

NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING A WORKSHOP SESSION OF THE CITY OF CORINTH Thursday, May 18, 2017, 5:30 P.M. CITY HALL - 3300 CORINTH PARKWAY

CALL TO ORDER:

5:30 p.m. WORKSHOP BUSINESS AGENDA

- 1. Hold a discussion and provide staff direction on a Right-of-Way Management Ordinance for the City of Corinth, Texas.
- 2. 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:

7:00 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"

PROCLAMATION: Proclaiming May 19, 2017 as "Put on Purple Day" for Lupus Awareness.

PROCLAMATION: Lake Dallas ISD Student Council Award

CONSENT AGENDA

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

- 1. Consider and act on minutes from the March 16, 2017 Workshop Session.
- 2. Consider and act on minutes from the March 30, 2017 Special Session.

- 3. Consider and act on minutes from the April 6, 2017 Workshop Session.
- 4. Consider and act on minutes from the April 6, 2017 Regular Session.
- 5. Consider and act on minutes from the April 20, 2017 Workshop Session.
- 6. Consider and act on the site plan for Corinth First Baptist Church on property legally described as First Baptist Church Addition Block A, Lot 1 zoned SF-4 Single Family Residential in the City of Corinth, Denton County, Texas and having a physical address of 3033 Meadowview Drive.
- 7. Consider and act on an Interlocal Cooperation Agreement for Shared Governance communications and Dispatch Services System with Denton County.
- 8. Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County.
- 9. Consider and act on renewal of the Interlocal Agreement between Corinth and the Lake Dallas Independent School District for bussing services for Summer Camp participants.
- 10. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Crownover Middle School in Corinth. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.
- 11. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Myers Middle School in Shady Shores. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.
- 12. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Lake Dallas Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Lake Dallas High School in Corinth. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.
- 13. Consider and act on a request from the City of Corinth Technology Services Department and the Corinth Police Department to approve an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance for the 2017-2018 Fiscal Year with the Denton County Department of Technology Services.
- 14. Consider and act on a request from the Police Department to approve an Interlocal Cooperation Agreement with the Denton County Sheriff's Office for Shared Governance Communications and Dispatch Services for the 2017-2018 Fiscal Year.
- 15. Consider and act on a Resolution approving a negotiated settlement between the Atmos Steering Committee and Atmos Energy Corp, Mid-Tex Division regarding the company's 2017 Rate Review Mechanism filings.

CITIZENS COMMENTS

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

PUBLIC HEARING

16. PUBLIC HEARING: To hear public opinion regarding a request from the property owner and applicant, Ramona Osburn, Senior Vice President at Texas Health Resources Behavioral Health, for a zoning change through an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, and a portion of Planned Development Ordinance No. 99-03-18-05, as amended, by amending the zoning to Planned Development C-2 Commercial District and adding "Hospital" as a Permitted Use on Lot 1, Block A, Corinth Medical Center Addition being 5.00 acres in the City of Corinth, Denton County, Texas.

BUSINESS: Consider and act on an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, and a portion of Planned Development Ordinance No. 99-03-18-05, as amended, by amending the zoning to Planned Development C-2 Commercial District and adding "Hospital" as a Permitted Use on Lot 1, Block A, Corinth Medical Center Addition being 5.00 acres in the City of Corinth, Denton County, Texas.

BUSINESS AGENDA

- 17. Consider and act on an Interlocal Agreement for Holding Facility Services with the Town of Little Elm.
- 18. Consider adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

<u>Section 551.071.</u> (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. Planned Development conditions and Land Use.

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 acquisitions.

<u>Section 551.074.</u> 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.

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

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

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

ADJOURN:

Posted this 15 day of May, 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:	05/18/2017		
Title:	Right of Way Management Ordinance		
Submitted For:	Bob Hart, City Manager	Submitted By:	Kim Pence, City Secretary
Finance Review:	N/A	Legal Review:	Yes
City Manager Review:	Approval: Bob Hart, City Manager		

AGENDA ITEM

a. a

Hold a discussion and provide staff direction on a Right-of-Way Management Ordinance for the City of Corinth, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

Pursuant to our City Charter and the Texas Utilities Code the City of Corinth has the control and jurisdiction of public streets and other right-of-way of the City, with the right to regulate or prohibit the location of pipes, cables, lines wires, or other facilities and equipment that create distributed area networks within the right-of-way.

Without proper regulation, the placement of such facilities within the right-of-way will conflict with the primary uses of the right-of-way and will reduce the efficient use of limited space for facilities.

In accordance with applicable federal law, including but not limited to 47 U.S.C. §253(c) and state laws, including but not limited to Tex. Util. Code §14.008 and §54.205, and article 1175(2), V.T.C.S., the City seeks to exercise its historical rights to control and manage its rights-of-way; and implement certain police power regulations in the use of those rights-of-way, all in accordance with the Texas Local Government Code §283.056.

Cities in the North Texas area that are experiencing bursts of development realized early in their growth window or are realizing almost too late in their growth window the need for a Right-of-Way Management Ordinance. As early as 2002 the City of Corinth began researching the idea of implementation of a Right-of-Way Ordinance and the impacts a right-of-way ordinance would have if implemented and managed to the maximum benefit of the City. At that time the pace of growth in Corinth was slowing down and the input received from other cities with Right-of-Way Ordinances in place indicated Corinth did not have adequate staff to implement the ordinance and manage it to achieve its' fullest potential. The issue was revisited in 2006 and the conclusion of implementation and management had not changed.

Now, in 2017 as technology has progressed and the age of instant gratification is taking hold, utility and telecommunication companies are diversifying their methods for delivery of their services. That diversification presents potential challenges for cities and counties to protect its' assets (right-of-ways) as well as the public.

Recently TML addressed this issue during a Public Works Council Meeting and advised cities and counties to take proactive measures to exercise their rights to manage their right-of-way (Right-of-Way Ordinance). Our city attorney's office, Messer, Rockefeller, Fort Municipal Law Firm has recently experienced some of the challenges cities are facing while representing them as they have been impacted by this new technology and methods of collection and delivery by telecommunication companies.

The city is in a better position if we manage our rights-of-way rather than defend our rights-of-ways; better to be proactive than reactive.

RECOMMENDATION

Ordinance

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ADOPTING A RIGHT-OF-WAY MANAGEMENT **ORDINANCE TO THE CITY CODE OF ORDINANCES; ESTABLISHING** REGULATIONS FOR CONSTRUCTION, PLACEMENT, AND **EXCAVATION IN RIGHTS-OF-WAY AND PUBLIC EASEMENTS;** AMENDING THE MASTER FEE SCHEDULE TO ADOPT FEES FOR THE ADMINISTRATION OF THE RIGHT-OF-WAY MANAGEMENT **ORDINANCE;** AMENDING OR REPEALING CONFLICTING **ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING** A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY OF FINE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Corinth is a Home-Rule Municipality located in Denton County created in accordance with provisions of the Texas Local Government Code and operating pursuant to the legislation of the State of Texas ("City"); and

WHEREAS, the City is charged with maintaining control of and access to the right-of-way in order to protect the public health, safety, and welfare; and

WHEREAS, the City Council of the City (the "City Council") has determined that excavations in city streets may significantly interfere with the public use of the streets and resulting in negative impact to public safety, air quality, level of service on streets and sidewalks, and aesthetics of the community; and

WHEREAS, the City Council finds excavations in paved streets significantly degrades and shortens the life of the surface of the streets, and increase the frequency and cost to the public of requisite resurfacing, maintenance, and repair; and

WHEREAS, the City Council has determined that substantial public funds have been invested to build, maintain and repair the City streets and utilities and the City holds these streets and utilities as an asset in trust for its citizens; and

WHEREAS, it is desirable to adopt regulations to protect the structural integrity of City streets and safeguard the value of the public investment of the benefit of City residents by providing incentives to reduce the number of excavations in City streets, which will also reduce the number of service disruptions and excavations; and

WHEREAS, the City Council has determined that adoption of a right-of-way ordinance will comply with and promote the regulations in Chapter 283 of the Texas Local Government Code pertaining to Certificated Telecommunications Providers as well as the Texas Utilities Code; and

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

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<u>SECTION 1: Findings Incorporated</u>. The findings set forth above are incorporated as if fully set forth herein.

SECTION 2: Addition of Chapter 95, Sections 221-402 (Right-of-Way Management) to Chapter 95 (Streets and Sidewalks) of the Code of Ordinances of the City of Corinth, Texas. The Code of Ordinances of the City of Corinth, Texas, is hereby amended by the addition of Sections 221-402 Right-of-Way Management to Chapter 95 Streets and Sidewalks to read in its entirety as follows:

CHAPTER 95 STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

ARTICLE VII RIGHT-OF-WAY MANAGEMENT

DIVISION 1 STANDARDS

Sec. 95-221 Thoroughfare and circulation design standards

Ordinances concerning the establishment of engineering design standards and construction design requirements in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

Sec. 95-222 Construction standards for paving and drainage facilities

Ordinances concerning general construction standards for paving and drainage facilities, in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

Sec. 95-223 Exclusive control of streets

No entity, including other political subdivisions of the state, may extend a street into the city's corporate limits or connect a street to an existing city street without the prior written approval of the city council. This section shall not apply to any state or federal designated roadways or the city's construction of or improvements to the city's own roadways. This section also shall not apply to existing roads being rebuilt, expanded or realigned by another city with city financial participation as defined in a council approved interlocal agreement with that other city.

(a) <u>Application to extend street or connect to existing city street</u>. To be eligible for city council approval for the extension of a street into the city's corporate limits or connection to an existing city street (the "proposed street(s) and/or connection(s)") an application must first be filed with the City Manager. The following shall be attached to or incorporated within the application:

(1) A schematic showing the proposed street(s) and/or connection(s);

(2) A schematic showing at least one alternative route for the proposed street(s) and/or connection(s);

(3) A summary explaining why the proposed street(s) and/or connection(s) is needed and will benefit the city and the region;

- (4) A statement of the method by which the applicant shall:
 - a. Coordinate public and private investment in the proposed street(s) and/or connection(s);
 - b. Minimize conflicts between land uses;
 - c. Influence and manage the development of property that would foreseeably use the proposed street(s) and/or connection(s);
 - d. Increase the benefits and cost-effectiveness of the public investments;
 - e. Predict infrastructure and service needs in advance of demand; and
 - f. Ensure that adequate community facilities and public infrastructure are available and located to best serve the needs of the city and the region.

(5) Complete engineering plans for the design and construction of the proposed street(s) and/or connection(s), in accordance with the requirements of all city ordinances;

(6) A study, which demonstrates, to city council's satisfaction, that the proposed street(s) and/or connection(s) will not adversely affect the health, safety and general welfare of the citizens of the city and will provide reasonable protection to properties within the city that will be impacted by the additional traffic projected to come into the city by virtue of the proposed street(s) and/or connection(s). This study shall consider and discuss the impact of the proposed street(s) and/or connection(s) at the date of application, through the construction phases, up until the ultimate build-out of both private and public development in the area;

(7) A traffic impact study, prepared by a licensed professional engineer in the State of Texas, shall determine the effect that the of street(s) and/or connection(s) into the city's transportation system will have on the city's existing and planned streets, including, but not limited to, the projected level of service that will occur on city streets and intersections, the mobility and access of traffic on the city streets, any bottleneck considerations, whether the projected traffic is consistent with adjacent land uses through which traffic will

pass, and whether the projected traffic is consistent with the city's comprehensive plan. These impacts must be quantified. The traffic impact study shall also include an arterial and intersection analysis;

(8) Payment of the application fee, which shall be the same as the amount required for a planned development zoning change. The applicant shall also deposit with the city \$10,000.00 to be used for direct and indirect expenses in reviewing the application. Any of those deposited funds not expended for review shall be refunded to the applicant after city council has made a final decision relating to the application;

(9) Any other information that the City Manager or his/her designee deems necessary.

(b) <u>Incomplete applications</u>. Any application that does not provide all of the required information or documents as set forth in this section, shall be deemed incomplete and returned to the applicant. Rights under V.T.C.A., Local Government Code sec. 245 shall not vest for any incomplete application that is returned. If the applicant resubmits the application with/without additional information, that resubmitted application shall be treated as a completely new application.

(c) <u>Staff review</u>. Within 30 business days of receiving a complete application and before the application may be placed on any planning and zoning commission or city council agenda for consideration, the City Manager or his/her designee shall hold a staff review conference with the applicant, where the city may ask for additional information from the applicant regarding the proposed street(s) or connection(s). Within 30 additional business days of receiving all of the additional information requested at the staff review conference, the City Manager or his/her designee shall place the application on an agenda for the next planning and zoning commission meeting. The City Manager or his/her designee shall also prepare a written report that advises planning and zoning commission and city council about any concerns he/she may have regarding the application and the proposed street(s) and/or connection(s).

(d) <u>Public hearing</u>. The planning and zoning commission and the city council shall consider the application in a public hearing after publishing notice as required for zoning cases. The planning and zoning commission will recommend and the city council will determine whether the proposed street(s) and/or connection(s) promote the general health, safety, and welfare of the citizens of the City of Corinth. In making this determination, the planning and zoning commission and the city council may consider all of the information incorporated in or attached to the application as well as the impact that the proposed street(s) and/or connection(s) would have on traffic, mobility, land uses, property values, the city's transportation system, the city's budget, the comprehensive plan, the thoroughfare plan, and any other information the planning and zoning commission and/or the city council may approve or reject the application as submitted. The city shall not approve a proposed street or connection until sufficient remedial measures have been provided

for by the applicant to address the impacts that the proposed street(s) and/or connection(s) will have on the city's transportation system. Such remedial measures are listed in subsection (e)(3). Remedial measures shall not be required for city-sponsored or city-initiated projects relating to the construction or improvement of the city's own roads.

(e) <u>Remedial payments and mitigation</u>.

(1) Pursuant to the city's police powers existing under state law and consistent with the Texas Constitution, Article XI, sec. 5, the applicant shall provide sufficient funds or contributions to offset the impact directly attributable and roughly proportional to the proposed street(s) and/or connection(s).

(2) The city may require the execution of a development agreement setting forth any and all remedial measures by the city.

(3) Remedial measures may include, but are not limited to:

a. The applicant's payment of funds necessary for the city to upgrade its existing city streets to handle the adverse impacts caused by the proposed street(s) and/or connection(s) on the city's transportation system. This may include capacity improvements to existing roadways located within the city; and

b. The applicant's acquisition of right-of-way (at their own cost) on streets already existing in the city in order to accommodate the additional traffic generated by the proposed street(s) and/or connection(s); and

c. The applicant's installation (at their own cost) of traffic signals, signs, and other traffic control devices for movement and safety of traffic when such signals, signs, and traffic control devices are necessitated by and attributable to the proposed street(s) and/or connection(s).

(4) The applicant shall be required to reimburse the city for any and all costs and expenses relating to required dedications, capacity improvements, roadway improvements such as turn lanes and signal timings, when such costs and expenses are necessitated by and attributable to the proposed street(s) and/or connection(s).

(5) The applicant shall be responsible for the construction of any extension, modification, and/or completion of city streets shown on the thoroughfare plan, when such extension, modification, and/or completion are necessitated by and attributable to the proposed street(s) and/or connection(s). If such construction is deemed impractical by the city, then the applicant shall provide sufficient

escrow funds to the city in lieu of the construction, modification, and/or completion of such city streets.

(f) <u>Engineering and permitting after approval</u>. If city council approves the application, no proposed street(s) and/or connection(s) may be constructed unless the applicant gets approval of their engineering plans by the City Manager or his/her designee. The applicant shall schedule a preconstruction meeting with the City Manager or his/her designee. The City Manager or his/her designee shall approve the engineering plans if:

(1) The applicant submits to the city plans and schematics that show that the proposed street(s) and/or connection(s) shall be constructed in accordance with the City Design Manual, and all other applicable codes and ordinances of the city, from the point of touching the existing roadway to the city limits or the end of the radius of the curb return outside the city, whichever is further; and

(2) The applicant submits to the city plans and schematics that show that the proposed street(s) and/or connection(s) will include the required paving, curbs, and gutters, for the entire length and width of the proposed street(s) and/or connection(s); and

(3) The applicant pays an inspection deposit equal to 3% of construction cost to pay for the city's cost of inspecting the construction of the proposed street(s) and/or connection(s). Inspection of construction shall be at an hourly rate shown in the current professional engineering services contract. The inspection deposit shall be used to pay for inspection of construction. Any funds not expended shall be refunded to the applicant after the street and/or connection is approved and accepted by the city. Any additional fees shall be the responsibility of the applicant. Streets and connections that will have to be maintained by the city upon completion shall be subject to the same inspection fees as defined in the subdivision ordinance; and

(4) The applicant submits to the city a good and sufficient maintenance bond with a reputable and solvent corporate surety registered with the State of Texas, in favor of the city, to indemnify the city against any repairs, which may become necessary to any part of the construction work performed in connection with the proposed street(s) and connection(s), arising from defective workmanship or materials used therein. The maintenance bond shall cover a full period of two years from the date of final acceptance of the entire project relating to the proposed street(s) and/or connection(s). The bond shall cover 100 percent of the value of the work to be done in constructing the proposed street(s) and/or connection(s). Final acceptance by the city will be withheld until said maintenance bond is furnished to the city attorney for approval.

(g) <u>Final approval rights</u>. Upon completion of construction of the proposed street(s) and/or connection(s) ("the project"), the applicant shall submit as-built drawings to

the city. The city shall then inspect the project, and shall have the right to reject the project if the construction fails to meet the requirements set forth in this section and any related development agreements adopted pursuant to this section. The city shall not unreasonably withhold approval and acceptance of the project.

DIVISION 2 RIGHT-OF-WAY MANAGEMENT

Sec. 95-241 Administration

The City Manager, or his/her designee, shall appoint a right-of-way manager, who is the principal city official responsible for the administration of the right-of-way, right-of-way permits, the regulation of same and ordinances related thereto. The right-of-way manager may delegate any or all of the duties hereunder. The right-of-way manager shall have the duties, responsibilities and authority as specified for the right-of-way manager stated herein.

Sec. 95-242 Definitions

The following definitions apply in this article. The terms, phrases, words, abbreviations and their derivations shall have the same meanings herein. When not inconsistent with the context words used in the present tense include the future; words in plural number include the singular number, and words in the singular include the plural. The word "shall" is mandatory and not merely permissive.

<u>Abandoned facilities</u> means facilities no longer in service or physically disconnected from the operating facilities, or from any other facilities, or from any other facilities that are in use or that still carry service.

<u>Administration fee</u> means the fee charged by the city to recover its costs incurred for right-ofway management; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration improvements; determining the adequacy of the right-of-way restoration; revoking right-of-way permits and other costs the city may incur in implementing the provisions of this article.

<u>Applicant</u> means an owner or authorized agent of an owner, who submits an application for a permit under the provisions of this article.

<u>Area of influence</u> means that area around a utility excavation where the pavement and sub-grade is impacted by the excavation and is subject to more rapid deterioration due to the trench excavation.

Backfill means the following:

- (1) The placement of new dirt, fill, or other material to refill an excavation; or
- (2) The return of excavated dirt, fill or other material to an excavation.
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<u>Certificated Telecommunications Provider or "CTP"</u> means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the Texas Public Utility Commission or "PUC" to offer local exchange telephone service or a person who provides voice service as defined by V.T.C.A., Local Government Code ch. 283 or "the Act".

<u>City</u> means the City of Corinth, Texas and the city's officers and employees.

<u>*City project*</u> means the construction, location, maintenance, relocation, alteration, improvement, repair, removal or other work performed by the city, or its designee, in the public right-of-way or on any city utilities or city facilities.

City utilities means any water, sewer or drainage line or services owned and operated by the city.

Compaction refers to consolidating backfill material in a trench to prevent future settlement.

Comprehensive plan means the city's comprehensive plan, as it exists or may be amended.

<u>Construction</u> means boring, the breaking of pavement, or the installation, modification, upgrade, maintenance, removal, or similar activities, within the right-of-way. The definition includes, but is not limited to, providing primary service, restoration, or maintenance of existing facilities within the right-of-way.

Contractor means any public or private person, subcontractor or organization, other than the city.

<u>Day</u> means business day unless otherwise specified.

<u>Department</u> means the city department of public works or a successor department that is responsible for management of the right-of-way and roadway infrastructure.

<u>Emergency operations</u> are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address or prevent an immediate service interruption. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

<u>Excavation</u> means any activity that removes or otherwise disturbs soil, pavement, driveways, curbs, or sidewalks in the right-of-way and does not include landscaping activity unless the activity removes or disturbs the paved portion of the right-of-way.

Facilities means the equipment, and property, including but not limited to, lines, poles, mains, pipes, conduits, ducts, cables, valves, manholes, handholes and wires located under, on, or above the surface of the ground within the right-of-way, and related facilities and equipment used or useful for the provision of utility services.

<u>FCC</u> means the Federal Communications Commission.

Governing body means the mayor and the city council of the City of Corinth, Texas.

<u>Governmental entity</u> means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the state or of any other state of the United States and any agency or instrumentality of the state or of any other state of the United States.

Holiday shall refer to days in which city offices are closed in observance of a holiday.

<u>Main line</u> shall refer to lines other than service connections used to convey the right-of-way user's product.

<u>Major project</u> means any project, which includes 300 or more linear feet of excavation or any excavation under pavement.

<u>Pavement</u> shall refer to streets containing Portland cement, asphalt, brick or other rigid or semirigid material that covers the surface of a street and their underlying subgrade and base.

Permit means a permit issued under this article authorizing excavation in the right-of-way.

<u>*Permittee*</u> means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

<u>Perpendicular excavations</u> means any trench with a centerline that when projected toward the centerline of the street, the two lines intersect at an angle of 90 degrees.

<u>*Person*</u> means any person, company, partnership, contractor, subcontractor, agency or other public or private entity, excepting the city.

<u>Public inconvenience penalty</u> shall refer to a penalty assessed to the right-of-way user who denies the public the use of public property for a time period greater than allowed by this article.

<u>PUCT</u> means the Public Utility Commission of Texas.

<u>*Registration*</u> means the annual application process of the right-of-way user to use any portion of the right-of-way.

<u>*Registration certificate*</u> shall refer to the document provided by the city, annually, upon approval of the application for registration.

<u>*Repair*</u> means the temporary or permanent construction work necessary to make the right-of-way useable.

<u>Repair area</u> means that area around excavation where the pavement and subgrade is impacted by an excavation.

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<u>Restoration</u> means the process by which an excavated right-of-way and surrounding area, including, but not limited to, pavement and foundation structures, ground cover, landscaping, and monuments are returned to the same condition, or better than that which existed before the commencement of the work.

<u>*Resurfacing*</u> means any repaying, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

<u>*Right-of-way or public right-of-way*</u> means the surface of, and the space above and below, any street, road, highway, freeway, tollway, lane, path, drainageway, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, fire lane or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include, but not be limited to, all easements now held, or hereafter held, by the city, but shall specifically excludes private property.

<u>*Right-of-way manager*</u> means the right-of-way manager of the city, or his designee.

<u>*Right-of-way user*</u> means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or installing, constructing, maintaining, or repairing facilities thereon, including, but not limited to, landowners and service providers.

<u>Routine service operation</u> means a work activity that makes no material change to the facilities and does not disrupt traffic.

<u>Service</u> means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, Internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

<u>Service connection</u> shall refer to the line that serves no more than two individual customers or two meter banks.

<u>Street</u> means the paved portion of the right-of-way, whether fee or easement, that has been constructed, reconstructed, or resurfaced with concrete or asphalt or some other surface.

<u>Surface mounted markers</u> refers to any sign, post or other marker, which rises above the surface of the ground to show the location of an underground utility.

<u>Thoroughfare</u> means all roadways and streets classified on the city's comprehensive plan, as it exists or may be amended, including but not limited to as a highway, tollway, major thoroughfare, minor thoroughfare, major collector, minor collector or local collector.

<u>*TMUTCD*</u> means the Texas Manual on Uniform Traffic Control Devices, as it exists or may be amended.

<u>*Traffic control representative*</u> shall refer to the designated representative of the right-of-way user who is responsible for work zone safety and compliance with TMUTCD. The right-of-way user shall ensure such person has adequate training, knowledge and authority to perform the responsibilities listed above.

<u>*Trench*</u> shall refer to excavation deeper than 12 inches. This shall include linear trenches, holes, pits and etc.

<u>Underground Facility Damage Protection Safety Act</u> shall refer to the V.T.C.A., Utilities Code sec. 251.001 et seq. as it exists or may be amended.

<u>Utility</u> means any privately or publicly owned entity which uses right-of-way to furnish the public any general public service, including, without limitation, sanitary sewer, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way. Poles are regulated herein only as specifically set forth in this article.

<u>White lining</u> means marking the excavation site with white washable marking paint or flags prior to requesting a utility location in order to further identify the site.

Sec. 95-243 Utility coordinator

Each utility and right-of-way user shall name a utility coordinator who shall be the representative and point of contact for all communications from the city and who shall meet with the right-of-way manager when so requested.

Sec. 95-244 Field utility coordination

(a) The right-of-way user shall notify the department at each of the following times during a project:

- (1) Forty-eight hours before the start of construction;
- (2) Upon completion of the initial backfill; and
- (3) Upon completion of the project.

The right-of-way user shall make a request for a utility locate in compliance with the Underground Facility Damage Prevention and Safety Act.

(b) The use of markers, stakes, poles, barricades or other devices shall be used in such a way to avoid damage to adjoining property. The use of "nonwashable" markers is prohibited.

(c) Compliance with the Texas Utilities Code, as amended, is required at all times.

(d) All barricades, plates, cones, traffic directional equipment and all other traffic control devices owned, leased or used by the right-of-way user and used on or near any excavation shall be clearly and visibly marked with the name of the permittee and/or right-of-way user or subcontractor, as applicable, at all times such equipment is used on or near the right-of-way. An exception to the marking requirement may be made in the sole discretion of the right-of-way manager in the event the traffic control equipment is not owned by the permittee or right-of-way user.

Sec. 95-245 Maps and records of registrants

(a) Within 30 days of passage of this article, each right-of-way user shall provide the city an accurate map of their service area. The map shall be in electronic format overlaid over the Denton County and North Central Texas Council of Governments digital map, as applicable. In dual coverage areas, the city may request additional information to enable identification of right-of-way users.

(b) Each right-of-way user must maintain accurate maps and records of its facilities. If available, the city's road network may be provided in digital format upon request. The right-of-way user is encouraged to maintain their system maps geo-referenced to the city's geodetic network, which is on the Denton County digital map or the North Central Texas Council of Governments digital map, as applicable. The map should include true bearings and distances to the nearest established street lines and official monuments, which shall be accurately described on the map. The right-of-way user will provide the city with digital information within 90 days of a request for maps from the city for any user with less than 50 miles of utilities within the city. All other right-of-way users shall provide the digital information within one year of the request. Thereafter, the data is to be provided to the city on an annual basis by January 1.

(c) If the maps and records submitted in response to any request by or requirement of the city include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the city and its agents, employees, or other representatives may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its maps and records as confidential or as trade secrets.

Sec. 95-246 Notice

Notice for purposes of this article shall be made to the city via electronic message (e-mail), overnight courier (generally used carrier with tracing available) or hand delivery with signed receipt, facsimile to the department, or United States mail return receipt required.

Sec. 95-247 Registration

(a) Nothing in this section relieves a right-of-way user and/or utility from obtaining a permit under this article to perform work in the right-of-way.

(b) In order to protect the public health, safety, and welfare, a utility maintaining or operating existing facilities in the right-of-way must register with the right-of-way manager in accordance with the following requirements:

(1) The registration must be on a form furnished by the right-of-way manager and made in the name of the right-of-way user that owns the facilities.

(2) Registration expires December 31 of the following year after the first registration occurs. If the utility fails to renew registration by that date, the city will send by certified mail a notice of noncompliance to the address listed on the registration. If the utility fails to renew registration within 30 calendar days after the date of sending the notification, the facilities of the utility will be deemed to have been legally abandoned.

(3) If information provided as part of the registration changes, the utility must inform the right-of-way manager, in writing, not more than 30 days after the date the change occurs.

(4) The utility shall also include the following registration:

a. The name of the utility using the right-of-way, including any business name, assumed name, or trade name the utility operates under or has operated under in the city within the past five years.

b. If the utility is a CTP, the certificate number issued by the Texas Public Utility Commission.

c. The ordinance number of any franchise or license issued by the city that authorizes the utility to use the right-of-way.

d. The names, addresses and telephone numbers of at least two persons who will be general, day-to-day contacts for the utility. At least one of the addresses must be within the Dallas/Fort Worth or Sherman/Denison metropolitan areas.

e. The name and mailing address of the officer or agent designated as the person authorized to receive service of process on behalf of the utility.

f. The name, address and telephone number of any contractor or subcontractor, who will be working in the right-of-way on behalf of the utility. This list may be amended as needed by the utility; however, no work shall be performed in the right-of-way by a contractor or subcontractor that is not on the list, regardless of whether a permit is required.

g. The names and telephone numbers of at least two persons serving as emergency contacts who can be reached by telephone 24 hours a day, seven days a week. The telephone numbers should be accessible without the city having to pay long distance telephone or toll charge.

h. Proof of existing insurance that complies with Division 4.

(c) Upon completion of registration, the city will provide the right-of-way user a registration certificate valid until the end of the calendar year during which the registration was completed. The right-of-way user may make as many photocopies of the registration certificate as necessary. The right-of-way user is responsible for ensuring that all contractors, listed in accordance with subsection (b)(4)(f) above have a copy of the registration certificate on site when work is being conducted under the provisions of the registration certificate.

Sec. 95-248 Traffic handling training

The right-of-way user is responsible for work zone safety including, but not limited to, traffic control through the designated traffic control representative. The representative is responsible for compliance with the TMUTCD and the traffic control plan (if required) at all work zone sites. The traffic control representative shall ensure employees on the job site have adequate training.

Sec. 95-249 Reporting obligations

All right-of-way users shall, upon request, provide proof of any necessary permit, license, certification, grant, registration, franchise agreement or any other authorization required by any governmental entity, including, but not limited to, the city, state, or federal government, or railroad or pipeline company, including a description of the right-of-way user's intended use of the right-of-way, information sufficient to determine whether the right-of-way user is subject to franchising or licensing by the city, and information to determine whether the right-of-way user has applied for and received any certificate of authority required by the PUCT. The information provided shall be sufficient enough to determine whether the right-of-way user has applied for and received any permit or other approvals required by the FCC. Right-of-way user shall provide all such other information as may be reasonably required by the city to complete the registration statement.

Sec. 95-250 Surface mounted markers

Where surface mounted markers are needed, curb mounted medallions shall be used whenever possible.

Sec. 95-251 Relocation of facilities for city projects and public improvements

(a) In the exercise of governmental functions, the city has first priority over all uses of the right-of-way. The city reserves the right to, among other things, lay water, sewer, drainage, and other pipelines or cables and conduits, and to do underground and overhead work, and attachments, restructuring, or changes in street facilities in across, along, over, or under a public

street, alley or right-of-way occupied by an agency or right-of-way user, and to change the curb, sidewalks, or the grade of streets.

(b) The right-of-way user must relocate its facilities, at its own expense and in accordance with Section 95-295, prior to the start of construction of a city project. Failure to comply with this provision shall subject the right-of-way user to the enforcement provisions contained herein.

(c) A permit will be required when making facility adjustments in preparation for city projects.

Sec. 95-252 Permit required

It is unlawful for any person, its agents, servants or employees to dig, plow, blast, make cuts, openings, bore, tunnel, excavate or close lanes on a thoroughfare without first having made application and obtained a permit therefor except for as allowed by this section. It is unlawful for any person, its agents, servants or employees to make or cause to be made any excavation in or under the surface of any right-of-way for the installation, repair or removal of any facilities, or for any other purpose without first obtaining from the right-of-way manager a permit in compliance with this article.

(1) Before issuing a permit, the right-of-way manager shall have been provided a written application, on a form furnished by the right-of-way manager, setting forth the name and residence or business address of the applicant; the location and approximate area of the excavation, including its approximate length and width, and, if the excavation is in a street, whether it is parallel or transverse to the direction of the travel lanes; and, the purpose of the excavation. The application form shall include plans prepared in accordance with city specifications. Plans shall be drawn at a reasonable scale that legibly and accurately show all existing improvements and proposed work. All proposed work must be shown in heavy or bold type lines and fonts. If proposed work is in phases or part of another overall drawing, show all existing and future work in lighter or faded out lines and fonts. If right-of-way user cannot show distinctive line weights, the plans shall clearly label the above information using text. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the state.

(2) At the time the permit is issued, the applicant shall pay a nonrefundable permit application fee in an amount as provided for in the master fee schedule of the city.

(3) The proposed location, depth and other characteristics of any facilities for which the permit is issued shall be subject to approval of the right-of-way manager, and all backfilling, compaction and pavement restoration performed for any excavation shall comply with the requirements of this article.

(4) No fee or requirement authorized or imposed pursuant to this article shall be construed to affect or alter in any way any obligation of public and/or private utilities with facilities installed in any right-of-way to relocate the facilities, at no cost to the

city, subject to state law, if applicable, in the event that relocation is required by the city to accommodate a proper governmental use of the right-of-way.

(5) Combinations of permits shall be permitted at the sole discretion of the right-ofway manager. Fees shall be assessed based on the excavations permitted.

(6) Subdivision monuments, historical markers, and any other signs or structures with foundations in the right-of-way, excluding billboards, are subject to this article.

Sec. 95-253 Exceptions to required permit

(a) The right-of-way manager reserves the right in his discretion to require a right-of-way permit on service connections. Unless otherwise required by the right-of-way manager, service connections do not require a permit if all of the following conditions are met:

(1) The service connection excavation shall not exceed four feet inside the right-ofway to property line;

(2) All excavation shall be in accordance with service connection drawings;

(3) The address for the service connection is on the city provided form, which is submitted to the right-of-way manager via e-mail. Work shall not begin until the electronic form is transmitted to the right-of-way manager;

- (4) The excavation required is less than 12 inches in depth;
- (5) The excavation is no wider than two inches or is hand dug; and
- (6) The service connection does not require boring.
- (b) Irrigation system installation requires a permit per existing city codes.

Sec. 95-254 Permit application

(a) Application for a permit shall be addressed to the right-of-way manager and made on a form furnished for that purpose, stating the extent, dimensions, character and purpose of the cut or excavation to be made, the location, by street and number if possible, where the work is to be done, and the time in which it is to be completed. The application form shall be accompanied by maps of the existing facilities in the area, to the extent available, and the location of the proposed facilities, methodology of construction, and proposed start and completion dates. When the work includes excavating, which will exceed five feet in depth, a trench safety design sealed by a licensed professional engineer shall also accompany the application, unless otherwise provided by law.

(b) A permit shall only be valid for the area of the right-of-way specified within the permit. No permittee may cause any work to be done outside the area specified in the permit, except as

provided herein. Any permittee who determines that an area is greater than that which is specified in the permit must apply for and receive a new right-of-way permit.

(c) Fees shall apply to all right-of-way users unless governed by an existing agreement with the City. Applicants may apply jointly for permits to excavate the right-of-way at the same time and place. Applicants who apply jointly for a right-of-way permit may share in the payment of the permit fee. Applicants must agree among themselves as to the portion each shall pay. The city will recognize only one point of contact.

(d) Permits will be issued or denied within ten (10) days of the city receiving a complete application. Permits shall be valid for the dates specified in the permit. The applicant may request but is not guaranteed the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date and, except as provided herein, no permittee may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date. Applicants are encouraged to request a pre-submission meeting for large projects.

(e) An expedited permit may be requested, and shall be issued or denied within five (5) days of application upon a showing of good cause, as solely determined by the right-of-way manager.

Sec. 95-255 Issuance of permit

Every person making application for a permit in accordance with the provisions of this article, and having complied with such provisions, shall be entitled thereto, and, upon filing such application with the right-of-way manager, it shall be his duty to issue the permit, when the provisions of this article have been complied with.

(1) Upon receiving a written application for a permit and a plan prepared in accordance with the city specifications, the right-of-way manager's designee shall set forth all requirements, approve or disapprove the application, sign and return it to applicant. Excepting only emergency excavations, at least forty-eight (48) hours prior to the start of work, the applicant shall notify the right-of-way manager the date the work will commence when traffic control devices are necessary on a thoroughfare.

(2) No permit shall be transferable. A permit shall be void unless the excavation to be made pursuant thereto is commenced within the time stated therein and the work diligently completed.

(3) Each permit shall state a time period for completion of all the work to be done hereunder. The right-of-way manager may in his sole discretion, grant extensions of time.

(4) No person in violation of any requirement of this article shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued a permit on the person's behalf, until the outstanding violation is/are corrected or a plan for correction is approved by the right-of-way manager. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the city at law or equity.

(5) No work shall be done under any permit issued under this article except as stated in the permit. If the permit is allowed to expire, the right-of-way user shall procure a new permit, paying the applicable fee, prior to proceeding with any such work.

Sec. 95-256 Posting of signs

The right-of-way user and contractor (if used) shall be identified by three feet by three feet information signs on all work requiring a permit. The signs shall state the name and phone number of the right-of-way user and contractor (if used). The signs shall be placed in the right-of-way on each approach to the location where construction is occurring from the time of the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring.

Sec. 95-257 Excavation to be under supervision of the right-of-way manager

(a) Any right-of-way user engaged in making or backfilling any excavation in any right-ofway shall, at all times while such work is in progress, keep at the job location the permit, or a copy thereof, and shall provide of the same, when requested by any authorized city employee. At all times while the work is in progress, the right-of-way user shall also maintain, at the job location, a sign, barricade or other device bearing the right-of-way user's name.

(b) The right-of-way user shall protect from damage, utility conduits, sewer conduits, water conduits, lawns, shrubbery, trees, fences, structures, irrigation, sidewalks, streets, signs, street lights, or other property at, near or encountered in its work. The right-of-way user shall determine the boundary of the right-of-way.

(c) All excavations and other construction in the streets shall be conducted so as to interfere as little as practicable with the use of right-of-way and with the use of private property, in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the city pursuant to the policy and regulatory powers of the city necessary to provide for public convenience. The right-of-way user shall not trespass upon private property. The right-of-way user shall determine the boundary between right-of-way and private property and place stakes/markers indicating the boundary to remain in place for the duration of the work.

(d) The city reserves the right to among others, lay, and allow to be laid, electricity, sewer, gas, water and other pipe lines or cables and facilities, as well as drainage pipes, and channels and streets, and to perform, and allow to be performed, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of

the city, in, across, along, over or under any right-of-way or public place occupied by a right-ofway user and to change any curb or sidewalk or the grade of any street and to maintain all of the city's facilities. In allowing such work to be performed by others, the city shall not be liable to a right-of-way user for any damage caused by those persons or entities. Nothing herein shall relieve any third party from responsibility for damages caused to a right-of-way user by such third party.

(e) All transmission and distribution structures, lines, equipment and facilities erected by a right-of-way user within the city shall be so located as to cause minimum interference with the proper use of the right-of-way, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets. No pole may be placed in an area prohibited by another section of this article or which interferes with the public's unimpeded use of the right-of-way.

(f) If the city requires a right-of-way user to adapt or conform its facilities, or in any way or manner to alter, relocate or change its property to enable any other corporation or person, except the city, to use, or to use with greater convenience, any right-of-way or public place, the right-of-way user shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse a right-of-way user for any loss and expense which will be caused by, or arise out of such removal, change, adaptation, alteration, conformance or relocation of a right-of-way user's facilities; provided, however, that the city shall never be liable for such reimbursement.

Sec. 95-258 Registration certificate required

It is unlawful for any person, its agents, servants or employees to perform construction in the right-of-way without first having made either application and obtained a permit therefor or have in possession a valid registration certificate. A registration certificate may only be used for construction activities not requiring a permit in accordance with this article. These activities include tree trimming, general maintenance, line work and providing a service connection from the property line to a customer provided that no excavation is required in the right-of-way.

Sec. 95-259 Hours of operation for nonemergency work

(a) Excavation and boring shall be conducted between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No excavation or boring shall be performed on holidays.

(b) All other work requiring an inspection shall be done between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No work shall be performed on holidays. A right-of-way user may work on Saturday subject to the approval of the right-of-way manager and a notification no later than noon on Thursday before the Saturday in which the work is to be performed. The Saturday inspection fee must be paid prior to noon on Thursday prior to the Saturday in which the work is to be performed.

Sec. 95-260 Denial of permit

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A permit may be denied or suspended for any of the following reasons:

(1) Failure to provide proof of a surety bond or liability insurance acceptable to the city or notice of termination of the same.

(2) Failure to secure a contractor's license or other required license.

(3) Failure to perform in accordance with the requirements of this article.

(4) The excavation would be in a street and not otherwise permitted by this article.

(5) The proposed warning or other traffic control procedures or equipment do not comply with the requirements of the TMUTCD or the requirements of the right-of-way manager.

(6) The proposed activity would violate any city ordinance or state or federal law, rule, regulation or statute.

- (7) The permit application contains false or misleading information.
- (8) The activity would cause a public health or safety hazard.
- (9) The right-of-way user is not authorized within the city.
- (10) The right-of-way user is in violation of this article relative to work in progress.

(11) The right-of-way user has not compensated the city, or is not legally obligated to compensate the city by contract, by agreement or by law, for using the public property; or the right-of-way user has failed to timely make required payments.

Sec. 95-261 Appeal

A right-of-way user that: (i) has been denied registration; (ii) has been denied a permit; (iii) has had a permit revoked; or (iv) believes that fees imposed are invalid, may have the denial, revocation, or fee imposition reviewed, upon written request as follows:

(1) If an applicant desires to appeal a decision, the applicant may file a written notice of appeal with the right-of-way manager within five business days of the date the decision was rendered. The notice must state the alternatives available and routes explored, hardship encountered, cost comparison of other alternatives and a statement of any other significant factors. The right-of-way manager shall provide a written decision within five business days. Failure to render a decision within five business days shall constitute a denial.

(2) If a further denial is given, the appellant may thereafter file a written notice of appeal to the City Manager within five business days of receipt of the right-of-way

manager's written decision. The City Manager shall provide a written decision within five business days of receipt of an appeal in accordance with this section. Failure to render a decision within five business days shall constitute a denial.

(3) If a further denial is given, the appellant may thereafter file a written notice of appeal to the mayor within five business days of receipt of the City Manager's written decision. The mayor shall provide a written decision within five business days of receipt of an appeal in accordance with this section. Failure to render a decision within five business days shall constitute a denial.

DIVISION 3 TECHNICAL SPECIFICATIONS

Sec. 95-281 Lawful use of right-of-way

(a) The use of the right-of-way in any manner which violates federal, state, or local laws, or city codes, ordinances and regulations, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality, is prohibited. All permittees shall provide satisfactory evidence of compliance with the foregoing upon request of the city.

(b) The permittee shall dispose of all material removed from the right-of-way and any waste created by permittee in compliance with all state, federal and local laws and requirements. Temporary storage of material may be placed in a pile no higher than 30 inches.

(c) If a permittee excavates any contaminated, regulated or hazardous materials in the right-ofway, such permittee shall be responsible for environmental assessment, excavation, testing, transportation and disposal of that material in accordance with applicable law. The permittee shall promptly notify the city, orally, of the condition within two hours of discovery of any contaminated, regulated or hazardous materials in the right-of-way, and within eight hours provide the aforementioned information to the city in writing. The permittee must consult with and receive written authorization from the city before undertaking any of the steps/actions set forth in this subsection.

Sec. 95-282 Compliance with safety regulations

The permittee and right-of-way user shall comply with all applicable federal, state and local safety regulations and requirements, including, by example and not limitation, the occupational safety and health standards for the construction industry.

Sec. 95-283 Conformance with the thoroughfare plan

A right-of-way user should consult the city's thoroughfare plan prior to the acquisition of any interest in real property in the city for the installation or relocation of service lines or other equipment or facilities along or adjacent to any street, right-of-way, thoroughfare, highway, or any proposed street, right-of-way, highway or thoroughfare to attempt to minimize any future

conflict regarding the location of such facilities. All right-of-way users are charged at all times with constructive notice of the thoroughfare plan. The city shall, at a minimum, have no liability for the value of or loss by a right-of-way user of any improvements constructed in the area shown on the thoroughfare plan, except as provided herein. Typical locations of city facilities are depicted in Figures 1 & 2 of this Chapter.

Sec. 95-284 Tree trimming and graffiti abatement

Permission is granted to a right-of-way user, subject to the requirements of this code, as it exists or may be amended from time to time, to trim trees upon and overhanging the right-of-way, so as to prevent the branches of such trees from coming in contact with a right-of-way user's facilities. When so directed by the city, the tree trimming shall be done under the supervision and direction of the city. The right-of-way user shall make the necessary repairs or restoration, including, but not limited to, cleaning of graffiti, as soon as practicable but not to exceed seven days after the right-of-way user discovers or learns of any misuse, destruction, damage or vandalism to its facilities.

Sec. 95-285 Employee communication

The right-of-way user shall ensure that there is at least one employee on the job site, during any type of work activity, who can read, write and speak English fluently.

Sec. 95-286 Routing and spatial assignment

The city reserves the right, in the permit or otherwise, to restrict or determine the route (pathway) and/or spatial location, whether horizontal, vertical or depth, of any facility and/or structure or improvement in the right-of-way. The city reserves the right to reserve space for future utilities.

Sec. 95-287 Commencement and completion

After obtaining the permit and prior to commencing the work, the permittee shall notify the right-of-way manager, and shall commence and complete all work within the time specified in the permit, unless an extension of time is granted by the right-of-way manager. No work shall commence until erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades are in place.

Sec. 95-288 Notification of affected property owners

Except in the case of an emergency, whenever excavation is required in the right-of-way adjacent to an occupied property, the right-of-way user shall notify the property owner of the activity through use of a door hanger, which shall include the following information:

(1) Permit number;

(2) Identify of the contractor and the right-of-way user, including a contact name and phone number by which more information regarding the project could be obtained and a 24-hour a day emergency phone number; and

(3) The anticipated duration of the construction work.

Sec. 95-289 Safe conduct of work

Every permittee and right-of-way user shall prosecute its work diligently and in a good, safe, and workmanlike manner, and shall safeguard and protect the public, using the street or right-of-way where the work is being performed, from accidents or damage by placing barriers, lights and other sufficient safeguards around all cuts, openings and excavation, in accordance with TMUTCD. All material, implements and tools stored upon the premises and used in connection with the excavation shall be stored in a safe and nonhazardous manner.

Sec. 95-290 Revocation or suspension of permit

The city reserves its right, as provided herein, to revoke or suspend any permit, without refund of the permit fee, in the event of a breach by the permittee of the terms and/or conditions of the permit, this article and/or any other city ordinance. A breach of the terms of the permit shall include, but not be limited to any of the following:

(1) The violation of any provision of the permit.

(2) An evasion or attempt to evade any provision of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens.

- (3) Any material misrepresentation of any fact in the permit application.
- (4) The failure to meet insurance, surety bond or indemnification requirements.
- (5) The failure to complete the work as specified in the permit.

(6) The failure to correct a condition indicated on an order issued pursuant to this article.

(7) Repeated traffic control violation(s).

(8) Failure to protect facilities or repair facilities damaged in the right-of-way.

- (9) Violation of any part of this article.
- (10) Recognition by the right-of-way manager that a permit was issued in error.

(11) Failing to comply with an order of the right-of-way manager on the permit and any other valid permit held by the right-of-way user.

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(12) Any safety violation or other action that threatens the health, welfare and/or safety of the public as solely determined by the right-of-way manager.

If the right-of-way manager determines that the permittee has committed a breach of any law or condition of the right-of-way permit, the right-of-way manager shall make a written demand upon the permittee to remedy such violation. Continued violation may be cause for revocation of the permit or legal action, or both. The right-of-way manager may, in his discretion, revoke the permit, provide specifications to cure the breach, or both. Within two business days of receiving notification of the breach, permittee shall contact the right-of-way manager with a plan, acceptable to the right-of-way manager, for correction of the breach. Permittee's failure to do so or permittee's failure to timely implement the approved plan shall be cause for revocation of the permit.

Sec. 95-291 Work not in accordance with permit declared unlawful

(a) It shall be unlawful for any person to make, cause or allow to be made, any excavation, or to install, cause or allow to be installed any tank, pipe, conduit, duct, tunnel, utility pole or other utility or appliance in or under the surface of any street, alley, sidewalk, right-of-way or other public place, at any location, other than that described in the application for the permit and as shown on the plans filed with the right-of-way manager, and in accordance with the requirements of the permit. If the circumstances appearing after the excavation is commenced make it impossible to comply with the permit, the right-of-way manager may, in his sole discretion, grant a waiver to take the circumstances into account.

(b) Failure to comply with requirements set forth in this article or on any permit shall be cause for revocation of the subject permit and of any other permits held by the same permittee until the violations have been corrected or the right-of-way manager has approved alternative requirements.

Sec. 95-292 Work done without a permit

No cut, excavation, grading or disturbing of the right-of-way or wires on poles, in any way, shall be made, other than excavations necessary for emergency work, without first securing a permit. No person or right-of-way user shall, at any time, open or encumber more of the right-of-way than shall be reasonably necessary to complete a project in the most expeditious manner.

Sec. 95-293 Cessation of work

At any time, the right-of-way manager may order the immediate cessation of any work that poses a threat to the health, safety or well-being of the public. The right-of-way manager may revoke the permit of any permittee in any instance where there is a threat to the health, safety or wellbeing of the public.

Sec. 95-294 Violations of standards; notice

The right-of-way manager may issue a written notice to the permittee indicating work that does not conform to the terms of the permit, applicable standards, conditions, codes or other applicable regulation. Within five days after issuance of written notice, the permittee shall present proof to the right-of-way manager that the violation has been corrected. If such proof has not been presented within the required time, the right-of-way manager may revoke the permit.

Sec. 95-295 Location and relocation of facilities

Subject to applicable federal, state, and local laws, the right-of-way user shall, upon the request of the city, which shall be in writing, locate and/or relocate its facilities situated within any rightof-way, at no expense to the city, where reasonable and necessary to accommodate any city project. The written request provided by the city shall state the date by which the relocation by the right-of-way user shall be completed and a reasonable amount of time shall be provided by the city. When relocation is necessitated by federal government requirements, which includes reimbursements of costs, the city will reimburse applicant for its proportionate share from funds provided to the city in such reimbursements.

Sec. 95-296 Relocation facilities for the city

In the event the city finds it necessary to move a right-of-way user's facilities to protect the rightof-way, any city utilities and/or street, the city shall notify the local representative of the right-ofway user. Right-of-way user shall promptly move or facilitate the relocation of the subject facilities at right-of-way user's sole expense.

Sec. 95-297 Abandoned facilities

(a) A right-of-way user owning abandoned facilities in the right-of-way shall:

(1) Remove its facilities and repair, at its sole expense, any damage caused by the removal. The right-of-way manager may allow some or all facilities to remain if the right-of-way manager determines same is in the best interest of the public to do so; or

(2) Provide information satisfactory to the city that the right-of-way user's obligations for its facilities in the right-of-way have been lawfully assumed by another authorized right-of-way user.

(b) The facilities of the right-of-way user who fails to comply with this section, and those facilities which remain unused for two years, shall be deemed to be abandoned unless, within the aforesaid two-year period, the city receives written confirmation and reasonable evidence, as solely determined by city, that the right-of-way user intends to use the facilities. The city may exercise any remedies and/or rights it has at law or in equity, including, but not limited to, taking possession of the abandoned facilities or requiring the removal of the facilities by the right-of-way user at the right-of-way user's sole expense.

Sec. 95-298 Underground service requirements

Placement of new utility support structures (poles) shall be prohibited for electrical distribution lines with 60,000 volts and less and all communication utilities, unless otherwise allowed by an existing franchise agreement between the right-of-way user and the city or a PUCT tariff. This does not prohibit replacing existing poles for maintenance purposes.

Sec. 95-299 Location of poles and conduits

All poles in the right-of-way shall be of sound material and straight, and shall not interfere with the flow of water in any gutter or drain, and shall be placed so as not to interfere with vehicular and pedestrian travel. The location and route of all conduits, fiber, cables, utilities and facilities placed and constructed by a right-of-way user in the construction and maintenance of its system in the city shall be subject to the reasonable and proper control, direction and approval of the city. Placement of poles and anchor guys along curvilinear streets shall comply with city ordinances and regulations.

Sec. 95-300 Size and location of aboveground facilities

The maximum dimensions for utility structures above the ground in the right-of-way adjacent to streets are seven feet long (parallel to the road), two feet wide (perpendicular to the road) and six feet in height. For structures three feet or less in height, the width may be 44 inches. This does not include poles. The height of utility structures shall be measured from the lowest grade at any point 18 inches or less from the side of the structure that faces the street to the highest point of the structure. Utility structures exceeding those dimensions shall not be located in the right-of-way adjacent to streets, unless otherwise approved in writing by the right-of-way manager. All aboveground facilities shall be located outside of the corner visibility triangle at all intersections, future intersections and all driveways. No aboveground facilities may be placed in a parkway that is across from a median opening.

Sec. 95-301 Height of overhead line

The user shall ensure all overhead lines are constructed and maintained so that the minimum clearances are in compliance with the National Electrical Code as it exists or may be amended.

Sec. 95-302 Attachments to poles

(a) Nothing shall obligate or restrict a right-of-way user from exercising its rights to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies authorized to operate within the city.

(b) A right-of-way user shall utilize existing pole space, conduit, and other facilities whenever reasonably and/or economically possible.

Sec. 95-303 Temporary rearrangement of aerial wires

The right-of-way user shall rearrange its transmission media temporarily as necessary to permit the moving of houses or other bulky structures. The requesting parties shall, pay the reasonable and necessary expense of such temporary rearrangements. The right-of-way user shall in a reasonable time frame and reasonable cost, remove its transmission media in connection with the demolition of unsafe structures, including emergency or ordered demolitions at no cost to the city. The right-of-way user may invoice the requesting parties for the cost of this work, where applicable.

Sec. 95-304 Street closures

(a) All lane closures on any thoroughfare shall comply with TMUTCD, and shall include a lane closure exhibit to be submitted with the permit to the right-of-way manager. The right-of-way manager may require a traffic control plan. Arrow boards and message boards may be required for lane closures on thoroughfares.

(b) Except in an emergency, no thoroughfare shall be closed on weekdays during the hours of 6:30 a.m. to 9:00 a.m. and 3:30 p.m. to 7:00 p.m. Every day of the week, all roadways shall be open to traffic by sunset on the same day as the construction.

(c) All lane closures require 24-hour notification of the police and fire departments prior to closing

Sec. 95-305 Site maintenance during construction and prior to full restoration

(a) <u>Erosion control and stormwater management</u>. The right-of-way user shall be responsible for stormwater management, erosion control and excavation safety measures that comply with city, state and federal guidelines. Requirements shall include, but not limited to, construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request of right-of-way manager, the right-of-way user may be required to furnish documentation submitted or received from the federal or state government.

(b) <u>Dust control</u>. The right-of-way user shall ensure that the work is conducted and site maintained to minimize blowing dust. At any time dust leaves the job site so that it is a nuisance, the work will stop until measures can be taken to eliminate the dust.

(c) <u>Traffic control safety</u>. In the event of noncompliance with the TMUTCD, the right-of-way user shall be notified of the violation. In the event of continued noncompliance, the right-of-way manager may revoke the permit, in addition to any other remedies available to the city. At any time the right-of-way manager determines the work threatens public safety, he may take immediate action as necessary including but not limited to, stopping all work, or have a third party make the repairs at the expense of the applicant.

(d) <u>Responsibility for signs, barricades and warning devices</u>. The right-of-way user working in any right-of-way is responsible for the safe movement of traffic, both pedestrian and vehicular,

through the construction area. The right-of-way user shall meet all requirements for barricading and traffic control as specified in the TMUTCD.

(1) Only those individuals who are qualified by means of adequate training in safe traffic control practices and have a basic understanding of the principles established by applicable standards and regulations, including without limitation, those in TMUTCD, may place and maintain the traffic control devices in a construction area.

(2) The right-of-way user must either: (i) subcontract the barricading to a firm specializing in traffic control; or (ii) submit the qualifications and name of employees to the right-of-way user manager for approval prior to the work commencing. The right-of-way user must also submit a traffic control plan for review when required by this article. All signs and barricades must conform to the requirements of the TMUTCD.

(3) All barricades, plates, and other traffic control equipment must conform to TMUTCD specifications and must be inspected and maintained by the traffic control representative.

(4) All barricades, plates and other traffic control equipment must display accurate and sufficient information including without limitation, the name of the right-of-way user.

(5) Noncompliance with the TMUTCD shall be cited in writing. In the event of noncompliance after citation, the right-of-way manager may place the necessary devices as required, and the right-of-way user shall reimburse the city for all such expenses as well as \$500.00 for noncompliance. Failure to comply with this provision may result in denial of application for future permits.

(6) All traffic control devices must be removed immediately upon completion of work.

(e) <u>Duty to barricade</u>. At all times during construction activity, the contractor and/or right-ofway user, as applicable, shall place and maintain all necessary and proper barriers and other safeguards, including without limitation, watchmen certified in accordance with the safety training described in this article, if necessary, upon and around the work and for the prevention of accidents, and after daylight hours, shall place, maintain and keep suitable sufficient lights, in accordance with the TMUTCD.

Sec. 95-306 Inspection

The permittee shall make the work site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.

Sec. 95-307 Materials testing

The City will require testing of materials used in construction in or near the right-of-way to determine conformance with city construction specifications, including, but not limited to, compaction tests on backfill materials, subgrade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the City. The right-of-way user shall, at his expense, hire a testing laboratory with current accreditation by the American Association for Laboratory Accreditation, American Association of State Highway and Transportation Officials (AASHTO) or another nationally recognized accreditation agency that verifies compliance with ASTM E 329 and that demonstrates the laboratory's capabilities to perform applicable ASTM or AASHTO test procedures, as may be required.

Sec. 95-308 Duties of persons making excavations or creating obstructions

Any person who shall cause to be made any excavation or obstruction in any street or right-ofway shall not allow the same to remain there beyond a time reasonably sufficient for the completion of the work and/or removal of the obstruction, and shall repair the subject portion of such street and/or right-of-way so as to restore the same to its condition previous to the making of such excavation or obstruction. It shall be the duty of such excavators to protect the area while such condition exists and promptly to repair the same so as to leave the street or right-of-way in as good condition as before the excavation.

Sec. 95-309 Emergency excavations

Nothing in this article shall be construed to prevent any person maintaining any pipe, conduit or duct in or under any street, or right-of-way by virtue of any law, article or permit, from making such excavation as may be necessary for compliance with law or for the preservation of life or property when the necessity arises, provided that the person making the excavation shall notify the right-of-way manager within 24 hours. Except as specifically provided otherwise in this article for excavations authorized by this section, permittee shall be subject to all fees and requirements of this article.

Sec. 95-310 Excavation in streets

Except in case of an emergency there shall be no excavation in any street without the prior written approval of the right-of-way manager. Any request for a permit to excavate a street shall include a description of the proposed work and proposed restoration of the area, as well as a statement of clear and convincing evidence is provided to the right-of-way manager as to why alternate procedures cannot or should not be used in lieu of excavating a street. All pavement cuts and repairs shall be performed by a contractor with experience in street repair work. Any damage to pavement outside the removal area shall also be repaired subject to approval of the right-of-way manager.

(1) <u>Excavation in Portland cement concrete (PCC) pavement surface</u>. If the existing pavement is PCC, the concrete shall be cut first with a saw to a depth of the full the thickness of the concrete, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full

thickness of the concrete and excavated to undisturbed soil. Further criteria is set forth in Figure 3 of this Chapter.

(2) <u>Excavation in hot mix asphalt concrete (HMAC) pavement surface</u>. If the existing pavement is HMAC, the HMAC shall be cut first with a saw to a depth of the full thickness of the pavement, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the pavement and excavated to undisturbed soil. Further criteria is set forth in Figure 4 of this Chapter.

(3) <u>Jacking and boring</u>. A permittee or right-of-way user shall perform all work in such a manner as to not interfere or disturb existing or planned infrastructure. Refer to specifications shown in Figure 5 of this Chapter.

(4) <u>Responsibility of excavated area maintenance</u>. A permittee or right-of-way user shall be responsible for its repairs in the right-of-way for two years from the completion date of any repair.

Sec. 95-311 Backfill of excavated area

(a) Open trenches may be temporarily backfilled for the convenience of the permittee or the public safety. Traffic bearing plates can be used temporarily as shown in Figure 6 of this Chapter. At least one hour prior to beginning permanent backfill operations, the permittee shall notify the right-of-way manager of the time the backfill will begin.

(b) All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times, where excess water cannot be prevented from entering the trench, will be considered temporary and shall be removed as soon as weather permits. All disturbed base material or any base that has been undermined shall be removed and discarded. Compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698 under or near paved surfaces, future paved surfaces or otherwise as determined by right-of-way manager. Outside of pavement surfaces, compaction of all backfill shall be 90 percent of maximum density with a moisture content of minus two percent of potent of minus two percent of optimum density of pavement surfaces, compaction of all backfill shall be 90 percent of maximum density with a moisture content of minus two percent of pavement surfaces.

Sec. 95-312 Right-of-way restoration requirements

(a) The work to be done pursuant to the permit and any repair and/or subsequent restoration of the right-of-way must be completed within the dates specified in the permit. In the event of circumstances beyond the control of the permittee or when work is prohibited by unseasonable or unreasonable conditions, the right-of-way manager may, in his sole discretion, extend the dates on receipt of a substantiated supplementary application for a permit extension.

(b) All earth, materials, sidewalk, pavement, utilities, conduits, crossing, irrigation, landscaping, monuments, manhole covers, valve covers, meter box lids or improvements of any
kind, which are owned or possessed by the city, and damaged, disturbed, or removed by a rightof-way user shall be fully repaired promptly by the right-of-way user, at its sole expense, to the reasonable satisfaction of the right-of-way manager with material approved by the City.

(c) After any excavation, the right-of-way user shall, at its expense, restore the right-of-way, trench envelope, pavement structure and the surrounding area, to the same or better condition than it was prior to the excavation. The restoration shall be made in accordance with specifications set forth herein, and the repair shall be covered by a maintenance bond for two years from the completion date of any repair.

(d) In the event the right-of-way user fails to restore the right-of-way in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the right-of-way user that, unless within five days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the right-of-way by the right-of-way user, the city may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the right-of-way user, and right-of-way user, and its surety, shall be liable to the city for any and all cost incurred by the city by reason of such prosecution an completion including, without limitation, the applicable public inconvenience penalty. Nothing contained herein shall limit any other remedies available to the city.

(e) If any excavation cannot be backfilled immediately, the right-of-way user shall securely and adequately cover the excavation and maintain proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.

(f) In all right-of-way restoration, the right-of-way user guarantees its work and shall maintain it two years from the date of completion of any restoration. During the period following completion, the right-of-way user shall, in the event of any failure of the restoration, and upon notification from the right-of-way manager, reimburse the city for pavement restoration costs as provided for in this article. Additionally, the right-of-way user, in the event of such failure, shall within 48 hours of notice from the city, repair the subject trench envelope.

(g) The two-year guarantee period shall be applicable to, among others, failure of the pavement surface as well as failure of the trench envelope. Notwithstanding remediation of the pavement structure by the city, the right-of-way user retains repair responsibility at all times during the guarantee period for the trench envelope. In locations where two or more right-of-way users have made repairs in the exact same location, the last right-of-way user to excavate shall be responsible for the two-year guarantee in that location, unless the right-of-way manager determines, in his sole discretion, that a failure was most likely a result of work performed by another right-of-way user. That right-of-way user shall be responsible for the two-year maintenance period.

(h) All street excavations shall be perpendicular excavations, as possible, unless otherwise approved by the right-of-way manager. Excavations in streets, which are not perpendicular excavations require block-to-block and curb-to-curb pavement reconstruction, or other method of

repair approved by the right-of-way manager. All repairs shall be equal or better than that which existed prior to the commencement of any work.

(i) No trench shall be opened for the purpose of laying pipes, conduits or ducts for a distance greater than can be backfilled on the same workday before sunset. Any variance from this requirement must be granted in writing from the right-of-way manager prior to work beginning.

Sec. 95-313 Restoration of pavement

Unless otherwise specified in the permit, restoration of the pavement of any street, alley, rightof-way or other public place shall be performed by the permittee.

(1) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts more than 200 feet in advance of the pipe, conduit or ducts being placed in the trench, other than with the prior written consent of the right-of-way manager.

(2) All excavations shall comply with the city construction standards, as amended, and requirements of this article. Unless otherwise required by city standards, as amended, or if unusual conditions are encountered, the right-of-way manager may require new standards for compaction, backfill and pavement restoration.

(3) Any excavated pavement, debris and/or other rubble shall be removed, together with any surplus material, within one working day from the time such material is placed upon the street. After backfilling is completed, and prior to repaying the cut, the right-of-way user shall remove all loose paving material and trim the edges of the excavation at the street surface to the satisfaction of the right-of-way manager.

(4) Whenever any caving occurs in the sidewalks of any excavation, the pavements above such caving shall be cut away, trench backfilled, compacted and sidewalk pavement restored. In no case shall any side or lateral tamping fill any void under a pavement.

Sec. 95-314 Permanent pavement repairs

The right-of-way user will maintain the excavated area until permanent pavement restoration of the excavated area is complete. The right-of-way user shall make the final repairs within seven days on thoroughfares that are classified as major and within 30 days on residential, local and alley streets after the right-of-way manager makes final inspection. Backfill failures shall remain the responsibility of the right-of-way user.

Sec. 95-315 Substandard repair of pavement of right-of-way

In case the pavement or the surface of the street, alley, or right-of-way in, over or near any excavation should become depressed, cracked or broken at any time or fails in any way at any time after the excavation has been made and during the two-year warranty, the right-of-way user

shall comply with any applicable obligations of this article, including, without limitation, reimbursement to the city of the cost to restore the street and/or right-of-way.

Sec. 95-316 Failure to complete work within specified time

In the event any work governed by this article is not completed by the right-of-way user within the time required or in accordance with the specifications required herein or by the right-of-way manager, the right-of-way manager may cause such work to be performed as is necessary to secure the work area to a safe and passable condition. The right-of-way user shall reimburse the city for the costs of securing the site.

Sec. 95-317 Removal and reconstruction where work is defective

All construction work in the streets, right-of-ways, sidewalks and public places of the city is declared to be subject to the exclusive control of the city, and whenever, in the sole opinion of the right-of-way manager, any such work shall not have been duly completed within a reasonable time or shall have been executed in a defective manner, whether because of bad workmanship or materials or because not true to the lines or grades or specification therefor given to him by the right-of-way manager, then upon written demand or notice from the right-of-way manager, such right-of-way user or contractor shall promptly remedy, complete and/or remove and reconstruct such incomplete or defective work all as the right-of-way manager may require, and these provisions shall also apply to all repair and maintenance work. If the contractor or right-of-way user shall fail or refuse to do so within a reasonable time to be specified by the right-of-way manager, then, if required by the right-of-way manager, such work shall be completed or corrected or removed and wholly or partially reconstructed by the city, in such a manner as in the opinion of the right-of-way manager may be necessary to make such work as good as originally required, and such work may be done by contract or otherwise, under the direction of the rightof-way manager, and the contractor or right-of-way user shall reimburse city for any and all cost incurred by the city performing the work described in this subsection.

Sec. 95-318 Cleanup of right-of-way

In every case, and at all times, the work of removing from the right-of-way all obstructions, surplus materials, debris and waste matter of every description caused by and/or accumulated from the excavation shall be the sole responsibility of the right-of-way user. The right-of-way user shall maintain the area on and around the excavation and related work in a clean, safe and orderly fashion at all times during conduct of the excavation and shall clean the same area upon completion of work. Streets shall be cleaned by use of a vacuum street sweeper. The right-of-way user shall clean the surrounding area, as outlined above, within one day upon completion and approval of all trench work and pavement restoration unless the right-of-way manager, sufficient reason therefore having been given to his satisfaction, grants a written extension of time.

Sec. 95-319 Reporting Completion of Work

When the work under permit hereunder is completed, the permittee shall notify the city in accordance with the requirements placed on the permit. The City will schedule a final walk-through with the contractor to develop a final punch list of items to be remedied.

Sec. 95-320 Effect of article on persons engaged in construction

Any permit issued prior to the adoption of this article will remain subject to the terms and conditions of city ordinances and requirements in effect at the time of issuance of the permit and is not affected by this article, except that, upon expiration or conclusion of the permit, a new or renewal permit must be obtained in accordance with this article.

DIVISION 4. INDEMNIFICATION, INSURANCE, BONDING AND LIABILITY

Sec. 95-341 Liability of right-of-way user

To the extent allowed by law, the right-of-way user shall be liable to the city for any damage or loss occasioned by any act and/or omission occurring in connection with its excavation, and subject to state law, the right-of-way user shall fully indemnify, hold harmless and defend the city, its councilmembers, officers, employees, agents, representatives and volunteers from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the city, its councilmembers, officers, employees agents, representatives may be subjected for injury of any type, death or property damage arising from or connected with any such act and/or omission. The city shall promptly notify a permittee, or right-of-way user, at the address set forth in the permit, or last known address, of any claim, suit or demand served upon the city and alleging negligent or wrongful conduct by the permittee or right-of-way user in connection with an excavation.

Sec. 95-342 Insurance

- (a) It shall be unlawful for any person, unless exempt under this Chapter, to construct, reconstruct or repair any sidewalk, driveway, curb or curb and gutter in any street, alley, easement or right-of-way of the city without having first executed and delivered to the city a current policy of liability insurance in an amount determined by the city, and such insurance must be conditioned as follows: that the principal shall fully indemnify and hold the city harmless from any and all cost, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of the work, or that may arise out of or be occasioned by the performance of such work. The city shall have no duty to perform under this article until such certificate has been delivered to the department.
- (b) The city shall be entitled, upon request and without expense before issuing a permit, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the city, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy revisions are established by law or regulation binding upon any party to the policy or the underwriter of such policy). Upon such request by the city, the right-of-way

user shall exercise reasonable effort to accomplish such changes in policy coverage, and shall pay the cost thereof.

- (c) Right-of-way user shall notify the city in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than 30 days prior to the change, or ten days notice for cancellation due to nonpayment of premiums, which notice must be accompanied by a replacement certificate of insurance.
- (d) Nothing herein contained shall be construed as limiting in any way the extent to which the right-of-way user may be held responsible for payments of damages to persons (including death) or property resulting from the right-of-way user's, or its subcontractors', performance of the work performed in the public right-of-way.
- (e) The city owned utilities shall not be required to provide the insurance specified herein.
- (f) With respect to the right-of-way user's obligation to comply with the requirements for commercial general (public) liability insurance coverage, the city may allow the right-of-way user to self-insure upon annual production of evidence that is satisfactory to the city.

Sec. 95-343 Performance/assurance bond

Before a permit shall be issued, the applicant shall execute and deliver to the city, to be kept on file with the city, a good and sufficient bond of performance or assurance, in the sum to be determined by the city and conditioned that the person making the application shall promptly adjust, pay and settle all legitimate claims for damages that may result by reason of carelessness or negligence in the manner of performing such work or by reason of any defects therein caused or arising from careless, negligent or imperfect construction thereof, and to hold the city, its councilmembers, officers, employees, volunteers, agents, and representatives, free and harmless from liability on all such claims for damages to the performance or assurance bond which shall cover the cost of repairs in or upon the street, sidewalk or other public place where the work is to be done that may become necessary by reason of such cut or excavation having been made. The bond shall be maintained until the work is accepted by the city.

Sec. 95-344 Liability of contractor and sureties for maintenance and repair work

Any defects of workmanship or material relating to work done by an excavator during the initial project or becoming known, or which should have been known, during the guarantee period (the two years) shall be known as maintenance or repair work, and both the excavator and the sureties and/or the contractor's bond shall be fully liable for any default of such contractor under this section. In the event of a failure in the restoration of an excavation, the right-of-way user shall, at its sole expense, have one opportunity to repair, in a timely manner, the section of the restoration that has failed, which repair shall be in accordance with the standards set forth in this article. In the event of any subsequent failure of that section of the restoration, the city retains the right option to terminate the right-of-way user's guaranty, upon written notice to the right-of-way user. In such event, the right-of-way user shall reimburse the city for its direct costs associated with the repair of the failure of the restoration work.

Sec. 95-345 When additional security required

In the event the right-of-way manager reasonably believes the contractor's or right-of-way user's solvency is threatened, the right-of-way manager may, at any time, make written demand on a contractor and/or right-of-way user for bonds, and the contractor and/or right-of-way user shall immediately furnish such additional bond or bonds to the city.

Sec. 95-346 Decision of right-of-way manager binding on contractor, right-of-way user and sureties

If any question arises as to when any work was actually begun or other specific dates, the decision of the right-of-way manager shall be conclusive on the contractor, right-of-way user, and the sureties on all such bonds.

DIVISION 5. VARIANCES AND EXEMPTIONS

Sec. 95-951 Variance/exemptions

A permittee or right-of-way user may request a variance from any of the requirements of this article by filing a written request with the right-of-way manager stating the requirement and the basis for the variance. The right-of-way manager may reject incomplete variance requests. The applicant shall bear its own expenses of the application process.

(1) Any request for a variance from any right-of-way restoration requirement shall be made in writing, in advance of any contemplated work and shall be accompanied by digitally formatted detailed plans of the substituted reconstruction and/or repair of the excavated area, if applicable.

(2) Any request for an exemption and/or variance from any penalty and/or fee, other than as provided in this article, shall be made in writing, and shall be accompanied by a written detailed request stating the reasons therefore.

(3) Any request for an exemption and/or variance from any permit, or any other requirement of this article shall be made in writing, stating in detail all reasons for the requested exemption and/or variance.

(4) The department shall grant or deny an application for a variance and/or exemption within ten days of receipt of the application for variance and/or exemption.

(5) Denial of the variance may be appealed in accordance with Section 95-261.

DIVISION 6. CERTIFIED TELECOMMUNICATION PROVIDERS

Sec. 95-381 Certificated telecommunications providers authority required/nonexclusive use

A CTP must provide evidence that the CTP has acquired authorization from the PUCT pursuant to state law, prior to obtaining a permit to use public right-of-way. The CTP's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Act and all other state or federal laws.

Sec. 95-382 Transfer and notice

A CTP shall notify the right-of-way manager of any sale, transfer, merger or assignment of the ownership or control of a CTP's business within 30 days of such sale, transfer, merger or assignment. A CTP shall also maintain and provide current point-of-contact information with the right-of-way manager at all times during which the CTP uses the right-of-way.

Sec. 95-383 Exemption from fees

CTPs are exempted from the following fees provided for in this article:

(1) Permit application fee, including expedited application fee and permit expiration fee;

- (2) Additional permit fee;
- (3) Saturday inspection fee;
- (4) Registration fee.

Sec. 95-384 Waiver bonds

Unless determined otherwise by the right-of-way manager a CTP will be exempt from the bonding requirements of this chapter, however, in the event that the right-of-way manager determines, based upon reasonable grounds, that a bond is necessary to protect the public assets, and/or the health and safety of the public, then the right-of-way manager may require that a CTP post a reasonable bond not to exceed \$100,000.00. Factors to be considered in determining reasonable grounds may include, but are not limited to, a conviction for violation of this article, a general pattern of substandard adherence to the provisions of this article or the failure to comply with this article. If three years pass from the date that the right-of-way manager requires a bond of a CTP and it has not been necessary for the city to seek performance under the bond, then a bond will no longer be required pursuant to this section.

Sec. 95-385 CTP indemnity

A CTP shall indemnify the city as specified by V.T.C.A., Local Government Code sec. 283.057, as may be amended. A CTP shall be exempt from all indemnity requirements of this article that are inconsistent with V.T.C.A., Local Government Code sec. 283.057, as amended.

DIVISION 7. MISCELLANEOUS

Sec. 95-401 Bridge weight limit violation

It shall be unlawful for the operator of any vehicle to drive, haul, push or tow, wholly or partially, any load upon a posted weight limited bridge, which collectively exceeds the officially designated and posted maximum bridge weight, whether or not all load bearing wheels travel on the bridge.

Sec. 95-402 Penalty provision

Any person, firm, corporation or business entity violating this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 3: Addition of	(Right-	of-Way) to Article	(Master
Fee Schedule) of	() of the Code	of Ordinances.
	is here	by amended by the addi	tion of Section
1.13.009 Right-of-Way of the Code of Ordinances (and the renumbering of the other Sections of			
Master Fee S	chedule of the	Code of Ordinances of the	City of Corinth,
Texas) to read in its entirety as follow	ws:		-

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES		
Right-of-way Management		
Permit application fee	100.00	
Expedited application fee	250.00	
Inspection Fee	100.00	
Saturday inspection fee; each Saturday	200.00	
Permit expiration fee; each permit for incomplete work on expiration date	30.00	
if not extended		
Electronic maps submittal fee; per hour of labor necessitated by hard	80.00	
copy submittal in lieu of electronic format (minimum fee of 2 hours)		
Registration per right-of-way user per year	50.00	
Inspection fee	\$1.00/LF or	
	\$150/day of	
	anticipated	
	construction	

Public inconvenience penalty Type of Facility Unit of Cost Penalty (Per day)					
		31-75 days	79-90 days	90-100 days	>>100 days
Sidewalk	Per square foot	\$0.0026	\$0.0052	\$0.0078	\$0.0104
Driveway	Per each	\$39.00	\$78.00	\$117.00	\$156.00
Traffic lane fee		\$_1000 per day			

SECTION 4: SEVERABILITY. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Corinth hereby declares that is would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: SAVINGS/REPEALINGS. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: PENALTY. It is the intent of the City Council of the City of Corinth in adopting this Ordinance that an offense under this Ordinance be a strict liability offense; in the prosecution of an offense under this Ordinance, no pleading or proof of intent shall be required to establish the guilt of an accused. Any person, firm, corporation or business entity violating this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the city from filing suit to enjoin the violation.

SECTION 24: EFFECTIVE DATE. This Ordinance shall take effect immediately upon and after its passage and publication as provided by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS this _____ day of _____, 2017.

ATTEST:

Bill Heidemann, Mayor

Kimberley Pence, City Secretary

APPROVED AS TO FORM

Mack Reinwand, City Attorney





FIGURE 1



FIGURE 2



REINFORCED CONCRETE PAVEMENT

FIGURE 3

43



ASPHALT PAVEMENT

FIGURE 4





Proclamation

City Council Regular and Workshop Session				
Meeting Date:	05/18/2017			
Title:	Put on Purple Day for Lupus Awareness			
Submitted By:	Kim Pence, City Secretary			
Finance Review:	N/A	Legal Review: N/A		
City Manager Review:	Approval: Bob Hart, City Manager			

AGENDA ITEM

PROCLAMATION: Proclaiming May 19, 2017 as "Put on Purple Day" for Lupus Awareness.

AGENDA ITEM SUMMARY/BACKGROUND

An estimated 1.5 million Americans suffer from Lupus, the chronic inflammatory, autoimmune disease that can affect various parts of the body, especially the skin, joints, blood and kidneys. Lupus can be difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences.

The Lupus Foundation of America, Lone Star Chapter is part of a national force devoted to solving the cruel mystery of lupus while providing caring support to those who suffer from its brutal impact. The Chapter rallied the City of Corinth community to wear the color purple and to further unify the support for those living with the disease.

Awareness is vital in raising funds for research for those affected by lupus; and it is our responsibility as a community to advocate on their behalf and to further encourage educational programs so everyone affected by lupus can have an improved quality of life.

RECOMMENDATION

N/A

Proclamation

Attachments



MAYOR'S PROCLAMATION

WHEREAS, an estimated 1.5 million Americans suffer from Lupus, the chronic inflammatory, autoimmune disease that can affect various parts of the body, especially the skin, joints, blood and kidneys; and

WHEREAS, Lupus can be difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences; and

WHEREAS, the Lupus Foundation of America, Lone Star Chapter is part of a national force devoted to solving the cruel mystery of lupus while providing caring support to those who suffer from its brutal impact; and

WHEREAS, the Chapter rallied the City of Corinth community to wear the color purple and to further unify the support for those living with the disease; and

WHEREAS, awareness is vital in raising funds for research for those affected by lupus; and it is our responsibility as a community to advocate on their behalf and to further encourage educational programs so everyone affected by lupus can have an improved quality of life;

NOW, THEREFORE, I Bill Heidemann, by virtue of the authority vested in me as Mayor of the City of Corinth, Texas, do hereby proclaim May 19, 2017 as

Put On Purple Day

Throughout the City of Corinth and urge all citizens to support the cause of raising awareness of lupus, so that we can have a world with NO lupus.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the corporate seal of the City to be affixed this 18th day of May 2017.

Bill Heidemann, Mayor

Proclamation

City Council Regular and Workshop Session

Meeting Date:05/18/2017Title:Lake Dallas ISD Student Council AwardSubmitted For:Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

PROCLAMATION: Lake Dallas ISD Student Council Award

AGENDA ITEM SUMMARY/BACKGROUND

Lake Dallas Independent School District (LDISD) is proud to announce that the Lake Dallas Middle School Student Council met the state requirements to be awarded Sweepstakes Council for the second year in a row by the Texas Association of Student Councils (TASC) for completion of requirements in these six categories: Community Service, Pride and Patriotism, Energy and Environment, Drug & Alcohol, Safety and Health Awareness, Outstanding Student Council and Sweepstakes.

The TASC outstanding school recognition program is designed to set a standard of excellence for Texas student councils. The Student Council received the award for completing all of the following; Promote Pride and Patriotism within the school, community, state, and at the national level; Participate in community service projects and events at the school, community, state and national level; Educate the school and community about energy and environment awareness; and Projects that include Drug, Alcohol, Safety, and Health awareness. And also received a special Top Project award this year for the Buddy Bench's at the middle school.

In addition, the Lake Dallas Middle School was nominated and elected as an officer school for this upcoming school year; meaning that the LDMS officers will be responsible for all Parliamentarian processes for district meetings.

RECOMMENDATION

N/A

Proclamation

Attachments



PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF CORINTH, TEXAS

WHEREAS, Lake Dallas Independent School District (LDISD) is proud to announce that the Lake Dallas Middle School Student Council met the state requirements to be awarded Sweepstakes Council for the second year in a row by the Texas Association of Student Councils (TASC) for completion of requirements in these six categories: Community Service, Pride and Patriotism, Energy and Environment, Drug & Alcohol, Safety and Health Awareness, Outstanding Student Council and Sweepstakes; and

WHEREAS, the TASC outstanding school recognition program is designed to set a standard of excellence for Texas student councils; and

WHEREAS, the Student Council received the award for completing all of the following; Promote Pride and Patriotism within the school, community, state, and at the national level; Participate in community service projects and events at the school, community, state and national level; Educate the school and community about energy and environment awareness; and Projects that include Drug, Alcohol, Safety, and Health awareness; and

WHEREAS, the Student Council received a special Top Project award this year for the Buddy Bench's at the middle school; and

WHEREAS, the Lake Dallas Middle School, additionally, was nominated and elected as an officer school for this upcoming school year; meaning that the LDMS officers will be responsible for all Parliamentarian processes for district meetings.

NOW, THEREFORE, I, Bill Heidemann, by virtue of the authority vested in me as Mayor of Corinth, Texas do hereby recognize Britton MacDougal, Jasmine Vega, Lily Dao, Ella Droll, Brady Garrison, Abrielle Shropp, Theresa Pierce and John Fabro on the Lake Dallas Middle School Student Council for their achievement, leadership and service to the community.

Signed this 18th day of May, 2017.

Bill Heidemann, Mayor City of Corinth, Texas

CONSENT ITEM 1.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:March 16, 2017 Workshop SessionSubmitted For:Kim Pence, City SecretarySubmitted For:Kim Pence, City SecretaryCity Manager Review:Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the March 16, 2017 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the March 16, 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 March 16, 2017 Workshop Session Minutes.

Minutes

Attachments

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this the 16th day of March 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, Mayor Pro-Tem Sam Burke, Council Member Lowell Johnson, Council Member Don Glockel, Council Member Scott Garber, Council Member

Staff Members Present:

Bob Hart, City Manager Lee Ann Bunselmeyer, Finance Director Caryn Riggs, Assistant Finance Director Fred Gibbs, Planning and Development Director Kim Pence, City Secretary Curtis Birt, Fire Chief Brandon Shepard, Fire Deputy Chief Brenton Copeland, Technology Services Assistant Manager Jason Alexander, Economic Development Director Mike Brownlee, City Engineer Mack Reinwand, City Attorney

CALL TO ORDER:

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

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

BUSINESS AGENDA ITEM

5. Consider and approve purchase of replacement ambulance from Siddons-Martin.

Councilmember Harrison - Chief, how many proposals did you get, three? From who and can you give us a price?

Curtis Birt, Fire Chief - Part of trying to up-train and this being his division, I will have Chief Shepard discuss this because he was the one who handled all of this. We went to three separate companies, one that we used previously. The new one was Siddons-Martin Emergency Group and another one is Braun Ambulances who have all been used around here. We did total spec-like vehicles. The one we are getting is the lowest price out of the three.

Brandon Shepard, Fire Deputy Chief - \$ 276,032 was the Braun, Horton Emergency Vehicle was \$265,514 and the Road Rescue was \$257,971

Curtis Birt, Fire Chief - Normally we go to three specs and then we will go to state contract and buy them off of. This time we went three specs because we were having some issues. We went out and did a respec on the rig. Since we went ahead and had three companies bid we didn't go off state bid so it actually saved us the contract purchase - saved us like \$2,000 from having to pay the cooperative contract fee. It saved us by using the three bids.

Mayor Heidemann - When we approved this in the last budget at that point, we did not know if we were going to have a new fire station. Is that correct?

Curtis Birt, Fire Chief - Yes, Sir.

Mayor Heidemann - This fire station is going to come into existence in 2018, is that right?

Curtis Birt, Fire Chief - Yes, Sir.

Mayor Heidemann - Have we any idea at this point what equipment is going to be at that fire station? I see that in this transaction that we are giving up an ambulance for about a value of \$12,000. Is there any value in us keeping that possibly for equipment for this new fire station?

Curtis Birt, Fire Chief - No. Because even when we look at what we possibly could put in there, an ambulance isn't going to go into the new station. This truck is starting to nickel and dime us to death. It's tired. By us getting this trade-in it's actually better than we can get on the open market because we usually take ours to the used market and get a better price than we do on trade-in. This time we actually got cheaper to do trade-in. Number one, I don't think we'll move an ambulance over there and number two this one wouldn't make it there very long.

Mayor Heidemann - When you buy the truck, it doesn't include any of the other items that go inside the truck? This is just strictly the truck and the box.

Curtis Birt, Fire Chief - No. This is the truck, the box and it will replace the load system in the back of the ambulance - which auto loads the cot. Everything thing else will come off the front line truck we have now will go under this stuff and that front like truck will go into reserve. Currently the equipment we have will be shipped into this truck.

Mayor Heidemann - Do we have any kind of a strategy of what are we going to be using for equipment for the new fire station?

Curtis Birt, Fire Chief - We are getting preliminary numbers together and Lee Ann and I will start meeting in the next couple of days.

Councilman Glockel - You have two types of life in these units. You have front line and you have reserve. You are talking about taking the equipment out of this truck that is just coming off the front line. If it goes in reserve and the equipment is out of it, how much of a reserve is that? Can you still use it without the equipment in it?

Curtis Birt, Fire Chief - The way we have it right now is we have three fully stocked ambulances. So at any time, we do it a lot for special events, we can put that third ambulance in service in five minutes. We just rotate the oldest stuff to the reserve truck, put the newest stuff on the front line truck and it just rotates. Ninety percent of the time, all we do is take the cot out, the firefighting equipment out, we'll put it in the new truck because the MS equipment, ID bags, all of that will stay in the old truck and then we'll put the items from the old truck into the new truck. Most of that stuff gets used all of the time anyway. It's never out of date, it's always inspected and it's always up-to-date. Big things like monitors, the cot and oxygen tanks, will move. All of the disposable supplies and solid supplies are switched out so much from use that they are all up-to-date.

Mayor Heidemann - I know we approved this in the budget, is this in our current fire contract or is this something that is going to be over and above that? So we will be compensated for this as far as cost.

Lee Ann Bunselmeyer, Finance Director - Yes, Sir.

Mayor Heidemann - We don't buy these outright, we lease them, is that correct?

Lee Ann Bunselmeyer, Finance Director - We have historically bought them outright. The only ones we have leased has been the bigger apparatuses like your engines, but because of the unknown of the third station and knowing whether we may need other equipment, when we looked at the long term of the amounts that we are getting into that fund, we get over the life of this next five year contract we are going to get from \$300,000 to \$350,000 and so we figured that would give us a little wiggle room incase you didn't want to buy an engine for station three that if we leased it we would have the capacity to do so. Whether if we bought it out right then we would expend \$250,000 at one time and it would hamper us a little bit in the long term.

Mayor Heidemann - Isn't that we are doing on item #5?

Lee Ann Bunselmeyer, Finance Director - Yes. It's a lease purchase.

BUSINESS AGENDA ITEM

4. Consider and/or act upon the approval of a Resolution to renew an agreement for ambulance billing services between Emergicon, LLC, and the City of Corinth.

Councilman Garber - How much of our contractually adjusted revenue is this ambulance service normally collect for us?

Curtis Birt, Fire Chief - Right now the average collection is about 60%

Councilman Garber - Is that standard for ambulance?

Curtis Birt, Fire Chief - We are above standard.

Bob Hart, City Manager - About 40-45% is typical. So that is a good number.

Councilman Garber - It looks like they are only charging us about 7%.

Curtis Birt, Fire Chief - They are charging us 7% and also we got in right at the beginning for them starting up. They also provide us our paperless reporting software. We get that through them, too. When they fill out reports in the street, they provide that software.

Councilman Garber - Do we use them to collect all of the patient pay as well?

Curtis Birt, Fire Chief - All the insurance, all private pay, everything.

Councilman Garber - And they allow us to be the ones to decide if we right something off, or do they say this is a done deal.

Curtis Birt, Fire Chief - We have a standard that at 180 days we start writing off. But there are other times they will say this is the situation. They keep in contact with us all if we have any issues. Chief Shepard knows ambulance billing backward and forward and he knows these people real well. Any time we have needed reports or anything they get it done like that.

Mayor Heidemann - To follow up on that. Did they change the rate on credit cards?

Curtis Birt, Fire Chief - No. They have never charged anybody before so what you are seeing is a lot of the business we are dealing with when it comes to people using credit cards. Especially now since HSAs and FSAs are getting so big. There are a lot more people paying with credit cards. It costs them 3% to use a credit card. We pay 2% of the 3%. It's about \$30-\$40 per ambulance bill by the time it gets done.

Councilman Glockel - I can't personally mark my product up and do anything with that 3%. Are they being considered as a government entity?

Curtis Birt, Fire Chief - They are a private entity doing it for us.

Brandon Shepard, Fire Deputy Chief - They bill under our name and proprietary license so therefore they are billing as a government entity for us. We receive all the collections that are billed. In that nature that bill comes from Lake Cities Fire Department not Emergicon. Emergicon just oversees our accounts and makes sure that it is billed and collected.

Councilman Glockel - If I get a bill from them and it looks like Lake Cities and I pay it out of my credit card are you telling me that you can or can't charge that extra 3%?

Brandon Shepard, Fire Deputy Chief - We cannot. It is illegal.

Councilman Glockel - A government entity?

Bob Hart, City Manager - Correct me if I'm wrong here. We can do it for utility bills and we can do it for municipal court, but I don't think we can do it for anything else.

Curtis Birt, Fire Chief - Most of EMS billing falls under Medicare and Medicaid rules. We could run a \$1,200 EMS bill, you are only getting what they give. With that comes a lot of rules of what you can and what you can't charge for and how you charge for it.

Lee Ann Bunselmeyer, Finance Director - You can't charge on the credit card. That is considered a surcharge, but what you can charge is what is called a convenience fee and you have to provide some type of service or options that are convenient for your customers like calling in over the phone or paying on the web. If you do that then you can charge a per transaction fee. If they come in to pay in person, then it is considered surcharge if you added an increase for a credit card transaction. Those are the typical MasterCard/Visas for government.

Brandon Shepard, Fire Deputy Chief - We have a very minimal amount of credit card collections.

BUSINESS AGENDA ITEM

7. Accept the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2016, as presented by Davis Kinard & Co, PC.

Mayor Heidemann - On our fund balances, what is causing the waste water to deteriorate?

Lee Ann Bunselmeyer, Finance Director - We budget our wastewater/water revenues on an average of cycle which means we don't expect too hot of a year and we don't expect to wet of a year and the last two years have been every wet years so our revenues did drop previous year and this year that just ended in 2016, so therefore our revenues fell short of what we had budgeted on an average year. That did allow for our fund balance to dip below our 25% fund balance target. It is above the 20% and that is the area that council said is that critical point - that we really are not concerned unless it falls below that 20%. That is the reason that we see that dip.

Mayor Heidemann - Even though we want 25% - 20% is acceptable to that?

Lee Ann Bunselmeyer, Finance Director - Yes. When we built the fund balance policies, we actually put in your critical points that we really need for your general fund is 15% and for your water wastewater fund is 20% but we added that 5% buffer just to give the council a little bit of flexibility in there to add a little more funds in our reserve because your bond rating agents do not like more monies in your reserve that we let that flexibility that if it did follow below, we really are not concerned with it unless it falls below that bond threshold.

Councilman Glockel - On the hard copy 124 talking about transfers in and out and under fire department it states \$30,000 to the general capital project fund for the Little Elm training field. Is that what you call the thing behind Station 2? What's the Little Elm training field?

Curtis Birt, Fire Chief - It's a joint training field located in Little Elm.

BUSINESS AGENDA ITEM

 Consider and act on the site plan for Swisher/35 Retail on property legally described as Swisher 35-E Addition, Lot 4, Block A zoned C-2, Commercial in the City of Corinth, Denton County, Texas. This property is located north of Swisher and south of Burl.

Councilman Harrison - Does this facility have three separate storefronts (suites) within the building. When I look at this also on the east side of the access road that goes in there, they are making use of that dead space on the east side between the right-of-way and the road by using it as parking, correct?

Fred Gibbs, Planning and Development Director - Correct.

Councilman Harrison - That's a good thing. The rest of that property going toward Swisher between this south right-of-way and Swisher is owned by separate bankers.

Fred Gibbs, Planning and Development Director - It used to be owned by the bank, but the applicant tonight has purchased that as well.

BUSINESS AGENDA ITEM

- 9. Consider and act on a sign variance for Lake Dallas ISD School Addition Lot 1R, Block 1 in the City of Corinth, Denton County, Texas, having a physical address of 3016 Parkridge Drive.
- 10. Consider and act on a sign variance for Corinth Elementary Addition Lot 1, Block 1 in the City of Corinth, Denton County, Texas, having a physical address of 3501 Cliff Oaks Drive.

Councilman Harrison - I sent an email to the City Manager the other day. When you read these applications, I just wanted clarification, in item #10, the staff recommended landscaping around the base sign, then they didn't recommend landscaping around item #9. I was just wondering - seems like they are both digital signs, why wouldn't you put landscaping around each one of those signs?

Fred Gibbs, Planning and Development Director - Basically, the reason why we recommended on the elementary school sign was because it was a ten foot sign as you see in the elevation the base is quite large. So we asked to soften up that base and that ten foot elevation of scale. We asked if the applicant would be willing to put some landscaping around that base area to help soften up the scale of that sign on that piece of property. On the Lake Dallas High School one it's only a five foot sign with a pretty moderate base. It's a typical monument sign so we didn't feel the need to ask for that particular request as part of Lake Dallas High School.

Councilman Glockel - Fred, if you would, you talk about you recommended, but have static change of electronic variable message, but you recommended they be static and not progressive like it will pop up a sentence or a phrase then it goes away and another one pops up. What is the time frame between those?

Fred Gibbs, Planning and Development Director - Yes, Sir. We would recommend 12 seconds, that is what our ordinance required. Our ordinance also doesn't allow flashing or blinking or different colors of letters. We have some parameters in which we would ask that sign would follow our current sign ordinance and all of those items are part of those requests and recommendations we make on both sides.

BUSINESS AGENDA ITEM

11. Consideration of a motion to reconsider an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, and a portion of Planned Development Ordinance 99-03-18-05, as amended, by amending the zoning to Planned Development C-2 Commercial District and adding "Hospital" as a Permitted Use on Lot 1, Block A, Corinth Medical Center Addition being 5.00 acres in the City of Corinth, Denton County, Texas and calling a public hearing and continuation of action on an ordinance to April 20, 2017.

Bob Hart, City Manager - This item was put on at Councilman Johnson's request. Fred and I discussed this with the City Attorney what we are going to ask you to do is have an executive session between the workshop and regular meeting and go through and try to answer any legal questions or concerns you might have. This is an item to review the zoning and it would take the motion the second and the three votes then put it back on. Presumably the earliest it can be is the second meeting in April because we have to go back and redo the notifications.

Mayor Heidemann - Do we have a public hearing at that time?

Bob Hart, City Manager - Yes, Sir. The other item is we have told them to be prepared tonight to make a presentation because you will need additional facts on which to make your decision so they are prepared to make a presentation to you tonight.

WORKSHOP BUSINESS

2. Receive a presentation from ATMOS energy for construction updates of the gas pipeline distribution system in the City of Corinth.

Fred Gibbs, Planning and Development Director - We have some reps from ATMOS energy to give a brief presentation of some proposed work in our city.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - Thank you for inviting us out tonight for some information. I brought Michel Mangum, he is our Project Engineer on this project. Michael will share some of the information with you and we'll be able to answer any questions you have after the presentation. He'll just give a brief update. We are still pretty early on in this project so it's going to be pretty high level, but anything we can help answer tonight, we would be happy to.

Michael Mangum, Project Engineer, ATMOS energy - I have a general overview of what our project is. We have a project that we thus far divided into six spaces. The first phase was across Lake Lewisville for an I-35 project that has already been done. We have phase 2 that is going to be starting in Denton and working South. You can kind of see right here, up to Shady Shores Road - that is our phase 2. We are currently working on that this year and starting construction in the second half of year and being done by the end of the year.



John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - Let me back up just a minute and explain (this diagram), this line is a major transmission line that runs through the city. It's not a distribution line. We have to two different divisions with our company, one is - all ATMOS energy as a corporate and then we have an APT which is ATMOS Pipeline Texas which is our transmission assets and then we have Mid-Tex which is our distribution assets which brings the gas to the house. This type of line brings the gas to a city gate measuring station and then the pressure dropped down at that location and delivered to the houses and the community. This project consists of replacing this line that has been in since - original easements go back to the 1915 era. We have an underground gas storage facility in Denton off of FM 426, McKinney - way out east in Denton. This line goes from that storage facility down all the way into the 635 area in Coppell. The whole thing is being replaced in sections. The piece that Michael referred to that is already done was we had to get out of the way for the widening of Lake Lewisville so they had to re-bore the line that is under Lake Lewisville. It went from basically the south end of Lake Lewisville up to Church Street. That section has been replaced as phase 1.

Michael Mangum, Project Engineer, ATMOS energy - Just to clarify a little bit our easements do predate to the 1915, but this line is roughly about the 1960s vintage - late 60s I believe. So we've replaced it once before. I think the further south we go it may be a little newer than that. This is kind of an overall aerial map and I have a few slides that show a little bit closer in and we can zoom in and out and talk about a few things. As questions come up, feel free to interrupt me.

What I've done here is colored in everything that is not Corinth. To help delineate the city limits. We have the Shady Shores limitation here in purple and in the red we have Lake Dallas. As I mentioned, we will be in this vicinity toward the end of this year and currently as it stands, Phase 3 for Corinth we will plan to begin around January/February construction of next year. We are currently having some very early preliminary design discussions. A majority of those will take place in the second half of the year. To date we have done all of our survey data collection some of our SUE worked to get a feel for how things are as it stands today as opposed to what information we've had based on last year's. There has been a lot of growth and development within these areas over the last 10-20 years. We try to get an up-to-date picture of what obstacles we need to work around.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - The study he said the SUE study the underground, the existing - that is probably what some of you may have heard about or may have been aware of when we had a contract engineering firm go out and get permission from the land owners to - where the easements are any easement that crossed private property they were getting survey permission from the land owners. That is probably what triggered some of the questions.

Michael Mangum, Project Engineer, ATMOS energy - The slides are working from north to south. If you want to see anything, please let me know and I can zoom in a little bit further. Beginning around January/February time frame, we are going to start on the north side of Shady Shores Road and we will work our way south. All of this line is a private easement. We make our way south, we go through the baseball/softball complex on the east side of that and we start working our way through some neighborhoods back into Shady Shores - city limits are right there. We are still in Shady Shores and then we cross back into Corinth. We have a pretty wide open corridor that the HOA's have kept for us in this vicinity here. We do have some United States Army Corps of Engineer property that we will be crossing so that creates some guidelines for us to be required to follow as far as construction and design of the project. This is the lake we will be crossing and then we come back into an HOA property on Tree House Lane. We have a lateral line that runs off of City Gate Station which will be replaced as well. We will be leaving the City Gate Station alone.

As far as timeline goes, I believe we will start January/February. For the city of Corinth expected duration it will probably take three to four months, give or take a month. A lot of this will depend on the weather and whether what we get into once we get further into our design and if we find any kind of obstacles. For the most part, that is what I have to date. I would be happy to answer what questions we can given the information that we have. Any questions about this project?

Councilmember Johnson - Is this going to be an open trench cut or is going to be a bore? I guess you are replacing a steel pipe with another steel pipe?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - It is a 16 inch steel pipe and is being replaced with a 16 inch steel pipe. Where it's going to be open cut and where it's going to be bored is still under discussion. We are still very early in the design. We are going to try to open cut it as much as possible. Open cutting allows it to be shallower than when we bore and for operation purposes our operations folks like the lines easily accessible to go back in and work on it at any time.

Councilmember Johnson - So when you go on roads, etc. are you going to open cut those streets or are we going to bore there?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - We bore streets typically unless it is like a gravel road or something, but if it is concrete, we bore those.

Councilmember Johnson - Are those also going to be shielded? Are you going to run case in case?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - No it will be the bare steel line itself. We design it such that the wall is thick enough to withstand the external loading. Refined casing tends to cause corrosion issues. That is a practice we no longer do. It will be uncased. Core areas, specifically, they almost always require us to bore them. I believe there will be some combination of both boring and open cut. Depending on where we are at within the project and if it filled the Corp property, we may have to bore it because of the Corp restrictions and limitations of a steel line. That will dictate first and foremost and then like we mentioned from an operational standpoint, we try not to dig that deep so that we can have access to the line.

Councilmember Johnson - Go back to the slide going through the park, through the softball fields. How do you think it's going to be buried through there? Is it going to be buried at its current depth or are we going a little deeper? It's not very deep, I can tell you that.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - I'm not certain on the current depth is, so I cannot comment on that. The minimum is five foot.

Councilmember Johnson - Are you going to base off the surveys from the park area or have you guys resurveyed to get your elevation correct?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - Yes. We have surveyed it and have all of our elevation data.

Councilmember Johnson - When that park was designed the survey was missed and it was about almost three foot off from where it should have been. That is why that line is kind of shallow in there. We've had some issues with that line and the depth. So I wanted to make sure that you guys hit the right surveys and didn't take for a law that what we have surveyed out there is correct because it is not.

Michael Mangum, Project Engineer, ATMOS energy - I just want to ask while we are here, do you all have any future plans for that piece of property?

Councilmember Johnson - It's eventually going to be a ball field at some point. That is in the master plan. You might want to consider that as you get ready to cut through there about your depth. Because that is where we've had problems out there. There's places that are shallow and we've had problems with it. If you cut it too shallow, we have a hump and we don't want the hump.

Councilmember Glockel - Regarding the 16 inch line are you going to maintain this line and service during the time of construction and are you going to duplicate the line. You're not changing capacity so I am assuming you are not taking this one out of service. Is that correct?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - This one will remain in service until the other one is fully operational. Once it is operational, this one will be abandoned in place.

Councilmember Glockel - Does the other one allow you different pressures where you have different capacities or is it still the same capacity?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - This line right here we cannot run a smart pig through that is a device that can go through the pipeline the engineer here can probably explain what that is. The new line will be pigable, which is a compliance driven issue.

Michael Mangum, Project Engineer, ATMOS energy - We have circum fittings in there that can make it through it makes it difficult to be able to inspect the line without having to dig it up everywhere. The future line will be designed with such in mind so that we can run a peg from point A to point B and see what the pipe wall looks like on the inside. I think you were asking a question about pressure?

Councilmember Glockel - I was curious if you if you are replacing the line because of its physical age. You are obviously not replacing it because you need more capacity.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - It is like your water program. You have aging infrastructure. A lot of the infrastructure in this country, as you are all aware, is aging. We are constantly monitoring our system and we go in and replace aging infrastructure all of the time. This was back from 1954, which is a pretty good run. That's really the driving force behind it. Just system safety.

Councilmember Glockel - When it is all said and done and you are finished and you have the smart pegs, the capacity of that pipe is it greater or equal to what you have today?

Michael Mangum, Project Engineer, ATMOS energy - It will be greater from a pressure standpoint.

Councilmember Glockel - So you are going to run greater pressure or because of the surface inside you have less resistance?

Michael Mangum, Project Engineer, ATMOS energy - We will have the ability to run it at a slightly higher pressure should we chose, but it's pretty minimal at this point. Mainly like John mentioned, the reason is to have a proactive approach to replacing aging infrastructure.

Councilmember Glockel - What pressure is the old one running at and what is the maximum pressure this new line is going to run?

Michael Mangum, Project Engineer, ATMOS energy - The old one is 500 pounds and the new allowable pressure for this one will be 800 pounds. We probably would not go above 600 pounds. I think currently it operates at around 400 pounds.

Councilmember Harrison - Regarding the park, Councilman Johnson asked if you were going to trench down to that park. When you leave that area after trenching, what would we expect it to look like? There is a pond right there, so if you are going to trench through that what is the expectations so that we can look at it and see what we are going to do. What is going to happen to us?

Michael Mangum, Project Engineer, ATMOS energy - We typically restore the surface of the property to the condition it was prior to our work. If there is grass there, we will put grass back. If there is dirt, we will put dirt back. The only thing we don't put back is any encroachments that are within our private easement - that our land department handles and that would be based on whatever encroachment agreements that were entered into whatever those speak to. Now if there is grass, like HOA strip, we will put the grass back.

Councilmember Glockel - Is the detention pond considered an encroachment?

Michael Mangum, Project Engineer, ATMOS energy - I cannot answer that. That is something our land department will deal with. They have all the records. Usually if there is an encroachment, there is a record of it. Usually the land owner enters into agreement with ATMOS to put the encroachment within the easement. If there is no encroachment that is something that is going to be addressed by the land department.

Is that a detention pond Corinth created or was it naturally occurring or is that something that drains?

Councilmember Johnson - Originally, it was a naturally occurring low spot as we graded and worked the park we started using it for detention at that point. So it was a naturally occurring spot.

Michael Mangum, Project Engineer, ATMOS energy - To answer your question somewhat more on. I've seen this be dry in that case because it's not necessarily that big of a deal, let's pull the water and that is something we may consider boring at this point - we don't know because we have not finalized that yet. It really depends on the conditions of the site as we go. We may look to bore that.

Councilmember Harrison - Rather than us sit here and go through and say what is going to happen. Are you all going to meet with the engineer in our city and get all the answers to the questions that he has together and then come back and tell us what you are going to do?

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - That is why I passed out my contact information so you can call me at anytime to ask any questions you may have and I will get you the answers.

Councilmember Harrison - The problem is, each individual council, it wouldn't work that way. We would have to come to the City Manager and he would have to ask the engineer to go down there rather than us get involved. I'm suggesting the quickest way and the more efficient way to get us answers.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - We are happy to come back as we get more information or as we get closer to construction. If you have any questions, please don't hesitate to reach out to us. We want to be open and transparent. I know that is not always the utility mentality, but we try to communicate with the community.

Bob Hart, City Manager - We will work with the staff and provide a summary at the end.

Councilmember Harrison - Some citizens are going to ask you what you are doing. If we are all on the same page with the city then we can help try to solve those questions.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - I appreciate that thought. I appreciate everyone trying to stay on the same page. I know typically that we start out projects by reaching out to land owners that are directly affected by putting the pipeline on their property then they talk to their neighbors and the neighbor talks to someone four doors down and all of a sudden social media is blowing up. As you can imagine it gets out ahead of us so we are trying to be proactive and that is why we appreciate you inviting us tonight so you can be informed that way when residents do contact you - you actually have something you can share with them.

Michael Mangum, Project Engineer, ATMOS energy - By the half of the year once we have everything designed we can be more transparent because we know the answer to what every question will be. We will have someone from our right-of-way group go out and contact all of the affected land owners and let them know this is coming. I think part of the issue is

doing it too early is the questions that we necessarily cannot answer - it's not that we won't. We'd rather them not assume the worst or assuming something that is not correct. We are trying to find an appropriate time to do that announcement.

Councilmember Johnson - I appreciate you coming out and doing this. My daughter is a compliance officer for Spectra Energy in the Boston area and they are pulling pipeline to Boston from Pennsylvania. She gets to go to these meetings and I get to hear about it. You are pushing dry gas through this, right? It's not wet, you don't bring it down and dry it at the pump house, right? It's dried in Denton and then pulled?

Michael Mangum, Project Engineer, ATMOS energy - It's pipeline quality by the time it gets here. There is no type of processing that is done to this.

Councilmember Johnson - As you go through the park, there are places as you continue south on that line where it goes right through the drainage area and you continue south you see that it crosses a trail. We have a huge contingency in this town of trail bike riders and they are going to be very concerned about how sensitive you are to what they call their trails. The less time you have them out of operation the happier everybody will be. There is a huge amount of usage on those trails.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - The trails will probably be out of service while we do our project. If they have an encroachment agreement for that sidewalk it should explain to them in that agreement that if we ever need to work on the line or replace the line the trail may be gone.

Councilmember Johnson - That is something that you will need to stay in touch with the City Manager on so he can keep with Keep Corinth Beautiful because they are the ones that field all of the calls and emails and the flood of what's going to be many complaints. We've got to have communication.

Mayor Heidemann - If you can put something together like you did for AGL. Get to the city so they can put it on their website.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - I am not familiar with what AGL did.

Councilmember Johnson - They have a whole website that was updated every day.

John Manganello, Manager of Public Affairs, ATMOS energy - Northern Denton County - We won't have that. This project is not as massive as AGL. We have projects this size going on all over our system. I'll be happy as best as I can to get you communication out there. Anything you can think of, I'll be happy to work with you. But at this point in time there is no portal that someone can go to and click on project update. If you want to put something on your city website, I'd be happy to help you with information to put on there.

Mayor Heidemann recessed into Closed Session at 6:25 P.M. See Closed Session.

ADJOURN WORKSHOP 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 6:25 P.M. until 6:57 P.M.

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

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

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.

No Action Taken From Closed Session

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:00 P.M.

Meeting adjourned.

Approved by Council On _____ day of _____, 2017.

Kimberly Pence, City Secretary City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:March 30, 2017 Special SessionSubmitted For:Kim Pence, City SecretaryCity Manager Review:Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the March 30, 2017 Special Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the March 30, 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 March 30, 2017 Special Session Minutes.

Minutes

Attachments

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this the 30th day of March, 2017 the City Council of the City of Corinth, Texas met in a Special Session at the Corinth City Hall at 5:30 PM, 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:

Present:	Bill Heidemann, Mayor
	Joe Harrison, Mayor Pro-Tem
	Sam Burke, Council Member
	Scott Garber, Council Member
	Lowell Johnson, Council Member
	Don Glockel, Council Member
Staff Members Present	Bob Hart, City Manager
	Lee Ann Bunselmeyer, Finance Director
	Debra Walthall, Chief of Police
	Greg Wilkerson, Asst. Chief of Police
	Fred Gibbs, Planning and Development Director
	Curtis Birt, Fire Chief
	Michael Ross, Deputy Fire Chief
	Cody Collier, Public Works Director
	Mack Reinwand, City Attorney
	Kimberly Pence, City Secretary
	Jason Alexander, Economic Development Director
	Shea Rodgers, Technology Service Manager

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

Mayor Heidemann called the meeting to order at 5:30 p.m., Councilmember Garber delivered the invocation and led in the Pledge of Allegiance.

CONSENT AGENDA

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

1. Consider and act on a Unified Sign Plan for Bill Utter Ford Addition in the City of Corinth, Denton County, Texas. Having a physical address of 4901 IH 35E.

Mayor Heidemann recused himself from any discussion on item #1.

Councilmember Harrison - pulled items 1, 2, and 3 from the Consent Agenda.

Councilmember Harrison - I noticed on the signage the wall is 39 inches in height what does the unified Development Code specify?

Bob Hart, City Manager - 24 inches.

Councilmember Harrison - on the 24 inches, we made provisions and we have accepted other signage greater than 24 inches. What was our maximum?

Fred Gibbs, Planning and Development Director - it may have been in the range anywhere from 30 inches to close to 40 inches. I believe CVS was one that was 36 inches.

Councilmember Harrison - why don't we change the Unified Development Code (UDC) so we don't have to keep coming back to Council and approving these things.

Bob Hart, City Manager - we are going to bring you a number of recommended changes in the UDC and I think the signs along I-35 will be one of them.

MOTION made by Councilmember Johnson to approve item #1 on the Consent Agenda. Seconded by Councilmember Garber.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:None

MOTION CARRIED

2. Consider and act on a Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study in an amount not to exceed \$20,000.00.

Councilmember Harrison - I have nothing in here on the CBRE, Inc. what are their qualifications?

Jason Alexander, Economic Development Director - my apologies for not including that in your packet. CBRE is a leading expert in hospitality industry as well as in commercial development overall. They have quite an extensive presence at conferences like ICSC as well as helping private developers and other municipalities with securing hotels.

Bob Hart, City Manager - when we called the hotel developer that I have done work with and asked they were quite complimentary of them as well. They said the study would be very helpful in helping us in the community.

3. Consider and act on the approval of an Interlocal Agreement with Region VIII Education Service Center for cooperative purchasing on the Interlocal Purchasing System (TIPS) Program.

Councilmember Harrison - what is this program do for us?

Bob Hart, City Manager - there are probably 10 or 15 consolidated purchasing agreements. Organizations that have these purchasing agreements around the state and I always like to have several of them available when we are looking to buy projects or items for bid. I always like to check the bid numbers against 4 or 5 of these companies so that we can be assured that we are getting the best prices. TIPS is a very strong outfit because that is where all the schools buy products through and it is especially helpful in buying vehicles. It is kind of like Buyboard or HGAC, They go out for bid for products and we can actually buy those products off their bid so it helps us with our process and cost savings. It is one more tool that we have at our disposal.

MOTION made by Councilmember Harrison to approve items #2 and #3 of the Consent Agenda. Seconded by Councilmember Garber.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:None

MOTION CARRIED

- 4. Consider and act on a resolution of the City of Corinth suspending the April 21, 2017, effective date of ONCOR Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates.
- 5. Consider and act on a Resolution nominating one candidate to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.

<u>MOTION</u> made by Councilmember Harrison to approve items #4 and #5 of the Consent Agenda. Seconded by Councilmember Johnson.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT: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.

There were no Citizens Comments made.

BUSINESS AGENDA

6. Consider and act on a contract amendment for Construction Manager at Risk Services to accept the Guaranteed Maximum Price for the construction of the Joint Public Safety Center and Fire Station.

Bob Hart, City Manager - I will be talking today about the combined totals and will use that as a reference. When we talk about the Guaranteed Maximum Price, this is the contract amount with Sedalco. Sedalco received bids for the construction of the Joint Public Facility Center and Fire Station on Wednesday, March 15th. Based on the bids received, Sedalco has established a guaranteed maximum price of \$8,857,897. The city's responsibility in terms of the work that has to be done to get into these buildings is just over \$1 million dollars. The total project cost is about \$9.9 million dollars. We have \$7.7 million available and the short fall is just under \$2.2 million.
The base bid that Sedalco received is the \$8.2 million and then we have the bid alternates. The mill work is dealing with the cabinets. The site fencing and gates will make the back area a secure area for the police vehicles. It does not interfere from folks entering the fire station from FM 2181 or from the back side. The holding Cells and Sallyport has been discussed at some length. The four fold bay doors that is using the inward folding doors instead of overhead doors. These doors are more costly but they have much less maintenance and they do not wear out do from a costing point these will pay for themselves in a few years.

Description	Joint Public Safety Center (Renovation)	Fire Station (New Construction)	Combined Total (Both Facilities)
GMP Estimate (90% Progress)	\$3,838,203		
ALTERNATES			
Millwork	\$69,604		\$69,604
Site fencing and gates	\$23,476		\$23,476
Holding Cells and Sallyport	\$402,231		\$402,231
Monument Sign	\$21,320		\$21,320
Four Fold Bay Doors		\$120,000	\$120,000
Total Alternates	\$516,631	\$120,000	\$636,631
GMP Estimate (Including Alternates)	\$4,354,834	\$4,503,063	\$8,857,897
Project Budget	\$3,600,000	\$4,100,000	\$7,700,000
Project (Shortfall)/Excess Budget	(\$754,834)	(\$403,063)	(\$1,157,897)

When we go into the owner responsibility, this is the portion of the building where we have some responsibilities and I think the intention from the beginning was that we have Sedalco doing the bulk of the building but there would be some responsibilities that we have but it is set up this way so that we can save some money and we could deal with these directly.

Because the public safety building is an existing building there is no impact fee there but there is an impact fee on the fire station because that is a new building. This is being treated like any other building going up in town so we are not exempting ourselves from any of the requirements from other businesses.

Also, the data cables, network switches, furniture, appliances, extractor, air fill station, materials testing and third party air monitoring are excluded from the construction contract and are the responsibility of the city. In addition the building will require furniture, appliances, an air tank fill station, extractor, and evidence room equipment.

The furniture is an estimate that we have in here and the way we arrived at that is looking at the amount of square footage and the number of offices to use to make estimates and that what's been done here. We will come back to you as part of the budgeting process.

Description			Combined Total (Both Facilities)
Impact Fees		\$24,171	\$24,171
Tap Fees	\$2,315	\$5,365	\$7,680
Data Cabling	\$69,750	\$5,250	\$75,000
Network Switches	\$51,410	\$4,089	\$55,499
Materials Testing	\$15,000	\$45,000	\$60,000

Air Monitoring	\$3,000		\$3,000
Residential Appliances	\$7,000	\$15,900	\$22,900
Refrigerators and Evidence Lab Fume Hood	\$21,500		\$21,500
Extractor		\$19,000	\$19,000
Air Fill Station		\$40,000	\$40,000
Furniture	\$550,000	\$50,000	\$600,000
Total	\$719,975	\$208,775	\$928,750

The discussion here now is how we deal with that number and the recommendation that I would make to you in this regard is we have a 2007 debt issue partly GO Bond and partly Certificates of Obligation that needs to be refunded. We would bring that to you as a refunding recommendation even if this building were not in play. This is something that needs to be done from a financial management standpoint where the interest rates differential is great enough now and the time period has passed from time of issuance to the debt so it is now eligible for refunding or refinancing.

The interest savings that will achieve in refunding this debt will free up about \$1 million dollars in debt capacity. The recommendation would be to take the furniture and pay for it out of the reserves and then look at debt financing about \$1.6 million. The reason for that is you want to make sure that your debt issue and the life of your assets match and that is the reason we are lifting the furniture out of that.

A CO is Certificates of Obligation and a GO is General Obligation Debt. The only distinction between those is a CO the City Council authorizes and a GO is voter approved. We would come back and ask the Council to do an Ordinance that would allow for the refunding and that is a typical standard in Cities because the interest rates have been low.

Councilmember Burke - are we going to be extending the length of time it takes to pay off the debt when we refinance?

Bob Hart, City Manager - typically we do not.

Lee Ann Bunselmeyer, Finance Director - they did not run it to extend it.

Councilmember Burke - do you know when that would be do if we don't refinance?

Bob Hart, City Manager - it would be 2027.

Councilmember Burke - so it will still be due 2027 or paid off in 2027 we are just changing the interest rate and we are paying some amount of closing cost to do that and the benefit is we are going to save about \$1 million dollars in interest payment correct?

Bob Hart, City Manager - it will save about \$160,000 a year in interest savings. The \$160,000 a year will service the debt for about \$1 million dollars.

Councilmember Burke - ok, the present value is about \$1 million dollars.

Bob Hart, City Manager - yes. We still have within our debt service fund we have the ability to issue about 3.5 million dollars in debt capacity. We will ask the Council to adopt a reimbursement resolution and that would be the initial step in the Certificates of Obligation (CO) and it would allow us then to capture all of the cost that we spend until the time that the CO is issued and allows

us to go back and reimburse ourselves for the money that is being spent during that time period.

Mayor Heidemann - so you would take that money out of the general fund and then just reimburse it?

Bob Hart, City Manager - yes sir.

Charlie Kearns, Eikon - furniture or FF&E is what we call it, is if you turn the building upside down and shake it, it would fall out of it. Anything that is built in, screwed, glued or mortared is not considered part of FF&E and part of the capital project.

Councilmember Glockel - I still believe that number for furniture is highly inflated. We are talking about \$550,000 for the public safety. Some of these fixtures and furniture that is already in place and is part of the building and built in is not going to be part of this \$550,000 dollars.

Charlie Kearns, Eikon - generally we try to budget between \$15.00 and \$20.00 a square foot for furniture. Part of that \$15.00 to \$20.00 dollar range is how long you want that furniture to last. We did calculate that number off of 32,500 feet of total area.

Bob Hart, City Manager - we are doing the groundbreaking on the building next week and we will bring the reimbursement resolution to you on April 6^{th} for your consideration. Construction will start around April 10^{th} . We will come back on the May 18^{th} meeting and ask for your consideration to approve notice of intent to the debt issuance and that is for the Certificates of Obligation.

When we do this the recommendation is when you give that notice you have to give a ceiling of the maximum amount that you could do. When you go out and issue the debt you can lower that amount so I would recommend to issue that for the public safety building and the fire station and also recommend that you include a line item in that for Lake Sharon Extension. In the interim, between the times that we authorize the issuance in July we can go out and get that bid and you will know where you actually stand with those numbers.

Councilmember Harrison - we could go ahead and issue the debt of \$8,221,266 but you are not finishing the building out the way I look at it. So if you take the \$636,631 which is what we proposed as the original proposal without doing the mill work, the fencing, holding cell and the Sallyport, the monument signs and the bi-fold doors or we could go ahead and finish the whole thing. If not and we went with the lower number in the future we are going to have to come back and add those things I just mentioned. It seems reasonable to me that we go ahead and issue the total dollar amount and get it over with.

Councilmember Garber - I have had the opportunity to be part of two budgets so far and one thing I think I have realized is when we kick things down the road a bit they become more complicated, harder to fund and more expensive and I see two Councilmembers here that have put in a lot of time and effort into this and also staff that has shown us how this could be funded. My recollection of the original budget amount that did not involve hours of calculations I think we said hey this sounds about right and it is a lot less then what we were originally presented with which in my recollection was \$25 or \$30 million so I agree with Councilmember Harrison on this.

Councilmember Glockel - I also agree with Councilmember Harrison. The committee did work really hard on this and I do appreciate the city staff, police department and the fire department has all worked on it. Charlies group with Eikon and Keith's group with Sedalco. This group cut the price of the building down from \$1.2 million down to less than \$500,000 at one point so I give them a hand they worked hard on it and now is the time to do it and do it right.

Mayor Heidemann - if we approve this tonight this locks the price is that correct?

Bob Hart, City Manager - yes.

Charlie Kearns, Eikon - I absolutely commend the process of the city staff and the Council went through and we have been very engaged since September trying to bring you every bit of value we can in the square footage that you have. You have a Guaranteed Maximum Price, our contract says that it is a cost plus a fee so there certainly is an opportunity within that guarantee maximum price as the drawings are developed now to have some savings. We are carrying some contingency for some unknown things within the guaranteed maximum price at this stage of the project and our deal with the city is if there are any savings that the city would get 100% of the savings. There is no guarantee of savings on the back end there are some things that could come up within the public safety building but to the extent that you are satisfied to what the drawings reflect and what the drawings currently show as far as how that project is going to be developed you do have a guaranteed maximum price for that amount of construction.

MOTION made by Councilmember Glockel to proceed with the funding required to fully fund the fire station and the public safety building including the cost of all the alternates of both the fire station and public safety building and fully fund Corinth's obligation to a total of \$8,857,897. Seconded by Councilmember Harrison.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:None

MOTION CARRIED

7. Consider and act on nominations, appointments, resignations and removal of members from the Keep Corinth Beautiful Commission.

Mayor recessed the meeting at 6:19 p.m. See Closed Session.

<u>MOTION</u> made by Councilmember Johnson to remove David Rinaldi from Keep Corinth Beautiful Commission. Seconded by Councilmember Burke.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT: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 Garber - I had a water leak about a week ago and I reached out to Cody Collier's department and I don't know if they know who the Councilmembers are and I would like to think that the service that I received is indicative of all the service that our citizens received and in fact it was quit extraordinary and they were out there within 15 minutes and even a follow-up visit from a manager the following day and I was impressed with that process and hope that everybody gets that same service. Thank you.

Councilmember Glockel - the little fishing lake that we have has not been functioning for a year or better. Cody Collier told me tonight that the spillway they think is sealed and it is just a matter of pulling the cap back on it and by Monday it should be 100%.

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.

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

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

<u>Section 551.074.</u> 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. Keep Corinth Beautiful member.

Council met in Closed Session from 6:20 p.m. until 6:35 p.m.

<u>Section 551.087.</u> 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 6:40 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the ______ day of _____, 2017.

Kimberly Pence, City Secretary City of Corinth, Texas

CONSENT ITEM 3.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:April 6, 2017 Workshop SessionSubmitted For:Kim Pence, City SecretaryCity Manager Review:Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the April 6, 2017 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the April 6, 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 April 6, 2017 Workshop Session Minutes.

Minutes

Attachments

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this the 6th day of April 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:

Joe Harrison, Mayor Pro-Tem Sam Burke, Council Member Lowell Johnson, Council Member Don Glockel, Council Member Scott Garber, Council Member

Members Absent:

Bill Heidemann, Mayor

Staff Members Present:

Bob Hart, City Manager Fred Gibbs, Planning and Development Director Kim Pence, City Secretary Curtis Birt, Fire Chief Shea Rodgers, Technology Services Manager Mike Brownlee, City Engineer Mack Reinwand, City Attorney

CALL TO ORDER:

Councilmember, Mayor Pro-Tem Joe Harrison called the meeting to order at 5:30 P.M.

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

CONSENT AGENDA ITEM

1. Consider and act on a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of eleven cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

BUSINESS AGENDA ITEM

- 2. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual of the Unified Development Code (UDC) to allow an off-site, open drainage channel for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).
- 3. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the minimum required local street width and no sidewalk as required on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

Councilmember Johnson - Overall for the Millennium pieces, I have some questions that I would like to review with the attorney. If we can review in the executive session with the attorney, I would appreciate that.

Mayor Pro-Tem Harrison - I will go ahead and read all of these and we can go to executive session to review them.

Bob Hart, City Manager - We have a PowerPoint where we can go over all items with maps and explain more details.

Mayor Pro-Tem Harrison - Can we go into executive session before we have the PowerPoint?

Councilmember Johnson - My suspicion is that questions we have are not going to be covered by the PowerPoint.

Mayor Pro-Tem Harrison - I will read these and we can go to into executive session and discuss Items 2, 3, 4 and 5.

- 4. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the required street right-of-way dedication of the existing Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).
- 5. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual out of the City's Unified Development Code (UDC) to allow a reduction in the required paving thickness on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

BUSINESS AGENDA ITEM

6. Consider and act on a Simple Recycling Agreement with Great Lakes Recycling Inc. for the collection of soft recyclables.

Bob Hart, City Manager - I have Keith here and hand-out material and a PowerPoint

Councilmember Burke - How do they make their money?

Keith Kahn, Simple Recycling, North Texas Representative - This is the curbside and textile recycling program. This program is free to qualifying municipalities of which you are one. Our business is a volume business and it is a long term business model. In the agreement that we submit to your city is a four year agreement opting out only for cause if we don't pick up, if we don't deliver the services as promised. It's about volume. It's also about us being able to have a long term agreement. Our break even point is around three to three and half years for every city that we work with.

Councilmember Burke - So you don't charge the city and you don't charge the residents either.

Keith Kahn, Simple Recycling, North Texas Representative - No charges now. The only thing we do ask the city to do is help us with the awareness campaign to get people aware that there is a way to keep this stuff out of the landfill. We encourage donating if people want to donate. 85% of these materials do not get donated, they end up in the landfill. That is why many cities are going to a curbside initiative like this. For example, the City of Plano recently put out a Facebook post that said "Donate or put it on the curb, just don't put it in the trash." That's the concept behind what we do. We don't charge anything to the city. As a matter of fact, we will be paying you \$20 per ton based on Corinth being a qualified municipality.

Councilmember Johnson - What qualified us?

Keith Kahn, Simple Recycling, North Texas Representative - It goes back to our business model. We would prefer to work with cities that have over 4,000 or more households. It's also cities within a certain area of our main warehouse which is in Irving. By distance, from a logistics standpoint as far west as we go is at White Settlement, east we stop at Mesquite, south we stop at Red Oak, Fort Worth it's Crowley, we currently work with Kennedale.

Councilmember Glockel - It mentions about containers and it shows a picture of a container - it looks like a sack maybe? If things fall out of the container it says just leave them on the curb? If items are set out, then it becomes your (Simple Recycling's) property?

Keith Kahn, Simple Recycling, North Texas Representative - Correct. The way we've set up is that we have now gone to an orange bag. To make it simpler this is the bag we are going to furnish to every homeowner. We are going to invest \$2.20 per household for those mail pieces you see in your kits. The first reminder will go out and remind the citizens about two weeks before and the one that is in cellophane goes out one week before, it has complete instructions and it has the bags inside which are now orange. They will put it out on normal recycling day. On the bag it tells them what goes in the bag, shoes, clothing, housewares, women's clothes, children's clothes, kitchenware, etc. They are going to fill this up and put it out with their normal recycling day next to their recycling buggy. Our trucks are going to come by, we are going to pick that up. We will replace the bag with another bag. We'll tie it off on the recycling cart or put it under the welcome mat of the homeowner. After that happens we are going to take that material back to our warehouse. We are going to weigh it and cut you a check for \$20 per ton for everything we collect on a monthly basis. So you'll have your statement and a check. As regards to the agreement, obviously we have draw ties. The only thing that can contaminate the material for us is moisture, so we are instructing the homeowner to put the stuff in there tie it off, put it out on your recycling day, our vehicles will be there to pick up. So they don't have to remember any special days, they don't have to remember anything special to do. Now as far as the agreement says, I know what you're talking about. We've never had that as an issue. We are now in over 60 municipalities in five states. We've never had an issue and we've never lost an account for lack of performance or for anything that may have upset the homeowners. Our tendency is to pick up. If it's in the bags, we pick it up, if it's something outside, we want to pick it up. We don't want to have a homeowner situation where they are upset. At the end of the day, that language is meant in the event that if something falls out that maybe didn't belong in here to begin with.

Councilmember Glockel - In different places they say it should be in the container for it to be picked up and others may say it could be set aside of the container as long as it is soft recyclable products. Then again it says, if it is outside of the container, we are not going to pick it up.

Keith Kahn, Simple Recycling, North Texas Representative - We might need to red line that and get it more specific in the agreement. We can do that. The idea is to get it picked up. Obviously we are not going to pick up sofas and big screen TVs and things like that. It's textiles, clothing, housewares, shoes and those type of things.

Mayor Pro-Tem Harrison - What if a resident in the City of Corinth doesn't want to use you, what does your agreement say about that? What if they rather use someone else? Does your agreement specify that we only use you?

Keith Kahn, Simple Recycling, North Texas Representative - The agreement is a four year agreement only for cause. Yes. We want to be the only.

Mayor Pro-Tem Harrison - If Community Services over at Lewisville wants to come over or Disabled Veterans wants to come over and pick up items.

Keith Kahn, Simple Recycling, North Texas Representative - Yes. They are welcome. We encourage donation. At the end of the day, we don't compete with those people. We compete with the landfill.

Mayor Pro-Tem Harrison - There's no landfill. They are picking up the same thing you are picking up. Clothing and everything else.

Keith Kahn, Simple Recycling, North Texas Representative - Right. And we encourage people to donate and to do that. Despite all that, Plano has all of those same things. They have a lot of non profits, a lot of charities, a lot of clothing and shoe drives. Despite all that we picked up over 100,000 pounds since we started in November. Despite all of the efforts that are out there collecting material, just like the EPA says, 85% is ending up in the landfill. This is just a convenient, easy way for those people who won't, don't or just can't donate.

Councilmember Johnson - They pick up the bag, they replace the bag if there's more stuff than one bag will hold so do they put it in another bag right there with it?

Keith Kahn, Simple Recycling, North Texas Representative - They can, yes. They can also call us for extra bags. We also have some stickers that we can hand out to them also. With the cities that we work with, too, we can give them some bags where they can have some extra bags at Public Works or wherever you want to have them and people can come by and get those. But again, we would like them to call us or email us because our vans are going to be out there so we can drop off those bags.

Councilmember Johnson - Is it one particular day of the week that you will be covering the entire city?

Keith Kahn, Simple Recycling, North Texas Representative - Yes. Our vans cover between five and six thousand homes a day. Initially we'll have a lot of excitement and we'll get some people participating somewhat, but over time we have to keep reminding people and that is when we do the direct mail piece. We ask the cities to help us with awareness campaigns on their Facebook, on their social platforms, email, etc. How ever you communicate with your residents. From there, the participation will be between three quarters to a pound per homeowner per month, initially. As it becomes routine as they become more aware the numbers tend to increase.

Councilmember Johnson - Commercial accounts, like apartments, do you go there?

Keith Kahn, Simple Recycling, North Texas Representative - Right now for apartments we are doing a couple of beta tests on a few different complexes around the Metroplex because we are trying to get that because it has it's own paradigm, it has its own challenges. That is in the works. We hope to have that. It's definitely needed. We get a lot of requests for that. City of Bedford has been with us for a long time and Euless is right next door, they are 70% apartments and have told us that they need something for apartments. We are definitely working on that. We don't have the access to the apartments. Some of the newer apartments are gated and we cannot get in.

Councilmember Johnson - In my prior life I was a Dallas police officer. I spent more time than not arresting people that were stealing out of Goodwill bins. We put it out on the curb, if it's pilfered or anything like that your residents see it pilfered are you guys going to be the ones who step up and prosecute these people or are we just going to say, go to the next street?

Keith Kahn, Simple Recycling, North Texas Representative - That's why it says it on the bag that this is our material. That's why it says it - it's to discourage theft. I'll tell you our history . . . in Plano we had an individual going around taking items, one of our vans videoed the guy, so I took it down to Plano and we asked them to tell this guy he's not supposed to be picking this stuff up. We weren't trying to aggressively prosecute someone for a bag of textiles, but we'd like them to know in a nice friendly manner from the city that you are not supposed to be doing that. If you could do that, that would be another thing that would be very helpful.

Councilmember Johnson - I know we have a huge number of junkers or folks that hit the night before the trash is picked up and they sort through everything to see what they can find. I can see these bags going out and in the morning you come out and it looks like a coyote tore through it.

Keith Kahn, Simple Recycling, North Texas Representative - You are not the only city. To be very frank if I were to say that is not an issue, that wouldn't be accurate. We do have occasional situations and with a little discouragement from law enforcement goes a long way.

Mayor Pro-Tem Harrison - What day of recycling are you picking it up?

Keith Kahn, Simple Recycling, North Texas Representative - When is your recycle day?

Mayor Pro-Tem Harrison - They are different.

Keith Kahn, Simple Recycling, North Texas Representative - We pick up every day then. Whatever day that section has their recycle buggies out, we would be picking up that day. So we will be here five days a week.

Bob Hart, City Manager - It's not exclusive to answer your question on that.

Keith Kahn, Simple Recycling, North Texas Representative - Any non profit or charity that wants to do that. What we don't want to do is have someone who tries to copy our exact model and come in and try to say we want your business. Why? It's free and we are paying the city \$20 a ton. It's a long term business model for a cause. We've never lost a city. We pride ourselves on that. We want to keep that going forward. So we look forward to working with you guys and your city.

Mayor Pro-Tem Harrison - Item 6 are you going to present in the Council?

Bob Hart, City Manager - I can make the presentation or Keith can make the presentation. It depends on the time frame you are looking at. It would probably be helpful if we could do the PowerPoint presentation.

Mayor Pro-Tem Harrison - How would you all like to have it? Do you want the PowerPoint now rather than at Council?

Councilmember Johnson - I think it needs to be presented to the general public since they are the ones that are going to be affected.

Mayor Pro-Tem Harrison - Let's do a presentation at the Council session.

BUSINESS AGENDA ITEM

7. Consider adoption of a resolution expressing intent to reimburse cost of projects.

Councilmember Glockel - That's just so we preserve our rights, correct?

Bob Hart, City Manager - That is right.

Mayor Pro-Tem Harrison recessed into Closed Session at 5:47 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 Executive Session From 5:48 P.M. until 6:45 P.M.

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

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

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 6:47 P.M.

Meeting adjourned.

Approved by Council On _____ day of _____, 2017.

Kimberly Pence, City Secretary City of Corinth, Texas

CONSENT ITEM 4.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:April 6, 2017 Regular SessionSubmitted For:Kim Pence, City SecretaryCity Manager Review:Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the April 6, 2017 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the April 6, 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 6, 2017 Regular Session minutes.

Minutes

Attachments

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this the 6th 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:

Joe Harrison, Mayor Pro-Tem Sam Burke, Council Member Lowell Johnson, Council Member Don Glockel, Council Member Scott Garber, Council Member

Members Absent: Bill Heidemann, Mayor

Staff Members Present:

Bob Hart, City Manager Fred Gibbs, Planning and Development Director Kim Pence, City Secretary Curtis Birt, Fire Chief Shea Rodgers, Technology Services Manager Mike Brownlee, City Engineer Mack Reinwand, City Attorney

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

Mayor Pro-Tem Harrison called the meeting to order at 7:00 P.M., Councilmember Garber delivered the invocation and led in the Pledge of Allegiance.

PRESENTATION:

Curtis Birt, Fire Chief gave a brief presentation on fire activity. See Exhibit A.

In 2015 you will see we had an increase of about 6.80% from the year prior. In 2016 it went up to 2.69% calls. Corinth went down in 2016 by 3% and Hickory Creek went up 24% in calls. There was an 85% increase since 2004 when Firehouse #2 was opened. From 2008-2012 we had a 21% increase or 479 calls and in 2013-2016 we had a 15% increase or 517 calls. In 2004 we had 5.14 incidents per day and now we are up to 9.59 incidents per day and that is both stations combined per day.

Currently we bring about 806 calls and the incidents by type is the way we have to report these to the state and federal government. About 50% of our calls are EMS. Most cities are anywhere from 65% to 85% EMS so we are a little less than most cities. Right now when you look at our call volume we are at the slowest part of our year. January until about May is our slow period and from July through November the calls are very different. We didn't have any winter events this year so that has put the count even lower. The following slides are a breakdown of calls we received and how they were transported and the incident type description.

CONSENT AGENDA

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

1 Consider and act on a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of eleven cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

<u>MOTION</u> made by Councilmember Garber to approve the Consent Agenda as presented. Seconded by Councilmember Burke.

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

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.

There were no Citizen Comments made.

BUSINESS AGENDA

2. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual of the Unified Development Code (UDC) to allow an off-site, open drainage channel for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

Bob Hart, City Manager - there are four items listed here and Fred will cover all four items and I think that will help to understand the context to see it entirely.

Fred Gibbs, Planning and Development Director - this property is located on the northwest side of I-35E and Dobbs Road. It is approximately 24.197 acres and is zoned PD MIX-C (Planned Development Mixed

Use Commercial). City Council approved the zoning on August 18, 2016. Since then, City staff has received a full detailed site plan, preliminary plan and final plat which included the full construction documents. The formal requests that are being applied for tonight is the offsite drainage channel, the other three are dealing with specifically the Dobbs Road right-of-way request.

The offsite drainage request requires an enclosed storm system when the rate of storm runoff does not exceed 200 cubic feet per second (cfs). The applicant is proposing an offsite drainage easement in the form of an open channel swale on the adjacent property.

The Planning and Zoning Commission recommended 5-0 to approve the major subdivision waiver with the condition that the property owner, developer in this case, would maintain the offsite easement. Installing the offsite open swale in lieu of the enclosed system will allow the adjacent land owner more options to develop the property.

MOTION made by Councilmember Burke to approve the variance subject to the staff's condition that the landowner maintain the offsite easement. Seconded by Councilmember Garber.

MOTION CARRIED

3. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the minimum required local street width and no sidewalk as required on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

Fred Gibbs, Planning and Development Director - The applicant is requesting a Major Subdivision Waiver to Section **3.05.13.K. Streets**, specifically in regards to the minimum local street width and a four foot (4') wide sidewalk. Under this section, Dobbs Road would be required to have two 15-foot lanes of traffic with a four foot (4') wide sidewalk on the developing side of the street.

The applicant is requesting to construct two 12-foot lanes, keep the existing bar ditch and not include the four foot (4') sidewalk, since the road would be relocated to the south in the future. Our adopted Thoroughfare Plan shows Dobbs Road to be shifted south in order to align with Lake Sharon via an underpass under I-35E to create the City's loop. The shifted road would be the new Dobbs Road and the existing section would be abandoned or repurposed for future development. TXDOT has indicated that Phase 3 of I-35E which includes the underpass would be 7-10 years away depending on future funding.

The Planning and Zoning Commission recommended 5-0 to approve the Major Subdivision Waiver with the condition that the developer update the TIA as the site develops, and subject to any future staff comments during the development process.

Staff recommends approval of the Major Subdivision Waiver per the P&Z recommendation.

Bobby Dollak, Engineer, I-35E Millennium - Section 3.05.13.0 - Streets, of the City's Subdivision

Ordinance, specifically in regards to Street Right-of-Way Dedication.

Under Section 3.05.13.C, Dobbs Road would be required to have a minimum of 50' of right-of-way to meet the City's standard for a Local Street Classification. Although there is no record found that dictates the actual right-of-way for Dobbs, it measures to have a right-of-way of approximately 38 feet. According to the City's Thoroughfare, it is planned to shift Dobbs to the south in order to align with Meadows Oak via an underpass under 1-35E to create the City's loop. Therefore, in lieu of the required 50 feet of right-of-way, we respectfully request to honor the existing right-of-way since the road will ultimately be relocated in the near future.

Section 3.05.13.K - Streets, of the City's Subdivision Ordinance, specifically in regards to the minimum street width and a four foot (4') wide sidewalk.

Under Section 3.05.13.K, Dobbs Road would also be required to have two 15-foot lanes of traffic with a four foot (4') wide sidewalk on the developing side of the street. We respectfully request to provide two 12-foot lanes of traffic and to keep the current bar ditch cross section (omitting the four foot (4') wide sidewalk) since the road will ultimately be relocated in the near future.

Section 4.01.02.A - Pavement Thickness Requirements, of the City's Engineering Standards Manual, specifically in regards to the required pavement of Local Streets.

Under Section 4.01.02.A, the type of material that is required for Dobbs Road is concrete that is at least 6 inches thick on top of a 6 inch compacted sub-base. The road pavement is also required to be at least 30 feet wide with curb and gutter. We are proposing to improve Dobbs by widening it to be a 24 foot asphalt material that is 4 inches thick on top of the existing subbase. We are not proposing curb and gutter but rather utilizing the existing bar ditches to convey the run off. Due to the temporary nature of the road, we believe it would be unnecessary to use permanent materials, such as concrete and curb and gutters, when the road will be shifted in the near future.

According to the Subdivision Waiver application, justification must be provided based on four conditions. The remainder of this letter will serve to explain our justifications of the proposed waiver requests.

<u>Condition A</u> - That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

The City's Thoroughfare Plan establishes the future alignment of Dobbs Road. The existing location of Dobb's will be better served by the community as a whole as indicated on the Thoroughfare Plan. Therefore, the improvements we are proposing are meant to be temporary in order to adhere to the goals of the Comprehensive Plan. We would not like to give the illusion that the existing location of Dobbs Road will remain by using permanent materials, adding a sidewalk, and removing valuable real estate with highway frontage for right-of-way. It would be detrimental to the City and residents to not respect the goals that were established in the Thoroughfare Plan which is to complete the City's loop.

<u>Condition B</u> — That the waiver is necessary for the preservation and enjoyment of a substantial

property right.

The Millennium project was planned with the knowledge that the Dobbs Road frontage would be removed in the near future. The previously approved development applications have further acknowledged that fact. During the planning stages of the project, we strategically selected certain uses that would not be negatively impacted by the removal of the Dobbs street frontage. These plans have been approved by the City. Therefore, the right our client has to develop his property would be hindered if the ultimate right-of-way width, width of the lanes, the addition of a sidewalk, and permanent materials are required for Dobbs.

<u>Condition C</u> — That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.

There will be no detrimental impact to the public health, safety or welfare. We are improving Dobbs to make it wider than it is today, which is 20 feet, to allow for 2 lanes of travel at 12 feet wide each. Currently, Dobbs road is not striped and it serves like a rural road. We are proposing to stripe the lanes in order to convey traffic in a more safe and efficient manner.

<u>Condition D</u> — That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.

As explained above, the shifting of Dobbs Road to the south to complete the City's loop system is the intent illustrated on the Thoroughfare Plan. By designing temporary improvements to the existing Dobbs Road, and providing for the safe travel of motorists, we feel that our plans meet the spirit and intent of the City's Ordinances. The Thoroughfare Plan is the guide to how the street networks of the City benefit the City and its residents as a whole. We would like to honor that plan to fulfill the goals of the City.

Councilmember Burke - would 13 feet per lane be workable?

Bobby Dollak, Engineer, I-35E Millennium - anything higher is better. Again, our challenge in working with you and with this developer is to fit it in that prescriptive right-of-way. 24 feet gets some nice bar ditches on each side. You are not leaving yourself much room for your conveyance and your water down each side. We are certainly open to that and I think it is achievable.

Councilmember Garber - is it 25 feet that staff would like to see or is it 26 feet? There seems to be a little confusion.

Fred Gibbs, Planning and Development Director - initially it was 24 feet and 25 was being proposed. We feel the 24 feet will work, but if the applicant and the Council want to make that 26 feet that is fine also.

Councilmember Garber - the 24 feet is current. It was discussed previously that it was one foot on either side of the 24 ft., but now it just may be $\frac{1}{2}$ foot on either side of the 24 ft. What is staff's actual recommendation for the width of the road?

Fred Gibbs, Planning and Development Director - we would be fine with 25 ft. as well.

Councilmember Harrison - my concern about the sidewalk and the width of the fire lane of Dobbs Road is the two apartment complexes were built off of a model down at College Station and the majority of those people have 1. A dog, 2. A bicycle. My question is how do we connect those uses from those bicycles and those dogs, how do we connect them to the trail off of Quail Run? Where are they going to ride?

Bobby Dollak, Engineer, I-35E Millennium - you have no sidewalks to it right now. They are not going to ride on the service road or anywhere, they are not going to ride on Dobbs unless they carry their bike over to the trial.

Councilmember Glockel - how much of the prescriptive road do you own?

Bobby Dollak, Engineer, I-35E Millennium - we don't own any of it, it is prescriptive?

Councilmember Glockel - I have prescriptive roads on two sides and my property lines were not in the middle of it so we talked about reverting back to the property owner. Sometimes the road was all on my property and sometimes just a portion of that.

Bobby Dollak, Engineer, I-35E Millennium - if I would have brought my surveyor he could have explained it. He researched it a lot. It is not owned by the owner of the south tract or the north tract at this time because their deeds did not include it. It is just over time it became prescriptive and the deeds got written to the north line and the south line of that. So if the current property owner as they bought it, it would revert back to the previous owner in the older deeds that went to the center line of Dobbs. The heirs of the prescriptive right-of-way no longer own either one of the pieces of property.

Councilmember Glockel - the 306 feet or whatever it is from your entry back to Carpenter Road needs to be semi-permanent.

Bobby Dollak, Engineer, I-35E Millennium - we don't disagree.

Councilmember Burke - we had some discussion about the sidewalk. Ultimately we want to provide you with connectivity and have escrow funds to put a sidewalk along that driveway down Carpenter where it will eventually hit the anticipated Corinth Parkway extension. Is that objectionable to you?

Bobby Dollak, Engineer, I-35E Millennium - no it is not. What size sidewalk are you looking to do?

Bob Hart, City Manager - I think what we would want would be 5 feet. That would be sufficient for bicycling and walking.

Bobby Dollak, Engineer, I-35E Millennium - and at what time would that be escrowed at? At that time this infrastructure is going in right now?

Bob Hart, City Manager - I would think at the time of issuance of the CO for the apartments.

MOTION made by Councilmember Burke to approve the variance as requested subject to staff's conditions as presented and the additional following conditions: Dobbs Road should be required to have two 12 ½ foot lanes for traffic and the property owner escrow funds with the City at the time of the issuance of Certificate of Occupancy for the first apartment building completed, construct a 5 foot wide sidewalk from the south east entrance of the development as shown on the site plan east to Carpenter Lane and South to the future Corinth Parkway. Seconded by Councilmember Garber.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:Mayor Heidemann

MOTION CARRIED

4. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the required street right-of-way dedication of the existing Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

Councilmember Burke - we have discussed as a potential condition of granting this variance and dedicating some additional drainage and utility easements, is that still necessary given the 25 foot total right-of-way?

Fred Gibbs, Planning and Development Director - I think to be on the safe side you may want to put the condition in there and if the applicant needs to dedicate an additional easement that they would accommodate for that as part of the motion tonight.

MOTION made by Councilmember Burke to approve item #4 subject to staff's conditions and the following additional condition that the applicant dedicate a drainage utility easement along Dobbs Road to incorporate sufficient drainage design as determined by the City engineer. Seconded by Councilmember Glockel.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:Mayor Heidemann

MOTION CARRIED

5. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual out of the City's Unified Development Code (UDC) to allow a reduction in the required paving thickness on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres

situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

MOTION made by Councilmember Burke to approve item #5 as requested subject to the conditions requested by staff and the following additional condition that concrete pavement should be required from the southeast entrance of the development as shown on the site plan east to Carpenter Lane and South to the future Corinth Parkway. Seconded by Councilmember Glockel.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:Mayor Heidemann

MOTION CARRIED

6. Consider and act on a Simple Recycling Agreement with Great Lakes Recycling Inc. for the collection of soft recyclables.

Bob Hart, City Manager - we wanted to bring this to you tonight for the City to enter into a contract with Simple Recycling to collect the textile goods to divert that from the land field. I met with CWD's General Manager last week, we discussed this and they had no objections to it. This is a service of which I am familiar with and found it to be a very positive in the community. Keith Kahn is here from Simple Recycling and will give a brief presentation.

Keith Kahn, North Texas Rep, Simple Recycling - Simple Recycling is a free curbside textile recycling program and is the highest impact environmental initiative the city could implement at no cost operational requirements. We don't ask the City or the residents for any money, equipment or any manpower. We provide everything 100% at no cost to the City.

Our goal in doing this is to keep this stuff out of our land field. 85% of textiles are not recycled or donated. The EPA estimates 70 pounds per person of clothing are thrown away each year. Your City's population times 70 pounds equals millions of pounds per year. Approving curbside collection model will dramatically reduce residential waste, It needs to be simple, easy and convenient for the residents.

We work with CWD and a lot of waste management companies and they are very familiar with us. We will follow your existing routes and pick up on the exact same days as your recycle pick up days. The bags have instructions on them as to what goes in them which include men's and women's clothing, accessories, home good, kitchen ware, shoes, etc. On the back of the bad is an 800 number and you can call us for additional bags or email us. The idea is to make it painless for the city. We will also supply bags to the City so if people want to come to City Hall to pick up bags they will be here.

Once we pick up the bag or bags on recycle day, we take it back to our warehouse and weigh it and we will credit the City \$20.00 per ton. Every month the City will get a statement and a check. We also work local non-profits and charity organizations and we do encourage donation and helping the charities. We do not compete with the non-profits and charities. We compete with the land field. We don't ask the city for any manpower, equipment or money, but we do ask for a little help as it relates to notification and information to residents. On your social platforms, your website, newsletter etc. to communicate this to

your residents and keep people aware of how important it is to recycle and keep these products out of our land fields.

45% of recycled used clothing are reused and repurposed. 10-20% of top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents. The vast majority of clothing is not re-saleable in the U.S. so it is further sorted for international exports or broken down for raw materials.

Councilmember Glockel - in your literature it talks about furniture. If they have a chair they want to get rid of is that an acceptable item?

Keith Kahn, North Texas Rep, Simple Recycling - if it can fit inside the bag. The bag is 19 gallons it holds a lot of weight but the idea is clothing, textiles, shoes, accessories. We do not take mattresses and sofas or giant T.V's.

Councilmember Glockel - I am just asking because it talks about furniture and you just said it has to fit in the bag. Some of your literature says it could be stacked next to the bag. What about golf clubs, baseball bats etc.?

Keith Kahn, North Texas Rep, Simple Recycling - We want all that stuff.

Councilmember Harrison - if some other non-profit wants to come to Corinth and apply for an agreement for collection of soft recyclables can they?

Bob Hart, City Manager - yes, This is a non-exclusive agreement. If another company wanted to come in we can bring that to you for your consideration.

MOTION made by Councilmember Garber to approve the agreement with Simple Recycling. Seconded by Councilmember Johnson.

AYES:Burke, Garber, Johnson, GlockelNOES:HarrisonABSENT:Mayor Heidemann

MOTION CARRIED

7. Consider adoption of a resolution expressing official intent to reimburse cost of projects.

Bob Hart, City Manager - this is the reimbursement resolution that we discussed at last week's meeting that would allow us to document those costs that we incur on the Public Safety Building and the Fire Station or Lake Sharon so we could reimburse those costs at a future point.

MOTION made by Councilmember Burke to approve the Resolution as presented. Seconded by Council Glockel.

AYES:Burke, Garber, Johnson, Harrison, GlockelNOES:NoneABSENT:Mayor Heidemann

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 Burke - I saw an email regarding the concessions at the ball field and I was told the reason there are no concessions is because the city has increased their cut of the concessions and therefore it was profitable to do it or nobody wanted to do it and I think that is probably totally false information. I want to make sure that the city and staff was aware of it and can take action.

Bob Hart, City Manager - the contractor that had the agreement with the concession stands was not able to secure the agreement that was needed for the soft drink supplier. The agreement has been terminated and we will have food trucks out there. The conversations we have had with the youth associations seem to be very excited and pleased with that alternative.

There was no 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.

<u>Section 551.071.</u> (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.

<u>Section 551.072.</u> 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.

<u>Section 551.074.</u> 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.

<u>Section 551.087.</u> 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 Pro-Tem Joe Harrison adjourned the meeting at 8:15 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the 6^{th} day of <u>April</u> 2017.

Kimberly Pence, City Secretary City of Corinth, Texas



Lake Cities Fire Department

Historical and Last Quarter Data



2015 and 2016 Comparison

Lake Dallas8354Shady Shores139Denton County84	83	83		Hickory Creek 16 28	Corinth 148 131	2015 JAN FEB	Total 307 2/2		Denton County 6 4	Shady Shores 9 13	Lake Dallas 70 70	Hickory Creek 43 39	Corinth 143 120	2016 JAN FEB	
4 5		9 19	55	41	1 127	MAR	301		4	18	63	32	150	MAR	
	L	12	51	35	161	APR	2/1	24	ω	17	60	40	127	APR	
	5	20	80	37	137	MAY	313	26	11	16	74	41	145	MAY	
	7	10	89	53	149	JUNE	067	30	7	00	72	41	132	JUNE	
	6	10	65	31	121	JULY	355	29	7	14	93	44	168	JULY	
	UN	12	64	25	153	AUG	187	19	00	16	45	49	150	AUG	
	00	10	64	27	141	SEPT	240	23	7	12	40	30	128	SEPT	
	2	10	89	33	158	OCT	587	22	5	17	49	46	144	OCT	
	4	23	57	36	132	NON	204	22	6	17	57	38	124	NON	
	0	10	50	28	147	DEC	C 87	37	10	15	62	42	119	DEC	
	61	158	747	390	1705	Total	3408		78	172	755	485	1650	Total	
	-30.68%	11.27%	-1.45%	13.04%	9.72%	Total % Change	2.09%		27.87%	8.86%	1.07%	24.36%	-3.23%	Total % Change	

Total

265 3377

6.80%



Call Volume Trends 2004-2016

Incident Growth

when Firehouse #2 was opened 1,591 or 85% increase since 2004

479 or 21% increase 2008-2012

517 or 15% increase 2013-2016

2016 – 9.50 incidents per day 2013 -8.08 incidents per day 2008 – 6.12 incidents per day 2004 -5.14 incidents per day Average Incidents per Day



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2015	2014	2013	2012	5 Year	5 Year
Actuals	Actuals	Actuals	Actuals	Growth	Growth
1,686	1,554	1,446	1,234	416	33.7%
390	345	400	303	182	60.1%
761	758	672	672	83	12.4%
153	142	130	109	63	57.8%
73	88	65	80	-2	-2.5%
312	275	238	316	12	3.8%
3,375	3,162	2,951	2,714	754	27.8%
	312 3,375		275 3,162 2	275 238 3,162 2,951 2	275 238 316 3,162 2,951 2,714

LCFD

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Incidents by Township (This Quarter)

Incident Type Fire	Corinth 9	Hickory Creek 4	Lake Dallas 8	Shady Shores	Denton County 1	Other Cities
Fire	9	4	8	1	1	6
Overpressure, Rupture, Explosion (No Ensuing Fire)	1	0	1	0	0	0
Emergency Medical Services (EMS)	199	37	105	32	з	12
Rescue	89	31	24	1	з	10
Hazardous Condition (No Fire)	6	2	2	2	2	0
Service Calls	36	15	22	10	w	13
Good Intent Calls	33	8	15	1	4	18
False Alarms	32	5	თ	ω	0	7
Sub Total (each city)	387	102	182	50	16	69
Total Calls	806					
	×					
Average Response Time for LCFD 6:45						

LCFD

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Incidents by Type (This Quarter)



LCFD

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Department Activity (This Quarter)

Station Lours included in total 12	Public Education Appearances and Events 30	Community Activities	Reinspection due to Violation 27		Bureau	(Hours per Firefighter) 86	(Department Total Hours) 3,690	Training Hours	Training	

LCFD



Patient Disposition (This Quarter)

Dispertition Tone Deserved		
Disposition	Calls	Pct
Assist	0	0 %
Call Cancelled	ω	1 %
Dead on Scene, No Transport	0	0 %
Dead on Scene, Transport	0	0 %
Disregarded Enroute	0	0 %
False Alarm (No Incident Occurred)	0	0 %
No Patient Found	100	2 %
No treatment, No Transport	0	0 %
Patient Care Transferred	0	0 %
Personnel Aiding in Transport	0	0 %
Standby	0	0 %
Transported Lights/Siren	33	10 %
Transported Lights/Siren, Downgraded	0	0 %
Transported No Lights/Siren	<u>294</u>	86 %
Transported No Lights/Siren, Upgraded		0 %
Treated, Transported by Law Enforcement	0	0 %
Treated, Transported by Private Vehicle	12	1 %
Treatment, No Transport	0	0 %
Wheelchair Transport	0	0 %
Total	341	100%

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Inclaent Type - Description	Description
Building fire	Lock-out
Cooking fire, confined to container	Water evacuation
Chimney or flue fire, confined to chimney or flue	Smoke or odor removal
Trash or rubbish fire, contained	Animal problem
Fire in mobile prop used as a fixed struc, Other	Animal rescue
Fire in mobile home used as fixed residence	Public service assistance, Other
Passenger vehicle fire	Public Education
Road freight or transport vehicle fire	Assist police or other governmental agency
Rail vehicle fire	Public service
Camper or recreational vehicle (RV) fire	Unauthorized burning
Off-road vehicle or heavy equipment fire	Severe weather or natural disaster, Other
Grass fire	Earthquake assessment
Dumpster or other outside trash receptacle fire	Flood assessment
Outside equipment fire	Wind storm, tornado/hurricane assessment
Overpressure, Rupture, Explosion	Lightning strike (no fire)
Overpressure rupture of steam pipe or pipeline	Severe weather or natural disaster standby
Explosion (no fire), Other	Good intent call
Munitions or bomb explosion (no fire)	Dispatched & cancelled en route
Blasting agent explosion (no fire)	Wrong location
Fireworks explosion (no fire)	No Incident found on arrival at dispatch address
	Smoke scare, odor of smoke

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Emergency Medical	False alarm or false call
EMS call, excluding vehicle accident with injury	Malicious, mischievous false call, Other
Rescue	Municipal alarm system, malicious false alarm
Swimming/recreational water areas rescue	Bomb scare - no bomb
Motor vehicle accident with injuries	Sprinkler activation due to malfunction
Motor vehicle/pedestrian accident (MV Ped)	Extinguishing system activation due to malfunction
Motor Vehicle Accident with no injuries	Smoke detector activation due to malfunction
Extrication	Alarm system sounded due to malfunction
Search for person	Unintentional transmission of alarm, Other
Hazardous Condition (No Fire)	Sprinkler activation, no fire - unintentional
Gasoline or other flammable liquid spill	Extinguishing system activation
Gas leak (natural gas or LPG)	Smoke detector activation, no fire - unintentional
Oil or other combustible liquid spill	Detector activation, no fire - unintentional
Refrigeration leak	Alarm system activation, no fire - unintentional
Carbon monoxide incident	Carbon monoxide detector activation, no CO
Power line down	Biological hazard, malicious false report
Arcing, shorted electrical equipment	

CONSENT ITEM 5.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:April 20, 2017 Workshop SessionSubmitted For:Kim Pence, City SecretarySubmitted For:Kim Pence, City SecretaryCity Manager Review:Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the April 20, 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 April 20, 2017 Workshop Session minutes.

Minutes

Attachments

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this the 20th day of April 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 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

CALL TO ORDER:

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

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

PRESENTATION:

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

PROCLAMATION:

Motorcycle Safety Awareness Month

CONSENT AGENDA ITEM

- 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.

Councilmember Harrison - On the signage, how big is the V on Valencia?

Fred Gibbs, Planning and Development Director - About two feet.

Councilmember Harrison - Have we seen everything that will come to council. Or is it just signage?
Fred Gibbs, Planning and Development Director - Yes, Sir. The City Council approved their planning development zoning district last year. The plat has already been acted on by the Planning and Zoning Commission. This will be the last thing you will see for that subdivision.

Councilmember Harrison - Of all the other subdivision and developments we have built and we have talked about. We talked about having a trail system included within all of these projects. I see a five foot sidewalk on this. On Entrance One there is a five foot sidewalk that goes and ends at the first residential area and on Entrance two, it ends at the entrance before you get to the property line or that first house on the east side. Is that going to be a five foot sidewalk all the way around this? Are they going to have a trail system or walk system?

Fred Gibbs, Planning and Development Director - On entrance one, the sidewalk will begin at that first residence when that house is built, then each builder will build a sidewalk as they are permitted.

Councilmember Harrison - So there will be five foot sidewalks all the way around the perimeter on all of the lots?

Fred Gibbs, Planning and Development Director - This plan shows five foot sidewalks in that area. I am not sure if it is just around the park area or if it is actually going to continue throughout the entire subdivision.

Councilmember Johnson - As follow up on that, Mr. Menix' property which is next door which was initially going to be included in this, but they didn't buy it. Is that correct?

Fred Gibbs, Planning and Development Director - The property owner next to this one is Phil Shelp.

Councilmember Johnson - Phil's property backs up to the park. Correct? The part that sits on the south side of Meadowview.

Fred Gibbs, Planning and Development Director - Yes.

Councilmember Johnson - Is that where you are going to connect through the trails at that point? Mr. Shelp used to allow horse traffic through there whenever he had a horse trail that ran just down that borderline. Is that where you are going to connect this trail up?

Fred Gibbs, Planning and Development Director - Actually, when Mr. Shelp's property develops, we will definitely look at making that connection from Meadowview Drive where that sidewalk is, where that park area is, to that subdivision - it will all interconnect between the two subdivisions. Yes, that is something we will definitely plan for when that property develops.

Councilmember Johnson - That is how we are going to get the trail through the park.

Councilmember Harrison - I want to know where they are going to tack it into Valencia.

Fred Gibbs, Planning and Development Director - Of course the whole subdivision will have sidewalks within it, but I will find out more about the width of the sidewalks.

Councilmember Harrison - Did we require them to put a masonry wall on the entrance to the neighborhood from the first house to the next person's property? We have common area where it says Entrance 2 - I assume that that Homeowners Association owns that?

Fred Gibbs, Planning and Development Director - Yes, Sir. That is a lot that would be maintained by the HOA. It is going to be their park area and their detention area - an open space requirement. So that area would be an open space detention. You can see a playground with equipment located in the subdivision layout. It will be an HOA maintained facility.

Councilmember Harrison - So, you will have privacy fences all along those lots? Wooden privacy fences?

Bob Hart, City Manager - Yes.

Councilmember Harrison - We are requiring everyone else to put masonry fences. I'm just bringing that up for everyone's information. What are the dots across connecting the signs by Entrance 1 to Entrance 2?

Fred Gibbs, Planning and Development Director - It's nothing significant for this sign request, but I think it may be a layer that wasn't cut off when they were overlaying the signage.

Councilmember Harrison - That was a detention pond, right?

Fred Gibbs, Planning and Development Director - It still is, Sir. You can see there is a storm inlet right there.

Councilmember Harrison - The detention pond, for example, that we put on Lake Sharon. We put a wrought iron fence around it. We put a detention pond over where the storage facility is being built now, right next to the school. We discussed that when they remodeled the detention pond we were requiring the new builder/owner of that property to put a fence around that detention pond.

Councilmember Harrison - On the privacy fences, is that going to belong to the Homeowners Association or to the property owner?

Bob Hart, City Manager - It would be the property owner. The fence that go in back of the houses will be the homeowner's responsibility.

BUSINESS AGENDA ITEM

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 - They will make a presentation of the increases. About a 2.1% increase tied to the CPI, minus a couple of items. It will be effective October 1, 2017.

Councilmember Burke - Has the CPI actually gone up 2.1%?

Bob Hart, City Manager - That is the published data that we saw. I would presume, yes.

Councilmember Burke - It says that the rate request is supposed to be based on the CPI and it says the request it at 2.1% market adjustment. I am assuming that that is what the CPI reflects.

Councilmember Burke - I remember last year we denied their request and I don't think there had been an increase last year.

Mayor Heidemann recessed into Closed Session at 5:50 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 Executive Session From 5:55 P.M. until 6:41 P.M.

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

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

Council Met In Executive Session From 5:55 P.M. until 6:41 P.M.

- 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.

There were no actions necessary on Closed Session items.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:42 P.M.

Meeting adjourned.

Approved by Council On _____ day of _____, 2017.

Kimberly Pence, City Secretary City of Corinth, Texas

CONSENT ITEM 6.

City Council Regular a	nu workshop session
Meeting Date:	05/18/2017
Title:	First Baptist Church Corinth Site Plan
Submitted For:	Fred Gibbs, Director
Submitted By:	Barbara Cubbage, Planning & Development Manager
City Manager Review:	Approval: Bob Hart, City Manager

City Council Regular and Workshop Session

AGENDA ITEM

Consider and act on the site plan for Corinth First Baptist Church on property legally described as First Baptist Church Addition Block A, Lot 1 zoned SF-4 Single Family Residential in the City of Corinth, Denton County, Texas and having a physical address of 3033 Meadowview Drive.

AGENDA ITEM SUMMARY/BACKGROUND APPROVAL PROCESS

A recommendation from the Planning and Zoning Commission regarding the site plan will be presented to City Council for final approval.

NOTIFICATION TO PUBLIC

Notification by sign placement, newspaper or written notice is not required for the site plan process related to building permits or on-site construction / development. However approval of the site plan is held in an open meetings forum for both the Planning and Zoning Commission and City Council.

AGENDA ITEM DESCRIPTION

The Final Plat for the First Baptist Church Addition was approved in August 1987. A large addition on the west side of the complex was approved in 1999. During the construction of the sports complex, LDISD agreed to share parking with the Church.

First Baptist Church is requesting to add 43 parking spaces which includes landscaping and drainage design. A Site Plan is required for developments that are adding 20 or more spaces to be approved by the City Council. Currently no changes are being proposed to the existing structure at this time.

ZONING

The proposed development is within the SF-4, Single Family Residential. This is the appropriate zoning district per the UDC Use Chart for churches.

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION

The Comprehensive Plan Future Land Use Map shows this areas designation to be Public/Semi-Public which is appropriate for this use.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission met in Regular Session on April 24, 2017. The Commission unanimously (5-0) recommended approval of the First Baptist Church Corinth site plan subject to the Staff review comments from the attached letter dated 4/18/2017.

STAFF RECOMMENDATION

Staff recommends approval of the site plan. The Applicant has worked with Staff to design a viable drainage plan that is appropriate for the site. Updated information will be provided to the City Council at the meeting.

Attachments

First Baptist Location Map Zoning Map FBC Site Plan FBC Landscape 1 FBC Paving Review Letter



CITY OF CORINTH

FIRST BAPTIST CHURCH

Site Location











ry chart
SF-4 SINGLE FAMILY RESIDE
CHURCH
6.389 AC - 278,306 SF
1 STORY
176 SPACES
43 SPACES
219 SPACES
7 SPACES
8 SPACES
PUBLIC/SEMI-PUBLIC
182,413 SF
182,413 / 278,306 = 66%
18,564 SF
18,564 / 278,306 = 6.7%

FIRST BAPTIST CHURCH ADDITION E. MARSH SURVEY A-833 CITY OF CORINTH, DENTON COUNTY, TEXAS 6.389 Acres (278,306 s.f.) PREPARED: 11/01/2016

Owner: First Baptist Church Corinth 3033 Meadow View Drive Corinth, TX 76210 Contact: Bill Watson Phone: 940-321-5672

Engineer:

Binkley & Barfield, Inc. 1801 Gateway Blvd., Suite 101 Richardson, Texas 75080 (972) 644-2800 Contact: Kyle Bennett





PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	CAL	<u>HEIGHT</u>		QTY
	QS	Quercus shumardii / Shumard Red Oak	B & B	3"Cal	10`-12`		5
GROUND COVERS		BOTANICAL NAME / COMMON NAME	CONT			SPACING	QTY
	ΗY	Cynodon dactylon / Common Bermuda Grass	hydromulch				19,138 sf
↓ ↓ ↓ ↓ ↓ ↓ ↓	BS	Cynodon dactylon / Bermuda Grass	sod				3,288 sf

GENERAL PLANTING NOTES

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- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF
- WALL 4. INSTALL 5 OUNCE, WOVEN, NEEDLE-PUNCHED POLYPROPYLENE FABRIC (DeWITT "PRO-5" OR EQUAL) UNDER ALL MULCHED AREAS AND INDIVIDUAL TREE RINGS.
- INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE. HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER
- CHANNELS). PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- 12. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHAL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: 13.
- A. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE. B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
- C. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED
- OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED. 15. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

LANDSCAPE CALCULATIONS

INTERIOR PARKING	10 SF OF INTERIOR LANDSCAPE	43 PARKING SPACES x 10 SF =	1,246 SF OF LANDSCAPE AREA
	PER PARKING STALL	430 SF OF LANDSCAPE AREA	PROVIDED
LOT LANDSCAPING	1 3" CAL. SHADE OR ORNAMENTAL	43 PARKING SPACES / 10 = 5	5 3" CAL.PARKING LOT TREES
	TREE PER EVERY 10 SPACED	TREES	PROVIDED

GENERAL NOTES

- PROPOSED PARKING LOT IS MORE 50 FEET FROM ALL ADJACENT RIGHT OF WAYS. 2. PROPOSED PARKING LOT IS NOT ADJACENT TO ANY RESIDENTIAL AREAS.
- 3. AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE
- CERTIFICATE OF OCCUPANCY. 4. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT
- MATERIALS.
- THERE ARE NO EXISTING TREES WITHIN THE CONSTRUCTION AREA FOR THE PROPOSED PARKING LOT.
 ALL TREES NEAR THE PROPOSED PARKING AREA WILL BE SAVED AND WILL BE PROTECTED FROM CONSTRUCTION ACTIVITY.







FIRST BAPTIST CHURCH CORINTH CORINTH, TEXAS

04/10/2017

1" = 20'

BC16041

LP-1



1" = 20'	Date: 04/11/2017	Job No.: BC16041	C3



940-498-3200 www.cityofcorinth.com City of Corinth 3300 Corinth Parkway Fax: 940-498-3232 Corinth, TX 76208

April 18, 2017

Kyle Bennett 1801 Gateway Blvd, Suite 101 Richardson, TX 75080

Resubmittal: First Baptist Church, SP review Lot 1, Block A, First Baptist Church Addn

Dear Mr. Bennett,

The City received the referenced re-submittal and have the following comments:

1. **Original Comment #8** - Clarify that the gravel used for parking on the south side of the building will be removed.

Consultant Response: Noted on the plat – "existing gravel area to remain".

Staff: Staff is agreeable to the gravel remaining however please provide an additional note on the site plan stating, "Parking <u>is not</u> permitted on the graveled area."

ENGINEERING COMMENTS

- 2. Original Engineering Comment Pavement design does not meet city minimum standards for new development.
- 3. Original Engineering Comment The responses indicate that detention was provided off site at the high school for the church site development. Drainage design for the high school detention pond appears to be based on a 25-year storm which does not meet current standards. Other design standards are also not up to current standards such as pre and post C-factors.
- 4. Engineering Comment Paving and detention design should be based on current design standards for new development.

Corrections and inclusions incorporated into resubmittals may require additional comments with subsequent reviews.

Sincerely,

Barbara Cubbage Planning and Development Manager 940-498-3260

CONSENT ITEM 7.

City Council Regular and Workshop Session

Submitted By: Curtis Birt, Chief

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Shared Governance communications and Dispatch Services System with Denton County.

AGENDA ITEM SUMMARY/BACKGROUND

This Interlocal is for FY 2017-18 and covers emergency telecommunications and dispatching services to the Lake Cities Fire Department by the Denton Co. Sheriff's Office. Cost is \$23,784.

RECOMMENDATION

Staff recommends City Council approve the Interlocal. This agreement follows the current agreement which has worked well.

ILA Denton Co. Dispatch

Attachments

INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM

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

Name of Agency: Lake Cities Fire Department / City of Corinth

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. <u>TERM OF AGREEMENT.</u> The initial term of this Agreement shall be for a one year period beginning October 1, 2017 and ending on September 30, 2018.

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

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

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

Agency workload percentages are calculated by:

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

6. <u>COUNTY SERVICES AND RESPONSIBILITIES</u>. The County agrees to provide the following services and responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency:	Lake Cities Fire Department / City of Corinth
Contact Person	Curtis Birt, Fire Chief
Address	3300 Corinth Parkway
City, State, Zip	Corinth, TX 76208
Telephone	940-321-2141
_	

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge Denton County Commissioners Court 110 West Hickory, Room #207	Signature Bob Hart, City Manager 3300 Corinth Parkway
Denton, Texas 76201	Corinth, TX 76208
(940)349-2820	940-321-2141
EXECUTED duplicate originals on this	EXECUTED duplicate originals on this
Date:	Date:
Approved as to content:	Approved as to content:
Denton County Sheriff's Office	Agency
Approved as to form:	Approved as to form:
Assistant District Attorney Counsel to the Sheriff	Attorney for Agency

Exhibit A

Costs by Workload

23	FY			
3		17-18 Dispatch Costs		
<u> </u>	FY Budget	\$2,915,499.00		-
				_
4	1/2 Budget Amount	\$1,457,749.50		
5	Agency	% Workload *	Cost by Workload	
6	ARGYLEPD	0.756%	\$11,021	
7	ARGYLE ISD PD	0.010%	\$145	-
8	AUBREY PD	0.694%	\$10,111	
9	AUBREY ISD PD	0.069%	\$1,001	_
10	BARTONVILLE PD	0.464%	\$6,758	
11	CORINTH PD	5.825%	\$84,918	
12	DOUBLE OAK PD	0.314%	\$4,583	
13	HICKORY CREEK PD	1.917%	\$27,950	
	JUSTIN PD	0.630%	\$9,187	
	KRUM PD	1,266%	\$18,449	
	LAKE DALLAS PD	4.147%	\$60,458	
	LITTLE ELM PD	8.325%	\$121,355	
	NCTC PD	0.007%	\$98	
	NORTHEAST PD	1.303%	\$19,000	
	NORTHLAKE PD	1.929%	\$28,114	
	OAK POINT PD	1.345%	\$19,612	
	PILOT POINT PD	0.965%	\$14,068	
	PONDER PD	0.180%	\$2,621	
	SANGER PD	2.469%	\$35,998	
	TROPHY CLUB PD	2.677%	\$39,020	-
	ARGYLE FD	0.674%	\$9,822	
	AUBREY FD	1.043%	\$15,209	
	DOUBLE OAK VFD	0.061%	\$885	_
	JUSTIN FD	0.454%	\$6,618	
				_
	KRUM FD	0.353%	\$5,144	_
	LAKE CITIES FD	1.632%	\$23,784	_
_	LITTLE ELM FD	1.422%	\$20,736	_
_	OAK POINT FD	0.302%	\$4,407	_
	PILOT POINT FD	0.397%	\$5,785	_
35	PONDER VFD	0.196%	\$2,852	_
6	SANGER FD	0.741%	\$10,803	
37	TROPHY CLUB FD	0.349%	\$5,094	
38	OTHER	3.37%	\$49,080 *	
39	SHERIFF'S OFC *	53.717%	\$2,240,814 *	
	Totals	100.000%	\$2,915,499	
1			Discounted Activity which	h ie
		sts- Includes "OTHER" + I		
		ies total costs, as well a		
		dopted Budget which oth	ier entities are not billed	TOP
6	at this time.			
	Volunteer Agencies			

Exhibit B

2017-18 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

Agency:	Lake Cities Fire Department / City of Corinth
Payment Contact Person:	Terri Fairfield
Phone Number:	940-321-2141
Address:	3101 S. Garrison Rd.
City, State, Zip	Corinth, TX 76210
AGENCY TOTAL AMOUNT DUE	\$ 23,784

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

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

	1 X	X One Annual Payment (100%)
Payment Plan Options	2	Two Payments (50%)
<u>Agency MUST</u> Select One	3	Four Payments (25%)
Payment Option	4	Twelve Monthly Payments
	5	Other Payment Option

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2017-18

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By:	Tracy Murphree	By:	Curtis Birt
Title:	Denton County Sheriff	Title:	Fire Chief
Date:		Date:	

CONSENT ITEM 8.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:2018 Denton Co. Dispatch IT SevicesSubmitted For:Curtis Birt, ChiefCity Manager Review:Submitted For:

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County.

AGENDA ITEM SUMMARY/BACKGROUND

This Interlocal is for FY 2017-18 and covers IT support, maintenance and software license costs of dispatch related software and equipment. This includes support for the Mobile Computers (and their connection to the Computer Aided Dispatch system) and our reporting software, FireHouse.

RECOMMENDATION

Staff recommends City Council approve the Interlocal. This agreement follows the current agreement which has worked well and has been reviewed by the IT department.

Attachments

ILA Denton Co. IT COST ILA Denton Co. IT

Application	Maint Amt	Qty	Total
OSSI MCT Client for Digital Dispatch	\$ 127.91	10 \$	5 1,279.05
OSSI Mobile Client Maps	\$ 25.78	10 \$	257.81
OSSI Client AVL Mobile License	\$ 19.28	10 \$	5 192.82
FH Enterprise CAD Monitor	\$ 185.00	1 \$	5 185.00
FH Enterprise Users	\$ 219.45	6\$	5 1,316.70
Total Maintenance Free to be wimburged to County			
Total Maintenance Fees to be reimbursed to County		\$	5 3,231.38
Optiopnal Enhanced Support		\$	5 1,292.55
Total Maintenance + Optional Enhanced Support		\$	5 4,523.93

FY2018 Cost Schedule for Maintenance and Optional Enhanced Support for Lake Cities Fire Department

STATE OF TEXAS

COUNTY OF DENTON

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE

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

Name of Agency: Lake Cities FD hereinafter referred to as "Agency".

888

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

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

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

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

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

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

1. <u>PURPOSE.</u> The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County's available public safety application support services ("Services") during the term of this agreement.

2. <u>TERM OF AGREEMENT.</u> The term of this Agreement shall be for a one year period beginning October 1, 2017 and ending on September 30, 2018. Agency may select the desired level of support (either Basic or Enhanced) for each term of Agreement.

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

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

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

- 5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.
- 5.2 Agency shall pay to County the Total Amount more fully described on Exhibit "B".

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

- 6.1. Agency is responsible for purchasing any new Software licenses required by Agency.
- 6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency's behalf. Maintenance fees that are paid by County on behalf of Agency are described in Exhibit "B". County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency).
- 6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

7. <u>COUNTY SERVICES AND RESPONSIBILITIES</u>. County agrees to provide the following services and responsibilities:

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on Exhibit "A" based on Agency's selection.

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

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

8. <u>AGENCY RESPONSIBILITIES.</u> Agency agrees to the following responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency:	Lake Cities FD
Contact Person	Chief Curtis Birt
Address	3101 S Garrison Rd
City, State, Zip	Corinth, TX 76210
Telephone	9403212141

18. <u>SEVERABILITY</u>. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

[] Basic Support

[XX | Enhanced Support

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

Signature
Bob Hart, City Manager
City of Corinth

3300 Corinth Parkway

Corinth, Texas 76208

940-321-2141

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date:

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney Denton County Criminal District Attorney's Office Attorney for Agency

CONSENT ITEM 9.

City Council Regular and Workshop Session Meeting Date: 05/18/2017 Title: Interlocal Agreement with LDISD for Bussing of Summer Camp Participants Submitted For: Cody Collier, Acting Director Submitted For: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on renewal of the Interlocal Agreement between Corinth and the Lake Dallas Independent School District for bussing services for Summer Camp participants.

AGENDA ITEM SUMMARY/BACKGROUND

For the summer of 2017 the City of Corinth proposes to utilize the Lake Dallas Independent School District (LDISD) to transport campers on field trips and swimming days. This year, summer camp will run for nine weeks from June 5th thru August 4th. Corinth utilized LDISD and the Interlocal Agreement for the first time last year with great success and cost savings. This year, we have proposed the same agreement with a change for automatic renewal on October 1st of each year, for four years, if agreed upon by both parties. This agreement is mutually beneficial for both parties as it will save Corinth resources, and allow LDISD to provide work for bus drivers during the summer months. The rate charged per the contract is \$20 per hour for bussing services at a total estimated nine week camp cost of \$5,100.

RECOMMENDATION

Staff recommends Council's approval for renewing the Interlocal Agreement between the City of Corinth and the Lake Dallas Independent School District, and authorizing the City Manger to execute the contract.

Attachments

Corinth/ LDISD Agreement

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

THIS AGREEMENT is made this the <u>24th</u> day of <u>April</u>, 2017, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the City and LDISD shall be referred to as the "parties."

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

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

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

Section 1. Scope of Agreement

- 1.1. LDISD agrees to provide bus service for City summer camps in accordance with the provisions of this Agreement. The City shall not require bus services on or before the last instructional day of school and shall terminate prior to the first instructional day of school for LDISD each year during summer break.
- **1.2.** The City shall provide bus schedule, to include times, dates and locations, 60 days prior to the start of camp.
- 1.3. LDISD agrees to provide bus services for the months of June and July. However, once the school calendar is released for the upcoming year, both parties agree to establish camp dates for the month of August.

Section 2. Term of the agreement

- 2.1. This Agreement shall become effective immediately upon execution from both parties.
- 2.2 The contract shall automatically renew on October 1st of each year for four (4) additional one year periods, unless terminated by either party in accordance with the provisions of this Agreement.

Section 3. Responsibilities of City

- 3.1. The City agrees to have campers at pick up location at scheduled time.
- 3.2. The City agrees to remove all trash from bus at the end of the trip.
- 3.3. The City agrees to be responsible for campers during the course of transportation.
- 3.4. The City agrees to provide one weeks' notice if an upcoming week of camp did not make, resulting in no need for bus services that week.

- 3.5. The City agrees to work with LDISD on notification if trip is cancelled due to weather.
- 3.6. If trip is cancelled due to weather, City may provide different activity for campers resulting in different trip destination and time.
- 3.7. If the City adds any trips to schedule the City agrees to give proper notice of 1 week. Added trip will be based on availability.
- 3.8. The City agrees to limit the number of passengers to 71. If more than 71 passengers are expected a second bus will need to be rented.

Section 4. Responsibilities of LDISD

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

Section 5. Fees

5.1. LDISD reserves the right to increase the hourly rate by no more than 3% per year. Price increase will be submitted to the City in writing no later than 90 days prior to the renewal date.

Section 6. Payments

- 6.1. Corinth shall pay LDISD \$20 an hour for services rendered throughout the summer no later than August 31 of each year.
- 6.2. LDISD agrees to only charge the City for trip time used.
- 6.3. Corinth agrees to pay LDISD 30 minutes per day for pre-and post-trips to the bus barn.
- 6.4. LDISD agrees to not charge Corinth for any trips not taken for any reason.
- 6.5. Corinth agrees to pay for any additional cost associated to the scheduled times.

Section 7. Termination

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

Section 8. Insurance

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

Section 9. Indemnity; Non-Waiver of Immunity

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

Section 10. Miscellaneous Provisions

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

If to Corinth:

City of Corinth

Attn: City Manager

If to LDISD:

Lake Dallas Independent School District

Attn: Superintendent

Gayle Stinson 104 Surshir, Lake Dallas, TX 75065

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

IN WITNESS WHEREOF, this Agreement is executed this the 24 day of 4, 2017, in duplicate originals.

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, TEXAS CITY OF CORINTH, TEXAS

Wes Eversole, Deputy Superintendent/CFO

Bob Hart, City Manager

ATTEST:

ATTEST:

Printed Name: Title:

Kimberly Pence, City Secretary

CONSENT ITEM 10.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:Interlocal Agreement for School Resource Officer - Denton ISD Crownover Middle
SchoolSubmitted For:Debra Walthall, ChiefSubmitted For:Debra Walthall, ChiefFinance Review:YesKesLegal Review:YesCity Manager Review:Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Crownover Middle School in Corinth. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

AGENDA ITEM SUMMARY/BACKGROUND

The current interlocal agreement between the City of Corinth and the Denton ISD for a School Resource Officer at Crownover Middle school expires on September 30, 2017. This request renews the interlocal agreement for a period of five (5) years under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which will remain in effect until September 30, 2022. This agreement utilizes a 75% / 25% cost sharing model, with Denton ISD covering 75% of the cost of a full time police officer and the City of Corinth covering 25%.

RECOMMENDATION

It is recommended that the City Council approve the renewed Interlocal Agreement with Denton ISD for the City of Corinth to continue to provide a full time police officer for the School Resource Officer position at Crownover Middle School.

Fiscal Impact

Source of Funding: General Fund

FINANCIAL SUMMARY:

Denton ISD shall pay the City of Corinth \$89,289.00 for services rendered for the 2017-18 FY. The calculation for this payment is based upon 75% of the cost of the current salary and benefits of a full-time officer in the 9th step of the police officer step plan.

The City of Corinth will contribute \$29,763.00.

Contributions from Both Parties

Denton ISD (75% of total wages and benefits): \$89,289.00 **City of Corinth (25% of total wages and benefits):** \$29,763.00

Total wages and benefits: \$119,052.00

Attachments

Interlocal Agreement
POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 18th day of May, 2017, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the CITY and DISD shall be referred to as the "parties."

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

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

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the CITY, and DISD. NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2017-2018 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Ronny W. Crownover Middle School:
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. DISD shall furnish a suitable office space and telephones for the use by the School Resource Officer (the "SRO"), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require CITY to

provide continuous police presence on the campus of Ronny W. Crownover Middle School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours.

- C. Information Sharing:
 - 1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that the DISD is responsible for, and all information pertinent to investigation.
 - 2. DISD will share all information to the extent permitted by law, that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 US 1232g, et seq.), is provided to the SRO, the Corinth Police Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO and vice versa will to the extent permitted by law share the information; based on all laws and regulations.
- D. The SRO shall report to the Lieutenant of Support Services, Assistant Chief of Police, and the Chief. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of October 2017, and will end at midnight, September 30, 2022, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

A. DISD shall pay CITY the sum of \$89,289.00 for services rendered for 2017-18 (the Annual Payment) no later than October 15, 2017. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th step of the police officer step plan.

- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide DISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. DISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. Unless DISD sends notice to CITY, on or before July 15, that it intends to terminate the Agreement as of the end of that fiscal year, DISD shall make the Annual Payment for the upcoming fiscal year on or before October 15 of the year in which the invoice is sent.
- C. DISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the SRO is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between DISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

V. INSURANCE

CITY is self-insured, and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS.

All expenditures made by CITY and DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

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

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, and postage paid at P.O. Box 2387, Denton, Texas 76202.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this

Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, DISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless DISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and DISD in good faith utilize mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE CITY OF CORINTH, CITY

ATTEST:

Bob Hart, City Manager

Kim Pence, City Secretary of Corinth

DENTON INDEPENDENT SCHOOL DISTRICT, DISD

Dr. Richard Valenta Deputy Superintendent

ATTEST:

Printed Name: _____

Title:_____

"Attachment A"

School Resource Officer Rates for FY 2017-18

Base Salary	\$66,722.00
Overtime Pay	\$3,758.00
Certification Pay	\$1,080.00
Longevity	\$720.00
Health Insurance	\$29,768.00
Dental Insurance	\$992.00
Life & Disability	\$293.00
IPS Fees	\$208.00
PHS Fees	\$114.00
TMRS	\$12,217.00
EAP Fees	\$19.00
Cobra Fees	\$7.00
Workers Comp	\$1,888.00
Medicare	\$1,086.00
TEC	\$180.00
Total Wages & Benefits:	\$119,052.00

Contributions from Both Parties

Total Wages and Benefits:	\$119,052.00
City of Corinth (25% of total wages and benefits):	\$29,763.00
Denton ISD (75% of total wages and benefits):	\$89,289.00

CONSENT ITEM 11.

City Council Regular a	and Workshop Session		
Meeting Date:	05/18/2017		
Title:	Interlocal Agreement for School Resource	Officer - Denton	ISD Myers Middle School
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		

AGENDA ITEM

<u>a.</u> a

Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Myers Middle School in Shady Shores. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

AGENDA ITEM SUMMARY/BACKGROUND

1 ***

The current interlocal agreement between the City of Corinth and the Denton ISD for a School Resource Officer at Myers Middle school expires on September 30, 2017. This request renews the interlocal agreement for a period of five (5) years under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which will remain in effect until September 30, 2022. This agreement utilizes a 75% / 25% cost sharing model, with Denton ISD covering 75% of the cost of a full time police officer and the City of Corinth covering 25%.

RECOMMENDATION

It is recommended that the City Council approve the renewed Interlocal Agreement with Denton ISD for the City of Corinth to continue to provide a full time police officer for the School Resource Officer position at Myers Middle School in Shady Shores, contingent upon the City entering into an interlocal agreement with the City of Shady Shores for police services.

Fiscal Impact

Source of Funding:

FINANCIAL SUMMARY:

Denton ISD shall pay the City of Corinth \$89,289.00 for services rendered for the 2017-18 FY. The calculation for this payment is based upon 75% of the cost of the current salary and benefits of a full-time officer in the 9th step of the police officer step plan.

The City of Corinth will contribute \$29,763.00.

Contributions from Both Parties Denton ISD (75% of total wages and benefits): \$89,289.00 City of Corinth (25% of total wages and benefits): \$29,763.00

Total wages and benefits: \$119,052.00

Attachments

Interlocal Agreement

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 18th day of May, 2017, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Denton Independent School District, an independent school district of Denton County, Texas (hereinafter called "DISD"). Together, the CITY and DISD shall be referred to as the "parties."

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

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

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the CITY, and DISD. NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2017-2018 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Bettye Myers Middle School:
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. DISD shall furnish a suitable office space and telephones for the use by the School Resource Officer (the "SRO"), but all other operational expenses shall be paid by the CITY. The City of Corinth of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require CITY to

provide continuous police presence on the campus of Bettye Myers Middle School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours.

- C. Information Sharing:
 - 1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that the DISD is responsible for, and all information pertinent to investigation.
 - 2. DISD will share all information to the extent permitted by law, that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 US 1232g, et seq.), is provided to the SRO, the Corinth Police Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the DISD and the SRO and vice versa will to the extent permitted by law share the information; based on all laws and regulations.
- D. The SRO shall report to the Lieutenant of Support Services, Assistant Chief of Police, and the Chief. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of October 2017, and will end at midnight, September 30, 2022, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

A. DISD shall pay CITY the sum of \$89,289.00 for services rendered for 2017-18 (the Annual Payment) no later than October 15, 2017. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th step of the police officer step plan.

- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide DISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. DISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. Unless DISD sends notice to CITY, on or before July 15, that it intends to terminate the Agreement as of the end of that fiscal year, DISD shall make the Annual Payment for the upcoming fiscal year on or before October 15 of the year in which the invoice is sent.
- C. DISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the SRO is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between DISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of DISD employees and shall not be considered in any manner to be a DISD employee.

V. INSURANCE

CITY is self-insured, and shall provide DISD documentation of its coverages, said coverages to meet the approval of DISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide DISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS.

All expenditures made by CITY and DISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

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

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to DISD shall be deemed given when delivered in person to the Superintendent of Schools of DISD or on the next business day after the mailing of said notice addressed to said DISD by United States mail, certified or registered mail, return receipt requested, and postage paid at P.O. Box 2387, Denton, Texas 76202.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this

Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, DISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless DISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and DISD in good faith utilize mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties agree to reasonable set forth in this Agreement.

THE CITY OF CORINTH, CITY

ATTEST:

Bob Hart, City Manager

Kim Pence, City Secretary of Corinth

DENTON INDEPENDENT SCHOOL DISTRICT, DISD

Dr. Richard Valenta Deputy Superintendent

ATTEST:

Printed Name: _____

Title:_____

"Attachment A"

School Resource Officer Rates for FY 2017-18

Base Salary	\$66,722.00
Overtime Pay	\$3,758.00
Certification Pay	\$1,080.00
Longevity	\$720.00
Health Insurance	\$29,768.00
Dental Insurance	\$992.00
Life & Disability	\$293.00
IPS Fees	\$208.00
PHS Fees	\$114.00
TMRS	\$12,217.00
EAP Fees	\$19.00
Cobra Fees	\$7.00
Workers Comp	\$1,888.00
Medicare	\$1,086.00
TEC	\$180.00
Total Wages & Benefits:	\$119,052.00

Contributions from Both Parties

Total Wages and Benefits:	\$119,052.00
City of Corinth (25% of total wages and benefits):	\$29,763.00
Denton ISD (75% of total wages and benefits):	\$89,289.00

CONSENT ITEM 12.

City Council Regular and Workshop SessionMeeting Date:05/18/2017Title:Interlocal Agreement for School Resource Officer - Lake Dallas ISD Lake Dallas High
SchoolSubmitted For:Debra Walthall, ChiefSubmitted For:Debra Walthall, ChiefFinance Review:YesKesLegal Review:YesCity Manager Review:Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and approve a renewed Interlocal Agreement between the City of Corinth and Lake Dallas Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Lake Dallas High School in Corinth. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

AGENDA ITEM SUMMARY/BACKGROUND

The current interlocal agreement between the City of Corinth and the Lake Dallas ISD for a School Resource Officer at Lake Dallas High school expires on September 30, 2017. This request renews the interlocal agreement for a period of five (5) years under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code which will remain in effect until September 30, 2022. This agreement utilizes a 75% / 25% cost sharing model, with Lake Dallas ISD covering 75% of the cost of a full time police officer and the City of Corinth covering 25%.

RECOMMENDATION

It is recommended that the City Council approve the renewed Interlocal Agreement with Lake Dallas ISD for the City of Corinth to continue to provide a full time police officer for the School Resource Officer position at Lake Dallas High School.

Fiscal Impact

Source of Funding: General Fund **FINANCIAL SUMMARY:**

Lake Dallas ISD shall pay the City of Corinth \$89,289.00 for services rendered for the 2017-18 FY. The calculation for this payment is based upon 75% of the cost of the current salary and benefits of a full-time officer in the 9th step of the police officer step plan.

The City of Corinth will contribute \$29,763.00.

Contributions from Both Parties:

Lake Dallas ISD (75% of total wages and benefits): \$89,289.00 City of Corinth (25% of total wages and benefits): \$29,763.00

Total wages and benefits: \$119,052.00

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 18th day of May, 2017, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the CITY and LDISD shall be referred to as the "parties."

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

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

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

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2017-2018 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Lake Dallas High School:
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. LDISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. Further, nothing in this Agreement shall require CITY to

provide continuous police presence on the campus of Lake Dallas High School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours.

- C. Information Sharing:
 - 1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that the ISD is responsible for, and all information pertinent to investigation.
 - 2. LDISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 US 1232g, et seq.), is provided to the SRO, the Corinth Police Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; based on all laws and regulations.
- D. The SRO shall report to the Lieutenant of Support Service, Assistant Chief of Police, and the Chief. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of October 2017, and will end at midnight, September 30, 2022, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

A. LDISD shall pay CITY the sum of \$89,289.00 for services rendered for 2017-18 (the Annual Payment) no later than October 15, 2017. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the 9th pay step level of a police officer.

- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide LDISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. LDISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. Unless LDISD sends notice to CITY, on or before July 15, that it intends to terminate the Agreement as of the end of that fiscal year, LDISD shall make the Annual Payment for the upcoming fiscal year on or before October 15 of the year in which the invoice is sent.
- C. LDISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the SRO is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of LDISD employee.

V. INSURANCE

CITY is self-insured, and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS.

All expenditures made by CITY and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

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

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 104 Swisher Rd. / P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision

had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any properly arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and LDISD in good faith utilize mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE CITY OF CORINTH, CITY

ATTEST:

Bob Hart, City Manager

Kim Pence, City Secretary of Corinth

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT, LDISD

Gayle Stinson, Superintendent

ATTEST:

Printed Name:_____

Title: _____

"Attachment A"

School Resource Officer Rates for FY 2017-18

Base Salary	\$66,722.00
Overtime Pay	\$3,758.00
Certification Pay	\$1,080.00
Longevity	\$720.00
Health Insurance	\$29,768.00
Dental Insurance	\$992.00
Life & Disability	\$293.00
IPS Fees	\$208.00
PHS Fees	\$114.00
TMRS	\$12,217.00
EAP Fees	\$19.00
Cobra Fees	\$7.00
Workers Comp	\$1,888.00
Medicare	\$1,086.00
TEC	\$180.00
Total Wages & Benefits:	\$119,052.00

Contributions from Both Parties

Lake Dallas ISD (75% of total wages and benefits):	\$89,289.00
City of Corinth (25% of total wages and benefits):	\$29,763.00
Total Wages and Benefits:	\$119,052.00

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CONSENT ITEM 13.

City Council Regular and Workshop Session

Meeting Date:	05/18/2017	
Title:	Interlocal Agreement for IT servi	ces - Denton County
Submitted For:	Debra Walthall, Chief	Submitted By: Greg Wilkerson, Assistant
		Chief

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the City of Corinth Technology Services Department and the Corinth Police Department to approve an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance for the 2017-2018 Fiscal Year with the Denton County Department of Technology Services.

AGENDA ITEM SUMMARY/BACKGROUND

In FY 2009-2010, the Denton County Sheriff's Office required each agency desiring Dispatch and Records Management services to participate in an Interlocal Agreement and share costs with DCSO based on the workload imposed on the County by each participating agency.

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

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

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

RECOMMENDATION

It is recommended that the City Council approve the 2017-2018 Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with the Denton County Department of Technology Services and subsequent payment to them in the amount of \$18,492.00

Attachments

Interlocal Denton County Tech Svcs Denton County Tech SLA Denton County Fees STATE OF TEXAS

COUNTY OF DENTON

888

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE

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

Name of Agency: Corinth PD

hereinafter referred to as "Agency".

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

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

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

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

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

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

<u>1.</u> <u>PURPOSE.</u> The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County's available public safety application support services ("Services") during the term of this agreement.

2. <u>TERM OF AGREEMENT.</u> The term of this Agreement shall be for a one year period beginning October 1, 2017 and ending on September 30, 2018. Agency may select the desired level of support (either Basic or Enhanced) for each term of Agreement.

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

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

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

- 5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.
- 5.2 Agency shall pay to County the Total Amount more fully described on Exhibit "B".

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

- 6.1. Agency is responsible for purchasing any new Software licenses required by Agency.
- 6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency's behalf. Maintenance fees that are paid by County on behalf of Agency are described in Exhibit "B". County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).
- 6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

<u>7.</u> <u>COUNTY SERVICES AND RESPONSIBILITIES.</u> County agrees to provide the following services and responsibilities:

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on Exhibit "A" based on Agency's selection.

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

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

- 8. <u>AGENCY RESPONSIBILITIES.</u> Agency agrees to the following responsibilities:
 - 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of Exhibit "A".
 - 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
 - 8.3 Agency agrees to abide by all laws of the United States and the State of

Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

8.4 Agency shall select the desired level of support (either Basic or Enhanced)

on the signature page to this Agreement.

8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in Exhibit "B" to this Agreement within 30 calendar days of approval of Agreement.

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

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

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

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

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

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

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

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

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

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

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

Name of Agency:	Corinth PD
Contact Person	Chief Debra Walthall
Address City,	2003 S Corinth St
State, Zip	Corinth, TX 76210
Telephone	9404982017

18. <u>SEVERABILITY.</u> The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

[] Basic Support

-or-[X] Enhanced Support

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

Mr. Bill Heidemann, Mayor

City of Corinth

3300 Corinth Parkway

Corinth, Tx 76208

940-321-3277

EXECUTED duplicate originals on this Date:

EXECUTED duplicate originals on this Date:

Approved as to form:

Approved as to form:

Assistant District Attorney Denton County Criminal District Attorney's Office Attorney for Agency



Version

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

Name of "Agency"

Agency Locations

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

Agency Contacts

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

Additional Agency Specific Services



County Contacts

Title	Name	Email	Phone
Agreement Liason & Application Support Manager	Tommy Hutson	Tommy.Hutson@dentoncounty.com	940-349-4357
Chief Information Officer	Kevin Carr	Kevin.Carr@dentoncounty.com	940-349-4500
Deputy Chief Information Officer	Brian King	Brian.King@dentoncounty.com	940-349-4500
Technical Services Manager	Damian Van Zile	Damian.VanZile@dentoncounty.com	940-349-4357
Desktop Operations Manager	Shawn Buchanan	Shawn.Buchanan@dentoncounty.com	940-349-4357
Server Operations Manager	Ray Rose	Ray.Rose@dentoncounty.com	940-349-4357
Network Operations Manager	Don Click	Don.Click@dentoncounty.com	940-349-4357
HELP DESK		HelpDesk@dentoncounty.com	940-349-4357



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1. Service Overview

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

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

2. Service Description

2.1 Assumptions

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

2.2 Supported Applications

The following software applications will be supported:

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



2.3 Available Services

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

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

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

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

<u>Additional Services</u>: Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the "Additional Agency Specific Services" section.

3. Roles and Responsibilities

3.1 County Responsibility

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

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



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

3.2 Agency Responsibility

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

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



4. Service Support

4.1 Requesting Service

• Contact the Denton County Help Desk by one of the options below. In order to ensure the fastest possible service, please do not send requests to a specific County employee. Except for emergencies, drop-ins should be scheduled through the Help Desk.

• Phone – Call 940-349-HELP (4357)

Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.

- <u>Email Helpdesk@dentoncounty.com</u> E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.
- Information Technology (IT) Coordinator
 Please contact your IT Coordinator for services not listed.

4.2 Hours of Coverage

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

4.3 Incident and Request Response and Prioritization

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

4.4 Resolution

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

4.5 Service Escalation

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



4.6 Priority Levels

• DTS provides service based on the following Priority Levels.

Priority Level Characteristics

Priority Level	Expected Completion Time	Description
	-	s Hours 8am – 5pm, Monday through Friday)
Critical	8 hours 80% of the time. (Continued repair until operational)	 An incident where systems are down or seriously impacted and/or products/services are unavailable. Normally a global issue or a large number of Agency users are being affected. There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). The commitment of incident management resources is critical.
Urgent	1 business day 80% of the time.	 Issues affecting a large number of users Requests that require immediate attention
High	2 business days 80% of the time.	 The issue causes any Agency user to be unable to work or perform some significant portion of their job. Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). The commitment of incident management resources is high.
Medium	3 business days 80% of the time.	 An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.



		 A temporary workaround, alternative, or circumvention 	
		is available.	
		There is no commitment of incident management	
		resources outside of business as usual.	
Normal	5 business days 80% of the time.	• An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.	
Low	10 days 80% of the time.	 The customer has requested a new service or information pertaining to a feature, system or service. 	

4.7 Priority level Determination

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

Priority Levels (Incidents)

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

4.8 Service Level Measurements

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

4.9 Scheduled Maintenance

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

4.10 Unscheduled Maintenance



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

5. Customer Service Survey

5.1 Survey Form

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

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

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

Excellent

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

Satisfied

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

Needs Improvement

• Quality of work is poor.



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

Dissatisfied

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

Not Applicable

• Question being asked does not pertain to the request.

Corinth Police Departm	ent				
Application	Μ	aint Amt	Qty		Total
OSSI MCT Client for Digital Dispatch	\$	127.91	21	\$	2,686.01
OSSI Mobile Client Maps	\$	25.78	21	\$	541.40
OSSI Client AVL Mobile License	\$	19.28	21	\$	404.91
OSSI - MFR Client - Racial Profiling	\$	25.78	0	\$	-
OSSI - MFR Client- Base Incident/Offense	\$	127.91	21	\$	2,686.01
OSSI Mobile Arrest Module	\$	51.16	21	\$	1,074.36
OSSI Accident Wizard Workstation License Client	~	20 50	0	÷	
	\$	29.50	0	\$	-
OSSI - MFR Client Citation	\$	85.20		\$	-
OSSI - MFR Client - Accident Reporting	\$	85.20	0	\$	-
OSSI Client Base Records Management System	Ş	1,256.93	1	\$	1,256.93
Upgrade to Site License for the following modules: Records Mgmt System, RMS Maps, Notifications, Accident Module, and Mugshot Display	ć	1,902.55	1	ć	1 002 55
OSSI - Link Analysis Module	ې \$	•		\$ \$	1,902.55
OSSI - Link Analysis Module OSSI RMS Map Display and Pin Mapping License - Site	Ş	344.37	T	Ş	344.37
License	\$	196.78	1	\$	196.78
OSSI Multi-Jurisdictional RMS Option	\$	54.11	1	\$	54.11
OSSI Notification Module	\$	221.38	1	\$	221.38
OSSI Racial Profiling Module-Site	\$	49.19	0	\$	-
OSSI Sex Offender Module	\$	147.59	1	\$	147.59
OSSI Crime Analysis Module - Site License	\$	122.99	1	\$	122.99
OSSI Base Mobile Server Software Client - up to 250					
workstations	\$	537.95	1	\$	537.95
OSSI AVL Server Host License	\$	387.41	1	\$	387.41
OSSI Residential Security Watch Module	\$	23.88	1	\$	23.88
OSSI Review Module for Field Reporting	\$	397.99	1	\$	397.99
OSSI's Integrated Messaging Software Switch	\$	221.38	1	\$	221.38
Total Maintenance Fees to be reimbursed to County \$ 13,208.0					13,208.00
Optiopnal Enhanced Support		_		Ş	5,283.20
				1	
Total Maintenance + Optional Enhanced Support				Ş	18,491.19

FY2018 Cost Schedule for Maintenance and Optional Enhanced Support for Corinth Police Department

CONSENT ITEM 14.

City Council Regular and Workshop Session

Meeting Date:	05/18/2017	
Title:	Interlocal Agreement for Shared	Governance Communications and Dispatch Services
Submitted For:	Debra Walthall, Chief	Submitted By: Greg Wilkerson, Assistant
		Chief

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the Police Department to approve an Interlocal Cooperation Agreement with the Denton County Sheriff's Office for Shared Governance Communications and Dispatch Services for the 2017-2018 Fiscal Year.

AGENDA ITEM SUMMARY/BACKGROUND

The Denton County Sheriff's Office requires each agency desiring dispatch and records management services to participate in an Interlocal Agreement and share costs based on the workload imposed on the County by each participating agency. Funding of \$84,918.00 is requested this year by DCSO for costs associated with the Corinth Police Department workload.

RECOMMENDATION

It is recommended that the City Council approve the 2017-2018 Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services with the Denton County Sheriff's Office and payment to them in the amount of \$84,918.00.

Attachments

DCSO Interlocal Dispatch Services

COUNTY OF DENTON

898

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INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM

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

Name of Agency: CORINTH POLICE DEPARTMENT

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. <u>TERM OF AGREEMENT.</u> The initial term of this Agreement shall be for a one year period beginning October 1, 2017 and ending on September 30, 2018.

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

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

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

Agency workload percentages are calculated by:

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

6. <u>COUNTY SERVICES AND RESPONSIBILITIES</u>. The County agrees to provide the following services and responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County:	1	Denton County Judge
-		Denton County Commissioners Court
		110 West Hickory, Room #207
		Denton, Texas 76201
	2	Denton County Sheriff
		Denton County Sheriff's Office
		127 N. Woodrow Lane
		Denton, Texas 76205
	3	Assistant District Attorney
	- 1 ⁴	Counsel to the Sheriff
		127 N. Woodrow Lane
		Denton, Texas 76205

Name of Agency:	CORINTH POLICE DEPARTMENT
Contact Person	DEBRA WALTHALL, CHIEF OF POLICE
Address	2003 CORINTH PARKWAY
City, State, Zip	CORINTH, TX 76210
Telephone	940- 498- 2017

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

Signatu $M R$.		HEIDEN	MANN,	MAYOR
CIT	Y D	E CORI	NTH	
330	00 C	ORINTH	PARKW	AY
Co	RINTH	, TX	7620	8
		321-3		

EXECUTED duplicate originals on this

Date:

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney Counsel to the Sheriff EXECUTED duplicate originals on this

Date:_____

Approved as to content:

Agency

Approved as to form:

Attorney for Agency

Exhibit A

Costs by Workload

	A	В	С	E
2	FY	17-18 Dispatch Costs		
<u>2</u> 3	FY Budget	\$2,915,499.00	and the second second second second	
5	r i Duuget	<i>42,010,400.00</i>		
4	1/2 Budget Amount	\$1,457,749.50		
5	Agency	% Workload *	Gost by Workload	
6	ARGYLE PD	0.756%	\$11,021	
7	ARGYLE ISD PD	0.010%	\$145	
8	AUBREYPD	0.694%	\$10,111	
9	AUBREY ISD PD	0.069%	\$1,001	
0	BARTONVILLE PD	0.464%	\$6,758	
1	CORINTH PD	5.825%	\$84,918	
	DOUBLE OAK PD	0.314%	\$4,583	
-	HICKORY CREEK PD	1.917%	\$27,950	
4	JUSTIN PD	0.630%	\$9,187	
5	KRUM PD	1.266%	\$18,449	
	LAKE DALLAS PD	4.147%	\$60,458	
7	LITTLE ELM PD	8.325%	\$121,355	
8	NCTC PD	0.007%	\$98	
9	NORTHEAST PD	1.303%	\$19,000	
	NORTHLAKE PD	1.929%	\$28,114	
21	OAK POINT PD	1.345%	\$19,612	
	PILOT POINT PD	0.965%	\$14,068	
	PONDER PD	0.180%	\$2,621	
4	SANGER PD	2.469%	\$35,998	
25	TROPHY CLUB PD	2.677%	\$39,020	
26	ARGYLEFD	0.674%	\$9,822	
27	AUBREY FD	1.043%	\$15,209	
28	DOUBLE OAK VFD	0.061%	\$885	
	COMPANY OF THE OWNER		\$6,618	
29	JUSTIN FD	0.454%	and the second	an other line
30	KRUM FD	0.353%	\$5,144	
31	LAKE CITIES FD	1.632%	\$23,784	
32		1.422%	\$20,736	
33	OAK POINT FD	0.302%	\$4,407	
34		0.397%	\$5,785	
35	PONDER VFD	0.196%	\$2,852	
36	SANGER FD	0.741%	\$10,803	
37	TROPHY CLUB FD	0.349%	\$5,094	
38	OTHER	3.37%	\$49,080 *	
39	SHERIFF'S OFC *	53.717%	\$2,240,814 *	
10	Totals	100.000%	\$2,915,499	
11				h. 1-
42	*SHERIFF'S OFFICE cos			
13	reduced from other entit	ies total costs, as well a	as the remaining 1/2 of	the
11	-total Communications A	dopted Budget which oth	ner entities are not billed	for
45	at this time.			
47				
48	Volunteer Agencies			

Exhibit B

2017-18 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

Agency:	
Payment Contact Person:	LEE ANNI BUNSETMEYER 940-498-3280
Phone Number:	
Address:	3300 CORINTH PARKWAY
City, State, Zip	CORINTH, TX 76208
AGENCY TOTAL AMOUNT DUE	\$ 84,918.00

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

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026
	1 X One Annual Payment (100%)
Payment Plan Options	2 Two Payments (50%)
Agency MUST Select One	3 Four Payments (25%)
Payment Option	4 Twelve Monthly Payments

5

Other Payment Option

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2017-18

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE	
Non Twenty-Four Hour Terminal Agency	CORINTH POLICE DEPARTMENT	

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

WALTHALL

By: Tracy Murphree

Title: Denton County Sheriff

Date:

By:

Title:

Date

CONSENT ITEM 15.

City Council Regular a	nd Workshop Session	
Meeting Date:	05/18/2017	
Title:	Settlement between the ATMOS Cities Steering Committee and ATMOS Energy Corp	
Submitted For:	Bob Hart, City Manager	Submitted By: Kim Pence, City Secretary
City Manager Review:	Approval: Bob Hart, City Manager	

AGENDA ITEM

Consider and act on a Resolution approving a negotiated settlement between the Atmos Steering Committee and Atmos Energy Corp, Mid-Tex Division regarding the company's 2017 Rate Review Mechanism filings.

AGENDA ITEM SUMMARY/BACKGROUND

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would receive a \$52.4 million increase, or about \$4.4 million more than will be approved by the Resolution. ACSC and the Company have reached an agreement, reflected in the Resolution, to reduce the Company's request by \$9.4 million, such that the Resolution approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Resolution approve rates that will increase the Company's revenues by \$38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Resolution with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

Explanation of "Be It Ordained" Sections:

1. This section approves all findings in the Resolution.

2. This section finds the settled amount of \$48 million on a system-wide basis to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2017 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.

3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$48 million on a system-wide basis and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).

5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.

6. This section requires a rate reconciliation in the event that federal income tax rates change.

7. This section requires re-negotiation of current RRM terms and conditions this Summer and if new terms and conditions are not agreed to by both parties, the RRM process will be terminated and Cities will be encouraged to pass show cause resolutions to trigger a traditional rate case at the Railroad Commission.

8. This section repeals any resolution or ordinance that is inconsistent with this Resolution.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

10. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.

11. This section provides for an effective date upon passage which, according to the Cities' Resolution that adopted the RRM process, is June 1, 2017.

12. This paragraph directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Steering Committee.

RECOMMENDATION

Staff recommends approval of the Resolution approving the negotiated rate settlement as presented.

Resolution

Attachments

RESOLUTION NO. 17-05-18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION 2017 REGARDING THE COMPANY'S RATE REVIEW **MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE** ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT: FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE: TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE REASONABLE ACSC'S RATEMAKING **EXPENSES**; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; **DECLARING AN EFFECTIVE** DATE; AND REOUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Corinth, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2017 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest;

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

WHEREAS, the Company and ACSC have agreed that rates should be adjusted if any change in federal income tax rates is implemented during the period that rates approved herein remain in place; and

WHEREAS, because ACSC believes that certain provisions of the current terms and conditions of the RRM tariff are inconsistent with market conditions, the City expects renegotiation of the current RRM tariff in the summer of 2017.

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

2 203 Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. Consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated

at the customer deposit interest rate then in effect as approved by the Railroad Commission of Texas shall be applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.

Section 6. The City requires renegotiation of RRM tariff terms and conditions during the Summer of 2017. If an agreed renegotiated RRM tariff cannot be achieved, the City will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Resolution that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2017.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

2557/28/7339845

RATE SCHEDULE:	EDULE: R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017 PAGE:	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017 PAGE:	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount	
Customer Charge per Bill	\$ 44.70 per month	
Rider CEE Surcharge	\$ 0.08 per month ¹	
Total Customer Charge	\$ 44.78 per month	
Commodity Charge – All Ccf	\$ 0.09279 per Ccf	

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount	
Customer Charge per Meter	\$ 799.75 per month	
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu	
Next 3,500 MMBtu	\$ 0.2470 per MMBtu	
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu	

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount	
Customer Charge per Meter	\$ 799.75 per month	
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu	
Next 3,500 MMBtu	\$ 0.2470 per MMBtu	
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu	

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMEN	т
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXC DALLAS AND UNINCORPORATED AREAS	EPT THE CITY OF
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

WNAFi	=	R _i	(HSF _i	x	(NDE	D-ADD))
			(BL _i	+	(HSF _i	x ADD))
Where						
i	=	any particular Rate Sc particular Rate Schec				
WNAF _i	=	Weather Normalization classification expresse			e i th rate s	schedule or
R _i	=	Commodity Charge rat	te of temperature	e sensitiv	e sales fo	or the i th schedule or
HSFi	=	heat sensitive factor fo average bill count in th		e or class	sification	divided by the
NDD	=	billing cycle normal he average of actual heat			ited as the	e simple ten-year
ADD	=	billing cycle actual hea	ting degree days	S.		
Bli	=	base load sales for the bill count in that class	e i th schedule or	classifica	ation divid	ed by the average

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

 $WNA_i = WNAF_i \times q_{ij}$

Where q_{ii} is the relevant sales quantity for the jth customer in ith rate schedule.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMEN	т
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXC DALLAS AND UNINCORPORATED AREAS	EPT THE CITY OF
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Base Use/Heat Use Factors

	Reside	ential	<u>Commercia</u>	<u>l</u>
Weather Station	Base use <u>Ccf</u>	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the Company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the Company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the Company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Attachment B

.

File Date: March 1, 2017

ATMOS ENERGY CORP., MID-TEX DIVISION PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)

TEST YEAR ENDING DECEMBER 31, 2016								
(a)	(q)	(c) (c	(d) (e) ((t) (d)	(H)	(i)	0	(k)
 Proposed Change In Rates: Proposed Change In Rates without Revenue Related Taxes: 3 		\$ 48,000,000 \$ 44,800,457	Schedule A Ln 1 divided by factor on WP_F-5.1	tor on WP_F-5.1				
	Revenue Requirements	Allo						
Residential Commercial	\$ 338,431,486 84,223,622		Per GUD 10170 Final Order Per GUD 10170 Final Order	inal Order inal Order				
 Industrial and Transportation 10 Net Revenue Requirements GUD No. 10170 	11,490,316 \$ 434,145,424	2.65%	Per GUD 10170 Final Order	inal Order				
11 13								
15 16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:	ntial and a 40% residential ba	se charge increa	se:	In accordance with RRM tariff:				
/1						Proposed Change In	Proposed	
18	Current	Prospective	Revenues		Proposed Change	Kevenues	Kales	Proposea Kevenues
20 Residential Base Charge	\$ 19.08	\$ 0.77	\$ 13,969,407	Residential Base Charge		9,385,859		\$ 353,851,897
21 Residential Consumption Charge		\$ 0.02502	20,954,111	Residential Consumption Charge	\$ 0.03049	25,534,444 \$	0.14427	120,821,718 66 707 366
22 Commercial Base Charge	* 41./U	2.96 2.96	4,345,014	Commercial Base Unarge	00	4 280 326 \$	0109279	50 595 093
23 Commercial Consumption Charge 24 I&T Base Charge			592.856	Commendation consumption consumption of a generation of a gene	\$ 62.75	593,364 \$		7,562,427
25 R&T Consumption Charge Tier 1 MMBTU	0.3096	0	279,522	1&T Consumption Charge Tier 1 MMBTU				3,394,949
26 I&T Consumption Charge Tier 2 MMBTU			225,635	I&T Consumption Charge Tier 2 MMBTU			-	2,739,848
27 8.4 Rensumption Charge Tier 3 MMBTU	\$ 0.0486	\$ 0.0044		1&T Consumption Charge Tier 3 MMBTU	0.0044		0.0530	
28			\$ 44,800,457		\$	\$ 44,797,060		\$ 605,/39,177
29								

WP_J-5 Page 1 of 1

		Shared Services	Servic	es			Mid-Te	Mid-Tex Direct			
	_	Pension	Post-	Post-Retirement	Per	Pension	Suppl	Supplemental	Post-	Post-Retirement	
Line No. Description	Ace	Account Plan ("PAP")	Me("F	Medical Plan ("FAS 106")	Ассоі ("Р	Account Plan ("PAP")	Executi Plan (Executive Benefit Plan ("SERP")	Me ("F	Medical Plan ("FAS 106")	Adjustment Total
(a)		(q)		(c)		(p)		(e)		(f)	(6)
Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (3) Allocation to Mid-Tex	ь	5,004,862 45.03%	ф	2,864,121 45.03%	8 S	8,234,627 71.23%	φ	194,941 100.00%	ω	4,375,142 71.23%	
Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2) 3 4 O&M and Capital Allocation Factor	\$	2,253,477 100.00%	ф	1,289,592 100.00%	\$	5,865,537 100.00%	в	194,941 100.00%	θ	3,116,420 100.00%	
Fiscal Year 1/ Willis Towers Watson Benefit Costs To Approve 5 (excluding Removed Cost Centers) (Ln 3 x Ln 4)	s	2,253,477	ф	1,289,592	\$	5,865,537	s	194,941	÷	3,116,420	\$ 12,719,968
7 7 8 Summary of Costs to Approve:											
0 10 Total Pension Account Plan ("PAP") 11 Total Post-Retirement Medical Plan ("FAS 106") 12 Total Supplemental Executive Retirement Plan ("SFRP")	\$	2,253,477	ക	1,289,592	\$	5,865,537	6	194.941	ŝ	3,116,420	\$ 8,119,015 4,406,012 194,941
	ю	2,253,477	Ś	1,289,592	\$	5,865,537	÷	194,941	ω	3,116,420	\$ 12,719,968
15 16 O&M Expense Factor 17		74.05%		74.05%		37.75%		20.00%		37.75%	
18 Expense Portion (Ln 13 x Ln 16) 19	φ	1,668,700	ω	954,943	\$	2,214,432	¢	38,988	ы	1,176,551	\$ 6,053,614
20 Capital Factor 21		25.95%		25.95%		62.25%		80.00%		62.25%	
22 Capital Portion (Ln 13 x Ln 20)	φ	584,777	ŝ	334,649	\$	3,651,105	Ф	155,953	ь	1,939,870	\$ 6,666,354
24 Total (I n 18 + I n 22)	6	LT1 030 0	6	1 200 502	e		e		3		

ATMOS ENERGY CORP., MID-TEX DIVISION

Attachment C
City Council Regular and Workshop Session		
Meeting Date:	05/18/2017	
Title:	Texas Health Resources Hospital Planned Development Rezoning	
Submitted For:	Fred Gibbs, Director	
Submitted By:	Barbara Cubbage, Planning & Development Manager	
City Manager Review:	Approval: Bob Hart, City Manager	

City Council Regular and Workshop Session

AGENDA ITEM

PUBLIC HEARING: To hear public opinion regarding a request from the property owner and applicant, Ramona Osburn, Senior Vice President at Texas Health Resources Behavioral Health, for a zoning change through an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, and a portion of Planned Development Ordinance No. 99-03-18-05, as amended, by amending the zoning to Planned Development C-2 Commercial District and adding "Hospital" as a Permitted Use on Lot 1, Block A, Corinth Medical Center Addition being 5.00 acres in the City of Corinth, Denton County, Texas.

BUSINESS: Consider and act on an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, and a portion of Planned Development Ordinance No. 99-03-18-05, as amended, by amending the zoning to Planned Development C-2 Commercial District and adding "Hospital" as a Permitted Use on Lot 1, Block A, Corinth Medical Center Addition being 5.00 acres in the City of Corinth, Denton County, Texas.

AGENDA ITEM SUMMARY/BACKGROUND APPROVAL PROCESS

On January 14, 2017 the Planning and Zoning Commission's made a recommendation to approve the requested zoning change / planned development ordinance amendment associated with adding Hospital as a permitted use. The Commission's recommendation was presented to City Council on March 2, 2017 where the request was denied. On March 16, 2017 consideration to reconsider adding Hospital as an allowed use was placed on the City Council agenda. The item received the required motion and votes to allow the reconsideration for a future City Council session. The motion was to consider the item on May 18th.

NOTIFICATION TO PUBLIC

Original public notification was by sign placement, newspaper and written notice to property owners within 200'. No replies were received from any of the six property owners who within 200'. For this meeting, Staff re-noticed by all previous methods.

AGENDA ITEM DESCRIPTION

With the approval of the Unified Development Code in May 2013, the Business Overlay District which included the Town Center Sub-district was eliminated from the City's Comprehensive Zoning Ordinance. At that time the Long Term Acute Care Hospital at 3305 Corinth Parkway was a legal non-conforming use. IN 2016 after the LTAC Hospital vacated the premises, Texas Health Resources (THR) purchased the facility. Texas Health Resources submitted a building permit application to renovate the existing structure located on the north side of Corinth Parkway across from City Hall. In the process of reviewing applications for building permits it is normal procedure to verify that the zoning in place for is appropriate for the planned tenants. During discussions between the Building Official, Planning Staff and City Attorney it was realized that the current zoning did not allow for a hospital.

Since the March City Council meeting, Staff has met with representatives from Texas Health Resources to help address some of the concerns with the amendment to the Planned Development ordinance to cover the Hospital use. THR has incorporated the comments and concerns of the Council and are outlined below.

A. Purpose

The purpose of this Planned Development Ordinance is to allow the "Hospital" use as defined below within the Corinth Medical Center Addition.

B. Permitted Uses and Use Regulations

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

The Permitted Uses in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, for the C-2 Commercial District shall apply, except the following uses are permitted:

<u>HOSPITAL, ACUTE CARE</u>: An institution where sick or injured patients are given medical or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.
<u>HOSPITAL, CHRONIC CARE</u>: An institution where those persons suffering from illness, injury, deformity, deficiency or age are given care and treatment on a prolonged or permanent basis, and which is licensed by the State of Texas.

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.04 of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, for the C-2 Commercial District shall apply.

D. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, for the C-2 Commercial District, as amended shall apply for all new construction except as follows:

1. UDC Section 2.07.07 Accessory Buildings and Uses except for the following:

a. Courtyard: An outdoor Respite Courtyard for patient and staff use with a maximum size of 18' x 28'. It will be located with access to the dining hall and controlled by an egress gate. The perimeter wall will be minimum 10' in height providing engineered plans and constructed of masonry, steel and wood.

- 2. UDC Section 2.09.01 Landscape Regulations shall apply.
- 3. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
- 4. UDC Section 2.09.03 Vehicle Parking Regulations shall apply.
- 5. UDC Section 2.09.04 Building Façade Material Standards shall apply.
- 6. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
- 7. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
- 8. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
- 9. UDC Section 4.01 Sign Regulations shall apply.
- 10. UDC Section 4.02 Fence and Screening Regulations shall apply.

a. Ornamental Shrubbery will be added to soften up the 10' screening fence.

11. UDC Section 2.10.08 Site Plans; the Courtyard Site Plan will be approved administratively.

E. Conditions of Hospital Use

1. Narcotic Treatment Clinics and Substance Abuse Treatment Facilities as licensed and regulated by the Texas Department of State Health Services, as well as treatment for chemical dependency as a primary diagnosis, are not permitted uses.

2. The courtyard perimeter wall shall have landscaping a minimum of 3 feet in height along the base of the wall.

3. The use of the property as a Private Psychiatric Hospital is subject to the following conditions:

a. The term "private psychiatric hospital" means an establishment offering inpatient services, including treatment facilities, and beds for use beyond 24 hours, for the primary purpose of providing psychiatric assessment and diagnostic services and psychiatric inpatient care and treatment for mental illness. Such services must be more intensive than room, board, personal services, and general medical and nursing care. Services include psychiatric assessment and diagnostic services, physician services, professional nursing services, and monitoring for patient safety provided in a restricted environment.

b. The use only allows individuals seeking treatment on a voluntary basis. Detention facilities use is prohibited.

c. The user shall maintain all required state licensing.

d. The user shall maintain accreditation by The Joint Commission (or comparable accrediting body) and survey and certification by Centers for Medicare and Medicaid Services.

e. No incarcerated patients shall be treated.

f. Psychiatric Outpatient services for less than 24 hours are permitted so long as there is an indoor waiting area for persons who will be served. The indoor waiting area must be available whenever outpatients are on the premises.

RECOMMENDATION STAFF RECOMMENDATION

Staff recommends approval of the Planned Development Rezoning.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission met on January 23, 2017 in Regular Session. The Commission recommended unanimously (5-0) to approve the zoning change and ordinance as presented.

Attachments

Letter of Intent Ordinance Zoning Map Zoning Map THR Corinth Medical Center Plat

STATEMENT OF INTENT

December 14, 2016 (revised)

Texas Health Behavioral Health Hospital Corinth will serve the growing psychiatric and substance abuse needs of Denton and Collin counties. The 60 bed facility will serve the ages from 7 years to 65 and older in both a day partial hospitalization program as well as inpatient services.

The hospital will employ board certified physicians, registered nurses who specialize in psychiatric services, licensed professional counselors and social workers, as well as auxiliary staff such as mental health associates, food services, environment of care, and pharmaceutical needs of our patients. In additional to serving the needs of our patients Texas Health Behavioral Health Corinth will serve the students of NCTC, TWU and North Texas for clinical rotation in whereby nursing, counselor and social work students achieve required experience through direct patient care opportunities within our facility.

Texas Health Resources remains committed to providing the highest level of care for patients in need of our services in the North Texas region which has been shown to be highly underserved.

THR's intention is to request an amendment of the existing PD-21 accepted listing of building Uses which expand the existing Medical use to **Healthcare/Hospital** use.

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, ORDINANCE NO. 13-05-02-08, AS AMENDED, AND A PORTION OF PLANNED DEVELOPMENT ORDINANCE NO. 99-03-18-05, AS AMENDED, BY AMENDING THE ZONING TO PLANNED DEVELOPMENT C-2 COMMERCIAL DISTRICT AND ADDING "HOSPITAL" AS A PERMITTED USE ON LOT 1, BLOCK A, CORINTH MEDICAL CENTER ADDITION BEING 5.00 ACRES; PROVIDING FOR A PROPERTY DESCRIPTION; PROVIDING FOR A PENALTY FOR VIOLATIONS NOT TO EXCEED \$2,000.00 FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the hereinafter described property is zoned as Planned Development C-2, Commercial District Classification under the City's Unified Development Code and a person having a proprietary interest in the property has requested a change in the zoning classification of said property; and

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

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

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

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

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

SECTION I - LEGAL PROPERTY DESCRIPTION

That in accordance with the Unified Development Code, the Zoning is amended to Planned Development C-2 Commercial District adding Hospital as a permitted use and the Zoning Map of the City of Corinth is hereby amended on 5.000 acres of land being Corinth Medical Center Addition, Lot 1, Block A as described in "Exhibit A" attached and incorporated by reference herein.

SECTION II – PLANNED DEVELOPMENT ZONING EXHIBIT

The PD Design Statement and PD Concept Design Map documents approved and described as "Exhibit B" attached hereto and made a part hereof are approved. The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council. The property owner shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the Mayor and acknowledgement by the City Secretary. The Planned Development Master Plan, including the signed map shall be made a part of the permanent file and maintained by the City Secretary.

SECTION III – LAND USE REGULATIONS

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

ORDINANCE NO. 17-05-18-__ PD C-2 DISTRICT WITH HOSPITAL CORINTH MEDICAL CENTER ADDITION PAGE 3

SECTION IV – PENALTY FOR VIOLATIONS

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

SECTION V – SEVERABILITY CLAUSE

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

SECTION VI – EFFECTIVE DATE

This Ordinance shall become effective upon approval and publication.

PASSED AND APPROVED THIS 18th DAY OF <u>MAY</u>, 2017.

APPROVED:

Bill Heidemann, Mayor City of Corinth, Texas

ATTEST:

Kim Pence, City Secretary City of Corinth, Texas

APPROVED AS TO FORM:

City Attorney

"EXHIBIT A" METES AND BOUNDS LEGAL PROPERTY DESCRIPTION

WHEREAS WE, MPT of Corinth, LP are the owners of all that certain lot, tract or parcel of land situated in the J. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas, and being part of that certain tract of land described in deed to Pinnell-Ford L. C. recorded in Clerk's File Number 97-R0046701 of the Real Property Records of Denton County, Texas, and being all of Lots 1R and 2R, Block A, Corinth Medical Center, according to the plat thereof recorded in document number 2011-10 of the Plat Records of Denton County, Texas:

BEGINNING at a 1/2" capped rebar (G & A) found at the northeast corner of said Lot 2R, the northwest corner of Corinth Healthcare Realty Addition, according to the plat thereof recorded in document number 2011-135 of the Plat Records of Denton County, Texas, and being on the south line of Walton Road according to that certain called 1.097 acre tract of land described in deed to the City of Corinth recorded in Volume 5244, Page 4071 of the Real Property Records of Denton County, Texas, said point being N 88°28'14" W, 19.22 feet from a Brittain & Crawford capped rebar found at the southeast corner thereof;

THENCE S 11°37'51" E, 430.99 feet along the east line of said Lot 2R, and the west line of said Corinth Healthcare Realty Addition, to a 1/2" P.B.S.& J. capped rebar found at the southwest corner thereof and the southeast corner of said lot 2R, said point being on the north line Corinth Parkway according to that certain called 3.761 acre tract of land described in deed to The City of Corinth recorded in Volume 4564, Page 2044 of the Real Property Records of Denton County, Texas;

THENCE along the south line of said Lot 2R and the north line of said Corinth Parkway with the arc of a curve to the left having a radius of 2542.00 feet, central angle of 09°51'10", passing at 315.45 feet, the southwest corner of said Lot 2R, and the southeast corner of said Lot 1R, continuing a total arc length of 437.14 feet, whose chord bears S 71°06'39" W, 436.60 feet, to a 1/2" capped rebar (B T G) found at the southwest corner thereof, and being the southeast corner of that certain called 10.490 acre tract of land described in deed to Anchor City Investment, LLC recorded in document number 2006-90896 of the Real Property Records of Denton County, Texas;

THENCE N 11°37'51" W, 587.41 feet, along the west line of said Lot 1R, and the east line of said 10.490 acre tract, to a 1/2" capped rebar (G & A) found at the northwest corner of said Lot 1R, and being the northeast corner of said 10.490 acre tract, and being on the south line of said Walton Road;

THENCE S 88°28'14" E, along the north line of said Lot 1R and the south line of said Walton Road, passing at 197.03 feet the northeast corner of said Lot 1R, and the northwest corner of said Lot 2R, continuing a total distance of 444.78 feet to the POINT OF BEGINNING and containing approximately 5.000 acres of land.

"EXHIBIT B" PD CONCEPT DESIGN STATEMENT

The Texas Health Behavioral Health Hospital Corinth will treat patients living with psychiatric and addiction problems in both Inpatient and Outpatient environment. The facility will be a 60 bed hospital serving patients throughout the Denton County region. The facility will be licensed under the Texas Department of State Health Service Chapter 134, Chapter 25, for Private Psychiatric Hospital and Crisis Stabilization Unit licensing Rules and NFPA 101.

The facility will treat four distinct populations on four distinct units: Children ages 7- 11 Adolescents ages 12-17 Adults ages 18-64 Seniors 65 and older

The inpatient units will be locked units for patient safety and all areas of the facility will be camera monitored by staff at all times including patient rooms. A typical inpatient stay will be approx. 5-7 days depending on their care plan.

The Corinth facility will also provide Outpatient programs. These patients will not stay overnight and will make use of the dining area as well as, group meeting and activity spaces. Outpatients will have scheduled appointments that will occur during the 8am to 5pm hours.

In addition to the Administrative office space on 1st and 3rd floors, the building houses support spaces like Dining, Lab, Pharmacy and building support services. An outdoor garden area with fence is also planned for patient and staff respite.

The Scope of the construction project includes the Interior Renovation of the previously licensed hospital spaces (60 beds) to accommodate the same 60 beds for inpatient stay that are both Semi Private and Private rooms.

The goal of the building's design is to avoid an institutional look that blends with the community context and that also meets the applicable hospital codes and regulations. A patient centered environment, makes a significant and positive impact on hospital therapeutic and healing spaces where staff and patients enjoy a comfortable, attractive and non-institutional feel.

ORDINANCE NO. 17-05-18-__ PD C-2 DISTRICT WITH HOSPITAL CORINTH MEDICAL CENTER ADDITION PAGE 6

"EXHIBIT B" PD DESIGN MAP



"EXHIBIT C" LAND USE REGULATIONS

SECTION 1: REGULATIONS

A. <u>Purpose</u>

The regulations set forth in this Exhibit provide development standards for C-2 Commercial District designations within Corinth Medical Center Addition Lot 1, Block A. The Planned Development C-2 Commercial District (PD C-2) is identified by metes and bounds on Exhibit A and is depicted on Exhibit B. Every use not authorized herein is expressly prohibited in this PD C-2 District.

B. <u>Base District</u>

In this Planned Development C-2 Commercial District, the C-2 Commercial regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply except as modified herein.

SECTION 2: USES AND AREA REGULATIONS

A. <u>Purpose</u>

The purpose of this Planned Development Ordinance is to allow the "Hospital" use as defined below within the Corinth Medical Center Addition.

B. <u>Permitted Uses and Use Regulations</u>

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

The Permitted Uses in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, for the C-2 Commercial District shall apply, except the following uses are permitted:

- 1. <u>HOSPITAL, ACUTE CARE</u>: An institution where sick or injured patients are given medical or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.
- 2. <u>HOSPITAL, CHRONIC CARE</u>: An institution where those persons suffering from illness, injury, deformity, deficiency or age are given care and treatment on a prolonged or permanent basis, and which is licensed by the State of Texas.

C. <u>Dimensional Regulations</u>

The Dimensional Regulations described in Section 2.05.04 of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, for the C-2 Commercial District shall apply.

D. <u>Development Standards</u>

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, as amended, for the C-2 Commercial District, as amended shall apply for all new construction except as follows:

- 1. UDC Section 2.07.07 Accessory Buildings and Uses except for the following:
 - a. Courtyard: An outdoor Respite Courtyard for patient and staff use with a maximum size of 18' x 28'. It will be located with access to the dining hall and controlled by an egress gate. The perimeter wall will be minimum 10' in height providing engineered plans and constructed of masonry, steel and wood.
- 2. UDC Section 2.09.01 Landscape Regulations shall apply.
- 3. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
- 4. UDC Section 2.09.03 Vehicle Parking Regulations shall apply.
- 5. UDC Section 2.09.04 Building Façade Material Standards shall apply.
- 6. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
- 7. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
- 8. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
- 9. UDC Section 4.01 Sign Regulations shall apply.
- 10. UDC Section 4.02 Fence and Screening Regulations shall apply.
 - a. Ornamental Shrubbery will be added to soften up the 10' screening fence.
- 11. UDC Section 2.10.08 Site Plans; the Courtyard Site Plan will be approved administratively.
- E. <u>Conditions of Hospital Use</u>
 - 1. Narcotic Treatment Clinics and Substance Abuse Treatment Facilities as licensed and regulated by the Texas Department of State Health Services, as well as treatment for chemical dependency as a primary diagnosis, are not permitted uses.
 - 2. The courtyard perimeter wall shall have landscaping a minimum of 3 feet in height along the base of the wall.
 - 3. The use of the property as a Private Psychiatric Hospital is subject to the following conditions:
 - a. The term "private psychiatric hospital" means an establishment offering inpatient services, including treatment facilities, and beds for use beyond 24 hours, for the primary purpose of providing psychiatric assessment and diagnostic services and psychiatric inpatient care and treatment for mental illness. Such services must be

more intensive than room, board, personal services, and general medical and nursing care. Services include psychiatric assessment and diagnostic services, physician services, professional nursing services, and monitoring for patient safety provided in a restricted environment.

- b. The use only allows individuals seeking treatment on a voluntary basis. Detention facilities use is prohibited.
- c. The user shall maintain all required state licensing.
- d. The user shall maintain accreditation by The Joint Commission (or comparable accrediting body) and survey and certification by Centers for Medicare and Medicaid Services.
- e. No incarcerated patients shall be treated.
- f. Psychiatric Outpatient services for less than 24 hours are permitted so long as there is an indoor waiting area for persons who will be served. <u>The indoor waiting area must</u> <u>be available whenever outpatients are on the premises.</u>



City of Corinth Zoning Map

Legend

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



0.75

0.25



CITY OF CORINTH

Texas Health Behavioral Health Hospital Corinth









KELLI MORGAN Notary Public State of Texas ly Comm. Exp. 1-28-20

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d'



Certificate of Completion and Authorization to File

Mayor, City of Corinth Date

of Corinth Medical Center an addition to the City of Corinth Council further authorized the Mayor to note the acceptance thereof by signing his/her hereinabove subscribed.

2008

TEXA

Witness my hand this 12 day of Teso Kundaly tem City Secretary City of Corinth,

LIENHOLDER'S RATIFICATION OF PLAT DEDICATION

STATE OF TEXAS

Lienholder: Dille ungester, Northstar Bank Date: 1-15-08 STATE OF TEXAS and consideration therein expressed and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF 0 ICE this 15 day of January, KELLI MORGAN Notary Public State of Texas In Comm. Exp. 1-28-201 Keei Marec Notary Public State of Texas

FINAL PLAT **Corinth Medical Center** Lot 1, Block A 5.000 Acres J.P. WALTON, ABSTRACT NO. 1389 CITY OF CORINTH DENTON COUNTY, TEXAS

G & A Consultants, Inc. SITE PLANNING * PLATTING CIVIL ENGINEERING LAND SURVEYING * LANDSCAPE ARCHITECTURE Phone (972) 436-9712 * Fax (972) 436-9715 P.O. Box 1398 * Lewisville, Texas 75067 REV 09-18-06 DRAWN BY: R.J.D. DATE: 08/28/06 SCALE: 1"=40' JOB. NO. 06067

OWNER Corinth linestor Holdings 4204 N I-35 Denton Texas 76207 (972) 489-7414 fax (972) 813-4583 Contact: Ambu Nac I muthu

Filed for Record in: Denton County On: Oct 24,2008 at 12:26P As a <u>Plat</u> 115698 Document Number: 43.00 Amount Receipt Humber - 531910

Karen Dean

BUSINESS ITEM 17.

City Council Regular and Workshop Session					
Meeting Date:	05/18/2017				
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				

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.

Fiscal Impact

Source of Funding: General Fund FINANCIAL SUMMARY: \$15,000 is currently allocated in the FY 2017-2018 budget for this expenditure.

Attachments

Interlocal Little Elm Holding Facility

INTERLOCAL AGREEMENT FOR HOLDING FACILITY SERVICES FOR THE CITY OF CORINTH, TEXAS

THE STATE OF TEXAS)(COUNTY OF DENTON)(

This Interlocal Agreement ("Agreement"), is made and entered into by the TOWN OF LITTLE ELM, TEXAS, a Home Rule municipal corporation, ("LITTLE ELM"), and the CITY OF CORINTH, TEXAS, a Homer Rule municipal corporation ("CORINTH"), each acting by and through its duly appointed and authorized town/city manager.

WITNESETH:

- WHEREAS, CORINTH is desirous of housing persons under arrest for Class C Misdemeanors at the Little Elm Holding Facility located at the LITTLE ELM Police Department facility, 88 w. Eldorado Parkway, Little Elm, Texas ("Holding Facility"); and
- WHEREAS, LITTLE ELM has the facilities available to perform Holding Facility Services for the City of CORINTH; and
- WHEREAS, LITTLE ELM and CORINTH desire to enter into this Agreement to have LITTLE ELM provide Holding Facility Services to CORINTH at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and
- WHEREAS, all payments for the Holding Facility Services shall be made from current revenues available to the paying party; and
- WHEREAS, LITTLE ELM and CORINTH have concluded that this Agreement fairly compensates the performing party for the Holding Facility Services being provided hereunder; and
- WHEREAS, LITTLE ELM and CORINTH believe that this Agreement is in the best interest of LITTLE ELM and CORINTH; and
- WHEREAS, this Agreement is approved by the governing bodies of LITTLE ELM and CORINTH; and
- WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (The "Act").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, LITTLE ELM AND CORINTH HEREBY AGREE TO THE FOLLOWING: Section 1. Findings.

All matters stated above are found to be true and correct and are incorporated herein by reference.

Section 2. Term.

This Agreement shall be for an initial term of one (1) year commencing on June 1, 2017, and ending at midnight May 31, 2018, and may thereafter be renewed annually for additional one (1) year terms by mutual consent of the parties.

Section 3. Services to be provided by LITTLE ELM.

LITTLE ELM hereby agrees to provide CORINTH the following equipment, services, personnel and facilities:

- a. Commencing May 1, 2017, LITTLE ELM will provide Holding Facility Services at the Holding Facility. The CORINTH Municipal Judge will work with the CORINTH Municipal Court in establishing a mutually agreeable daily arraignment protocol of CORINTH inmates. LITTLE ELM will provide the necessary detention officers and other employees to properly supervise and operate the Holding Facility. CORINTH inmates shall be released in accordance with specific written procedures agreed upon by LITTLE ELM and CORINTH. Holding Facility Services shall include at a minimum the following:
 - 1. Accepting full responsibility for the custodial care of all persons taken into custody by CORINTH for Class C Misdemeanor Offenses once delivered to the Holding Facility;
 - 2. Providing all necessary booking services when accepting inmates to the Holding Facility;
 - 3. Providing CORINTH with full access to inmates for conducting interviews or interrogations, in accordance with reasonable regulations established by LITTLE ELM;
 - 4. Making available all inmates whose presence is requested or ordered by a court of competent jurisdiction;
 - 5. Releasing inmates for investigative purposes outside the Holding Facility when such requests are authorized by a duly authorized CORINTH official;
 - 6. Maintaining a log and other applicable records of any significant events related to CORINTH inmates;
 - 7. Ensuring that the Holding Facility maintains accreditation status with the Texas Police Chiefs Best Practices Recognition Program throughout the term of this Agreement.

- 8. Providing designated space for the provision of magistration services for CORINTH inmates and space for CORINTH officer arrest review and report writing.
- b. LITTLE ELM shall provide CORINTH monthly service reports not later than the 15th of each month, detailing inmate counts and records capable of being provided LITTLE ELM Booking Module program(s).
- c. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Holding Facility Services, including providing all employee policies and procedures and the administration thereof, shall be provided by LITTLE ELM.
- d. Should overcrowding at the Holding Facility occur, LITTLE ELM may suspend taking CORINTH inmates until sufficient space becomes available. LITTLE ELM shall notify the on-duty supervisor in CORINTH of the overcrowding situation.
- e. LITTLE ELM agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. CORINTH Obligations.

CORINTH agrees to perform the following:

- a. CORINTH shall pay the sum of Fifty Dollars (\$50.00) to LITTLE ELM for each inmate processed at the Holding Facility. Any time served beyond a twenty-four (24) hour period will incur an additional charge of \$25.00 per day, for a period of time of up to 72 hours after the official booking time. The rate includes temporary housing, safe guarding personal property, providing meals, jail uniforms (when appropriate) and 24-hour monitoring.
- b. Arrange for the timely delivery of all required paperwork to properly hold and arraign CORINTH inmates. CORINTH will be responsible for the transportation of all CORINTH inmates to the Holding Facility. CORINTH officers will be responsible for completing the required paperwork establishing probable cause before leaving the Holding Facility.
- c. LITTLE ELM reserves the right to reject any inmate if it determines that holding the inmate would be problematic or unsafe due to medical, psychological, or other issues.
- d. CORINTH halls provide magistration services for CORINTH inmates.

- e. Should the need arise for an in-custody transportation for emergency medical treatment of a CORINTH inmate housed at the Holding Facility, LITTLE ELM and CORINTH agency field supervisors will determine if releasing the inmate is the best possible alternative.
 - 1. LITTLE ELM will arrange for transport of all inmates to the appropriate medical facility as needed.
 - 2. LITTLE ELM will provide officers as needed for escort/inmate details related to medical transports for a maximum time of 90 minutes beginning at initial dispatched time.
 - 3. CORINTH will be notified within 5 minutes of dispatching an inmate escort and will have the responsibility to provide a relief officer within 90 minutes of initial dispatched time, or decide to release the inmate prior to that time.
 - 4. CORINTH will make every effort to relieve LITTLE ELM officers in the timeliest manner, regardless of the 90-minute maximum time allowed for response.

Section 5. Payments for Services Performed.

All payments for Holding Facility Services shall be paid by CORINTH to LITTLE ELM monthly. LITTLE ELM shall invoice CORINTH showing number of inmates processed at the Holding Facility and the corresponding amount owed. Payment must be made within 30 days of receipt of the invoice.

Section 6. Expenses.

LITTLE ELM will not be responsible for any inmate medical expenses or ambulance transportation expenses. Such expenses shall be the responsibility of the inmate. In the instance where an inmate's medical bill is received by LITTLE ELM, it will be forwarded to the arresting municipality for final disposition.

Section 7. Cancellation.

- a. Each party may terminate this Agreement if the other party defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within thirty (30) days after written notice.
- b. Each party shall have the right to terminate this Agreement for any reason by giving written notice to the other party at least ninety (90) days before the termination. All payments by CORINTH to LITTLE ELM shall continue until the termination date or as mutually agreed to in writing by both parties.

Section 8. Notices.

All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested.

CORINTH

LITTLE ELM

Bob Hart, City Manager	Matt Mueller, Town Manager
City of Corinth	Town of Little Elm
3300 Corinth Parkway	100 W. Eldorado Blvd.
Corinth, Texas 76208	Little Elm, Texas 75068

Section 9. **Dispute Resolution.**

All issues regarding the performance of Holding Facility Services shall be brought directly to the attention of the LITTLE ELM Chief of Police or his authorized designee. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty supervisor.

In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all questions or disputes arising under this Agreement shall be first handled and attempted to be resolved between the Managers of LITTLE ELM and CORINTH.

Any issues not resolved by the parties' Managers may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a Denton County court-certified Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 10. Venue.

Venue for any legal dispute arising pursuant to the Agreement shall lie in Denton County, Texas. No litigation shall be commenced prior to both parties' completion of mediation in accordance with Section 9.

Section 11. Independent Contractor.

The parties mutually agree that LITTLE ELM is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of LITTLE ELM in no way are to be considered employees of CORINTH.

Section 12. Indemnification; Immunity.

LITTLE ELM and CORINTH each agree to accept full responsibility for the actions of their officers, agents and employees in the operation of the Holding Facility, or in the performance or use of dispatching services under this Agreement, and, to the extent allowed by law, each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the Holding Facility, or in the performance or use of dispatching services under this Agreement.

It is expressly understood and agreed that, in the execution of this Agreement, LITTLE ELM and CORINTH do not waive any immunity or defense that would otherwise be available to them. By entering into this Agreement, LITTLE ELM, and CORINTH do not create any obligations express or implied, other than those set forth herein, and this Agreement does not create any rights in any parties not part of this Agreement.

Section 13. Contingency Plan.

If the Holding Facility is damaged due to a natural or manmade disaster and is unusable, LITTLE ELM will have a contingency plan to continue to provide services under this Agreement at another facility within Denton County.

Section 14. Entire Agreement and Amendment.

Annually, at the time the cost for Holding Facility Services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of LITTLE ELM and CORINTH.

Section 15. Approval.

This Agreement has been approved by the governing bodies of LITTLE ELM and CORINTH. The execution of this Agreement has been authorized by an act of the governing bodies of LITTLE ELM and CORINTH at a duly called and posted meeting.

IN	WITNESS	WHEREOF,	this	Agreement	is	executed	this	the	 day	of	
201	7, in duplicat	e originals.									

TOWN OF LITTLE ELM, TEXAS

CITY OF CORINTH, TEXAS

By: Matt Mueller Town Manager By: Bob Hart City Manager

ATTEST:

ATTEST:

By: Kim Pence City Secretary

By: Kathy Phillips Town Secretary

City Council Regular and Workshop Session				
Meeting Date:	05/18/2017			
Title:	Notice of Intent			
Submitted For:	Lee Ann Bunselmeyer, Director	Submitted By: Kim Pence, City Secretary		
Finance Review:	Yes	Legal Review: N/A		
City Manager Review:	Approval: Bob Hart, City Manger			

AGENDA ITEM

Consider adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

AGENDA ITEM SUMMARY/BACKGROUND

This provides the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2017, as required by state law. To issue the certificates for the Capital Improvement Program for the current fiscal year, the City Council must adopt the attached "Intent to Sell" resolution at least 30 days prior to the sale. The notice will be published on May 25 and June 1, 2017. The certificates are being sold for an amount not to exceed \$5 million for 1) Constructing and improving streets and roads and 2) Public Safety facilities, construction and equipment of a new fire station and improvements to existing fire stations and will include the costs of issuance.

The timeline for the issue is:

May 18, 2017	Council adopts "Intent to Sell" resolution
May 25, 2017	1st Notice of Intent Published
June 1, 2017	2nd Notice of Intent Published
June 5th - June 9th	Rating Conference Call/Meetings
June 21, 2017	Receive Ratings & Insurance Bids
July 6, 2017	Receive Pricing
July 6, 2017	Council Passes Ordinance Authorizing Issuance of Certificate of Obligation's
August 3, 2017	Certificate Closing & Delivery of Funds to the City

RECOMMENDATION

Staff recommends approval of the resolution for the "Intent to Sell" certificates of obligation.

	Attachments
Intent to sell	

RESOLUTION NO.

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of the City of Corinth, Texas, as hereinafter provided;

WHEREAS, this City Council finds and determines that such projects are necessary and in the public interest of the City to provide public facilities and equipment for authorized needs and purposes; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto is a form of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be at least 30 days prior to the date tentatively set for the adoption of the ordinance authorizing the issuance of such certificates of obligation as shown in said notice.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED AND EFFECTIVE ______.

Mayor

City Secretary

[CITY SEAL]

CITY OF CORINTH, TEXAS NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Corinth, Texas, at its meeting to commence at 7:00 P.M. on July 6, 2017, at its regular meeting place in the City Hall, 3300 Corinth Parkway, Corinth, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$5,000,000, for paying all or a portion of the City's contractual obligations incurred in connection with:

(i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage;

(ii) acquiring, improving and equipping a public safety facility for the police and fire departments;

(iii) constructing and equipping a new fire station and improvements to existing fire stations; and

(iv) paying legal, fiscal and engineering fees in connection with such projects.

The City proposes to provide for the payment of such combination tax and revenue certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with any of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF CORINTH, TEXAS