



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH  
Thursday, October 3, 2019, 5:45 P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

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**CALL TO ORDER:**

**WORKSHOP BUSINESS AGENDA**

1. Review the Phase One Rail Stop Study.
2. Presentation of the North Central Texas Council of Governments Metropolitan Transportation Plan Policy Bundle.
3. 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.

**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 & TEXAS PLEDGE:**

**"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".**

Proclamation: National Community Planning Month

**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 Agreement with the City of Corinth and the Lake Cities for Mutual Aid.

2. Consider approval of the Fourth Amendment to the Tower Lease Agreement for Metroplex Telephone Company, (and their successors), at 3031 Meadowview Dr. and allow the City Manager to sign any necessary documents.

### **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.

### **BUSINESS AGENDA**

3. Consider and act on an Ordinance approving the Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth Texas by and between the City of Corinth and Community Waste Disposal.
4. Consider and act on an ordinance amending section 52.07 of the Code of Ordinance relating to charges for certain refuse, recycling, and household hazardous waste services and providing an effective date of January 1, 2020.
5. Consider and act upon a resolution to implement and enforce the Texas state rule on locally enforced motor Vehicle Idling Limitations and to approve entering into a Memorandum of Agreement (MOA) with the Texas Commission on Environmental Quality to enforce this rule locally.
6. Consider and act upon a resolution adopting a Complete Streets Policy.

### **COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

### **CLOSED SESSION**

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above 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.

**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.

- a. Right of Way for Lake Sharon Alignment
- b. Right of Way for North Corinth Street Alignment
- c. Right of Way for NCTC Way

**d. Potential acquisition of real property along Corinth Parkway and Lynchburg Creek for drainage improvements, infrastructure improvements, open space and transit related facilities.**

**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.

**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.

**a. Project Pampa**

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

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

**ADJOURN:**

Posted this 27th day of September, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

**WORKSHOP BUSINESS ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** Transit Stop Study  
**Submitted For:** Bob Hart, City Manager      **Submitted By:** Kim Pence, City Secretary  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:**

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**AGENDA ITEM**

Review the Phase One Rail Stop Study.

**AGENDA ITEM SUMMARY/BACKGROUND**

Receive a presentation and update and hold a discussion on the construction of a rail stop in the Tax Increment Reinvestment Zone (TIRZ) and Transir Oriented Development (TOD) District. Represenatives from DCTA and LAN Engineers will present the draft phase 1 study.

**RECOMMENDATION**

N/A

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**WORKSHOP BUSINESS ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** MTP Policy Bundle Presentation  
**Submitted For:** Helen-Eve Liebman, Director      **Submitted By:** Ben Rodriguez, Manager  
**Finance Review:** N/A      **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development

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**AGENDA ITEM**

Presentation of the North Central Texas Council of Governments Metropolitan Transportation Plan Policy Bundle.

**AGENDA ITEM SUMMARY/BACKGROUND**

Staff will make a presentation on policy items needed to qualify for funding under NCTCOG's Metropolitan Transportation Plan.

**RECOMMENDATION**

N/A

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**PROCLAMATION**

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** Proclamation: National Community Planning Month  
**Submitted For:** Helen-Eve Liebman, Director  
**Submitted By:** Patrick Hubbard, Development Coordinator  
**Finance Review:** N/A **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Citizen Engagement & Proactive Government  
Organizational Development

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**AGENDA ITEM**

Proclamation: National Community Planning Month

**AGENDA ITEM SUMMARY/BACKGROUND**

Every year, the American Planning Association invites cities to participate in National Community Planning Month during October. City of Corinth is seeking to participate in this annual event through issuing a proclamation.

This year's theme "*Planning for Infrastructure That Benefits All*" highlights how well-planned infrastructure projects (including roadways, transportation systems, housing, parks, and even broadband networks) strengthen communities, boost the economy, expand opportunity, and promote equitable development.

**RECOMMENDATION**

N/A

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**Attachments**

NCPM Proclamation

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## NATIONAL COMMUNITY PLANNING MONTH PROCLAMATION

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and planners can help manage this change in a way that provides better choices for how people live, work, and play; and

**WHEREAS**, community planning provides an opportunity for all residents to be equally involved in making choices that determine the shared-vision of their neighborhoods; and

**WHEREAS**, realizing the full benefits of planning requires the leadership of public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our neighborhoods and environment; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Corinth; and

**WHEREAS**, we recognize the many valuable contributions made by professional community and regional planners of the City of Corinth and extend our heartfelt thanks for the continued commitment to public service by these professionals;

**NOW, THEREFORE**, BE IT RESOLVED THAT, the month of October 2019 is hereby designated as **Community Planning Month** in the City of Corinth in conjunction with the celebration of National Community Planning Month.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in witness thereof.

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

ATTEST:

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

**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** Interlocal Agreement for Mutual Aid  
**Submitted For:** Jerry Garner, Police Chief  
**Finance Review:** N/A  
**City Manager Review:** **Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive  
Government  
Regional Cooperation  
Organizational Development

**Submitted By:** Kim Pence, City Secretary  
**Legal Review:** Yes

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**AGENDA ITEM**

Consider and act on an Interlocal Agreement with the City of Corinth and the Lake Cities for Mutual Aid.

**AGENDA ITEM SUMMARY/BACKGROUND**

This Interlocal Cooperation Agreement for Police Mutual Aid formalizes the cooperative and collaborative working arrangement that exists among the police departments of Corinth, Lake Dallas, and Hickory Creek. It establishes the duties and responsibilities of each assisting agency when a neighboring agency requires assistance for a natural or manmade disaster or other event requiring more law enforcement resources than the local agency has available. It updates existing agreements made among the jurisdictions in the 1980s. It addresses the supervision, authority, and liability of police personnel operating outside of their own jurisdiction. This kind of agreement is typical among neighboring law enforcement agencies.

**RECOMMENDATION**

Staff recommends approval of the Interlocal Agreement.

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**Attachments**

Interlocal Agreement

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STATE OF TEXAS

COUNTY OF DENTON

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**INTERLOCAL COOPERATION AGREEMENT  
FOR POLICE MUTUAL AID**

This **Interlocal Cooperation Agreement for Police Mutual Aid** ("**Agreement**") is entered as of the Effective Date by and among the **City of Lake Dallas** ("**Lake Dallas**"), a Texas home rule municipality, the **City of Corinth** ("**Corinth**"), a Texas home rule municipality, and the **Town of Hickory Creek** ("**Hickory Creek**"), a Texas Type A general law municipality. Lake Dallas, Corinth, and Hickory Creek are referred to hereafter collectively as "Parties" and separately as "the Party."

**RECITALS**

**WHEREAS**, it is the responsibility of the governments of Lake Dallas, Corinth and Hickory Creek to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, Lake Dallas, Corinth and Hickory Creek have determined it is to the mutual advantage and benefit of each of the Parties to render police services to the other Parties in the case of an emergency or when requested by a Requesting Party; and

**WHEREAS**, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

**NOW, THEREFORE**, for the mutual consideration hereinafter stated the Parties agree as follows:

**AGREEMENT**

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

*Effective Date* means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

*Emergency* shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

*Jurisdiction* with respect to each Party means that Party's incorporated city limits.

*Mutual Aid* shall have the meaning assigned to that phrase in Section 4, below.

*Police Chief* shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

**Requesting Party** means the Party requesting Mutual Aid assistance under this Agreement.

**Responding Party** means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. **Term; Early Termination.**

- a. **Term.** The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2020. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1, 2020, and on each October 1<sup>st</sup> thereafter until terminated in accordance with this Agreement.
- b. **No-Fault Termination.** In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Parties not later than ninety (90) days prior to the date of termination set forth in the notice.
- c. **Effect on Non-Terminating Parties.** The termination of participation in this Agreement by only one Party pursuant to Section 2.b. shall not result in the termination of this Agreement as long as neither of the non-terminating Parties also terminates its participation in this Agreement.

3. **Adequate Coverage for Own Jurisdiction.** The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. **Mutual Aid.** In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify either or both of the other Parties. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

- a. The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.
- b. Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.

- c. All general direction relative to the work will be given by the appropriate officers of the Requesting Party.
- e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.
- f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction, unless circumstances dictate otherwise.
- g. All follow-up investigation for all offenses will be conducted by the Requesting Party.
- h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:
  - i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.
  - ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

**4. Authority of Responding Party's Officers.**

- a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.
- b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. **Report Required.** Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.
6. **Agency Policy and Procedures.** When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.
7. **Party Liability.**
  - a. **Lake Dallas.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Lake Dallas under Texas or Federal law, or any other defenses Lake Dallas is able to assert under Texas or Federal law, Lake Dallas agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Lake Dallas' officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.
  - b. **Corinth.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Corinth's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
  - c. **Hickory Creek.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek is able to assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of Hickory Creek's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.
  - c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of two or more of the Parties, such shall be borne by the Parties against whom the claim is made comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by such Parties.
  - d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority

("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:

- i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and
  - ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by one or more of the other Parties, the Party making the application agrees to distribute to the other Parties the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used; provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.
- e. **No Waiver of Immunity**. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

## 8. **Compensation**.

- a. **Employee Compensation**. A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Responding Party's jurisdiction where the employees are regularly employed.
- b. **Worker's Compensation**. Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.

- c. **Employee Injuries.** All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.
9. **Administration.** It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.
10. **Miscellaneous.**
- a. **Notices.** Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

City of Lake Dallas, Texas  
 212 Main Street  
 Lake Dallas, Texas 75065  
 Attn: Police Chief

To Corinth:

City of Corinth, Texas  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
 Attn: Police Chief

With Copy to:

Kevin B. Laughlin  
 Nichols, Jackson, Dillard, Hager & Smith, LLP  
 500 N. Akard, Suite 1800  
 Dallas, Texas 75201

With Copy to:

Patricia Adams  
 Messer, Fort & McDonald, PLLC  
 6371 Preston Rd., Suite 200  
 Frisco, Texas 75201

To Hickory Creek:

Town of Hickory Creek, Texas  
1075 Ronald Reagan Ave.  
Hickory Creek, Texas 75065  
Attn: Police Chief

With Copy to:

Dorwin L. Sargent, III  
Hayes Berry White Vanzant  
512 West Hickory, Suite 100  
Denton, Texas 76201

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.
- c. **Relationship.** It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.
- d. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- e. **Amendment.** This Agreement may only be amended by written agreement of the Parties.
- f. **Headings; "Includes."** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.
- g. **Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or

portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

- h. Assignment.** No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.
- i. Force Majeure.** No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized by the Parties' respective governing body to sign this Agreement for that Party.
- l. Payment with Current Funds.** Each Party represents that it will pay for the Party's costs incurred in association with the Party's provision of services pursuant to this Agreement from current funds available to the performing Party.

(Signatures on Following Pages)



*City of Lake Dallas Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF LAKE DALLAS**

By: \_\_\_\_\_  
John Cabrales, Jr., City Manager

ATTEST

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

\_\_\_\_\_  
Daniel Carolla, Chief of Police

*City of Corinth Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF CORINTH**

By: \_\_\_\_\_  
Bob Hart, City Manager

ATTEST

\_\_\_\_\_  
Kim Pence, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Patricia Adams, City Attorney

\_\_\_\_\_  
Jerry Garner, Chief of Police

*Town of Hickory Creek Signature Page*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF HICKORY CREEK, TEXAS**

By: \_\_\_\_\_  
John M. Smith, Jr., Town Administrator

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dorwin L. Sargent, III, Town Attorney

\_\_\_\_\_  
Carey Dunn, Chief of Police

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** Fourth Amendment to Tower Lease Agreement with New Cingular Wireless PCS, LLC  
**Submitted For:** Brett Cast, Engineering Services Coordinator  
**Submitted By:** Brett Cast, Engineering Services Coordinator  
**Finance Review:** Yes **Legal Review:** Yes  
**City Manager Review:**  
**Strategic Goals:** Infrastructure Development  
Economic Development  
Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider approval of the Fourth Amendment to the Tower Lease Agreement for Metroplex Telephone Company, (and their successors), at 3031 Meadowview Dr. and allow the City Manager to sign any necessary documents.

**AGENDA ITEM SUMMARY/BACKGROUND**

In 1994 the City of Corinth entered into a lease agreement with Metroplex Telephone Company. This lease has subsequently been amended three times in order to add additional equipment. Amendment number four will also increase the amount of equipment on the water tower. The lease payment made out to the City will increase by Three Hundred Dollars (\$300.00) per month. This will increase the monthly lease payment to Three Thousand One Hundred and Ninety Four Dollars and Forty-Seven Cents (\$3,194.47). This rate increase is in line with the recent lease rate increase that the city has had on this particular tower. The proposed Amendment Four will allow for the addition of three additional remote radio units and one power cable, as well the replacement of some existing equipment.

**Analysis:**

This proposed amendment helps prevents the construction of other towers in other locations within the city. Additionally, this amendment represents a revenue increase for the city. Staff has worked with the cellular provider to ensure that there are no additional safety risks associated with the additional loads placed on the tower. Their engineer was able to provide an analysis that no issues arose and staff had Freese & Nichols review the structural analysis. Which was subsequently paid for by the cellular provider.

**Legal Review:**

Agenda Item was reviewed by legal council.

**RECOMMENDATION**

The Engineering Division recommends approval of the amendment.

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**Fiscal Impact**

**Source of Funding:** Revenue

**FINANCIAL SUMMARY:**

This amendment will increase monthly revenue by three hundred dollars (\$300.00/month).

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**Attachments**

4th Lease Agreement  
Plans and Analysis

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## FOURTH AMENDMENT TO TOWER LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER LEASE AGREEMENT (“**Fourth Amendment**”), dated as of the latter of the signature dates below (**the “Effective Date”**), is by and between City of Corinth, a Texas municipal corporation having a mailing address of 3300 Corinth Parkway, Corinth, TX 76208 (“**Landlord**”) and New Cingular Wireless PCS, LLC a Delaware limited liability company, as successor in interest to Metroplex Telephone Company, a Texas general partnership having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319, (“**Tenant**”).

**WHEREAS**, Landlord and Tenant entered into a Tower Lease Agreement dated June 16, 1994, and amended by First Amendment to Tower Lease Agreement dated July 17, 2013, Second Amendment to Tower Lease Agreement dated August 31, 2015, and Third Amendment to Tower Lease Agreement dated June 19, 2017 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3031 Meadowview Drive Corinth, Texas 76210 (collectively, as **modified**, the "**Agreement**"); and

**WHEREAS**, original lease listed space on the tower to be located on the real property located at 3011 Parkridge (street, address), in the City of Corinth, Texas 762058 and is now list at a new address of 3031 Meadowview Drive Corinth, Texas 76210: and

**WHEREAS**, the tower has not moved from the original location described in Exhibit A of the original lease, and

**WHEREAS**, Landlord and Tenant desire to adjust the rent in conjunction with the modification to the Agreement contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to allow for the installation of three (3) additional remote radio units and one (1) 7/8-inch DC Power Cable, replacement of six (6) existing antennas with six (6) like kind antennas, and replacement of six (6) existing remote radio units with six (6) like kind remote radio units; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly; and

**WHEREAS**, the **Construction Plans**, dated **March 22, 2019** attached hereto as **Exhibit “A”** and the **Structural Analysis**, dated **June 21, 2019**, attached hereto as **Exhibit “B”** are incorporated herein by reference and made a part hereof of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Rent.** Commencing on July 1, 2019 (the "Rent Commencement Date"), Rent shall be increased by Three Hundred Dollars (\$300.00) per month. Upon the Rent Commencement Date the rent shall be Three Thousand One Hundred Ninety Four & 47/100 dollars (**\$3,194.47**) per month, subject to all increases and adjustments as provided in the Agreement.
2. **Additional Equipment.** This Agreement is amended as follows: Landlord consents to the installation and operation of three (3) additional remote radio units (RRUS-4415 B25) and one (1) additional 7/8-inch DC power cable on the leased property. Landlord further consents to the replacement of six (6) existing antennas with six (6) like kind antennas and the replacement of six (6) existing radio units with six (6) like kind radio units. A total of eighteen (18) remote radio units and (6) DC power cables will exist on the tower resulting from this Fourth Amendment in exchange for the increase in rent.
3. **Notices.** Section 13 of the Agreement, as modified by the Third Amendment to Tower Lease Agreement, is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:           New Cingular Wireless PCS, LLC  
                                  Attn: AT&T Network Real Estate Administration  
                                  Re: Cell Site#: DX0250; Cell Site Name: Corinth (Parkridge) (TX)  
                                  Fixed Asset No.: 10077873  
                                  1025 Lenox Park Blvd NE  
                                  3<sup>rd</sup> Floor  
                                  Atlanta, GA 30319

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

                                  New Cingular Wireless PCS, LLC  
                                  Attn: AT&T Legal Department  
                                  Re: Cell Site#: DX0250; Cell Site Name: Corinth (Parkridge) (TX)  
                                  Fixed Asset No.: 10077873  
                                  208 S. Akard Street  
                                  Dallas, Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:       City of Corinth  
                                  Attn: Engineering Services Coordinator

2003 South Corinth Street  
Corinth, TX 76205

With copy to: City of Corinth  
Attn: Public Works Business Manager  
2003 South Corinth Street  
Corinth, TX 76205

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

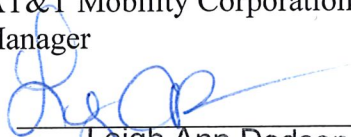
**“LANDLORD”**

City of Corinth, Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By:   
Name: Leigh Ann Dodson  
Title: Area Manager - RE&C  
Date: NTX Network Ops

7/17/19



**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

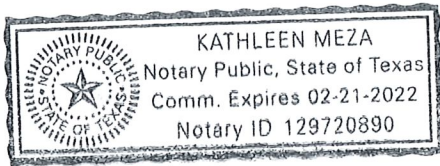
TENANT ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Leigh Ann Dodson, who, being duly sworn on their oath, deposed and made proof to my satisfaction that they are the person named in the within instrument; and acknowledged to me that he executed the same in his authorized capacity as officer of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, and that by his signature on the instrument the entities upon behalf of which he acted, executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of July, 2019.



Kathleen Meza  
Notary Public: \_\_\_\_\_  
My Commission Expires: 2-21-22

LANDLORD ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

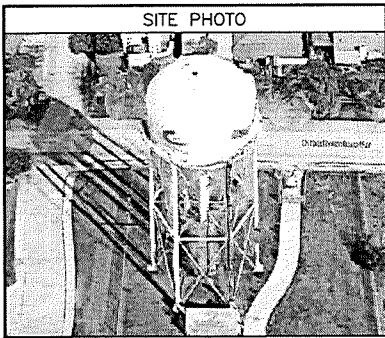
I CERTIFY that on \_\_\_\_\_, 2019, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**[ATTACHED]**

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



SITE PHOTO



**SITE NAME:** CORINTH (PARKRIDGE)  
**FA #:** 10077873  
**SITE ID:** DXL00250  
**ADDRESS:** 3011 PARKRIDGE  
CORINTH, TX 76210  
**PACE:** MRNTX040375  
**PTN:** 3012A0GLAV  
**PROJECT:** LTE 6C/ ANTENNA MODS  
**STRUCTURE:** WATER TANK



**PROJECT INFORMATION**

**SITE NAME:** CORINTH (PARKRIDGE)  
**COUNTY:** DENTON  
**ADDRESS:** 3011 PARKRIDGE  
CORINTH, TX 76210  
**JURISDICTION:** CITY OF CORINTH  
**PARCEL ID:** R122464

**SITE NUMBER:** DXL00250  
**FA NUMBER:** 10077873  
**PACE NUMBER:** MRNTX040375

**LATITUDE:** 33° 8' 8.3004" (33.1356389°) N  
**LONGITUDE:** 97° 3' 46.4004" (-97.0628889°) W

**BUILDING OWNER:** CITY OF CORINTH  
3300 CORINTH PARKWAY  
CORINTH, TX 76210

**APPLICANT/LESSEE:** AT&T MOBILITY  
5001 EXECUTIVE PKWY  
SAN RAMON, CA 94583

**RF ENGINEER:** AT&T MOBILITY  
5001 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583  
CONTACT: TEJA MANDEAVA

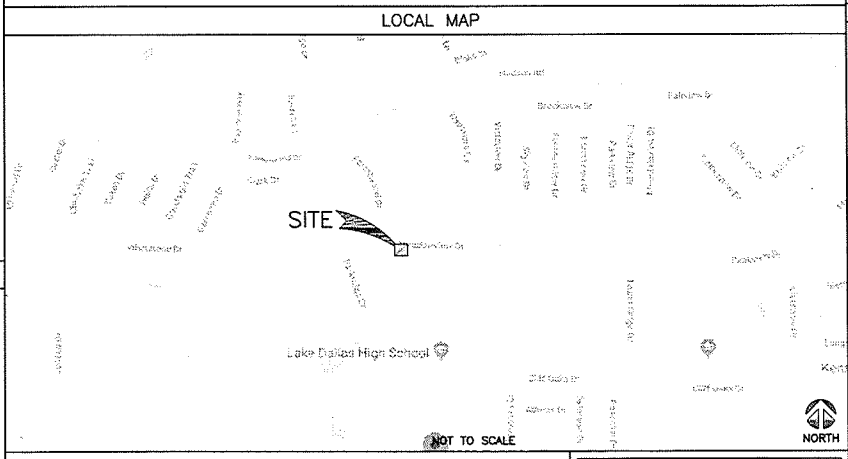
**SCOPE OF WORK**

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- REMOVE (3) SBNH-1065B FROM POSITION 1 (1 PER SECTOR, 3 SECTORS)
- REMOVE (2) DBXN-6565B-R24 FROM POSITION 2 (1 PER SECTOR, 3 SECTORS)
- REMOVE (2) RRUS-11/A2 FROM POSITION 4 (1 PER SECTOR, 3 SECTORS)
- REMOVE (3) RRUS-11 FROM POSITION 5 (1 PER SECTOR, 3 SECTORS)
- RELOCATE (3) SBNH-1065B ANTENNA FROM POSITION 4 TO POSITION 3 (1 PER SECTOR, 3 SECTORS)
- RELOCATE (3) RRUS-11 FROM POSITION 4 TO POSITION 5 (1 PER SECTOR, 3 SECTORS)
- RELOCATE (3) RRUS-32 FROM POSITION 5 TO POSITION 3 (1 PER SECTOR, 3 SECTORS)
- RELOCATE (3) RRUS-32 B66 FROM POSITION 4 TO POSITION 1 (1 PER SECTOR, 3 SECTORS)
- INSTALL (6) JAHN-008-R08-V3 ANTENNAS ON PROPOSED BRACKET-SB-2-2 BRACKETS IN POSITION 1 (2 PER SECTOR, 3 SECTORS)
- INSTALL (3) RRUS B14 4478 RADIOS IN POSITION 1 (1 PER SECTOR, 3 SECTORS)
- INSTALL (3) RRUS 4478 B5 RADIOS IN POSITION 1 (1 PER SECTOR, 3 SECTORS)
- INSTALL (3) RRUS 4475 B25 IN POSITION 5 (1 PER SECTOR, 3 SECTORS)
- INSTALL (1) 7/8" DC CABLE IN EXISTING DC POWER PLANT
- INSTALL (3) 25 AMP BREAKERS INSIDE THE EXISTING DC POWER PLANT

**DRAWING INDEX**

T1	TITLE SHEET
SP1	NOTES & SPECIFICATIONS
A1	COMPOUND PLAN
A2	SITE PLAN
A3	EXISTING EQUIPMENT PLAN
A3.1	PROPOSED EQUIPMENT PLAN
A4	TOWER ELEVATION
A5	ANTENNA PLAN
A6	ANTENNA & CABLE CONFIGURATION
A7	ANTENNA, RRUS AND MOUNTING DETAILS
A7.1	ANTENNA MOUNT DETAIL
A8	CABLE NOTES & COLOR CODING
G1	GROUNDING DETAILS



**DRIVING DIRECTIONS**

DIRECTIONS FROM: DEPART DALLAS/FORT WORTH INTERNATIONAL AIRPORT

HEAD NORTH ON INTERNATIONAL PKWY PARTIAL TOLL ROAD 4.0 MI. MERGE ONTO TX-121 N 3.8 MI. USE THE RIGHT 2 LANES TO TAKE THE TX-121 BUS EXIT TOWARDS LEWISVILLE 0.5 MI. CONTINUE ONTO TX-121 BUS N 3.0 MI. TURN LEFT TOWARDS S STEWMONS FWY 253 FT. CONTINUE ONTO S STEWMONS FWY 0.2 MI. USE THE LEFT LANE TO TAKE THE SLP ROAD ONTO I-35E N 0.1 MI. MERGE ONTO I-35E N 6.9 MI. EXIT ONTO S INTERSTATE 35 E/S STEWMONS FWY 0.2 MI. MERGE ONTO S INTERSTATE 35 E/S STEWMONS FWY 0.2 MI. TURN LEFT AT SWISHER RD 358 FT. CONTINUE ONTO TEASLEY DR 1.2 MI. TURN RIGHT ONTO MEADOWVIEW DR. ARRIVE AT SITE.

**TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN TEXAS CALL TEXAS 811**

TOLL FREE: 1-800-454-6005 OR [www.texas811.org](http://www.texas811.org)

**TEXAS STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE**

**Know what's below. Call before you dig.**

**PROJECT CONSULTANTS**

**PROJECT MANAGEMENT:** ERICSSON  
6300 LEGACY DRIVE  
PLANO, TX 75024  
CONTACT: MEGHAN CUNNINGHAM  
PHONE: (214) 695-8383  
EMAIL: MEGHAN.CUNNINGHAM@ERICSSON.COM

**SITE ACQUISITION ZONING:** ERICSSON  
6300 LEGACY DRIVE  
PLANO, TX 75024  
CONTACT: DREW PATTERSON  
PHONE: (713) 309-0461  
EMAIL: ROBERT.X.PATTERSON@ERICSSON.COM

**ENGINEER:** LEONARDO SFERRA  
GPD GROUP PROFESSIONAL CORPORATION  
520 SOUTH MAIN STREET, STE. 2531  
AKRON, OHIO 44311  
CONTACT: JAMES ORANT  
PHONE: (206) 204-7398

**CONSTRUCTION:** ERICSSON  
6300 LEGACY DRIVE  
PLANO, TX 75024  
CONTACT: ZACHARY HEWITT  
PHONE: (469) 562-7511  
EMAIL: ZACHARY.HEWITT@ERICSSON.COM

**CODE COMPLIANCE**

- 2015 INTERNATIONAL BUILDING CODE
- ANSI/TIA-222 STRUCTURAL STANDARD FOR ANTENNA STRUCTURES
- NFPA 750-LIGHTING PROTECTION CODE
- 2017 NFPA NATIONAL ELECTRICAL CODE

**REFERENCE MATERIALS**

- CONTRACTOR TO USE LATEST VERSION OF THE RFDS DATED 06/28/2018 WITH THE CD'S PER SCOPE OF WORK.

**SPECIAL NOTES**

- ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T CONSTRUCTION INSTALLATION GUIDE.
- EXISTING CONDITIONS WILL BE CHANGED & VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED & CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- THESE DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"x17" SHEET SIZE.
- STATEMENT THAT COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. -SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.

**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**REVISIONS**

REV.	DATE	DESCRIPTION	INITIALS
A	11/07/18	ISSUED FOR REVIEW	SG
0	03/22/19	ISSUED FOR CONST.	JA

NOT FOR CONSTRUCTION

STATE OF TEXAS

LEONARDO A. SFERRA  
128294  
LICENSED PROFESSIONAL ENGINEER

GPD Group, Professional Corporation  
Texas Registration No. 16477  
11/22/19

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE STATE OF TEXAS

LTE 6C  
10077873  
CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T1

**GENERAL CONSTRUCTION**

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:  
CONTRACTOR/CM - ERICSSON  
SUB-CONTRACTOR - T&T  
OWNER - AT&T WIRELESS
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE NEW WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION; ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADING. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEViate FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A TO 2-A-10-B-C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLOUGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 90 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.

28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
  29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
  30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
  31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
  32. THE NEW FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
  33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
  34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE NEW.
  35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
  36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
  37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
  38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
  39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
- ANTENNA MOUNTING**
40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANS/TIA-222 OR APPLICABLE LOCAL CODES.
  41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
  42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
  43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
  44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
  45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
  46. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
  47. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWN-TILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWN-TILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
  48. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.
  49. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
  50. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
- TORQUE REQUIREMENTS**
51. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
  52. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.  
A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.  
B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
- FIBER & POWER CABLE MOUNTING**
53. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING SUBJECT TO TRUNK CABLES IN A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
  54. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET, AN EXCEPTION WHERE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.
  55. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.
- COAXIAL CABLE NOTES**
62. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO

- ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
63. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
  64. CONTRACTOR SHALL CONFIRM COAX CABLE CODING PRIOR TO CONSTRUCTION.
  65. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
  66. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
  67. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
  68. CONTRACTOR SHALL GROUND ALL EQUIPMENT, INCLUDING ANTENNAS, RET MOTORS, TMA'S, COAX CABLES, AND RET CONTROL CABLES AS A COMPLETE SYSTEM. GROUNDING SHALL BE EXECUTED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND RECOMMENDATION.
  69. CONTRACTOR SHALL PROVIDE STRAIN-RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND RET CONTROL CABLES. CABLE STRAIN-RELIEFS AND CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
  70. CONTRACTOR TO VERIFY THAT EXISTING COAX HANGERS ARE STACKABLE SNAP IN HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SNAP IN HANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH NEW SNAP IN HANGERS IF APPLICABLE.

**GENERAL CABLE AND EQUIPMENT NOTES**

71. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMA'S, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
72. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
73. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
74. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS. USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.
75. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:  
A. TEMPERATURE SHALL BE ABOVE 50° F.  
B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.  
C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.  
D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
76. ALL CABLES SHALL BE GROUNDING WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.  
A. GROUNDING AT THE ANTENNA LEVEL.  
B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.  
C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.  
D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.  
E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
77. ALL NEW GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.

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LEONARDO A. SFERRA  
128294  
LICENSED PROFESSIONAL ENGINEER  
GPD Group, Professional Corporation  
Texas Registration No. 46477  
03/22/19  
DATE

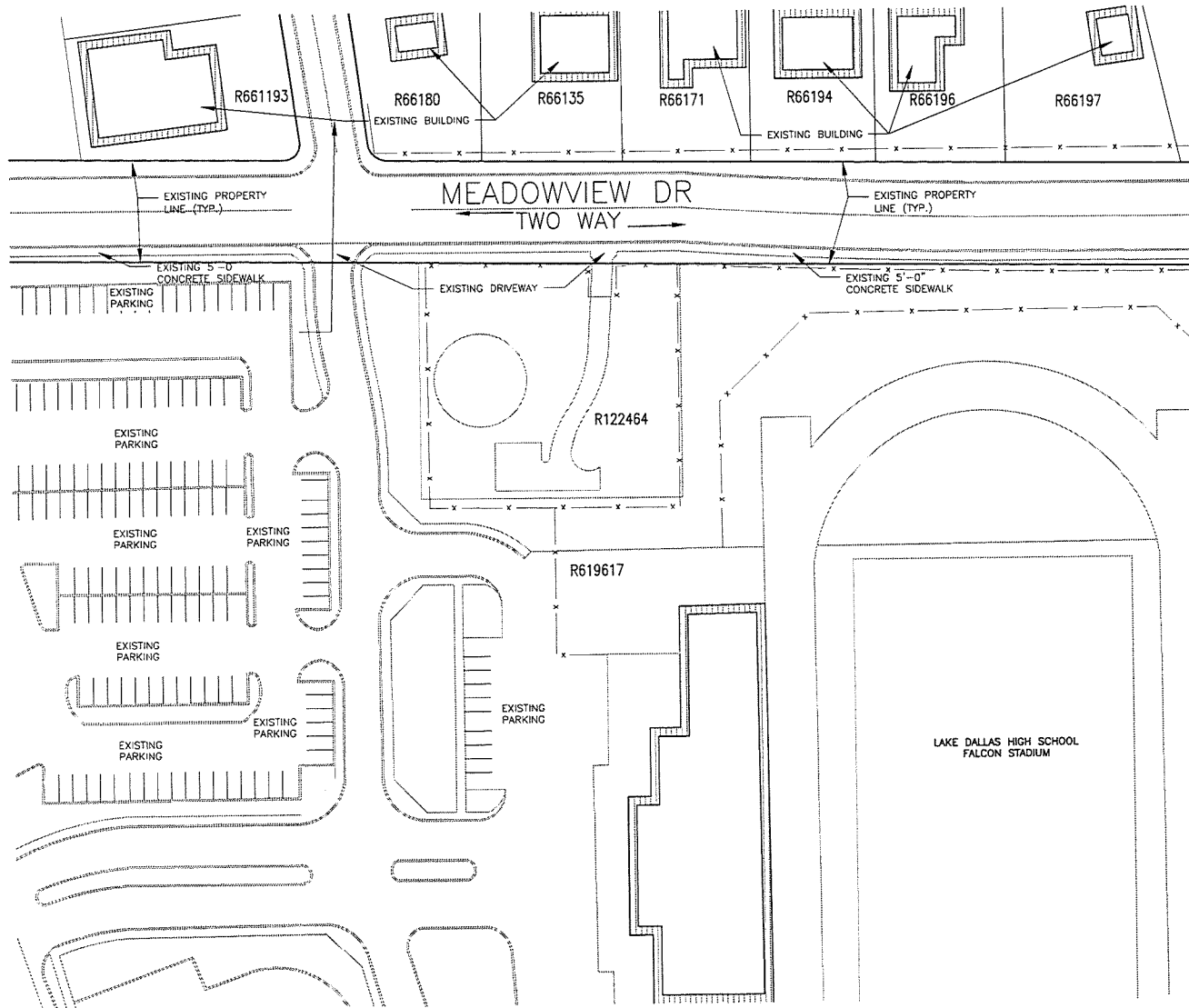
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LTE 6C  
10077873  
CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
**NOTES & SPECIFICATIONS**

SHEET NUMBER  
**SP1**

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COMPOUND PLAN

SCALE: 1/8"=1'-0" (22x34)  
(OR) 1/128"=1'-0" (11x17)

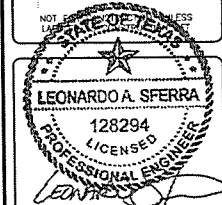


1



**GPD GROUP**  
Professional Corporation  
52 South Main Street, Suite 2033  
Dallas, TX 75202  
214.751.1111 Fax: 214.751.2142  
GPD JOB#: 2018723.16.8013.01

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Texas Registration No. 116477  
03/22/19  
DATE:

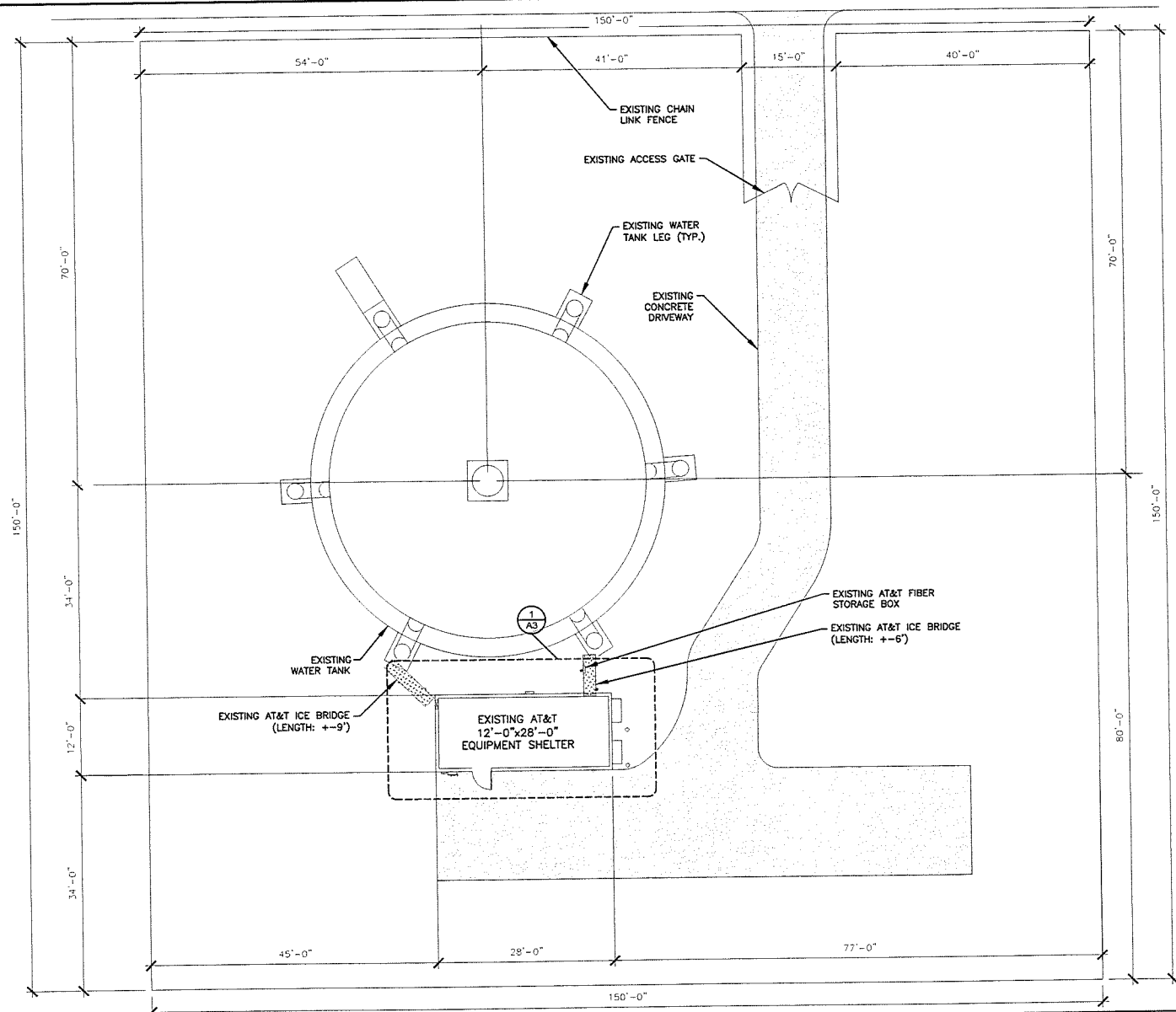
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CORINTH, TX 76210

SHEET TITLE  
**COMPOUND PLAN**

SHEET NUMBER  
**A1**

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SITE PLAN

0 1 2 4  
SCALE: 1/4"=1'-0" (22x34)  
(OR) 1/8"=1'-0" (11x17)



1



GPD GROUP  
Professional Corporation  
538 South Main Street, Suite 2010  
Corinth, TX 76210  
281.272.2100 Fax 281.272.2104  
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LEONARDO A. SFERRA  
128294  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS

GPD Group, Professional Corporation  
Texas Registration No. 116477  
DATE: 03/22/19

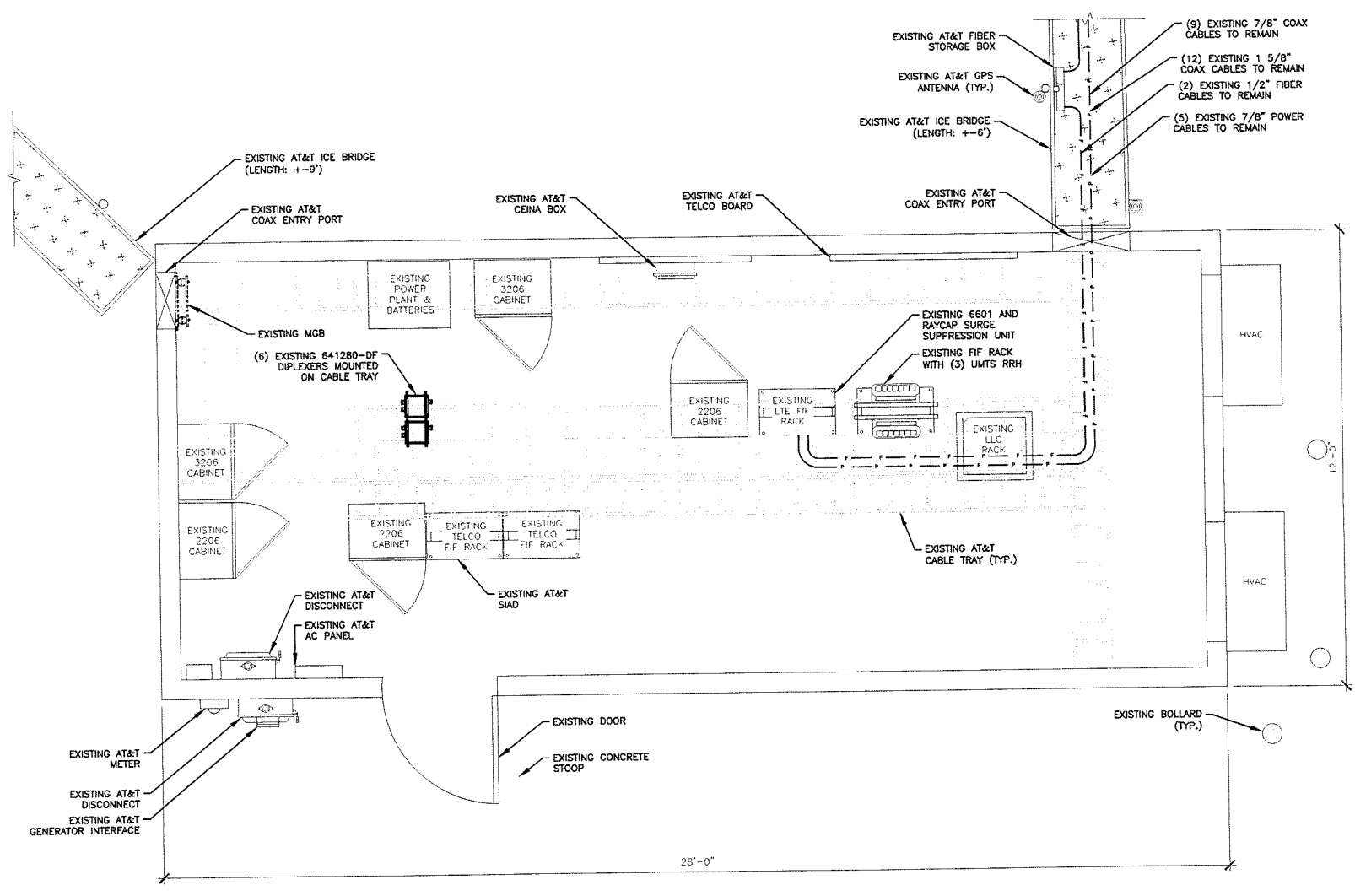
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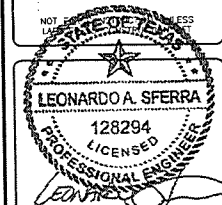
SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**A2**

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SHEET TITLE  
**EXISTING EQUIPMENT PLAN**

SHEET NUMBER  
**A3**

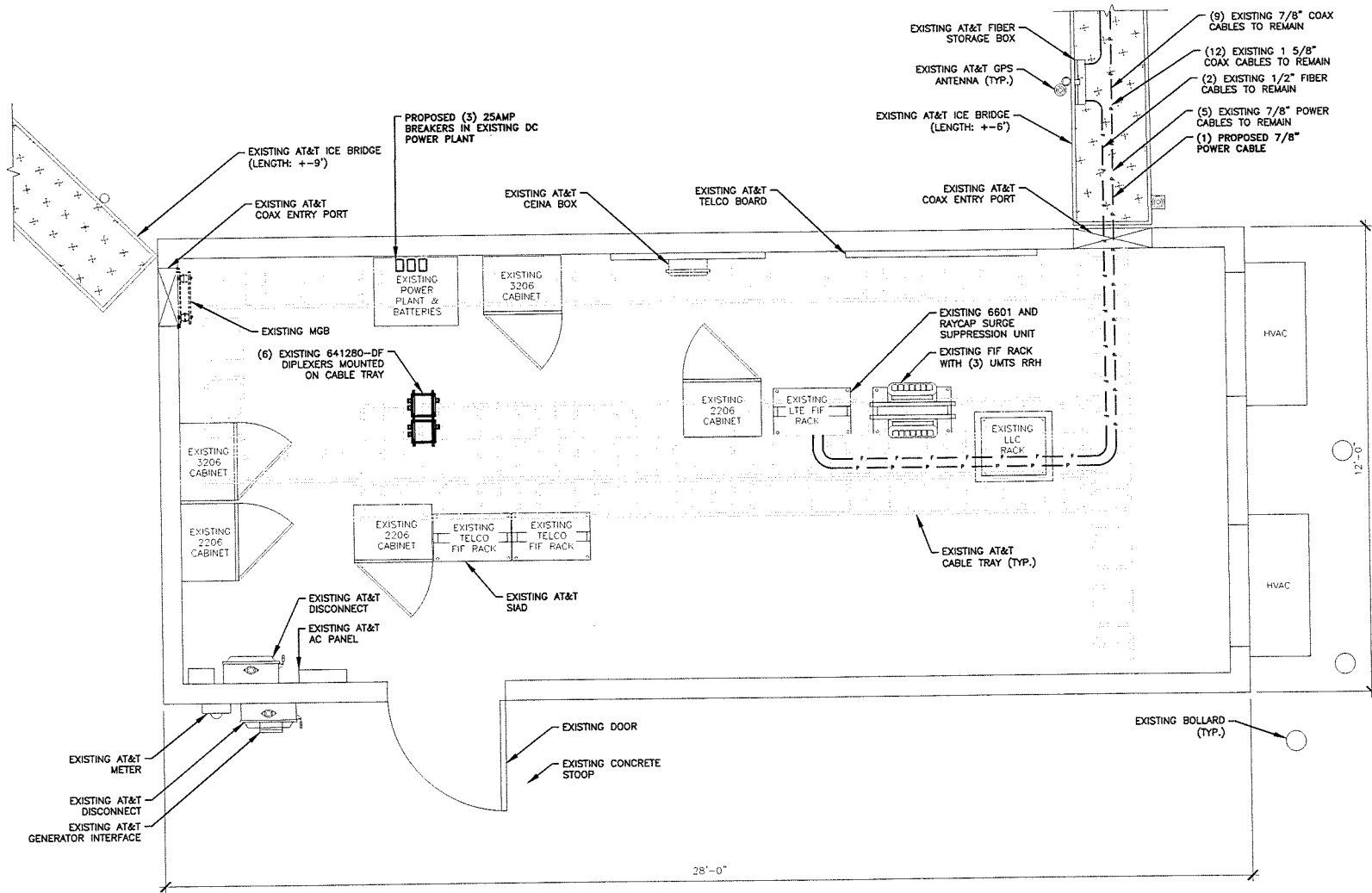
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 (OR) 3/16"=1'-0" (11x17)



EXISTING EQUIPMENT PLAN



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LEONARDO A. SFERRA  
128294  
LICENSED PROFESSIONAL ENGINEER

GPD Group, Professional Corporation  
Texas Registration No. 16477  
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CORINTH, TX 76210

SHEET TITLE  
**PROPOSED EQUIPMENT PLAN**

SHEET NUMBER  
**A3.1**

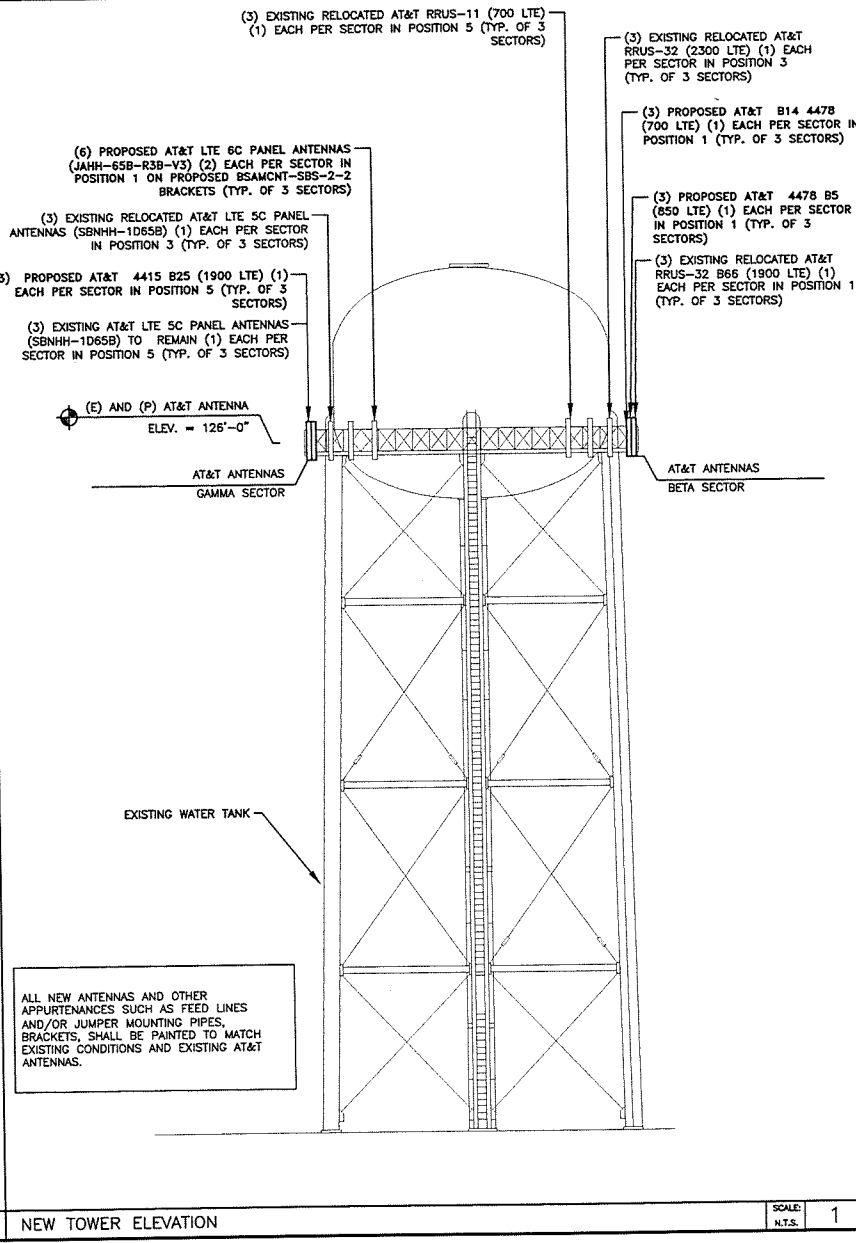
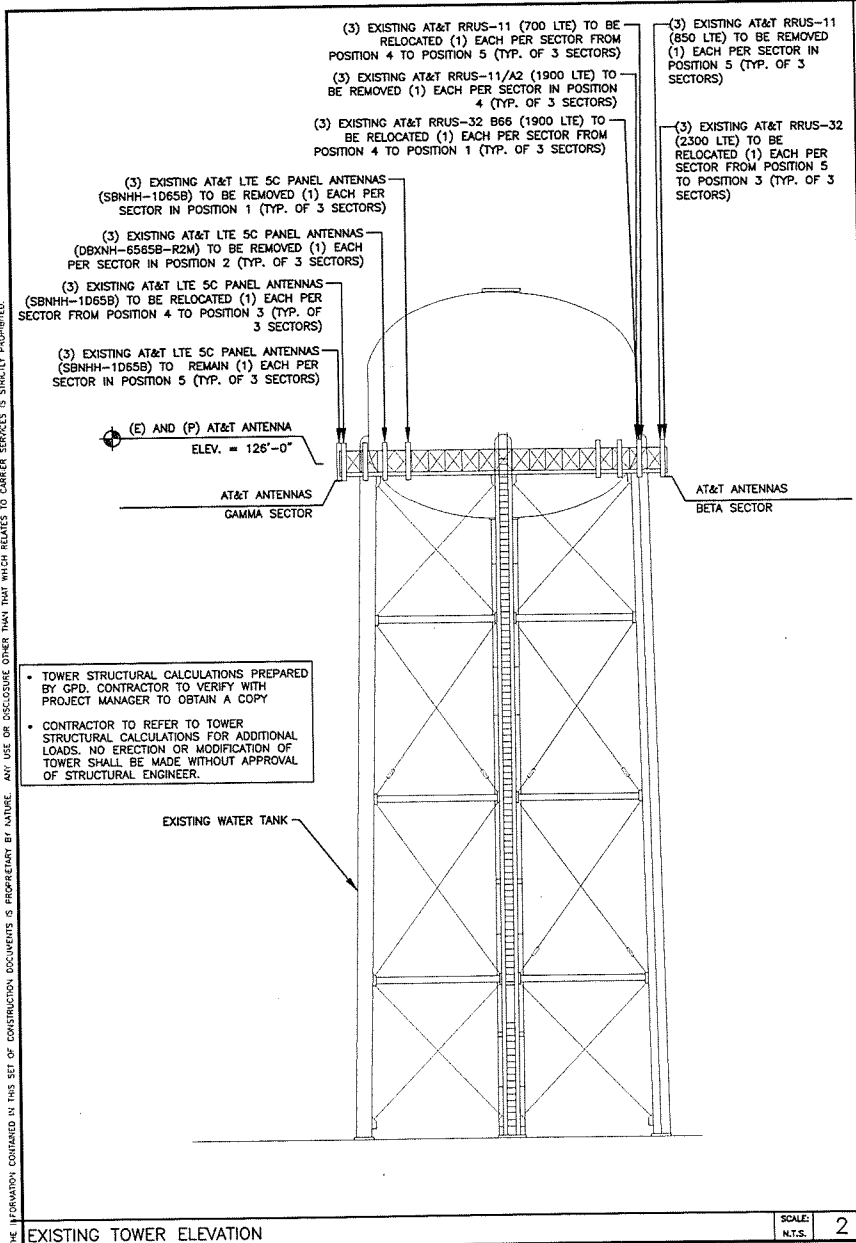
PROPOSED EQUIPMENT PLAN

SCALE: 1/4"=1'-0" (22x34)  
(OR) 1/8"=1'-0" (11x17)



1

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EXISTING TOWER ELEVATION

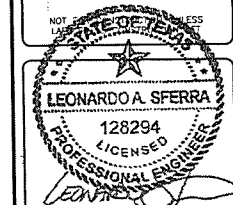
SCALE: 2  
N.T.S.

NEW TOWER ELEVATION

SCALE: 1  
N.T.S.



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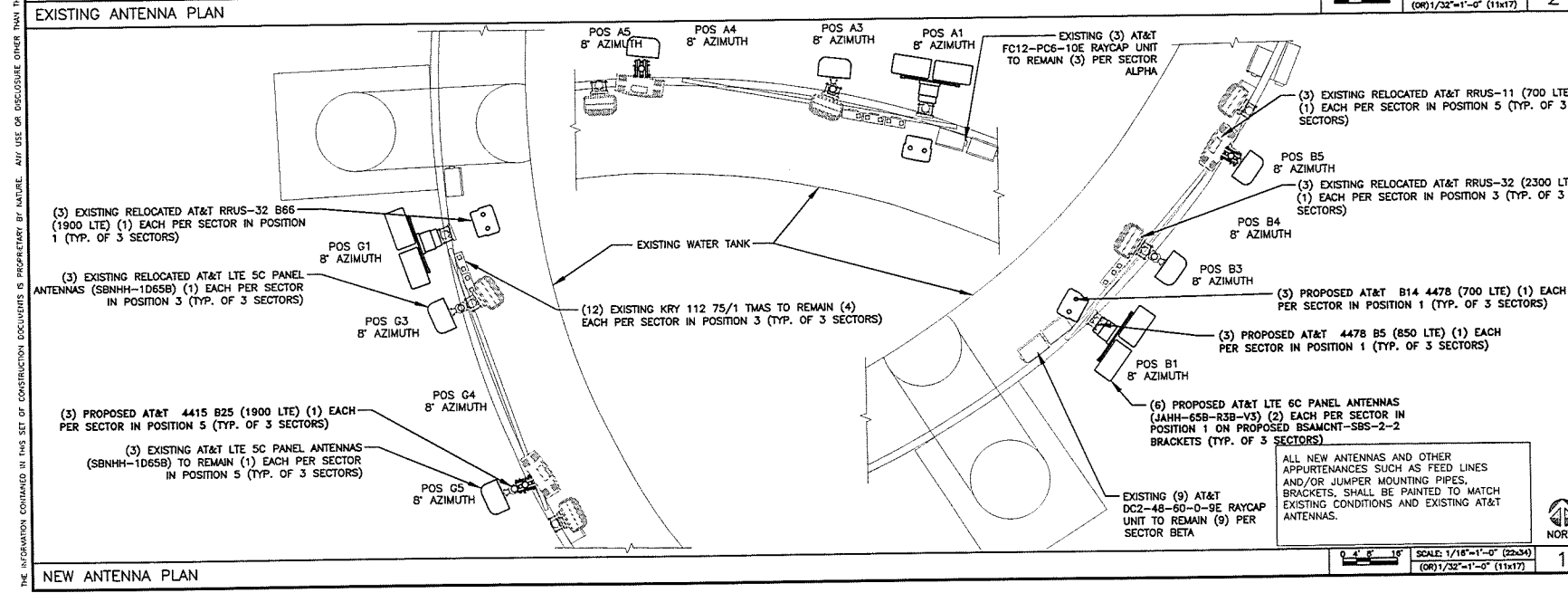
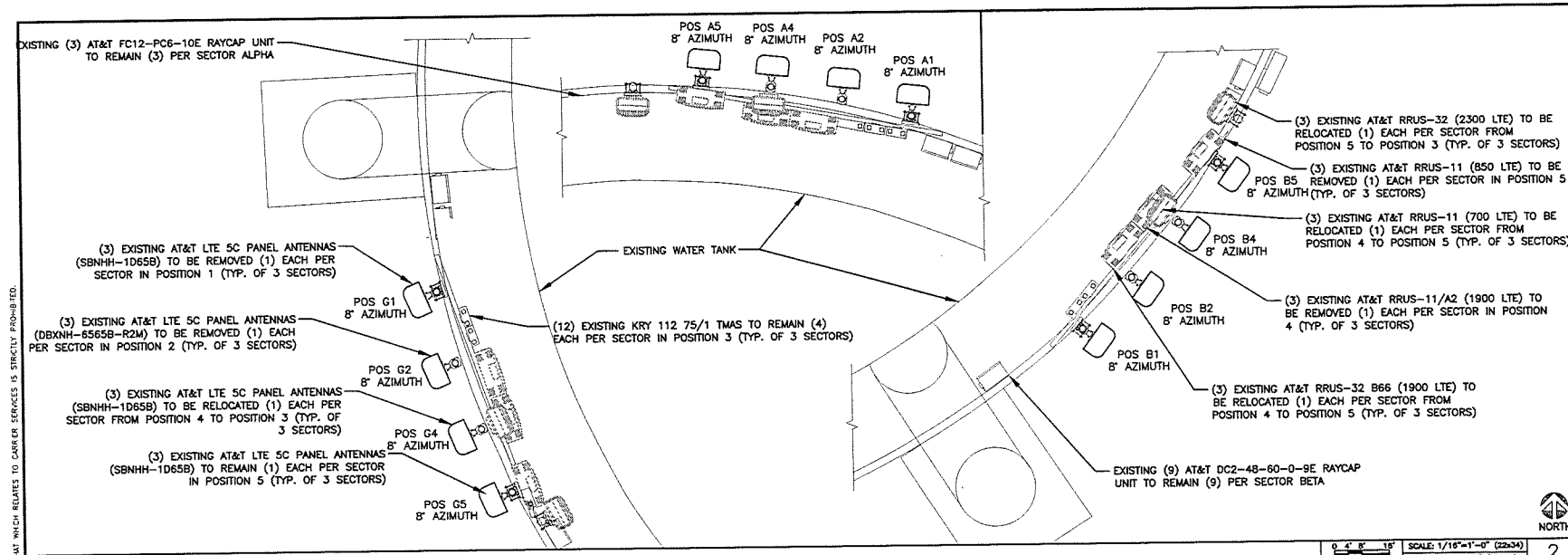


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Texas Registration No. 16477  
DATE: 11/27/19  
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SHEET TITLE  
TOWER ELEVATION


SHEET NUMBER  
A4




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500 EXECUTIVE PARKWAY  
SAN FRANCISCO, CA 94103



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




**GPD GROUP**  
Professional Corporation  
132 South Main Street, Suite 2110  
Dallas, Texas 75202  
GPD\_JOB#: 2018723.16.8C13.01

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**LEONARDO A. SFERRA**  
128294  
LICENSED PROFESSIONAL ENGINEER

GPD Group, Professional Corporation  
Texas Registration No. 11822/19  
DATE: 11/22/19

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CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
**ANTENNA PLAN**

SHEET NUMBER  
**A5**

\* INCLUDES SAFETY FACTOR OF 20' FT. (10 FT. AT BOTH ENDS OF CABLE RUN).  
 CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER  
 AND/OR RF ENGINEER PRIOR TO INSTALLATION

(N) = NEW  
 (X) = EXISTING  
 (XR) = EXISTING/RELOCATED  
 (E) = ELECTRICAL  
 (M) = MECHANICAL

NEW ANTENNA CONFIGURATION AND CABLE SCHEDULE

SUPPLIED BY AT&T WIRELESS, FROM SCOPING DOCUMENT DATED [SCOPE DOCUMENT DATE 06/28/2018]

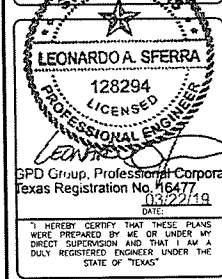
SECTOR	POS	TECH	ANTENNA	ANTENNA Ø HEIGHT	AZIMUTH	TMA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWNTILTS
A	1	6C	(2) ANDREW (N) JAHH-65B-R3B-V3	126'-0" AGL	8°	(1) B14 4478 (N) (1) 4478 B5 (N) (1) RRUS-32 B66 (X)	(3) RAYCAP (X) FC12-PC6-10E	(4) 1 5/8" COAX (3) 7/8" COAX (2) 1/2" FIBER	±110'	0
	2	N/A	N/A			N/A				N/A
	3	6C	ANDREW (XR) SBNHH-1D65B			(1) RRUS-32 (XR) (4) KRY 112 76/1 (X)				0
	4	6C				N/A				0
	5	6C	ANDREW (X) SBNHH-1D65B			(1) RRUS-11 (XR) (1) RRUS 4415 B25 (N)				0
B	1	6C	(2) ANDREW (N) JAHH-65B-R3B-V3	126'-0" AGL	128°	(1) B14 4478 (N) (1) 4478 B5 (N) (1) RRUS-32 B66 (X)	(9) RAYCAP (X) DC2-48-60-0-9E	(4) 1 5/8" COAX (3) 7/8" COAX (5) 7/8" POWER(X) (1) 7/8" POWER(N)	±110'	0
	2	N/A	N/A			N/A				N/A
	3	6C	ANDREW (XR) SBNHH-1D65B			(1) RRUS-32 (XR) (4) KRY 112 76/1 (X)				0
	4	6C				N/A				0
	5	6C	ANDREW (X) SBNHH-1D65B			(1) RRUS-11 (XR) (1) RRUS 4415 B25 (N)				0
G	1	6C	(2) ANDREW (N) JAHH-65B-R3B-V3	126'-0" AGL	248°	(1) B14 4478 (N) (1) 4478 B5 (N) (1) RRUS-32 B66 (X)		(4) 1 5/8" COAX (3) 7/8" COAX	±110'	0
	2	N/A	N/A			N/A				N/A
	3	6C	ANDREW (XR) SBNHH-1D65B			(1) RRUS-32 (XR) (4) KRY 112 76/1 (X)				0
	4	6C				N/A				0
	5	6C	ANDREW (X) SBNHH-1D65B			(1) RRUS-11 (XR) (1) RRUS 4415 B25 (N)				0

ANTENNA & CABLE CONFIGURATION

NOT TO SCALE 1



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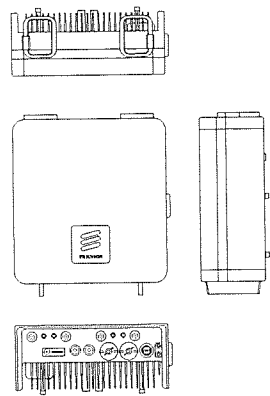
LTE 6C  
 10077873  
 CORINTH (PARKRIDGE)  
 3011 PARKRIDGE  
 CORINTH, TX 76210

SHEET TITLE  
**ANTENNA &  
 CABLE  
 CONFIGURATION**

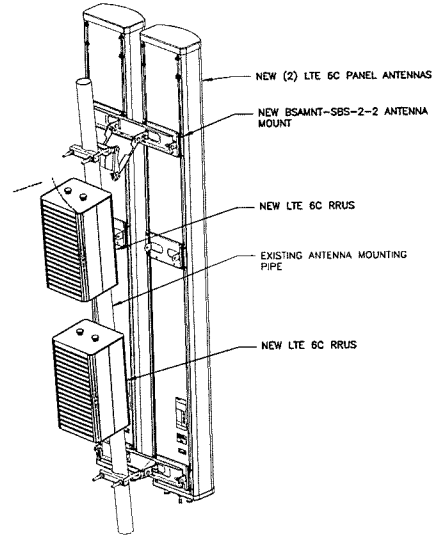
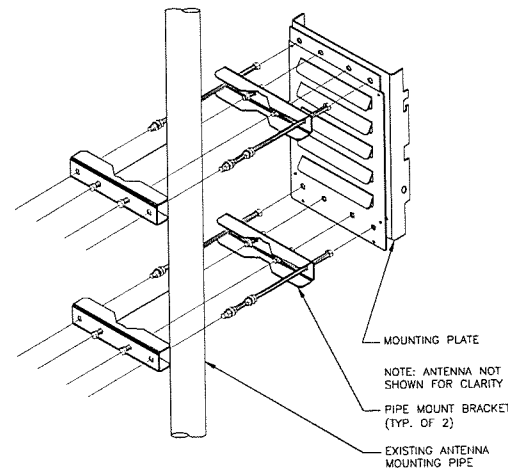
SHEET NUMBER  
**A6**

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ERICSSON - RADIO 4415 B25  
WEIGHT: 60.0 LBS  
SIZE (HxWxD): 16.5x13.4x5.9 IN.



RRUS DETAIL 4415 B25

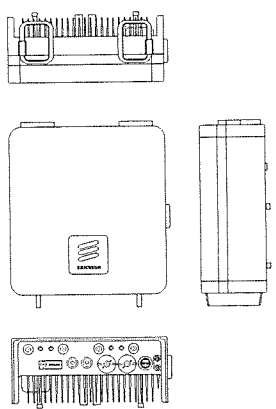
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RRUS MOUNTING DETAIL

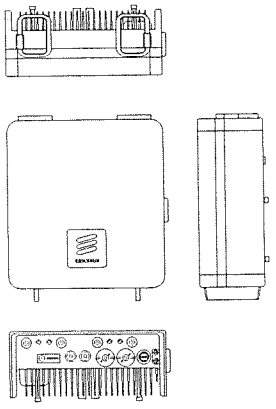
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ANTENNA AND RRU MOUNTING DETAIL

NOT TO SCALE 4



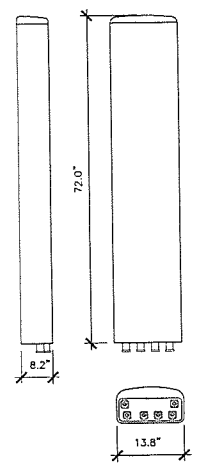
ERICSSON - RADIO 4478 B14  
WEIGHT: 60.0 LBS  
SIZE (HxWxD): 15.0x13.0x8.0 IN.



ERICSSON - RADIO 4478 B5  
WEIGHT: 60.0 LBS  
SIZE (HxWxD): 15.0x13.0x8.0 IN.

COMMSCOPE JAHM-65B-RJB-V1

DIMENSIONS, HxWxD: 72.0"x13.8"x8.2"  
SURVIVAL WIND SPEED: >150 MPH  
WEIGHT, WITHOUT MOUNTING: 72.3 LBS.  
RET SYSTEM WEIGHT: 5.0 LBS.  
CONNECTOR: (6) 7/16 DIN FEMALE  
CONNECTOR POSITION: BOTTOM  
MOUNTING POLE: 2.4-4.5 IN.



RRUS DETAIL 4478 B14

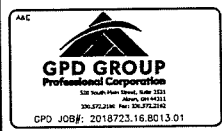
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RRUS DETAIL 4478 B5

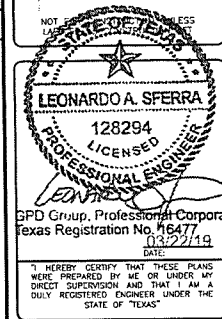
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LTE ANTENNA DETAIL

NOT TO SCALE 1



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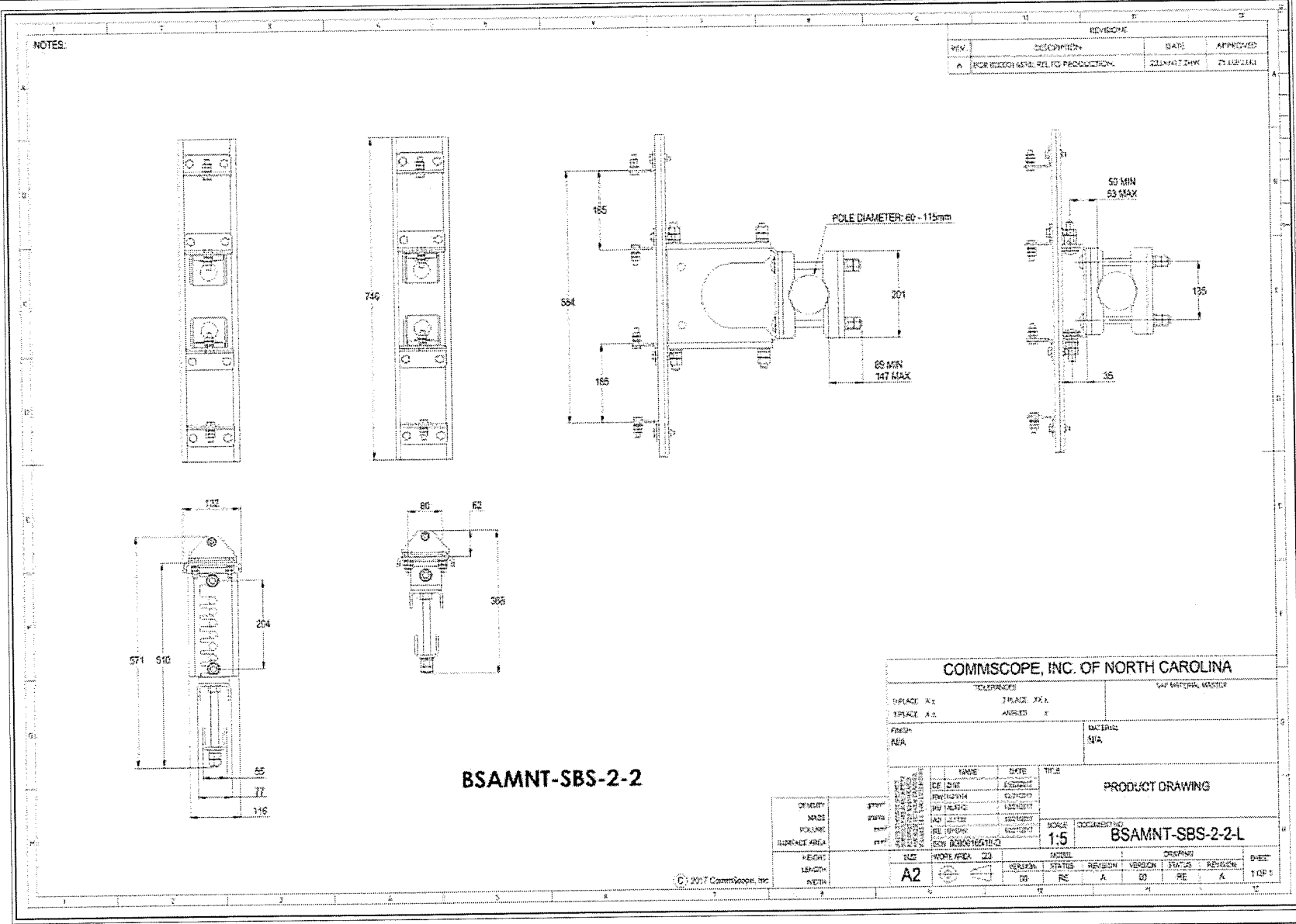


LTE 6C  
10077873  
CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
**ANTENNA,  
RRUS AND  
MOUNTING  
DETAILS**

SHEET NUMBER  
**A7**

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



REVISIONS			
REV.	DATE	DESCRIPTION	INITIALS
A	11/07/18	ISSUED FOR REVIEW.	SG
D	03/22/19	ISSUED FOR CONST.	JA

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

FOR  
REFERENCE  
ONLY

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

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE STATE OF TEXAS

LTE 6C  
10077873  
CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
ANTENNA  
MOUNT  
DETAIL

SHEET NUMBER  
**A7.1**

BSAMNT-SBS-2-2 ANTENNA MOUNT DETAIL

NOT TO SCALE 1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CABLE SERVICES IS STRICTLY PROHIBITED.

- CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
- THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO ACHIEVE THE AZIMUTHS SPECIFIED AND LIMIT SHADOWING AND TO MEET THE SYSTEM REQUIREMENTS.
- CONTRACTOR SHALL VERIFY THE HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
- VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING ANY ANTENNA MOUNT.
- UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
- ANTENNA AZIMUTHS ARE DECREEES OFF OF TRUE NORTH, BEARING CLOCKWISE, IN WHICH ANTENNA FACE IS DIRECTED. ALL ANTENNAS (AND SUPPORTING STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
- CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
- SWEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO AT&T WIRELESS CONSTRUCTION SPECIALIST. TEST SHALL BE PERFORMED PER AT&T WIRELESS STANDARDS.
- CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
- CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).

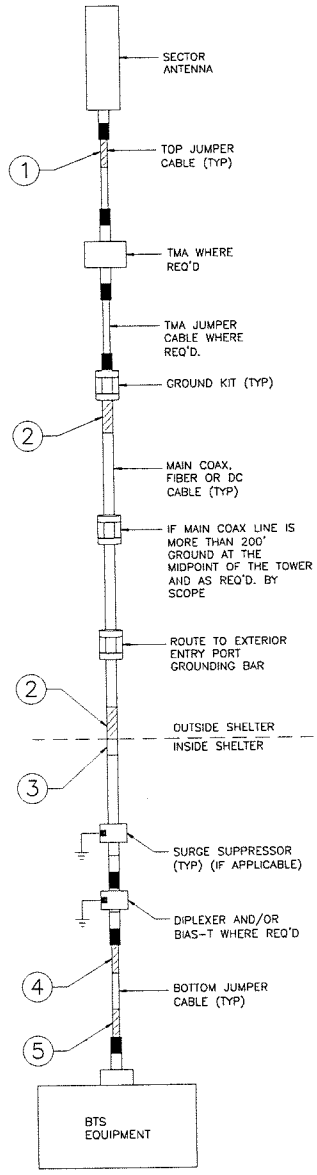
**ANTENNA & CABLING NOTES** NO SCALE 4

RF, DC, & COAX CABLE MARKING LOCATIONS TABLE	
NO	LOCATIONS
1	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
2	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
3	CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.
4	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
5	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.

**CABLE MARKING DIAGRAM** NO SCALE 5

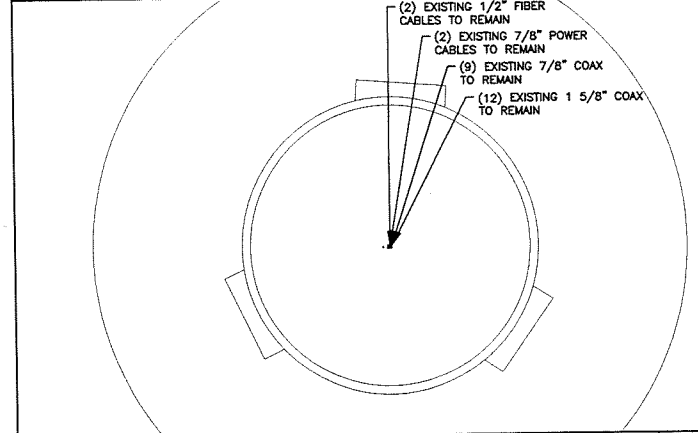
- THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
- THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
- USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".
- WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, OR WHEN INSTALLING NEW COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
- ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
- ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
- ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
- IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

**CABLE MARKING NOTES** NO SCALE 6



**CABLE COLOR CODING DIAGRAM** NO SCALE 3


**NEW CABLE ROUTING PLAN** SCALE: 1/16"=1'-0" (22x34) (OR) 1/32"=1'-0" (11x17) 2



**EXISTING CABLE ROUTING PLAN** SCALE: 1/16"=1'-0" (22x34) (OR) 1/32"=1'-0" (11x17) 1



500 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583





Professional Corporation  
530 South Main Street, Suite 211  
Dallas, TX 75202  
214.752.2142  
GPD JOB#: 2018723.16.8013.01

REVISIONS

REV.	DATE	DESCRIPTION	INITIALS
A	11/07/18	ISSUED FOR REVIEW	SG
0	03/22/19	ISSUED FOR CONST.	JA



LEONARDO A. SFERRA  
128294  
LICENSED PROFESSIONAL ENGINEER  
DATE: 03/22/19

GPD Group, Professional Corporation  
Texas Registration No. 16477  
DATE: 03/22/19

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LTE 6C  
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CORINTH, TX 76210

SHEET TITLE

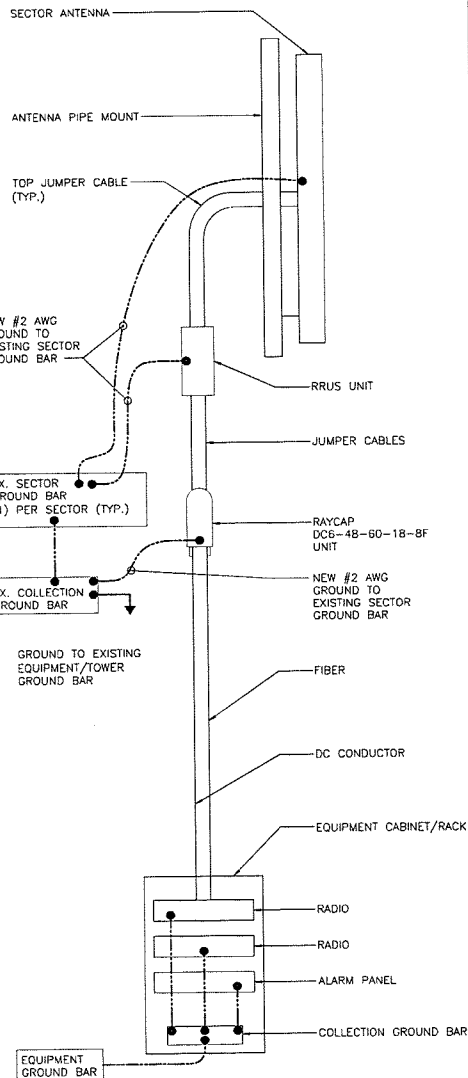
**CABLE NOTES  
& COLOR  
CODING**

SHEET NUMBER

**A8**

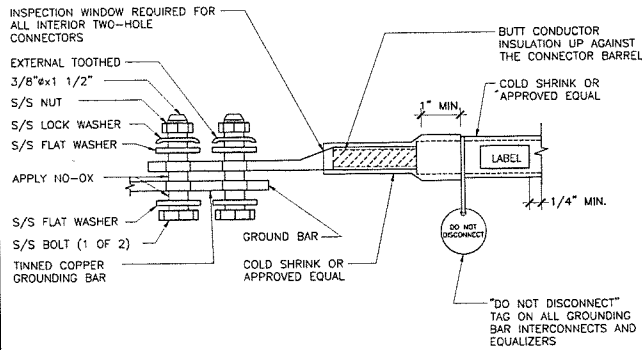
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY & CONFIDENTIAL. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

NOTE:  
GROUND LEAD INSIDE RUBBER GROMMET TO BE ATTACHED WITH X-CROSS ZIP TIES TO BRACKET. DO NOT USE SNAP-IN HANGERS AROUND GROUNDS.



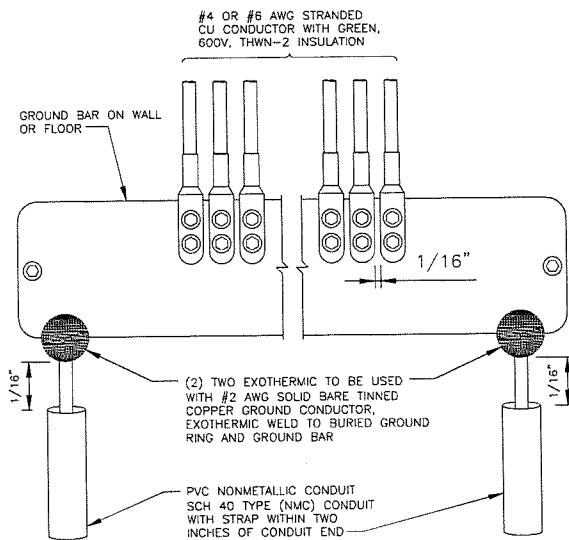
GROUNDING RISER DIAGRAM

NO SCALE 4



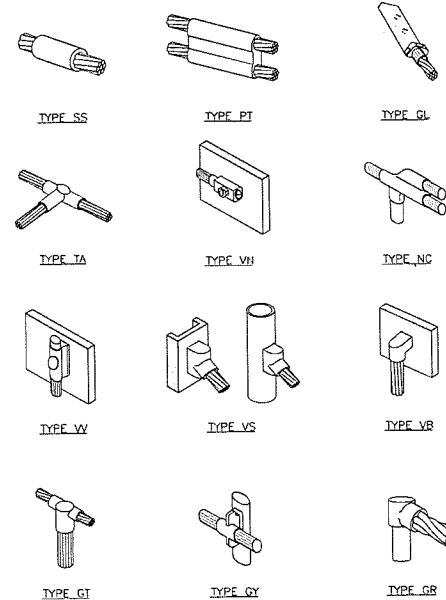
EXTERIOR TWO HOLE LUG DETAIL

NO SCALE 3



GROUND BAR DETAILS

NO SCALE 2

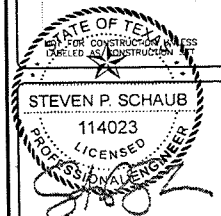


CALDWELD DETAILS

NO SCALE 1



REVISIONS			
REV.	DATE	DESCRIPTION	AUTHOR
A	11/07/18	ISSUED FOR REVIEW	SG
O	03/22/19	ISSUED FOR CONST.	JA



GPD Group, Professional Corporation  
Texas Registration No. 16477  
DATE: 03/22/19  
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LTE 6C  
10077873  
CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE

GROUNDING  
DETAILS

SHEET NUMBER

G1



**EXHIBIT B**  
**[ATTACHED]**



## SUMMARY & RESULTS

The purpose of this structural analysis was to verify whether the existing structure is capable of carrying the proposed loading configuration as specified by AT&T to Ericsson. This report was commissioned by Ms. Meghan Cunningham of Ericsson.

This structural loading is based on 2015 IBC which is based upon an ultimate 3-second gust wind speed of 120 mph converted to a nominal 3-second gust wind speed of 93 mph per section 1609.3.1 as required for use in the TIA-222-G Standard per Exception #5 of Section 1609.1.1. Exposure Category B and Risk Category IV were used in this analysis.

### TOWER SUMMARY AND RESULTS

Member	Capacity	Results
Water Tank	79.7%	Pass
Foundation	56.0%	Pass

## ANALYSIS METHOD

RISA-3D (Version 17.0.1), a commercially available analysis software package and in-house analysis tools were used to calculate primary member forces for various dead and wind load cases. Selected output from the analysis is included in Appendix B and Appendix C. The following table details the information provided to complete this structural analysis. This analysis is solely based on this information.

### DOCUMENTS PROVIDED

Document	Remarks	Source
RF Data Sheet	FLAT NTX 2018 Scoping tracker dated 12/06/2018	Ericsson
Current Construction Dwgs	GPD Job No. 2018723.16.8013.01 dated 11/7/2018	GPD
Previous Construction Dwgs	CLS Group FA#/Site ID: 10077873/DX0250, dated 3/4/2017	Ericsson
Water Tower and Mount Mapping	GPD Project #: 2019723.16.8013.02 dated 1/31/2019	GPD
Previous Structural Analysis	The Celeris Group; Consulting Engineers, Project #: 13-4565, dated 5/29/2015	Ericsson
Previous Structural Letter	The Celeris Group; Consulting Engineers, Project #: 13-4565, dated 4/16/2013	Ericsson
Previous Structural Analysis	Malouf Engineering Intl., Inc., Project No: TX00137N-06V0, dated 4/13/2006	Ericsson
Geotechnical Report	GPD Project #: 2019723.8013.03 dated 9/9/2019	GPD
Foundation Mapping	GPD Project #: 2019723.8013.03 dated 9/9/2019	GPD

## ASSUMPTIONS

This structural analysis is based on the theoretical capacity of the members and is not a condition assessment of the structure. This analysis is from information supplied, and therefore, its results are based on and are as accurate as that supplied data. GPD has made no independent determination, nor is it required to, of its accuracy. The following assumptions were made for this structural analysis.

1. The tower member sizes and shapes are considered accurate as supplied. The material grade is as per data supplied and/or as assumed and as stated in the materials section.
2. The antenna configuration is as supplied and/or as modeled in the analysis. It is assumed to be complete and accurate. All antennas, mounts, coax and waveguides are assumed to be properly installed and supported as per manufacturer requirements.
3. Some assumptions are made regarding antennas and mount sizes and their projected areas based on best interpretation of data supplied and of best knowledge of antenna type and industry practice.
4. All mounts, if applicable, are considered adequate to support the loading. No actual analysis of the mount(s) is performed. This analysis is limited to analyzing the tower only.
5. The soil parameters are as per data supplied or as assumed and stated in the calculations.
6. The tower and structures have been properly maintained in accordance with TIA Standards and/or with manufacturer's specifications.
7. All welds and connections are assumed to develop at least the member capacity unless determined otherwise and explicitly stated in this report.
8. All prior structural modifications are assumed to be as per data supplied/available and to have been properly installed.
9. Loading interpreted from photos is accurate to  $\pm 5'$  AGL, antenna size accurate to  $\pm 3.3$  sf, and coax equal to the number of existing antennas without reserve.
10. All existing and proposed loading was obtained from the provided RF Data Sheet and Mapping by (GPD Project #: 2019723.16.8013.02 dated 1/31/2019) and is assumed to be accurate.
11. All structural components for this analysis was taken from Mapping by (GPD Project #: 2019723.16.8013.02 dated 1/31/2019) and is assumed to be accurate.
12. All foundation information was taken from Geotechnical Report and Foundation Mapping (GPD Project #: 2019723.8013.03 dated 9/9/2019) and is assumed to be accurate.

If any of these assumptions are not valid or have been made in error, this analysis may be affected, and GPD should be allowed to review any new information to determine its effect on the structural integrity of the structure.

## DISCLAIMER OF WARRANTIES

GPD has performed a site visit to verify the member sizes and antenna/coax loading. If the existing conditions are not as represented in this report, we should be contacted immediately to evaluate the significance of the discrepancy. This is not a condition assessment of the structural members or foundation. This report does not replace a full site inspection. All structural members are assumed to have been properly fabricated, erected, maintained, in good condition, twist free, and plumb.

The engineering services rendered by GPD in connection with this Structural Analysis are limited to a computer analysis of the structure and theoretical capacity of its main structural members. No allowance was made for any damaged, bent, missing, loose, or rusted members (above and below ground). No allowance was made for loose bolts or cracked welds.

This analysis is limited to the designated maximum wind and seismic conditions per the governing standards and code. Wind forces resulting in vibrations near the structure's resonant frequencies were not considered in this analysis and are outside the scope of this analysis. Lateral loading from any dynamic response was not evaluated under a time-domain based fatigue analysis.

GPD does not analyze the fabrication of the structure (including welding). It is not possible to have all the very detailed information needed to perform a thorough analysis of every structural sub-component and connection. GPD provides a limited scope of service in that we cannot verify the adequacy of every weld, plate connection detail, etc. The purpose of this report is to assess the feasibility of adding appurtenances usually accompanied by transmission lines to the structure.

It is the owner's responsibility to determine the amount of ice accumulation in excess of the code specified amount, if any, that should be considered in the structural analysis.

The attached sketches are a schematic representation of the analyzed structure. If any material is fabricated from these sketches, the contractor shall be responsible for field verifying the existing conditions, proper fit, and clearance in the field. Any mentions of structural modifications are reasonable estimates and should not be used as a precise construction document. Precise modification drawings are obtainable from GPD, but are beyond the scope of this report.

Structures are designed to carry gravity, wind, and ice loads. All members, legs, diagonals, struts, and redundant members provide structural stability to the overall structure with little redundancy. Absence or removal of a member can trigger catastrophic failure unless a substitute is provided before any removal. If the bolts or welds are removed without providing any substitute to the frame, the member is subjected to a higher unbraced length that immediately reduces its load carrying capacity. Failure of one member can result in an overall collapse because there is no redundancy. Redundant members and diagonals are critical to the stability of the structure.

Miscellaneous items such as antenna mounts, etc., have not been designed or detailed as a part of our work. We recommend that material of adequate size and strength be purchased from a reputable manufacturer.

GPD makes no warranties, expressed and/or implied, in connection with this report and disclaims any liability arising from material, fabrication, and erection. GPD will not be responsible whatsoever for, or on account of, consequential or incidental damages sustained by any person, firm, or organization as a result of any data or conclusions contained in this report. The maximum liability of GPD pursuant to this report will be limited to the total fee received for preparation of this report.

## APPENDIX A

### Analysis Summary Form

## Analysis Summary Form

### General Info

Site Name	Corinth (Parkridge)
Site Number	8013
FA Number	10077873
Date of Analysis	9/10/2019
Company Performing Analysis	GPD Group

The information contained in this summary report is not to be used independently from the PE stamped structural analysis.

Tower Info	Description	Date
Structure Type	Water Tower	
Structure Height	150ft	
Tank Manufacturer	n/a	
Tank Capacity	350,000 Gallons	
Tank Design	n/a	
Foundation Mapping	GPD Project #: 2019723.8013.03	9/9/2019
Geotech Report	GPD Project #: 2019723.8013.03	9/9/2019
Tank Mapping	GPD Project #: 2019723.16.8013.02	1/31/2019
Previous Structural Analysis	CG Project #: 13-4565	5/29/2015
Previous Construction Drawings	CLS Site: 10077873/DX0250	3/4/2017
Current Construction Drawings	GPD Project #: 2016723.16.8013.01	11/7/2018

### Design Parameters

Design Code Used	AWWA D100-11, TIA-222-G, 2015 IBC and ASCE 7-10
Location of Tank (County, State)	Cornith, TX
Nominal Wind Speed (mph)	93 (3-Second gust)
Ice Thickness (in)	0.75
Risk Category (I, II, III)	IV
Exposure Category (B, C, D)	B
Topographic Category (1 to 5)	1

### Analysis Results (% Maximum Usage)

Existing/Reserved + Future + Proposed Condition	
Water Tower (%)	79.7%
Foundation (%)	56.0%
Water Tower adequate?	YES

### Steel Yield Strength (ksi)

Channels & Plates	36
Water Tower Components	36

Note: Material grades have been assumed based on industry standard minimum requirements.

### Existing / Reserved Loading

Antenna								Mount			Transmission Line			
Antenna Owner	Mount Height (ft)	Antenna CL (ft)	Quantity	Type	Manufacturer	Model	Azimuth	Quantity	Manufacturer	Type	Quantity	Model	Size	Attachment
AT&T	126	126	6	Panel	Commscope	DBXNH-6565B-R2M	8/128/248	6		Water Tower Handrail Pipe Mount	8	Unknown	7/8"	On Leg C
AT&T	126	126	6	Panel	Commscope	SBNHH-1D65B	8/128/248	6		Water Tower Handrail Pipe Mount	10	Unknown	1-5/8"	On Leg C & D
AT&T	126	126	9	RRU	Ericsson	RRUS-11				on the same mount	5	Unknown	3/4"	On Leg C
AT&T	126	126	3	RRU	Ericsson	RRUS-32 B66				on the same mount	3	Unknown	3/8"	On Leg C
AT&T	126	126	6	TMA	Ericsson	KRY 112 76/1				On handrail	2	Unknown	1/4"	On Leg C
AT&T	126	126	6	RET	Raycap	ATM200-A20				On handrail				
AT&T	126	126	3	Squid	Raycap	F12-PC6-10E				On handrail				
AT&T	126	126	9	Squid	Raycap	DC2-48-60-0-9E				On handrail				

\* (6) DBXNH-6565B-R2M Panel Antennas, (6) RRUS-11s and (3) ATM200-A20's and associated fiber cables shall be removed prior to the installation of the proposed configuration and have not been considered in this analysis. All other existing/reserved equipment shall be reused. All other existing/reserved equipment shall be reused.

### Proposed Loading

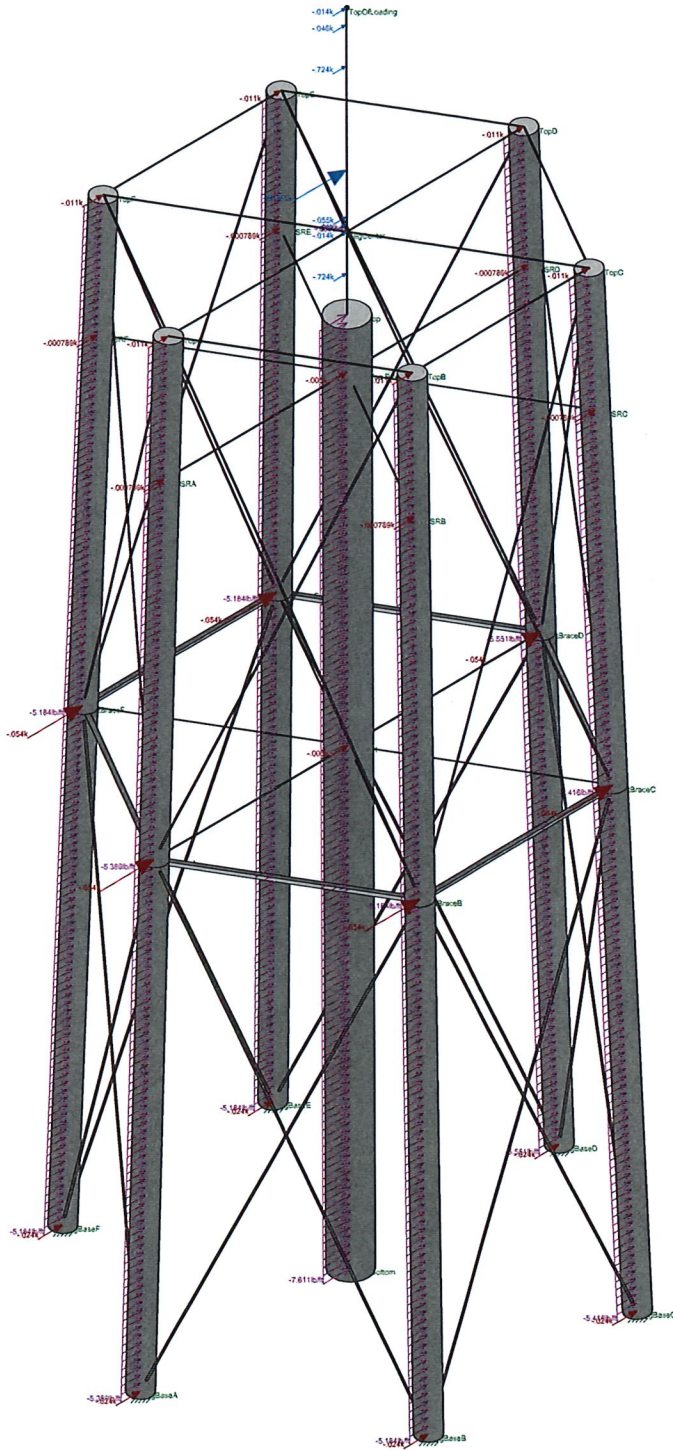
Antenna								Mount			Transmission Line			
Antenna Owner	Mount Height (ft)	Antenna CL (ft)	Quantity	Type	Manufacturer	Model	Azimuth	Quantity	Manufacturer	Type	Quantity	Model	Size	Attachment
AT&T	126	126	6	Panel	Commscope	JAHH-65B-R3B-V3	8/128/248	6		on the same mount	1	Unknown	7/8"	On Leg C
AT&T	126	126	3	RRU	Ericsson	B14 4478				on the same mount	2	Unknown	1-5/8"	On Leg D
AT&T	126	126	3	RRU	Ericsson	4478 B5				on the same mount	2	Unknown	1/2" Fiber	On Leg D
AT&T	126	126	3	RRU	Ericsson	RRUS-32				on the same mount	6	Unknown	7/8" Power	On Leg D
AT&T	126	126	6	TMA	Ericsson	KRY 112 76/1				on the same mount				
AT&T	126	126	3	RRU	Ericsson	RRUS 4415 B25				on the same mount				
AT&T	126	126	6	Diplexer	Andrew	841280-DF				on the same mount				

Note: The proposed equipment shall be installed in addition to the remaining existing/reserved loading at the same elevation.

## APPENDIX B

### Water Tower Analysis





Loads LC 31 & LC3  
Envelope Only Solution

GPD  
Condruz, Jennifer  
2019723.16.8013.02

8013 Corinth (Parkridge)

SK - 1  
Feb 1, 2019 at 10:47 AM  
8013 WT.r3d





**Multi-Leg Water Tower Geometry & Original Design Loading (AWWA D100-11)**  
 8013 Corinth (Parkridge)  
 2019723.16.8013.02

Tower Specifications	
Tower Height (ft)	150
Tank Volume (gallons)	350,000
Tank Geometry	Double-Ellipsoid
Tank Diameter (ft)	50
Number of Legs	6

Gravity Loading	
Roof & Catwalk Snow Load (psf)	10
Roof & Catwalk Live Load (psf)	20
Water Tank Top Radius (<30°) (ft)	10
Catwalk Diam. (ft)	50
Catwalk Area (ft <sup>2</sup> )	25.00
Catwalk Snow Load (kips)	0.26
Catwalk Live Load (kips)	0.52
Roof Area (ft <sup>2</sup> )	84.18
Roof Snow Load (kips)	0.84
Roof Live Load (kips)	1.68
Water Weight (kips)	2919.0
Water Centerline Elevation (ft)	132.5

Wind Loading	
Nominal Wind Speed (V) (mph)	93
Exposure Category	B
Importance Factor (I)	1.00
Gust-Effect Factor (G)	1.00
Z <sub>e</sub>	1200
z	7.0
K <sub>zmin</sub>	0.70
Topographic Factor (K <sub>z</sub> )	1.0
Wind Criteria per ASCE?	ASCE 7-10

Seismic Loading	
Response Acceleration (S <sub>1</sub> )	0.054
Response Acceleration (S <sub>0.1</sub> )	0.114
Response Acceleration (S <sub>0.5</sub> )	0.086
Transition Period (T <sub>c</sub> , sec)	12
Seismic Use Group (s)	III
Natural Period (T <sub>n</sub> , sec)	1.467
Response Modification (R)	3.000
Response Acceleration (S <sub>w</sub> )	0.059
Horizontal Acceleration (A <sub>h</sub> )	0.021
Vertical Acceleration (A <sub>v</sub> )	0.016
Design Acceleration	0.027

Original Design Tank, Catwalk, and Discrete Appurtenances														
Description	Mounting (Leg or Tank)	Center Line Elevation (ft)	Projected Area (ft <sup>2</sup> )	Weight (kips)	Geometric Shape	C <sub>r</sub>	K <sub>e</sub>	q <sub>s</sub> (psf)	P <sub>w</sub> (psf)	Wind		Seismic		
										Force (kips)	Moment (k-ft)	Force (kips)	Moment (k-ft)	
Tank Roof	Tank	145.0	343.0	26.5	Double Curved	0.50	1.10	24.33	15.00	6.15	746.03	0.72	104.98	
Mid Tank	Tank	132.5	750.0	40.4	Cylindrical	0.60	1.07	23.71	18.00	13.50	1788.75	1.10	146.25	
Lower Tank	Tank	120.0	343.0	26.5	Double Curved	0.50	1.04	23.05	15.00	5.15	617.40	0.72	86.88	
Corral	Tank	152	8.5	0.5	Cylindrical	0.60	1.11	24.66	18.00	0.15	23.26	0.01	2.08	
Manrail	Tank	126.84	25.0	2.0	Flat	1.00	1.06	23.42	30.00	0.75	95.13	0.05	6.93	
										I =	24.69	3270.56	2.62	347.12

Original Design Linear Appurtenances																
Description	Mounting (Leg or Tank)	Bottom Elevation (ft)	Top Elevation (ft)	Projected Width (in)	Depth (in)	Weight (lb/ft)	Geometric Shape	C <sub>r</sub>	K <sub>e</sub>	q <sub>s</sub> (psf)	P <sub>w</sub> (psf)	Wind		Seismic		
												Force (lbs/ft)	Moment (k-ft)	Force (lbs/ft)	Moment (k-ft)	
Climbing Ladder	Leg A	0	150	1.75	4	7.5	Flat	1.00	0.91	20.15	30.00	5.78	65.04	0.20	2.31	
												I =	65.04		I =	2.31

Tower Geometry	
C-C Spacing of Legs at Base (ft)	29.50
C-C Spacing of Legs at Tank Connection (ft)	25.0
Elevation at Top of Foundations (ft)	0
Elevation at Top of Riser (ft)	115
Elevation of Uppermost Stay Rods (ft)	108
Elevation of Uppermost Brace Rods Connection (ft)	125
Elevation at Top of Legs (ft)	125

Member Steel Grades	
Riser	ASTM A36
Legs	ASTM A36
Brace Rods	ASTM A36
Stay Rods	ASTM A36
Struts	ASTM A36

Lateral Support Elevations	
Number of Bays	2
Elevation At Top of First Bay (Bottommost) (ft)	63
Uppermost Bay from Tower Geometry Inouts	

Member Specifications														
Description	Structural Shape	Center Line Elevation (ft)	Width (in)	Thickness (in)	Weight (lb/ft)	Geometric Shape	C <sub>r</sub>	K <sub>e</sub>	q <sub>s</sub> (psf)	P <sub>w</sub> (psf)	Wind		Seismic	
											Force (lbs/ft)	Moment (k-ft)	Force (lbs/ft)	Moment (k-ft)
Riser (ft - 115ft)	60inØx0.4375in Pipe	57.5	60	0.4375	278.57	Cylindrical	0.60	0.84	18.68	18.00	80.0	895.1	7.811	50.3
Legs (ft - 63ft)	36inØx0.5in Pipe	31.5	36	0.5	189.75	Cylindrical	0.60	0.71	15.73	18.00	54.0	643.2	5.184	61.8
Brace Rods (ft - 63ft)	2.25inØ SR	31.5	2.25		13.53	Cylindrical	0.60	0.71	15.73	18.00	3.4	84.3	0.370	9.2
Stay Rods @ 63ft	1inØ SR	63	1		2.67	Cylindrical	0.60	0.87	19.17	18.00	1.5	10.3	0.073	0.6
Struts @ 63ft	67.5inØ on 0.6inØ SR	63	67.5	0.285	28.00	Flat	1.00	0.87	19.17	30.00	20.2	103.7	0.785	7.0
Legs (63ft - 125ft)	36inØx0.5in Pipe	94	36	0.5	189.75	Cylindrical	0.60	0.97	21.50	18.00	54.0	1888.9	5.184	181.4
Brace Rods (63ft - 125ft)	1.5inØ SR	94	1.5		6.01	Cylindrical	0.60	0.97	21.50	18.00	2.3	164.2	0.164	11.9
Stay Rods @ 108ft	1inØ SR	108	1		2.67	Cylindrical	0.60	1.01	22.37	18.00	1.5	16.6	0.073	1.0



**Multi-Leg Water Tower Additions Loading (AWWA D100-11 & TIA-222-G)**  
**8013 Corinth (Parkridge)**  
 2019723.16.8013.02

Discrete Appurtenances	Z (ft)	EPA (sf)	K <sub>z</sub>	q <sub>z</sub> (psf)	Weight (kips)	Wind		Seismic	
						Force (kips)	Moment (k-ft)	Force (kips)	Moment (k-ft)
(1) TG-Y915-15 Yagi Antenna	150	2.04	1.11	24.57	0.00	0.05	7.53	0.00	0.01
(6) JAHH-65B-R3B-V3	126	45.29	1.06	23.37	0.38	1.06	133.39	0.01	1.31
(6) SBNHH-1D65B	126	40.67	1.06	23.37	0.24	0.95	119.77	0.01	0.84
(3) B14 4478	126	1.73	1.06	23.37	0.18	0.04	5.08	0.00	0.62
(3) 4478 B5	126	2.02	1.06	23.37	0.18	0.05	5.94	0.00	0.61
(3) RRUS-32 B66	126	3.53	1.06	23.37	0.16	0.08	10.40	0.00	0.55
(3) RRUS-32	126	3.88	1.06	23.37	0.23	0.09	11.44	0.01	0.80
(12) KRY 112 76/1	126	2.13	1.06	23.37	0.18	0.05	6.26	0.01	0.64
(3) RRUS-11	126	1.99	1.06	23.37	0.15	0.05	5.86	0.00	0.52
(3) RRUS 4415 B25	126	1.15	1.06	23.37	0.14	0.03	3.38	0.00	0.48
(6) 641280-DF	126	0.45	1.06	23.37	0.03	0.01	1.32	0.00	0.09
(3) F12-PC6-10E	126	2.07	1.06	23.37	0.06	0.05	6.09	0.00	0.21
(9) DC2-48-60-0-9E	126	3.83	1.06	23.37	0.14	0.09	11.28	0.00	0.50
(12) Antenna Mount Pipes (AT&T)	126	15.85	1.06	23.37	0.40	0.37	46.69	0.01	1.36
Σ =					2.47	2.91	366.90	0.07	8.51

Linear Appurtenances	Start Elev. (ft)	End Elev. (ft)	K <sub>z</sub>	q <sub>z</sub> (psf)	Weight (lb/ft)	Wind		Seismic	
						Force (lb/ft)	Moment (k-ft)	Force (lb/ft)	Moment (k-ft)
(8) 7/8" Coax (AT&T)	0	126	0.87	19.17	4.32	16.63	132.0	0.12	0.94
(2) 1/2" (AT&T)	0	126	0.87	19.17	1.32	1.98	15.7	0.04	0.29
(8) 1-5/8" Coax (AT&T)	0	126	0.87	19.17	8.32	29.66	235.5	0.23	1.80
(4) 1-5/8" Coax (AT&T)	0	126	0.87	19.17	4.16	15.42	122.4	0.11	0.90
(7) 7/8" Coax (AT&T)	0	126	0.87	19.17	3.78	14.63	116.2	0.10	0.82
Σ =						621.73		Σ =	4.75

Original Design Dead Load Comparison	
Tower Design Load (kips)	291.6
Water Load (kips)	2919.0
Additions Load (kips)	5.2
Load Increase (%)	0.2%

Original Design Wind Comparison	
Original Design Shear (kips)	82.8
Additions Shear (kips)	12.8
Original Design Moment (k-ft)	6841.9
Additions Moment (k-ft)	988.6
Shear Increase (%)	15.4%
Moment Increase (%)	14.4%

### Hot Rolled Steel Properties

	Label	E [ksil]	G [ksil]	Nu	Therm (1...	Density[lb/ft^3]	Yield[ksil]	Ry	Fu[ksil]	Rt
1	ASTM A36	29000	11154	.3	.65	490	36	1.5	58	1.2
2	ASTM A283	29000	11154	.3	.65	490	30	1.2	55	1.1
3	ASTM A7	29000	11154	.3	.65	490	33	1.5	60	1.2

### Hot Rolled Steel Section Sets

	Label	Shape	Type	Design List	Material	Design ...	A [in2]	Iyy [in4]	Izz [in4]	J [in4]
1	Riser (0ft - 115ft)	60inØx0.4375in...	None	None	ASTM A36	Typical	81.865	36306..	36306..	72612..
2	Legs (0ft - 63ft)	36inØx0.5in Pipe	None	None	ASTM A36	Typical	55.763	8786.2	8786.2	17572.4
3	Brace Rods (0ft - 63ft)	2.25inØ SR	None	None	ASTM A36	Typical	3.976	1.258	1.258	2.516
4	Stay Rods @ 63ft	1inØ SR	None	None	ASTM A36	Typical	.785	.049	.049	.098
5	Struts @ 63ft	C7x12.2_C6x8.2	None	None	ASTM A36	Typical	5.771	23.61	30.947	.293
6	Legs (63ft - 125ft)	36inØx0.5in Pipe	None	None	ASTM A36	Typical	55.763	8786.2	8786.2	17572.4
7	Brace Rods (63ft - 125ft)	1.5inØ SR	None	None	ASTM A36	Typical	1.767	.249	.249	.497
8	Stay Rods @ 108ft	1inØ SR	None	None	ASTM A36	Typical	.785	.049	.049	.098

### Joint Boundary Conditions

	Joint Label	X [lb/in]	Y [lb/in]	Z [lb/in]	X Rot.[k-ft/rad]	Y Rot.[k-ft/rad]	Z Rot.[k-ft/rad]
1	RiserBottom	Reaction	Reaction	Reaction			
2	LegBaseA	Reaction	Reaction	Reaction			
3	LegBaseB	Reaction	Reaction	Reaction			
4	LegBaseC	Reaction	Reaction	Reaction			
5	LegBaseD	Reaction	Reaction	Reaction			
6	LegBaseE	Reaction	Reaction	Reaction			
7	LegBaseF	Reaction	Reaction	Reaction			

### Hot Rolled Steel Design Parameters

	Label	Shape	Length[ft]	Lbyy[ft]	Lbzz[ft]	Lcomp top[ft]	Lcomp bot[ft]	L-torqu...	Kyy	Kzz	Cb	Function
1	Riser	Riser (0ft - ...	115			Lbyy		0				Lateral
2	(B1) LegA	Legs (0ft - 6...	63.041			Lbyy		0				Lateral
3	(B1) LegB	Legs (0ft - 6...	63.041			Lbyy		0				Lateral
4	(B1) LegC	Legs (0ft - 6...	63.041			Lbyy		0				Lateral
5	(B1) LegD	Legs (0ft - 6...	63.041			Lbyy		0				Lateral
6	(B1) LegE	Legs (0ft - 6...	63.041			Lbyy		0				Lateral
7	(B1) LegF	Legs (0ft - 6...	63.041			Lbyy		0				Lateral
8	(B1) BR1AB	Brace Rods...	69.119			Lbyy		0				Lateral
9	(B1) BR1BC	Brace Rods...	69.119			Lbyy		0				Lateral
10	(B1) BR1CD	Brace Rods...	69.119			Lbyy		0				Lateral
11	(B1) BR1DE	Brace Rods...	69.119			Lbyy		0				Lateral
12	(B1) BR1EF	Brace Rods...	69.119			Lbyy		0				Lateral
13	(B1) BR1FA	Brace Rods...	69.119			Lbyy		0				Lateral
14	(B1) BR2AB	Brace Rods...	69.119			Lbyy		0				Lateral
15	(B1) BR2BC	Brace Rods...	69.119			Lbyy		0				Lateral
16	(B1) BR2CD	Brace Rods...	69.119			Lbyy		0				Lateral
17	(B1) BR2DE	Brace Rods...	69.119			Lbyy		0				Lateral
18	(B1) BR2EF	Brace Rods...	69.119			Lbyy		0				Lateral
19	(B1) BR2FA	Brace Rods...	69.119			Lbyy		0				Lateral
20	(E1) StrutAB	Struts @ 63ft	27.232			Lbyy		0				Lateral
21	(E1) StrutBC	Struts @ 63ft	27.232			Lbyy		0				Lateral
22	(E1) StrutCD	Struts @ 63ft	27.232			Lbyy		0				Lateral
23	(E1) StrutDE	Struts @ 63ft	27.232			Lbyy		0				Lateral
24	(E1) StrutEF	Struts @ 63ft	27.232			Lbyy		0				Lateral



Company : GPD  
 Designer : Condrut, Jennifer  
 Job Number : 2019723.16.8013.02  
 Model Name : 8013 Corinth (Parkridge)

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### Hot Rolled Steel Design Parameters (Continued)

	Label	Shape	Length[ft]	Lbyy[ft]	Lbzz[ft]	Lcomp top[ft]	Lcomp bot[ft]	L-torqu...	Kyy	Kzz	Cb	Function
25	(E1) StrutFA	Struts @ 63ft	27.232			Lbyy		0				Lateral
26	(E1) SRAR	Stay Rods ...	27.232			Lbyy		0				Lateral
27	(E1) SRBR	Stay Rods ...	27.232			Lbyy		0				Lateral
28	(E1) SRCR	Stay Rods ...	27.232			Lbyy		0				Lateral
29	(E1) SRDR	Stay Rods ...	27.232			Lbyy		0				Lateral
30	(E1) SRER	Stay Rods ...	27.232			Lbyy		0				Lateral
31	(E1) SRFR	Stay Rods ...	27.232			Lbyy		0				Lateral
32	(B2) LegA	Legs (63ft - ...	62.04			Lbyy		0				Lateral
33	(B2) LegB	Legs (63ft - ...	62.04			Lbyy		0				Lateral
34	(B2) LegC	Legs (63ft - ...	62.04			Lbyy		0				Lateral
35	(B2) LegD	Legs (63ft - ...	62.04			Lbyy		0				Lateral
36	(B2) LegE	Legs (63ft - ...	62.04			Lbyy		0				Lateral
37	(B2) LegF	Legs (63ft - ...	62.04			Lbyy		0				Lateral
38	(Top)BR1AB	Brace Rods...	67.304			Lbyy		0				Lateral
39	(Top)BR1BC	Brace Rods...	67.304			Lbyy		0				Lateral
40	(Top)BR1CD	Brace Rods...	67.304			Lbyy		0				Lateral
41	(Top)BR1DE	Brace Rods...	67.304			Lbyy		0				Lateral
42	(Top)BR1EF	Brace Rods...	67.304			Lbyy		0				Lateral
43	(Top)BR1FA	Brace Rods...	67.304			Lbyy		0				Lateral
44	(Top)BR2AB	Brace Rods...	67.304			Lbyy		0				Lateral
45	(Top)BR2BC	Brace Rods...	67.304			Lbyy		0				Lateral
46	(Top)BR2CD	Brace Rods...	67.304			Lbyy		0				Lateral
47	(Top)BR2DE	Brace Rods...	67.304			Lbyy		0				Lateral
48	(Top)BR2EF	Brace Rods...	67.304			Lbyy		0				Lateral
49	(Top)BR2FA	Brace Rods...	67.304			Lbyy		0				Lateral
50	(Top)SRAR	Stay Rods ...	25.612			Lbyy		0				Lateral
51	(Top)SRBR	Stay Rods ...	25.612			Lbyy		0				Lateral
52	(Top)SRCR	Stay Rods ...	25.612			Lbyy		0				Lateral
53	(Top)SRDR	Stay Rods ...	25.612			Lbyy		0				Lateral
54	(Top)SRER	Stay Rods ...	25.612			Lbyy		0				Lateral
55	(Top)SRFR	Stay Rods ...	25.612			Lbyy		0				Lateral

### Basic Load Cases

	BLC Description	Category	X Gravity	Y Gravity	Z Gravity	Joint	Point	Distribut...	Area(Me...	Surface(...
1	Dead Load (Original)	DL		-1			5	3		
2	Dead Load (Additions)	None					3	15		
3	Live Load	LL					2			
4	Snow Load	SL					2			
5	Water Load	None					1			
6	Wind @ 60° (Original) (OCL)	None				168	10	32		
7	Wind @ 0° (Original) (FCL)	None				168	10	32		
8	Wind @ 0° (Additions) (FCL)	None					6	30		
9	Wind @ 90° (Original) (OCF)	None				168	10	32		
10	Wind @ 150° (Original) (FCF)	None				168	10	32		
11	Wind @ 150° (Additions) (FCF)	None					6	30		
12	Seismic @ 0° (Original) (CL)	None				168	16	32		
13	Seismic @ 0° (Additions) (CL)	None					6	30		
14	Seismic @ 150° (Original) (CF)	None				168	16	32		
15	Seismic @ 150° (Additions) (CF)	None					6	30		



Company : GPD  
 Designer : Condrut, Jennifer  
 Job Number : 2019723.16.8013.02  
 Model Name : 8013 Corinth (Parkridge)

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### Load Combinations

Description	S...	P...	S...	B...	Fa...	BLC	Fa...	BLC	Fa...	B...	Fa...	B...	Fa...	B...	Fa...	B...	Fa...	B...	Fa...	B...	Fa...
1 DL + Water Load + LL + SL	Y...			DL	1	2	1	5	1	LL	1	SL	1								
2 DL + Water Load + W(LC) + LL	Y...			DL	1	2	1	5	1	7	1	8	1	LL	1						
3 DL + Water Load + W(FC) + LL	Y...			DL	1	2	1	5	1	10	1	11	1	LL	1						
4 DL + Water Load + S(LC) + LL	Y...			DL	1	2	1	5	1	12	1	13	1	LL	1						
5 DL + Water Load + S(FC) + LL	Y...			DL	1	2	1	5	1	14	1	15	1	LL	1						
6 DL + W(LC)	Y...			DL	1	2	1	7	1	8	1										
7 DL + W(FC)	Y...			DL	1	2	1	10	1	11	1										
8 [Original] DL + Water Load + LL ...	Y...			DL	1	5	1	LL	1	SL	1										
9 [Original] DL + Water Load + W(...)	Y...			DL	1	5	1	6	1	LL	1										
10 [Original] DL + Water Load + W(...)	Y...			DL	1	5	1	9	1	LL	1										
11 [Original] DL + Water Load + S(L...	Y...			DL	1	5	1	12	1	LL	1										
12 [Original] DL + Water Load + S(F...	Y...			DL	1	5	1	14	1	LL	1										
13 [Original] DL + W(LC)	Y...			DL	1	6	1														
14 [Original] DL + W(FC)	Y...			DL	1	9	1														
15 DL	Y...			DL	1	2	1														
16 Water Load	Y...			5	1																
17 SL	Y...			SL	1																
18 LL	Y...			LL	1																
19 W(CL)	Y...			7	1	8	1														
20 W(CF)	Y...			10	1	11	1														
21 S(CL)	Y...			12	1	13	1														
22 S(CF)	Y...			14	1	15	1														

### Load Combination Design

Description	ASIF	CD	Service	Hot	Roll...	Cold	For...	Wood	Concrete	Masonry	Aluminum	Stainless	Connect...
1 DL + Water Load + LL + SL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 DL + Water Load + W(LC) + LL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 DL + Water Load + W(FC) + LL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 DL + Water Load + S(LC) + LL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 DL + Water Load + S(FC) + LL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 DL + W(LC)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 DL + W(FC)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8 [Original] DL + Water Load + L...					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9 [Original] DL + Water Load + ...					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10 [Original] DL + Water Load + ...					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11 [Original] DL + Water Load + S...					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12 [Original] DL + Water Load + S...					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13 [Original] DL + W(LC)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14 [Original] DL + W(FC)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
15 DL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
16 Water Load					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
17 SL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
18 LL					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
19 W(CL)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
20 W(CF)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
21 S(CL)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
22 S(CF)					Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

### Material Takeoff

Material	Size	Pieces	Length[ft]	Weight[LB]
1 General				
2 RIGID		13	337	0
3 Total General		13	337	0
4				

**Material Takeoff (Continued)**

	Material	Size	Pieces	Length[ft]	Weight[LB]
5	Hot Rolled Steel				
6	ASTM A36	1.5inØ SR	12	771.6	4640.1
7	ASTM A36	1inØ SR	12	269.1	719.1
8	ASTM A36	2.25inØ SR	12	793.4	10734.9
9	ASTM A36	36inØx0.5in Pipe	12	750.5	142404.7
10	ASTM A36	60inØx0.4375in Pipe	1	115	32035.6
11	ASTM A36	C7x12.2 C6x8.2	6	145.4	2855
12	Total HR Steel		55	2845	193389.3

**Envelope Joint Reactions**

LC	Joint		X [k]	LC	Y [k]	LC	Z [k]	LC	MX [lb-ft]	LC	MY [lb-ft]	LC	MZ [lb-ft]	LC
1	RiserBottom	max	3.255	10	32.395	15	3.376	2	0	22	0	22	0	22
2		min	-0.892	22	0	16	-2.972	3	0	1	0	1	0	1
3	LegBaseA	max	23.105	9	645.482	5	18.48	21	0	22	0	22	0	22
4		min	-0.585	5	-123.227	21	-22.875	3	0	1	0	1	0	1
5	LegBaseB	max	19.312	22	530.293	1	27.705	21	0	22	0	22	0	22
6		min	-16.363	1	-65.921	21	-20.168	3	0	1	0	1	0	1
7	LegBaseC	max	19.79	13	605.699	4	21.357	9	0	22	0	22	0	22
8		min	-16.378	1	-105.123	22	-25.483	22	0	1	0	1	0	1
9	LegBaseD	max	20.979	5	651.034	4	24.823	2	0	22	0	22	0	22
10		min	-0.007	19	-105.133	22	-15.901	22	0	1	0	1	0	1
11	LegBaseE	max	19.803	9	604.975	4	15.386	2	0	22	0	22	0	22
12		min	-8.945	19	-10	22	-21.8	22	0	1	0	1	0	1
13	LegBaseF	max	19.799	10	644.978	5	27.694	21	0	22	0	22	0	22
14		min	-2.105	21	-65.915	21	-11.856	3	0	1	0	1	0	1
15	Totals:	max	83.443	10	3215.861	1	92.832	2						
16		min	0	4	0	19	-81.185	3						





**Water Tower Design Results (AWWA D100-11)**  
**8013 Corinth (Parkridge)**  
 2019723.16.8013.02

Controlling Member Demand/Capacity Ratios				
Legs	Riser	Struts	Brace Rods	Stay Rods
62.7%	3.7%	79.1%	79.7%	16.6%

Corrected Member Capacities with AWWA Allowable Increase								
Load Combination	Load Combination Description	Lateral Loading?	Water Tower Member					
			Legs	Riser	Struts	Brace Rods	Stay Rods	
1	DL + Water Load + LL + SL	No	53.5%	0.0%	10.1%	0.0%	0.0%	
2	DL + Water Load + W(LC) + LL	Yes	50.8%	2.6%	64.9%	61.4%	16.5%	
3	DL + Water Load + W(FC) + LL	Yes	50.9%	2.6%	65.0%	48.6%	12.0%	
4	DL + Water Load + S(LC) + LL	Yes	62.7%	3.7%	79.1%	79.7%	13.0%	
5	DL + Water Load + S(FC) + LL	Yes	61.2%	3.7%	71.2%	61.4%	11.6%	
6	DL + W(LC)	Yes	10.1%	2.2%	57.8%	53.6%	16.6%	
7	DL + W(FC)	Yes	9.8%	2.3%	66.8%	48.8%	13.4%	
8	[Original] DL + Water Load + LL + SL	No	53.4%	2.5%	10.1%	0.0%	0.0%	
9	[Original] DL + Water Load + W(LC) + LL	Yes	51.0%	2.4%	60.6%	56.3%	12.5%	
10	[Original] DL + Water Load + W(FC) + LL	Yes	50.0%	2.5%	53.9%	43.6%	11.7%	
11	[Original] DL + Water Load + S(LC) + LL	Yes	62.7%	3.7%	79.1%	79.7%	13.0%	
12	[Original] DL + Water Load + S(FC) + LL	Yes	61.1%	3.7%	71.0%	61.4%	11.6%	
13	[Original] DL + W(LC)	Yes	9.2%	2.2%	54.5%	49.0%	15.1%	
14	[Original] DL + W(FC)	Yes	8.9%	2.2%	55.7%	43.7%	13.0%	



**Anchor Bolt Analysis**  
**8013 Corinth (Parkridge)**  
**2019723.16.8013.02**

<b>Tower Reactions</b>	
Uplift (DL+WL) =	36.01 kips

<b>Leg Anchorage</b>	
Bolt Designation =	A36
Quantity =	3
Diameter =	1.625
Bolt Area ( $A_n$ ) =	1.61 in <sup>2</sup>
Stress DL+WL ( $f_u$ ) =	7.45 ksi
Allowable Unit Stress =	15 ksi
<b>Capacity =</b>	<b>37.3%</b>

Note: Min. Root Area by regression analysis from AISC tables when unpublished.

**⚠** This is a beta release of the new ATC Hazards by Location website. Please contact us with feedback.

# ATC Hazards by Location

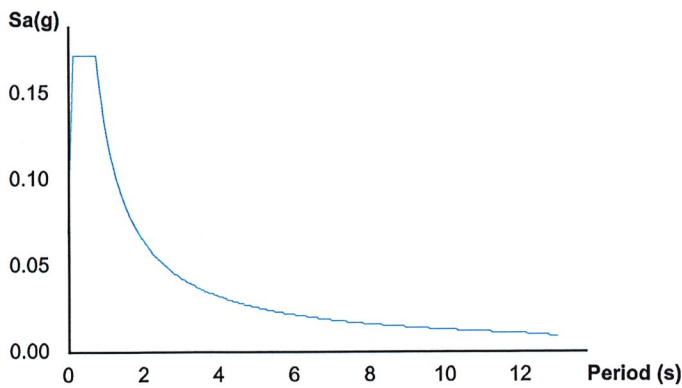
## Search Information

**Address:** 3011 Parkridge Dr, Corinth, TX 76210, USA  
**Coordinates:** 33.13023879999999, -97.06168930000001  
**Timestamp:** 2019-01-30T20:49:45.761Z  
**Hazard Type:** Seismic  
**Reference Document:** ASCE7-10  
**Risk Category:** II  
**Site Class:** D  
**Report Title:** USID: 8013

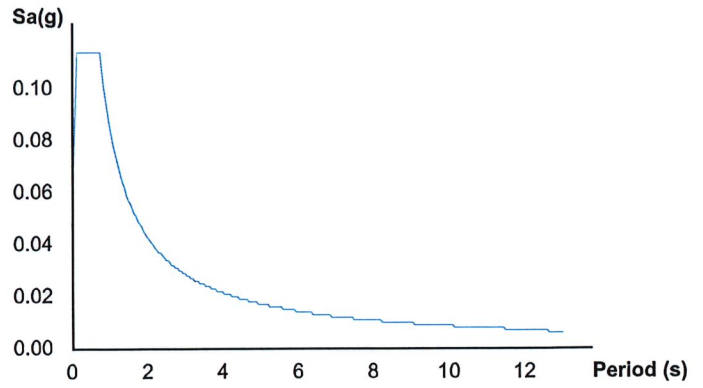
## Map Results



**MCER Horizontal Response Spectrum**



**Design Horizontal Response Spectrum**



## Text Results

### Basic Parameters

Name	Value	Description
S <sub>S</sub>	0.107	MCE <sub>R</sub> ground motion (period=0.2s)
S <sub>1</sub>	0.054	MCE <sub>R</sub> ground motion (period=1.0s)
S <sub>MS</sub>	0.172	Site-modified spectral acceleration value
S <sub>M1</sub>	0.129	Site-modified spectral acceleration value

S <sub>DS</sub>	0.114	Numeric seismic design value at 0.2s SA
S <sub>D1</sub>	0.086	Numeric seismic design value at 1.0s SA

**Additional Information**

Name	Value	Description
SDC	B	Seismic design category
F <sub>a</sub>	1.6	Site amplification factor at 0.2s
F <sub>v</sub>	2.4	Site amplification factor at 1.0s
PGA	0.051	MCE <sub>G</sub> peak ground acceleration
F <sub>PGA</sub>	1.6	Site amplification factor at PGA
PGA <sub>M</sub>	0.082	Site modified peak ground acceleration
T <sub>L</sub>	12	Long-period transition period (s)
SsRT	0.107	Probabilistic risk-targeted ground motion (0.2s)
SsUH	0.121	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
SsD	1.5	Factored deterministic acceleration value (0.2s)
S1RT	0.054	Probabilistic risk-targeted ground motion (1.0s)
S1UH	0.062	Factored uniform-hazard spectral acceleration (2% probability of exceedance in 50 years)
S1D	0.6	Factored deterministic acceleration value (1.0s)
PGAd	0.5	Factored deterministic acceleration value (PGA)

*The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.*

**Disclaimer**

Hazard loads are provided by the United States Geological Survey [Seismic Design Web Services](#).

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## APPENDIX C

### Foundation Analysis

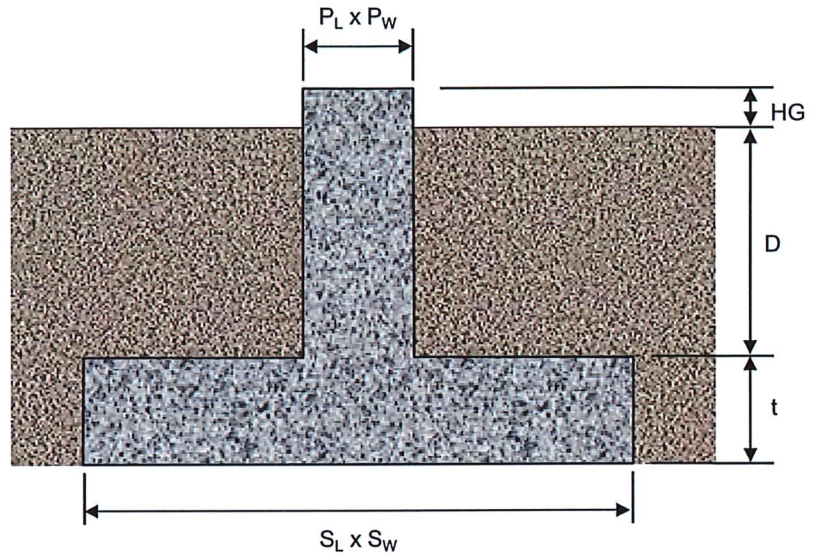


**Water Tower Foundation Analysis**  
**8013 Corinth (Parkridge)**  
 2019723.16.8013.02

Tower Reactions		
Uplift =	-36.01	kips
Compression =	651.03	kips
Shear =	25.95	kips

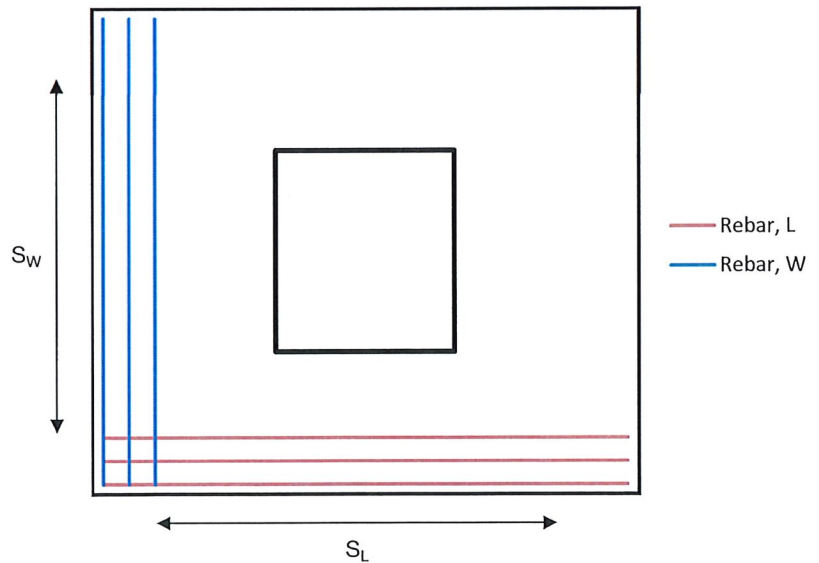
Overall Capacities	
Soil Bearing =	56.0%
Foundation Uplift =	18.0%
Reinforcement =	Not Verified
<b>Controlling Capacity =</b>	<b>56.0%</b>

Foundation Geometry		
Pier Depth (D) =	8.75	ft
Pier Length (P <sub>L</sub> ) =	3.75	ft
Pier Width (P <sub>W</sub> ) =	4.75	ft
Slab Length (S <sub>L</sub> ) =	11.50	ft
Slab Width (S <sub>W</sub> ) =	11.50	ft
Slab Thickness (t) =	2.50	ft
Height Above Grade (HG) =	0.50	ft
Concrete Unit Weight =	0.150	kcf
Concrete Weight =	74.3	kips
Foundation Bearing Area =	132.3	ft <sup>2</sup>
Bearing Section Modulus =	179.2	ft <sup>3</sup>
Q <sub>Axial</sub> =	6.43	ksf
Q <sub>max,L</sub> =	7.63	ksf
Q <sub>max,W</sub> =	7.63	ksf
Q <sub>max,45</sub> =	8.13	ksf



Soil Properties		
Soil Unit Weight =	0.125	kcf
Bearing Type =	Net	
Ultimate Bearing =	24	ksf
Soil Weight =	125.2	kips

Foundation Reinforcing		
Reinforcing Known	No	
Concrete Strength (f' <sub>c</sub> ) =		psi
Rebar Strength (F <sub>y</sub> ) =		ksi
Pier Rebar Size =		
Pier Rebar Quantity =		
Slab Rebar Size, L		
Slab Rebar Size, W		
Slab Rebar Quantity, L =		
Slab Rebar Quantity, W		
Slab Clear Cover =		in
Pier Clear Cover =		in



**GEOTECHNICAL REPORT**

**Client Site Number:** DXL00250  
**Site USID:** 8013  
**FA Number:** 10077873  
**Site Name:** CORINTH (PARKRIDGE)

**Site Data:** 3011 Parkridge  
Corinth (Denton County), Texas 76210  
Latitude 33° 08' 08.299" N, Longitude 97° 03' 46.399" W  
Existing Water Tank

*GPD Group* is pleased to submit this **Geotechnical Report** for the aforementioned tower. The purpose of the following report is to summarize the soil/rock conditions encountered during the subsurface exploration at this site and provide geotechnical engineering parameters for structural evaluation of the existing tower foundation system.

We at *GPD Group* appreciate the opportunity to provide continuing professional services to you. Please feel free to contact us with any questions or if you need additional assistance.

Respectfully Submitted,



Christopher J. Scheks, P.E.  
GPD Group, Professional Corporation



GPD Group, Professional Corporation  
Texas Registration No. 16477

*Attachments:* Site Location Map  
Satellite Photograph  
Topographic Map  
Boring Log

## GEOTECHNICAL EXPLORATION

Drilling and soil sampling was performed by Total Support Services, Inc. using a truck-mounted Mobile B-59 drill rig with solid flight augers and an automatic SPT hammer. One (1) sample boring was drilled near the tower foundation to a depth of about forty (40) feet. Representative samples were obtained by the split-barrel sampling procedure in general accordance with appropriate ASTM standards. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance value (N). Sampling depths and penetration distance, plus the standard penetration resistance values, are shown on the attached boring log. The samples were sealed and mailed to our laboratory for soil classification in general accordance with appropriate ASTM standards.

The subsurface conditions encountered at the boring location are indicated on the attached boring log. The stratification boundaries on the boring log represent the approximate location of changes in soil/rock types; in-situ, the transition between materials may be gradual. The boring log includes visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples.

## SOIL CLASSIFICATION

The soil samples were classified in general accordance with the appropriate ASTM standard based on visual observation, texture and plasticity. Estimated group symbols according to the Unified Soil Classification System are given on the attached boring log.

## GROUNDWATER

Groundwater was encountered during drilling operations at a depth of about 27 feet below grade and after drilling operations at a depth of 35 feet below grade as noted on the attached boring log. It should be noted that fluctuations in the groundwater level can occur and perched water can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. Long term monitoring in cased holes or piezometers would be necessary to accurately evaluate the potential range of groundwater conditions on the site.

## GEOTECHNICAL RECOMMENDATIONS

Based on the results of this study, the following net design parameters may be used to evaluate the capacity of the foundation system. A factor of safety of 3 should be applied to the ultimate bearing pressure values provided below. The cohesion, internal angle of friction and unit weight parameters along with the vertical modulus of subgrade reaction and sliding friction coefficient values given in the following table are based on the results of the sample boring, published values and our past experience with similar soil types. These values should, therefore, be considered approximate.

**Table 1: Water Tower – Pad and Pier – Ultimate Design Parameters**

Depth (feet)	USCS	Unit Weight (pcf)	Ultimate Bearing Pressure (psf)	Sliding Friction Coefficient @ Base	Vertical Modulus of Subgrade Reaction (pci)	Internal Angle of Friction (Degrees)	Cohesion (psf)
0 – 2	CL	120	Ignore	-	-	-	-
2 – 8	CL	130	21,000	0.35	350	0	3,500
8 – 12	SC	125	24,000	0.40	400	38	0
12 – 15	CL-CH	130	24,000	0.35	400	0	4,000



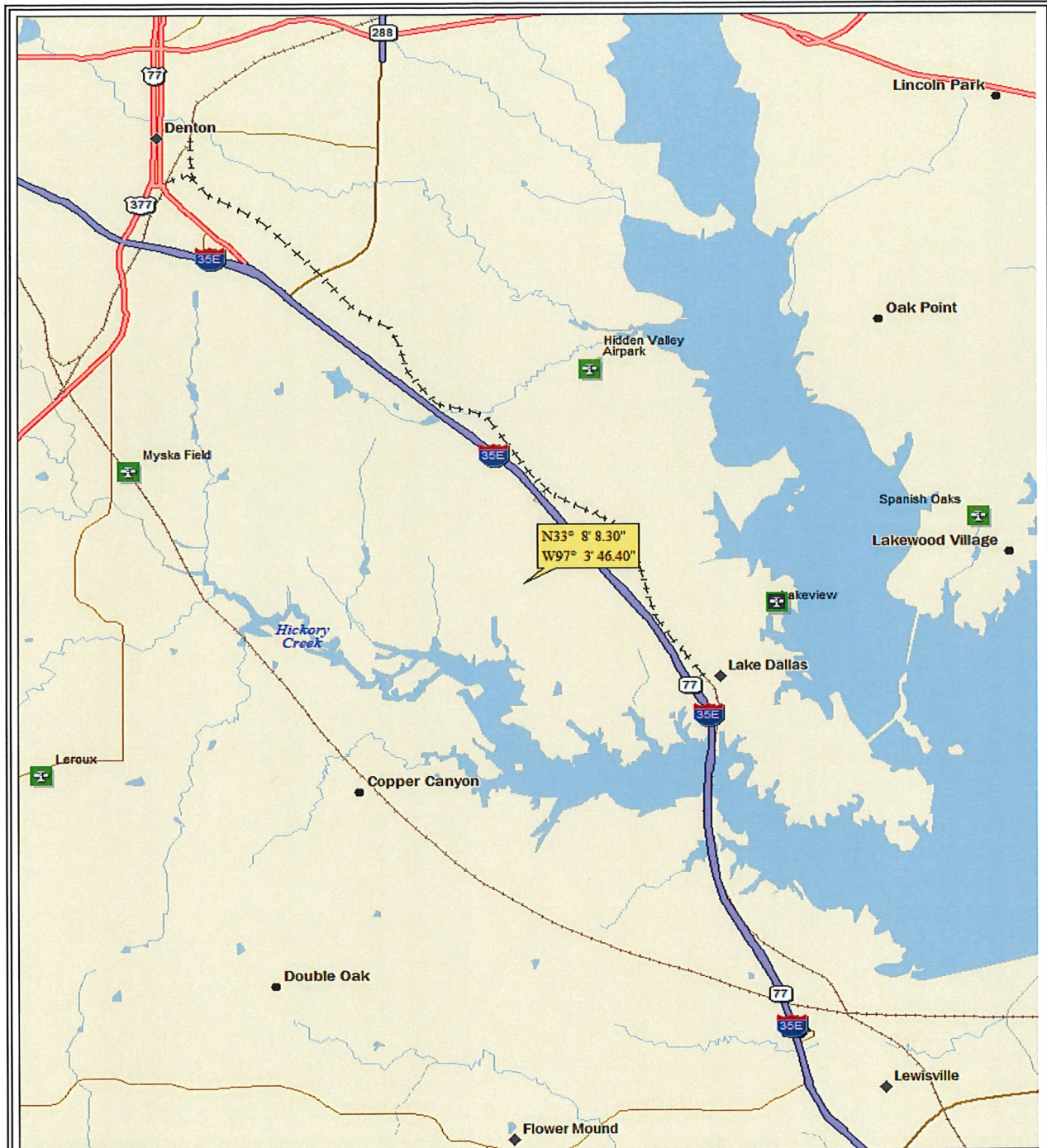
*The above parameters provided in Table 1 are for the evaluation of the existing tower foundation system. In the event that modifications or new tower construction is required, these parameters are not considered valid and GPD Group should be notified immediately to provide appropriate design parameters, as warranted.*

## **QUALIFICATIONS**

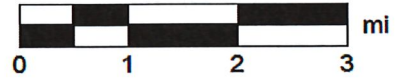
The analysis and recommendations presented in this report are based upon the data obtained from the boring performed at this site and from other information discussed in this report. This report does not reflect variations that may occur across the site or due to the modifying effects of weather.

This report has been prepared for the exclusive use of **Ericsson Inc.** for specific application to the project discussed herein and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made. In the event that changes in the nature or design as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless **GPD Group** reviews the changes and either verifies or modifies the conclusions of this report in writing.

The scope of services for this project does not include either specifically or by implication any environmental assessment of the site or identification of contaminated or hazardous materials or conditions. If the owner is concerned about the potential for such contamination, other studies should be undertaken.



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 www.delorme.com



Data Zoom 10-7



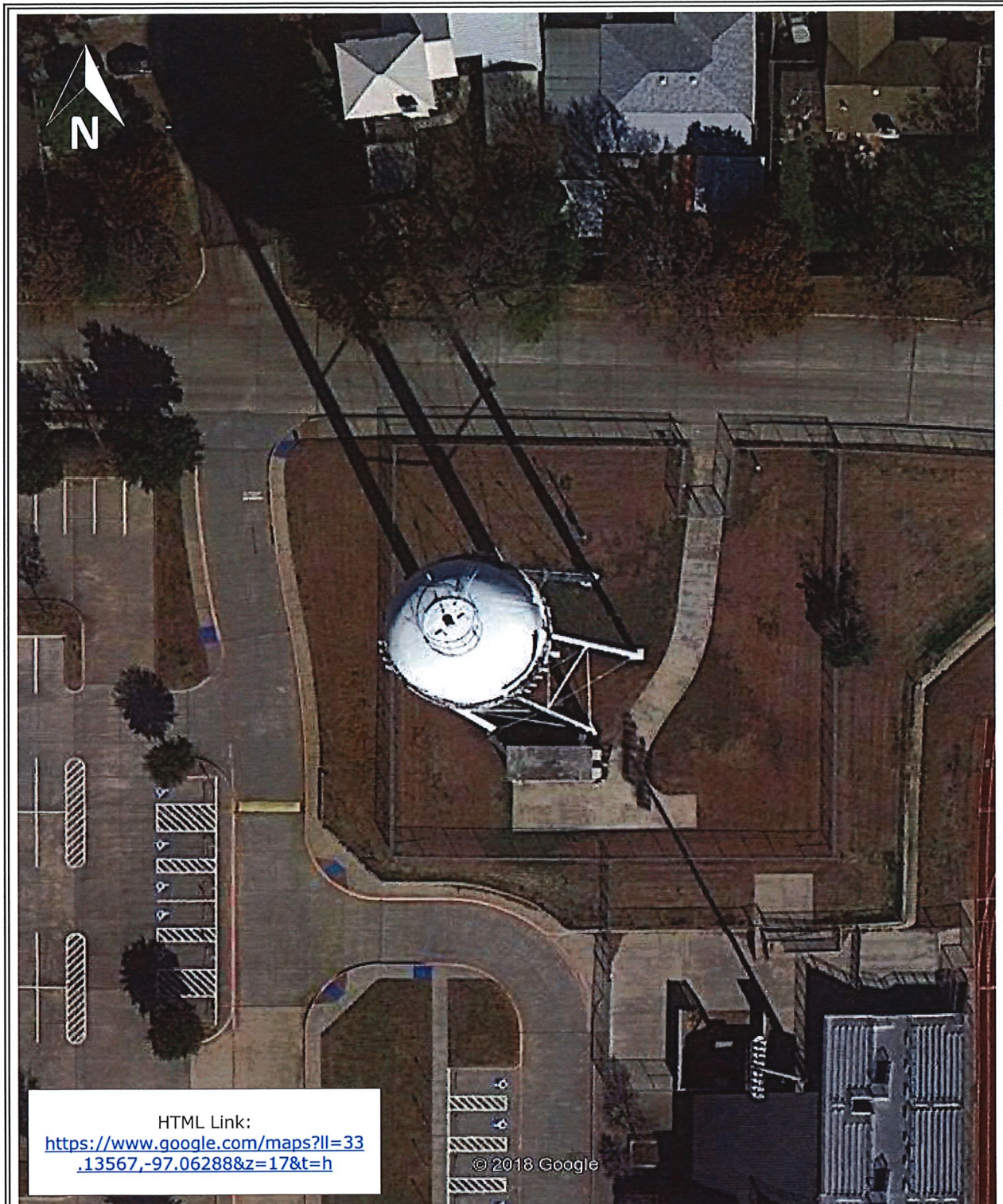
## **SITE LOCATION MAP**

**Site Name:** CORINTH (PARKRIDGE)

**Site USD:** 8013

**GPD Job Number:** 2019723.8013.03

**Date:** September 2019



HTML Link:  
<https://www.google.com/maps?ll=33.13567,-97.06288&z=17&t=h>

© 2018 Google



## **SATELLITE PHOTOGRAPH**

**Site Name:** CORINTH (PARKRIDGE)

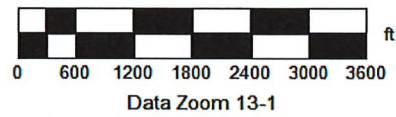
**Site USID:** 8013

**GPD Job Number:** 2019723.8013.03

**Date:** September 2019



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c

## TOPOGRAPHIC MAP

Site **USID:** 8013  
 GPD **Job Number:** 2019723.8013.03  
**Date:** September 2019





**GPD# 2019723.8013.03**  
September 9, 2019

## FOUNDATION NDT MAPPING REPORT

**Client Site Number:** DXL00250  
**Site USID:** 8013  
**FA Number:** 10077873  
**Site Name:** CORINTH (PARKRIDGE)

**Site Data:** 3011 Parkridge  
Corinth (Denton County), Texas 76210  
Latitude 33° 08' 08.299" N, Longitude 97° 03' 46.399" W  
Existing Water Tank

*GPD Group* is pleased to submit this **Foundation NDT Mapping Report** for the aforementioned tower. The purpose of this report is to summarize the results of our foundation exploration and provide the type and dimensions of the existing tower foundation system. The results of our non-destructive testing (NDT) for the detection of steel reinforcement bars within the upper exposed portion of the concrete tower foundation are also provided.

We at *GPD Group* appreciate the opportunity to provide continuing professional services to you. Please feel free to contact us with any questions or if you need additional assistance.

Respectfully Submitted,

Tyler Gaebler  
GPD Group, Professional Corporation

*Attachments:* Tower Riser Foundation Drawing  
Tower Leg Foundation Drawing  
Site Photographs

## TESTING METHODOLOGY

The dimensions of the existing foundation system were estimated using Sonic-Echo Impulse Response non-destructive testing (NDT) equipment in conjunction with hand tooling (i.e. probe rods and hand augers). In the Sonic-Echo Impulse Response testing procedure, the exposed top surface of an existing foundation is impacted with an instrumented hammer. The echoes of this impaction are recorded by a receiver. This data is then analyzed in order to determine the length of the existing foundation.

The size and spacing of the steel reinforcement (rebar) within the upper exposed portion of the formed concrete piers supporting both the tower riser and tower legs were estimated using a GSSI StructureScan Mini GPR Unit. GPR antennas transmit electrical pulses into the ground or concrete at a particular frequency. The strength and time required for the return of the pulse are recorded. A series of electric pulses are recorded in a scan which is then interpreted via computer software.

Refer to the attached Tower Riser Foundation Drawing and Tower Leg Foundation Drawing for the results of this field exploration.

## DISCUSSION OF RESULTS AND LIMITATIONS

If the foundation discussed herein has been modified, it is likely that full access to portions of the original foundation is limited. Access to the foundation system may also be precluded by the presence of nearby equipment, excessive grounding wires, ice-bridge posts, etc. If access is limited, portions of non-destructive testing may not be able to be performed and the data obtained and testing results may be limited.

The recorded lengths and depths of foundation systems can be affected by various factors including the velocity of the energy wave within the foundation systems (varies depending on concrete composition, age of concrete, and other factors), the presence of a groundwater table, changes in soil stratification, and the presence of bedrock. Additionally, variations in the geometric dimensions (including breaks/voids in the concrete) of the foundation system may affect the depth interpreted from the testing data. Furthermore, the presence and dimensions of belled or tapered portions of piers may not be able to be detected using conventional NDT methods.

The dimensions, quantity, and spacing of rock anchors, micropiles, and helical anchors (if present) typically cannot be determined using conventional NDT methods. More invasive testing may be required to determine the properties of these foundation components (if present). This testing can be cost-prohibitive and may still yield limited results.

GPR testing can detect metallic and non-metallic objects within about 20 inches of the concrete surface under ideal conditions using a 1600 MHz antenna. If the depth to steel reinforcement is greater than 20 inches or environmental interference is limiting the penetration depth of the GPR, steel reinforcement (if present) will not be able to be detected using conventional NDT practices. Additionally, multiple layers of steel reinforcement may not be detected due to interference from previous layers of reinforcement. Furthermore, if the steel reinforcement does not extend to where testing is conducted, steel reinforcement (if present) will not be detected. The location where testing is conducted is affected by the presence of concrete overspill (where the smooth concrete pier cap transitions to a cast-in-place drilled pier), the presence of water near the ground surface, access to the side of the foundation, and/or the feasibility of hand-excavation of the soil. It should be noted that determining if reinforcement is present along the full length of a foundation system is beyond the scope of this investigation.

## QUALIFICATIONS

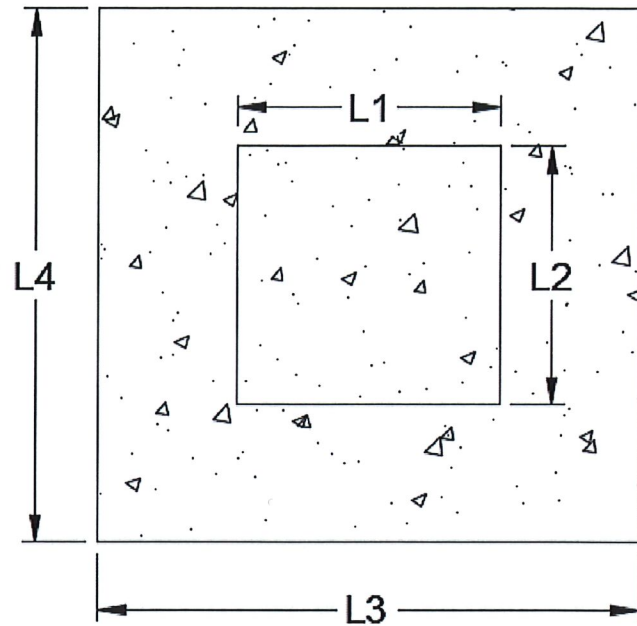
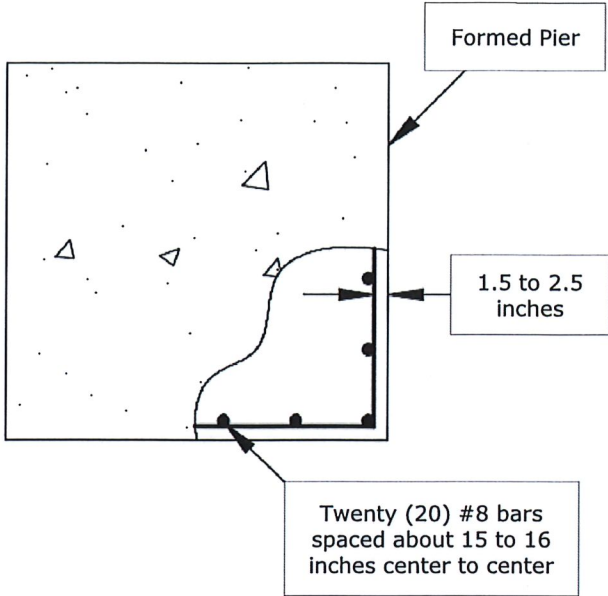
The findings presented in this report are based upon the data obtained from the foundation exploration and from other information discussed in this report. The scope of services does not include either specifically or by implication any environmental assessment of the site or identification of contaminated or hazardous materials or conditions.

This report has been prepared for the exclusive use of **Ericsson Inc.** for specific application to the project discussed and has been prepared in accordance with generally accepted foundation exploration practices. No warranties, either expressed or implied, are intended or made. In the event that changes in the nature or design of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless **GPD Group** reviews the changes, and either verifies or modifies the conclusions of this report in writing.



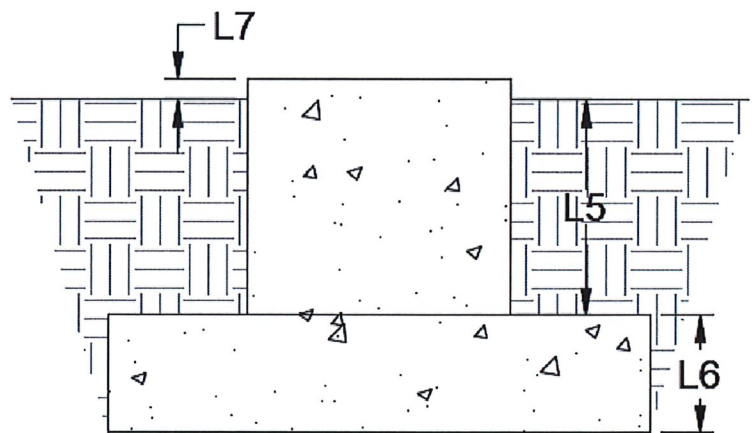
**Pier Steel Reinforcement**

**Tower Riser Foundation**



**Foundation Dimensions**

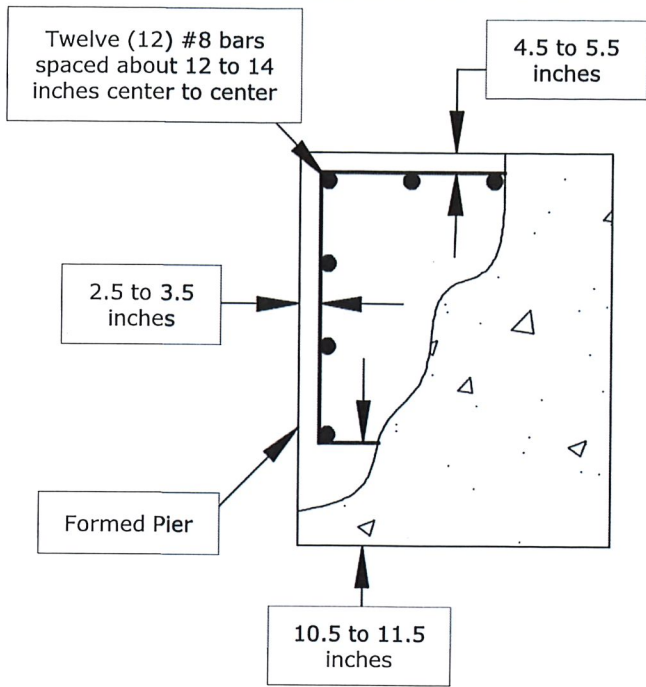
- L1:** 6.7 feet
- L2:** 6.7 feet
- L3:** 13.5 feet
- L4:** 13.5 feet
- L5:** 7.5 feet
- L6:** 2.5 feet
- L7:** 6 inches



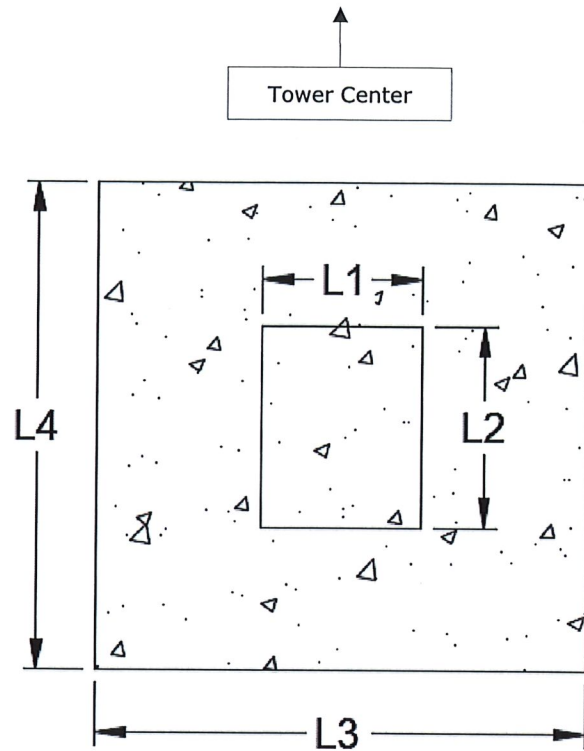
**TOWER RISER FOUNDATION DRAWING**

**Site Name:** CORINTH (PARKRIDGE)  
**Site USID:** 8013  
**GPD Job Number:** 2019723.8013.03  
**Date:** September 2019

**Pier Steel Reinforcement (Typical)**

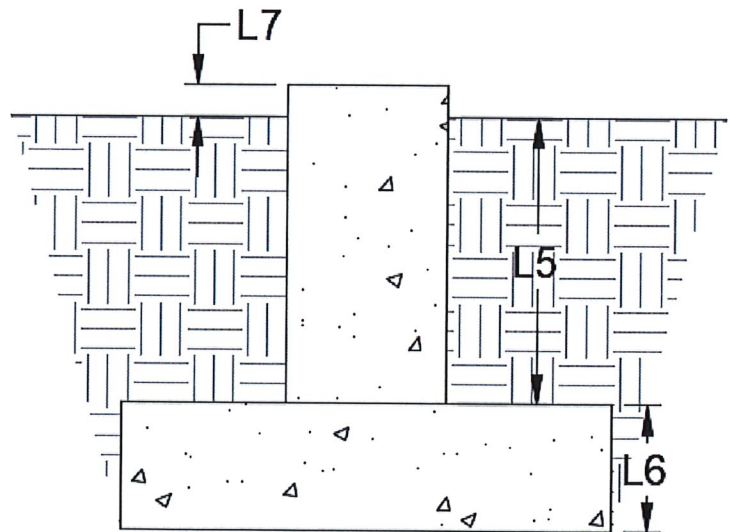


**Tower Leg Foundation (Typical)**



**Foundation Dimensions (Typical)**

- L1:** 3.75 feet
- L2:** 4.75 feet
- L3:** 11.5 feet
- L4:** 11.5 feet
- L5:** 8.75 to 9 feet (varies)
- L6:** 2.5 feet
- L7:** 6 to 9 inches (varies)

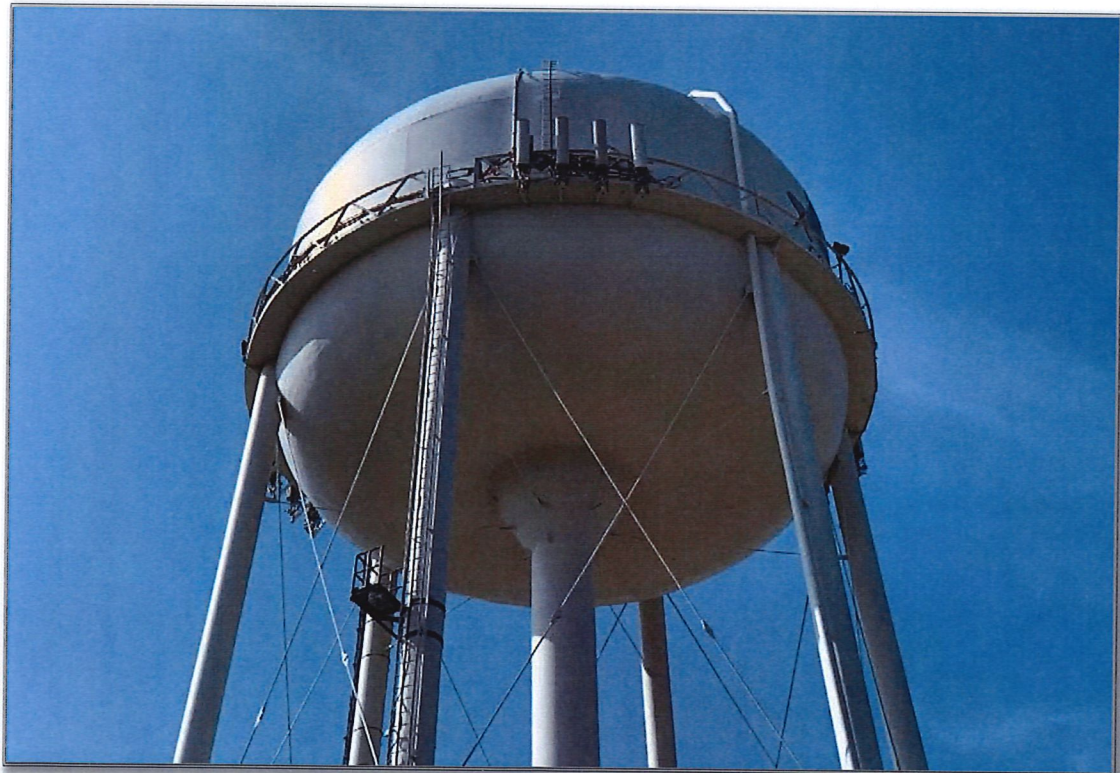


**TOWER LEG FOUNDATION DRAWING**

**Site Name:** CORINTH (PARKRIDGE)  
**Site USID:** 8013  
**GPD Job Number:** 2019723.8013.03  
**Date:** September 2019



1) PLACARD



2) ANTENNA CONFIGURATION



3) TOWER COMPOUND



4) TOWER BASE



5) TOWER RISER



6) TOWER RISER AT GROUND SURFACE



7) TOWER LEG (TYPICAL)



8) TOWER LEG AT GROUND SURFACE

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** CWD Contract  
**Submitted For:** Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive  
Government  
Regional Cooperation

**AGENDA ITEM**

Consider and act on an Ordinance approving the Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth Texas by and between the City of Corinth and Community Waste Disposal.

**AGENDA ITEM SUMMARY/BACKGROUND**

The current solid waste collections contract expires December 31, 2019. Council discussed the various options available during the spring and based on that discussion staff has pursued a renewal of the contract with CWD under the franchise provision of the city charter.

The term of the contract is five (5) years beginning January 1, 2020 through December 31, 2024, with up to three (3) renewal terms of three (3) years each.

The proposed agreement will provide for the following services:

- Continuation of 10 bags per week of garbage collection collected once per week, with collection services to be performed between the hours of 7:00 a.m. and 7:00 p.m. Services will not be provided on Thanksgiving Day and Christmas Day.
- Continuation of a 65-gallon recycling cart collection collected once per week.
- Provides for the collection of large brush and bulky items weekly.
- Provides for the continuation of an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for the pickup of said items at resident's location. Pickups shall be made within two (2) weeks of call to schedule service.
- CWD will provide twelve (12) 30-yard roll-off Containers for neighborhood clean-up events. Complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a minimum two (2) week notification to Contractor to schedule such events.
- CWD will continue an annual contribution of \$5,000 to the City of Corinth for the benefit of Keep Corinth Beautiful. Additionally, CWD will continue an annual contribution of \$1,500 for support of City sponsored events.
- CWD will provide billing to and collection from all commercial accounts and will pay a franchise fee of five (5) percent of the gross amount collected for services to Commercial and Industrial Units.

The rates under this agreement will be:

Residential	\$12.09
Senior	\$10.85

Rates will be adjusted annually based on a formula composed of elements in the CPI index, CNG Fuel and landfill disposal rates.

The proposed rates compare to area communities as follows:

Eules	\$11.22
Corinth	12.09

Lewisville	12.35
Hurst	12.36
Flower Mound	13.41
Colleyville	13.63
Highland Village	14.77
Allen	15.02
Lake Dallas	16.07
Hickory Creek	16.07
Plano	16.10
Fort Worth	17.50
The Colony	17.83
Shady Shores	19.59
Denton	24.51
Dallas	29.54

**RECOMMENDATION**

Staff recommends approval of the contract as submitted.

---

**Attachments**

CWD Solid Waste Disposal Services Contract  
Solid Waste Franchise Ordinance

---



**CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP  
FOR COLLECTION OF SOLID WASTE**

**THIS CONTRACT** is made and entered into by and between the City of Corinth, Texas, a Texas municipal corporation located in Denton County, Texas (hereinafter “City”), and Community Waste Disposal, LP (hereinafter “Contractor”), a Texas limited partnership (hereinafter “Contract”).

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

**1. Grant of License; Term**

- A. Contractor is hereby granted a license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents (defined herein).
  
- B. The term of this Contract shall be five (5) years beginning January 1, 2020, through midnight, December 31, 2024, (“Initial Term”) with up to three (3) renewal terms of three (3) years each pending written agreement of both parties (“Renewal Term(s)"). Should either party desire to renew and extend the Contract for one or more of the additional three (3) year renewal periods, the party shall give written notice to the other party not less than one hundred and eighty (180) days prior to the expiration of the then current term of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within sixty (60) days.

**2. Contract**

- A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:
  - 1. This Contract and Contract terms and definitions (“Contract”);
  - 2. Rates and Fees (Exhibit A)
  - 3. Recycle Revenue Sharing Program (Exhibit B)
  - 4. The Performance bond (Exhibit C) ; and
  - 5. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
  
- B. Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

D. In the event of any conflict between any provision of this Contract and any provision in an exhibit hereto, the provisions of this Contract shall control.

### **3. Definitions**

Bag(s): Plastic sack(s), designed to store Refuse and having sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling): See definition of Recycling Container.

Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than forty (40) pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or forty (40) pounds in weight.

City: The City of Corinth, Texas.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container: A receptacle with a capacity of at least eighteen (18) to twenty (20) gallons but less than thirty-five (35) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 pounds.

Contract Documents: This Contract signed by Contractor and City and the documents listed in Section 2, entitled "Contract".

Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential Unit, Commercial Hand Collect Unit, Commercial or Industrial Unit who generates Refuse.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. §7401, *et seq.*); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. §1401-1445); (iii) the Clean Water Act (33 U.S.C. §1251, *et seq.*); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §6901, *et seq.*); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9601, *et seq.*); (vi) Toxic Substances Control Act (15 U.S.C. §2601, *et seq.*); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C §135, *et seq.*); (viii)

the Safe Drinking Water Act (42 U.S.C. §300(f), *et seq.*); (ix) Occupational Health and Safety Act (29 U.S.C. §651, *et seq.*); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. §2001, *et seq.*); (xi) the Hazardous Materials Transportation Act (49 U.S.C. §1801, *et seq.*); (xii) the Noise Control Act of 1972 (42 U.S.C §4901, *et seq.*); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§4321–4347).

Garbage: Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. §1002, *et seq.*, or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. §2601, *et seq.*, regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term Hazardous Waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart: A wheeled receptacle with a maximum capacity of either sixty-five (65) or ninety (90) to ninety-five (95) gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems and provided for storage of Recyclable Materials, and having a tight-fitting lid capable of preventing entrance into

the container by small animals. The weight of a Polycart and its contents shall not exceed one hundred and seventy-five (175) pounds.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: A Commodity or Commodities collected by the Contractor from Residential Units and Commercial and Industrial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (steel/tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A Recyclable Materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with a minimum capacity of sixty-five (65) gallons.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and/or Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four (4) or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Take All Service: Refers to service level expected of Contractor for solid waste collection. Specifically, Contractor will dispose of any items placed on curbside, including Bulky Items. The exception will be Unacceptable Waste.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

Unusual Accumulation: (a) For Residential Units, each regular collection of more than (ten) 10 containers of garbage, or the equivalent; (b) for Commercial and Industrial Units accumulations that would not occur in the ordinary course of business and (c) materials determined in the sole discretion of the Corinth Public Works Director to be hazardous, including without limitation, oil, acid, or caustic materials.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

#### **4. Scope and Nature of Operation**

##### **A. Residential Collection:**

1. Contractor shall provide sufficient vehicles and employees to provide Take All Service at curbside for the collection of Residential Refuse, Solid Waste, and Recyclable Materials to each residential unit at least one (1) time per week, on routes five (5) days a week, when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all Residential Customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

2. Contractor shall use CNG (compressed natural gas) vehicles to provide residential solid waste and recycling collection services. While the CNG Vehicles are being ordered or if there is a mechanical breakdown Contractor may utilize diesel trucks. The Contractor shall pick up all solid waste generated from Residential Units, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all brush and trees during the regular residential collection frequency provided that same are prepared according to the specifications herein. At

Residential Unit customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such Customer. The special haul fee will be defined as either a "pick-up truck load" or a specific cubic yard measurement.

- B. Commercial and Industrial Accounts: Contractor shall provide sufficient vehicles and employees to collect and remove solid waste from the premises of Commercial and Industrial Units and Commercial Hand Collect Units at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of one (1) time per week or more frequently as needed to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations and screening. Contractor shall also provide weekly service for recyclable materials to all Commercial and Industrial Units and Commercial Hand Collect Units.
- C. Brush/Bulky Wastes Collection: Contractor shall provide a collection service for brush/bulky wastes and/or bundles one (1) time per week to all Residential Units. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Bundle and Bulky Wastes.
- D. On-Demand Household Hazardous Waste & E-Waste Collection: Contractor shall offer, for the life of this Contract, an on-demand program for the collection of household hazardous waste and electronic waste. Residents will be provided with the contact information required to place a call for the pickup of said items at resident's location. Pickups shall be made within two (2) weeks of call to schedule service.
- E. Residential Recycling Collection:
  1. The Contractor shall provide weekly service for recyclable materials to all Residential Units. In addition, Contractor will provide each Residential Unit a standard 65-gallon minimum Polycart. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such Recyclable Materials in accordance with the requirements set forth herein.
  2. Contractor shall provide free of charge extra recycling bins, as requested by a Customer of a Residential Unit, to replace damaged, lost, or stolen bins. At onset of Contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each Residential Unit to replace those from current provider, if required.
  3. The collection of the Recyclable Materials shall occur at the curb. Contractor shall collect Recycling Material set out for collection outside the normal Recycling

Container when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than Bin size, etc.

4. Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

F. Unusual Accumulations Collection: The Contractor may charge for the collection of Unusual Accumulations, as provided in the then current City Ordinances.

G. Implementation Plan: City shall work with Contractor to approve an informational brochure which Contractor shall deliver to each within three (3) weeks after City Council approval of this Contract. This brochure will include an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc., that the Contractor will employ to comply with the requirements set forth in the Contract Documents to provide solid waste and recycling collection services as required herein.

## 5. Collection Operation

A. Hours of Operation: Contactor shall provide collection services under this Contract only between the hours of 7:00 a.m. and 7:00 p.m. Any and all exceptions to hours shall be implemented only upon the mutual written agreement of the City and Contractor, subject to City Council approval.

B. Hours of Disposal: Contractor shall dispose of Solid Waste and other matter collected under this Contract within the operating hours of Disposal Site.

C. Holidays: The following shall be holidays for purposes of this Contract:

Thanksgiving Day  
Christmas Day

On holidays, unless otherwise agreed by City in writing, Contractor shall move the scheduled collections to the following day and make the collections on that day in accordance with the terms of this Contract.

D. Complaints:

1. Complaints shall be made directly to Contractor. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the Customer complaint shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of Residential



Units on the same business day the missed collection is reported if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. on the following business day.

2. If the Contractor is unable to resolve a complaint within thirty-six (36) hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within thirty-six (36) hours.

3. The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.

4. Contractor shall notify all Customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.

5. Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.

6. For an unresolved complaint from a customer, the City Manager or the Manager's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the Customer as to the validity of the Customer's complaint if the complaint arises from the Contractor's duties to collect a Customer's Refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential Customer's container or bin as required herein. The decision of the City Manager on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City Manager may request a joint inspection by a representative of the City and a representative of Contractor.

E. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the corporate limits of the City nor while en route to the Disposal Site, where such accumulation shall be dumped.

2. Due to street size variations in the City, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize lighter-capacity single-axle collection trucks for those routes identified by the City

and Contractor as having infrastructure likely to be damaged by the use of heavier garbage hauling equipment (*i.e.*, on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

3. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number in accordance with Section 16, "Vehicle Identification". No advertising shall be permitted on vehicles. Contractor shall maintain all collection equipment in a first class, safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall comply with a regular preventative maintenance program for its vehicles. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

F. Disposal Site: Contractor shall deliver all Solid Waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all Household Hazardous Waste to a landfill permitted to accept such waste. Contractor shall pay all state fees imposed by the Texas Health and Safety Code, as amended, related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions. At the time that Solid Waste is picked up by the Contractor, transportation and disposal of that Solid Waste shall be the sole responsibility of the Contractor. **CONTRACTOR AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY, FINES OR PENALTIES OR COSTS ASSOCIATED WITH THE TRANSPORTATION AND DEPOSIT OF SOLID WASTE AND HAZARDOUS WASTE IN THE LANDFILL.**

G. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City's Customer Relations Office so that proper notice can be given to the Customer at the premises to properly contain refuse. Contractor shall pick up Commercial and Industrial Refuse spillage or excess refuse after the Customer reloads the Container. In the case of Commercial and Industrial Unit Customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial Container requiring an extra collection. Should such Commercial and Industrial Unit spillage continue to occur, City shall require the Commercial and Industrial Unit customer and Contractor to increase the frequency of collection of the Commercial and Industrial Unit customer's Refuse

or require such Customer to utilize a commercial Container with a larger capacity, and Contractor shall be compensated for such additional services in accordance with adopted fees.

- H. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.
- I. Protection from Scattering: Each Contractor vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately by Contractor. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- J. Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

## **6. Clean-Up Events/KCB Payments as Additional Consideration**

- A. During each year of this Contract, Contractor shall provide twelve (12) 30-yard roll-off Containers for neighborhood clean-up events. Complimentary service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a minimum two (2) week notification to Contractor to schedule such events.
- B. As additional consideration for the License granted to Contractor, upon execution of this Contract, Contractor shall make a payment of \$5,000 to the City for City's use. Thereafter, on October 1 of each year of the term of this Contract, Contractor shall pay \$5,000 to Keep Corinth Beautiful.
- C. Contractor shall annually, on each April 1 of the term of this Contract, pay City \$1,500 for support of City sponsored events.

## **7. Recyclable Materials**

- A. Contractor shall provide a single-stream Recyclable Materials collection service on a one (1) time per week schedule. Residents will not be required to separate Recyclable Materials by type of material.
- B. Contractor shall be responsible for transporting the Recyclable Materials to a Recycling Center and must have established Commodity Buyer(s) or markets for

the Recyclable Materials. Contractor shall be required to identify the Commodity Buyer upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill.

- C. Contractor shall be solely responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.
- D. Inappropriate Recyclable Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the Recyclable Materials. Contractor shall leave the inappropriate Recyclable Materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

## **8. Ownership**

Title to Refuse, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, including without limitation Overflow, removed by Contractor from a Bin or Container of any sort, or removed by Contractor from the Customer's Premises, whichever last occurs.

## **9. Services at City Facilities**

- A. Contractor shall provide Solid Waste and Recyclable Materials collection service at the Corinth City Hall, located at 3300 Corinth Parkway, Corinth, Texas and at all other current and future municipal facilities in the City, all at no charge.
- B. Contractor shall provide five (5) outdoor recycling depots for Recyclable Materials collection and processing at Corinth Community Park. City is responsible for emptying depots into a locked dumpster provided by Contractor. Contractor shall empty the dumpster at least one (1) time per week. The depots, dumpster and collection shall be provided at no charge.

## **10. Landfill Access**

Upon presentation of a current utility bill from the City of Corinth, residents of the City may dispose of Garbage free of charge, at the CWD Municipal Solid Waste Transfer Station, located at 2010 California Crossing, Dallas, Texas 75220. This is only applicable to Garbage from a Residential Unit, no Garbage from a Commercial and Industrial Unit will be accepted.

## 11. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this Contract, and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- B. Contractor shall perform driving record checks of all of Contractor's drivers working within the City at least one (1) time every twelve (12) months and shall take all reasonable steps to ensure that its drivers have safe driving records in accordance with Contractor's personnel or other applicable policies.
- C. Contractor shall remove any driver with a driving record that does not comply with the minimum requirements of Contractor's personnel or other applicable policies from driving within the City.

## 12. Reporting Requirements

Contractor shall provide, at a minimum, the following types of written reports within the time periods specified:

- A. Monthly reports, within two (2) weeks of the end of each month, detailing: Polycart transactions; tonnage of recycling and trash collected; participation/set-out rates, etc.
- B. Annual reports on or before the fifteenth (15<sup>th</sup>) of each October on the status of the terms and conditions of the License and any points that need to be addressed, including safety reports, incident reports, customer complaint reports.

## 13. Rates

Contractor shall charge the rates for services performed pursuant to this Contract as shown on the attached **Exhibit A**. Rates shall only be adjusted as set forth herein. Note: All rates and cart sizes listed are current and are exclusive of five percent (5%) License fee (all collection types) and two and one half percent (2.5%) billing fee (residential collection only).

## **H. MODIFICATION OF RATES**

On January 1, 2021, and on January 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the Annual Rate Adjustment Model set forth in this Section. Any proposed rate adjustment shall be submitted to the City as soon as reasonably practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City. The following Annual Adjustment Model shall apply:

All rates charged by Contractor shall be subject to an Annual CPI/Fuel/Disposal Cost Adjustment in accordance with this section. The first annual adjustment will be effective twelve (12) months from the contract date and subsequent

adjustments will be made each year through the term of the Contract (“Annual Adjustment”). The Annual Adjustment will be applicable to all charges for trash, recycling, and other services for both residential and commercial services as contained in the Contract. Rates and fees will be adjusted by the contractor for the second and subsequent contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the contract date is thereafter substantially changed, there shall be substituted for such index, another index, which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

A. CPI (see System Chart for %). The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) a percentage of fees and charges to be adjusted by the CPI index. For the annual cost adjustment to be effective on the first anniversary of the contract date, the base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract and the current CPI will be the most recent index published two (2) months prior to the current year’s contract anniversary date. For subsequent years, the base CPO will be the previous year’s “Current Index Value” and the current CPI index will be the most recently published index two (2) months prior to the current year’s contract anniversary date.

B. CNG FUEL (see System Chart for %). The fuel portion of the Annual Adjustment will be determined by using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTI) as published by the Energy Information Administration of the U.S. Department of Energy <https://www.eia.gov/dnav/ng/hist/rngwhhdm.htm>. The contractor has designated (see System Chart for amount) a percentage of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTI for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the current year’s Contract anniversary date.

C. DISPOSAL (see System Chart for %). The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the City of Denton Landfill. The contractor has designated (see System Chart for amount) a percentage of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective of the first anniversary of the contract date, the Base or Previous Disposal Index will be the City of Denton Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the City of Denton Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the City of Denton Landfill gate rate in effect one month prior to the current year's contract anniversary date.

D.

<u>SYSTEM CHART</u>					
	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	65%	55%	0%	59%	84%
CNG					
Fuel	5%	5%	0%	4%	5%
Disposal	30%	40%	100%	37%	11%
Total	100%	100%	100%	100%	100%

EXAMPLE  
(Recycle)

Contractors	Base	Previous (Base)	Current	Change	Index	% Applied to Annual
Fee Adjustment Indices	Index Percentage	Index Value	Index Value	In Index Value	Percentage Change	Cost Adjustment
Consumer Price Index	84%	217,487	220,097	2,610	1.20%	1.01%
CNG Fuel Cost	5%	\$2.914	\$2.987	\$0.073	2.51%	0.13%
Disposal Cost	11%	\$20.00	\$20.40	\$0. 40	2.00%	0.22%
Annual Adjustment	100%					1.36%

**14. State, Local, and Federal Regulations**

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of the Corinth City Charter, state law, including case law and statutes and the Texas Constitution.

## **15. Licenses and Taxes**

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City, the State, and federal government, as well as applicable tonnage charges and regulatory fees during the life of this Contract.

## **16. Vehicle Identification**

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height. In the event the City shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures not less than two inches (2") in height.

## **17. Regulation of Leased Containers**

- A. The City shall permit Contractor to rent or lease Containers to the owner or occupant of any Premises within the corporate limits of the City for refuse storage and collection purposes, subject to the following requirements:
1. All such Containers shall be constructed according to industry standards and to specifications which are acceptable to and approved by the City;
  2. All such Containers shall be equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
  3. All such Containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, of a good appearance and free of such Garbage and Refuse residues as may cause odor and provide a breeding place for flies and harborage of rodents;
  4. All such Containers shall be clearly marked with Contractor's name and telephone number in letters not less than two inches (2") in height; and

## **18. Disposal of Refuse**



For the purposes of this Contract, the designated Disposal Site and Recycling Center shall be the Solid Waste CWD Municipal Solid Waste Transfer Station, located at 2010 California Crossing, Dallas, Texas 75220. If, during the Initial Term of this Contract, including any Renewal Term, the Disposal Site and/or Recycling Center shall not be available for use by Contractor, the City may designate a new Disposal Site and/or Recycling Center, which facilities shall be consented to by Contractor, and which consent shall not be unreasonably withheld, provided if Contractor does not own such new Disposal Site and/or Recycling Center, and Contractor, or any affiliate thereof, shall have concerns about such Disposal Site and/or Recycling Center in respect to environmental liability, Contractor, in its sole discretion, may disapprove and cancel designation of such Disposal Site and/or Recycling Center, where upon the City shall designate another Disposal Site and/or Recycling Center, subject to the provisions of this section.

## **19. Office**

Contractor shall establish an office with a local or toll-free telephone listing, under the name of Contractor, to handle inquiries or complaints with regard to solid waste, refuse, recyclable materials and waste materials collection within the City. All such calls shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor or City shall investigate and if such allegations are verified, shall arrange for the collection of such uncollected refuse within twelve hours of the complaint. The office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regular holidays, and 8:00 a.m. to 2:00 p.m. on Saturdays and shall have a published number for complaints after normal working hours.

## **20. Enforcement**

The services furnished hereunder to the City and its inhabitants shall be subject to such reasonable rules and regulations as Contractor may make from time to time, subject to the reasonable approval of the Corinth City Council. Contractor may require authorization for ingress and egress from and upon the Customer's private property for the purpose of garbage collection.

## **21. Non-collection Notice and Follow-Up**

- A. Where the owner or occupant of any Premises is maintaining improper or inadequate refuse Containers or is otherwise in violation of the City's ordinances with respect to the location of refuse Containers or the nature, volume or weight of Refuse to be removed from the Premises, Contractor shall refrain from collecting all or a portion of such Refuse and will notify the City and the owner or occupant thereof within twenty-four (24) hours thereafter of the reason for such non-collection, using a standard identification tag approved by the City.
- B. Where the City is notified by an owner or occupant that Refuse has not been removed from his premises on the scheduled collection day and where no notice

of non-collection or a change in collection schedule has been received from Contractor, the City will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twelve (12) hours after a collection order is issued by the City.

## **22. Transferability of Contract**

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld.

## **23. Remuneration**

- A. The City shall add to the base rate an amount equal to five (5) percent for furnishing of services under this Contract in full payment for the use of the streets, highways, easements, alleys, parks, and all other public lands and places within the City (the "License fee"). The License fee shall be retained by the City on a monthly basis.
- B. The City shall bill and collect charges for refuse and recyclable services to Residential Units. The City will add to the residential base rate, an amount equal to 2.5 percent for billing all Residential Unit accounts, which shall be in addition to the License fee. This administrative charge shall be deducted at the end of the month before Contractor is paid by the City for services rendered to the Customers, based upon actual receipts collected by the City and posted to customer accounts.

## **24. Commercial Accounts**

Contractor will provide billing to and collection from all commercial accounts. Contractor agrees to pay to City a license fee of five (5) percent of the gross amount collected for services to Commercial and Industrial Units, or as otherwise agreed upon between the City and Contractor, said fee to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for Commercial and Industrial Units services in compliance with the rate structure set forth in this Contract. All Commercial and Industrial Unit customers shall be billed directly by Contractor, and the City shall not be entitled to any compensation relating to such billing, other than the aforementioned License fee.

## **25. Books and Records**

The City and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular

business hours for inspection by the other party or the party's designated representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

## **26. Contractor as Independent Contractor of City / Exclusivity**

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the City that the actions of Contractor's employees shall be in the best interests of the City and its citizens. Contractor and its employees are independent contractors of the City and nothing contained herein shall be construed as creating a joint venture between City and Contractor.

The Contractor shall have the sole and exclusive license, and privilege to provide Solid Waste (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City.

## **27. Termination**

- A. If at any time Contractor shall fail to substantially perform any term, covenant or condition herein set forth, such action or inaction by Contractor shall be a breach of Contractor's obligations under this Contract and City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.
- B. Should Contractor fail to remedy its performance, the City will give notice at least 10 days' notice to Contractor of a hearing before the City Council. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has breached the terms and provisions of this Contract. At the hearing, Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. After a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor if the City Council determines that Contractor has failed to provide adequate refuse collection service for City, or has otherwise failed to perform its duties hereunder.

## **28. Notices**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail,

postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of Corinth  
 3300 Corinth Parkway  
 Corinth, TX 76208  
 ATTN: City Manager

If to Contractor, at: Community Waste Disposal, LP  
 2010 California Crossing Road  
 Dallas, TX 75220  
 ATTN: Greg Roemer, President, CWD

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**29. Force Majeure**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to City of a force majeure event within three days of the occurrence of the event.

**30. Liability Insurance**

**A. Minimum Limits of Insurance:** The Contractor shall procure and maintain the following minimum types of coverages against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors under this Contract. The cost of such insurance shall be borne solely by the Contractor, and Contractor shall submit to the City documentation evidencing that such insurance has been procured and is in force before commencement of work hereunder and during both the Initial Term and all Renewal Term(s) of this Contract:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker’s Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$5,000,000

Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Environmental Impairment/Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the Initial Term and any and all Renewal Term(s) of this Contract and to increase, decrease or expand such requirements as City determines necessary. In the event of a change to the insurance requirements set forth in this Section, City shall notify Contractor thirty (30) days advance written notice of such change, and Contractor shall provide insurance meeting such increased, decreased or expanded requirement within such thirty (30) day period.

**B. Additional Requirements for Insurance:** Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase “other insurance” shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City’s policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer’s liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that thirty (30) days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only fifteen (15) days written notice to City is required;
4. the term “City” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual officials, officers, members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an “occurrence” basis coverage trigger; and

7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

### **31. Performance Bond**

- A. On or before December 17, 2019, the Contractor shall procure and submit to City performance bond as security for the faithful performance of this Contract. The performance bond must be in an amount equal to \$125,000 for a term of five years. The Performance Bond shall be in a form acceptable to the City, and upon approval by City shall be attached hereto as Exhibit "C" and incorporated herein.
- B. The surety on the bond shall be a corporate surety authorized to do business in the state of Texas and shall have a resident address in Denton County.
- C. Premium for the performance bond described above shall be paid by the Contractor. Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis at least thirty (30) days prior to the expiration of the then current performance bond.

### **32. Indemnity**

**A. Contractor covenants and agrees to FULLY INDEMNIFY, RELEASE, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The provisions of this INDEMNITY section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor**

related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option, but under no obligation, and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

**B.** It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section, is and INDEMNITY extended by CONTRACTOR to INDEMNIFY, RELEASE, , DEFEND and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 32 shall survive the term of this Contract.

### **33. Severability**

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

### **34. Venue**

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Denton County, Texas.

### **35. Recycling Revenue Sharing Program**

Contractor agrees to pay City sixty (60) percent of Contractor's revenues received from the sale of Recycling Materials, based on the market value of materials, less processing and transportation fees. Contractor shall pay City a fee based on each ton sold, not to exceed forty dollars (\$40) per ton. The market value of materials shall be determined by the value of each material collected from the Corinth Customers as set forth in the Secondary Materials Pricing (Houston Avg) and the Pulp & Paper Week (Southwest), or similar journal. Each material is assigned a value as set forth in the formula as shown on **Exhibit B, "Recycle Revenue Sharing Program"** to

determine the overall value of each ton collected. The assigned value shall be multiplied by the market value to calculate Total Gross Recycle Revenue. Processing and transportation fees of \$123.57 shall be deducted, with the City to receive sixty percent (60%) of any cumulative positive balance. By way of example, there will be no revenue when market values are below \$123.57 per ton. Negative values will carry forward and must be brought back to zero before payment begins or resumes.

**36. Exhibits.**

**Exhibit A, "Rates and Fees", Exhibit B, "Recycle Revenue Sharing Program" and Exhibit C, "Performance Bond"** as referenced herein and attached hereto, are incorporated into this Contract as if set forth fully herein.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF CORINTH, TEXAS**

\_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Secretary

**COMMUNITY WASTE DISPOSAL, LP**

By its General Partner, CWD Management, Inc.

\_\_\_\_\_  
Greg Roemer, President

**ATTEST:**

\_\_\_\_\_  
CWD Management Inc. Secretary



**CITY of CORINTH Exhibit "A"**  
**January 01, 2020**

*Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.*

<b>City of Corinth's Residential Services</b>	
<b>Residential Collection</b>	
Residential Trash Rate to Residents (10 items trash or bulk - once a week)	
Residential Trash Rate to Senior Citizen (65 years of age or older)	
Residential Recycling Rate to Residents (65 gallon - plus recyclables outside cart - once a week)	
Additional Residential Recycling Cart Pricing (Each)	
Residential Household Hazardous Waste Rate to Residents (curbside collection)	
Unusual Accumulation	
1 Cubic Yard	
2 Cubic Yard	
3 Cubic Yard	
4 Cubic Yard	
5 Cubic Yard	
6 Cubic Yard	
7 Cubic Yard	
8 Cubic Yard	
9 Cubic Yard	
10 Cubic Yard	
<b>City of Corinth's Commercial Services</b>	
<b>Residential Apartment Recycling</b>	
Price per Unit (once a week service)	
(Minimum of \$99.00 per month)	
<b>Commercial Cart</b>	
First Trash Poly-Cart (once a week service)	
Two Trash (2) Poly-Carts	
Price for Each additional Trash Poly-Cart There After	
<b>Commercial Hand Pick Up</b>	
Once a Week (1 - 5 bags per pick up)	
Once a Week (6 - 10 bags per pick up)	
<b>Front Load Commercial Trash Container Services</b>	
<b>2 Cubic Yard Container</b>	
One time per week	
Two times per week	
Three times per week	
Four times per week	
Five times per week	
Six times per week	
<b>3 Cubic Yard Container</b>	
One time per week	
Two times per week	
Three times per week	
Four times per week	
Five times per week	
Six times per week	
<b>4 Cubic Yard Container</b>	
One time per week	
Two times per week	
Three times per week	
Four times per week	
Five times per week	
Six times per week	
<b>6 Cubic Yard Container</b>	
One time per week	
Two times per week	
Three times per week	
Four times per week	
Five times per week	
Six times per week	
<b>8 Cubic Yard Container</b>	
One time per week	
Two times per week	
Three times per week	
Four times per week	
Five times per week	
Six times per week	

**Confidential**

**CITY of CORINTH Exhibit "A"**  
**January 01, 2020**

*Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.*

<b>City of Corinth's Residential Services</b>	
<b>Extra (refilled and emptied while on site)</b>	
	2 cu. Yd. Containers
	3 cu. Yd. Containers
	4 cu. Yd. Containers
	6 cu. Yd. Containers
	8 cu. yd. Containers
<b>Front Load Compactor (Rate per Pick Up - Service Only)</b>	
	6 Cubic Yard
	8 Cubic Yard
<b>Commercial Special Services</b>	
	Container Inside Four Side Enclosures - Per Pick-Up, Per Container
	Caster - (<4 cu. Yd.) Per Pick-up, Per Container
	Locks - Per Pick Up, Per Container
	One Container Inside Gated Property - Per Pick-Up, Per Container
	Two Containers Inside Gated Property - Per Pick-Up, Per Container
	Three or More Containers Inside Gated Property - Per Pick-Up, Per Container
<b>Roll Off Compactors</b>	
	30 Cubic Yard Per Haul - weekday ** +
	30 Cubic Yard Per Haul - weekend ** +
	35 Cubic Yard Per Haul - weekday ** +
	35 Cubic Yard Per Haul - weekend ** +
	42 Cubic Yard Per Haul - weekday ** +
	42 Cubic Yard Per Haul - weekend ** +
	** Plus Disposal Per Ton if over 8,000 lb.'s
	+ Excess Payload for trucks over 27 tons
<b>Open Top Roll Off Containers (both Permanent and Temporary)</b>	
	20 Cubic Yard Per Haul - weekday ** +
	20 Cubic Yard Per Haul - weekend ** +
	30 Cubic Yard Per Haul - weekday ** +
	30 Cubic Yard Per Haul - weekend ** +
	40 Cubic Yard Per Haul - weekday ** +
	40 Cubic Yard Per Haul - weekend ** +
	Delivery - weekday
	Daily Rental
	Weekly Rental
	** Plus Disposal Per Ton if over 8,000 lb.'s
	+ Excess Payload for trucks over 27 tons
<b>Residential Open Top Roll Off Containers</b>	
	Delivery, 1 week rental & 1 haul ** +
	(includes 2 tons of disposal)
	** Disposal over 2 tons to 4 tons - per ton
	+ Excess Payload charge over 4 tons - per ton
	Additional Hauls - weekday ** +
	Additional Hauls - weekend ** +
	Additional weeks of rental
<b>City Services</b>	
	<b>Solid Waste and Recycling Service at:</b>
	City Hall, Police Station, Fire Stations, Public Works and Community Park
	<b>Twelve 30 yard roll off containers per year (6 open tops 2 times per year)</b>
	for neighborhood clean up projects
	<b>Strom Debris Management Per Hour</b>
	Disposal Per Ton

**Confidential**

# Exhibit "B"

## Community Waste Disposal City of Corinth Annual Projection Revenue Calculations - 65 Gallon REL

Total Tons Received by CWD	1,680.00	
Per Ton Processing Fee & Transportation Fee (Note 1)	\$ 77.90	Adj Annually
Total Processing Fee	\$ 130,872.00	

Commodity	Adj Annually Note 2 Component %	Note 4 Pricing Structure	Adjusted Monthly Published Value \$ Per Ton	Total \$	Tons
ONP	14.32%	PPI - #56 Southwest Hi	\$ 15.00	\$ 3,608.70	240.58
OCC	20.19%	PPI - #11 Southwest Hi	\$ 40.00	\$ 13,567.60	339.19
Mixed Paper	10.11%	PPI - #2 Mixed Paper Hi	\$ 5.00	\$ 849.25	169.85
Aluminum	0.79%	SMP - Region 8 Houston High	\$ 600.00	\$ 7,962.00	13.27
Steel/Tin	1.56%	SMP - Region 8 Houston High	\$ 5.00	\$ 131.05	26.21
PETE	3.51%	SMP - Region 8 Houston High	\$ 290.00	\$ 17,101.30	58.97
HDPE - Natural	1.18%	SMP - Region 8 Houston High	\$ 430.00	\$ 8,522.60	19.82
HDPE - Colored	0.92%	SMP - Region 8 Houston High	\$ 290.00	\$ 4,483.40	15.46
Mixed Plastic	0.20%	SMP - Region 8 Houston High	\$ 40.00	\$ 134.40	3.36
Mixed Glass	15.02%		\$ (15.00)	\$ (3,785.10)	252.34
Residue	32.20%		\$ (24.79)	\$ (13,410.15)	540.95
	100.00%		\$ 23.31	\$ 39,165.05	1,680.00

Total Gross Recycle Revenue	\$ 39,165.05	
Less Total Processing Fees	\$ (130,872.00)	
Net Revenue	\$ (91,706.95)	<b>Note 4</b>
60% City Share of Net Positive Revenue	\$ (91,706.95)	
Revenue Share Per Ton	\$ (54.59)	<b>Note 2</b>

- NOTE 1** Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases
- NOTE 2** Per ton rebate cannot exceed \$40 per ton.
- NOTE 3** SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week
- NOTE 4** City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.

**EXHIBIT "C" PERFORMANCE BOND**

**ORDINANCE NUMBER 19-10-03-**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN “EXCLUSIVE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES FOR THE CITY OF CORINTH, TEXAS” WITH COMMUNITY WASTE DISPOSAL, LP, IN ACCORDANCE WITH STATE LAW AND CITY CHARTER (“AGREEMENT”); PROVIDING FOR THE INCORPORATION OF PREMISES; APPROVING THE TERMS OF THE AGREEMENT; PROVIDING FOR THE ADOPTION OF COLLECTION RATES AND A FRANCHISE FEE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Corinth, Texas (the “City”), is a home-rule city with full power of local self-government; and

**WHEREAS**, the collection of municipal solid waste and recyclable materials is a governmental function performed for the protection of the public health, safety, and general welfare; and

**WHEREAS**, the City, through the City Council, and pursuant to both state law and Article XI, “Utilities, Franchises and Licenses” of the City’s Home Rule Charter, is authorized to grant, renew, and extend all franchises of all public services operating within the City, and with the consent of the franchisee, to amend the same; and

**WHEREAS**, providing an appropriate and effective service provider for the collection and disposal of solid waste and recyclable materials is integral to the City’s obligation to provide for the health, safety and welfare of its residents; and

**WHEREAS**, the award of an exclusive contract for the removal of waste and recyclable materials constitutes a proper exercise of the City’s police power and the approval of this ordinance is within the legislative competency of the City Council; and

**WHEREAS**, Community Waste Disposal, LP (“CWD”) has consistently and effectively been providing solid waste and recycling services to the residents of the City of Corinth for seven years, their services have been provided to the satisfaction of the City at reasonable rates, and their services have assisted the City with appropriately disposing of solid waste and recyclable materials; and

**WHEREAS**, the City has reviewed rates charged by other solid waste services providers in the area and has determined that the rates charged by CWD have been and continue to be extremely competitive and are reasonable compensation for the services provided; and

**WHEREAS**, as allowed by law and given the City’s prior satisfaction with CWD as its solid waste and recycling services provider, the City has entered into discussion with CWD relative to rates that CWD is currently charging for solid waste collection and recycling services; and

**WHEREAS**, based up the quality of services that have been provided by CWD over the past seven years and given the competitive rates for service provided by CWD, the City has determined it to be in the best interest of the City and its residents to enter into a new franchise agreement with CWD for exclusive solid waste and recycling services; and

**WHEREAS**, as required by Section 11.03 of the City's Home Rule Charter, a summary of the purpose of this Ordinance was published on September 2, 2019 in the Denton Record Chronicle, such date being at least thirty (30) days prior to the date of the adoption of this Ordinance; and

**WHEREAS**, after evaluating the quality service history of CWD and the competitive rates for services proposed by CWD, the City Council has determined that the best interests of the City are served by entering into an Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth Texas by and between the City of Corinth and Community Waste Disposal ("CWD") pursuant to the terms of the agreement attached hereto and approved by this Ordinance.

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

Section 1. Incorporation of Premises. The above and foregoing recitals are true and correct and are incorporated herein as findings of fact and made a part of this Ordinance.

Section 2. Agreement. In accordance with Article XI, Utilities, Franchises and Licenses of the Charter of the City of Corinth, Texas, the "Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth, Texas" by and between the City of Corinth and Community Waste Disposal (the "Agreement") a copy of which is attached hereto as **Attachment "A"** and incorporated herein for all purposes, is hereby approved in form and substance for the public service of collection of residential and commercial solid waste and recycling in the City. The franchise for public services granted hereby shall be exercised in accordance with the terms of the Agreement, the provisions of Article XI of the City's Home Rule Charter, and all ordinances of the City of Corinth.

Section 3. Collection and Disposal Rates and Franchise Fees Adopted. The rates for collection and disposal of solid waste and recyclable materials within the City by CWD including without limitation the franchise fees set forth in the Agreement, are hereby adopted as set out in the Agreement, subject to adjustments as provided in the Agreement, or as further provided by ordinance of the City.

Section 4. Execution of Agreement. The Mayor or his designee is authorized to execute the Agreement on behalf of the City.

Section 5. Cumulative Repealer. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City and shall not operate to repeal or affect any such other ordinances, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

Section 6. Severability Clause. It is hereby declared by the City Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

Section 7. Effective Date. In accordance with Section 11.03 of the City's Home Rule Charter, this Ordinance granting the public service franchise for collection and disposal of solid waste and recyclable material shall take effect upon acceptance by CWD within sixty (60) days after the date that this Ordinance is adopted.

**PASSED AND APPROVED** by the City Council of the City of Corinth, Texas this the 3<sup>rd</sup> day of October, 2019.

\_\_\_\_\_  
Bill Heideman, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Kim Pence, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Patricia A. Adams, City Attorney





**BUSINESS ITEM 4.**

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** CWD Rates  
**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lee Ann Bunselmeyer,  
Director

**City Manager Review:** Bob Hart, City Manager

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**AGENDA ITEM**

Consider and act on an ordinance amending section 52.07 of the Code of Ordinance relating to charges for certain refuse, recycling, and household hazardous waste services and providing an effective date of January 1, 2020.

**AGENDA ITEM SUMMARY/BACKGROUND**

Community Waste Disposal is a privately owned waste management company. Started in 1984, the organization has grown to over 125 trucks and over 225 staff members. CWD has contracts serving over 20 municipalities providing various selections of collection and recycling programs.

The Contract period for the new fees begins October 1, 2020 through midnight, December 31, 2024. All rates and cart sizes are reflective of a five percent license fee and a two and one half percent billing fee for residential only.

On January 1, 2021 and on January 1 of any year thereafter, CWD may request an adjustment in rates. The rate request shall be based upon the Annual Rate Adjustment Model set forth in Section H. of the attached contract. Any proposed rate adjustment must be submitted and approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the ordinance amending section 52.07 of Code of Ordinance for the fees to provide refuse, recycling, and household hazardous waste services and providing an effective date of January 1, 2020.

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**Attachments**

Ordinance

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**ORDINANCE NO. 19-10-03-**

**AN ORDINANCE OF THE CITY OF CORINTH AMENDING SECTION 52.07 OF THE CORINTH CODE OF ORDINANCES RELATING TO CHARGES FOR CERTAIN REFUSE AND RECYCLING SERVICES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Corinth deems it necessary to amend Section 52.07 of the Corinth Code of Ordinances to amend the rates for collection and disposition of certain garbage and refuse within the City; **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**SECTION 1.**

That subsection (A) of Section 52.07 of the Code of Ordinances of the City of Corinth, Texas is hereby amended to read as follows:

**“§ 52.07 GARBAGE COLLECTION FEES.**

(A) Fees for the collection of garbage and recycling from a residential unit are as follows:

<b><i>Collection</i></b>	<b><i>Fee</i></b>
Weekly pickup/recycling/on demand household hazardous waste pickup.	\$12.09
Weekly pickup/recycling (Senior Citizens - 65 years)	\$10.85

**SECTION 2.**

That subsections (D)(3) and (D)(5) of Section 52.07 of the Code of Ordinances of the City of Corinth, Texas are hereby amended to read as follows:

**“§ 52.07 GARBAGE COLLECTION FEES.**

**D(3) Front load container rates:**

A fee of \$6.93 per pickup will be charged for gates, locks and casters:

Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	64.27	124.01	169.59	205.32	258.13	341.77	46.00
3 Cu Yd	72.73	139.97	189.62	228.52	297.92	379.22	47.80
4 Cu Yd	104.94	204.51	283.96	367.39	447.19	533.58	49.62
6 Cu Yd	134.22	221.67	313.46	413.45	492.15	609.79	52.36
8 Cu Yd	153.56	282.01	393.68	514.78	638.62	762.20	55.58

**D(5). Compactors:**

6 Cubic Yard Per Haul (Including Disposal)	85.49
8 Cubic Yard Per Haul (Including Disposal)	106.67
30 Cubic Yard Per Haul (Including Disposal)	450.07
35 Cubic Yard Per Haul (Including Disposal)	450.07
42 Cubic Yard Per Haul (Including Disposal)	450.07

\* These rates include disposal fees for a haul of four tons. There is an additional fee of \$57.29 per ton for loads exceeding four tons. Loads that exceed 54,000 lbs. will be charged an additional \$143.25 for each ton in excess of 54,000 pounds.”

**SECTION 3.  
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, Texas, relating to garbage except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 4.  
SAVINGS CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the inclusion in this ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

**SECTION 5.  
EFFECTIVE DATE**

This ordinance shall become effective January 1, 2020.

**PASSED AND APPROVED ON THIS 3<sup>th</sup> DAY OF OCTOBER, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** Idling Restrictions Resolution & MOA  
**Submitted For:** Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager  
**Finance Review:** N/A **Legal Review:** Yes  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Regional Cooperation

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**AGENDA ITEM**

Consider and act upon a resolution to implement and enforce the Texas state rule on locally enforced motor Vehicle Idling Limitations and to approve entering into a Memorandum of Agreement (MOA) with the Texas Commission on Environmental Quality to enforce this rule locally.

**AGENDA ITEM SUMMARY/BACKGROUND**

Mobility 2045, is NCTCOG’s current Metropolitan Transportation Plan (MTP) for the region which includes recommendations of policies, programs, and projects that reflect regional priorities and support Mobility 2045 goals.

Mobility 2045 includes a voluntary list of policies that local governments and transportation agencies can choose to adopt. These policies aim to address issues that affect transportation in the region and cover a wide range of topics.

By voluntarily adopting 50 percent of these policies, participating agencies will receive an offset of local funds in federal transportation projects in the form of Transportation Development Credits (TDCs).

One of the policies that the NCTCOG requests municipalities adopt is a policy regulating the idling of vehicles for extended periods of time, which requires that a municipality supports the Texas Commission on Environmental Quality (TCEQ) restrictions on idling vehicles for periods exceeding five minutes. This resolution signifies the City’s support for the TCEQ’s restrictions on idling vehicles and authorizes the City Manager to execute a Memorandum of Agreement in which the City agrees to implement the TCEQ’s rules.

Following the execution of the agreement staff will formulate a plan for the implementation of these rules.

**RECOMMENDATION**

Staff recommends approval of the resolution and City Manager authorization to execute the MOA.

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**Attachments**

Idling Restriction Resolution & MOA

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**MEMORANDUM OF AGREEMENT  
FOR  
VEHICLE IDLING LIMITATIONS**

**I. PARTIES**

This Memorandum of Agreement (MOA) is entered into between the Texas Commission on Environmental Quality (TCEQ) and the local government signing this agreement (Local Government), collectively the "Parties."

1. The Parties represent that they have the authority to enter into this MOA, including the authority granted in the Texas Government Code Chapter 791 Interlocal Cooperation Contracts.
2. The TCEQ has authority under Section 5.229 of the Texas Water Code and Section 382.033 of the Texas Health and Safety Code to enter into this MOA.
3. The Local Government has authority under Section 382.115 of the Texas Health and Safety Code to enter into this MOA.

**II. INTENT AND PURPOSE**

The intent of this MOA is to memorialize the agreement between the Parties to implement the following rules aimed at the control of air pollution from motor vehicles: 30 Texas Administrative Code (TAC) Chapter 114, Control of Air Pollution from Motor Vehicles, Subchapter J, Operation Controls for Motor Vehicles, Division 2, Locally Enforced Motor Vehicle Idling Limitations, Sections 114.510 – 114.512 and 114.517.

The parties enter into this MOA for the purpose of delegating rule enforcement from the TCEQ to the Local Government and potentially incorporating the emission reductions resulting from the implementation and enforcement of the above-referenced rules into the State Implementation Plan (SIP).

**III. DEFINITIONS**

As used in this MOA the following terms have the meanings given below:

1. EPA shall mean the United States Environmental Protection Agency.
2. TCEQ shall mean the Texas Commission on Environmental Quality.
3. Local Government has the meaning assigned by 30 TAC Section 114.510.
4. SIP shall refer to the Texas State Implementation Plan.

#### **IV. BACKGROUND**

On November 17, 2004, the TCEQ adopted rules concerning locally enforced motor vehicle idling limitations, which are applicable only within the jurisdiction of a Local Government that has signed an MOA with the TCEQ delegating enforcement of the rules. The EPA approved the rules in the April 11, 2005, *Federal Register* (70 FR 18308). The rules became effective June 10, 2005.

#### **V. OBLIGATIONS OF PARTIES**

(A) The Local Government agrees as follows:

1. In accordance with the terms of this MOA the Local Government agrees to implement the following TCEQ Rule:
  - a. 30 TAC Chapter 114, Control of Air Pollution from Motor Vehicles, Subchapter J, Operation Controls for Motor Vehicles, Division 2, Locally Enforced Motor Vehicle Idling Limitations, Sections 114.510 - 114.512 and 114.517. Changes to these TCEQ Rules shall be incorporated into this Agreement without requiring amendment of this Agreement.
2. The Local Government agrees to submit the following information to the TCEQ for the rules listed above not later than forty-five (45) calendar days after the effective date of this MOA:
  - a. detailed description of the plan for implementation of these rules;
  - b. copies of local ordinances or resolutions adopted by each Local Government to implement these rules; and
  - c. copies of agreements entered between any Local Government and other units of Local Government for the purpose of the implementation of these rules.
3. The Local Government agrees to submit copies of any requisite resolutions under Section 7.352 of the Texas Water Code to the TCEQ forty-five (45) calendar days after the effective date of this MOA or within fourteen (14) calendar days after passage by the local governing body, whichever is later.

(B) The TCEQ agrees to consider this MOA for submission to the EPA for inclusion in the SIP.

#### **VI. TERM AND TERMINATION**

This MOA will become effective upon signature by both Parties and shall expire on December 31, 2025, unless renewed in writing by mutual agreement of the Parties. A Party may withdraw from this MOA at any time upon thirty (30) calendar days written notice to the other Party. This MOA may be terminated at any time by mutual written consent of the Parties.

**VII. MISCELLANEOUS**

This MOA represents the entire agreement between the TCEQ and the Local Government and supersedes all other agreements, understandings or commitments, written or oral, relative to the intent of this MOA. This MOA may not be amended or modified except pursuant to a mutual written agreement executed by each of the Parties.

This MOA shall be governed by and interpreted in accordance with the laws of the State of Texas.

In Witness Whereof, Texas Commission on Environmental Quality and the Local Government, by their authorized officers, have made and executed this MOA in multiple copies, each of which is deemed an original.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

By: \_\_\_\_\_

Name:

Title: Director, Air Quality Division

\_\_\_\_\_

Date

**CITY OF CORINTH, TEXAS**

By: \_\_\_\_\_

Name: Bob Hart

Title: City Manager

\_\_\_\_\_

Date



**City Council Regular and Workshop Session**

**Meeting Date:** 10/03/2019  
**Title:** Complete Streets Policy  
**Submitted For:** Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager  
**Finance Review:** N/A **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Infrastructure Development  
Regional Cooperation

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**AGENDA ITEM**

Consider and act upon a resolution adopting a Complete Streets Policy.

**AGENDA ITEM SUMMARY/BACKGROUND**

Mobility 2045, is the North Central Texas Council of Governments' (NCTCOG) current Metropolitan Transportation Plan (MTP) for the region which includes recommendations of policies, programs, and projects that reflect regional priorities and support Mobility 2045 goals

Mobility 2045 includes a voluntary list of policies that local governments and transportation agencies can choose to adopt. These policies aim to address issues that affect transportation in the region and cover a wide range of topics.

By voluntarily adopting 50 percent of these policies, participating agencies will receive an offset of local funds in federal transportation projects in the form of Transportation Development Credits (TDCs).

One of the policies which qualifies under NCTCOG's MTP for municipalities to adopt is a complete streets policy.

Complete streets provide access to all forms of transportation, including but not limited to vehicles, bicycles, walking, and transit opportunities with the goal of promoting walkable communities and alternative forms of transportation for residents.

The City's complete streets policy will provide a framework for staff in our efforts to craft development standards to implement the goals of the policy. Additionally, this policy will assist the City in receiving funding opportunities through the NCTCOG for improvements such as bike lanes, walking trails, and transit opportunities.

**RECOMMENDATION**

Staff recommends approval as presented.

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**Attachments**

Complete Streets Policy

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF CORINTH, TEXAS TO ADOPT A COMPLETE STREETS POLICY**

**WHEREAS**, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to its Charter and the laws of the state of Texas; and

**WHEREAS**, Complete streets are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities; and

**WHEREAS**, The concept of complete streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient; and

**WHEREAS**, Complete streets may address a wide range of elements, such as sidewalks, bicycle lanes, bus lanes, public transportation stops, crossing opportunities, median islands, accessible pedestrian signals, curb extensions, modified vehicle travel lanes, streetscape, and landscape treatments; and

**WHEREAS**, the US Department of Transportation and the North Texas Council of Governments have promoted the use of complete streets as a means to promote bicycling and walking by providing safer places to achieve physical activity through transportation; and

**WHEREAS**, the City of Corinth finds that the adoption of this resolution serves a public purpose, and protects the health, safety, and welfare of the citizens of the City of Corinth, by promoting the use of complete streets within the City's jurisdiction;

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

- I. That the Planning and Development Department of the City of Corinth has prepared an complete streets policy ("Policy") a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.
- II. That the City Council has reviewed the Policy and hereby adopts the same
- III. That this Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the \_\_\_\_ day of \_\_\_\_\_ 2019.**

**APPROVED:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth, Texas

**ATTEST:**

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



## Complete Streets Policy

### **A. Definition**

*Complete Streets* means transportation infrastructure within public right of way and other access ways that is designed, operated, and maintained in accordance with adopted Design Standards to promote the goal of providing safe, accessible, comfortable, and convenient access for all people and travel modes. This includes people traveling as pedestrians, by bicycle, by transit, and by motor vehicle (including commercial vehicles and emergency responders) such that people of all ages and abilities are able to safely move along and across a street. Complete Streets does not mean that all streets must have bike or pedestrian facilities.

*Design Standards* means specifications adopted by the City of Corinth using the best and latest design standards available based on Texas Accessibility Standards, Americans with Disabilities Act, ITE, AASHTO, and NACTO. Design Standards include but are not limited to the following: the Unified Development Code, Master Thoroughfare Plan, ITE Designing Walkable Urban Thoroughfares: A Context Sensitive Approach; AASHTO Guide for Planning, Designing and Operating Pedestrian Facilities, and AASHTO Guide for Designing Bicycle Facilities.

### **B. Vision**

To require compliance with Design Standards that promote the construction and maintenance of a safe, accessible, complete, connected, comfortable, efficient, and community-oriented transportation system for all people that supports mobility options, healthy living and economic benefit.

### **C. Scope and Application**

The City shall provide a complete and connected, context-sensitive transportation system for all users that supports mobility options, accessibility, healthy living, and economic benefit, and that will have the goal of promoting the safety, accessibility, comfort, and convenience of people of all ages and abilities, pedestrians, bicyclists, motorists, public transportation users, emergency responders, freight providers, and adjacent land users.

This policy is applicable to all development and redevelopment in the public domain within the City of Corinth. All roadways and routes need not be optimized for all modes; however, people using each mode require a network of travel routes and crossings throughout Corinth that are planned in accordance with adopted transportation and mobility plans and Design Standards to provide efficient and convenient travel. In determining future need, City staff shall consult relevant City and regional long-range plans for land use and transportation, including the City's Comprehensive Plan, Master Thoroughfare Plan, and other adopted plans. The following guidelines shall apply:

1. All transportation facilities approved by the City, including but not limited to, facilities in the public right-of-way, access easements, and private streets shall be designed, constructed, operated, and maintained to enable people of all ages and abilities to travel safely and independently.
2. Complete Streets require connected travel networks that provide complete access to destinations.



Streets shall be connected to create complete street networks that provide travelers with choice of travel mode and route, and that helps to reduce congestion on major roadways. This network also includes off-street hard-surface trails for biking and walking.

3. The City shall review all transportation projects designed by other agencies or entities that require funding or approval by the City for conformance with this policy and, where needed, recommend measures and/or require appropriate changes to bring it into compliance.
4. The City shall approach every transportation improvement and project phase as an opportunity to utilize Design Standards to promote the creation of safer, more accessible streets for all people at a cost consistent with the City's adopted budget. These phases include, but are not limited to: planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, operation and major maintenance. Minor maintenance activities designed to keep existing assets in serviceable condition (e.g. overlays, mowing, cleaning, sweeping, and general maintenance or repair) are not required to comply with this policy.
5. The City shall promote partnerships with entities not under its jurisdiction to satisfy this policy, including school districts, Upper Trinity Regional Water District, Lake Cities Municipal Utility Authority, Denton County Transportation Authority, Denton County, City of Denton, Town of Shady Shores, City of Lake Dallas, Town of Hickory Creek, other regional municipalities, North Central Texas Council of Governments, and State of Texas agencies with facilities in the City of Corinth. Partner agencies are encouraged to adopt this Complete Streets Policy or an equivalent.

#### **D. Exceptions**

Any exception to this policy, including for private projects, must be reviewed and approved by the designees of both the Public Works and Planning and Development departments of the City of Corinth and be documented with supporting data that indicates the basis for the decision. Such documentation shall be publicly available. Projects that request Complete Streets exceptions related to the Master Thoroughfare Plan or Subdivision Ordinance shall follow the processes provided for in those documents.

1. Exceptions may be considered for approval when:
  - a. An affected roadway prohibits by law, use by specified users (such as an interstate freeway or pedestrian malls), in which case a greater effort shall be made to integrate mobility options along adjacent corridors and on roadways that cross or otherwise intersect with the affected roadway; and
  - b. The designees of the City's Public Works and/or Planning and Development department, issue a documented exception concluding that the application of Complete Streets principles is unnecessary, unduly cost prohibitive (guideline: approximately greater than 20% of the project budget), or inappropriate because it would be contrary to public safety.
2. The City shall evaluate previous exception requests and decisions periodically to determine if policy updates are warranted.

#### **E. Design Standards**

The City shall adopt Design Standards using the best and latest design guidelines and standards available based on Texas Accessibility Standards, Americans with Disabilities Act, ITE, AASHTO, and NACTO. These



guidelines include but are not limited to: the Unified Development Code, Master Thoroughfare Plan, ITE Designing Walkable Urban Thoroughfares: A Context Sensitive Approach; AASHTO Guide for Planning, Designing and Operating Pedestrian Facilities, and AASHTO Guide for Designing Bicycle Facilities.

Other appropriate design standards may be considered, provided that a comparable level of safety for all travel modes is present.

#### **F. Implementation**

The City of Corinth shall view Complete Streets as integral to everyday transportation decision- making practices and processes. To this end:

- 1) The designees of the Public Works and Planning and Development departments, and other relevant departments, agencies, or committees will incorporate Complete Streets principles into all existing plans, manuals, checklists, decision-trees, rules, regulations, and programs as appropriate (including, but not limited to the Master Thoroughfare Plan, the Comprehensive Plan, Capital Improvement Plan, and other appropriate planning or guidance documents);
- 2) Public Works, Planning and Development, and other relevant City departments, agencies, or committees will update current design guidelines and standards, including subdivision regulations that apply to new roadway construction, to ensure that they reflect the best available design standards and guidelines to effectively implement Complete Streets;
- 3) When available and in accordance with the City's adopted budget, the City shall encourage staff training on Complete Streets and associated elements through attending conferences, classes, seminars, and workshops;
- 4) The City shall prioritize opportunities to create a complete transportation network that provides connected facilities to serve all people and modes of travel, now and in the future. City staff shall utilize project selection criteria that supports Complete Streets projects;
- 5) The Public Works and Planning and Development Departments shall ensure interdepartmental interagency coordination during project scoping and consideration of all users and modes, connected travel networks, and nearby land uses.