

Thank you for your consideration.

Brad Hinson

Financial Advisor

3001 FM 2181 Suite 500

Corinth TX 76210

940-321-7033

www.edwardjones.com/brad-hinson