



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH**

**Thursday, June 15, 2017, 5:30 P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

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**CALL TO ORDER:**

<b>5:30 P.M. WORKSHOP BUSINESS AGENDA</b>
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1. Receive a report, hold a discussion and give staff direction on the Enterprise Fleet Management Program.
2. Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates for the Fiscal Year ending 2018-2020.
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:

**7:30 P.M. 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"**

<b>CONSENT AGENDA</b>
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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.
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1. Consider and act on minutes from the April 20, 2017 Regular Session.
2. Consider and act on minutes from the May 11, 2017 Workshop Session.
3. Consider and act on minutes from the May 11, 2017 Special Session.

4. Consider and act on approval of entering into an Interlocal Agreement between the North Central Texas Council of Governments (NCTCOG) North Texas Share and the City of Corinth.
5. Consider and approve the 2017-2018 Proposed Budget for the Denton Central Appraisal District
6. Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2017 property taxes for the City of Corinth.

#### **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**

7. Consider and act on a master agreement with Enterprise Fleet Management to finance and manage the replacement of the city's fleet.
8. Consider and act on an ordinance approving the Water and Wastewater Rates in the master fee schedule for the Fiscal Year ending 2018-2020, as presented by Nelisa Heddin Consulting, LLC.
9. Consider and Act on an Interlocal Agreement between the City of Corinth and the Upper Trinity Regional Water District.
10. Consider and Act on the Third Amendment to the Site Lease Agreement with New Cingular Wireless PCS, LLC.
11. Consider and act on a request from the City of Corinth Police Department to approve an Interlocal Cooperation Agreement for animal shelter services with the City of Lake Dallas.
12. Consider and act on an Interlocal Agreement for Holding Facility Services with the Town of Little Elm.

#### **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.

#### **EXECUTIVE SESSION**

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

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

**a. Settlement agreement with Level 3 for the replacement of sewer line near the southern corner of the intersection of Lake Sharon Drive and Interstate 35.**

**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. Lake Sharon Project - Right-of-Way acquisition.**

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

**a. Consider evaluation of City Manager.**

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

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

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

**ADJOURN:**

Posted this 9th day of June, 2017 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:** 06/15/2017  
**Title:** Enterprise Fleet Mgmt Program  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**City Manager Review: Approval:** Bob Hart, City Manager

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### **AGENDA ITEM**

Receive a report, hold a discussion and give staff direction on the Enterprise Fleet Management Program.

### **AGENDA ITEM SUMMARY/BACKGROUND**

The City established an Internal Service Fund to accumulate sufficient resources to replace existing vehicles and equipment that had reached or exceeded their useful life. The internal program was designed for departments to contribute annual payments to the fund based on the number, type, average life expectancy, and the projected replacement of the vehicles/equipment. The intent was for funds to be managed to purchase City vehicles and equipment in a manner that would not create a burden on the City budgets. Currently the City has 67 vehicles, of which 32 are eight years and older. Further, 13 vehicles are underutilized and should be eliminated from the fleet. However, due to funding constraints, the City has never been able to adequately support the fund.

Staff has continued to examine alternatives for the financing and maintenance of vehicles consistent with the philosophy of an internal service fund for vehicle replacement. The Enterprise Fleet Management is a turn-key program designed for municipalities to finance and manage the replacement of the city's fleet. Jennifer Bertram, Senior Account Executive will be providing a presentation during the work session to discuss the proposed program.

### **RECOMMENDATION**

Staff recommends participation in the fleet management program through Enterprise Fleet Management.

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### **Attachments**

Presentation  
Fleet Proposal

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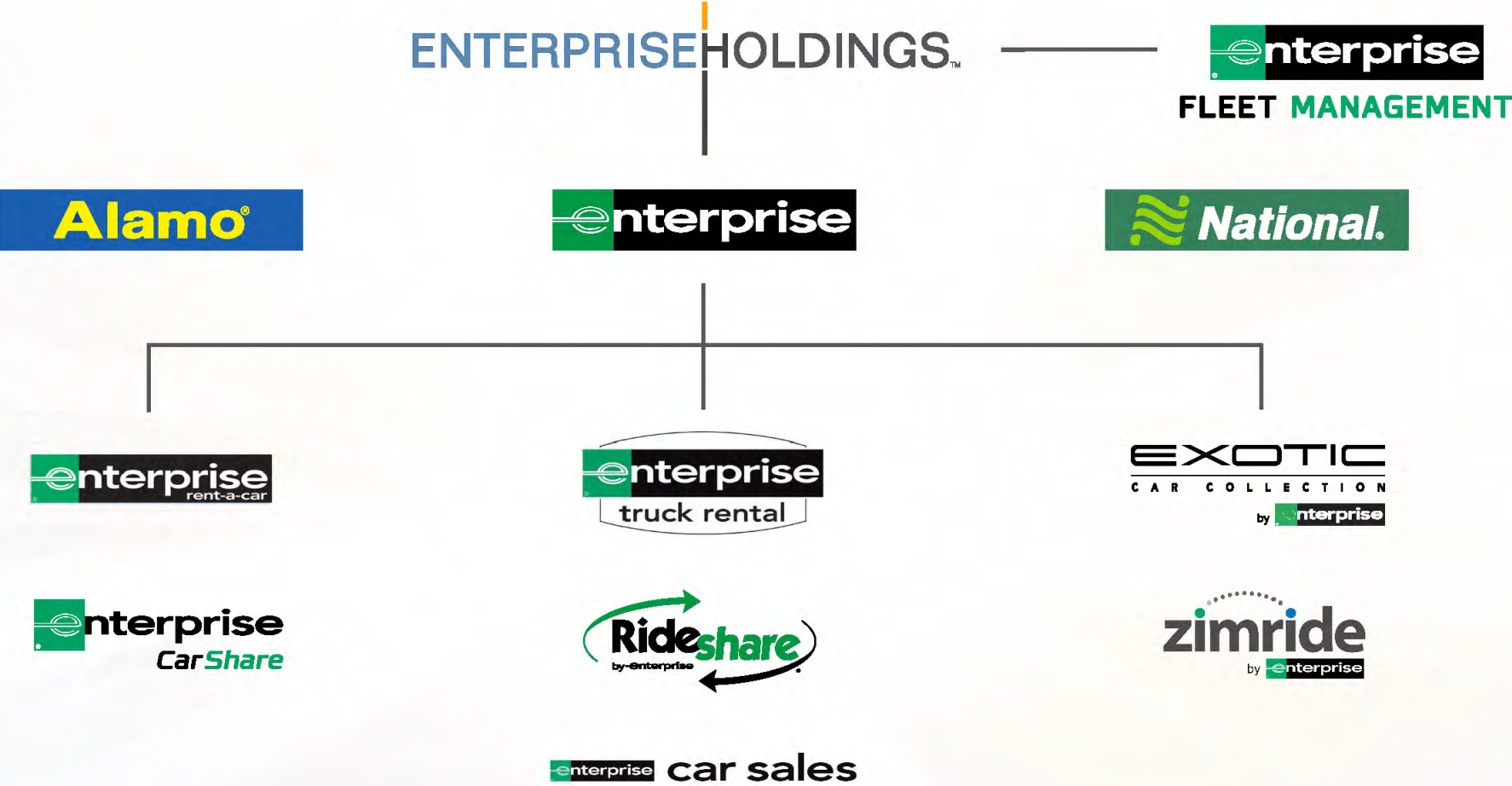


# FLEET MANAGEMENT

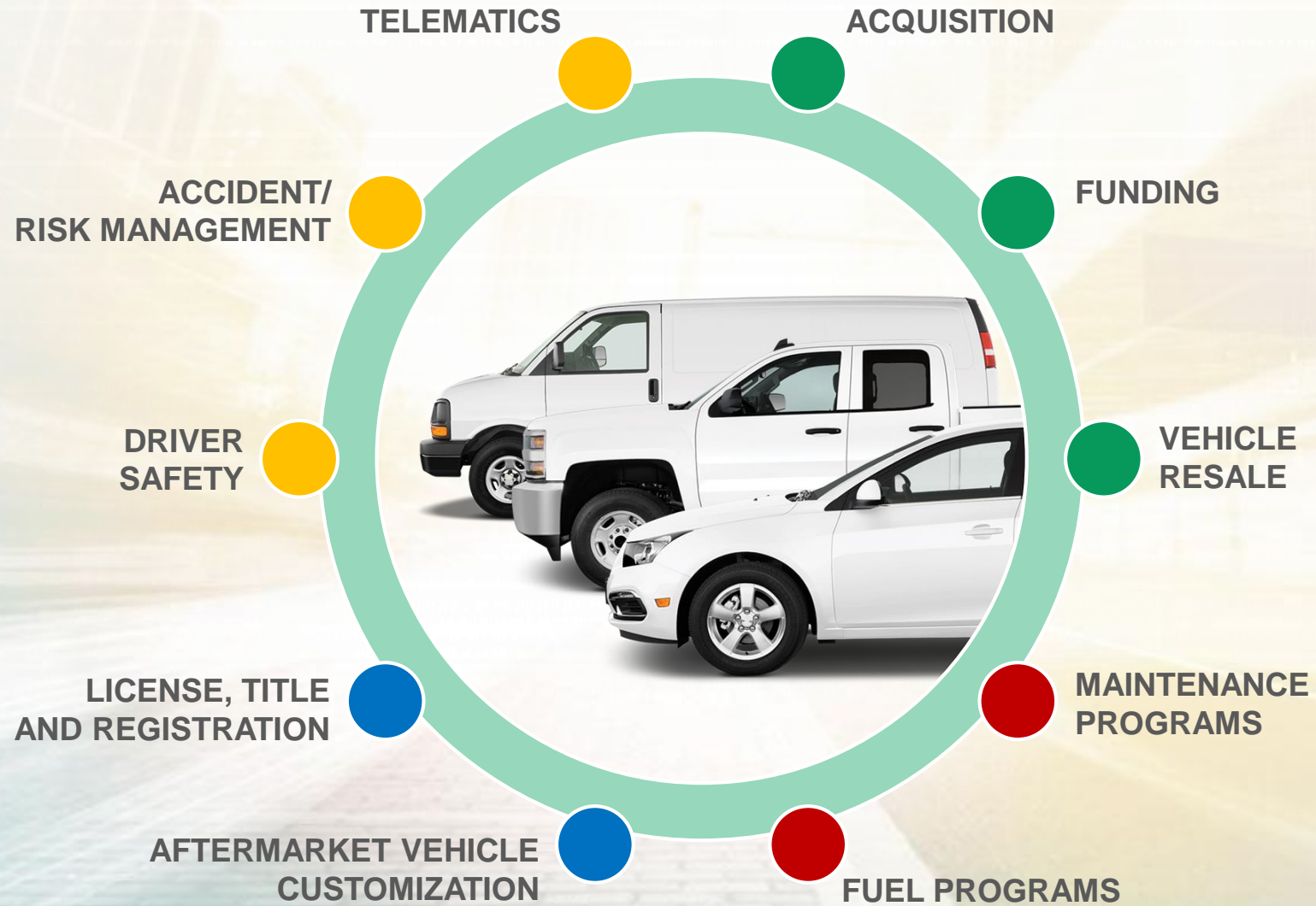
***City of Corinth***

June 15<sup>th</sup>, 2016

# EHF OVERVIEW

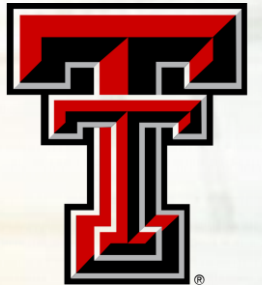
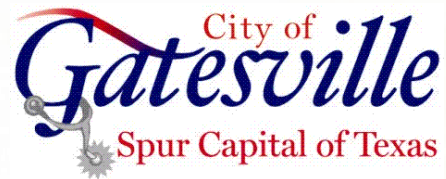


# FLEET MANAGEMENT





# Current Texas Partners



# DEDICATED ACCOUNT TEAM

## Primary Team

### Account Manager

- High Level Fleet Planning
- Fleet Replacement Strategy
- Annual Client Review

### Account Fleet Coordinator

- Day to Day contact

### EFMC

- Delivery Coordinator
- Aftermarket

## Local Resources

Director of Fleet Management  
**Bryan St. Eve**

Finance Manager  
**Phil Bevel**

Fleet Strategy Manager  
**Craig Ternes**

## Fleet Operations Center

Vehicle Acquisition Team

License & Title Team

National Service Department

Risk Management Team

# ACQUISITION



Factory Ordering



Infrastructure On Stock



Incentive Strategy



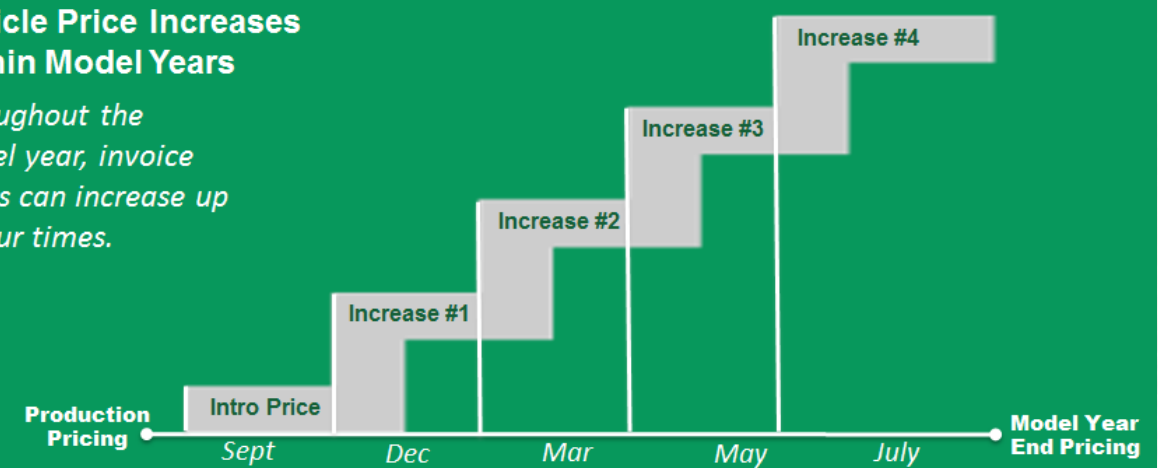
Order Timing



Aftermarket Process

## Vehicle Price Increases Within Model Years

*Throughout the model year, invoice prices can increase up to four times.*



LAST YEAR ALONE,  
ENTERPRISE FLEET MANAGEMENT  
COLLECTED  
**\$45 MILLION**  
IN MANUFACTURER  
INCENTIVES FOR CLIENTS.





# VEHICLE DISPOSAL

**700** DEDICATED  
REMARKETING EMPLOYEES



**150** REMARKETING  
LOTS IN NORTH AMERICA

IN 2016, ENTERPRISE  
**SOLD OVER**  
**1,100,000**  
VEHICLES.

COMMERCIAL SALES  
EXCEEDED AT AN  
AVERAGE OF  
**108.4%**  
**OVER**  
**INDUSTRY AVERAGE**

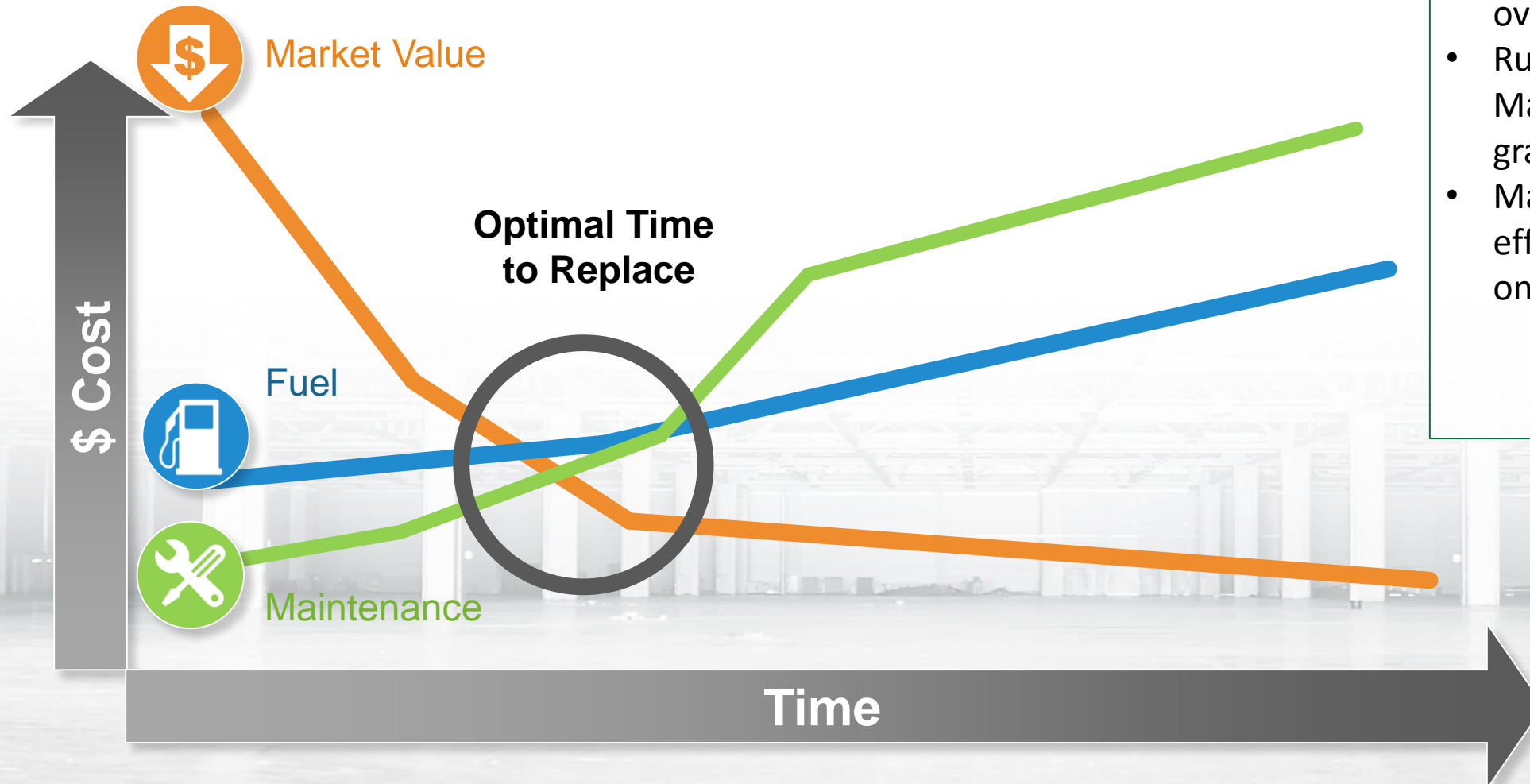


■ AUCTION 15%  
■ DIRECT TO DEALER 85%

**19,000+**  
UNIQUE BUYERS



# EFFECTIVE VEHICLE LIFECYCLE



## Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave



## Open-End Lease Benefits

- Separate line of credit for vehicles
- Optimize cash flow with flexible funding options
- Unlimited mileage, no mileage penalties
- No abnormal wear & tear clauses
- Greater flexibility if requirements change
- Flexibility of term
- Customer retains all rights to equity

## Title Benefits

- All administration handled by Enterprise
- Robust reporting and visibility
- Enhanced leverage with manufacturers as part of Enterprise Holdings' fleet
- Better administration of recalls
- Easier resale process
- Access to maintenance, fuel and risk programs
- Increased tax efficiencies over purchase

### Full Maintenance (New Vehicles – Non-ERV)

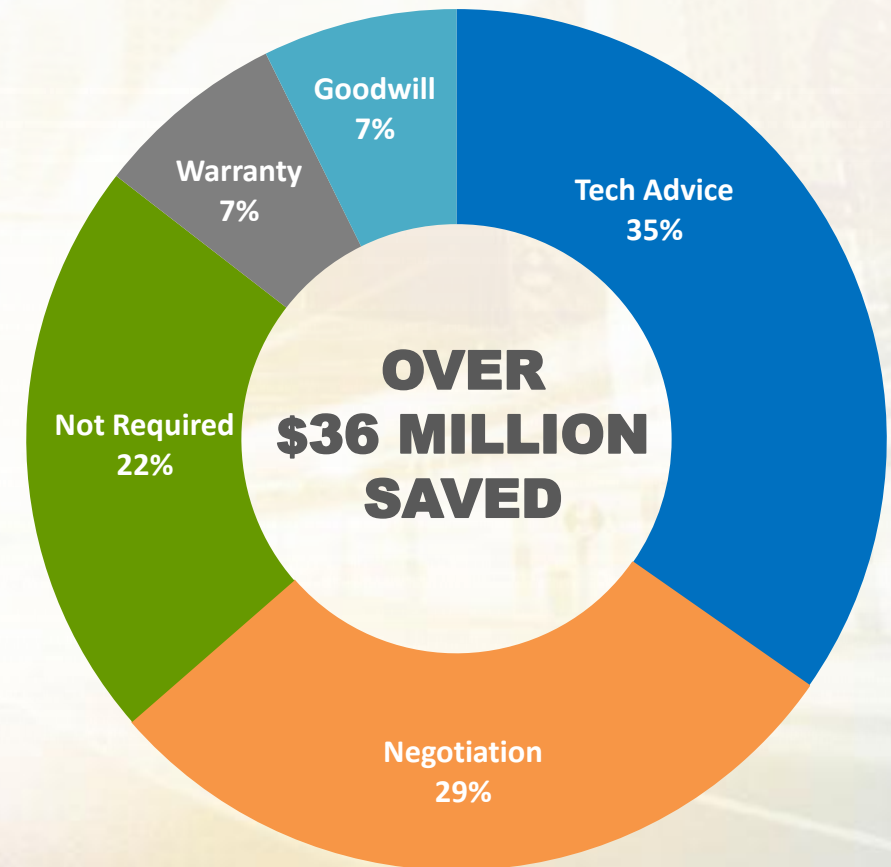
- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

### Maintenance Management (Existing Fleet, PD & Fire)

- “Bridge” program for currently owned fleet vehicles
- Seamless experience for field drivers

### Enterprise National Service Department

- 146 Employees with over 1,100 total ASE certifications
- 322,698 vehicles under management on this program
- \$36.2 million in customer savings in 2016
- \$3.1 million in post warranty/goodwill refunded to our customers in 2016



### EFM Fuel Card

- Track and enforce fleet policy
- Control abuse/unauthorized purchases

### Key Payoffs

- EFM fuel card accepted at 90% of US retail fuel locations
- Lower fuel expenses by up to 15%
- Driver access to virtually all stations
- Simple access to “Level III” data with web tools



**SAVE**

**UP TO  
15%**

**ON  
FUEL  
COSTS.**



## COMPLIANCE

### Optimize Fuel Purchased

*Cost per Mile Study  
Reduce Idling  
Reduce Rapid Acceleration*

### Planned Maintenance

*Check Engine Light*



## FLEET

### Improve Efficiency

*Less Windshield  
Time: More  
Customer Time  
(target 40:60)*

### Reduce Overtime



## PRODUCTIVITY

### Reduce Claims

*Vehicle Damage  
Worker's Comp  
Personal Injury  
General Liability*

### Reduce Failed MVRs



## SAFETY

### Hours of Service Fuel Tax (IFTA)

### CSA

*Vehicle Inspection  
Driving Safety*

### Plug & Play Device

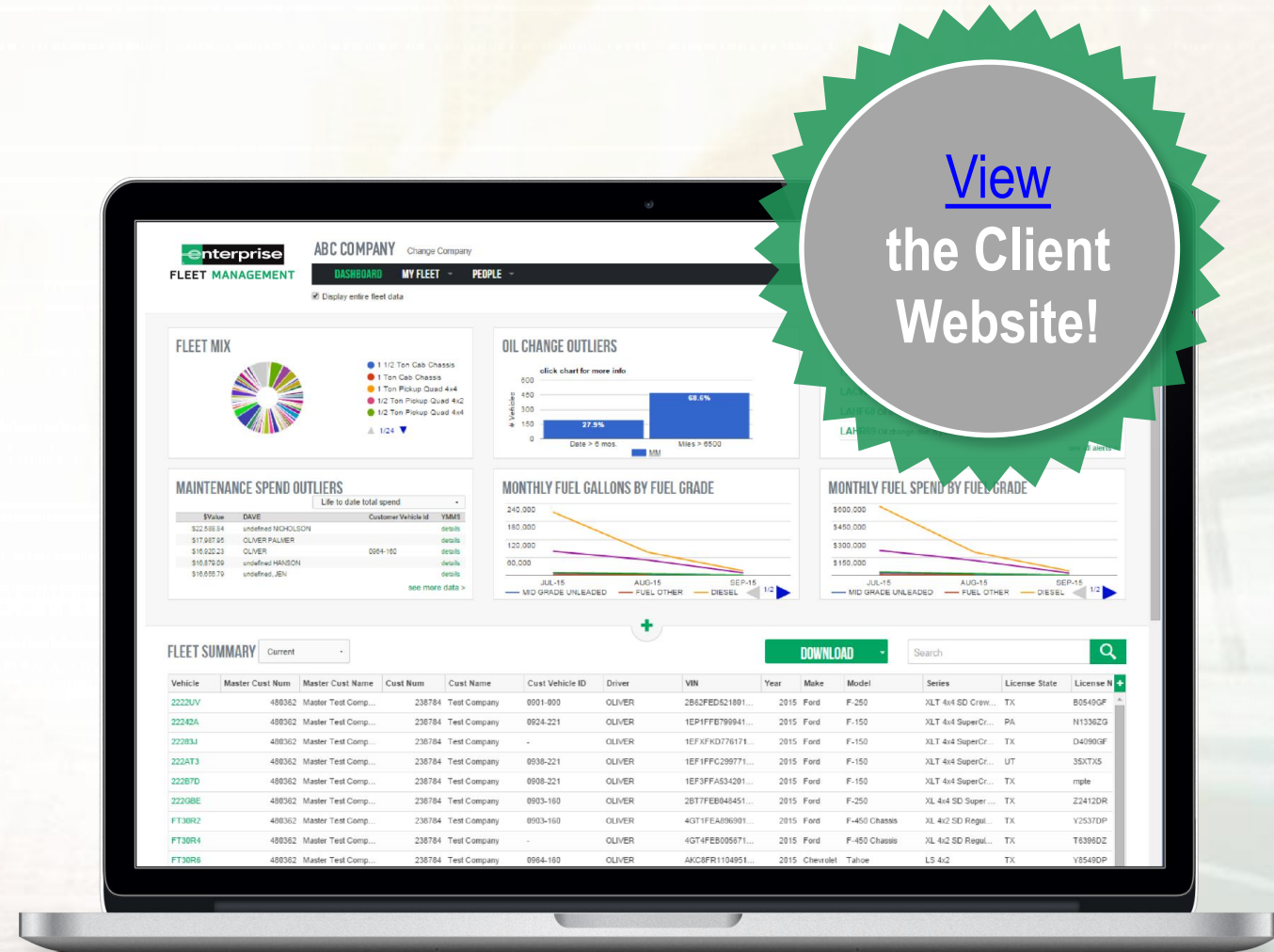


Pricing including hardware and monthly airtime charges from carrier Sprint.



### Client Website

- Visibility and tracking of vehicle data
- Customized dashboards with easy reporting
- Real-time alerts
- Simplify accounting processes with vehicle descriptors
- Self-service features including *driver changes, vehicle descriptors, mileage information and more*
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization





## FLEET MANAGEMENT





City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Enterprise Fleet Management, Inc.  
Enterprise Fleet Management  
600 Corporate Park Drive  
St. Louis, MO 63105  
314-512-5000 Main  
314-518-5583 Fax

Jennifer Bertram  
Senior Account Executive  
1420 W. Mockingbird Lane, Ste. 640.  
Dallas, TX 75247  
469-358-4304 Cell  
866-599-4639 Fax  
[Jennifer.I.bertram@efleets.com](mailto:Jennifer.I.bertram@efleets.com)

## Situation

- **Current fleet age is negatively impacting the overall budget and fleet operations**
  - 15% of the light and medium duty fleet is currently 15 years or older
  - 35% of the light and medium duty fleet is currently 9 years or older
  - 8.9 years is the current average age of the fleet
  - Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

## Objectives

- **Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of \$264,588 in 5 years**
  - Shorten the current vehicle life cycle from 10 years to 5 years
  - Provide a lower sustainable fleet cost that is predictable year over year
  - Free up more than \$114,535 in capital from the salvage of 32 vehicles in the first year
  - Significantly reduce Maintenance to an average monthly cost of \$32.66 vs. current \$100 equaling up to \$37,439 in savings the first year by replacing vehicles more often
  - Reduce the overall fuel spend through more fuel efficient vehicles
  - Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.
- **Increase employee safety with newer vehicles**
  - Currently:
    - 18 vehicle predate Anti-Lock Brake standardization (2007)
    - 43 vehicles predate Electronic Stability Control standardization (2012)
      - ESC is the most significant safety invention since the seatbelt
- **Piggyback The T.I.P.S awarded RFP #2072513 that addresses the following:**
  - Access to all fleet management services as applicable to the needs of the city
  - Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices



## Recommendations

### Replacement Criteria

Fiscal Year 2017 = 9 years old and older, or odometer over 80,000  
 Fiscal Year 2018 = 8 years old and older, or odometer over 60,500  
 Fiscal Year 2019 = 7 years old and older, or odometer over 50,000  
 Fiscal Year 2020 = 6 years old and older, or odometer over 30,000  
 Fiscal Year 2021 = Remaining Vehicles  
 Underutilized = Down size by 13 vehicles due to healthy lifecycle

## Fleet Planning Analysis - Non Emergency Response Vehicles:

Current Fleet	37	Fleet Growth	0.00%	Proposed Fleet	37
Current Cycle	10	Annual Miles	7,500	Proposed Cycle	5
Current Maint.	\$100.00	Insurance	\$0.00	Proposed Maint.	\$32.17
Fuel Info	-	MPG	12	Price/Gallon	\$2.20

5 Year Savings
<b>\$264,588</b>

Fleet Mix					Fleet Cost							Annual Savings
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Fuel	Current Cost	Resale Profit**	Total Cost	
Current	37	4	37	0	103,048	0	44,400	50,875	198,323	1,500	196,823	0
2017	37	13	24	13	0	76,618	33,775	41,580	151,974	114,535	37,439	159,384
2018	37	4	20	17	0	99,159	30,408	38,720	168,287	26,000	142,287	60,441
2019	37	7	13	24	0	155,965	25,784	33,715	215,463	46,300	169,163	39,646
2020	37	3	10	27	0	181,528	22,184	31,570	235,281	21,000	214,281	793
2021	37	10	0	37	0	270,997	14,285	24,420	309,702	92,500	217,202	4,324

\*Equity Lease Payments based on conservative Estimates

\*\*Estimated Market Values are based on conservative, sight unseen estimates

\*\*\*Fleet Planning Analysis considers a conservative 5% inflation factor year over year

## Cash Flow Analysis - Police and Fire Department (ERVs):

5 Year Cash Flow Savings
<b>\$648,559</b>

Fleet Mix					Fleet Cost					Annual Savings
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	AME	Resale Profit	Total Capital	
Current	30	6	30	0	240,000	0	108,000	30,000	318,000	0
2017	30	6	24	6	0	56,935	27,720	49,700	34,955	283,045
2018	30	9	15	15	0	154,949	87,641	99,400	143,190	174,810
2019	30	5	10	20	0	213,439	41,581	51,000	204,020	113,980
2020	30	5	5	25	0	268,732	55,441	79,000	245,172	72,828
2021	30	5	0	30	0	324,024	41,581	51,500	314,104	3,896

\*Cash Flow Analysis is based on average Capital Budget for Fire & PD including Aftermarket

- **City of Waxahachie**
- **City of San Marcos**
- **City of Fredericksburg**
- **San Marcos**
- **City of Orange**
- **City of Beaumont**
- **City of Alvin**
- **City of Big Spring**
- **Ellis County**
- **Webb County**
- **University of North Texas**
- **City of Pampa**
- **City of Kennedale**
- **Texas State University**
- **University of Texas at Dallas**
- **Deer Park ISD**

## REFERENCES

Below is a list of at least three (4) client/customer references including company name, contact person, and telephone number.

1. Company Name: **City of Waxahachie**  
Business Phone #: 830-990-2029  
Contact Person: Michael Scott, Assistant City Manager
2. Company Name: **City of Fredericksburg**  
Business Phone #: 830-990-2029  
Contact Person: Lea Feuge, Engineering
3. Company Name: **City of San Marcos**  
Business Phone #: 512-393-8176  
Contact Person: Heather Hulbert, Director of Finance
4. Company Name: **City of Pampa**  
Business Phone #: 806-669-5750  
Contact Person: Shane Stokes, City Manager

## WORKSHOP BUSINESS ITEM 2.

### City Council Regular and Workshop Session

**Meeting Date:** 06/15/2017  
**Title:** Water Rate Study  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**City Manager Review:** **Approval:** Bob Hart, City Manager

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### AGENDA ITEM

Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates for the Fiscal Year ending 2018-2020.

### AGENDA ITEM SUMMARY/BACKGROUND

The City retained NH Consulting to perform a cost of service and rate design study for the City's water and wastewater utility. The study's intent is to achieve a water and wastewater structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements and bond covenant requirements. Therefore ensuring the utility operates on a self-sustaining basis while considering the economic impact on the City's customers. The analysis examined revenue requirements for a three-year period, fiscal year ending 2018 thru fiscal year ending 2020 and recommended rates sufficient to meet revenue requirements for the three year period.

**Rate Design** - Utility rates consist of a base rate and a volumetric rate. The base rate is the minimum bill that a residential or commercial customer would receive. The volumetric rate is the amount charged to a customer per thousand gallons used. In order to meet future revenue requirements, the analysis determined that the City needs to implement water and wastewater rate increases.

Nelissa Heddin, President of NH Consulting, LLC will present the recommended rates (see attached). This item has also been placed on the regular agenda for consideration and approval.

### RECOMMENDATION

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#### Attachments

Rate Presentation

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# City of Corinth, TX

## Cost of Service and Rate Design Study Water and Wastewater Utility

June 15, 2017



Nelisa Heddin Consulting, LLC  
(512) 589-1028  
nheddin@nelisaheddinconsulting.com

# Overview

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- Introduction
- Background
- Methodology
- Findings
- Recommendations

*“When the well is dry, we learn the worth of water.”*

- Ben Franklin -  
25



# Economic Reality of Water

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## Revenues

- Water has an inherent value to fund infrastructure necessary for treatment and distribution

## Economy

- Water is critical to a variety of industries, and as a result, the economy

## Community

- Water is a fundamental building block for communities

## Commodity

- Water is a commodity which we cannot live without

# Project Approach

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- Step 1: Determine Revenue Requirements
- Step 2: Functionalize Revenue Requirements into Cost Components
- Step 3: Allocation Cost Components to Customer Classes
- Step 4: Design Rates

# Step 1: Revenue Requirements

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- Expenses – Off-sets = Revenue Requirements
- 3-Year Outlook
- Used FYE2017 Budget as Starting Point
- Did not include any additional funding for capital projects



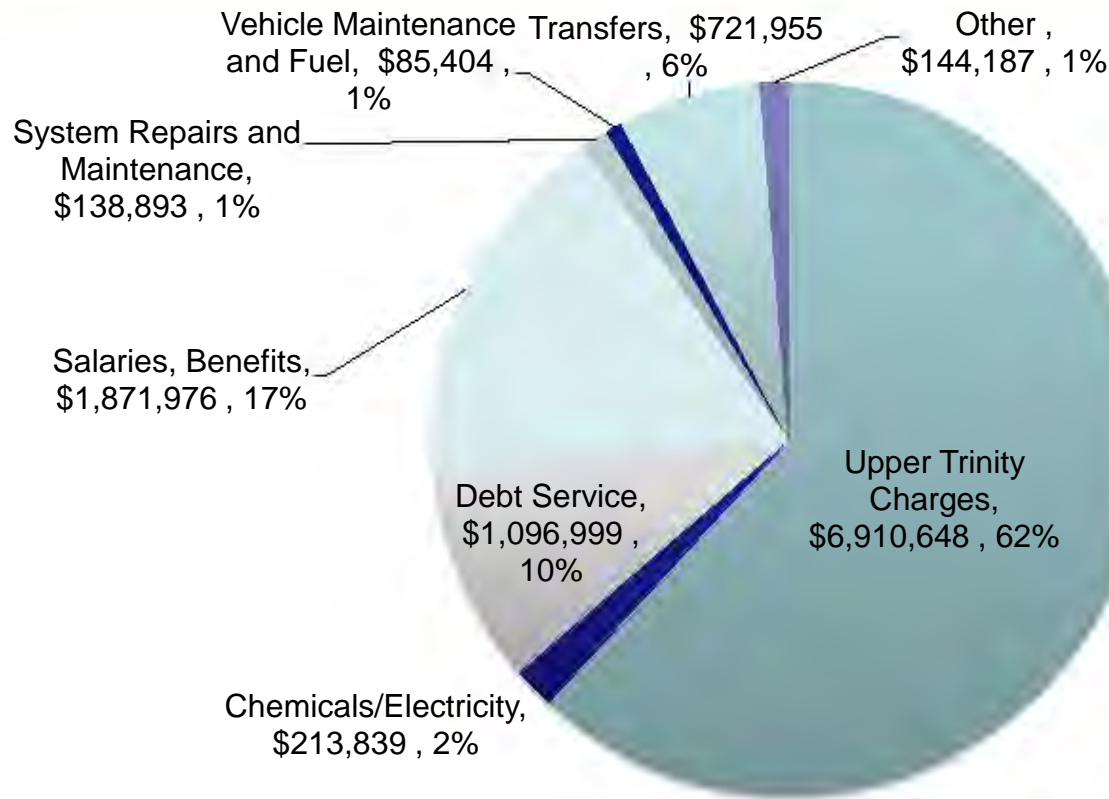
# Step 1: Revenue Requirements

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	2018	2019	2020
Water Utility Revenue Requirement	\$7,895,691	\$8,281,077	\$8,663,100

	2018	2019	2020
Wastewater Utility Revenue Requirement	\$3,288,209	\$3,403,212	\$3,478,787

# Step 1: Revenue Requirements



*\*74% of Total Revenue Requirements are for Upper Trinity, Chemicals/Electricity and Annual Debt Service*

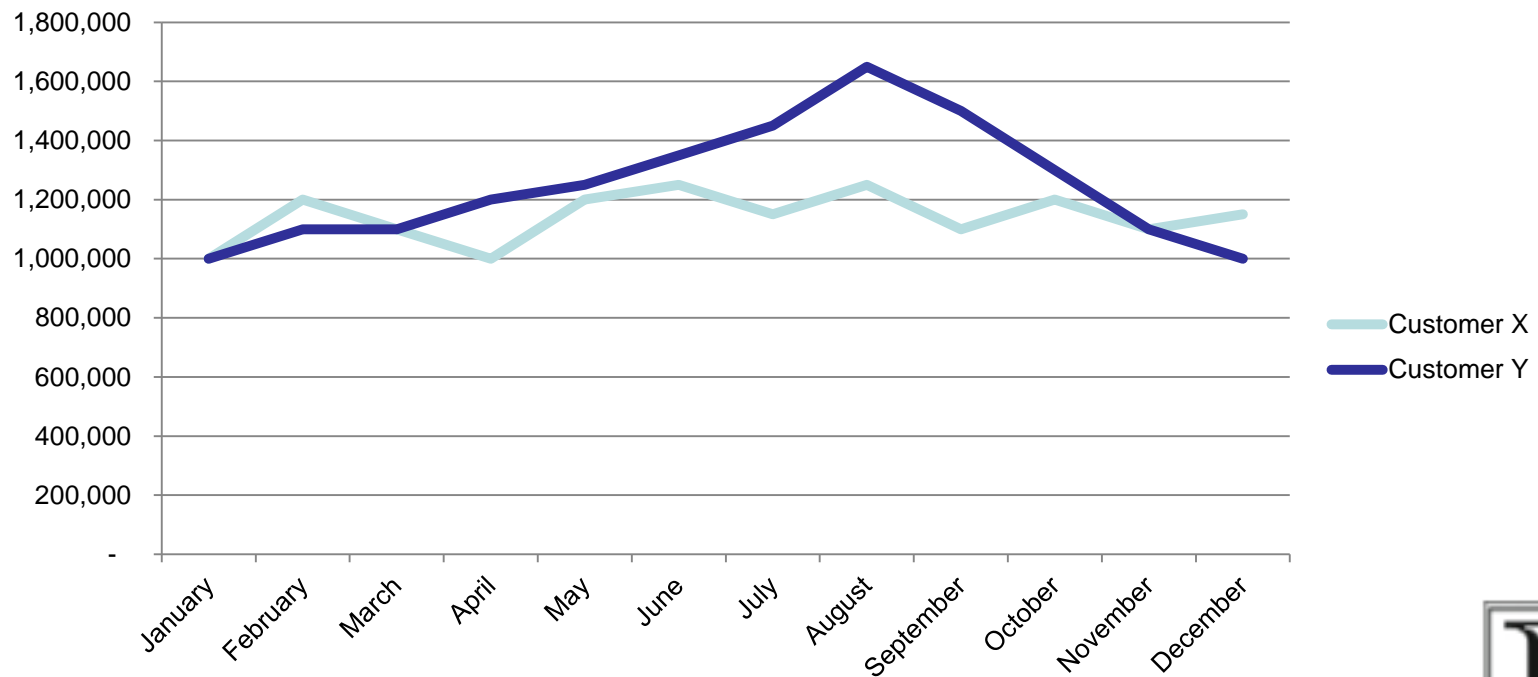
# Step 2: Functionalization

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- Recognizes Peaking Nature of Utility Systems
- Identifies Functional Nature of Costs
- Based Upon AWWA Described Methodology – Base/Extra Capacity
  - Base Costs of Service
  - Extra Capacity Costs of Service
  - Customer Costs of Service

# Step 3: Cost Allocation

- Recognizes different usage patterns of customer classes



# Step 4: Rate Design

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- Recovers Cost of Service from Each Class of Customers
- Packaged to Mitigate Financial Impact to Customers

# Step 4: Rate Design

- Water Utility
  - Base Fee

Base Fees	Current Rate	Recommended Rate
5/8 x 3/4	\$23.27	\$31.23
full 3/4	\$32.24	\$34.36
1 inch	\$32.25	\$43.73
1 1/2 inch	\$65.15	\$65.15
2 inch	\$100.70	\$100.70
3 inch	\$210.25	\$343.56
4 inch	\$330.10	\$437.26
6 inch	\$660.95	\$660.95
10 inch	\$1,510.65	\$1,510.65

# Step 4: Rate Design

- Water Utility
  - Volumetric Charge – Residential

Volumetric Charges - Residential	Current Rate	Recommended Rate
0-10000	\$2.77	\$4.95
10001-25000	\$4.77	\$6.95
25001-50000	\$6.77	\$8.95
50000 up	\$8.77	\$10.95

# Step 4: Rate Design

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- Water Utility
  - Volumetric Charge – Commercial

Volumetric Charges - Commercial	Current Rate	Recommended Rate
0-10000	\$3.68	\$4.75
10001-25000	\$4.68	\$5.75
25001-50000	\$5.68	\$6.75
50000 up	\$6.68	\$7.75



# Step 4: Rate Design

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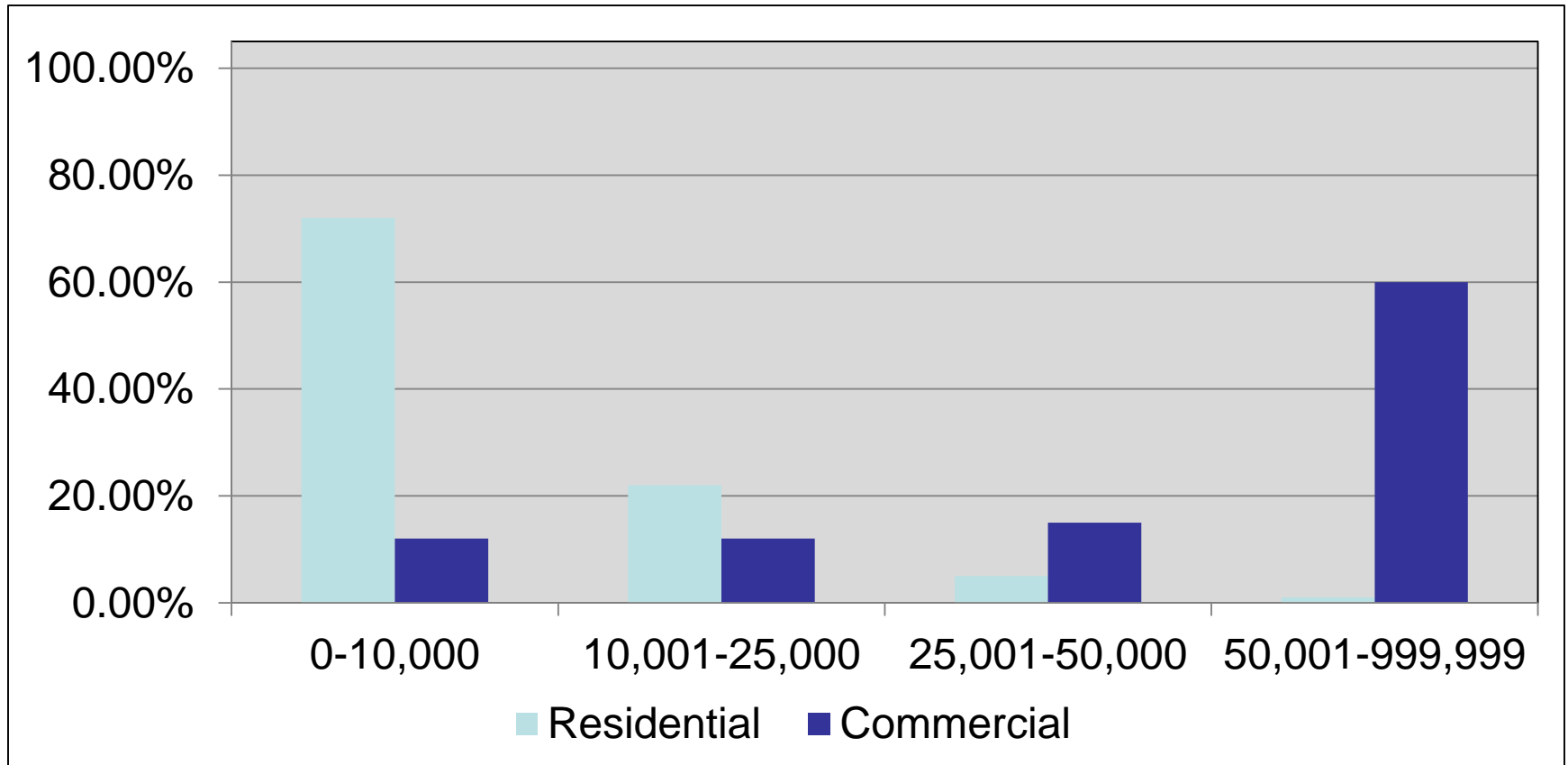
- Wastewater Utility

	Current Rate	Recommended Rate
Base Fee	\$21.39	\$21.39
Volumetric Fee	\$5.60	\$3.67

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# Average Customer Rate Comparison

# Utility Customers Based on Usage

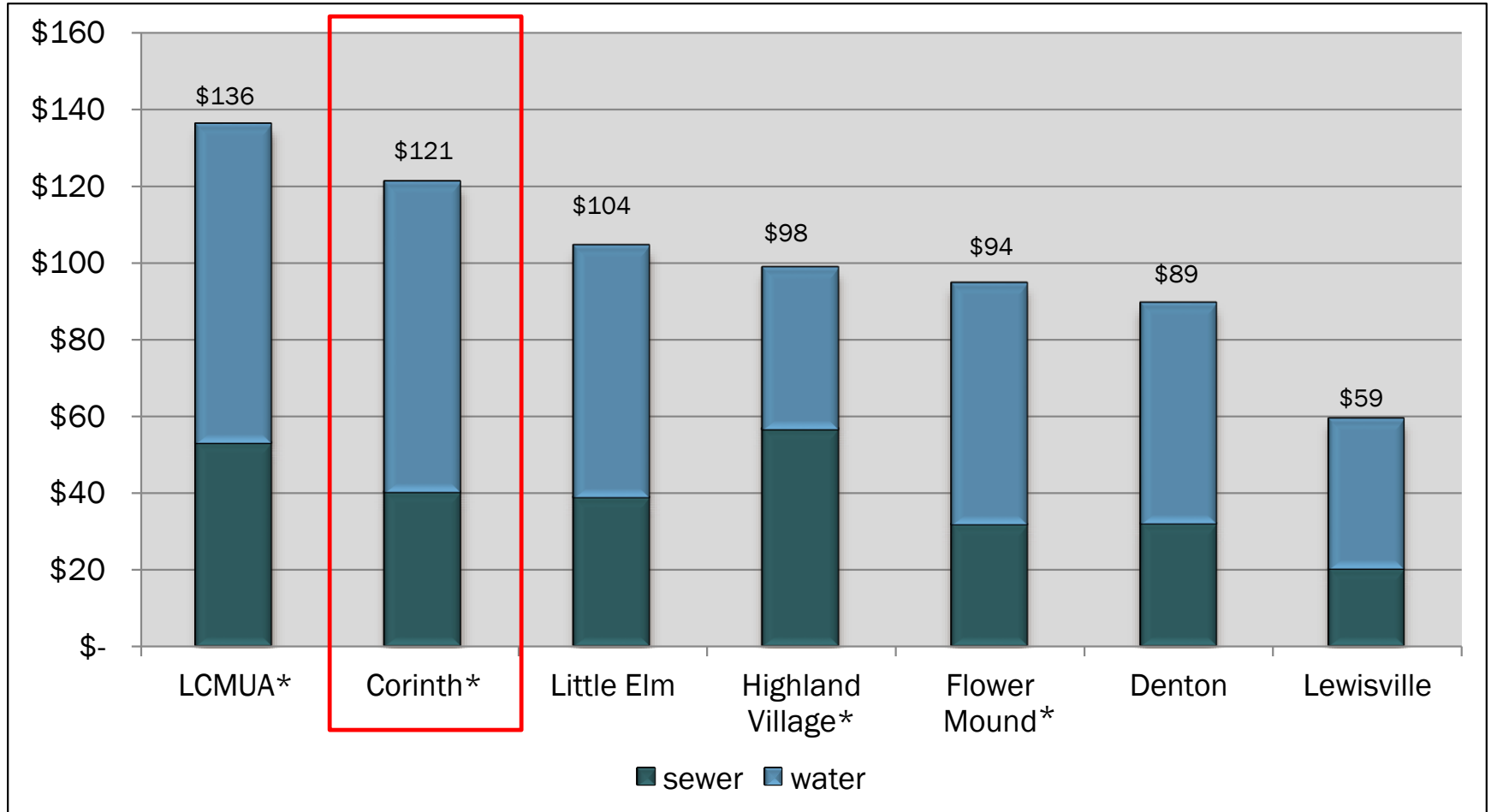


Residential Customers (95.3%)	6,800
Commercial Customers (4.7%)	<u>334</u>
Total Customers	7,134

39

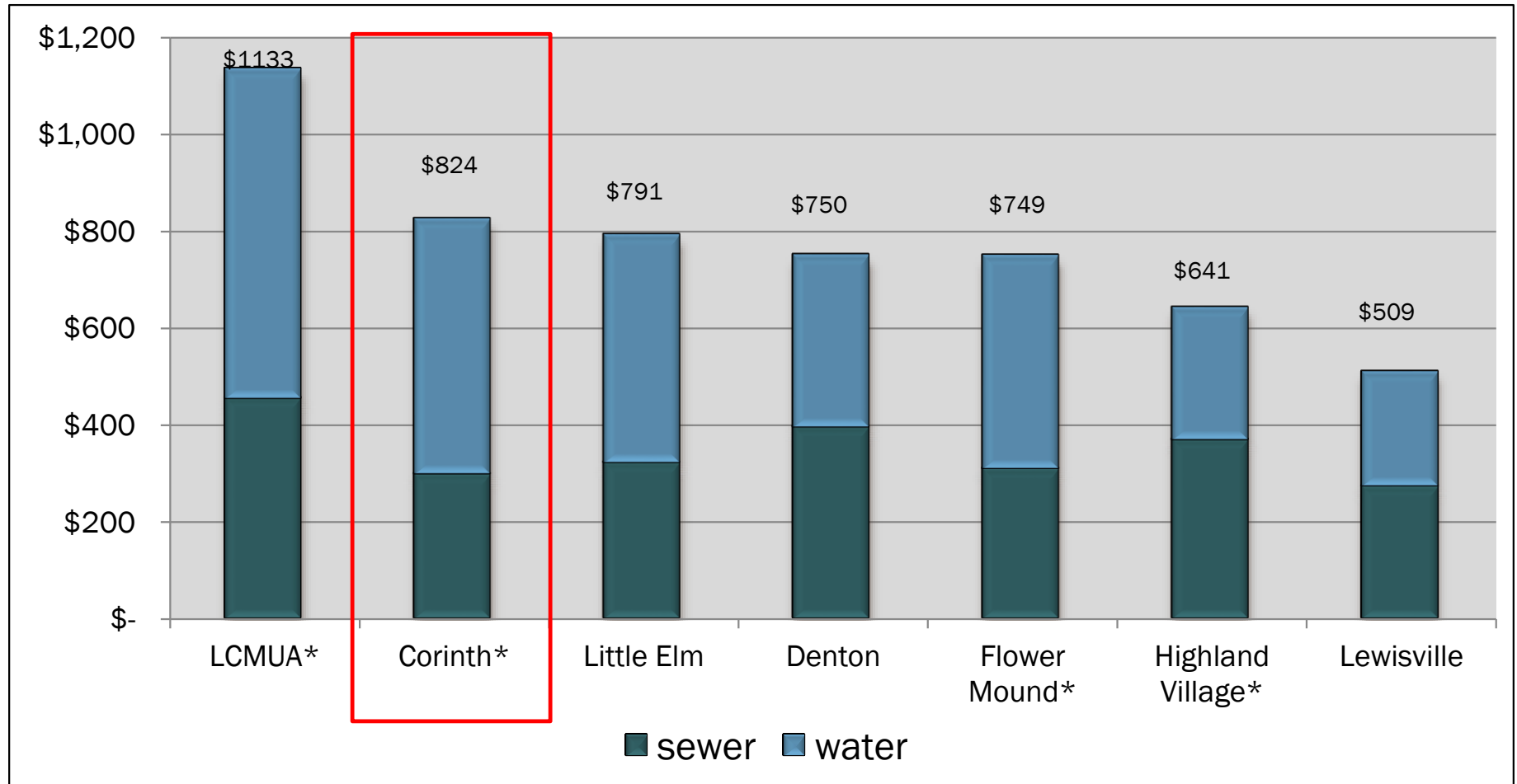
# Average Residential Customer Impact

Based on 10,000 gallons water and 5,045 gallons sewer per month



# Average Commercial Customer Impact

Based on 75,000 gallons water and sewer per month



\* Cities serviced by Upper Trinity. Note, Flower Mound only subscribes for Water services, they do not subscribe for Wastewater Services.

**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** April 20, 2017 Regular Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

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

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**AGENDA ITEM**

Consider and act on minutes from the April 20, 2017 Regular Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the April 20, 2017 Regular Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the April 20, 2017 Regular Session Minutes.

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**Attachments**

Minutes

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

On this the 20<sup>th</sup> day of April 2017 the City Council of the City of Corinth, Texas met in a Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Joe Harrison, Council Member  
Sam Burke, Council Member  
Lowell Johnson, Council Member  
Don Glockel, Council Member  
Scott Garber, Council Member

**Staff Members Present:**

Bob Hart, City Manager  
Fred Gibbs, Planning and Development Director  
Kim Pence, City Secretary  
Brenton Copeland, Technology Services Assistant Manager  
Mike Brownlee, City Engineer  
Mack Reinwand, City Attorney

**Others Present:**

Greg Roemer, President Community Waste Disposal (CWD)

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:**

**Mayor Heidemann called the meeting to order at 7:00 p.m.; Councilmember Garber delivered the invocation.**

**J.P. Johnson, Boy Scout led in the Pledge of Allegiance and the Texas Pledge.**

**PROCLAMATION:**

**Mayor Heidemann read the Proclamation for Motorcycle Safety Awareness Month and proclaimed May as Motorcycle Safety Month.**

**PRESENTATION:**

- 1 Receive a presentation and hold a discussion on the Community Waste Disposal Annual Review.

**Greg Roemer, President Community Waste Disposal (CWD)** - presented their 2016 Annual Review. Your weekly trash collection service and brush service is done with CNG trucks. We collect Monday - Friday and we pick up 10 items of bulky waste in addition to trash service. The citizens of Corinth are allowed access to our transfer station located at 2010 California Crossings in Dallas. They can drop off materials free of charge Wednesday- Saturday from 8:00 a. m to 1:00 p.m.

Recycling services are provided through a 65 gallon cart and is picked up on trash day and again we do all these services with compressed natural gas (CNG). Commercial recycling is well received in the City of Corinth and CWD puts out 8 cubic yard frontload containers to collect cardboard and in 2016 we collected 32 tons of materials.

Customer inquiries is something we monitor very closely. From the beginning of the contract to current the industry averages 1 call per 1,000 service opportunities so effectively if you drive by and service 1,000 homes you would

expect 1 phone call.

Residential recycle tonnage dropped in 2016 from about 1700 tons to 1600. That is a 5% decrease and I don't have a good answer as to why.

Residential driver incidents/ vehicle accident/property claim/reckless driving or some sort of misconduct on behalf of one of our employees in your town. We measure this in 100,000 service opportunities and we had 38 incidents in 2016 and these all go before a review committee where it is determined whether the employee is charged or not charged and then certain levels of accountability that the employees are held to.

Door side household hazardous waste (HHW) collection is a really big hit in your City. You give us a call, place the items on your door step and our employee on a monthly basis go to your door and collects the material. Your citizens are using this a lot and last year we collected 24,000 pounds of material and that is up 37% from 2015.

We participate in a few events for the City of Corinth. The first one was Easterville 2016 at the Community Park and we put out the recycling bins and a trash cart. It does send the message that Corinth recycles. The other event that we participated in was the Pumpkin Palooza at the Community Park as well that was held in Oct 2016.

I have a Certificate of Merit this evening from Keep Texas Beautiful and KTB. This identifies three things that Corinth has done in the past year. Your curbside recycling, curbside household hazardous waste collection and the green events and that is a real accomplishment of the citizens of Corinth.

Congratulations the City of Corinth recycled 1,611 tons in 2016 saving 27,387 trees, 612,180 gallons of oil, 11,277,000 gallons of water, 5,316 yards of landfill space and 6,605,100 kilowatt hours of electricity.

**Councilmember Glockel** - where are your cardboard dumpsters located?

**Greg Roemer, President Community Waste Disposal (CWD)** - I don't have that list but I will get it to you.

**Mayor Heidemann** - how do we compare to other cities as far as the reduction in recycling?

**Greg Roemer, President Community Waste Disposal (CWD)** - we service about 21 cities and most of them are not seeing a reduction. Most of them are growing in population and that has something to do with it.

## **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.

2. Consider and act on a Resolution Re-appointing Cody Collier to the Upper Trinity Board of Directors.
3. Consider and act on minutes from the March 2, 2017 Workshop Session.
4. Consider and act on minutes from the March 2, 2017 Regular Session.



5. Consider and act on minutes from the March 16, 2017 Regular Session.
6. Consider and act on a Unified Sign Plan for Valencia Subdivision located on property legally described as a portion of Tract 8A situated in the BBB & CRR Survey, County Abstract 153 in the City of Corinth, Denton County, Texas. The location of Valencia Subdivision is on the north side of FM 2181 between 2301 and 2101 FM 2181.

**MOTION** made by Councilmember Johnson to approve the Consent Agenda as presented. Seconded by Councilmember Burke.

**AYES:** Buke, Garber, Johnson, Harrison, Glockel  
**NOES:** None  
**ABSENT:** None

**MOTION CARRIED**

**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.

**No Citizens Comments were made.**

**BUSINESS AGENDA**

7. Consider and act on an ordinance approving a rate increase for the collection of Solid Waste in the master fee schedule and providing an effective date.

**Bob Hart, City Manager** - the contract that we have with Community Waste Disposal (CWD) provides for an annual adjustment in the contract. The request this year is for a 2.1% market increase on the rates. This would represent a 20 cent per month increase for residential and 18 cent increase for seniors.

The increase is consistent with the contract and staff recommends approval of the requested increase and would become effective October 1, 2017.

**MOTION** made by Councilmember Johnson to approve the Ordinance for a rate increase for the collection of solid waste in the master fee schedule and providing an effective date of October 1, 2017. Seconded by Councilmember Harrison.

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

**MOTION CARRIED**

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

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

**Councilmember Johnson** - KCB was granted a Butterfly Grant and Corinth has now been named because of their work a member City in the Monarch Butterfly Fly-A-Way's.

April 21<sup>st</sup> is Texas Independence Day.

**Bob Hart, City Manager** - we do not have any items on the May 4 Regular meeting and our recommendation is to skip that meeting and our next Council meeting will be held on May 18<sup>th</sup>.

**Mayor Heidemann** - thanked everyone that participated in the Groundbreaking Ceremony. It was well organized and appreciated the extended invitation to all the other City Mayors that were able to speak at that event.

DATCU Branch is having a practice opening this week and officially opens on May 23<sup>rd</sup>.

**There was no Closed Session during the Regular Session meeting.**

### **CLOSED SESSION:**

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

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

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

**Section 551.072.** To deliberate the purchase, exchange, lease or value of real property.

**a. Lake Sharon Project - Right-of-Way acquisitions.**

**b. Hold a discussion and receive direction regarding easement acquisition for a development project located in the general vicinity of Tower Ridge, Lake Sharon, and IH-35E.**

**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.

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:**

Mayor Heidemann adjourned the meeting at 7:26 p.m.

Meeting adjourned.

Approved by City Council on \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** May 11, 2017 Workshop Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

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

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**AGENDA ITEM**

Consider and act on minutes from the May 11, 2017 Workshop Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the May 11, 2017 Workshop Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the May 11, 2017 Workshop Session Minutes.

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**Attachments**

Minutes

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

On this the 11<sup>th</sup> day of May 2017 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Joe Harrison, Council Member  
Sam Burke, Council Member  
Don Glockel, Council Member  
Scott Garber, Council Member

**Members Absent:**

Lowell Johnson, Council Member

**Staff Members Present:**

Bob Hart, City Manager  
Barb Cubbage, Planning and Development Manager  
Kim Pence, City Secretary  
Mike Brownlee, City Engineer  
Mack Reinwand, City Attorney

**Guest Speakers/Presenters Present:**

Gary Henderson, CEO, United Way of Denton County, Inc.  
Alex Reed, Director of Health & Mental Health Initiatives, United Way of Denton County, Inc.

**CALL TO ORDER:**

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

**WORKSHOP BUSINESS AGENDA ITEM:**

1. Receive a briefing from United Way.

Mayor Heidemann - I will turn this over to Gary Henderson with United Way of Denton County. This is an educational session on the findings in their study of Denton County for mental health.

**Gary Henderson, CEO United Way of Denton County** - A couple of introductions first, I am Gary Henderson, CEO of United Way of Denton County, Alex Reed is Director of Community Investments at United Way of Denton County and she leads our Health & Mental Health Initiatives. TJ Gilmore also known as Councilmember TJ Gilmore of Lewisville is a leader on our behavior health leadership team and Roxanne Delrio with NCTC is the appointee at the behavior health leadership team. We will rule out more for you as time goes on tonight as to who the other appointees are. The punchline at the end of our information exchange will be an invitation to the City of Corinth to send one or two appointees to join a group that has been on the court for about two years now. We are really trying to create a system of connectivity where one doesn't exist in the local community.

In 2012, we had volunteers from the community, board members and staff from the United Way of Denton County pull together our first community needs assessment. In that first needs assessment, the structure of the report was based in three primary areas: Education, Financial Stability and Health.

Education - think cradle to career, drop out prevention, early childhood intervention, but ultimately to adults employable at a living rate where they could support themselves and or a family; Financial Stability - financial capabilities with Pay Day Lender victims, individuals who are employed at such a low level that they struggle financially; Health - not mental health, but health. We talk about things like access to healthcare, immunizations, the prevalence of death among seniors related to

illnesses, but we didn't catch on to behavioral and mental health. When we rolled out that set of reports in 2012, immediate push back from the organizations on the front line serving people in need across the county were saying "what about mental health?"

I am not a behavioral health and mental health guy. So I was dumb enough to say "we'll do an addendum to the health report" - behavioral health and the decision you all are facing regarding the THR project, it's complicated. I have never seen anything in all my years as complicated as the mental health domain.


Because it is complicated and it is incredibly frustrating to us out in the community who are trying to make a difference, but we really don't understand the gaps and the complexities. At the most macro level in Denton County we estimate, of the 800,000+ people who call Denton County home, 131,000 of those people met the criteria for a diagnosable mental health concern in 2015. To put that into perspective in 2008, the state legislature - through the Department of Health and Human Services - was sending the smallest allocation for mental health services to Denton County or I'll say it this way ... Denton County in 2008, was the lowest funded county in the lowest funded state in the country, in terms of mental health services. And even still as a community, whether it's on the high income side or the indigent healthcare side, we just lack providers. Given the fast growth of our community, we haven't had the service capacity to keep up with our community at all.

The problem we are having in Denton County is absolutely representative of the problem every county has in Texas. It's just that some of the larger counties, San Antonio region, Houston region, Dallas/Ft. Worth, their need is so big that funding has been thrown into their communities where they have been able to try to create a system. Law enforcement, hospitals, school districts, non-profits, county services, private providers all operate in silos. Some of it is statute driven, some of it is funding driven, but some of those entities I just described speak a totally different language in their profession from the other. Each one of those silos feel part of the pain of a community where people get bounced around or more importantly they fall into the gaps. If you're a mom trying to get your fifth grader in to receive behavioral health services, you're probably going to be leaving Denton County to find those services. With insurance, without insurance regardless because there is one, maybe two psychiatrists within Denton County especially for the lower income clients sites that accept CHIPS or Medicaid as a form of insurance. In Texas, as a whole, there is only one mental health provider for 990 individuals with mental health needs. It's not just a Denton County problem. It is a State of Texas problem.

After that needs assessment report, Joe Mulroy, Denton County businessman and former Denton City Councilmember saw the initial 2012 Mental Health Report, and asked if anybody was running with this. Joe put \$70,000 of his own dollars on the table and said, I'll Co-Chair a council, committee, group that will meet once a month for a year and we'll continue the fact finding. We formed the Denton County Citizens Council on Mental Health. We learned that the Meadows Foundation in Dallas had put millions into the Meadows Mental Health Policy Institute who is working with Senator J. Nelson on the Sunset Commission. The Texas Department of Health and Human Services' delivery of funding to local communities for mental health services is broken. All dollars that come into Denton County all go to MHMR of Denton County. Frankly, they are not getting enough dollars and they are serving well over capacity for those dollars.

Joe and I met with the foundation and found out that what they are going to recommend to Senator Nelson and the state legislature was a structure that a local community could employ to bring these different parties to the table together collaborating in a formalized way. Appointees would reside in an entity called the Denton County Behavioral Health Leadership Team supported by a series of work groups. We didn't have the capacity of launch all of the work groups simultaneously. We launched veterans work group first. It is chaired by Colonial Chris Martin president of the Denton County Coalition. This group has been phenomenally successful. Other work groups are Housing, Mental Health Court, Jail Diversion, and Child and Family Systems. Every other month these groups meet at United Way of Denton County.

**Alex Reed, LMSW, Director of Health & Mental Health Initiatives United Way of Denton County** - I want to lay a foundation on a lot of the terminology that is utilized when typically used when talking about behavioral health. A PowerPoint presentation was shown:



# DENTON COUNTY BEHAVIORAL HEALTH LEADERSHIP TEAM

Comprehensive behavioral health services  
for every person in Denton County.

*A collective impact initiative supported by:*



## Behavioral Health in Denton County

This is a priority because...



An estimated **131,000** people in Denton County met the  
criteria for a diagnosable mental health concern in 2015.

*(2015 national prevalence rates and 2015 U.S. Census population estimates for Denton County)*

# Behavioral Health in Denton County

This is a priority because...



**In Texas, there is only one provider to approximately every 990 individuals with mental health needs.**

*(Mental Health America, State of Mental Health, 2016)*

## Behavioral Health in Denton County

Team Structure



Denton County Commissioners Court (3 - 5)	Denton City Council (1-2)	Lewisville City Council (1-2)	Small Cities/Towns Coalition (1)	Health Systems Hospitals, MHMR, Health Department (3-7)	Health Funders Insurance Providers (1-2)	Human Systems ISDs, Higher Ed., Law Enforcement, Housing, WATCH (4-8)	United Way of Denton County (1)
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### DENTON COUNTY BEHAVIORAL HEALTH LEADERSHIP TEAM

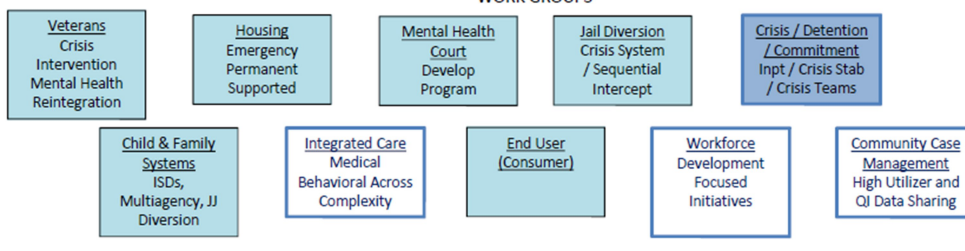
serves as the County oversight committee (1)  
31 Total Members

*Individuals may serve on multiple work groups*

### COLLABORATIVE STRUCTURE

Denton County Citizen's Council on Mental Health  
Co-Chairs/Executive Director (2)

#### WORK GROUPS



1 – Chartered by political entities, formal reporting, accountability

2 – Transition from voluntary Co-Chairs to professional staff position developed between Denton County Health Department and United Way of Denton County



## Behavioral Health in Denton County

Mental Health and Diagnoses



### AMI – Any Mental Illness

- 1 in 5 adults experience mental illness in a given year\*

### SMI – Severe Mental Illness

- 1 in 25 experiences a serious mental illness in a given year that substantially interferes with or limits one or more major life activities\*

### Co-Occurring Diagnoses

- Nearly half of all individuals with SMI experience substance abuse\*\*

\*National Institute of Mental Health(2015)

\*\*National Alliance on Mental Illness(2016)

## Behavioral Health in Denton County

This is a priority because...



**okay to say**

**Stand Up.  
Speak Out.  
Make it  
Okay to Say.**



**50% of mental health  
conditions begin by age 14**

- National Alliance on Mental Illness, 2017

**TEXAS** *of* **MIND**  
THE MEADOWS MENTAL HEALTH POLICY INSTITUTE

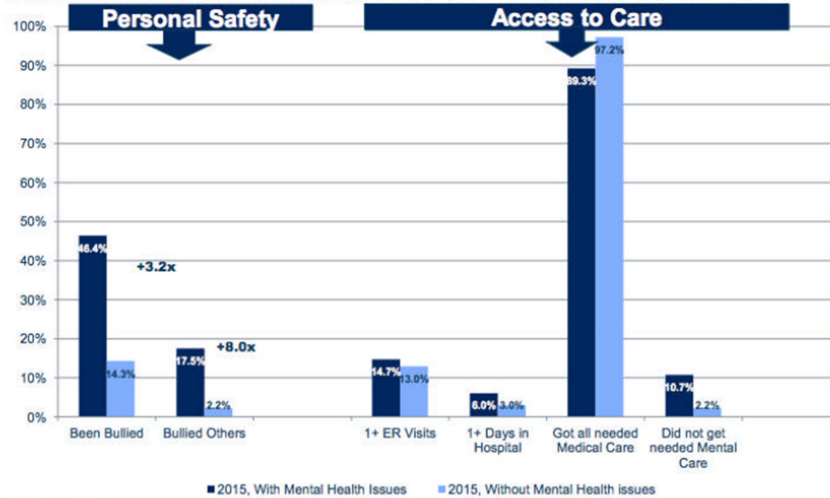
## Behavioral Health in Denton County

This is priority because...



### Denton County Age 4-14:

#### Children's health issues and those with mental health issues



Community-wide Children's Health Assessment & Planning Survey results  
Led by Cook Children's Healthcare System

## Behavioral Health in Denton County

Mission and Vision



### Vision

Comprehensive behavioral health services for every person in Denton County.

### Mission

The Denton County Behavioral Health Leadership Team will advocate and facilitate a collaborative person-centered behavioral health system to repair and restore lives:

- Ensure behavioral health services are available to meet the needs of all
- Assess data for continuous outcome measurements
- Prioritize data driven recommendations
- Provide a continuum of care

## Behavioral Health in Denton County



### Appointed by the Denton County Commissioner's Court:

- The Honorable Bobbie J. Mitchell *From Denton County Precinct #3 for the Denton County Commissioner's Court*
- Mr. Joe Mulroy *From DCCCMH for Denton County Commissioner's Court*
- Captain Douglas Lee *From Denton County Sheriff's Office for Denton County Commissioner's Court*
- Dr. Matt Richardson *From Denton County Health Department for Denton County Commissioner's Court*
- Dr. Kathryn Stream, *for Denton County Commissioner's Court*
- The Honorable Coby Waddill *From Denton County Criminal Court #5 for Denton County Commissioner's Court*

## Behavioral Health in Denton County



### Appointed by Municipal Governments:

- Ms. Melinda Galler, MS *From and for the City of Lewisville*
- Councilman TJ Gilmore *From and for the City of Lewisville*
- Mr. Bryan Langle, MBA *From and for the City of Denton*
- Mayor Chris Watts *From and for the City of Denton*
- Councilwoman Cindy "Sanden" Daughhetee *From City of Krum for Small Municipalities*

## Behavioral Health in Denton County



### Appointed by the Health Care Providers and Health Insurance Providers:

- Ms. Louise Baldwin RN, MBA, NEA-BC, FACHE *From Texas Health Presbyterian Hospital of Denton for Health Services of North Texas, Inc.*
- Ms. Elizabeth Ferring *From and for Denton Community Health Clinic*
- Judge Barbara Gailey *for Denton County MHMR*
- Dr. Timothy Harris *From and for Texas Health Presbyterian Hospital of Denton*
- Dr. Nicki Roderman, DNP, RN, CCRN, CNRN *From and for Denton Regional Medical Center*
- Mr. Juan Rodriguez, MPH *From and for Denton County Health Department*
- Mr. Gary Fullerton MBA, RN, FACHE, NEA-BC, CEN, LP *From and for Medical Center of Lewisville*
- Mr. Gary Seguin, LPC, LPCC *From Beacon Health Options for Health Insurance Providers*
- Mr. Scott McBryde, LMFT *From Cigna Health Spring STAR+ Plus Medicaid for Health Insurance Providers*

## Behavioral Health in Denton County



### Appointed by the Educational Institutions:

- Ms. Monya Crow, M.Ed., LPC-S *From and for Lewisville Independent School District*
- Dr. Roxanne Del-Rio *From and for North Central Texas College*
- Dr. Teresa McKinney *From and for University of North Texas*
- Dr. Monica Mendez-Grant *From and for Texas Woman's University*
- Dr. Richard Valenta *From and for Denton Independent School District*

## Behavioral Health in Denton County



### Appointed by Other Denton County Organizations:

- Dr. Derrell Bulls *From Texas Woman's University for United Way of Denton County, Inc.*
- Dr. Lisa Elliott *From Cook Children's Healthcare System for WATCH of Denton County*
- Dr. Bill Giese *From Flow Health Care Foundation for Denton Housing Authority*
- Chief Lee Howell *From and for Denton Police Department*
- Chief Russell Kerbow *From and for Lewisville Police Department*
- Ms. Prudence Sanchez, J.D. *From Prudence Sanchez Attorney at Law, PLLC for Denton Affordable Housing Corporation*

## Behavioral Health in Denton County



### 2017 – 2018 Nominated Officer Slate:

- Past Chair : Judge Barbara Gailey
  - From Denton County MHMR
- Chair : Dr. Teresa McKinney
  - From University of North Texas
- Co-Chair : Chief Russell Kerbow
  - From Lewisville Police Department
- Secretary : Dr. Lisa Elliott
  - From Cook Children's Healthcare System



## Behavioral Health in Denton County



### Strategic Planning Committee:

- **Commissioner Bobbie Mitchell**
  - From Denton County Commissioners Court
- **Ms. Doreen Rue**
  - From Health Services of North Texas
- **Mr. Joe Mulroy**
  - From Denton Citizen's Council on Mental Health
- **Dr. Matt Richardson**
  - From Denton County Public Health
- **Ms. Pam Gutierrez**
  - From Denton County MHMR
- **Dr. Teresa McKinney**
  - From University of North Texas
- **Dr. Timothy Harris**
  - From Texas Health Presbyterian Hospital

## Behavioral Health in Denton County

Collective Impact ...



*Large-scale social change requires broad cross-sector coordination, yet the social sector remains focused on the isolated intervention of individual organizations. - Stanford Review*



## Behavioral Health in Denton County

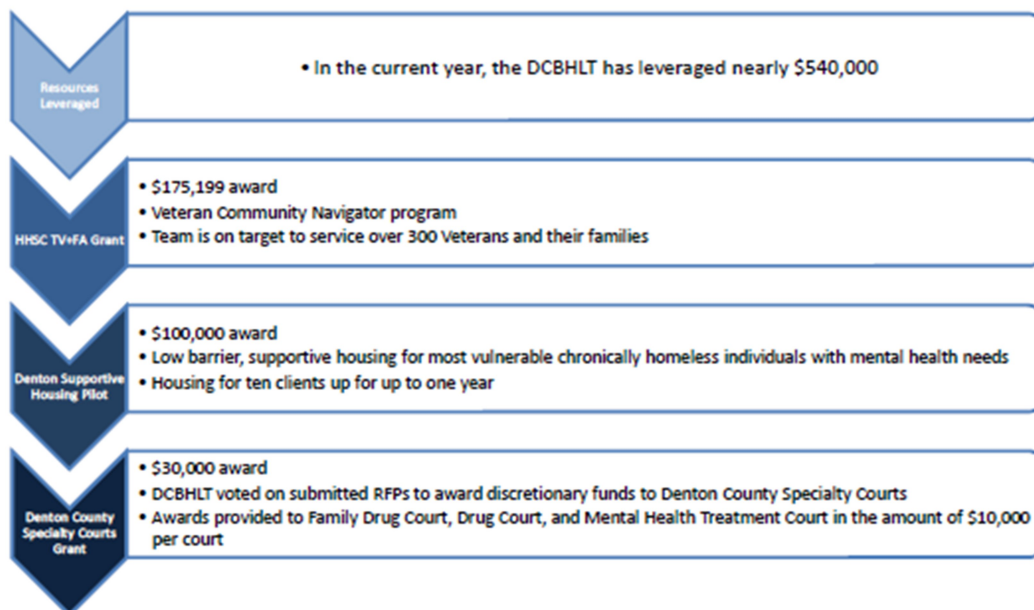
This is priority because...



In 2014, Denton County was one of the lowest funded counties in the lowest funded state for behavioral health.

## Behavioral Health in Denton County

Resource Leverage



## Behavioral Health in Denton County

### Workgroup Reports



# Workgroup Accomplishments

DCBHLT 2016 - 2017

## Behavioral Health in Denton County

### Workgroup Accomplishments



- Accomplishments:
  - Launching of the Denton County Veterans Center
  - Implementation of the Veteran Community Navigator program
    - Over 175 Veterans and their families serviced to date
  - Launched child specific anti-stigma materials through partnership with the Okay to Say Movement
  - Creation of Law Enforcement Mental Health Response Training Video
  - Support of Mental Health Treatment Court and SOAR Juvenile Mental Health Court





## Behavioral Health in Denton County

### Workgroup Accomplishments



#### Agencies that have participated in Mental Health First Aid in 2017:

- Denton Police Department
- Oak Point Police Department
- Lewisville Police Department
- Flower Mound Library
- Lewisville Library
- City of Lewisville
- University of North Texas
- Texas Woman's University
- North Central Texas College
- Denco 911
- CASA of Denton County
- Giving Hope, Inc.
- Salvation Army
- Habitat for Humanity
- Cross Timbers Community Church
- University Behavioral Health
- Mayhill Hospital



## Behavioral Health in Denton County

### Next Steps



Questions  
and  
Next Steps

## Behavioral Health in Denton County



Contact the DCBHLT  
[www.dentoncountybhlt.org](http://www.dentoncountybhlt.org)

Alex Reed, LMSW  
Community Impact Director-Health Initiatives  
United Way of Denton County, Inc.  
(940) 565-5851 ext. 112  
[alex@unitedwaydenton.org](mailto:alex@unitedwaydenton.org)



**Mayor Heidemann** - Will the areas up here start witnessing gravitation toward this area?

**Gary Henderson, CEO United Way of Denton County** - Absolutely. Already have seen this morning.

**TJ Gilmore, Councilmember of Lewisville** - There are different measurement tools. Over the last three years, which I feel is a decent baseline trend, you can actually see the number of homeless who have self reported from other cities in Texas. They will migrate. We have definitely seen a spike this year. I think it can go back to what has been going on in Dallas. I was at workshop this past year and Dallas and Austin were there and they were talking about how wonderful their programs were and a Councilmember from Grand Prairie stood up and said, "That is wonderful, you took care of the low hanging fruit, now what do I do with all of the people that are now in our district?"

**Gary Henderson, CEO United Way of Denton County** - My United Way Board believes our first priority is to take care of the homeless who are victims of domestic violence (our families, here in Denton County) and somehow be able to prioritize away the chronically homeless that came from other communities. Not to be insensitive, but that mom who left an abuser tonight with a couple of kids who is homeless until she gets on her feet - that is a priority for us. The mission of the sister organization of this group, the Homeless Leadership Team, their definition, their vision, their mission is to make homelessness rare, brief and non-recurring. We are not going to eliminate homelessness in Denton County, but it shouldn't happen more than once.

The point and time count did identify that of our homeless individuals that were counted in the most recent count this year that one day of year where HUD asks every community on that day to get out and count as many of the homeless as they can find, 41% of Denton County's homeless that were identified on that day this year were first time homeless individuals. There is a much higher probability of rehousing permanently someone who has only experienced homelessness once than someone who is a chronically homeless individual.

**Alex Reed, LMSW, Director of Health & Mental Health Initiatives United Way of Denton County** - What Gary is talking about is the annual homeless census. It is one day a year. They try to make it on the coldest day of the year so that more people are in shelter and easily identifiable. One of the first questions on that survey are *Where did you first start to*

*experience homelessness?* This year is the first year in a couple of years that we've seen a spike in people coming from other communities.

**Councilmember Glockel** - We wouldn't be having this conversation tonight in this chamber if we weren't talking about the facility across the street. How does that fit in the scenario you just talked about? It doesn't in my opinion.

**Gary Henderson, CEO United Way of Denton County** - It's a missing piece of the county, but there are a lot of missing pieces in the county. I think what Alex said earlier was if they are going to be able to serve children under the ages of 13, that is unique. That is not something that your citizens or Denton County residents have available in the county today.

**Councilmember Garber** - Along those lines it seems we talk a lot about veterans and we also talk a lot about kids. How does this work out from the United Way and Denton County Behavioral Health perspective if the big need is veterans and children? Wouldn't it be a better asset if that was all a children's facility or all a veteran's facility?

**Councilmember Burke** - I don't think that is the biggest need, I think they are saying that that is the easiest dollars to get. If you say veterans or you say kids, you get money.

**Councilmember Garber** - How does United Way and Behavioral Health see the proposed facility fitting in to this big scheme other than just another access point in Denton County?

**Alex Reed, LMSW, Director of Health & Mental Health Initiatives United Way of Denton County** - Meeting the needs of the children. That is something we don't have. Meeting the needs of insured individuals that are in your community. Meeting that need is very tangible and it's something that can be done and I think they will serve that market well. Those who are voluntary admits saying, I need some help - I am going to walk into this hospital today. They are going to serve geriatric patients. We have geriatric beds available in our community, but again I think they will serve that market of individuals with funding streams, with Medicare having a dementia need and going into that facility. I think it gives us more beds, which we need. The greatest need it will fill is for our children.

**Gary Henderson, CEO United Way of Denton County** - It goes back to the first slide. What's the state average - one provider for every 900 individuals needing help. If you add beds, that is a good thing. United Way of Denton County - our business is focusing on people who are disenfranchised, they are victims. We want to move them out of a welfare situation in to self sustainability. Our first preference would be to focus not on upper middle class, insurance card carrying individuals, but folks who keep repeating through the CPS system through the jails. A citizen that lives in Corinth with Blue Cross/Blue Shield and a good gold PPO plan with mental health care provided isn't going to find a provider available taking new patients in Denton County.

Regardless, we would like to have you join the Behavioral Health Leadership Team and be part of these ongoing conversations.

## **ADJOURN:**

Mayor Heidemann adjourned the meeting at 6:30 P.M.

Meeting adjourned.

Approved by Council On \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 3.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** May 11, 2017 Special Session

**Submitted For:** Kim Pence, City Secretary

**Submitted By:** Kim Pence, City Secretary

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

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**AGENDA ITEM**

Consider and act on minutes from the May 11, 2017 Special Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the May 11, 2017 Special Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the May 11, 2017 Special Session Minutes.

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**Attachments**

Minutes

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

On this the 11<sup>th</sup> day of May 2017 the City Council of the City of Corinth, Texas met in a Special Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

Bill Heidemann, Mayor  
Joe Harrison, Council Member  
Sam Burke, Council Member  
Lowell Johnson, Council Member  
Don Glockel, Council Member  
Scott Garber, Council Member

**Staff Members Present:**

Bob Hart, City Manager  
Kim Pence, City Secretary  
Mike Brownlee, City Engineer  
Mack Reinwand, City Attorney  
Barbara Cubbage, Planning and Development Manager

**Others Present:**

Rob Allibon, Consulting Attorney, T.O.A.S.E

**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."**

**Mayor Heidemann called the meeting to order at 6:30 p.m.; Bob Hart, City Manager delivered the invocation and led in the Pledge of Allegiance and Texas Pledge**

**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.

There were no Citizen Comments made.

**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.

There were no Council Comments made.

**Mayor Heidemann recessed the Special Session at 6:38 p.m. See Closed Session.**

**CLOSED SESSION**

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

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

**Council met in Closed Session from 6:40 p.m. until 8:00 p.m.**

**a. Planned Development conditions and Land Use.**

**Section 551.072.** To deliberate the purchase, exchange, lease or value of real property.

**Council met in Closed Session from 6:40 p.m. until 8:00 p.m.**

**a. Lake Sharon Project - Right-of-Way acquisitions.**

**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.

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.**

Mayor Heidemann reconvened the Special Session at 8:00 p.m. There was no action taken from Closed Session.

**ADJOURN:**

**Mayor Heidemann adjourned the Special Session at 8:01 p.m.**

Approved by Council on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 4.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** North Central Texas Council of Governments/ Corinth Interlocal Agreement

**Submitted For:** Cody Collier, Director

**Submitted By:** Cody Collier, Director

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

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**AGENDA ITEM**

Consider and act on approval of entering into an Interlocal Agreement between the North Central Texas Council of Governments (NTCOG) North Texas Share and the City of Corinth.

**AGENDA ITEM SUMMARY/BACKGROUND**

NTCOG has prepared an Interlocal Agreement called "North Texas Share" which can be entered into as part of a cooperative purchasing agreement. One specific item of interest at this time is a road inventory/ condition program. NTCOG has prepared contracts with four companies to choose from as options for each entity who enters into this Interlocal Agreement. Corinth will begin evaluating each of the four companies and their products/ services to determine which is the best solution for our system and assets.

**RECOMMENDATION**

Staff recommends approval for entering into the North Texas Share Interlocal Agreement with NTCOG.

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**Attachments**

NTCOG ILA

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## **MASTER INTERLOCAL PURCHASING AGREEMENT**

**THIS MASTER INTERLOCAL AGREEMENT** (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and The City of Corinth, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 3300 Corinth Parkway, Corinth Texas 76208

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on June 15, 2017 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

### **ARTICLE 2: SCOPE OF SERVICES**

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.



### **ARTICLE 3: PAYMENTS**

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

### **ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

### **ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

### **ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

### **ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

### **ARTICLE 8: DISPUTE RESOLUTION**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

### **ARTICLE 9: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas Council of Governments**

North Texas SHARE

616 Six Flags Drive, Arlington, Texas 76011

\_\_\_\_\_  
Name of Participant Agency

\_\_\_\_\_  
NCTCOG Executive Director or Designee

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Executive Director or Designee

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Official or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CONSENT ITEM 5.

### City Council Regular and Workshop Session

**Meeting Date:** 06/15/2017  
**Title:** DCAD Budget  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**City Manager Review:** Approval: Bob Hart, City Manager

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### AGENDA ITEM

Consider and approve the 2017-2018 Proposed Budget for the Denton Central Appraisal District

### AGENDA ITEM SUMMARY/BACKGROUND

The Texas Property Tax Code requires taxing jurisdictions to review the Appraisal District budget. The Proposed Budget (attached) was discussed and adopted by the Appraisal District's Board of Directors on May 25, 2017. In order to change the proposed budget, Property Tax Code Section 6.06 states that a majority of the taxing entities must adopt resolutions disapproving a budget and file them with the secretary of the board within 30 days after its adoption. If this occurs, the budget does not take effect and the board must adopt a new budget within 30 days of the disapproval. The Appraisal District services 90 taxing entities. To date, no taxing entities have filed resolutions disapproving the budget.

The proposed budget totals \$12,195,522 and includes the addition of one new appraiser position. DCAD will also be using fund balance reserves in the amount of \$926,517 towards the 2018 budget.

The proposed 2017-2018 budget allocation for the City of Corinth is estimated at \$68,462. This represents an increase of \$3,260 or 5 percent over the prior year budget of \$65,202. The tax unit allocations are based on a percentage of each taxing unit's current tax levy. The City's 2017-2018 budget allocation to the Appraisal District is an estimated amount using the 2017 levies. The allocation will change depending on legislative changes and increases/decreases to the City's levy. The City's allocation for the Appraisal District's Budget is included in the General Fund Budget.

### RECOMMENDATION

Staff recommends approving the 2018 Proposed Budget for the Denton Central Appraisal District.

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### Attachments

DCAD Budget

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## M E M O

TO: Taxing Jurisdictions Served By Denton CAD and  
The Denton CAD Board of Directors

FROM: Rudy Durham, Chief Appraiser

DATE: April 27, 2017

SUBJECT: Proposed 2018 Budget

The Chief Appraiser's proposed 2018 budget is hereby submitted. The proposed budget was completed in accordance with the requirements of Texas Property Tax Code Sec. 6.06. A public hearing will be held on the proposed budget at 3:00 PM, on May 25, 2017, in accordance with Code Sec. 6.06 and 6.062.

The proposed budget totals \$12,195,521.75. The District will be using \$926,516.90 from fund balance towards the 2018 budget, so that the entities allocations will have a 5% increase from their 2017 allocations. Allocations may change if your levy changes.

The proposed 2018 budget includes adding one new budgeted position. With new construction increasing in Denton County we feel it is very important to add one new appraiser so that we do not fall behind in putting additional value on the roll. It is important that the District maintain the same level of service to the entities and the taxpayers as we have in the past.

### NOTE:

The 2018 budget allocations are **estimated** amounts. **2016** levies are used for calculation purposes. Please be aware that allocations will change depending on increase/decrease to 2017 levies.

# **Denton Central Appraisal District**

## **2018 Budget**

**SUMMARY OF 2017 REVENUES AND EXPENSES BUDGET AND  
COMPARISON TO THE 2018 REVENUES AND EXPENSES BUDGET**

<u>CLASSIFICATION</u>	<u>2017 BUDGET</u>	<u>2018 BUDGET</u>
REVENUES:		
FUNDING FROM JURISDICTIONS	\$10,716,195.09	\$11,252,004.84
DCAD DESIGNATED FUND	\$886,624.09	\$926,516.90
INTEREST INCOME	\$12,000.00	\$12,000.00
OTHER SERVICES	\$2,500.00	\$2,500.00
MISCELLANEOUS INCOME	\$2,500.00	\$2,500.00
TOTAL REVENUES	<u>\$11,619,819.18</u>	<u>\$12,195,521.75</u>
EXPENSES:		
TOTAL BUDGETED EXPENSES	<u>\$11,619,819.18</u>	<u>\$12,195,521.75</u>
TOTAL BUDGET	<u>\$11,619,819.18</u>	<u>\$12,195,521.75</u>

	2017 YEAR	2018 YEAR	+/- CHANGE	+/- PERCENTAGE
ACCOUNTS	435,000	400,000	-35,000	-8.05%
BUDGET	\$11,619,819.18	\$12,195,521.75	\$575,702.57	4.95%
COST PER PARCEL	\$26.71	\$30.49	\$3.78	14.14%

2018  
BUDGET ALLOCATIONS WORKSHEET

PAGE 4

JURISDICTIONS		2016 TAX LEVY	% OF TOTAL LEVIES	2018 BUDGET ALLOCATIONS
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	24,268,557.39	1.4050%	\$158,090.05
S02	AUBREY ISD	12,363,170.95	0.7157%	\$80,536.07
S03	CARROLLTON-FB ISD	48,142,581.32	2.7871%	\$313,610.03
S04	CELINA ISD	391,045.31	0.0226%	\$2,547.34
S05	DENTON ISD	219,694,795.75	12.7189%	\$1,431,134.13
S06	FRISCO ISD	129,164,592.16	7.4778%	\$841,402.98
S07	KRUM ISD	10,194,531.49	0.5902%	\$66,409.14
S08	LAKE DALLAS ISD	26,220,441.64	1.5180%	\$170,805.00
S09	LEWISVILLE ISD	460,594,336.33	26.6655%	\$3,000,400.05
S10	LITTLE ELM ISD	49,086,035.96	2.8418%	\$319,755.87
S11	NORTHWEST ISD	94,099,163.48	5.4477%	\$612,980.04
S12	PILOT POINT ISD	7,196,449.60	0.4166%	\$46,879.06
S13	PONDER ISD	8,972,869.46	0.5195%	\$58,451.00
S14	SANGER ISD	12,636,013.60	0.7315%	\$82,313.42
S15	ERA ISD	2,727.25	0.0002%	\$17.77
S16	SLIDELL ISD	467,606.19	0.0271%	\$3,046.08
S17	PROSPER ISD	5,221,828.70	0.3023%	\$34,016.00
SCHOOL DISTRICTS TOTALS		1,108,716,746.58	64.1876%	\$7,222,394.03
G01	DENTON COUNTY	197,577,331.97	11.4385%	\$1,287,056.72

2018  
BUDGET ALLOCATIONS WORKSHEET

PAGE 5

JURISDICTIONS		2016 TAX LEVY	% OF TOTAL LEVIES	2018 BUDGET ALLOCATIONS
CITIES:				
C26	TOWN OF ARGYLE.....	2,184,044.35	0.1264%	\$14,227.28
C01	CITY OF AUBREY.....	1,055,677.81	0.0611%	\$6,876.89
C31	TOWN OF BARTONVILLE..	631,787.92	0.0366%	\$4,115.59
C02	CITY OF CARROLLTON	38,888,307.21	2.2514%	\$253,325.91
C49	CITY OF CELINA.....	5,549.59	0.0003%	\$36.15
C03	CITY OF THE COLONY...	24,415,468.69	1.4135%	\$159,047.06
C21	TOWN OF COPPELL	937,425.62	0.0543%	\$6,106.57
C27	TOWN OF COPPER CANYON	649,532.61	0.0376%	\$4,231.18
C04	CITY OF CORINTH.....	10,509,683.29	0.6084%	\$68,462.10
C47	CITY OF CORRAL CITY	8,217.69	0.0005%	\$53.53
C20	CITY OF DALLAS.....	10,208,152.45	0.5910%	\$66,497.87
C05	CITY OF DENTON.....	64,302,599.15	3.7227%	\$418,879.49
C42	CITY OF DISH.....	125,470.82	0.0073%	\$817.34
C30	TOWN OF DOUBLE OAK...	979,984.89	0.0567%	\$6,383.81
C07	TOWN OF FLOWER MOUND.	41,287,914.95	2.3903%	\$268,957.41
C36	CITY OF FORT WORTH.....	12,067,337.59	0.6986%	\$78,608.96
C32	CITY OF FRISCO.....	42,581,062.96	2.4652%	\$277,381.23
C39	CITY OF GRAPEVINE.....	194.98	0.0000%	\$1.27
C22	TOWN OF HACKBERRY....	126,624.53	0.0073%	\$824.86
C38	CITY OF HASLET.....	4,990.76	0.0003%	\$32.51
C19	TOWN OF HICKORY CREEK....	1,657,786.99	0.0960%	\$10,799.14
C08	CITY OF HIGHLAND VILLAGE.....	11,599,268.94	0.6715%	\$75,559.87
C09	CITY OF JUSTIN.....	1,822,922.09	0.1055%	\$11,874.86
C18	CITY OF KRUGERVILLE..	502,066.92	0.0291%	\$3,270.56
C10	CITY OF KRUM.....	1,913,205.13	0.1108%	\$12,462.99
C11	CITY OF LAKE DALLAS..	2,707,832.98	0.1568%	\$17,639.34
C25	CITY OF LAKEWOOD VILLAGE.....	265,021.25	0.0153%	\$1,726.40
C12	CITY OF LEWISVILLE...	36,618,908.05	2.1200%	\$238,542.61
C13	TOWN OF LITTLE ELM...	18,490,410.60	1.0705%	\$120,450.09
C33	TOWN OF NORTHLAKE....	1,175,586.11	0.0681%	\$7,657.99
C24	CITY OF OAK POINT....	1,946,255.35	0.1127%	\$12,678.28
C14	CITY OF PILOT POINT..	1,443,726.62	0.0836%	\$9,404.71
C29	CITY OF PLANO.....	5,093,232.89	0.2949%	\$33,178.30
C15	TOWN OF PONDER.....	733,805.87	0.0425%	\$4,780.15
C48	CITY OF PROSPER	1,166,654.94	0.0675%	\$7,599.81
C51	TOWN OF PROVIDENCE VILLAGE	3,552,928.11	0.2057%	\$23,144.46
C17	CITY OF ROANOKE.....	6,509,645.41	0.3769%	\$42,405.08
C16	CITY OF SANGER.....	3,625,622.99	0.2099%	\$23,618.01
C34	TOWN OF SHADY SHORES	842,603.44	0.0488%	\$5,488.88
C37	CITY OF SOUTHLAKE.....	582,976.96	0.0338%	\$3,797.62
C28	CITY OF TROPHY CLUB..	7,676,161.09	0.4444%	\$50,003.99
C44	CITY OF WESTLAKE	1,586.60	0.0001%	\$10.34
CITIES TOTALS		360,898,237.19	20.8937%	\$2,350,960.49



2018  
BUDGET ALLOCATIONS WORKSHEET

PAGE 6

JURISDICTIONS		2016 TAX LEVY	% OF TOTAL LEVIES	2018 BUDGET ALLOCATIONS
SPECIAL DISTRICTS:				
ESD1	DENTON CO EMER SER DIST	2,092,063.56	0.1211%	\$13,628.10
ESD2	TROPHY CLUB PID #1 EM SER	477,243.74	0.0276%	\$3,108.86
W04	CLEARCREEK WATERSHED AUTH	216,774.12	0.0125%	\$1,412.11
L01	DEN CO LEVY IMPR DIST #1	1,114,582.96	0.0645%	\$7,260.61
MMD1	HIGHWAY 380 MUN MAN DIST	149,471.98	0.0087%	\$973.69
PID7	NORTHLAKE PID NO 1	294,685.73	0.0171%	\$1,919.64
W03	TROPHY CLUB MUD.#1	1,319,065.78	0.0764%	\$8,592.65
W10	DCFWSO #1B	2,158,193.03	0.1249%	\$14,058.88
W11	DCFWSO #1C	538,538.70	0.0312%	\$3,508.14
W12	DCFWSO #1D	4,173,255.47	0.2416%	\$27,185.39
W13	DCFWSO #6	7,175,577.18	0.4154%	\$46,743.09
W15	DCFWSO #1E	2,862,452.62	0.1657%	\$18,646.57
W17	DCFWSO #10	6,392,501.06	0.3701%	\$41,641.98
W18	DCFWSO #8A	1,157,362.05	0.0670%	\$7,539.28
W19	DCFWSO #8B	1,722,031.41	0.0997%	\$11,217.64
W20	DDCFWSO 11A	2,758,467.61	0.1597%	\$17,969.19
W21	DCFWSO #7	6,046,753.87	0.3501%	\$39,389.72
W22	DENTON CO MUD #4	1,463,971.32	0.0848%	\$9,536.59
W23	DENTON CO MUD #5	1,175,865.08	0.0681%	\$7,659.81
W24	DCFWSO #8C	3,498,565.77	0.2025%	\$22,790.33
W25	DCFWSO #11B	1,400,271.35	0.0811%	\$9,121.64
W26	DCFWSO 4-A	602,320.58	0.0349%	\$3,923.63
W 27	OAK POINT WATER CONT. #1	273,909.45	0.0159%	\$1,784.30
W28	OAK POINT WATER CONT. #2	351,099.89	0.0203%	\$2,287.13
W29	OAK POINT WATER CONT. #3	11,182.81	0.0006%	\$72.84
W31	DCFWSO 1F	5,020,457.39	0.2907%	\$32,704.22
W32	DENTON CO FWSO 11-C	452,406.22	0.0262%	\$2,947.06
W33	NORTH FT WORTH WCID NO 1	2,550.62	0.0001%	\$16.62
W34	DENTON CFWSO 1G	2,354,792.06	0.1363%	\$15,339.57
W36	DCFWSO 1H	979,386.93	0.0567%	\$6,379.91
W39	BELMONT FWSO NO 1	1,436,824.12	0.0832%	\$9,359.75
W42	CANYON FALLS WCID #2	332,536.62	0.0193%	\$2,166.21
W43	OAK POINT WATER CONT. #4	70,578.48	0.0041%	\$459.76
W44	CANYON FALLS MUD NO 1	36,134.41	0.0021%	\$235.39
W45	BELMONT FWSO NO 2	2,041.61	0.0001%	\$13.30
SPECIAL DISTRICTS TOTALS		60,113,915.58	3.4802%	\$391,593.60
GRAND TOTALS		1,727,306,231.32	100.0000%	\$11,252,004.84

# 2018 BUDGET

ACCT	ACCOUNT TITLE	2017 BUDGET	2018 BUDGET	CHANGE IN BUDGET
<b>5100</b>	<b>PERSONNEL SERVICES</b>			
5110	SALARIES	\$5,584,221.08	\$5,828,801.38	\$244,580.30
5120	LONGEVITY PAY	\$129,915.00	\$133,875.00	\$3,960.00
5130	SOCIAL SECURITY (FICA)	\$469,729.15	\$489,527.97	\$19,798.82
5140	RETIREMENT (TCDRS)	\$846,954.26	\$883,207.31	\$36,253.05
5150	WORKERS' COMP INSURANCE	\$57,597.43	\$60,226.27	\$2,628.84
5160	GROUP HEALTH INSURANCE	\$990,614.67	\$1,052,967.11	\$62,352.44
	TOTAL 5100 - PERSONNEL SERVICES	\$8,079,031.59	\$8,448,605.05	\$369,573.46
<b>5200</b>	<b>EDUCATION &amp; TRAINING</b>			
5210	MEMBERSHIPS, SUBSCRIPTIONS & DUES	\$34,767.30	\$35,757.30	\$990.00
5220	TRAINING - SCHOOLS, CONFERENCES, AND TRAVEL	\$110,159.50	\$113,334.50	\$3,175.00
	TOTAL 5200 - EDUCATION & TRAINING	\$144,926.80	\$149,091.80	\$4,165.00
<b>5300</b>	<b>SERVICES RECEIVED</b>			
5310	APPRAISAL REVIEW BOARD	\$129,375.00	\$133,225.00	\$3,850.00
5315	OIL, GAS, HEAVY INDUSTRIAL, AND			\$0.00
5320	UTILITY VALUATION	\$180,000.00	\$180,000.00	\$0.00
5325	LEGAL SERVICES	\$260,000.00	\$260,000.00	\$0.00
5330	AUDIT & PAYROLL PROCESSING	\$28,000.00	\$30,750.00	\$2,750.00
5340	DEEDS, SALES, AND VALUE INFORMATION	\$102,458.53	\$107,107.60	\$4,649.07
5345	AUTO EXPENSE REIMBURSEMENT	\$477,534.28	\$488,402.08	\$10,867.80
5350	GENERAL INSURANCE	\$38,907.39	\$38,925.87	\$18.48
5360	PRINTING SERVICE	\$112,331.82	\$113,131.82	\$800.00
5370	POSTAGE & FREIGHT	\$234,580.95	\$245,325.95	\$10,745.00
5380	LEGAL NOTICES & ADVERTISING	\$20,000.00	\$20,000.00	\$0.00
5390	OFFICE SUPPLIES	\$115,145.00	\$118,795.00	\$3,650.00
	TOTAL 5300 - SERVICES RECEIVED	\$1,698,332.97	\$1,735,663.32	\$37,330.35
<b>5400</b>	<b>UTILITIES &amp; MAINTENANCE</b>			
5410	OFFICE EQUIPMENT MAINTENANCE	\$24,510.00	\$25,723.00	\$1,213.00
5420	INFORMATION SERVICES MAINTENANCE	\$705,029.00	\$760,040.00	\$55,011.00
5430	ELECTRICITY, WATER, SEWER, & SOLID WASTE	\$136,710.00	\$136,710.00	\$0.00
5440	TELEPHONE	\$128,056.44	\$130,456.44	\$2,400.00
5450	BUILDING & GROUNDS MAINTENANCE	\$167,425.00	\$182,531.00	\$15,106.00
	TOTAL 5400 - UTILITIES & MAINTENANCE	\$1,161,730.44	\$1,235,460.44	\$73,730.00
<b>5500</b>	<b>CAPITAL OUTLAY</b>			
5510	FURNITURE & EQUIPMENT	\$66,170.00	\$72,560.00	\$6,390.00
5520	BUILDING & LAND IMPROVEMENTS	\$30,000.00	\$50,000.00	\$20,000.00
	TOTAL 5500 - CAPITAL OUTLAY	\$96,170.00	\$122,560.00	\$26,390.00
<b>5600</b>	<b>MISCELLANEOUS</b>			
5610	CONTINGENCY	\$55,048.04	\$58,099.10	\$3,051.06
5620	MISCELLANEOUS	\$32,600.00	\$33,045.00	\$445.00
	TOTAL 5600 - MISCELLANEOUS	\$87,648.04	\$91,144.10	\$3,496.06
<b>5900</b>	<b>DEBT SERVICE</b>			
5920	EQUIPMENT PAYMENTS	\$351,979.34	\$412,997.04	\$61,017.70
	TOTAL 5900 - DEBT SERVICE	\$351,979.34	\$412,997.04	\$61,017.70
		<u>\$11,619,819.18</u>	<u>\$12,195,521.75</u>	<u>\$575,702.57</u>

2018 BUDGET SUMMARY BY DEPARTMENT

ACCT	ACCOUNT TITLE	DEPT #101 ADMINISTRATION	DEPT #102 CUSTOMER SERV	DEPT #104 INFO SERVICES	DEPT #105 OVERHEAD	DEPT #201 COMMERCIAL	DEPT #202 SALES	DEPT #203 PERSONAL PROP	DEPT #204 RESIDENTIAL	TOTAL 2018 BUDGET
5100	PERSONNEL SERVICES									
5110	SALARIES	\$896,838.77	\$458,176.39	\$708,145.49	\$177,580.63	\$773,652.99	\$503,561.99	\$610,549.94	\$1,700,295.18	\$5,828,801.38
5120	LONGEVITY PAY	\$21,730.00	\$15,670.00	\$14,050.00	\$0.00	\$19,465.00	\$14,535.00	\$12,400.00	\$36,025.00	\$133,875.00
5130	SOCIAL SECURITY (FICA)	\$74,590.69	\$37,034.74	\$56,033.44	\$13,584.92	\$66,957.43	\$42,776.37	\$51,583.11	\$146,967.28	\$489,527.97
5140	RETIREMENT (TCDRS)	\$131,814.08	\$66,231.23	\$100,049.86	\$36,090.20	\$121,344.57	\$75,233.84	\$89,374.24	\$263,069.29	\$883,207.31
5150	WORKERS' COMP INSURANCE	\$11,105.75	\$2,323.75	\$3,515.82	\$1,491.68	\$9,739.67	\$4,813.57	\$6,800.24	\$20,435.79	\$60,226.27
5160	GROUP HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$1,052,967.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1,052,967.11
	TOTAL 5100 - PERSONNEL SERVICES	\$1,136,079.29	\$579,436.11	\$881,794.62	\$1,281,714.53	\$991,159.66	\$640,920.78	\$770,707.53	\$2,166,792.54	\$8,448,605.05
5200	EDUCATION & TRAINING									
5210	MEMBERSHIPS, SUBSCRIPTIONS & DUES	\$9,163.00	\$8,895.00	\$3,300.00	\$2,869.30	\$2,665.00	\$750.00	\$3,260.00	\$4,855.00	\$35,757.30
5220	TRAINING, SCHOOLS, CONF, AND TRAVEL	\$17,250.00	\$7,500.00	\$8,000.00	\$24,584.50	\$8,150.00	\$3,800.00	\$11,500.00	\$32,550.00	\$113,334.50
	TOTAL 5200 - EDUCATION & TRAINING	\$26,413.00	\$16,395.00	\$11,300.00	\$27,453.80	\$10,815.00	\$4,550.00	\$14,760.00	\$37,405.00	\$149,091.80
5300	SERVICES RECEIVED									
5310	APPRAISAL REVIEW BOARD	\$0.00	\$0.00	\$0.00	\$133,225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133,225.00
5315	OIL, GAS, HEAVY INDUSTRIAL, AND UTILITY VALUATION									
5325	LEGAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	\$0.00	\$180,000.00
5330	AUDIT & PAYROLL PROCESSING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,000.00
5340	DEEDS, SALES, AND VALUE INFORMATION	\$0.00	\$20,000.00	\$0.00	\$30,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,750.00
5345	AUTO EXPENSE REIMBURSEMENT	\$57,435.90	\$21,502.80	\$10,909.82	\$1,696.35	\$9,889.00	\$51,523.00	\$10,815.30	\$7,183.95	\$107,107.60
5350	GENERAL INSURANCE	\$0.00	\$0.00	\$0.00	\$32,760.00	\$82,142.53	\$41,071.26	\$51,339.08	\$191,240.69	\$488,402.08
5360	PRINTING SERVICE	\$0.00	\$0.00	\$0.00	\$38,925.87	\$0.00	\$0.00	\$0.00	\$0.00	\$38,925.87
5370	POSTAGE & FREIGHT	\$0.00	\$0.00	\$0.00	\$113,131.82	\$0.00	\$0.00	\$0.00	\$0.00	\$113,131.82
5380	LEGAL NOTICES & ADVERTISING	\$0.00	\$0.00	\$0.00	\$245,325.95	\$0.00	\$0.00	\$0.00	\$0.00	\$245,325.95
5390	OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
	TOTAL 5300 - SERVICES RECEIVED	\$57,435.90	\$41,502.80	\$10,909.82	\$1,000,609.99	\$92,031.53	\$92,594.26	\$242,154.38	\$198,424.64	\$1,735,663.32
5400	UTILITIES & MAINTENANCE									
5410	OFFICE EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$25,723.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,723.00
5420	INFORMATION SERVICES MAINTENANCE	\$0.00	\$0.00	\$760,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760,040.00
5430	ELECTRICITY, WATER, SEWER, & SOLID WASTE	\$0.00	\$0.00	\$0.00	\$136,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$136,710.00
5440	TELEPHONE	\$0.00	\$0.00	\$0.00	\$130,456.44	\$0.00	\$0.00	\$0.00	\$0.00	\$130,456.44
5450	BUILDING & GROUNDS MAINTENANCE	\$0.00	\$0.00	\$0.00	\$182,531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182,531.00
	TOTAL 5400 - UTILITIES & MAINTENANCE	\$0.00	\$0.00	\$760,040.00	\$475,420.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,235,460.44
5500	CAPITAL OUTLAY									
5510	FURNITURE & EQUIPMENT	\$2,900.00	\$3,330.00	\$43,000.00	\$9,000.00	\$4,780.00	\$2,800.00	\$3,000.00	\$3,750.00	\$72,560.00
5520	BUILDING & LAND IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
	TOTAL 5500 - CAPITAL OUTLAY	\$2,900.00	\$3,330.00	\$43,000.00	\$59,000.00	\$4,780.00	\$2,800.00	\$3,000.00	\$3,750.00	\$122,560.00
5600	MISCELLANEOUS									
5610	CONTINGENCY	\$0.00	\$0.00	\$0.00	\$58,099.10	\$0.00	\$0.00	\$0.00	\$0.00	\$58,099.10
5620	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$33,045.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,045.00
	TOTAL 5600 - MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$91,144.10	\$0.00	\$0.00	\$0.00	\$0.00	\$91,144.10
5920	EQUIPMENT PAYMENTS	\$0.00	\$0.00	\$0.00	\$412,997.04	\$0.00	\$0.00	\$0.00	\$0.00	\$412,997.04
	TOTAL 5900 - DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$412,997.04	\$0.00	\$0.00	\$0.00	\$0.00	\$412,997.04
	TOTAL S:	\$1,222,828.19	\$640,663.91	\$1,707,044.43	\$3,348,339.90	\$1,098,786.19	\$740,865.04	\$1,030,621.91	\$2,406,372.18	\$12,195,521.75

# 2018 BUDGET

## 5100 - PERSONNEL SERVICES

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
ACCT #5110 - SALARIES	\$5,584,221.08	\$5,828,801.38	\$244,580.30
FULL-TIME SALARIES, SALARY ADJUSTMENTS & PART-TIME SALARIES	\$5,828,801.38		
TOTAL ACCOUNT #5110	\$5,828,801.38		
ACCT #5120 - LONGEVITY PAY	\$129,915.00	\$133,875.00	\$3,960.00
DCAD RECOGNIZES CONTINUED SERVICE WITH LONGEVITY PAY.			
TOTAL ACCOUNT #5120	\$133,875.00		
ACCT #5130 - SOCIAL SECURITY (FICA)	\$469,729.15	\$489,527.97	\$19,798.82
SOCIAL SECURITY IS CALCULATED ON BOTH FULL AND PART-TIME SALARIES AND LONGEVITY.			
TOTAL ACCOUNT #5130	\$489,527.97		
ACCT #5140 - RETIREMENT (TCDRS)	\$846,954.26	\$883,207.31	\$36,253.05
RETIREMENT IS APPLICABLE ONLY TO FULL-TIME EMPLOYEES.			
TOTAL ACCOUNT #5140	\$883,207.31		
ACCT #5150 - WORKERS' COMP INSURANCE	\$57,597.43	\$60,226.27	\$2,628.84
THE DISTRICT PAYS WORKERS' COMPENSATION PREMIUMS ON ALL FULL AND PART-TIME EMPLOYEES.			
TOTAL ACCOUNT #5150	\$60,226.27		
ACCT #5160 - GROUP HEALTH INSURANCE	\$990,614.67	\$1,052,967.11	\$62,352.44
GROUP HEALTH INSURANCE IS PROVIDED TO ALL FULL-TIME EMPLOYEES.			
TOTAL ACCOUNT #5160	\$1,052,967.11		
TOTAL 5100 - PERSONNEL SERVICES	\$8,079,031.59	\$8,448,605.05	\$369,573.46

## 2018 BUDGET

### 5200 - EDUCATION & TRAINING

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
ACCT #5210 - MEMBERSHIPS, SUBSC & DUES	\$34,767.30	\$35,757.30	\$990.00
THIS ACCOUNT IS CHARGED FOR ALL MEMBERSHIPS AND DUES, AND SUBSCRIPTIONS TO EDUCATIONAL MEDIA.			
TOTAL ACCOUNT #5210	<u>\$35,757.30</u>		
ACCT #5220 - TRAINING - SCHOOLS, CONFERENCES & TRAVEL	\$110,159.50	\$113,334.50	\$3,175.00
THIS ACCOUNT IS CHARGED FOR ALL EDUCATIONAL RELATED TRAINING AND TRAVEL.			
TOTAL ACCOUNT #5220	<u>\$113,334.50</u>		
TOTAL 5200 - EDUCATION & TRAINING	<u>\$144,926.80</u>	<u>\$149,091.80</u>	<u>\$4,165.00</u>

# 2018 BUDGET

## 5300 - SERVICES RECEIVED

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
<b>ACCT #5310 - APPRAISAL REVIEW BOARD</b>  THIS BUDGET ITEM IS CHARGED FOR PAYMENTS TO THE 19 MEMBER ARB PANEL FOR WORK PERFORMED DURING THE MANDATED EQUALIZATION PROCESS. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$129,375.00	\$133,225.00	\$3,850.00
<b>TOTAL ACCOUNT #5310</b>	\$133,225.00		
<b>ACCT #5315 - OIL, GAS, HEAVY INDUSTRIAL, AND UTILITY VALUATION</b>  THIS BUDGET ITEM IS FOR CONTRACTED SERVICES. IT IS A BID ITEM. THIS ACCOUNT IS APPLICABLE ONLY TO THE PERSONAL PROPERTY DEPARTMENT.	\$180,000.00	\$180,000.00	\$0.00
<b>TOTAL ACCOUNT #5315</b>	\$180,000.00		
<b>ACCT #5325 - LEGAL SERVICES</b>  THIS BUDGET ITEM IS CHARGED FOR ALL LEGAL EXPENSES ASSOCIATED WITH DEFENDING VALUES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$260,000.00	\$260,000.00	\$0.00
<b>TOTAL ACCOUNT #5325</b>	\$260,000.00		
<b>ACCT #5330 - AUDIT &amp; PAYROLL PROCESSING</b>  THIS BUDGET ITEM IS FOR THE ANNUAL AUDIT AND FOR PAYROLL PROCESSING. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$28,000.00	\$30,750.00	\$2,750.00
<b>TOTAL ACCOUNT #5330</b>	\$30,750.00		
<b>ACCT #5340 - DEED, SALES, AND VALUE INFORMATION</b>  THIS BUDGET ITEM IS CHARGED FOR EXPENSES INCURRED TO OBTAIN OWNERSHIP, SALES AND VALUE INFORMATION.	\$102,458.53	\$107,107.60	\$4,649.07
<b>TOTAL ACCOUNT #5340</b>	\$107,107.60		
<b>ACCT #5345 - AUTO EXPENSE REIMBURSEMENT</b>  THIS BUDGET ITEM IS TO COMPENSATE EMPLOYEES FOR THE USE OF THEIR PRIVATELY OWNED VEHICLES DURING THE PERFORMANCE OF THEIR JOB DUTIES.	\$477,534.28	\$488,402.08	\$10,867.80
<b>TOTAL ACCOUNT #5345</b>	\$488,402.08		

# 2018 BUDGET

## 5300 - SERVICES RECEIVED (continued)

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
<b>ACCT #5350 - GENERAL INSURANCE</b>  ALL INSURANCE EXCEPT GROUP HEALTH AND WORKERS' COMPENSATION IS CHARGED TO THIS ACCOUNT. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$38,907.39	\$38,925.87	\$18.48
<b>TOTAL ACCOUNT #5350</b>	<u>\$38,925.87</u>		
<b>ACCT #5360 - PRINTING SERVICES</b>  THIS ACCOUNT IS CHARGED FOR ALL ITEMS THAT ARE PRINTED AND MAILED. ITEMS THAT ARE PRINTED AND CONSUMED WITHIN THE BUILDING ARE CHARGED TO OFFICE SUPPLIES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$112,331.82	\$113,131.82	\$800.00
<b>TOTAL ACCOUNT #5360</b>	<u>\$113,131.82</u>		
<b>ACCT #5370 - POSTAGE AND FREIGHT</b>  THIS ITEM IS CHARGED FOR ALL ITEMS THAT ARE MAILED. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$234,580.95	\$245,325.95	\$10,745.00
<b>TOTAL ACCOUNT #5370</b>	<u>\$245,325.95</u>		
<b>ACCT #5380 - LEGAL NOTICES &amp; ADVERTISING</b>  THIS ACCOUNT IS CHARGED FOR ADVERTISEMENTS IN NEWSPAPERS CONCERNING EXEMPTION MATTERS SUCH AS HOMESTEADS, OVER-65, DISABLED VETERANS, AND PRODUCTIVITY VALUATION MATTERS. OTHER ADVERTISEMENTS HAVE TO DO WITH APPRAISAL REVIEW NOTICES, MISCELLANEOUS, CLASSIFIED ADVERTISING, AND INVITATIONS TO BID. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$20,000.00	\$20,000.00	\$0.00
<b>TOTAL ACCOUNT #5380</b>	<u>\$20,000.00</u>		
<b>ACCT #5390 - OFFICE SUPPLIES</b>  THE OFFICE SUPPLY BUDGET IS COMPRISED OF EXPENSES INCURRED FOR TRADITIONAL OFFICE SUPPLY ITEMS.	\$115,145.00	\$118,795.00	\$3,650.00
<b>TOTAL ACCOUNT #5390</b>	<u>\$118,795.00</u>		
<b>TOTAL 5300 - SERVICES RECEIVED</b>	<u>\$1,698,332.97</u>	<u>\$1,735,663.32</u>	<u>\$37,330.35</u>

# 2018 BUDGET

## 5400 - UTILITIES AND MAINTENANCE

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
<b>ACCT #5410 - OFFICE EQUIPMENT MAINTENANCE</b>  MAINTENANCE OF ALL OFFICE EQUIPMENT EXCEPT THE PRIMARY COMPUTER, PERIPHERAL DEVICES, AND PERSONAL COMPUTERS IS CHARGED TO THIS ACCOUNT.	\$24,510.00	\$25,723.00	\$1,213.00
<b>TOTAL ACCOUNT #5410</b>	\$25,723.00		
<b>ACCT #5420 - INFORMATION SERVICES MAINTENANCE</b>  THIS ACCOUNT IS COMPRISED OF BOTH COMPUTER HARDWARE AND SOFTWARE MAINTENANCE. BOTH ITEMS ARE CHARGED TO THIS ACCOUNT SO THE TOTAL COST OF AUTOMATION MAINTENANCE WILL BE SHOWN IN ONE ACCOUNT. THIS ACCOUNT IS APPLICABLE TO THE INFORMATION SERVICES AND GIS DEPARTMENTS.	\$705,029.00	\$760,040.00	\$55,011.00
<b>TOTAL ACCOUNT #5420</b>	\$760,040.00		
<b>ACCT #5430 - ELECTRICITY, WATER, SEWER AND SOLID WASTE</b>  THIS BUDGET ITEM IS FOR THE DISTRICT'S UTILITIES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$136,710.00	\$136,710.00	\$0.00
<b>TOTAL ACCOUNT #5430</b>	\$136,710.00		
<b>ACCT #5440 - TELEPHONE</b>  THIS BUDGET ITEM IS FOR THE DISTRICT'S TELEPHONE EXPENSE. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$128,056.44	\$130,456.44	\$2,400.00
<b>TOTAL ACCOUNT #5440</b>	\$130,456.44		
<b>ACCT #5450 - BUILDING AND GROUNDS MAINTENANCE</b>  THIS BUDGET ITEM COMPRISES ALL BUILDING AND GROUNDS MAINTENANCE. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.	\$167,425.00	\$182,531.00	\$15,106.00
<b>TOTAL ACCOUNT #5450</b>	\$182,531.00		
<b>TOTAL 5400 - UTILITIES AND MAINTENANCE</b>	\$1,161,730.44	\$1,235,460.44	\$73,730.00



## 2018 BUDGET

### 5500 - CAPITAL OUTLAY

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
ACCT #5510 - FURNITURE AND EQUIPMENT	\$66,170.00	\$72,560.00	\$6,390.00
AN ASSET SCHEDULE APPEARS AT THE BACK OF THE BUDGET.			
TOTAL ACCOUNT #5510	<u>\$72,560.00</u>		
ACCT #5520 - BUILDING AND LAND IMPROVEMENTS	\$30,000.00	\$50,000.00	\$20,000.00
AN ASSET SCHEDULE APPEARS AT THE BACK OF THE BUDGET.			
TOTAL ACCOUNT #5520	<u>\$50,000.00</u>		
TOTAL 5500 - CAPITAL OUTLAY	<u>\$96,170.00</u>	<u>\$122,560.00</u>	<u>\$26,390.00</u>

## 2018 BUDGET

### 5600 - MISCELLANEOUS

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
ACCT #5610 - CONTINGENCY	\$55,048.04	\$58,099.10	\$3,051.06
THE FUNDS IN THIS BUDGET ITEM ARE APPROPRIATED FOR UNANTICIPATED EXPENDITURES. ALL ANTICIPATED EXPENDITURES ARE BUDGETED IN SPECIFIC ACCOUNTS. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5610	\$58,099.10		
ACCT #5620 - MISCELLANEOUS	\$32,600.00	\$33,045.00	\$445.00
THIS ACCOUNT IS FOR ITEMS THAT WILL NOT FIT WELL IN ANOTHER CATEGORY. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5620	\$33,045.00		
TOTAL 5600 - MISCELLANEOUS	\$87,648.04	\$91,144.10	\$3,496.06

# 2018 BUDGET

## 5900 - DEBT SERVICE

CLASSIFICATION	2017 BUDGET	2018 BUDGET	INCREASE OR DECREASE
ACCT #5920 - EQUIPMENT PAYMENTS	\$351,979.34	\$412,997.04	\$61,017.70
THIS ACCOUNT IS CHARGED FOR THE PAYMENTS ON THE APPRAISAL DISTRICT'S PRIMARY COMPUTER SYSTEM AND EQUIPMENT PAYMENTS. THIS ACCOUNT IS APPLICABLE ONLY TOTHE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5920	<u>\$412,997.04</u>		
TOTAL 5900 - DEBT SERVICE	<u>\$351,979.34</u>	<u>\$412,997.04</u>	<u>\$61,017.70</u>
TOTAL BUDGET	<u>\$11,619,819.18</u>	<u>\$12,195,521.75</u>	\$575,702.57

## 2018 CAPITAL EXPENSES

### DEPT #101 - ADMINISTRATION

(1) MISCELLANEOUS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
1	X		\$2,000.00	=	\$2,000.00
(2) REPLACEMENT SCANNER					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
1	X		\$900.00	=	\$900.00

ADMINISTRATION TOTAL = \$2,900.00

### DEPT #102 - CUSTOMER SERVICE

(1) TELEPHONE HEADSETS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
2	X		\$325.00	=	\$650.00
(2) SCANNERS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
2	X		\$900.00	=	\$1,800.00
(3) ELECTRIC STAPLERS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
2	X		\$140.00	=	\$280.00
(4) CHAIRS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
2	X		\$300.00	=	\$600.00

CUSTOMER SERVICE TOTAL = \$3,330.00

### DEPT #104 INFORMATION SERVICES

PERSONAL COMPUTERS					
(1) PC'S, MONITORS, VIDEO CARDS				=	\$5,500.00
(2) HARDWARE UPGRADES				=	\$5,500.00
STORAGE AREA NETWORK					
(1) EXPANSION AND UPGRADES				=	\$27,000.00
(COVERS PRIMARY AND DRC STORAGE)					
MISC EQUIPMENT				=	\$5,000.00

INFORMATION SERVICES TOTAL = \$43,000.00

### DEPT #105 - OVERHEAD

(1) MISCELLANEOUS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
1	X		\$6,000.00	=	\$6,000.00
(2) PROJECTORS FOR ARB HEARING ROOMS					
<u>QUANTITY</u>			<u>UNIT PRICE</u>	=	
2	X		\$1,500.00	=	\$ 3,000.00
(3) REMODEL PROJECTS AT 3901 AND 3911 MORSE STREET				=	\$50,000.00

OVERHEAD TOTAL = \$59,000.00

## 2018 CAPITAL EXPENSES

### DEPT #201 COMMERCIAL

(1) ELECTRIC STAPLER					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
2	X	\$140.00			\$280.00
(2) MISCELLANEOUS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
1	X	\$300.00			\$300.00
(3) REPLACEMENT CHAIRS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
2	X	\$300.00			\$600.00
(4) DESKTOP SCANNERS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
4	X	\$900.00			\$3,600.00
<b>COMMERCIAL TOTAL =</b>					<u><u>\$4,780.00</u></u>

### DEPT #202 - SALES AND RESEARCH

(1) MISCELLANEOUS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
1	X	\$2,000.00			\$2,000.00
(2) LATERAL FILE CABINET					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
1	X	\$800.00			\$800.00
<b>SALES &amp; RESEARCH TOTAL =</b>					<u><u>\$2,800.00</u></u>

### DEPT #203 - PERSONAL PROPERTY

(1) MISCELLANEOUS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>			
1	X	\$600.00			\$600.00
(2) LASER SCANNER					
<u>QUANTITY</u>		<u>UNIT PRICE</u>			
2	X	\$900.00			\$1,800.00
(3) FURNITURE					
<u>QUANTITY</u>		<u>UNIT PRICE</u>			
2	X	\$300.00			\$600.00
<b>PERSONAL PROPERTY TOTAL =</b>					<u><u>\$3,000.00</u></u>

### DEPT #204 - RESIDENTIAL

(1) SCANNER					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
2	X	\$900.00		\$	1,800.00
(2) CHAIRS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
4	X	\$300.00		\$	1,200.00
(3) MISCELLANEOUS					
<u>QUANTITY</u>		<u>UNIT PRICE</u>	=		
1	X	\$750.00		\$	750.00
<b>RESIDENTIAL TOTAL =</b>					<u><u>\$3,750.00</u></u>

# 2018 SALARY SCHEDULE

DEPT.	TITLE	2018 SALARIES
#101 ADMINISTRATIVE	CHIEF APPRAISER	\$176,976.39
	DEPUTY CHIEF - APPRAISAL	\$151,850.34
	DEPUTY CHIEF - ADMINISTRATION	\$151,850.34
	OFFICE MANAGER	\$76,076.24
	FINANCE/HR ASSISTANT	\$61,548.43
	MAINTENANCE EMPLOYEE	\$48,743.01
	(OPEN - APPRAISER POSITION)	\$76,076.76
	(OPEN - APPRAISER POSITION)	\$76,076.76
	CUSTOMER SERVICE SPECIALIST	\$44,127.97
	PART-TIME	\$33,512.54
	ADMINISTRATIVE TOTAL:	\$896,838.78
#102 CUSTOMER SERVICE	DIRECTOR OF CUSTOMER SERVICE	\$112,755.96
	EXEMPTION SPECIALIST/TRAINER	\$63,251.64
	CUSTOMER SERVICE SPECIALIST/TRAINER	\$50,494.95
	CUSTOMER SERVICE SPECIALIST	\$44,127.97
	CUSTOMER SERVICE SPECIALIST	\$44,127.97
	CUSTOMER SERVICE SPECIALIST	\$44,127.97
	CUSTOMER SERVICE SPECIALIST	\$44,127.97
	CUSTOMER SERVICE SPECIALIST	\$44,127.97
	PART TIME	\$11,033.97
	APPRAISAL SUPPORT TOTAL :	\$458,176.37
#104 INFORMATION SERVICES	INFORMATION SERVICES MANAGER	\$148,493.90
	SR. SYSTEM ADMINISTRATOR	\$92,048.18
	DATABASE ADMINISTRATOR	\$87,470.74
	SYSTEM ADMINISTRATOR	\$84,048.00
	IS SUPPORT ANALYST	\$71,136.74
	GIS/MAPPING COORDINATOR	\$67,818.24
	SR. GIS/MAPPING TECHNICIAN	\$48,743.67
	MAPPING TECHNICIAN II	\$46,436.60
	MAPPING TECHNICIAN I	\$44,127.97
	CUSTOMER SERVICE SPECIALIST	\$17,821.45
	INFORMATION SERVICES TOTAL :	\$708,145.49
#105 OVERHEAD	SALARY ADJUSTMENTS AND REIMBURSEMENTS	\$177,580.63
#201 COMMERCIAL	COMMERCIAL MANAGER	\$112,755.96
	COMMERCIAL SUPERVISOR	\$92,048.26
	COMMERCIAL SUPERVISOR	\$92,048.26
	COMMERCIAL APPRAISER	\$76,076.76
	COMMERCIAL APPRAISER	\$76,076.76
	COMMERCIAL APPRAISER	\$76,076.76
	COMMERCIAL APPRAISER	\$76,076.76
	LAND APPRAIER	\$71,108.23
	SR. COMM. APPRAISAL SUPPORT	\$48,743.67
	APPRAISAL SUPPORT	\$44,127.97
	PART TIME	\$8,513.59
	COMMERCIAL TOTAL :	\$773,652.98

# 2018 SALARY SCHEDULE

DEPT.	TITLE	2018 SALARIES
#202 SALES/RESEARCH DEPARTMENT	LEGISLATIVE SPECIALST	\$112,755.96
	SALES & RESEARCH SUPERVISOR	\$92,048.47
	ARB/SUPPLEMENT COORDINATOR	\$76,076.73
	SALES & RESEARCH APPRAISER	\$76,076.73
	RESEARCH ANALYST	\$76,076.73
	APPRAISAL/ARB SUPPORT	\$48,743.67
	PART TIME	\$21,783.69
		<hr/>
		\$503,561.98
#203 PERSONAL PROPERTY	PERSONAL PROPERTY MANAGER	\$112,755.96
	PERSONAL PROPERTY SUPERVISOR	\$92,048.26
	PERSONAL PROPERTY APPRAISER	\$76,076.02
	PERSONAL PROPERTY APPRAISER	\$76,076.02
	PERSONAL PROPERTY APPRAISER	\$76,076.02
	LEASING/APPRAISAL SUPPORT	\$48,744.07
	SR. APPRAISAL SUPPORT	\$48,744.07
	APPRAISAL SUPPORT	\$44,127.97
	PART TIME	\$35,901.56
		<hr/>
	PERSONAL PROPERTY TOTAL :	\$610,549.95
#204 RESIDENTIAL	RESIDENTIAL MANAGER	\$112,755.96
	RESIDENTIAL SUPERVISOR	\$87,471.00
	RESIDENTIAL SUPERVISOR	\$87,471.00
	SENIOR APPRAISER	\$74,020.08
	SENIOR APPRAISER	\$74,020.08
	SENIOR APPRAISER	\$74,020.08
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL APPRAISER IV	\$71,108.23
	RESIDENTIAL PROPERTY APPRAISER	\$65,838.66
	RESIDENTIAL PROPERTY APPRAISER	\$65,838.66
	RESIDENTIAL PROPERTY APPRAISER	\$61,548.43
	SENIOR APPRAISAL SUPPORT	\$50,494.76
	APPRAISAL SUPPORT	\$44,127.98
	APPRAISAL SUPPORT	\$44,127.98
	APPRAISAL SUPPORT	\$44,127.98
	APPRAISAL SUPPORT	\$44,127.98
	APPRAISAL SUPPORT	\$44,127.98
	APPRAISAL SUPPORT	\$44,127.98
	PART-TIME	\$42,074.48
		<hr/>
	RESIDENTIAL TOTAL:	\$1,700,295.14
	TOTAL SALARIES:	<div>\$5,828,801.32</div>

## **Notice Of Public Hearing On Denton Central Appraisal District 2018 Budget**

The Denton Central Appraisal District will hold a public hearing on a proposed budget for the 2018 fiscal year. The public hearing will be held on May 25, 2017 at 3:00 P.M. at 3911 Morse Street, Denton, Texas.

A summary of the appraisal district budget follows:

The total amount of the proposed budget.	\$12,195,521.75
The total amount of increase over the current year's budget.	\$575,702.57
The number of employees compensated under the proposed budget.	75
The number of employees compensated under the current budget.	74

The appraisal district is supported solely by payments from the local taxing units served by the appraisal district.

If approved by the appraisal district board of directors at the public hearing, this proposed budget will take effect automatically unless disapproved by the governing bodies of the county, school districts, cities and towns served by the appraisal district.

A copy of the proposed budget is available for public inspection in the office of each of those governing bodies. A copy is also available for public inspection at the appraisal district office.

David Terre  
Secretary of the Board of Directors  
Denton Central Appraisal District  
3911 Morse Street  
Denton, Texas 76208  
(940) 349-3800



**CONSENT ITEM 6.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017  
**Title:** Approve ILA for Property Tax Collection  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**City Manager Review:** Approval: Bob Hart, City Manager

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**AGENDA ITEM**

Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2017 property taxes for the City of Corinth.

**AGENDA ITEM SUMMARY/BACKGROUND**

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

The proposed agreement, for the period from October 1, 2017 through September 30, 2018, includes a per statement cost of \$.82 cents (estimated total cost of \$6,645.28) for the October, February and May statement printing for each jurisdiction. The per statement cost increased from the prior year by \$.10 cents for a total increase of \$810.40.

**RECOMMENDATION**

Staff recommends approval of the Interlocal Agreement with Denton County.

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**Attachments**

Interlocal Agreement

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**THE STATE OF TEXAS   §**

**COUNTY OF DENTON   §**

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

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town** of \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

## I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

**MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2017, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

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

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

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

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

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

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

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

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

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

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

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2018.

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

basis through September 30, 2018. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

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

### III.

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

IV.

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

V.

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

VI.

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



## VII.

For the services rendered during the 2017 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10<sup>th</sup> or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2017 tax rate by September 29, 2017. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2017 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2017, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82** per statement.

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

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

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

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

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$0.82** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

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

**\$0.82** x the total number of parcels listed on **MUNICIPALITY's** September 30, 2017  
**end of year Tax Roll for tax year 2016.**

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

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

## VIII.

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

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

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

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

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

#### IX.

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

X.

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

XI.

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

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

**MUNICIPALITY:**

The City/Town of \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this,\_\_\_\_\_day of\_\_\_\_\_,2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**MUNICIPALITY**

Town/City: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant  
District Attorney

**SIGN HERE**

**SIGN HERE**

## BUSINESS ITEM 7.

### City Council Regular and Workshop Session

**Meeting Date:** 06/15/2017  
**Title:** Enterprise Fleet Mgmt Program  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**City Manager Review: Approval:** Bob Hart, City Manager

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### AGENDA ITEM

Consider and act on a master agreement with Enterprise Fleet Management to finance and manage the replacement of the city's fleet.

### AGENDA ITEM SUMMARY/BACKGROUND

The City established an Internal Service Fund to accumulate sufficient resources to replace existing vehicles and equipment that had reached or exceeded their useful life. The internal program was designed for departments to contribute annual payments to the fund based on the number, type, average life expectancy, and the projected replacement of the vehicles/equipment. The intent was for funds to be managed to purchase City vehicles and equipment in a manner that would not create a burden on the City budgets. Currently the City has 67 vehicles, of which 32 are eight years and older. However, due to funding constraints, the City has never been able to adequately support the fund. Further, 13 vehicles are underutilized and should be eliminated from the fleet.

Staff has continued to examine alternatives for the financing and maintenance of vehicles consistent with the philosophy of an internal service fund for vehicle replacement. The Enterprise Fleet Management is a turn-key program designed for municipalities to finance and manage the replacement of the city's fleet.

### RECOMMENDATION

Staff recommends approval of the master agreement with Enterprise Fleet Management and the authorized signature certificate.

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### Attachments

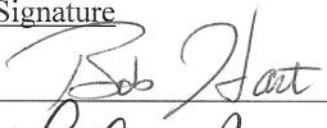

Authorized Signature Certificate  
Master Agreement  
Fleet Proposal

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### Authorized Signature Certificate

The undersigned hereby certifies (i) that he is the duly appointed "Title" for City of Corinth hereafter known as "The Entity", (ii) that he is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" a Texas statutory trust ("Lessor") and the Master Equity Lease Agreement between Enterprise and the Entity the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Bob Hart	City Manager	
Lee Ann Bunselmeyer	Director of Finance	

Federal ID #: 75-1453222

Date: June 15, 2017



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**940-498-3200**  
**www.cityofcorinth.com**

**City of Corinth**  
**3300 Corinth Parkway**

**Fax: 940-498-3232**  
**Corinth, TX 76208**

June 15, 2017

Jennifer Bertram  
Enterprise Fleet Management  
1420 W. Mockingbird Lane, Ste. 640  
Dallas, TX 75234

Dear Jennifer Bertram:

After review and evaluation of the Fleet Management piggybacking TIPS RFP #2072816, City of Corinth is pleased to award this proposal to Enterprise Fleet Management.

The contract agreement to be prepared as a result of this award will be one which incorporates by reference all the requirements, terms and conditions of the solicitation and the contract proposal as negotiated.

On behalf of City of Corinth, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Bob Hart  
City Manager

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the second day of June, 2017, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Corinth

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

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

\_\_\_\_\_  
By: Phil Bevel  
Title: Finance Manager

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this second day of June, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Corinth

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By:  
Title:

By: Phil Bevel  
Title: Finance Manager

Address: 3300 Corinth Pkwy.  
Corinth, TX 76208

Address: 1420 W. Mockingbird Lane, Ste. 640  
Dallas, TX 75247

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

#### AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of June, 2017 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of June, 2017 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Corinth ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(b) of the Master Equity Lease Agreement is amended to read as follows:

In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount which have accrued to the date of termination will be payable by Lessee to Lessor on the termination date.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Twelve Percent (12%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 3(g) of the Master Equity Lease Agreement is amended to read as follows:

Upon acceptance of the Vehicle, Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. For purposes of this agreement, hazardous substances shall be defined as any substance that requires an Environmental Protection Agency (EPA) placard or additional insurance to transport such substance. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.



Section 11(a)(ii) of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle.  
Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

Section 11(a)(ii), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the Lessee has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law and except in the event of the negligence or willful misconduct of Servicer (or any other agent of Lessor), Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended, nor shall it be construed by Lessor or any other party, to be a waiver of any sovereign, governmental or other applicable immunity afforded to Lessee pursuant to Texas law.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right, after providing 24 hours' notice to Lessee, to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of

this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; or (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective three (3) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Denton County, Texas.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

**NON-APPROPRIATION:** Notwithstanding any provision in this Agreement to the contrary, Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the **Texas State Constitution** and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City, County, or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the City, County, or State. The parties further agree that should the City, County, or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_\_ day of June, 2017.

\_\_\_\_\_  
City of Corinth (Lessee)

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

Title: \_\_\_\_\_

## MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this second day of June, 2017, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Corinth ("Lessee").

### WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the second day of June, 2017, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Corinth

EFM: Enterprise Fleet Management, Inc.

By:  
Title:

By: Phil Bevel  
Title: Finance Manager

Address: 3300 Corinth Pkwy.  
Corinth, TX 76208

Address: 1420 W. Mockingbird Lane, Ste. 640  
Dallas, TX 75247

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed \_\_\_\_\_, \_\_\_\_\_

### AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of June, 2017 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the \_\_\_\_ day of June, 2017 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Corinth ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Twelve Percent (12%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Denton County, Texas.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
City of Corinth (Lessee)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

Title: \_\_\_\_\_

## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the second day of June, 2017, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Corinth (the "Company").

### WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. FEES:** EFM will charge the Company for the service under this Agreement \$7.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Corinth

EFM: Enterprise Fleet Management, Inc.

By:  
Title:

By: Phil Bevel  
Title: Finance Manager

Address: 3300 Corinth Pkwy.  
Corinth, TX 76208

Address: 1420 W. Mockingbird Lane, Ste. 640  
Dallas, TX 75247

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of June, 2017 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the \_\_\_\_ day of June, 2017 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Corinth ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within thirty (30) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Texas (determined without reference to conflict of law principles). Any litigation arising out of this Agreement shall be filed in a court of competent jurisdiction in Denton County, Texas.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
City of Corinth (Company)

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

Title: \_\_\_\_\_



## FLEET MANAGEMENT





City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Enterprise Fleet Management, Inc.  
Enterprise Fleet Management  
600 Corporate Park Drive  
St. Louis, MO 63105  
314-512-5000 Main  
314-518-5583 Fax

Jennifer Bertram  
Senior Account Executive  
1420 W. Mockingbird Lane, Ste. 640.  
Dallas, TX 75247  
469-358-4304 Cell  
866-599-4639 Fax  
[Jennifer.I.bertram@efleets.com](mailto:Jennifer.I.bertram@efleets.com)

## **Situation**

- **Current fleet age is negatively impacting the overall budget and fleet operations**
  - 15% of the light and medium duty fleet is currently 15 years or older
  - 35% of the light and medium duty fleet is currently 9 years or older
  - 8.9 years is the current average age of the fleet
  - Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

## **Objectives**

- **Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of \$264,588 in 5 years**
  - Shorten the current vehicle life cycle from 10 years to 5 years
  - Provide a lower sustainable fleet cost that is predictable year over year
  - Free up more than \$114,535 in capital from the salvage of 32 vehicles in the first year
  - Significantly reduce Maintenance to an average monthly cost of \$32.66 vs. current \$100 equaling up to \$37,439 in savings the first year by replacing vehicles more often
  - Reduce the overall fuel spend through more fuel efficient vehicles
  - Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.
- **Increase employee safety with newer vehicles**
  - Currently:
    - 18 vehicle predate Anti-Lock Brake standardization (2007)
    - 43 vehicles predate Electronic Stability Control standardization (2012)
      - ESC is the most significant safety invention since the seatbelt
- **Piggyback The T.I.P.S awarded RFP #2072513 that addresses the following:**
  - Access to all fleet management services as applicable to the needs of the city
  - Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

## Recommendations

### Replacement Criteria

Fiscal Year 2017 = 9 years old and older, or odometer over 80,000  
 Fiscal Year 2018 = 8 years old and older, or odometer over 60,500  
 Fiscal Year 2019 = 7 years old and older, or odometer over 50,000  
 Fiscal Year 2020 = 6 years old and older, or odometer over 30,000  
 Fiscal Year 2021 = Remaining Vehicles  
 Underutilized = Down size by 13 vehicles due to healthy lifecycle

## Fleet Planning Analysis - Non Emergency Response Vehicles:

Current Fleet	37	Fleet Growth	0.00%	Proposed Fleet	37
Current Cycle	10	Annual Miles	7,500	Proposed Cycle	5
Current Maint.	\$100.00	Insurance	\$0.00	Proposed Maint.	\$32.17
Fuel Info	-	MPG	12	Price/Gallon	\$2.20

5 Year Savings
<b>\$264,588</b>

Fleet Mix					Fleet Cost							Annual Savings
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Fuel	Current Cost	Resale Profit**	Total Cost	
Current	37	4	37	0	103,048	0	44,400	50,875	198,323	1,500	196,823	0
2017	37	13	24	13	0	76,618	33,775	41,580	151,974	114,535	37,439	159,384
2018	37	4	20	17	0	99,159	30,408	38,720	168,287	26,000	142,287	60,441
2019	37	7	13	24	0	155,965	25,784	33,715	215,463	46,300	169,163	39,646
2020	37	3	10	27	0	181,528	22,184	31,570	235,281	21,000	214,281	793
2021	37	10	0	37	0	270,997	14,285	24,420	309,702	92,500	217,202	4,324

\*Equity Lease Payments based on conservative Estimates

\*\*Estimated Market Values are based on conservative, sight unseen estimates

\*\*\*Fleet Planning Analysis considers a conservative 5% inflation factor year over year

## Cash Flow Analysis - Police and Fire Department (ERVs):

5 Year Cash Flow Savings
<b>\$648,559</b>

Fleet Mix					Fleet Cost					Annual Savings
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	AME	Resale Profit	Total Capital	
Current	30	6	30	0	240,000	0	108,000	30,000	318,000	0
2017	30	6	24	6	0	56,935	27,720	49,700	34,955	283,045
2018	30	9	15	15	0	154,949	87,641	99,400	143,190	174,810
2019	30	5	10	20	0	213,439	41,581	51,000	204,020	113,980
2020	30	5	5	25	0	268,732	55,441	79,000	245,172	72,828
2021	30	5	0	30	0	324,024	41,581	51,500	314,104	3,896

\*Cash Flow Analysis is based on average Capital Budget for Fire & PD including Aftermarket

- **City of Waxahachie**
- **City of San Marcos**
- **City of Fredericksburg**
- **San Marcos**
- **City of Orange**
- **City of Beaumont**
- **City of Alvin**
- **City of Big Spring**
- **Ellis County**
- **Webb County**
- **University of North Texas**
- **City of Pampa**
- **City of Kennedale**
- **Texas State University**
- **University of Texas at Dallas**
- **Deer Park ISD**

## REFERENCES

Below is a list of at least three (4) client/customer references including company name, contact person, and telephone number.

1. Company Name: **City of Waxahachie**  
Business Phone #: 830-990-2029  
Contact Person: Michael Scott, Assistant City Manager
2. Company Name: **City of Fredericksburg**  
Business Phone #: 830-990-2029  
Contact Person: Lea Feuge, Engineering
3. Company Name: **City of San Marcos**  
Business Phone #: 512-393-8176  
Contact Person: Heather Hulbert, Director of Finance
4. Company Name: **City of Pampa**  
Business Phone #: 806-669-5750  
Contact Person: Shane Stokes, City Manager

**BUSINESS ITEM 8.****City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017  
**Title:** Water /Wastewater Rate Study  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**City Manager Review:** **Approval:** Bob Hart, City Manager

**AGENDA ITEM**

Consider and act on an ordinance approving the Water and Wastewater Rates in the master fee schedule for the Fiscal Year ending 2018-2020, as presented by Nelisa Heddin Consulting, LLC.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City retained NH Consulting to perform a cost of service and rate design study for the City's water and wastewater utility. The study's intent is to achieve a water and wastewater structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements and bond covenant requirements. Therefore ensuring the utility operates on a self-sustaining basis while considering the economic impact on the City's customers. The analysis examined revenue requirements for a three-year period, fiscal year ending 2018 thru fiscal year ending 2020 and recommended rates sufficient to meet revenue requirements for the three year period.

**Rate Design** - Utility rates consist of a base rate and a volumetric rate. The base rate is the minimum bill that a residential or commercial customer would receive. The volumetric rate is the amount charged to a customer per thousand gallons used. In order to meet future revenue requirements, the City needs to implement water and wastewater rate increases. The recommended rates are outlined below.

**Water Base rates (by meter size)**

<u>Meter Size</u>	<u>Water</u>	
	<u>Current</u>	<u>Proposed</u>
5/8 x 3/4"	\$23.27	\$31.23
Full 3/4"	\$32.24	\$34.36
1"	\$32.25	\$43.73
1 1/2"	\$65.15	\$65.15
2"	\$100.70	\$100.70
3"	\$210.25	\$343.56
4"	\$330.10	\$437.26
6"	\$660.95	\$660.95
10"	\$1,510.65	\$1,510.65

**Water Volumetric Rates (per 1,000 gallons)**

	<u>Residential</u>		<u>Commercial</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
0-10,000	\$2.77	\$4.95	\$3.68	\$4.75
10,001-25,000	\$4.77	\$6.95	\$4.68	\$5.75

25,001-50,000	\$6.77	\$8.95	\$5.68	\$6.75
50,000 & above	\$8.77	\$10.95	\$6.68	\$7.75

### **Wastewater Rates**

	<u>Residential</u>		<u>Commercial</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
Base Fee	\$21.39	\$21.39	\$21.39	\$21.39
Volumetric Fee	\$5.60	\$3.67	\$5.60	\$3.67

The rates include a senior citizen discount where senior citizens receive 3,000 gallons of water and 1,000 gallons of wastewater included in their minimum bill.

### **RECOMMENDATION**

Staff recommends approving the Water and Wastewater Rates for the fiscal year ending 2018-2020, as presented and providing an effective date of October 1, 2017.

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### **Attachments**

Ordinance

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF CORINTH, TEXAS  
APPROVING AN INCREASE IN WATER AND WASTEWATER RATES IN  
EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE  
CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY  
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas, 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 has commissioned a water and wastewater cost of service and financial plan study which has been presented to the City Council and which recommends that increases in water and wastewater rates are necessary at this time; and

**WHEREAS**, the City Council desires to formally act through adoption of this ordinance that the current water and wastewater rates will continue until the City Council adopts another ordinance revising water rates; **NOW, THEREFORE**,

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

**SECTION 1.**

That subsections (A) and (B) of Section 50.16, "Water Rates", of the Code of Ordinances of the City of Corinth, are hereby amended to read as follows:

**"§50.16 WATER RATES.**

The monthly rates or charges for service furnished by the City's waterworks system shall be as follows:

(A) Water rates for residential customers.

(1) Monthly minimum

***Meter Size (in Inches)***

5/8"	\$31.23
3/4"	\$34.36
1"	\$43.73
1 1/2"	\$65.15
2"	\$100.70
3"	\$343.56
4"	\$437.26
6"	\$660.95
8"	\$1,055.85
10"	\$1,510.65

- (2) Plus Volume charge (per 1,000 gallons):

0-10,000 Gallons	\$4.95
10,001-25,000 Gallons	\$6.95
25,001-50,000 Gallons	\$8.95
50,001 and Up	\$10.95

- (B) Water rates for commercial customers.

- (1) Monthly minimum

***Meter Size (in Inches)***

5/8"	\$31.23
3/4"	\$34.36
1"	\$43.73
1 1/2"	\$65.15
2"	\$100.70
3"	\$343.56
4"	\$437.26
6"	\$660.95
8"	\$1,055.85
10"	\$1,510.65

- (2) Plus Volume charge (per 1,000 gallons):

0-10,000 Gallons	\$4.75
10,001-25,000 Gallons	\$5.75
25,001-50,000 Gallons	\$6.75
50,001 and Up	\$7.75

## **SECTION 2.**

That subsections (A) and (B) of Section 50.36, "Wastewater Rates", of the Code of Ordinances of the City of Corinth are hereby amended to read as follows:

### **"§50.36 WASTEWATER RATES.**

The monthly rates or charges for services furnished by the sanitary wastewater system of the City shall be as follows:

(A) Wastewater Rates (Residential Customers) Monthly Minimum	\$21.39
Plus Volume Charge (for each 1,000 gallons)	\$3.67
(B) Wastewater Rates (Commercial Customers) Monthly Minimum	\$21.39
Plus Volume Charge (for each 1,000 gallons)	\$3.67

## **SECTION 3.**

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 4.**

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 incorporation in the ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

## **SECTION 5.**

This Ordinance shall become effective immediately upon and after its passage as provided by law.

**PASSED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Andy Messer, City Attorney

## BUSINESS ITEM 9.

### City Council Regular and Workshop Session

**Meeting Date:** 06/15/2017

**Title:** Lake Sharon Roadway Interlocal Agreement

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

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

**Finance Review:** N/A

**Legal Review:** Yes

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

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### AGENDA ITEM

Consider and Act on an Interlocal Agreement between the City of Corinth and the Upper Trinity Regional Water District.

### AGENDA ITEM SUMMARY/BACKGROUND

The Lake Sharon Roadway has been a component of Corinth's Thoroughfare Plan for many years. The extension is designed as a 4-lane divided roadway which will ultimately connect FM 2499 to IH35E providing a regional transportation artery through the center of the city. The Upper Trinity Regional Water District (UTRWD) also operates a 20" water line in the same corridor as the proposed roadway which serves as the City of Corinth's and Hickory Creek's main water supply.

The proposed Interlocal Agreement provides the basis for our ongoing partnership with the UTRWD as the city expands its transportation network within the Lake Sharon corridor. The agreement gives the City the UTRWD's consent to construct the roadway plans prepared by the city inside the footprint of the existing UTRWD easements. It also assigns maintenance responsibilities for repairs, and accepts improvements made to the existing 20" waterline to install a bypass pipe under the proposed box culvert crossing the upper end of Lake Sharon.

The UTRWD ratified the agreement at their regular board June 1, 2017 meeting.

### RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the Upper Trinity Regional Water District.

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### Attachments

UTRWD Interlocal

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**INTERLOCAL AGREEMENT BETWEEN  
CITY OF CORINTH  
AND  
UPPER TRINITY REGIONAL WATER DISTRICT**

**THE STATE OF TEXAS     §  
                                     §  
COUNTY OF DENTON     §**

This **INTERLOCAL AGREEMENT FOR CONSTRUCTION AND INSTALLATION OF CERTAIN FACILITIES** (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF CORINTH** (“Corinth”), a municipal corporation of the State of Texas, and the **UPPER TRINITY REGIONAL WATER DISTRICT** (“UTRWD”), a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas.

**WITNESSETH:**

**WHEREAS**, UTRWD obtained certain easements in 1995 in Corinth, generally along Lake Sharon Drive to construct pipelines as part of its Regional Treated Water System, which easements are recorded in the Denton County Deed Records as 95-16936 and 95-29807, and are shown in Exhibit A attached hereto (both easements being hereinafter referred to as the “UTRWD Easements”); and

**WHEREAS**, UTRWD has been granted certain rights within the UTRWD Easements; which rights are hereby retained except as specially modified by this Agreement and

**WHEREAS**, on October 4, 2000, Corinth obtained right-of-way from The Lake Sharon Christian Center, Inc. by deed as recorded in Volume 4688, Page 2546 of the Denton County Deed Records which is reflected in Exhibit A (herein referred to as “Lake Sharon Extension Area”); and

**WHEREAS**, UTRWD constructed and is currently operating a twenty-inch (20”) water transmission pipeline within the UTRWD Easements, enabling UTRWD to provide treated water to Corinth and other UTRWD customers; and

**WHEREAS**, Corinth is moving forward with plans to extend Lake Sharon Drive between Oakmont Drive and FM 2499 (herein “Lake Sharon Improvements”), a portion of which will be constructed within the UTRWD Easements and over UTRWD’s existing water transmission pipeline; and

**WHEREAS**, to avoid potential conflicts with UTRWD’s water pipeline, Corinth is planning to make certain improvements and modifications to said pipeline (herein “UTRWD Improvements”); and

**WHEREAS**, Corinth has prepared construction plans and specifications for extension of the Lake Sharon Drive and the construction of the UTRWD Improvements (collectively herein referred to as the “Project”), which plans and specifications are attached hereto as Exhibit “B”; and

**WHEREAS**, Corinth and UTRWD desire to enter into this Agreement to allow Corinth to construct the Project, including the UTRWD Improvements within the UTRWD Easements; and

**WHEREAS**, Corinth and UTRWD desire to mutually agree to protect each other's facilities within the common area of the Project, to enable UTRWD to continue safe and reliable operation and maintenance of its water transmission pipeline and to enable Corinth to operate and maintain Lake Sharon Improvements in a safe and efficient manner; and

**WHEREAS**, Corinth and UTRWD are authorized to enter into this Agreement pursuant to Texas Government Code, Chapter 791 (the "Interlocal Cooperation Act"), and other applicable laws:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, Corinth and UTRWD agree as follows:

**Section 1.0 Preamble.** The parties agree and represent that all of the matters stated in the preamble of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if fully set forth in their entirety herein.

**Section 2.0 Construction of Certain Facilities.** Corinth is authorized to design and construct the Lake Sharon Improvements, a portion of which will be within the UTRWD Easements and over UTRWD's existing water transmission pipeline. To avoid potential conflicts and to enable safe and reliable operation and maintenance of UTRWD's water pipeline, Corinth agrees to design and construct the UTRWD Improvements, as part of the Project, generally according to the following provisions:

- A. The parties hereby agree that Corinth will be responsible for paying all costs to design and construct the UTRWD Improvements. UTRWD hereby approves the final plans and specifications for the UTRWD Improvements, which plans are included as part of Exhibit B; and, UTRWD agrees that such plans and specifications do not



conflict with UTRWD easements. UTRWD will also review and approve shop drawings, change orders, field changes and material submittals or other documents related to the UTRWD Improvements. Pursuant to state law Corinth shall require its contractor to provide bid, performance and maintenance bonds. UTRWD shall be an “additional insured” on all insurance policies contractor is required to provide. UTRWD shall review and approve all such required bonds and insurance policies.

- B. Corinth agrees to construct the UTRWD Improvements, in conformance with the approved plans and specifications. Corinth shall perform all inspections of work to assure the UTRWD Improvements are constructed in accordance with said plans and specifications. UTRWD shall have the right to inspect the UTRWD Improvements as the work progresses and provide quality assurance activities to Corinth regarding the UTRWD Improvements. If during construction of the UTRWD Improvements, UTRWD determines that any portion is not consistent with the approved construction plans and specifications, UTRWD shall immediately notify Corinth and Corinth agrees to notify its contractor. Corinth agrees not to make final acceptance of the Project, including the UTRWD Improvements, until UTRWD provides its consent in writing, which shall not be unreasonably withheld.
- C. Recognizing that UTRWD depends on the water transmission pipeline to serve Corinth and other customers, Corinth agrees to use its best efforts to coordinate the construction of the Lake Sharon Improvements to avoid any interruption of water service to Corinth and other UTRWD customers. In the event that service is interrupted, Corinth shall immediately notify UTRWD of such interruption. At UTRWD’s sole discretion, UTRWD may choose to make any and all necessary repairs itself to restore service. If requested by UTRWD, Corinth agrees to complete

the necessary repairs in accordance with UTRWD's requirements and to restore service as soon as reasonably practical. Regardless of which party completes the repairs, the repair costs shall be paid by Corinth.

- D. After completion of construction of the Lake Sharon Improvements and final acceptance of the UTRWD Improvements by UTRWD, full fee simple ownership of said improvements shall be vested in UTRWD without any further action being necessary by the parties. At that time, all maintenance of the UTRWD Improvements shall become the sole responsibility of UTRWD.
- E. During the warranty period for the Project, Corinth agrees to use its best efforts to cause the contractor to repair or replace any defects in the UTRWD Improvements as reported by UTRWD to Corinth and as required by the maintenance bond.

**Section 3.0. Operation and Maintenance of Infrastructure.** Recognizing that both parties have critical infrastructure within the Lake Sharon Extension Area and within the UTRWD Easements, both parties agree to coordinate and cooperate with the other party regarding the operation and maintenance of their respective infrastructure within the Project area, generally as follows:

- A. UTRWD shall retain all rights granted to it in the UTRWD Easements, which easements shall remain for the exclusive use of UTRWD. Except however, UTRWD agrees to replace or repair, in accordance with Corinth requirements, any roadway paving, including curbs and sidewalks, damaged or removed by UTRWD in the course of UTRWD's operation and maintenance of its facilities. Further, UTRWD

reserves the right to install a parallel water transmission pipeline in the future within the UTRWD Easements.

- B. As part of UTRWD's routine operation and maintenance of its water transmission pipeline, UTRWD agrees to use its best efforts to protect that portion of Lake Sharon Drive and the associated facilities, including curbs, sidewalks, landscape, and irrigation system adjacent to the UTRWD water transmission pipeline; and, to avoid damaging the roadway or interrupting the flow of traffic. Except in an emergency, UTRWD shall notify Corinth at least 48-hours prior to any excavation, maintenance or repairs to UTRWD's water transmission pipeline. In the event of an emergency, UTRWD shall notify Corinth within 24-hours of commencing the emergency work. UTRWD further agrees to notify Corinth at least 48-hours in advance of any planned lane closures on Lake Sharon Drive for any reason, except in the event of an emergency. All lane closures by UTRWD shall be accomplished with signs and barricades / delineators in accordance with Corinth requirements.
- C. As part of the Project and during on-going operation and maintenance of Lake Sharon Drive, Corinth agrees to use its best efforts to protect UTRWD's water transmission pipeline and associated appurtenances, and to avoid any interruption of service to Corinth or other UTRWD customers. If UTRWD's water pipeline is damaged by Corinth, its employees, contractors or assigns, Corinth shall be responsible for repairs or replacement, including reasonable cost thereof, to restore said facilities to original condition.. Except in an emergency, Corinth shall notify UTRWD at least 48-hours prior to any excavation or maintenance activity within UTRWD's Easements that could adversely affect the safety of UTRWD's said pipeline. In the event of an emergency, Corinth agrees to notify UTRWD within 24-hours of commencing the emergency work.

**Section 4.0 Force Majeure.** If by force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other parties within reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “**Force Majeure**” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any Civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of electric power supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

**Section 5.0 Term of Agreement.** This Agreement shall be effective on and from the date first above written, and shall continue in force and effect for such period of time that the roadway, the water transmission pipeline and the facilities being installed hereunder remain in public use and the Right-of-Way and easements remain in place. This Agreement constitutes the sole agreement between the parties hereto. Further, this Agreement may be supplemented from time to time in writing by the parties as reasonably necessary to carry out the intent of the Agreement.

**Section 6.0 Address and Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to UTRWD:            Executive Director  
                                 Upper Trinity Regional Water District  
                                 P.O. Drawer 305  
                                 Lewisville, TX 75067

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

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties hereto.

**Section 7.0 State or Federal Laws, Rules, Orders or Regulations.** This Agreement is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders and regulation of any local, state or federal governmental authority having or asserting

jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

**Section 8.0 Term of Use.** The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

**Section 9.0 Venue.** All amounts due under this Agreement shall be paid and be due in Denton County, Texas, which is the county in which the principal administrative offices of Corinth and UTRWD are located. It is specifically agreed among the parties to this Agreement that Denton County, Texas, is the place of performance of this Agreement or any provision hereto, the same be brought in Denton County, Texas.

**[REMAINING PORTION LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective governing bodies have caused the Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is Effective Date of this Agreement.

**UPPER TRINITY REGIONAL WATER DISTRICT**

By: \_\_\_\_\_  
Kevin Mercer, President, Board of Directors

ATTEST:

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Mike Fairfield, Secretary, Board of Directors

(District Seal)

**APPROVED AS TO FORM:**

---

John F. Boyle, Jr., General Counsel for the District



**CITY OF CORINTH**

By: \_\_\_\_\_  
Bill Heidemann, Mayor

**ATTEST:**

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

(City Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mack Reinwald, City Attorney

## **EXHIBIT "A"**

**EXHIBIT “B”**  
(Construction Plans and Specifications)

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** New Cingular Wireless (A.T. & T.) Site Lease Amendment

**Submitted For:** Fred Gibbs, Director

**Submitted By:** Elaine Herzog, Business  
Manager

**City Manager Review:**

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**AGENDA ITEM**

Consider and Act on the Third Amendment to the Site Lease Agreement with New Cingular Wireless PCS, LLC.

**AGENDA ITEM SUMMARY/BACKGROUND**

In June of 1994 Corinth City Council approved the original Site (Tower) Lease Agreement between Metroplex Telephone Company and the City of Corinth. This agreement allowed Metroplex Telephone Company to lease space on Corinth's Parkridge Drive Water Tower and ground space around the water tower located at 3011 Parkridge Drive. The lease permits Metroplex to use these facilities solely for the transmission and reception of radio communication signals and related construction activities for this purpose. In July of 2013 Corinth City Council approved the First Amendment to the Site Lease Agreement allowing construction of additional equipment on the tower and increased compensation (increased by \$450.00/month) to the City for the added equipment. New Cingular Wireless, Metroplex Telephone's successor in interest, and the City of Corinth once again amended the Agreement through a Second Amendment to the Site Lease Agreement in August of 2015. As a part of this amendment the City required landscaping be installed on the premises by New Cingular Wireless. New Cingular Wireless installed the landscaping as well as additional equipment they requested to install and the City received additional compensation (in the amount of \$1,425.00/month) through this Second Amendment. The Third Amendment to the Site Lease Agreement will allow additional equipment of six (6) remote radio heads (RRUS-32; Radio Read Units) and additional compensation to the City of \$300.00/month; increasing the monthly rent to \$2,894.47, subject to all other increases and adjustments provided for in the original Agreement and all subsequent amendments. The increase is in line with market rates for the Radio Heads/Radio Read Units on the tower. The Company provided a Structural Analysis in order to add equipment to the water tower. The analysis has been reviewed by the City Engineer, Mike Brownlee, and it has been determined there will be no negative impact on the tower, nor will the primary function of the Property and Premises to serve as a water tower for Corinth be affected by the addition of the requested equipment. All contractual lease renewal terms will end in June of 2024 under the current agreement, unless amended.

**RECOMMENDATION**

It is the recommendation of Staff that City Council approve the Third Amendment to the New Cingular Wireless Site Lease Agreement.

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**Attachments**

Site Lease Amendment-New Cingular

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### THIRD AMENDMENT TO TOWER LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER LEASE AGREEMENT (“**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 575 Morogso Drive, Atlanta GA. 30324 (“**Tenant**”).

**WHEREAS**, Landlord and Tenant entered into a Tower Lease Agreement dated June 16, 1994, and amended by a First Amendment dated July 17, 2013 and a Second Amendment dated August 31, 2015 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3011 Parkridge Drive Corinth, Texas 76210 (collectively, as **modified**, the "**Agreement**"); 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 replacement of three (3) existing antennas with three (3) like kind antennas, addition of six (6) RRU-32 units, five (5) Squids, one (1) ½ inch Fiber line and one (1) 7/8” DC Power Cable; 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 4, 2017 attached hereto as Exhibit “A” and the Structural Analysis, dated March 29, 2017 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, 2017 (the “Rent Commencement Date”), Rent shall be increased by three hundred & 00/dollars (\$300.00) per month. Upon the Rent Commencement Date the rent shall be **Two Thousand Eight Hundred Ninety-Four Dollars and Forty-Seven Cents (\$2,894.47)** 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 six (6) additional remote radio heads (RRUS-32) on the leased property. A total of fifteen (15) remote radio heads will exist on the tower resulting from this Third Amendment in exchange for the increase in rent.

3. Notices. Section 13 of the 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) WT (TX)  
                                  Fixed Asset No: 10077873  
                                  575 Morogso Drive  
                                  Atlanta, GA 3032

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) WT (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: City Manager  
                                  3300 Corinth Parkway  
                                  Corinth, TX 76208

With a copy to:           City of Corinth  
                                  Attn: Engineering Services Coordinator  
                                  3300 Corinth Parkway  
                                  Corinth, TX 76208

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 Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third 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 Third Amendment.

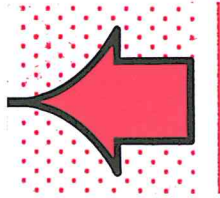
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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

**“LANDLORD”**

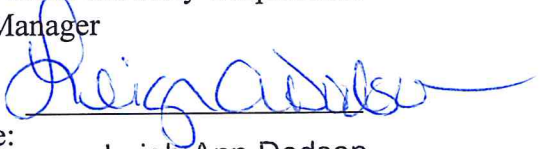
City of Corinth, Texas

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~~

5/16/17

**[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 Dickson 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 16<sup>th</sup> day of May, 2017.



Kathleen Meza  
Notary Public: KATHLEEN MEZA  
My Commission Expires: 2-21-18

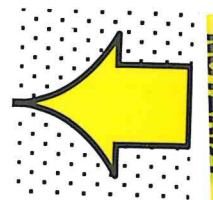
LANDLORD ACKNOWLEDGEMENT

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

I CERTIFY that on \_\_\_\_\_, 2017, \_\_\_\_\_ [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]**

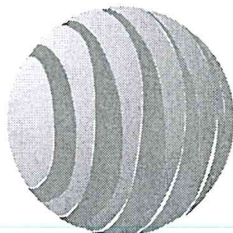
## Existing Equipment/ Equipment to be added Metrix

Existing Equipment	To be Removed	To Be Added	Final Loading
<b>Antennas:</b>			
9 ea. DBXNH-6565B-R2M	3 ea. DBXNH-6565B-R2M		6 ea. DBXNH-6565B-R2M
3 ea. SBNHH-1D65B		3 ea. SBNHH-1D65B	6 ea. SBNHH-1D65B
<b>RRUS:</b>			
9 ea. RRUS-11	0	6 ea RRUS-32	15 ea RRUS-32
<b>TMA:</b>			
12 ea KRY 112 75/1	0	0	12 ea KRY 112 75/1
<b>Squids:</b>			
6 ea. DC2	0	3 ea DC2	9 ea DC2
1 ea FC12		2 ea FC12	3 ea FC12
<b>Fiber:</b>			
1ea 1/2"Trunk	0	1 ea 1/2" Trunk	2 ea 1/2" Trunk
<b>Cables:</b>			
3 ea 3/8" RET	0	0	3 ea 3/8" RET
4 ea 7/8" Power		1 ea 7/8" Power	5 ea 7/8" Power
<b>Coax:</b>			
9 ea 7/8" Coax	0	0	9 ea 7/8" Coax
12 Ea 1-5/8" Cable	0	0	12 Ea 1-5/8" Cable

*Replace*

*ADD*

EXHIBIT A



1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234

# CORINTH (PARKRIDGE)

10077873 / DX0250

LTE 4C/LTE 5C

DXL00250

WATER TANK

SITE NAME:

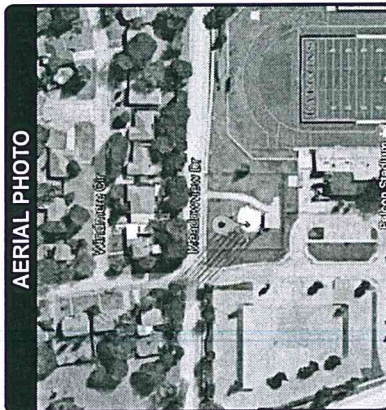
FA #/ SITE ID:

PROJECT TYPE:

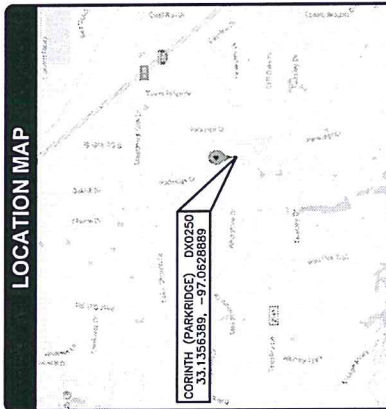
LTE PROJECT ID:

STRUCTURE TYPE:

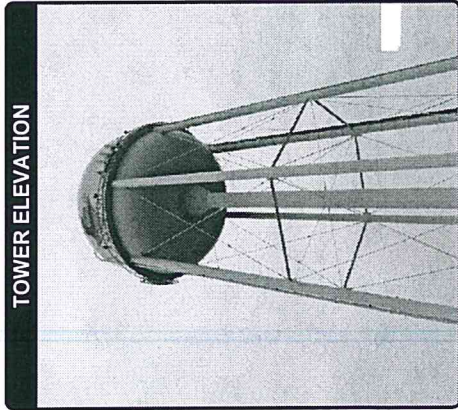
AERIAL PHOTO



LOCATION MAP



TOWER ELEVATION



DRIVING DIRECTIONS

DEPART DALLAS/FORT WORTH INTERNATIONAL AIRPORT  
HEAD NORTH ON INTERNATIONAL AIRPORT 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-551 BUS N 3.0 MI. TURN LEFT TOWARDS  
LEWISVILLE 0.2 MI. MERGE ONTO I-35E N 0.1 MI. MERGE  
ONTO I-35E N 0.1 MI. MERGE ONTO I-35E N 6.9 MI. EXIT ONTO S  
INTERSTATE 35 E/S STEMMONS FWY 0.2 MI. MERGE ONTO S  
INTERSTATE 35 E/S STEMMONS FWY 0.2 MI. TURN LEFT AT  
STEMMONS AND FLY ONTO I-35E N 0.2 MI. TURN LEFT AT  
STEMMONS AND FLY ONTO I-35E N 0.2 MI. TURN RIGHT ONTO  
MEADOWVIEW DR. ARRIVE AT SITE.

ONE CALL



CALL TEXAS811  
ONE CALL-DAL 811  
CALL 3 WORKING DAYS  
BEFORE YOU DIG  
1-800-344-3377



REV.	DATE	DESCRIPTION	INITIALS
A	02/24/17	PRELIMINARY ISSUE	58
0	03/04/17	FOR CONSTRUCTION	54



03/04/17  
FIRM NAME: ARIA SERVICES, INC.  
TX FIRM REG# F-13104  
PE# 91997 EXP: 03/31/2017

DX0250  
CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
TITLE SHEET

SHEET NUMBER  
T1

SHEET #	TITLE	REV. #
11	GENERAL NOTES	0
A1	SITE PLAN	0
A2	EXISTING EQUIPMENT PLAN	0
A2.2	PROPOSED EQUIPMENT PLAN	0
A3	TOWER ELEVATION	0
A4	ANTENNA PLAN	0
A4.1	ANTENNA PLAN	0
A5	EQUIPMENT DETAILS	0
A5.1	EQUIPMENT DETAILS	0

## SCOPE OF WORK

### TOWER WORK:

1. REPLACE EXISTING DBX4H-6565B-R2M ANTENNAS WITH SBHH-1065B ANTENNAS (1 PER SECTOR, 3 SECTORS)
2. INSTALL (3) LITE 4C RUUS-32 WCS (1 PER SECTOR, 3 SECTORS)
3. INSTALL (3) LITE 5C RUUS-32 AWS (1 PER SECTOR, 3 SECTORS)
4. INSTALL (2) RAYCAP FC12-PC6-10C
5. INSTALL (3) 7/8" DC POWER TRUNK
6. INSTALL (1) 1/2" FIBER CABLE
7. INSTALL (1) 1/2" FIBER CABLE

## CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING APPLICABLE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.

BUILDING/DWELLING CODE: IBC 2015  
STRUCTURAL CODE: IBC 2015  
PLUMBING CODE: IPC 2015  
MECHANICAL CODE: IMC 2015  
ELECTRICAL CODE: NEC 2014  
FIRE & LIFE SAFETY CODE: IFC 2015

## PROJECT INFORMATION

33.1356389°  
-97.0628889°  
DX0250-CORINTH (PARKRIDGE)  
3011 PARKRIDGE  
CORINTH, TX, 76210  
643' AMSL  
NORTH TEXAS  
CITY OF CORINTH  
DENTON  
UNMANNED  
FACILITY IS UNMANNED AND NOT  
FOR HUMAN HABITATION.

## PROJECT TEAM

ENGINEER/ARCHITECT:  
ARIA SERVICES, INC.  
HOUSTON, TX 77042  
CONTACT: IRSAN TISMALDI  
PHONE: 281-797-4387  
PROJECT MANAGEMENT:  
CLSG GROUP, LLC  
EDMUND, OK 73003  
CONTACT: CORY SAMPLES  
PHONE: 405-348-5460

CUSTOMER:  
AT&T MOBILITY  
1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234  
CONTACT: DANIEL NUTT  
PHONE: 281-405-6747

TOWER OWNER:  
CORINTH  
3300 CORINTH PARKWAY  
CORINTH, TX 76210  
CONTACT: CUSTOMER SERVICE  
PHONE: 940-498-3200

SITE NAME: ---  
SITE NUMBER: ---

## DO NOT SCALE DRAWINGS

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









1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234



6300 LEGACY DRIVE  
PLANO, TX 75024



609 S. KELLY AVENUE, STE. D  
DALLAS, TX 75201  
PH: (405) 348-5460  
FAX: (405) 341-4625

REV.	DATE	DESCRIPTION	INITIALS
A	03/24/17	PRELIMINARY ISSUE	SB
B	03/24/17	FOR CONSTRUCTION	SA

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET



03/04/17

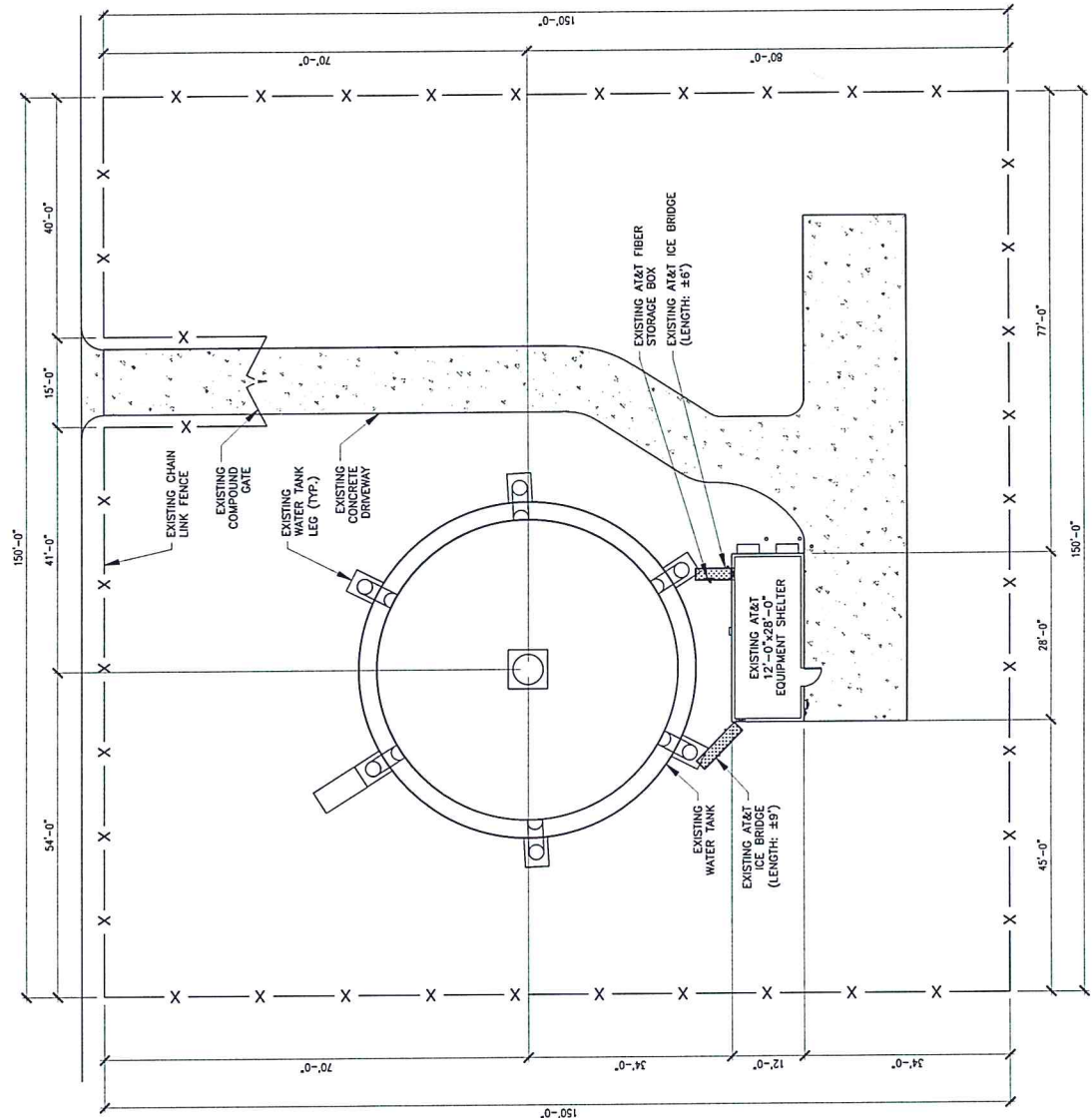
FIRM NAME: ARIA SERVICES, INC.  
TX FIRM REG.#: F-13104  
PE# 91997 EXP: 03/31/2017

**DX0250**  
**CORINTH (PARKRIDGE)**

3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**A1**



**1 SITE PLAN**  
SCALE: 1"=20'



**EXISTING EQUIPMENT PLAN**

SCALE:  3/8"=1'-0"



**ERICSSON**  
6300 LEGACY DRIVE  
PLANO, TX 75024



609 S. KELLY AVENUE, STE. D  
EDMOND, OK 73003  
PH: (405) 348-5460  
FAX: (405) 341-4625

[illegible]

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET



03/04/17

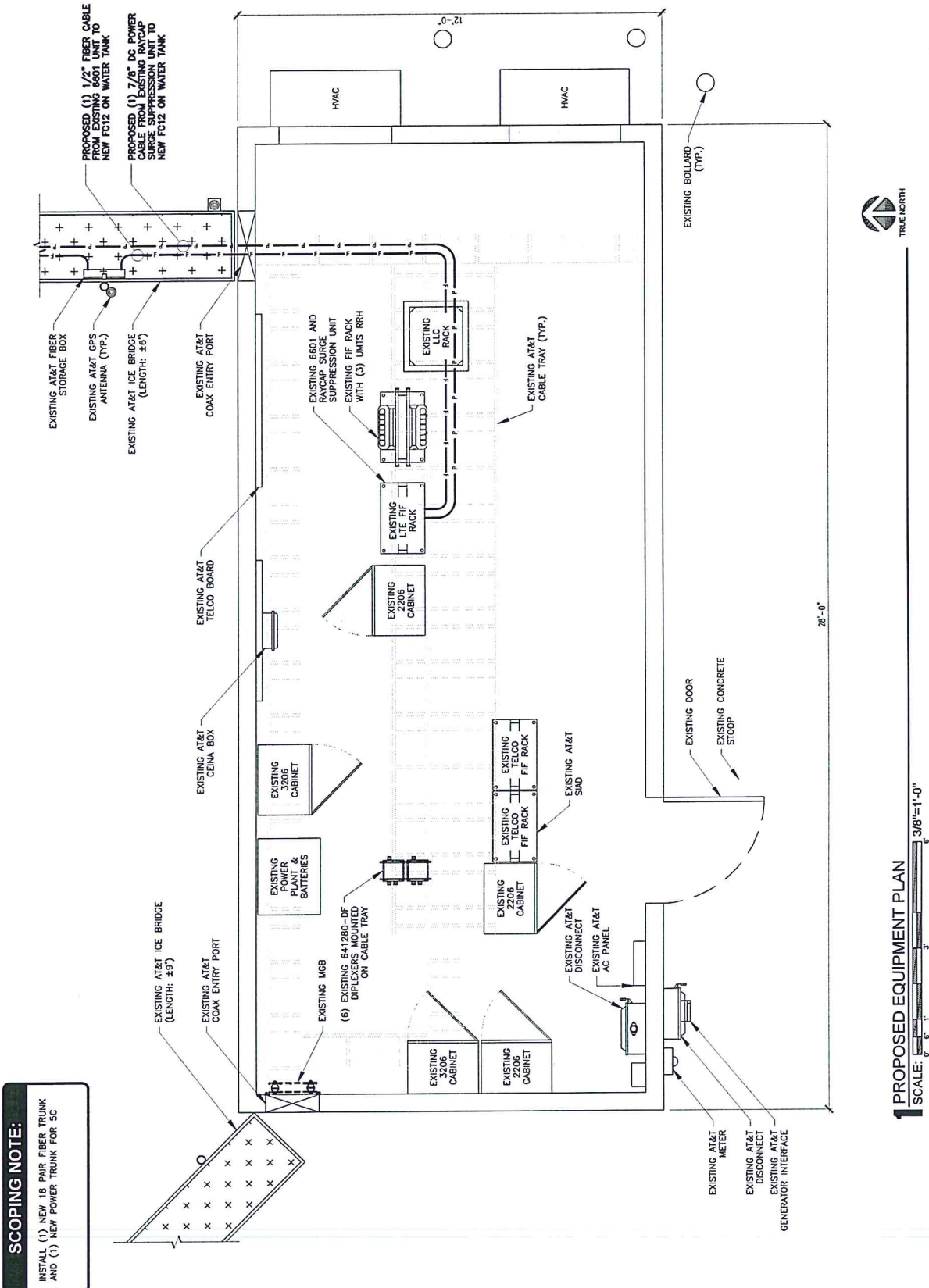
FIRM NAME: ARIA SERVICES, INC.  
TX\_FIRM\_REG#: F-13104  
PE# 91997      EXP: 03/31/2017

**DX0250**  
**CORINTH (PARKRIDGE)**

3011 PARKRIDGE  
CORINTH, TX 76210

**SHEET TITLE**  
**PROPOSED**  
**EQUIPMENT PLAN**

**A2.2**  
SHEET NUMBER





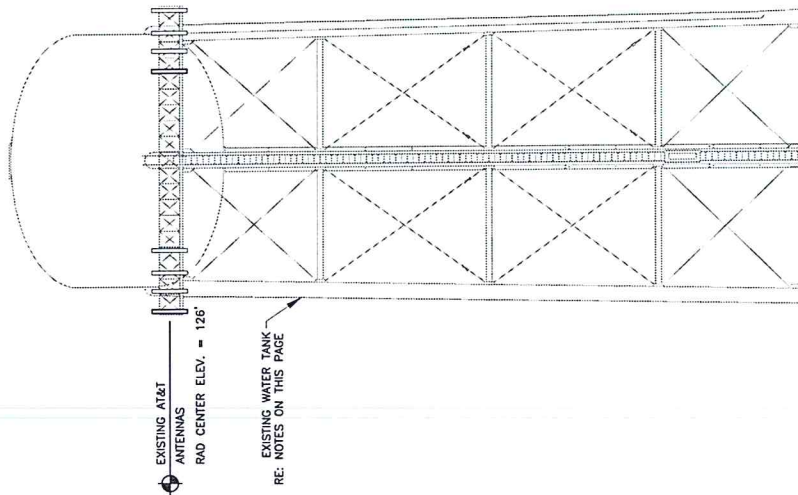
## TOWER NOTES

WATER TANK IS SHOWN FOR ILLUSTRATION ONLY AND FOR LOCATION OF APPURTENANCE(S).  
REFER TO WATER TANK SURVEY FOR ALL EXISTING WATER TANK COMPONENTS TO INCLUDE ANTENNAS, LIGHTS, LIGHTNING ROD & WATER TANK HEIGHT.

CONTRACTOR(S) TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT.  
COAX ROUTING MUST BE PER STRUCTURAL ANALYSIS.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT A WATER TANK AND MOUNT STRUCTURAL ANALYSIS, DEPICTING THE LOADING SHOWN, HAS BEEN PERFORMED AND SHOWS A "PASS" OR AN "ACCEPTABLE" RATING. UNDER NO CIRCUMSTANCE WILL SO EVER SHALL THE PROPOSED EQUIPMENT BE INSTALLED WITHOUT SUCH STRUCTURAL ANALYSIS. IF SAID STRUCTURAL ANALYSIS REQUIRES THAT THE WATER TANK AND/OR MOUNT BE MODIFIED, SUCH MODIFICATIONS SHALL BE COMPLETED PRIOR TO INSTALLATION OF THE PROPOSED EQUIPMENT.

MOUNT ANALYSIS AND STRUCTURAL ANALYSIS DONE BY OTHERS.

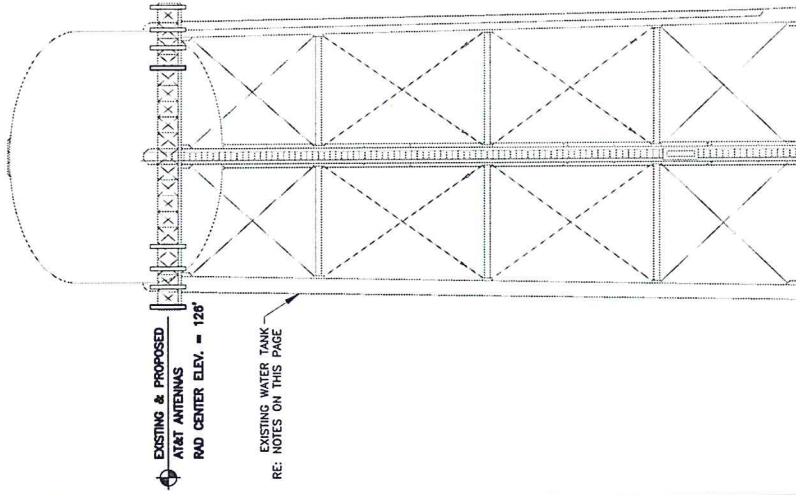


EXISTING AT&T  
ANTENNAS

RAD CENTER ELEV. = 126'

EXISTING WATER TANK -  
RE: NOTES ON THIS PAGE

EXISTING WATER TANK -  
RE: NOTES ON THIS PAGE



EXISTING & PROPOSED  
AT&T ANTENNAS

RAD CENTER ELEV. = 126'

EXISTING WATER TANK  
RE: NOTES ON THIS PAGE

EXISTING WATER TANK  
RE: NOTES ON THIS PAGE

REVISIONS			INITIALS
REV.	DATE	DESCRIPTION	
A	02/24/17	PRELIMINARY ISSUE	S8
B	03/04/17	FOR CONSTRUCTION	SA

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET



03/04/17

**FIRM NAME:** ARIA SERVICES, INC.  
**TX\_FIRM\_REG#:** F-13104

PE# 91997 EXP: 03/31/2017

**DX0250**  
**CORINTH (PARKRIDGE)**

SHEET TITLE  
TOWER ELEVATION

**SHEET NUMBER**

A3

**2** PROPOSED ELEVATION  
SCALE: N.T.S.

EXISTING EQUIPMENT REMOVED EQUIPMENT IS ITALICIZED		TOTAL
EQUIPMENT	166	
RAD	67,787,234	
ANTENNA	164,000,000	
MOUNT TYPE		
ANTENNAS	(1) DORNI-KESLER PERM PER PERMANENT KESLER PERM PERMANENT PERM	
TMAs	(1) 1,487,112.723	
DIPLEXERS		
RRUS	(1) DORNI-KESLER PERM PER PERMANENT KESLER PERM PERMANENT PERM	
RRU LOCATION	PERMANENT PERMANENT	
ADD'L EQUIPMENT	141,112,125.144	
COAX	(1) 1,487,112.723	
CABLES	141,112,125.144	

FINAL EQUIPMENT PROPOSED EQUIPMENT & MODEL		TOTAL
EQUIPMENT		
RAD	1x8	
AZIMUTH	42142-225	
MOUNT TYPE	154065-R	
ANTENNAS	(1) 58114H-10508 (1) 2424H-06358 P4M (1) 54016-12P54	
TM/As	(1) 407-332-7673	
DIPLEXERS		
RRUS	(2) 1001N-13101E AC 2ND (1) 1001N-13101E AC 1ST (2) 1001N-13101E AC 2ND (2) 1001N-13101E AC 2ND (1) RRUS-32 (LTE 4C WGS) (1) RRUS-32 (LTE 4C WGS)	
RRU LOCATION	RRU101-0411-01A	
ADD'L EQUIPMENT	(1) 1001N-13101E (1) 1001N-13101E (1) FC32-48-60-0-0-0 (1) FC32-48-60-0-0-0 (1) DC2-48-60-0-0-0 (1) DC2-48-60-0-0-0	
COAX	(1) 1500P (1) 1500P	
CABLES	1001N 1001N (1) 767 (1) 767 (1) 767 (1) 767	





1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234



6300 LEGACY DRIVE  
PLANO, TX 75024



609 S. KELLY AVENUE, STE. D  
DALLAS, TX 75210  
PH: (405) 348-5460  
FAX: (405) 341-4625

REVISIONS		DATE	DESCRIPTION	INITIALS
A	03/24/17	PRELIMINARY ISSUE	SR	
B	03/24/17	FOR CONSTRUCTION	SA	

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET



03/04/17

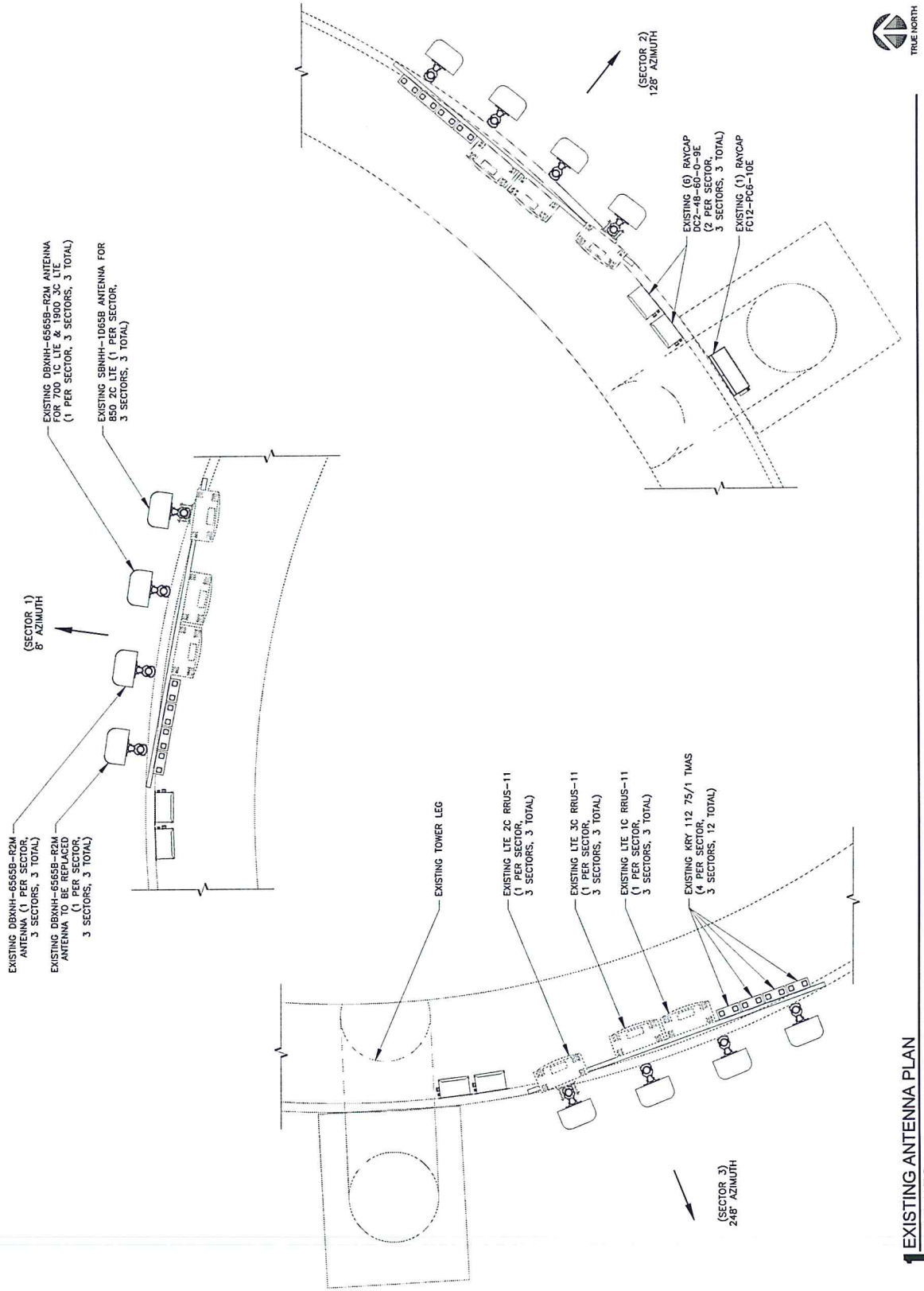
FIRM NAME: ARA SERVICES, INC.  
TX FIRM REG.#: F-13104  
PE# 91997 EXP: 03/31/2017

**DX0250**  
**CORINTH (PARKRIDGE)**

3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
**ANTENNA PLAN**

SHEET NUMBER  
**A4**



**1** EXISTING ANTENNA PLAN  
SCALE: N.T.S.



1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234



6300 LEGACY DRIVE  
PLANO, TX 75024



609 S. KELLY AVENUE, STE. D  
DALLAS, TX 75202  
PH: (469) 348-5400  
FAX: (469) 341-4625

REV.	DATE	DESCRIPTION	INITIALS
A	02/24/17	PRELIMINARY ISSUE	SR
B	03/04/17	FOR CONSTRUCTION	SA

NOT FOR CONSTRUCTION PURPOSES  
LABLED AS CONSTRUCTION SET



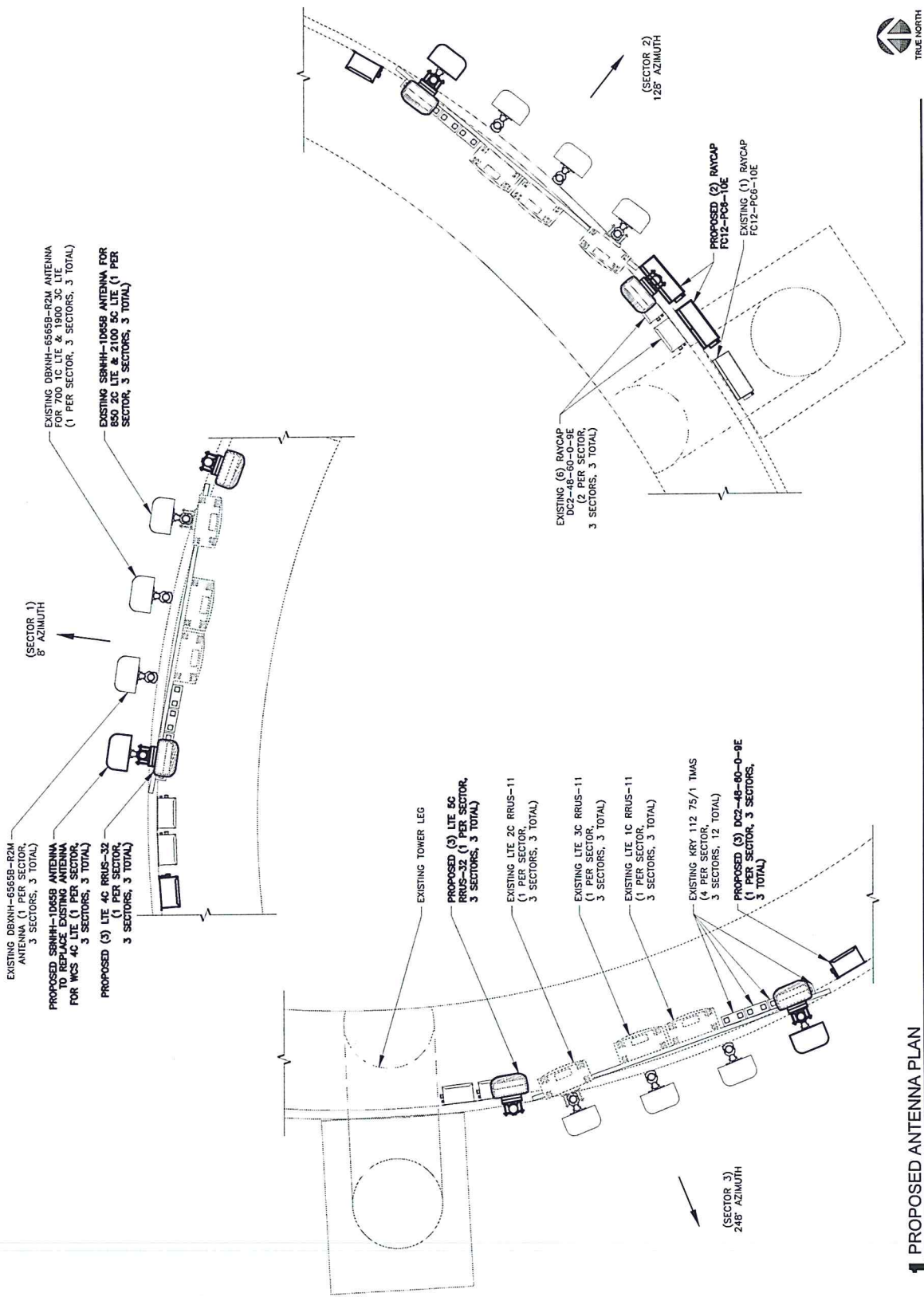
FIRM NAME: ARIA SERVICES, INC.  
TX FIRM REG.#: F-13104  
PE# 91997 EXP: 03/31/2017

DX0250  
CORINTH (PARKRIDGE)

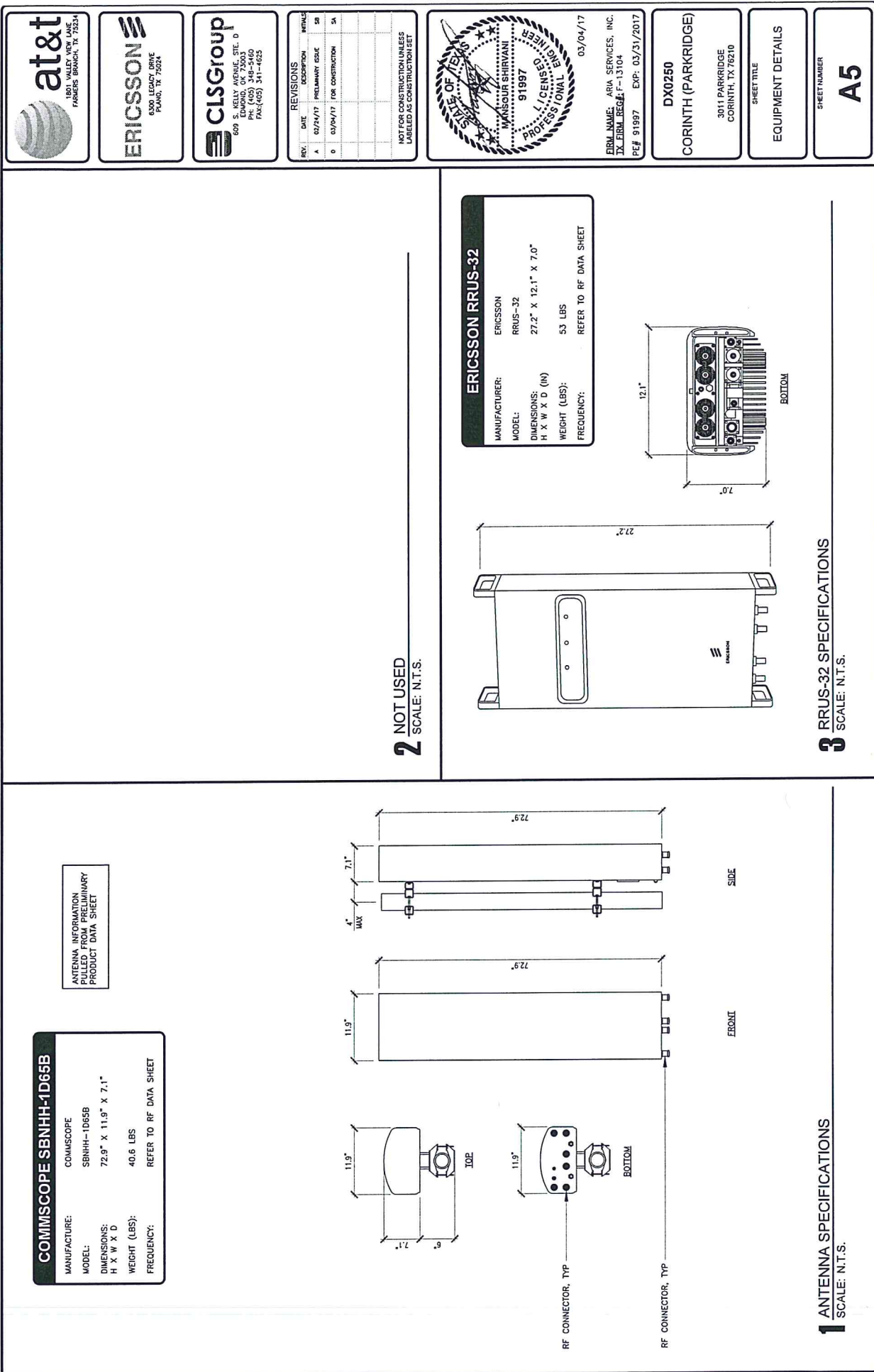
3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
ANTENNA PLAN

SHEET NUMBER  
**A4.1**



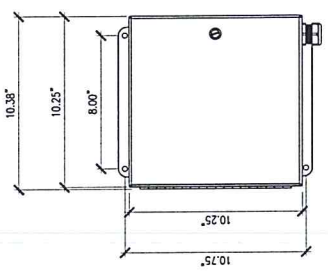
**1** PROPOSED ANTENNA PLAN  
SCALE: N.T.S.



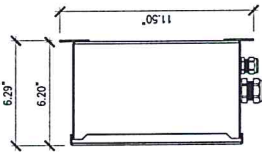
ANTENNA INFORMATION  
PULLED FROM PRELIMINARY  
PRODUCT DATA SHEET

**RAYCAP DC2-48-60-0-9E**

MANUFACTURE: RAYCAP  
MODEL: DC2-48-60-0-9E  
DIMENSIONS: 10.25" X 10.25" X 6.20"  
H X W X D  
WEIGHT (LBS): 16 LBS  
FREQUENCY: REFER TO RF DATA SHEET



FRONT

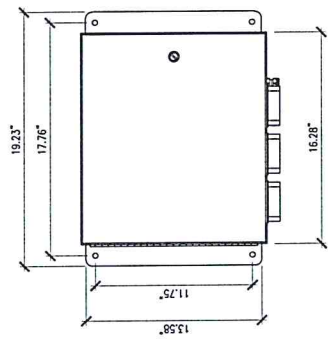


SIDE

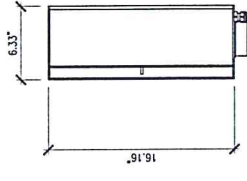
**1** RAYCAP DC2-48-60-0-9E  
SCALE: N.T.S.

**RAYCAP FC12-PC6-10E**

MANUFACTURE: RAYCAP  
MODEL: FC12-PC6-10E  
DIMENSIONS: 19.23" X 6.33" X 16.16"  
H X W X D  
WEIGHT (LBS): 27.7 LBS  
FREQUENCY: REFER TO RF DATA SHEET



FRONT



SIDE

**2** RAYCAP FC12-PC6-10E  
SCALE: N.T.S.



REV.	DATE	DESCRIPTION	INITIALS
A	02/24/17	PRELIMINARY ISSUE	SR
B	03/04/17	FOR CONSTRUCTION	SR

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET



FIRM NAME: ARIA SERVICES, INC.  
TX FIRM REG#: F-13104  
PE# 91997 EXP: 03/31/2017

**DX0250**  
**CORINTH (PARKRIDGE)**  
3811 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
**EQUIPMENT DETAILS**

SHEET NUMBER  
**A5.1**

**3** NOT USED  
SCALE: N.T.S.

**4** NOT USED  
SCALE: N.T.S.

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





2000 E. Lamar Blvd.  
Arlington, TX 76006  
Suite 550  
(O) 817.446.1700  
(F) 817.460.0677  
Texas Firm # 13992

Wednesday, March 29, 2017

CLS Group  
609 S. Kelly Ave., Suite D  
Edmond, OK 73003

RE: **Evaluation for Placement of New Equipment**  
**AT&T Site Name: Corinth (Parkridge) 4C/5C upgrade**  
**AT&T Site No: DXL00250 (10077873)**  
**3011 Parkridge**  
**Corinth, TX 76210**  
**Celeris Project No 17-9476**

CLS Group:

An evaluation has been performed to determine if the existing structure is adequate to support the proposed load for the above referenced site. The structure evaluated is the concrete water tower handrail. The evaluation was based on LTE 4C/5C construction drawings and an audit provided to us by CLS Group and a previous site walk and mapping performed by The Celeris Group.

Proposed loading is as follows:

1. Twelve (12) existing antennas, three (3) to be replaced.
2. Three (3) existing TMA's to remain.
3. Nine (9) existing RRUS's to remain.
4. One (1) existing FC12 to remain.
5. Six (6) existing DC2's to remain.
6. Twelve (12) existing 1-5/8" coax to remain.
7. Nine (9) existing 7/8" coax to remain.
8. Three (3) existing RET cables to remain.
9. One (1) existing 1/2" Fiber trunk to remain.
10. Four (4) existing 7/8" DC power trunks to remain.
11. Remove three (3) existing antennas.
12. Add three (3) new SBNHH-1D65B antenna on existing mount.
13. Add three (3) new 4C RRUS-32's.
14. Add three (3) new 5C RRUS-32's.

15. Add two (2) new FC12's near existing FC12.
16. Add three (3) new DC2's near new 5C RRU's.
17. Add one (1) new 7/8" DC power cable and one (1) 1/2" fiber cable from equip. to new FC12.

**Note: all antennas shall have a diagonal support installed per the detail attached if one is not present. If the diagonals are NOT installed this PE letter is null and void.**

Based on the information available to us, the existing structure has sufficient capacity to support the new loads in addition to all existing and code required loads in accordance with International Building Code (IBC) 2009.

This evaluation is based to the information available to us at this time. If any of the information provided is incorrect or changed, please notify us and we will make correction to our analysis and evaluation.

This evaluation assumes the existing structure is in good condition with no allowance for missing, damaged or deteriorating members and proper alignment and plumbness. Structural modifications to the original structure if mentioned are assumed to be installed and to fully effective.

Should you have any question, or if additional information is required please do not hesitate to contact us. We appreciated the opportunity to be of service.

Sincerely,



Zhenjing Guo PE  
The Celeris Group

Attachments:

A3 – tower elevations  
Antenna mount detail

## TOWER NOTES

WATER TANK IS SHOWN FOR ILLUSTRATION ONLY AND FOR LOCATION OF APPURTENANCE(S).

REFER TO WATER TANK SURVEY FOR ALL EXISTING WATER TANK COMPONENTS TO INCLUDE ANTENNAS, LIGHTS, LIGHTNING ROD & WATER TANK HEIGHT.

CONTRACTOR(S) TO COMPLY WITH ALL FCC AND FM REGULATIONS ON THIS PROJECT. COAX ROUTING MUST BE PER STRUCTURAL ANALYSIS.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PERFORM THAT A WATER TANK AND MOUNT STRUCTURAL ANALYSIS, DEPICTING THE CONSTRUCTION OF THE WATER TANK AND MOUNT. ANALYSIS SHALL BE PERFORMED AND SHOWS A "PASS" OR AN "ACCEPTABLE" RATING UNDER NO CIRCUMSTANCE WHAT SO EVER SHALL THE PROPOSED EQUIPMENT BE INSTALLED WITHOUT SAID STRUCTURAL ANALYSIS. IF SAID STRUCTURAL ANALYSIS REQUIRES THAT THE WATER TANK AND/OR MOUNT BE MODIFIED, SUCH MODIFICATIONS SHALL BE COMPLETED PRIOR TO INSTALLATION OF THE PROPOSED EQUIPMENT.

MOUNT ANALYSIS AND STRUCTURAL ANALYSIS DONE BY OTHERS.



EXISTING AT&T  
ANTENNAS  
RAD CENTER ELEV. = 126'

EXISTING WATER TANK  
RE: NOTES ON THIS PAGE



EXISTING & PROPOSED  
AT&T ANTENNAS  
RAD CENTER ELEV. = 126'

EXISTING WATER TANK  
RE: NOTES ON THIS PAGE

## EXISTING EQUIPMENT REMOVING EQUIPMENT IS ITALICIZED

EQUIPMENT	TOTAL
RAD	1x6
AZIMUTH	621382258
MOUNT TYPE	1655050-BL
ANTENNAS	(1) DBXH-6558-R2M 1655050-BL 1655050-BL 1655050-BL
TMA's	(1) 1401 132 721
DIPLEXERS	
RRU's	(1) DBXH-6558-R2M 1655050-BL 1655050-BL 1655050-BL
RRU LOCATION	REMOVING ANTENNA
ADD'L EQUIPMENT	1655050-BL 1655050-BL 1655050-BL
COAX	1655050-BL 1655050-BL 1655050-BL
CABLES	1655050-BL 1655050-BL 1655050-BL

**1** EXISTING ELEVATION  
SCALE: N.T.S.

## FINAL EQUIPMENT PROPOSED EQUIPMENT IS BOLDED

EQUIPMENT	TOTAL
RAD	1x6
AZIMUTH	621382258
MOUNT TYPE	1655050-BL
ANTENNAS	(1) DBXH-6558-R2M 1655050-BL 1655050-BL 1655050-BL
TMA's	(1) 1401 132 721
DIPLEXERS	
RRU's	(1) DBXH-6558-R2M 1655050-BL 1655050-BL 1655050-BL
RRU LOCATION	REMOVING ANTENNA
ADD'L EQUIPMENT	1655050-BL 1655050-BL 1655050-BL
COAX	1655050-BL 1655050-BL 1655050-BL
CABLES	1655050-BL 1655050-BL 1655050-BL

**2** PROPOSED ELEVATION  
SCALE: N.T.S.



1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234



6300 LEGACY DRIVE  
PLANO, TX 75024



609 S. KELLY AVENUE, STE. D  
DALLAS, TX 75202  
PH: (469) 348-4400  
FAX: (469) 341-4625

REV.	DATE	DESCRIPTION	INITIALS
A	02/24/17	PRELIMINARY ISSUE	SR
0	02/24/17	FOR CONSTRUCTION	SL

NOT FOR CONSTRUCTION UNLESS  
LABELED AS CONSTRUCTION SET



03/04/17

FIRM NAME: ARIA SERVICES, INC.  
TX FIRM REG.#: F-13104  
PE# 91997 EXP: 03/31/2017

DX0250  
CORINTH (PARKRIDGE)

3011 PARKRIDGE  
CORINTH, TX 76210

SHEET TITLE  
TOWER ELEVATION

SHEET NUMBER  
**A3**



REVISIONS	DATE
ASD FOR REVIEW	05/29/15

CELERSIS PROJECT NO. 13-4565

**CELERSIS GROUP**  
CORPUS CHRISTI ENGINEERS  
2000 E. Lamar Blvd., Suite 550  
Arlington, TX 76006  
Office: 817.466.1700  
Fax: 817.460.0877  
TX Reg. # F-15992

**NOT FOR CONSTRUCTION**  
PRELIMINARY  
THIS DRAWING IS THE PROPERTY OF THE OWNER AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

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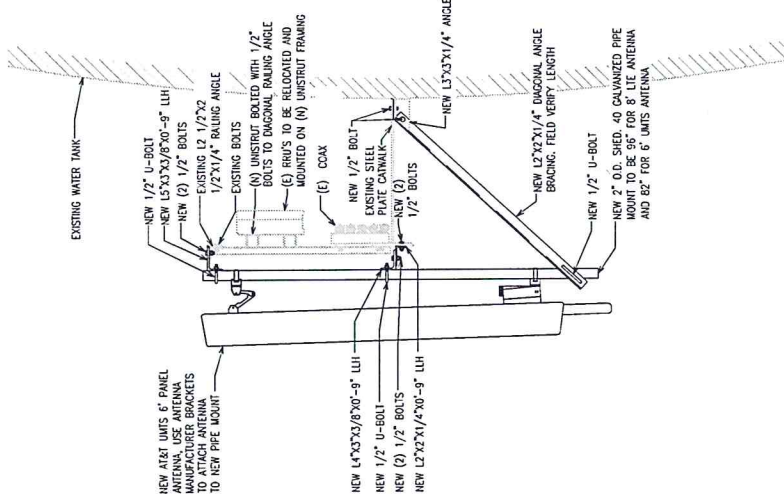
1801 VALLEY VIEW LANE  
FARMERS BRANCH, TX 75234

SITE NAME  
**CORINTH/  
PARKRIDGE**

SITE NUMBER  
**DX0250**

DRAWN BY:	
CHECKED BY:	
DATE:	05/29/15
PROJECT:	
SCALE:	1" = 12'
DATE:	
SHEET NO.:	

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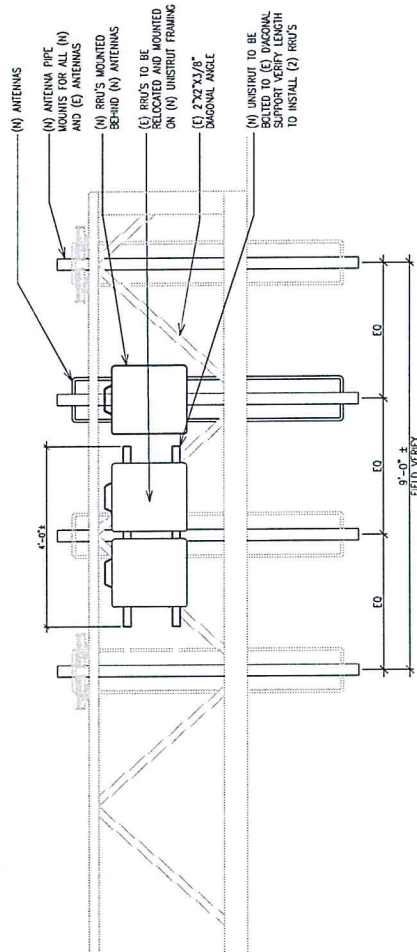


**STRUCTURAL NOTES:**

1. ALL STEEL SHALL BE ASTM A-36 HOT-DIPPED GALVANIZED AND ALL BOLTS SHALL BE ASTM A-307.
2. ALL CONNECTIONS SHALL BE SNUG-TIGHT OR INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

**GENERAL NOTES:**

1. CONTRACTOR TO ENSURE THAT TOP OF HANDRAIL REMAINS FREE FROM ANY OBSTRUCTION. CONTRACTOR SHALL ENSURE THAT ALL INSTALLED EQUIPMENT DOES NOT OBSTRUCT ANY OF THE HANDRAILS. CONTRACTOR SHALL PROVIDE ACCESS TO ALL EQUIPMENT FOR MAINTENANCE AND ACCESS TO ALL EQUIPMENT SHALL BE LIMITED TO LADDER, SAFETY CLIMB, CATWALK ACCESS, SAFETY HARNESS TIE ON POINTS, ETC.
2. WHEN WELDING TO THE TOWER CONTRACTOR SHALL REPAIR ALL WELDS IN SUCH A MANNER SO THAT NO RUSTING SHALL OCCUR AND PAINT TO MATCH TOWER.



**BUSINESS ITEM 11.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** Interlocal Agreement for Animal Shelter Services - City of Lake Dallas

**Submitted For:** Debra Walthall, Chief

**Submitted By:** Greg Wilkerson, Assistant  
Chief

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

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**AGENDA ITEM**

Consider and act on a request from the City of Corinth Police Department to approve an Interlocal Cooperation Agreement for animal shelter services with the City of Lake Dallas.

**AGENDA ITEM SUMMARY/BACKGROUND**

In 2004 the City of Corinth entered into an interlocal cooperation agreement with the City of Denton for Animal Shelter Services. In 2014, the City of Denton constructed a new facility and relocated to an area north of Highway 380. The road construction on I-35E coupled with the new location of the shelter has created a negative impact to our already limited Animal Control staff. The amount of travel time to and from the shelter has created inefficiency in our operations. The City of Lake Dallas has agreed to provide the same services to the City of Corinth and their location is significantly closer to our City limits. By entering into this agreement the City of Corinth Animal Control staff will become more efficient and be able to provide better customer service to our citizens through increased availability and shorter response times.

**RECOMMENDATION**

It is recommended that the City Council approve the proposed Interlocal Cooperation Agreement for Animal Shelter Services with the City of Lake Dallas.

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**Attachments**

LDPD Interlocal for Animal Svcs

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STATE OF TEXAS  
COUNTY OF DENTON

§  
§  
§

**INTERLOCAL COOPERATION AGREEMENT  
FOR ANIMAL SHELTER SERVICES**

This **Interlocal Cooperation Agreement for Animal Shelter Services** ("Agreement") is entered as of the Effective Date by and between the **City of Lake Dallas** ("**Lake Dallas**"), a Texas home rule municipality, and the **City of Corinth** ("**Corinth**"), a Texas home rule municipality. Lake Dallas and Corinth are referred to hereafter collectively as "Parties" and separately as "the Party."

**RECITALS**

**WHEREAS**, as a service provided for the protection of the health and safety of the residents of Lake Dallas, Lake Dallas is engaged in the services of holding and disposing of stray dogs and cats; and

**WHEREAS**, Lake Dallas is the owner of certain facilities and equipment located at 687 N Lakeview Drive, Lake Dallas, Texas (the "**Shelter**") designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use and operation of the Shelter; and

**WHEREAS**, Corinth desires to obtain from Lake Dallas impoundment and disposition services for dogs and cats for the benefit of the citizens of Corinth as more fully hereafter described; and

**WHEREAS** the Parties mutually desire this Agreement to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

**WHEREAS**, Lake Dallas and Corinth individually have the authority to perform the services described in this Agreement in accordance with Texas Government Code §791.011 (c);

**NOW, THEREFORE**, for the mutual consideration hereinafter stated, Corinth and Lake Dallas agree as follows:

**AGREEMENT**

**1. Term; Early Termination.**

- a. Term.** The initial term of this Agreement shall begin on July 1, 2017 and end on June 30, 2018. The term of this Agreement shall be extended for periods of one (1) year each beginning on June 1, 2018, and each June 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, either Party may terminate this Agreement at any time without cause by delivering written notice of termination not later than ninety (90) prior to the date of termination set forth in the notice.

- c. **Termination on Default.** A Party (the “Non-Defaulting Party”) may immediately or on a date certain terminate this Agreement by providing written notice of termination to the other Party (“the Defaulting Party”) if (1) the Non-Defaulting Party provides written notice to the Defaulting Party detailing the nature of the Defaulting Party’s non-compliance with the provisions of this Agreement (“Default Notice”) and (2) the Defaulting Party fails to correct such non-compliance on or before the thirtieth (30<sup>th</sup>) day after receipt of the Default Notice.
  - d. **Survival of Payment Obligations.** Corinth’s obligations to pay Lake Dallas for services provided to Corinth in accordance with this Agreement and any remedies afforded to Lake Dallas in the event of non-payment shall survive the termination of this Agreement.
2. **Holding of Dogs and Cats; Fees.** Lake Dallas agrees to accept and hold at the Shelter dogs and cats (collectively hereafter “**Animal**” or “**Animals**”) lawfully impounded by authorized representatives of Corinth under the following terms and conditions:
- a. **Holding Period; Disposition of Animals.** Lake Dallas agrees to hold Animals for the Standard Holding Period. For purposes of this Agreement, the “**Standard Holding Period**” shall commence on the day the Animal is delivered by Corinth to the Shelter (the “**Intake Day**”) and end at 12:01 a.m. of the day following the fifth (5<sup>th</sup>) full 24-hour day after the Intake Day. If the Animal is not reclaimed within the Standard Holding Period, title to the Animal shall revert to Lake Dallas. Subject to applicable state law, an Animal may be placed for adoption or humanely destroyed by Lake Dallas at the discretion of the Shelter staff after the Standard Holding Period has concluded for the Animal.
  - b. **Fees for Holding Impounded Animals.** Except as provided in Section 2.e., below, Corinth agrees to pay Lake Dallas an amount equal to **TWENTY-FIVE DOLLARS (\$25.00)** for each dog and **FIFTEEN DOLLARS (\$15.00)** for each cat delivered to the Shelter by Corinth (“the Holding Fee”). The Holding Fee with respect to an Animal shall be paid by Corinth regardless of how long Lake Dallas actually holds the Animal, it being the intent of the Parties that the obligation to pay the Holding Fee accrues at the time an Animal is delivered by Corinth to the Shelter and accepted by Lake Dallas.
  - c. **Certain Animals – Calculation of Fee.** In determining the amount of the fee due pursuant to Section 1.b., above, an Animal which (i) births its litter while being held at the Shelter or (ii) is nursing its litter at the time of capture and is being kept in the same cage at the Shelter with its pups or kittens, whichever is applicable, will be considered one Animal.
  - d. **Holding of Quarantine Animals.** Lake Dallas agrees to accept and hold rabid suspects in quarantine for Corinth when conditions permit and such action is authorized by a representative of Corinth.

- e. **Fees for Holding Quarantined Animals.** Corinth agrees to pay Lake Dallas a fee in the amount of **FIFTY DOLLARS (\$50.00)** for each Animal held in quarantine pursuant to Section 1.d., above (the “**Quarantine Fee**”). If Lake Dallas is required by law or court order to hold a quarantined Animal for a period longer than ten (10) complete 24-hour periods beginning at Midnight after the Intake Day, Corinth agrees to pay an additional fee of **FIVE DOLLARS (\$5.00)** for each additional day the quarantined Animal is held at the Shelter until Lake Dallas is authorized to either release or euthanize the quarantined Animal.
  - f. **Head Shipments and Rabies Testing.** Upon request of Corinth, Lake Dallas agrees to provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health. Corinth agrees to pay Lake Dallas **Two Hundred Fifty Dollars (\$250.00)**(“**Rabies Test Fee**”) for each head shipped.
- 3. **Shelter Responsibilities.** Lake Dallas agrees to provide Corinth with full access to the Animal Control Center 24 hours a day, 7 days a week for the impoundment and release of animals as necessary and to conduct any other duties as deemed necessary that are within the scope of this Agreement.
  - 4. **Due Date; Late Payments.** Corinth shall pay Lake Dallas the amount of Holding Fees, Quarantine Fees, and Rabies Test Fees not later than thirty (30) days after receipt of invoice by Corinth. Amounts not paid within said thirty (30) days shall accrue interest at the rate provided in Tex. Govt. Code §2251.025 beginning on the thirty-first (31<sup>st</sup>) day after receipt of invoice and continue accruing such interest until paid.
  - 5. **Suspension of Service.** Lake Dallas shall have the right, without notice, to suspend the provision of services pursuant to this Agreement if any amount remains past due more than sixty (60) days after the receipt of invoice by Corinth for such amounts. Lake Dallas will resume the provision of the services under this Agreement on the first business day after receipt of the past due amount plus all accrued interest.
  - 6. **Collection of Owner Fees.** In addition to the Holding Fee, Quarantine Fee, and Rabies Test Fees, Lake Dallas shall have the authority to collect impoundment, adoption, surrender, and quarantine fees from the owners of Animals received from Corinth at the same rate as charged to residents of Lake Dallas. The fees for impoundment, adoption, surrender, and quarantine will be set by Lake Dallas at the sole discretion of Lake Dallas. As of the Effective Date, the fees established by Lake Dallas are set forth in Attachment A, attached hereto and incorporated herein by reference.
  - 7. **Party Responsibility.**
    - 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 the negligent acts and/or omissions of all Lake Dallas officers, employees and agents in performance of 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 the negligent acts and/or omissions of all Corinth officers, employees and agents in performance of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of both Parties, it shall be borne by the Parties comparatively in accordance with the laws of the State of Texas.
- d. **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. **Miscellaneous.**

- a. **Payment from Current Revenues.** Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.
- b. **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: City Manager

With Copy to:

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

To Corinth:

City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Attn: City Manager

With Copy to:

Andy Messer  
Messer, Rockefeller, & Fort, PLLC  
6371 Preston Rd., Suite 200  
Frisco, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

- c. **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.
- d. **Responsibility.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.
- e. **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.
- f. **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.
- g. **Exhibits; Recitals.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and

foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

- h. Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.
- i. 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.
- j. 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.
- k. 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.
- l. 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 respective 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.
- m. 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.
- n. Authorized Signatories.** The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.



- o. Effective Date.** This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties (“the Effective Date”).

(Signatures on Following Pages)

*City of Corinth Signature Page*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF CORINTH, TEXAS**

BY: \_\_\_\_\_  
BILL HEIDEMANN, MAYOR

BY: \_\_\_\_\_  
BOB HART, CITY MANAGER

**ATTEST:**  
**KIMBERLY PENCE, CITY SECRETARY**

BY: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**  
**MACK REINWAND, CITY ATTORNEY**

BY: \_\_\_\_\_

*City of Lake Dallas Signature Page*

**SIGNED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LAKE DALLAS**

By: \_\_\_\_\_  
Matthew Shaffstall, City Manager

ATTEST

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

APPROVED AS TO FORM

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

**Exhibit "A"**  
**Fee Schedule as of Initial Term**

**Fee Charged Based Class of Animal**

<b>Animal Class Categories</b>	<b>Class A  Cats, Dogs</b>	<b>Class B  Goats, Sheep, Calves, Colts</b>	<b>Class C  Horse, Cows, Bulls, Swine, Deer, Mules, Donkeys</b>	<b>Class D  Prohibited, exotic, or wild animals</b>
<b>Daily Care &amp; Handling</b>	\$5 per day	\$15 per day	\$25 per day	\$50 per day
<b>1st reclaim</b>	\$25	\$35	\$50	\$150
<b>2nd reclaim</b>	\$50	\$60	\$75	\$200
<b>3rd reclaim</b>	\$75	\$100	\$175	\$275
 <b>Adoption</b>				
<b>Adoption</b>	\$65			
<i>Includes adoption fee and microchip fees</i>				
<i>*New owner responsible for rabies vaccination and Spay &amp; Neuter costs</i>				
 <b>Surrender</b>				
<b>Release of Animal Control</b>	\$35			
<b>Euthanasia</b>	\$50			
 <b>Quarantine</b>				
<b>Quarantine Control</b>	\$75			
<b>Quarantine Daily Care &amp; Handling</b>	\$10			
 <b>Rabies Testing</b>	 \$50			

\*Rates set by the City of Lake Dallas Fee Schedule and are subject to change at the sole discretion of the Lake Dallas City Council and subject to change.

**BUSINESS ITEM 12.**

**City Council Regular and Workshop Session**

**Meeting Date:** 06/15/2017

**Title:** Interlocal Agreement for Holding Facility Services - Town of Little Elm

**Submitted For:** Debra Walthall, Chief

**Submitted By:** Greg Wilkerson, Assistant Chief

**Finance Review:** Yes

**Legal Review:** Yes

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

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**AGENDA ITEM**

Consider and act on an Interlocal Agreement for Holding Facility Services with the Town of Little Elm.

**AGENDA ITEM SUMMARY/BACKGROUND**

In 2010, The City of Corinth Police Department was notified by the Denton County Sheriff's Office that their jail was overcrowded and that they would no longer house prisoners for Class C misdemeanor offenses. This practice prohibited CPD from arresting violators for outstanding warrants and on-view Class C offenses.

In June of 2014, The City of Corinth entered into an interlocal agreement for with the Town of Flower Mound for holding facility services. The Flower Mound jail is now closed for renovation and the current interlocal agreement will expire May 31, 2017.

The Town of Little Elm has recently agreed to provide holding facility services to the City of Corinth. The distance from the City of Corinth to the Town of Little Elm jail is closer than the Flower Mound jail and would be more convenient and efficient for our police officers to utilize. In addition, the rates to provide these services are more cost effective.

**RECOMMENDATION**

It is recommended that the City Council approve the Interlocal Agreement between the Town of Little Elm and the City of Corinth for holding facility services.

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**Fiscal Impact**

**Source of Funding:** General Fund

**FINANCIAL SUMMARY:**

\$15,000 is currently allocated in the FY 2017-2018 budget for this expenditure.

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**Attachments**

ILA Holding Facility

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**Town of Little Elm, Texas  
Standard Contract for Services**

**Jail Services City of Corinth – Class C Misdemeanor Municipal Warrants**

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the “Town”) and the City of Corinth., (hereinafter referred to as the “City of Corinth”) for Jail Services, (hereinafter referred to as the “Service”). (Town and The City of Corinth referred to hereafter collectively as “the Parties” or separately as “Party”). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Corinth hereby agree as follows:

---

- 1. SCOPE OF SERVICES.** The Services to be performed are specified below. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
  - 1.1** Jail Services provided by the Town to The City of Corinth for Class C Misdemeanor Municipal Warrants shall be at a rate of \$50.00 per prisoner for the first twenty-four (24) hours after the prisoner has completed the booking process and placed in a cell in the Town’s jail unless, by the order of the City of Corinth Municipal Court Judge, the prisoner is required to layout any and all fine amounts. Any time served by a prisoner beyond the initial twenty-four (24) hour period after booking will incur an additional charge of \$25.00 per day for that prisoner. The rate paid by the City of Corinth includes temporary housing for a prisoner, safeguarding a prisoner’s personal property, providing meals to a prisoner, jail uniforms to prisoners (when appropriate) and 24 hour monitoring of prisoners.
  - 1.2** Transportation of City of Corinth’s prisoners shall be provided by the City of Corinth to the Town of Little Elm Jail.
  - 1.3** Prisoner arraignment shall be the responsibility of the City of Corinth Municipal Court Judge or the Judge’s designee. All cost associated with arraignment will be the responsibility of the City of Corinth.
  - 1.4** The City of Corinth will be responsible for collecting payment and processing fine/bond receipts associated with all of the City of Corinth’s prisoners.
- 2. SCHEDULE OF WORK.** The Town agrees to begin services beginning July 1, 2017.

3. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from the date listed above. All pricing is to remain firm during this contract period. This Agreement is renewable for up two (2) additional one-year terms on an annual basis.
4. **COMPENSATION.** The Town's compensation for services and expenses to be incurred is specified in Section 1.
5. **PAYMENTS.** Payments for services provided by the Town are due monthly and shall be paid not later than thirty (30) days after the City's receipt of an invoice provided from the Town. The Town will provide detailed report / invoice for services rendered the prior month.
6. **INVOICING.** All invoices shall be submitted to the City of Corinth as follows:

Attention:	Chris Rodriguez
Address:	3300 Corinth Parkway
City, State, Zip:	Corinth, TX 76208

7. **INDEMNIFICATION AND PARTY LIABILITY.**

7.1. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

7.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTY NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

**7.3** EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

**8. TERMINATION OF CONTRACT.** The Town or City of Corinth may terminate this Agreement upon thirty (30) days written notice to the other Party.

**9. NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the City of Corinth, the Town and the City of Corinth agree to submit such disagreement to non-binding mediation in accordance with the Governmental Dispute Resolution Act (Chapter 2009, Texas Government Code) before pursuing any other legal remedy.

**10. ENTIRE CONTRACT.** This Agreement is the entire contract between the Town and the City of Corinth concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.

**11. NOTICES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

If to Town:

Town of Little Elm

Dawn Berry, CPPB

Purchasing Agent

100 W. Eldorado

Little Elm, TX 75068

[Contracts@littleelm.org](mailto:Contracts@littleelm.org)

If to City of Corinth:

City of Corinth

Mr. Bob Hart

City Manager

3300 Corinth Parkway

Corinth, TX 76208

**12. LEGAL CONSTRUCTION.** If any one or more of the provision contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respects by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.



13. **GOVERNING LAW.** The validity of this Agreement and any of its term or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be in a state court of competent jurisdiction located in Denton County, Texas.
14. **ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior consent of the other Party.
15. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.
16. **INTERLOCAL COOPERATION AGREEMENT; CURRENT FUNDS.** This Agreement constitutes and interlocal agreement between parties pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) relating to a governmental function. In paying for any obligations pursuant to this Agreement, the paying party must make those payments from current funds available to the paying Party.
17. **COUNTERPARTS.** This agreement may be signed in multiple counters, each of which shall be deemed to be an original.
18. **EFFECTIVE DATE.** This Agreement shall be effective on the date indicated above once it is signed by authorized representatives of the Town and the City of Corinth below.

(signatures on following page)

**SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2017.**

**TOWN OF LITTLE ELM**

**By:**

\_\_\_\_\_  
Matt Mueller, Town Manager

**ATTEST:**

\_\_\_\_\_  
Kathy Phillips, Town Secretary

**SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2017.**

**CITY OF CORINTH**

**By:**

\_\_\_\_\_  
Bob Hart, City Manager

**ATTEST:**

\_\_\_\_\_

Kim Pence, City Secretary