



*** PUBLIC NOTICE ***

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

**Thursday, March 21, 2019, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a report and hold a discussion on the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018, as presented by Eide Bailly, LLP.
2. Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

**7:00 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:
Denton County Master Gardener Association 30th Anniversary**

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 February 21, 2019 Workshop Session.
2. Consider and act on minutes from the February 21, 2019 Regular Session.

3. Consider and act on approval of an Interlocal Agreement between the City of Corinth and the Lake Dallas ISD to utilize the Shady Shores Elementary School to host the Corinth Recreation Department Summer Camp Program.
4. Public Works equipment storage building, site improvements and Fire Department Training Facility construction.

CITIZENS COMMENTS

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

BUSINESS AGENDA

5. Accept the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018, as presented by Eide Bailly, LLP (formerly Davis Kinard & Co, PC).

PUBLIC HEARING

6. The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City's Unified Development Code, Section 4: Sign and Fence/Screening Regulations subsection 4.02: Fence and Screening Regulations.
 - Staff Presentation
 - Public Hearing (Open and Close)
 - Response by Staff
 - Take Action
7. The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City's Unified Development Code, Section 2: Zoning, Subsection 2.07: Zoning Use Regulations, 2.07.07 Accessory Buildings and Uses.
 - Staff Presentation
 - Public Hearing (Open and Close)
 - Response by Staff
 - Take Action
8. The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City's Unified Development Code, Section 2: Zoning, Subsection 2.10: Zoning Procedures, 2.10.04 Zoning Text and Map Amendments and 2.10.05 Public Hearings and Notification Requirements for Zoning Related Applications.
 - Staff Presentation
 - Public Hearing (Open and Close)

- Response by Staff
- Take Action

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

Closed Session may happen at any time during the Workshop Session and before the start of a City Council Regular Session.

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

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

A. Potential land acquisition related to incentives and projects. (Project Daylight)

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:

Posted this 15th day of March, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Annual Audit and Comprehensive Annual Report Discussion
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Receive a report and hold a discussion on the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018, as presented by Eide Bailly, LLP.

AGENDA ITEM SUMMARY/BACKGROUND

The City Charter, in compliance with Chapter 103 of the Local Government Code requires an annual independent audit. The audit of the City of Corinth's financial records for the year-ended September 30, 2018 was conducted by Eide Bailly, LLP. The audit firm, in its third year as the City's independent audit firm, issued an unqualified opinion on the financial statements, stating that the financial statements present fairly, in all material respects, the City's financial position in conformity with generally accepted accounting principles.

The Comprehensive Annual Financial Report (CAFR) was presented to the Citizen Finance Audit Committee on Thursday, February 21, 2019. Representatives from Eide Bailly, LLP will be present at the City Council meeting to provide their opinion.

RECOMMENDATION

Attachments

Presentation
Management Letter
Letter to those charged with governance



COMPREHENSIVE ANNUAL FINANCIAL REPORT
For the fiscal year ended September 30, 2018

Comprehensive Annual Financial Report (CAFR)

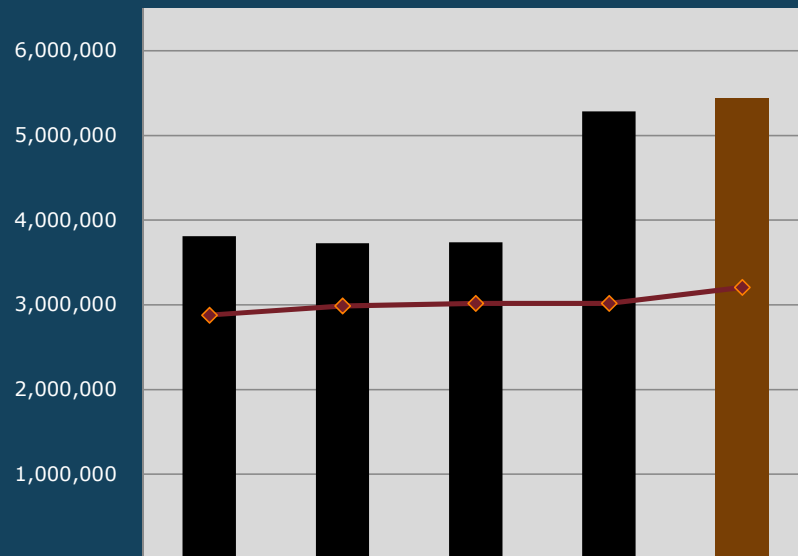
- Report is organized into three sections:
 - Introductory, Financial & Statistical Section
- CAFR has been designed to comply with GAAP/GASB guidelines
- City has received an unqualified opinion from the audit firm
- Auditor suggested adjustments recorded by staff:
 - Current Year GASB 68 & GASB 75 entries– Accounting and Financial Reporting for Pensions & Postemployment Benefits Other Than Pensions
 - Adjustment due to overstatement of revenues in prior year
 - Transfer bonds payable from governmental activities to Water/Wastewater

Fund Balance Historical Analysis

Actual vs Policy Requirement

General Fund

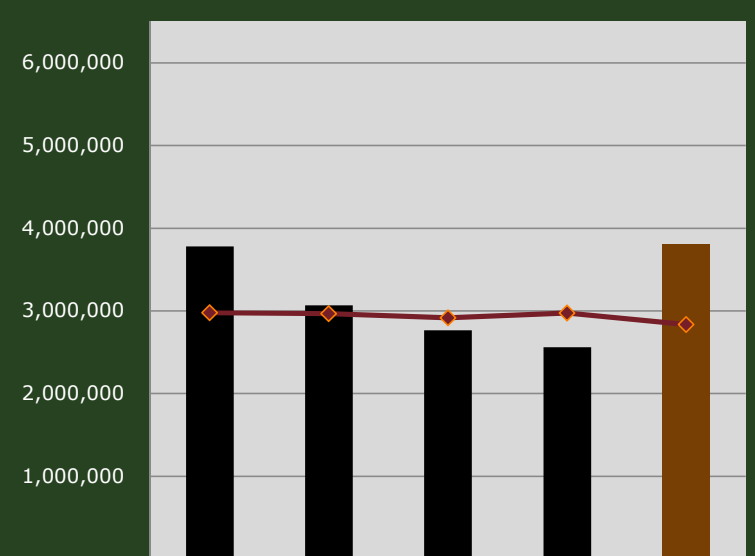
20% of Budgeted Expenditures



	9/30/14	9/30/15	9/30/16	9/30/17	9/30/18
FUND BALANCE	3,810,097	3,726,939	3,735,108	5,281,895	5,436,010
FUND BALANCE REQ.	2,876,660	2,985,215	3,015,651	3,014,130	3,204,059

Water/Wastewater

25% of Budgeted Expenditures



	9/30/14	9/30/15	9/30/16	9/30/17	9/30/18
FUND BALANCE	3,778,466	3,065,462	2,763,912	2,558,984	3,800,952
FUND BALANCE REQ.	2,976,417	2,964,845	2,916,342	2,972,762	2,833,616

ENDING FUND BALANCE COMPARISON

	9/30/2017	9/30/2018	Variance	% Change
Operating Funds	13,590,177	\$ 15,534,872	\$ 1,944,696	14.3%
Reserve Funds	390,681	299,193	(91,488)	-23.4%
Internal Service Funds	1,510,659	1,738,898	228,239	15.1%
Impact/Escrow Funds	1,672,730	1,751,772	79,042	4.7%
Bond/Capital Project Funds	14,066,639	8,487,132	(5,579,507)	-39.7%
Special Revenue Funds	843,928	890,422	46,494	5.5%
Total all Funds	32,074,813	\$ 28,702,290	\$ (3,372,523)	-10.5%

GENERAL LONG-TERM DEBT

As of September 30, 2018

Issue	Original Principal Amount of Issue	Outstanding Principal as of 09/30/18	Outstanding Interest as of 09/30/18	Total Outstanding as of 09/30/18	% Outstanding as of 09/30/18	<u>Fiscal Year 2017-2018</u>		
						General Fund Payment	Water/ WW Payment	Drainage Payment
2010 CO	1,500,000	140,000	5,635	145,635	9.3%	71,851	-	-
2016 CO	13,275,000	13,275,000	6,036,350	19,311,350	100.0%	562,300	-	-
2016 GO Refunding	1,510,000	1,130,000	23,200	1,153,200	74.8%	273,663	77,187	-
2017 CO	4,855,000	4,855,000	1,871,256	6,726,256	100.0%	180,510	-	-
2017 GO Refunding	14,240,000	12,335,000	2,803,125	15,138,125	86.6%	1,201,228	1,109,560	251,841
Total	\$ 35,380,000	\$ 31,735,000	\$ 10,739,566	\$ 42,474,566	89.7%	\$ 2,289,552	\$ 1,186,747	\$ 251,841

General Fund total Outstanding \$30,209,434
Water/Wastewater Fund total Outstanding \$10,777,440
Drainage Fund total Outstanding \$1,487,692



CPAs & BUSINESS ADVISORS

Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor and
Members of the City Council
City of Corinth, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Corinth, Texas, (the City) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated March 6, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and responses, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and responses to be a material weakness. See Finding 2018-A.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the

determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's Response to the Finding

City of Corinth, Texas' response to the finding identified in our audit is described in the accompanying schedule of findings and responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Sully LLP".

Abilene, Texas
March 6, 2019

Finding 2018-A:
Financial Reporting

Type of Finding:
Material Weakness

Criteria or Specific Requirement:

Management of the City is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles (GAAP). This includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement.

Statement of Condition:

The City does not have an internal control system designed to provide for the accurate preparation of the financial statements and related financial statement disclosures being audited. We proposed two audit adjustments to the City's recorded account balances, which if not detected by our auditing procedures, could have resulted in a material misstatement of the City's financial statements. Further, an adjustment was proposed to the City's financial statements to restate beginning fund balance in the General Fund and beginning net position of the governmental activities for an overstated receivable.

Cause:

The City does not prepare, and has not developed an internal control system to provide for the preparation of, the financial statements and related disclosures in according with GAAP. The City identified a receivable in the general fund and governmental activities that was overstated by \$156,913 at September 30, 2017. Further, it was decided to allocate a portion of the City's net pension liability with TMRS to the City's component unit, Corinth Economic Development Corporation. As a result, a prior period adjustment was proposed to accrue the CEDC's portion of its net pension liability with TMRS. An adjustment was also identified for receivables and unearned revenue being overstated by \$234,959 due to October 2018 services being billed in September 2018.

Effect:

Although this circumstance is not unusual for an organization of your size, the preparation of financial statements and adjusting journal entries as part of the audit engagement may result in financial statements and related disclosures not being available for management purposes as timely as it would be if prepared by City personnel. The City recorded a prior period adjustment to decrease net position of governmental activities and fund balance of the general fund for the overstated receivable as of September 1, 2017, by \$156,913. Further, a prior period adjustment was proposed to accrue the CEDC's portion of its net pension liability with TMRS. This resulted in a decrease in net position of the CEDC as of September 1, 2017, by \$64,360 and a corresponding increase in net position of governmental activities of \$64,360.

Recommendations:

The City should evaluate and review the controls over financial reporting to ensure accurate financial statements can be completed in accordance with GAAP.

View of Responsible Officials:

Management agrees with the noted finding.

Management's Response to Auditor's Findings:
Corrective Action Plan
September 30, 2018

Prepared by Management of the
City of Corinth, Texas

Finding 2018-A

Finding Summary:

The City identified a receivable in the general fund and governmental activities that was overstated by \$156,913 at September 30, 2017. Further, it was decided to allocate a portion of the City's net pension liability with TMRS to the City's component unit, Corinth Economic Development Corporation. As a result, a prior period adjustment was proposed to accrue the CEDC's portion of its net pension liability with TMRS. This resulted in a decrease in net position of the CEDC as of September 1, 2017, by \$64,360 and a corresponding increase in net position of governmental activities of \$64,360.

Responsible Individual:

Lee Ann Bunselmeyer, Director of Finance

Corrective Action Plan:

Employee turnover contributed to the control weakness. The Comptroller position has experienced turnover in the past few years with an employee hired in October 2017 that resigned in August 2018. The replacement employee for the position was hired in October 2018. The current Comptroller discovered the error in the overstated receivable recorded in the General Fund. We believe with consistency in the Comptroller position, future errors in financial reporting can be avoided or minimized.

Anticipated Completion Date: December 2018



March 6, 2019

To the Honorable Mayor and
Members of the City Council of the
City of Corinth, Texas
Corinth, Texas

We have audited the financial statements of the City of Corinth, Texas as of and for the year ended September 30, 2018, and have issued our report thereon dated March 6, 2019. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated October 22, 2018, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of City of Corinth, Texas solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding a material weakness during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 6, 2019.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity’s Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 4 to the financial statements. As described in Note 11, the City changed accounting policies related to accounting for OPEB to adopt the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Other Postemployment Benefits Other Than Pensions*. Accordingly, the accounting change has been retrospectively applied to the financial statements beginning October 1, 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management’s estimate of the allowance for accounts receivable is a sensitive accounting estimate. The amount of the allowance is based on management’s evaluation of collectability of accounts receivable, including historical collections experience, economic conditions, and other relevant factors.

Management’s estimate of its net pension and OPEB liabilities is based on reports received from the Texas Municipal Retirement System (TMRS.) The net pension and OPEB liabilities reported by TMRS are based on actuarial valuations that utilize various assumptions including the remaining amortization period, discount rate, expected rates of investment return, salary increases, payroll growth rates and mortality rates. The financial statements of the TMRS plan were audited by KPMG, LLP. These financial statements received an unmodified opinion. We evaluated the audited financial statements, census data submitted by the City to TMRS and the City’s controls over the census submission process that were used to develop the estimate of its net pension and OPEB liabilities to determine that the estimates are reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect

of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. The misstatements in the attached schedule were detected as a result of audit procedures and were corrected by management. We did not identify any uncorrected misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated March 6, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Modification of the Auditor's Report

As discussed in Notes 4 and 11 to the financial statements, the City has adopted the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which has resulted in a restatement of the net position as of October 1, 2017. We have included an emphasis of matter paragraph relating to the implementation of GASB 75 as well as other adjustments made to prior period financial statements. Our opinions are not modified with respect to this matter.

This report is intended solely for the information and use of the Mayor, the City Council, and management of City of Corinth, Texas and is not intended to be and should not be used by anyone other than these specified parties.



Abilene, Texas

City of Corinth, Texas
 Summary of Audit Entries
 Year Ended September 30, 2018

Description	Debit	Credit
Adjusting journal entry #1		
To record GASB 68 adjustment #2 for water/sewer.		
110-0000-117201 NET PENSION ASSET	\$ 251,017	
110-0000-117202 DEFERRED INFLOWS OF RESOURCES	25,254	
110-0000-117202 DEFERRED INFLOWS OF RESOURCES	4,598	
110-0000-117202 DEFERRED INFLOWS OF RESOURCES	41,374	
110-0000-117202 DEFERRED INFLOWS OF RESOURCES	1,943	
110-8800-50306 TMRS GASB YE	95,023	
110-8801-50306 TMRS GASB YE	30,841	
110-8802-50306 TMRS GASB YE	14,470	
110-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		\$ 102,838
110-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		8,215
110-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		39,695
110-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		1,944
110-0000-117202 DEFERRED INFLOWS OF RESOURCES		64,075
110-0000-117202 DEFERRED INFLOWS OF RESOURCES		206,472
110-8800-50306 TMRS GASB YE		27,951
110-8801-50306 TMRS GASB YE		9,073
110-8802-50306 TMRS GASB YE		4,257
Total	<u>\$ 464,520</u>	<u>\$ 464,520</u>
Adjusting journal entry #2		
To record GASB 68 adjustment #3 for water/sewer.		
110-0000-117200 DEFERRED OUTFLOWS OF RESOURCES	\$ 110,662	
110-0000-117202 DEFERRED INFLOWS OF RESOURCES	75,401	
110-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		\$ 75,401
110-8800-50306 TMRS GASB YE		74,928
110-8801-50306 TMRS GASB YE		24,322
110-8802-50306 TMRS GASB YE		11,412
Total	<u>\$ 186,063</u>	<u>\$ 186,063</u>
Adjusting journal entry #3		
To record GASB 68 adjustment #2 for storm drainage.		
120-0000-117200 DEFERRED OUTFLOWS OF RESOURCES	\$ 1,952	
120-0000-117201 NET PENSION ASSET	19,412	
120-0000-117202 DEFERRED INFLOWS OF RESOURCES	356	
120-0000-117202 DEFERRED INFLOWS OF RESOURCES	3,200	
120-9800-50306 TMRS GASB YE	10,852	
120-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		\$ 7,953
120-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		635
120-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		3,070
120-0000-117202 DEFERRED INFLOWS OF RESOURCES		4,955
120-0000-117202 DEFERRED INFLOWS OF RESOURCES		15,967
120-9800-50306 TMRS GASB YE		3,192
Total	<u>\$ 35,772</u>	<u>\$ 35,772</u>

City of Corinth, Texas
 Summary of Audit Entries
 Year Ended September 30, 2018

Adjusting journal entry #4

To record GASB 68 adjustment #3 for storm drainage.

120-0000-117200 DEFERRED OUTFLOWS OF RESOURCES	\$ 8,558	
120-0000-117202 DEFERRED INFLOWS OF RESOURCES	9,485	
120-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		\$ 9,485
120-9800-50306 TMRS GASB YE		8,558
Total	<u>\$ 18,043</u>	<u>\$ 18,043</u>

Adjusting journal entry #5

To record GASB 68 adjustment #2 for governmental activities.

990-0000-117201 NET PENSION ASSET	\$ 2,163,493	
990-0000-117202 DEFERRED INFLOWS OF RESOURCES	217,663	
990-0000-117202 DEFERRED INFLOWS OF RESOURCES	39,625	
990-0000-117202 DEFERRED INFLOWS OF RESOURCES	356,599	
990-1000-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT	115,250	
990-1100-50306 TMRS GASB YE	69,283	
990-1400-50306 TMRS GASB YE	87,491	
990-1500-50306 TMRS GASB YE	59,665	
990-1800-50306 TMRS GASB YE	57,942	
990-2200-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT	819,785	
990-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		\$ 886,352
990-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		70,733
990-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		342,123
990-0000-117202 DEFERRED INFLOWS OF RESOURCES		552,261
990-0000-117202 DEFERRED INFLOWS OF RESOURCES		1,779,561
990-1000-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		33,904
990-1100-50306 TMRS GASB YE		20,380
990-1400-50306 TMRS GASB YE		25,737
990-1500-50306 TMRS GASB YE		17,551
990-1800-50306 TMRS GASB YE		17,044
990-2200-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		241,150
Total	<u>\$ 3,986,796</u>	<u>\$ 3,986,796</u>

Adjusting journal entry #6

To record GASB 68 adjustment #3 for governmental activities.

990-0000-117200 DEFERRED OUTFLOWS OF RESOURCES	\$ 953,787	
990-0000-117202 DEFERRED INFLOWS OF RESOURCES	629,339	
990-0000-117200 DEFERRED OUTFLOWS OF RESOURCES		\$ 629,339
990-1000-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		90,893
990-1100-50306 TMRS GASB YE		54,637
990-1400-50306 TMRS GASB YE		68,998
990-1500-50306 TMRS GASB YE		47,054
990-1800-50306 TMRS GASB YE		45,695
990-2200-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		646,510
Total	<u>\$ 1,583,126</u>	<u>\$ 1,583,126</u>

City of Corinth, Texas
 Summary of Audit Entries
 Year Ended September 30, 2018

Adjusting journal entry #7

To record GASB 75 adjustment #1.

110-0000-301006	Prior Period Adjustment	\$	26,989	
120-0000-301006	Prior Period Adjustment		2,090	
130-0000-301006	Prior Period Adjustment		2,937	
990-0000-310000	FUND BALANCE		232,583	
110-0000-214025	NET OPEB LIABILITY	\$		26,989
120-0000-214025	NET OPEB LIABILITY			2,090
130-0000-214025	NET OPEB LIABILITY			2,937
990-0000-214025	NET OPEB LIABILITY			232,583
		<u>\$</u>	<u>264,599</u>	<u>\$</u>
				<u>264,599</u>

Adjusting journal entry #8

To record GASB 75 adjustment #2.

110-0000-117204	DEFERRED OUTFLOWS OF RESOURCES OPEB	\$	2,954	
110-8800-50305	TMRS EMPLOYER		2,163	
110-8801-50305	TMRS EMPLOYER		700	
110-8802-50305	TMRS EMPLOYER		319	
120-0000-117204	DEFERRED OUTFLOWS OF RESORUCES OPEB		229	
120-9800-50305	TMRS EMPLOYER		246	
130-0000-117204	Deferred Outflows - OPEB		321	
130-1700-50306	TMRS GASB YE		347	
990-0000-117204	DEFERRED OUTFLOWS OF RESOURCES OPEB		25,455	
990-1000-50305	TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		2,614	
990-1100-50306	TMRS GASB YE		1,572	
990-1400-50306	TMRS GASB YE		1,984	
990-1500-50306	TMRS GASB YE		1,354	
990-1800-50306	TMRS GASB YE		1,313	
990-2200-50305	TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		18,584	
110-0000-117204	DEFERRED OUTFLOWS OF RESOURCES OPEB	\$		444
110-0000-214025	NET OPEB LIABILITY			5,692
120-0000-117204	DEFERRED OUTFLOWS OF RESORUCES OPEB			34
120-0000-214025	NET OPEB LIABILITY			441
130-0000-117204	Deferred Outflows - OPEB			49
130-0000-214025	NET OPEB LIABILITY			619
990-0000-117204	DEFERRED OUTFLOWS OF RESOURCES OPEB			3,828
990-0000-214025	NET OPEB LIABILITY			49,048
		<u>\$</u>	<u>60,155</u>	<u>\$</u>
				<u>60,155</u>

City of Corinth, Texas
 Summary of Audit Entries
 Year Ended September 30, 2018

Adjusting journal entry #9

To record GASB 75 adjustment #3 for governmental activities.

990-0000-117204 DEFERRED OUTFLOWS OF RESOURCES OPEB	\$ 7,264	
990-1000-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		\$ 693
990-1100-50306 TMRS GASB YE		417
990-1400-50306 TMRS GASB YE		526
990-1500-50306 TMRS GASB YE		359
990-1800-50306 TMRS GASB YE		348
990-2200-50305 TMRS CONTRIBUTIONS - GASB 68 ADJUSTMENT		4,921
Total	<u>\$ 7,264</u>	<u>\$ 7,264</u>

Adjusting journal entry #10

To record GASB 75 adjustment #3 for enterprise activities.

110-0000-117204 DEFERRED OUTFLOWS OF RESOURCES OPEB	\$ 843	
120-0000-117204 DEFERRED OUTFLOWS OF RESORUCES OPEB	65	
130-0000-117204 Deferred Outflows - OPEB	92	
110-8800-50305 TMRS EMPLOYER		\$ 574
110-8801-50305 TMRS EMPLOYER		185
110-8802-50305 TMRS EMPLOYER		84
120-9800-50305 TMRS EMPLOYER		65
130-1700-50306 TMRS GASB YE		92
Total	<u>\$ 1,000</u>	<u>\$ 1,000</u>

Adjusting journal entry #11

To adjust client entry to transfer bonds payable from governmental activities to water/wastewater.

110-0000-41820 Transfer In	\$ 2,871,577	
110-8800-59150 SPECIAL ITEMS		\$ 2,871,577
Total	<u>\$ 2,871,577</u>	<u>\$ 2,871,577</u>

Adjusting journal entry #12

To reclass prior period object code.

100-0000-310000 FUND BALANCE	\$ 156,913	
100-0000-52901 PRIOR YEAR ADJUSTMENT		\$ 156,913
Total	<u>\$ 156,913</u>	<u>\$ 156,913</u>

City of Corinth, Texas
 Summary of Audit Entries
 Year Ended September 30, 2018

Adjusting journal entry #13

To record GASB 68 entries for Corinth EDC.

130-0000-117200	Deferred Outflows-Pension	\$	10,910	
130-0000-117200	Deferred Outflows-Pension		3,561	
130-0000-117200	Deferred Outflows-Pension		12,023	
130-0000-117200	Deferred Outflows-Pension		11,992	
130-0000-117202	Deferred Inflows-Pension		2,737	
130-0000-117202	Deferred Inflows-Pension		498	
130-0000-117202	Deferred Inflows-Pension		4,484	
130-0000-117202	Deferred Inflows-Pension		7,738	
130-0000-215020	Net Pension Liability-GASB 68		27,202	
130-0000-301006	Prior Period Adjustment		64,360	
130-1700-50306	TMRS GASB YE		15,205	
130-0000-117200	Deferred Outflows-Pension	\$		11,144
130-0000-117200	Deferred Outflows-Pension			889
130-0000-117200	Deferred Outflows-Pension			4,302
130-0000-117200	Deferred Outflows-Pension			7,738
130-0000-117202	Deferred Inflows-Pension			4,013
130-0000-117202	Deferred Inflows-Pension			1,756
130-0000-117202	Deferred Inflows-Pension			34
130-0000-117202	Deferred Inflows-Pension			6,944
130-0000-117202	Deferred Inflows-Pension			22,374
130-0000-215020	Net Pension Liability-GASB 68			85,051
130-1700-50306	TMRS GASB YE			4,473
130-1700-50306	TMRS GASB YE			11,992
		<u>\$</u>	<u>160,710</u>	<u>\$</u> <u>160,710</u>

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Water Rate Study
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates.

AGENDA ITEM SUMMARY/BACKGROUND

The City retained Carolyn M. Marshall, CPA to perform a cost of service and rate design study for the City's water and wastewater utility. The study's intent is to achieve a water and wastewater structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements and bond covenant requirements. The analysis examined revenue requirements for a five-year period beginning with fiscal year 2019-2020.

RECOMMENDATION

PROCLAMATION

City Council Regular and Workshop Session

Meeting Date: 03/21/2019

Title: Denton County Master Gardener Association 30th Anniversary

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Regional Cooperation

AGENDA ITEM

PROCLAMATION:

Denton County Master Gardener Association 30th Anniversary

AGENDA ITEM SUMMARY/BACKGROUND

N/A

RECOMMENDATION

N/A

Attachments

Proclamation



PROCLAMATION

Denton County Master Gardener Association 30th Anniversary

Whereas, the Denton County Master Gardener Association is celebrating 30 years of service to the people of Denton County; and

Whereas, the members of the Denton County Master Gardener Association work diligently to educate and engage county residents in the implementation of research based horticultural and environmental practices that create sustainable gardens, landscapes and communities; and

Whereas, these members initially received over 80 hours of advanced horticultural training, as well as an additional 12 hours every year thereafter to remain current in horticultural research and practices in order to assure the citizens of Denton County receive the most up-to-date information and guidance; and

Whereas, the Association provides numerous programs to the residents of Corinth through presentations at the public libraries and the Speakers Bureau; and

Whereas, the Association touches the future through its training of elementary school teachers in its award-winning Science With Attitude (SWAT) program, training of Junior Master Gardener leaders, the Denton County Youth Fair; and

Whereas, the Denton County Master Gardener Association executes over 40 projects each year, contributing over 24,000 volunteer hours in 2018 for a total value to Denton County of over half a million dollars; and

Whereas, these projects include not only public presentations and demonstrations, but also hands-on work with children, senior citizens and elementary school teachers; and

Whereas, the Denton County Master Gardener Association has had a lasting impact on Denton County through improved horticultural practices; now

NOW, THEREFORE, I Bill Heidemann, Mayor of Corinth, do hereby proclaim Denton County Master Gardener Association 30th Anniversary and urge all citizens to thank their members and to continue to support for their many fine programs

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Corinth, Texas to be affixed this the 21st day of March, 2019.



Bill Heidemann, Mayor

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: February 21, 2019 Workshop Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from February 21, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from February 21, 2019 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the February 21, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 21st day of February 2019 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 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:

Mayor Heidemann
Sam Burke, Mayor Pro-Tem
Scott Garber, Council Member
Don Glockel, Council Member
Tina Henderson, Council Member

Members Absent:

Lowell Johnson, Council Member

Others Present

Tom Winterburn, DCTA Representative and Ethics Committee Member
Raymond Suarez, DCTA Executive Director

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Patricia Adams, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Lee Ann Bunselmeyer, Finance Director
Cody Collier, Public Works Director
Michael Ross, Chief Fire Department
Jason Alexander, Director of Economic Development
George Marshall, City Engineer
Chad Thiessen, Deputy Fire Chief
Shea Rodgers, Technology Services Manager
Ben Rodriguez, Planning and Development Manager
Cleve Joiner, Building Official

CALL TO ORDER:

Mayor Heidemann called the meeting to order at 5:40 p.m.

WORKSHOP BUSINESS AGENDA:

1. Discussion on upcoming Planning and Development code updates.

Bob Hart, City Manager – Introduced Helen-Eve Liebman, Planning And Development Director.

Helen-Eve Liebman, Planning and Development Director - The Planning and Development Department wanted to bring some items they are working on to Council's attention. The Department is looking at updating:

- The development process, a sequence of events in how things need to process through to approval.
- The Early Model Home Policy, allows builders to start constructing homes in the community before the public infrastructure has been accepted. This is common in other areas. Some of the details are that they would be allowed two homes per builder; require two points of access; water to the fire hydrants, so that the fire fighters can gain access; and meet all the life safety issues.
- The Certificate of Occupancy (CO) requirements, staff has noticed tenants in buildings that do not have a CO or a CO matching the changed use of the building. Staff is looking to change the procedures, so that if there is a change in ownership, use or tenant a CO is required providing the tenant to receive proper inspections.
- The parking ratios, staff has a number of uses listed, but no standards. The standards will allow staff to be consistent, fair and enforceable.
- A Comprehensive Fee update, it has been started, but not completed. The last time the fees were updated was 2004. The departments are in need of this review to make them similar to the neighboring cities in the metroplex.
- Boat and RV parking on residential lots, staff is looking to repair the wording making this enforceable.
- Residential Set Back Reductions, there are inconsistencies between the way the code was written and the industry standard. This will solve the issue.
- Accessory Structure standards, staff is looking to reduce setbacks and square footage allowance based on lot size.

Mayor Heidemann – inquired on how the Homeowner Associations and POA By Laws impact any of this?

Helen-Eve Liebman, Planning and Development Director – The City is not as strict as an HOA and is not party to their deed restrictions and how they enforcement them.

Mayor Heidemann - Who has preference here, POA and HOA?

Helen-Eve Liebman, Planning and Development Director – the City would enforce the ordinances and the HOA's would enforce theirs. Most of the time the HOA's are stricter.

2. Receive a presentation from Tom Winterburn, Denton County Transportation Authority Representative for the City of Corinth.

Bob Hart, City Manager – Introduced Tom Winterburn, Denton County Transportation Authority (DCTA) representative and Raymond Suarez, Denton County Transportation Authority (DCTA) Executive Director.

Mayor Heidemann – thanked Tom Winterburn for representing the City well with DCTA and speaking in concert with what the City's needs are.

Tom Winterburn, DCTA Representative – Thanked the Mayor and announced he is still the boardmember representing Corinth with DCTA, regardless of what has been published in the papers. He lightly discussed the disagreement between himself and Judge Eads regarding the lack of regional focus within the future outlook of DCTA. The DCTA board was able to reach a consensus to modify the bill that went to the state legislature. There are some enhancements that would affect Corinth and future member cities, as well. The Board re-alignment would at this time

still favor the three member cities and there will still be two county board seats. Future member cities could contribute a half cent sales tax or equivalent and there was a little bit of negotiating room left with future member cities with a substantial investment of some type; such as a Tax Incremental District that would allow the DCTA Board to consider a future member city by their contributions. He asked Raymond Suarez to discuss the legislative information and moving forward.

Raymond Suarez, DCTA Executive Director – stated last week DCTA met with the legislatures that are taking this bill to the Senate and House. DCTA was pleased with the feedback and did a re-write of the proposed bill and then submitted it. This created a better bill that removed some of the wording of concern. As cities think about joining DCTA it affords them to be added to the system to defray cost to improve ridership. DCTA wants to keep the concept of regionalism alive and will have to find ways to work together. A lot of conversation's are with the City of Corinth and the Lake Cities. There is a lot of excitement for the City of Corinth to join DCTA and have a train station.

The next step that allows the DCTA Board to take action is for the City of Corinth to submit a formal request for DCTA to provide preliminary engineering analysis on the cost associated with building a station and develop a draft proposal for what it would take for DCTA to actually move this forward.

The phases would look like:

1. Develop a proposal and costs analysis associated to build a train stop
2. Contract out to the DCTA engineering team - for initial planning & engineering; feasibility options for potential station locations; there will be at least two different properties; reviewing the economic development prospects, utility relocations, accessibility; what will yield the best return on investment, etc.; type of station single load or dual load side station. Double tracking makes it more efficient, for break downs and multiple trains. They will look at operating costs, ridership, number of cars needed, impact on system and operations.

Once done, if the assumption is to move forward, DCTA can begin to look at the actual cost of joining; capital and operating costs, financing options, etc. There have been some planning take-offs done for conceptualizations of developments around the existing stations to help with educating new councilmembers in other cities to understand the partnership with the City. Putting in a station does not create the success, it will take an economic development strategy around the station. The DCTA board is excited to encourage Council to continue to think in that direction. I think if you do some take offs around economic development in the areas you will be surprised as to how much value the land gains and adds to the City. One of the things missing along the I35E corridor among the cities is building an I35E Corridor Coalition similar to the I35W Corridor Coalition that is anchored by the Hillwood Development that is also working with Jerry Jones and the City of Frisco on the DNT. Developers are looking for places that are easy to develop with incentives and a lot of open space. The I35E Corridor is perfect for this. We will need to ask our consultants for a cost of the proposal and bring it back to you to see if you are interested.

Councilmember Glockel - When ridership goes up, for instance when you are moving furniture from point A to point B and one truck can haul it all that is great, but if you have to add the second truck and can only haul just a little bit until you fill that second truck up, I understand that could be a negative impact; do you ever anticipate say the second car ever fills up to 75 percent is a breaking point or does it ever pay for itself?

Raymond Suarez, DCTA Executive Director - Transit does not typically pay for itself in the U.S, it is subsidized by the federal government. The subsidy typically comes from federal or sales tax, financing of some sort that offsets the costs. In regards to adding the second car, we have a contractor that charges by the hour and by the mile; so the hour takes care of the people side of things, the mileage takes care of all the maintenance, fuel and everything else associated with it. If you are operating one car, that is one car and the number of miles, the minute you add the second car it doubles the mileage, not the hours, but they have to maintain the vehicle, FRA, fuel it, and this cost is recovered with the cost per mile. It literally doubles when a second car is added. The impact to Trinity Mills is paid by DCTA, if DART is impacted due to the DCTA passengers. If the load factor gets high enough that DCTA has to add a second car this will affect the others cities due to an increased cost.

Councilmember Glockel – I have seen ridership percentage and sometimes they pertain to all modes of transportation. Train and Train only ridership.

Raymond Suarez, DCTA Executive Director – Yes, train ridership has been going down year over year around the country. The interesting thing about transit is you will see it runs in cycles. The majority of it is driven by density. The danger of looking at transit is you are looking at it in a six year window of its infancy. Parallel, if TXDOT builds a brand new highway, how long does it take before the density of the highway to increase? It takes time to build it before you see the development. The rail system is the same. This is the reason for the Feds and the County to put their money behind it, long term projections of ridership that are based on connectivity to the Cotton Belt when it came to fruition. Dart financed their portion with completion expected December 2022. Trinity is working on their side and has finished one segment. Now the Cotton Belt is coming in and that will run from Plano to Downtown Fort Worth and those projections for ridership is that at some point DCTA will connect. They are three miles short of this but are in negotiations to make this work. It is not really wise to look at ridership and the downturn right now because the development hasn't happen. When you look at the density around Hebron Station the last eight months it has had the highest ridership in three years due to the density that has been developed around it. The other stations do not have the density.

Tom Winterburn, DCTA Representative – NTCOG will initiate a citizen's survey?

Bob Hart, City Manager – staff has a meeting with them in two or three weeks for planning with their Transportation Department and staff.

Tom Winterburn, DCTA Representative - you have a meeting with NCTC in March, should we be there?

Bob Hart, City Manager – yes, March 4th, I think you would want to sit and listen.

Tom Winterburn, DCTA Representative – I think that is important because the ridership could increase with the students.

Raymond Suarez, DCTA Executive Director – I would encourage you to reach out to Donna Barron and her economic development staff, they will tell you that rail is like a jewel for economic development. When you compare Lewisville and Denton it is very evident when you look at the land values, ridership and the type of development.

Bob Hart, City Manager – Staff is interviewing two TIF consultants tomorrow and will probably show up on Council's March 21st meeting.

3. Review joint meeting presentations.

Bob Hart, City Manager – the joint meeting with the Lake Cities is on Monday, February 25th, at 6:00p.m. at the Public Safety building. The way the agenda is going to work is we are going to have a short presentation from John Cabrales and John Smith on the staff meeting from December and what the outgrowth of that has been. Then Michael Ross and I will do the presentation on the summary of the Fire Department. Then Wendy and I will do a short presentation on some governance discussions. Then I will do a short presentation on Broadband. Andy Eads will be there and Bobby Mitchell and they are on the agenda for comments then there will be discussion. I wanted to show you some of these PowerPoints so that we can fix anything that really bothers you. I will go through them quickly. I will begin with the Fire Overview

Michael Ross, Fire Chief - this is an overview of the service areas and shows a lot more of what we do; involved in the community, the fire suppression, the medical side of it, hazardous materials, neighboring departments, special programs, education and information, emergency management, and siren maintenance. More specifics regarding the community, a briefing on how we impacting over 8,000 children, the high school academy, inspection of businesses, public education appearances, ride outs, etc. Some brief statistics: 3,310 calls and a brief breakdown of where we are spending our time and reference to response times. Since 2009, there has been almost a 50 percent increase in the call volume. The department has over 53 full time employees, including the SAFER positions. The new program funding is from SAFER; as well as being able to reallocate some money back into the Capital Projects Fund; working with Public Works on infrastructure projects, mid-level training for the Captains, master plan up for the fire training field, opened Fire House 3 and working on mitigation plans.

Bob Hart, City Manager – the first bullet there is the Fire Bill we are working on. One of the things we noticed is it would be helpful to have letters from the three cities supporting this effort. I will ask for this support so that we can give it to Senator Nelson's office. The status of these is the Senate bill was assigned to the Intergovernmental Relations Committee and the House has assigned it to Urban Affairs and both have requested a hearing.

Michael Ross, Fire Chief – the changes within the Fire Department has allowed a fresh look with a work study and I have restructured the Command Staff. I think it will be more efficient and allow us to focus on specific tasks that are needed. As part of this, Chad Thiessen has been promoted to Assistant Fire Chief. I am excited about this and believe it be a positive change.

Mayor Heidemann - The prevention specialist is that like a fire inspector?

Michael Ross, Fire Chief – Similar, yes. It is equivalent to Driver pay, so it is not that high in the organizational chart. The intent is to hire someone to go out and do the things that Assistant Chief Thiessen does out of the office allowing Assistant Chief Thiessen to work more with the staff. It is kind of like an inspector but he still has to be a certified firefighter, this will help us meet the requirements of our SAFER grant with the required number of certified firefighter personnel.

Bob Hart, City Manager – This slide just highlights the three stations. Then the service agreement allocation will discuss things from a percentage standpoint. It seems there is not a lot of knowledge of what each city is paying for the fire service. This has been overlaid with the schedule for the end of this budget year.

Councilmember Garber – A few years ago when we looked at residents and call volume as a

percentage they kind of lined up, is this still the case? Are we still around 60 percent?

Lee Ann Bunselmeyer, Finance Director – I would have to go back and look. I think everything is still pretty consistent. I did not see anything when we ran the 2018 numbers.

Councilmember Garber – I want to make sure we are monitoring. Corinth may be the largest, but if we see another city with a large surge we want to allocate that.

Michael Ross, Fire Chief – one of the reports I run breaks this down by month what calls are ran in the four towns, as well as Denton City and Denton County and everyone else. The last line is a percentage change from last year. We track and trend this data. Some of the key things that we know we have to manage and mitigate response times was getting Fire House 3 open. We took a creative approach in attracting applicants by offering them options for scheduling their tests. We re-prioritized our equipment fund and are actively looking at ways to better utilize our funds. I have opened communication and dialogue with the other cities. The feedback I am receiving is positive.

Bob Hart, City Manager – the third item is the structured agreement moving forward, will we continue to be a contract for services or some part of partnership agreement or separate and have different departments. There is a UTA class that is looking at the governance structures for this. It is an MPA program, but Wendy Withers, with Shady Shores is working on her MPA and she is in the class and on this project. This is why she will do the primary discussion on this. This also talks about what we are doing with planning, GIS, mowing, so it is more than just about fire. Hickory Creek is going to piggy back on our mowing contract. There is a lot of conversation going on right now. We will talk about different level of partnerships. At the end of April the students will give a report and then we will take it back to the Councils.

4. Receive a presentation, hold a discussion, and provide staff direction on the 2019 Bond Sell.

Bob Hart, City Manager – This is one that we need some firm direction on. On the Lake Sharon extension where we felt we were going to need some additional funds, are we going to have to rebid the project?

George Marshall, City Engineer – previously they felt they were going to have to rebid; however, the contractor moved forward and the bypass work was completed last week and they plan to finish the rest of the utility work as much as they can. There is a 12 inch water line that needs to be built on the project, but they cannot do it without having a grading contractor on the job. They are talking with a grading contractor to see if they will complete the work on this project. There will be more discussion later on tonight. I caution us on reducing this number due to the Lake Sharon/Dobbs Rd realignment project will cost a little more than anticipated.

Bob Hart, City Manager – the storage tank was estimated at \$3.7 million nine months ago. We are starting to see the impact of the steel tariffs with the cost of rebar. Staff is thinking through an alternative option that would take some of the Quail Run realignment and dump this into the TIF to get some County participation. How good are our numbers going into the grant?

George Marshall, City Engineer – There is \$3.8 million going into the grant application. That number is only in here to assume that we do not get the grant and can try to move forward with part of the project and removing 70 homes out of the flood plain. If we do get the grant funding, then the money is not necessary except for overages on the project.

Bob Hart, City Manager – on the debate on HB 2 and SB 2, the changes in the debt portion of the

tax rate is exempted from any increases. Everything you are hearing in the legislature right now is on the operations and maintenance side, not the debt side, so you are not competing against this same 2.5 percent. A lot of the debate will shift from the House and they are now debating on what percent to cap it at. We have met with Moody's and Standards and Poor and have reaffirmed our bond rating at AA with both agencies.

Councilmember Garber – if all of this is done, what kind of capital projects does the city have in the next five years?

Bob Hart, City Manager – remember this is three years' worth of capital projects that we have rolled into this one year.

Lee Ann Bunselmeyer, Finance Director – there are just a few projects in year four or five.

George Marshall, City Engineer – The Parkridge sewer on the south end was not included in this listing.

Bob Hart, City Manager – staff will try to get development participation and capital recovery fees. Walton is included in the TIF discussion. When the County put up the money for the train and a lot of the track, one of the agreements they received was if Corinth joined DCTA, then NTCOG would provide the money to build the station. I think we can incorporate that into the TIF, then the streets I mentioned came from the discussion with Andy Eads, the Mayor and I.

Councilmember Glockel – the timing between the TIF and the money to be upfront, is there a clue as to how much money that is?

Bob Hart, City Manager – No there is not, I expect COG to put up the majority of the money and the EDC will be a big part of this. Then use the Hotel Occupancy Tax to help with the ramp up of money. We will be able to address the operating cost quicker than they think we will. On March 4th with NCTC, we need to make sure we have them on board and their ten acres will be a part of the TIF because we will have to get the density up to make the rails station work.

Councilmember Garber – so tonight, we need to give direction on this, when is this going to become cemented before or after the water rate discussion?

Bob Hart, City Manager – this will come back to you on March 7th.

Councilmember Garber – when will Council discuss the water rates?

Lee Ann Bunselmeyer, Finance Director – the end of March or first of April.

Councilmember Garber – I am concerned about the 7 percent increase in the water rate side and I have some ideas I would like to explore, but I do not think this will affect the fact that we need an elevated storage tank and then we still have budget to get through. We have to say this is something we are going to do because we have to make that decision now.

Bob Hart, City Manager – The state is mandating the water tank.

Mayor Pro-Tem Burke - Part of the Quail Run realignment goes with this.

George Marshall, City Engineer – along with Lake Sharon, we have to run a 20 inch water line

across I35 over to Quail Run.

Mayor Pro-Tem Burk – so everything except Parkridge, is water tower funding on the water side.

Bob Hart, City Manager - the impact to the water rates are these numbers here.

Councilmember Garber – my question is; the city over collected last year and was so heavy on the top end I wanted to discuss that and doing research on our tax rate and water rates, best I can tell we have the highest water rates of other cities but also one of the lower city tax rates. Is there an opportunity to address some of this elevated storage tank because it is such a large capital expenditure out of our ad valorem tax rather than the water rate?

Lee Ann Bunselmeyer, Finance Director – That is always Council prerogative to do so, if you wanted to pay for a water project out of the general fund you could do so. I would prefer you put it in with the general debt and be included in the tax rate instead of doing a transfer from the general fund to the water fund. Basically include it in as a general project.

Councilmember Garber – does this discussion and agreement need to happen before we approve this?

Lee Ann Bunselmeyer, Finance Director – No, we can handle that when we talk water rates and budget. I am pretty sure your \$10 million for general debt will not have a tax rate impact on your general fund I & S rate. One of the options to Council is to defer those for two years and that is really what I would recommend because on year three the City's debt falls off drastically. If you add that \$5 million in, I don't think you will have as big an impact on your tax rate as it would your water rate.

Councilmember Garber – This is the potential impact as we sit today, but we still have to get through the water rates and budget discussions and see how things fair out and it may not look like this.

Lee Ann Bunselmeyer, Finance Director – Correct. Every year the money can be reallocated and shifted between the funds during budget discussions for the upcoming year.

Bob Hart, City Manager – When you shift it you do not want to just transfer money. The transferring between funds would catch us on the structure of the SB 2 and HB 2 tax cap.

Mayor Heidemann - asked for a consensus. Council gave consent to staff to proceed with the 2019 Bond Sell.

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

Consent Item #3 Discussion:

3. **Consider and act on award of contract with WCD Enterprises LLC for grounds maintenance for Corinth City Hall and the Public Safety Facility.**

Councilmember Glockel – On item 3 & 4, is this what we sent out to the bidders? What did they see to bid off of? Was it a hard copy or online? Item #3 was for the Corinth City Hall and Public Safety Facility, as a contractor what would I have seen?

Cody Collier, Public Works Director – Garrett with GIS provided aerial photos with redlines and calculated the square yardage area and we asked for a square yardage price.

Councilmember Glockel – on the agenda item it talks about the first thing that went out to bid was City Hall and Public Safety Facility, WCD is the successful bidder, City Hall and it is not a big deal, but City Hall is slighted at 7,000 square foot on one slide and 6,832 on another slide, so if we get down to 6,832, I assume we are trying to get precise, is it 7,000 or 6,832? This is what the bid reflects. When you go through that bid, this item is for Public Safety Facility and City Hall, but item #4 is supposed to be for the Corinth Right of Way, Parks and Public Works Facility on page 63. The contractor is now bidding Parks and Right of Way, if this came to me as a contractor you have ten items out of nine of which you want bids back on. Another page you have to check off what you want bids for and there are discrepancies in the square footage, locations, and names.

Cody Collier, Public Works Director – this is not what the contractor bid was; each part was separated by bid tabs based on the name of the locations.

Councilmember Glockel – when you go to streets, I could not find some of these streets. Did he have something that had streets on it or just an aerial photo with not one land mark?

Cody Collier, Public Works Director – that is what they saw. They are invited to call and they have an opportunity to ask questions, contest the area calculations, or walk the locations. D&D has had this bid for two years, this will be their third year.

Councilmember Glockel – next year, if we can put street references it would make it a lot easier. On the Right of Way, not one street is marked on any of these maps.

Cody Collier, Public Works Director – in the front, there should be a legend map with each mow area assigned a particular color. The inner maps could not control all the information, so each mow area was designated a particular color that has the street references on the legend map.

Councilmember Glockel – What is the square footage of City Hall?

Cody Collier, Public Works Director – When the square footage is calculated staff tries to include the tree line in the back and to be fair to the contractor for the bid staff tries to estimate on the high side for the tree line.

Consent Item #4 Discussion:

- 4. Consider and act on award of contract with D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Right of Ways, parks and the Public Works Facility.**

This item was discussed along with Item #3. See comments above.

Consent Item #8 Discussion:

- 8. Conduct a public hearing to consider testimony and take action upon a rezoning request for an approximately 24.197 acre tract of land to amend the PD, Planned Development District for the Millennium Mixed Use Development. The property is situation in the H. Garrison**

survey, Abstract Number 507, City of Corinth, Denton County, Texas and generally located at the northeast corner of IH35 and Dobbs Road. (Millennium PD Amendment).

Bob Hart, City Manager – Councilmember Johnson has sent a statement to be read during the Council meeting on this item.

Councilmember Glockel – I understand the parking and signage. I take offense to the third paragraph on page 133,

“The original PD regulations pertaining to the required non-residential building space required failed to provide staff with the means to prohibit the issuance of a building permit for a second urban residential ‘multifamily’ structure which has led to some less than desirable outcomes.”

Council made a motion that carried, but we did not write the proposal that failed to provide staff with the means to prohibit the issuance of the building permit. Staff failed to provide staff with the means to prohibit the issuance. We wanted it that way. I am not sure what that means apparently it was not written correctly so that you could not hold the second permit. That was the entire intent of that evenings negotiations was to have one of two units could be occupied and the other one could not be occupied until 15,000 square feet of commercial property was CO’ed. Council did not write that, so if something failed to give staff the proper tools to do that it was not Council. Council generally agreed but did not write it up.

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:05 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2019.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 03/21/2019

Title: February 21, 2019 Regular Session Minutes

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the February 21, 2019 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the February 21, 2019 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the February 21, 2019 Regular Session minutes.

Attachments

Minutes

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

On this the 21st day of February 2019 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro-Tem
Scott Garber, Council Member
Tina Henderson, Council Member
Don Glockel, Council Member

Members Absent:

Lowell Johnson, Council Member

Staff Members Present

Bob Hart, City Manager
Shea Rodgers, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Ben Rodriguez, Planning and Development Manager
George Marshall, City Engineer
Cleve Joiner, Building Official
Cody Collier, Public Works Director
Michael Ross, Fire Chief
Chad Thiessen, Asst. Fire Chief
Lee Ann Bunselmeyer, Finance and Administrative Services Director
Cody Collier, Public Works Director
Jason Alexander, Economic Development Corporation Director
Patricia Adams, Messer, Rockefeller, & Fort
Kim Pence, City Secretary

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

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

Mayor Heidemann called the meeting to order at 7:10 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 minutes from the January 24, 2019 Workshop Session.
2. Consider and act on minutes from the January 24, 2019 Special Session.
3. Consider and act on award of contract with WCD Enterprises LLC for grounds maintenance for

Corinth City Hall and the Public Safety Facility.

4. Consider and act on award of contract with D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Rights of Way, parks and the Public Works Facility.
5. Consider approval of an ordinance of the City of Corinth, Texas, amending Chapter 33 of the Corinth Code of Ordinances, establishing the Finance Audit Committee, merging the duties, responsibilities, and membership of the Investment Committee with those of the Audit Committee; establishing its membership, procedures and terms of office; and providing an effective date.
6. Consider and act on a Resolution approving an Interlocal Agreement with 1Government Procurement Alliance (IGPA) for the purpose of cooperative purchasing.
7. Consider and act on an Interlocal Cooperative Purchasing Program Agreement by and between the City of Corinth and Lake Dallas Independent School District (ISD).

MOTION made by Councilmember Garber to approve the Consent Agenda as presented. Seconded by Councilmember Glockel.

AYES: Burke, Garber, Henderson, Glockel
NOES: None
ABSENT: Johnson

MOTION CARRIED

CITIZEN'S 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.

PUBLIC HEARING:

8. Conduct a public hearing to consider testimony and take action upon a rezoning request for an approximately 24.197 acre tract of land to amend the PD, Planned Development District for the Millennium Mixed Use Development. The property is situated in the H. Garrison Survey, Abstract Number 507, City of Corinth, Denton County, Texas and generally located at the northeast corner of IH35 and Dobbs Road. (Millennium PD Amendment).

Ben Rodriguez, Planning and Development Manager - The Applicant is requesting an amendment to the Planned Development District to provide clarity on a few of the provisions of the Planned Development Regulations as well as to address the eventual abandonment of Dobbs Road in the future and to revise the parking standards for the development.

The proposed amendment revises the parking ratios for restaurants from 1 parking space per 75 square feet to one space per 100 square feet, additionally the proposal exempts kitchen areas from the parking

calculation requirements. Finally, the amendment revises the parking ratios for conference rooms attached to a hotel or motel, by counting parking spaces utilized by the hotel to count towards the requirements for the conference rooms.

Staff is supportive of this proposed amendment, due to the shared nature of the parking for the entire development staff feels that there will be adequate parking for restaurants. Furthermore, the City's base code does not require parking spaces to be provided for kitchen areas, which prompted staff to recommend the removal of these areas from the PD language.

Staff also proposed that there be no additional parking requirements for conference rooms built within a hotel. Typically, the occupants of the associated conference rooms are also guests at the hotel housing the conference rooms, and requiring that both the hotel and conference rooms be parked independently from one another results in an over parking situation. Staff would prefer to see these spaces remain as open green space that can be utilized by the hotel occupants and other users within the development.

The original PD required that an approved unified sign plan be approved prior to the construction of any monument signs or directional signs on the property, the applicant has taken this opportunity to include their proposed signs and well as their proposed locations on the property in this PD amendment for approval. The proposed amendment accommodates their desired design by allowing for additional square footage to be dedicated to an electronic message board sign, as well as reduce the setback for monument signs to complement the urban design of the property. Any proposed signage will still be required to adhere to the City's fifteen foot visibility triangle requirements to ensure that any of the proposed signage does not create a visibility issue for vehicles exiting the development.

The proposed amendment provides clarity on a few provisions of the Planned Development, most notably the provision which requires that a minimum of 15,000 square feet of non-residential building space receive a Certificate of Occupancy prior to the second urban residential "multifamily" structure receiving a Certificate of Occupancy. The proposed amendment changes this requirement from stating that 15,000 square feet of non-residential space needing a Certificate of Occupancy to needing an issued building permit.

The original PD regulations pertaining to the required non-residential building space required failed to provide staff with the means to prohibit the issuance of a building permit for a second urban residential "multifamily" structure which has led to some less than desirable outcomes. Currently, the applicant has invested a significant sum of money in two urban residential "multifamily" structures without the ability to occupy the second structure. The proposed amendment will allow the applicant to lease these units approximately 6-9 months sooner than currently written.

The proposed change still requires that the applicant receive an approved site plan for the non-residential areas of the development as well have approved construction plans for their public improvements (water, sewer, drainage, fire lanes etc.), as well as their buildings with the only difference being the time it takes to construct these improvements and non-residential structures. Staff feels that this is a fair and balanced approach to the issue.

Finally, staff and the developer have taken the opportunity to correct some of the grammatical and spelling mistakes that were present within the original text.

At the Planning and Zoning Commission meeting on January 28, 2019 the Commission voted

unanimously to recommend approval of the proposed amendments to the Millennium Planned Development District. Staff recommends approval as presented.

Doug Powell, G&A/McAdams - all the projects have been working slower than I think the developer would have liked. Things have been taking place, not as quickly as he had hoped. Early on the developer put in a lot of infrastructure that they might not have if they were just going to sell off the residential, they would not have had to do what they have done, the same owner the same developer, they are here for the long term to develop this project.

Councilmember Garber - can you quantify the financial investment that has been made, not including the land but the infrastructure, the buildings, building permits, anything related to non-residential construction to this point?

Doug Powell, G&A/McAdams - I have not been working on this project long enough to see those numbers. The developer may have those numbers.

William Tsao, Developer - the Millennium started in October 2017. This mixed-use development is not just a residential component. We are expecting to open in the first quarter of 2020.

Councilmember Glockel - assuming you have the building permit in the next couple of weeks, what kind of timeline do you think it would be to complete the dog park and the wedding venue and have them operational?

William Tsao, Developer - we have a construction schedule, for the dog park it will be seven (7) months and the wedding venue will be complete in nine (9) months. The Doggies Wonderland should be open to the public in the fourth quarter of this year and the wedding venue will be in the first quarter of 2020.

Councilmember Glockel - what is the timeline on Fairfield Inn?

Jason Alexander, Economic Development Director - they are supposed to be up and running by October 1, 2020.

Councilmember Glockel - approximately how far are they out on a building permit?

Ben Rodriguez, Planning and Development Manager - they will probably begin construction within the next month to month in a half. Similar construction timeline for their public improvements so about six to seven months on that and then they can start beginning on their building. Staff would like them to start construction on their building once they have paved access to the site and water access to the site prior to construction so it would be sometime in the fourth quarter of this year.

Councilmember Glockel - I think the dilemma here was that we had this agreement that you could build both buildings and you could occupy either one of them but one was the magic number until you had 15,000 square feet and your request tonight is we waive that original agreement that we has and allow you to proceed with the second apartment complex with only the building permit for the wedding venue and the dog center, is that what you are asking?

William Tsao, Developer - yes. I'm not 100% sure, it is my understanding from the Council meeting at that time, it was under my impression he was talking about the building permit approval for 15,000 square feet of the commercial component. Based on my development experience, if I get two buildings completely built and CO'd before I can get the timeline, I will foresee the lapse of the timing, we will

have a vacant building sitting there without the benefit of bring more traffic and more consumers to the Millennium development.

Councilmember Glockel - Fairfield is a Marriot flag and you just don't see that setting out by itself, so what is the plan for them to have food service?

William Tsao, Developer - Fairfield is a limited service hotel, they don't have food service. The intent is to attract other restaurants to the site so that hotel guest don't have to get back in their cars to go find food.

Councilmember Glockel - you have been introduced several times in organizations I have been in and you serve on some very significant boards and you are a very honorable individual, you have reached out to help the city on various projects. I don't want to sit here and say we had a deal and that is the way it's going to be because it does not seem to benefit either one of us. What if we threw in the Fairfield permit too, that you can't build until that permit is done. I believe you could probably influence that even though you may not own that piece of land anymore.

William Tsao, Developer - I think he would listen to the Marriot more than he would listen to me because Marriot has the right to pull his flag.

Mayor Heidemann - can you give us an idea of your first building that is completed now and have you started leasing those?

William Tsao, Developer - we are starting to tie down the details required by the city about three weeks ago. We have four to five visitors a day and today we have pre-leased thirteen (13) units and next week we have scheduled 36 visitors. So the interest is there.

Councilmember Henderson - I am looking at what these people are paying for rent, for the nail spa it is \$45, "per square foot" the doggy wonderland is \$24 "per square foot" and the wedding venue is \$31, "per square foot" that seems to be really high. Is there a reason we could not entice people to come, could you work with those numbers and get those down to be more competitive with the market?

William Tsao, Developer - we have gone through an exercise because the construction cost versus the financing to get the project built and currently we market the property for \$26.00 to \$27.00 "per square foot" just to make the construction cost and the real estate cost break even for rent. Sharing the common facility can reduce the financial burden to the smaller operator or participant or person or realtor.

Mayor Heidemann opened the Public Hearing at 8:10 p.m. Mayor read Councilmember Johnson's letter into the record.

I am unhappy the Council is reviewing, for possible change, the section of the Millennium PD Ordinance requiring Mr. Tsao build and occupy 15,000 sq/ft of retail or commercial space before he is allowed a CO for his second apartment building.

Mr. Tsao was aware of the requirements he agreed to at his original PD hearing. The P&Z hearing prior to the Council hearing asked he be required to build and occupy 25,000 sq/ft of retail and/or commercial space before his second building was released for use. This requirement was placed on the PD to prevent Mr. Tsao from building an apartment complex in a wheat field and leaving the City of Corinth with more apartments and no appreciable gain in revenue, outside

of ad valorem taxes.

Mr. Tsao has been his own worst enemy in his attempts to develop the property around the Millennium addition. Local Commercial real estate brokers have been reporting he is asking \$20-\$25 sq/ft for property in the development, which is about twice the current market price of \$12 sq/ft.

There have been interested parties look at possibly building in the addition until the negotiated price comes out and they have all moved on, some completely out of Corinth. Mr. Tsao has been unable to keep a marketing company under contract because his price requirements are so high the companies are unable to develop leads.

I know Mr. Tsao has devised a plan to skirt the 15,000 sq/ft requirement by building and operating enough commercial property through his other family businesses such as the "Doggie Wonderland" which is a similar business to ones he operates elsewhere in the Metroplex.

The citizens of Corinth do not want any more apartment housing in the City. This comment has been repeated over and over and continues to be brought up every time a new developer comes to town, wanting to build high density apartment projects. One of the ways we have tried to gain acceptance of the apartments is by placing requirements in our PD contracts for these developers to build and occupy retail/commercial businesses, in order to diversify our tax base and avoid the constraints caused by things like tax caps.

Mayor Heidemann closed the Public Hearing at 8:12 p.m.

William Tsao, Developer - I tried to show Mr. Johnson the construction cost and the market rent, those are suggested by a market expert.

MOTION made by Councilmember Glockel to resend our requirement for 15,000 square foot of commercial property as the original PD and modify that to the building permits are to be issued for both the doggy park and the wedding venue and both of those are to be built in this calendar year pending a tremendous amount of bad weather. Seconded by Councilmember Garber

Bob Hart, City Manager - there were other components of the request by the applicant dealing with parking and so forth.

MOTION AND SECOND WITHDREW

MOTION made by Councilmember Glockel to accept the changes on the PD as stated and will require a building permit for the wedding venue and the dog park before anyone is to move into the second unit and complete both of those in a nine month period after receiving a permit.

Councilmember Garber - was there anything in that original motion that would be different than we accept as presented with the intent that it will be completed within nine (9) months?

Ben Rodriguez, Planning Manager - the only change is the intent within nine (9) months. Staff's question would be in the event that does not occur what happens then?

Councilmember Garber - I think that is my question with the second. I think maybe we can just make it part of the record that he has provided that intent and we can just approve as presented.

Councilmember Glockel - I don't have a problem with that. I don't see a problem either way it is fine with me.

Patricia Adams, City Attorney - I think approving as presented with that one modification with the building permit to remove the requirement for the CO that would do it.

MOTION made by Councilmember Glockel to accept the changes on the PD as presented. Seconded by Councilmember Burke.

AYES: Burke, Garber, Henderson, Glockel
NOES: None
ABSENT: Johnson

MOTION CARRIED

9. Conduct a public hearing to consider testimony and take action upon an amendment to the City's Unified Development Code, Section 4-Sign and Fence Screening Regulations, Subsection 4.01 sign regulations to amend the City's regulations on inflatable "balloon" signs.

Ben Rodriquez, Planning Manager - Staff has received multiple requests from businesses adjacent to IH 35 inquiring about placing inflatable balloon signs on their property to promote sales events for a temporary period of time. Currently Balloon signs are only allowed during grand opening events for a period of 30 days.

During the City Council work session on January 10, 2019 staff presented its research of other cities in the metroplex's regulations regarding inflatable signage to seek direction on if staff should proceed with amendments to our Code of Ordinances to allow balloon signs during limited periods of the year or all businesses. Following staff's presentation Council directed staff to proceed with an amendment.

Based on staff's research staff recommends that the City follow the City of Plano's standards which allows for inflatable signs for two (2), fourteen day (14) periods per twelve (12) month period.

At the Planning and Zoning Commission meeting on January 28, 2019 the Commission voted unanimously to recommend approval of the proposed amendments to the City's signage standards for inflatable signs.

Staff recommends approval as presented.

Councilmember Henderson - we have businesses now that already put those up so how is this going to be different?

Ben Rodriquez, Planning Manager - today they are only allowed to have them up during grand opening events or if there was a significant remodel and they were doing a grand opening. As far as business that may have them up today, I can't say that they were permitted. We would have to address that through Code Enforcement. This would provide mechanism for local businesses to get a permit to place a balloon on a temporary basis.

Mayor Heidemann opened the Public Hearing at 8:30 p.m. No one spoke during the public hearing. Mayor Heidemann closed the Public Hearing at 8:30 p.m.

MOTION made by Councilmember Garber to approve as presented. Seconded by Councilmember

Burke.

AYES: Burke, Garber, Henderson, Glockel
NOES: None
ABSENT: Johnson

MOTION CARRIED

10. Conduct a public hearing to consider testimony and take action upon a proposed amendment to the City's Unified Development Code, Section 2: Zoning, Subsection 2.09: Zoning Development Regulations, 2.09.01 Landscaping Regulations, and 2.09.02 Tree Preservation.

Helen-Eve Liebman, Planning and Development Director - Staff is proposing amendments to the City's Landscaping and Tree preservation ordinance.

The changes to the City's Landscaping Ordinance are to provide for landscaped edge areas for residential subdivisions adjacent to City Thoroughfares.

The Intent of this change is to provide an area of green space between the sidewalk and masonry screening walls required for the perimeter of residential subdivisions. Staff is hopeful that this will help mitigate the "canyon effect" while driving down the road between screening walls.

Staff is also proposing a revision to the required trees per residential lot so that the required caliper inches of trees and number of shrubs scales up based on the size of the lot.

Additionally, staff is proposing quantifying a fee per caliper inch for tree mitigation. Currently the code requires that an applicant receive a quote from a City approved arborist for the cost to replace trees removed.

The current policy is burdensome on applicants and makes for a very convoluted process. Staff researched numerous municipalities within the Metroplex and has determined that a price of \$150 per caliper inch would place us in the middle of what other cities charge. Additionally, this will ensure that Corinth's procedures are similar to the majority of other Cities within the Metroplex which makes for an easier process for applicants to navigate through.

At the Planning and Zoning Commission meeting on January 28, 2019 the Commission voted to unanimously recommend approval of the proposed amendments to the City's Unified Development Code, Section 2: Zoning, Subsection 2.09: Zoning Development Regulations, 2.09.01 Landscaping Regulations, and 2.09.02 Tree Preservation. Staff recommends approval as presented.

Mayor Heidemann opened the Public Hearing at 8:36 p.m. No one spoke during the public hearing. Mayor Heidemann closed the Public Hearing at 8:36 p.m.

MOTION made by Councilmember Burke to approve as presented. Seconded by Councilmember Henderson.

AYES: Burke, Garber, Henderson, Glockel
NOES: None
ABSENT: Johnson

MOTION CARRIED

BUSINESS AGENDA:

11. Consider and act on Amending the Corinth Code of Ordinances, Chapter 150, Adopting the 2018 International Construction Codes with Local Amendments, Standards, Certain Appendices; Including the Building Code; Residential Building Code; Fire Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code and the 2017 National Electrical Code.

Cleve Joiner, Building Official - The last update to the construction codes for the City of Corinth was August 24, 2017. At that time, the City Council approved the 2015 edition of the International Codes and the 2014 National Electric Code with the North Central Texas Council of Governments (NCTCOG) amendments. Staff is now presenting the 2018 International Codes along with the 2017 National Electric Code (NEC) with NCTCOG amendments to the City Council for adoption.

Insurance Service Office (ISO) - ISO collects information useful in many aspects of insurance underwriting. That information includes evaluations of public fire protection, flood risk, and the adoption and enforcement of building codes in individual communities. Information on municipal services helps the communities with their efforts to manage and mitigate their risk. ISO performs the evaluations as a service to the insurance industry as numerous insurance companies use the ISO ratings to calculate individual property insurance premiums. There are two key components to an ISO evaluation. The first is the Public Protection Classification (PPC). ISO uses the PPC to evaluate municipal fire-protection efforts in communities throughout the United States. Insurance companies use PPC information to help establish fair premiums for fire insurance generally offering lower premiums in communities with better protection. Many communities use the PPC as a benchmark for measuring the effectiveness of their fire-protection services which includes fire code adoption, fire inspections, and plan reviews. The PPC program is also a tool that helps communities plan for, budget, and justify improvements. Recently, the Lake Cities Fire Department PPC was upgraded to a 2 (on a scale of 1-10, 1 being the best – 10 being the worst) which for the region is an excellent score.

The second component is the Building Code Effectiveness Grading Schedule (BCEGS). The ISO assesses the building codes in effect in individual communities and how those communities enforce their building codes. The assessments place special emphasis on mitigation of losses from natural hazards. The concept is simple: municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that. The prospect of lessening catastrophe-related damage and ultimately lowering insurance costs provides an incentive for communities to enforce their building codes. Generally, the ISO performs these services on a five-year rotation. If the building codes are not current or over one cycle (three years) then the ISO will lower the rating of the community until a more current code is adopted. The BCEGS can affect the PPC rating and combined has the potential, if codes are not current, to raise insurance premiums for fire, catastrophic weather loss as well as flood insurance for constituents.

ANALYSIS

Staff requests City Council approval of the ordinances adopting the referenced codes and standards. The new codes are necessary to ensure that the City keep pace with state law, changing technology and practices of the construction industry. State law requires adoption of the International Building Codes but allows for local amendments. The International Code Council (ICC) updates the model codes every three years. Typically, there is a one-year delay in a City's code adoption process because NCTCOG assembles building officials from participating North Texas cities to discuss the updated changes and consider recommended local amendments.

NCTCOG representing 16 counties and 168 cities finalized their recommended local amendments in September 2018. Staff, in keeping with surrounding cities and NCTCOG's, proposed local amendments is requesting to update the construction and fire codes to the 2018 edition with local amendments. The NEC is on a different three-year rotation making the 2017 edition the most current NEC.

The State adopted the 2015 International Energy Conservation Code (IECC) and the energy efficiency Chapter 11 of the International Residential Code (IRC) and signed both into law on January 5, 2016. The residential provisions were made effective September 1, 2016 and the Commercial provisions were made effective November 1, 2016.

The original NCTCOG recommended amendments to the 2015 IECC and Chapter 11 of the IRC were analyzed and deemed less stringent than the provisions of the 2015 IECC adopted by the State and therefore are no longer considered recommended amendments. The 2018 IECC has some carry over amendments from the 2015 IECC allowing more options for energy conservation.

The following table is a list of surrounding cities and the current adopted codes for those cities:

City	International Codes	National Electric Code
Denton	2012	2011
Lewisville	2015	2014
Flower Mound	2015	2014
Highland Village	2015	2014
Plano	2018	2017
The Colony	2012	2011
Frisco	2015	2014
Coppell	2015	2014
Carrollton	2012	2011
Hickory Creek	2015	2014
Lake Dallas	2015	2017
Shady Shores	2009	2011

Listed below are some of the specific changes to the 2018 editions of the International Codes since the city's 2015 code adoption that will go into effect with Council approval.

Items followed with an * are specific to the City of Corinth.

2018 International Building Code (IBC)

Assembly Occupancies on Roofs – New classifications based on use of the main structure to increase Fire & Life Safety measures.

- Greenhouse classifications base on use Assembly, Mercantile or Agricultural all have separate new Life Safety provisions.
- Storage rooms are now classified as part of the main occupancy use regardless of the size.
- Hospital & Assisted Living occupancies now have stricter smoke control, exit corridor protections.
- Occupant Load factor for B - Occupancies increased, more restrictive
- Owner occupied, and Bed & Breakfast uses can remain classified as residential when aggregate number of persons does not exceed 10 persons.
- Significant codes regarding building design of wood and Heavy Timber structures aligning with advances in the industry.

- Elevator and Conveying Systems required enhancements for accessible (ADA) elevators
- Regulations on Relocatable Buildings (Modular) to provide clear and consistent direction on relocation.
- Additional requirements for worker safety on multi-story buildings
- ASTM Referenced for the installation standards for fencing*

APPENDICES:

- Appendix C – U-Occupancies – Agricultural Structures
- Appendix E – Supplementary Accessibility Requirements
- Appendix F – Rodent Proofing
- Appendix G – Flood-Resistant Construction
- Appendix I – Patio Covers
- Appendix J – Grading
- Appendix K -Administrative Provisions (Electrical)

2018 International Residential Code

- Energy Efficiency Chapter deleted, already within the 2018 International Energy Code
- Appendix H – Patio Covers
- Appendix I – Private Sewage Disposal
- Appendix J – Existing Buildings & Structures
- Appendix K – Sound Transmission
- Appendix L – Permit Fees (used for all valuation based Building Permits)
- Appendix M – Home Day Care – R-3 Occupancies
- Appendix N – Venting Methods
- Appendix O – Automatic Vehicle Gates
- Appendix P – Piping Methods
- Appendix Q – Tiny Houses
- Appendix T – Solar Ready Provision*

2018 International Mechanical Code (IMC)

- No significant changes

2018 International Energy Conservation Code (IECC)

Residential

- Slight increase in Energy Rating Index

APPENDICES

- Appendix RA – Solar Ready Provisions*

Commercial

- New limits on Heated & Cooled Vestibules °Appendix CA – Solar Ready Provisions*

2018 International Fuel Gas Code (IFGC)

- No Significant Changes

2018 International Fire Code (IFC)

- Higher Education Laboratories with certain provisions can be classified as a Business use no longer hazardous occupancies
- Requires Mobile Food Trucks Inspections, cooking equipment & propane
- New Provisions for high piled combustible storage
- Sprinkler retrofits for A-3 occupancies serving alcohol beverages – Occupancy 300 or more

- New chapter added on energy systems
- Gas detection systems revised throughout the Fire Code
- New stricter provisions on manual fire alarm systems
- New illumination of exit discharge paths to the public way
- New fire & life safety provisions for indoor and outdoor assembly events including trade shows and exhibitions

- New provisions on decorative material
- Appendix B – Fire Flow Requirements for Buildings
- Appendix D – Fire Apparatus Access Roads
- Appendix E – Hazard Categories
- Appendix F – Hazard Rankings
- Appendix G – Cryogenic Fluids

2018 International Plumbing Code (IPC)

- Minimum number of required plumbing fixtures revised
- Solar thermal heating systems compliance standards added

APPENDICIES

- Appendix C – Structural Safety
- Appendix E – Pipe Sizing

2018 International Existing Building Code (IEBC)

- Chapters reconfigured
- No significant changes
- Appendix B – Supplementary Accessibility Requirements
- Appendix C – Wind Retrofit of Existing Buildings

International Property Maintenance Code (IPC)

- No significant changes

2017 National Electrical Code (NFPA 70)

- Required exterior service disconnects for firefighter operations safety*
- Limits the number of service disconnect (meters) per service connection*
- Requires copper wiring only other than service connects and main feed lines*
- Licensing requires work to be performed by a State Licensed Electrician exempting homeowners however not owners of rental properties

*** Items specific to the City of Corinth**

- Required exterior service disconnect for firefighter operations safety*

The item is designed for firefighter safety by having a direct disconnect after the meter gives a high level of assurance that the interior is safe from electrocution. The practice has been mainly with commercial occupancies however, statistically more firefighters are injured during residential fire operations. The NEC allows either interior or exterior where our local requirement would be to the exterior.

- Limits the number of service disconnect (meters) per service connection*

These limits as part of the NEC local practice has deleted three exceptions that do not apply to the region.

- Requires copper wiring only other than service connects and main feed lines*

The requirement of copper wiring is a holdover from years of issues with other conductors such as aluminum.

- Appendix RA (Residential) Appendix CA (Commercial) – Solar Ready Provision*

The provision is a very basic tool that requires the architect to show the potential locations for solar (photovoltaic-PV) locations. The property owner will have a record of those desired locations should they choose to install. The provision does not affect orientation of the building and/or zoning. The City SolSmart designation of Gold will be retained with adoption.

- ASTM Referenced for the installation standards for fencing*

The codes exempt out fences as requiring a permit. Most cities within the metro-plex have fencing requirements however, have no guidance as to the proper installation at times leaving customers with substandard workmanship without adopting a standard. ASTM has two separate standards for wooden fencing and chain link fencing. Those standards are nationally recognized, and part of this adoption request inserted into the IBC & IRC.

The 2018 Property Maintenance Code (IPMC) is a companion document that establishes the broad purpose of the code to protect the public health, safety and welfare in both existing residential and nonresidential structures and premises. Specifically, there are maintenance standards for basic equipment, light, ventilation, heating, sanitation and life safety. The IPMC places responsibility on the owners, operators and occupants to follow code, regulate the use of structures and provides administration, enforcement and penalties. The City of Corinth has standards in place via Chapter 94 of the Corinth Code of Ordinances, for that purpose redundant codes have been deleted in the 2018 Property Maintenance Code adoption.

2018 International Swimming Pool and Spa Code (ISPSC)

- No Significant Changes

It is City staff’s recommendation that the City Council adopt the 2018 International Construction Codes, 2018 International Fire Code, 2017 National Electric Code with the local Amendments and standards as set forth in the caption above.

Mayor Heidemann - what influence does this have on our ISO Rating?

Chad Thiessen, Assistant Fire Chief - they recommend that we are up to code with the current year. This will help our ISO.

MOTION made by Councilmember Garber to approve as presented. Seconded by Councilmember Henderson.

- AYES:** Burke, Garber, Henderson, Glockel
- NOES:** None
- ABSENT:** Johnson

MOTION CARRIED

12. Consider and act on an Ordinance to amend the prima facie speed limit of FM 2499, within the City of Corinth, to 45 mph.

George Marshall, City Engineer - after opening FM 2499 TxDOT performed a speed study and determined

that the roadway north of FM 2181 should be 50 MPH. On September 20, 2018 City Council approved the increased speed limit for this section of FM 2499. Since that time, the City of Denton requested that TxDOT review some new data. After review TxDOT is now recommending this segment of roadway to be 45 mph.

Analysis:

The City of Denton sent TxDOT a listing of accidents along FM 2499, and requested if TxDOT could reduce the speed limit along FM 2499 by 5 miles in the southern section of the newly constructed FM 2499 (from 50 mph to 45 mph), due to the horizontal curves and sight distance issues which resulted in several accidents in 2018 along the roadway. TxDOT reevaluated the study and reduced the speed limits from 50 mph to 45 mph (from MP 3.810 to MP 4.811). Since the small portion of the roadway in the City of Corinth (0.717 miles) was 50 mph also, and at Mile Point 5.528 it would change to 45 mph again, TxDOT wanted to make it consistent with the rest of the roadway, and changed that speed limit to 45mph in that section in the City of Corinth also, so the speed limit would not change from 45 mph to 50 mph and then 45 mph for less than a mile to confuse the drivers.

MOTION made by Councilmember Garber to approve as presented. Seconded by Councilmember Glockel.

AYES: Burke, Garber, Henderson, Glockel
NOES: None
ABSENT: Johnson

MOTION CARRIED

13. Consider and act on approving an Ordinance amending Section 33.02, "Purpose and Duties" of the section entitled "Keep Corinth Beautiful Commission" of Chapter 33, Boards, Commissions and Departments of Title III, "Administration" of the Corinth Code of Ordinances to repeal subsections 33.02 (A)(6) and (A)(7) and to adopt a new Section 33.02 "Purpose and Duties" of Section 33 of Title III, of the Code of Ordinances; providing for the Incorporation of Premises; providing Amendments and Severability; and providing an Effective Date.

Bob Hart, City Manager - The Keep Corinth Beautiful Commission (KCB) met on January 15th to discuss the Master Trail Plan as outlined with Chapter 33 Section 33.02 "Purpose and Duties". They were informed the Planning & Development Department was working on a Master Trail Plan update and requested to be a part of the discussion, but felt staff was more knowledgeable and better equipped for this task and requested staff to change their ordinance. This ordinance revision removes the required duties of the (KCB) to review and recommend a trail plan to the City Council and their responsibility to identify and recommend specific open space and trail corridor sites to the City Council for acquisition and development.

Upon review of the ordinance the City Attorney revised Section (b) by removing the power of the word "shall" and changing it to the words "shall be authorized to establish sub-committees". This change was made due to the small size of the board and their inability to create subcommittees. This change relaxes the requirement to have a subcommittee by this board.

MOTION made by Councilmember Burke to approve Ordinance amending Section 33.02, "Purpose and Duties" of the section entitled "Keep Corinth Beautiful Commission" of Chapter 33, Boards, Commissions and Departments of Title III, "Administration" of the Corinth Code of Ordinances to repeal subsections 33.02 (A)(6) and (A)(7) and to adopt a new Section 33.02 "Purpose and Duties" of Section 33 of Title III, of the Code of Ordinances; providing for the Incorporation of Premises; providing Amendments and Severability; and providing an Effective Date. Seconded by Councilmember Henderson.

AYES: Burke, Garber, Henderson, Glockel

NOES: None
ABSENT: Johnson

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 - we just had our Finance Audit meeting prior to this and to say it went very well would be an understatement. I cannot wait to get to brag on the staff more when Council officially receives that reward.

Councilmember Glockel - thanked the staff input and tonight has been a busy night and I know there was a few items that I was concerned about and I don't mean that personal to anyone.

Bob Hart, City Manager - wanted to remind Council of the Joint meeting with the Lake Cities Council's on Monday at 6:00 p.m. at the public safety building. We will also have a Joint meeting with NCTC Board of Regents in Gainesville on Monday, March 4th. March 4th is also the first day the new Police Chief begins.

Mayor Heidemann - on March 1st we have our Fire Department badge pinning and 60th Anniversary.

Mayor Heidemann recessed the Regular Session at 8:48 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 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 see 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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

Council met in Closed Session from 9:08 p.m. until 9:12 p.m.

A. MCM Contract for Lake Sharon Roadway Extension.

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.

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, pursuant to Section 551.071 of the Texas Government Code, Consultation with City Attorney.

RECONVENE IN OPEN SESSION - In accordance with Texas Government Code, Chapter 551 the City Council will reconvene into Special Session to consider action, if any, on matters discussed in Executive

Session.

12. Consider and take action regarding the contract between the City and MCM for construction of the Lake Sharon Project, the termination and /or assignment of the contract and other related documents.

MOTION made by Councilmember Burke to authorize the City Manager to complete negotiation of the Agreed Termination, Assignment, Release and Tender Agreement for Paving, Drainage and Water Improvements for Lake Sharon Drive as addressed in closed session, execute the document and bring the final negotiated agreement back to Council for ratification. Seconded by Councilmember Henderson.

AYES: Burke, Garber, Henderson, Glockel
NOES: None
ABSENT: Johnson

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 9:15 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2019.

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 03/21/2019

Title: Interlocal Cooperative Agreement Between Corinth and Lake Dallas ISD Shady Shores Elementary School

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider and act on approval of an Interlocal Agreement between the City of Corinth and the Lake Dallas ISD to utilize the Shady Shores Elementary School to host the Corinth Recreation Department Summer Camp Program.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth has hosted our annual Sumer Camp Program at the Ronnie Crownover Middle School since its construction. This year, The Recreation Department budgeted to host two summer camps rather than the traditional one, due to increased popularity of the program. We reached out to the local schools to try and find a suitable venue to host our camp. The Lake Dallas ISD's Shady Shores Elementary was very suitable in both size and location. Staff worked with LDISD to secure an agreement to utilize their school to host our program at no charge from the LDISD. Wes Eversole (LDISD Superintendent) and Jennifer Bryant (Shady Shores Elementary Principal) have both been extremely helpful and very kind to the City of Corinth and opening their doors to assist us.

During this time, we did encounter some unfortunate news. It seems that the Crownover Middle School requires a new roof and HVAC work on their gym. This has resulted in our loss of that facility to host one of our camps. We have been working with other local schools in the LDISD, DISD and the Corinth Classical Academy to secure a second location, but we have been unsuccessful for various reasons specific to each school. At this time, it appears we will only be able to host one summer camp program again this year and are hopeful that next year we will have two locations available to host two camps and double our availability to the community.

Staff worked with the City Attorney to prepare an Interlocal Agreement (ILA) between Corinth and the LDISD for use of the Shady Shores Elementary School. Due to time constraints caused by the loss of Crownover, the ILA is being presented to the LDISD School Board on March 18, 2019 and to Corinth City Council on march 21, 2019 for approval.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between Corinth and the LDISD for use of the Shady Shores Elementary School to host our Summer Camp Program for 2019.

Attachments

ILA Summer Camp at Shady Shores Elementary

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORINTH AND
LAKE DALLAS INDEPENDENT SCHOOL DISTRICT FOR
JOINT USE OF CERTAIN RECREATIONAL FACILITIES
AT THE SHADY SHORES ELEMENTARY SCHOOL SITE**

THIS AGREEMENT is made and entered into by and between the Lake Dallas Independent School District, duly organized and authorized under the laws of the State of Texas, (hereinafter “LDISD”), and the City of Corinth, a political subdivision located in Denton County, Texas, duly organized and authorized under the laws of the State of Texas, hereinafter “CITY”, for the joint use of certain facilities located at the Shady Shores Elementary School site located within the city limits of Denton, the nature and scope of which is more fully described herein.

WHEREAS, LDISD and CITY are governmental entities, both of whom have the authority to enter into this Agreement individually as provided for in Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), in order to maximize the benefits derived from each taxpayer dollar; and

WHEREAS, LDISD and CITY mutually desire to be subject to the provisions of the Act and to jointly participate in the use of certain facilities at the Shady Shores Elementary School site located within the city limits of Corinth (hereinafter “Facility or Facilities”), such use being more fully described herein; and

WHEREAS, LDISD and CITY agree that any and all payments made in connection with the governmental functions provided for by this Agreement shall be made from current revenues available to the paying party and that the payments received are adequate and fairly compensate the parties for the services performed; and

WHEREAS, a valid governmental purpose is served by the joint use of the Facilities; and

WHEREAS, it is deemed to be in the best interests of LDISD and CITY to enter into this Agreement for joint use of the Facilities.

NOW, THEREFORE, LDISD and CITY, for the mutual consideration hereinafter stated, agree and understand as follows:

I.
INCORPORATION OF PREMISES

All matters and recitations stated in the preamble of this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

II.
USE OF THE FACILITIES

2.01. For the purposes and consideration herein stated, CITY's use of the Facilities shall be governed by the following terms and conditions:

- A. **Use of Indoor Areas.** LDISD shall provide an office exclusively for use by authorized employees of CITY's Department of Parks and Recreation (hereinafter "Authorized Employees"), such use to include the storage of supplies. CITY shall have access to the small gymnasium, restrooms and playground at the Facility. CITY shall be allowed to place two (2) cabinets in the small gymnasium for storage of sports equipment in accordance with Subsection K of this section. LDISD shall provide CITY with a duplicate set of keys, and/or an entry badge, in order to allow City entry into the Facilities, including without limitation, the outside entry door and the small gymnasium doors of the Facility Authorized Employees shall be allowed access to the Facility during regular summer camp hours and a reasonable time before and after such hours for set-up and/or clean up.
- B. **Authorized Employees.** A CITY employee shall be deemed an "Authorized Employee" after such employee has been screened and approved by the City CITY shall provide LDISD with written documentation that all CITY employees who will be allowed access to the Facility have been properly screened and approved..
- C. **Use of Outdoor Areas.** CITY shall have access to the playground located at the Facility when there are no regularly scheduled LDISD activities or special activities scheduled by LDISD. LDISD shall provide written notice of regularly scheduled activities at least sixty (60) days prior to the beginning of the term of this Agreement and shall provide written notice of special activities at least sixty (60) days prior to the date of each such event. All CITY activities shall be concluded by approximately 6:00 p.m. LDISD shall maintain the playground and outdoor areas.
- D. **Routine Maintenance and Repair.** LDISD shall provide a schedule of routine maintenance and repair work that will occur in the gym when such work will conflict with CITY's authorized hours of operation in the Facility. LDISD shall use reasonable efforts to schedule routine maintenance and repair work so as to minimize the impact on CITY's use of the Facility.
- E. **Unscheduled Maintenance and Repair.** Notwithstanding the foregoing, the parties agree and understand that unscheduled maintenance or repair work on the Facility may be necessary. For such unscheduled work, LDISD shall notify CITY in writing of the date and time that the work will commence as soon as reasonably practicable. LDISD shall not be liable for any damages sustained by CITY if any maintenance or repair work, whether scheduled or unscheduled, interferes with CITY's use of the Facilities.

- F. **Notice of Schedule Changes/Conflicts.** When practicable, both LDISD and CITY shall provide thirty (30) days' advance written notice of any substantial changes to either party's schedule. Each party agrees to make every effort not to disrupt scheduled activities of the other party. However, both CITY and LDISD agree that in the event of a scheduling conflict, LDISD shall have the sole discretion to resolve such conflict after reasonable consideration of alternatives available to the respective parties involved and other factors deemed relevant by LDISD.
- G. **Utilities and Custodial Services.** All costs for utilities and regular custodial services shall be provided by LDISD at no cost to CITY. Regular custodial services shall mean those routine janitorial services provided throughout the Facility which are required as a result of normal daily usage, such as sweeping, mopping, dusting, and sanitizing of the Facility. CITY will perform basic daily cleaning of the portions of the Facility used by the City, to include sweeping the gym floor and emptying trash bins. LDISD shall provide a large broom for CITY's use.
- H. **Damages.** CITY shall be responsible for any and all damages to the Facility and to LDISD property located within the Facility that is incurred during, or which arises out of, CITY's use of the Facilities. CITY shall notify LDISD of incidents involving personal injury or property damage that occur during CITY's use of the Facility within 24 hours of such occurrence. Notice shall be in writing and shall be on forms provided by LDISD.
- I. **Insurance.** CITY shall provide an acceptable certification of insurance to LDISD prior to the start of summer camp.
- J. **Security.** CITY shall secure its property within the Facility. LDISD shall not be liable for damage to or the disappearance of CITY property stored within the Facility. CITY shall properly lock and secure all exterior doors in accordance with LDISD policies and procedures.
- K. **Equipment.** CITY shall provide all equipment (e.g., tables, chairs, etc.) and sports equipment for CITY activities at the Facility. CITY shall store all such equipment in the cabinets placed in the small gymnasium or in a storage area designated by LDISD for such purpose. LDISD owned equipment, such bleacher controls, may be made available for use upon CITY's written request and approval by LDISD.

III.

TERM/ACCESS TO FACILITIES/TERMINATION

The term of this Agreement shall commence on May 28, 2019 and shall end on July 29, 2019, unless terminated earlier as provided herein. City shall have all City equipment removed from the Facilities no later than 5:00 p.m. on Monday, July 29, 2019 (hereinafter "Term"). In accordance with the terms of this Agreement, City shall be allowed access to and use of the Facilities Monday through Friday of each week during the Term, from approximately 7:00 a.m. until approximately 6:00 p.m. daily. Additionally, LDISD shall allow CITY to have access to the Facilities on May 23, 2019 from 4:00 p.m. through 8:00 p.m. for a parent meet-and-greet. Either party may terminate

this Agreement, either in whole or in part, upon breach of any term or provision of this Agreement by giving at least thirty (30) days' written notice of such breach to the other party. Provided, however, that if the party receiving the notice of breach cures the default within thirty (30) days from the date of the written notice, then the Agreement shall remain in effect until otherwise terminated as provided herein.

**IV.
CONSIDERATION**

This Agreement is entered into in consideration for the mutual promises and covenants contained herein, as well as such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**V.
HOLD HARMLESS**

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation of liability, CITY agrees to and shall release, defend, indemnify and hold harmless LDISD, its officers, agents, contractors and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property, real, personal, or mixed, arising out of or in connection with the PROJECT, where the injury or death or damage is caused by the negligence of CITY, its officers, agents, or employees, except that CITY assumes no liability for the sole negligent acts of LDISD, its officers, agents, or employees.

**VI.
ASSIGNABILITY**

CITY shall not assign or alienate in any form or manner any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation or otherwise) without the prior written consent of LDISD.

**VII.
NOTICE**

All notices or communications required under this Agreement or desired to be given by the parties hereto shall be sent in writing and shall be deemed sufficiently given on the date when same is hand-delivered; or if by U .S. mail, three business days after deposit in the United States mail, sufficient postage prepaid; or by date of delivery if by registered or certified mail with return receipt requested, addressed to the recipient at the address set forth below:

To LDISD:

Lake Dallas Independent School District

To CITY:

City Manager

City of Corinth

2003 S. Corinth Street

Corinth, Texas 76205

**VIII.
MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, either judicial or administrative, arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this section will not be waived except as specifically provided herein.

**IX.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Further, the parties agree to make a good faith effort to renegotiate an agreed provision to fulfill the purposes and intent of any invalid, unenforceable, or void provision.

**X.
GOVERNING LAW AND VENUE**

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas.

**XI.
INTEGRATION**

This Agreement embodies the complete and entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**XII.
NONWAIVER OF TERMS AND CONDITIONS**

One or more instances of forbearance by either party in the exercise of its respective rights or remedies herein shall in no way constitute a general waiver or relinquishment of the exercise of such rights or remedies.

**XIII.
HEADINGS**

The headings contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS WHEREOF, the Lake Dallas Independent School District has caused this Interlocal Agreement to be executed by its duly authorized _____, on this ____ day of _____, 2019; and the City of Corinth, Texas has caused this Interlocal Agreement to be executed by its duly authorized Mayor on this the ____ day of _____, 2019.

LAKE DALLAS INDEPENDENT SCHOOL
DISTRICT

CITY OF CORINTH, TEXAS

BY: _____

BY: _____
Bill Heidemann, Mayor

ATTEST:

ATTEST:

BY: _____

BY: _____

APPROVED AS TO FORM:

APPROVED AS TO AFORM:

BY: _____

BY: _____

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Public Works Equipment Storage facility and Fire Department Training Area
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Regional Cooperation
Organizational Development

AGENDA ITEM

Public Works equipment storage building, site improvements and Fire Department Training Facility construction.

AGENDA ITEM SUMMARY/BACKGROUND

In 2017, \$1.5 million was budgeted for the Public Works Facility remodel, equipment storage building, site improvements and Fire Department Training Facility construction. Design was split into two phases with the PW remodel being phase 1 and everything else comprising phase 2. Phase 1 construction began in late December 2018 and is scheduled to be completed in mid-April completing the Public Works facility remodel.

Phase 2 was submitted for bid in February of 2019 and three bids were received:

Schmoltdt Construction - \$677,000

308 Construction - \$732,462.22

MSB Constructors - \$768,800

Schmoltdt Construction was the low bidder at \$677,000. References were checked with positive feedback stating they would use Schmoltdt again in the future.

\$1.5 million budgeted for total project with expenditures detailed below:

\$235,000- Engineering, design, survey, platting, ADA certification

\$496,000- PW Facility construction/ remodel

\$14,000- Materials testing of new construction to comply with state law

\$745,000 have been expended leading into the construction bid for phase 2 of \$677,000. We anticipated completing both phases with \$68,000 remaining. At that time, the Fire Department may utilize their shared funds with the Little Elm Fire Department to build the structures on the new training grounds and complete their training center at Station #2.

RECOMMENDATION

Staff recommends award of bid to Schmoltdt Construction for phase 2 of the Public Works Facility and Fire Department Training Center and authorizing the City Manager to execute the agreement in the amount of \$677,000.

Attachments

Notice to bidders
Bid Book PW&FD
PW Equip Storage Bld Plans

PW & FD Site Improvements

308 Construction Bid

MSB Constructors Bid

Schmoldt Construction Bid

FD Training Area Bids Tab

PW Equip Building and Site Improvements Bid Tab

NOTICE TO BIDDERS
CITY OF CORINTH
PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS
ITB #1124

The City of Corinth is accepting sealed bids for Public Works and Lake Cities Fire Department Site Improvements at the office of the Purchasing Agent until 2:00 PM, CST February 28, 2019.

Qualified prospective bidders may obtain copies of the bid invitation with information at the office of the Purchasing Agent, located at the City Hall Building, 3300 Corinth Parkway, 2nd Floor, Corinth, Texas, or at www.cityofcorinth.com/Bids.aspx

This project includes all materials, labor, equipment and services to produce or be incorporated in such construction. Contract will be a general contract for the Public Works and Lake Cities Fire Department Site Improvements.

Bidders must submit a cashier's check, certified check, or acceptable bidder's bond with their proposal as a guarantee that the Bidder will enter into a contract for the project with the Owner within fifteen (15) days of Notice of Award of the contract. The security must be payable to City of Corinth in the amount of five (5%) percent of the bid submitted. Contractor must execute the contract, bonds and certificates of insurance on the forms provided in the Contract Documents.

Site visits may be scheduled by appointment only by contacting Cody Collier (940) 498-7510.

Contractors for this Project must comply with prevailing wage rates as defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.wdol.gov/dba.aspx>

Performance and Payment Bonds and Maintenance Bonds are required.

The bidder selected by the City shall furnish proof of insurance prior to bid award in the form of an insurance certificate to the Purchasing Department.

Bids received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. The City does not accept oral, telephone, facsimile or electronic bids. Bids submitted orally, by phone, fax or electronically will be disqualified and will not be considered in the evaluation process. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects. Cindy Troyer, Purchasing Agent, 940-498-3286.

Publication Dates: January 30 & February 6, 2019

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

**CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES
FIRE DEPARTMENT SITE IMPROVEMENTS
IFB NO. 1124**

CITY OF CORINTH



JANUARY 25, 2018

Prepared by:



**Lamb-Star Engineering, L.P.
5700 W. Plano Parkway, Suite 1000
Plano, Texas 75093
214-440-3630
Texas Registered Firm No: F-9073**

THE CONSTRUCTION OF
THE CITY OF CORINTH PUBLIC WORKS AND
LAKE CITIES FIRE DEPARTMENT SITE
IMPROVEMENTS
BID NO. 1124

CITY OF CORINTH OFFICIALS

MAYOR

Bill Heidemann

CITY COUNCIL

Sam Burke
Scott Garber
Lowell Johnson
Tina Henderson
Don Glockel

CITY MANAGER

Bob Hart

PUBLIC WORKS

Cody Collier, Director of Public Works Operations

PURCHASING

Cindy Troyer, Purchasing Agent

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SECTION 00100 – IMPORTANT DATES

IMPORTANT DATES:

ITB Issue Date:	Wednesday, January 30, 2019
ITB Publication Dates:	January 30, 2019 and February 6, 2019
Questions Deadline:	Wednesday, February 20, 2019 @ 10:00 AM CST
Bid Due Date and Time:	Tuesday, February 28, 2019 @ 2:00 PM CST

There will be no pre-bid meeting.

Site visits may be scheduled **by appointment only** by contacting Cody Collier at (940) 498-7510.

Sealed bids for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original bid **with bid security**, one (1) complete copy of bid, and one (1) complete copy in USB memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208

Bid Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3286

Sealed bids shall be clearly marked “**BID #1124-PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS**” Do not open until 2:00 PM February 28, 2019; and include the bidder’s name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms.

Requests for additional information should be made no later than the questions deadline above and shall be directed to the Purchasing Agent at purchasing@cityofcorinth.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the bidder to monitor the City’s website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that sealed bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. The City does not accept oral, telephone, faxed or electronic bids. **Bids submitted orally, by phone, fax or electronically will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

NOTICE TO BIDDERS
CITY OF CORINTH
PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS
ITB #1124

The City of Corinth is accepting sealed bids for Public Works and Lake Cities Fire Department Site Improvements at the office of the Purchasing Agent until 2:00 PM, CST February 28, 2019.

Qualified prospective bidders may obtain copies of the bid invitation with information at the office of the Purchasing Agent, located at the City Hall Building, 3300 Corinth Parkway, 2nd Floor, Corinth, Texas, or at www.cityofcorinth.com/Bids.aspx

This project includes all materials, labor, equipment and services to produce or be incorporated in such construction. Contract will be a general contract for the Public Works and Lake Cities Fire Department Site Improvements.

Bidders must submit a cashier's check, certified check, or acceptable bidder's bond with their proposal as a guarantee that the Bidder will enter into a contract for the project with the Owner within fifteen (15) days of Notice of Award of the contract. The security must be payable to City of Corinth in the amount of five (5%) percent of the bid submitted. Contractor must execute the contract, bonds and certificates of insurance on the forms provided in the Contract Documents.

Site visits may be scheduled by appointment only by contacting Cody Collier (940) 498-7510.

Contractors for this Project must comply with prevailing wage rates as defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.wdol.gov/dba.aspx>

Performance and Payment Bonds and Maintenance Bonds are required.

The bidder selected by the City shall furnish proof of insurance prior to bid award in the form of an insurance certificate to the Purchasing Department.

Bids received later than the date and time above will be returned unopened, and will not be considered in the evaluation process. The City does not accept oral, telephone, facsimile or electronic bids. Bids submitted orally, by phone, fax or electronically will be disqualified and will not be considered in the evaluation process. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express.

The City of Corinth reserves the right to reject any and all proposals and to waive defects in proposals. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a proposal on any and all City of Corinth projects. Cindy Troyer, Purchasing Agent, 940-498-3286.

Publication Dates: January 30 & February 6, 2019

SECTION 00200 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Bidding Documents.
- B. Bidding Documents include the Advertisement or Invitation for Bids, Instructions to Bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the opening of the Bidding Documents, which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. "Lamb-Star Engineering, L.P." will be hereafter referred to in the Project Manual as "Engineer" and all correspondence shall be addressed to: Jill Van Hoewyk, Lamb-Star Engineering, L.P., 5700 West Plano Parkway, Suite 1000, Plano, Texas, 75093.
- E. "Cody Collier " will be hereinafter referred to in this Project Manual as "Project Manager".
- F. "The City of Corinth" will be hereafter referred to in this Project Manual as "Owner".
- G. A Bid is a complete and properly signed submittal to do the Work for designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

- I. An Alternative Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid in the corresponding change in the Work, as described in the Bidding Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or service as described in the Bidding Documents or in the proposed Contract Documents.
- K. A Bidder is a person or entity who submits a Bid.
- L. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.
- M. A Contractor is a person or entity who is determined to be the lowest responsible and responsive bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- N. The Bid Requirements and Other General Conditions, as provided under the Division of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be applicable to this project, unless noted otherwise in the Contract Documents

1.3 EXAMINATION OF DOCUMENTS AND SITE

- A. Each bidder, by making his/her Bid, represents that he/she has read and understands the Bidding Documents.
- B. Each Bidder, by making his/her Bid, represents that he/she has visited the site, performed investigations and verifications as he/she deems necessary, and familiarized himself/herself with the local conditions under which the Work is to be performed and will be responsible for any and all errors in his/her bid resulting from his/her failure to do so.
- C. The location and elevations of the various utilities and pipe work included within the scope of the work are offered as a general guide only, without guarantee as to accuracy. The Contractor shall verify and investigate to his/her own satisfaction the location and elevation of all utilities, pipe work, and the like and shall adequately inform himself/herself of their relation to the work before submitting a bid.
- D. Before submitting a bid each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the work and which

bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Bidder will rely solely on its own site investigation and assumes the risk of any site conditions not discovered that may result in additional costs and all errors in the bid.

- E. On request in advance, Owner will provide each bidder access to the site to conduct explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- F. The lands upon which the work is to be performed, right-of way and easement for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- G. Each bidder by making his/her bid represents that his/her bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

1.4 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents shall be used in preparing bids; neither City, nor Engineer assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- B. City or the Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.5 BIDDING PROCEDURES

- A. All bids shall be prepared on the forms provided by the Engineer and submitted in accordance with the Instruction to Bidders. The Engineer or Owner will furnish bidders with bid forms which will provide for the following bid items. Bidders shall provide all requested information. Prices bid/proposed shall *only* be considered if they are provided in the appropriate space(s) on the City of Corinth bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

Bid document will include the following, as shown on the City of Corinth bid

form(s):

1. A single contract price for each bid item as detailed and described in these specifications.
 2. Acknowledgment of Addenda.
 3. Number of consecutive calendar days to complete project.
 4. Alternate bids.
 5. Unit prices.
- B. A bid is invalid if it has not been delivered at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation For Bid, or prior to any extension thereof issued to the bidders. Bids received in the City of Corinth Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Purchasing Department shall be the official time of receipt.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his/her bid or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of bids in the Advertisement or Invitation For Bid.
- D. Bids shall not contain any recapitulation of the Work to be done.
- E. The Bidder shall make no additional stipulations on the Bid Form nor limit or qualify his/her bid in any other manner. Bids so qualified will be subject to disqualification.
- F. The City of Corinth is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.6 SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the Bidding Documents.
- B. No substitution will be considered unless written request has been submitted to the Engineer for approval at least seven (7) consecutive calendar days prior to the date for receipt of bids.
- C. If the Engineer and Owner approves a proposed substitution, such approval will be set forth in an Addendum.

1.7 QUALIFICATION OF BIDDERS

- A. Within five (5) consecutive calendar days following bid opening, the

apparent low bidder shall submit with a properly executed Contractor's Qualification Statement as evidence to establish bidder's financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. This Statement shall include:

1. List of current projects.
2. List of projects completed within the past five years.
3. Experience of key individuals of the organization.
4. Trade and Bank references.
5. A recent financial statement to confirm that the bidder has suitable financial status to meet obligations incidental to performing the work. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If bidder's firm does, however, have audited statements, please include a copy with your bid.
6. A statement of cost for each major item of Work included in the Bid.
7. A designation of the Work to be performed by the Bidder with his/her own forces.
8. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Bidder will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the proposed Subcontractors. Prior to the award of the Contract, the Engineer will notify the Bidder in writing if either the City or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization on such lists. If Owner or Engineer has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his/her option, withdraw his/her Bid without forfeiture of Bid Security or provide an acceptable substitute. Subcontractors and other persons and organizations proposed by the Bidder and accepted by Owner and Engineer must be used on the Work for which they were proposed and accepted, and shall not be changed except with the written approval of Owner and the Engineer.

B. Bidders may be disqualified and their bids not considered for any of the following specific reasons:

1. Reason for believing collusion exists among bidders.
2. The bidder being interested in any litigation against Owner.
3. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
4. Lack of competency as revealed by the financial statement,

experience and equipment, questionnaires, or qualification statement.

5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.

C. Minimum Standards For Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery/ completion schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award;
6. not be on the State of Texas debarred vendor list; and
7. not be on the Federal list of excluded parties.

The City of Corinth may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

D. In determining to whom to award the Contract, the Owner may consider;

1. the purchase price;
2. the reputation of the bidder/contractor/vendor and of the bidder/contractor/vendor's goods or services;
3. the quality of the bidder/contractor/vendor's goods or services;
4. the extent to which the goods or services meet the Owner's needs;
5. the bidder/contractor/vendor's past relationship with the Owner;
6. the total long-term cost to the Owner to acquire the bidder/contractor/vendor's goods or services; and
7. any other relevant factors specifically listed in the Instruction to Bidders..

1.8 PREPARATION OF BID

- A. Bidder shall submit his/her Bid on the forms furnished by the Engineer. All blank spaces in forms shall be correctly filled in and the Bidder shall state the prices, written in words and in figures. Where there is discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If Bid is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the Bid is submitted by a firm, association or partnership, the name and address of each member must be given, and the Bid must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign Bids must be properly certified and must be in writing and submitted with the Bid.
- B. Bidder shall bear any/all costs associated with its preparation of any Bid, proposal or submittal.
- C. Public Information Act: The City of Corinth is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Bidders during the bidding process is subject to release under the Act.

1.9 BID SECURITY

- A. Each Bid must be accompanied by Bid Security (in accordance with instructions set forth in section 00100-Important Dates) made payable to Owner in an amount of five percent (5%) of the Bidder's maximum bid price and in the form of a Cashier's Check or a Bid Bond, duly executed by Bidder as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the Bidder will enter into a Contract and execute required Performance, Payment, and Maintenance Bonds within fifteen (15) consecutive calendar days of Notice of Award of Contract.
- B. The Bid Security of the Contractor will be retained until such Bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the Contractor fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) consecutive calendar days of Notice of Award of Contract, Owner may annul the award of Contract and the Bid Security of that bidder will be forfeited.
- C. The Bid Security of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until

the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the bid opening, whereupon, the Bid Security furnished by such bidders will be returned.

- D. Bid Security with bids which are not competitive will be returned after the contract award.
- E. Should the Bidder to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within fifteen (15) consecutive calendar days of Notice of Award of Contract, Owner may annul award of Contract and the Bid Security filed with the bid shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best bidder as it deems to be in the best interest of the City.
- F. Owner will have the right to retain the Bid Security of all bidders until either:
 - 1. the Contract has been executed and the bonds have been furnished, or
 - 2. the specified time has elapsed so that bids may be withdrawn, or
 - 3. all bids have been rejected.

1.10 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND, AND MAINTENANCE BOND

- A. The Contractor shall post with Owner, not later than fifteen (15) consecutive calendar days after Notice of Award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- B. The Contractor shall post with Owner, not later than fifteen (15) consecutive calendar days after Notice of Award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

- C. The Contractor shall post with Owner, not later than fifteen (15) consecutive calendar days after Notice of Award of Contract, a Maintenance Bond in the amount of one hundred percent (100%) of the total contract price covering defects of material and workmanship for two (2) calendar years following Owner's approval and acceptance of the construction. The Maintenance Bond shall be on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- D. The Contractor must demonstrate to Owner that it can secure the required performance, payment, and maintenance bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless bidder provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.
- E. The Contractor must file with the bonds, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- F. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

1.11 MODIFICATION AND WITHDRAWAL OF BID

- A. No bid, proposal, or submittal may be withdrawn or modified after the bid opening except where the award of the contract has been delayed beyond ninety (90) consecutive calendar days after date of bid opening or as per Texas Local Government Code, Title 8, Chapter 262, Subchapter C.,

Section 262.0305. Modifications after Award.

1.12 IRREGULAR BID

- A. It is understood that the City of Corinth, Texas reserves the right to accept or reject any and/or all Bids, proposals, or submittals for any or all products and/or services covered in an Invitation For Bid (IFB) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of The City of Corinth.

1.13 REJECTION OF BID

- A. The bidder acknowledges the right of Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of Owner to reject a bid if the bidder failed to furnish any required Bid Security, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

1.14 METHOD OF AWARD

- A. In evaluating bids, Owner will consider whether or not the bids comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, bidder's qualifications, bidder's proposed subcontractors, suppliers, etc., and other data as may be requested in the Bid Documents.
- B. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidder, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- C. If the contract is to be awarded, it will be awarded to the lowest and best responsible bidder whose evaluation, by Owner, indicates to be in the best interests of the project. If no alternates are selected by Owner, the Owner may award the contract to a responsible bidder who submits the lowest and best bid.
- D. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base bid plus any and/or all or none of the alternates.
- E. Owner anticipates award within ninety (90) consecutive calendar days after bid opening.
- F. The bid, when properly accepted by the City, shall constitute a Contract equally binding between the contractor and Owner. No different or

additional terms will become part of this Contract with the exception of a written Change Order, signed by both parties.

- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by The City of Corinth Purchasing Agent.

1.15 EXECUTION OF CONTRACT

- A. The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within fifteen (15) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor.

1.16 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Bidder to execute the required bonds or to sign the required Contract within fifteen (15) consecutive calendar days after the Contract is awarded, shall be considered by Owner as abandonment of his/her Bid, and Owner may annul the award, at the Owner's sole discretion.

1.17 PURCHASE ORDER

- A. A purchase order(s) shall be generated by Owner to the contractor. The purchase order number **must** appear on all itemized invoices. The City of Corinth will not be responsible for any orders placed or delivered without a valid purchase order number.

1.18 NOTICE TO PROCEED

- A. Upon the execution and delivery of Bonds, Executed Contract by Contractor, progress schedule, proof of insurance, and all other documents required prior to commencing work herein, Owner will issue a written Notice to Proceed to the Contractor requesting that he/she proceed with construction, and the Contractor shall commence work within fifteen (15) consecutive calendar days after the date of Notice to Proceed.

1.19 PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in accordance with the Contract, and payments shall be made in accordance with the Contract

Documents.

- B. Final Payment: Upon final completion and acceptance of the work, Owner shall pay the remainder of the contract price as recommended by Engineer, in accordance with Texas Government Code, Title 10, Subtitle F., Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days after the contractor has received payment from the City.
- C. The Contractor understands, acknowledges and agrees that if the Contractor subcontracts with a third party for services and/or material, the primary Contractor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Contractor by The City of Corinth for any payments owed to the third party.

1.20 AFFIDAVIT OF BILLS PAID

- A. Prior to final acceptance of this project by Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claims pending.

1.21 EXEMPTION FROM STATE OF TEXAS AND LOCAL SALES TAX ON MATERIALS

- A. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151, Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this Contract may purchase all materials, supplies, equipment consumed in the performance of this Contract by issuing to his/her suppliers an exemption certificate in lieu of the tax.

1.22 CONFLICT OF INTEREST

- A. No public official shall have interest, direct or indirect, in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

1.23 BID COMPLIANCE

- A. Bid must comply with all federal, state, county and local laws concerning this type of project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

- B. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- C. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

1.24 DRUG FREE

- A. All bidders shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 41 U.S.C. 701, to its employees and all sub-contractors to insure that Owner maintains a drug- free work place. The use, possession or being under the influence of drugs and/or alcohol while working on this bid project or while on City property is prohibited and may result in removal of an individual from the project and/or immediate termination of contract. The City reserves the right to review drug testing records of any personnel involved in this bid project. The City may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

SUBSTANCE	MAXIMUM LEVEL
Amphetamines	1000 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
THC (Marijuana) Metabolite	100 NG/ML
Methadone, Urinary	300 NG/ML
Methaquaone, Urine	300 NG/ML
Propoxyphene	300 NG/ML

1.25 INDEMNIFICATION

- A. The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the

Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract

1.26 CONSTRUCTION SCHEDULE

- A. The time for completion is set forth herein and will be included in the Contract. All work shall be completed within the consecutive calendar day count shown in the Contractor's bid.

The calendar day count shall commence fifteen (15) consecutive calendar days after the date of the Notice to Proceed.

- B. Prior to the issuance of the Notice to Proceed by Owner, the Contractor shall submit a detailed progress and schedule chart to Owner for review. This chart will be used to assure completion of the job within the number of consecutive calendar days stated in bid documents.

1.27 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be

entitled to make a claim for delay, impact or acceleration damages against the Owner.

1.28 DAMAGES

- A. Should the contractor fail to complete the project within the specified completion schedule the sum of \$200.00 per calendar day will be deducted from the moneys due the contractor for the work. This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages. An extension of time may be allowed for delays beyond the control of the contractor at the discretion of Owner.

1.29 TERMINATION

This contract shall remain in effect until any of the following occurs:

- A. completion of project;
- B. acceptance of work ordered; or
- C. termination by either party pursuant to the terms of the Contract with a thirty (30) days written notice prior to cancellation that must state therein the reasons for such cancellation.
- D. Breach of the contract by the Contractor for failure
 - 1. to meet completion schedules, or
 - 2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

1.30 PATENTS - COPYRIGHTS

- A. The Contractor agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to a contractor for any/all suits arising on the grounds of patent(s) or copyright(s) infringement.

1.31 VENUE; GOVERNING LAW

- A. This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Denton County, Texas.

1.32 ASSIGNMENT

- A. The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from the City of Corinth Commissioners' Court.

1.33 SILENCE OF SPECIFICATION

- A. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

1.34 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Bid(s) containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the bidder without being considered.

1.35 ESTIMATES OF QUANTITIES

- A. The quantities listed in the Bid Form will be considered as approximate and will be used for the comparison of bids. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the Contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents.

1.36 PERMITS

- A. Contractor shall be responsible for obtaining all necessary permits.
- B. Fees for permits required by the City of Corinth are waived.

1.37 MATERIALS TESTING

- A. Owner will be responsible for all materials testing.

1.38 WAGE SCALE

- A. In accordance with Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project,

and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX170289

09/08/2017 TX289 Superseded General Decision Number:

TX20160289

State: Texas

Construction Type:

Building County:

Denton County in

Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

- 0 01/06/2017
- 1 01/27/2017
- 2 04/07/2017
- 3 04/14/2017
- 4 08/25/2017
- 5 09/08/2017

ASBE0021-011 06/01/2016

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR
(Duct, Pipe and Mechanical System Insulation)....

\$ 24.32 7.52

BOIL0074-003 01/01/2017

Rates Fringes

BOILERMAKER.....	\$ 28.00	22.35

CARP1421-002 04/01/2016	Rates	Fringes
MILLWRIGHT.....	\$ 26.60	8.65

ELEV0021-006 01/01/2017	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.77	31.585+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2014	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

* IRON0263-005 06/01/2017	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.25	7.32

PLUM0100-005 05/01/2017	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.19	11.31
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.19	11.31

SUTX2014-015 07/21/2014	Rates	Fringes

BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING Operator (Striping Machine)....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 12.22	0.00

LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97

SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new

survey is conducted. Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction
Wage Determinations Wage
and Hour Division
U.S. Department of Labor
200
Constitution
Avenue, N.W.
Washington,
DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200
Constitution
Avenue, N.W.
Washington,
DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to

the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200
Constitution
Avenue, N.W.
Washington,
DC 20210

4.) All decisions by the Administrative Review Board are final.

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===== END OF GENERAL DECISION

- B. Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.
- C. For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.
- D. For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.
- E. Under the provisions of Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.
- F. If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work.

1.39 The City of Corinth Public Works Director shall serve as Contract Administrator or shall supervise agents designated by The City of Corinth.

- 1.40 All warranties shall be stated as required in the Uniform Commercial Code.
- 1.41 The Contractor and The City of Corinth agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 1.42 Contractor shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between The City of Corinth and Contractor for purposes of solicitation. As exception, Contractor may refer to The City of Corinth as an evaluating reference for purposes of establishing a contract with other entities.
- 1.43 Contractor shall provide The City of Corinth with diagnostic access tools at no additional cost to The City, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 1.44 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 1.45 CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the City of Corinth Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 1.46 Contractors doing business with Owner agree to comply with Federal Executive Order 13465 E- Verify. It is OWNER's intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractor's process to verify enrollment compliance.
- 1.47 INSURANCE REQUIREMENTS

A. Definition

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such

insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

B. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

C. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.
 - 2. Workers Compensation and Employer’s Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 - 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- E. Acceptability of Insurers: The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.
 - F. Verification of Coverage: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - G. Insurance Waiver Request. Vendors/contractors requesting a waiver of the minimum limits of insurance identified in Section 1.47.H.2 must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

H. CONSTRUCTION SERVICES REQUIREMENTS

- 1. Definition: Construction Services are defined as services for construction projects, including but not limited to: General

Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

2. Minimum Limits of Insurance:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.47.B.1.
- b. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
- c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
- d. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
- e. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

1.48 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company

that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a City of Corinth solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

1.49 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist

Organization. This Act is effective September 1, 2017.

1.50 HB 1295 Instructions for Vendors & Bidders

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 “Certificate of Interested Parties” and submit a certificate of filing to the City, before the contract can be awarded. “Contract” includes new contracts, amendments, renewals, extensions, purchase orders, and cooperative purchases. The requirement will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the submittal requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short “Logging In the First Time – Business User” and “How To Create a Certificate” videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295. Bidders Must include a copy of signed form with bid submittal.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

Section 00410-Bid Form

Corinth, Texas

Bid Information

Bid Owner Cindy Troyer, C.P.M., A.P.P.
 Email purchasing@cityofcorinth.com
 Phone (940) 498-3286
 Fax (940) 498-7578

Bid Number 1124
 Title City Of Corinth Public Works
 And Lake Cities Fire Department
 Site Improvements

Bid Type IFB
 Issue Date 01/30/2019
 Close Date 02/28/2019 02:00:00 PM (CT)

Contact Information

Address 3300 Corinth Parkway
 Corinth, TX 76208

Contact Cindy Troyer, C.P.M., A.P.P.
 Department Purchasing
 Building City Hall Building
 Floor/Room Ste. 2nd Floor

Telephone (940) 498-3286
 Fax (940) 498-7578
 Email purchasing@cityofcorinth.com

Ship to Information

Address 3300 Corinth Parkway
 Corinth, TX 76208

Contact Cindy Troyer, C.P.M., A.P.P.
 Department Purchasing
 Building City Hall
 Floor/Room 2nd Floor

Telephone (940) 498-3286
 Fax (940) 498-7578
 Email purchasing@cityofcorinth.com

Supplier Information

Supplier Notes

Company Name	
Contact Name	
Address	
Telephone	
Fax	
Email	

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature _____ Date ____ / ____ / ____

Bid Notes

Bid Activities

Date	Name	Description
	Mandatory Pre-Bid Conference	There will be no pre-bid meeting. Site visits may be scheduled by appointment only by contacting Cody Collier at (940) 498-7510.
02/28/2019 02:00 PM (CT)	Intent to Bid	Do you intend to submit a bid?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	LEGAL NOTICE	Legal Notice
Header	Corinth Bid Book	Specification
Header	Corinth Plan Set	s Plan Set

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Section 00410-Bid Schedule
2	YES	Bid Security: The original Bid Security shall be received in the City of Corinth Purchasing Department with bid submittal.
3	NO	W-9
4	YES	Conflict of Interest Questionnaire
5	YES	Form 1295: must be filed electronically on Texas Ethics Commission Website, signed and submitted with bid.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Calendar Days Bid-Base Bid	Please state the consecutive calendar days bid for the Base Bid.	_____ (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
3	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	_____ (Required)
4	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
5	Reference No. 1	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)
6	Reference No. 2	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)
7	Reference No. 3	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)
8	Preferential Treatment	The City of Corinth, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252,	_____ (Required)

Subchapter A).

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____(Required)

Please initial.

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with _____(Required) the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by the City of Corinth.

Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of the City of Corinth no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. _____(Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the City of Corinth, Purchasing Department, located at 3300 Corinth Parkway, Corinth, TX 76028.

Please initial.

- 12 Anti-Collusion Statement Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. _____(Required)
- No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.
- Please initial.
- 13 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties. The City of Corinth requires this be included in Contractor's bid submittal. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. _____(Required)
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 14 Bid Security Acknowledgement Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 00200 – Instructions to Bidders. _____(Required)
- Please initial.
- 15 Construction Acknowledgement Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Important Dates, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. _____(Required).

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within fifteen (15) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial.

**Base Bid
PUBLIC WORKS IMPROVEMENTS**

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ _____ (Required)

Item Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes: _____

Item #	Attributes Name	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	
2	Total Material Cost Incorporated in Project		\$
3	Total Material Cost Incorporated in Project – Written in Words		
4	Total Labor Cost Incorporated in Project		\$
5	Total Labor Cost Incorporated in Project – Written in Words		

Base Bid
LCFD PRACTICE FACILITY

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ _____ (Required)

Item Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes: _____

Item #	Attributes	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	
2	Total Material Cost Incorporated in Project		\$ _____
3	Total Material Cost Incorporated in Project – Written in Words		
4	Total Labor Cost Incorporated in Project		\$ _____
5	Total Labor Cost Incorporated in Project – Written in Words		

SECTION 00430 - BID BOND

STATE OF TEXAS §
DENTON COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

SIGNED, SEALED and DATED this day of _____ 20 _____.

WHEREAS, the Principal is herewith submitting its proposal for BID NO. 1124, CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS

The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Address: _____

Phone Number: _____

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.

SECTION 00500 - CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between _____, a _____ corporation (hereinafter referred to as “Contractor”), and **CORINTH, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as “City” or “OWNER”), to be effective from and after the date hereinafter provided.

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

CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of (\$ _____).

EFFECTIVE DATE

This Construction Agreement, having been previously approved by the City of Corinth City Council, shall be effective upon the date of delivery and execution by Contractor, provided the City executes the same within ten (10) consecutive calendar days after said delivery and execution by Contractor.

I. CONTRACT GENERAL PROVISIONS

1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

Addendum, Bulletin or Letter of Clarification: Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

Contract or Contract Documents: The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Important Dates, Instructions to Bidders, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

CONTRACTOR: The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

Other CONTRACTORS: Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

Contract Work or Work: Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

Engineer: The term “Engineer” means the Engineer or his duly authorized representative. The Engineer shall be understood to be the Engineer of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer and the CONTRACTOR.

Extra Work: Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

Change Order: A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

Contract Price: The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

OWNER’S Representative: The Engineer or other duly authorized assistant, agent, engineer, inspector or superintendent acting within the scope of their particular duties.

Drawings or Contract Drawings: Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

Specifications: Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

Inspector: Any representative of the OWNER designated to inspect the work.

Materialman or Supplier: Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.

Notice: Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

OWNER: CORINTH, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

Payment Bond: A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

Performance Bond: A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

Maintenance Bond: A bond executed by a corporate surety for 100% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

Project: The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

Proposal: The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal bids for the Work are to be proposed.

Plan, or Plans: The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

Special Provisions or Conditions: The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking precedence over any conditions or requirements of the standard or general specifications with which

they are in conflict.

Specifications or Contract Specifications: All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

Site: The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

Subcontractors: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

The Work: All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

Directed, Required, Approved and Words of Like Import: Whenever they apply to the Work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

Equal: Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the "or equal" clause. Substitution of Materials shall be determined by the Engineer at his or her discretion, and approved by the Owner.

Working Time, Completion Time or Contract Time: The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

Calendar Day or Days: Any successive days of the week or month, no days being excepted.

Working Day: A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Approved working hours are from 7:00am to 7:00pm, CST. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on

Saturdays if he so desires, however permission of the OWNER shall be necessary if the CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

CONTRACT DOCUMENTS

- 1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:
- A. This written Construction Agreement, including any changes or modifications;
 - B. All addenda including the following listed and numbered addenda: Addendum No. 1 dated ___ Received ___ Addendum No. 2 dated ___ Received ___ Addendum No. 3 dated ___ Received ___
 - C. Important Dates, Instructions to Bidder, the Invitation to Bid and Bid Form;
 - D. The Special/Supplemental Conditions;
 - E. The Specifications and the Project Drawings (if any);
 - F. The Construction Details shown on plans;
 - G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, November 2017 edition and all subsequent addendums;
 - H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
 - I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
 - J. The Maintenance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price.

1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through I above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supersedes all prior negotiations, and representations by either party.

1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written Change Order to be issued in accordance with the Contract Documents.

1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the Architect or Engineer shall be permitted to make such corrections or interpretations as may be necessary for the

fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

II. THE WORK

2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with BID NO. 1124, CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION.

2.2 CHANGE OR MODIFICATION OF CONTRACT

2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Engineer.

2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the

Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or extra work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is extra work or additional work and not Contract Work, or

(c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or extra work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

III. CONTRACTORS RESPONSIBILITIES

3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the bidding documents;

(d) That he is familiar with and understands all laws and regulations applicable to the work; and
(e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the work.

3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.
- C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.
- D. The CONTRACTOR shall provide, review, approve and submit to the Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed in accordance with

submittals approved by the Engineer. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER or Engineer in approving Shop Drawings, Product Data, samples or any other submittals.

- E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- F. As the Engineer's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.
- G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any "approved" copies of shop drawings bearing the approval of the Engineer are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.
- H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.
- I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Engineer. All such portions of the work shall be in accordance with approved submittals.

3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish

and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms, attached hereto as Section 00610 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

- A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.
- B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.
- C. Maintenance Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the project against defects of material and workmanship for a period of two (2) calendar years following the Owner's approval and acceptance of the construction.
- D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to

reject any and all sureties.

- E. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. Permit fees required by the City of Corinth are waived. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

3.1.4 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER or Engineer to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

3.2 CONTRACTOR'S RESPONSIBILITIES

3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or
- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Engineer and shall not proceed without further instructions.

3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER or Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of

submittals that allows for a reasonable time for the OWNER or Engineer to review the submittals so as not to delay the Project.

3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than fifteen (15) days from the date specified in the purchase or work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

- A. the name and number of each workman employed on such extra work or engaged in complying with such determination or order, the character of extra work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and
- B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such extra work or in complying with such determination or order, and from who purchased or rented.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection and audit by designated OWNER representatives for a minimum period of three (3) years following final payment or termination of contract any and all of his books, vouchers, records, daily job diaries and reports,

canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

3.3 QUALITY OF WORK

3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials

immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

3.4 LEGAL RESPONSIBILITIES

3.4.1 PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The

CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

3.4.2 INDEMNIFICATION

The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

3.5.1 SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the

CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work. The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

3.5.4 WAGE SCALE

In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX170289 09/08/2017 TX289 Superseded General Decision

Number: TX20160289 State: Texas

Construction Type: Building County: Denton County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/06/2017
1	01/27/2017
2	04/07/2017
3	04/14/2017
4	08/25/2017
5	09/08/2017

ASBE0021-011 06/01/2016 Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR
(Duct, Pipe and Mechanical System Insulation).... \$ 24.32 7.52

BOIL0074-003 01/01/2017 Rates Fringes

BOILERMAKER..... \$ 28.00 22.35

CARP1421-002 04/01/2016 Rates Fringes

MILLWRIGHT..... \$ 26.60 8.65

ELEV0021-006 01/01/2017 Rates Fringes

ELEVATOR MECHANIC..... \$ 38.77 31.585+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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ENGI0178-005 06/01/2014		
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

* IRON0263-005 06/01/2017	Rates	Fringes

IRONWORKER (ORNAMENTAL AND STRUCTURAL).....\$ 23.25 7.32

PLUM0100-005 05/01/2017 Rates Fringes

HVAC MECHANIC (HVAC Unit Installation Only)..... \$ 30.19 11.31
PIPEFITTER (Excludes HVAC Pipe Installation)..... \$ 30.19 11.31

SUTX2014-015 07/21/2014 Rates		Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35

LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97

SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union

average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example:

SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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= END OF GENERAL DECISION

Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER’S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractor’s process to verify enrollment compliance.

3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

3.5.7 RAILWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Engineer may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time

only for unavoidable delays verified by the Engineer; however, no increase in the Contract Price shall be due the CONTRACTOR.

3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor

shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the OWNER, and shall cease when the certificate of

acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

3.6.3 STORM WATER PROTECTION

The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

3.6.4 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY; PUBLIC CONVENIENCE AND SAFETY;

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and the Instructions to Bidders regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be solely responsible for, the construction means and

methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work and the Project.

3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.7.1.1 "OR EQUAL" CLAUSE

- A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Engineer determines shall perform adequately the duties imposed by the general design or which the Engineer deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Engineer before proceeding with such substitution.
- B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the

materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Engineer.

3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.

3.8 WARRANTIES

3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

The CONTRACTOR shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the OWNER.

3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S

right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

IV. INSURANCE

4.1. Definition

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

4.2. Minimum Scope of Insurance: Coverage shall be at least as broad as:

4.2.1 ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

- A. Premises/Operations
- B. Broad Form Contractual Liability
- C. Products and Completed Operations
- D. Personal Injury
- E. Broad Form Property Damage

4.2.2 Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

4.2.3 Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

4.2.4 Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

4.3. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

4.4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

4.4.1. General Liability and Automobile Liability Coverage:

- A. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- B. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- D. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.

4.4.2. Workers Compensation and Employer’s Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

4.4.3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4.5. Acceptability of Insurers: The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.

4.6. Verification of Coverage: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.7. Insurance Waiver Request. Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 4.8.2 must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor

must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

4.8. CONSTRUCTION SERVICES REQUIREMENTS

4.8.1. Definition: Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

4.8.2. Minimum Limits of Insurance:

A. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 4.2.1.

B. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.

C. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

D. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.

E. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

V. OWNERS RIGHTS AND RESPONSIBILITIES MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS

5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

5.2 MONTHLY ESTIMATES

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not

incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20th day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. The Engineer shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Engineer shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no

lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any, Engineer, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- K. use of subcontractors without the OWNER'S approval or,
- L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

5.2.7 PAYMENT FOR EXTRA WORK

The extra work done by the CONTRACTOR as authorized and approved by the Engineer shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work.

Payment for extra work shall be made by one of the following methods:

- A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.
- B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer's warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer's warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the or Engineer.

5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Engineer that the improvement is ready for final

inspection. The Engineer shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.

5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

5.4 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE

5.4.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

5.4.2 REASONS FOR SUSPENSION

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,

- C. to coordinate the work of separate contractors at the job site,
- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or
- F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

5.4.3 NO ADDITIONAL COMPENSATION

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

- A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and
- B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and
- C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

5.4.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that

the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER's acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

5.5 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

5.5.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within fifteen (15) consecutive calendar days after receiving from City a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

5.5.2 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

Two Hundred Dollars and Zero Cents (\$200.00)

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

5.5.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

5.6 TERMINATION FOR CONVENIENCE OF THE OWNER

5.6.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

5.6.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER or Engineer, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER or Engineer:
 1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
 2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- F. take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as

to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Engineer. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

5.6.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Engineer in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

5.6.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

5.6.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

5.6.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

5.6.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

5.6.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

5.7 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 15 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or

discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Engineer as provided for in the specifications;
- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due

the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

5.8 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

5.9 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason

of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

VI. AUTHORITY OF THE ENGINEER

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

6.2 OWNER'S REPRESENTATIVES

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Engineer may act as the Owner's representative for purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

6.3 INSPECTIONS OF WORK PROGRESS

The Engineer shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Engineer shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Engineer will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

6.4 CONSTRUCTION STAKES

No horizontal or vertical control is established for this project. Dimensions shown in the plans are approximate in nature. Contractor shall stake for Owner approval the begin and end location of each segment of work.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking.

6.5 APPROVAL OF SUBMITTALS

The Engineer shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Engineer's review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Engineer's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

VII. CLAIMS OR DISPUTES

7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

VIII. MISCELLANEOUS PROVISIONS

8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

8.2 SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval

of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Denton County, Texas.

8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Engineer, or OWNER; any order, measurement, quantity or certificate by the Engineer; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the contract or any power

therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, the City of Corinth, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, the City of Corinth, and the CONTRACTOR.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, the City of Corinth, should any part

be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.14 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, ___ on this day personally appeared _____
_____, of _____, a _____ corporation, known to me (or
proved to me on the oath of) _____ or through _____
(description of identity card or other document) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of
the corporation, for the purposes and consideration therein expressed and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2019

Notary Public, State of Texas

Printed Name

My Commission expires on the ___ day of __, _____.

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, ___ on this day personally appeared _____
_____, City Manager of Corinth, TEXAS, a political subdivision of the State of Texas, known to me
(or proved to me on the oath of) __ or through _____
_____(description of identity card or other document) to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he/she executed the same as the act and
deed of CORINTH, TEXAS, for the purposes and consideration therein expressed and in the
capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of __, 2019.

Notary Public, State of Texas

Printed Name

My Commission expires on the ___ day of __, _____.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

CONTRACTOR:

By: _____

Date: _____

ATTEST:

Secretary

CORINTH, TEXAS:

By: _____
Bob Hart, City Manager

Date: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

SECTION 00510 - CONFLICT OF INTEREST

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with City of Corinth, including family, business, and financial relationships such persons may have with City of Corinth officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with the City of Corinth that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Corinth who does not comply with this practice may risk award consideration of any City contract.

For a listing of current Corinth leadership:

<https://www.cityofcorinth.com/27/Our-Government>

The following City Officials and Appointees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bob Hart – City Manager

Cody Collier – Director of Public Works Operations

Helen-Eve Liebman, Planning & Development Director

Purchasing:

Cindy Troyer – Purchasing Agent

City Council:

Bill Heidemann – Mayor

Sam Burke Mayor Pro Tem, Place 1

Scott Garber – Place II

Lowell Johnson – Place III

Tina Henderon – Place IV

Don Glockel – Place V

SECTION 00530 - CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

REV 9/1/2017

SECTION 00610 – PERFORMANCE BOND

STATE OF TEXAS§

COUNTY OF DENTON§

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____ and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10- percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of BID NO. 1124, CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS

CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 201_____.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Note: Date of Bond must NOT be prior to date of Contract.

Address: _____

Phone Number: _____

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SECTION 00610 – PAYMENT BOND

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____-of the City of _____ County of _____, and State of _____,(hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____(hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of BID NO. 1124, CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____ 201____.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of Contract.

WITNESS

WITNESS

PRINCIPAL

Printed/Typed Name _____
Title: _____
Company: _____
Address: _____

SURETY

Printed/Typed Name _____
Title: _____
Company: _____
Address: _____

SECTION 00610 – MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of BID NO. 1124, CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and labor and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 201_____.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Note: Date of Bond must NOT be prior to date of Contract.

Address: _____

Phone Number: _____

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SECTION 00800 – PROJECT SPECIFICATIONS

SECTION 00800 – PROJECT SPECIFICATIONS

North Central Texas Council of Governments Specifications

This Project has adopted the November, 2017 Fifth Edition of the *Public Works Construction Standards for North Central Texas* as amended and published by the North Central Texas Council of Governments (the "NCTCOG Specifications"). The NCTCOG Specifications apply to this Project, except as noted herein. In the case of a contradiction between the NCTCOG Specifications and these Contract Documents, the information in these Contract Documents shall control.

Bidders are specifically directed to become thoroughly familiar with the NCTCOG Specifications prior to submitting a bid. The NCTCOG Specifications may be viewed at: <https://www.nctcog.org/envir/public-works/construction-standards>

Instructions for purchasing the NCTCOG Specifications can be found at the above web address.

Unless otherwise specifically noted on the Plans, or in these Specifications, all applicable sections of the NCTCOG Specifications are in effect. NCTCOG Specifications used for this Project include, but are not limited to:

N-201	Site Protection
N-203	Site Preparation
N-204	Landscaping
N-301	Subgrade, subbase, and base preparation
N-303	Portland Cement Concrete Pavement
N-305	Miscellaneous Roadway Construction
N-500	Underground Construction & Appurtenances
N-501	Reinforced Concrete Culvert, Storm Drain, Pipe and Box Section
N-801	Barriers, Warning, Detour Signs, and Fences
N-802	Steps and Retaining Walls
N-804	Painting and Other Protective Treatments: Pavement Marking

SECTION 00800 – PROJECT SPECIFICATIONS

Texas Department of Transportation Specifications

This Project has adopted the November, 2014 Edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* as amended and published by the Texas Department of Transportation (the “TxDOT Specifications”). The TxDOT Specifications apply to this Project, except as noted herein. In the case of a contradiction between the TxDOT Specifications and these Contract Documents, the information in these Contract Documents shall control.

Bidders are specifically directed to become thoroughly familiar with the TxDOT Specifications prior to submitting a bid. The TxDOT Specifications may be viewed at: <https://www.txdot.gov/business/resources/txdot-specifications.html>.

Instructions for purchasing the TxDOT Specifications can be found at the above web address.

Unless otherwise specifically noted on the Plans, or in these Specifications, all applicable sections of the TxDOT Specifications are in effect. TxDOT Specifications used for this Project include, but are not limited to:

TxDOT Item 104	Removing Concrete
TxDOT Item 402	Trench Excavation Protection
TxDOT Item 450	Railing
TxDOT Item 496	Remove Structure
TxDOT Item 500	Mobilization
TxDOT Item 506	Temporary Erosion, Sedimentation, and Environmental Controls
TxDOT Item 644	Small Roadside Sign Assemblies
TxDOT Item 677	Eliminating Existing Pavement Markings and Markers

SECTION 00900 – SPECIAL CONDITIONS

SECTION 00900 - SPECIAL CONDITIONS

SC.01 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

1. Before beginning Work on this Project, the CONTRACTOR shall submit, for approval by the Owner, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on trails, streets, roads and driveways along, across and adjacent to the Work. If at any time during the construction, the CONTRACTOR's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the CONTRACTOR shall immediately change his operations to correct the unsatisfactory conditions and submit a revised plan of operations for approval to the Owner, CONTRACTOR shall provide Owner at least 72 hours advance written notice of any road or lane closure, and obtain Owner's written approval of such road or lane closure prior to closing said road or lane segment.
2. Safety - The CONTRACTOR shall provide, construct and maintain barricades and signs at locations set out in the Plans and in the Special Conditions. In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Owner, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

The CONTRACTOR shall keep traveled surfaces used in his hauling operation clear and free of dirt or other material.

The CONTRACTOR shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR's personnel.

The CONTRACTOR shall arrange his work so that stored machinery or equipment are confined to areas approved by the Owner.

SC.02 HAZARDOUS MATERIAL(S) INCIDENT

If any acts of the CONTRACTOR or its agents or employees cause County or City forces to respond to a hazardous materials incident, the CONTRACTOR will be assessed for the expenses incurred. All charges will be deducted from the CONTRACTOR's monthly estimate per the Contract Documents.

SC.03 EXISTING FACILITIES

The CONTRACTOR is responsible for contacting all private and public utilities for determining the location of existing facilities and compliance with the State of Texas' "call before you dig" program mandated by Texas Utility Code Chapter 251 prior to any digging or excavation.

SECTION 00900 – SPECIAL CONDITIONS

SC.04 STREET CLEANUP

CONTRACTOR shall be responsible for keeping streets adjacent to the Project free of mud and construction debris at all times or as requested by the Owner. The CONTRACTOR shall not use a power broom type device on streets outside the construction improvements. The CONTRACTOR shall utilize a mechanical or air generated pickup broom with water application.

SC.05 UTILITY SUPPORT

All costs associated with existing utility support shall be considered subsidiary to the other bid items.

SC.06 RESTORATION

1. Restore the Project site to conditions not less than that existing prior to starting construction unless otherwise required by these Specifications, Permits and/or Licenses, or shown on the Plans.
 - a. Private property over which the OWNER has prior rights (i.e. access easement, utility easement, sewer easement) and / or has obtained rights-of-way, agreements, licenses and/or agreements from the property owner to allow construction shall be restored in conformance with the Contract Documents.
 - b. No restoration shall occur until testing is completed and accepted by the OWNER's Representative.

SC.07 REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION

The project plans have been reviewed for conformance with the accessibility standards adopted by the Texas Department of Licensing and Regulation (TDLR) for purposes of ensuring compliance with the Texas Government Code, Chapter 469. The Architectural Barriers Project Registration Number is EABPRJB8800581. The project is eligible for inspection approval if constructed in accordance with the 2012 TDLR/Texas Accessibility Standards. The CONTRACTOR shall notify the OWNER when construction is complete. The OWNER shall request an inspection by a RAS no later than thirty (30) days after the completion of construction. All inspection items must be addressed to the satisfaction of the CITY prior to issuing final payment to the CONTRACTOR.

SECTION 00900 – SPECIAL CONDITIONS

SC.08 MATERIALS TESTING REQUIREMENTS

The following inspection and testing protocol shall be implemented:

- Subgrade:
 - 2 proctors
 - Observe undercutting of proposed building pad and retaining wall.
 - Proofrolling pavement subgrade
 - Mixture Design for Lime Treated Material
 - Gradation Testing for Lime Treated Material one test per 5,000 sf
 - Compaction Testing for Building Pad Subgrade with a frequency of 1 test per 2,500 sf, minimum of 4.
 - Compaction Testing for Retaining Wall Foundation with a frequency of 1 test per 2,500 sf, minimum of 3.
- Select Fill:
 - 2 proctors for each imported material type
 - Compaction Testing for Foundation/Building Pad Backfill with a frequency of 1 test per 2,500 sf per 6” lift, minimum of 2 per lift.
 - Compaction Testing for Pavement Embankment with a frequency of 1 test per 5,000 sf per 6” lift, minimum of 2 per lift.
 - Compaction Testing for Utility backfill, 1 Test per 6” lift every 100 lf of trench.
 - Compaction Testing for Retaining Wall Backfill with a frequency of 1 test per 2,500 sf per 6” lift, minimum of 2 per lift.
- Flexible Base:
 - 2 proctors
 - Compaction Testing for Flexible Base with a frequency of 1 test per 5,000 sf per 7” lift, minimum 2 per lift.
- Concrete:
 - Concrete Testing to include one test per 100 cy to include Slump, Air, Strength and Durability Testing, minimum 1 set of tests per day per class of concrete placed.
 - Reinforced Steel Observation and Testing.

SC.09 ASBESTOS STATEMENT

A Phase I Environmental Site Assessment & Asbestos Survey was conducted by Berg-Oliver Associates, Inc., May 2018 (Report No 10588H-P1). A Limited Asbestos Inspection was

SECTION 00900 – SPECIAL CONDITIONS

performed in conformance with the scope and limitations of the Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards for Hazardous Air Pollutants (Title 40 CFR, Part 61) for any exterior samples required. Fifteen (15) samples were collected from suspect locations and no samples were identified as containing more than 1% asbestos. Unless other suspect materials are uncovered during the proposed renovation of the building, **No further action regarding asbestos appears necessary.**

SC.10 ARCHITECTURAL PLANS

All project details and specifications relating to the construction and materials for the New Storage Building are found in City of Corinth Public Works Department New Storage Building plan set. Contractor to provide all materials, equipment, labor allowances and incidentals necessary for the construction of the City of Corinth Public Works Storage Building (as per Plans).

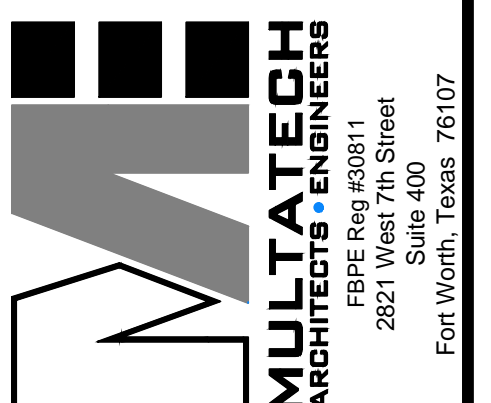


CITY OF CORINTH - PUBLIC WORKS DEPARTMENT NEW STORAGE BUILDING

1200 NORTH CORINTH STREET
CORINTH, TEXAS 76208

TAS/TDLR #: EABPRJB8824417

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



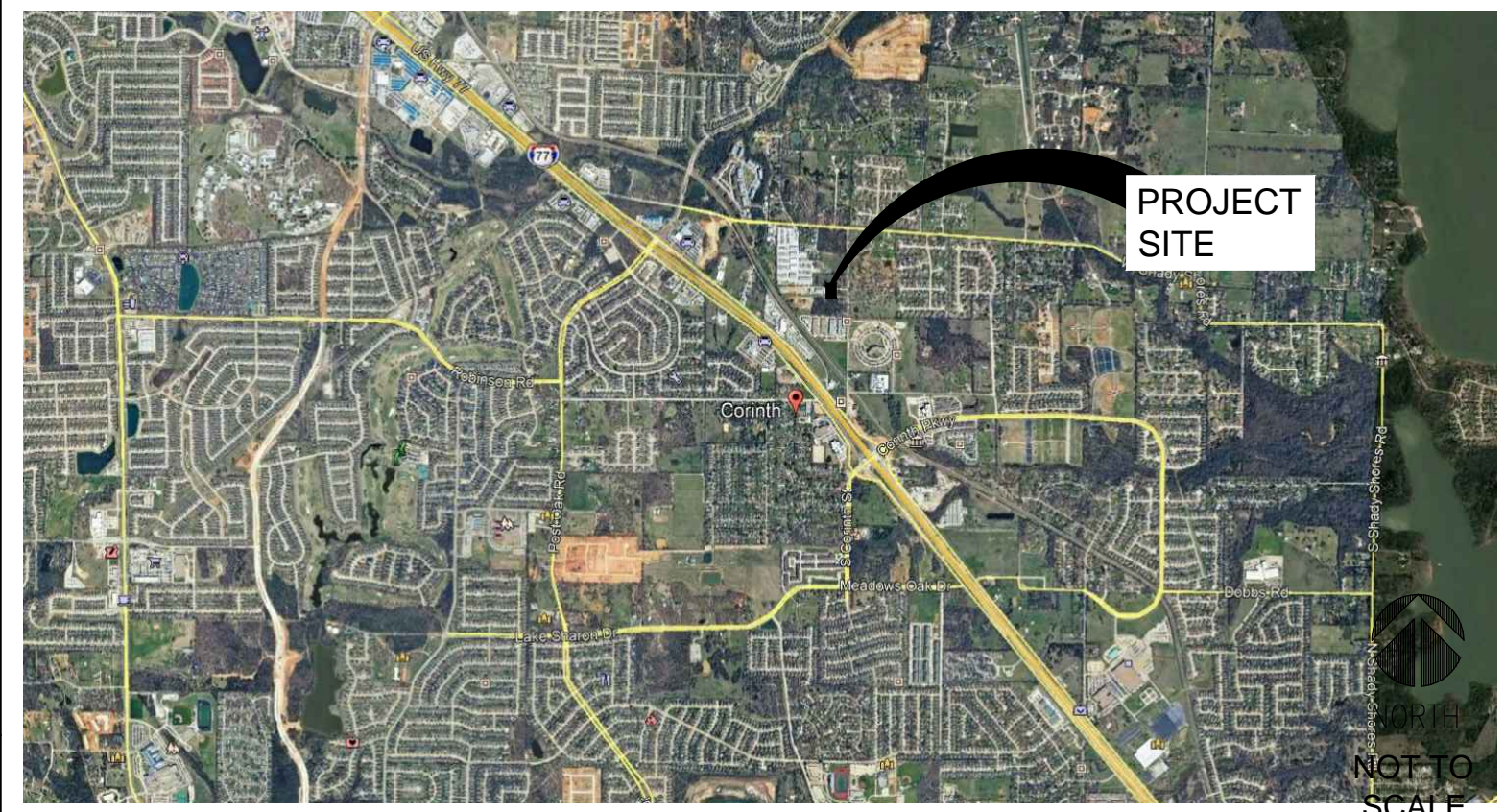
P R O J E C T C O N T A C T S

ABBREVIATIONS	CLIENT	CONSTRUCTION MANAGER	CIVIL ENGINEER	ARCHITECT	STRUCTURAL ENGINEER	MECHANICAL/PLUMBING ENGINEER	ELECTRICAL ENGINEER
ADA AMERICANS WITH DISABILITIES ACT A.F.C. ABOVE FINISHED CEILING A.F.F. ABOVE FINISHED FLOOR B.O. BOTTOM OF BD. BOARD BLDG. BUILDING CONST. CONSTRUCTION C.J. CONSTRUCTION JOINT CMU CONCRETE MASONRY UNIT CONC. CONCRETE CONT. CONTINUOUS EA. EACH ELECT. ELECTRICAL EJ. EXPANSION JOINT EQ. EQUAL EQUIP. EQUIPMENT EXIST. EXISTING EXP. EXPANSION FD. FLOOR DRAIN F.F.E. FINISHED FLOOR ELEVATION F.O.C. FACE OF CONCRETE F.O.G. FACE OF GIRT F.O.P. FACE OF PANEL GA. GAGE G.C. GENERAL CONTRACTOR GYP. BD. GYPSUM WALL BOARD HC. HANDICAP HT. HEIGHT IBC. INTERNATIONAL BUILDING CODE MAX. MAXIMUM MECH. MECHANICAL MFG. MANUFACTURER MIN. MINIMUM M.R. GYP. BD. MOISTURE RESISTANT GYPSUM BOARD HVAC HEATING, VENTILATION AND AIR CONDITIONING M.O. NOMINAL MASONRY OPENING MTL. METAL N.T.S. NOT TO SCALE O.C. ON CENTER O.D. OVERFLOW DRAIN O.H. OPPOSITE HAND P.E.M.B. PRE-ENGINEER METAL BUILDING PLAM. PLASTIC LAMINATE PLUMB. PLUMBING P.J. PANEL JOINT PVMT. PAVEMENT R.D. ROOF DRAIN RE. REFER RM. ROOM NAME SA. SOUND ATTENUATION SIM. SIMILAR S.F. SQUARE FEET S.S.R. STANDING SEAM ROOF STL. STEEL STRUCT. STRUCTURAL TAS. TEXAS ACCESSIBILITY STANDARDS T.B.D. TO BE DETERMINE T.O. TOP OF TYP. TYPICAL U.N.O. UNLESS NOTED OTHERWISE U.L. UNDERWRITERS LABOR VCT. VINYL COMPOSITE VIF. VERIFY IN FIELD WRB. WEATHER RESISTANT BARRIER	CITY OF CORINTH 1200 North Corinth Street Corinth, Texas 76208 CONTACT: CODY COLLIER PHONE: 940-498-7510 EMAIL: Cody.Collier@CityofCorinth.com		LAMB-STAR ENGINEERING, LP 5700 W. Plano Parkway, Suite 1000 Plano, TX 75093 CONTACT: JILL VAN HOEWYK PHONE: (214) 440.3630 FAX: (817) 877-4245 E-MAIL: Jill.VanHoewyk@lamb-star.com	MULTATECH 2821 West 7th Street, Suite 500 Fort Worth, TX 76107 CONTACT: STEVEN TIBERG PHONE: (817) 877-5571 FAX: (817) 877-4245 E-MAIL: STiberg@Multatech.com	THE SADLER GROUP 500 Main Street, Suite 700 Fort Worth, TX 76102 CONTACT: TOM SADLER PHONE: 817.332.1074 FAX: 817.338.0335 EMAIL: Tom@TheSadlerGroup.com	SUMMIT CONSULTANTS, INC. 1300 Summit Avenue, Suite 500 Fort Worth, TX 76102 CONTACT: PHONE: (817) 878-4242 FAX: E-MAIL: ?@SummitMEP.com	MULTATECH 2821 West 7th Street, Suite 400 Fort Worth, TX 76107 CONTACT: HARRY WYNNIE PHONE: (817) 877-5571 FAX: (817) 877-4245 E-MAIL: HWynne@Multatech.com

GENERAL PROJECT SCOPE

PROVIDE A NEW 2800 SQUARE FOOT
PRE-ENGINEERED METAL BUILDING SHOP.

VICINITY MAP



SHEET INDEX

		SUBMITTAL 05.30.2018	SUBMITTAL 07.05.2018	SUBMITTAL 08.24.2018		SUBMITTAL 05.30.2018	SUBMITTAL 07.05.2018	SUBMITTAL 08.24.2018
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ARCHITECTURAL SYMBOLS

000A	DOOR NUMBER
1	KEYNOTE
A	PARTITION TYPE
XX	WINDOW TYPES
1	REVISION
1	SECTION MARK
1	ENLARGED PLAN/DETAIL REFERENCE
1	ELEVATION KEY
0.0	COLUMN CENTERLINE

LOCATION MAP

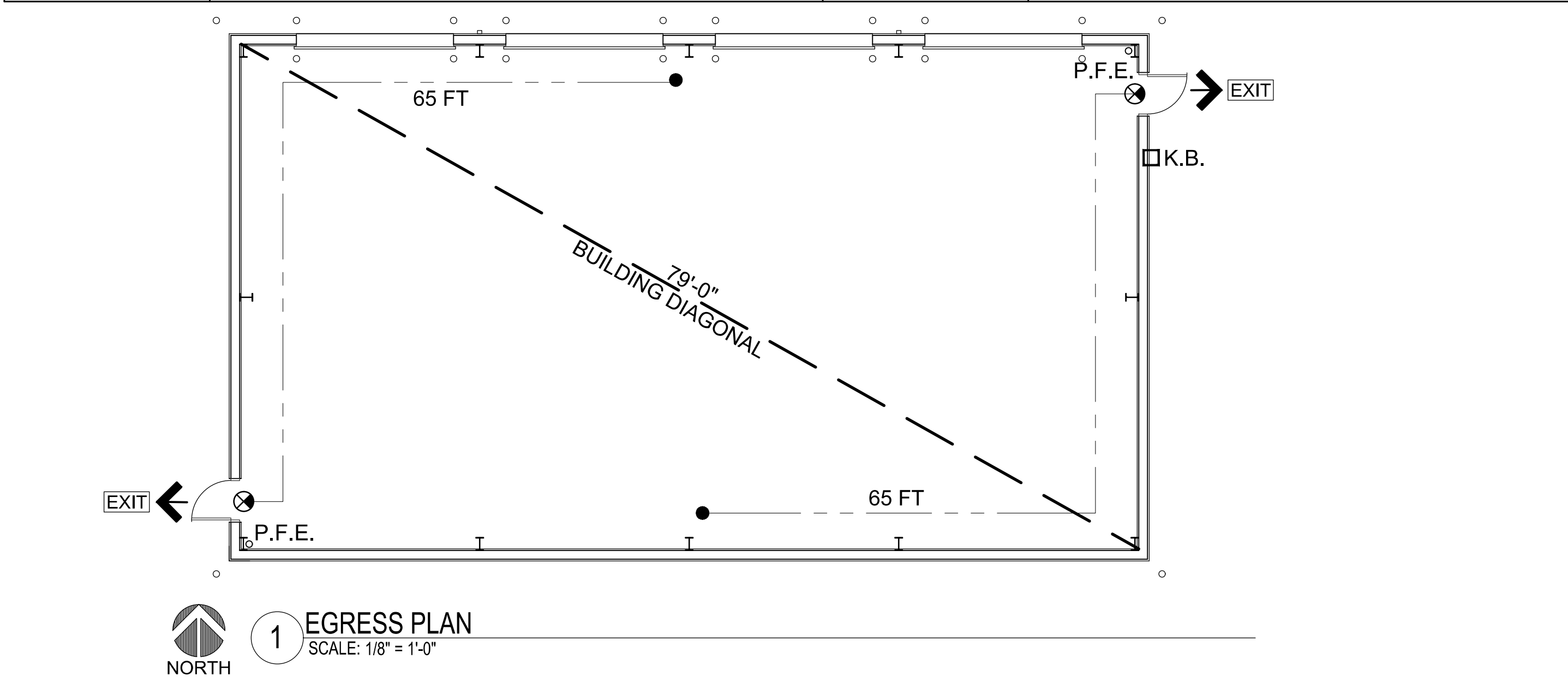


PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
 COVER SHEET

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:
G1.01

K:\2017\17142.00 CityofCorinth_FacilityRehab_LSE\06_CAD\BUILDING B - NEW STORAGE_ARCH\G1.01 COVER SHEET.dwg Jan 22, 2019 - 9:36am User: stiberg

LIFE SAFETY LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	EXIT PATH		PORTABLE FIRE EXTINGUISHER - TOP OF EXTINGUISHER 4'-0" A.F.F. - 75 FT MAXIMUM TRAVEL DISTANCE (IFC TABLE 906.3)
	EXIT SIGN/ EGRESS ILLUMINATION REFER TO REFLECTED CEILING PLAN COORDINATE WITH ELECTRICAL		KNOX BOX, COORDINATE WITH LOCAL FIRE MARSHAL
	EXIT PATH		



PRE-ENGINEERED METAL BUILDING DESIGN CRITERIA

<p>DESIGN REQUIREMENTS</p> <p>A. Calculated Thermal Resistance of Wall System: R-13 or as required by local jurisdiction. (ASHRAE 90.1 - 2016)</p> <p>A. Calculated Thermal Resistance of Roof System: R-13 or as required by local jurisdiction. (ASHRAE 90.1 - 2016)</p> <p>A. Design members to withstand dead load, applicable snow load, and design loads due to pressure and suction of wind calculated in accordance with applicable code.</p> <p>B. Design members to withstand UL 580 Uplift Class 90.</p> <p>C. Deflection</p> <ol style="list-style-type: none"> All Metal Buildings roof systems shall withstand imposed loads with allowable deflection of 1/180 of span for live load and 1/120 of the span for total load deflection. Floor Joists: Vertical deflection of 1/240 of the span. <p>F. Permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 120 degrees</p> <p>G. Size and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.</p> <p>H. Designer shall take into account, all implied loads from components attached to the Metal Building structure not supplied by the Pre-engineered Metal Building manufacturer/supplier, including, but not limited to, HVAC units, sprinkler systems, stairs, overhead doors, fans, etc.</p> <p>I. Pre-engineered metal building designer shall alert the Architect of any additions, deletions or changes to the column layout provided in the contract documents prior to release of the final shop drawings.</p> <p>SUBMITTALS</p> <p>A. Product Data: Provide data on profiles, component dimensions, fasteners.</p> <p>B. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections, attachments, openings, cambers, and loads; wall and roof system dimensions, panel layout, general construction details, anchorages and method of anchorage, installation; framing anchor bolt settings, sizes, and locations from datum, foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature, layout, designations, number, type, and spacing of joists, include joining and anchorage details, bracing, bridging, camber, coatings, material properties, configuration, joist accessories; splice and connection locations and details; and attachments to other construction.</p> <p>C. Manufacturer's Instructions: Indicate preparation requirements, anchor bolt placement, and wind bracing.</p> <ol style="list-style-type: none"> Drawings shall be to scale on 22" x 34" sheets. No cross cable bracing will be permitted. Only portal frames will be acceptable. <p>D. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.</p> <p>QUALITY ASSURANCE</p> <p>A. Design structural components, develop shop drawings, and perform shop and site work under direct supervision of a Professional Structural Engineer experienced in design of this Work.</p> <ol style="list-style-type: none"> Design Engineer Qualifications: Licensed in TBD. Conform to applicable code for submission of design calculations as required for acquiring permits. Cooperate with regulatory agency or authority and provide data as requested. <p>B. Perform work in accordance with AISC 360 and MBMA (MBSM).</p> <p>C. Perform welding in accordance with AWS D1.1/D1.1M.</p> <p>D. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum eight years documented experience.</p> <p>E. Erector Qualifications: Company specializing in performing the work of this section with minimum three years experience.</p> <p>WARRANTY</p> <p>A. Correct defective Work within a five year period after Date of Substantial Completion.</p> <p>METAL BUILDING</p> <p>A. Primary Framing: Rigid frame of rafter beams and columns, intermediate columns, braced end frames, and end wall columns, and wind bracing.</p> <p>B. Secondary Framing: Purlins, Girts, Eave struts, Flange bracing, Sill supports, and Clips, and other items detailed.</p> <p>C. Wall System: Preformed, prefinished metal panels of vertical profile, with sub-girt framing/anchorage assembly, insulation, and liner sheets, and accessory components.</p> <p>D. Roof System: Preformed, prefinished metal decking oriented parallel to slope, with sub-girt framing/anchorage assembly, insulation, and liner panels, and accessory components.</p> <p>E. Roof Slope: Refer drawings.</p> <p>MATERIALS - FRAMING</p> <p>A. Structural Steel Members: ASTM A36/A36M.</p> <p>B. Structural Tubing: ASTM A500/A500M, Grade B cold-formed.</p> <p>C. Plate or Bar Stock: ASTM A529/A529M, Grade 50.</p> <p>D. Anchor Bolts: ASTM A307, Galvanized to ASTM A 153/A 153M, Class C and per structural drawings.</p> <p>E. Bolts, Nuts, and Washers: (as listed below), (if bolt up)</p> <ol style="list-style-type: none"> Building: ASTM A 325 (ASTM A 325M), Type 1. All washers at bolted connection shall be equipped with silicone direct tension indicators. Basis of Design: Applied Bolting Technology - Squirter DTIs. <p>F. Welding Materials: Type required for materials being welded.</p> <p>G. Primer: SSPC-Paint 20, zinc rich.</p> <p>H. Grout: ASTM C1107/C1107M; Non-shrink, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.</p> <ol style="list-style-type: none"> Minimum Compressive Strength at 48 Hours: 2,000 pounds per square inch. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch. <p>MATERIALS - WALLS AND ROOF</p> <p>A. Steel Sheet: ASTM A 792/A 792M aluminum-zinc alloy coated to AZ50/AZM150.</p> <p>B. Insulation: Roll glass fiber type, faced with reinforced white vinyl. ASTM E 84 flame spread index of 25 or less where exposed.</p> <p>C. Insulation: Walls and roof: ASTM C665 Type III Class C.</p> <p>D. Joint Seal Gaskets: Manufacturer's standard type.</p> <p>E. Fasteners Shop and Offices: Manufacturer's standard type, high performance organic coating, finish to match adjacent surfaces when exterior exposed.</p> <p>F. Sealant: Manufacturer's standard type.</p> <p>G. Trim, Closure Pieces, Caps, Flashings, Gutters, Downspouts, Rain Water Diverter, Fascias, and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.</p>	<p>ACCESSORY COMPONENTS</p> <p>A. Doors and Frames: Specified elsewhere.</p> <p>B. Windows: Specified elsewhere.</p> <p>C. Wall Louvers: type Z blade design, same finish as adjacent material, with steel mesh insect screen and frame, blank sheet metal at unused portions.</p> <ol style="list-style-type: none"> Coordinate free air requirements with Mechanical sheets. Provide all required framing for openings. Color: Match wall panel. <p>FABRICATION - FRAMING</p> <p>A. Fabricate members in accordance with AISC 360 for plate, bar, tube, or rolled structural shapes.</p> <p>B. Anchor Bolts: Formed with straight shank, assembled with template for casting into concrete.</p> <p>C. Miscellaneous framing: Provide all vertical and horizontal channels, hats, etc. required to achieve the profiles shown in the drawings.</p> <p>FABRICATION - WALL AND ROOF PANELS</p> <p>A. Basis of Design</p> <ol style="list-style-type: none"> All components: MBCI as scheduled on drawings Metal Decking: R panel - Minimum 22 gauge. Interior Liner: Minimum 24 gage metal thickness, PBR-panel profile with lapped edges. Soffit and Wall accent Panels: Refer section 07 42 43 Composite Wall Panels Girts/Purlins: Rolled formed structural shape to receive siding, roofing and liner sheet. Internal and External Corners: Same material thickness and finish as adjacent material, profile brake formed to required angles. Back brace mitered internal corners. Expansion Joints: Same material and finish as adjacent material where exposed, same gage thickness, manufacturer's standard brake formed type, of profile to suit system. Flashings, Closure Pieces, Fascias: Same material and finish as adjacent material, profile to suit system. Fasteners: To maintain load requirements and weather tight installation, same finish as cladding, non-corrosive finish. <p>FABRICATION - GUTTERS AND DOWNSPOUTS</p> <p>A. Fabricate of same material and finish as roofing metal.</p> <p>B. Form sections in maximum possible lengths. Hem exposed edges.</p> <p>C. Install downspouts flush to wall panel. Provide elbow at gutter, with in 36" from the top of the gutter, to transition if gutter is installed off the wall plane.</p> <p>D. Size gutters and downspouts based on roof area and local code for typical annual rainfall.</p> <p>E. Fabricate support straps of same material and finish as roofing metal, color as selected.</p> <p>MISCELLANEOUS FRAMING</p> <p>A. Provide all miscellaneous steel framing required to attach and support components specified elsewhere including, but not limited to, stairs, doors, overhead doors, mechanical equipment, electrical equipment, plumbing equipment and any other elements required to attach to the pre-engineered metal building structure.</p> <p>B. Provide attachment points for overhead doors in the gauge, quantity and locations as required and/or recommended by the Overhead door supplier.</p> <p>C. Provide all additional steel required for openings for equipment and/or louvers and coordinate locations as to not conflict with other building components.</p> <p>FINISHES</p> <p>A. Framing Members: Clean, prepare, and shop prime where not galvanized.</p> <p>B. Exterior and Interior Surfaces of wall and roof components and accessories:</p> <ol style="list-style-type: none"> All Buildings: Precoated siliconized polyester on steel color as scheduled (except where otherwise noted) <ol style="list-style-type: none"> Basis of design: MBCI siliconized polyester - Signature 200. <p>EXAMINATION</p> <p>A. Verify that foundation, floor slab, mechanical and electrical utilities, and placed anchors are in correct position</p> <p>ERECTION - FRAMING</p> <p>A. Erect framing in accordance with AISC 360.</p> <p>B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated.</p> <p>C. Set column base plates with non-shrink grout to achieve full plate bearing.</p> <p>D. Do not field cut or alter structural members without approval.</p> <p>E. After erection, prime welds, abrasions, and surfaces not shop primed.</p> <p>ERECTION - WALL AND ROOF PANELS</p> <p>A. Install in accordance with manufacturer's instructions.</p> <p>B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.</p> <p>C. Fasten cladding system to structural supports, aligned level and plumb.</p> <p>D. Locate end laps over supports. End laps minimum 2 inches. Place side laps over bearing.</p> <p>E. Provide expansion joints where indicated.</p> <p>F. Use concealed fasteners on roof panels.</p> <p>G. Install sealant and gaskets, providing weather tight installation.</p> <p>ERECTION - GUTTERS AND DOWNSPOUTS</p> <p>A. Rigidly support and secure components. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts.</p> <p>INSTALLATION - ACCESSORY COMPONENTS IN WALL SYSTEM</p> <p>A. Install door frames, doors, overhead doors, and windows in accordance with manufacturer's instructions.</p> <p>B. Seal wall and roof accessories watertight and weather tight with sealant.</p> <p>TOLERANCES</p> <p>A. Framing Members: 1/4 inch from level, 1/8 inch from plumb.</p> <p>B. Siding and Roofing: 1/8 inch from true position.</p>
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BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.

PROJECT CODE DATA

THE BUILDING SHALL BE IN COMPLIANCE WITH THE FOLLOWING:

2015 INTERNATIONAL BUILDING CODE W/ LOCAL AMENDMENTS
 2015 INTERNATIONAL PLUMBING CODE W/ LOCAL AMENDMENTS
 2015 INTERNATIONAL MECHANICAL CODE W/ LOCAL AMENDMENTS
 2015 INTERNATIONAL FIRE CODE W/ LOCAL AMENDMENTS
 2014 NATIONAL ELECTRICAL CODE W/ LOCAL AMENDMENTS
 2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

EXTINGUISHING REQUIREMENTS (NFPA 101)

FIRE EXTINGUISHERS SHALL BE DISTRIBUTED THROUGHOUT THE FACILITY SO THAT NO GREATER THAN 75 FEET TRAVEL DISTANCE IS REQUIRED TO REACH A UNIT. MINIMUM SIZE #5A40BC EXTINGUISHERS SHALL BE SECURELY MOUNTED WITH THE TOP OF THE CANISTER NO HIGHER THAN 48" ABOVE FINISHED FLOOR, WITH STATE FIRE MARSHAL INSPECTION TAG ATTACHED AND SIGNAGE TO INDICATE LOCATION.

TYPE OF CONSTRUCTION (CHAPTER 6)

TYPE OF CONSTRUCTION - TABLE 601

TYPE II-B (NON-SPRINKLERED)
 (FIRE ALARM SYSTEM TO BE PROVIDED PER NFPA-72)

SIGNAGE

BUILDING ADDRESS:
 LETTERS SHALL BE A MINIMUM 4" HIGH, VISIBLE FROM STREET FRONTING THE PROPERTY.

OCCUPANT LOAD:
 OCCUPANT LOAD OF 6 SHALL BE POSTED INSIDE THE FRONT DOOR.

OCCUPANCY CLASSIFICATION (CHAPTER 3)

OCCUPANCY CLASSIFICATION SEC. 311.2

S-1	STORAGE	2,800 SF
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ALLOWABLE AREAS (CHAPTER 5)

ALLOWABLE FLOOR AREA - TABLE 506.2

BASE AREA FOR OCCUPANCY GROUP S-1 = 17,500 SF

ALLOWABLE HEIGHT, NUMBER OF STORIES - TABLE 504.4

NUMBER OF STORIES FOR OCCUPANCY GROUP S-1 = 2 STORIES

MEANS OF EGRESS (CHAPTER 10)

OCCUPANCY LOAD - TABLE 1004.1.2

STORAGE S-1	2,800 SF/500 GROSS= 6 OCCUPANTS
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MINIMUM REQUIRED EGRESS WIDTH - SECTION 1005.3

STORAGE (S-1):	6 OCCUPANTS X 0.20"	= 1.2" REQUIRED	72" PROVIDED
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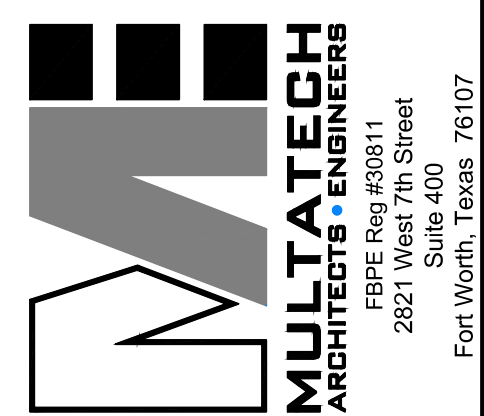
COMMON PATH OF EGRESS TRAVEL - SECTION 1014.3

GROUP S-1 (W/O SPRINKLER AND LESS THAN 30 OCCUPANTS) = 100 FEET

EXIT ACCESS TRAVEL DISTANCE - TABLE 1017.2

GROUP S-1 (W/O SPRINKLER) = 200 FEET

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



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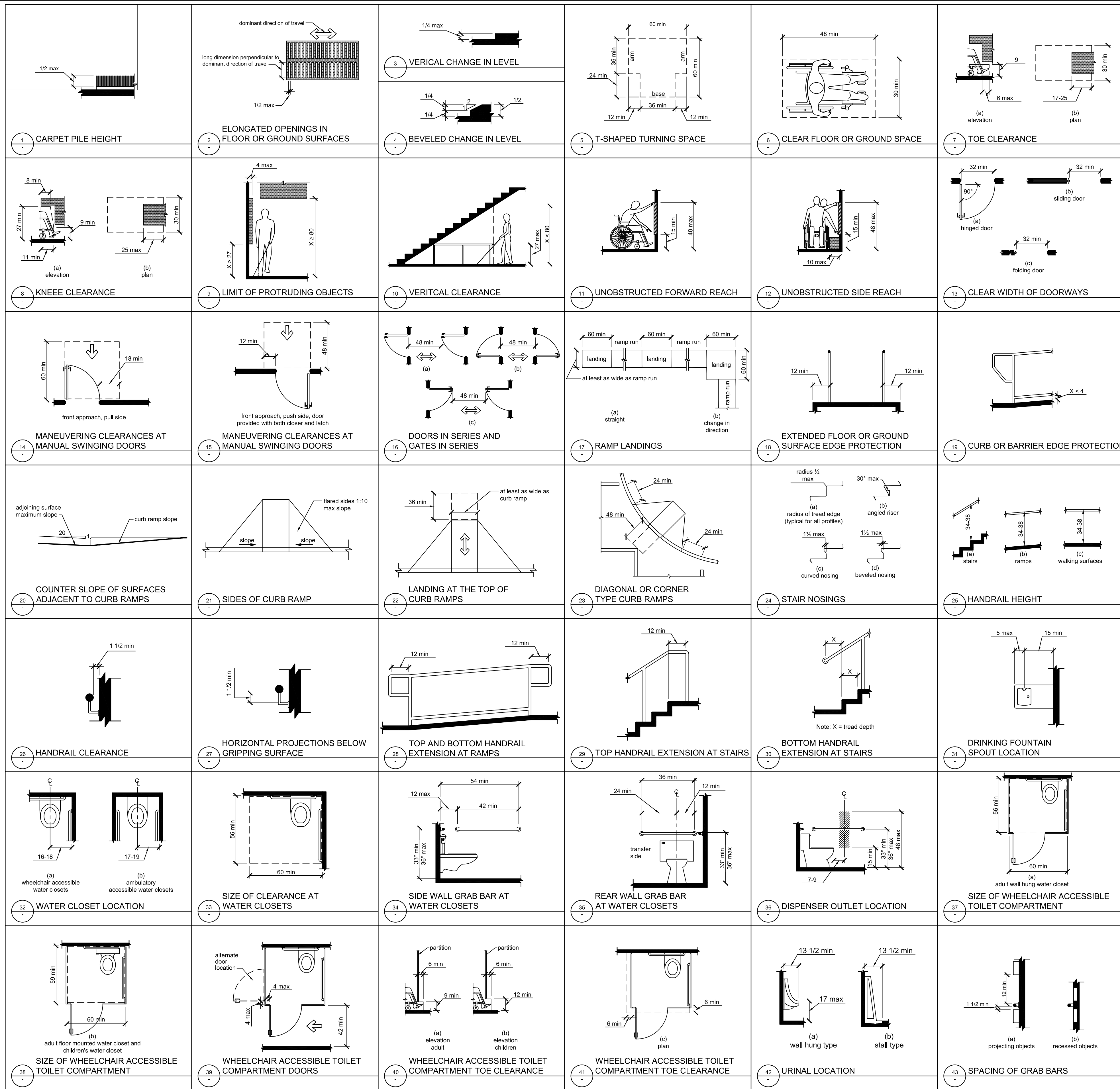
LIFE SAFETY, CODE ANALYSIS AND DESIGN CRITERIA

PROJECT #: 17142.00

ISSUE DATE: 08.24.2018

SHEET NUMBER:

G1.02



SPECIAL ACCESSIBILITY REQUIREMENTS

DOOR HARDWARE:

MECHANISMS, OR U-SHAPED HANDLES, DOORS SHALL HAVE LEVER-OPERATED MECHANISMS, PUSH-TYPE HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE.

SLIDING DOORS, IF ANY, WHEN FULLY OPEN SHALL HAVE OPERATING HARDWARE EXPOSED AND USABLE FROM BOTH SIDES.

MOUNTING HEIGHT: HARDWARE REQUIRED FOR ACCESSIBLE DOOR PASSAGE SHALL BE MOUNTED NO HIGHER THAN 48" ABOVE FINISHED FLOOR.

CLOSER OPERATION: THE SWEEP PERIOD OF A CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.

THE MAXIMUM FORCE FOR PUSHING OR PULLING OPEN A DOOR SHALL BE AS FOLLOWS:

(A) EXTERIOR HINGED DOORS: NO REQUIREMENT.

(B) INTERIOR HINGED DOORS: 5 LBF

(C) SLIDING OR FOLDING DOORS: 5 LBF

EXCEPT THAT FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT MAY HOLD THE DOOR IN A CLOSED POSITION.

AUTOMATIC DOORS, IF ANY, SHALL COMPLY WITH ANSIBHMA A156.10 (1997 OR 2002 ED.), SLOWLY OPENING, LOW-POWERED, AUTOMATIC DOORS SHALL COMPLY WITH ANSIBHMA A156.19 (1997 OR 2002 ED.). SUCH DOORS SHALL NOT OPEN TO BACK CHECK FASTER THAN 3 SECONDS AND SHALL REQUIRE NO MORE THAN 15 LBF (66.8N) TO STOP DOOR MOVEMENT. IF USER-OPERATED CONTROLS ARE PROVIDED THEY SHALL COMPLY WITH ACCESSIBILITY STANDARDS.

CONTROLS AND OPERATING MECHANISMS:

HEIGHT: SWITCHES, THERMOSTATS, CONTROLS, DISPENSERS, RECEPTACLES, AND THE HIGHEST OPERABLE PART OF OTHER OPERABLE EQUIPMENT SHALL BE PLACED NO HIGHER THAN 48" ABOVE THE FLOOR AND WITHIN THE REACH RANGES REQUIRED BY THE ACCESSIBILITY STANDARDS. RECEPTACLES OF ELECTRICAL AND COMMUNICATIONS SYSTEM ON WALLS SHALL BE MOUNTED WITH CENTER LINE OF DEVICE NO LESS THAN 15" ABOVE THE FLOOR. EXCEPTION: THESE REQUIREMENTS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL AND COMMUNICATIONS SYSTEMS RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.

FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. CONTROLS FOR FLUSH VALVES SHALL BE MOUNTED ON THE WIDE SIDE OF TOILET AREAS BELOW THE GRAB BAR.

OPERATION: CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBF.

GRAB BARS, AND TUB AND SHOWER SEATS:

THE OUTSIDE DIAMETER OR WIDTH OF THE GRIPPING SURFACES OF A HANDRAIL OR GRAB BAR SHALL BE 1 1/4" TO 1 1/2", OR THE SHAPE SHALL PROVIDE AN EQUIVALENT GRIPPING SURFACE.

IF HANDRAILS OR GRAB BARS ARE MOUNTED ADJACENT TO A WALL, THE SPACE BETWEEN THE WALL AND THE GRAB BAR SHALL BE 1 1/2".

BENDING STRESS IN A GRAB BAR OR SEAT INDUCED BY THE MAXIMUM BENDING MOMENT FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE STRESS FOR THE MATERIAL OF THE GRAB BAR OR SEAT.

SHEAR STRESS INDUCED IN A GRAB BAR OR SEAT BY THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE SHEAR STRESS FOR THE MATERIAL OF THE GRAB BAR OR SEAT.

SHEAR FORCE INDUCED IN A FASTENER OR MOUNTING DEVICE FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE LATERAL LOAD OF EITHER THE FASTENER OR MOUNTING DEVICE OR THE SUPPORTING STRUCTURE, WHICHEVER IS THE SMALLER ALLOWABLE LOAD.

TENSILE FORCE INDUCED IN A FASTENER BY A DIRECT TENSION FORCE OF 250 LBF PLUS THE MAXIMUM MOMENT FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE WITHDRAWAL LOAD BETWEEN THE FASTENER AND THE SUPPORTING STRUCTURE.

ROTATION OF GRAB BARS WITHIN THEIR FITTINGS IS NOT ACCEPTABLE. SHARP OR ABRASIVE ELEMENTS ARE NOT ACCEPTABLE FOR A HANDRAIL OR GRAB BAR OR ANY WALL OR OTHER SURFACE ADJACENT TO IT. EDGES SHALL HAVE A MINIMUM RADIUS OF 1/8".

SIGNAGE:

THE WIDTH-TO-HEIGHT RATIO OF LETTERS AND NUMBERS ON SIGNS SHALL BE BETWEEN 3:5 AND 1:1 WITH A STROKE-WIDTH-TO-HEIGHT RATIO BETWEEN 1:5 AND 1:10 USING AN UPPER-CASE "X" FOR MEASUREMENT. LOWER CASE LETTERS ARE PERMITTED.

OVERHEAD SIGN CHARACTERS AND NUMBERS SHALL BE SIZED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. FOR SUSPENDED OR PROJECTED OVERHEAD SIGNS, THE MINIMUM CHARACTER HEIGHT IS 3".

BRAILLED CHARACTERS AND PICTORIAL SYMBOL SIGNS (PICTOGRAMS) SHALL BE RAISED 1/32" UPPER CASE, SANS SERIF OR SIMPLE SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE 2 BRAILLE. RAISED CHARACTERS SHALL BE AT LEAST 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAMS SHALL BE ACCOMPANIED BY THE EQUIVALENT VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTOGRAM. THE BORDER DIMENSION OF THE PICTOGRAM SHALL BE 6" MINIMUM IN HEIGHT.

FINISH: THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND.

PERMANENT IDENTIFICATION SIGNS PROVIDED FOR ROOMS AND SPACES, SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR, WHERE THERE IS NO WALL SPACE TO THE LATCH SIDE OF THE DOOR, INCLUDING DOUBLE LEAF DOORS, SIGNS SHALL BE ON THE NEAREST ADJACENT WALL. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN.

MOUNTING LOCATION FOR SUCH SIGNAGE SHALL BE SO THAT A PERSON MAY APPROACH WITHIN 3" OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR.

ACCESSIBLE PARKING SPACE SIGNS SHALL BE DESIGNATED AS RESERVED BY A VERTICALLY MOUNTED OR SUSPENDED SIGN SHOWING THE SYMBOL OF ACCESSIBILITY.

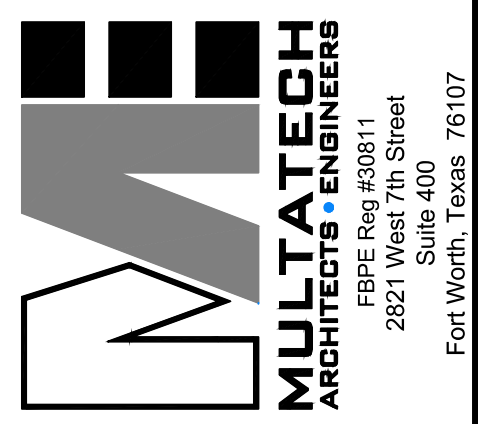
VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY.

CHARACTERS AND SYMBOLS ON SUCH SIGNS SHALL BE LOCATED 60" MINIMUM ABOVE THE GROUND, FLOOR, OR PAVING SURFACE SO THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.

Convention	Description	Symbol	Meaning
36	dimension showing English units (inches unless otherwise specified)		greater than
6	dimension showing SI units (in millimeters unless otherwise specified)		greater than or equal to
33-36	dimension showing a range with minimum - maximum		less than
min	minimum		less than or equal to
max	maximum		boundary of clear floor space or maneuvering clearance
			centerline
			a permitted element or its extension
			direction of travel or approach
			a wall, floor, ceiling or other element cut in section or plan
			a highlighted element in elevation or plan
			location zone of element, control or feature

44 GRAPHIC CONVENTION FOR FIGURES

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018

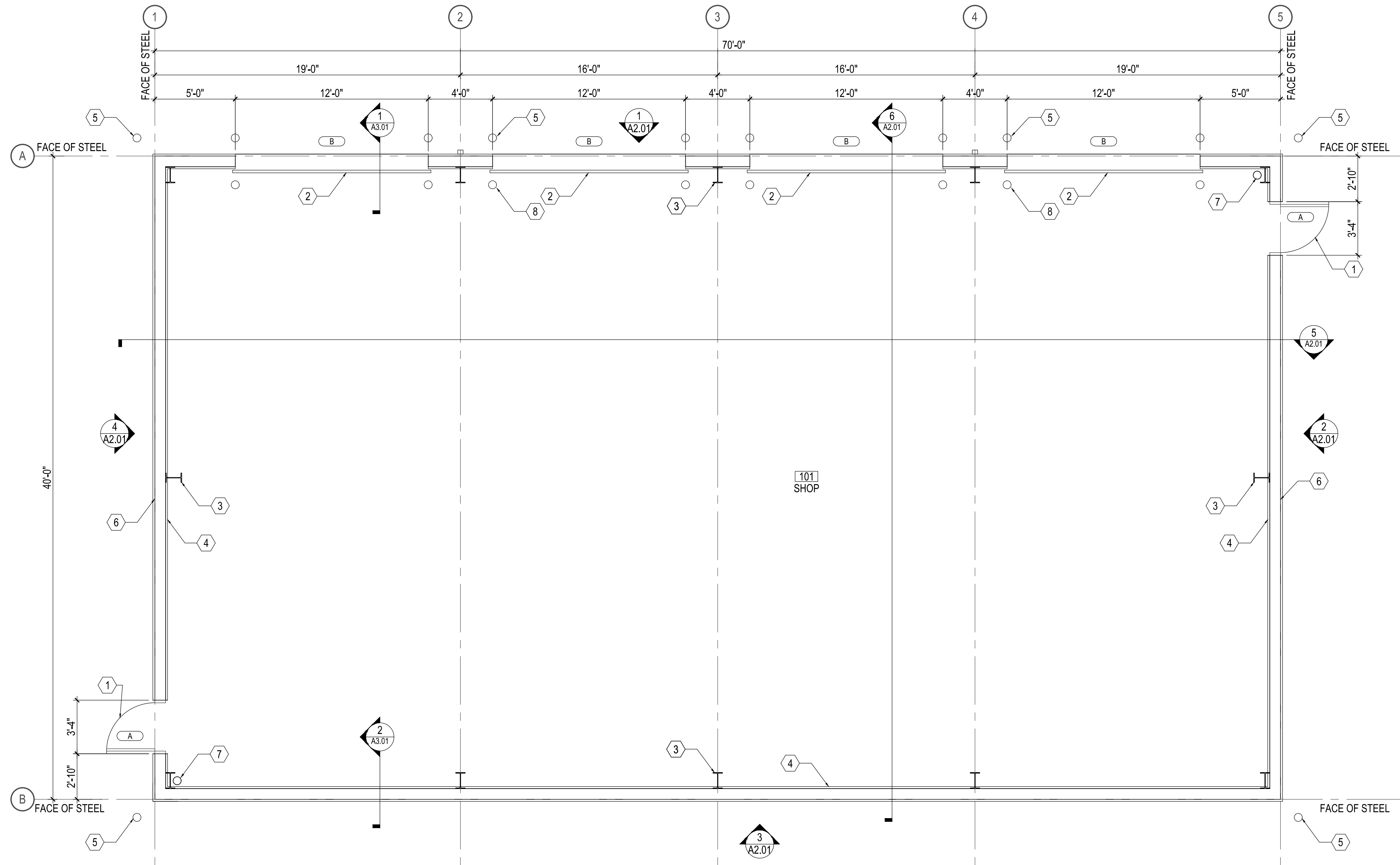


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 1200 N CORINTH ST
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TAS SHEET

PROJECT #: 17142.00
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G1.03



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
NORTH

FLOOR PLAN NOTES:

1. PERSONNEL DOOR
2. 12' WIDE x 14' HIGH OVERHEAD DOOR
3. RIGID FRAME COLUMN. TYPICAL
4. INTERIOR LINER PANEL
5. BOLLARD - EXTERIOR. REFER DETAIL 7/A2.01
6. EXTERIOR LINER PANEL
7. WALL MOUNTED FIRE EXTINGUISHER
8. BOLLARD - INTERIOR. REFER DETAIL 8/A2.01

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



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1200 N CORINTH ST
CORINTH, TEXAS 76208
FLOOR PLAN

PROJECT #: 17142.00
ISSUE DATE: 08.24.2018
SHEET NUMBER:
A1.01

RM. NO.	DESCRIPTION	ROOM FINISH SCHEDULE								FLOOR	NUM
		WALL-1		WALL-2		WALL-3		WALL-4			
		MATERIAL	FIN.	MATERIAL	FIN.	MATERIAL	FIN.	MATERIAL	FIN.		
101	WAREHOUSE	LINER PANEL	LP/P3	LINER PANEL	LP/P3	LINER PANEL	LP/P3	LINER PANEL	LP/P3	C	1, 2

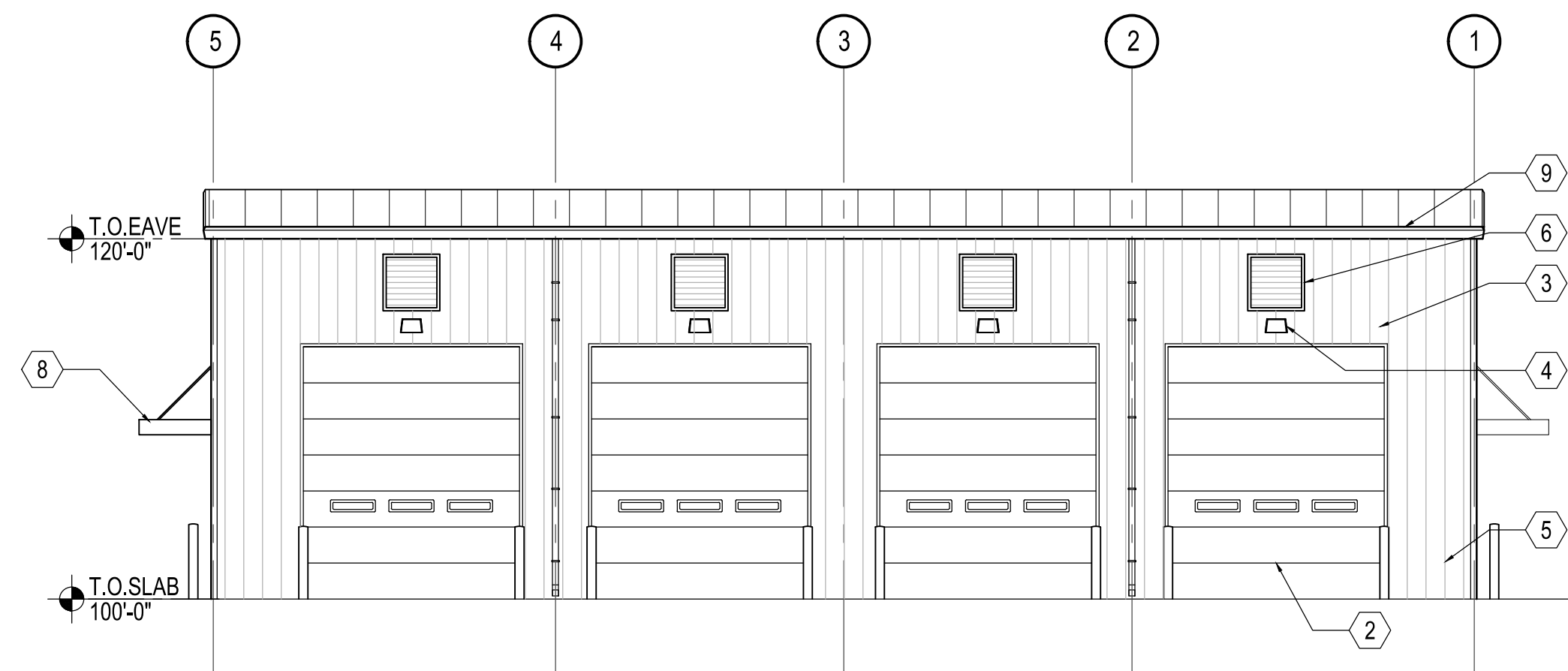
MATERIAL LEGEND					
CODE	MATERIAL	MFR	DESCRIPTION	COLOR	NOTES
C	SEALED CONCRETE	--	--	--	REFERENCE SPECS, FINISH SMOOTH
LP	PREFINISHED LINER PANEL	MBCI	SIGNATURE 200	POLAR WHITE	--
P1	PAINT	SHERWIN WILLIAMS	--	TO MATCH MBCI SIGNATURE 200 ASH GRAY	SATIN SHEEN, USE AT DOOR AND FRAME ASSEMBLIES FACING SHOP AREAS (TO COORDINATE WITH POLAR WHITE LINER PANELS AND ASH GRAY TRIM)
P2	PAINT	--	--	OSHA SAFETY YELLOW	BOLLARDS AND SAFETY STRIPING
P3	PAINT	SHERWIN WILLIAMS	--	WHITE	SHERWIN WILLIAMS, FLAT LATEX, DFYFOG/DRYFALL - WHITE

- ROOM FIN NOTES BY NUM**
1. PROVIDE FIRE RATED PLYWOOD AT ALL WALL MOUNTED EQUIPMENT LOCATIONS. PLYWOOD TO EXTEND 2 FEET BEYOND POINTS OF CONTACT WITH EQUIPMENT
 2. PROVIDE P3 ON ALL EXPOSED STEEL
 3. ALL INTERIOR AND EXTERIOR FINISHES REQUIRE OWNER FINAL VERIFICATION AND APPROVAL.
- CEILING FINISHES**
- SHERWIN WILLIAMS, FLAT LATEX, DFYFOG/DRYFALL - WHITE
- MAT / FIN SUBSTITUTIONS**
- ACTUAL COLOR / FINISH SAMPLES FROM THE MANUFACTURER ARE REQUIRED TO BE SENT TO THE ARCHITECT VIA MAIL/DELIVERY FOR APPROVAL OF ANY FINISH SUBSTITUTION, PDFS WILL NOT BE ACCEPTED FOR REVIEW

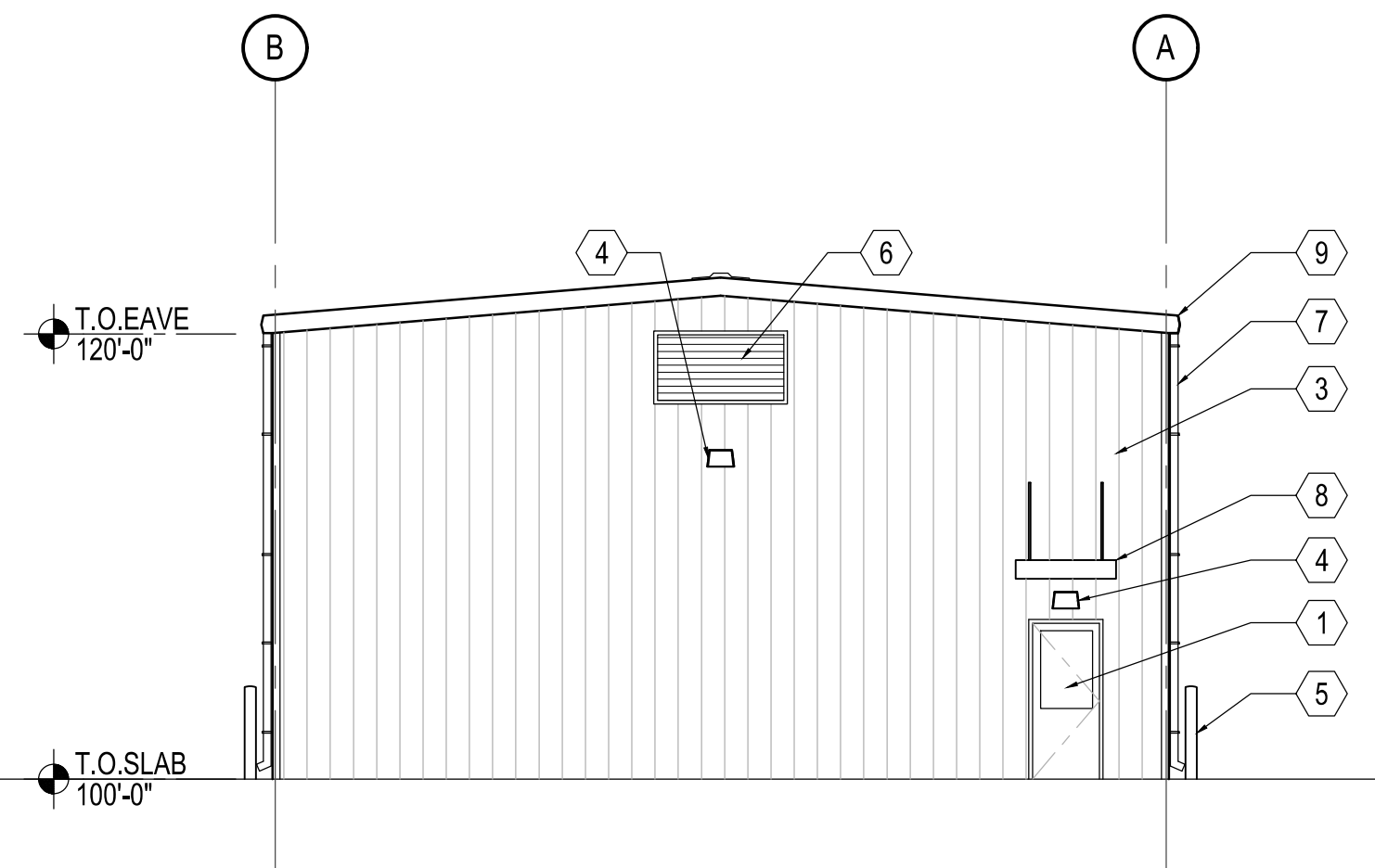
- GENERAL FINISH NOTES**
- A. PROVIDE SIGNAGE FOR ALL ROOMS, VERIFY ROOM NAMES AND NUMBERS WITH OWNER
 - B. PAINT ALL EXPOSED STRUCTURE FLAT LATEX PAINT UNLESS NOTED OTHERWISE
 - C. INSTALL METAL THRESHOLD AT CHANGES IN FLOORING MATERIAL
 - D. CONTRACTOR SHALL NOT APPLY ANY FINISHES WITHOUT COLOR AND SAMPLE APPROVALS FROM THE ARCHITECT AND OWNER
 - E. REFER 'P1' FOR DOOR PAINT FINISHES
 - F. SWITCHES, RECEPTACLES, COVER PLATES, WALL DEVICES IN ROOMS WITH 'LP' WALL FINISH WITH EXPOSED CONDUIT - SWITCHES AND RECEPTACLES TO BE GRAY AND COVER PLATES TO MATCH METAL CONDUIT FINISH
 - G. PROVIDED FIRE-RATED PLYWOOD AT ALL WALL MOUNTED EQUIPMENT LOCATIONS. PLYWOOD TO EXTEND 2 FEET BEYOND POINTS OF CONTACT WITH EQUIPMENT
 - H. PAINT ALL BOLLARDS AND REEL BANKS SAFETY YELLOW
 - I. FLOOR AREAS INDICATED ON FLOOR PLANS AS PAINTED SAFETY ZONES TO BE EPOXY PAINT WITH GRIT, COLOR TO BE SAFETY YELLOW

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.
ONE INCH

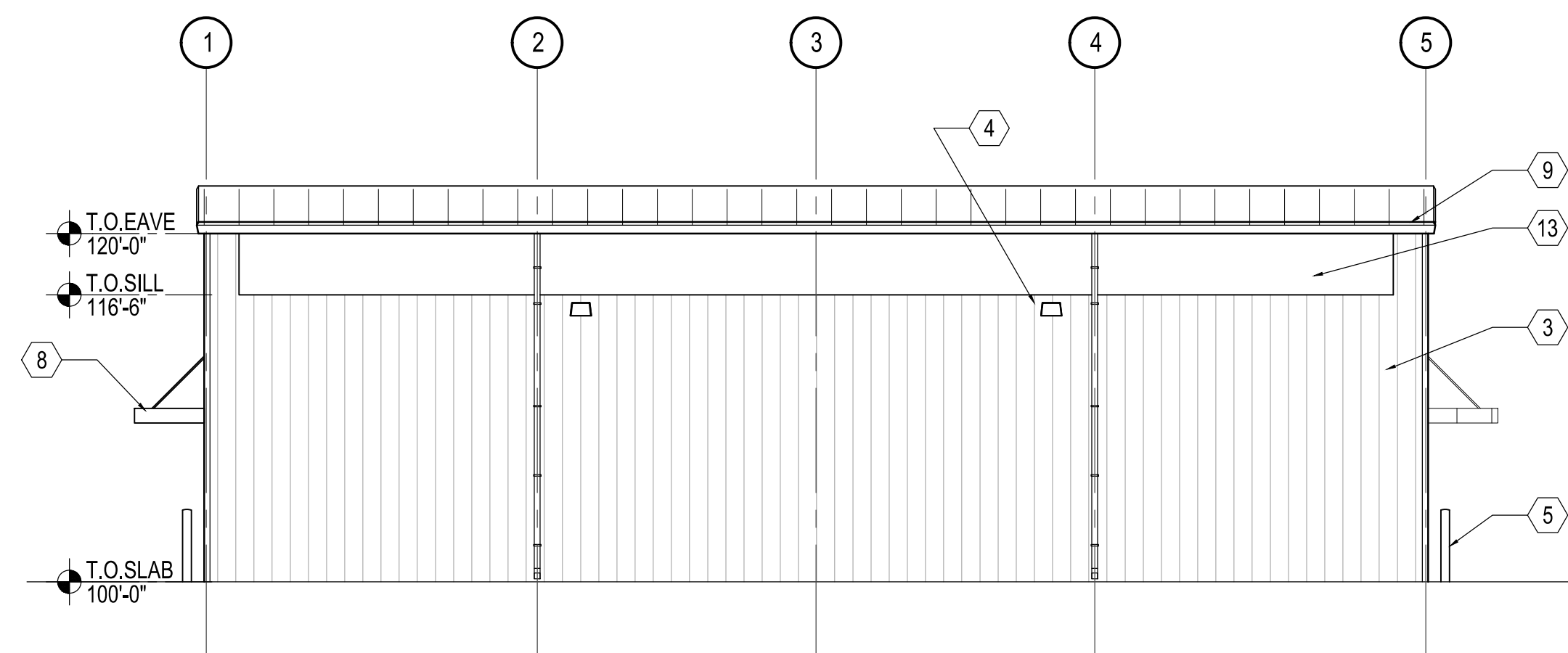
K:\2017\17142.00 CityofCorinth_FacilityRehab_LSE\06_CAD\BUILDING B - NEW STORAGE_ARCH\A2.01 EXTERIOR ELEVATIONS.dwg Aug 21, 2018 - 8:59am User: stiberg



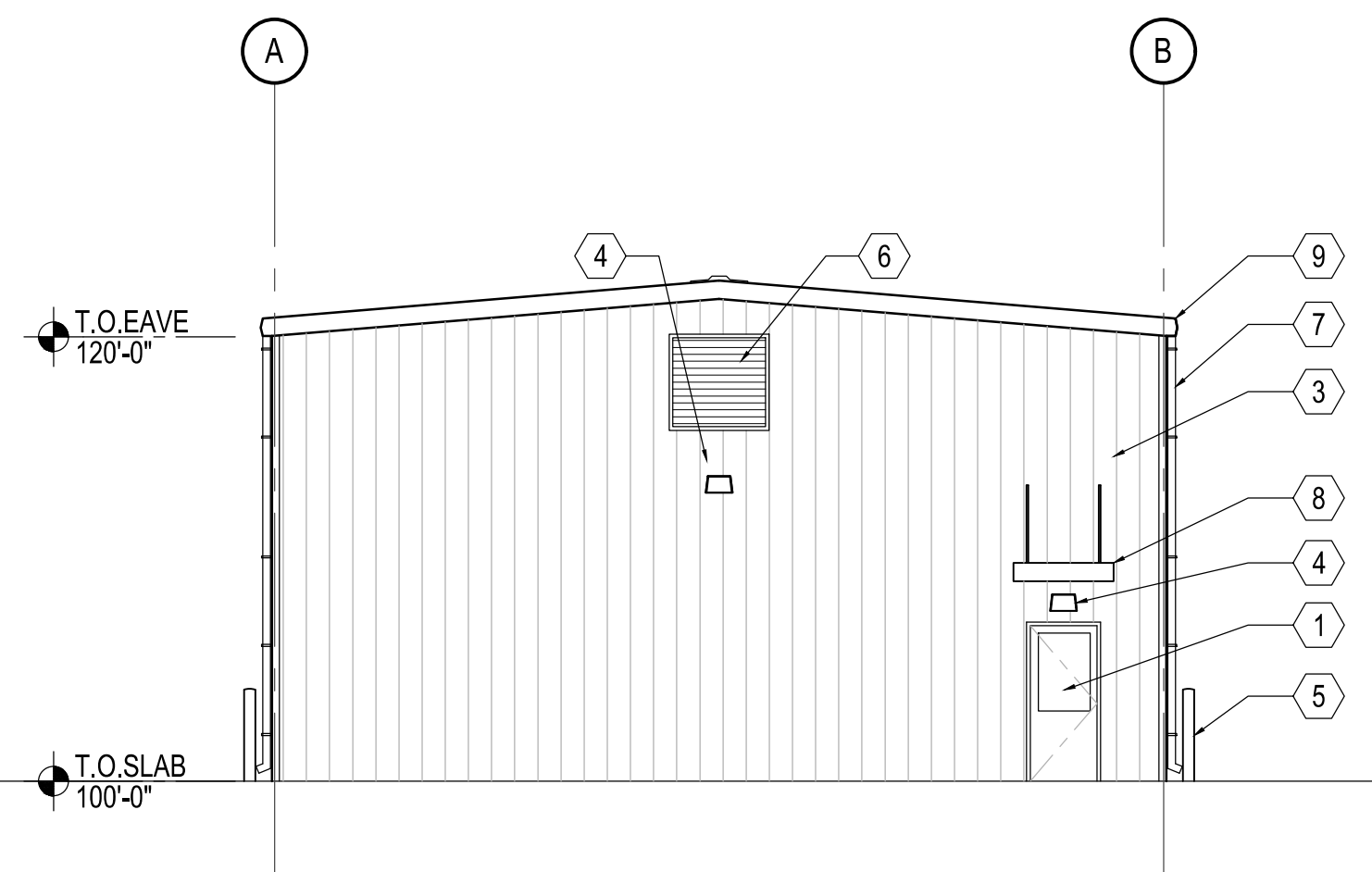
1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



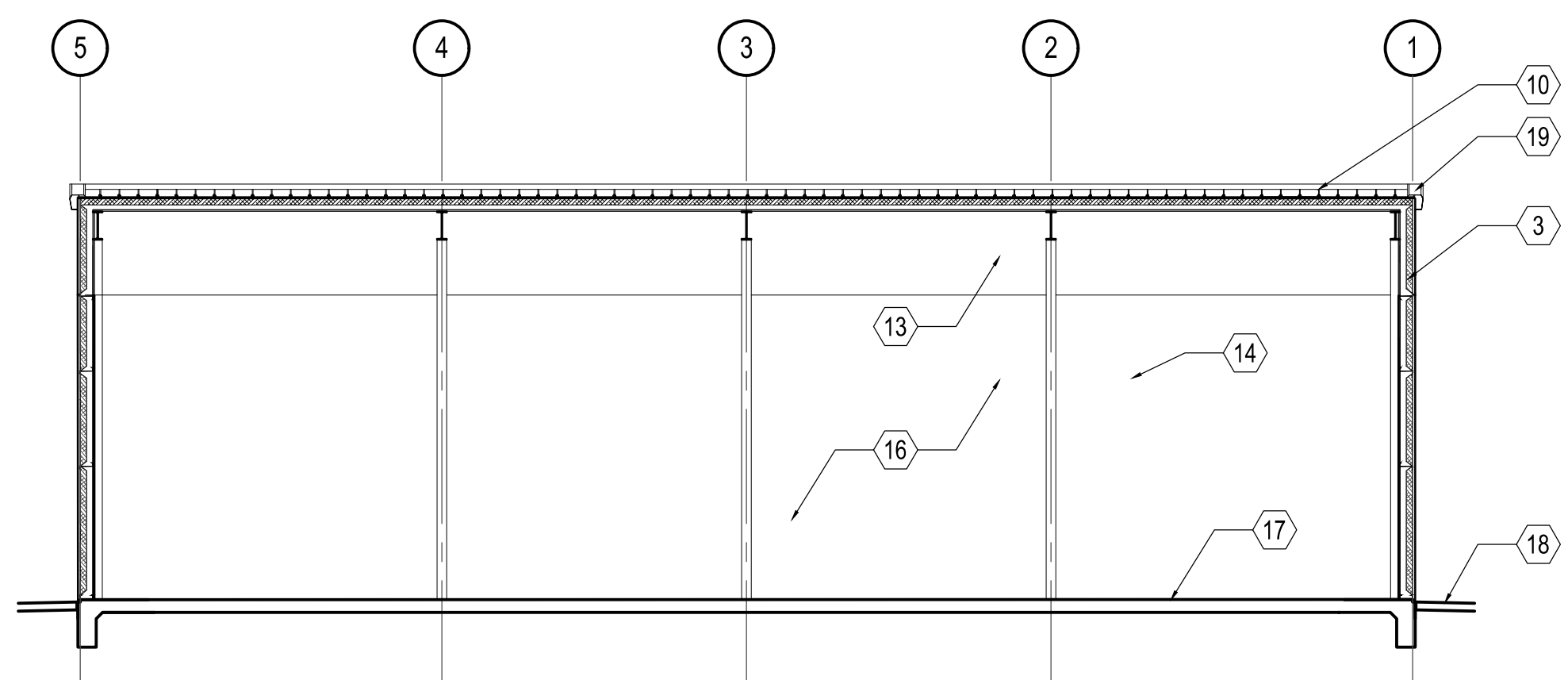
2 EAST ELEVATION
SCALE: 1/8" = 1'-0"



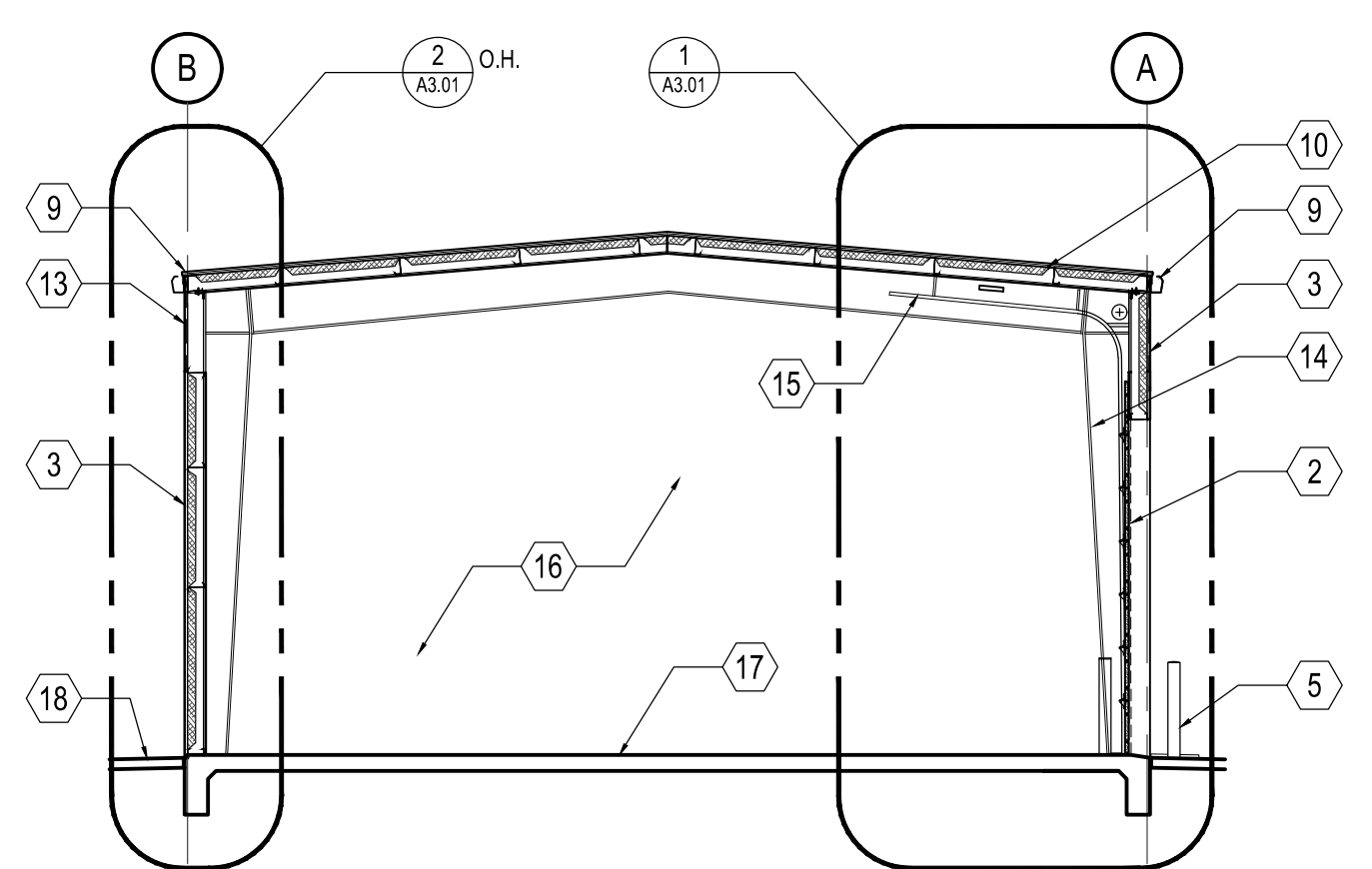
3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



5 BUILDING SECTION
SCALE: 1/8" = 1'-0"

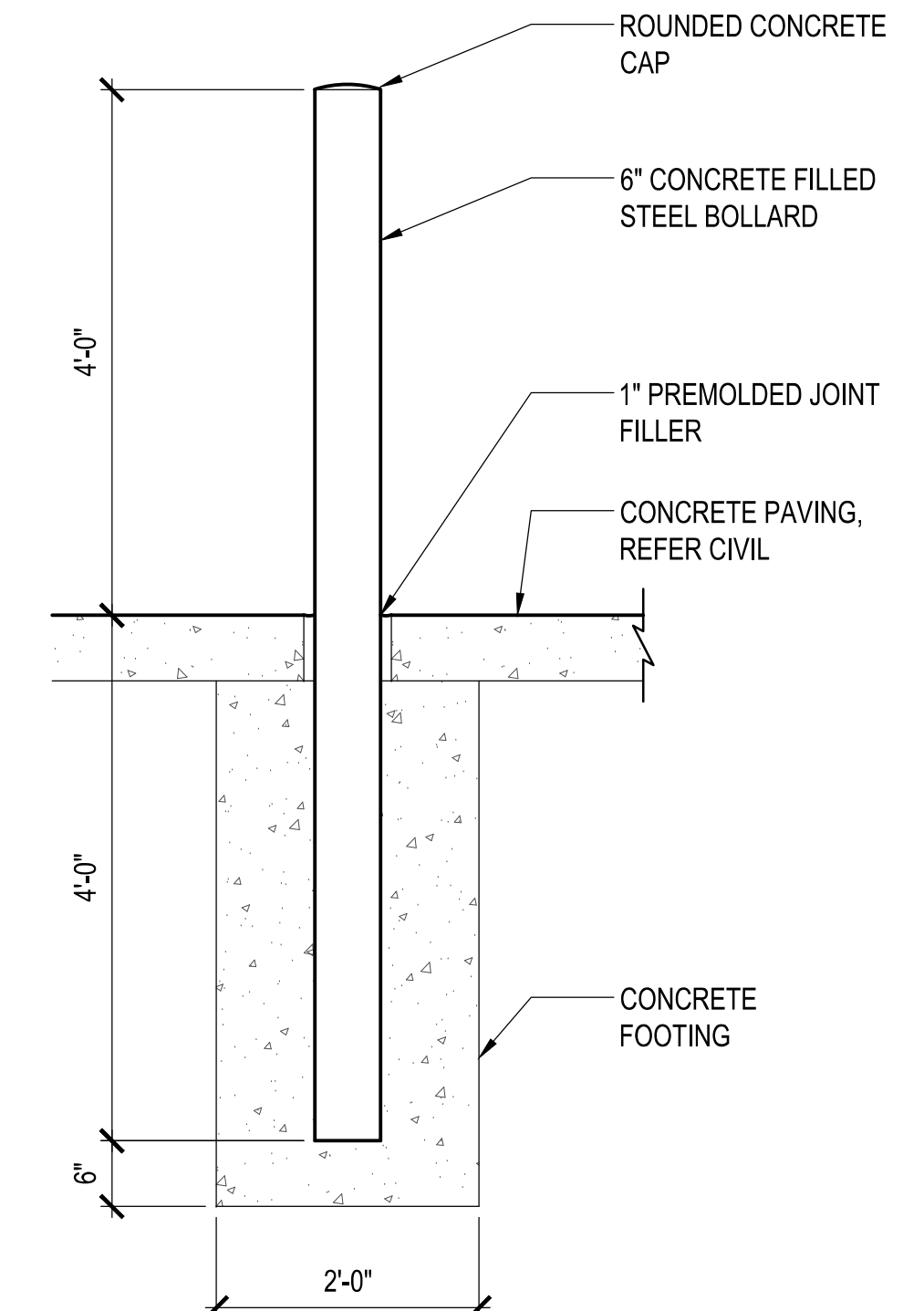


6 BUILDING SECTION
SCALE: 1/8" = 1'-0"

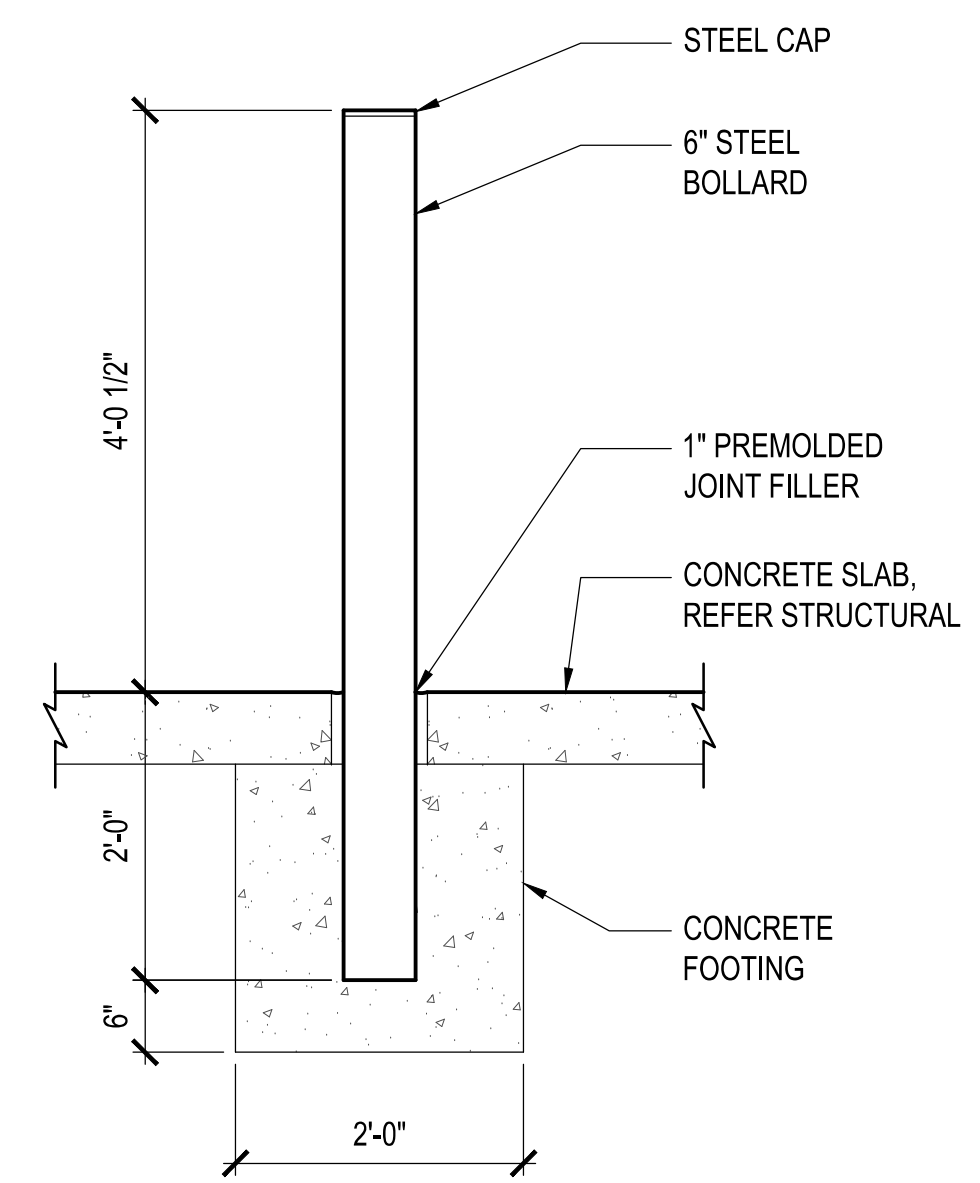
FLOOR PLAN NOTES:

1. PERSONNEL DOOR
2. 12' WIDE x 14' HIGH OVERHEAD DOOR
3. PREFINISHED METAL WALL PANEL
4. WALL MOUNTED LIGHT. REFER ELECTRICAL
5. BOLLARD. REFER DETAIL 7/A2.01
6. PREFINISHED METAL LOUVER
7. PREFINISHED METAL DOWNSPOUT
8. PREFINISHED METAL CANOPY
9. PREFINISHED METAL GUTTER
10. STANDING SEAM METAL ROOF
11. PREFINISHED METAL RIDGE CAP
12. PREFINISHED METAL GUTTER
13. TRANSLUCENT WALL PANEL
14. PEMB RIGID FRAME
15. OVERHEAD DOOR TRACK
16. PRE FINISHED INTERIOR LINER PANEL
17. CONCRETE SLAB. REFER STRUCTURAL
18. CONCRETE PAVING. REFER CIVIL
19. PREFINISHED METAL TRIM

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



7 BOLLARD - EXTERIOR
SCALE: 3/4" = 1'-0"



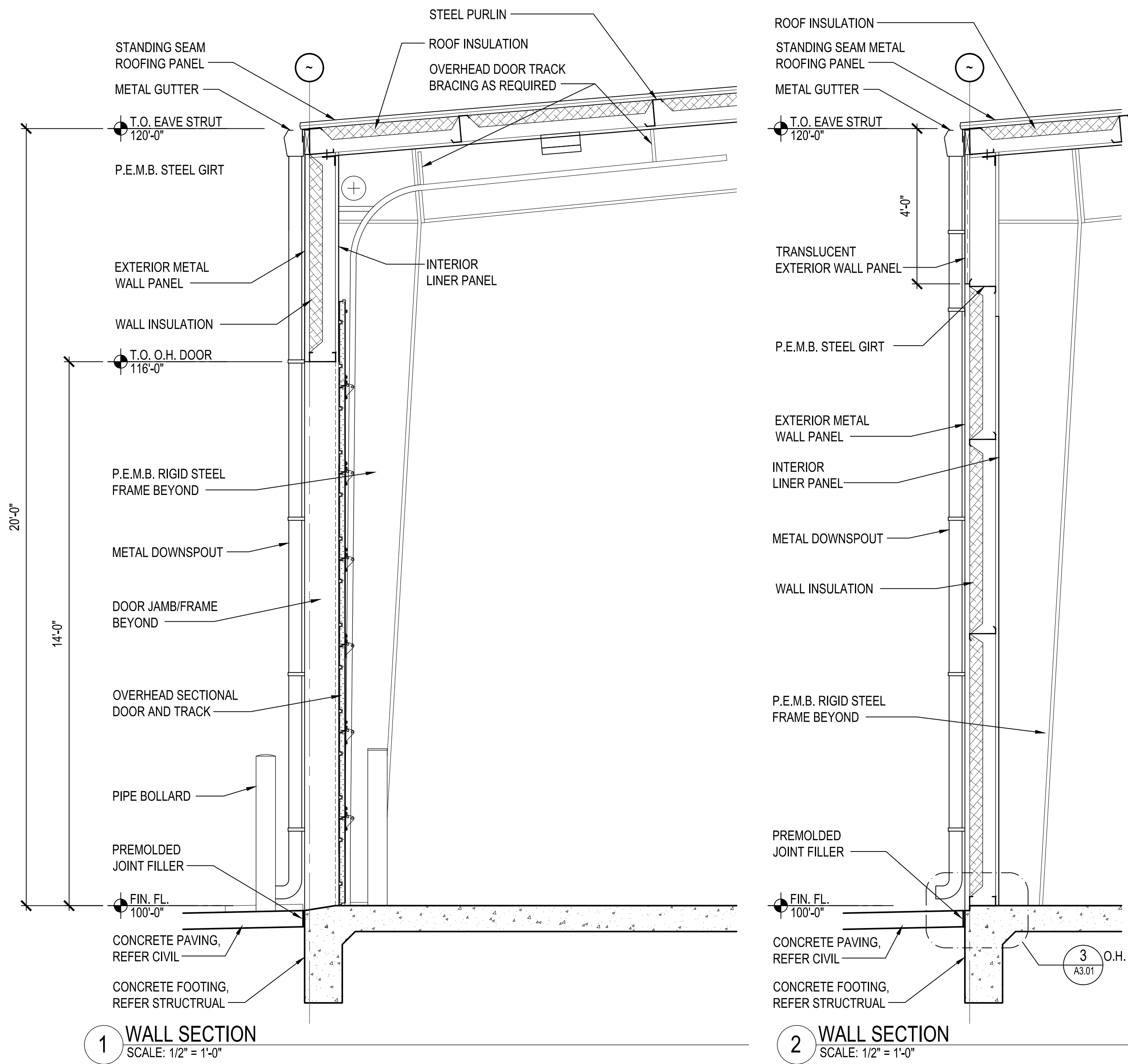
8 BOLLARD - INTERIOR
SCALE: 3/4" = 1'-0"

PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
 EXTERIOR ELEVATIONS AND
 BUILDING SECTIONS

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:

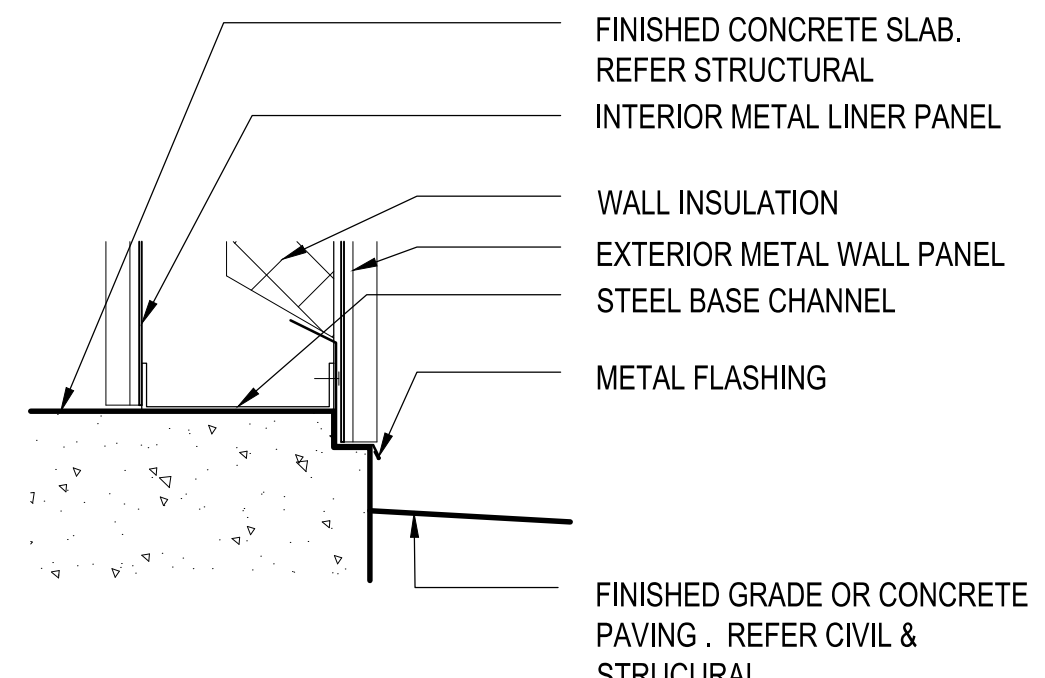
A2.01

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.
 ONE INCH

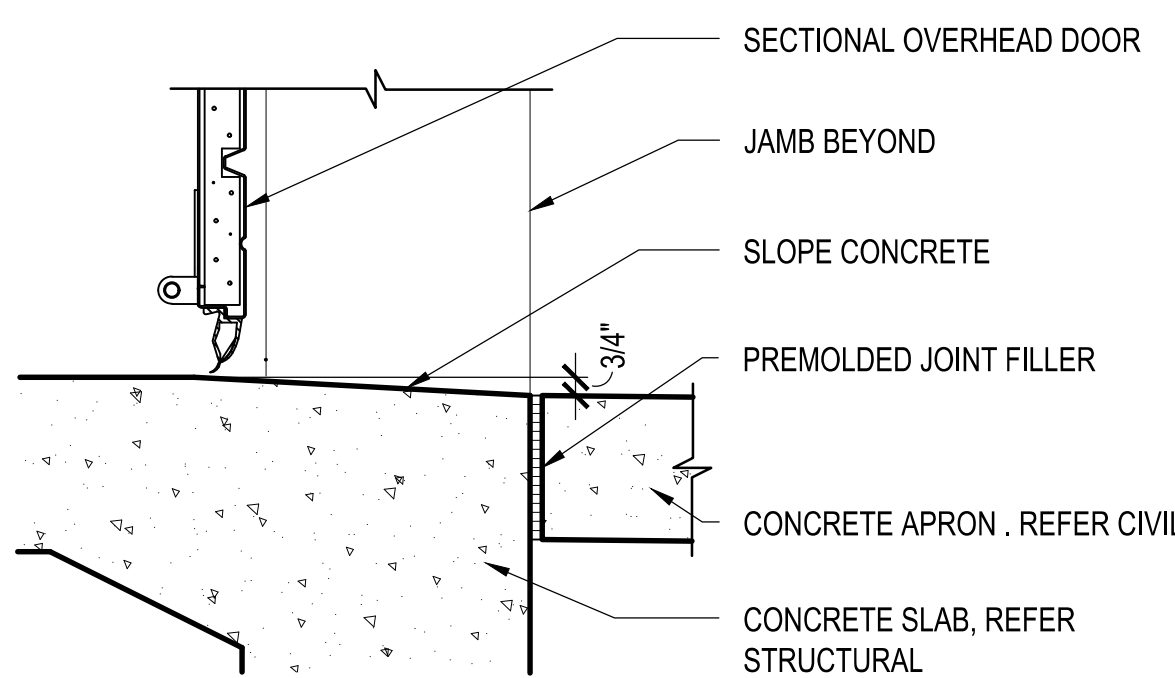


1 WALL SECTION
SCALE: 1/2" = 1'-0"

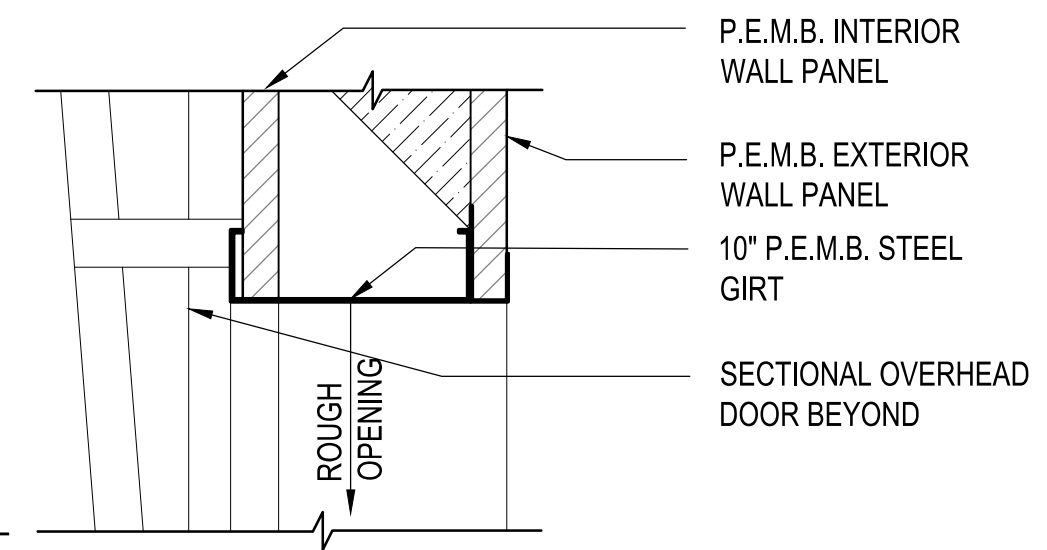
2 WALL SECTION
SCALE: 1/2" = 1'-0"



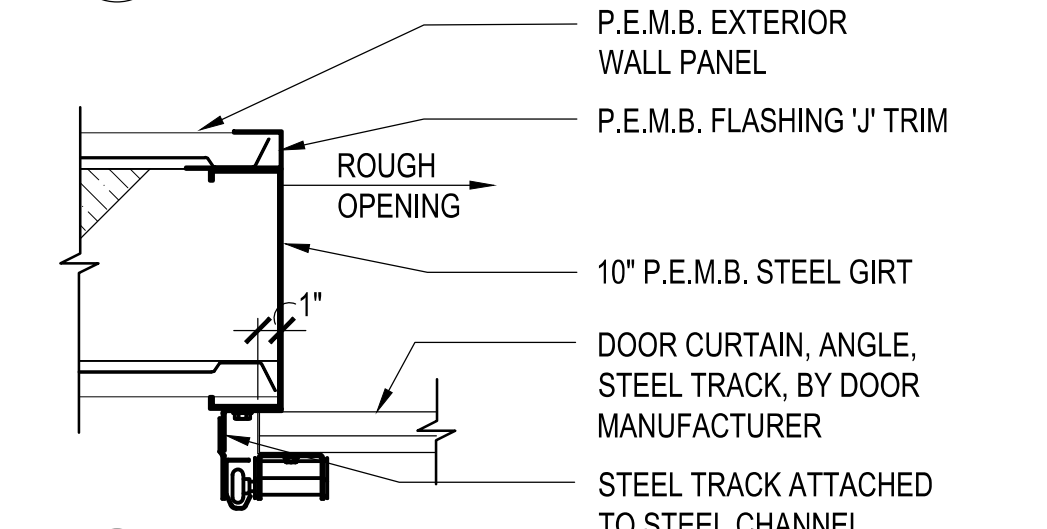
3 BASE DETAIL
SCALE: 1 1/2" = 1'-0"



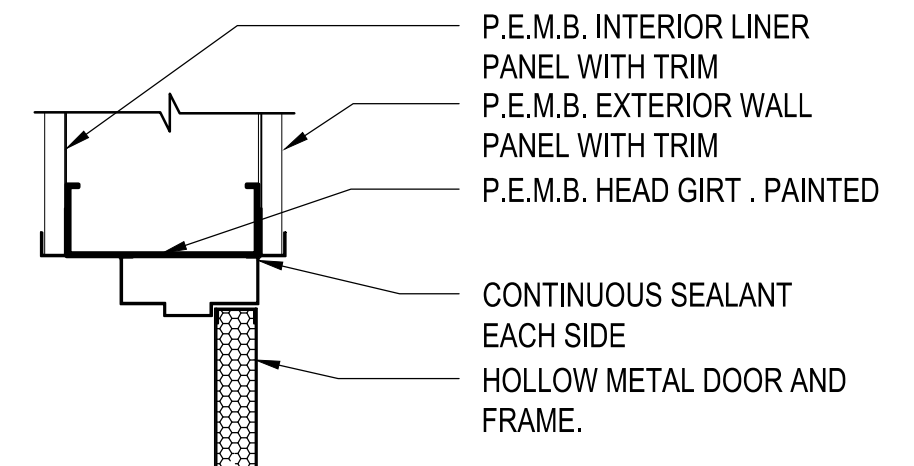
4 SILL DETAIL
SCALE: 1 1/2" = 1'-0"



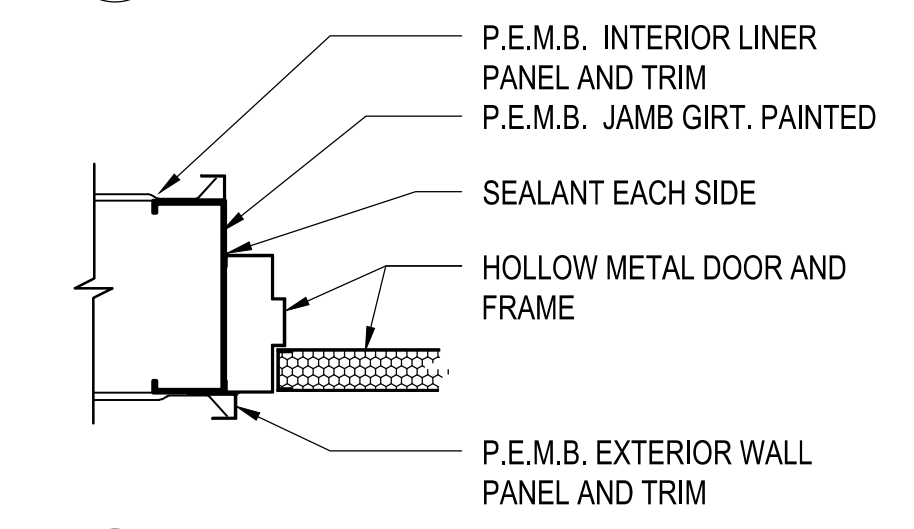
5 HEAD DETAIL
SCALE: 1/2" = 1'-0"



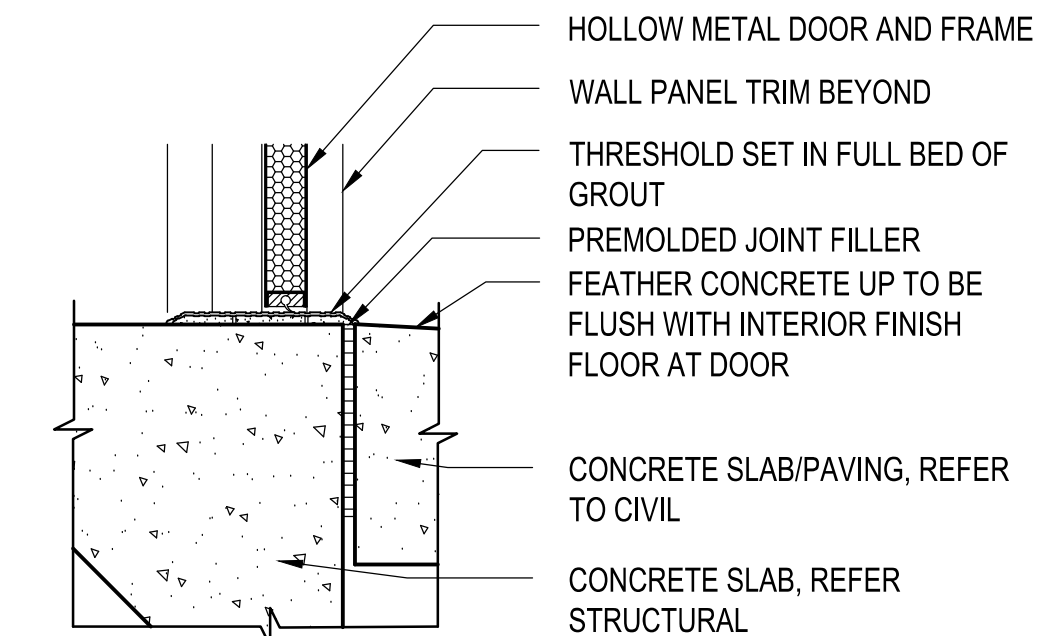
6 JAMB DETAIL
SCALE: 1/2" = 1'-0"



7 HEAD DETAIL
SCALE: 1/2" = 1'-0"



8 JAMB DETAIL
SCALE: 1/2" = 1'-0"



9 SILL DETAIL
SCALE: 1 1/2" = 1'-0"

DOOR SCHEDULE

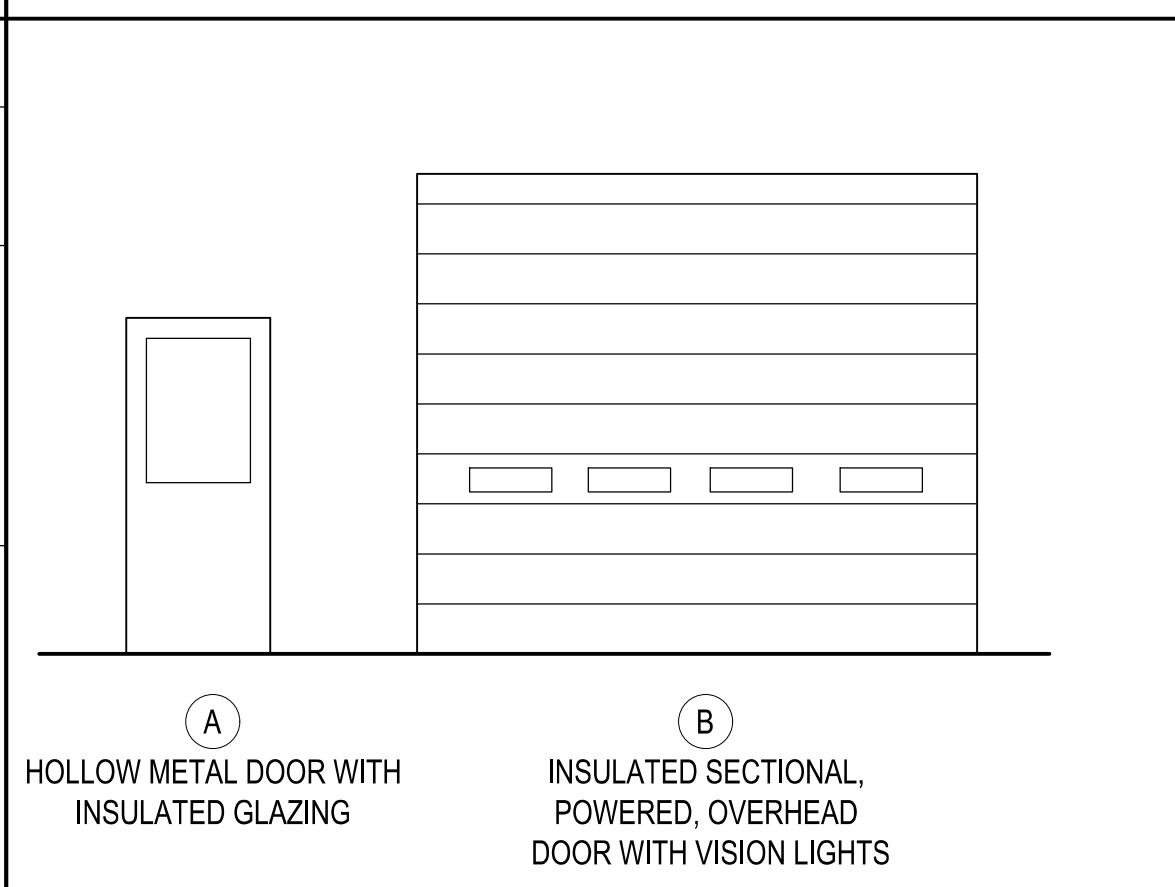
DOOR MARK	DESCRIPTION	SIZE	DOOR	DOOR TYPE	INSUL	HDWR SET	VISION LITE	HEAD	JAMB	SILL	REMARKS
SECURE INVENTORY WAREHOUSE											
A	WAREHOUSE	3'-0"X7'-0"	METAL	A	YES	A	YES	7/A3.01	8/A3.01	9/A3.01	-
B	WAREHOUSE	12'-0"X14'-0"	METAL	B	YES	B	YES	5/A3.01	6/A3.01	4/A3.01	-

HARDWARE SCHEDULE

HDWR MARK	DESCRIPTION	HDWR MARK	DESCRIPTION
A	1 1/2 PAIR BALL BEARING HINGES LOCKSET (ADA LEVER TYPE HANDLE) THRESHOLD (ADA) WEATHERSTRIPPING DOOR SWEEP CLOSER KICK DOWN DOOR STOP PANIC DEVICE	B	MANUFACTURER STANDARD POWERED O.H. DOOR OPERATION

HARDWARE NOTES:
ALL HARDWARE TO BE:
HEAVY DUTY COMMERCIAL GRADE 1
SINGLE SOURCE
ADA COMPLIANT
PROVIDE MASTER KEYING AS SCHEDULED BY OWNER.

DOOR TYPE

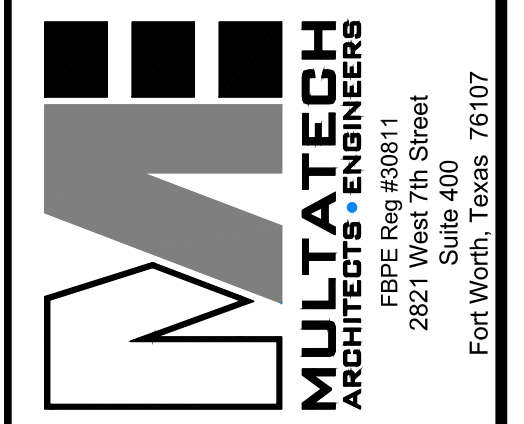


DOOR NOTES

- USE HEAVY DUTY COMMERCIAL GRADE HARDWARE
- ALL DOORS TO BE SECURELY FASTENED IN PLACE, TRUE AND PLUMB, AND ABSOLUTELY WEATHER TIGHT.
- ALL DOORS TO BE LOCKED SHALL HAVE A KEYING SCHEDULE APPROVED BY HALLIBURTON.
- ALL DOOR HARDWARE WILL BE COMPLY WITH ADA ACCESSIBILITY REQUIREMENTS.
- SUBMITTALS REQUIRED ON ALL DOORS AND DOOR HARDWARE.
- CONTRACTOR SHALL DETERMINE HOLLOW METAL DOOR FRAME WIDTHS BASED ON PLAN LOCATION AND PARTITION TYPE.
- DOOR MUST BE ABSOLUTELY WEATHER TIGHT.

ISSUES

NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING
1200 N CORINTH ST
CORINTH, TEXAS 76208
WALL SECTIONS AND DETAILS

PROJECT #: 17142.00
ISSUE DATE: 08.24.2018
SHEET NUMBER:

A3.01

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GENERAL CONDITIONS

- CODE 2015 INTERNATIONAL BUILDING CODE
- SERVICE BUILDING GRAVITY LOADS
 - A. LIVE LOAD ROOF 20 PSF
 - B. SNOW LOAD GROUND SNOW LOAD P_g 5 PSF
- SERVICE BUILDING LATERAL LOADS
 - A. WIND LOADS
 - BASIC WIND SPEED (3-SECOND GUST) 115 MPH
 - WIND EXPOSURE CATEGORY C
 - RISK CATEGORY II
 - INTERNAL PRESSURE COEFFICIENT (G_{CP}) ±0.18
 - SEISMIC LOADS
 - RISK CATEGORY II
 - SEISMIC IMPORTANCE FACTOR (I_e) 1.0
 - MAPPED SPECTRAL RESPONSE COEFFICIENT (S_s) 0.109
 - MAPPED SPECTRAL RESPONSE COEFFICIENT (S₁) 0.054
 - SITE CLASS D
 - SPECTRAL RESPONSE COEFFICIENT (S_{ds}) 0.116
 - SPECTRAL RESPONSE COEFFICIENT (S_{d1}) 0.087
 - SEISMIC DESIGN CATEGORY B
 - BASIC SEISMIC FORCE RESISTING SYSTEM ORDINARY STEEL MOMENT FRAMES
 - DESIGN BASE SHEAR (V) 0.036W
 - SEISMIC RESPONSE COEFFICIENT (C_s) 0.036
 - RESPONSE MODIFICATION COEFFICIENT (R) 3.5
 - ANALYSIS PROCEDURE EQUIVALENT LATERAL FORCE
- STRUCTURE WAS DESIGNED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2015 EDITION (IBC 2015).
- CONSULT STRUCTURAL ENGINEER IF LOCATIONS OR DESIGN WEIGHTS OF ROOF TOP UNITS DIFFER FROM THOSE ON PLANS.
- FIELD VERIFY ALL RELEVANT DIMENSIONS AND CONDITIONS AT EXISTING STRUCTURES PRIOR TO STARTING SHOP DRAWINGS AND THE CONSTRUCTION PROCESS IN THOSE AREAS. SUBMIT APPROPRIATE PLANS AND DETAILS REFLECTING THE FIELD VERIFIED EXISTING CONDITIONS FOR THE ARCHITECTS USE.
- EXISTING CONDITIONS WHICH REQUIRE MODIFICATIONS TO THE DESIGN OF THE PROPOSED CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SADLER GROUP.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF OTHER TRADES (MECHANICAL, ELECTRICAL, & ETC.) PRIOR TO FABRICATION AND INSTALLATION OF MATERIALS.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ARCHITECTURAL AND STRUCTURAL DRAWINGS PRIOR TO FABRICATION, FORMING, OR PLACEMENT OF MATERIALS. GENERAL CONTRACTOR SHALL REPORT DISCREPANCIES IMMEDIATELY TO ARCHITECT AND SHALL PROCEED WITH CONSTRUCTION ONLY AFTER DISCREPANCY HAS BEEN RESOLVED.
- THE DETAILS DESIGNATED AS "TYPICAL DETAILS" APPLY GENERALLY TO THE DRAWINGS IN ALL AREAS WHERE CONDITIONS ARE SIMILAR TO THOSE SHOWN IN THE DETAILS.
- IF A CONFLICT EXIST BETWEEN PLANS AND SPECIFICATION, OR BETWEEN STRUCTURAL AND ARCHITECTURAL DRAWINGS THE CONTRACTOR SHALL REQUEST WRITTEN CONFORMANCE. IF IT IS NOT RESOLVED PRIOR TO SUBMITTING BIDS, THE CONTRACTOR SHALL PRICE THE MOST EXPENSIVE OPTION.
- MATERIALS OR PRODUCTS SUBMITTED FOR APPROVAL WHICH ARE NOT AS SPECIFIED IN THE DOCUMENT SHALL BE ACCOMPANIED BY A CURRENT I.C.B.O. (INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS) REPORT. MATERIALS OR PRODUCTS THAT DO NOT HAVE I.C.B.O. REPORTS INDICATING THE SUBSTITUTED MATERIAL OR PRODUCT TO BE EQUAL TO THAT SPECIFIED, WILL NOT BE CONSIDERED.

CODES & DESIGN SPECIFICATIONS

- 2015 INTERNATIONAL BUILDING CODE
- STRUCTURAL STEEL: "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS," THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 2005.
- STRUCTURAL CONCRETE: "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318-08)," THE AMERICAN CONCRETE INSTITUTE, 2008.
- WHERE THERE IS A CONFLICT BETWEEN THE BUILDING CODE AND THE MATERIAL CODES, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.

CONCRETE NOTES

- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
- REINFORCING STEEL SHALL BE ASTM A615 GRADE 60.
- LAP SPLICES SHALL BE IN ACCORDANCE WITH THE FOLLOWING TABLE, UNLESS NOTED OTHERWISE. WHERE CLASSES ARE NOT SPECIFIED ON DRAWINGS, USE CLASS "B" SPLICES.
- PROVIDE CORNER BAR REINFORCEMENT AT ALL CORNERS AND INTERSECTIONS OF GRADE BEAMS OR WALLS. REFER TO TYPICAL DETAIL ON SHEET S1 FOR PLACEMENT AND ADDITIONAL NOTES.
- ALL REINFORCEMENT SHALL BE DETAILED IN ACCORDANCE WITH THE LATEST ACI DETAILING MANUAL.
- CONTRACTOR SHALL COORDINATE ALL PENETRATIONS, CONDUIT, CHAMFERS AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT.

STRUCTURAL STEEL

- ALL STEEL PIPES SHALL BE ASTM A53 GRADE B (F_y=35 KSI) STEEL. ALL TUBES (HSS SECTIONS) SHALL BE ASTM A500 GRADE B (F_y=46 KSI) STEEL AND ALL WIDE FLANGE SECTIONS SHALL BE ASTM A992 (F_y=50 KSI) STEEL.
- ALL OTHER STRUCTURAL STEEL SHALL BE ASTM A36 STEEL.
- STEEL JOISTS SHALL MEET ALL SPECIFICATIONS OF THE LATEST S.J.I. EDITION. F_y=50 KSI.
- STEEL JOISTS AND BRIDGING SHALL BE DESIGNED BY MANUFACTURERS FOR NET UPLIFT FORCES DUE TO WIND OF 15 P.S.F.
- CONNECTIONS SHALL BE DESIGNED AND FABRICATED ACCORDING TO THE FOLLOWING NOTES:
 - A. ALL CONNECTIONS SHALL BE TYPE 2 CONSTRUCTION, FRAMED BEAM CONNECTIONS CONFORMING TO PART 4 TABLES II AND III, OF AISC MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN, NINTH EDITION.
 - B. ALL TYPE 2 BEAM CONNECTIONS SHALL BE STANDARD DOUBLE ANGLE TYPE UNLESS DETAILED OTHERWISE. CONNECTIONS MAY BE 100% BOLTED IN ACCORDANCE WITH TABLE II OR A COMBINATION OF WELDS AND BOLTS PER TABLE III.
 - C. ALL BOLTED CONNECTIONS SHALL USE A325-N BOLTS UNLESS NOTED OTHERWISE. MINIMUM NUMBER AND SIZE OF BOLTS PER CONNECTION SHALL BE TWO (2) 3/4" DIA. DIAMETER BOLTS. ALL CONNECTIONS SHALL DEVELOP A MINIMUM SHEAR CAPACITY OF 6 KIPS.
 - D. CONNECTIONS SHALL BE SELECTED TO CARRY THE END REACTIONS AS SHOWN OR SCHEDULED ON THE DRAWINGS. STEEL FABRICATOR TO SELECT ANGLE SIZES, WELD SIZES, AND NUMBER AND SIZE OF BOLTS IN CONFORMANCE WITH AISC STEEL MANUAL INCLUDING SPECIFICALLY TABLES II AND/OR III.
 - E. WHEN THE END REACTIONS IS NOT SHOWN OR SCHEDULED ON THE DRAWINGS, FABRICATE CONNECTIONS WITH 1/4" THICK DOUBLE ANGLES, USING 3/4" DIA. A325-N BOLTS. THE NUMBER OF HORIZONTAL ROWS OF BOLTS SHALL BE DETERMINED BY DIVIDING THE NOMINAL BEAM DEPTH BY 5.5 AND ROUNDING ANY FRACTION UP TO THE NEXT HIGHEST NUMBER.
- ALL WELDS SHALL BE MADE USING E70 ELECTRODES.
- HEADED STUDS (H.S.) SHALL BE NELSON OR BETTER.
- X-BRACING CONNECTIONS SHALL BE DESIGNED BY FABRICATOR TO DEVELOP TENSILE CAPACITY OF BRACE.
- STANDING SEAM ROOF DECK SHALL NOT PROVIDE LATERAL SUPPORT FOR JOIST TOP CHORD.
- TEMPORARY CONSTRUCTION BRACING OF THE STRUCTURAL STEEL FRAME SHALL REMAIN IN PLACE UNTIL AFTER THE FLOOR AND ROOF DECK ATTACHMENTS HAVE BEEN COMPLETED AND ALL PERMANENT BRACING HAS BEEN INSTALLED

PRE-ENGINEERED METAL BUILDING

- THE BUILDING SHALL BE A PREFABRICATED METAL STRUCTURE OF THE SIZE AND CONFIGURATION SHOWN. MINIMUM WEB THICKNESS OF RIGID FRAMES SHALL BE 5/8" INCH AND THE MINIMUM FLANGE THICKNESS OF RIGID FRAMES SHALL BE 3/8" INCH.
- THE BUILDING SHALL BE DESIGNED AND FABRICATED ACCORDING TO AISC, MBMA AND AISI LATEST SPECIFICATIONS. WHEN CONFLICTS OCCUR BETWEEN AISC, MBMA, AND ANSI, THE MOST STRINGENT SHALL CONTROL.
- THE BUILDING FRAME SHALL BE DESIGNED TO LIMIT THE DEFLECTION TO H/180 INCHES AT THE BUILDING EAVE FOR THE BASIC WIND SPEED DETERMINED PER THE "STRUCTURAL GENERAL CONDITIONS".
- A COMPLETE DESIGN ANALYSIS SHOWING ALL CALCULATIONS FOR THE RIGID FRAMES, GIRTS, PURLINS AND X-BRACING FOR WIND AND SEISMIC LOADS AND A LAYOUT OF ANCHOR BOLTS AND OTHER EMBEDDED ITEMS SHALL BE SUBMITTED FOR APPROVAL WITH THE SHOP DRAWINGS. SHOP DRAWINGS SHALL INCLUDE DETAILS OF ALL MAIN MEMBERS, TYPICAL CONNECTIONS, AND ERECTION DRAWINGS. SHOP DRAWINGS AND CALCULATIONS SHALL E SUBMITTED BEARING A SEAL OF AN ENGINEER REGISTERED IN THE STATE OF TEXAS.
- THE BUILDING SHALL BE DESIGNED TO SUPPORT ALL MECHANICAL EQUIPMENT INCLUDING HEATERS, SPRINKLERS, EXHAUST SYSTEMS, AND ALL OTHER SUCH DEVICES. ADDITIONAL GIRTS OR PURLINS SHALL BE PLACED IN CONVENIENT LOCATIONS FOR ATTACHMENT OF ALL MECHANICAL EQUIPMENT.
- LOAD TESTS ON METAL PANEL WALLS AND ROOF MUST BE SUBMITTED WHERE PANELS ARE USED AS A DIAPHRAGM UNLESS CROSS BRACING IS USED TO TRANSFER LATERAL LOADS.
- WALL GIRTS SHALL BE DESIGNED TO RESIST WIND LOADS AS SPECIFIED IN DESIGN CRITERIA.
- LATERAL DEFLECTION OF WALL GIRTS UNDER THE WIND LOADS SHALL BE LIMITED TO L/360. WALL GIRTS SHALL NOT SAG VERTICALLY UNDER THEIR OWN SELF WEIGHT MORE THAN L/360. USE SAG RODS AS NECESSARY TO LIMIT WALL GIRT VERTICAL DEFLECTION.
- ALL ROOF MEMBERS LIVE LOAD DEFLECTION SHALL BE LIMITED TO L/360. ROOF MEMBERS TOTAL LOAD DEFLECTION SHALL BE LIMITED TO L/240.
- ANCHOR BOLT DIAMETERS AND PATTERNS SHOWN IN DRAWINGS SHALL BE VERIFIED BY MBM.
- FOUNDATION DESIGN REACTIONS SHOWN IN DRAWINGS SHALL BE VERIFIED BY MBM.
- ALL COLUMN BASES SHALL BE DESIGNED AS PIN-CONNECTED. NO FIXED BASES ARE ALLOWED.
- DESIGN LOAD COMBINATIONS SHALL COMPLY WITH MBMA SPECIFICATIONS.
 - A. DL+LL
 - B. DL+0.5LL+W (UNIFORMLY DISTRIBUTED OVER FULL SPAN)
 - C. DL+LL-0.5WL
 - D. DL+SEISMIC FORCE

SPECIAL INSPECTIONS

STRUCTURAL TESTS AND INSPECTION

- THIS SECTION APPLIES TO THE STRUCTURAL PORTIONS OF THE PROJECT REQUIRING SPECIAL INSPECTION. THE SPECIAL INSPECTOR'S DUTIES ARE OUTLINED IN IBC 1704 AND SHALL BE VERIFIED WITH THOSE LISTED BELOW PRIOR TO THE START OF ANY WORK.
- COPIES OF TEST RESULTS AND FINAL REPORTS SHALL BE SUPPLIED TO THE ENGINEER OF RECORD IN ADDITION TO OTHER NORMAL DISTRIBUTIONS WITHIN ONE WEEK OF THE VISIT OR INSPECTION. FINAL REPORTS SHALL STATE WHETHER WORK WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL BE NOTIFIED IMMEDIATELY OF ANY/ALL DISCREPANCIES. AFTER NOTIFICATION TO CONTRACTOR, IF THE DISCREPANCIES ARE NOT CORRECTED, THE BUILDING OFFICIAL AND ENGINEER OF RECORD SHALL BE NOTIFIED IMMEDIATELY.
- ALL TESTS AND INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT TESTING AND INSPECTION AGENCY EMPLOYED BY THE OWNER AND APPROVED BY THE BUILDING OFFICIAL. JOB SITE VISITS BY THE STRUCTURAL ENGINEER OF RECORD DO NOT CONSTITUTE A SPECIAL INSPECTION.
- THE CONTRACTOR SHALL PROVIDE THE TEST AND INSPECTION AGENCY WITH A SCHEDULE TO FACILITATE THE PROPER COORDINATION OF WORK.
- PORTIONS OF WORK REQUIRING SPECIAL INSPECTION:

CONTINUOUS PERIODIC NONE N/A

STEEL CONSTRUCTION SECTION 1705.2

- MATERIAL VERIFICATION OF COLD FORMED STEEL DECK:
 - A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN APPROVED CONSTRUCTION DOCUMENTS. ■
 - B. MANUFACTURERS CERTIFIED TEST REPORTS. ■
- INSPECTION OF WELDING:
 - A. COLD-FORMED STEEL DECK:
 - 1. FLOOR & ROOF DECK WELDS. ■
 - B. REINFORCING STEEL:
 - 1. VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A706. ■
 - 2. REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE.
 - 3. SHEAR REINFORCEMENT.
 - 4. OTHER REINFORCING STEEL. ■

CONCRETE CONSTRUCTION SECTION 1705.3

- INSPECTION OF REINFORCING STEEL, INCLUDING PRE-STRESSING TENDONS & PLACEMENT. ■
- INSPECTION OF REINFORCING STEEL WELDING. ■
- INSPECTION OF ANCHORS CAST IN CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED OR WHERE STRENGTH DESIGN IS USED. ■
- INSPECTION OF ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. ■
- VERIFYING USE OF REQUIRED DESIGN MIX. ■
- AT THE TIME OF FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH, SLUMP, AND AIR CONTENT TESTS.
- INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.
- INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES. ■
- INSPECTION OF PRE-STRESSED CONCRETE:
 - A. APPLICATION OF PRE-STRESSING FORCES. ■
 - B. GROUTING OF BONDED PRE-STRESSING TENDONS IN SEISMIC FORCE RESISTING SYSTEM. ■
- ERECTION OF PRECAST CONCRETE MEMBERS. ■
- VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS.
- INSPECT FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED. ■

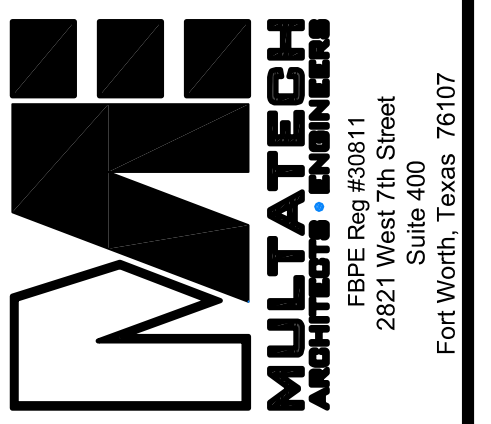
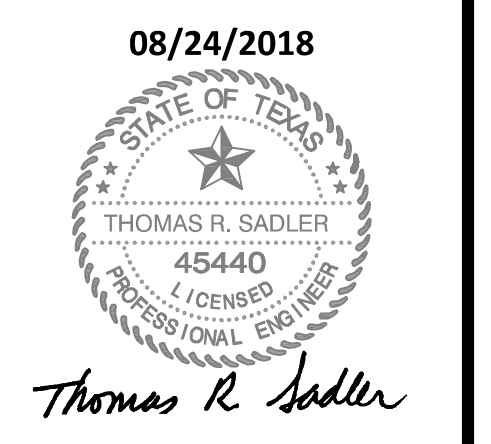
CAST-IN-PLACE DEEP FOUNDATIONS SECTION 1705.8

- OBSERVE DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.
- VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM ELEMENT DIAMETERS, BELL DIAMETERS (IF APPLICABLE), LENGTHS, EMBEDMENT INTO BEDROCK (IF APPLICABLE), AND ADEQUATE END BEARING STRATA CAPACITY. RECORD CONCRETE OR GROUT VOLUMES.
- FOR CONCRETE ELEMENTS, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.
- CONTINUOUS INSPECTION INDICATES FULL TIME OBSERVAION/TESTING BY APPROVED SPECIAL INSPECTOR, PERIODIC INSPECTION INDICATES PART-TIME OR INTERMITTENT OBSERVATION/TESTING BY APPROVED SPECIAL INSPECTOR.
- ALL OFFSITE FABRICATION SHALL BE INSPECTED AS OUTLINED ABOVE UNLESS FABRICATOR IS APPROVED PER IBC 1704. APPROVED FABRICATORS MUST SUBMIT CERTIFICATE OF COMPLIANCE FOR ALL OFFSITE FABRICATION SUCH AS STRUCTURAL STEEL, GLULAMS, PRECAST CONCRETE, ETC.
- FOR STRUCTURAL OBSERVATION REQUIRED BY THE ENGINEER OF RECORD OR THE BUILDING DEPARTMENT, THE OWNER SHALL EMPLOY AN ENGINEER APPROVED BY THE ENGINEER OF RECORD OR A BUILDING OFFICIAL TO PERFORM STRUCTURAL OBSERVATIONS AS DEFINED IN IBC 2009.

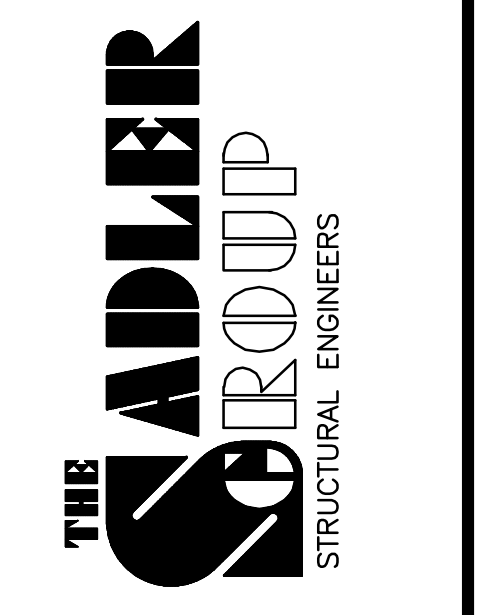
SITE NOTES

- THE FOUNDATION DESIGN IS BASED ON THE SOILS REPORTS PREPARED BY TTL PROJECT # 000180801663.00 DATED JULY 11, 2018.
- ISOLATED SPREAD FOOTINGS AND CONTINUOUS WALL FOOTINGS ARE DESIGNED, ON THE BASIS OF A NET ALLOWABLE BEARING CAPACITY OF 2,500 PSF.
- ALL FOOTINGS SHALL BE FOUNDED A MINIMUM OF 2 FEET BELOW EXISTING GROUND SURFACE.
- THE FOOTING EXCAVATIONS SHALL BE MADE TO NEAT LINES AND SHALL BE FREE OF LOOSE OR WET MATERIALS. CONCRETE SHALL BE PLACED DIRECTLY AGAINST THE SOIL WITHOUT FORMING.
- ALL FOOTINGS SHALL BE INSPECTED BY THE SOIL ENGINEER PRIOR TO PLACING CONCRETE IN ORDER TO ASSURE THAT THE BEARING SURFACES ARE CONSISTENT WITH DESIGN RECOMMENDATIONS.
- WHERE SOFT AREAS ARE ENCOUNTERED THE AREA SHALL BE UNDERCUT AS REQUIRED AND REPLACED WITH COMPACTED FILL OR CONCRETE. THE FILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 698.
- PLACEMENT OF FILL SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- BUILDING PAD SHALL BE AS FOLLOWS:
 - A. THE BUILDING SITE AND AREAS TO BE PAVED SHALL BE STRIPPED OF ALL TOPSOIL, VEGETATION, ROOTS, OLD CONSTRUCTION DEBRIS, OR OTHER ORGANIC MATERIAL. ANY EXISTING FILL SHALL BE REMOVED.
 - B. CONTRACTOR SHALL UNDERCUT THE EXISTING SUBGRADE TO A DEPTH OF FOUR (4) FEET AND REPLACE WITH SELECT FILL.
 - C. THE SUB GRADE SHALL BE FIRM AND ABLE TO SUPPORT THE CONSTRUCTION EQUIPMENT WITHOUT DISPLACEMENT AND BE COMPACTED AS RECOMMENDED HEREIN. SOFT OR YIELDING SUB GRADE SHALL BE CORRECTED AND MADE STABLE BEFORE CONSTRUCTION PROCEEDS. ANY OLD FILL FOUND ON THE SITE SHALL BE REWORKED TO PROVIDE ADEQUATE SUPPORT FOR FOUNDATIONS AND PAVEMENTS OR SHALL BE REMOVED. THE SUB GRADE SHALL BE PROOF ROLLED TO DETECT ANY SOFT SPOTS, WHICH IF EXIST, SHALL BE REWORKED, COMPACTED AND TESTED. PRIOR TO FILL PLACEMENT THE SUB GRADE SHALL BE SCARIFIED TO A DEPTH OF APPROXIMATELY SIX (6) INCHES AND RECOMPACTED TO THE DENSITY SET FORTH HEREIN.
 - D. ALL FILL REQUIRED IN BUILDING AREAS SHALL BE SELECT FILL HAVING A PLASTICITY INDEX BETWEEN TEN (10) AND TWENTY (20) AND A LIQUID LIMIT LESS THAN FORTY (40).
 - E. ALL FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING EIGHT (8) INCHES IN UNCOMPACTED THICKNESS, AND BE COMPACTED TO A DENSITY OF NINETY-FIVE (95) PERCENT OF STANDARD PROCTOR (ASTM D 698), AT A MOISTURE CONTENT RANGING BETWEEN TWO (2) PERCENTAGE POINT BELOW OPTIMUM TO TWO (2) PERCENTAGE POINTS ABOVE OPTIMUM (-2 TO +2).
 - F. COMPACTION TESTS SHALL BE TAKEN AS FOLLOWS: ONE FIELD DENSITY TEST PER LIFT. FOR EACH 2,500 SQUARE FEET FOR BUILDING AREAS. EACH LIFT SHALL BE COMPACTED, TESTED AND APPROVED BEFORE ANOTHER LIFT IS ADDED.
- CONTRACTOR SHALL BRACE WALL OR GRADE BEAM WHILE PLACING BACKFILL OR FILL MATERIAL.

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



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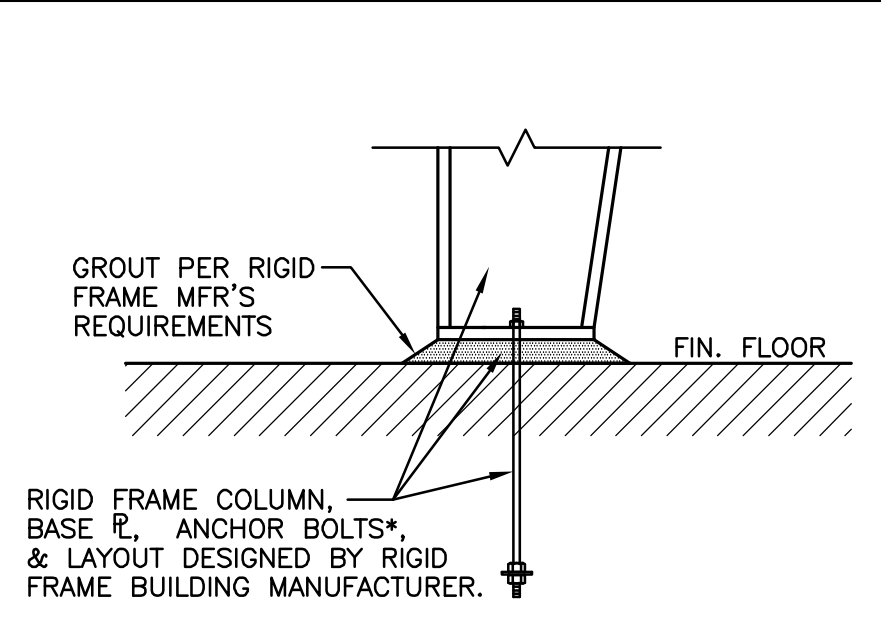


PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING
 1200 N CORINTH ST
 CORINTH, TEXAS 76208

GENERAL NOTES

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
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S0.1

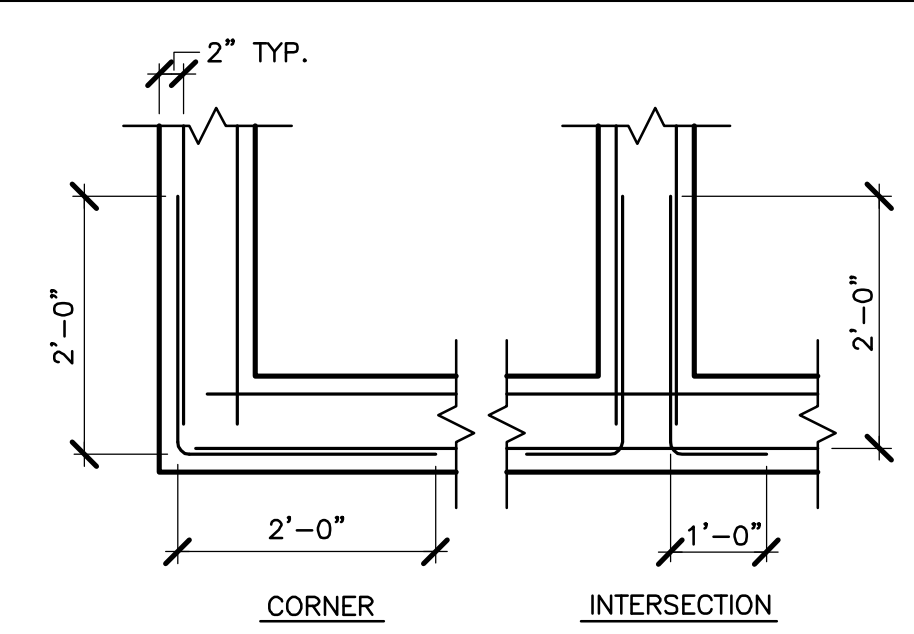
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.



*NOTE: REFER TO ANCHOR BOLT SCHEDULE FOR ANCHOR BOLT DIMENSIONS.

RIGID FRAME COL. BRG. ON GR. BM. OR PILASTER

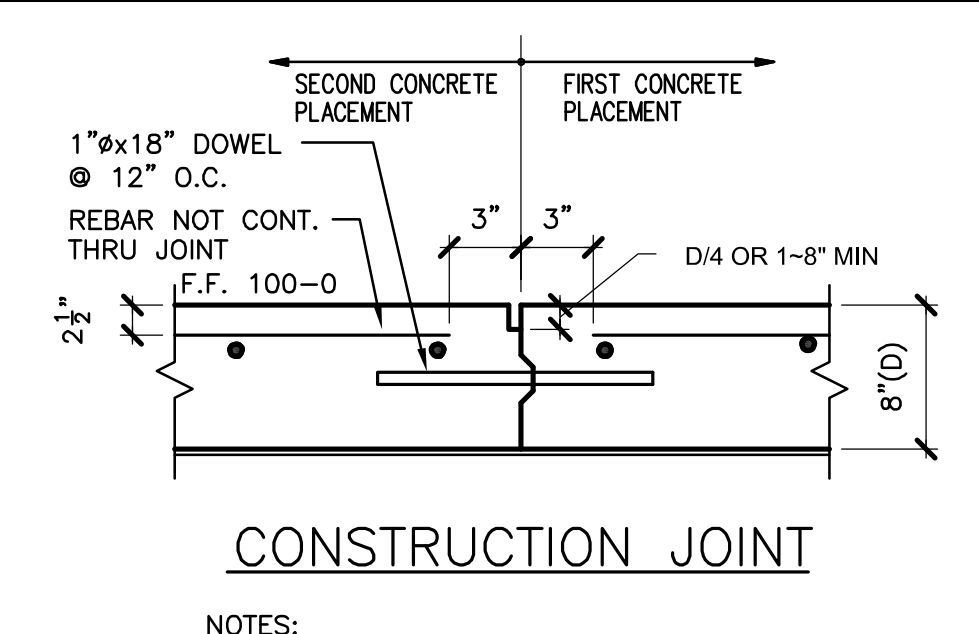
1 SECTION
SCALE: 3/4"=1'-0"



GRADE BM. CORNER REINFORCING

NOTE: LAP TOP & BOT. GRADE BEAM REINF. WITH SIMILAR SIZE CORNER BARS.

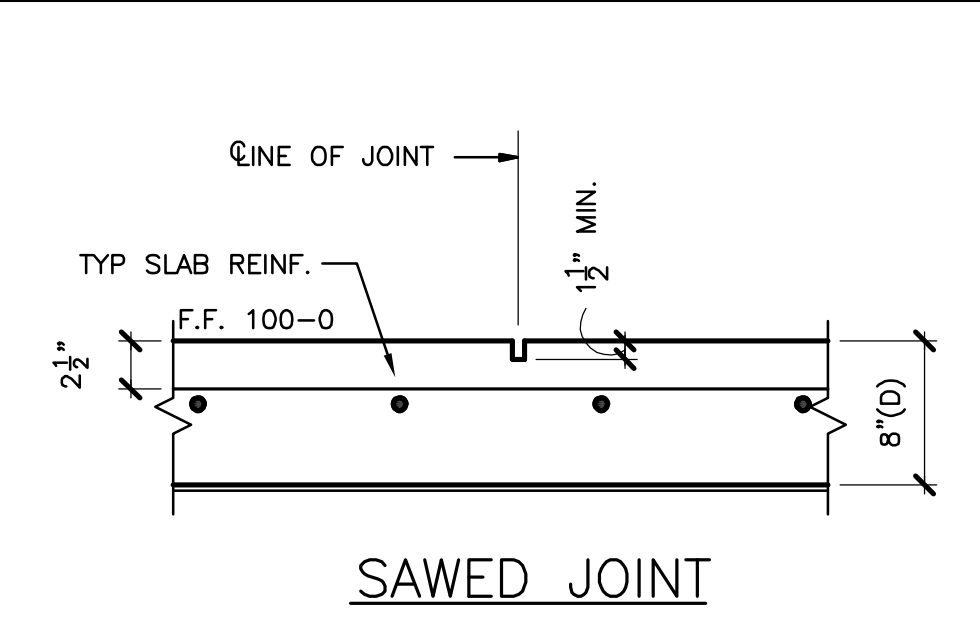
2 TYPICAL DETAIL
SCALE: 3/4"=1'-0"



NOTES:

- 1) PROVIDE JOINTS IN SLAB AT MAXIMUM SPACING OF 25 FEET O.C. EACH WAY.
- 2) TYPICAL JOINT IS A SAWED JOINT. CONTRACTOR TO LOCATE CONSTRUCTION JOINTS AT HIS DISCRETION.
- 3) SAWED JOINT SHALL BE CUT WITHIN 12 HOURS OF SLAB PLACEMENT.

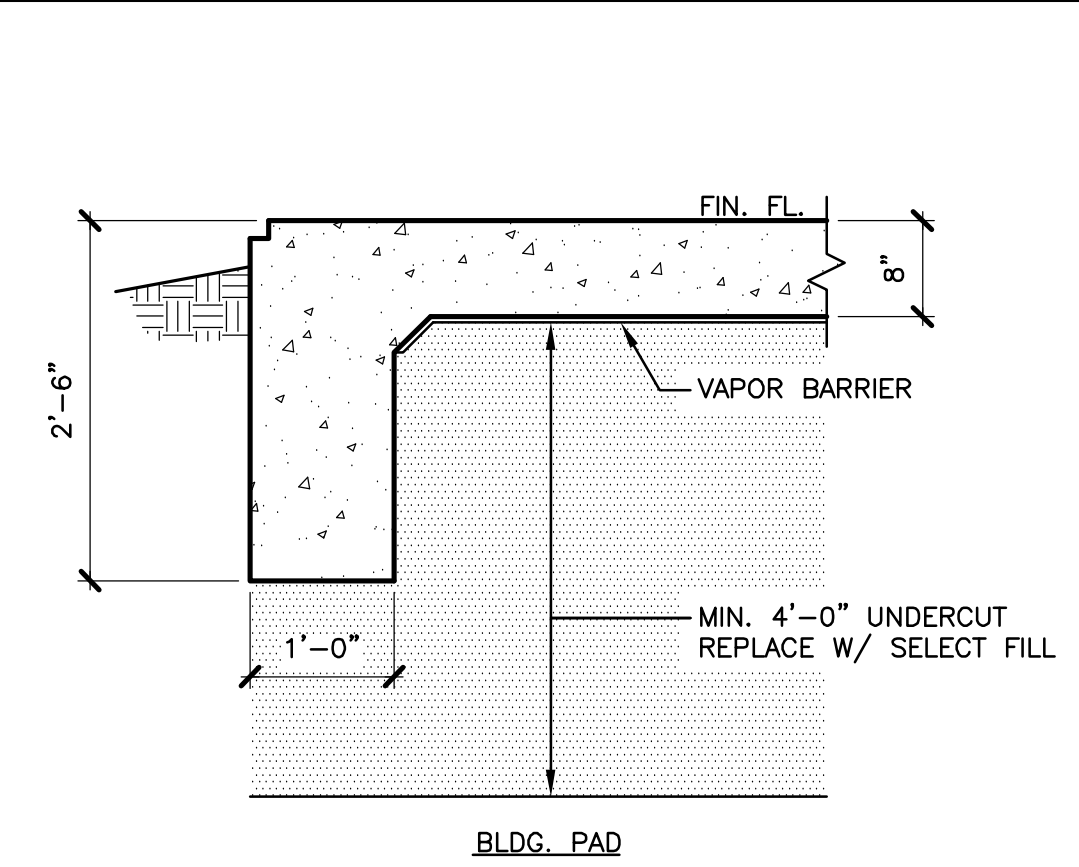
3 CONSTRUCTION JOINT
SCALE: N.T.S.



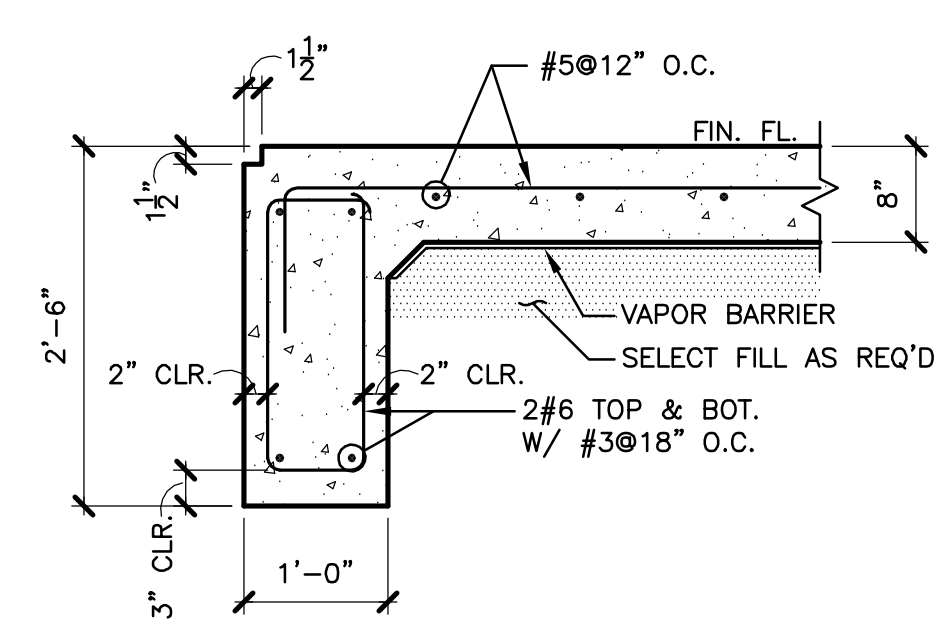
NOTES:

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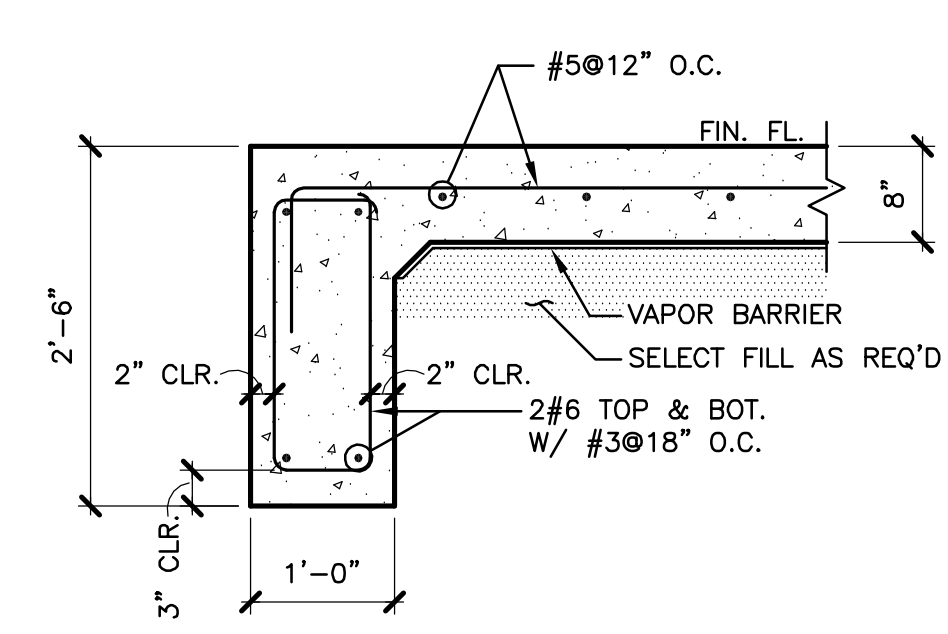
4 SAWED JOINT
SCALE: N.T.S.



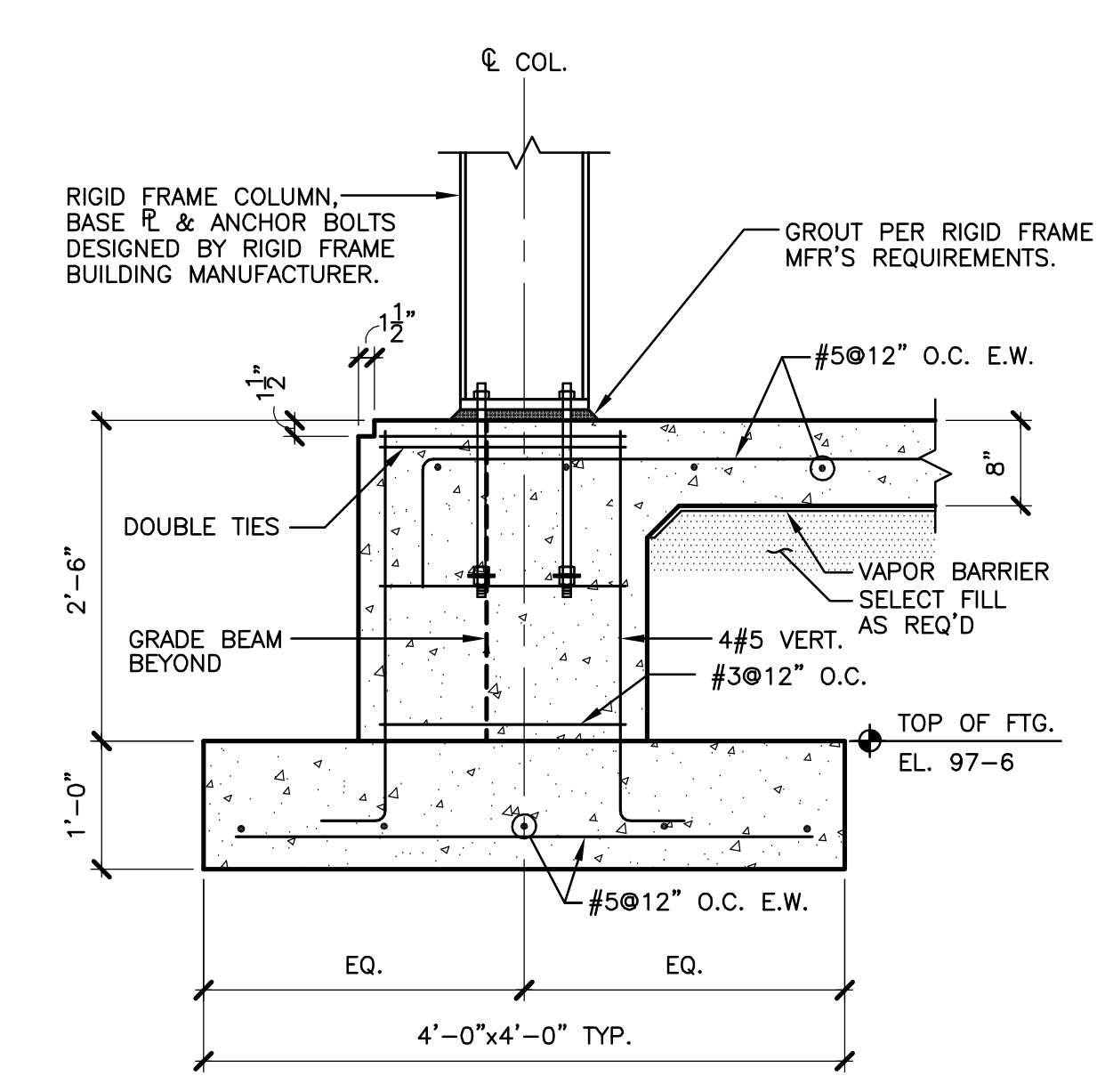
5 SECTION
SCALE: 3/4"=1'-0"



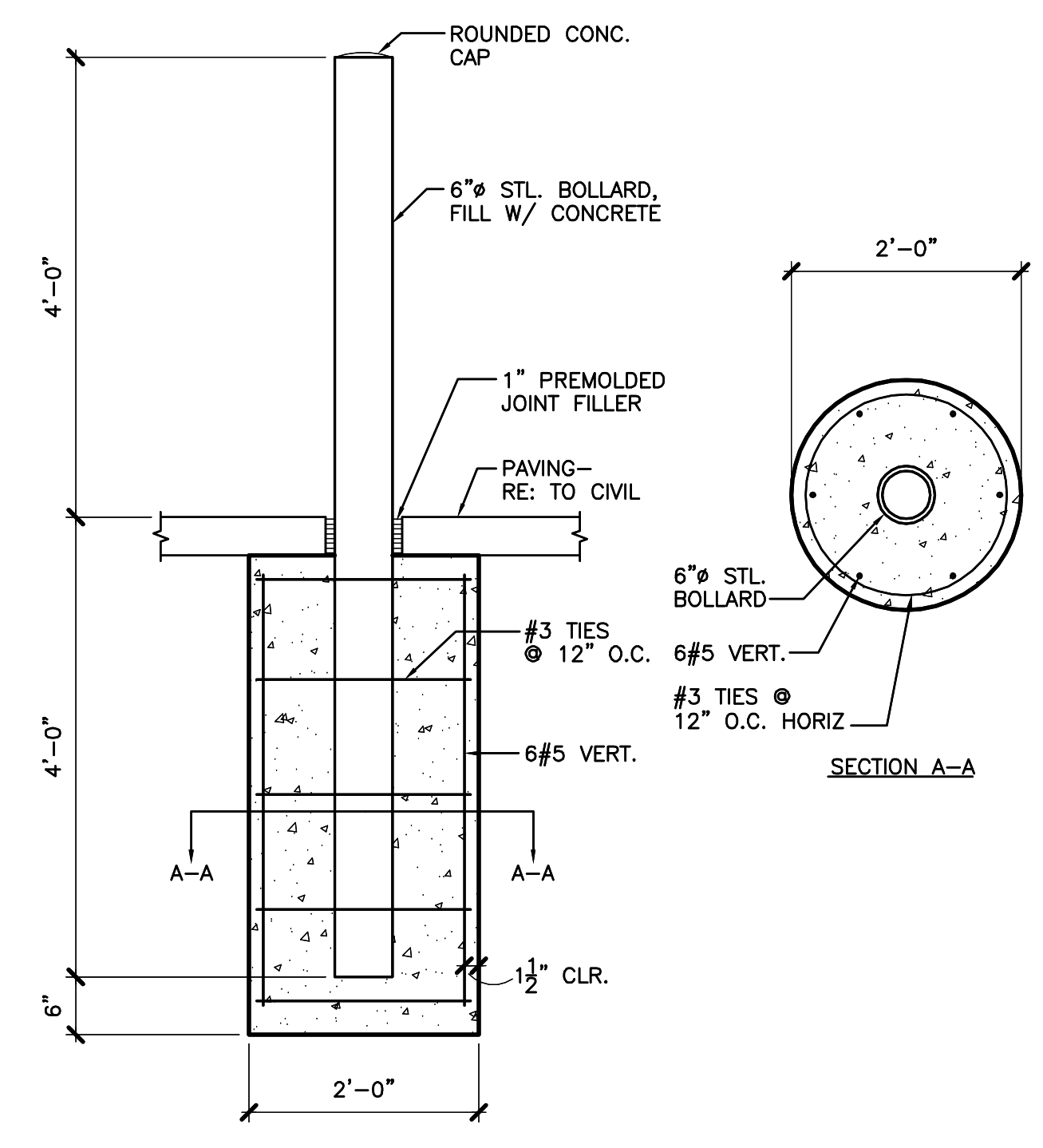
6 SECTION
SCALE: 3/4"=1'-0"



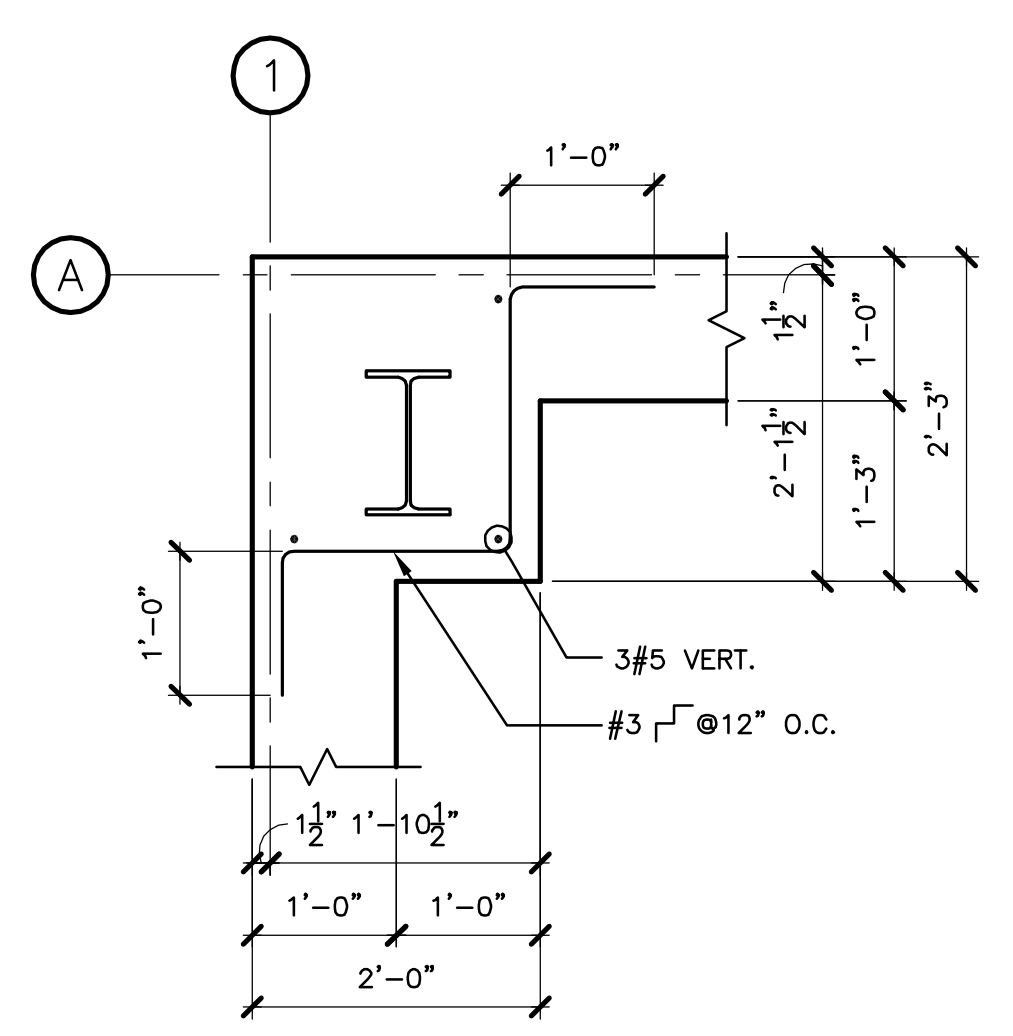
8 SECTION
SCALE: 3/4"=1'-0"



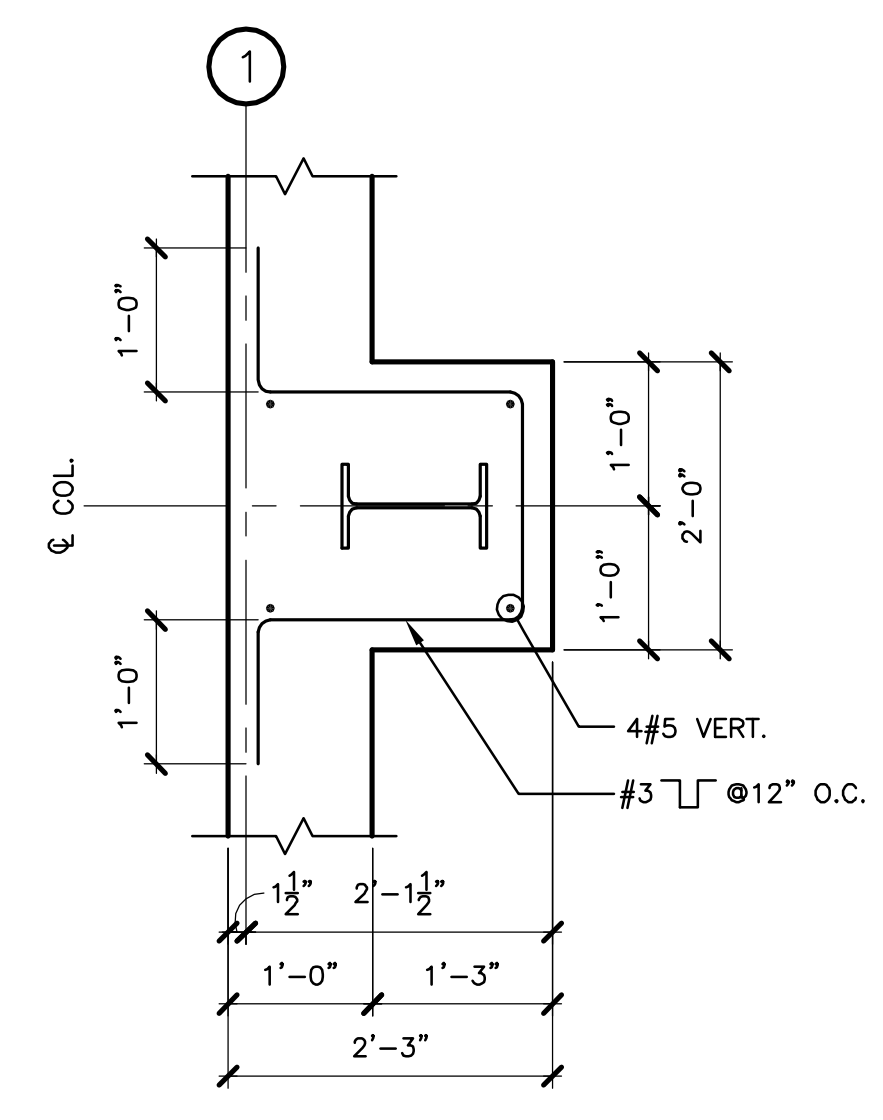
9 SECTION
SCALE: 3/4"=1'-0"



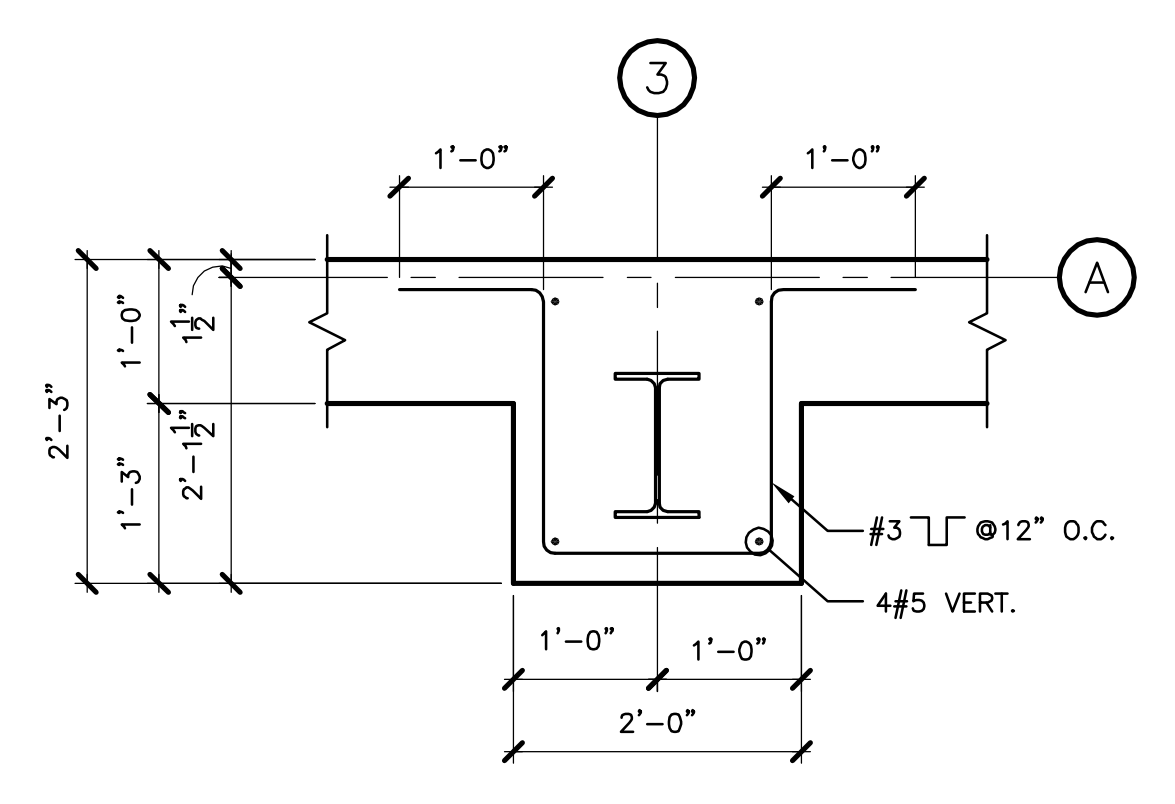
10 SECTION
SCALE: 3/4"=1'-0"



11 TYPICAL DETAIL
SCALE: 3/4"=1'-0"

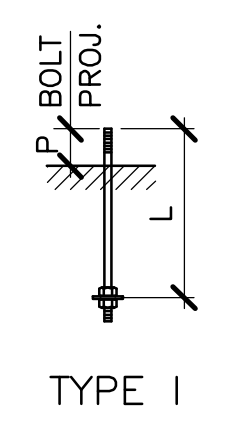


12 TYPICAL DETAIL
SCALE: 3/4"=1'-0"

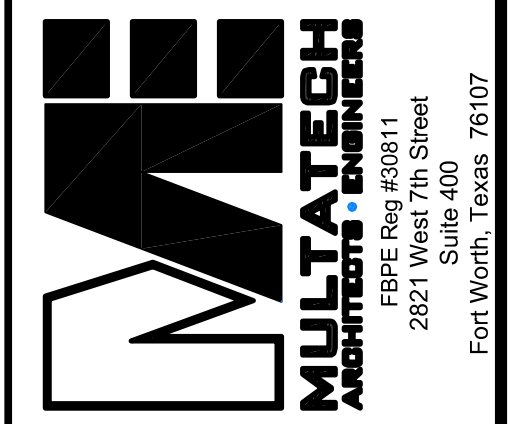
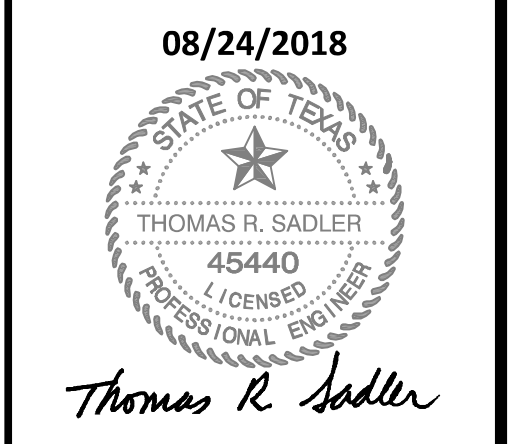


13 TYPICAL DETAIL
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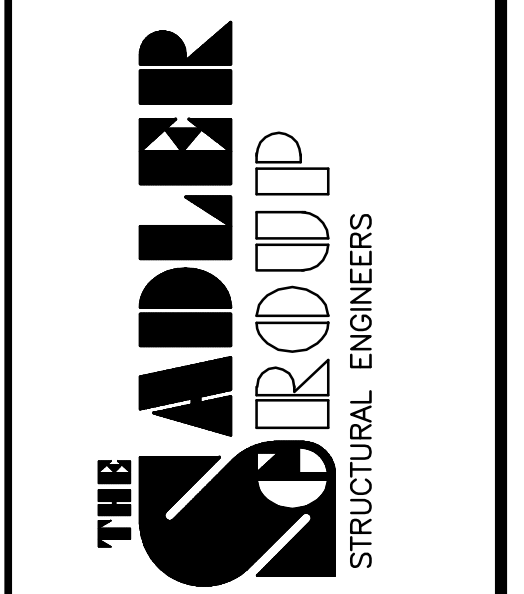
ANCHOR BOLT SCHEDULE						
TYPE	MARK	DIA. (IN.)	DIMENSIONS (IN.)			MATERIAL
			L	H	P	
I	AB-1	3/8	18	--	3	F1554 GRADE 55
I	AB-2	7/8	24	--	3	F1554 GRADE 55
I	AB-3	1	24	--	4	F1554 GRADE 55



ISSUES		
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IFC		08.24.2018



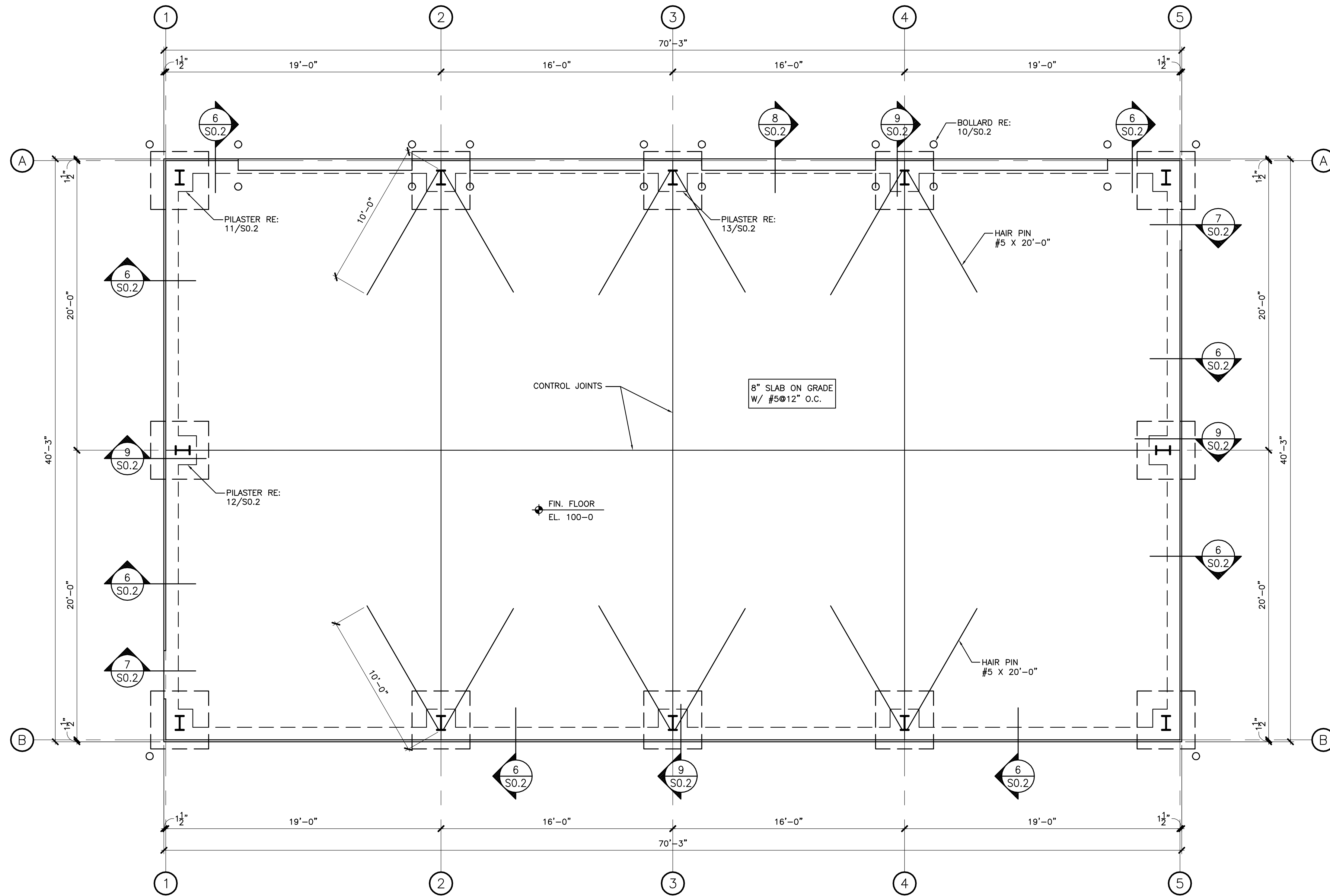
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PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING
1200 N CORINTH ST
CORINTH, TEXAS 76208
FOUNDATION DETAILS

PROJECT #: 17142.00
ISSUE DATE: 08.24.2018
SHEET NUMBER:

S0.2



① FOUNDATION PLAN
SCALE 1/4" = 1'-0"

TYPICAL FOUNDATION PLAN NOTES

1. FIN. FL. = DATUM EL. 100'- 0", ACTUAL EL. =
2. TOP OF FOOTING ELEV. (T.O.F.)=97'-6" U.N.O. ON PLAN.
3. FLOOR SLAB SHALL BE 8" THICK SLAB-ON-GRADE, REINFORCED WITH #5@12" O.C.E.W. OF SLAB.
4. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION AND EXTENT OF ALL LEDGES, POCKETS OR DEPRESSIONS.
5. REFER TO ARCHITECTURAL DRAWINGS AND SPECS FOR FINISH AND JOINT PATTERNS ON CONCRETE WALKS AND SLABS.
6. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS FOR SLABS. 3000 PSI AT 28 DAYS FOR FOOTINGS.
7. REINFORCING STEEL SHALL BE ASTM A615 GRADE 60.
8. ALL FOOTINGS SHALL BE 4'-0" SQUARE AND 1'-0" DEEP UNLESS NOTED OTHERWISE.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.
ONE INCH

ISSUES		
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15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018

08/24/2018

Thomas R. Sadler

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THE SADLER GROUP
STRUCTURAL ENGINEERS

**PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING**
1200 N CORINTH ST
CORINTH, TEXAS 76208

FOUNDATION PLAN

PROJECT #: 17142.00

ISSUE DATE: 08.24.2018

SHEET NUMBER:

S1.1

MECHANICAL SYMBOLS AND ABBREVIATIONS

NOTE: ALL SYMBOLS AND ABBREVIATIONS SHOWN ARE NOT NECESSARILY USED ON THE DRAWINGS

GENERAL NOTES

- PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALL PERMITS, INSPECTIONS, LICENSES AND FEES. FURNISH ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS.
- THE DRAWINGS AND SPECIFICATIONS INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF PIPES, FIXTURES, EQUIPMENT, SYSTEMS, ETC. INFORMATION SHOWN IS DIAGRAMMATIC IN CHARACTER AND DOES NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DO NOT SCALE THE DRAWINGS FOR DIMENSIONS. TAKE ALL DIMENSIONS, MEASUREMENTS, EQUIPMENT LOCATIONS, LEVELS, ETC FROM THE ARCHITECTURAL DRAWINGS, FIELD MEASUREMENTS, AND FROM THE EQUIPMENT TO BE FURNISHED. PIPING MAY BE RELOCATED OR OFFSET FOR PROPER CLEARANCES OR TO AVOID CONFLICTS WITH OTHER TRADES. THE DESIGN INTENT (I.E. PITCHES, VELOCITIES, PRESSURE DROPS, VOLTAGE DROPS, ETC) CANNOT BE GREATLY ALTERED WITHOUT THE APPROVAL OF THE ARCHITECT. THE COST OF THESE DEVIATIONS TO AVOID INTERFERENCE SHALL BE PART OF THE ORIGINAL CONTRACT BID.
- CONFIRN AND COOPERATE WITH ALL OTHER TRADES TO COORDINATE THEIR WORK. COORDINATION SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO MATERIALS AND EQUIPMENT ROUTED IN CEILING AND WALL CAVITIES, EQUIPMENT ARRANGEMENT IN MECHANICAL SPACES, INCLUDING EQUIPMENT CLEARANCE REQUIREMENTS, ELEVATIONS AND DIMENSIONS OF STRUCTURAL MEMBERS AND OPENINGS, ETC. NOTIFY THE ARCHITECT OF ANY CONFLICTS.
- BASE FINAL INSTALLATION OF MATERIALS AND EQUIPMENT ON ACTUAL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE. FIELD MEASURE FOR MATERIALS AND EQUIPMENT REQUIRING EXACT FIT. NO EXTRAS WILL BE GIVEN FOR THE CONTRACTOR'S FAILURE TO FIELD COORDINATE.
- THE OWNER OR ENGINEER ARE NOT RESPONSIBLE FOR THE CONTRACTOR'S SAFETY PRECAUTIONS OR FOR MEANS, METHODS, TECHNIQUES, CONSTRUCTION SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
- LOCATE ALL EQUIPMENT THAT MUST BE SERVICED, OPERATED, OR MAINTAINED IN FULLY ACCESSIBLE POSITIONS. EQUIPMENT SHALL INCLUDE (BUT NOT LIMITED TO) VALVES, MOTORS, CONTROLLERS, SWITCHGEAR, AND DRAIN POINTS IF REQUIRED FOR BETTER ACCESSIBILITY. FURNISH ACCESS DOORS FOR THIS PURPOSE. MINOR DEVIATIONS FROM THE DRAWINGS MAY BE ALLOWED TO PROVIDE FOR BETTER ACCESSIBILITY. ANY CHANGES SHALL BE APPROVED BY THE ARCHITECT AND CONSTRUCTION MANAGER/GENERAL CONTRACTOR PRIOR TO MAKING THE CHANGE.
- PROVIDE ACCESS DOORS, WALL OPENINGS, ROOF OPENINGS OR ANY OTHER CONSTRUCTION REQUIREMENT NEEDED TO ACCOMMODATE THE MECHANICAL EQUIPMENT. LOCATIONS OF THESE OPENINGS SHALL BE SUBMITTED IN SUFFICIENT TIME TO BE INSTALLED IN THE NORMAL COURSE OF WORK.
- COORDINATE ELECTRICAL REQUIREMENTS OF APPROVED MECHANICAL EQUIPMENT WITH THE ELECTRICAL SUB-CONTRACTOR PRIOR TO THE PURCHASE AND INSTALLATION OF ANY ELECTRICAL EQUIPMENT, DEVICES, WIRING, OR CONDUIT.
- PROVIDE GENERAL CONTROL WIRING, THERMOSTATS, MOTORIZED DAMPERS AND CONDUIT ASSOCIATED WITH HVAC EQUIPMENT. COORDINATE THE LOCATION OF ALL THERMOSTATS, ROOM SENSORS, ETC WITH THE ARCHITECT AND ALL OTHER TRADES PRIOR TO INSTALLATION. IF A CONFLICT WITH MILLWORK, LIGHT SWITCHES, WINDOWS, ETC EXISTS, NOTIFY THE ARCHITECT OF THE POTENTIAL INTERFERENCE PRIOR TO INSTALLATION. INSTALL THERMOSTATS WITH PROTECTIVE LOCKING COVER, CENTERED AT 4'-0" ABOVE FINISHED FLOOR, UNLESS OTHERWISE INDICATED. COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY'S STANDARD (TAS).
- ALL DIMENSIONS SHOWN ON THE DRAWINGS FOR DUCTWORK ARE NET INSIDE CLEAR DIMENSIONS. FOR RECTANGULAR DUCT, THE FIRST FIGURE OF THE DUCT SIZE INDICATES THE DIMENSION OF THE FACE SHOWN. VERIFY THAT THE DUCTWORK SPECIFIED WILL FIT IN THE SPACE AVAILABLE USING THE ARCHITECTURAL, STRUCTURAL AND ELECTRICAL DRAWINGS AS REFERENCE PRIOR TO FABRICATION AND INSTALLATION. ROUND DUCT OF EQUAL NET INSIDE CLEAR AREA MAY BE USED IN LIEU OF RECTANGULAR DUCT.
- PROVIDE TURNING VANES ON ALL RECTANGULAR SUPPLY, EXHAUST AND RETURN DUCTWORK INCLUDING THE TOP AND BOTTOM OF VERTICAL DUCTS.
- PROVIDE A LOCKING QUADRANT VOLUME DAMPER AT THE TAP OF EACH RUN-OUT TO DIFFUSERS FOR BALANCING PURPOSES, UNLESS OTHERWISE INDICATED. THE RUN-OUT DUCT SIZE IS THE SAME SIZE AS THE DIFFUSER OR GRILLE NECK SIZE UNLESS OTHERWISE INDICATED.
- REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION OF ALL FIRE RATED WALLS AND CEILING. PROVIDE FIRE DAMPERS AND/OR COMBINATION FIRE/SMOKE DAMPERS IN DUCTWORK AT ALL LOCATIONS WHERE DUCTS PASS THROUGH FIRE RATED ASSEMBLY. MECHANICAL SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING FIRE AND FIRE/SMOKE DAMPERS. COORDINATE CONSTRUCTION REQUIREMENTS AND PROVISIONS FOR CONNECTIONS TO FIRE ALARM SYSTEM.
- ALL DUCTWORK SHALL BE SHEET METAL FABRICATED IN ACCORDANCE WITH SMACNA STANDARDS. PROVIDE 2" IN. M. C. SUPPLY, RETURN, AND EXHAUST DUCTWORK AND SEAL TO CLASS A. SEAL ALL SEAMS WITH MASTIC DESIGNED FOR USE ON METAL DUCT, GLASS FIBER DUCT BOARD, AND FLEXIBLE DUCT. MASTIC SHALL BE UL 181 LISTED FOR THE APPLICATION USED.
- PROVIDE VIBRATION ISOLATORS FOR MOTOR DRIVEN EQUIPMENT UNLESS NOTED OTHERWISE. PROVIDE ISOLATION AS INDICATED OR AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
- SOME PIPES AND DUCTS SHOWN ON EACH FLOOR PLAN MAY BE SHOWN WITH AN OFFSET FOR CLARITY.
- SEAL ALL PIPE AND DUCT PENETRATIONS THROUGH FIRE RATED BUILDING ELEMENTS WITH AN APPROVED FIRE PROOFING MATERIAL.
- ALL EQUIPMENT SHALL HAVE IDENTIFICATION TAGS. TAGS SHALL BE PLASTIC LAMINATE, WHITE FACE WITH 1/2" TALL BLACK LETTERS. THE TAG SHALL MATCH THE UNIT DESIGNATIONS SHOWN ON THE SCHEDULES.
- EXPAND OR REDUCE DUCTS AT EQUIPMENT CONNECTIONS BASED ON THE EQUIPMENT PURCHASED, WITH TRANSITIONS NOT TO EXCEED 30 DEGREES. SIZES SHOWN ON SCHEDULES, ETC. ARE FOR GUIDANCE ONLY. ASPECT RATIO SHALL BE NO GREATER THAN 4:1, PER SMACNA'S GUIDELINES.

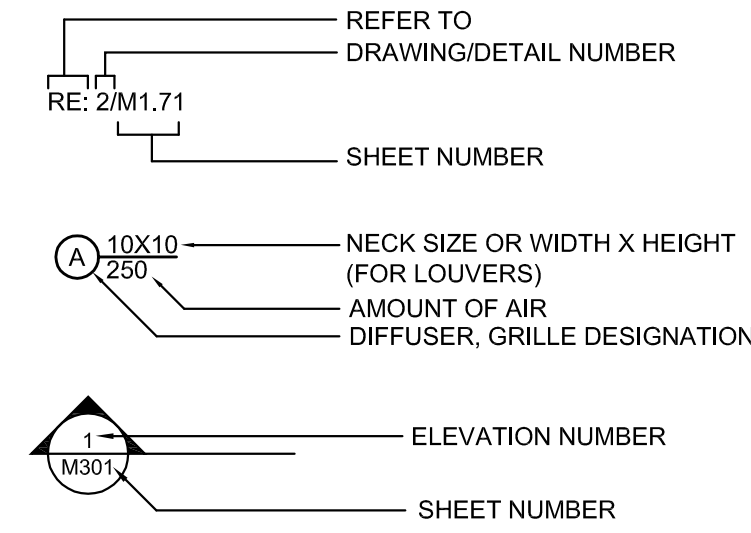
GENERAL NOTES CONTINUED

- ALL DUCTS WITH A DIMENSION GREATER THAN 12" PASSING THRU A NON-RATED WALL SHALL HAVE THE OPENING FRAMED IN WITH METAL STUDS. COORDINATE OPENING SIZE AND LOCATION WITH OTHER TRADES.
- TEST AND BALANCE SHALL BE PERFORMED BY AN AABC LICENSED FIRM IN THE TESTING, ADJUSTING, AND BALANCING (TAB) BUSINESS FOR A MINIMUM OF 10 YEARS. AABC FIRM SHALL SUBMIT A REPORT TO THE ENGINEER OF RECORD INDICATING EQUIPMENT NAMEPLATE DATA, DESIGN PERFORMANCE, INITIAL TESTED PERFORMANCE, AND FINAL ADJUSTED PERFORMANCE. REPORT SHALL BE SUBMITTED IN A TIMELY FASHION PRIOR TO JOB CLOSE-OUT. TAB SHALL BE PERFORMED ON ALL NEW SYSTEMS SPECIFIED AND ON ALL EXISTING SYSTEMS MODIFIED AS PART OF THIS CONTRACT. TAB FIRM SHALL PERFORM A FUNCTIONAL PERFORMANCE TEST OF THE SYSTEM BASED ON THE CONTRACT DOCUMENTS HEREIN SHALL AND RELAY ALL DISCREPANCIES AND OUTSTANDING CONSTRUCTION ITEMS RELATING TO THE MECHANICAL EQUIPMENT AND PERFORMANCE TO THE ENGINEER OF RECORD.
- ALL EQUIPMENT LISTED TO UL508A OR UL 1995 SHALL HAVE A SHORT CIRCUIT CURRENT RATING (SCCR) OF THE ASSEMBLY MEETING OR EXCEEDING THE RATING OF THE PANEL FROM WHICH IT IS POWERED. SCCR RATINGS MAY BE REDUCED BASED ON ACTUAL CALCULATIONS BASED ON ACTUAL CONSTRUCTION AND IN ACCORDANCE WITH NEC. RATING SHALL BE STAMPED ON EQUIPMENT AT THE FACTORY. REFER TO ELECTRICAL FOR ADDITIONAL INSTRUCTIONS.

ABBREVIATIONS

AD	ACCESS DOOR	L	LENGTH
A/C	AIR CONDITIONING UNIT	LAT	LEAVING AIR TEMPERATURE
A/E	ARCHITECT/ENGINEER	LPC	LOW PRESSURE CONDENSATE
AFF	ABOVE FINISHED FLOOR	LPS	LOW PRESSURE STEAM
AFS	AIR FLOW SWITCH	LB	POUNDS
AHU	AIR HANDLING UNIT	LRA	LOCKED ROTOR AMPS
APPROX	APPROXIMATE	LWT	LEAVING WATER TEMPERATURE
BAS	BUILDING AUTOMATION SYSTEM	MAX	MAXIMUM
BHP	BRAKE HORSE POWER	MBH	1000 BRITISH THERMAL UNITS / HOUR
BTU	BRITISH THERMAL UNIT PER HOUR	MCA	MINIMUM CIRCUIT AMPACITY
C/A	COMBUSTION AIR	MFR	MANUFACTURER
CC	COOLING COIL	MIN	MINIMUM
CFH	CUBIC FEET PER HOUR	N/A	NOT APPLICABLE
CFM	CUBIC FEET PER MINUTE	N/O,N/C	NORMALLY OPEN, NORMALLY CLOSED
CLG	CEILING	O/A	OUTSIDE AIR/FRESH AIR
CU	CONDENSING UNIT	OSD	OPPOSED BLADE DAMPER
D	EQUIPMENT DRAIN	O/C	ON CENTER
DEG	DEGREES	PEF	PURGE EXHAUST FAN
DB	DRY BULB	PH	PHASE
DN	DOWN	PROVIDE	FURNISH AND INSTALL
(E)	EXISTING	PRV	PRESSURE REDUCING VALVE
EAT	ENTERING AIR TEMPERATURE	PSI	POUNDS PER SQUARE INCH
E/A	EXHAUST AIR	R/A	RETURN AIR
EDH	ELECTRIC DUCT HEATER	RE:	REFERENCE, REFER
EF	EXHAUST FAN	RL	REFRIGERANT LIQUID
EQUIP	EQUIPMENT	RLA	RUNNING LOAD AMPS
EWT	ENTERING WATER TEMPERATURE	RM	ROOM
°F	DEGREES FAHRENHEIT	RPM	REVOLUTIONS PER MINUTE
FCU	FAN COIL UNIT	RS	REFRIGERANT SUCTION
FD	FIRE DAMPER	S/A	SUPPLY AIR
FLA	FULL LOAD AMPS	SD	SMOKE DETECTOR
FLR	FLOOR	SF	SQUARE FOOT, SUPPLY FAN
FPVAV	FAN POWERED VAV	SPECS	SPECIFICATIONS
FSD	FIRE SMOKE DAMPER	T, TSTAT	THERMOSTAT, ROOM SENSOR
FT	FOOT, FEET	T/A	TRANSFER AIR
FT. WG	FEET WATER GAUGE	THRU	THROUGH
GA	U.S. GAUGE	TSP	TOTAL STATIC PRESSURE
GPM	GALLONS PER MINUTE	TSTAT	THERMOSTAT OR ROOM SENSOR
H	HEIGHT	TYP	TYPICAL
HP	HORSEPOWER	UL	UNDERWRITERS LABORATORIES, INC.
HPC	HIGH PRESSURE CONDENSATE	UH	UNIT HEATER
HPS	HIGH PRESSURE STEAM	V	VOLTS
HWR	HEATING WATER RETURN	VAV	VARIABLE AIR VOLUME
HWS	HEATING WATER SUPPLY	VEL	VELOCITY
HZ	HERTZ	VFD	VARIABLE FREQUENCY DRIVE
IN	INCH, INCHES	W/	WITH
IN.WG	INCHES WATER GAUGE	WB	WET BULB
J-BOX	JUNCTION BOX	W/O	WITHOUT
KW	KILOWATT		

DRAWING/DETAIL REFERENCE



MISCELLANEOUS

- DRAWING NOTE REFERENCE (I.E., NOTES BY SYMBOL)
- CONNECTION INTO EXISTING

LINE TYPES

SYMBOL	DESCRIPTION
	CONDENSER WATER SUPPLY
	CONDENSER WATER RETURN
	CHILLED WATER SUPPLY
	CHILLED WATER RETURN
	HEATING WATER SUPPLY
	HEATING WATER RETURN
	REFRIGERANT DISCHARGE
	REFRIGERANT SUCTION
	REFRIGERANT LIQUID
	HIGH PRESSURE STEAM
	HIGH PRESSURE CONDENSATE
	LOW PRESSURE STEAM
	LOW PRESSURE CONDENSATE
	PUMPED CONDENSATE
	MAKE-UP WATER
	DIRECTION OF FLOW
	DIRECTION OF PIPE SLOPE DOWN

VALVES AND FITTINGS

SYMBOL	DESCRIPTION
	SHUT-OFF / ISOLATION VALVE
	BALL VALVE
	BUTTERFLY VALVE
	GLOBE VALVE
	PLUG VALVE / COCK VALVE
	CHECK VALVE
	2-WAY CONTROL VALVE
	3-WAY CONTROL VALVE
	SOLENOID VALVE
	STRAINER
	CALIBRATED BALANCING VALVE
	FLOW SWITCH
	UNION (DIELECTRIC)
	VALVE IN RISER
	END RISE (90° ELL)
	END DROP (90° ELL)
	RISE OR DROP
	TEE OUT OF TOP OF PIPE
	TEE OUT OF BOTTOM OF PIPE
	CAP ON END OF PIPE
	ALIGNMENT GUIDE
	PIPE ANCHOR, PIPE DEMOLITION

BASIS OF MECHANICAL DESIGN

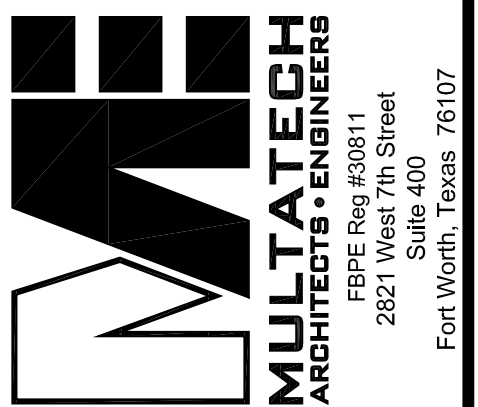
PRIMARY MECHANICAL CODES:
 MECHANICAL: 2015 INTERNATIONAL MECHANICAL CODE (WITH CITY AMENDMENTS).
 ENERGY: 2015 INTERNATIONAL ENERGY CODE (WITH CITY AMENDMENTS).
PROJECT DESIGN VALUES:
 OUTDOOR DESIGN TEMPERATURE (SUMMER): 99°F (DRYBULB), 77°F (WETBULB)
 AMBIENT TEMPERATURE AT CONDENSING UNITS: 105°F (DRYBULB, SUMMER)
 OUTDOOR DESIGN TEMPERATURE (WINTER): 22°F (DRYBULB)
 INDOOR DESIGN TEMPERATURE (WINTER): 55°F (DRYBULB)
 OUTSIDE AIR REQUIREMENTS: PER IMC TABLE 403.3

SYMBOLS

SYMBOL	DESCRIPTION
	ACOUSICAL DUCT LINING (FIGURES SHOWN ARE INSIDE DUCT DIMENSIONS)
	SUPPLY AIR DUCT UP (POSITIVE PRESSURE)
	RETURN, EXHAUST OR OUTSIDE AIR INTAKE DUCT UP (NEGATIVE PRESSURE)
	SUPPLY AIR DUCT DOWN (POSITIVE PRESSURE)
	RETURN, EXHAUST OR OUTSIDE AIR INTAKE DUCT DOWN (NEGATIVE PRESSURE)
	ROUND DUCT UP
	ROUND DUCT DOWN
	ARROW INDICATES DIRECTION OF AIR FLOW
	INDICATES SMACNA PRESSURE CLASS OF DUCT CONSTRUCTION
	CHANGE OF ELEVATION, RISE(UP) OR DROP (DN) IN DIRECTION OF ARROW
	ACCESS DOOR, BOTTOM (UNLESS OTHERWISE NOTED) SIZE AS NOTED OR SPECIFIED
	ACCESS DOOR, SIDE, SIZE AS NOTED OR SPECIFIED
	RECTANGULAR DUCT SQUARE ELBOW WITH TURNING VANES
	RECTANGULAR DUCT RADIUS ELBOW
	ROUND DUCT RADIUS ELBOW
	TRANSITION CONCENTRIC UNLESS TOP LEVEL(TOP LVL) OR BOTTOM LEVEL(BOT LVL) IS NOTED
	TRANSITION, RECTANGULAR TO ROUND CONCENTRIC UNLESS TOP LEVEL (TOP LVL) OR BOTTOM LEVEL (BOT LVL) IS NOTED
	DUCT FLEXIBLE CONNECTION
	SOUND ATTENUATOR
	SQUARE CEILING DIFFUSER (SUPPLY) (4-WAY UNLESS OTHERWISE INDICATED)
	SQUARE CEILING GRILLE (RETURN OR EXHAUST)
	THERMOSTAT (OR) TEMP SENSOR
	DUCT SPLITTER WITH DAMPER
	MOTORIZED DAMPER
	MANUAL VOLUME DAMPER
	FIRE DAMPER

ISSUES

NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



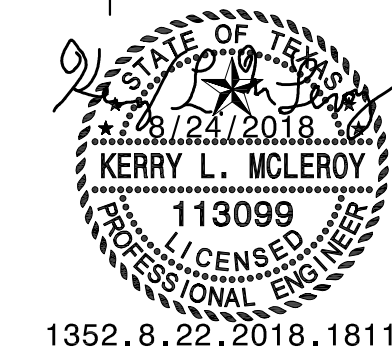
**PUBLIC WORKS DEPARTMENT
 NEW STORAGE BUILDING**
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
MECHANICAL GENERAL NOTES

PROJECT #: 18116.00

ISSUE DATE: 08.24.2018

SHEET NUMBER:

M0.1



1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240
 4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com

1352.8.22.2018.18116

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018

LOUVER SCHEDULE								
MARK	SERVES	NOMINAL CFM	FACE SIZE	MOUNTING	TYPE	MIN NET FREE AREA	MANUFACTURER AND MODEL NO.	REMARKS
A	EXHAUST	3100	48" X 48"	WALL	LOUVER	5.58	RUSKIN ELF6375DX	1,2,3,4,5,7
B	SUPPLY	1550	30" X 30"	WALL	LOUVER	2.8	RUSKIN ELF6375DX	1,2,3,4,5,6

1. UNITS SHALL BE FURNISHED WITH APPROPRIATE FRAMES, ETC. FOR MOUNTING IN RESPECTIVE CEILING/WALL TYPES AND CONDITIONS
2. RUSKIN OR APPROVED EQUAL
3. PROVIDE BIRDSCREEN
4. PROVIDE INSECT SCREEN
5. ALL-ALUMINUM CONSTRUCTION
6. PROVIDE MOTORIZED DAMPER ATTACHED TO DEVICE
7. PROVIDE BACKDRAFT DAMPER ATTACHED TO DEVICE

FAN SCHEDULE											
MARK EF-	LOCATION	CFM	EXT. SP IN. WG	MOTOR DATA			DRIVE	MAX. SONES	FACE SIZE	MANUFACTURER AND MODEL NUMBER	REMARKS
				HP (WATTS)	VOLTS	PH					
1	WEST WALL	3,100	0.5	3/4	120	1	DIRECT	17.3	48 3/16"	LOREN-COOK, 36EW614B	1-7
2	EAST WALL	3,100	0.5	3/4	120	1	DIRECT	17.3	48 3/16"	LOREN-COOK, 36EW614B	1-7

1. LOREN-COOK OR APPROVED EQUAL
2. FAN TO BE THERMOSTAT CONTROLLED
3. PROVIDE OSHA APPROVED GUARDS
4. PROVIDE A GRAVITY BACKDRAFT DAMPER
5. PROVIDE A MOTORIZED BACKDRAFT DAMPER ATTACHED TO DEVICE WITH 120V DAMPER ACTUATOR.
6. PROVIDE FAN WITH INTEGRAL DISCONNECT
7. SIDEWALL PROPELLER FAN

GAS RADIANT HEATER SCHEDULE													
MARK UH-	SERVES	TYPE	FACE DIM	FLUE	CAPACITY		ELECTRICAL					MANUFACTURER AND MODEL NUMBER	REMARKS
					INPUT	OUTPUT	VOLTAGE	PHASE	IGNITION CURRENT	RUNNING CURRENT	MOCP		
1-3	MAIN	INFRARED	31' 4" x 18.5" x 8.625"	4"	75,000	65,000	120	1	1.7	1.1	15	DETROIT RADIANT DES3-30-75	1,2,3,4,5

1. UNIT EQUIPED FOR NATURAL GAS
2. ALUMINIZED TUBE HEATING ELEMENT WITH STAINLESS STEEL REFLECTOR.
3. PROVIDE WITH SPARK-IGNITED IGNITION.
4. 100% SHUTOFF PRE-PURGE PRIOR TO FIRING.
5. PROVIDE MANUAL ON/OFF SWITCH.



**PUBLIC WORKS DEPARTMENT
 NEW STORAGE BUILDING**
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
 MECHANICAL SCHEDULES

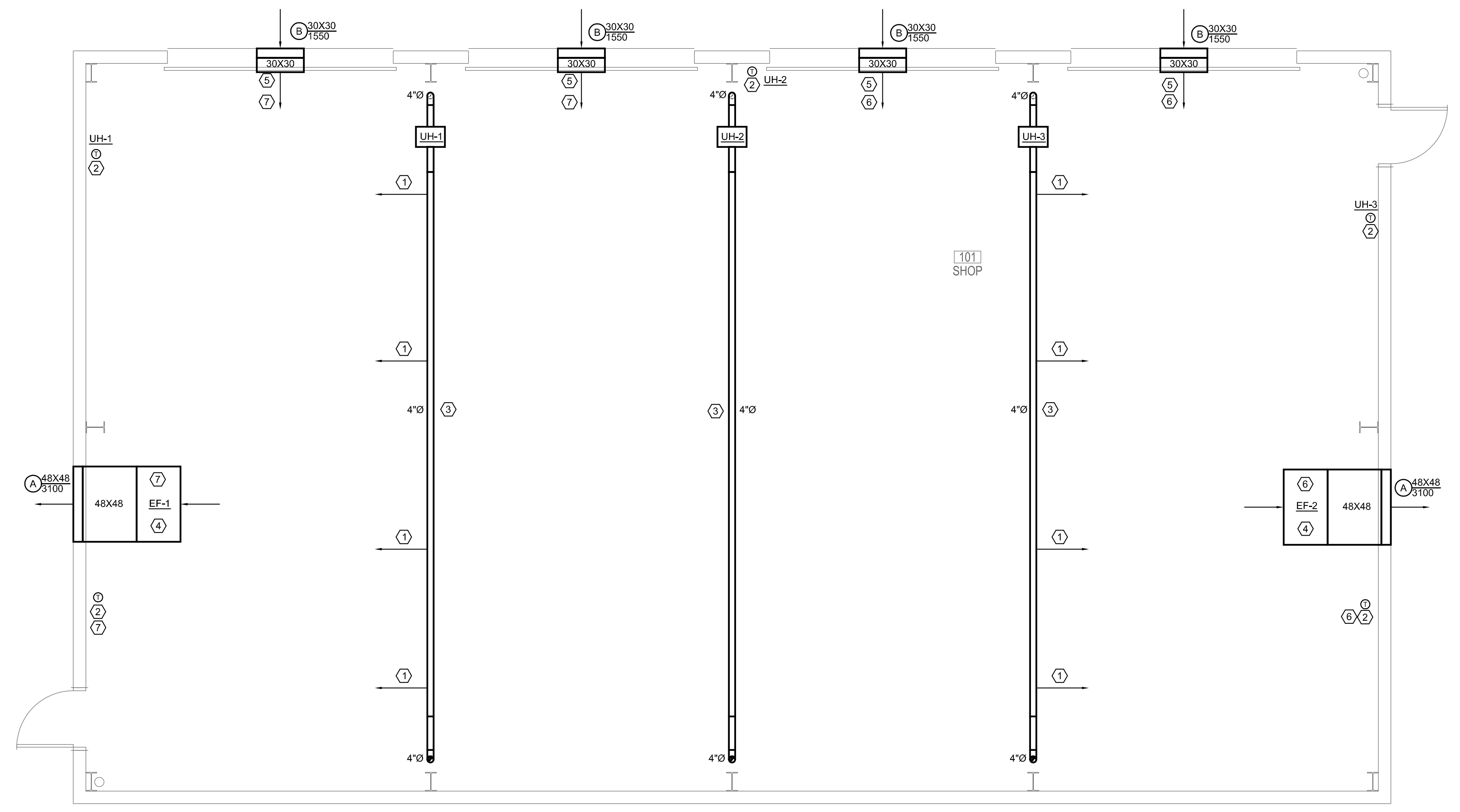


PROJECT #: 18116.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:
M0.2

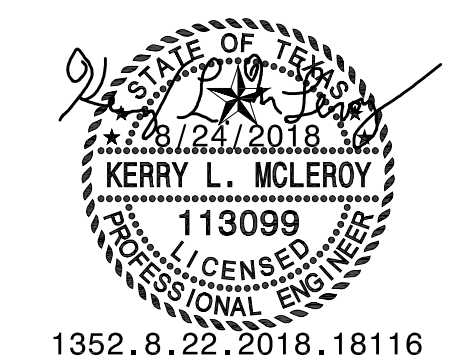
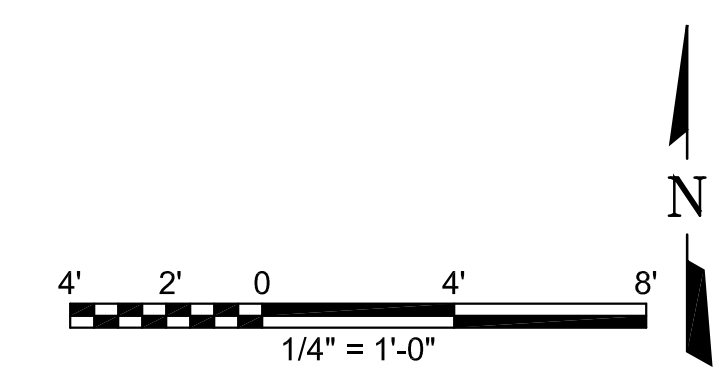
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 SHEET SIZE = ANSI D 22x34

S:\P18116 - Corinth Facility Rehab Existing Office Building\Mech\DESIGN\STORAGE\M2.1.dwg Aug 22, 2018 - 5:22pm User: dpd

- NOTES BY SYMBOL "#"**
- ① HEATER TO BE ANGLED OUTWARDS AT 45 DEGREES TOWARDS THE EXTERIOR WALL.
 - ② PROVIDE INSULATED BACKING ON REAR OF THERMOSTAT.
 - ③ RECOMMENDED HEATER MOUNTING HEIGHT IS 17' OFF OF GROUND, VERIFY FINAL WITH ARCHITECT.
 - ④ RECOMMENDED EXHAUST MOUNTING HEIGHT IS 16' OFF OF GROUND, VERIFY FINAL WITH ARCHITECT.
 - ⑤ RECOMMENDED LOUVER MOUNTING HEIGHT IS 16' OFF OF GROUND, VERIFY FINAL WITH ARCHITECT.
 - ⑥ THERMOSTAT SHALL ACTIVATE EXHAUST FANS AND MOTORIZED DAMPERS FOR LOUVERS INDICATED WHEN TEMPERATURE GETS ABOVE 85°F (USER ADJUSTABLE).
 - ⑦ THERMOSTAT SHALL ACTIVATE EXHAUST FANS AND MOTORIZED DAMPERS FOR LOUVERS INDICATED WHEN TEMPERATURE GETS ABOVE 85°F (USER ADJUSTABLE).

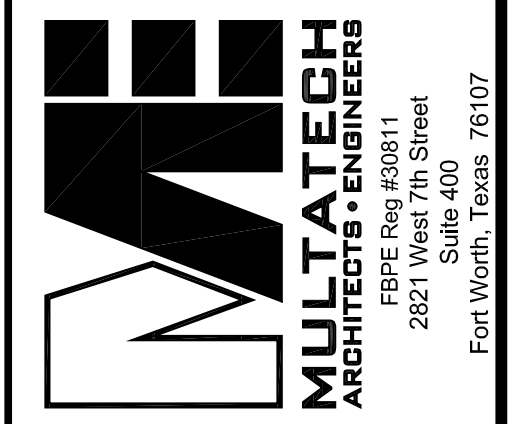


① **FIRST FLOOR MECHANICAL PLAN**
 SCALE: 1/4" = 1'



Summit
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 Texas BPE Registration # F-207
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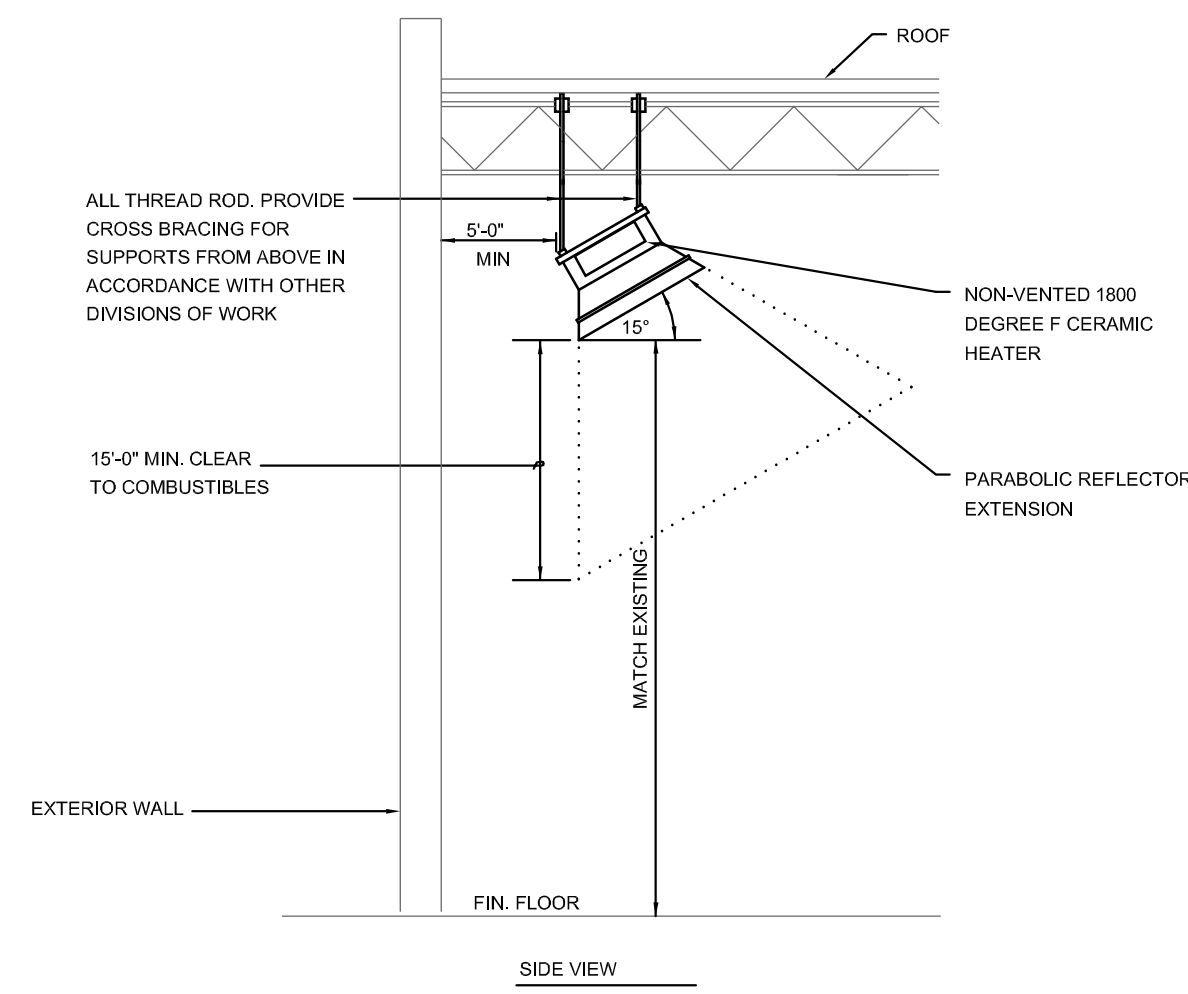
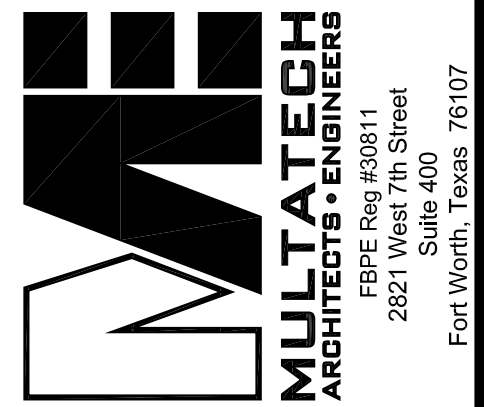
ISSUES		
NO.	DESCRIPTION	DATE
	15% SUBMITTAL	05.30.2018
	65% SUBMITTAL	07.10.2018
	IFC	08.24.2018



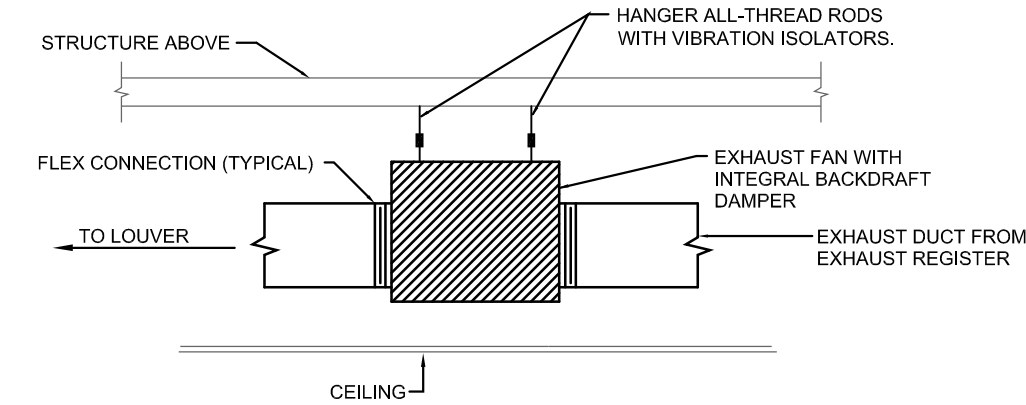
**PUBLIC WORKS DEPARTMENT
 NEW STORAGE BUILDING**
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
 MECHANICAL FLOOR PLAN

PROJECT #: 18116.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:
M2.1

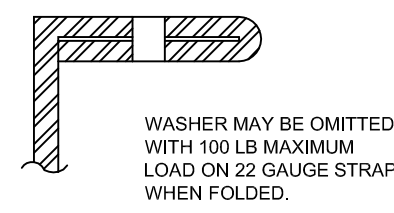
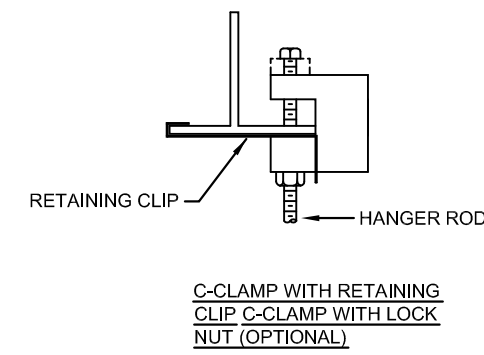
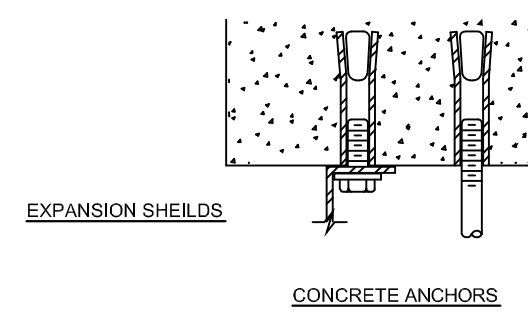
ISSUES		
NO.	DESCRIPTION	DATE
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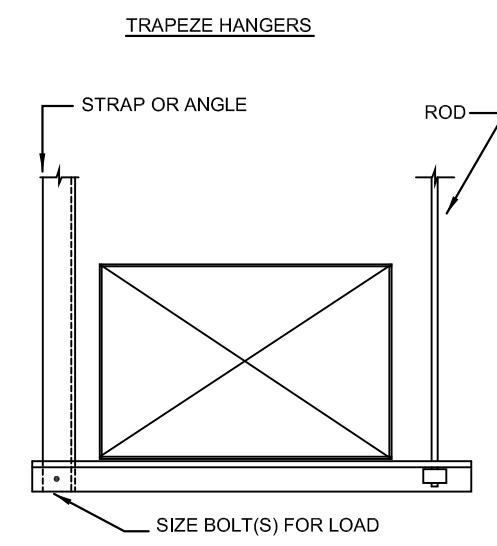
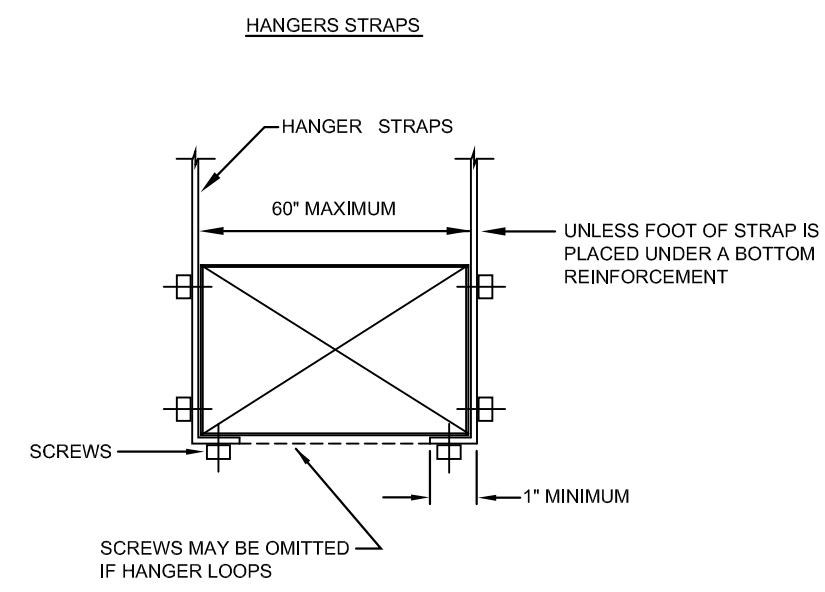
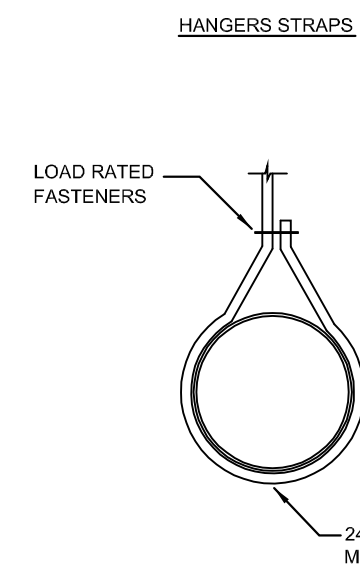
1 HIGH INTENSITY GAS-FIRED INFRA-RED HEATER
SCALE: NO SCALE



2 TYPICAL SUSPENDED INLINE EXHAUST FAN
SCALE: NO SCALE



METHODS OF ATTACHMENT TO VARIOUS TYPES OF STRUCTURES - USE APPLICABLE TYPE



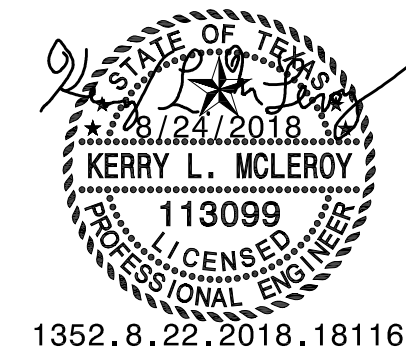
- NOTE:**
- HANGER STRAP GAUGE, WIDTH, AND SPACING SHALL BE PER SMACNA DUCT CONSTRUCTION STANDARDS. PERFORATED "PLUMBERS STRAP" SHALL NOT BE USED.
 - SIZE ALL THREAD ROD AND TRAPEZE UNISTRUT CHANNEL FOR LOADS.

3 DUCT HANGER DETAIL
SCALE: NO SCALE

**PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING**
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CORINTH, TEXAS 76208
MECHANICAL DETAILS

PROJECT #: 18116.00
ISSUE DATE: 08.24.2018

SHEET NUMBER:
M6.1



1.1.1 GENERAL CONDITIONS

A. ALL WORK COVERED BY THIS SECTION OF THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RESPECTIVE DRAWINGS, INFORMATION OF INSTRUCTIONS TO BIDDERS, GENERAL REQUIREMENTS AND THE SUPPLEMENTARY GENERAL CONDITIONS OF THESE SPECIFICATIONS.
B. BIDDERS SHALL DETERMINE THE CONTENTS OF A COMPLETE SET OF DRAWINGS AND SPECIFICATIONS AND BE AWARE THAT THEY MAY BE BIDDING FROM A PARTIAL SET OF DRAWINGS, APPLICABLE ONLY TO THE VARIOUS SEPARATE CONTRACTS, SUBCONTRACTS, TRADES AND MATERIALS ISSUED FOR BIDDING PURPOSES ONLY. THE CONTRACT DOCUMENTS ARE THE COMBINED ARCHITECTURAL, STRUCTURAL, PLUMBING, HEATING, VENTILATING AND AIR CONDITIONING AND ELECTRICAL DRAWINGS AND SPECIFICATIONS. ALL DRAWINGS AND SPECIFICATIONS ARE ON FILE IN THE ARCHITECT'S OFFICE, AND EACH BIDDER SHALL THOROUGHLY ACQUAINT HIMSELF WITH ALL OF THE DETAILS OF THE COMPLETE SET OF DRAWINGS AND SPECIFICATIONS BEFORE SUBMITTING HIS BID. ALL DRAWINGS AND SPECIFICATIONS FORM A PART OF THE CONTRACT DOCUMENTS FOR EACH SEPARATE CONTRACT. THEY SHALL BE CONSIDERED AS BOUND THEREWITH IN THE EVENT PARTIAL SETS OF PLANS AND SPECIFICATIONS SHALL BE DEEMED EVIDENCE OF THE REVIEW AND EXAMINATION OF ALL DRAWINGS, SPECIFICATIONS AND ADDENDA ISSUED FOR THIS PROJECT. NO ALLOWANCES WILL BE MADE BECAUSE OF THE CONTRACTOR'S UNFAMILIARITY WITH ANY PORTION OF THE COMPLETE SET OF DOCUMENTS.
C. ALL EQUIPMENT AND MATERIALS SHALL BE MANUFACTURED IN THE UNITED STATES OF AMERICA.

1.1.2 SCOPE

A. THE WORK INCLUDED UNDER THIS SPECIFICATION CONSISTS OF THE FURNISHING OF LABOR, MATERIALS, TOOLS, TRANSPORTATION, SERVICE, ETC. WHICH ARE APPLICABLE AND NECESSARY TO COMPLETE THE INSTALLATION OF THE SYSTEMS SPECIFIED IN THE MECHANICAL SPECIFICATIONS, ALL AS DESCRIBED IN THESE SPECIFICATIONS, AS ILLUSTRATED ON THE ACCOMPANYING DRAWINGS, OR AS DIRECTED BY THE ARCHITECT.
B. IN GENERAL, THE VARIOUS LINES AND DUCTS TO BE INSTALLED BY THE VARIOUS TRADES UNDER THIS SPECIFICATION SHALL BE RUN AS INDICATED, AS SPECIFIED HEREIN, AS REQUIRED BY PARTICULAR CONDITIONS AT THE SITE AND AS REQUIRED TO CONFORM TO THE GENERALLY ACCEPTED STANDARDS SO AS TO COMPLETE THE WORK IN A NEAT AND SATISFACTORILY WORKABLE MANNER. RUN WORK PARALLEL OR PERPENDICULAR TO THE LINES OF THE BUILDING UNLESS OTHERWISE NOTED.
C. THE CONSTRUCTION DETAILS FOR THE BUILDING ARE ILLUSTRATED ON THE ARCHITECTURAL AND STRUCTURAL DRAWINGS. EACH CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE DETAILS BEFORE SUBMITTING HIS BID, AS NO ALLOWANCE WILL BE MADE BECAUSE OF THE CONTRACTOR'S UNFAMILIARITY WITH THESE DETAILS. PLACE ALL INSERTS TO ACCOMMODATE THE ULTIMATE INSTALLATION OF PIPE HANGERS IN THE FORMS BEFORE CONCRETE IS POURED, SET SLEEVES IN PLACE IN FORMS BEFORE CONCRETE IS POURED, AND IN MASONRY WALLS WHILE THEY ARE UNDER CONSTRUCTION. ALL CONCEALED LINES SHALL BE INSTALLED AS REQUIRED BY THE PACE OF THE GENERAL CONSTRUCTION TO PRECEDE THAT GENERAL CONSTRUCTION.

1.1.3 INSPECTION OF SITE

A. THE CONTRACTORS SHALL VISIT THE SITE, VERIFY ALL EXISTING ITEMS SHOWN ON PLANS OR SPECIFIED, AND FAMILIARIZE HIMSELF WITH THE WORKING CONDITIONS, HAZARDS, EXISTING GRADES, ACTUAL FORMATIONS, SOIL CONDITIONS, AND LOCAL REQUIREMENTS INVOLVED, AND SUBMISSION OF BIDS SHALL BE DEEMED EVIDENCE OF SUCH VISIT. ALL CONTRACTORS SHALL TAKE THE EXISTING CONDITIONS INTO CONSIDERATION, AND THE LACK OF SPECIFIC INFORMATION ON THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY.
1.1.4 CODE REQUIREMENTS
A. ALL WORK SHALL COMPLY WITH THE PROVISIONS OF THESE SPECIFICATIONS, AS ILLUSTRATED ON THE ACCOMPANYING DRAWINGS, OR AS DIRECTED BY THE ARCHITECT, AND SHALL SATISFY ALL APPLICABLE LOCAL CODES, ORDINANCES, OR REGULATIONS OF THE GOVERNING BODIES, AND ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK, OR SERVICES THEREOF. IN ALL CASES WHERE ALTERATIONS TO OR DEVIATIONS FROM THE DRAWINGS AND SPECIFICATIONS ARE REQUIRED BY THE AUTHORITY HAVING JURISDICTION, THE CONTRACTOR SHALL REPORT SAME IN WRITING TO THE ARCHITECT/ENGINEER AND SECURE HIS APPROVAL BEFORE PROCEEDING. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE UTILITY SERVICE CONNECTIONS, AS DIRECTED AND SUBMIT, AS REQUIRED, ALL NECESSARY DRAWINGS; HE SHALL SECURE ALL PERMITS AND INSPECTIONS NECESSARY IN CONNECTION WITH HIS WORK AND PAY ALL LEGAL FEES ON ACCOUNT THEREOF. IN THE ABSENCE OF OTHER APPLICABLE LOCAL CODES ACCEPTABLE TO THE CURRENT ARCHITECT, THE NATIONAL ELECTRIC CODE, THE INTERNATIONAL PLUMBING CODE, INTERNATIONAL FUEL GAS CODE AND THE INTERNATIONAL MECHANICAL CODE SHALL APPLY TO THIS WORK.

1.1.5 RECORDS FOR THE OWNER

A. EACH CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE A COMPLETE SET OF CONSTRUCTION DOCUMENTS ON WHICH HE SHALL KEEP AN ACCURATE RECORD OF THE INSTALLATION OF ALL MATERIALS AND SYSTEMS COVERED BY HIS CONTRACTUAL AGREEMENT. THE RECORD SHALL INDICATE THE LOCATION OF ALL EQUIPMENT AND THE ROUTING OF ALL SYSTEMS. ALL CONDUIT BURIED IN CONCRETE SLABS, WALLS, AND BELOW GRADE SHALL BE LOCATED BY DIMENSION UNLESS A SURFACE MOUNTED DEVICE IN EACH SPACE INDICATES THE EXACT LOCATION. HE SHALL THEN OBTAIN AT HIS OWN EXPENSE ONE COMPLETE REPRODUCIBLE SET OF THE ORIGINAL DRAWINGS ON WHICH HE SHALL NEATLY TRANSFER HIS NOTATIONS AND DELIVER THESE DRAWINGS TO THE ENGINEER AT JOB COMPLETION BEFORE THE FINAL PAYMENT FOR DELIVERY TO THE OWNER.
B. IN ADDITION TO THE ABOVE, EACH CONTRACTOR SHALL ACCUMULATE DURING THE JOB PROGRESS THE FOLLOWING DATA IN DUPLICATE PREPARED IN A NEAT BROCHURE OR PACKET FOLDER AND TURN OVER TO THE CONTRACTOR FOR CHECKING, BINDING AND SUBSEQUENT DELIVERY TO THE OWNER. THE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST OF BINDING INTO A BOOK.
1. ALL WARRANTIES, GUARANTEES AND MANUFACTURER'S DIRECTIONS ON EQUIPMENT AND MATERIAL COVERED BY THE CONTRACT.
2. COPIES OF APPROVED SHOP DRAWINGS.

1.1.6 MATERIALS AND WORKMANSHIP

A. ALL MATERIALS, UNLESS OTHERWISE SPECIFIED, SHALL BE NEW, FREE FROM ANY DEFECTS AND OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS. ALL LIKE MATERIALS USED SHALL BE OF THE SAME MANUFACTURER, MODEL AND QUALITY, UNLESS OTHERWISE SPECIFIED.
B. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED, ADJUSTED AND CONDITIONED AS RECOMMENDED BY THE MANUFACTURERS, OR ALL INDICATED IN THEIR PUBLISHED LITERATURE, UNLESS SPECIFICALLY HEREIN SPECIFIED TO THE CONTRARY. ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED BY COMPETENT WORKMEN AND EXECUTED IN A NEAT AND WORKMANLIKE MANNER PROVIDING A THOROUGH AND COMPLETE INSTALLATION. WORK SHALL BE PROPERLY PROTECTED DURING CONSTRUCTION, INCLUDING THE SHIELDING OF SOFT OR FRAGILE MATERIALS AND THE TEMPORARY LOGGING OF OPENING LINES. DURING CONSTRUCTION, AT COMPLETION, THE INSTALLATION SHALL BE THOROUGHLY CLEANED, AND ALL TOOLS, EQUIPMENT, OBSTRUCTION OR DEBRIS PRESENT AS A RESULT OF THIS CONTRACT SHALL BE REMOVED FROM THE PREMISES.
1.1.7 STORAGE AND PROTECTION
A. PROVIDE ADEQUATE FACILITIES FOR ITEMS FURNISHED UNDER THESE SPECIFICATIONS WHICH ARE SUBJECT TO DAMAGE IF EXPOSED TO ELEMENTS. TAKE SUCH PRECAUTIONS AS NECESSARY TO PROPERLY PROTECT APPARATUS FROM DAMAGE. FAILURE TO COMPLY WITH THIS PROVISION WILL BE SUFFICIENT CAUSE FOR REJECTION OF THE PARTICULAR APPARATUS INVOLVED.
1.1.8 COOPERATION
A. ALL WORK UNDER THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN CONJUNCTION WITH OTHER TRADES ON THIS PROJECT IN A MANNER WHICH WILL ALLOW EACH TRADE ADEQUATE TIME AT THE PROPER STAGE OF CONSTRUCTION TO FULFILL HIS WORK.
B. MAINTAINING CONTACT AND BEING FAMILIAR WITH THE PROGRESS OF THE GENERAL CONSTRUCTION AND THE TIMELY INSTALLATION OF SLEEVES AND INSERTS, ETC., BEFORE CONCRETE IS PLACED SHALL BE THE RESPONSIBILITY OF THE TRADE. AS WILL THE INSTALLATION OF THE REQUIRED SYSTEMS IN THEIR SEVERAL STAGES, AT THE PROPER TIME TO EXPEDITE THIS CONTRACT AND AVOID UNNECESSARY DETAILS IN THE PROGRESS OF OTHER CONTRACTS, AND MEET ALL REQUIREMENTS OF PROGRESS SCHEDULES SET UP BY THE GENERAL CONTRACTOR/OWNER.
C. SHOULD ANY QUESTION ARISE BETWEEN TRADES AS TO THE PLACING OF LINES, DUCTS, CONDUITS, FIXTURES OR EQUIPMENT, OR SHOULD IT APPEAR DESIRABLE TO REMOVE ANY GENERAL CONSTRUCTION WHICH WOULD AFFECT THE APPEARANCE OR STRENGTH OF THE STRUCTURE, REFERENCE SHALL BE MADE TO THE ARCHITECT FOR INSTRUCTION.
1.1.9 SCHEDULE OF MATERIAL AND EQUIPMENT
A. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT FOR APPROVAL A COMPLETE SCHEDULE OF MATERIAL AND EQUIPMENT WHICH IS TO BE INSTALLED UNDER THE CONTRACT. THE SCHEDULE SHALL BE SUBMITTED WITHIN 30 DAYS AFTER THE AWARD OF THIS CONTRACT AND PRIOR TO THE INSTALLATION OR FABRICATION OF ANY OF THE MATERIAL INVOLVED. THE SCHEDULE SHALL INCLUDE FOR MATERIALS THE MANUFACTURER'S NAME, CATALOG NUMBER, TYPE AND TRADE NAME. IN ADDITION, FOR EQUIPMENT, ATTACH MANUFACTURER'S ENGINEERING DATA AND SPECIFICATION SHEET.
1.1.10 SHOP DRAWINGS AND SUBMITTALS:
A. PROVIDE SUBMITTALS AND SHOP DRAWINGS (3 COPIES MINIMUM) FOR THE FOLLOWING EQUIPMENT AND LAYOUT:
1. DUCTWORK FABRICATION DETAILS AND LAYOUT AT $\frac{1}{8}" = 1'-0"$ SCALE.
2. MECHANICAL EQUIPMENT CUT SHEETS INCLUDING ALL PERFORMANCE CHARACTERISTICS, ACCESSORIES, DRAWINGS, WIRING DIAGRAMS, ETC. ACCESSORIES SHALL BE CLEARLY LABELED TO SHOW WHAT IS AND IS NOT BEING PROVIDED.
3. PIPING DETAILS SHOWING MATERIALS USED AND JOINING/SEALING METHODS.
4. PIPING LAYOUT AT $\frac{1}{8}" = 1'-0"$ SCALE.
EQUIPMENT SHALL NOT BE ORDERED UNTIL REVIEWED FOR GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS BY THE ARCHITECT AND ENGINEER OF RECORD. THE CONTRACTOR SHALL ALLOW TWO (2) WEEKS FOR DESIGN TEAM REVIEW OF SUBMITTALS.

1.1.11 DRAWINGS AND SPECIFICATIONS

A. THE DRAWINGS SHOW DIAGRAMMATICALLY THE LOCATIONS OF THE VARIOUS LINES, DUCTS, CONDUITS, FIXTURES AND EQUIPMENT AND THE METHOD OF CONNECTING AND CONTROLLING THEM. IT IS NOT INTENDED TO SHOW EVERY CONNECTION IN DETAIL AND ALL FITTINGS REQUIRED FOR A COMPLETE SYSTEM. THE SYSTEMS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE ITEMS SHOWN ON THE DRAWINGS. EXACT LOCATIONS OF THESE ITEMS SHALL BE DETERMINED BY REFERENCE TO THE GENERAL PLANS AND MEASUREMENTS AT THE BUILDING AND IN COOPERATION WITH OTHER CONTRACTORS AND, IN ALL CASES, SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT/ENGINEER OF RECORD. THE CONTRACTOR RESERVES THE RIGHT TO MAKE ANY REASONABLE CHANGE IN THE LOCATION OF ANY PART OF THIS WORK WITHOUT ADDITIONAL COST TO THE OWNER.
B. SHOULD ANY CHANGES BE DEEMED NECESSARY BY THE CONTRACTOR IN ITEMS SHOWN ON THE CONTRACT DRAWINGS, SHOP DRAWINGS AND DESCRIPTIONS, THE REASON FOR THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR, WHICH WILL BE TRANSMITTED TO THE DESIGN TEAM - TO BE APPROVED BY THE ARCHITECT/ENGINEER.
C. EXCEPTIONS AND INCONSISTENCIES IN PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE BIDS ARE SUBMITTED; OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY AND ALL CHANGES AND ADDITIONS THAT MAY BE NECESSARY TO ACCOMMODATE HIS PARTICULAR APPARATUS.
D. THE CONTRACTOR SHALL LAY OUT HIS WORK MAINTAINING ALL LINES, GRADES AND DIMENSIONS ACCORDING TO THESE DRAWINGS WITH DUE CONSIDERATION FOR OTHER TRADES AND VERIFY ALL DIMENSIONS AT THE SITE PRIOR TO ANY FABRICATION OR INSTALLATION. SHOULD THE LAYOUT BE IMPRACTICAL, THE GENERAL CONTRACTOR SHALL BE NOTIFIED BEFORE ANY INSTALLATION OR FABRICATION, AND THE EXISTING CONDITIONS SHALL BE INVESTIGATED AND PROPER CHANGES EFFECTED WITHOUT ANY ADDITIONAL COST.
E. TITLES OF SECTIONS AND PARAGRAPHS IN THESE SPECIFICATIONS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE CONSTRUED AS A CORRECT OR COMPLETE SEGREGATION TO TABULATION OF THE VARIOUS UNITS OF MATERIAL AND/OR WORK. THE ARCHITECT/ENGINEER DOES NOT ASSUME ANY RESPONSIBILITY, EITHER DIRECT OR IMPLIED, FOR OMISSIONS OR DUPLICATIONS BY THE CONTRACTOR DUE TO REAL OR ALLEGED ERROR IN THE ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.
1.1.12 ARCHITECT'S APPROVAL
A. IN ANY STATEMENT UNDER THIS CONTRACT WHERE "APPROVAL" IS REQUIRED OR REQUESTED, IT IS UNDERSTOOD THAT SUCH APPROVAL MUST BE OBTAINED FROM THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE PROPOSAL, AND AN ADEQUATE NUMBER OF COPIES OF ANY SUCH PROPOSAL SHALL BE SUBMITTED TO THE ARCHITECT.

B. THE APPROVAL BY THE ARCHITECT OF ANY MATERIALS, CHANGES, DRAWINGS, ETC., SUBMITTED BY THE CONTRACTOR WILL BE CONSIDERED AS GENERAL ONLY AND TO AID THE CONTRACTOR IN EXPEDITING HIS WORK. SUCH APPROVAL AS MAY BE GIVEN DOES NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM THE NECESSITY OF FURNISHING THE MATERIALS AND PERFORMING ALL WORK AS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.
1.1.13 LOCAL RESTRICTIONS
A. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL RULES AND REGULATIONS OF THE CITY, COUNTY AND STATE, OR ANY OTHER AUTHORITY HAVING JURISDICTION OVER THIS PROJECT. IF IT IS THE CONTRACTOR'S OPINION THAT ANY WORK OR MATERIALS SHOWN ON THE DRAWINGS OR SPECIFICATIONS DO NOT COMPLY WITH THESE RULES AND REGULATIONS AS TO SIZE, TYPE, CAPACITY AND QUALITY, HE SHOULD MAKE IT KNOWN PRIOR TO THE SUBMISSION OF HIS BID, WHICH SHALL BE DEEMED EVIDENCE OF COMPLIANCE; OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROVAL OF ALL WORK OR MATERIAL AND, IN THE EVENT THAT SUCH AUTHORITY SHOULD INDICATE DISAPPROVAL, HE SHALL CORRECT SAME WITH MATERIALS APPROVED BY THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

1.1.14 ELECTRICAL WIRING

A. EXCEPT FOR SUCH ITEMS AS ARE NORMALLY WIRED UP AT THEIR POINT OF MANUFACTURE AND SO DELIVERED, AND UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, THE ELECTRICAL CONTRACTOR WILL DO ALL ELECTRIC WIRING AT 120V OR HIGHER OF EVERY CHARACTER FOR POWER SUPPLY. THIS DOES NOT RELIEVE THE CONTRACTOR OF ANY AND ALL LOW VOLTAGE ELECTRICAL WIRING, CONDUIT, ETC. SHOWN OR IMPLIED IN THESE DOCUMENTS. THIS CONTRACTOR SHALL UNDERSTAND ALL MOTORS IN PLACE READY FOR CONNECTIONS AND SHALL FURNISH WITH EACH SUCH MOTOR STARTER OF THE TYPE SPECIFIED AND DELIVER IT IN GOOD CONDITION TO THE ELECTRICAL CONTRACTOR AT THE JOB. THE ELECTRICAL CONTRACTOR WILL MOUNT ALL SUCH STARTERS, AS DIRECTED, FURNISHING SUPPORTING STRUCTURES WHERE NECESSARY. THE OWNER AND OTHER CONTRACTORS SHALL FURNISH WITH EACH ITEM REQUIRING ELECTRICAL CONNECTIONS, THE NECESSARY INSTRUCTIONS AND WIRING DIAGRAMS TO THE ELECTRICAL CONTRACTOR. THE ELECTRICAL CONTRACTOR SHALL REFER TO THE SPECIFICATIONS AND PLANS TO DETERMINE THE SCOPE OF THE WORK.
1.1.15 LARGE APPARATUS AND EQUIPMENT
A. ALL LARGE APPARATUS AND EQUIPMENT WHICH IS SPECIFIED OR SHOWN TO BE FURNISHED OR INSTALLED UNDER THIS CONTRACT, AND WHICH MAY BE TOO LARGE TO BE MOVED INTO ITS FINAL POSITION THROUGH THE NORMAL BUILDING OPENINGS PLANNED, SHALL BE PLACED BY THIS CONTRACTOR IN ITS APPROXIMATE FINAL POSITION. THIS SHALL BE ACCOMPLISHED THROUGH COOPERATION AND COORDINATION WITH OTHER CONTRACTORS BEFORE ANY OBSTRUCTING STRUCTURE IS INSTALLED. ALL APPARATUS SHALL BE CRIBBED UP FROM THE FLOOR BY THIS SUBCONTRACTOR AND CARED FOR AS SPECIFIED UNDER "STORAGE AND PROTECTION" OR AS DIRECTED BY THE ARCHITECT.
1.1.16 CROSS CONNECTION AND INTERCONNECTIONS
A. NO PLUMBING FIXTURE, DEVICE OR PIPING SHALL BE INSTALLED WHICH WILL PROVIDE A CROSS CONNECTION OR INTERCONNECTION BETWEEN A DISTRIBUTING SUPPLY FOR DRINKING OR DOMESTIC PURPOSES AND A POLLUTED SUPPLY SUCH AS DRAINAGE SYSTEM OR A SOIL OR WASTE PIPE WHICH WILL PERMIT OR MAKE POSSIBLE THE BACKFLOW OF SEWAGE, POLLUTED WATER OR WASTE INTO THE WATER SUPPLY SYSTEM.
1.1.17 RESPONSIBILITY
A. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SATISFACTORY AND COMPLETE EXECUTION OF ALL WORK INCLUDED. HE SHALL PRODUCE COMPLETE FINISHED OPERATING SYSTEMS AND PROVIDE ALL INCIDENTAL ITEMS REQUIRED AS PART OF HIS WORK, REGARDLESS OF WHETHER SUCH ITEM IS PARTICULARLY SPECIFIED OR INDICATED.
1.1.18 CLEAN UP
A. CLEAN UP TRASH AND DEBRIS CAUSED BY THE WORK OF THIS SECTION, KEEPING PREMISES, STREETS, SIDEWALKS AND ADJACENT AREAS CLEAN AND NEAT AT ALL TIMES. DISPOSE OF SUCH MATERIALS OUTSIDE THE CURBS OF THE PROJECT SITE TO APPROVED LOCATIONS.
1.1.19 PAINTING
A. UPON COMPLETION, CLEAN ALL PIPES AND EQUIPMENT BEFORE PAINTING. PAINTING OF MECHANICAL EQUIPMENT, DUCTWORK, AND PIPING IS SPECIFIED IN ARCHITECTURAL, MECHANICAL, AND PLUMBING DOCUMENTS IF REQUIRED.
1.1.20 ACCESS DOORS
A. ACCESS DOORS ARE TO BE PROVIDED BY THE CONTRACTOR. THIS CONTRACTOR WILL CLOSELY COORDINATE LOCATIONS OF VALVES, ETC. IN ORDER TO HAVE ACCESS TO ALL CONCEALED PORTIONS OF THE SYSTEM REQUIRING PERIODIC SERVICE. PREPARE SHOP DRAWINGS FOR COORDINATION OF ALL ACCESS DOORS, LOCATING SAME FOR INSTALLATION BY GENERAL CONTRACTOR. ACCESS DOOR LOCATIONS SHALL BE APPROVED BY THE ARCHITECT BEFORE INSTALLATION.
1.1.21 FLAME SPREAD PROPERTIES OF MATERIALS
A. ALL MATERIALS AND ADHESIVES USED FOR ACOUSTICAL LININGS AND INSULATION, JACKETS, TAPES, ETC. SHALL CONFORM TO ASTM E 84 AND/OR UL 723. MATERIALS, FINISHES, ADHESIVES, ETC. FOR EACH SYSTEM, SHALL BE SUCH THAT WHEN COMPLETELY ASSEMBLED, THE TOTAL WILL NOT EXCEED 50 SMOKE DEVELOPED INDEX AND 25 FLAME SPREAD INDEX. MODIFICATIONS SHALL BE MADE TO INSULATING MATERIALS, ETC. AS REQUIRED TO COMPLY WITH ASTM E 84 OR UL 723.
1.1.22 GUARANTEE
A. THE CONTRACTOR SHALL FURNISH A WRITTEN GUARANTEE IN TRIPLICATE, WARRANTING ALL MATERIALS, EQUIPMENT AND LABOR FURNISHED BY HIM TO BE FREE OF ALL DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY THE OWNER. HE SHALL FURTHER GUARANTEE THAT ALL EQUIPMENT SHALL MEET THE CHARACTERISTICS, CAPACITIES AND WORKMANSHIP SPECIFIED AND WITHIN THE WARRANTY PERIOD, THE DEFECTS AND/OR EQUIPMENT WILL BE REPAIRED OR MADE GOOD WITHOUT COST TO THE OWNER. CONTRACTOR FURTHER AGREES TO CORRECT WARRANTY DEFICIENCIES WITHIN 48 HOURS OF NOTIFICATION BY MANAGEMENT.
B. REFERENCE DOCUMENTS: CONDITIONS OF THE CONTRACT AND DIVISION 1 "GENERAL REQUIREMENTS" ARE MADE A PART OF THIS SECTION WHETHER ATTACHED HERETO OR NOT.
SECTION 2 - HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS
2.1.1 SCOPE
A. PROVIDE COMPLETE AIR SUPPLY, RETURN, OUTSIDE AIR AND EXHAUST SYSTEMS INCLUDING FANS, TERMINAL DEVICES AND OTHER COMPONENTS SPECIFIED HEREIN.
2.1.2 SUBMITTALS
A. SHOP DRAWINGS: SUBMIT COMPLETE SHOP DRAWINGS IN ACCORDANCE WITH SECTION 1.1.11. INDICATED MATERIALS, QUANTITIES, SIZES AND INSTALLATION DETAILS.

B. UPON COMPLETION OF THE INSTALLATION AND START-UP OF THE MECHANICAL EQUIPMENT, CHECK, ADJUST AND BALANCE SYSTEMIC COMPONENTS TO OBTAIN OPTIMUM CONDITIONS IN EACH CONDITIONED SPACE IN THE BUILDING.
C. PRIOR TO REQUESTING A FINAL INSPECTION, THIS CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ARCHITECT/ENGINEER OF RECORD COMPLETE REPORTS ON THE BALANCE AND OPERATIONS OF THE SYSTEM BEARING THE SIGNATURE OF A CERTIFIED AIR BALANCE TECHNICIAN. IN THIS REPORT, THE ORIGINAL CONDITIONS MEASURED AT STARTUP AND FINAL CONDITIONS AFTER BALANCING OF ALL EQUIPMENT SHALL BE CLEARLY INDICATED.
D. MAKE AN INSPECTION IN THE BUILDING DURING THE OPPOSITE SEASON FROM THAT IN WHICH THE INITIAL ADJUSTMENTS WERE MADE AND, AT THE TIME, MAKE ANY NECESSARY MODIFICATIONS TO THE INITIAL ADJUSTMENTS REQUIRED TO PRODUCE OPTIMUM OPERATION OF THE SYSTEMIC COMPONENTS TO PRODUCE THE PROPERTY CONDITIONS IN EACH CONDITIONED SPACE.
3.1.2 WORK INCLUDED
A. THE BALANCING TECHNICIAN SHALL BE RESPONSIBLE FOR INSPECTING, ADJUSTING, BALANCING AND LOGGING THE DATA ON THE PERFORMANCE OF FANS, ALL DAMPERS IN THE DUCT SYSTEMS AND ALL AIR DISTRIBUTION DEVICES. THE MECHANICAL CONTRACTOR AND THE SUPPLIERS OF THE EQUIPMENT INSTALLED SHALL ALL COOPERATE WITH THE BALANCING TECHNICIAN TO PROVIDE ALL NECESSARY DATA ON THE DESIGN AND PROPER APPLICATION OF THE SYSTEMATIC COMPONENTS AND SHALL FURNISH ALL LABOR AND MATERIALS REQUIRED TO ELIMINATE ANY DEFICIENCIES OR MALPERFORMANCE.
B. DURING THE BALANCING, THE TEMPERATURE REGULATION SHALL BE ADJUSTED FOR PROPER RELATIONSHIP BETWEEN CONTROLLING INSTRUMENTS AND CALIBRATED BY THE TEMPERATURE CONTROLS SUB-CONTRACTOR USING DATA SUBMITTED BY THE BALANCING TECHNICIAN. THE TOTAL VARIATION SHALL NOT EXCEED 3 DEGREES FROM THE PRESENT MEDIAN TEMPERATURE DURING THE ENTIRE TEMPERATURE SURVEY PERIOD.
C. IN ALL FAN SYSTEMS, THE AIR QUANTITIES SHOWN ON THE PLANS MAY BE VARIED AS REQUIRED TO SECURE A MAXIMUM TEMPERATURE VARIATION OF 3 DEGREES WITHIN EACH SEPARATELY CONTROLLED SPACE, BUT THE TOTAL AIR QUANTITY INDICATED FOR EACH ZONE MUST BE OBTAINED. IT SHALL BE THE OBLIGATION OF THE MECHANICAL CONTRACTOR TO FURNISH OR REVISE FAN DRIVES AND/OR MOTORS, IF NECESSARY, WITHOUT COST TO THE CONTRACTOR, TO ATTAIN THE SPECIFIED AIR VOLUME.
3.1.3 REPORT
A. BEFORE FINAL ACCEPTANCE IS MADE, THE BALANCING TECHNICIAN SHALL PREPARE A DETAILED, WRITTEN REPORT.
B. THE DATA SHALL BE NEATLY ENTERED ON APPROPRIATE FORMS TOGETHER WITH ANY TYPED SUPPLEMENTS REQUIRED TO COMPLETELY DOCUMENT ALL RESULTS.
C. WRITTEN EXPLANATIONS OF ANY ABNORMAL CONDITIONS SHALL BE INCLUDED. ALL THIS SHALL BE ASSEMBLED INTO A SUITABLE BROCHURE, AND A TOTAL OF FOUR COPIES SHALL BE PROVIDED.
D. THE TYPED TEST DATA SHEETS AND CORRELATION OF THE TEST RESULTS SHALL BE CERTIFIED TO BE TRUE AND CORRECT BY A CERTIFIED AIR BALANCE TECHNICIAN OVER THE SIGNATURE OF THE SUBCONTRACTOR. SUCH SIGNATURE SHALL BE EXECUTED BY AN OFFICER IF THE SUBCONTRACTING FIRM IS A CORPORATION, A PARTNER IF A PARTNERSHIP, OR BY THE OWNER IS A SOLE OWNERSHIP. THIS DATA SHALL BE DELIVERED TO DESIGNATED MEMBERS OF THE BUILDING OPERATING PERSONNEL NOT LESS THAN THREE DAYS AFTER THE TESTS ARE COMPLETE SETTINGS, READING, ETC. SHALL BE PREPARED AND SUBMITTED IN QUADRUPPLICATE.
3.1.4 INSTRUCTIONS
A. DURING THE TEST PERIODS, THE BALANCING TECHNICIAN SHALL INSTRUCT THE BUILDING MAINTENANCE PERSONNEL IN THE CONSTRUCTION AND OPERATION OF ALL EQUIPMENT.

A. ALL WORK UNDER THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN CONJUNCTION WITH OTHER TRADES ON THIS PROJECT IN A MANNER WHICH WILL ALLOW EACH TRADE ADEQUATE TIME AT THE PROPER STAGE OF CONSTRUCTION TO FULFILL HIS WORK.
B. MAINTAINING CONTACT AND BEING FAMILIAR WITH THE PROGRESS OF THE GENERAL CONSTRUCTION AND THE TIMELY INSTALLATION OF SLEEVES AND INSERTS, ETC., BEFORE CONCRETE IS PLACED SHALL BE THE RESPONSIBILITY OF THE TRADE. AS WILL THE INSTALLATION OF THE REQUIRED SYSTEMS IN THEIR SEVERAL STAGES, AT THE PROPER TIME TO EXPEDITE THIS CONTRACT AND AVOID UNNECESSARY DETAILS IN THE PROGRESS OF OTHER CONTRACTS, AND MEET ALL REQUIREMENTS OF PROGRESS SCHEDULES SET UP BY THE GENERAL CONTRACTOR/OWNER.
C. SHOULD ANY QUESTION ARISE BETWEEN TRADES AS TO THE PLACING OF LINES, DUCTS, CONDUITS, FIXTURES OR EQUIPMENT, OR SHOULD IT APPEAR DESIRABLE TO REMOVE ANY GENERAL CONSTRUCTION WHICH WOULD AFFECT THE APPEARANCE OR STRENGTH OF THE STRUCTURE, REFERENCE SHALL BE MADE TO THE ARCHITECT FOR INSTRUCTION.
1.1.9 SCHEDULE OF MATERIAL AND EQUIPMENT
A. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT FOR APPROVAL A COMPLETE SCHEDULE OF MATERIAL AND EQUIPMENT WHICH IS TO BE INSTALLED UNDER THE CONTRACT. THE SCHEDULE SHALL BE SUBMITTED WITHIN 30 DAYS AFTER THE AWARD OF THIS CONTRACT AND PRIOR TO THE INSTALLATION OR FABRICATION OF ANY OF THE MATERIAL INVOLVED. THE SCHEDULE SHALL INCLUDE FOR MATERIALS THE MANUFACTURER'S NAME, CATALOG NUMBER, TYPE AND TRADE NAME. IN ADDITION, FOR EQUIPMENT, ATTACH MANUFACTURER'S ENGINEERING DATA AND SPECIFICATION SHEET.
1.1.10 SHOP DRAWINGS AND SUBMITTALS:
A. PROVIDE SUBMITTALS AND SHOP DRAWINGS (3 COPIES MINIMUM) FOR THE FOLLOWING EQUIPMENT AND LAYOUT:
1. DUCTWORK FABRICATION DETAILS AND LAYOUT AT $\frac{1}{8}" = 1'-0"$ SCALE.
2. MECHANICAL EQUIPMENT CUT SHEETS INCLUDING ALL PERFORMANCE CHARACTERISTICS, ACCESSORIES, DRAWINGS, WIRING DIAGRAMS, ETC. ACCESSORIES SHALL BE CLEARLY LABELED TO SHOW WHAT IS AND IS NOT BEING PROVIDED.
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E. TITLES OF SECTIONS AND PARAGRAPHS IN THESE SPECIFICATIONS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE CONSTRUED AS A CORRECT OR COMPLETE SEGREGATION TO TABULATION OF THE VARIOUS UNITS OF MATERIAL AND/OR WORK. THE ARCHITECT/ENGINEER DOES NOT ASSUME ANY RESPONSIBILITY, EITHER DIRECT OR IMPLIED, FOR OMISSIONS OR DUPLICATIONS BY THE CONTRACTOR DUE TO REAL OR ALLEGED ERROR IN THE ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.
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B. UPON COMPLETION OF THE INSTALLATION AND START-UP OF THE MECHANICAL EQUIPMENT, CHECK, ADJUST AND BALANCE SYSTEMIC COMPONENTS TO OBTAIN OPTIMUM CONDITIONS IN EACH CONDITIONED SPACE IN THE BUILDING.
C. PRIOR TO REQUESTING A FINAL INSPECTION, THIS CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ARCHITECT/ENGINEER OF RECORD COMPLETE REPORTS ON THE BALANCE AND OPERATIONS OF THE SYSTEM BEARING THE SIGNATURE OF A CERTIFIED AIR BALANCE TECHNICIAN. IN THIS REPORT, THE ORIGINAL CONDITIONS MEASURED AT STARTUP AND FINAL CONDITIONS AFTER BALANCING OF ALL EQUIPMENT SHALL BE CLEARLY INDICATED.
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2. MECHANICAL EQUIPMENT CUT SHEETS INCLUDING ALL PERFORMANCE CHARACTERISTICS, ACCESSORIES, DRAWINGS, WIRING DIAGRAMS, ETC. ACCESSORIES SHALL BE CLEARLY LABELED TO SHOW WHAT IS AND IS NOT BEING PROVIDED.
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B. SHOULD ANY CHANGES BE DEEMED NECESSARY BY THE CONTRACTOR IN ITEMS SHOWN ON THE CONTRACT DRAWINGS, SHOP DRAWINGS AND DESCRIPTIONS, THE REASON FOR THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR, WHICH WILL BE TRANSMITTED TO THE DESIGN TEAM - TO BE APPROVED BY THE ARCHITECT/ENGINEER.
C. EXCEPTIONS AND INCONSISTENCIES IN PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE BIDS ARE SUBMITTED; OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY AND ALL CHANGES AND ADDITIONS THAT MAY BE NECESSARY TO ACCOMMODATE HIS PARTICULAR APPARATUS.
D. THE CONTRACTOR SHALL LAY OUT HIS WORK MAINTAINING ALL LINES, GRADES AND DIMENSIONS ACCORDING TO THESE DRAWINGS WITH DUE CONSIDERATION FOR OTHER TRADES AND VERIFY ALL DIMENSIONS AT THE SITE PRIOR TO ANY FABRICATION OR INSTALLATION. SHOULD THE LAYOUT BE IMPRACTICAL, THE GENERAL CONTRACTOR SHALL BE NOTIFIED BEFORE ANY INSTALLATION OR FABRICATION, AND THE EXISTING CONDITIONS SHALL BE INVESTIGATED AND PROPER CHANGES EFFECTED WITHOUT ANY ADDITIONAL COST.
E. TITLES OF SECTIONS AND PARAGRAPHS IN THESE SPECIFICATIONS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE CONSTRUED AS A CORRECT OR COMPLETE SEGREGATION TO TABULATION OF THE VARIOUS UNITS OF MATERIAL AND/OR WORK. THE ARCHITECT/ENGINEER DOES NOT ASSUME ANY RESPONSIBILITY, EITHER DIRECT OR IMPLIED, FOR OMISSIONS OR DUPLICATIONS BY THE CONTRACTOR DUE TO REAL OR ALLEGED ERROR IN THE ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.
1.1.12 ARCHITECT'S APPROVAL
A. IN ANY STATEMENT UNDER THIS CONTRACT WHERE "APPROVAL" IS REQUIRED OR REQUESTED, IT IS UNDERSTOOD THAT SUCH APPROVAL MUST BE OBTAINED FROM THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE PROPOSAL, AND AN ADEQUATE NUMBER OF COPIES OF ANY SUCH PROPOSAL SHALL BE SUBMITTED TO THE ARCHITECT.

B. UPON COMPLETION OF THE INSTALLATION AND START-UP OF THE MECHANICAL EQUIPMENT, CHECK, ADJUST AND BALANCE SYSTEMIC COMPONENTS TO OBTAIN OPTIMUM CONDITIONS IN EACH CONDITIONED SPACE IN THE BUILDING.
C. PRIOR TO REQUESTING A FINAL INSPECTION, THIS CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ARCHITECT/ENGINEER OF RECORD COMPLETE REPORTS ON THE BALANCE AND OPERATIONS OF THE SYSTEM BEARING THE SIGNATURE OF A CERTIFIED AIR BALANCE TECHNICIAN. IN THIS REPORT, THE ORIGINAL CONDITIONS MEASURED AT STARTUP AND FINAL CONDITIONS AFTER BALANCING OF ALL EQUIPMENT SHALL BE CLEARLY INDICATED.
D. MAKE AN INSPECTION IN THE BUILDING DURING THE OPPOSITE SEASON FROM THAT IN WHICH THE INITIAL ADJUSTMENTS WERE MADE AND, AT THE TIME, MAKE ANY NECESSARY MODIFICATIONS TO THE INITIAL ADJUSTMENTS REQUIRED TO PRODUCE OPTIMUM OPERATION OF THE SYSTEMIC COMPONENTS TO PRODUCE THE PROPERTY CONDITIONS IN EACH CONDITIONED SPACE.
3.1.2 WORK INCLUDED
A. THE BALANCING TECHNICIAN SHALL BE RESPONSIBLE FOR INSPECTING, ADJUSTING, BALANCING AND LOGGING THE DATA ON THE PERFORMANCE OF FANS, ALL DAMPERS IN THE DUCT SYSTEMS AND ALL AIR DISTRIBUTION DEVICES. THE MECHANICAL CONTRACTOR AND THE SUPPLIERS OF THE EQUIPMENT INSTALLED SHALL ALL COOPERATE WITH THE BALANCING TECHNICIAN TO PROVIDE ALL NECESSARY DATA ON THE DESIGN AND PROPER APPLICATION OF THE SYSTEMATIC COMPONENTS AND SHALL FURNISH ALL LABOR AND MATERIALS REQUIRED TO ELIMINATE ANY DEFICIENCIES OR MALPERFORMANCE.
B. DURING THE BALANCING, THE TEMPERATURE REGULATION SHALL BE ADJUSTED FOR PROPER RELATIONSHIP BETWEEN CONTROLLING INSTRUMENTS AND CALIBRATED BY THE TEMPERATURE CONTROLS SUB-CONTRACTOR USING DATA SUBMITTED BY THE BALANCING TECHNICIAN. THE TOTAL VARIATION SHALL NOT EXCEED 3 DEGREES FROM THE PRESENT MEDIAN TEMPERATURE DURING THE ENTIRE TEMPERATURE SURVEY PERIOD.
C. IN ALL FAN SYSTEMS, THE AIR QUANTITIES SHOWN ON THE PLANS MAY BE VARIED AS REQUIRED TO SECURE A MAXIMUM TEMPERATURE VARIATION OF 3 DEGREES WITHIN EACH SEPARATELY CONTROLLED SPACE, BUT THE TOTAL AIR QUANTITY INDICATED FOR EACH ZONE MUST BE OBTAINED. IT SHALL BE THE OBLIGATION OF THE MECHANICAL CONTRACTOR TO FURNISH OR REVISE FAN DRIVES AND/OR MOTORS, IF NECESSARY, WITHOUT COST TO THE CONTRACTOR, TO ATTAIN THE SPECIFIED AIR VOLUME.
3.1.3 REPORT
A. BEFORE FINAL ACCEPTANCE IS MADE, THE BALANCING TECHNICIAN SHALL PREPARE A DETAILED, WRITTEN REPORT.
B. THE DATA SHALL BE NEATLY ENTERED ON APPROPRIATE FORMS TOGETHER WITH ANY TYPED SUPPLEMENTS REQUIRED TO COMPLETELY DOCUMENT ALL RESULTS.
C. WRITTEN EXPLANATIONS OF ANY ABNORMAL CONDITIONS SHALL BE INCLUDED. ALL THIS SHALL BE ASSEMBLED INTO A SUITABLE BROCHURE, AND A TOTAL OF FOUR COPIES SHALL BE PROVIDED.
D. THE TYPED TEST DATA SHEETS AND CORRELATION OF THE TEST RESULTS SHALL BE CERTIFIED TO BE TRUE AND CORRECT BY A CERTIFIED AIR BALANCE TECHNICIAN OVER THE SIGNATURE OF THE SUBCONTRACTOR. SUCH SIGNATURE SHALL BE EXECUTED BY AN OFFICER IF THE SUBCONTRACTING FIRM IS A CORPORATION, A PARTNER IF A PARTNERSHIP, OR BY THE OWNER IS A SOLE OWNERSHIP. THIS DATA SHALL BE DELIVERED TO DESIGNATED MEMBERS OF THE BUILDING OPERATING PERSONNEL NOT LESS THAN THREE DAYS AFTER THE TESTS ARE COMPLETE SETTINGS, READING, ETC. SHALL BE PREPARED AND SUBMITTED IN QUADRUPPLICATE.
3.1.4 INSTRUCTIONS
A. DURING THE TEST PERIODS, THE BALANCING TECHNICIAN SHALL INSTRUCT THE BUILDING MAINTENANCE PERSONNEL IN THE CONSTRUCTION AND OPERATION OF ALL EQUIPMENT.

A. ALL WORK UNDER THESE SPECIFICATIONS SHALL BE ACCOMPLISHED IN CONJUNCTION WITH OTHER TRADES ON THIS PROJECT IN A MANNER WHICH WILL ALLOW EACH TRADE ADEQUATE TIME AT THE PROPER STAGE OF CONSTRUCTION TO FULFILL HIS WORK.
B. MAINTAINING CONTACT AND BEING FAMILIAR WITH THE PROGRESS OF THE GENERAL CONSTRUCTION AND THE TIMELY INSTALLATION OF SLEEVES AND INSERTS, ETC., BEFORE CONCRETE IS PLACED SHALL BE THE RESPONSIBILITY OF THE TRADE. AS WILL THE INSTALLATION OF THE REQUIRED SYSTEMS IN THEIR SEVERAL STAGES, AT THE PROPER TIME TO EXPEDITE THIS CONTRACT AND AVOID UNNECESSARY DETAILS IN THE PROGRESS OF OTHER CONTRACTS, AND MEET ALL REQUIREMENTS OF PROGRESS SCHEDULES SET UP BY THE GENERAL CONTRACTOR/OWNER.
C. SHOULD ANY QUESTION ARISE BETWEEN TRADES AS TO THE PLACING OF LINES, DUCTS, CONDUITS, FIXTURES OR EQUIPMENT, OR SHOULD IT APPEAR DESIRABLE TO REMOVE ANY GENERAL CONSTRUCTION WHICH WOULD AFFECT THE APPEARANCE OR STRENGTH OF THE STRUCTURE, REFERENCE SHALL BE MADE TO THE ARCHITECT FOR INSTRUCTION.
1.1.9 SCHEDULE OF MATERIAL AND EQUIPMENT
A. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT FOR APPROVAL A COMPLETE SCHEDULE OF MATERIAL AND EQUIPMENT WHICH IS TO BE INSTALLED UNDER THE CONTRACT. THE SCHEDULE SHALL BE SUBMITTED WITHIN 30 DAYS AFTER THE AWARD OF THIS CONTRACT AND PRIOR TO THE INSTALLATION OR FABRICATION OF ANY OF THE MATERIAL INVOLVED. THE SCHEDULE SHALL INCLUDE FOR MATERIALS THE MANUFACTURER'S NAME, CATALOG NUMBER, TYPE AND TRADE NAME. IN ADDITION, FOR EQUIPMENT, ATTACH MANUFACTURER'S ENGINEERING DATA AND SPECIFICATION SHEET.
1.1.10 SHOP DRAWINGS AND SUBMITTALS:
A. PROVIDE SUBMITTALS AND SHOP DRAWINGS (3 COPIES MINIMUM) FOR THE FOLLOWING EQUIPMENT AND LAYOUT:
1. DUCTWORK FABRICATION DETAILS AND LAYOUT AT $\frac{1}{8}" = 1'-0"$ SCALE.
2. MECHANICAL EQUIPMENT CUT SHEETS INCLUDING ALL PERFORMANCE CHARACTERISTICS, ACCESSORIES, DRAWINGS, WIRING DIAGRAMS, ETC. ACCESSORIES SHALL BE CLEARLY LABELED TO SHOW WHAT IS AND IS NOT BEING PROVIDED.
3. PIPING DETAILS SHOWING MATERIALS USED AND JOINING/SEALING METHODS.
4. PIPING LAYOUT AT $\frac{1}{8}" = 1'-0"$ SCALE.
EQUIPMENT SHALL NOT BE ORDERED UNTIL REVIEWED FOR GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS BY THE ARCHITECT AND ENGINEER OF RECORD. THE CONTRACTOR SHALL ALLOW TWO (2) WEEKS FOR DESIGN TEAM REVIEW OF SUBMITTALS.

A. THE DRAWINGS SHOW DIAGRAMMATICALLY THE LOCATIONS OF THE VARIOUS LINES, DUCTS, CONDUITS, FIXTURES AND EQUIPMENT AND THE METHOD OF CONNECTING AND CONTROLLING THEM. IT IS NOT INTENDED TO SHOW EVERY CONNECTION IN DETAIL AND ALL FITTINGS REQUIRED FOR A COMPLETE SYSTEM. THE SYSTEMS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE ITEMS SHOWN ON THE DRAWINGS. EXACT LOCATIONS OF THESE ITEMS SHALL BE DETERMINED BY REFERENCE TO THE GENERAL PLANS AND MEASUREMENTS AT THE BUILDING AND IN COOPERATION WITH OTHER CONTRACTORS AND, IN ALL CASES, SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT/ENGINEER OF RECORD. THE CONTRACTOR RESERVES THE RIGHT TO MAKE ANY REASONABLE CHANGE IN THE LOCATION OF ANY PART OF THIS WORK WITHOUT ADDITIONAL COST TO THE OWNER.
B. SHOULD ANY CHANGES BE DEEMED NECESSARY BY THE CONTRACTOR IN ITEMS SHOWN ON THE CONTRACT DRAWINGS, SHOP DRAWINGS AND DESCRIPTIONS, THE REASON FOR THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR, WHICH WILL BE TRANSMITTED TO THE DESIGN TEAM - TO BE APPROVED BY THE ARCHITECT/ENGINEER.
C. EXCEPTIONS AND INCONSISTENCIES IN PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE BIDS ARE SUBMITTED; OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY AND ALL CHANGES AND ADDITIONS THAT MAY BE NECESSARY TO ACCOMMODATE HIS PARTICULAR APPARATUS.
D. THE CONTRACTOR SHALL LAY OUT HIS WORK MAINTAINING ALL LINES, GRADES AND DIMENSIONS ACCORDING TO THESE DRAWINGS WITH DUE CONSIDERATION FOR OTHER TRADES AND VERIFY ALL DIMENSIONS AT THE SITE PRIOR TO ANY FABRICATION OR INSTALLATION. SHOULD THE LAYOUT BE IMPRACTICAL, THE GENERAL CONTRACTOR SHALL BE NOTIFIED BEFORE ANY INSTALLATION OR FABRICATION, AND THE EXISTING CONDITIONS SHALL BE INVESTIGATED AND PROPER CHANGES EFFECTED WITHOUT ANY ADDITIONAL COST.
E. TITLES OF SECTIONS AND PARAGRAPHS IN THESE SPECIFICATIONS ARE INTRODUCED MERELY FOR CONVENIENCE AND ARE NOT TO BE CONSTRUED AS A CORRECT OR COMPLETE SEGREGATION TO TABULATION OF THE VARIOUS UNITS OF MATERIAL AND/OR WORK. THE ARCHITECT/ENGINEER DOES NOT ASSUME ANY RESPONSIBILITY, EITHER DIRECT OR IMPLIED, FOR OMISSIONS OR DUPLICATIONS BY THE CONTRACTOR DUE TO REAL OR ALLEGED ERROR IN THE ARRANGEMENT OF MATTER IN THE CONTRACT DOCUMENTS.
1.1.12 ARCHITECT'S APPROVAL
A. IN ANY STATEMENT UNDER THIS CONTRACT WHERE "APPROVAL" IS REQUIRED OR REQUESTED, IT IS UNDERSTOOD THAT SUCH APPROVAL MUST BE OBTAINED FROM THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH THE PROPOSAL, AND AN ADEQUATE NUMBER OF COPIES OF ANY SUCH PROPOSAL SHALL BE SUBMITTED TO THE ARCHITECT.

PLUMBING SYMBOLS AND ABBREVIATIONS NOTE: ALL SYMBOLS AND ABBREVIATIONS SHOWN ARE NOT NECESSARILY USED ON THE DRAWINGS

GENERAL NOTES

1. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL NATURAL GAS UTILITY COMPANY TO EXTEND NATURAL GAS SERVICE TO LOCATION INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL PAY ALL FEES AND COSTS ASSOCIATED/REQUIRED BY THE LOCAL GAS UTILITY COMPANY FOR THE EXTENSION OF THE GAS SERVICE. THE CONTRACTOR SHALL PROVIDE ALL PIPING, VALVES, ETC THAT ARE NOT PROVIDED BY THE LOCAL GAS UTILITY COMPANY AND THAT ARE REQUIRED FOR CONNECTION OF THE GAS METER AND REGULATOR(S) FOR A COMPLETE OPERATIONAL SYSTEM. THE CONTRACTOR SHALL VERIFY THE NATURAL GAS PRESSURE PROVIDED BY THE NATURAL GAS UTILITY COMPANY AND PROVIDE ADDITIONAL REGULATORS AS REQUIRED BY THE GAS FIRED EQUIPMENT INSTALLED.

PLUMBING SPECIFICATIONS

GAS PIPING SYSTEMS

1. GAS PIPING ABOVE GROUND SHALL BE STEEL PIPE ASTM A 53; TYPE E OR S; GRADE B; SCHEDULE 40; BLACK WITH MALLEABLE-IRON THREADED FITTINGS: ASME B16.3, CLASS 150, STANDARD PATTERN, WITH THREADED ENDS ACCORDING TO ASME B1.20.1. PROVIDE PRIMER PAINT WITH RUST INHIBITOR ON ALL GAS PIPING DURING CONSTRUCTION TO PREVENT RUST AND PROVIDE A FINAL FINISHING PAINT WITH COLOR OF GRAY.

2. GAS STOPS: BRONZE BODY WITH AGA STAMP, PLUG TYPE WITH BRONZE PLUG AND FLAT OR SQUARE HEAD, BALL TYPE WITH CHROME-PLATED BRASS BALL AND LEVER HANDLE.

3. EXPANSION OF PIPING:

A. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL DEVICES REQUIRED TO PERMIT THE EXPANSION AND CONTRACTION OF ALL PIPE WORK INSTALLED. THE SHALL EMPLOY EXPANSION JOINTS AS REQUIRED OR WHERE DIRECTED.

B. SHOULD THE INSTALLATION OF MECHANICAL EXPANSION JOINTS BE INDICATED, JOINTS 1-1/2" AND SMALLER SHALL BE FULTON SYLPHON NO. 111 PACKLESS EXPANSION JOINTS. JOINTS ON 2" AND LARGER LINES SHALL BE ADSCO, FLEXONES OR TUBE TURN, BELLOW TYPE EXPANSION JOINTS WITH THE PROPER NUMBER OF BELLOW SECTIONS OF STAINLESS STEEL.

C. ANCHOR ALL LINES HAVING EXPANSION JOINTS SO THAT EXPANSION AND CONTRACTION EFFECT IS EQUALLY DISTRIBUTED. THE LINES HAVING EXPANSION JOINTS SHALL BE ACCURATELY GUIDED ON BOTH SIDES OF EACH JOINT. THESE GUIDES SHALL CONSIST OF SADDLES AND "E" CLAMPS PROPERLY ARRANGED AND SUPPORTED. SUBMIT COMPLETE DETAILS FOR APPROVAL.

D. IN INSTALLING EXPANSION MEMBERS, EXERCISE CARE TO PRESERVE PROPER PITCH ON LINES, FURNISH AND INSTALL ALL SPECIAL FITTINGS, CONNECTORS, ETC. AS REQUIRED.

EXECUTION OF PLUMBING SYSTEMS

1. THE CONTRACTOR SHALL FURNISH ALL PIPE SUPPORTS REQUIRED FOR EQUIPMENT AND MATERIALS. ALL HORIZONTAL RUNS OF PIPING SHALL BE SUPPORTED BY CLEVIS HANGERS, SPACED AS FOLLOWS:

A. COPPER PIPE: NPS 3/4 AND SMALLER: 60 INCHES WITH 3/8-INCH ROD.
 B. COPPER PIPE: NPS 1 AND NPS 1-1/4: 72 INCHES WITH 3/8-INCH ROD.
 C. COPPER PIPE: NPS 1-1/2 AND NPS 2: 96 INCHES WITH 3/8-INCH ROD.
 D. CAST IRON SOIL PIPE: NPS 4 AND SMALLER: 60 INCHES WITH 5/8-INCH ROD.
 E. CAST IRON SOIL PIPING: AT EACH JOINT.
 F. ADDITIONAL SUPPORTS SHALL BE PROVIDED WHERE REQUIRED TO PREVENT SAGGING. HANGERS FOR COPPER PIPE SHALL HAVE NYLON INSULATED BUSHINGS OR PIPE SHALL BE WRAPPED WITH 15# FELT.

2. PURGE NEW PIPING AND PARTS OF EXISTING DOMESTIC WATER PIPING THAT HAVE BEEN ALTERED, EXTENDED, OR REPAIRED BEFORE USING. USE PURGING AND DISINFECTING PROCEDURES PRESCRIBED BY AUTHORITIES HAVING JURISDICTION OR, IF METHODS ARE NOT PRESCRIBED, USE PROCEDURES DESCRIBED IN EITHER AWWA C661 OR AWWA C652

3. TEST SANITARY DRAINAGE AND VENT PIPING ACCORDING TO PROCEDURES OF AUTHORITIES HAVING JURISDICTION.

4. TEST, INSPECT, AND PURGE NATURAL GAS PIPING ACCORDING TO NFPA 54 AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.

5. EACH PLUMBING VENT AND/OR SOIL STACK PROJECTING ABOVE THE ROOF SHALL BE FLASHED WITH STANDARD MANUFACTURED FLASHINGS. FLASHINGS SHALL BE SHEET METAL WITH RUBBER GASKETS. FLASHINGS SHALL EXTEND INTO ROOFING A MINIMUM OF 12" OR DISTANCE SPECIFIED BY LOCAL CODE. PAINT VENT PIPING EXPOSED ON ROOF BLACK OR AS DIRECTED BY THE ARCHITECT.

6. ALL FIXTURES SHALL BE COMPLETE WITH ALL NECESSARY TRIM AND APPURTENANCES. ALL EXPOSED METAL PARTS SHALL BE CHROME-PLATED BRASS.

NATURAL GAS UTILIZATION SCHEDULE

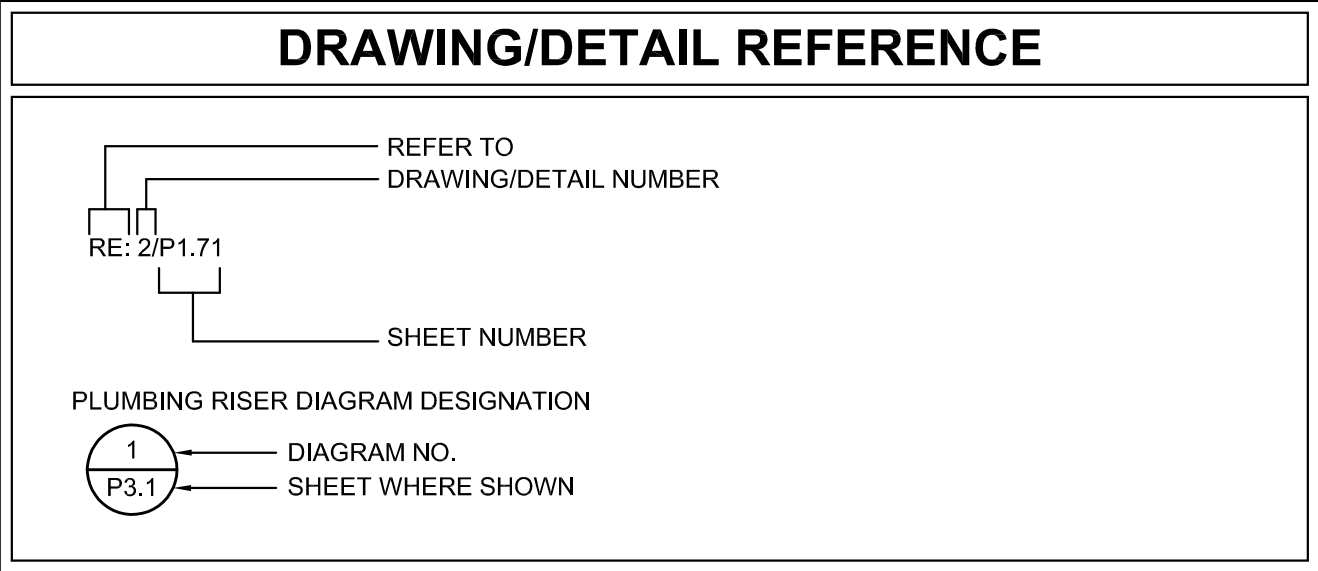
MARK	DESCRIPTION	MINIMUM GAS-PRESSURE AT INLET OF EQUIPMENT	GAS INPUT (MBH)
UH-1	GAS-FIRED RADIANT TUBE HEATER	LESS THAN 1 PSIG	75
UH-2	GAS-FIRED RADIANT TUBE HEATER	LESS THAN 1 PSIG	75
UH-3	GAS-FIRED RADIANT TUBE HEATER	LESS THAN 1 PSIG	75
TOTAL			225 MBH

ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	L	LENGTH
AFF	ABOVE FINISHED FLOOR	LB	POUNDS
AHU	AIR HANDLING UNIT	LRA	LOCKED ROTOR AMPS
APPROX	APPROXIMATE	MAX	MAXIMUM
BD	BUILDING DRAIN (BELOW FLOOR)	MCA	MINIMUM CIRCUIT AMPACITY
B.F.G.	BELOW FINISHED GRADE	MIN	MINIMUM
BS	BUILDING SEWER (OUTSIDE OF BLDG)	MSB	MOP SINK BASIN
CU	COPPER, CONDENSING UNIT	N/A	NOT APPLICABLE
CW	DOMESTIC COLD WATER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
D	EQUIPMENT DRAIN	N/O, N/C	NORMALLY OPEN, NORMALLY CLOSED
DCO	TWO-WAY GRADE CLEANOUT	O/C	ON CENTER
DEG	DEGREES	OFD	ROOF OVERFLOW DRAIN
DSN	DOWNSPOUT NOZZLE	PCO	PLUG CLEANOUT
(E)	EXISTING	PH	PHASE
EQUIP	EQUIPMENT	PROVIDE	FURNISH AND INSTALL
EWC	ELECTRIC WATER COOLER	PSI	POUNDS PER SQUARE INCH
*F	DEGREES FAHRENHEIT	RD	ROOF DRAIN
FCO	FLOOR CLEANOUT	RE:	REFERENCE, REFER
FCU	FAN COIL UNIT	RLA	RUNNING LOAD AMPS
FD	FLOOR DRAIN	RM	ROOM
FS	FLOOR SINK	RBPFP	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER
FT.	FOOT, FEET	RPZ	REDUCED PRESSURE ZONE SINK
PVC	FIRE VALVE CABINET	S	SINK
G	NATURAL GAS	SD	STORM DRAIN (BELOW FLOOR)
GCO	GRADE CLEANOUT	ST	STORM WATER (ABOVE CEILING)
GWH	NATURAL GAS WATER HEATER	SSD	SUBSURFACE DRAIN
H	HEIGHT	THRU	THROUGH
HB	HOSE BIBB	TP	TRAP PRIMER
HP	HORSEPOWER	TYP	TYPICAL
HW	DOMESTIC HOT WATER	U	URINAL
HWC	DOMESTIC HOT WATER CIRCULATION LOOP	UL	UNDERWRITERS LABORATORIES, INC.
HWTM	HOT WATER TEMPERATURE MAINTENANCE CABLE	V	SANITARY VENT
HZ	HERTZ	VTR	SANITARY VENT THRU ROOF
IE	INVERT ELEVATION	W	SANITARY WASTE (ABOVE FLOOR)
IN.	INCH, INCHES	WC	WATER CLOSET
J-BOX	JUNCTION BOX	WCO	WALL CLEANOUT
KW	KILOWATT	W/	WITH
		W/O	WITHOUT

LINE TYPES

SYMBOL	DESCRIPTION
	NATURAL GAS



MISCELLANEOUS

DRAWING NOTE REFERENCE (I.E., NOTES BY SYMBOL)

CONNECTION INTO EXISTING

VALVES AND FITTINGS

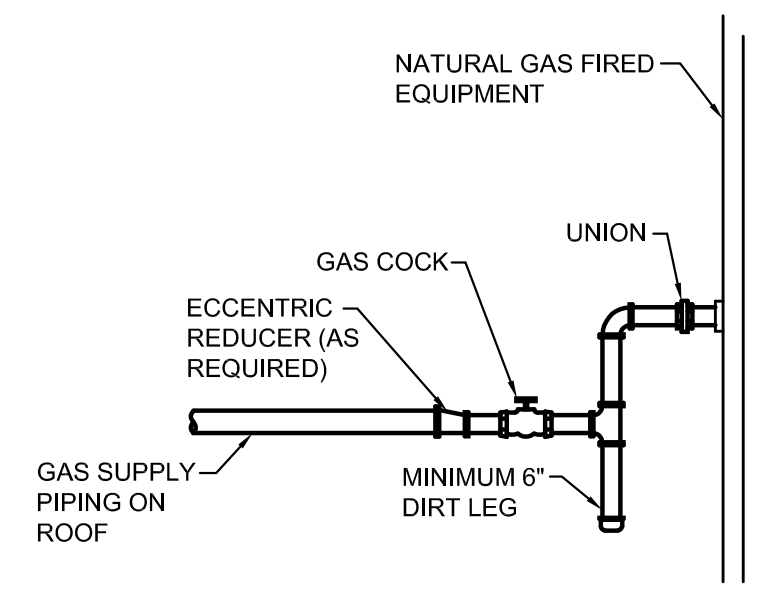
SYMBOL	DESCRIPTION
	SHUT-OFF / ISOLATION VALVE
	BALL VALVE
	BUTTERFLY VALVE
	GLOBE VALVE
	PLUG VALVE / GAS COCK
	CHECK VALVE
	STRAINER
	CALIBRATED BALANCING VALVE
	GAS PRESSURE REGULATOR
	FLOW SWITCH
	UNION (DIELECTRIC)
	VALVE IN RISER
	END RISE (90° ELL)
	END DROP (90° ELL)
	RISE OR DROP
	TEE OUT OF TOP OF PIPE
	TEE OUT OF BOTTOM OF PIPE
	CAP ON END OF PIPE
	WALL CLEANOUT
	PLUG CLEANOUT
	TWO WAY CLEANOUT
	GRADE CLEANOUT
	NON-FREEZE WALL HYDRANT OR HOSE BIBB
	FLOOR DRAIN
	FLOOR CLEANOUT
	SHUT-OFF / ISOLATION VALVE
	OS&Y GATE VALVE

BASIS OF PLUMBING DESIGN

PRIMARY CODES:
 FUEL GAS: 2015 INTERNATIONAL FUEL GAS CODE (WITH CITY AMENDMENTS).

PROJECT DESIGN VALUES:

NATURAL GAS SYSTEM(S):
 FINAL GAS REGULATOR DISCHARGE GAS PRESSURE 6-OUNCE
 TOTAL NATURAL GAS DEMAND: 225 MBH (LONGEST DEVELOPED LENGTH OF PIPE = 90')
 PIPE SIZES ON PLAN BASED ON THE FOLLOWING TABLES FOR SCHEDULE 40 METALLIC PIPE (2015 IFGC):
 LESS THAN 2-PSIG (MAX LOSS OF 0.3 IN WC) - TABLE 402.4(1)



TYPICAL NATURAL GAS CONNECTION DETAIL
 NO SCALE

1352.8.22.2018.18116

Summit
 CONSULTANTS, INC.
 Texas BPE Registration # F-207
 1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240
 4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com

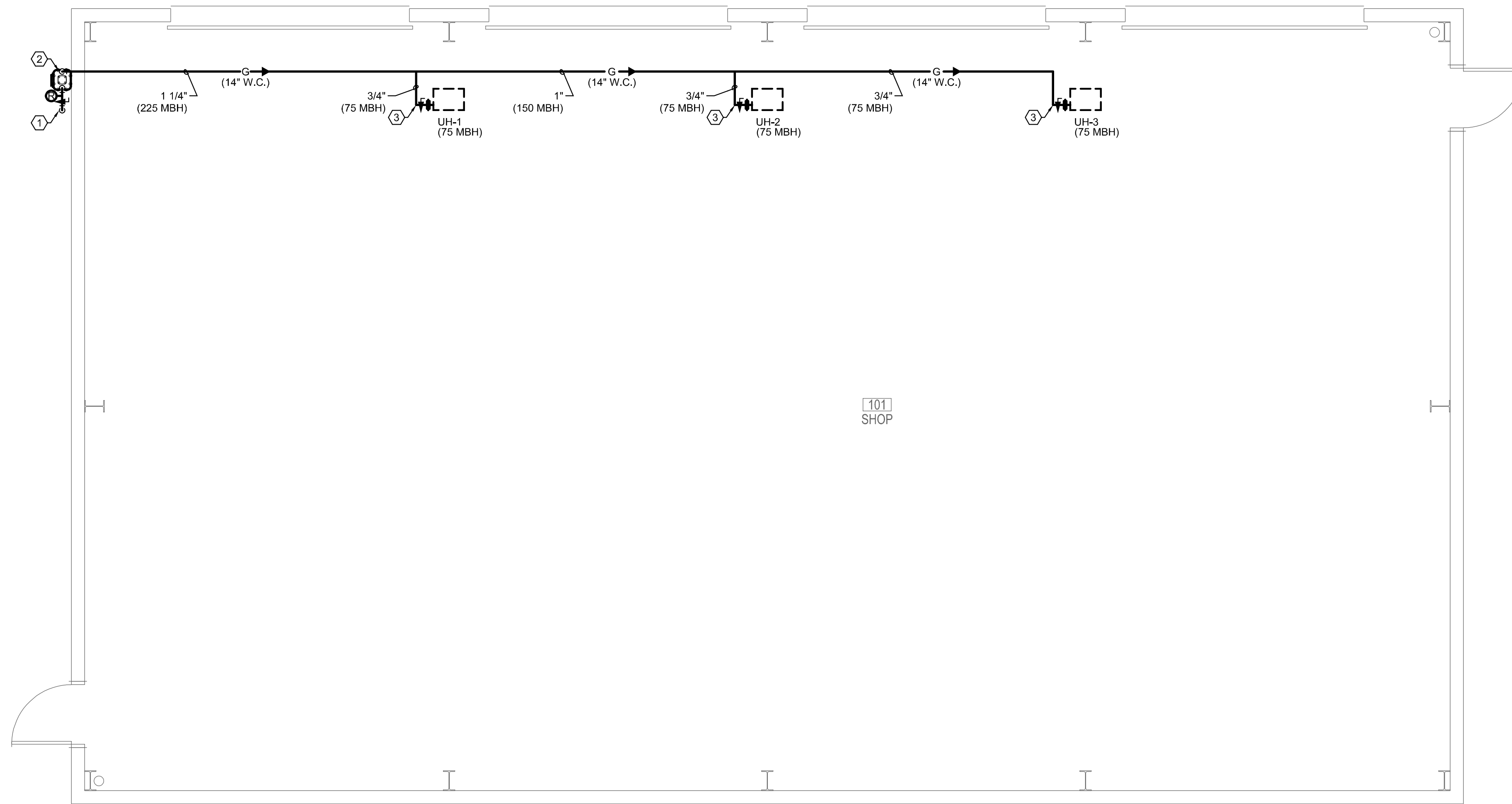
ISSUES

NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	06.20.2018
95%	SUBMITTAL	07.10.2018
IFC		07.27.2018

MULTITECH
 ARCHITECTS & ENGINEERS
 1351 Regency Blvd, Suite 400
 Fort Worth, Texas 76107

PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
PLUMBING NOTES AND LEGENDS

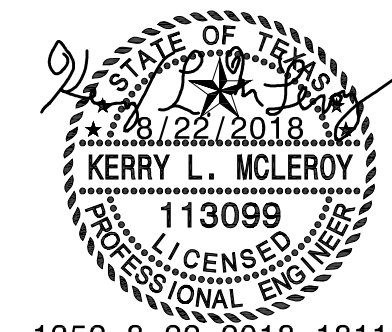
PROJECT #: 18116
 ISSUE DATE: 07.27.2018
 SHEET NUMBER:
P0.1



NOTES BY SYMBOL "Ⓝ"	
①	COORDINATE WITH LOCAL NATURAL GAS UTILITY TO EXTEND SERVICE TO THE SITE. REGULATE AS REQUIRED FROM POUNDS TO OUNCES AT NEW NATURAL GAS METER.
②	1 1/4" NATURAL GAS PIPING @ 225 MBH UP TO CEILING LEVEL.
③	TYPICAL NATURAL GAS CONNECTION, REFER DETAIL 1/P0.1.

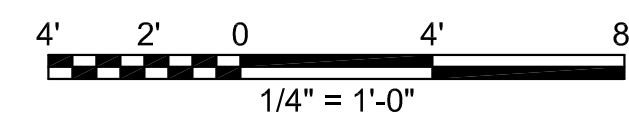


1 GROUND FLOOR PLUMBING PLAN
 SCALE: 1/4" = 1'-0"



1352.8.22.2018.18116

Summit
 CONSULTANTS, INC.
 Texas BPE Registration # F-207
 1300 Summit Avenue Suite 500 Fort Worth, Texas 76102 Office 817 878 4242 Facsimile 817 878 4240
 4144 N. Central Expwy Suite 635 Dallas, Texas 75204 Office 214 420 9111 www.summitmep.com



ISSUES		
NO.	DESCRIPTION	DATE
	15% SUBMITTAL	05.30.2018
	65% SUBMITTAL	07.10.2018
	IFC	08.24.2018

MULTATECH
 ARCHITECTS - ENGINEERS
 2821 Wilshire Street Suite 400
 Fort Worth, Texas 76107

**PUBLIC WORKS DEPARTMENT
 NEW STORAGE BUILDING**
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
 GROUND FLOOR
 PLUMBING PLAN

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:
P2.1

ELECTRICAL LEGEND	
	CEILING LED CAN LIGHT FIXTURE
	LED 2X4 FIXTURE
	LED 4FT STRIP LIGHT FIXTURE
	DIGITAL LIGHTING SWITCH
	EXISTING 2' X 2' PARABOLIC FLUORESCENT TROFFER WITH EMERGENCY POWER BACK-UP TO REMAIN, "NL" DENOTES NIGHT LIGHT
	EMERGENCY LIGHT UNIT
	EXIT SIGN (ARROWS & MOUNTING AS INDICATED)
	JUNCTION BOX
	SINGLE POLE SWITCH
	DUPLEX RECEPTACLE
	QUADRAPLEX RECEPTACLE
	SPECIAL PURPOSE RECEPTACLE, NEMA TYPE
	FLOOR OUTLET (W/ DUPLEX RECEPTACLE, U.N.O.)
	FLOOR OUTLET (W/ QUAD RECEPT & TELEPHONE/DATA OUTLET)
	MOTOR CONNECTION (NUMBER INDICATES H.P.)
	DISCONNECT SWITCH
	WALL MOUNTED, LINE VOLTAGE, OCCUPANCY SENSORS & SWITCH.
	CEILING MOUNTED OCCUPANCY SENSOR, AUTO ON-OFF OPERATION. KEEP 6" MINIMUM SEPARATION FROM AIR REGISTERS. WATTSTOPPER #LMDC-100
	SINGLE PHASE MANUAL MOTOR STARTER
	EXISTING SINGLE POLE SWITCH TO REMAIN
	VOICE OUTLET, WALL MOUNTED
	FLOOR VOICE OUTLET
	DATA OUTLET (2 DATA JACKS)
	VOICE/DATA OUTLET (4 OUTLETS TOTAL, 2 DATA, 1 VOICE, 1 BLANK)
	CABLE TV OUTLET
	DRY TYPE TRANSFORMER
	CARD READER
	PANELBOARD 120/208V
	PANELBOARD 277/480V
	DISTRIBUTION PANEL
	GROUND

NOTES:
ALL SYMBOLS MAY NOT BE USED.

GENERAL POWER NOTES:	
1.	FOR EXACT LOCATION AND MOUNTING HEIGHTS OF ALL POWER, TELEPHONE AND DATA OUTLETS SEE ARCHITECTURAL DRAWINGS.
3.	MAINTAIN CONTINUITY IN ALL EXISTING CIRCUITRY TO REMAIN WHICH IS AFFECTED BY THE SCOPE OF WORK. CONTRACTOR TO FURNISH AND INSTALL ALL NECESSARY WIRES, CONDUITS AND JUNCTION BOXES REQUIRED TO KEEP CONTINUITY FOR EXISTING DEVICES AND CONTRACTOR SHALL FURNISH AND INSTALL ALL REQUIRED CONDUITS, WIRES, AND BOXES TO ENERGIZE NEW EQUIPMENT INDICATED.
4.	ALL BRANCH WIRING SHALL BE CONCEALED IN WALLS AND ABOVE HUNG CEILING, U.O.N. WHERE THERE IS NO HUNG CEILING CONDUIT SHALL BE RUN IN A NEAT AND ORDERLY MANNER PARALLEL AND PERPENDICULAR TO HVAC DUCTWORK AND FIRE PROTECTION SPRINKLER PIPING. NO FLEXIBLE CONDUIT IS PERMITTED IN AREAS WERE IT WILL BE EXPOSED.
5.	COORDINATE WITH OTHER TRADES AND FIELD CONDITIONS FOR CONDUITS ROUTING ELECTRICAL CONNECTIONS TO OTHER TRADES EQUIPMENT.
6.	THE ELECTRICAL CONTRACTOR SHALL PATCH, PAINT, AND RESTORE EXISTING CEILINGS, SOFFITS, WALLS, AND OTHER FINISHES THAT WERE DISTURBED AND/OR DAMAGED DUE TO THEIR WORK.
7.	FURNISH AND INSTALL BRACING AS NECESSARY FOR TELECOMMUNICATION CONDUITS & PULL BOXES.
8.	ALL RECEPTACLE OUTLETS SHALL BE LABELED WITH CIRCUIT NUMBER AND PANEL DESIGNATION USING P-TOUCH TYPE LABEL.
9.	ABOVE FLOOR HEIGHTS FOR ALL POWER AND DATA OUTLETS SHALL BE CONFIRMED BY ARCHITECT PRIOR TO CONSTRUCTION.

GENERAL NOTES:	
1.	MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE ADOPTED BY THE AUTHORITY HAVING JURISDICTION AND WITH LOCAL REQUIREMENTS.
2.	POWER AND LIGHTING CIRCUITS SHALL BE IN CONDUIT. PROVIDE A MINIMUM OF ONE EQUIPMENT GROUNDING CONDUCTOR FOR EACH CONDUIT.
3.	PROVIDE A DEDICATED NEUTRAL FOR EACH SINGLE POLE CIRCUIT.
4.	CIRCUITS ARE SHOWN SCHEMATICALLY, FINAL ROUTING DECISIONS ARE BY THE CONTRACTOR.
5.	MINIMUM CONDUIT SIZE FOR POWER CIRCUITS IS 3/4". 1" CONDUIT FOR VOICE, DATA, CABLE TV.
6.	LEAVE PULL STRING IN EMPTY CONDUITS. PLUG OR CAP ENDS OF EMPTY CONDUITS.
7.	THE MINIMUM CONDUCTOR SIZE IS #12 AWG FOR POWER AND LIGHTING CIRCUITS.
8.	USE 10 AWG CONDUCTORS FOR 20 AMP, 120 VOLT BRANCH CIRCUITS LONGER THAN 75 FEET.
9.	USE 10 AWG CONDUCTORS FOR 20 AMP, 277 VOLT BRANCH CIRCUITS LONGER THAN 200 FEET.
10.	PROVIDE EACH BRANCH AND FEEDER CIRCUIT WITH A GROUND CONDUCTOR, SIZED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NFPA 70) WHERE A CONDUIT CONTAINS MULTIPLE BRANCH CIRCUITS, PROVIDE A SINGLE GROUND CONDUCTOR UNLESS OTHERWISE NOTED.
11.	THERE SHALL BE NO SPLICES OF WIRES INSIDE PANELBOARD OR DISCONNECT SWITCHES. ONLY ONE WIRE SHALL BE TERMINATED TO ANY SINGLE LUG ON A CIRCUIT BREAKER.
12.	WHERE PENETRATIONS ARE MADE THROUGH A REQUIRED FIRE-RESISTIVE WALL, FLOOR, OR PARTITION FOR THE PURPOSE OF RUNNING RACEWAY CARRYING ELECTRICAL, TELEPHONE, TELEVISION, OR LOCAL COMMUNICATION AND/OR SIGNALING CIRCUITS, THE OPENING AROUND THE RACEWAY SHALL BE FIRE STOPPED. COORDINATION WITH THE GENERAL CONTRACTOR SHALL BE MAINTAINED TO ENSURE THAT THIS FIRE STOPPING IS ACCOMPLISHED. USE APPROVED ASSEMBLIES SUCH AS THE FOLLOWING: CONDUIT PENETRATIONS OF 1 & 2 HOUR GYP BOARD WALLS - U.L.#WL1001, CONDUIT PENETRATIONS OF 1 & 2 HOUR CONCRETE OR BLOCK WALLS - U.L.#CAJ1001, CONDUIT PENETRATIONS OF 1 & 2 HOUR CONCRETE FLOORS - U.L.#CAJ1001.
13.	ARRANGE FOR ALL INSPECTIONS WHEN THEY BECOME DUE, AND SHALL NOT COVER ANY WORK UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION (AHJ).
14.	CLEARLY MARK ALL JUNCTION BOXES COVERS TOP INDICATE THE CIRCUITS WITHIN THE JUNCTION BOX.
15.	COORDINATE PHASING OF WORK AND ELECTRICAL POWER SHUT-DOWN(S) WITH OWNER.
16.	DO NOT PLACE OUTLET BOXES AT OPPOSITE SIDE OF PARTITIONS OR WALLS BACK TO BACK.
17.	VERIFY, COORDINATE AND MAKE PROVISION FOR OWNER FURNISHED ITEMS AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO DELIVERY, STORING, INSTALLATION, FINAL HOOK-UP, AND TESTING.
18.	AT THE COMPLETION OF WORK, PROVIDE UPDATED COMPLETE, ACCURATE, TYPED PANELBOARD DIRECTORIES AT EXISTING MODIFIED ELECTRICAL PANELS.
19.	VERIFY CAPACITY OF PANEL FOR NET ADDITION OF LOADS PRIOR TO ROUGH-IN.
20.	PROVIDE NEW CIRCUIT WIRING IN CONDUIT TO MATCH EXISTING WIRING METHODS. FIELD VERIFY EXACT REQUIREMENTS.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.
ONE INCH

ISSUES		
NO.	DESCRIPTION	DATE
	15% SUBMITTAL	05.30.2018
	65% SUBMITTAL	07.10.2018
	IFC	08.24.2018



**PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING**
1200 N CORINTH ST
CORINTH, TEXAS 76208
**ELECTRICAL GENERAL NOTES &
SYMBOLS**

PROJECT #: 17142.00
ISSUE DATE: 08.24.2018
SHEET NUMBER:
E0.00

PART 1-GENERAL

1.1 SUMMARY

- A. ELECTRICAL SYSTEMS REQUIRED FOR THIS JOB INCLUDES LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE INSTALLATION OF ELECTRICAL WORK SHOWN ON DRAWINGS, SPECIFIED HEREIN OR REQUIRED FOR A COMPLETE OPERABLE FACILITY AND NOT SPECIFICALLY DESCRIBED IN OTHER SECTIONS OF THESE SPECIFICATIONS, AMONG THE ITEMS REQUIRED ARE:
- SERVICE AND DISTRIBUTION EQUIPMENT SHOWN ON DRAWINGS.
 - FEEDERS TO DISTRIBUTION PANELS, HEATING-VENTILATING AND AIR CONDITIONING (HVAC) EQUIPMENT, TENANT PROVIDED EQUIPMENT AND OTHER EQUIPMENT AS DETAILED.
 - BRANCH CIRCUIT WIRING FROM THE DISTRIBUTION PANELS FOR LIGHTING, RECEPTACLES, SIGNAL SYSTEMS AND OTHER DETAILED CIRCUIT WIRING.
 - LUMINAIRES CONTROL SWITCHES, RECEPTACLES, RELAYS, SUPPORTS AND OTHER ACCESSORY ITEMS.
- B. FEES:
- OBTAIN AND PAY FOR ELECTRICAL PERMITS, PLAN REVIEW, AND INSPECTIONS FROM LOCAL AUTHORITIES HAVING JURISDICTION (AHJS).
- C. CODES AND STANDARDS
- DESIGN SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FOLLOWING CODES, AND THE EDITIONS, REVISIONS, AMENDMENTS, OR SUPPLEMENTS OF APPLICABLE STATUTES, ORDINANCES, CODES OR REGULATIONS OF FEDERAL, STATE, AND LOCAL AUTHORITIES HAVING JURISDICTION (AHJ).
 - NFPA 70, NATIONAL ELECTRICAL CODE LATEST EDITION ADOPTED BY THE AHJ.
 - ANSI C2, NATIONAL ELECTRICAL SAFETY CODE.
 - NFPA 101, LIFE SAFETY CODE.
 - IECC.
- D. CALCULATIONS AND SUPPORTING DATA:
- EACH DESIGN SHALL BE SUPPORTED BY THE FOLLOWING CALCULATIONS AND DATA AND BE MADE AVAILABLE IN WRITTEN FORM TO THE OWNER UPON REQUEST.
 - SHORT CIRCUIT AND VOLTAGE DROP CALCULATIONS.
 - LOAD ANALYSIS TO SUPPORT SELECTION OF EQUIPMENT AND CONDUCTORS.
 - SIZE FEEDERS AND BRANCH CIRCUITS TO LIMIT VOLTAGE DROP TO 3%, GENERALLY APPOINTED AS FOLLOWS: BUILDING SERVICE, 1%; FEEDERS, 1%; BRANCH CIRCUITS, 3%. ALSO FOLLOW VOLTAGE DROP REQUIREMENTS PRESCRIBED IN ENERGY CODES.

1.2 DEFINITIONS

- A. PROVIDE TO FURNISH AND INSTALL, COMPLETE AND READY FOR THE INTENDED USE.
- B. FURNISH SUPPLY AND DELIVER TO THE PROJECT SITE, READY FOR UNPACKING, ASSEMBLY AND INSTALLATION.
- C. INSTALL: INCLUDES UNLOADING, UNPACKING, ASSEMBLING, ERECTING, INSTALLATION, APPLYING, FINISHING, PROTECTING, CLEANING AND SIMILAR OPERATIONS AT THE PROJECT SITE AS REQUIRED TO COMPLETE ITEMS OF WORK.

1.3 SUBMITTALS

- A. OPERATIONS AND MAINTENANCE DOCUMENTATION: PROVIDE COPIES OF CERTIFICATES OF CODE AUTHORITY ACCEPTANCE, TEST DATA, PRODUCT DATA, GUARANTEES, WARRANTIES, AND THE LIKE.
- B. SHOP DRAWINGS: PROVIDE SHOP DRAWINGS WHICH INCLUDE PHYSICAL CHARACTERISTICS, ELECTRICAL CHARACTERISTICS, DEVICE LAYOUT PLANS, WIRING DIAGRAMS, AND THE LIKE.
- C. RECORD DRAWINGS: SHOW CHANGES AND DEVIATIONS FROM THE DRAWINGS, INCLUDE WRITTEN ADDENDUM AND CHANGE ORDER ITEMS, MAKE CHANGES TO DRAWINGS IN A NEAT, CLEAN, AND LEGIBLE MANNER.

1.4 QUALITY ASSURANCE

- A. CONFIRM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), LATEST ADOPTED VERSION WITH AMENDMENTS BY LOCAL AHJS.
- B. CONFORM TO LATEST VERSION OF THE INTERNATIONAL BUILDING CODE (IBC) WITH AMENDMENTS BY LOCAL AHJS.
- C. FURNISH PRODUCTS LISTED BY UNDERWRITERS' LABORATORIES, INC. (UL) OR OTHER TESTING FIRM ACCEPTABLE TO AHJS.
- D. CONFIRM TO REQUIREMENTS OF THE SERVING ELECTRIC, AND TELEPHONE UTILITIES.

1.5 SEQUENCING AND SCHEDULING

- A. FOR THE PROPER EXECUTION OF THE WORK COOPERATE WITH OTHER CRAFTS AND CONTRACTS AS NEEDED.
- B. TO AVOID INSTALLATION CONFLICTS, THOROUGHLY EXAMINE THE COMPLETE SET OF CONTRACT DOCUMENTS, RESOLVE CONFLICT PRIOR TO INSTALLATION.
- C. PRIOR TO INSTALLATION OF FEEDERS TO EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS, EXAMINE THE MANUFACTURER'S SHOP DRAWINGS, WIRING DIAGRAMS, PRODUCT DATA, AND INSTALLATION INSTRUCTIONS, VERIFY THAT THE ELECTRICAL CHARACTERISTICS DETAILED IN THE CONTRACT DOCUMENTS ARE CONSISTENT WITH THE ELECTRICAL CHARACTERISTICS OF THE ACTUAL EQUIPMENT BEING INSTALLED.

1.6 WARRANTY

- A. ONE YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE.

PART 2-PRODUCTS

2.1 MATERIALS

- A. PROVIDE NEW ELECTRICAL MATERIALS OF THE TYPE AND QUALITY DETAILED, LISTED BY UL, BEARING THEIR LABEL WHENEVER STANDARDS HAVE BEEN ESTABLISHED, INDICATE BRAND NAMES AND CATALOG NUMBERS ARE USED TO ESTABLISH STANDARDS OR PERFORMANCE AND QUALITY, THE DESCRIPTION OF MATERIALS LISTED HEREIN GOVERNS IN THE EVENT THAT CATALOG NUMBERS DO NOT CORRESPOND TO MATERIALS DESCRIBED HEREIN.
- B. INCLUDE SPECIAL FEATURES, FINISHES, ACCESSORIES, AND OTHER REQUIREMENTS AS DESCRIBED IN THE CONTRACT DOCUMENTS REGARDLESS OF THE ITEM'S LISTED CATALOG NUMBER.
- C. PROVIDE INCIDENTALS NOT SPECIFICALLY MENTIONED HEREIN OR NOTED ON DRAWINGS, BUT NEEDED TO COMPLETE THE SYSTEM OR SYSTEMS, IN A SAFE AND SATISFACTORY WORKING CONDITION.
- D. FIRESTOPPING FOAM SEALANT: FOAM SEALANT FOR USE AROUND CONDUIT PENETRATIONS TO PREVENT PASSAGE OF SMOKE, FIRE, TOXIC GAS OR WATER, MAINTAIN SEAL BEFORE, DURING AND AFTER FIRE IN AND AROUND CONDUIT FOR THERMAL BARRIER BETWEEN HEATED AND UNHEATED SPACES, CHASE TECHNOLOGY CORPORATION CTC PR-855, FIRE FOAM, THOMAS & BETTS.

2.2 RACEWAYS

- A. RIGID STEEL CONDUIT: ANSI C80.1.
- B. ALUMINUM RIGID CONDUIT: ANSI C80.5, (SPECIAL APPLICATIONS)
- C. IMC: ANSI C80.6
- D. PLASTIC-COATED STEEL CONDUIT AND FITTINGS: NEMA RN1.
- E. PLASTIC-COATED IMC AND FITTINGS: NEMA RN 1.
- F. EMT AND FITTINGS: ANSI C80.3.
- G. FITTINGS: COMPRESSION TYPE.
- H. FMC: ZINC-COATED STEEL.
- I. LFMC: FLEXIBLE STEEL CONDUIT WITH PVC JACKET.
- J. FITTINGS: NEMA FN 1; COMPATIBLE WITH CONDUIT MATERIALS.
- K. NON-METALLIC CONDUIT
- L. ENT: NEMA TC 13.
- M. RNC: NEMA TC 2, SCHEDULE 40 AND SCHEDULE 80 PVC.
- N. ENT AND RNC FITTINGS: NEMA TC 3; MATCH TO CONDUIT OR TUBING TYPE AND MATERIAL.

2.3 WIRES AND CABLES

- A. COPPER 600 VOLT RATED THROUGHOUT, ALL WIRING SHALL BE UL-LISTED BUILDING WIRES AND CABLES WITH CONDUCTOR MATERIAL, INSULATED TYPE, CABLE CONSTRUCTION, AND RATING REQUIRED FOR THE INTENDED APPLICATION.
- B. RUBBER INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 3, THERMOPLASTIC INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 5, CROSS-LINKED POLYETHYLENE INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 7 AND ETHYLENE PROPYLENE RUBBER INSULATION MATERIAL SHALL COMPLY WITH NEMA WC 8.
- C. CONDUCTOR MATERIAL: COPPER.
- D. STRANDINGS: SOLID CONDUCTOR FOR NO. 12 AWG AND SMALLER, STRANDED CONDUCTOR FOR NO. 10 AWG AND LARGER.
- E. UL LISTED, FACTORY-FABRICATED WIRING CONNECTORS OF SIZE, AMPACITY RATING, MATERIAL, TYPE, AND CLASS FOR APPLICATION AND SERVICE REQUIRED FOR THE INTENDED APPLICATIONS, INCLUDING SELF-INSULATING WIRE NUTS AND COPPER COMPRESSION CONNECTORS.
- F. 400V/277 V, 3Ø, 4W COLOR CODE: A0-BROWN, B0-ORANGE, C0-YELLOW, GROUNDING-GREY, GROUND-GREEN, 2Ø8V/12ØV, 3Ø, 4W COLOR CODE: A0-BLACK, B0-RED, C0-BLUE, GROUNDED NEUTRAL CONDUCTORS-WHITE, GROUND-GREEN, ISOLATED GROUND (IG)-GREEN WITH YELLOW STRIPE.

2.4 BOXES

- A. LUMINAIRE OUTLET: 4-INCH OCTAGONAL BOX, 1-1/2-INCHES DEEP WITH 3/8-INCH LUMINAIRE STUD IF REQUIRED, PROVIDE RAISED COVERS ON BRACKET OUTLETS AND ON CEILING OUTLETS.
- B. DEVICE OUTLET: MINIMUM 4-INCH SQUARE, MINIMUM 1-1/2-INCHES DEEP, SINGLE OR 2-GANG FLUSH DEVICE RAISED COVERS, RACO SERIES 681 AND 686 OR BOWERS.
- C. MULTIPLE DEVICES: THREE OR MORE DEVICES AT COMMON LOCATION, INSTALL 1-PIECE GANG BOXES WITH 1-PIECE DEVICE COVER, ONE DEVICE PER GANG.
- D. MASONRY BOXES: OUTLETS IN CONCRETE, RACO SERIES 680 OR BOWERS.
- E. JUNCTION AND PULL BOXES: GALVANIZED SHEET STEEL JUNCTION AND PULL BOXES, WITH SCREW-ON COVERS; OF THE TYPE SHAPE AND SIZE TO SUIT EACH RESPECTIVE LOCATION AND INSTALLATION; WITH WELDED SEAMS AND EQUIPPED WITH STEEL NUTS, BOLTS, SCREWS AND WASHERS.

2.5 DISCONNECT SWITCHES

- A. PROVIDE HEAVY-DUTY, QUICK-MAKE, QUICK-BREAK, LOAD INTERRUPTER, DISCONNECT SWITCHES FOR UTILIZATION EQUIPMENT TO MEET NEC REQUIREMENTS AND TO FACILITATE EQUIPMENT MAINTENANCE.
- B. SELECT NON-FUSED DISCONNECT SWITCHES, PROVIDE OVER CURRENT PROTECTION WITH CIRCUIT BREAKER AT THE SOURCE.
- C. FURNISH MECHANICAL AND OTHER UTILIZATION EQUIPMENT WITH FACTORY-PROVIDED DISCONNECT SWITCHES IF AVAILABLE.
- D. IF SPECIAL CONDITIONS REQUIRE FUSIBLE DISCONNECT SWITCHES, PROVIDE DISCONNECT EQUIPPED WITH 600-VOLT, CLASS R, CURRENT LIMITING REJECTION FUSES, WITH CLASS R REFECTION KIT.

2.6 SUPPORTING DEVICES

- A. HANGERS: KINDORF B-905-2A CHANNEL, H-119-D WASHER, C 105 STRAP, 3/8-INCH ROD WITH CEILING FLANGE.
- B. CONDUIT CLAMPS: TWO-HOLE GALVANIZED OR MALLEABLE IRON.

2.7 ELECTRICAL IDENTIFICATION

- A. ENGRAVED LABELS: MELAMINE PLASTIC LAMINATE, WHITE WITH BLACK CORE, 1/16-INCH THICK, MANUFACTURED BY LAMICOID, ENGRAVERS STANDARD LETTER STYLE, MINIMUM 3/16-INCH HIGH LETTERS, DRILL OR PUNCH LABELS FOR MECHANICAL FASTENING EXCEPT WHERE ADHESIVE MOUNTING IS NECESSARY BECAUSE OF SUBSTRATE. USE SELF TAPPING STAINLESS STEEL SCREWS.
- B. CONDUCTOR NUMBERS: MANUFACTURERS STANDARD VINYL-CLOTH SELF-ADHESIVE CABLE AND CONDUCTOR MARKERS OF THE WRAPAROUND TYPE.
- C. BRANCH CIRCUIT SCHEDULES: PROVIDE BRANCH CIRCUIT IDENTIFICATION SCHEDULES, TYPEWRITTEN, CLEARLY FILLED OUT, TO IDENTIFY LOAD CONNECTED TO EACH CIRCUIT AND LOCATION OF LOAD.

2.8 OVERCURRENT PROTECTIVE DEVICES

- A. FUSES: DUAL ELEMENT, TIME DELAY, CURRENT LIMITING, NONRENEWABLE TYPE, REJECTION FEATURE, UL CLASS RK1, 1/10 TO 600 AMP, UL CLASS L, ABOVE 600 AMPS, PROVIDE FUSE PULLERS FOR COMPLETE RANGE OF FUSES, MANUFACTURERS: BUSSMANN, GOULD-SHAWMUT, LITTELFUSE, OR APPROVED EQUAL.
- B. MOLDED CASE CIRCUIT BREAKERS: ONE, TWO OR THREE-POLE BOLT ON, SINGLE HANDLE COMMON TRIP, RATED 15 TO 800 AMP, AS INDICATED ON DRAWINGS, OVERCENTER TOGGLE-TYPE MECHANISM, QUICK-MAKE, QUICK-BREAK ACTION, TRIP INDICATION BY HANDLE POSITION, CALIBRATE FOR OPERATION IN 40°C AMBIENT TEMPERATURE.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. DRAWINGS ARE DIAGRAMMATIC WITH SYMBOLS REPRESENTING ELECTRICAL EQUIPMENT, OUTLETS, LUMINAIRES, AND WIRING, EXAMINE THE ENTIRE SET OF DRAWINGS TO AVOID CONFLICTS WITH OTHER SYSTEMS, DETERMINE EXACT ROUTE AND INSTALLATION OF ELECTRICAL WIRING AND EQUIPMENT WITH CONDITIONS OF CONSTRUCTION.
- B. CLARIFICATION:
- THE DRAWINGS GOVERN IN MATTERS OF QUANTITY, THE SPECIFICATION IN MATTERS OF QUALITY, IN EVENT OF CONFLICT ON DRAWINGS OR IN THE SPECIFICATIONS, THE GREATER QUANTITY AND THE HIGHER QUALITY APPLY.
 - SHOULD THE ELECTRICAL DOCUMENTS INDICATE A CONDITION CONFLICTING WITH THE GOVERNING CODES AND REGULATIONS, REFRAIN FROM INSTALLING THAT PORTION OF THE WORK UNTIL CLARIFIED BY ARCHITECT.

3.2 MOTORS/APPLIANCE/UTILIZATION BRANCH CIRCUIT WIRING

- A. ELECTRICAL CONNECTIONS: CONNECT EQUIPMENT, WHETHER FURNISHED BY OWNER OR OTHER DIVISIONS OF THE CONTRACT, ELECTRICALLY COMPLETE.
- B. CONNECT MOTOR BRANCH CIRCUITS COMPLETE FROM PANEL TO MOTOR AS REQUIRED BY CODE AND MANNER HEREIN DESCRIBED.
- C. APPLIANCE/UTILIZATION EQUIPMENT: PROVIDE APPROPRIATE CABLE AND CORD CAP FOR FINAL CONNECTION UNLESS EQUIPMENT IS PROVIDED WITH SAME, VERIFY SPECIAL PURPOSE OUTLET NEMA CONFIGURATION AND AMPERE RATING WITH EQUIPMENT SUPPLIER PRIOR TO ORDERING DEVICES AND COVERPLATES.

3.3 INSTALLATION

- A. INSTALL ELECTRICAL EQUIPMENT COMPLETE AS DIRECTED BY MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- B. NOISE CONTROL: DO NOT PLACE OUTLET BOXES AT OPPOSITE SIDE OF PARTITIONS OR WALLS BACK TO BACK; DO NOT PLACE CONTACTORS, TRANSFORMERS, STARTERS OR SIMILAR NOISE PRODUCING DEVICES ON WALLS WHICH ARE COMMON TO OCCUPIED SPACES UNLESS SPECIFICALLY CALLED FOR ON DRAWINGS, WHERE SUCH DEVICES MUST BE MOUNTED ON WALLS COMMON TO OCCUPIED SPACES, MOUNT OR ISOLATE IN SUCH A MANNER AS TO EFFECTIVELY PREVENT THE TRANSMISSION OF THEIR INHERENT NOISE TO THE OCCUPIED SPACE.
- C. FIRESTOPPING: COORDINATE WITH THE DRAWINGS THE LOCATION OF FIRE RATED WALLS, CEILING, FLOORS AND THE LIKE, WHEN THESE ASSEMBLIES ARE PENETRATED BY ELECTRICAL EQUIPMENT, SEAL AROUND THE EQUIPMENT WITH APPROVED EQUAL FIRESTOPPING MATERIAL, INSTALL FIRESTOPPING MATERIAL COMPLETE AS DIRECTED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- D. CONDUIT:

- CONCEAL CONDUITS. EXPOSED CONDUITS ARE PERMITTED ONLY IN THE FOLLOWING AREAS: MECHANICAL ROOMS, ELECTRICAL ROOMS OR SPACES WHERE WALLS, CEILING AND FLOORS WILL NOT BE COVERED WITH FINISHED MATERIALS, EXISTING WALLS THAT ARE CONCRETE OR BLOCK CONSTRUCTION AND WHERE SPECIFICALLY NOTED ON THE DRAWINGS.
 - DO NOT INSTALL CONDUITS ON SURFACE OF BUILDING EXTERIOR, ACROSS ROOF, ON TOP OF PARAPET WALLS, OR ACROSS FLOORS.
 - BRANCH CIRCUITS: DO NOT CHANGE THE INTENT OF THE BRANCH CIRCUITS OR CONTROLS WITHOUT APPROVAL. HOMERUNS FOR 20 AMP BRANCH CIRCUITS MAY BE COMBINED TO A MAXIMUM OF SIX CONDUCTORS IN A HOMERUN, APPLY DERATING FACTORS AS REQUIRED BY NEC.
 - CONDUIT TERMINATIONS: PROVIDE CONDUITS SHOWN ON DRAWINGS WHICH TERMINATE WITHOUT BOX, PANEL, CABINET OR CONDUIT FITTING WITH CONDUIT CONNECTOR OR BUSHING.
 - CONDUIT SIZE: MINIMUM TRADE SIZE 1/2-INCH.
 - PROVIDE PULL CORD IN EMPTY CONDUITS.
 - CONDUIT USE LOCATIONS:
 - UNDERGROUND: PVC, SCH 40
 - CAST-IN-PLACE CONCRETE, MASONRY, DAMP LOCATIONS AND SUBJECT DRY PROTECTED; GRC, IMC, EMT
 - SHARP BENDS AND ELBOWS: GRC, EMT USE FACTORY ELBOWS.
 - MOTORS, RECESSED LUMINAIRES AND EQUIPMENT CONNECTIONS SUBJECT TO MOVEMENT OR VIBRATION, USE FLEXIBLE METALLIC CONDUIT.
 - MOTORS AND EQUIPMENT CONNECTIONS SUBJECT TO MOVEMENT OR VIBRATION AND SUBJECTED TO THE FOLLOWING CONDITIONS: EXTERIOR LOCATION, MOIST OR HUMID ATMOSPHERE, WATER SPRAY, OIL OR GREASE USE PVC COATED LIQUID TIGHT FLEXIBLE METALLIC CONDUIT.
- E. WIRES AND CABLES:

- CONDUCTOR INSTALLATION: INSTALL CONDUCTORS WITH CARE TO AVOID DAMAGE TO INSULATION, DO NOT APPLY GREATER TENSION ON CONDUCTORS THAN RECOMMENDED BY MANUFACTURER DURING INSTALLATION.
 - CONDUCTOR SIZE AND QUANTITY: INSTALL NO CONDUCTORS SMALLER THAN 12AWG UNLESS OTHERWISE SHOWN, PROVIDE REQUIRED CONDUCTORS FOR A FULLY OPERABLE SYSTEM.
 - METAL CLAD (MC) CABLE: INSTALL IN ACCORDANCE WITH NECA 120.
- F. BOXES:
- ANCHORING: SECURE BOXES RIGIDLY TO THE SUBSTRATE UPON WHICH THEY ARE BEING MOUNTED, OR SOLIDLY EMBED BOXES IN CONCRETE OR MASONRY.
 - CODE COMPLIANCE: COMPLY WITH NEC AS APPLICABLE TO CONSTRUCTION AND INSTALLATION OF ELECTRICAL BOXES AND FITTINGS AND SIZE BOXES ACCORDING TO NEC 370, EXCEPT AS NOTED OTHERWISE.
 - MOUNT CENTER OF OUTLET BOXES AS REQUIRED BY AMERICANS WITH DISABILITIES ACT (ADA), OR NOTED ON DRAWINGS, THE FOLLOWING DISTANCE ABOVE THE FLOOR:
 - CONTROL SWITCHES: 48-INCHES.
 - RECEPTACLES: 18-INCHES.
 - TELECOM OUTLETS: 18-INCHES.
 - OTHER OUTLETS: AS INDICATED ON THE DRAWINGS.
- G. PROVIDE NEC-REQUIRED DISCONNECT SWITCHES WHETHER SPECIFICALLY SHOWN ON DRAWINGS OR NOT, PROVIDE DISCONNECT SWITCH AT EACH MOTOR LOCATION WITHIN 5-FEET UNLESS OTHERWISE NOTED, COORDINATE FUSE AMPERE RATING WITH INSTALLED EQUIPMENT, FUSE AMPERE RATING VARIANCE BETWEEN ORIGINAL DESIGN INFORMATION AND INSTALLED EQUIPMENT, SIZE IN ACCORDANCE WITH BUSSMANN FUSETRON 40°C RECOMMENDATIONS.

H. SUPPORTING DEVICES:

- SAFETY FACTOR OF 4 REQUIRED FOR EVERY FASTENING DEVICE OR SUPPORT FOR ELECTRICAL EQUIPMENT INSTALLED, SUPPORT TO WITHSTAND FOUR TIMES WEIGHT OF EQUIPMENT IT SUPPORTS, BRACING TO COMPLY WITH THE SEISMIC ZONE REQUIREMENTS.
- PROVIDE VERTICAL SUPPORT MEMBERS FOR EQUIPMENT AND LUMINAIRES, STRAIGHT AND PARALLEL TO BUILDING WALLS, PROVIDE INDEPENDENT SUPPORTS TO STRUCTURAL MEMBER FOR ELECTRICAL LUMINAIRES, MATERIALS, OR EQUIPMENT INSTALLED IN OR ON CEILING, WALLS OR IN VOID SPACES OR OVER FURRED OR SUSPENDED CEILING.

I. ELECTRICAL IDENTIFICATION:

- CONDUCTOR IDENTIFICATION: APPLY MARKERS ON EACH CONDUCTOR FOR POWER, CONTROL, SIGNALING AND COMMUNICATIONS CIRCUITS.
- PROVIDE AN ENGRAVED LABEL ON EACH MAJOR UNIT OF ELECTRICAL EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING ITEMS: DISCONNECT SWITCHES, RELAYS, CONTRACTORS, TIME SWITCHES, OVERRIDE SWITCHES, SERVICE DISCONNECTS, DISTRIBUTION SWITCHES, BRANCH CIRCUIT PANELBOARDS, AND CENTRAL OR MASTER UNIT OF EACH ELECTRICAL SYSTEM INCLUDING COMMUNICATION/SIGNAL SYSTEMS.

J. GROUNDING:

- PERFORMANCE REQUIREMENTS: SUPPLEMENT THE GROUNDED NEUTRAL OF THE SECONDARY DISTRIBUTION SYSTEM WITH AN EQUIPMENT GROUNDING SYSTEM TO PROPERLY SAFEGUARD THE EQUIPMENT AND PERSONNEL. INSTALL EQUIPMENT GROUNDING SUCH THAT METALLIC STRUCTURES, ENCLOSURES, RACEWAYS, JUNCTION BOXES, OUTLET BOXES, CABINETS, MACHINE FRAMES, PORTABLE EQUIPMENT AND OTHER CONDUCTIVE ITEMS IN CLOSE PROXIMITY WITH ELECTRICAL CIRCUITS OPERATE CONTINUOUSLY AT GROUND POTENTIAL, AND PROVIDE A LOW IMPEDANCE PATH FOR POSSIBLE GROUND FAULT CURRENTS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NEC) ARTICLE 250.
 - RACEWAY GROUNDING: GROUND METALLIC RACEWAY SYSTEMS. BOND TO GROUND TERMINAL WITH CODE SIZE JUMPER EXCEPT WHERE CODE SIZE OR LARGER GROUNDING CONDUCTOR IS INCLUDED WITH CIRCUIT, USE GROUNDING BUSHING WITH LAY-IN LUG, INSTALL GROUND BUSHINGS ON METALLIC RACEWAY TERMINATIONS IN PULL BOXES, PANELBOARDS AND THE LIKE FOR CIRCUITS WITH OVERCURRENT PROTECTION SET AT 60 AMP AND GREATER.
 - INSTALL EQUIPMENT GROUNDING CONDUCTOR, CODE SIZE MINIMUM IN NONMETALLIC AND METALLIC RACEWAY SYSTEMS.
 - MOTORS, EQUIPMENT AND APPLIANCES: INSTALL CODE SIZE EQUIPMENT GROUNDING CONDUCTOR FROM OUTLET BOX TO (MOTOR) EQUIPMENT FRAME OR MANUFACTURER'S DESIGNATED GROUND TERMINAL.
 - RECEPTACLES: CONNECT GROUND TERMINAL OF RECEPTACLE TO EQUIPMENT GROUND SYSTEM BY NO. 14 CONDUCTOR BOLTED TO OUTLET BOX. SELF GROUNDING NATURE OF RECEPTACLE DEVICES DOES NOT ELIMINATE CONDUCTOR BOLTED TO OUTLET BOX.
- L. FUSES:
- FOR EACH CLASS AND AMPERE RATING OF FUSE INSTALLED, PROVIDE 3 SPARE FUSES.
- M. LIGHTING:
- INSTALL LUMINAIRES OF TYPES INDICATED WHERE SHOWN AND AT INDICATED HEIGHTS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND WITH RECOGNIZED INDUSTRY PRACTICES.
 - AVOID INTERFERENCE WITH AND PROVIDE CLEARANCE FOR EQUIPMENT WHERE THE INDICATED LOCATIONS FOR THE LUMINAIRES CONFLICT WITH THE LOCATIONS FOR EQUIPMENT, CHANGE THE LOCATIONS FOR THE LUMINAIRES AS DIRECTED BY ARCHITECT.
 - SUSPENDED LUMINAIRES: MOUNTING HEIGHTS INDICATE THE CLEARANCES BETWEEN THE BOTTOM OF THE LUMINAIRE AND THE FINISHED FLOOR.
 - SUPPORT LUMINAIRES: ANCHOR SUPPORTS TO THE STRUCTURAL SLAB OR TO STRUCTURAL MEMBERS WITHIN A PARTITION, OR ABOVE A SUSPENDED CEILING.
 - PROVIDE RECESSED LUMINAIRES WITH TWO SUPPORT WIRES AS REQUIRED BY IBC.
 - PROVIDE LIGHTING INDICATED ON DRAWINGS WITH A LUMINAIRE OF THE TYPE DESIGNATED AND APPROPRIATE FOR THE LOCATION WHERE OUTLET SYMBOLS APPEAR ON DRAWINGS WITHOUT A TYPE DESIGNATION PROVIDE A LUMINAIRE THE AS THOSE USED IN SIMILAR OR LIKE LOCATIONS.
- N. FIRE ALARM SYSTEM:
- WHERE CONSTRUCTION INTERFERES WITH EXISTING FIRE ALARM EQUIPMENT, OR IT IS LOCATED ON EXISTING WALLS TO BE DEMOLISHED, IT SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR TO NOTIFY THE BUILDING OWNER AND RELOCATE IT AT THE OWNERS DIRECTION, DO NOT REMOVE F.A. DEVICES UNLESS DIRECTED TO DO SO BY THE BUILDING, IT IS THIS CONTRACTOR'S RESPONSIBILITY TO MAINTAIN FIRE ALARM SPEAKERS, SMOKE DETECTORS AND OTHER FIRE SAFETY DEVICES IN OPERATION AT ALL TIMES.
 - IF ANY PERMANENT BUILDING INSTALLATIONS SUCH AS SMOKE DETECTORS, CORRIDOR PA SYSTEMS, FIRE ALARM STATIONS, ELEVATOR SIGNALS, LIGHTING IN ELECTRIC OR PORTERS CLOSETS, PIPE SHAFTS, ELECTRIC CABLES, ETC. ARE TO BE ALTERED OR RELOCATED, THE AIRPORT AUTHORITY OFFICE SHALL BE NOTIFIED BEFORE PROCEEDING.

3.4 FIELD QUALITY CONTROL

- A. VERIFY ELECTRICAL CHARACTERISTICS OF EQUIPMENT PRIOR TO INSTALLATION OF CONDUITS AND WIRING FOR EQUIPMENT.
- B. COORDINATE HVAC VOLTAGE REQUIREMENTS WITH DRAWINGS AND EQUIPMENT SUBMITTALS PRIOR TO ROUGH-IN.
- C. WIRING DEVICE TESTS: TEST WIRING DEVICES TO ENSURE ELECTRICAL CONTINUITY OF GROUNDING CONNECTIONS AND AFTER ENERGIZING CIRCUITRY, TO DEMONSTRATE COMPLIANCE WITH REQUIREMENTS, TEST RECEPTACLES NEUTRAL, LINE TO GROUND AND NEUTRAL TO GROUND FAULTS, CORRECT DEFECTIVE WIRING.
- D. VERIFICATION OF CONDITIONS: VERIFY CEILING CONSTRUCTION, RECESSING DEPTH AND OTHER CONSTRUCTION DETAILS PRIOR TO RELEASE OF LUMINAIRE FOR SHIPMENT.

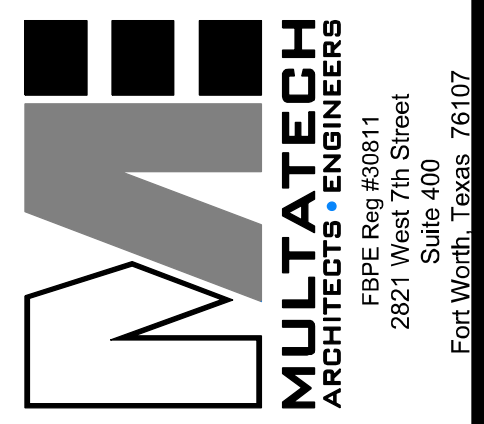
3.5 CLEANING

- A. REMOVE DIRT AND DEBRIS CAUSED BY THE EXECUTION OF THE ELECTRICAL WORK, LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN CLEAN, DUST-FREE AND PROPER WORKING ORDER.
- B. THOROUGHLY CLEAN THE EXTERIOR AND THE INTERIOR OF EACH SWITCHBOARD AND DISTRIBUTION PANELBOARD IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- C. WHERE FINISH OF LUMINAIRES OR ENCLOSURES IS DAMAGED, TOUCH UP FINISH WITH MATCHING PAINT IN ACCORDANCE TO MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS.
- D. CLEAN PAINT SPLATTERS, DIRT, DUST, FINGERPRINTS, AND DEBRIS FROM LUMINAIRES.

END OF SECTION

ISSUES

NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018



**PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING**

**1200 N CORINTH ST
CORINTH, TEXAS 76208**

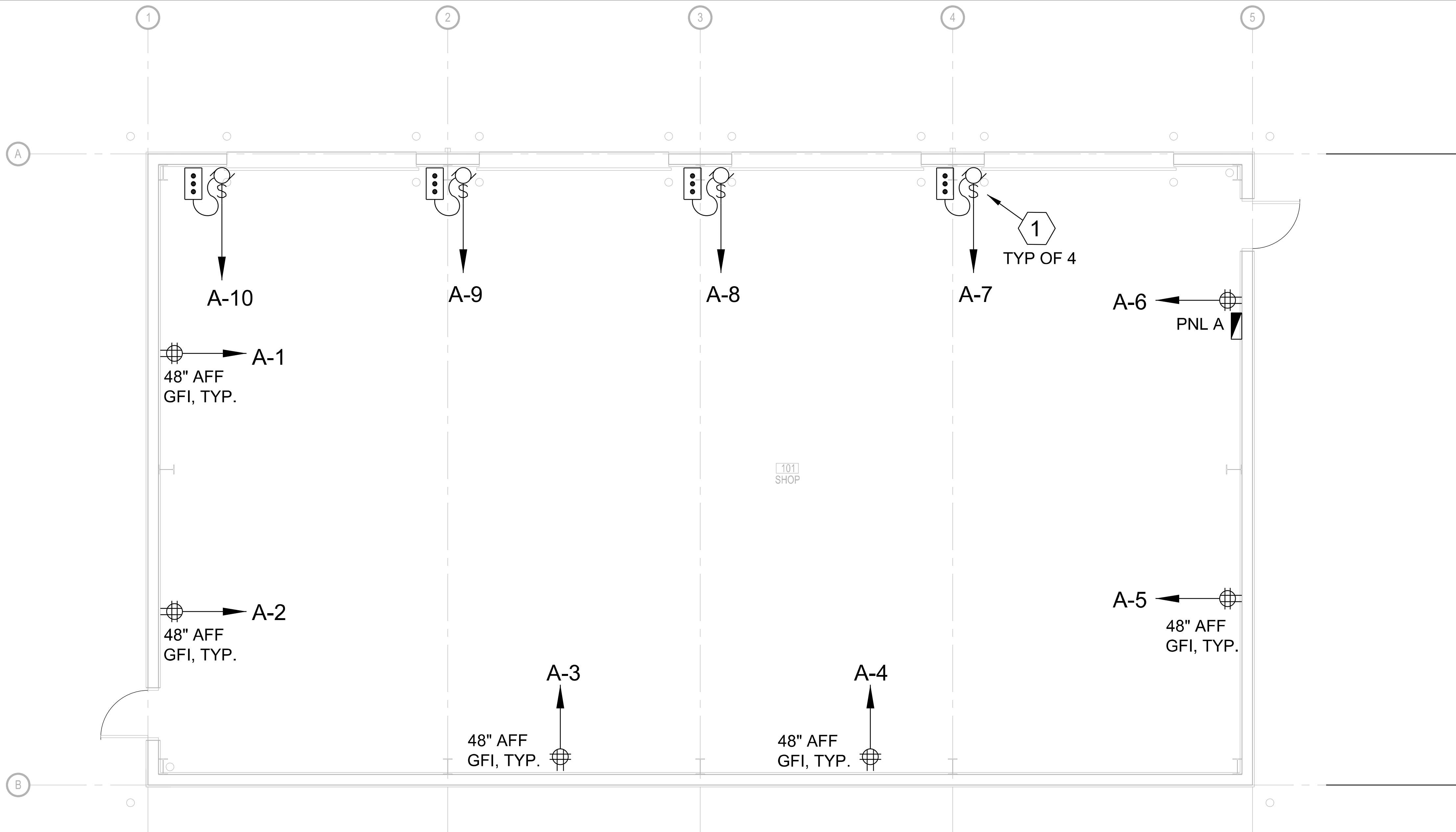
ELECTRICAL SPECIFICATIONS

PROJECT #: 17142.00

ISSUE DATE: 08.24.2018

SHEET NUMBER:

E0.01



1 ELECTRICAL POWER PLAN
 SCALE: 1/4" = 1'-0"
 NORTH

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.
 ONE INCH

E EXISTING KEYNOTES:

(No existing keynotes are present in this section.)

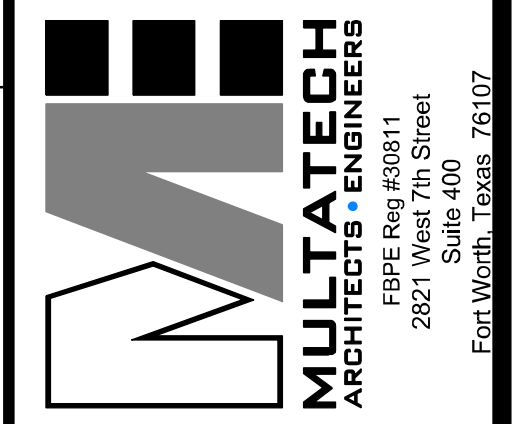
N NEW KEYNOTES:

1 OHD DISC. SWITCH 277V 20A TOGGLE SWITCH. CO-ORDINATE WITH DOOR VENDOR FOR CONTROL WIRING REQUIRMENTS.

GENERAL NOTES:

(No general notes are present in this section.)

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
IFC		08.24.2018

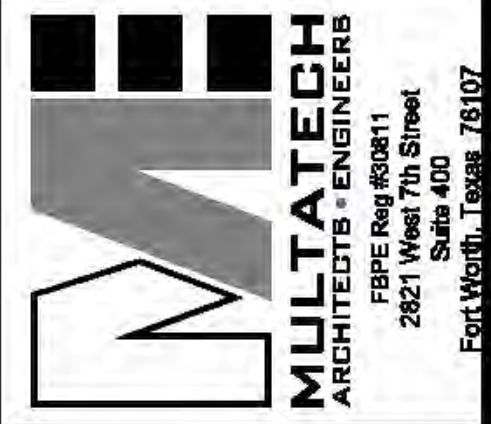


**PUBLIC WORKS DEPARTMENT
 NEW STORAGE BUILDING**
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
ELECTRICAL POWER PLAN

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:

E1.01

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
65%	SUBMITTAL	07.10.2018
	IFC	08.24.2018



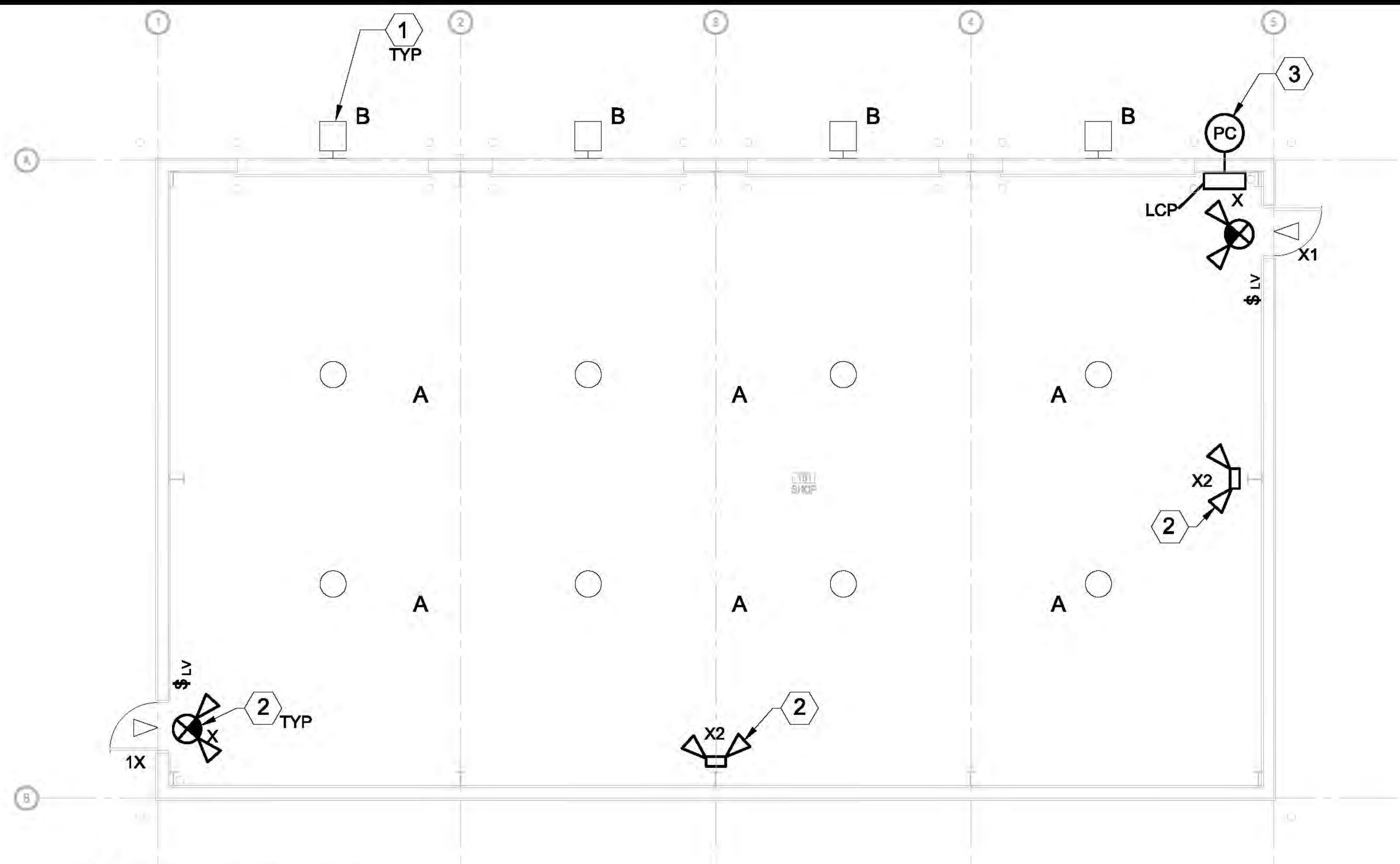
NEW KEYNOTES:

- REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHT.
- CONNECT AHEAD OF LCP ON CIRCUIT A15
- MOUNT PHOTOCELL AT 12' AFG.

GENERAL NOTES:

PUBLIC WORKS DEPARTMENT
NEW STORAGE DEPARTMENT
1200 N CORINTH ST
CORINTH, TEXAS 76208
ELECTRICAL LIGHTING PLAN

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:
E1.02



1 ELECTRICAL LIGHTING PLAN
 SCALE: 1/4" = 1'-0"
 NORTH

LIGHTING FIXTURE SCHEDULE						
TYPE	DESCRIPTION & MFG	VOLTS	LAMPS		MOUNTING	REMARKS
			No	Type		
A	LED Highbay HOLOPHANE PHG 15L 5K 70CRI 12 G WAA, ACRYLIC REFRACTOR AND LENS, 113W	120	N/A	LED	PENDANT	
B	LED FLOOD, LITHONIA TWP LED 30C 700 50K T3M MVOLT DDBXD, ALUM+POLYCARBONATE LENS, 67W	120	N/A	LED	WALL	
X	EXIT SIGN + EMERGENCY LIGHT UNIT COMBO, LED STENCIL FACE, WHITE HOUSING, DUAL VOLTAGE, EMERGENCY OPERATION, WITHOUT EMERGENCY LIGHTS, LITHONIA SERIES LHQM-SW1R120277RO	120/277	2	RED LED	ON WALL	
X1	SINGLE SEALED SWIVEL HEAD REMOTE EMERGENCY LIGHT FIXTURE, FOR OUTSIDE MOUNTING IN 4" BOX TAN COLOR, LITHONIA ELA-INT- -NX H0806	6VDC	1	8W HALOGEN	ON EXTERIOR WALL	WIRE TO "X" FIXTURE
X2	EMERGENCY LIGHT UNIT, ADJUSTABLE HEADS, TEST & PILOT LIGHT, 6V-12W 90 MIN., LITHONIA SERIES ELM2	120/277	2	5.4W KRYPTON	ON WALL	

2 LIGHT FIXTURE SCHEDULE.
 SCALE: NTS

LIGHTING CONTROL PANEL LCP RELAY SCHEDULE																				
RELAY #	CKT #	LIGHTING LOAD DESCRIPTION	SWITCH SUB LETTER	SWITCH TYPE								AUTOMATION CHANNEL								
				PUSH BUTTON LV"X" STA	HVY DTY TOGGLE	24V TIMER	INTELLIGENT DIGITAL D1 D2 D4 D8	A	B	C	D	E	F	G	H	J	K	L	M	N
1	A-15	INTERIOR HIGH BAY FIXTURES	N/A																	
2	A-13	EXTERIOR WALL BRACKET FIXTURES	N/A		X											X				X
3	THRUB	SPARES																		
LCP	A-15	LCP POWER SUPPLY																		

COMMENT: BASIS OF DESIGN WATT STOPPER LP-8 PEANUT LIGHT CONTROL PANEL W/ EM24-A2 PHOTOCELL

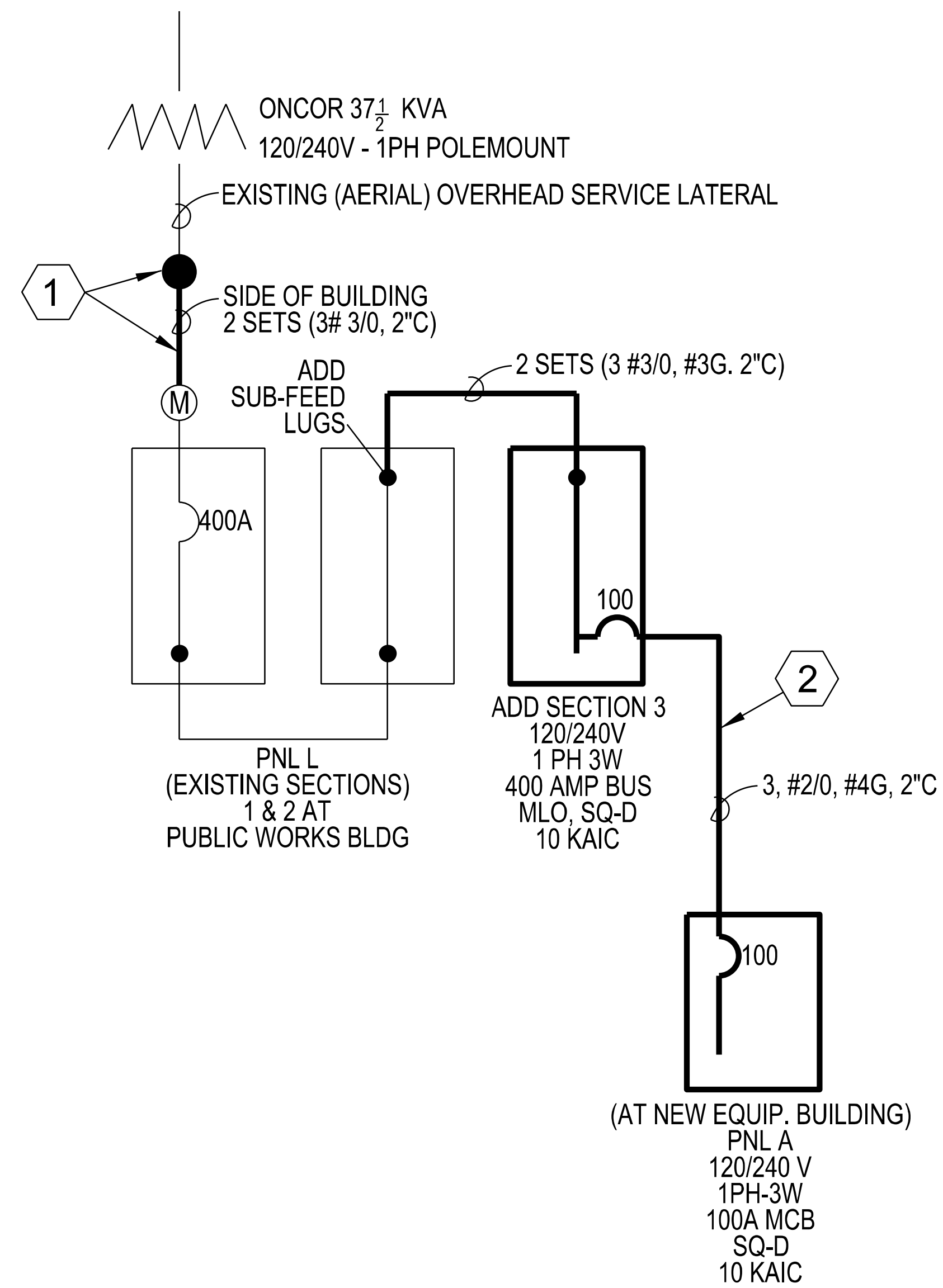
LIGHTING CONTROL DEVICE PART NUMBERS: HVY DTY TOGGLE - 1 GANG HEAVY DUTY MOMENTARY ON/OFF TOGGLE SWITCH, LVS-1-GRAY WIRING REQTS/NOTES: 2C/SWITCH + 1C FOR SWITCH GROUP COMMON; HOMERUN TO LCP RELAY

AUTOMATION CONTROL CHANNEL SCHEDULE RE: LCP			
CHANNEL	LOAD DESCRIPTION	ON CONTROL	OFF CONTROL
A	SECURITY LIGHTING - BLDG WALLPACKS	PHOTOCELL	PHOTOCELL
G	WORKSHOPS	MANUAL ON	TIMECLOCK
			LV SWITCH

NOTES:
 1. CONSULT OWNER'S REPRESENTATIVE FOR OCCUPIED/UNOCCUPIED TIMES FOR THE DIFFERENT PROGRAM SCHEDULES

3 LIGHTING CONTROL PANEL "LEP" SCHEDULE
 SCALE: NTS

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & INSET ACCURACY.
 ONE INCH



2 ONE LINE DIAGRAM
SCALE: NTS (E 501)

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.

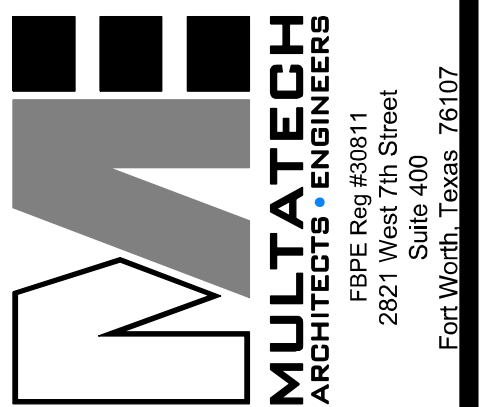
E EXISTING KEYNOTES:

N NEW KEYNOTES:

- 1 REPLACE EXPOSED SERVICE LATERAL CONDUCTORS ON SIDE OF PUBLIC WORKS BUILDING. PROVIDE CONDUIT, WIRE, AND WEATHERHEAD.
- 2 RUN CONDUIT 24" UNDERGROUND BETWEEN PUBLIC WORKS BUILDING AND NEW EQUIPMENT BUILDING. ALLOW 325 LF FOR THIS RUN TO PUBLIC WORKS BUILDING.

GENERAL NOTES:

ISSUES		
NO.	DESCRIPTION	DATE
15%	SUBMITTAL	05.30.2018
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IFC		08.24.2018



**PUBLIC WORKS DEPARTMENT
NEW STORAGE BUILDING**

1200 N CORINTH ST
CORINTH, TEXAS 76208

**ELECTRICAL
DETAILS & SCHEDULES**

PROJECT #: 17142.00
ISSUE DATE: 08.24.2018
SHEET NUMBER:

E1.03

SERVICE ENTRANCE LOAD CALCULATION				
SERVICE VOLTAGE	240 /1 PHASE			1 PHASE
	(KW)	(PF)	(KVA)	(AMPS)
PEAK RECORDED 15 MIN DEMAND	30	0.88	34	142
NEC LOAD (1.25 X PEAK)			43	178
ADDED NEC DESIGN LOAD			12	50
TOTAL LOAD			55	228
COMPARE EXISTING SERVICE				400
NOTES: PF (ESTIMATED) SOURCE OF DATA: ONCOR RECORDS				

3 LOAD ANALYSIS
SCALE:

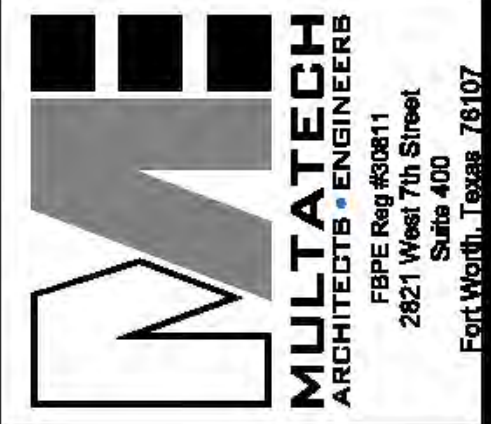
PANEL A		SURF MTG		VOLTAGE: 240/120		PH: 1		BUS (AMPS): 100		
LOCATION: BY DOOR		NEMA: 1		WIRE: 3		MCB: 100		MAIN AT BOTTOM		
		SEC: 1 OF 1		FEEDER SIZE: SEE ONE LINE						
DESCRIPTION	BRANCH CKT DESCRIPTION	LOAD (VA)	BREAKER #P	AMPS	CIRCUIT NUMBER	BREAKER #P	AMPS	LOAD (VA)	BRANCH CKT DESCRIPTION	DESCRIPTION
RECEPT	#12,#12N,#12G,3/4"C	360	1	20	1 A 2	1	20	360	#12,#12N,#12G,3/4"C	RECEPT
RECEPT	#12,#12N,#12G,3/4"C	360	1	20	3 B 4	1	20	360	#12,#12N,#12G,3/4"C	RECEPT
RECEPT	#12,#12N,#12G,3/4"C	360	1	20	5 A 6	1	20	360	#12,#12N,#12G,3/4"C	RECEPT
OHD	#12,#12N,#12G,3/4"C	1176	1	20	7 B 8	1	20	1176	#12,#12N,#12G,3/4"C	OHD
OHD	#12,#12N,#12G,3/4"C	1176	1	20	9 A 10	1	20	1176	#12,#12N,#12G,3/4"C	OHD
VENT FAN EF-1	#12,#12N,#12G,3/4"C	1584	1	25	11 B 12	1	25	1584	#12,#12N,#12G,3/4"C	VENT FAN EF-2
EXT LTG	#12,#12N,#12G,3/4"C	270	1	20	13 A 14	1	20	150	#12,#12N,#12G,3/4"C	UH-1,-2-3 +DAMPERS
INT LTG+ EXIT SIGNS	#12,#12N,#12G,3/4"C	920	1	20	15 B 16					
					17 A 18					
					19 B 20					
					21 A 22					
					23 B 24					
					25 A 26					
					27 B 28					
					29 A 30					
		(KVA)			(AMPS)			PHASE A (VA)	4,212	
TOTAL CONNECTED LOAD		11			47			PHASE B (VA)	7,160	
TOTAL DEMAND LOAD		12			50					
NOTES:										

4 PANEL SCHEDULE
SCALE:

ELECTRICAL PROVISIONS FOR MECHANICAL EQUIPMENT										NEW EQUIPMENT BLDG						
LOCATION (1)	EQUIP DESC.	NAMEPLATE DATA					CONTROLLER		DISCONNECTING MEANS AT LOAD				CIRCUIT DATA		COMMENTS	
		V	PH	HP OR (KW)	FLA (MCA)	CB OR (MAX MOP)	TYPE	SIZE	TYPE	V	POLES- WIRES	FUSE AMPS	NEMA TYPE	PANEL		CKT NUMBER(S)
SEE MECH PLAN	EF-1	120	1	3/4	13	25	MECH TIMER SWITCH, 0-12 HR	20A	SPST TOGGLE SWITCH	277	SPST	20	1	A	11	LOCATE TIMER SW 5'AFF BELOW FAN
SEE MECH PLAN	EF-2	120	1	3/4	13	25	MECH TIMER SWITCH, 0-12 HR	20A	SPST TOGGLE SWITCH	277	SPST	20	1	A	12	LOCATE TIMER SW 5'AFF BELOW FAN
SEE MECH PLAN	UH-1, UH-2, UH-3	120	1		0.5		TSTAT		SPST TOGGLE SWITCH	277	SPST	20	1	A	14	
SEE MECH PLAN	(6) DAMPERS	120	1		0.1		MECH AUX CONTACT		SPST TOGGLE SWITCH	277	SPST	20	1	A	14	
NOTES 1 ALL: VERIFY FINAL EQUIPMENT LOCATIONS 2 ALL: PROVIDE ELECTRICAL EQUIPMENT, WIRING, AND CONNECTIONS SCHEDULED. ALL: VERIFY ACTUAL NAMEPLATE DATA OF PURCHASED EQUIPMENT AND ADJUST DEVICES AND WIRING ACCORDINGLY. 3 ALL: PENETRATE ROOF WITHIN CURB OR MECHANICAL PIPE JACK 4 ALL: REFER TO MECHANICAL PLANS FOR EXACT LOCATIONS OF EQUIPMENT. 5 MOUNT NEMA 5-20R (GFI, WP) ON ROOFTOP EQUIPMENT. FEED FROM CLOSEST RECEPTACLE CIRCUIT BELOW. 6 SKID MOUNTED VFD(S) OR FVNR STARTER(S), SINGLE POINT CONNECTION. 7 VFD OR STARTER SEPARATE FROM EQUIP, LOCATE AS NOTED																
ABBREVIATIONS MCA MINIMUM CIRCUIT AMPS MOP MAXIMUM OVERCURRENT PROTECTIVE DEVICE RATING NFS NON FUSED SWITCH FS FUSED SWITCH OCPD OVERCURRENT PROTECTIVE DEVICE --CB OR FUSE F FUSE																

5 ELECTRICAL REQUIREMENTS FOR MECHANICAL EQUIPMENT - NEW BUILDING
SCALE:

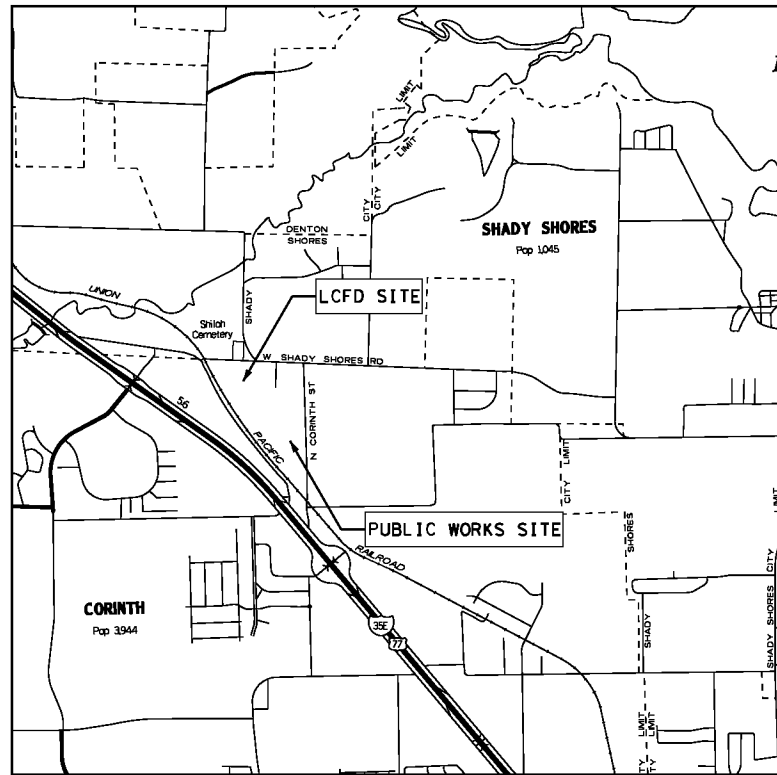
ISSUES		
NO.	DESCRIPTION	DATE
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PUBLIC STORAGE DEPARTMENT
NEW STORAGE BUILDING
 1200 N CORINTH ST
 CORINTH, TEXAS 76208
ELECTRICAL DETAILS & SCHEDULES

PROJECT #: 17142.00
 ISSUE DATE: 08.24.2018
 SHEET NUMBER:
E4.01

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & QUANTITY ACCURACIES.
 ONE INCH



LOCATION MAP
 N. T. S.

CITY OF CORINTH PUBLIC WORKS FACILITY IMPROVEMENTS

AND

LAKE CITIES FIRE DEPARTMENT PRACTICE FACILITY IMPROVEMENTS

OWNER/DEVELOPER:

CITY OF CORINTH

CONTACT: CODY COLLIER
 1200 NORTH CORINTH STREET
 CORINTH, TX 76208
 (940) 498 3249

ENGINEER:

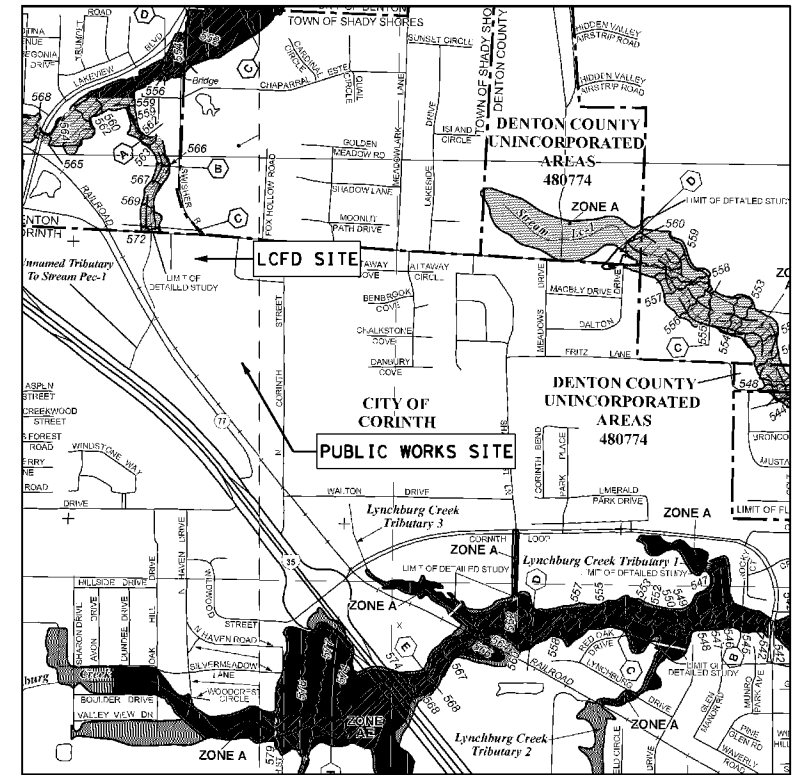
LAMB-STAR ENGINEERING, L.P.

CONTACT: JILL VAN HOEWYK, P.E.
 5700 W PLANO PKWY, SUITE 1000
 PLANO, TX 75093
 (214) 440 3600
 ENGINEER PROJECT NUMBER: B200300.01

SURVEYOR:

LAMB-STAR ENGINEERING, L.P.

CONTACT: ANDY JACKSON, RPLS
 5700 W PLANO PKWY, SUITE 1000
 PLANO, TX 75093
 (214) 440 3600
 SURVEYOR PROJECT NUMBER: B200300.01



FLOOD INSURANCE MAP
 N. T. S.

SHEET INDEX:

I. GENERAL

- 1 TITLE SHEET
- 2 GENERAL NOTES
- 3 PROJECT LAYOUT
- 4 PLAT (NOT TO SCALE)
- 5 SURVEY
- 6 - 7 SITE DETAILS
- 8 RETAINING WALL DETAIL
- 9 - 10 RAIL DETAIL
- 11 UTILITY DETAILS
- 12 - 13 SW3P DETAILS

II. PUBLIC WORKS IMPROVEMENTS

- 14 - 15 SITE PLAN
- 16 DRAINAGE AREA MAP
- 17 - 18 GRADING PLAN
- 19 UTILITY PLAN
- 20 SW3P

III. LCFD PRACTICE FACILITY

- 21 SITE PLAN
- 22 DRAINAGE AREA MAP
- 23 HYDROLOGIC & HYDRAULIC CALCULATIONS
- 24 GRADING PLAN
- 25 SW3P

GEOTECHNICAL ENGINEER:

TTL, INC.

CONTACT: MARK HERRMANN, P.E.
 5010 LINBAR DRIVE, SUITE 153
 NASHVILLE, TN 37211
 (615) 331 7770
 GEOTECH PROJECT NUMBER: 000180801663.00

ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	CHECK	GRAPHICS
LSE	LSE	LSE
LSE	LSE	LSE
LSE	LSE	LSE

PRELIMINARY
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 Prepared by or under the
 Direct Supervision of
 JILL VAN HOEWYK, P.E. 110940
 1/21/2019



LAMB-STAR ENGINEERING, L.P.
 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-7073



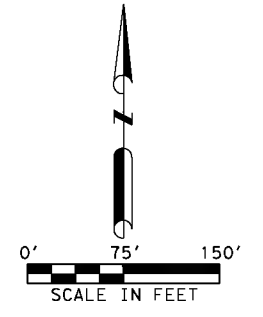
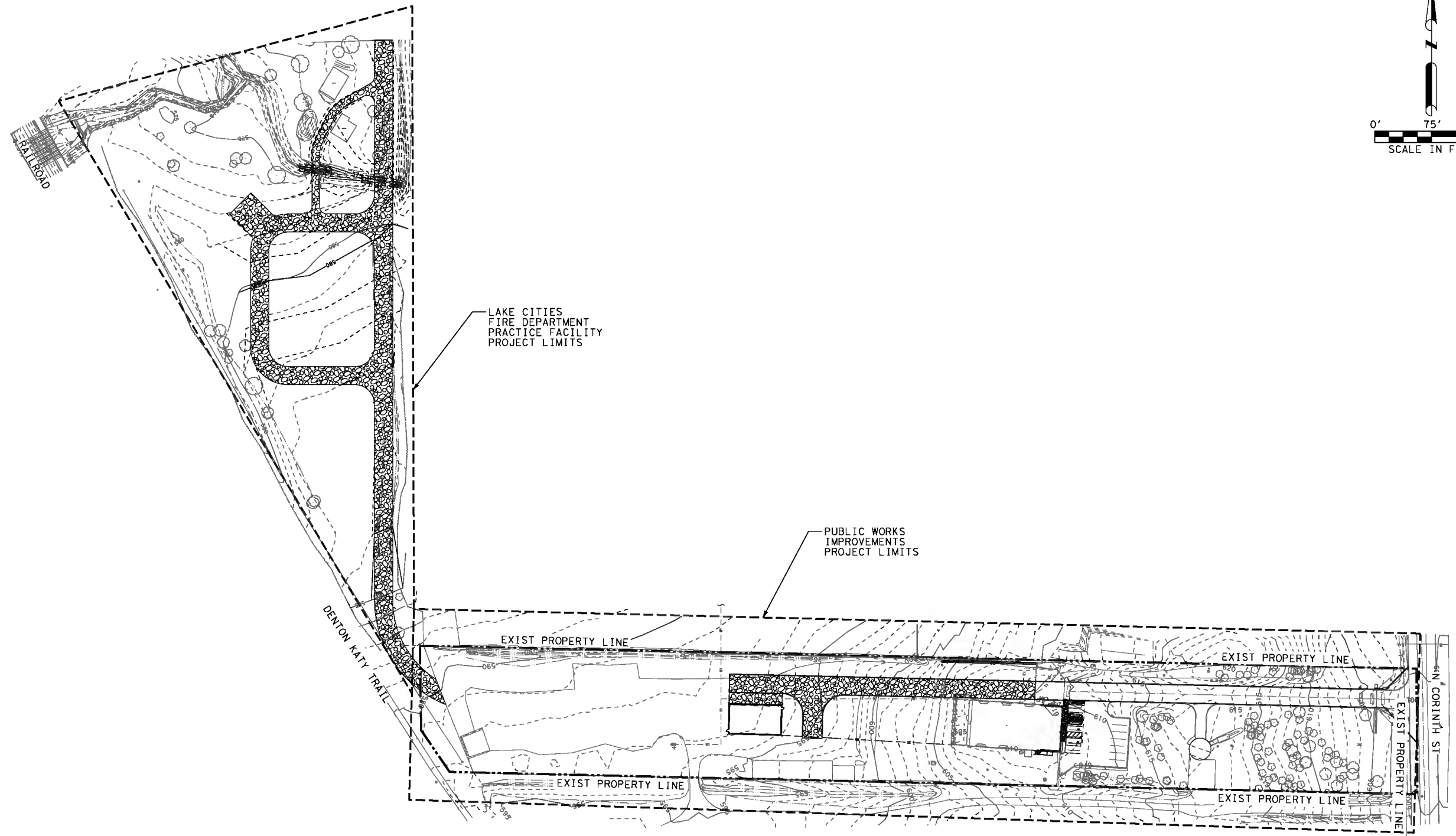
PROJECT NAME
**CITY OF
 CORINTH
 IMPROVEMENTS**
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

TITLE SHEET

SHEET NUMBER
 1



Know what's below.
 Call before you dig.



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NO.	DATE	REVISION

DESIGN	CHECK	GRAPHICS	CHECK
LSE	LSE	LSE	LSE

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 Prepared by or under the
 Direct Supervision of
 JULIA K PHILLIPS, P.E. 118000
 1/21/2019



LAMB-STAR ENGINEERING, L.P.
 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
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PROJECT NAME
CITY OF CORINTH IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

PROJECT LAYOUT
 SHEET NUMBER
3



LEGEND
 EXISTING ROADWAY RIGHT-OF-WAY
 LINE/BOUNDARY LINE
 PRIMARY BOUNDARY LINE
 PROPERTY LINE
 SURVEY LINE
 P.O.B. = POINT OF BEGINNING
 ROW = RIGHT-OF-WAY
 D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS
 IRF = IRON ROD FOUND
 CIRF = CAPPED IRON ROD FOUND
 ● = MONUMENTATION FOUND

FUTURE LAND USE:
 PUBLIC/SEMI PUBLIC
 ZONING: INDUSTRIAL

LAKE CITIES FIRE
 STATION #2
 LOT 1, BLOCK A
 CAB. X, PG 568
 P.R.D.C.T.

ANCHOR BAY STORAGE ADDITION
 LOT 1, BLOCK A
 CAB. N, PG 333
 P.R.D.C.T.

FUTURE LAND USE:
 INDUSTRIAL ZONING:
 INDUSTRIAL

PARKER, AUGUSTINE, STARR, LLC
 INST. NO. 2003-R206882
 D.R.D.C.T.

FUTURE LAND USE:
 INDUSTRIAL ZONING:
 INDUSTRIAL

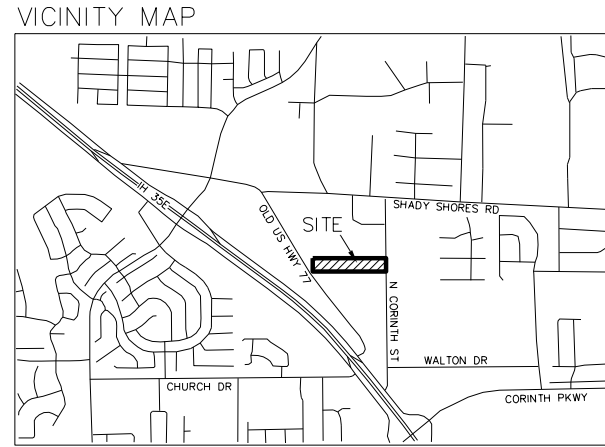
FUTURE LAND USE:
 PUBLIC/SEMI PUBLIC
 ZONING: INDUSTRIAL

CITY OF CORINTH
 VOL. 4708, PG. 1486
 D.R.D.C.T.

**L.H. BATES SURVEY
 ABSTRACT No. 204**

LINE	BEARING	DISTANCE
L1	N 00°55'30" E	24.07'
L2	S 88°38'49" E	868.12'
L3	N 45°05'46" E	39.63'
L4	N 88°40'45" W	12.96'
L5	S 00°24'27" E	97.98'
L6	N 42°23'58" W	62.71'
L7	N 88°38'45" W	715.87'
L8	S 01°20'54" W	30.00'
L9	N 88°39'06" W	26.00'
L10	N 01°20'54" E	30.00'
L11	N 88°42'38" W	70.07'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	43.98'	28.00'	90°00'00"	S 46°20'54" W	39.60'
C2	43.98'	28.00'	90°00'00"	N 43°39'06" W	39.60'



OWNERS ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS
 COUNTY OF DENTON

That We, City of Corinth, are the owners of the land shown on this plat within the area described by metes and bounds as follows:
 Being all of that tract of land situated in the L.H. Bates Survey, Abstract No. 204, the City of Corinth, Denton County, Texas, and being that called 5.014-acre tract of land as described in deed to City of Corinth, as recorded in County Clerk's Document Number 95-R33335, Deed Records Denton County, Texas, D.R.D.C.T., and being more particularly described as follows:
 BEGINNING at a 1/2-inch iron rod found for the northeast corner of said called 5.014-acre tract and the southeast corner of Lot 1, Block A of the Anchor Bay Storage Addition, as addition to the City of Corinth as recorded in Cab. N, Page 333, Plat Records of Denton County, Texas, (P.R.D.C.T.), said point also being on the east line of Lot 1, Block A of the Lake Cities Fire Station #2 Addition, an addition to the City of Corinth as recorded in Cab. X, Page 568, P.R.D.C.T.;
 THENCE South 88 degrees 40 minutes 45 seconds East, passing at a distance of 660.05 feet the southeast corner of said Lot 1, Block A of the Anchor Bay Storage Addition, and the southeast corner of a called 5.014-acre tract as described in deed to Parker, Augustine, Starr, L.L.C., as recorded in County Clerk's Document Number 2003-R206882, D.R.D.C.T., and continuing along the south line of said called 5.014-acre tract, an additional distance of 636.18 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "G&A 5078" found for the southeast corner of said called 5.014-acre tract and the southwest corner of a called 0.127-acre tract of land described in Deed Granting Street Right-of-Way to the City of Corinth, as recorded in Volume 4899, Page 1950, D.R.D.C.T., and continuing in a total distance of 1318.92 feet to a point for the northeast corner of said called 5.014-acre tract and the southeast corner of said called 0.127-acre tract;
 THENCE South 88 degrees 24 minutes 27 seconds East, a distance of 166.11 feet to a point for the southeast corner of said called 5.014-acre tract and the northeast corner of a called 0.805-acre tract of land as described in deed to the City of Corinth, as recorded in Volume 4708, Page 1486, D.R.D.C.T.;
 THENCE North 88 degrees 40 minutes 45 seconds West, along the north line of said called 0.805-acre tract, a distance of 1260.76 feet to a 1/2-inch iron rod found for the southeast corner of said called 5.014-acre tract and the northeast corner of said called 0.805-acre tract, said point also being on the east right-of-way line of the Dallas Area Rapid Transit Right-of-Way, as recorded in County Clerk's Document Number recorded in 2010A1179 and being on a nonconforming curve to the right having a radius of 6172.33 feet and a chord bearing North 34 degrees 26 minutes 51 seconds West, a chord distance of 66.63 feet;
 THENCE along said easterly right-of-way line and along said curve, through a central angle of 90 degrees 37 minutes 07 seconds, an arc distance of 66.33 feet to a 1/2-inch iron rod found for the south corner of said Lot 1, Block A of the Lake Cities Fire Station #2 Addition;
 THENCE North 88 degrees 39 minutes 06 seconds West, along the east line of said Lot 1, Block A of the Lake Cities Fire Station #2 Addition, a distance of 112.05 feet to the POINT OF BEGINNING AND CONTAINING 217,888 square feet, or 5.002 acres of land more or less.

And designated herein as Lake Cities Public Works Site, an addition to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by the simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities, and any other property necessary to serve the site and to implement the requirements of the Subdivision Ordinance and Design Criteria as shown and set forth in and upon said plat. That the public works and infrastructure improvements have been completed in accordance with the construction plans and said Council further authorized the Mayor to note the acceptance thereof by signing his/her name as herein above described.

Authorized Representative _____ Date _____
 City of Corinth

STATE OF TEXAS
 COUNTY OF DENTON
 BEFORE ME, THE UNDERSIGNED AUTHORITY personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public
 State of Texas
 My commission expires the _____ day of _____

SURVEYORS STATEMENT
 I, Lindsay E. Ryan, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground and this plat represents that survey made by me or under my supervision.

FOR REVIEW AND COMMENT ONLY
 PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON WITHOUT THE SURVEYORS DOCUMENT.
 LINDSEY E. RYAN, SURVEYOR DOCUMENT
 Texas Registration No. 6212

STATE OF TEXAS
 COUNTY OF DENTON
 BEFORE ME, THE UNDERSIGNED AUTHORITY personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public
 State of Texas
 My commission expires the _____ day of _____

LEIGHOLDERS RATIFICATION OF PLAT DEDICATION

STATE OF TEXAS
 COUNTY OF _____

Whereas, _____ acting by and through the undersigned, its duly authorized agent, is the holder of the property described herein, does hereby ratify and acknowledge the validity of this plat as shown.

Leigholder: _____
 Date: _____

STATE OF _____
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public
 State of Texas
 My commission expires the _____ day of _____

Certificate of Completion and Authorization to File

Approved _____
 Mayor, City of Corinth, Texas Date _____

The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of the City of Corinth Public Works Facility Addition, to the City of Corinth was submitted to the City Council on the _____ day of _____ and the Council, by formal action, then and there accepted the Final Plat and authorizes the developer to proceed with the construction of the public works improvements and infrastructure as indicated on the accompanying construction plans, and said Council further authorizes the Mayor to note the acceptance thereof by signing his/her name as herein above described.

Witness my hand this _____ day of _____
 City Secretary
 City of Corinth, Texas

Certificate of Final Plat Approval

Approved _____

Chairman, Planning and Zoning Commission Date _____

Approved _____

Mayor, City of Corinth, Texas Date _____

The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Final Plat of the City of Corinth Public Works Facility Addition, to the City of Corinth was submitted to the City Council on the _____ day of _____ and the Council, by formal action, then and there accepted the Final Plat and authorizes the developer to proceed with the construction of the public works improvements and infrastructure as indicated on the accompanying construction plans, and said Council further authorizes the Mayor to note the acceptance thereof by signing his/her name as herein above described.

Witness my hand this _____ day of _____

City Secretary
 City of Corinth, Texas

CITY OF CORINTH
 STREET RIGHT-OF-WAY
 VOLUME 449, PAGE 1950
 D.R.D.C.T.

1/2" CLIRC
 YELLOW PLASTIC
 STAMPED "G&A 5078"

40' BUILDING
 SETBACK

N CORINTH ST

ROW DEDICATION
 BY THIS PLAT
 0.082 ACRES

JMSR ENTERPRISES LLC
 INST. NO. 2017-136673
 D.R.D.C.T.

FINAL PLAT
 LOT 1, BLOCK A
 CITY OF CORINTH PUBLIC
 WORKS FACILITY ADDITION
 5.002 ACRES
 L.H. BATES SURVEY, ABSTRACT NO. 204
 CITY OF CORINTH, DENTON COUNTY, TEXAS
 ZONED LI (INDUSTRIAL)

PREPARED FOR
 City of Corinth
 3300 Corinth Parkway
 Corinth, TX 76208

Lamb-Stor Engineering, L.P.
 5700 W. Plano Parkway, Suite 1000
 Plano, Texas 75095
 (214) 440-3600
 TBPLS NO. 10048300

DRAWN BY: RBH
 07/02/2018

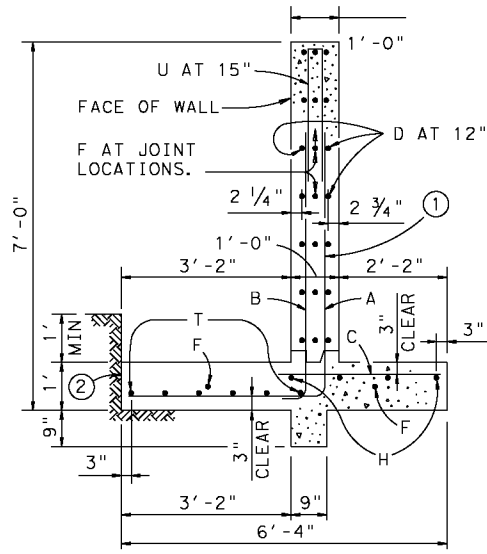
CHECKED BY: LKH 07/05/2018

NOTES:
 1. Bearings are based on the Texas Coordinate System, North Central Zone (4202), NAD '83.
 2. Surveyor has made no investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
 3. No flood zone area analysis has been performed on the subject property Lamb-Stor Engineering, L.P.
 4. According to Community/Flood Numbers 48121C03900 and 47121C03950, effective April 18, 2011, of the FLOOD INSURANCE RATE MAP for Denton County, Texas & incorporated areas, by graphic platting only, this property appears to be within Flood Zone "X" non shaded (areas determined to be outside the 0.2% annual chance floodplain). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes.
 This flood statement shall not create liability on the part of the surveyor.

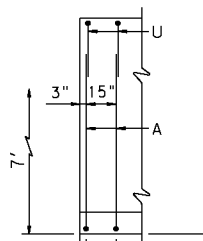
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REINFORCING STEEL

BAR	A	B	C	D	F	H	T	U
SIZE	#5	#5	#4	#5	1" DIA	#5	#5	#5
LENGTH	8'-8"	6'-6"	3'-8"	31'-6"	3'-0"	31'-6"	31'-6"	8'-4"

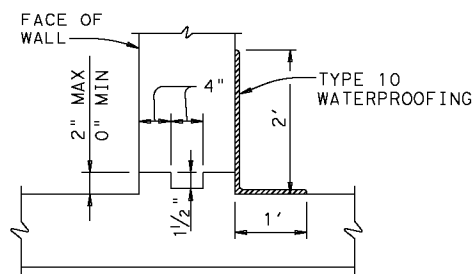


SECTION



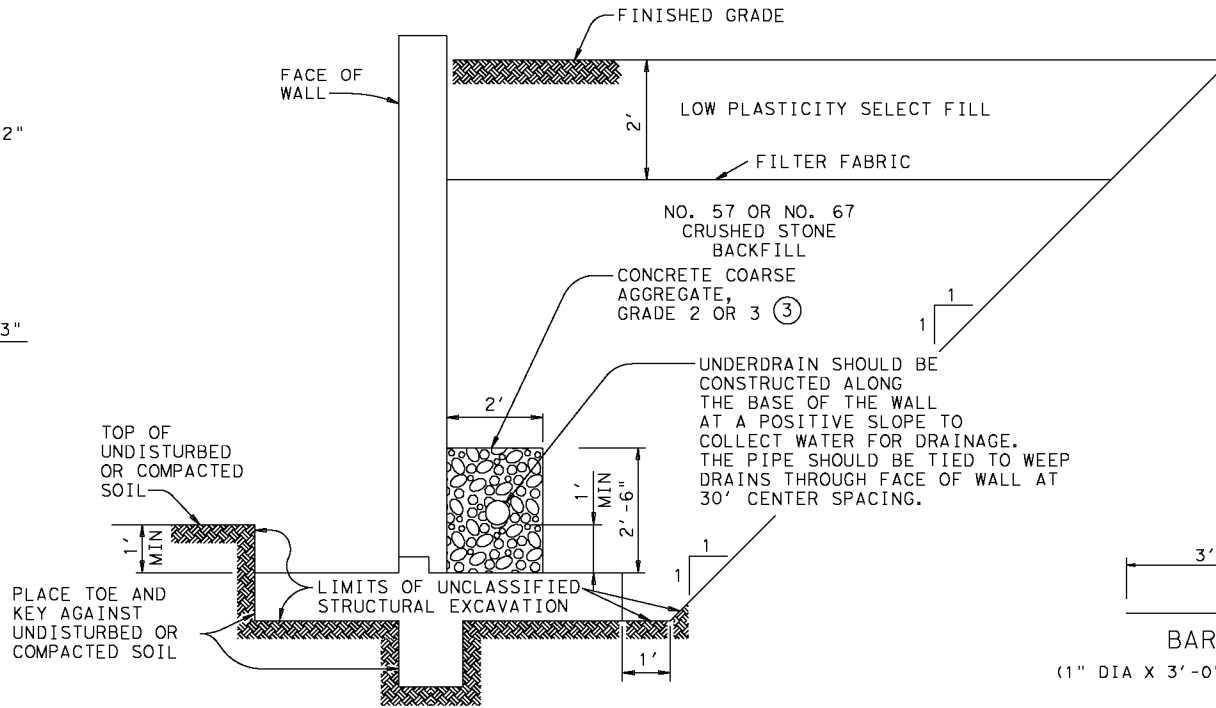
PARTIAL WALL ELEVATION

(SHOWING VERTICAL REINFORCING PATTERN IN BACK FACE)

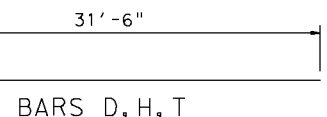


JOINT AND WATERSTOP DETAILS

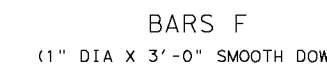
- PLACE VERTICAL BARS INSIDE OF HORIZONTAL BARS (TYP BOTH FACES).
- PLACE FOOTING TOE AGAINST UNDISTURBED OR COMPACTED SOIL.
- CRUSHED BLAST FURNACE SLAG, RECYCLED CRUSHED HYDRAULIC CEMENT CONCRETE OR COMBINATION THERE OF MAY NOT BE USED.



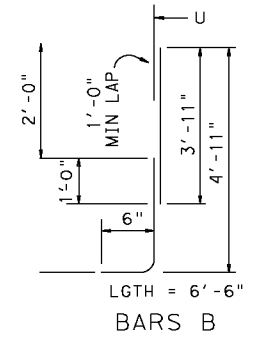
DRAINAGE DETAILS AND EXCAVATION DIAGRAM



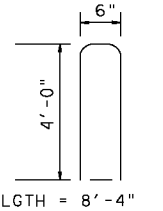
BARS D, H, T



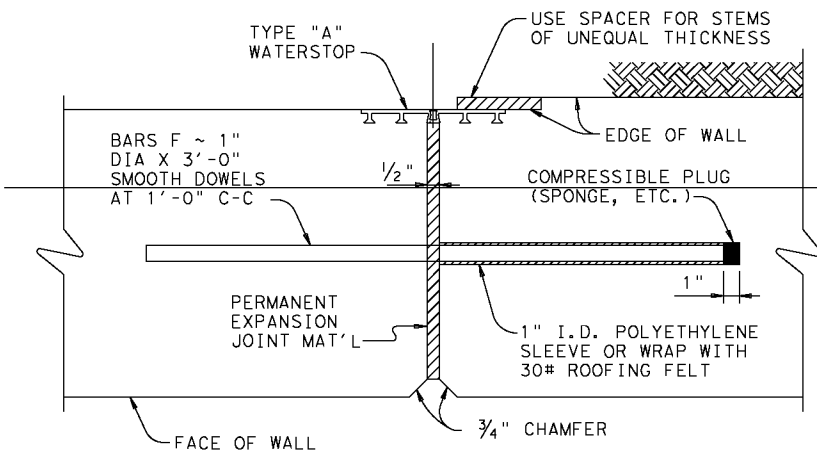
BARS F
(1" DIA X 3'-0" SMOOTH DOWELS)



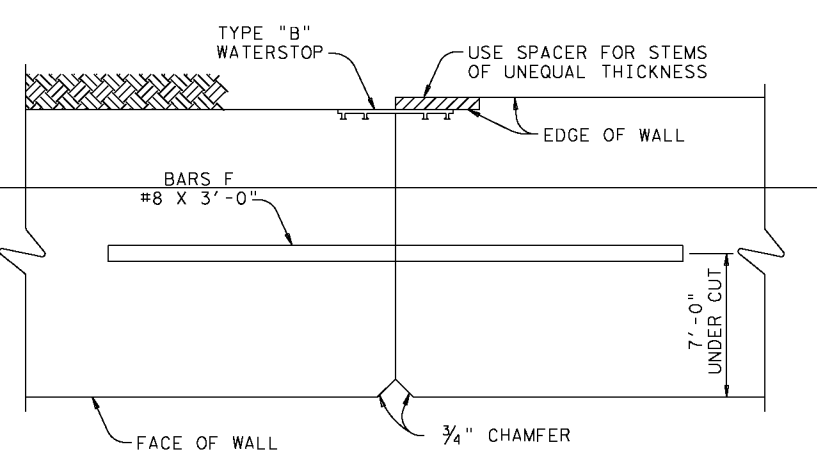
BARS B



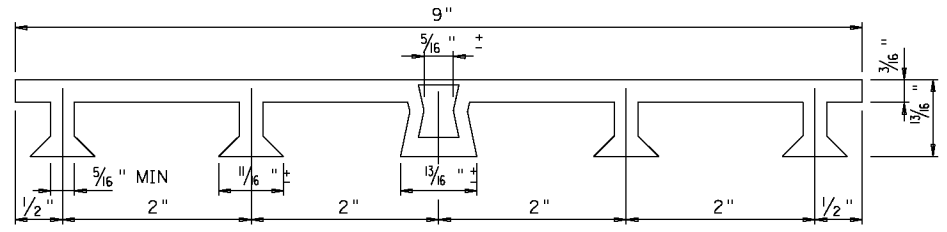
BARS U



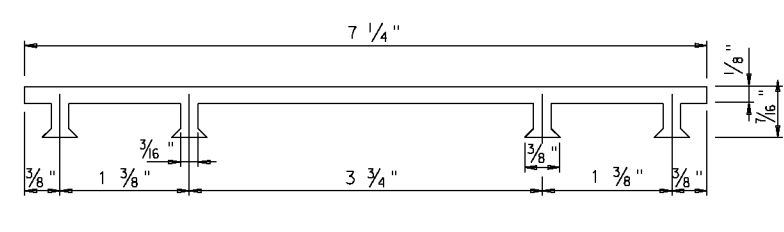
EXPANSION JOINT



CONSTRUCTION JOINT



PVC WATERSTOP TYPE "A"



PVC WATERSTOP TYPE "B"

NOTE: DIMENSIONS AND SHAPES MAY VARY SLIGHTLY DEPENDING ON MANUFACTURER.

GENERAL NOTES:

WALLS ARE DESIGNED USING BACKFILL WITH UNIT WEIGHT OF SOIL = 120 PCF, AND NCTCOG NO. 57 OR NO. 67 CRUSHED STONE.

WALLS ARE DESIGNED TO PROVIDE A MINIMUM FACTOR OF SAFETY AGAINST SLIDING OF 1.5. THE UNDISTURBED OR COMPACTED SOIL DEPTH IN FRONT OF WALLS, FROM BOTTOM OF KEY UP, SHALL NOT BE LESS THAN 2'-9".

DESIGNED IN ACCORDANCE WITH CURRENT AASHTO STANDARD AND INTERIM SPECIFICATIONS.

ALL CONCRETE TO BE CLASS "C".

ALL REINFORCING STEEL TO BE GRADE 60.

THE BACKFILL SHOULD EXTEND FROM THE EXTERIOR EDGE OF THE FOOTING UPWARD AT A RATIO OF 1H:1V, OR FLATTER TO THE GROUND SURFACE AND SHOULD BE SEPARATED FROM THE SOIL OR OTHER MATERIALS EXPOSED ALONG THE PERIMETER OF THE EXCAVATION BY A SUITABLE GEOTEXTILE, SUCH AS MIRAFI 140N OR EQUIVALENT.

COMPACTION OF BFILL SHALL HAVE A MAXIMUM LOOSE LIFT THICKNESS OF 6 INCHES. FILL SHOULD BE COMPACTED WITH MULTIPLE PASSES WITH AN APPROPRIATELY SIZED VIBRATORY PLATE COMPACTOR. ONLY SMALL COMPACTION EQUIPMENT SHOULD BE USED WITHIN 5 FEET BEHIND THE WALL.

PLEASE NOTE THE GEOMETRIC REQUIREMENTS ON THE WALL BACKFILL DO NOT IMPLY STABILITY OF TEMPORARY EXCAVATIONS AT THOSE SLOPES. TEMPORARY EXCAVATION STABILITY IS SOLELY THE CONTRACTOR'S RESPONSIBILITY.

THE STONE BACKFILL SHOULD BE CAPPED WITH A SUITABLE GEOTEXTILE, SUCH AS MIRAFI 140N OR EQUIVALENT, AND AT LEAST 24" OF SOIL PLACED OVER THE GEOTEXTILE.

AFTER EXISTING FILL MATERIAL IS REMOVED, UNDERCUTTING SHOULD BE CONTINUED TO REMOVE WEAK MATERIALS. BORING DATA SHOW UNDERCUT DEPTHS OF UP TO 7 FEET WILL BE REQUIRED TO EXPOSE STIFF MATERIALS. THE UNDERCUT SHOULD BE BACKFILLED WITH PROPERLY PLACED AND COMPACTED LOW PLASTICITY SELECT FILL.

FILL MATERIAL SHALL CONSIST OF LOW PLASTICITY SELECT FILL WITH THE FOLLOWING PROPERTIES:

- LIQUID LIMIT LESS THAN 40
- PLASTICITY INDEX BETWEEN 10 AND 20
- MAX PARTICLE SIZE OF 3 INCHES
- LESS THAN 30% RETAINED ON 3/4" SIEVE
- MORE THAN 35% PASSIVE NO. 200 SIEVE
- LESS THAN 3% ORGANIC MATERIAL
- USCS CLASS - CL, SC, GC

ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	CHECK	GRAPHICS	CHECK
LSE	LSE	LSE	LSE

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 Prepared by or under the Direct Supervision of
 COOPER LIBBAU, P.E. 118391
 1/21/2019

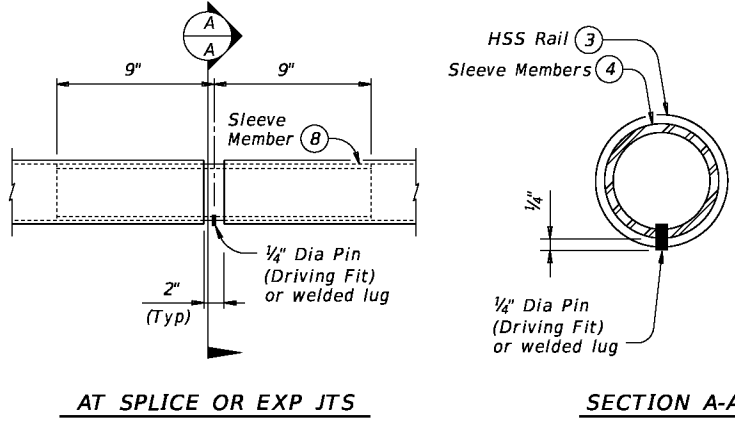


LAMB-STAR ENGINEERING, L.P.
 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-9073

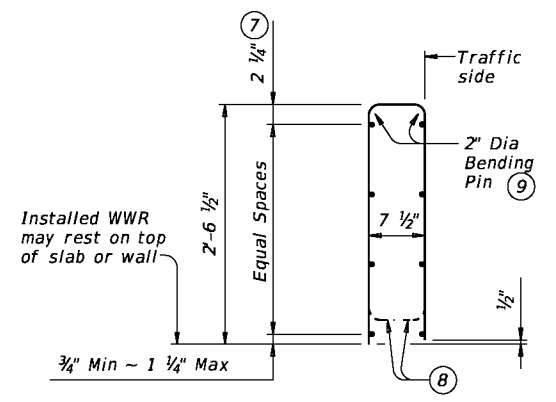


PROJECT NAME
CITY OF CORINTH IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE
RETAINING WALL DETAIL
 SHEET NUMBER
8





PIPE SPLICE DETAILS



DESCRIPTION	LONGITUDINAL WIRES	VERTICAL WIRES
Minimum (Cumulative Total) Wire Area	1.067 Sq In.	0.267 Sq In. per Ft
Minimum	No. of Wires	Spacing
Maximum	8	4"
	10	8"
Maximum Wire Size Differential	The smaller wire must have an area of 40% or more of the larger wire.	

CONSTRUCTION NOTES:

At the Contractor's option anchor bolts may be cast with the parapet. See "Material Notes".
Face of rail, parapet must be plumb unless otherwise approved by the Engineer. HSS rail posts must be square to the top of parapet. Use epoxy mortar under post base plates if gaps larger than 1/16" exist.
Round or chamfer exposed edges of HSS rail and HSS rail posts to approximately 1/16" by grinding.
HSS rail sections must not include less than two posts, and no more than four (except at Abutments).
Chamfer all parapet exposed corners.

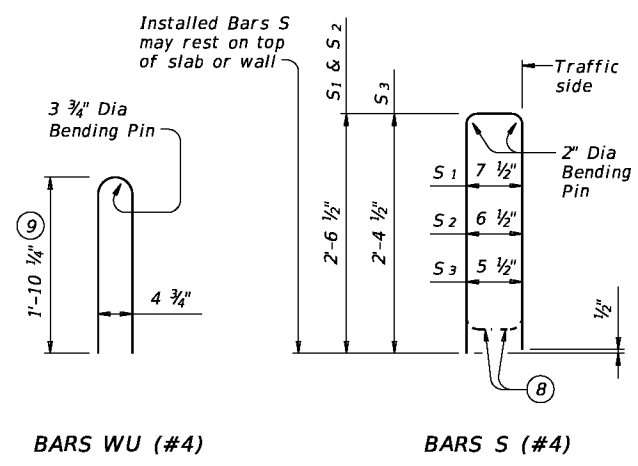
MATERIAL NOTES:

Provide Class "C" concrete.
Provide Grade 60 reinforcing steel.
Provide ASTM A1085 or A500 Gr B or A53 Gr B for all HSS.
Galvanize all metal components of steel rail system. Apply additional coatings when shown elsewhere on the plans. When plans require paint over galvanizing, follow the requirements for painting galvanized steel in Item 804, Sleeve members and anchor bolts must receive galvanization prior to installation and only field paint after installation unless directed otherwise by Engineer.
Deformed Welded Wire Reinforcement (WWR) (ASTM A1064) of equal size and spacing may be substituted for Bars R and S, as shown. Combinations of reinforcing steel and WWR or configurations of WWR other than shown are permitted if conditions in the table are satisfied. Provide the same laps as required for reinforcing bars.
Anchor bolts must be 3/8" Dia ASTM A307 Gr A fully threaded rods with one hex nut and one hardened steel washer (ASTM F436) each. Nuts must conform to ASTM A563 requirements. Embed fully threaded rods into parapet wall with a Type III, Class C, D, E, or F anchor adhesive. Minimum adhesive anchor embedment depth is 3". Anchor adhesive chosen must be able to achieve a nominal bond strength in tension of a single anchor, Na, of 5 kips (edge distance must be accounted for). Submit signed and sealed calculations or the manufacturer's published literature showing the proposed anchor adhesive's ability to develop this load to the Engineer for approval prior to use. Anchor installation, including hole size, drilling, and clean out, must be in accordance with Item 450, "Railing".
Optional cast-in-place anchor bolts must be 3/8" Dia ASTM A307 Gr A bolts (or threaded rods with one tack welded hex nut each) with one hex nut and one hardened steel washer (ASTM F436) at each bolt. Nuts must conform to ASTM A563 requirements.
Provide bar laps, where required, as follows: Uncoated or galvanized ~ #4 = 1'-7"
Epoxy coated ~ #4 = 2'-5"

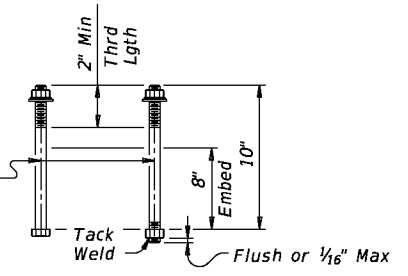
GENERAL NOTES:

Submit erection drawings showing panel lengths, rail post spacing, and anchor bolt setting to the Engineer for approval.
Average weight of railing with no overlay: 380 plf (total)
370 plf (Conc)
10 plf (Steel)

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.



3/8" Dia hex head anchor bolt or threaded rod (ASTM A307 Gr A) with one hardened steel washer (ASTM F436) placed under each hex nut (ASTM A563). One additional hex nut must be furnished and tack welded for each threaded rod.



- (3) HSS 2.875 x 0.203
- (4) HSS 2.375 x 0.154
- (7) No longitudinal wires may be in top center of cage.
- (8) Bend or cut as required to clear drain slots.
- (9) For raised sidewalks, add sidewalk height to total bar height. Use sidewalk height at rail's location.
- (10) See "Material Notes" for anchor bolt information.

ISSUE / REVISION RECORD

NO.	DATE	REVISION

DESIGN	CHECK	GRAPHICS	CHECK
LSE	LSE	LSE	LSE

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COOPER LIEBAU, P.E. 118391
1/21/2019



LAMB-STAR ENGINEERING, L.P.
5700 W. PLANO PARKWAY, SUITE 1000
PLANO, TEXAS 75093 (214) 440-3600
TEXAS REGISTERED ENGINEERING FIRM F-9073

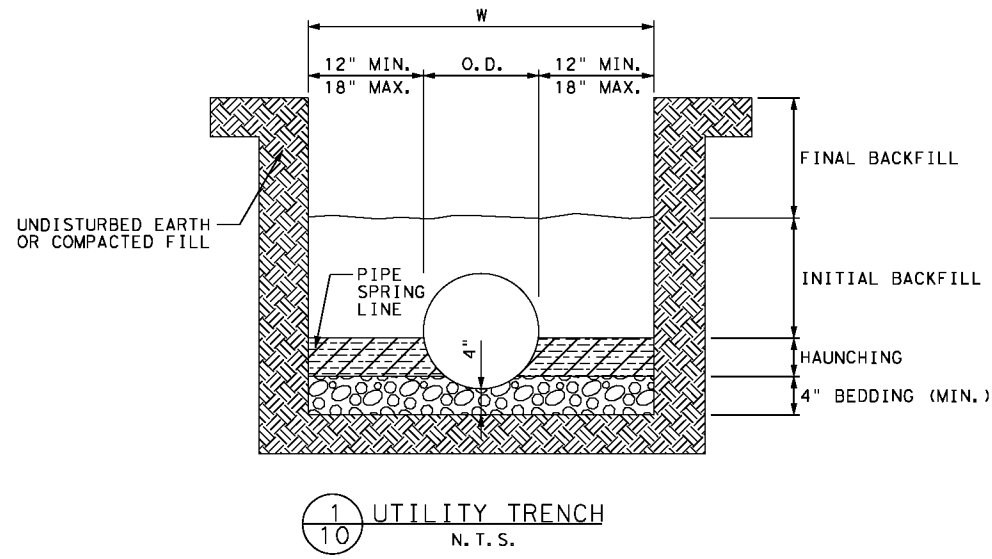


PROJECT NAME
CITY OF CORINTH IMPROVEMENTS
PROJECT NUMBER
B200300.01
SHEET TITLE

RAIL DETAIL

SHEET NUMBER
10





1
 10
 UTILITY TRENCH
 N. T. S.

NOTES:

1. BEDDING SHALL BE CLASS B WORKED BY HAND. (SEE NCTCOG SPECIFICATIONS FOR GRADATION).
2. HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE VOIDS AND SHALL BE TYPE A OR TYPE B COMAPCTED TO 85% STANDARD PROCTOR.
3. INITIAL BACKFILL SHALL BE CLASS I-A WORKED BY HAND, OR CLASS I-B OR CLASS II COMPACTED TO 85% STANDARD PROCTOR.
4. INITIAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS II COMPACTED TO 90% STANDARD PROCTOR.
5. FINAL BACKFILL SHALL BE SELECT OR GRANULAR MATERIAL, AS DEFINED BY NCTCOG SPECIFICATIONS, COMPACTED AS NOTED IN NOTES 3 & 4.

ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	LSE
CHECK	LSE
GRAPHICS	LSE
CHECK	LSE

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 JULIA K PHILLIPS, P.E. 118000
 1/21/2019



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 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-9073



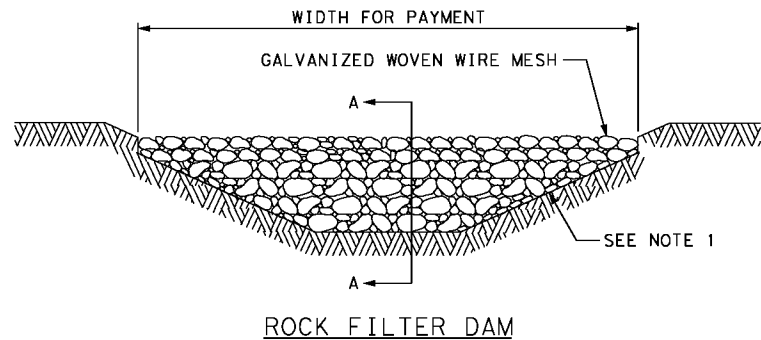
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 PROJECT NUMBER
 B200300.01
 SHEET TITLE



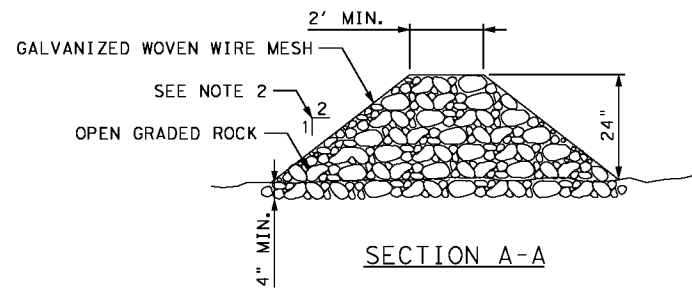
Know what's below.
 Call before you dig.

UTILITY DETAILS
 SHEET NUMBER
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ROCK FILTER DAM

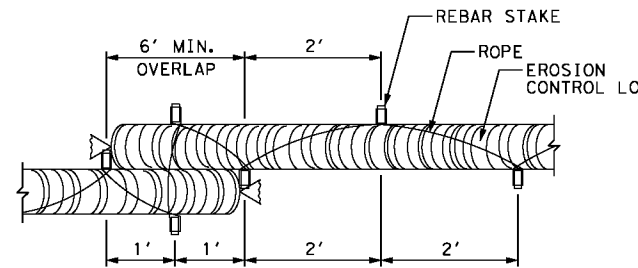
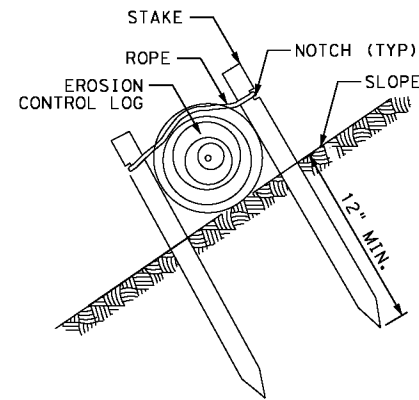


SECTION A-A

1
11 ROCK FILTER DAM
N. T. S.

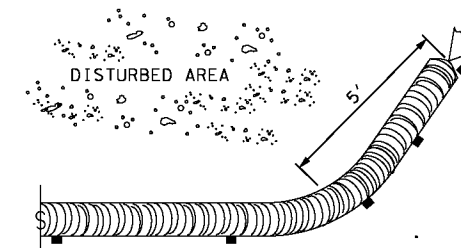
NOTES:

1. FILTER DAMS SHOULD BE EMBEDDED A MINIMUM OF 4" INTO EXISTING GROUND.
2. SIDE SLOPES SHOULD BE 2:1 OR FLATTER.
3. ROCK FILTER DAMS SHALL BE SECURED WITH 20 GAUGE GALVANIZED WOVEN WIRE MESH WITH 1" DIAMETER HEXAGONAL OPENINGS. THE AGGREGATE SHALL BE PLACED ON THE MESH TO THE HEIGHT & SLOPES SPECIFIED. THE MESH SHALL BE FOLDED AT THE UPSTREAM SIDE OVER THE AGGREGATE AND TIGHTLY SECURED TO ITSELF ON THE DOWNSTREAM SIDE USING WIRE TIES OR HOG RINGS. FOR IN STREAM USE, THE MESH SHOULD BE SECURED OR STAKED TO THE STREAM BED PRIOR TO AGGREGATE PLACEMENT.



STAKE AND LASHING ANCHORING

N. T. S.

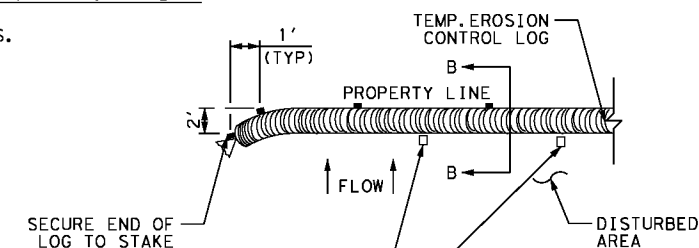


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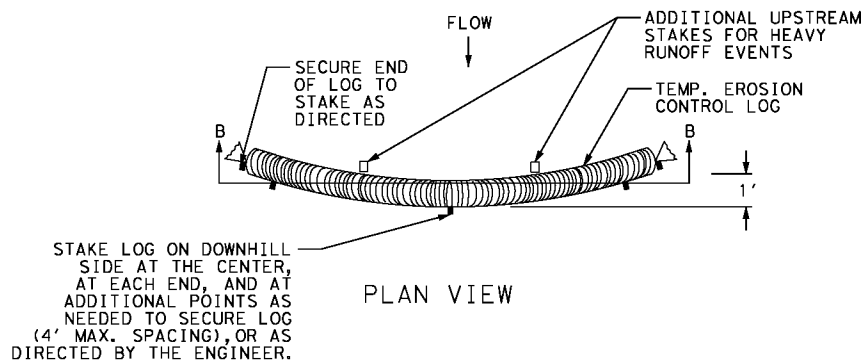
N. T. S.

EROSION CONTROL LOG SPACING TABLE	
SLOPE	SPACING
1:1 OR STEEPER	15'
2:1	30'
3:1	45'
4:1 OR FLATTER	60'

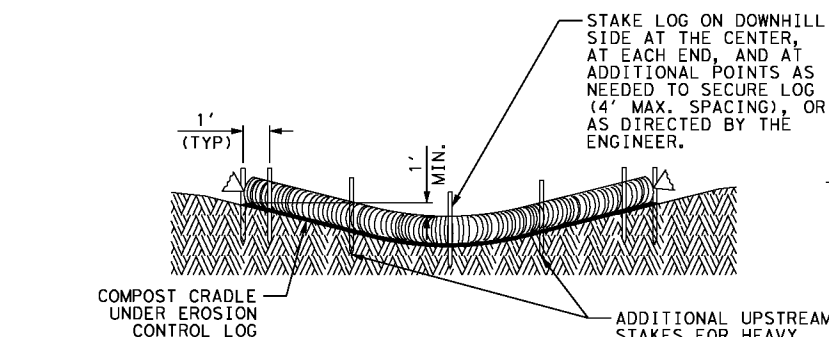
TABLE B



PLAN VIEW



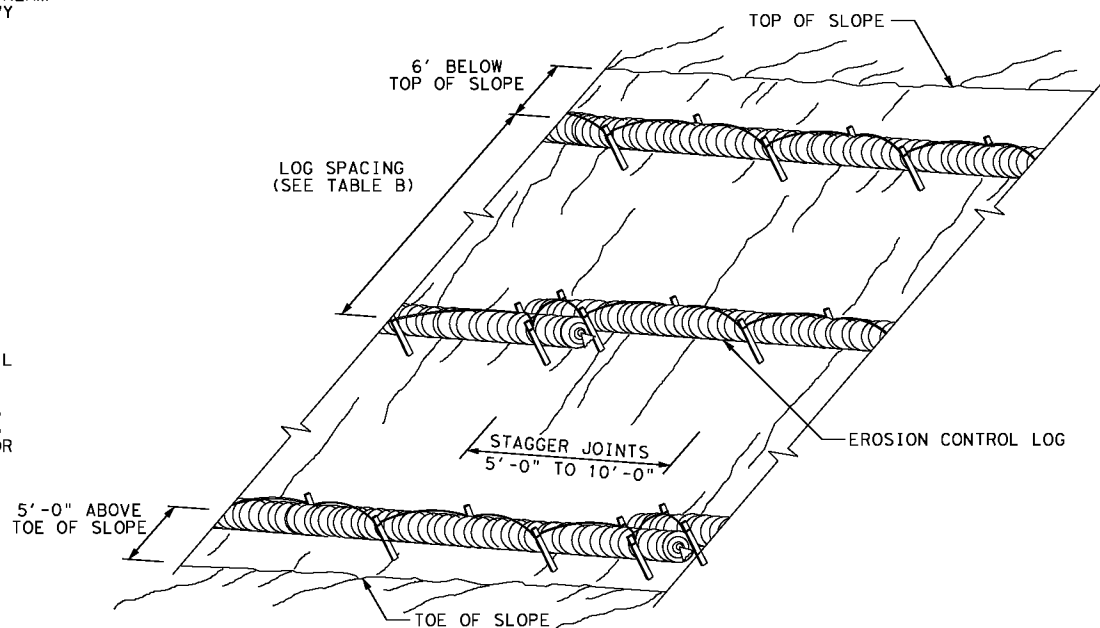
PLAN VIEW



SECTION B-B

EROSION CONTROL LOG DAM

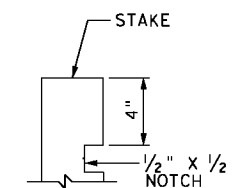
N. T. S.



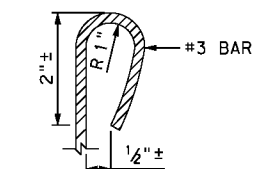
EROSION CONTROL LOG ON SLOPES

STAKE AND LASHING ANCHORING

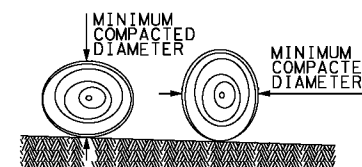
2
11 EROSION CONTROL LOGS
N. T. S.



NOTCH



REBAR STAKES



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS



Know what's below.
Call before you dig.

ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	CHECK	GRAPHICS	CHECK
LSE	LSE	LSE	LSE

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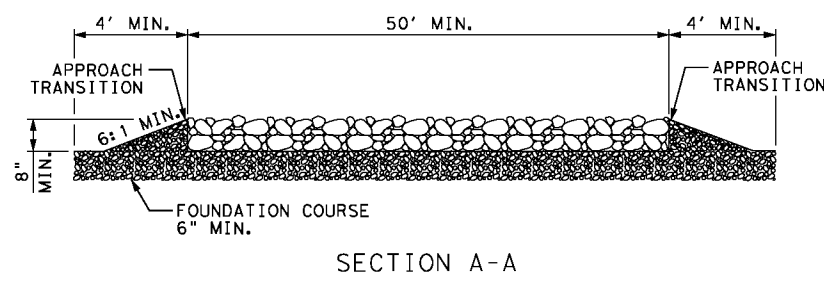
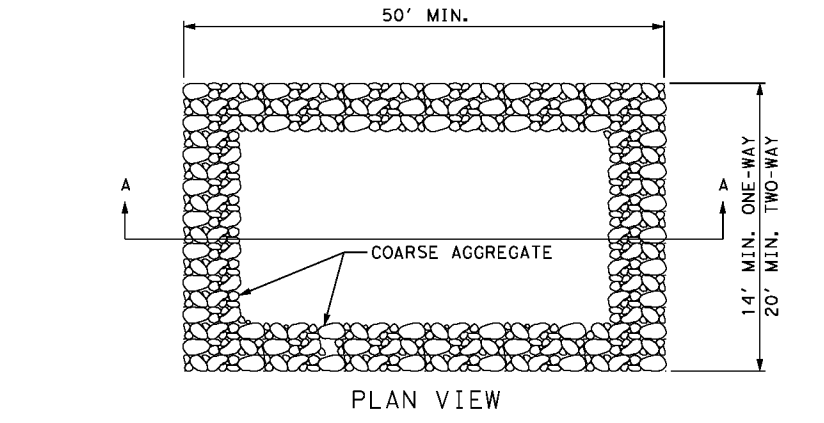
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 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-9073



PROJECT NAME
CITY OF CORINTH IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

SW3P DETAILS

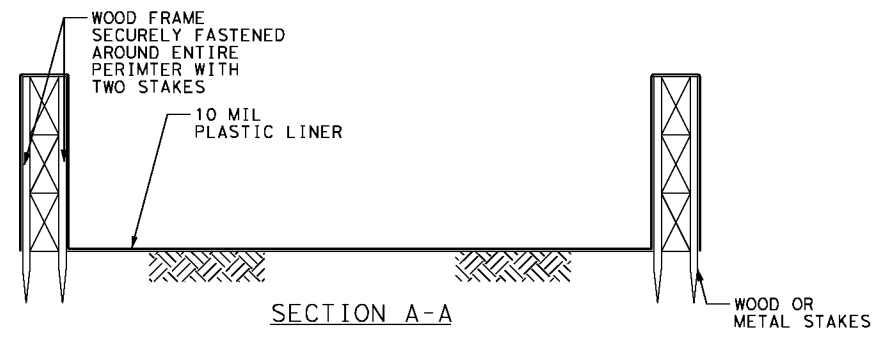
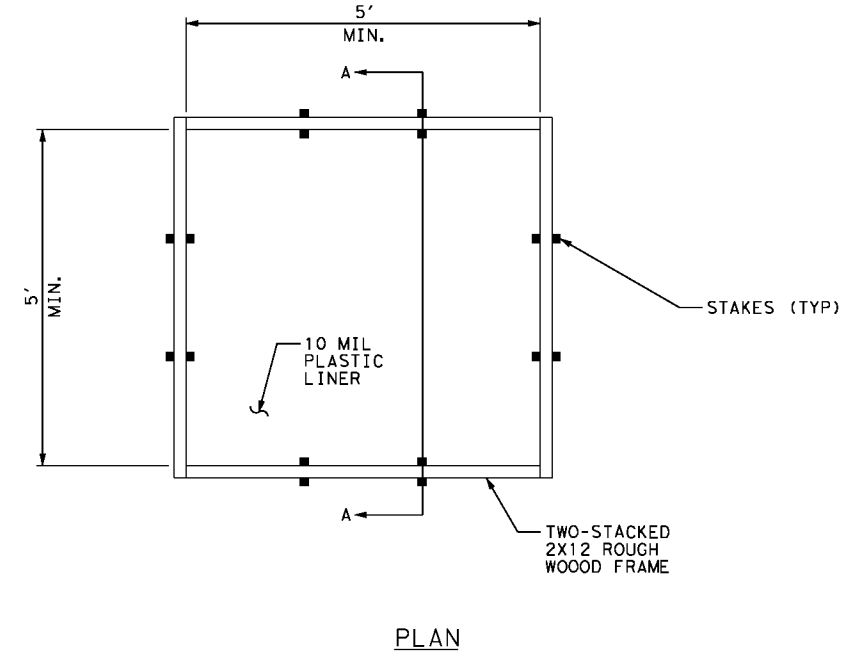
SHEET NUMBER
 12



1
12 CONSTRUCTION EXIT
N.T.S.

GENERAL NOTES:

1. THE LENGTH OF THE CONSTRUCTION EXIT SHALL BE INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE COARSE AGGREGATE SHOULD BE OPEN GRADED WITH A SIZE OF 4" TO 8".
3. THE APPROACH TRANSITIONS SHOULD BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
4. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, OR OTHER MATERIALS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.
7. CONSTRUCT EXITS WITH A WIDTH OF AT LEAST 14' FOR ONE-WAY AND 20' FOR TWO-WAY TRAFFIC FOR THE FULL WIDTH OF THE EXIT, OR AS DIRECTED BY THE ENGINEER.



2
12 CONCRETE WASHOUT
N.T.S.

ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	CHECK
LSE	LSE
GRAPHICS	LSE
CHECK	LSE

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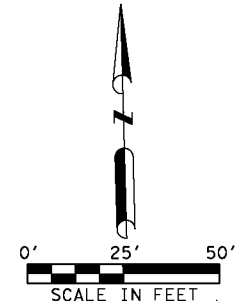


PROJECT NAME
CITY OF CORINTH IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

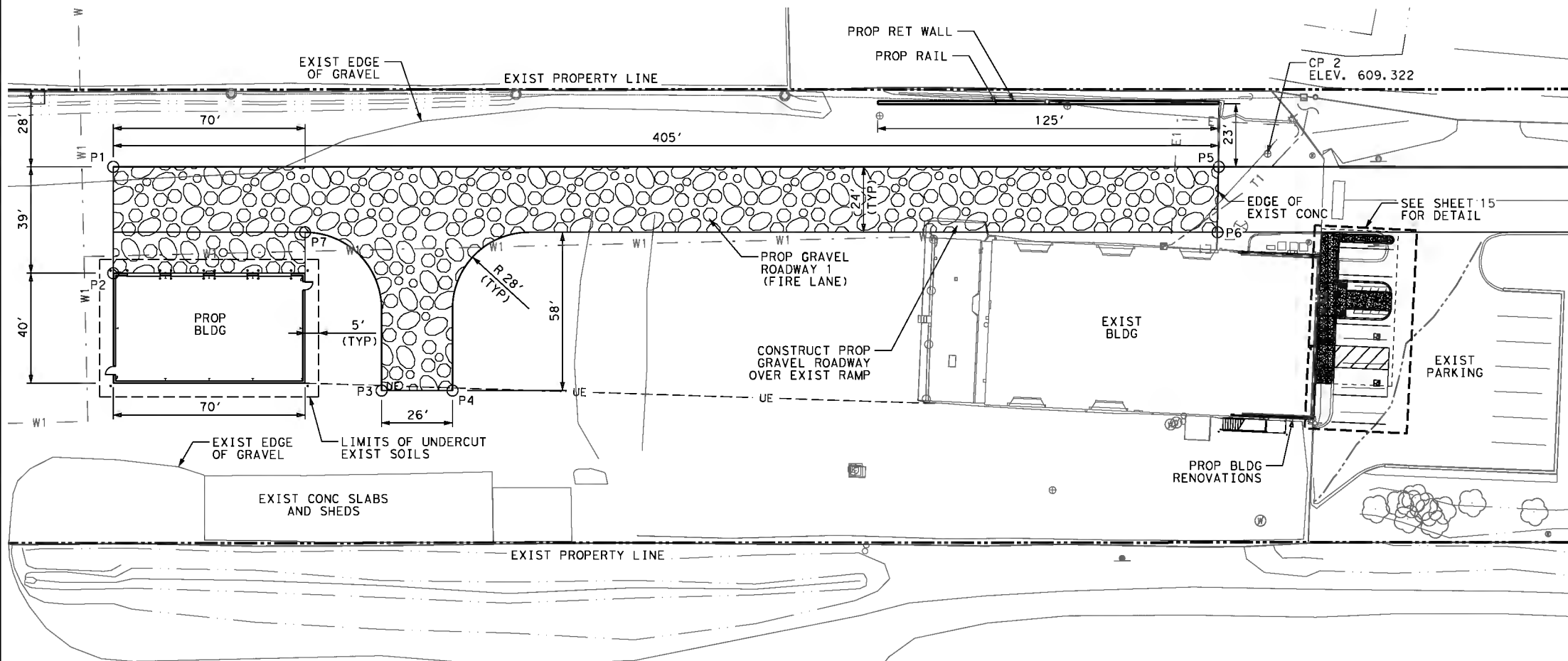


SW3P DETAILS
 SHEET NUMBER
 13

POINT NAME	NORTHING	EASTING
P1	7108983.55	2408124.47
P2	7108959.56	2408123.90
P3	7108899.26	2408220.76
P4	7108898.65	2408246.75
P5	7108974.02	2408529.35
P6	7108950.04	2408528.30
P7	7108957.91	2408194.13

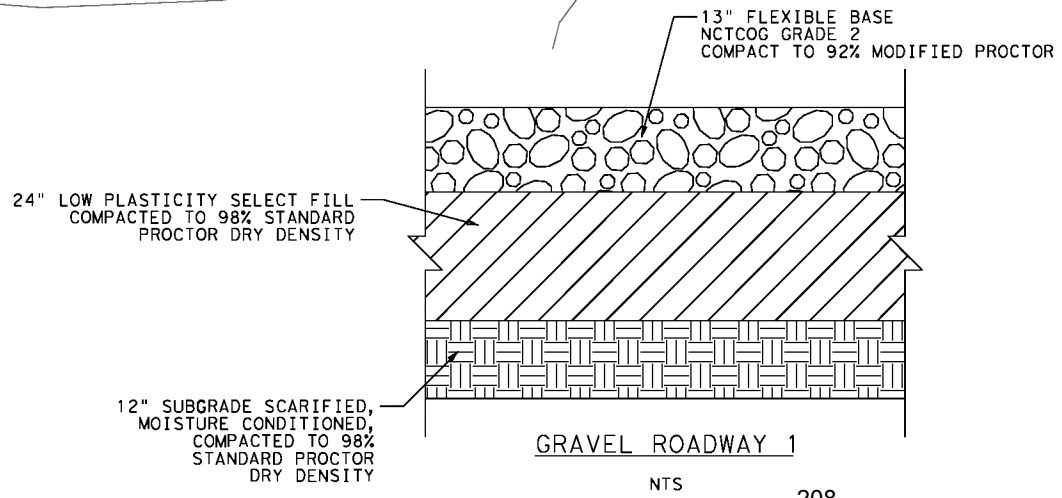


- EXISTING LEGEND**
- ⊙ ELECTRIC METER
 - ⊞ ELECTRIC PEDESTAL
 - ⊙ WATER METER
 - ⊙ GAS METER
 - ⊙ SIGN STRUCTURE
 - ⊙ WATER VALVE
 - ⊞ ELECTRIC PULLBOX
 - ⊙ POWER POLE
 - ⊙ CONTROL POINT
 - ⊙ TREE
 - ⊙ SANITARY CLEAN OUT
 - ⊙ FIRE HYDRANT
 - ⊙ WATER FAUCET



SITE NOTES

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- NOTIFY THE CITY INSPECTOR TWENTY-FOUR (24) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
- ALL DIMENSIONS ARE FROM FACE OF BUILDING, FACE OF CURB, AND FACE OF WALL UNLESS OTHERWISE SPECIFIED ON PLANS.
- CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
- UNDERCUT EXISTING SOILS TO A DEPTH OF 4' BELOW EXISTING GRADE IN THE AREA BENEATH AND 5' BEYOND EXTERIOR OF PROPOSED BUILDING.
- SHORING SHALL BE PROVIDED AS NECESSARY FOR THE PROTECTION OF THE WORK AND FOR THE SAFETY OF PERSONNEL. SHORING SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. AND LOCAL REGULATIONS.
- SEE RETAINING WALL DETAIL SHEET FOR ADDITIONAL INFORMATION.
- SEE ARCHITECTURAL PLANS FOR PROP BUILDING INFORMATION.
- SEE SURVEY FOR CONTROL POINT INFORMATION.



NOTE: SUBGRADE PREPARATION SHALL EXTEND A MINIMUM OF 2' BEYOND PROPOSED EDGE OF GRAVEL ROADWAY.

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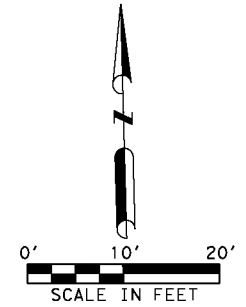
PROJECT NAME
PUBLIC WORKS IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

PAVING PLAN

SHEET NUMBER
14



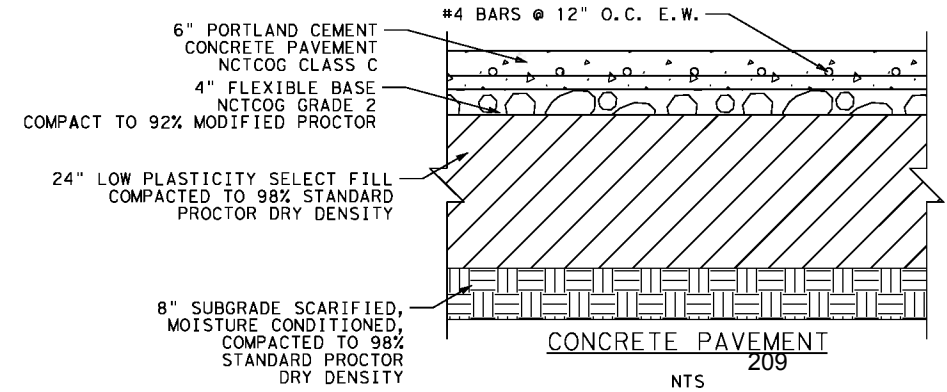
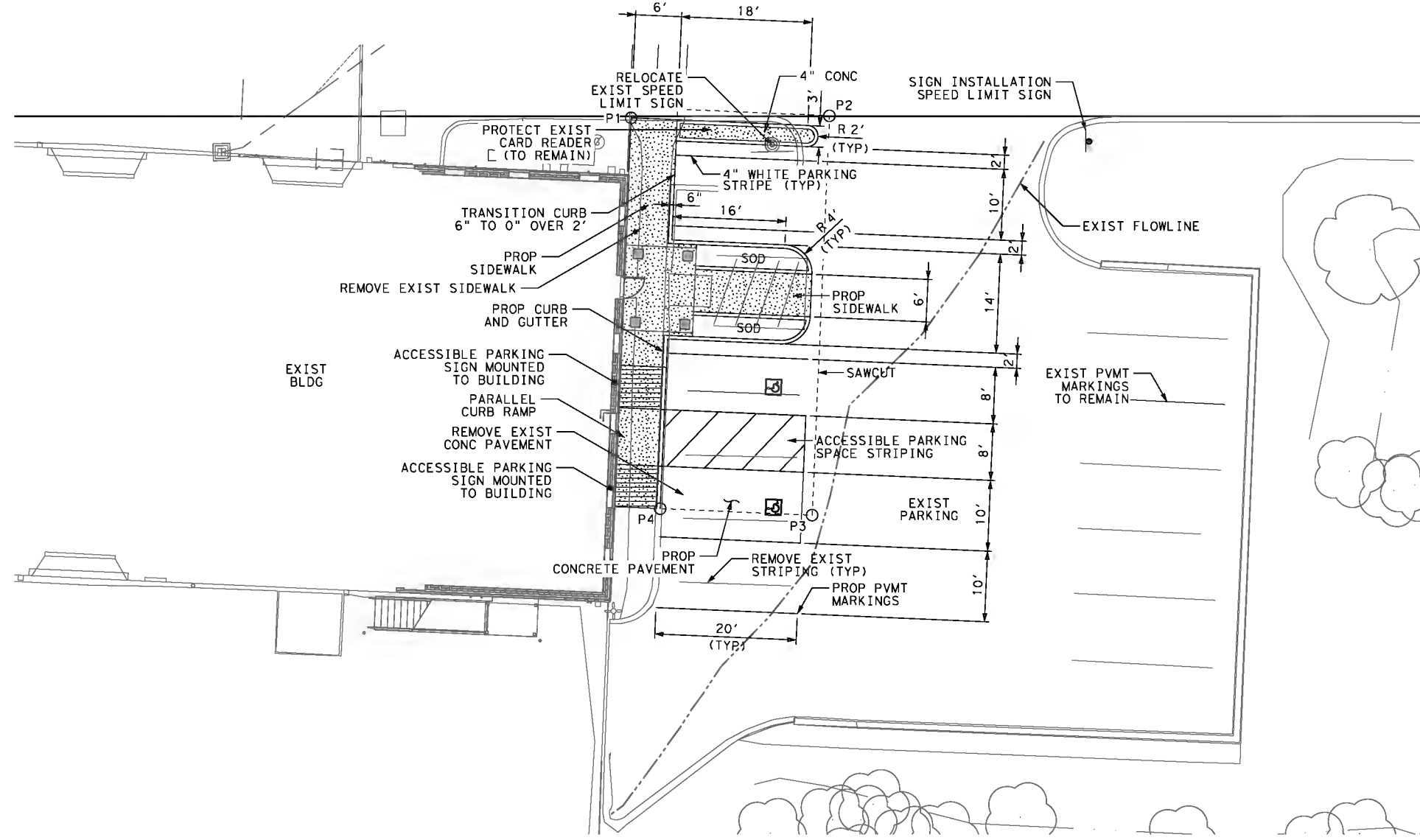
POINT NAME	NORTHING	EASTING
P1	7108948.91	2408566.49
P2	7108948.54	2408594.52
P3	7108892.17	2408590.75
P4	7108893.60	2408569.30



- EXISTING LEGEND**
- ⊙ ELECTRIC METER
 - ⊞ ELECTRIC PEDESTAL
 - ⊙ WATER METER
 - ⊙ GAS METER
 - ⊙ SIGN STRUCTURE
 - ⊙ WATER VALVE
 - ⊞ ELECTRIC PULLBOX
 - ⊙ POWER POLE
 - ⊙ CONTROL POINT
 - ⊙ TREE
 - ⊙ SANITARY CLEAN OUT
 - ⊙ FIRE HYDRANT
 - ⊙ WATER FAUCET

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- SEE SITE DETAILS FOR ADDITIONAL INFORMATION.



- NOTES:**
- INSTALL #4 BARS, 24" LONG @ 12" O.C. BY DRILLING & EPOXY 12" INTO EXISTING CONCRETE PAVEMENT.
 - SAWCUT JOINTS AT 20' SPACING IN NEW PAVEMENT.

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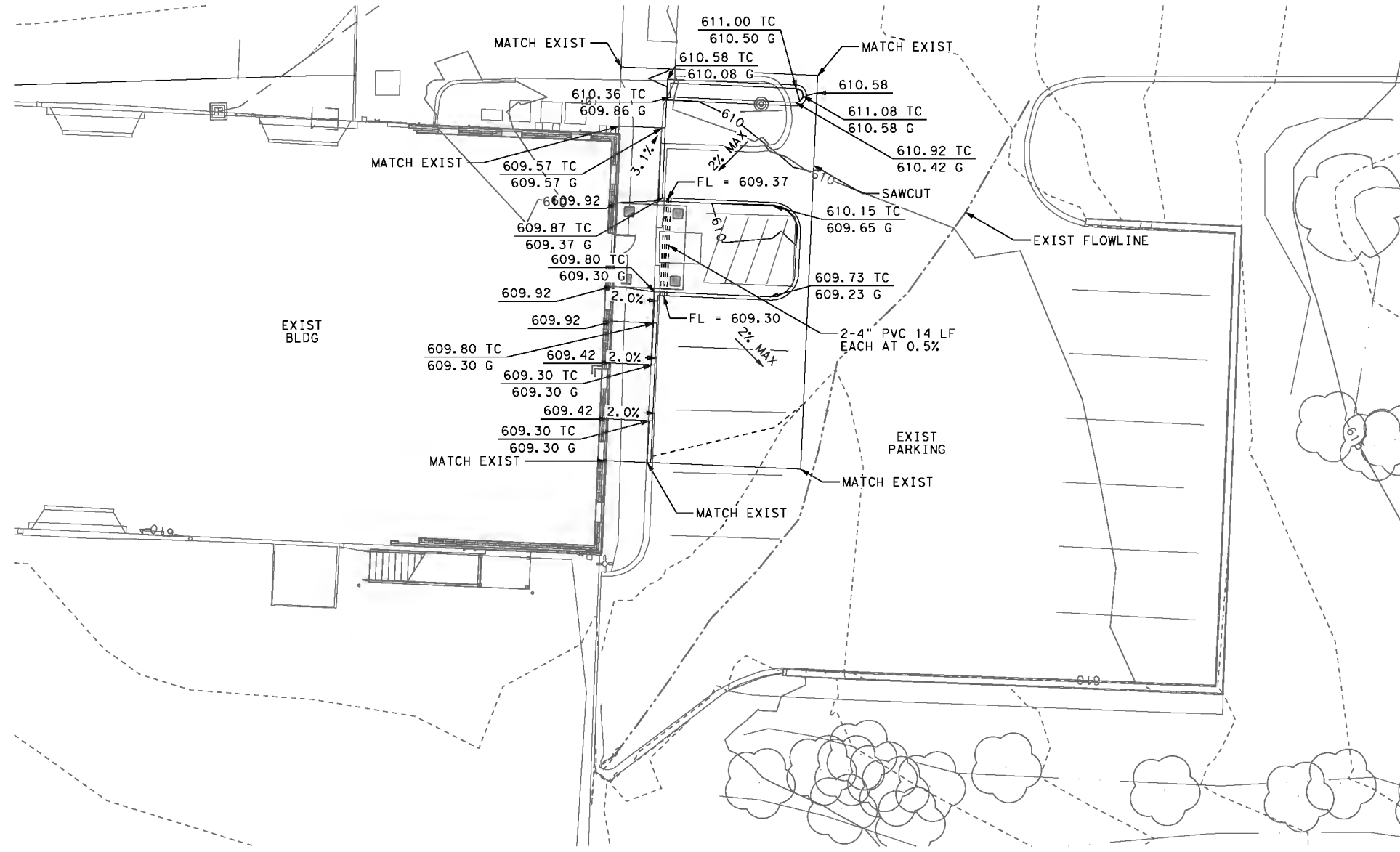


PROJECT NAME
PUBLIC WORKS IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

PAVING PLAN

SHEET NUMBER
15





EXISTING LEGEND

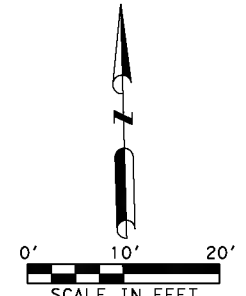
- ⊗ ELECTRIC METER
- ⊞ ELECTRIC PEDESTAL
- ⊗ WATER METER
- ⊙ GAS METER
- ⊙ SIGN STRUCTURE
- ⊗ WATER VALVE
- ⊞ ELECTRIC PULLBOX
- ⊙ POWER POLE
- ⊙ CONTROL POINT
- ⊙ TREE
- ⊙ SANITARY CLEAN OUT
- ⊙ FIRE HYDRANT
- ⊕ WATER FAUCET

PROPOSED LEGEND

- 580- PROPOSED CONTOUR
- - - PROPOSED BREAKLINE
- ← X.XX% DRAINAGE SLOPE AND DIRECTION

GRADING NOTES

1. ALL GRADING AND SITE PREPARATION SHALL CONFORM WITH SPECIFICATIONS CONTAINED IN THE GEOTECHNICAL REPORT.
2. PRIOR TO ANY EXCAVATION OF THE PROJECT SITE THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
4. ALL INDICATED ELEVATIONS ARE FINISHED ELEVATIONS.
5. FIELD VERIFY LOCATIONS, SIZES AND IF APPLICABLE INVERTS OF EXISTING UTILITIES FOR PROPOSED CONNECTIONS PRIOR TO CONSTRUCTION.
6. LOCATE AND PROTECT ALL UTILITIES ASSOCIATED WITH THE PROJECT PRIOR TO CONSTRUCTION.
7. MAINTAIN PROPER SITE DRAINAGE AT ALL TIMES DURING CONSTRUCTION. PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
8. CUT AND FILL SLOPES SHALL HAVE A MAXIMUM SLOPE OF 3:1.
9. ALL TREES, BRUSH, AND ORGANIC TOPSOIL AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED, UNLESS OTHERWISE SPECIFIED, AND DISPOSED OF AT AN OFF-SITE LOCATION, WITH THE EXCEPTION THAT ENOUGH TOPSOIL SHALL BE RETAINED FOR RESPREAD AND GENERAL LANDSCAPING.
10. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
11. IF AREAS ARE DISTURBED BEYOND PROPOSED GRADES BY NEGLIGENCE OF THE CONTRACTOR, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REGRADING OR REPAIR TO MATCH ORIGINAL EXISTING CONDITIONS.
12. SHORING SHALL BE DONE AS NECESSARY FOR THE PROTECTION OF THE WORK AND FOR THE SAFETY OF THE PERSONNEL. SHORING SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. AND LOCAL REGULATIONS.
13. SEE SURVEY FOR CONTROL POINT INFORMATION.



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PUBLIC WORKS IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

GRADING PLAN

SHEET NUMBER
18

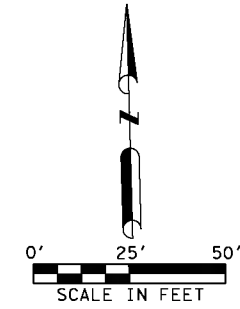


SEQUENCE OF CONSTRUCTION:

- PHASE I**
1. INSTALL STABILIZED CONSTRUCTION EXITS.
 2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
 3. INSTALL EROSION LOGS AND ROCK FILTER DAMS AS INDICATED ON THE PLAN.
 4. BEGIN GRADING THE SITE.
- PHASE II**
5. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
 6. INSTALL UTILITIES.
 7. COMPLETE GRADING.
 8. PLACE PAVEMENT AND FINAL SEEDING.
 9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

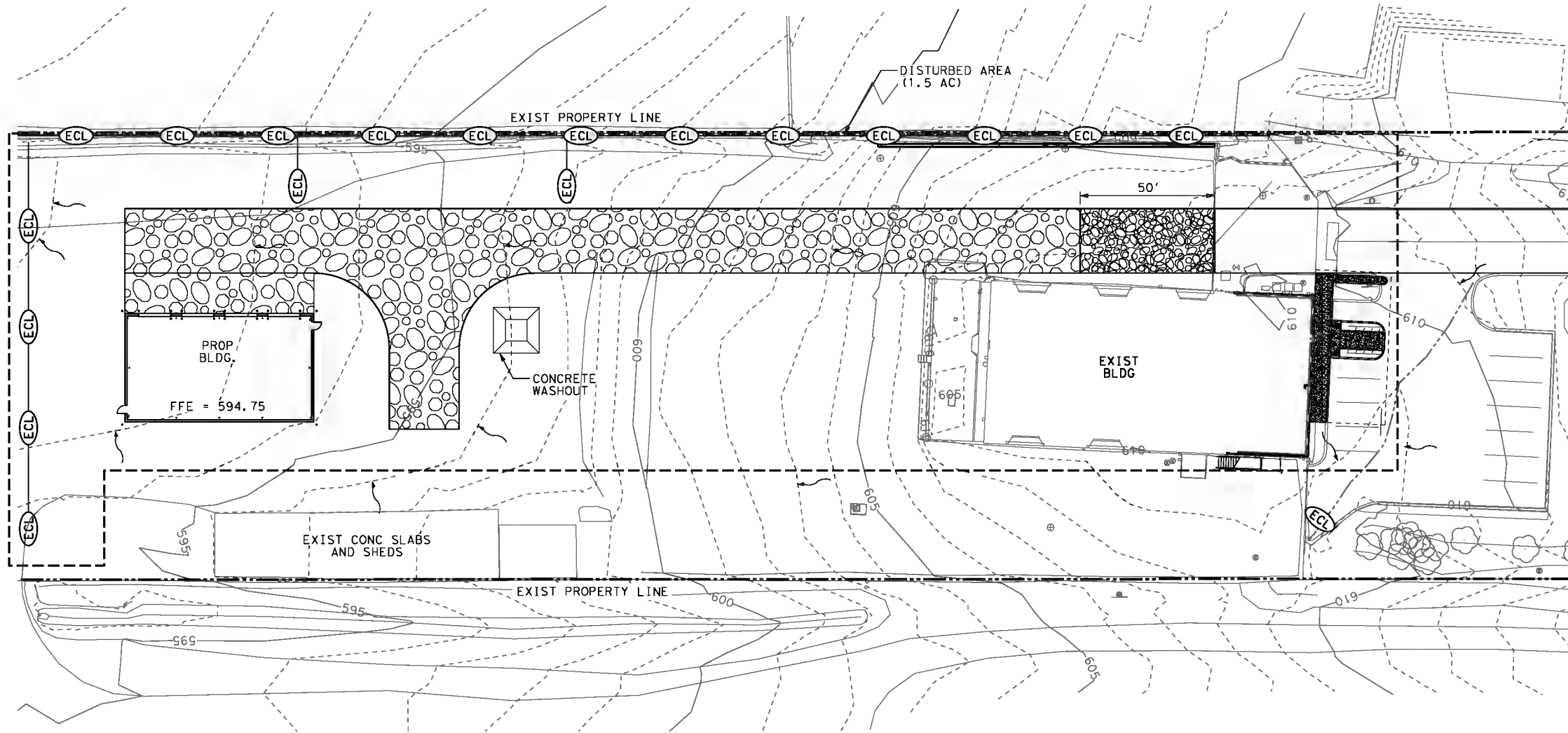
NAME OF RECEIVING WATERS:

100% OF THE PROJECT FLOWS INTO LAKE LEWISVILLE, WHICH FLOWS INTO THE UPPER TRINITY RIVER. (STREAM SEGMENT 0805).



LEGEND

- 12" EROSION CONROL LOG
- ROCK FILTER DAM
- CONCRETE WASHOUT
- CONSTRUCTION EXIT
- DIRECTION OF FLOW



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NO.	DATE

DESIGN	CHECK	GRAPHICS	CHECK
LSE	LSE	LSE	LSE

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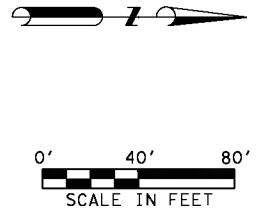
PROJECT NAME
PUBLIC WORKS IMPROVEMENTS
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

SW3P
 SHEET NUMBER
20

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE												
NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE												
CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CONSTRUCTION EXITS												
TEMPORARY PARKING / STORAGE AREA												
TEMPORARY CONTROL MEASURES												
BEGIN GRADING												
FOUNDATION / BUILDING CONSTRUCTION												
UTILITIES												
FINISH GRADING / PAVING												
LANDSCAPING / SEED / FINAL STABILIZATION												



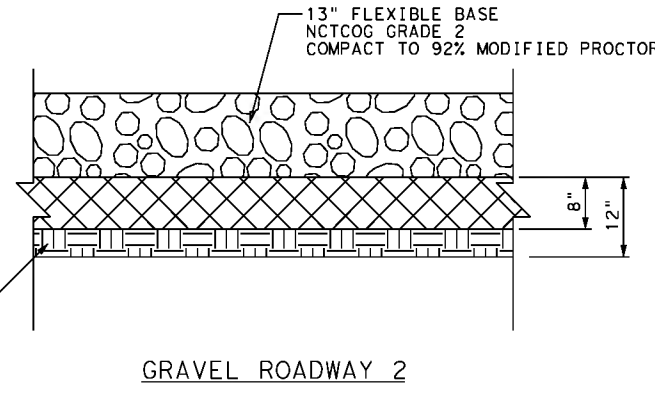
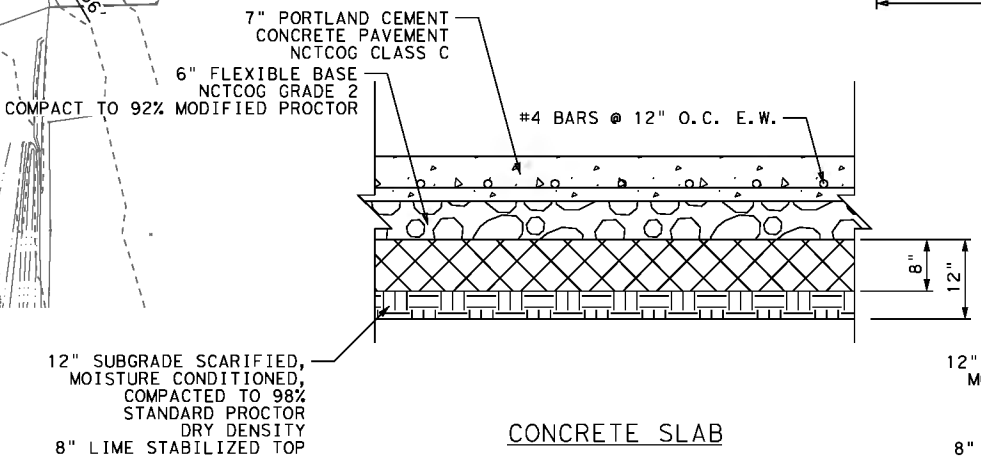
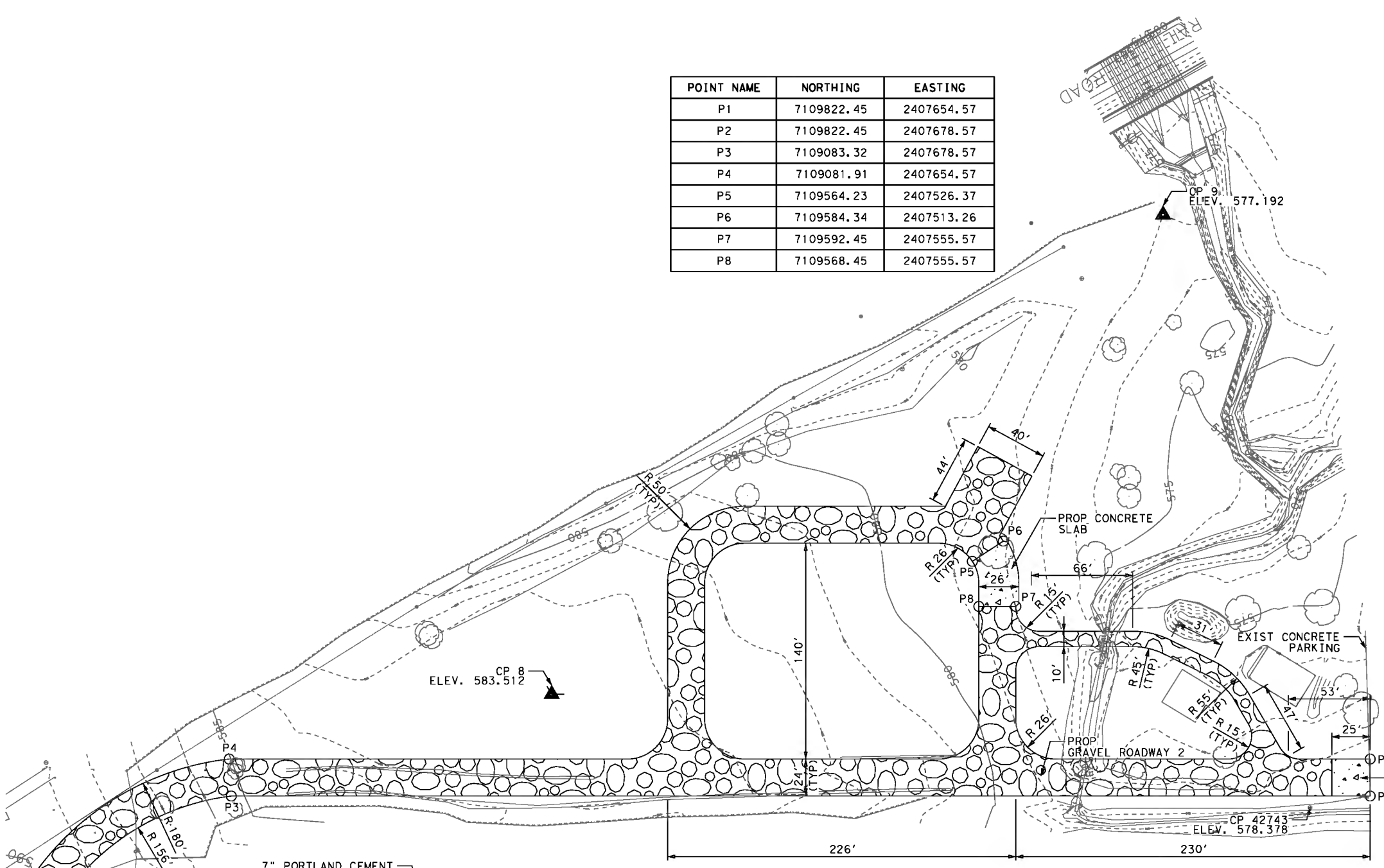
POINT NAME	NORTHING	EASTING
P1	7109822.45	2407654.57
P2	7109822.45	2407678.57
P3	7109083.32	2407678.57
P4	7109081.91	2407654.57
P5	7109564.23	2407526.37
P6	7109584.34	2407513.26
P7	7109592.45	2407555.57
P8	7109568.45	2407555.57



- EXISTING LEGEND**
- ⊙ ELECTRIC METER
 - ⊞ ELECTRIC PEDESTAL
 - ⊙ WATER METER
 - ⊙ GAS METER
 - ⊙ SIGN STRUCTURE
 - ⊙ WATER VALVE
 - ⊞ ELECTRIC PULLBOX
 - ⊙ POWER POLE
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NOTES:

- INSTALL #4 BARS, 24" LONG @ 12" O.C. BY DRILLING & EPOXY 12" INTO EXISTING CONCRETE PAVEMENT.
- SAWCUT JOINTS AT 20' SPACING IN NEW PAVEMENT.
- SUBGRADE PREPARATION AND LIME STABILIZATION SHALL EXTEND A MINIMUM OF 2' BEYOND PROPOSED EDGE OF GRAVEL ROADWAY.

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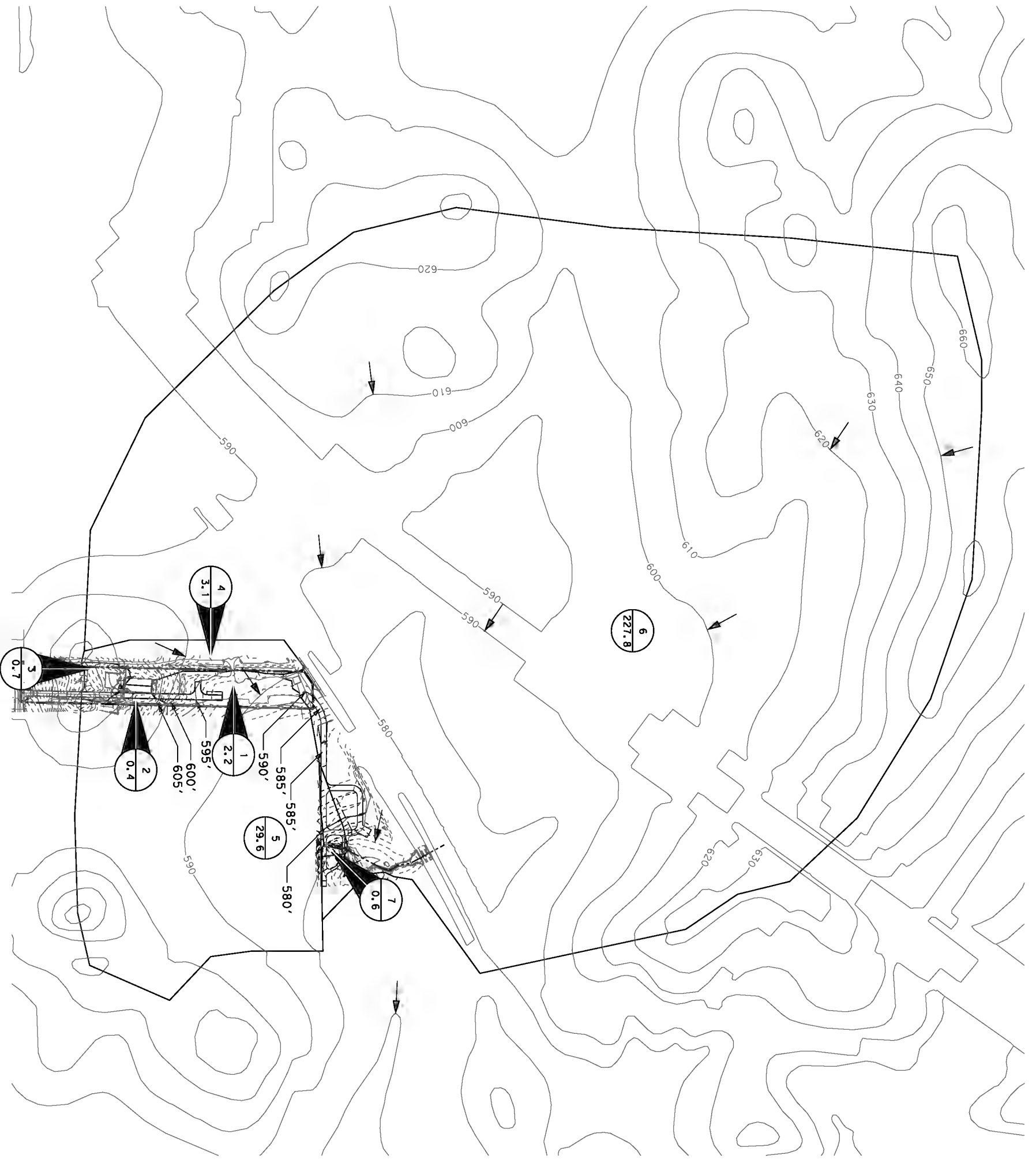


PROJECT NAME
LCFD PRACTICE FACILITY
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

PAVING PLAN

SHEET NUMBER
21





216

LEGEND

- DRAINAGE AREA ID
- AREA (ACRES)
- DRAINAGE FLOW BOUNDARY
- FLOW ARROW
- 10 FT CONTOUR

0' 250' 500'
 SCALE IN FEET



PROJECT NAME
LCFD PRACTICE FACILITY

PROJECT NUMBER
 B200300.01

SHEET TITLE
DRAINAGE AREA MAP

SHEET NUMBER
22

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DESIGN			
CHECK			
GRAPHICS			
CHECK			

RATIONAL METHOD CALCULATIONS, CPW															
BASIN ID	OVERALL AREA (AC)	T _c (MIN)	RUNOFF COEFFICIENT (C)	INTENSITY, I (IN/HR)						RUNOFF, Q (CFS)					
				I _{50x}	I _{20x}	I _{10x}	I _{5x}	I _{2x}	I _{1x}	Q _{50x}	Q _{20x}	Q _{10x}	Q _{5x}	Q _{2x}	Q _{1x}
1	2.2	10	0.53	5.20	6.70	7.90	9.20	10.50	11.60	6.15	7.93	9.35	10.89	12.43	13.73
2	0.4	10	0.61	5.20	6.70	7.90	9.20	10.50	11.60	1.15	1.48	1.75	2.04	2.33	2.57
3	0.7	10	0.49	5.20	6.70	7.90	9.20	10.50	11.60	1.78	2.29	2.70	3.15	3.59	3.97
4	3.1	10	0.38	5.20	6.70	7.90	9.20	10.50	11.60	7.48	9.64	11.37	13.24	15.11	16.69

RATIONAL METHOD CALCULATIONS, LCFD															
BASIN ID	OVERALL AREA (AC)	T _c (MIN)	RUNOFF COEFFICIENT (C)	INTENSITY, I (IN/HR)						RUNOFF, Q (CFS)					
				I _{50x}	I _{20x}	I _{10x}	I _{5x}	I _{2x}	I _{1x}	Q _{50x}	Q _{20x}	Q _{10x}	Q _{5x}	Q _{2x}	Q _{1x}
5	32.2	10	0.38	5.20	6.70	7.90	9.20	10.50	11.60	86.98	112.07	132.14	153.89	175.64	194.04
7	32.8	10	0.38	5.20	6.70	7.90	9.20	10.50	11.60	88.71	114.30	134.77	156.95	179.12	197.89

CULVERT INPUT DATA								
CULVERT ID	DESCRIPTION	DRAINAGE AREA ID	INLET STATION (FT)	INLET ELEVATION (FT)	OUTLET STATION (FT)	OUTLET ELEVATION (FT)	DOWNSTREAM BOUNDARY CONDITIONS	MANNING'S "n" VALUE
CULV-1	3-36" X 53' RCP	DA-5	0	575.25	53	574.25	DS BOUNDARY SL = 1.15%	0.03
CULV-2	3-36" X 42' RCP	DA-7	0	572.54	42	572.20	DS BOUNDARY SL = 1.15%	0.03

CULVERT HYDRAULICS														
CULVERT ID	DESCRIPTION	DRAINAGE AREA ID	5-YEAR (DESIGN)						100-YEAR (CHECK)					
			RUNOFF (CFS)	CULVERT DISCHARGE (CFS)	HW ELEV (FT)	TW ELEV (FT)	OUTLET VELOCITY (FPS)	TW VELOCITY (FPS)	RUNOFF (CFS)	CULVERT DISCHARGE (CFS)	HW ELEV (FT)	TW ELEV (FT)	OUTLET VELOCITY (FPS)	TW VELOCITY (FPS)
CULV-1	3-36" X 53' RCP	DA-5	114.3	114.3	578.58	576.64	10.81	5.99	197.9	139.0	579.28	577.22	11.32	6.87
CULV-2	3-36" X 42' RCP	DA-7	114.3	114.3	575.84	574.62	6.08	5.99	197.9	158.7	577.22	575.20	7.48	6.87

GENERAL NOTES:

1. DRAINAGE ANALYSIS PERFORMED IN CONFORMANCE WITH THE CITY OF CORINTH ENGINEERING STANDARDS MANUAL.
2. HY-8 USED TO ANALYZE CULVERTS.
3. RATIONAL METHOD USED TO ANALYZE DRAINAGE BASINS.
4. DA-5 INCLUDES DA-1 & DA-2. DA-6 INCLUDES ALL DRAINAGE AREAS SHOWN. DA-7 INCLUDES DA-5.

ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	CHECK	GRAPHICS	CHECK
--------	-------	----------	-------

PRELIMINARY
 FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
 Prepared by or under the Direct Supervision of
 JULIA K PHILLIPS, P.E. 118000
 1/21/2019

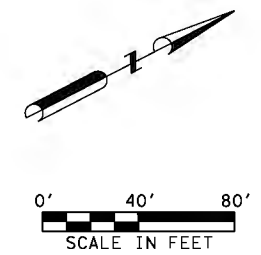
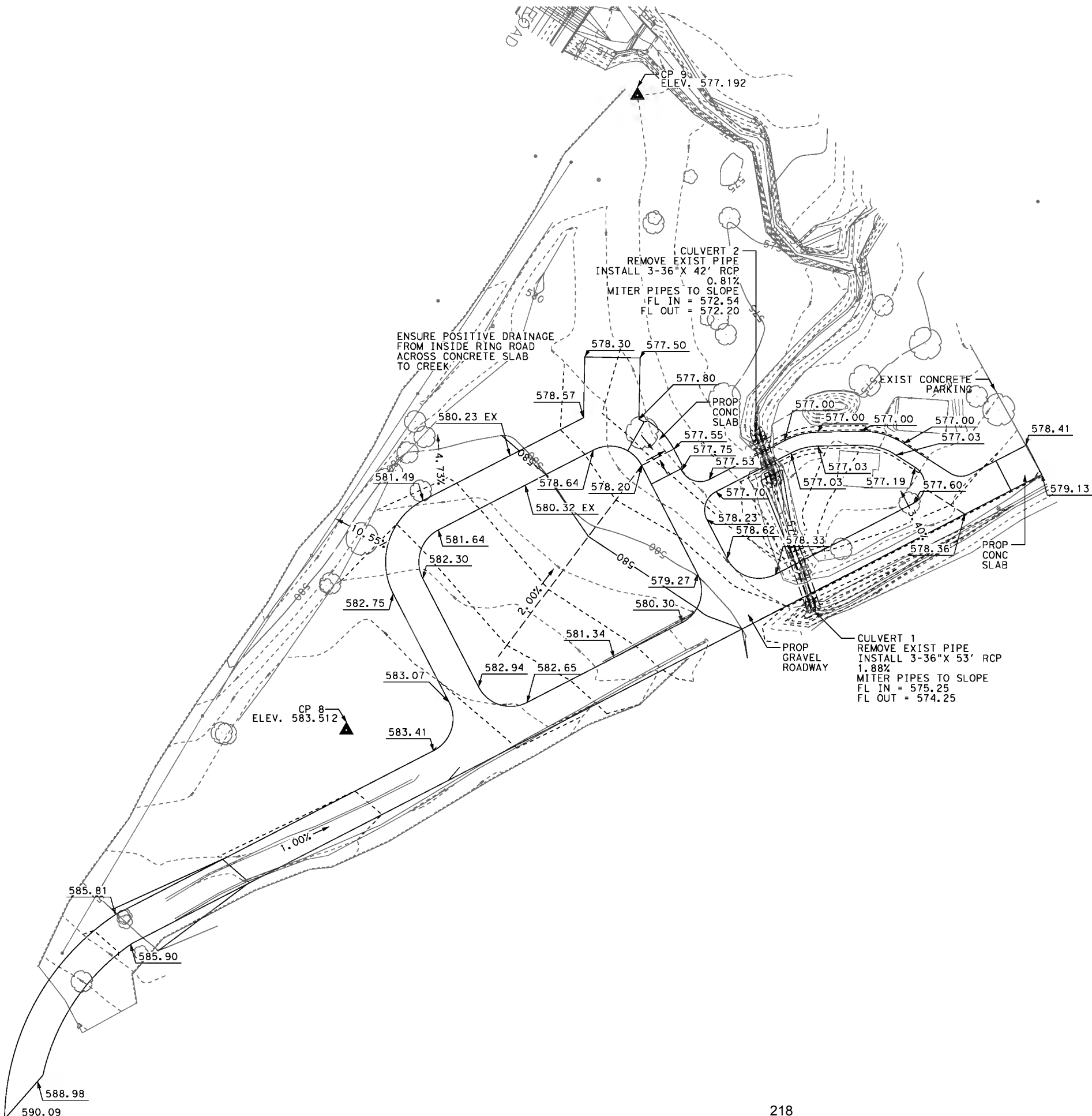


LAMB-STAR ENGINEERING, L.P.
 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-9073



PROJECT NAME
LCFD PRACTICE FACILITY
 PROJECT NUMBER
 B200300.01
 SHEET TITLE
HYDROLOGIC & HYDRAULIC CALCULATIONS
 SHEET NUMBER
23





- EXISTING LEGEND**
- ⊗ ELECTRIC METER
 - ⊞ ELECTRIC PEDESTAL
 - ⊙ WATER METER
 - ⊙ GAS METER
 - ⊙ SIGN STRUCTURE
 - ⊗ WATER VALVE
 - ⊞ ELECTRIC PULLBOX
 - ⊙ POWER POLE
 - ⊙ CONTROL POINT
 - ⊙ TREE
 - ⊙ SANITARY CLEAN OUT
 - ⊙ FIRE HYDRANT
 - ⊕ WATER FAUCET

- PROPOSED LEGEND**
- 580- PROPOSED CONTOUR
 - PROPOSED BREAKLINE
 - ← X.XXX DRAINAGE SLOPE AND DIRECTION

GRADING NOTES

1. ALL GRADING AND SITE PREPARATION SHALL CONFORM WITH SPECIFICATIONS CONTAINED IN THE GEOTECHNICAL REPORT.
2. PRIOR TO ANY EXCAVATION OF THE PROJECT SITE THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
4. ALL INDICATED ELEVATIONS ARE FINISHED ELEVATIONS.
5. FIELD VERIFY LOCATIONS, SIZES AND IF APPLICABLE INVERTS OF EXISTING UTILITIES FOR PROPOSED CONNECTIONS PRIOR TO CONSTRUCTION.
6. LOCATE AND PROTECT ALL UTILITIES ASSOCIATED WITH THE PROJECT PRIOR TO CONSTRUCTION.
7. MAINTAIN PROPER SITE DRAINAGE AT ALL TIMES DURING CONSTRUCTION. PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
8. INSTALL ALL APPROPRIATE TREE PROTECTION MEASURES PRIOR TO GRADING.
9. CUT AND FILL SLOPES SHALL HAVE A MAXIMUM SLOPE OF 3:1.
10. ALL TREES, BRUSH, AND ORGANIC TOPSOIL AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED, UNLESS OTHERWISE SPECIFIED, AND DISPOSED OF AT AN OFF-SITE LOCATION, WITH THE EXCEPTION THAT ENOUGH TOPSOIL SHALL BE RETAINED FOR RESPREAD AND GENERAL LANDSCAPING.
11. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. IF AREAS ARE DISTURBED BEYOND PROPOSED GRADES BY NEGLIGENCE OF THE CONTRACTOR, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REGRADING OR REPAIR TO MATCH ORIGINAL EXISTING CONDITIONS.
13. SHORING SHALL BE DONE AS NECESSARY FOR THE PROTECTION OF THE WORK AND FOR THE SAFETY OF THE PERSONNEL. SHORING SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. AND LOCAL REGULATIONS.
14. SEE SURVEY FOR CONTROL POINT INFORMATION.

ISSUE / REVISION RECORD	
NO.	DATE

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 1/21/2019



LAMB-STAR ENGINEERING, L.P.
 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-9073



PROJECT NAME
LCFD PRACTICE FACILITY
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

GRADING PLAN

SHEET NUMBER
24

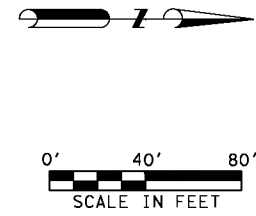


SEQUENCE OF CONSTRUCTION:

- PHASE I**
 1. INSTALL STABILIZED CONSTRUCTION EXITS.
 2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
 3. INSTALL EROSION LOGS AND ROCK FILTER DAMS AS INDICATED ON THE PLAN.
 4. BEGIN GRADING THE SITE.
- PHASE II**
 5. INSTALL CUVLERTS.
 6. COMPLETE GRADING.
 7. PLACE PAVEMENT AND FINAL SEEDING.
 8. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

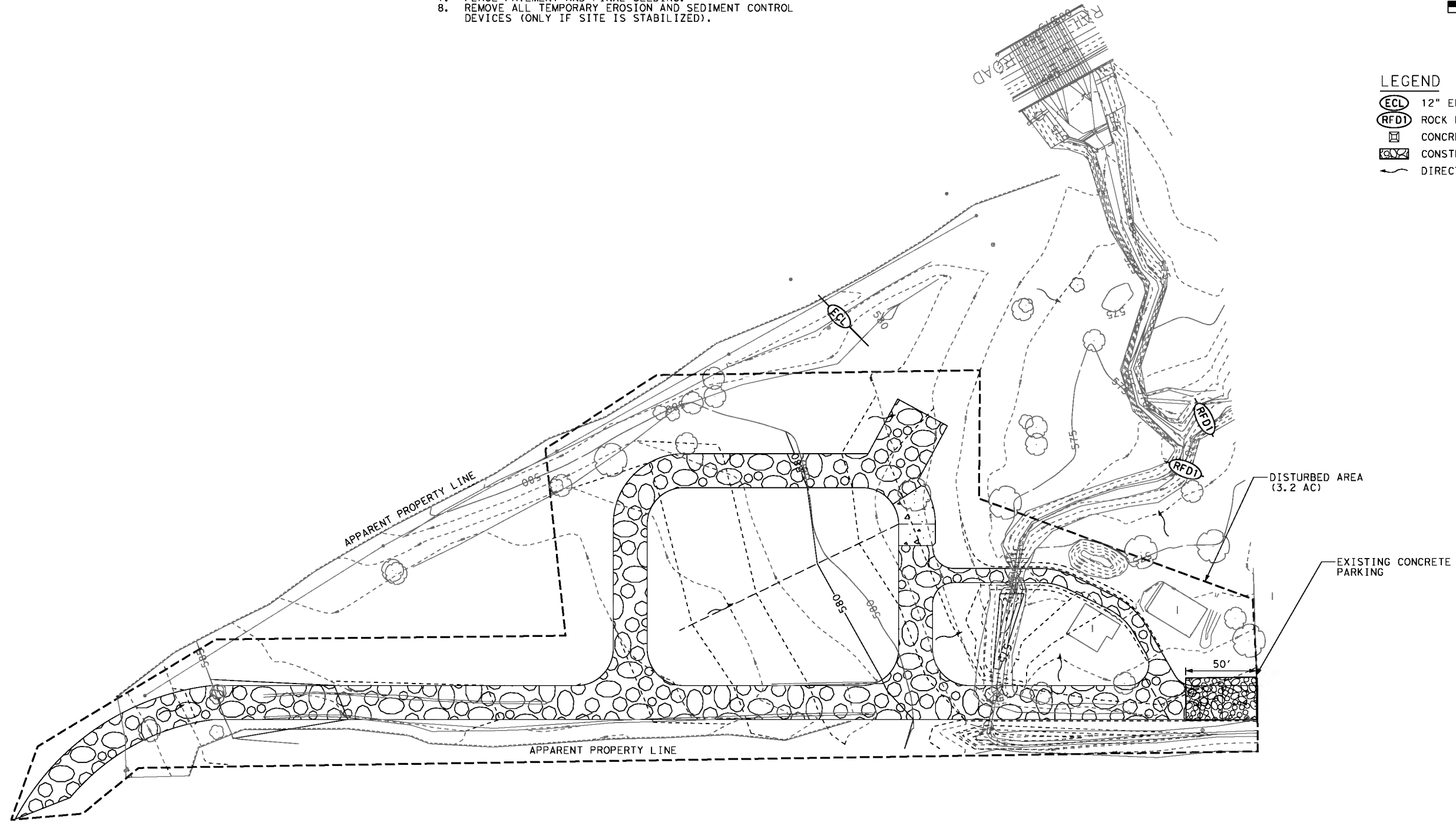
NAME OF RECEIVING WATERS:

100% OF THE PROJECT FLOWS INTO LAKE LEWISVILLE, WHICH FLOWS INTO THE UPPER TRINITY RIVER. (STREAM SEGMENT 0805)



LEGEND

- 12" EROSION CONROL LOG
- ROCK FILTER DAM
- CONCRETE WASHOUT
- CONSTRUCTION EXIT
- DIRECTION OF FLOW



ISSUE / REVISION RECORD	
NO.	DATE

DESIGN	CHECK	GRAPHICS	CHECK

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 5700 W. PLANO PARKWAY, SUITE 1000
 PLANO, TEXAS 75093 (214) 440-3600
 TEXAS REGISTERED ENGINEERING FIRM F-9073



SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CONSTRUCTION EXITS																								
TEMPORARY PARKING / STORAGE AREA																								
TEMPORARY CONTROL MEASURES																								
BEGIN GRADING																								
UTILITIES																								
FINISH GRADING / PAVING																								
LANDSCAPING / SEED / FINAL STABILIZATION																								



PROJECT NAME
LCFD PRACTICE FACILITY
 PROJECT NUMBER
 B200300.01
 SHEET TITLE

SW3P
 SHEET NUMBER
25

Section 00410-Bid Form

Corinth, Texas

Bid Information

Bid Owner Cindy Troyer, C.P.M., A.P.P.
 Email purchasing@cityofcorinth.com
 Phone (940) 498-3286
 Fax (940) 498-7578

Bid Number 1124
 Title City Of Corinth Public Works
 And Lake Cities Fire Department
 Site Improvements

Bid Type IFB
 Issue Date 01/30/2019
 Close Date 02/28/2019 02:00:00 PM (CT)

Contact Information

Address 3300 Corinth Parkway
 Corinth, TX 76208

Contact Cindy Troyer, C.P.M., A.P.P.
 Department Purchasing
 Building City Hall Building
 Floor/Room Ste. 2nd Floor

Telephone (940) 498-3286
 Fax (940) 498-7578
 Email purchasing@cityofcorinth.com

Ship to Information

Address 3300 Corinth Parkway
 Corinth, TX 76208

Contact Cindy Troyer, C.P.M., A.P.P.
 Department Purchasing
 Building City Hall
 Floor/Room 2nd Floor

Telephone (940) 498-3286
 Fax (940) 498-7578
 Email purchasing@cityofcorinth.com

Supplier Information

Supplier Notes

Company Name 308 Construction, LLC

Contact Name Allen Heiser

Address 2126 Hamilton Road,
#250, Argyle, TX
76226

Telephone 940-387-4002

Fax _____

Email main@308gc.com

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature _____

Date 2/26/2019

Bid Notes

Bid Activities

Date	Name	Description
	Mandatory Pre-Bid Conference	There will be no pre-bid meeting. Site visits may be scheduled by appointment only by contacting Cody Collier at (940) 498-7510.

02/28/2019 02:00 PM (CT) Intent to Bid Do you intend to submit a bid?

Yes

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	LEGAL NOTICE	Legal Notice
Header	Corinth Bid Book	Specification
Header	Corinth Plan Set	s Plan Set

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Section 00410-Bid Schedule
2	YES	Bid Security: The original Bid Security shall be received in the City of Corinth Purchasing Department with bid submittal.
3	NO	W-9
4	YES	Conflict of Interest Questionnaire
5	YES	Form 1295: must be filed electronically on Texas Ethics Commission Website, signed and submitted with bid.

Base Bid
LCFD PRACTICE FACILITY

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ <u>444,756.12</u> (Required)

Item Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes:

Item #	Attributes Name	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	
2	Total Material Cost Incorporated in Project		\$ <u>266,853.66</u> FOUR HUNDRED FOURTY-FOUR THOUSAND SEVEN HUNDRED FIFTY SIX AND TWELVE CENTS
3	Total Material Cost Incorporated in Project - Written in Words		
4	Total Labor Cost Incorporated in Project		\$ <u>177,902.46</u> TWO HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FIFTY-THREE AND SIXTY SIX CENTS
5	Total Labor Cost Incorporated in Project - Written in Words		
			<u>ONE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED AND TWO DOLLARS AND FORTY SIX CENTS</u>

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Calendar Days Bid-Base Bid	Please state the consecutive calendar days bid for the Base Bid. Please see attached documents.	 (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	 (Required)
3	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	 (Required)
4	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform". Please see attached documents.	 (Required)
5	Reference No. 1	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Please see attached documents. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	 (Required)
6	Reference No. 2	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Please see attached documents. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	 (Required)
7	Reference No. 3	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Please see attached documents. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	 (Required)
8	Preferential Treatment	The City of Corinth, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252,	 (Required)

Subchapter A).

1. Is your principal place of business in the State of Texas? **Yes**

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification


I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

 (Required)

Please initial.

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

 (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by the City of Corinth.

Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of the City of Corinth no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

 (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the City of Corinth, Purchasing Department, located at 3300 Corinth Parkway, Corinth, TX 76028.

Please initial.

12 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.


 (Required)

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

13 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties. The City of Corinth requires this be included in Contractor's bid submittal. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

 (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

14 Bid Security Acknowledgement

Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 00200 – Instructions to Bidders.

 (Required)

Please initial.

15 Construction Acknowledgement

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Important Dates, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein.

 (Required)

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within fifteen (15) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial.

**Base Bid
PUBLIC WORKS IMPROVEMENTS**

Line Items				
#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ <u>287,706.10</u> (Required)

Item Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes:

Item #	Attributes Name	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	
2	Total Material Cost Incorporated in Project		\$ <u>204,271.33</u> <i>TWO HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED AND SIX DOLLARS AND TEN CENTS</i>
3	Total Material Cost Incorporated in Project – Written in Words		
4	Total Labor Cost Incorporated in Project		\$ <u>83,434.77</u> <i>TWO HUNDRED FOUR THOUSAND TWO HUNDRED SEVENTY ONE DOLLARS AND THIRTY THREE CENTS</i>
5	Total Labor Cost Incorporated in Project – Written in Words		
			<i>EIGHTY THREE THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS AND SEVENTY-SEVEN CENTS</i>

1. 308 Construction – Calendar Days

Please state the consecutive calendar days bid for the base bid.

160 Calendar Days

4. 308 Construction – Subcontractors list

State the business name of all subcontractors and the type of work they will be performing under this contract.

Metal Building:

- Prime Metal Buildings

Overhead Door:

- Overhead Door Co.

Electrical:

- 308 Solutions Group (in house electrical)

Excavation:

- NexDig

HVAC:

- CBS MECH

5-7. 308 Construction – References

List a company or governmental agency where these same/like products/services, as stated herein, have been provided.

Reference #1

Company/entity: Fort Worth ISD
Contact: Brian Mathis
Address: 100 N. University, Fort Worth, Tx
Phone: 214-734-6382
E-mail: brian.mathis@fwisd.org

Reference #2

Company/entity: University of North Texas
Contact: Randy Salsman, Facilities Maintenance Sr. Construction Project Manager
Address: 2204 W. Prairie St. Denton, Tx
Phone: 940-369-7348
E-mail: Randy.Salsman@unt.edu

Reference #3

Company/entity: City of Corinth
Contact: Cody Collier
Address: 1200 North Corinth Street, Corinth, Tx
Phone: 940-498-7501
E-mail: Cody.Collier@cityofcorinth.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

308 Construction, LLC
 Argyle, TX United States

Certificate Number:
 2019-456169

Date Filed:
 02/22/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1124
 Public Works and Lake Cities Fire Department Site Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

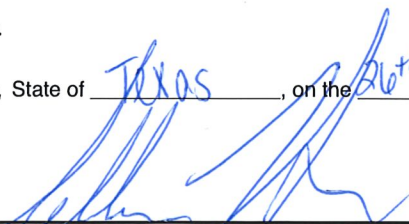
6 UNSWORN DECLARATION

My name is Allen Heiser, and my date of birth is 6/30/1984.

My address is 2126 Hamilton Rd, #250, Argyle, Tx, 76226, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 26th day of February, 20 19.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

308 Construction, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Signature of vendor doing business with the governmental entity

2/26/2019
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

February 20, 2019

Corinth Public Works & Lake Cities Fire Department
Site Improvements

BID #1124

PROPOSALS DUE:

TUESDAY, FEBRUARY 28, 2019 2:00 PM CST

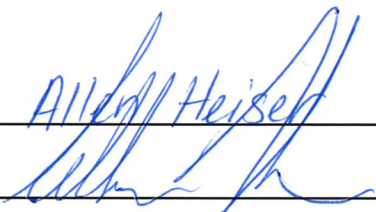
ADDENDUM #1

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

This form shall be signed and returned with your proposal.

Name: Andy Heise
Signature: 
Company: 308 Construction, LLC
Title: CEO / President
Date: 2/26/2019

SECTION 00430 - BID BOND

STATE OF TEXAS §
DENTON COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

THAT 308 Construction, LLC, a corporation organized and existing under the laws of the State of TX, and fully authorized to transact business in the State of Texas, whose address is PO Box 1927 Denton, TX 76202 of the City of Denton County of Denton, and State of TX (hereinafter referred to as "Principal"), and Developers Surety and Indemnity Company (hereinafter referred to as "Surety", a corporation organized under the laws of the State of CA and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Corinth (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B.) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:
SIGNED, SEALED and DATED this day of February 28 2019.

WHEREAS, the Principal is herewith submitting its proposal for BID NO. 1124, CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS

The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds. PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: William D. Baldwin
Address: 5930 Preston View Blvd, Suite 200, Dallas, TX 75240
Phone Number: 972-644-2688

WITNESS

Amemda Ross

PRINCIPAL

Allen Heiser
Printed/Typed Name
Title: CEO
Company: 308 Construction, LLC
Address: PO Box 1927
Denton, TX 76202

WITNESS

Lorena Mancia

SURETY

Brady K Cox
Printed/Typed Name
Title: Attorney-in-Fact
Company: Developers Surety and Indemnity Company
Address: P.O. Box 19725
Irvine, CA 92623-9725

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

**P.O. Box 19725
Irvine, CA 92623-9725**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771**

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

**P.O. Box 19725
Irvine, CA 92623-9725**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771**

web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

**17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com**

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Blaine Allen, Monica Campos, Russ Frenzel, John A. Aboumrad, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

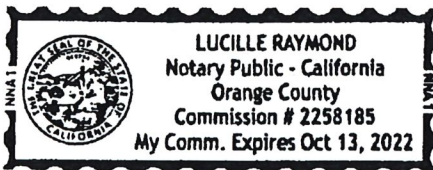
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of February 2019.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary





MSB Constructors, Inc.

103 Oak Grove Lane,
Boyd, Texas 76023
817-825-5956

**Corinth Public Works
and Lake Cities Fire
Department Site
Improvements**

City of Corinth, Texas

Attention:

Cindy Troyer, C.P.M., A.P.P.
Purchasing Manager
3300 Corinth Parkway,
Corinth, Texas 76208



Bid Proposal for:

Solicitation No.:

17142.00, 18116.00

Sealed Bid Opening:

Do Not Open Until

February 28, 2019 @ 2:00 PM





**Corinth Public Works and
Lake Cities Fire Department Site Improvements**

City of Corinth, Texas

Bid Proposal Submittal Package Index:

- Tab 1. Bid Bond, Bid Schedule, & Requested Forms**
- Tab 2. Proof of Insurance**
- Tab 3. Subcontractor List**
- Tab 4. References and Reference Letters**
- Tab 5. Proposed Construction Schedule**
- Tab 6. MSB Introduction & Company Information**



PO Box 12362
Overland Park, KS 66182
913-396-7760
www.surety98.com

Bid Bond

CONTRACTOR:
MSB Constructors Inc.
103 Oak Grove Lane
Boyd, TX 76023

SURETY:
US Casualty and Surety Insurance Company
292 Newbury Street, #105
Boston, MA 02115

OWNER:
The City of Corinth - Purchasing Department
3300 Corinth Parkway
Corinth, TX 76208

BOND AMOUNT: FIVE PERCENT (5%) OF AMOUNT BID

PROJECT: Corinth Public Works and Lake Cities Fire Department Site Improvements
1200 N. Corinth Street, Corinth, TX 76210

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any: 1124, 10588H-P1, 201805050, 000180801633.00

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of February, 2019

(Witness)

MSB Constructors Inc.

(Principal) (Seal)

By:

(Title)

(Witness) Zachary J. Sanders

US Casualty and Surety Insurance Company

(Surety) (Seal)

Zachary R. Bradley, Attorney-in-fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171384

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies"), do by these presents make, constitute and appoint:

Zachary R. Bradley, Christine M. Flavin, Zachary J. Sanders

Its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 31st day of December, 2018.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael J. Scholl

Michael J. Scholl, President

Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 31st day of December, 2018, before me, Vitaliy Schafer, a notary public, personally appeared Michael J. Scholl, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Vitaliy Schafer (Seal)
 Vitaliy Schafer, Notary Public Commission Expires: 08/20/2024



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 28 day of

February 2019



Corporate Seals

Robert F. Thomas

Robert F. Thomas, Chief Operating Officer

Section 00410-Bid Form

Corinth, Texas

Bid Information

Bid Owner: **Cindy Troyer, C.P.M., A.P.P.**
 Email: purchasing@cityofcorinth.com
 Phone: (940) 498-3286
 Fax: (940) 498-7578

Bid Number: **1124**
 Title: **City Of Corinth Public Works And Lake Cities Fire Department Site Improvements**

Bid Type: **IFB**
 Issue Date: **01/30/2019**
 Close Date: **02/28/2019 02:00:00 PM (CT)**

Contact Information

Address: **3300 Corinth Parkway
 Corinth, TX 76208**

Contact: **Cindy Troyer, C.P.M., A.P.P.**
 Department: **Purchasing**
 Building: **City Hall Building**
 Floor/Room: **Ste. 2nd Floor**

Telephone: **(940) 498-3286**
 Fax: **(940) 498-7578**
 Email: purchasing@cityofcorinth.com

Ship to Information

Address: **3300 Corinth Parkway
 Corinth, TX 76208**

Contact: **Cindy Troyer, C.P.M., A.P.P.**
 Department: **Purchasing**
 Building: **City Hall**
 Floor/Room: **2nd Floor**

Telephone: **(940) 498-3286**
 Fax: **(940) 498-7578**
 Email: purchasing@cityofcorinth.com

Supplier Information

Supplier Notes

Company Name: **MSB Constructors Inc**

Contact Name: **Mark Berry**

Address: **103 Oak Grove Ln
 Boyd TX, 76023**

Telephone: **817-825-5956**

Fax: **n/a**

Email: **mark@msbconstructorsinc.com**

I, the undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature: 

Date: **02/28/2019**



Bid Notes

Bid Activities

Date	Name	Description
	Mandatory Pre-Bid Conference	There will be no pre-bid meeting. Site visits may be scheduled by appointment only by contacting Cody Collier at (940) 498-7510.

02/28/2019 02:00 PM (CT) Intent to Bid Do you intend to submit a bid?

Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately:

#	Filename	Description
Header	LEGAL NOTICE	Legal Notice
Header	Corinth Bid Book	Specification
Header	Corinth Plan Set	s Plan Set

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Section 00410-Bid Schedule
2	YES	Bid Security. The original Bid Security shall be received in the City of Corinth Purchasing Department with bid submittal.
3	NO	W-9
4	YES	Conflict of Interest Questionnaire
5	YES	Form 1295: must be filed electronically on Texas Ethics Commission Website, signed and submitted with bid.

Bid Attributes

Please review the following and respond where necessary

Name	MSB Constructors Inc.	Note	Response
1	Calendar Days Bid-Base Bid	Please state the consecutive calendar days bid for the Base Bid.	<u>185</u> (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	<u>no</u> (Required)
3	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial. <u>MB</u>	<u>yes</u> (Required)
4	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	<u>MB</u> (Required)
Reference No. 1		List a company or governmental agency where these same/like products /services, as stated herein, have been provided. <u>See attached</u> Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<u>MB</u> (Required)
6	Reference No. 2	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. <u>See attached</u> Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<u>MB</u> (Required)
7	Reference No. 3	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. <u>See attached</u> Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<u>MB</u> (Required)
8	Preferential Treatment	The City of Corinth, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252,	<u>MB</u> (Required)

Subchapter A).

1. Is your principal place of business in the State of Texas? Yes

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

MB (Required)

Please initial. MB

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

MB (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by the City of Corinth.

Please initial. MB

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of the City of Corinth no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

MB (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the City of Corinth, Purchasing Department, located at 3300 Corinth Parkway, Corinth, TX 76028.

Please initial. MB

12 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

MB (Required)

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial. MB

13 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties. The City of Corinth requires this be included in Contractor's bid submittal. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

MB (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial. MB

14 Bid Security Acknowledgment

Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 00200 - Instructions to Bidders.

MB (Required)

Please initial. MB

15 Construction Acknowledgement

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Important Dates, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein.

MB (Required)

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within fifteen (15) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial: **MB**

**Base Bid
PUBLIC WORKS IMPROVEMENTS**

<u>Line Items</u>				
#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ 558,800 (Required)

Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes:

Item #	Attributes	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	
Five Hundred Fifty Eight Thousand Eight Hundred Dollars and no/100			
2	Total Material Cost Incorporated in Project		\$ 420,000
3	Total Material Cost Incorporated in Project - Written in Words		
Four Hundred Twenty Thousand Dollars and no/100			
4	Total Labor Cost Incorporated in Project		\$ 138,800
5	Total Labor Cost Incorporated in Project - Written in Words		
One Hundred Thirty Eight Thousand Eight Hundred and no/100			

**Base Bid
LCFD PRACTICE FACILITY**

Line Items

Qty	UOM	Description	Response
1	Lump Sum	Base Bid Grand Total	\$ 210,000 (Required)

Item Notes: Please submit Section 00410 Bid Schedule.

Supplier Notes:

Item #	Attributes Name	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price.	
	Two Hundred Ten Thousand and no/100		
2	Total Material Cost Incorporated in Project		\$ 180,000
3	Total Material Cost Incorporated in Project - Written in Words		
	One Hundred Sixty Thousand and no/100		
4	Total Labor Cost Incorporated in Project		\$ 50,000
5	Total Labor Cost Incorporated in Project - Written in Words		
	Fifty Thousand and no/100		


ADDENDUM #1

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

This form shall be signed and returned with your proposal.

Name: Mark Berry
Signature: 
Company: MSB Constructors Inc
Title: President
Date: 02/28/2019



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1- 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MSB Constructors Inc.
Boyd, TX United States

Certificate Number:
2019-456575

Date Filed:
02/25/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Corinth

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1124
City of Corinth Public Works and Lake Cities Fire Department Site Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berry, Mark	Boyd, TX United States	X	

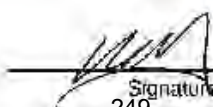
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is MARK BERRY and my date of birth is 01/28/1959
My address is 103 OAK GROVE LN, BOYD, TX, 76023, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WISB County, State of TEXAS, on the 25 day of FEBRUARY, 2019
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

SECTION 004547 - CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

M&B CONSTRUCTORS INC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

02/21/2019

Date

Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY:

[Signature]

Print Name & Title:

MARK BERRY

Company Name:

M&B CONSTRUCTORS INC

Date Signed:

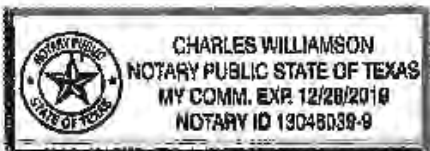
12/15/2019

NOTARIZATION

THE STATE OF Texas)
)
 COUNTY OF Wise)

BEFORE ME, the undersigned notary public on this day personally appeared Mark Berry, on behalf of M&B Constructors Inc (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 15th day of Jan, 2019.



[Signature]
 NOTARY PUBLIC IN AND
 FOR THE STATE OF Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hotchkiss Insurance Agency, LLC 4120 International Parkway Suite 2000 Carrollton TX 75007	CONTACT NAME: PHONE (A/C No. Ext): 800-899-3750 FAX (A/C No): 972-512-7799 E-MAIL ADDRESS: Certs@hiallc.com														
INSURED MSB Constructors, Inc 103 Oak Grove Lane Boyd TX 76023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Texas Mutual Insurance Company-HB</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER B : American Builders Insurance Company</td> <td style="text-align: center;">11240</td> </tr> <tr> <td>INSURER C : Amguard Insurance Company</td> <td style="text-align: center;">42390</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Texas Mutual Insurance Company-HB	22945	INSURER B : American Builders Insurance Company	11240	INSURER C : Amguard Insurance Company	42390	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Amguard Insurance Company	42390														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 380609199 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PKG027620500	12/3/2018	12/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MSAU929073	12/3/2018	12/3/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB027620800	12/3/2018	12/3/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002023980	11/28/2018	11/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The general liability policy includes a blanket additional insured endorsement (BIGGLECE 04/13) when required by written contract.
 The general liability policy includes a blanket waiver of subrogation endorsement when required by written contract - per (BIGGLECE 04/13)
 The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract, [BIGGLECE 04/13]
 The auto policy includes a blanket additional insured endorsement when required by written contract per [BA9904 06/18]

CERTIFICATE HOLDER Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Major Proposed Subcontractors List

Note: This list is based on bids gathered on and prior to bid day and are subject to change according to availability of subs upon awarding of the contract.

Construction Activities	Contractor	Primary Contact
<input checked="" type="checkbox"/> Excavation	KAB Excavation, LLC	Pete Canady
<input checked="" type="checkbox"/> Concrete	MJT GC Concrete	Mitchell Thaten
<input checked="" type="checkbox"/> Misc. Steel	A Plus Industrial C3 Steel	Dave Machette Michael Churchman
<input checked="" type="checkbox"/> Overhead Sectional Doors	Access Overhead Doors	Alexander Martin
<input checked="" type="checkbox"/> Sealed Concrete Floors	Johnson & Sons Re-Crete, LLC	Jeff Parlin Kelly Bhatt
<input checked="" type="checkbox"/> Painting	JP Painting	Michael Mitchell
<input checked="" type="checkbox"/> PEMB Building Erection	Cowboy Steel Triple W Metall Buildings	Trey Norris Kirby Berry
<input checked="" type="checkbox"/> Plumbing	Lincoln Plumbing	Edwin Hernandez
<input checked="" type="checkbox"/> HVAC	A-Star Mechanical	Fred Olivares
<input checked="" type="checkbox"/> Electrical	Willis Electric	Mandi Willis Fisk



MSB Constructors, Inc.

REFERENCES

ARCHITECTS DESIGN GROUP

- 4131 N. Central Expy., Suite 200, Dallas, Texas 75204
- Melissa Brand-Vokey, AIA
- Melissa was the architect on the Irving/Grand Prairie Fire Training Center that David was the PM on, as well as the DeSoto Fire Station that David and Mark were both involved with.
- Ph: 972-741-3705
- Email: MelissaBV@adgusa.org

BRW ARCHITECTS

- 3535 Travis Street, Suite 250, Dallas, Texas 75204
- Steve Danielson, CSI, CCS, CCA, Senior Associate
- Steve was the architect on the Arlington Fire Station that David was the PM on.
- Ph: 214-528-8704
- Email: sdanielson@brwarch.com

CITY OF IRVING / CAPITAL IMPROVEMENT PROGRAM

- 825 w. Irving Blvd., Irving, Texas 75060
- Pat Lamers, Facilities Manager
- Pat was the City PM on the Irving/Grand Prairie Fire Training Center that David was the PM on.
- Ph: 972-721-2700
- Email: plamers@cityofirving.org

IRVING FIRE DEPARTMENT

- 825 w. Irving Blvd., Irving, Texas 75060
- Jack Taylor, Chief Fire Officer
- Jack represented the City of Irving's Fire Department on the Fire Training Center project.
- Ph: 972-721-7747
- Email: jtaylor@cityofirving.org



Architects Design Group
#AC001197

Architects and Planners

I.S.K. Reeves V, FAIA
Chief Executive Officer

Ian A. Reeves, AIA
President

Susan Gantt, AIA, LEED AP
Senior Vice President

Rodney McManus, LEED AP
Vice President

Winter Park, Florida:
333 North Knowles Avenue
Winter Park, Florida 32789
Tel: 407.647.1700

Dallas, Texas:
4131 North Central Expressway
Suite 200
Dallas, Texas 75204
Tel: 469.458.3438

email: adg@adgusa.org
www.adgusa.org

December 4, 2018

To whom it may concern,

David Stanfield was the project manager for the contractor on our Irving/Grand Prairie Fire training facility project. His construction knowledge and organizational skills made a difficult project successful. They completed the project on time and took the lead on coordinating with another contractor hired to build the burn tower on the site. He was a team player working with the client's many changes. I have relied on him for cost estimating on additional projects. I highly recommend David and his team for any project you are considering.

Sincerely,

Melissa Brand-Vokey, AIA
Regional Director



January 31, 2019
Letter of Reference
David Stanfield
Arlington Fire Station #17
Arlington, TX

To Whom It May Concern:

I am pleased to provide a reference for the above-mentioned project on behalf of David Stanfield. I performed Construction Administration for the entirety of this project. While this project had several issues during construction, Mr. Stanfield did a good job of working through the issues in a timely fashion with a good attitude and knowledgeable experience. He exercised control over his subcontractors and kept the project moving forward without inconveniencing the schedule or the Owner. Mr. Stanfield was forward-thinking, keeping ahead of potential problems. I can recommend Mr. Stanfield and his new construction company to anyone wishing to construct a new project, as I'm confident he will bring the experience and attitude to successfully complete the work.

Sincerely,

Steven J. Danielson, CSI, CCS, CCCA
Senior Associate
BRW Architects, Inc.



J. Taylor - 502

To Whom it May Concern,

January 31, 2019

I had the pleasure of working with David Stanfield during the 2017 construction of our Fire Training Facility in Irving. This was a \$4 million project that provided many challenges requiring ingenuity from our contractor. Thankfully for us, David Stanfield was our contact responsible for managing this project for our contractor. I was the project manager for the Irving Fire Department (IFD). Therefore, I was in contact with Mr. Stanfield on a daily basis. His detailed organizational skills coupled with constant and full communication, made this project succeed in a manner that was very smooth and consistent.

During the same timeframe, IFD had another project ongoing by a different contractor. This project was nothing short of a nightmare due to the lack of leadership and organizational/communication skills by the management team of the other contractor. Mr. Stanfield's leadership skills were appreciated and evident in his team's production. I would suggest using Mr. Stanfield for any of your contracting needs. His performance will make you a believer as well. He would have made a great firefighter.

If you have further questions pertaining to Mr. Stanfield's performance please don't hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read 'J.G. Taylor III'.

J.G. Taylor III

Assistant Chief
Irving Fire Department
972.721.7747
jtaylor@cityofirving.org

February 1, 2019

Mr. David Stanfield
MSB Constructors
Boyd, Texas

Mr. Stanfield,

I am pleased to write you a letter of recommendation based on the opportunity that we had to work together on the construction of a new scale house and office building for the City of Irving Landfill located on Hunter Ferrell Rd. This project has been viewed by the City as a success and the Solid Waste department personnel that occupy the buildings are very pleased with their facilities.

As the City's project manager, I appreciated the ease of access that I had to your staff. I also recognize that the commitment to successfully completing the City's goals of the project was shared by you and your staff. When the foundation sub-contractor attempted to charge the City for carelessness in their work, I appreciated your frankness and direct approach in dealing with the issue.

I wish you continued success in your career and look forward to working with you on future projects with the City of Irving.

Regards,



Brad Hughes
Architectural Project Manager
Capital Improvement Program – City of Irving
Irving, Texas
972-721-2785



MSB Constructors, Inc.

Introduction Packet for General Contracting Services



Statewide General Contracting and Construction Management



MSB Constructors, Inc.

MSB Constructors, Inc., is pleased to present our company information to you in hopes of earning your trust and building a professional relationship that extends well beyond one single project.

Our company has been in business since 1983 doing a wide range of construction projects throughout the Western U.S. We registered with the State of Texas in 2009 and on September 11, 2018 we reregistered with the State of Texas in order to bring David Stanfield onboard as a principal. We are excited about the additional experience David brings, and as a result the sole focus of the company will now be confined within the State of Texas. While we have done far reaching, expansive, and complicated projects all over the Western U.S., we are very pleased with our decision to consolidate all of our energies and resources here in North Texas.

MSB Constructors, Inc. was founded with three very simple, yet sometimes elusive guiding principles that formed our mission statement and laid the foundation that our company is built upon;

1. *Integrity above all else*
2. *Quality First*
3. *On time and On Budget*

These simple guiding principles were the result of the collective cumulating influences derived from over 30 years as a Commercial General Contractor. What we learned over the years was that it didn't make any difference if we were doing a simple Remodel, building Missile Siloes in the Arctic, Motels, Schools or Surgery Centers, "Integrity is the first Chapter in the Book of Wisdom". Without Integrity and total customer satisfaction our social fabric breaks down and we begin down the slippery slope we see the industry headed towards now - mutual mistrust culminating in anarchy if there isn't a course correction. We believe in "Building Relationships" and we operate with a policy of full transparency when our clients ask for it. If a Contractor can't stand 100% behind their finished product it never should have been started in the first place.

We pride ourselves on being forward thinking and feel very strongly "There are no Problems, Only Solutions". We offer a wide range of expertise to help you solve your unique set of issues. If we can't stand behind it - we won't build it.

We are confident that the quality of our work along with the comprehensive understanding of construction and its elements can help you successfully complete your projects. We are excited about the opportunity to work with your organization.

Sincerely,

Mark Berry & David Stanfield



MSB Constructors, Inc.

KEY PERSONNEL RESUMES

MARK BERRY

EXPERIENCE

Mark has over 30 years' experience as a general contractor in the construction industry and has owned multiple businesses over that span. Mark's ability to direct complex projects from initial concept to fully operational status is one of his biggest strengths. He is a goal-oriented individual with strong leadership skills and a great business sense. Mark's businesses have ranged from a marine engineering and construction company in Hawaii to a series of Redi-Mix concrete plants to other general contracting firms and have been hugely successful.

EMPLOYMENT HISTORY

Commercial General Contractor - President/CEO - 9/1/1983 - Current

Daniels International/Brown & Root - Superintendent - 1/1/1982 - 8/31/1983

EDUCATION/CERTIFICATIONS

- University of Idaho - Major: Engineering/Minor: Business
- University of Oregon - PE - Structural Engineering
- Flight Safety, Commercial/Multi-Engine Instrument, CFII, ATP - 10,000 + Hr Pilot
- OSHA 10 and 30 Hour Certified
- Commercial Driver - 2,000 Hrs Certified in Mixed Gas to 300 ft.



MSB Constructors, Inc.

DAVID STANFIELD

(David would be the Project manager on this project)

EXPERIENCE

David has 20+ years' experience in the construction industry. He started his career doing CAD/Drafting and drawing all types of projects. He worked his way up from drawing plans, to estimating, to project management, and then to executive roles. His passion is seeing a project go from plans to completion as he still loves the architecture and design element of every project. Throughout his career, he has taught drafting at the college level, sat on boards for companies, and played key roles for each company he worked for. He specializes in business development, project management, project scheduling, and construction problem resolution.

EMPLOYMENT HISTORY

JC Commercial, Inc. - Vice President - 5/15/2015 - 6/15/18

Avallone Architectural Specialties - Estimating Manager - 12/1/2013 - 5/15/15

North Shreve Construction - Project Manager/Lead Estimator - 12/1/2009 - 11/2/2013

Texas Dept. of Transportation - Drafter/Construction Inspector - 12/1/2000 - 4/31/2002

Hayter Engineering, Inc. - Project Manager - 6/1/1998 - 12/2/2000

Industrial Consortium - Drafter/Detailer/Project Manager - 12/1/1996 - 6/1/1998

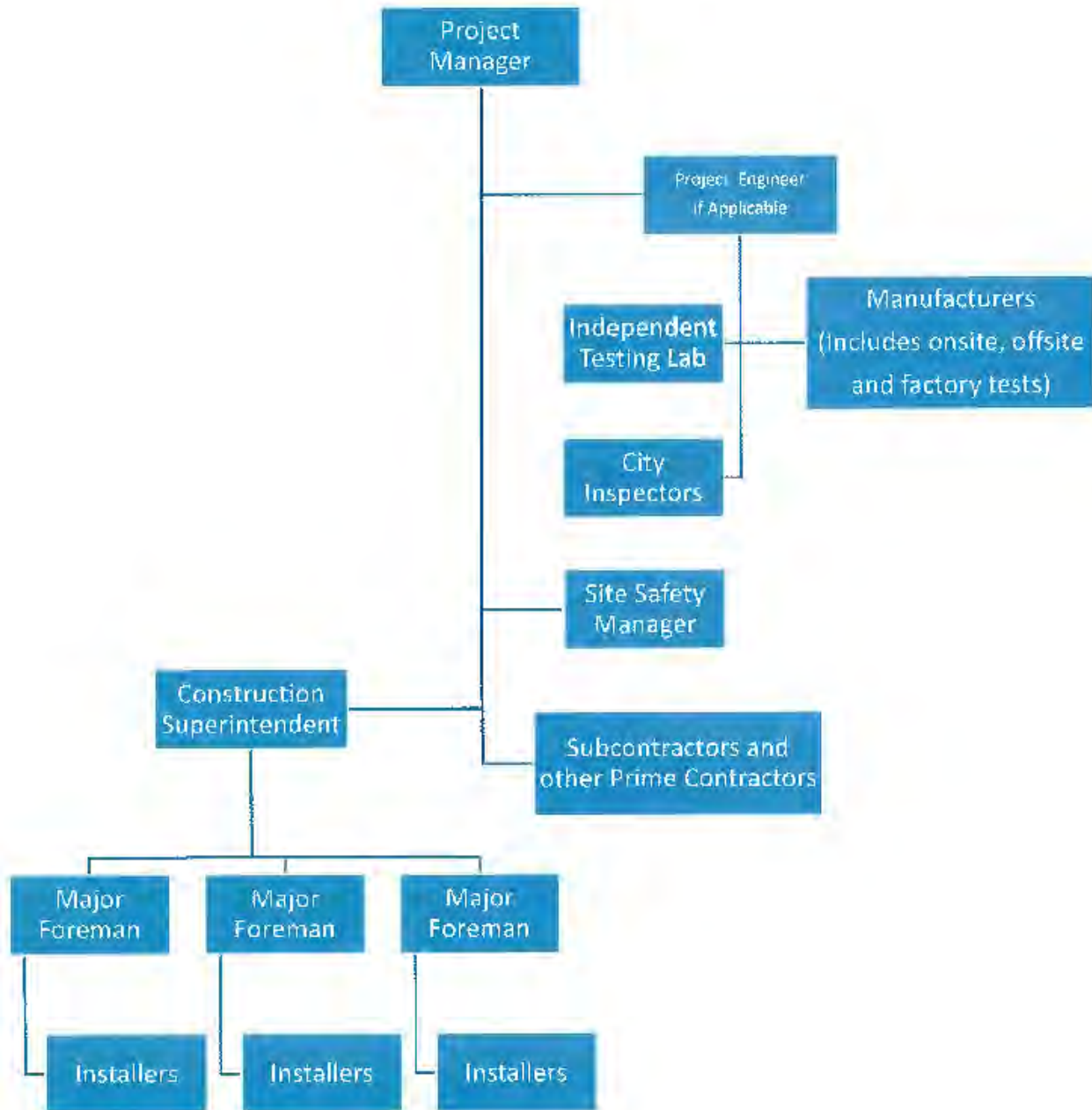
EDUCATION/CERTIFICATIONS

- Paris Junior College - Major: Drafting and Design - Graduated with Honors
- OSHA 10 and 30 Hour Certified
- CAL-OSHA Certified



MSB Constructors, Inc.

Organizational Chart





MSB Constructors, Inc.

A Small Sample of Recent Projects that David Has Managed:

MACH 2 Hangar: McKinney, TX – 1M – Pre-Engineered Metal Building

Complete Renovation of Irrigation and Landscaping: City of Plano Municipal Complex, Plano, TX – 1M

Irving Fire Training Facility: Irving, TX – 3M – Pre-Engineered Metal Building

Hunter Ferrell Landfill Facility: Irving, TX – 2M – Structural Steel & Masonry Building

Rockwall ISD Baseball & Softball Press Boxes & Shade Structures: Rockwall, TX – 1M

Dallas Parks Maintenance Facility: Dallas, TX – 3.5M – Pre-Engineered Metal Building

Arlington Fire Station No. 17: Arlington, TX – 3M – Structural Steel & Masonry Building

Partial Job List of the 600+ Projects Completed as General Contractor:

Developed and Constructed new Tilt-Up Industrial Park: Austin 35M

Blaine County Courthouse: National Historic Registry Building – Complete Renovation

Western Aircraft – New Commercial Jet Maintenance Hanger: Gowin Field 8.5M

New Hilton Garden Inn 120 rooms: Boise

New 160 room Extended Stay America: Gresham

New University Library: U of O

Cummins Maintenance and Manufacturing Facility: Boise

PAPE Broths Caterpillar Dealership: Creswell

Century Movie Theatre: Eugene

Donnley Charter School: Hailey

Minute Man Missile Silos: USDOD Minot

Southside Athletic Center: New Sports Training facility - Eugene



MSB Constructors, Inc.

O.A.N.G: New District 4 office complex in Portland 8M

New Dental Clinic: Hill AFB 2.2M

Submarine Base Dock and Facilities Remodel: Puget Sound

New High School: Mtn Home

Hospital: Mtn Home AFB: Contractor on new \$80-million military hospital

New Dry Dock and Repair 2 existing Dry Docks: USN Seattle 44M

Lowman Ranger Station Complex: General contractor on new ranger station complex, including complete site and utilities development, in addition to duplex housing, in an area of extremely difficult logistics. 24M

Clean Room Manufacturing Plant for HP 180,000sq ft: Corvallis 26M

Design/build new irrigation dam, Power& distribution system: Prime contractor on the fast track project, including earthwork, structural concrete and steel fabrication, turbines. USMC Hawaii

Ford Island Pier Repair: Prime contractor on a fast-track design build remodel of existing Harbor, Pier and Dry Docks, Pearl Harbor HI

New Aircraft Parking Light Towers and Runway: New 120 ft light towers for entire airport, overlay new Runway with 24" reinforced Class A Concrete. MHAFFB

Remodel 112 military duplexes: Contractor for the remodel/addition of re-locatable housing. USAF

Remodel NCO housing: General contractor on 180 unit total renovation and addition. USAF

Pier Repair: Diving services to repair ship-damaged concrete bearing piles. Work included realignment of piles, structural repair and patching of pier, in addition to underwater tremie concrete.
Client – Dept of the Navy

New jet engine test cell: Prime contractor for removal and replacement of 5,000 cubic yards of existing concrete paving and related drainage system, New Structural Building and Fire Control System.
Client – USAF

Small and medium arms range: Prime contractor on artillery range, consisted of extensive site work, structural concrete and steel fabrication. 65M

Medical Research Lab and Lecture Facility: U of O



Irving & Grand Prairie Joint Fire Training Facility—Irving, Texas
4850 N. Belt Line Road, Irving, Texas 75038



40' x 100' Pre-Engineered Metal Building
With Training Classroom, Kitchen, Breakroom, Restrooms, and Admin Office Spaces





**MACH II Hangar—McKinney National Airport—City of McKinney, Texas
1500 Industrial Blvd. #201, McKinney, Texas 75069**



**Numerous other Airplane Hangars—All Pre-Engineered Metal Buildings
Sizes Ranged from 80'x80' up to 100'x150' and up to 28' Eave Heights**





**Designed and Project Managed Numerous Pre-Engineered Metal Building Projects
Some Examples of Clients and Types of Buildings Shown**



Weatherford International, Summit Oilfield Services, Fresh Oil Church Worship Center





Ivey's Lumber Store, Napa Auto Parts, & Numerous Other Buildings



More Examples of Clients and Types of Buildings Managed Shown





MSB Constructors, Inc.

Bank & Financial References:

Chase Business Platinum Team
Stella Garcia, Assistant Vice President
Phone: 972-691-4179
Email: estella.m.garcia@jamchase.com

Chase Private Client
TJ Ingram, Assistant Vice President
Phone: 972-539-8587
Email: thomas.j.ingram@chase.com

* Notarized Form A305 and Reviewed Financial Statement Provided Upon Request *

Our Contact Information:

MSB Constructors, Inc.

103 Oak Grove Lane,
Boyd, Texas 76023

Phone: 817-825-5956
Cell: 817-825-5952

Emails:

Mark@msbconstructorsinc.com
David@msbconstructorsinc.com

Website: www.msbconstructorsinc.com

original



SCHMOLDT
CONSTRUCTION

**Bid #1124 –
Public Works & Lake
Cities Fire Department
Site Improvements**

**City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208**

**Due Date:
Thursday, February 28th, 2019
2:00pm**

Section 00410-Bid Form

Corinth, Texas

Bid Information

Bid Owner Cindy Troyer, C.P.M., A.P.P.
 purchasing@cityofcorinth.com
Email
Phone (940) 498-3286
Fax (940) 498-7578

Bid Number 1124
Title City Of Corinth Public Works
 And Lake Cities Fire Department
 Site Improvements

Bid Type IFB
Issue Date 01/30/2019
Close Date 02/28/2019 02:00:00 PM (CT)

Contact Information

Address 3300 Corinth Parkway
 Corinth, TX 76208

Contact Cindy Troyer, C.P.M., A.P.P.
Department Purchasing
Building City Hall Building
Floor/Room Ste 2nd Floor

Telephone (940) 498-3286
Fax (940) 498-7578
Email purchasing@cityofcorinth.com

Ship to Information

Address 3300 Corinth Parkway

 Corinth, TX 76208
Contact Cindy Troyer, C.P.M., A.P.P.
Department Purchasing
Building City Hall
Floor/Room 2nd Floor

Telephone (940) 498-3286
Fax (940) 498-7578
Email purchasing@cityofcorinth.com

Supplier Information
Supplier Notes

Company Name Schmoldt Construction, Inc.
Contact Name Cary P. Schmoldt
Address 7720 Schmoldt Way
Gelina, TX 75009

Telephone 972-382-8499
Fax 972-382-8399
Email Cary@schmoldtconstruction.com

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature:

Date 2 / 28 / 2019
Bid Notes
Bid Activities:

Date	Name	Description
	Mandatory Pre-Bid Conference	There will be no pre-bid meeting. Site visits may be scheduled by appointment only by contacting Cody Collier at (940) 498-2510.
02/28/2019 02:00 PM (CT)	Intent to Bid	Do you intend to submit a bid?

Bid Messages:

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately.

#	Filename	Description
Header	LEGAL NOTICE	Legal Notice
Header	Corinth Bid Book	Specification
Header	Corinth Plan Set	s Plan Set

Bid Attachments Requested

The following attachments are requested with this opportunity.

#	Required	Specified Attachment
1	YES	Section 00410-Bid Schedule
2	YES	Bid Security: The original Bid Security shall be received in the City of Corinth Purchasing Department with bid submittal.
3	NO	W-9
4	YES	Conflicter of Interest Questionnaire
5	YES	Form 1295: must be filed electronically on Texas Ethics Commission Website, signed and submitted with bid.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Calendar Days Bid-Base Bid	Please state the consecutive calendar days bid for the Base Bid.	<u>180</u> (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	<u>NO</u> (Required)
3	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	<u>CPS</u> (Required)
4	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform"	<u>See Attached</u> (Required)
5	Reference No. 1	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<u>See Attached</u> (Required)
6	Reference No. 2	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<u>See Attached</u> (Required)
7	Reference No. 3	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	<u>See Attached</u> (Required)
8	Preferential Treatment	The City of Corinth, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252,	<u>See Attached</u> (Required)

Subchapter A).

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

CPS (Required)

Please initial.

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

CPS (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by the City of Corinth.

Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of the City of Corinth no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

CPS (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the City of Corinth, Purchasing Department, located at 3300 Corinth Parkway, Corinth, TX 76028.

Please initial.

- 12 **Anti-Collusion Statement** Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. CPS (Required)
- No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.
- Please initial.
- 13 **Disclosure of Interested Parties** Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties. The City of Corinth requires this be included in Contractor's bid submittal. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. CPS (Required)
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 14 **Bid Security Acknowledgement** Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 00200 – Instructions to Bidders. CPS (Required)
- Please initial.
- 15 **Construction Acknowledgement** Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Important Dates, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. CPS (Required)

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within fifteen (15) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial.

**Base Bid
PUBLIC WORKS IMPROVEMENTS**

Line Items				Response
#	Qty	UOM	Description	
1	1	Lump Sum	Base Bid Grand Total	\$ 508,000. ⁰⁰ (Required)

Item Notes: Please submit Section 00410 Bid Schedule. 6 months

Supplier Notes:

Item #	Attributes Name	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	Five Hundred Eight Thousand
2	Total Material Cost Incorporated in Project		\$ 305,000. ⁰⁰
3	Total Material Cost Incorporated in Project - Written in Words		Three Hundred Five Thousand
4	Total Labor Cost Incorporated in Project		\$ 203,000. ⁰⁰
5	Total Labor Cost Incorporated in Project - Written in Words		Two Hundred Three Thousand

Base Bid
LCFD PRACTICE FACILITY

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid Grand Total	\$ 169,000.00 (Required)

Item Notes: Please submit Section 00410 Bid Schedule. *2 months, concurrently w/ public works*

Supplier Notes: _____

Item #	Attributes	Note	Response (All Required)
1	Base Bid Grand Total Written in Words	The contract award will be based on the total bid price	one hundred sixty-nine thousand
2	Total Material Cost Incorporated in Project		\$ 102,000.00
3	Total Material Cost Incorporated in Project - Written in Words		one hundred two thousand
4	Total Labor Cost Incorporated in Project		\$ 67,000.00
5	Total Labor Cost Incorporated in Project - Written in Words		sixty-seven thousand



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

February 20, 2019

Corinth Public Works & Lake Cities Fire Department
Site Improvements

BID #1124

PROPOSALS DUE:

TUESDAY, FEBRUARY 28, 2019 2:00 PM CST


ADDENDUM #1

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

This form shall be signed and returned with your proposal.

Name: Cary P. Schmoldt
Signature: 
Company: Schmoldt Construction, Inc.
Title: President
Date: 2/28/2019

The following are the responses to the questions received, which we have answered in red.

1. The drawings show bypass girts, wanted to confirm what insulation is required?

R-13 standard roll metal building insulation

2. What type of standing seam roof panel is required, and will it require a deck? If so, what type of decking?

24 gauge standing seam, (similar to MBCI Lokseam or similar) No decking

Please note: The deadline for questions of 10:00 AM, Wednesday, February 20, 2019 has passed. No further questions in regard to the specifications will be accepted.

SECTION 00430 - BID BOND

STATE OF TEXAS §
DENTON COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

THAT Schmoldt Construction, Inc., a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, whose address is 7720 Schmoldt Way of the City of Celina County of Collin and State of Texas (hereinafter referred to as "Principal"), and Berkley Insurance Company (hereinafter referred to as "Surety", a corporation organized under the laws of the State of Delaware and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of Five Percent of the Greatest Amount Bid Dollars (5% GAB) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

SIGNED, SEALED and DATED this 28th day of February 20 19 of Corinth

WHEREAS, the Principal is herewith submitting its proposal for BID NO. 1124 CITY OF CORINTH PUBLIC WORKS AND LAKE CITIES FIRE DEPARTMENT SITE IMPROVEMENTS

The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Denton County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: Cagan Morgan
Address: 12400 Coit Rd., Suite 625
Phone Number: Dallas, TX 75251

WITNESS

Diana Collins
Diana Collins

PRINCIPAL

Cary P. Schmoldt

Printed/Typed Name: Cary P. Schmoldt
Title: President
Company: Schmoldt Construction, Inc.
Address: 7720 Schmoldt Way
Celina, TX 75009

WITNESS

Richard Covington
Richard Covington

SURETY

Vickie Lacy
Printed/Typed Name: Vickie Lacy
Title: Attorney-In-Fact
Company: Berkley Insurance Company
Address: 475 Steamboat Road
Greenwich, CT 06830

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Marc W. Boots, Vickie Lacy, Richard Covington, Maria D. Zuniga, Joseph R. Aulbert or Ashley Koletar of McGriff, Seibels & Williams, Inc. dba McGriff, Seibels & Williams of Texas, Inc. of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11th day of July, 2017.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafley
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 11th day of July, 2017, by Ira S. Lederman and Jeffrey M. Hafley who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28th day of February, 2019

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the verification instructions (on reverse) must be in blue ink. The background image, watermark, and verification instructions (on reverse) must be in blue ink.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group, LLC and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP, LLC

Please send all notices of claim on this bond to:

**Berkley Surety Group, LLC
(866) 768-3534**

**412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group, LLC first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

SECTION 00530 - CHAPTER 2270 VERIFICATION

I, Gary P. Schmoldt, the undersigned representative of
(PRINT NAME)

Schmoldt Construction, Inc.
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

2/28/2019
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

President
TITLE

REV 9/1/2017

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

N/A

3 Name of local government officer about whom the information is being disclosed.

City of Corinth

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

N/A

7 
Signature of vendor doing business with the governmental entity

2/28/2019

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC. 616 Town & Country Blvd, Suite 800 Houston, TX 77024-4549	CONTACT NAME: PHONE: 713-877-8975 FAX: 713-877-8974 (A/C, No. Ext.) E-MAIL ADDRESS:														
INSURED Schmidt Construction, Inc. 7720 Schmidt Way Celina, TX 75009	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Valley Forge Insurance Company	20508	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: EFTMTIQY** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC. SUBR. INFO. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6045781531	04/15/2018	04/15/2019	EACH OCCURRENCE	\$ 1,000,000
						PREMISES (Per occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6045781535	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6045781800	04/15/2018	04/15/2019	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04/15/2018	04/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as an Additional Insured, where required by written contract on the General Liability, Automobile Liability, and Umbrella Liability policies. Waiver of Subrogation, where required by written contract, in favor of Certificate Holder is included on the General Liability, Automobile Liability, Workers' Compensation and Umbrella Liability policies. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract. The General Liability policy Aggregate Limit is Per Project. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions. Umbrella coverages follow form. In the event of cancellation by the insurance companies, the policies have been endorsed to provide thirty (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER: City of Corinth 1200 North Corinth St Corinth, TX 76208	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Schmoldt Construction, Inc.
Celina, Texas

Reviewed Financial Statements
for the year ended June 30, 2018

ALAN M. ZUMSTEIN
Certified Public Accountant
1032 Chetford Drive
Lexington, Kentucky 40509

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ALAN M. ZUMSTEIN
CERTIFIED PUBLIC ACCOUNTANT

1032 CHETFORD DRIVE
LEXINGTON, KENTUCKY 40509
(859) 264-7147
zumstein@windstream.net

MEMBER
• AMERICAN INSTITUTE OF CPA'S
• KENTUCKY SOCIETY OF CPA'S
• INDIANA SOCIETY OF CPA'S
• AICPA DIVISION FOR FIRMS

Independent Accountant's Review Report

To the Board of Directors
Schmoldt Construction, Inc.
Celina, Texas 75009

I have reviewed the accompanying financial statements of Schmoldt Construction, Inc., which comprise the balance sheets as of June 30, 2018, and the related statements of income and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusion.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors
Schmoldt Construction, Inc.

Other Matter

My review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedule of contract Costs is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements and I did not become aware of any material modifications that should be made to such information.

Alan M. Zumstein

Alan M. Zumstein, CPA
October 11, 2018

Schmoldt Construction, Inc.
Balance Sheet, June 30, 2018

<u>Assets</u>	<u>2018</u>
Current Assets:	
Cash and cash equivalents	\$ 280,257
Accounts receivable, no allowance	3,372,064
Other receivables and advances	64,048
Prepaid insurance and services	6,248
Costs and estimated earnings in excess of billings	57,737
	<u>3,780,354</u>
Other Assets:	
Employee receivable	7,446
Loan to shareholder	79,495
	<u>86,941</u>
Property and Equipment	
Furniture and fixtures	141,892
Work equipment	165,700
Vehicles	339,694
	<u>647,286</u>
Less accumulated depreciation	(335,384)
	<u>311,902</u>
Total	\$ 4,179,197
<u>Liabilities and Stockholder's Equity</u>	
Current Liabilities:	
Accounts payable	\$ 1,625,495
Accrued expenses	29,512
Short term borrowings	171,435
Billings in excess of costs and estimated earnings	10,381
Notes payable, current portion	17,140
	<u>1,853,963</u>
Long-Term Liabilities:	
Notes payable, less current portion	99,517
Deferred income taxes	173,885
	<u>273,402</u>
Stockholders' Equity:	
Common stock, \$0.01 par value per share:	
Class A voting; 1,000,000 shares authorized, 250,000 issued and outstanding	1,000
Paid-in capital	1,500
Retained earnings	2,049,332
	<u>2,051,832</u>
Total	\$ 4,179,197

See accompanying accountants' review report and notes.

Schmoldt Construction, Inc.
Statement of Operations and Retained Earnings
for the year ended June 30, 2018

	<u>2018</u>
Income from Construction:	
Revenues	\$ 12,561,965
Costs of Construction	<u>11,171,937</u>
Gross profit	<u>1,390,028</u>
Operating Expenses:	
Advertising and promotions	14,054
Auto expenses	18,798
Bad debts	-
Depreciation	76,900
Insurance	28,674
Legal and professional	179,869
Meals and entertainment	22,462
Miscellaneous	9,135
Office, postage, and general conditions	97,367
Utilities and telephone	57,597
Printing	2,150
Rent	22,100
Rent - office equipment	1,389
Salaries, payroll taxes, and related costs	546,550
Repairs, maintenance and others	20,396
Taxes and licenses	35,683
Travel	18,572
Total operating expenses	<u>1,151,696</u>
Income from operations	<u>238,332</u>
Other income and expenses:	
Interest income	-
Interest expense	(22,512)
Gain (loss) on disposal of assets	-
	<u>(22,512)</u>
Net income before provision for income taxes	215,820
Provision for income taxes	<u>24,017</u>
Net Income	191,803
Retained Earnings, beginning of period	<u>1,857,529</u>
Retained Earnings, end of period	<u>\$ 2,049,332</u>

See accompanying accountants' review report and notes.

Schmoltdt Construction, Inc.
Statement of Cash Flows
for the year ended June 30, 2018

	<u>2018</u>
Cash Flows from Operating Activities:	
Net income (loss)	\$ 191,803
Adjustments to reconcile to net cash provided by operating activities:	
Depreciation	76,900
Deferred income taxes	-
Costs and billings on uncompleted contracts	(51,802)
Net change in current assets and liabilities:	
Receivables	(998,753)
Employee advances and other receivables	7,200
Prepaid expenses	22,349
Accounts payable	642,261
Accrued taxes and expenses	17,842
Net cash provided by operating activities	<u>(92,200)</u>
Cash Flows from Investing Activities:	
Repayments from loan to shareholder	2,600
Purchase of fixed assets	(35,876)
Proceeds from sale of fixed assets	-
Net cash provided by investing activities	<u>(33,276)</u>
Cash Flows from Financing Activities:	
Additional notes payable	-
Short term borrowings	171,435
Loan from shareholder	-
Payments on notes payable	(27,098)
Net cash provided by financing activities	<u>144,337</u>
Net increase (decrease) in cash balances	18,861
Cash and cash equivalents, beginning	261,396
Cash and cash equivalents, ending	<u>\$ 280,257</u>
Supplemental cash flows information:	
Income taxes paid	\$ 24,017
Interest paid on long term debt	22,512

See accompanying accountants' review report and notes.

Schmoldt Construction, Inc.
Notes to Financial Statements

Note 1. Summary of Significant Accounting Policies

The summary of significant accounting policies for Schmoldt Construction, Inc. ("the Company") follows:

Nature of Operations The Company is a licensed construction contractor in Texas, Louisiana, Tennessee, Indiana, Kentucky, Florida, Virginia, and Mississippi. The Company contracts for both commercial and residential establishments and specializes in retail, restaurant, industrial, medical, and hospitality industries, using subcontractors to perform the majority of the work.

Basis of Accounting The Company was organized in Texas as a corporation on March 11, 2002. The Company prepares its financial statements on the accrual basis of accounting. Under this basis of accounting, revenues are recorded when earned and expenses recognized when incurred.

Cash and Cash Equivalents Management considers cash on hand, demand deposits, and short-term investments with an original maturity of three months or less to be cash and cash equivalents.

Revenue and Cost Recognition Revenue from construction contracts are recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material, labor, subcontractors, equipment costs, payroll taxes, insurance costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, estimated profitability, and warranty work, including those arising from contract penalty provisions and final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Concentrations The Company maintains its cash balances in financial institutions. The balances are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. Balances exceed the FDIC insured limit at certain times of the month.

The following accounts represented receivables in excess of 10% of accounts receivable:

	<u>2018</u>
City of Allen, Texas	\$747,853
Gainesville Farmers Market	433,760
Dirt Cheap Remodel / PEMB	574,787
Dallas Housing Authority	507,965
Teach Me Holdings, LLC	402,836

Property and Equipment Property and equipment are recorded at cost and are depreciated over their estimated useful lives using the straight-line method for financial reporting purposes. For income tax purposes, the accelerated method is used. Furniture and fixtures are depreciated over 7 years, while office equipment and vehicles are depreciated over 5 years. Material cost of improvements to property and equipment are capitalized. The cost of maintenance and repairs is charged to expense when incurred.

Schmoldt Construction, Inc.
Notes to Financial Statements

Note 1. Summary of Significant Accounting Policies, continued

Estimates The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates used in the preparation of the financial statements.

Contingent Liabilities The Company extends a one-year warranty on workmanship and materials on all complete jobs. At June 30, 2018, management anticipates no material losses due to outstanding warranties.

Advertising The Company expenses advertising costs as incurred.

Risk Management The Company is exposed to various forms of losses of assets associated with, but not limited to, fire, personal liability, theft, vehicular accidents, errors and omissions, fiduciary responsibility, workers compensation, etc. Each of these areas is covered through the purchase of commercial insurance.

Income Taxes The Company's federal tax returns for the years 2014 through 2018 are still open to audit by the IRS. Years 2012 through 2015 are open for audit for franchise tax purposes by the State of Texas. The State of Texas imposes a tax at the entity level of 1% on gross margin. This tax provision is reported on the Income Statement as Franchise taxes. The Company has adopted the ASC-740-10 guidance in accounting for uncertainty in income taxes. For the year ending June 30, 2018, there are no accrued interest or penalties associated with uncertain tax positions.

Comprehensive Income There are no items of comprehensive income to report.

Subsequent Events Management has evaluated subsequent events through October 11, 2018, the date the financial statements were available to be issued. There were no significant subsequent events to report.

Note 2. Accounts Receivable

Trade accounts receivables are recorded when invoices are issued and are presented on the balance sheet net of allowance for doubtful accounts. Receivables are written off when they are determined to be uncollectible. Management estimates the allowance for doubtful accounts based on existing economic conditions in the industry and the financial stability of customers. The Company believes no allowance for doubtful accounts was necessary at June 30, 2018 as management fully expects to collect all amounts in accounts receivable.

All of the trade accounts receivable as of June 30, 2018 were uncollateralized. Receivable balances more than 90 days past due was \$1,202,464. No interest income has been accrued on outstanding balances. Trade accounts receivable at June 30, 2018 consisted of the following:

	<u>2018</u>
Receivables - trade	\$2,142,178
Receivables - retainage	<u>1,229,886</u>
	<u>\$3,372,064</u>

Schmoldt Construction, Inc.
Notes to Financial Statements

Note 3. Costs and Estimated Earnings on Uncompleted Contracts

The costs and estimated earnings on uncompleted contracts are summarized as follows:

	<u>2018</u>
Costs incurred to date	\$11,506,984
Estimated earnings	818,905
	12,325,889
Less billings to date	12,278,533
	\$47,356

Included in the accompanying balance sheet are the following:

	<u>2018</u>
Costs and estimated earnings in excess of billings	57,737
Billings in excess of costs and estimated earnings	(10,381)
	\$47,356

Note 4. Line of Credit

The Company has a line of credit with Texas Star Bank. Terms of the underlying credit agreement call for interest due monthly at the rate of 6.75%. The maximum credit limit, which matures May 19, 2018, is \$404,150. The amount outstanding at June 30, 2018 was \$171,435.

Note 5. Notes Payable

Notes payable consists of:

	<u>2018</u>
Note secured by vehicle, principal and 0.0% interest due in monthly installments of \$649, final payment due September 2018	\$2,595
Note secured by vehicle, principal and 6.29% interest due in monthly installments of \$1,190, final payment due December 2022	48,518
Note secured by trailer, principal and 5.99% interest due in monthly installments of \$593, final payment due December 2031	65,544
	116,657
Less current portion	17,140
Long term portion	\$99,517

Schmoldt Construction, Inc.
Notes to Financial Statements

Note 5. Notes Payable, continued

Annual maturities on long-term debt for the next five years are as follows:

2019	\$17,140
2020	14,878
2021	15,832
2022	16,945
2023	15,208
2020 and after	<u>36,654</u>
	<u>\$116,657</u>

Note 6. Income Taxes

Deferred income taxes are recorded to reflect the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year end. Such differences arise primarily due to the requirement to convert to the modified accrual method of accounting for tax purposes and the use of accelerated methods of depreciation. All deferred taxes are non-current. Deferred taxes were immaterial for the current period.

Note 7. Related Party Transactions

The Company leases office space from a related party under a month to month operating lease with minimum monthly payments of \$2,000 per month. The Company paid \$22,100 in rent for the year.

The Company holds a note receivable at 0% interest from a shareholder with a balance of \$79,495 as of June 30, 2018. This advance is being repaid through payroll deductions.

Advances include \$37,613 to companies owned by the owner of the Company.

SCHMOLDT CONSTRUCTION, INC.
 SUPPLEMENTARY SCHEDULE OF CONTRACT COSTS
 FOR THE YEAR ENDED JUNE 30, 2018

COMPLETED CONTRACTS

	Contract Totals			Since Inception		Activity Prior to July 1, 2017			For the Year Ended June 30, 2018		
	Contract Amount	Job Costs	Gross Profit (Loss)	Profit Percentage	Billings	Revenues Earned	Job Costs	Gross Profit (Loss)	Revenue Earned	Job Costs	Gross Profit (Loss)
17-045	1,154,371	1,018,942	135,329	11.7%	(1,154,271)	\$ -	\$ -	\$ -	\$ 1,154,271	1,018,942	\$ 135,329
	110,000	54,345	55,655	50.6%		\$ -	\$ -	\$ -	\$ 110,000	54,345	\$ 55,655
	208,418	152,987	55,431	26.6%		\$ -	\$ -	\$ -	\$ 208,418	152,987	\$ 55,431
	\$ 1,472,689	\$ 1,226,274	\$ 246,415		1,154,271	\$ -	\$ -	\$ -	1,472,689	1,226,274	246,415

CONTRACTS IN PROGRESS

Job	Contract Totals			Since Inception		Activity Prior to July 1, 2017			For the Year Ended June 30, 2018			Billings to Date	Over Billings	Under Billings
	Contract Amount	Estimated Job Costs	Estimated Gross Profit (Loss)	Revenues Earned to Date	Job Costs to Date	Revenues Earned	Job Costs	Gross Profit (Loss)	Revenue Earned	Job Costs	Gross Profit (Loss)			
17-039	7,510,359	7,133,841	376,518	\$ 6,958,615	6,828,520	1,479,640	1,450,151	\$ 29,489	5,478,975	5,178,369	300,606	6,968,615		18,775
18-001	1,934,193	1,758,744	175,449	\$ 1,882,834	1,773,744	\$ -	\$ -	\$ -	1,882,834	1,773,744	109,090	1,882,834		24,517
18-008	2,770,000	2,301,310	468,690	\$ 1,609,204	1,446,392	\$ -	\$ -	\$ -	1,609,204	1,446,392	162,812	1,609,204	7,239	
18-002	432,479	779,155	(346,676)	\$ 12,303	12,399	\$ -	\$ -	\$ -	12,303	12,399	(96)	12,303		(96)
18-041	916,877	825,189	91,688	\$ 916,877	825,189	\$ -	\$ -	\$ -	916,877	825,189	91,688	916,877		
18-044	882,533	750,323	132,210	\$ 365,120	315,270	\$ -	\$ -	\$ -	465,120	415,270	49,850	465,120	3,140	
18-051	1,977,000	1,793,673	183,327	\$ 433,780	295,803	\$ -	\$ -	\$ -	433,780	336,903	96,877	433,780		4,792
19-001	411,126	357,580	53,546	\$ -	7,167	\$ -	\$ -	\$ -	-	7,167	(7,167)	-		8,238
	\$ 17,234,527	\$ 15,974,945	\$ 1,259,582	\$ 12,278,539	\$ 11,345,984	\$ 1,479,640	\$ 1,450,151	\$ 29,489	\$ 10,796,897	\$ 9,895,833	\$ 901,064	\$ 12,278,533	\$ 10,381	\$ 57,738
									12,271,382	11,122,107	1,149,275			
									Add unallocated costs and small jobs	290,383	49,830	240,553		
									\$ 12,561,965	\$ 11,171,937	\$ 1,389,828			

See independent accountants' review report.



Firm Information

- Legal Name: Schmoldt Construction, Inc.
- Authorized point of contact: Cary P. Schmoldt
- Title: President
- Email: cary@schmoldtconstruction.com
- Phone: 972-382-8499
- Fax: 972-382-8399
- Number of years in business: 16 years
- Type of Operation: Corporation
- Number of employees: 15
- Annual Sales volume: \$15 Million



SCHMOLDT
CONSTRUCTION

Quality Control Program

Using due diligence at the beginning of the project reduces the potential for construction delays related to material procurement. We pride ourselves on taking the time at the beginning of each project to identify the longer lead time items. We work with the Owners and Architect to ensure the proper products are submitted and ordered in a timely manner.

Our projects are integrated with PROCORE, a project management software with unlimited user licenses to customers. PROCORE houses and manages all RFI's, submittals, drawings and specifications in a single online location so they are always available and up to date. PROCORE reporting and dashboards give you the perfect canvas to see all of your information at once. Sharing with PROCORE streamlines communication, increases transparency, and helps our teams focus their efforts and resources more efficiently. Reports can be exported to a PDF or CSV file to be shared with project executives, owners, or anyone looking for summaries.

PROCORE is a leading provider of cloud-based applications for construction. PROCORE connects people, applications, and devices through a unified platform that helps us manage risk, build quality projects, safely, on time and within budget. PROCORE has a diversified business model with products for Construction Project Management, Construction Financials, and Quality & Safety.

Over the past 16 years, Schmoldt Construction has completed various types of projects to include; new construction builds, sports facilities, parks as well as extensive remodels / renovations. Due to our processes and procedures and proven results, we have been awarded jobs by municipalities, even though we may have not been the low bidder. Schmoldt Construction, Inc., has never had a bond claim, never "not" finished a project, have never been asked to leave a project.



Safety Plan

Schmoldt Construction has a safety planning meeting bi-weekly with all subcontractors and workers involved in each project. Included in the meeting are general safety standards for all construction workers. All persons working on each project will observe applicable OSHA regulations as well as the following General Safety Standards for all Construction Workers:

- Hard hats, in good condition, must be worn on the project.
- Heavy-soled shoes or boots must be worn on the project.
- No defective tool or equipment will be used.
- Power-actuated tools will be used only by persons trained in their use.
- The work area will be kept clean. Trash barrels will be provided, and all trash will be removed each day.
- Safety glasses or face shields must be worn when chipping or grinding concrete or at any time the supervisor feels necessary.
- Safety belts must be worn anytime a worker is in danger of falling more than four (4) feet and is not protected by a safety net or guard and mid rails. The safety belt must be hooked onto a safety line or other acceptable means of anchoring the belt.

These "General Safety Standards" for construction workers shall be regarded as Schmoldt Construction's minimum standards for operations on all projects. The project superintendent shall have the direct responsibility to administer the General Safety Standards at the job site and to ensure that every employee abides by the standards required. In the event an accident occurs, the project superintendent will be responsible for making a written report within 24 hours, on form E-1 for every accident that occurs on the job site. In addition, reports will be entered in the Daily Report and if applicable, the OSHA 200 Log.



Safety Plan

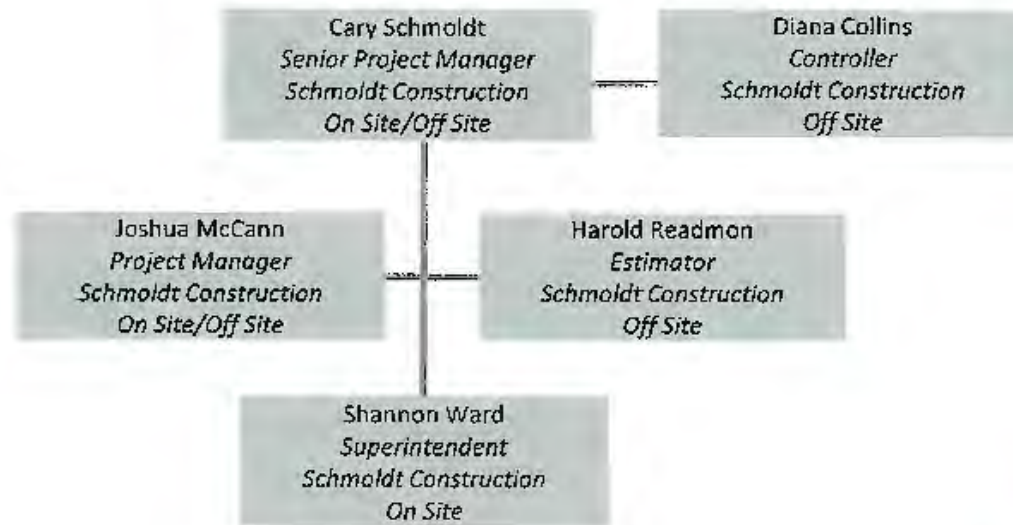
An accident investigation report will be completed for accidents requiring medical treatment beyond normal first-aid treatment at the project and for near-miss accidents that could have caused serious injury. The superintendent will forward copies of all accident reports and information entered on the OSHA 200 for the safety officer. The superintendent will discuss the findings of each accident or near-miss at the bi-weekly safety meeting.

At Schmoltdt Construction, safety is of the utmost importance. Because of this, following are some of our requirements that we hold filed personal to:

- Project safety inspections conducted by the Project Manager on a bi-weekly basis
- Schmoltdt Construction's safety manual is on every single jobsite/job trailer
- Safety Orientation for all new hires
- Subcontractors are held to all safety requirements per their contracts with Schmoltdt Construction
- We have worked very closely with our insurance agents to implement safety in the work place, Tool Box safety meetings, first aid procedures, Accident investigation, fire protection, and as stated before our new work orientations.



Proposed Personnel/ Resumes





Proposed Personnel/ Resumes



Cary Schmoldt - President– Senior Project Manager, Schmoldt Construction

Bringing more than 30 years of extensive commercial construction and management experience, Cary Schmoldt is a highly effective, fiscally conscious, and goal-driven executive who approaches each project with innovation, creative problem-solving, and measured risk-taking to produce consistently reliable and long-lasting results for his clients.

For the last sixteen years, Cary has proven his professional leadership abilities in growing and managing his own multi-million-dollar commercial construction company in addition to building an extensive list of clients while maintaining trustworthiness, respect, and successful decision-making abilities. In serving as president of Schmoldt Construction, Cary has been responsible for directing all aspects of the company including project management, estimating, contract negotiation, pricing and obtaining permits, managing superintendents, subcontractors, and suppliers to insure quality control while adhering to architectural plans and specifications. Additionally, he has been instrumental in organizing schedules, budgets, and on-site project meetings including closeout and on-time project completion.

Education

Colorado State University/Construction Management



Diana Collins- Controller, Schmoldt Construction

With over 20 years of experience in accounting, in the construction industry, Diana is well versed in all aspects of accounting/office management. Duties range anywhere from contract administration, job costing, all AIA forms, in house and reviewed financials. Diana also helps with the day to day operations of compiling, issuing and tracking change orders, back charges, and sub contractor pay applications. Produces all accounting reports for day to day operations.

At Schmoldt we are more like a family and we all take part where needed being team members to get the job done.

Education

Collin College/Accounting



Proposed Personnel/ Resumes



Josh McCann - Project Manager, Schmoldt Construction

Josh McCann will be assisting Mr. Schmoldt in numerous project management responsibilities including but not limited to interviewing and selecting subcontractors, writing contracts and purchase orders for each definable feature of the project. He is highly adaptable to rapidly changing client specifications along the project life-cycle. Mr. McCann will assist Mr. Schmoldt in conveying project progress reports to the design team and client while managing expectations with notable project makers.

Education

Louisiana State University/Construction Management

Select Project Experience

Intramural Sports Complex for University of Louisiana-Lafayette, Lafayette, LA.



Hal Readmon - Estimator, Schmoldt Construction

Mr. Readmon has over 40 years of Civil Engineering experience in all capacities of Pre-Construction, Estimating, Purchasing, Design and Project Management. Hal's expertise lies in his ability to fully comprehend every aspect of every project and to provide cost saving Value Engineering whenever possible. He is fully involved from beginning through closeout and capable of managing multiple projects with great detail while respecting the costs, schedule, and quality of work performed.

Education

Bachelor of Science, Civil Engineering



**SCHMOLDT
CONSTRUCTION**

Proposed Personnel/ Resumes



Shannon Ward- Superintendent, Schmoldt Construction

Mr. Wards construction management experience spans several years in North Texas leading teams of general contractors and laborers on large scale commercial projects. He is well-versed in preparing and interpreting graphs, charts, and maps to remain on time and on-budget with client deliverables while maintaining high standards with all service providers.

Shannon just successfully turned over a \$7 million dollar ball park facility for the City of Allen, that the owners and Mayor of the City couldn't be more proud of.

Education

University of Minnesota/Bachelor of Arts Organizations Communication





Current Projects

Name of Project: DHA Multifamily Development
Description: Construction of 14 Section 8 apts.
Location: Dallas, TX
Owner: Dallas Housing Authority
Architect: RPGA Design Group, Inc.
Contract amount: \$2,770,000
Percent complete: 86%

Name of Project: Flower Mound Police Station
Description: New 3,580sf training room & garage addition.
Location: Flower Mound TX
Owner: Town of Flower Mound
Architect: Oxley Williams Tharp
Contract amount: \$1,525,000
Percent Complete: 14%

Name of Project: Gainesville Farmers Market
Description: Demo & Construction of new Farmers Mkt
Location: Gainesville, TX
Owner: City of Gainesville
Architect: Kimley Horn.
Contract amount: \$1,977,000
Percent complete: 82%

Name of Project: Flower Mound Central Fire Station - Phase 2
Description: 7,900 sf renovation and 1,400sf new bldg add
Location: Flower Mound TX
Owner: Town of Flower Mound
Architect: Oxley Williams Tharp
Contract amount: \$1,405,193
Percent Complete: NTP Feb. 4, 2019

Name of Project: Deaver Park Improvements
Description: Park Renovations
Location: Arlington, TX
Owner: City of Arlington
Architect: Jacobs Engineering
Contract amount: \$435,747.25
Percent complete: 85%

Name of Project: Irving Museum & Heritage Center
Description: Remodel & new construction of 16,500sf bldg.
Location: Irving, TX
Owner: City of Irving
Architect: Komatsu
Contract amount: \$1,352,859
Percent complete: 14%

Name of Project: Gainesville Fire Station #3
Description: New Construction of two bay fire station
Location: Gainesville, TX
Owner: City of Gainesville
Architect: EIKON
Contract amount: \$2,170,000.00
Percent complete: 7%

Name of Project: Flower Mound Fire Station No.7
Description: New Construction of Fire Station.
Location: Flower Mound, TX
Owner: Town of Flower Mound
Architect: BRW Architects
Contract amount: \$4,497,250.00
Percent complete: NTP Feb. 18, 2019



**SCHMOLDT
CONSTRUCTION**

Completed Projects

Watters Branch Park Phase II (Spirit Park)



New Construction of a 75 Acre park which includes four softball/baseball fields, concession building, hike and bike trail nature trails, and playground.

- **Location:** – Allen, TX
- **Cost:** - \$7,510,359
- **Completion date:** – October 2018
- **Construction time:** – 395 days

Point of Contact: Matt McComb
Phone: 214-509-4721





**SCHMOLDT
CONSTRUCTION**

Completed Projects

NAME OF PROJECT: Plum Creek Park

OWNER: City Frisco

POINT OF CONTACT: Brett Bergeron

PHONE: 972-292-6516

CONTRACT COST: \$1,154,271.32

PROJECTED COMPLETION DATE: 02-16-18

DESCRIPTION: Park improvements include parking, multi-use court, playground, pavilion, open areas, site furnishings, concrete trails, and another miscellaneous park features as indicated on the drawings.

Number Work Days Allowed: 150

Number Work Days used to date: 167

Extra Days Granted: 114

Amount Liquidated Damages: 0

NAME OF PROJECT: Carrollton Town Center/Pioneer Park

OWNER: City of Carrollton

POINT OF CONTACT: Tom Geier

PHONE: 972-466-3200

TOTAL CONTRACT COST: \$860,963.40

COMPLETION DATE: Feb 2016

DESCRIPTION: Demo of existing site, and installation of concrete walkway, relocated brick walk, and Azek decking. Tree replacements, benches, lighting, landscape and irrigation

Number Work Days Allowed: 260

Number Work Days Required: 300

Extra Days Granted: 40

Amount Liquidated Damages: 0



**SCHMOLDT
CONSTRUCTION**

Completed Projects

NAME OF PROJECT: Lewisville Central Park Plaza

OWNER: City of Lewisville

POINT OF CONTACT: Bob Stoffels

PHONE: 214-553-5778

TOTAL CONTRACT COST: \$722,031.49

COMPLETION DATE: May 2016

DESCRIPTION: Renovation and expansion of the existing restroom building, renovation to central pavilion veneer and stairs, renovation of 2 pavilion veneers and roofs, construction of concrete walkways, ramps, staircase, handrails, storm sewer, site electrical and plumbing, irrigation removal, landscape installation, concrete retaining walls.

Number Work Days Allowed: 180

Number Work Days Required: 224

Extra Days Granted: 44

Amount Liquidated Damages: 0



References

Name:
Owners representative's name:
Owners telephone:
Architect:
Architect telephone:

Myers Park
Bill Burke
972-547-5300
N/A
N/A

Name:
Owners representative's name:
Owners telephone:
Architect:
Architect telephone:

City of Frisco
Shannon Kelaher
972-292-6500
N/A
N/A

Name:
Owners representative's name:
Owners telephone:
Architect:
Architect telephone:

Ecolab Indiana
Helena Jenkins
469-778-3111
Cripe
317-844-6777

Name:
Owners representative's name:
Owners telephone:
Architect:
Architect telephone:

Denton Movie Tavern
Wayne Brown
901-569-4402
N/A
N/A

Name:
Owners representative's name:
Owners telephone:
Architect:
Architect telephone:

City of Allen
Matt McComb
214-509-4721
GHLA, Inc.
817-801-7200



Financial Stability/Resources

Describe the general financial capability of the Respondent and attach a current financial statement and balance sheet.

Schmoltdt Construction has a bonding capacity of approx. 15 million single job and approx. 25 million aggregate.

Please see attached financial statements.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

No

Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.

N/A

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution. No

Does any relationship exist between your company and any of Owner's officers, employees or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

No

All insurance coverage that the firm has which would be applicable to the Work.

Please see attached COI

Jurisdictions in which your organization's partnership or trade name is filed.

N/A

Jurisdictions and trade categories in which your organization is legally qualified to do business. (Please indicate registration or license numbers)

N/A



Proposed Subcontractor List

- Excavation: Tatum Excavating
- Concrete: Schmoltdt Construction, Inc.
- Site Utilities: Tatum Excavating
- PEMB: Red Dot
- Mechanical & Plumbing: Shirley Mechanical
- Electrical: Southco Commercial



SCHMOLDT
CONSTRUCTION

Thank you for your consideration
Schmoldt Construction



SECTION 00410 - BID SCHEDULE

BASE BID

CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

Schmoltdt Construction

308 Construction

MSB Constructors, Inc.

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)
100	T-500	1	LS	MOBILIZATION	\$ 3,800.00	\$ 3,800.00	\$ 10,138.00	\$ 10,138.00		\$ -
201	N-203	3.2	AC	SITE PREPARATION	\$ 1,210.00	\$ 3,872.00	\$ 2,531.25	\$ 8,100.00		\$ -
202	N-203.2	2280	CY	EXCAVATION (ROADWAY)	\$ 7.90	\$ 18,012.00	\$ 23.87	\$ 54,423.60		\$ -
203	N-203.5	1400	CY	EMBANKMENT (NON-STRUCTURE COMMON FILL)	\$ 27.00	\$ 37,800.00	\$ 21.85	\$ 30,590.00		\$ -
204	N-204.2	4545	SY	TOPSOIL	\$ 2.40	\$ 10,908.00	\$ 9.44	\$ 42,904.80		\$ -
205	N-204.6	4545	SY	SEEDING TURFGRASS	\$ 1.00	\$ 4,545.00	\$ 2.00	\$ 9,090.00		\$ -
300	N-301.2	54	TON	LIME	\$ -	\$ -	\$ 159.25	\$ 8,599.50		\$ -
301	N-301.2	4076	SY	LIME TREATMENT (EXST MATL)(8")	\$ -	\$ -	\$ 3.08	\$ 12,554.08		\$ -
302	N-301.5	108	SY	FLEXIBLE SUBBASE OR BASE (CRUSHED STONE/CONCRETE) (6")	\$ 3.75	\$ 405.00	\$ 31.00	\$ 3,348.00		\$ -
302	N-301.5	3968	SY	FLEXIBLE SUBBASE OR BASE (CRUSHED STONE/CONCRETE)(13")	\$ 8.00	\$ 31,744.00	\$ 19.28	\$ 76,503.04		
303	N-303	108	SY	PORTLAND CEMENT CONCRETE PAVEMENT (7")	\$ 119.00	\$ 12,852.00	\$ 70.00	\$ 7,560.00		\$ -
400	T-496	60	LF	REMOVE STRUCTURE (PIPE)	\$ 42.50	\$ 2,550.00	\$ 53.33	\$ 3,199.80		\$ -
500	N-501.6	570	LF	REINFORCED CONCRETE PIPE	\$ 59.50	\$ 33,915.00	\$ 11.93	\$ 6,800.10		\$ -
501	T-506	60	LF	ROCK FILTER DAMS (INSTALL)(TY 3)	\$ 62.50	\$ 3,750.00	\$ 51.66	\$ 3,099.60		\$ -
502	T-506	60	LS	ROCK FILTER DAMS (REMOVE)	\$ 17.90	\$ 1,074.00	\$ 17.50	\$ 1,050.00		\$ -
503	T-506	50	LF	BIODEGRADABLE EROSION LOGS (INSTALL)	\$ 4.30	\$ 215.00	\$ 62.00	\$ 3,100.00		\$ -
504	T-506	50	LF	BIODEGRADABLE EROSION LOGS (REMOVE)	\$ 1.10	\$ 55.00	\$ 16.00	\$ 800.00		\$ -
505	T-506	167	SY	STABILIZED CONSTRUCTION EXIT (INSTALL)	\$ 10.00	\$ 1,670.00	\$ 18.56	\$ 3,099.52		\$ -
506	T-506	167	SY	STABILIZED CONSTRUCTION EXIT (REMOVE)	\$ 3.00	\$ 501.00	\$ 7.18	\$ 1,199.06		\$ -
800	N-801.1	1	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 1,332.00	\$ 1,332.00	\$ 1,460.00	\$ 1,460.00		\$ -

Total (Bid Items)

\$ 169,000.00

\$ 287,619.10

LCFD Total (Base Bid)

\$ 169,000.00

\$ 287,706.10

\$ 210,000.00

Grand Total (PW Bldg & LCFD)

\$ 677,000.00

\$ 732,462.22

\$ 768,800.00

SECTION 00410 - BID SCHEDULE

BASE BID

CITY OF CORINTH PUBLIC WORKS FACILITY RENOVATION

ITEM NO.	DIVISION	ESTIMATED QUANTITY	UNIT	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	Schmoldt Construction		308 Construction		MSB Constructors, Inc.	
					UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)	UNIT PRICE (\$)	AMOUNT BID (\$)
100	T-500	1	LS	MOBILIZATION	\$ 57,910.00	\$ 57,910.00	\$ 18,000.00	\$ 18,000.00		\$ -
101	T-104	201	SY	REMOVING CONCRETE	\$ 28.00	\$ 5,628.00	\$ 72.00	\$ 14,472.00		\$ -
200	T-506	1	LS	TEMPORARY EROSION CONTROL	\$ 13,207.00	\$ 13,207.00	\$ 4,000.00	\$ 4,000.00		\$ -
201	N-203	1.5	AC	SITE PREPARATION	\$ 1,114.00	\$ 1,671.00	\$ 5,400.00	\$ 8,100.00		\$ -
202	N-203.2	1610	CY	EXCAVATION	\$ 8.40	\$ 13,524.00	\$ 34.00	\$ 54,740.00		\$ -
203	N-203.5	980	CY	EMBANKMENT (LOW PLASTICITY SELECT FILL)	\$ 35.25	\$ 34,545.00	\$ 31.00	\$ 30,380.00		\$ -
204	N-204.2	40	SY	TOPSOIL	\$ 3.55	\$ 142.00	\$ 120.00	\$ 4,800.00		\$ -
205	N-204.6	40	SY	SEEDING TURFGRASS	\$ 1.05	\$ 42.00	\$ 215.00	\$ 8,600.00		\$ -
300	N-301.5	1401	SY	FLEXIBLE SUBBASE OR BASE (CRUSHED STONE/CONCRETE)(13")	\$ 9.00	\$ 12,609.00	\$ 45.68	\$ 63,997.68		\$ -
300	N-301.5	98	SY	FLEXIBLE SUBBASE OR BASE (CRUSHED STONE/CONCRETE)(4")	\$ 3.00	\$ 294.00	\$ 40.82	\$ 4,000.36		\$ -
301	N-303	98	SY	PORTLAND CEMENT CONCRETE PAVEMENT (6")	\$ 42.00	\$ 4,116.00	\$ 126.53	\$ 12,399.94		\$ -
302	N-305.1	156	LF	CONCRETE CURB AND GUTTER	\$ 6.50	\$ 1,014.00	\$ 20.51	\$ 3,199.56		\$ -
303	N-305.2	58	SY	CONCRETE SIDEWALKS AND BARRIER FREE RAMPS	\$ 30.50	\$ 1,769.00	\$ 117.25	\$ 6,800.50		\$ -
400	T-450	125	LF	RAILING	\$ 89.00	\$ 11,125.00	\$ 21.40	\$ 2,675.00		\$ -
401	T-496	125	LF	REMOVING STRUCTURES	\$ 35.00	\$ 4,375.00	\$ 27.20	\$ 3,400.00		\$ -
402	T-402	250	LF	TRENCH EXCAVATION PROTECTION	\$ 23.50	\$ 5,875.00	\$ 56.40	\$ 14,100.00		\$ -
500	N-500	1	EA	UNDERGROUND CONSTRUCTION & APPURTENANCES	\$ 41,080.00	\$ 41,080.00	\$ 16,000.00	\$ 16,000.00		\$ -
600	T-644	1	EA	SMALL ROADSIDE SIGN ASSEMBLIES	\$ 485.00	\$ 485.00	\$ 960.00	\$ 960.00		\$ -
601	T-677	30	LF	ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS	\$ 3.50	\$ 105.00	\$ 13.66	\$ 409.80		\$ -
800	N-801.1	6	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 591.00	\$ 3,546.00	\$ 243.43	\$ 1,460.58		\$ -
801	N-802.2	56	CY	CONCRETE RETAINING WALLS	\$ 845.00	\$ 47,320.00	\$ 190.00	\$ 10,640.00		\$ -
802	N-804.2	200	LF	PAINTING AND MARKING (SLD)	\$ 0.60	\$ 120.00	\$ 3.05	\$ 610.00		\$ -
803	N-804.2	2	EA	PAINTING AND MARKING (SYMBOL)	\$ 89.00	\$ 178.00	\$ 212.50	\$ 425.00		\$ -
900	See Architectural Plans	1	EA	NEW STORAGE BUILDING	\$ 247,320.00	\$ 247,320.00	\$ 160,584.12	\$ 160,584.12		\$ -

PW	Total (Bid Items)	\$ 508,000.00	\$ 444,754.54	
Building	Total (Base Bid)	\$ 508,000.00	\$ 444,756.12	\$ 558,800.00
Grand Total (PW Bldg & LCFD)		\$ 677,000.00	\$ 732,462.22	\$ 768,800.00

BUSINESS ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Annual Audit
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Accept the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2018, as presented by Eide Bailly, LLP (formerly Davis Kinard & Co, PC).

AGENDA ITEM SUMMARY/BACKGROUND

The City Charter, in compliance with Chapter 103 of the Local Government Code requires an annual independent audit. The audit of the City of Corinth's financial records for the year-ended September 30, 2018 was conducted by Eide Bailly, LLP (formerly Davis, Kinard & Co, PC). The audit firm, in its third year as the City's independent audit firm, issued an unqualified opinion on the financial statements, stating that the financial statements present fairly, in all material respects, the City's financial position in conformity with generally accepted accounting principles.

The Comprehensive Annual Financial Report (CAFR) was presented to the Citizen Finance Audit Committee on Thursday, February 21, 2019. Representatives from Eide Bailly, LLP will be present at the City Council meeting to provide their opinion.

RECOMMENDATION

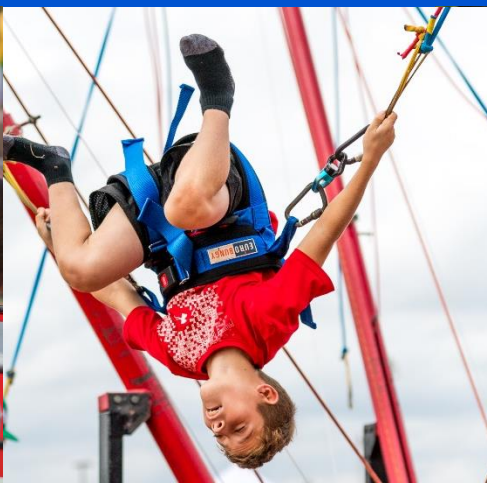
Staff recommends accepting the Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2018.

Attachments

CAFR Fiscal Year 2017-2018



City of Corinth, Texas



Comprehensive Annual Financial Report For Fiscal Year Ended September 30, 2018

CITY OF CORINTH, TX

COMPREHENSIVE ANNUAL FINANCIAL REPORT For the fiscal year ended September 30, 2018



Bob Hart
City Manager

Department of
Finance & Administrative Services

Lee Ann Bunselmeyer
Director of Finance, Communication & Strategic Services

Becky Buck, CPA
Comptroller

CITY OF CORINTH, TEXAS
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2018

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INTRODUCTORY SECTION



March 21, 2019

Honorable Mayor,
Members of the City Council
and Citizens
City of Corinth, Texas

The City Manager and the Finance Division of the City of Corinth are pleased to submit the Comprehensive Annual Financial Report of the City of Corinth for the fiscal year ended September 30, 2018. The purpose of this report is to provide the council, staff, the citizens of Corinth and other interested parties with detailed information reflecting the City's financial condition.

This report satisfies §103.001 of the Texas Local Government Code and was conducted in accordance with Section 9.12 of the City Charter. The Comprehensive Annual Financial Report (CAFR) consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with Generally Accepted Accounting Principles (GAAP). The cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The CAFR is organized into three sections: *Introductory*, *Financial* and *Statistical*. The *Introductory* section includes this transmittal letter, the City's organization chart, and a list of principal officials. The *Financial* section includes the auditors' report, Management's Discussion and Analysis (MD&A), basic financial statements, required supplementary information, combining and individual fund financial statements and other supplemental information. The *Statistical* section includes selected financial and demographic information, generally presented on a multi-year basis. The information is presented in table format to assist the reader with a comparative analysis.

Management's Discussion and Analysis (MD&A) provides a narrative introduction, overview, and analysis of the basic financial statements. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Corinth's MD&A can be found immediately following the report of the independent auditors.

INDEPENDENT AUDIT

The City of Corinth's financial statements have been audited by Eide Bailly, LLP (formerly Davis Kinard & Co, PC), a firm of licensed certified public accountants. The goal of the independent auditor is to provide reasonable assurance that the financial statements of the City of Corinth, for the fiscal year ended September 30, 2018, are free from material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the City of Corinth's financial statements for the fiscal year ending September 30, 2018, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component in the financial section of this annual report.

PROFILE OF THE GOVERNMENT

The City of Corinth, which was incorporated in September 19, 1960, is located in the north central portion of Texas. This area of the state has proven to be one of the top growth areas in Texas and the United States. The City currently occupies a land area of 7.8 square miles. The City is empowered to levy a property tax on real property and certain personal property located within its boundaries. Corinth has operated under the council-manager form of government since May 6, 1999. This has become a popular form of government throughout the State of Texas. Policy-making and legislative authority are vested in the City Council consisting of the mayor and five other members. The City Council's primary responsibilities include passing ordinances, adopting the budget, appointing boards and committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, overseeing the day-to-day operations of the government, and for appointing the heads of the various City departments. The City Council is elected on a non-partisan, at-large basis. Council members serve two-year staggered terms, with three members elected on one of the two-year rotations, and the Mayor and two remaining members elected on the other two-year rotation.

The City of Corinth provides a full range of municipal services including general government, public safety (police, animal control, fire, and EMS), streets, parks and recreation, planning and zoning, code enforcement, and water/wastewater and drainage utilities. Water/wastewater and drainage services are provided through the public works department, which functions, in essence, as a department of the City and, therefore, has been included as an integral part of the City's financial statements.

The City is focused on regional delivery of services by providing fire and EMS services to the Cities of Lake Dallas, Hickory Creek, and Shady Shores; and police services to the City of Shady Shores. Corinth contracts with Lake Dallas to receive animal shelter services. Jail services and public safety dispatch services are provided by Denton County through an interlocal contract. The City also contracts with the City of Flower Mound for holding cell access related to class c misdemeanors.

LOCAL ECONOMY

Corinth's location, straddling the I35E corridor in Denton County, is ideal for both businesses and residents many of whom commute north to Denton or south to Lewisville or Dallas. Corinth maintains a small-town feel while having the advantages of nearby metro areas.

The city's estimated population for 2018 is 21,320. This estimate is based on current trends from the Corinth Economic Development Department.

The City of Corinth, as well as, the State of Texas, experienced economic growth compared to prior years. The overall Texas economy is still considered healthier than most of the country. Figures from the Texas Workforce Commission indicate a local unemployment rate (Denton County) of 2.9%. For the same period, Dallas County's unemployment rate was 3.4%, the overall state of Texas rate was 3.7% and the nation's rate, as a whole, was 3.7%.

Corinth continues to rely heavily on property tax to support its continuing operations, with the City being approximately 85% residential. Certified property values increased 10.58% for the 2018 tax year over the 2017 certified value.

Sales Tax Revenue, the second largest revenue source for the City's General Fund, increased by \$67,378 or 5% over the prior year's receipts. For fiscal year 2018-19, sales tax revenue is projected to increase to \$1.6 million. Primarily a residential community, Corinth relies on sales tax paid on utilities. All sales tax collections are reported by the Texas Comptroller of Public Accounts. The City is continuing to work to increase its sales tax base with the Corinth Economic Development Corporation, which receives the proceeds from a ½ cent sales tax enacted in 2003. Corinth is currently focused on encouraging commercial development and providing the infrastructure required to support it. With the Interstate 35 expansion and growth in the DFW area, Corinth continues to draw interest from apartment, restaurant and commercial developers.

MAJOR INITIATIVES

In April 2018, the City completed renovations to the new Public Safety Complex. Sitting on approximately 6.08 acres, the 32,000 square foot building was renovated into a Joint Public Safety Center for the Lake Cities Fire Administration and the Corinth Police Department. The site also includes the addition of an 11,820 square foot fire station. The Fire Department currently operates out of two fire stations that serves the communities of Corinth, Lake Dallas, Hickory Creek and Shady Shores. The new facilities are poised to meet the fire, rescue, emergency medical, and police services of our growing community.

The City received notification in September 2018 of its approval of nine (9) firefighters through the Staffing for Adequate Fire and Emergency Response Grants (SAFER). The SAFER grant provides funding for the nine positions for three years. The grant firefighter positions along with the reallocation of staffing from the other two stations will provide adequate staffing to open Fire House #3 in February 2019.

The City is seeking legislation to permit Corinth to seek voter approval to partially fund the Fire Service through sales tax. Should the proposed legislation pass and be signed by the governor, the earliest election date would be November 2019 for voters to consider such a district to assist in funding fire operations. Existing sales tax authorizations for Crime Control & Prevention District, Economic Development Corporation and Street Maintenance would need to be partially reduced or eliminated to maintain the local sales tax ceiling of 2% as provided by state statutes.

The City developed a comprehensive strategic plan, "Embracing the Future, Corinth 2030" in 2018. The Strategic Plan is an all-encompassing systematic approach that permits the current future Councils the ability to best allocate the resources entrusted by the citizens. The plan is set to guide the City in determining where to focus the efforts of the City and form the basis of the annual budgeting process. Additionally, the plan provides the ability to prioritize the actions that have to be taken in order to meet the overall goals that the City needs to fulfill in order to generate the results that the Citizens of Corinth expect and deserve.

In March 2018, the Council approved plans for renovation of the 4,300 square foot Public Works building to include a new roof, HVAC upgrades, flooring, ceilings, fixtures, elevation for exterior of the building, secondary exit for the second floor of the building, and renovation of the existing floorplans to better serve staffing needs. The project also includes the addition of an 1,800 square-foot storage facility for vehicles and equipment, and site improvements consisting of drainage and paving for the Fire Department's training facility adjacent to the Public Works Building. The total cost of project is estimated to be \$1,395,000 and will be funded from Certificates of Obligation issued in August 2017.

The City worked with the North Texas Council of Governments (NCTCOG) to conduct a flood plain survey along Lynchburg Creek. The study results are currently under review by FEMA. In the FY 2018-19 annual program of services, the City has reserved funds for a FEMA grant match to further provide flood mitigation to the properties along Lynchburg Creek.

Corinth received a 3-Star community rating in the STAR Communities Leadership Program. The STAR Community Rating System (STAR) is the nation's leading comprehensive framework and certification program

for evaluating local sustainability, encompassing economic, environmental, and social performance measures. This effort will assist the City in our effort to create a community strategic plan.

Corinth also became a LEED Certified City. LEED for Cities is a program from the U.S. Green Building Council (USGBC) that advances healthy, green and economically strong cities and communities. Corinth is one of the 75 STAR certified cities and counties that has now joined the family of LEED for Cities and Communities.

The City was one of thirteen cities recognized as a 2018 Certified Scenic City award recipient through the Scenic City Certification Program. The certification program recognizes cities for their demonstrated commitment to high-quality scenic standards for public roadways and public spaces. Corinth upgraded the existing certification status from bronze in 2014 to Silver in 2018.

The City was designated “SolSmart Gold” from the national SolSmart program for making it faster, easier, and more affordable for homes and businesses to go solar. The designation recognizes Corinth for taking bold steps to encourage solar energy growth and remove obstacles to solar development. For companies looking to expand, a SolSmart Gold designation is a signal that Corinth is “open for solar business”.

Corinth also participated in the pre-beta review of the Climate Ready Communities program through the Geos Institute. As the intensity and frequency of hurricanes, floods, droughts, wildfires, heat waves, and other climate-driven disturbances increase, local leaders around the country are realizing they need to build resilience to protect their communities. But many community leaders do not know where to start and they do not have funding to hire a high-priced consultant. The pre-beta review helps local leaders build and integrate climate resilience in their communities into community planning processes.

The Public Works Department was awarded the prestigious American Public Works Association (APWA) Accreditation designation. The APWA Accreditation program recognizes public works agencies that go beyond the requirements of the management practices established nationally in the public works industry, as contained in the APWA Public Works Management Practices Manual. The City of Corinth Public Works Department became the 144th agency in North America to be awarded Accreditation and the 11th agency in the State of Texas.

Within the utility operations, the City adjusted utility rates to recover 60% of fixed costs in the base rate. Work continues with the installation of an AMI metering system. This will assist the City in our efforts to incorporate conservation strategies to reduce peak summer demand. The City also launched a Water Conservation Incentive Program to encourage residents to purchase water-saving household devices. Preliminary engineering design has begun for the construction of an elevated water storage facility, anticipated in 2019-20.

Infrastructure is inextricably linked to the economic, social and environmental advancement of a community. In 2018, Corinth developed an Asset Management Plan (AMP) of the following asset classes: road system, bridges & culverts, buildings, storm water system, water system, wastewater system, machinery & equipment and vehicles. The asset classes analyzed in the plan had a valuation of over \$618 million, of which the water system comprised of 35%. Strategic asset management is critical in extracting the highest total value from public assets at the lowest lifecycle cost. The AMP created a detail plan of the state of infrastructure and provided asset management and financial strategies designed to develop an advanced asset management program and mitigate long-term funding gaps.

Transportation projects that support a high quality of life for our community while protecting and enhancing our local environments continue to be a priority. Construction of Lake Sharon Boulevard extension to FM2499 is underway. Under preliminary planning for the Lake Sharon Boulevard/Dobbs Road alignment. Both projects are essential for long-term economic development efforts.

LONG TERM FINANCIAL PLAN

The FY 2017-18 budget was developed in context of long-term financial plans. The plans anticipate funding needs and available revenues and forecast methods for matching future revenue and expenses. Plans have

been developed for all the City's major operating funds. Each plan presents the fund over seven fiscal years: two previous years, the adopted "base year" budget and four projected years. There are several benefits to these plans. First, the plans give future Councils a valuable perspective when considering budgets within each plan's five-year horizon. Second, the plans impart a measure of discipline on staff. The General fund long-term plan assumes that for fiscal years 2018-2022 the City's property tax, sales tax, and all other revenues during the planning horizon will remain constant with conservative growth from 0% - 3%.

The City of Corinth continues its focus on maintaining or increasing reserve balances for emergencies to provide stability and flexibility for the organization. The reserve requirement was established at a level of 20% of budgeted expenditures for the General Fund and 25% of budgeted expenditures for both the Water/Wastewater and the Storm Drainage Fund. For fiscal year ended September 30, 2018 the General Fund's unassigned fund balance is \$5,184,229, or 31% of annual budgeted expenditures. The unrestricted fund balance for the Water/Wastewater Fund is \$4,336,837 or 35% of annual budgeted expenditures and the unrestricted fund balance for the Storm Drainage Fund is \$722,993 or 100% of budgeted expenditures for the fiscal year ended September 30, 2018.

As a result of the recent national economic recession, bond rating agencies have increased their scrutiny on the financial stability of local governments. In June 2017, Standard & Poor's Rating Services affirmed its "AA" rating on the City's general obligation debt. The rating agency attributed their opinion to various factors surrounding the city's financial stability, growth and financial policies and practices.

BUDGETARY CONTROLS

The annual budget serves as the foundation for the City's financial planning and control. The budget is prepared by the City Manager and adopted by the City Council in accordance with policies and procedures established by State law, City Charter, and Council Ordinances. All departments of the City of Corinth are required to submit requests for appropriation to the City Manager based on a budget calendar issued annually. The City Manager uses these requests as the starting point for developing the proposed budget. The proposed budget is then presented to the City Council for review prior to approval and adoption. The City Council is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the City's fiscal year. The appropriated budget is prepared by fund, department (i.e., Public Works) and division (i.e., Parks & Recreation). Department Directors may make transfers of appropriations between divisions within a department. All transfers of appropriations between departments require the approval of the City Manager. Any changes to appropriations or transfers between funds require City Council approval. Budgetary comparison schedules are provided in this report in the required supplemental information subsection for the General Fund, and in the supplemental information subsection for other funds with legally adopted annual budgets.

CASH MANAGEMENT POLICIES AND PRACTICES

Funds of the City are invested in accordance with all applicable Texas statutes, the City's Investment Policy and any other approved, written administrative procedures. The five objectives of the City's investment activities, in order of priority, are as follows: Safety – Preservation and Safety of Principal, Liquidity, Diversification, Market Rate-of-Return (Yield) and Public Trust.

The Investment Policy is updated, reviewed and approved annually. The purpose of the Investment Policy is to set forth specific investment strategy guidelines for the City, in order to safeguard assets with a minimal amount of risk, while maintaining the necessary level of liquidity and maximizing the yield on investments. Accordingly, all of the City's deposits are either insured by the Federal Deposit Insurance Corporation (FDIC) or are collateralized by governmental securities. The maturities of the investments range from 30 days to 36 months, with an average maturity of approximately 183 days. On September 30, 2018, the annualized yield on investments was 1.38%, compared to 1.07% for the same period in 2017. Funds available for investment at September 30, 2018 were \$23.3 million, which is a decrease of \$4.9 million from 2017. The net decrease in portfolio balance is primarily due to the capital expenditures for the new Public Safety Facility, Fire House #3, and the Lake Sharon Road extension project.

AWARDS AND ACKNOWLEDGEMENTS

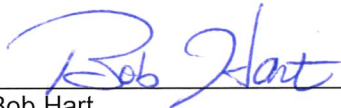
The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Corinth for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2017. This was the ninth consecutive year that the City received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of only one year. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Distinguished Budget Presentation Award for its annual budget document dated October 1, 2017. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document must be proficient in several categories; including serving as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire staff of the Finance department. We would like to express our appreciation for the assistance provided by our auditors, Eide Bailly, LLP (formerly Davis Kinard & Co, PC). Credit must also be given to the Mayor and City Council for their unfailing support in maintaining the highest standards of professionalism in the management of the City of Corinth and its finances.

Respectfully Submitted,



Bob Hart
City Manager



Lee Ann Bunselmeyer
Director of Finance, Communication & Strategic
Services



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Corinth
Texas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

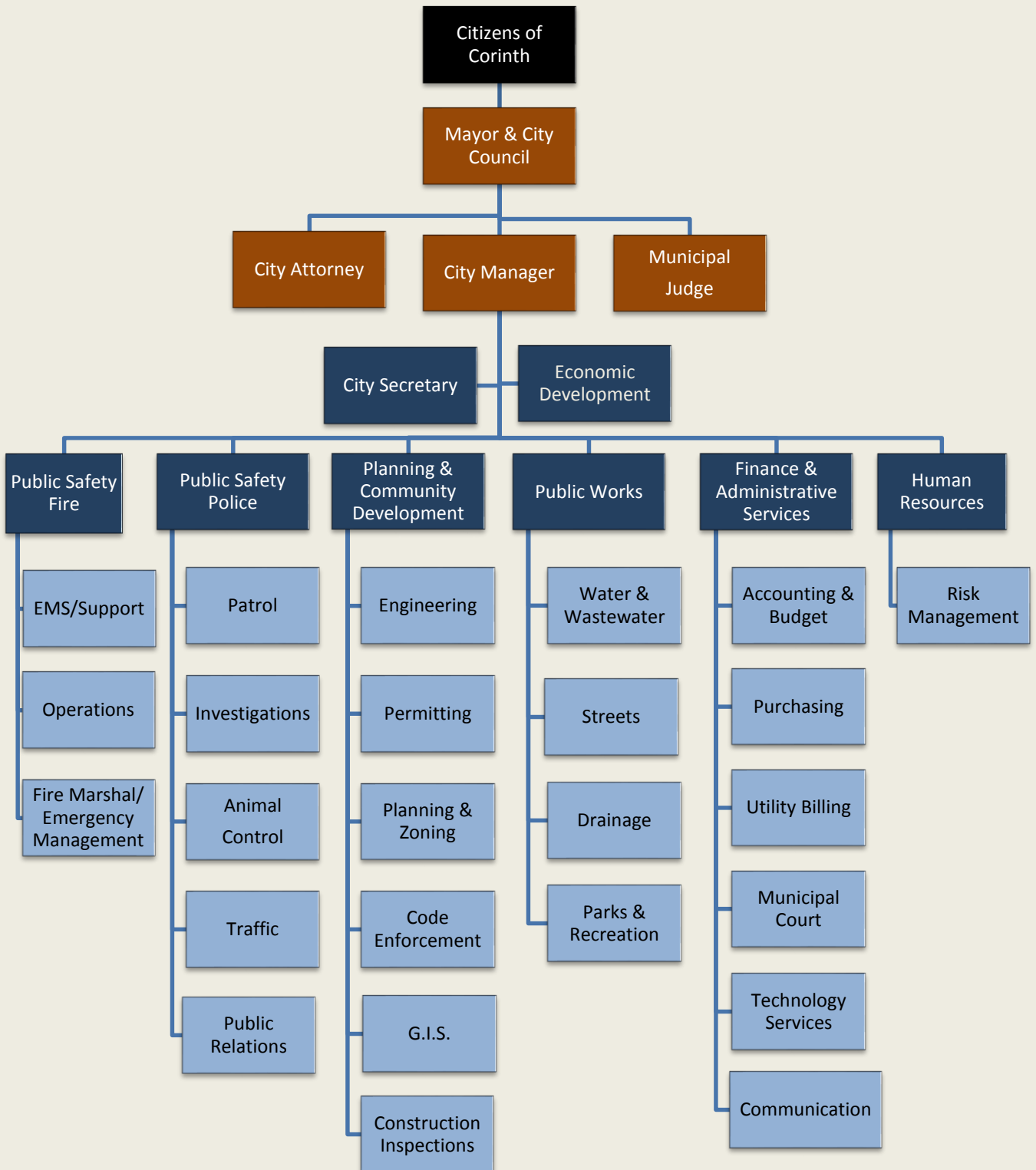
September 30, 2017

Christopher P. Morrill

Executive Director/CEO

ORGANIZATIONAL CHART

As of October 1, 2017



**City of Corinth, Texas
Elected and Appointed Officials**

Elected Officials:

Bill Heidemann
Mayor

Sam Burke
Mayor Pro Tem, Place I

Scott Garber
Council Place II

Lowell Johnson
Council Place III

Tina Henderson
Council Place IV

Don Glockel
Council Place V

Appointed Officials:

Bob Hart, City Manager

Kim Pence, City Secretary

Jason Alexander, Director of Economic Development

Mike Alexander, Interim Chief of Police

Lee Ann Bunselmeyer, Director of Finance, Communication and Strategic
Services

Cody Collier, Director of Public Works, Parks and Recreation, and Utility
Operations

Helen-Eve Liebman, Director of Planning and Development Services

Michael Ross, Fire Chief

Guadalupe Ruiz, Director of Human Resources

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FINANCIAL SECTION



Independent Auditor's Report

To the Mayor and
Members of the City Council
City of Corinth, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Corinth, Texas (the City) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Corinth, Texas as of September 30, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Notes 4 and 11 to the financial statements, the City has adopted the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which has resulted in a restatement of the net position as of October 1, 2017. Our opinions are not modified with respect to this matter.

Restatement of Prior Period Financial Statements

As discussed in Note 11 to the financial statements, certain errors in the 2017 financial statements related to allocation of net pension liability amounts to the discretely presented component unit and recognition of fire service revenues were noted during the current year. Accordingly, amounts reported for beginning net position and fund balance have been restated in the 2018 financial statements to correct those errors. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplemental information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements taken as a whole. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated in all material respects in relation to the financial statements taken as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2019 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Sully LLP". The signature is written in a cursive, flowing style.

Abilene, Texas
March 6, 2019

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As management of the City of Corinth, (the “City”) we offer readers of the City’s financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2018. The Management’s Discussion and Analysis is designed to assist the reader in focusing on significant financial issues, to provide an overview of the City’s financial activity, to identify changes in the City’s financial position and to identify any material deviations from the financial plan. We encourage readers to consider the information presented here in conjunction with the accompanying Letter of Transmittal and the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$70,716,331.
- Total net position increased \$1,831,565 from the prior year.
- As of the close of the current fiscal year, the City’s governmental funds reported combined ending fund balances of \$14,077,113, a decrease of \$8,088,633 in comparison with the prior year. This net decrease is due to the construction of capital projects. Of the combined ending balances, \$4,794,930 or 34% is available for spending within the City’s guidelines (*unassigned fund balance*).
- The City’s unassigned fund balance for the general fund was \$5,184,229 or 31% of total general fund expenditures.
- Long term liabilities decreased to \$43,250,588 during fiscal year 2018. The decrease reflects the principal portion of debt payments.

Management’s discussion and analysis is intended to serve as an introduction to the City of Corinth’s basic financial statements. The City’s financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

The basic financial statements include two types of statements that present different views of the City:

Required Components of the City’s Annual Financial Report

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the City’s overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the City reporting operations in more detail than the government-wide statements.
- *The governmental funds* statements tell how *general governmental* services were financed in the *short term*, as well as, what remains for future spending.
- *Proprietary fund* statements offer *short* and *long-term* financial information about the activities the government operates *like a business*.
- *Fiduciary fund* statements provide information about the financial relationships in which the City acts solely as a *trustee or agent* for the benefit of others to whom the resources in question belong.

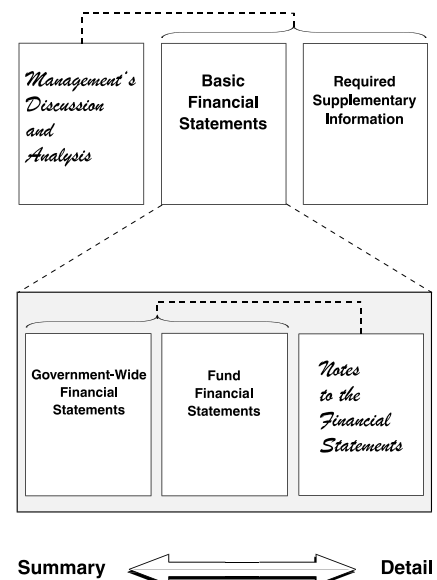


Figure 1 summarizes the major features of the City's financial statements, including the portion of the City government they cover and the types of information they contain. The remainder of this overview section of Management's Discussion and Analysis explains the structure and contents of each of the statements.

Government-wide financial statements. The government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies.

The *statement of net position* presents information on all of the City of Corinth's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the net difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Corinth is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include public safety, fire services, community services, planning and community development, public works, city administration, finance and administrative services and debt service. The business-type activities are the water and wastewater utility fund, which includes contracted garbage collection services, and the storm water utility fund.

The government-wide financial statements include not only the City itself (known as the *primary government*), but also a legally separate

Economic Development Corporation as a component unit for which the City is financially accountable. Financial information for this component unit is reported separately from the financial information presented for the primary government itself.

Figure 1. Major Feature of the City's Government-wide and Fund Financial Statements

Type of Statements	Government-wide	Fund Statements		
		Governmental	Proprietary Funds	Fiduciary Funds
Scope	Entire City's government (except fiduciary funds) and the City's component units	The activities of the City that are not proprietary or fiduciary	Activities the City operates similar to private businesses or self insurance funds	Instances in which the City is the trustee or agent for someone else's resources
Required financial statements	<ul style="list-style-type: none"> • Statement of net position • Statement of activities 	<ul style="list-style-type: none"> • Balance sheet • Statement of revenues, expenditures & changes in fund balance 	<ul style="list-style-type: none"> • Statement of net position • Statement of revenues, expenditures & changes in fund net position • Statement of cash flows 	<ul style="list-style-type: none"> • Statement of fiduciary net position • Statement of changes in fiduciary net position
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, short-term and long-term	All assets and liabilities, both financial and capital, short-term and long-term; may contain capital assets
Type of inflow/outflow information	All revenue and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter.	All revenue and expenses during year, regardless of when cash is received or paid	All revenue and expenses during year, regardless of when cash is received or paid

The government-wide financial statements can be found starting on page 26 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives.

The City of Corinth, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial

statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as, on *balances of spendable resources available* at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Corinth reports twenty-one individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and Debt Service Fund, which are considered to be major funds. Data from the non-major governmental funds are combined into a single aggregated presentation. Fund data for the non-major governmental funds is provided in the form of *combining statements* elsewhere in this report.

The City of Corinth adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 30 – 36 of this report.

Proprietary funds. The City of Corinth maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Corinth uses two enterprise funds to account for its water and wastewater operations and for its storm water utility.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Wastewater Fund and the Storm Water Fund, both of which are considered to be major funds of the City.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found starting on page 44 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$70,716,331 at the close of the most recent fiscal year.

By far the largest portion of the City of Corinth's net position (\$58,492,275 or 83%) reflects its investment in capital assets (i.e., land, buildings, and infrastructure), less any related debt used to acquire those assets that is still outstanding. The City of Corinth uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of Corinth's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City's net position (\$4,126,156 or 6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$8,097,900 or 11%) may be used to meet the City's ongoing obligations to citizens and creditors. The City currently has \$24,181,701 available in cash and investments that may be used to meet the City's ongoing obligations to citizens and creditors. At the end of the current fiscal year the City of Corinth is able to report positive balances in the government-wide as a whole and the business-type activities.

City of Corinth’s Changes in Fund Balance. The City’s governmental funds decreased fund balance by \$8,088,633. The decrease can be attributed to the use of funds in the 2016 and 2017 CO Funds for Capital Improvement Projects. Net position, as part of the government-wide reports, is reported on a full-accrual basis. The reconciliation between the overall increase to governmental fund balances and the \$279,032 net increase to governmental activities net position illustrates the differences in reporting between the modified accrual basis used in the funds and full-accrual used at the government-wide level.

The following are the most significant factors in the reconciliation:

- Capital outlays are shown as expenditures in the fund financials statements, but they are shown as increases in capital assets in government-wide statements,
- Repayment of bond principal and capital leases are an expenditure in the governmental funds but not an expense in the statement of activities.

Exhibit A-6 on page 36 provides a detailed reconciliation between the statement of activities and the statement of revenues, expenditures and changes in fund balances of governmental funds.

Governmental Activities. Public safety, community services, public works, and planning and community development account for 98% of the expenses for the governmental activities. City administration, finance and administrative services and interest on long-term debt account for the remaining 2% of total expenses. These expenses were funded by revenues collected from a variety of sources. Property taxes produced \$10,587,532 or 51%, Charges for services accounted for \$4,626,596 or 22%, Sales tax received was \$2,370,316 or 11%, Franchise taxes provided \$1,120,653 or 5%, capital grants and contributions provided \$1,266,428 or 6% and operating grants and contributions provided \$277,286 or 1% for the governmental activities. The remaining 4% of revenue is made up of hotel occupancy tax, transfers, investment interest, other miscellaneous revenue and transfers. Figure 2 provides a graphic representation of the City’s expenses and any directly related revenues by source.

Figure 2: Program Revenues v. Expenses

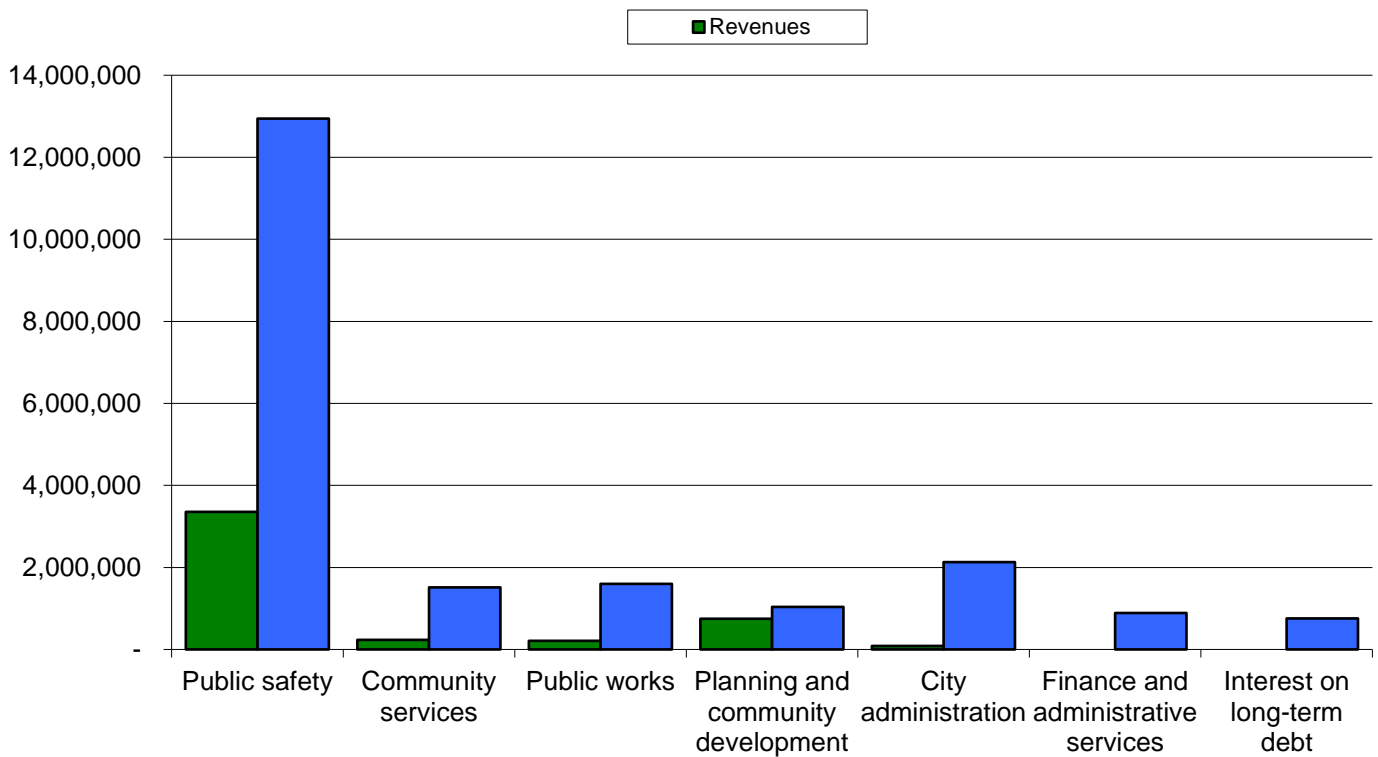


TABLE I

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
ASSETS						
Current and Other Assets	\$ 18,145,786	\$ 28,470,801	\$ 11,646,171	\$ 7,391,889	\$ 29,791,957	\$ 35,862,690
Capital assets	57,879,132	53,273,570	31,233,795	32,097,958	\$ 89,112,927	85,371,528
Total assets	76,024,918	81,744,371	42,879,966	39,489,847	118,904,884	121,234,218
DEFERRED OUTFLOWS OF RESOURCES						
Deferred loss from refunding	12,753	22,878	71,547	83,303	84,300	106,181
Deferred outflows - pension	1,172,137	2,173,391	158,098	286,162	1,330,235	2,459,553
Deferred outflows - OPEB	28,891	-	3,613	-	32,504	-
Total Deferred Outflows of Resources	1,213,781	2,196,269	233,258	369,465	1,447,039	2,565,734
LIABILITIES						
Long-term liabilities outstanding	31,765,567	38,247,084	11,485,021	10,035,416	43,250,588	48,282,500
Other liabilities	3,008,515	4,265,620	1,627,584	1,476,589	4,636,099	5,742,209
Total liabilities	34,774,082	42,512,704	13,112,605	11,512,005	47,886,687	54,024,709
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows - pension	1,556,429	473,645	192,476	62,618	1,748,905	536,263
Total Deferred Inflows of Resources	1,556,429	473,645	192,476	62,618	1,748,905	536,263
NET POSITION						
Net investment in capital assets	35,039,143	35,025,019	23,453,132	23,133,935	58,492,275	58,158,954
Restricted	2,830,975	2,600,794	1,295,181	1,127,099	4,126,156	3,727,893
Unrestricted	3,038,070	3,328,479	5,059,830	4,023,655	8,097,900	7,352,134
Total Net Position	\$ 40,908,188	\$ 40,954,292	\$ 29,808,143	\$ 28,284,689	\$ 70,716,331	\$ 69,238,981

Government-wide activities. As shown above, governmental activities decreased net position by \$46,104 and business-type activities increased net position by \$1,523,454. A detailed examination of all the elements affecting net position can be found in Table II.

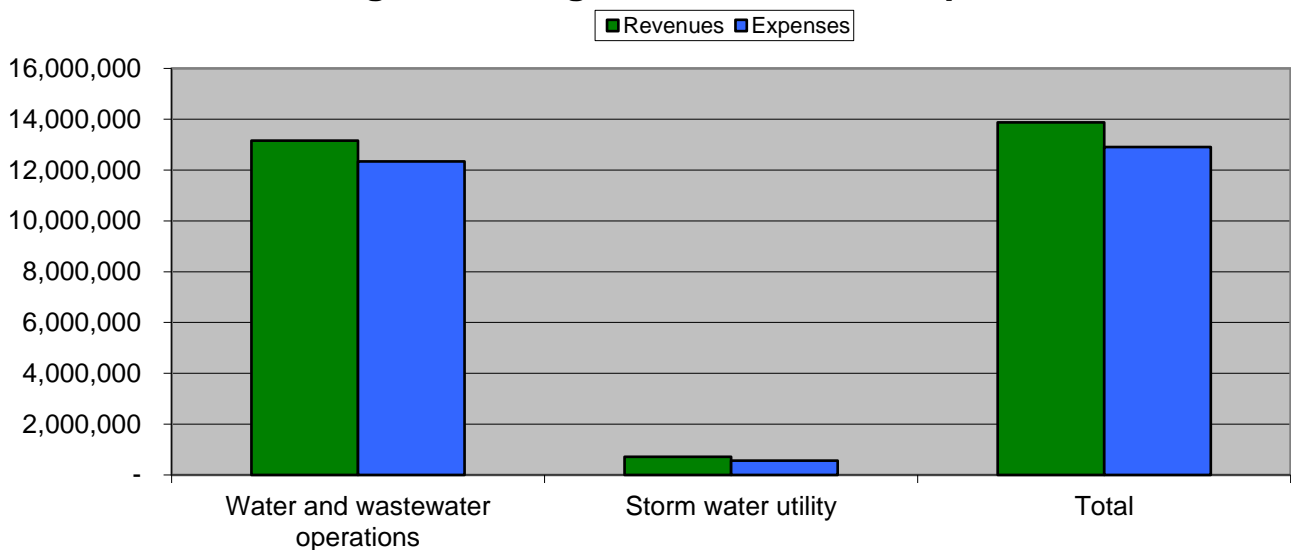
TABLE II

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Revenues:						
Program revenues						
Charges for services	\$ 4,626,596	\$ 5,595,180	\$ 13,871,517	\$ 12,059,785	\$ 18,498,113	\$ 17,654,965
Operating grants and contributions	277,286	97,506	-	-	277,286	97,506
Capital grants and contributions	1,266,428	1,630,239	937,813	2,997,195	2,204,241	4,627,434
General revenues						
Property taxes	10,587,532	10,629,143	-	-	10,587,532	10,629,143
Sales taxes	2,370,316	2,253,805	-	-	2,370,316	2,253,805
Franchise taxes	1,120,653	1,073,789	-	-	1,120,653	1,073,789
Hotel taxes	61,181	77,673	-	-	61,181	77,673
Miscellaneous	57,042	228,971	6,748	7,600	63,790	236,571
Investment interest	251,014	204,231	94,664	43,692	345,678	247,923
Gain (loss) on sale of capital assets	94,205	3,497	42,141	1,196	136,346	4,693
Total Revenues	20,712,253	21,794,034	14,952,883	15,109,468	35,665,136	36,903,502
Expenses:						
Public safety	12,945,976	10,464,824	-	-	12,945,976	10,464,824
Community services	1,511,542	1,533,030	-	-	1,511,542	1,533,030
Public works	1,595,297	4,534,197	-	-	1,595,297	4,534,197
Planning and community development	1,034,510	857,360	-	-	1,034,510	857,360
City administration	2,128,443	1,940,255	-	-	2,128,443	1,940,255
Finance and administrative services	886,880	888,324	-	-	886,880	888,324
Interest on long-term debt	828,591	844,665	-	-	828,591	844,665
Water and wastewater	-	-	12,342,091	12,098,839	12,342,091	12,098,839
Storm drainage	-	-	560,241	517,412	560,241	517,412
Total Expenses	20,931,239	21,062,655	12,902,332	12,616,251	33,833,571	33,678,906
Increase (decrease) in net position before transfers, contributions and special items	(218,986)	731,379	2,050,551	2,493,217	1,831,565	3,224,596
Net transfers	498,018	678,980	(498,018)	(678,980)	-	-
Increase (decrease) in net position	279,032	1,410,359	1,552,533	1,814,237	1,831,565	3,224,596
Net position - beginning	40,954,292	39,543,933	28,284,689	26,470,452	69,238,981	66,014,385
Prior Period Adjustment	(325,136)	-	(29,079)	-	(354,215)	-
Net position - ending	\$ 40,908,188	\$ 40,954,292	\$ 29,808,143	\$ 28,284,689	\$ 70,716,331	\$ 69,238,981

Business-type Activities. Business-type activities increased the City’s net position by \$1,552,533. Charges for Services is a major revenue source in both the Water/Wastewater Fund and the Storm Drainage Fund, producing \$13,152,059 and \$719,458, respectively, in revenue. Charges for services account for 93% of the revenue. Contributions of assets arising from new property development within the City, totaled \$937,813 or 6% in revenue. Less than 1% of revenue is made up of investment interest and other miscellaneous revenue.

Total revenue from water and wastewater sales and services was \$13,152,059; associated operating costs of water, wastewater treatment, and operations and maintenance accounted for \$12,342,091 of the total business-type expenses of \$12,902,332. The remaining \$560,241 in expenses for business-type activities is associated with the storm water utility. Storm water utility fees brought in \$719,458 in revenue. The following chart (Figure 3) provides a graphic representation of the City’s business-type expenses and any directly related revenues by source.

Figure 3: Program Revenues v. Expenses



FINANCIAL ANALYSIS OF THE GOVERNMENT’S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City’s governmental funds reported combined ending fund balances of \$14,077,113 a decrease of \$8,088,633 in comparison with the prior year. The net decrease in combined ending fund balance is due to the following: a net increase in the General Fund balance of \$154,112, a net decrease in the Debt Service Fund of \$91,487, a net increase of \$527,285 in other governmental funds, a net decrease of \$5,408,816 in the 2016 CO Fund and a net decrease of \$3,269,727 in the 2017 CO Fund.

Of the combined total governmental fund balances of \$14,077,113, \$5,184,229 reflects the General Fund *unassigned* fund balance which is available for spending at the government’s discretion. The fund balance that is designated as *restricted* is not available for new spending due to debt service amounts, specific programs, and construction projects amounts to \$299,194, \$2,611,761 and \$2,962,556, respectively. The fund balance that is designated as *committed*, \$3,156,896 represents those amounts committed to liquidate contracts or encumbrances. The fund balance amount designated as *non-spendable* is for prepaid items, \$17,981, and inventories, \$233,795.

General Fund. The General Fund is the chief operating fund of the City of Corinth. At the end of the current fiscal year, *unassigned* fund balance of the General Fund was \$5,184,229 while total fund balance reached \$5,436,005. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures for the fiscal year. Unassigned fund balance represents 33% of total General Fund expenditures, while total fund balance represents 34% of that same amount.

This year, in the General Fund, revenues were more than expected by a total of \$204,148. Property Taxes, Franchise Fees, Development fees and permits, Police fees and permits, Donations and Miscellaneous Income were less than budget by \$7,506, \$7,574, \$40,900, \$6,292, \$11,750 and \$52,531, respectively. Sales Tax, Utility Fees, Traffic fines and forfeitures, Parks and recreation fees, Fire Services, Interest Income and Charges for Services were above budget by \$178,786, \$7,219, \$17,366, \$2,730, \$36,710, \$86,266, and \$1,624, respectively. The City budgeted for no growth in fiscal year 2018. While revenues were over budget by \$204,148, expenditures were under budget by \$813,843. The net effect at year end was a increase of \$154,112 of revenues over expenditures in the General Fund.

Debt Service Fund. As part of the budgetary process, the government enacts a dedicated property tax for debt service each fiscal year. The Debt Service Fund has a total fund balance of \$299,194, all of which is restricted for the payment of debt service.

2016 CO Fund. This fund is used to track revenues and expenditures related to the 2016 CO Debt Issuance. Funds were used for acquiring, improving and equipping a new Public Safety Facility for the Police and Fire Departments, constructing an elevated storage tank, facility renovations for City Hall and Fire House #2 as well as the Lake Sharon Road Extension.

2017 CO Fund. This fund is used to track revenues and expenditures related to the 2017 CO Debt Issuance. Funds were used for acquiring, improving and equipping a new Public Safety Facility for the Police and Fire Departments, renovating a facility for the Public Works Department as well as the Lake Sharon Road Extension.

Other Governmental Funds. The non-major governmental funds are the Crime Control and Prevention Fund, Street Maintenance Fund, Hotel-Motel Tax Fund, Keep Corinth Beautiful Fund, County Child Safety Fund, Special Revenue Funds, Municipal Court Security Fund, Municipal Court Technology Fund, Police Confiscation Fund – State, Parks Development Fund, Community Park Improvement Fund, Tree Mitigation Fund, Roadway Impact Fee Fund, Governmental Capital Projects Fund, Vehicle Replacement Fund, LCFD Vehicle & Equipment Replacement Fund, Technology Equipment Replacement Fund, Street Escrow Fund, 2007 CO Streets Fund, and Public Safety Property Fund. Each of these funds is used to account for revenues and expenditures related to specific purposes.

- The Corinth Crime Control and Prevention District is a special sales tax of \$.0025 levied for crime control and prevention within the City. Sales tax collections were \$35,110 more than budgeted, interest earnings were more than budgeted by \$2,337 and expenditures were \$68,754 less than budgeted. Due to the positive variances in revenues and expenditures, actual fund balance increased \$122,212.
- The Street Maintenance Sales Tax fund accounts for the collection of a special sales tax of \$.0025. Sales tax collections were more than budgeted by \$41,304, interest earnings were more than budgeted by \$8,451 and expenditures were less than budget by \$357,502. These combined increased actual fund balance by \$336,395.

Proprietary funds. The City of Corinth's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The City maintains two enterprise funds, the Water and Wastewater fund and the Storm Water utility fund.

Water and Wastewater fund assets of \$37,767,277 and deferred outflows of resources of \$206,670 exceeded liabilities of \$11,647,602 and deferred inflows of resources of \$175,808, reporting net position of \$26,150,537. The net non-operating revenues expenses were (\$145,457) which included investment interest, debt service interest, miscellaneous income, as well as, the sale of aging and obsolete capital assets at auction. The largest portion of the non-operating expenses was \$276,933 of interest expense. Unrestricted net position for the Water and Wastewater fund increased from \$3,029,211 in fiscal year 2017 to \$4,336,837 for fiscal year 2018.

Storm Water utility fund assets of \$5,112,689 and deferred outflows of \$26,588 exceeded liabilities of \$1,256,589 and deferred inflows of resources of \$16,668, leaving total net position of \$3,657,606. Total net position decreased \$93,271, unrestricted net position decreased from \$994,444 to \$722,993. The storm water utility reported operating income of \$203,923 in fiscal year 2018. Net non-operating revenues and expenses were (\$32,629) which includes \$11,987 in interest income, \$90 in miscellaneous income, and \$44,706 in interest expense.

GENERAL FUND BUDGETARY HIGHLIGHTS

For fiscal year 2017-18, General Fund actual expenditures (including transfers) were \$16,959,529 compared to the final budget of \$17,773,372. The \$813,843 expenditure variance was due to reduced costs of \$422,055 for Public Safety, \$87,619 in Planning and Community Development, \$84,991 in Community Services, \$81,464 in City Administration, \$90,769 in Finance and Administrative Services, and \$46,945 in Public Works. Actual revenue (including transfers) was \$17,113,641 compared to the final budget of \$16,909,493. Of the \$204,148 revenue variance, approximately \$178,786 was for increased sales tax collection, and \$86,266 was due to increased interest income.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets. The City of Corinth’s investment in capital assets for its governmental and business type activities as of September 30, 2018, amounts to \$89,122,927 (net of accumulated depreciation). This investment in capital assets includes land, buildings and system improvements, machinery and equipment, park facilities and infrastructure. The total change in the City’s investment in capital assets for the current fiscal year represents purchases, retirements, construction in progress for infrastructure and transfers and adjustments.

**TABLE III
CAPITAL ASSETS AT YEAR-END**

	Governmental Activities		Business-Type Activities		TOTAL	
	2018	2017	2018	2017	2018	2017
Land	\$ 6,129,106	\$ 2,595,762	\$ 524,330	\$ 524,330	\$ 6,653,436	\$ 3,120,092
CIP	2,904,037	9,287,274	499,473	34,750	3,403,510	9,322,024
Buildings	14,436,732	4,100,547	91,051	97,617	14,527,783	4,198,164
Machinery and equipment	4,670,689	4,739,365	340,887	345,634	5,011,576	5,084,999
Infrastructure	29,738,568	32,550,622	29,778,054	31,095,626	59,516,622	63,646,248
Total capital assets	\$ 57,879,132	\$ 53,273,570	\$ 31,233,795	\$ 32,097,957	\$ 89,112,927	\$ 85,371,527

Additional information on the City’s capital assets can be found in the notes to the financial statements on page 53.

Long-term debt. At the end of the current fiscal year, the City had total bonded debt outstanding of \$31,735,004 consisting of General Obligation Bonds and Certificates of Obligation. Debt can be reallocated among the Governmental and Business-Type Activities to reflect the amount of outstanding debt related to capital projects. All debt payments were made when due. Total debt payments equaled \$2,294,996. Total outstanding debt decreased by \$2,459,317 in fiscal year 2018 due to payment of debt principal (see Note 6).

**TABLE IV
OUTSTANDING DEBT AT YEAR-END**

	Governmental Activities		Business-Type Activities		TOTAL	
	2018	2017	2018	2017	2018	2017
General Obligation Bonds	\$ 6,663,408	\$ 7,809,874	\$ 6,801,595	\$ 7,885,126	\$ 13,465,003	\$ 15,695,000
Certificates of Obligation	15,470,001	18,335,001	2,800,000	-	18,270,001	18,335,001
Capital Lease Obligation	1,217,298	1,381,618	-	-	1,217,298	1,381,618
Total outstanding debt	\$ 23,350,707	\$ 27,526,493	\$ 9,601,595	\$ 7,885,126	\$ 32,952,302	\$ 35,411,619

Additional information on the City’s long-term debt can be found in this report in the notes to the financial statements on page 57.

Moody's Investor's Service, Inc. has given the City's General Obligation Bond and the Certificates of Obligation a rating of "AA2". Standard and Poor's Corporation has given both the City's General Obligation and Certificates of Obligation an "AA" rating. The City is permitted by Article XI, Section 5 of the State of Texas Constitution to levy taxes up to \$2.50 per \$100 of assessed valuation for general governmental services including the payment of principal and interest on general obligation long-term debt. The current ratio of tax-supported debt to certified assessed value of all taxable property is 43.40 percent.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City continues to rely heavily on property tax to support its continuing operations. Certified property values increased 10.58% for the 2018 tax year over the 2017 certified value. Sales tax, the second largest revenue source for the General Fund during FY 2017-18 also increased by 5% over the prior year's receipts. All other revenues held firm. The City received notification in September 2018 of its approval of nine (9) firefighters through the Staffing for Adequate Fire and Emergency Response Grants (SAFER). The SAFER grant provides funding for the nine positions for three years. The grant firefighter positions along with the reallocation of staffing from the other two stations will provide adequate staffing to open Fire House no. 3 in February 2019. The City is seeking legislation to permit Corinth to seek voter approval to partially fund the Fire Service through sales tax. Should the proposed legislation pass and be signed by the governor, the earliest election date would be November 2019 for voters to consider such a district to assist in funding fire operations.

The City Council approved a tax rate of \$.53686 for fiscal year 2018. General operations and maintenance will receive \$.42791 of the total and the remaining \$.10895 will fund long-term debt of the City which includes the new Public Safety Facility, Fire House no. 3, and street improvements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance, City of Corinth, 3300 Corinth Parkway, Corinth, Texas, 76208.

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BASIC FINANCIAL STATEMENTS

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Corinth Economic Development Corporation
Assets				
Cash and cash equivalents	\$ 4,510,104	\$ 3,358,708	\$ 7,868,812	\$ 298,872
Investments	9,928,003	6,384,886	16,312,889	3,516,285
Receivables (net of allowance)				
Accounts	3,455,903	1,780,262	5,236,165	162,492
Inventories	233,795	122,315	356,110	-
Prepaid items	17,981	-	17,981	-
Capital assets not being depreciated				
Land	6,129,106	524,330	6,653,436	-
Construction in progress	2,904,037	499,473	3,403,510	-
Capital assets (net of accumulated depreciation)				
Buildings	14,436,732	91,051	14,527,783	-
Machinery and equipment	4,670,689	340,887	5,011,576	-
Infrastructure	29,738,568	29,778,054	59,516,622	-
Total assets	<u>76,024,918</u>	<u>42,879,966</u>	<u>118,904,884</u>	<u>3,977,649</u>
Deferred Outflows of Resources				
Deferred loss from refunding	12,753	71,547	84,300	-
Deferred outflows - pension	1,172,137	158,098	1,330,235	14,413
Deferred outflows - OPEB	28,891	3,613	32,504	364
Total deferred outflows of resources	<u>1,213,781</u>	<u>233,258</u>	<u>1,447,039</u>	<u>14,777</u>
Liabilities				
Accounts payable	403,664	886,286	1,289,950	1,952
Accrued liabilities	368,236	58,486	426,722	4,468
Accrued interest payable	117,535	55,207	172,742	-
Municipal court bonds	7,790	-	7,790	-
Customer meter deposits	-	627,605	627,605	-
Other liabilities	2,077,627	-	2,077,627	-
Unearned revenues	33,663	-	33,663	-
Noncurrent liabilities				
Due within one year	1,805,016	1,166,504	2,971,520	8,236
Due in more than one year	29,960,551	10,318,517	40,279,068	61,405
Total liabilities	<u>34,774,082</u>	<u>13,112,605</u>	<u>47,886,687</u>	<u>76,061</u>

The accompanying notes are an integral part of these financial statements.

City of Corinth, Texas
Statement of Net Position (Exhibit A-1)
September 30, 2018

Deferred Inflows of Resources				
Deferred inflows - pension	<u>1,556,429</u>	<u>192,476</u>	<u>1,748,905</u>	<u>19,664</u>
Total deferred inflows of resources	<u>1,556,429</u>	<u>192,476</u>	<u>1,748,905</u>	<u>19,664</u>
Net Position				
Net investment in capital assets	35,039,143	23,453,132	58,492,275	-
Restricted for capital projects	-	1,295,181	1,295,181	-
Restricted for specific programs	2,611,761	-	2,611,761	-
Restricted for debt service	219,214	-	219,214	-
Restricted for economic development	-	-	-	3,896,701
Unrestricted	<u>3,038,070</u>	<u>5,059,830</u>	<u>8,097,900</u>	<u>-</u>
Total net position	<u>\$ 40,908,188</u>	<u>\$ 29,808,143</u>	<u>\$ 70,716,331</u>	<u>\$ 3,896,701</u>

	Program Revenue			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government				
Governmental activities				
Public safety	\$ 12,945,976	\$ 3,351,543	\$ 10,709	\$ -
Community services	1,511,542	234,622	56,018	-
Public works	1,595,297	207,711	-	1,266,428
Planning and community development	1,034,510	749,678	-	-
City administration	2,128,443	83,042	210,559	-
Finance and administrative services	886,880	-	-	-
Interest on long-term debt	828,591	-	-	-
Total governmental activities	<u>20,931,239</u>	<u>4,626,596</u>	<u>277,286</u>	<u>1,266,428</u>
Business-type activities				
Water and sewer	12,342,091	13,152,059	-	827,903
Storm drainage	560,241	719,458	-	109,910
Total business-type activities	<u>12,902,332</u>	<u>13,871,517</u>	<u>-</u>	<u>937,813</u>
Total primary government	<u><u>33,833,571</u></u>	<u><u>18,498,113</u></u>	<u><u>277,286</u></u>	<u><u>2,204,241</u></u>
Component Unit				
Corinth Economic Development Corporation	<u><u>\$ 484,085</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
General Revenues				
Taxes				
Property taxes				
Sales taxes				
Franchise taxes				
Hotel occupancy tax				
Investment income				
Other income (expense)				
Gain on sale of capital assets				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position, beginning				
Prior period adjustments				
Beginning net position, as restated				
Net position, ending				

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-type Activities	Total	Corinth Economic Development Corporation
\$ (9,583,724)	\$ -	\$ (9,583,724)	
(1,220,902)	-	(1,220,902)	
(121,158)	-	(121,158)	
(284,832)	-	(284,832)	
(1,834,842)	-	(1,834,842)	
(886,880)	-	(886,880)	
(828,591)	-	(828,591)	
(14,760,929)	-	(14,760,929)	
-	1,637,871	1,637,871	
-	269,127	269,127	
-	1,906,998	1,906,998	
(14,760,929)	1,906,998	(12,853,931)	
			\$ (484,085)
10,587,532	-	10,587,532	-
2,370,316	-	2,370,316	796,002
1,120,653	-	1,120,653	-
61,181	-	61,181	-
251,014	94,664	345,678	48,458
57,042	6,748	63,790	-
94,205	42,141	136,346	-
498,018	(498,018)	-	-
15,039,961	(354,465)	14,685,496	844,460
279,032	1,552,533	1,831,565	360,375
40,954,292	28,284,689	69,238,981	3,603,623
(325,136)	(29,079)	(354,215)	(67,297)
40,629,156	28,255,610	68,884,766	3,536,326
<u>\$ 40,908,188</u>	<u>\$ 29,808,143</u>	<u>\$ 70,716,331</u>	<u>\$ 3,896,701</u>

	General	Debt Service	2016 CO Fund
Assets			
Cash and cash equivalents	\$ 248,612	\$ 7,209	\$ 175,617
Investments	4,900,198	291,914	1,200,000
Receivables (net of allowance)			
Property taxes	92,176	27,738	-
Sales taxes	299,301	-	-
Accounts	65,218	9,243	-
Interest	19,082	-	1,201
Warrants	1,981,077	-	-
Ambulance	299,571	-	-
Miscellaneous	409,366	-	-
Due from other governments	2,533	645	-
Inventories	233,795	-	-
Prepaid items	17,981	-	-
Total assets	<u>\$ 8,568,910</u>	<u>\$ 336,749</u>	<u>\$ 1,376,818</u>
Liabilities			
Accounts payable	\$ 218,412	\$ -	\$ 116,785
Accrued liabilities	362,806	-	-
Municipal court bonds	7,790	-	-
Other liabilities	1,377,596	-	-
Unearned revenue	26,163	-	-
Total liabilities	<u>1,992,767</u>	<u>-</u>	<u>116,785</u>
Deferred Inflows of Resources			
Unavailable revenue	1,140,138	37,555	-
Total deferred inflows of resources	<u>1,140,138</u>	<u>37,555</u>	<u>-</u>
Fund Balances			
Nonspendable	251,776	-	-
Restricted	-	299,194	1,260,033
Committed	-	-	-
Unassigned	5,184,229	-	-
Total fund balances	<u>5,436,005</u>	<u>299,194</u>	<u>1,260,033</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 8,568,910</u>	<u>\$ 336,749</u>	<u>\$ 1,376,818</u>

The accompanying notes are an integral part of these financial statements.

City of Corinth, Texas
 Balance Sheet – Governmental Funds (Exhibit A-3)
 September 30, 2018

2017 CO Fund	Other Governmental Funds	Total Governmental Funds
\$ 819,115	\$ 3,259,551	\$ 4,510,104
921,630	2,614,261	9,928,003
-	-	119,914
-	140,375	439,676
9,706	-	84,167
1,078	6,893	28,254
-	-	1,981,077
-	-	299,571
-	90,700	500,066
-	-	3,178
-	-	233,795
-	-	17,981
<u>\$ 1,751,529</u>	<u>\$ 6,111,780</u>	<u>\$ 18,145,786</u>
\$ 49,006	\$ 19,461	\$ 403,664
-	5,430	368,236
-	-	7,790
-	700,031	2,077,627
-	7,500	33,663
<u>49,006</u>	<u>732,422</u>	<u>2,890,980</u>
-	-	1,177,693
-	-	1,177,693
-	-	251,776
1,702,523	2,611,761	5,873,511
-	3,156,896	3,156,896
-	(389,299)	4,794,930
<u>1,702,523</u>	<u>5,379,358</u>	<u>14,077,113</u>
<u>\$ 1,751,529</u>	<u>\$ 6,111,780</u>	<u>\$ 18,145,786</u>

Total Fund Balances - Governmental Funds	\$ 14,077,113
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.	57,879,132
Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds. As a result, these liabilities decrease net position:	
Capital leases payable	(1,217,298)
Bonds payable	(24,598,000)
Accrued compensated absences	(959,865)
Deferred loss on bond refunding is not included in the governmental funds but is deferred and amortized in the government wide statements.	12,753
Payables for bond interest which are not due in the current period are not reported in the fund financial statements but are included in the statement of net position. This results in a decrease in net position.	(117,535)
Included in liabilities is the recognition of the City's net pension liability in the amount of \$4,708,773, a deferred inflow of resources of \$1,556,429 and a deferred outflow of resources of \$1,172,137. This results in a decrease in net position.	(5,093,065)
Included in liabilities is the recognition of the City's net OPEB liability in the amount of \$281,631 and a deferred outflow of resources of \$28,891. This results in a decrease in net position.	(252,740)
Other adjustments are necessary to convert from the modified accrual basis of accounting to the accrual basis of accounting. Net property taxes receivable of \$124,486, net fines, fees and court costs receivable of \$687,605, net fees for ambulance receivables of \$299,571 and net receivables for other items of \$66,031 were unavailable to pay for the current period expenditures and are deferred inflows in the governmental funds but are recognized as revenue in the government wide statements. This results in an increase in net position.	1,177,693
Net Position of Governmental Activities	<u>\$ 40,908,188</u>

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	General	Debt Service	2016 CO Fund
Revenues			
Taxes			
Property	\$ 8,407,599	\$ 2,141,177	\$ -
Sales	1,609,767	-	-
Hotel occupancy tax	-	-	-
Franchise	1,120,653	-	-
Escrow and impact fees	-	-	-
Utility fees	24,719	-	-
Traffic fines and forfeitures	722,634	-	-
Development fees and permits	710,434	-	-
Police fees and permits	22,158	-	-
Parks and recreation fees	167,604	-	-
Fire services	2,748,660	-	-
Donations	-	-	-
Interest income	123,266	8,215	31,383
Grants	-	-	-
Miscellaneous income	61,502	422	-
Charges for services	564,514	-	-
Total revenues	16,283,510	2,149,814	31,383
Expenditures			
Current			
Public safety	9,965,972	-	-
Community services	1,366,918	-	-
Public works	751,837	-	-
Planning and community development	985,423	-	-
City administration	1,957,650	-	-
Finance and administrative services	893,640	-	-
Debt service			
Principal	-	1,211,465	-
Interest	-	1,022,312	-
Bond fees	-	10,440	-
Capital outlay	-	-	4,563,941
Total expenditures	15,921,440	2,244,217	4,563,941
Excess (Deficiency) of Revenues over (under) Expenditures	362,070	(94,403)	(4,532,558)
Other Financing Sources (Uses)			
Proceeds from sale of capital assets	-	-	-
Transfers out	(1,038,089)	-	(1,376,258)
Transfers in	830,131	2,916	500,000
Total other financing sources (uses)	(207,958)	2,916	(876,258)
Net Change in Fund Balance	154,112	(91,487)	(5,408,816)
Fund Balance -			
October 1 (Beginning)	5,438,806	390,681	6,668,849
Prior period adjustment	(156,913)	-	-
Fund Balance -			
October 1 (Beginning), as restated	5,281,893	390,681	6,668,849
Fund Balance -			
September 30 (Ending)	\$ 5,436,005	\$ 299,194	\$ 1,260,033

City of Corinth, Texas
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds (Exhibit A-5)
Year Ended September 30, 2018

2017 CO Fund	Other Governmental Funds	Total Governmental Funds
\$ -	\$ -	\$ 10,548,776
-	760,549	2,370,316
-	61,181	61,181
-	-	1,120,653
-	207,711	207,711
-	-	24,719
-	36,363	758,997
-	-	710,434
-	28,020	50,178
-	9,935	177,539
-	11,989	2,760,649
1,266,428	276,034	1,542,462
28,773	59,377	251,014
-	1,576	1,576
10,531	278,942	351,397
-	-	564,514
<u>1,305,732</u>	<u>1,731,677</u>	<u>21,502,116</u>
-	654,062	10,620,034
-	61,467	1,428,385
-	135,054	886,891
-	54,681	1,040,104
-	157,190	2,114,840
-	-	893,640
-	164,320	1,375,785
-	41,957	1,064,269
-	-	10,440
3,174,329	227,030	7,965,300
<u>3,174,329</u>	<u>1,495,761</u>	<u>27,399,688</u>
(1,868,597)	235,916	(5,897,572)
-	182,498	182,498
(1,500,000)	(573,835)	(4,488,182)
98,870	682,706	2,114,623
<u>(1,401,130)</u>	<u>291,369</u>	<u>(2,191,061)</u>
(3,269,727)	527,285	(8,088,633)
4,972,250	4,852,073	22,322,659
-	-	(156,913)
<u>4,972,250</u>	<u>4,852,073</u>	<u>22,165,746</u>
<u>\$ 1,702,523</u>	<u>\$ 5,379,358</u>	<u>\$ 14,077,113</u>

City of Corinth, Texas
 Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental
 Funds to the Statement of Activities (Exhibit A-6)
 Year Ended September 30, 2018

Net Change in Fund Balances - Total Governmental Funds	\$ (8,088,633)
Amounts reported for governmental activities in the statement of activities are different because:	
Current year capital outlays are expenditures in the fund financial statements, but they are shown as increases in capital assets in the government-wide financial statements.	8,936,833
The net book value of capital assets disposed reduces net position.	(88,293)
Depreciation is not recognized as an expenditure in governmental funds since it does not require the use of current financial resources.	(4,242,978)
The repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.	
Bond principal repayments	1,211,465
Transfer of bonds payable and premium to water and sewer fund	2,871,577
Capital lease repayment	164,320
Amortization of premium	194,540
Amortization of deferred loss on bond refunding	<u>(10,125)</u>
	4,431,777
Changes in long-term liabilities for compensated absences are not reported in the governmental funds but are included in the statement of activities.	72,702
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due. The current year change in the interest accrual is an increase in net position.	61,703
Certain pension expenditures that are recorded in the fund financial statements must be recorded as deferred outflows of revenues. Contributions made after the measurement date caused the change in net position to increase in the amount of \$953,787. The City's share of the unrecognized deferred inflows and outflows for TMRS as of the measurement date must be amortized and the City's pension expense must be recognized. These cause the change in net position to decrease in the amount of \$853,641.	100,146
Certain OPEB expenditures that are recorded in the fund financial statements must be recorded as deferred outflows of revenues. Contributions made after the measurement date caused the change in net position to increase in the amount of \$7,264. The City's share of the unrecognized deferred inflows and outflows for TMRS as of the measurement date must be amortized and the City's OPEB expense must be recognized. These cause the change in net position to decrease in the amount of \$27,421.	(20,157)
Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred inflows of resources as revenue, adjusting current year revenue to include the revenue earned from current year's tax levy, and eliminating interfund transactions. These adjustments result in a decrease in net position.	<u>(884,068)</u>
Change in Net Position of Governmental Activities	<u><u>\$ 279,032</u></u>

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	Enterprise Funds		
	Water and Sewer Fund	Storm Drainage Fund	Total Enterprise Funds
Assets			
Current assets			
Cash	\$ 3,203,153	\$ 155,555	\$ 3,358,708
Investments	5,736,255	648,631	6,384,886
Receivables (net of allowances for uncollectibles)			
Accounts	1,665,082	85,807	1,750,889
Interest	12,031	759	12,790
Miscellaneous	14,047	2,536	16,583
Inventories	108,780	13,535	122,315
Total current assets	<u>10,739,348</u>	<u>906,823</u>	<u>11,646,171</u>
Non-current assets			
Capital assets			
Land	512,330	12,000	524,330
Construction in progress	427,323	72,150	499,473
Buildings	252,345	-	252,345
Machinery and equipment	1,361,056	267,508	1,628,564
Infrastructure	43,669,571	6,030,007	49,699,578
Less accumulated depreciation	<u>(19,194,696)</u>	<u>(2,175,799)</u>	<u>(21,370,495)</u>
Total capital assets (net of accumulated depreciation)	<u>27,027,929</u>	<u>4,205,866</u>	<u>31,233,795</u>
Total assets	<u>37,767,277</u>	<u>5,112,689</u>	<u>42,879,966</u>
Deferred Outflows of Resources			
Deferred charge on refunding	62,883	8,664	71,547
Deferred outflows - pension	140,434	17,664	158,098
Deferred outflows - OPEB liability	3,353	260	3,613
Total deferred outflows of resources	<u>206,670</u>	<u>26,588</u>	<u>233,258</u>
Liabilities			
Current liabilities			
Accounts payable	875,279	11,007	886,286
Accrued liabilities	53,756	4,730	58,486
Accrued interest payable	47,631	7,576	55,207
Customer deposits	627,605	-	627,605
Current portion of compensated absences	23,958	-	23,958
Current portion of bonds	957,445	185,101	1,142,546
Total current liabilities	<u>2,585,674</u>	<u>208,414</u>	<u>2,794,088</u>

City of Corinth, Texas
Statement of Net Position – Proprietary Funds (Exhibit A-7)
September 30, 2018

Non-current liabilities			
Compensated absences	79,955	824	80,779
Net pension liability	566,657	66,117	632,774
Net OPEB liability	32,681	2,531	35,212
General obligation bonds	8,382,635	1,187,117	9,569,752
Total noncurrent liabilities	<u>9,061,928</u>	<u>1,256,589</u>	<u>10,318,517</u>
Total liabilities	<u>11,647,602</u>	<u>1,465,003</u>	<u>13,112,605</u>
Deferred Inflows of Resources			
Deferred inflows - pension	175,808	16,668	192,476
Total deferred inflows of resources	<u>175,808</u>	<u>16,668</u>	<u>192,476</u>
Net Position			
Net investment in capital assets	20,610,820	2,842,312	23,453,132
Restricted for capital projects	1,202,880	92,301	1,295,181
Unrestricted	4,336,837	722,993	5,059,830
Total net position	<u>\$ 26,150,537</u>	<u>\$ 3,657,606</u>	<u>\$ 29,808,143</u>

City of Corinth, Texas

Statement of Revenues, Expenses and Changes in Fund Net Position – Enterprise Funds (Exhibit A-8)
Year Ended September 30, 2018

	Enterprise Funds		
	Water and Sewer Fund	Storm Drainage Fund	Total Enterprise Funds
Operating Revenues			
Charges for sales and services:			
Water sales	\$ 8,216,498	\$ -	\$ 8,216,498
Sewer disposal	3,496,873	-	3,496,873
Storm drainage fees	-	712,716	712,716
Garbage	822,889	-	822,889
Penalties and reconnect fees	184,617	-	184,617
Tap fees	310,331	-	310,331
Service fees	77,994	-	77,994
Inspections	42,857	6,742	49,599
Total Operating Revenues	<u>13,152,059</u>	<u>719,458</u>	<u>13,871,517</u>
Operating Expenses			
Wages and benefits	1,609,170	132,081	1,741,251
Professional services and contracts	912,478	54,133	966,611
Upper Trinity contract fees	6,734,975	-	6,734,975
Maintenance and operations	427,204	4,352	431,556
Supplies	52,393	5,320	57,713
Utilities and communication	194,978	5,594	200,572
Vehicles/equipment and fuel	74,114	9,283	83,397
Travel and training	21,053	1,006	22,059
Noncapitalized expenses	98,485	-	98,485
Depreciation	1,940,308	303,766	2,244,074
Total Operating Expenses	<u>12,065,158</u>	<u>515,535</u>	<u>12,580,693</u>
Operating Income	<u>1,086,901</u>	<u>203,923</u>	<u>1,290,824</u>
Nonoperating Revenues (Expenses)			
Interest income	82,677	11,987	94,664
Miscellaneous income (expense)	6,658	90	6,748
Gain (loss) on sale of capital assets	42,141	-	42,141
Interest expense	(276,933)	(44,706)	(321,639)
Total Non-operating Revenues (Expenses)	<u>(145,457)</u>	<u>(32,629)</u>	<u>(178,086)</u>
Income Before Contributions and Transfers	<u>941,444</u>	<u>171,294</u>	<u>1,112,738</u>
Contributions and Transfers			
Special assessment - water and sewer impact fees	556,609	-	556,609
Capital contributions	271,294	109,910	381,204
Transfers in	2,009,294	117,563	2,126,857
Transfers out	(2,132,837)	(492,038)	(2,624,875)
Total Contributions and Transfers	<u>704,360</u>	<u>(264,565)</u>	<u>439,795</u>
Change in Net Position	1,645,804	(93,271)	1,552,533
Net Position, Beginning	24,531,722	3,752,967	28,284,689
Prior period adjustments	(26,989)	(2,090)	(29,079)
Beginning net position, as restated	<u>24,504,733</u>	<u>3,750,877</u>	<u>28,255,610</u>
Net Position, Ending	<u>\$ 26,150,537</u>	<u>\$ 3,657,606</u>	<u>\$ 29,808,143</u>

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	Enterprise Funds		
	Water and Sewer Fund	Storm Drainage Fund	Total Enterprise Funds
Cash Flows from Operating Activities			
Receipts from customers	\$ 13,054,583	\$ 715,169	\$ 13,769,752
Payments to or on behalf of employees	(1,552,660)	(127,505)	(1,680,165)
Payments to Upper Trinity for contract fees	(6,734,975)	-	(6,734,975)
Payments to suppliers	(1,615,512)	(83,594)	(1,699,106)
Net Cash Provided by Operating Activities	3,151,436	504,070	3,655,506
Cash Flows from Noncapital Financing Activities			
Transfers out	(2,132,837)	(492,038)	(2,624,875)
Transfers in	2,009,294	117,563	2,126,857
Payments to/from other funds	-	-	-
Net Cash Used by Noncapital Financing Activities	(123,543)	(374,475)	(498,018)
Cash Flows from Capital and Related Financing Activities			
Transfer in- bond proceeds from governmental fund	2,871,577	-	2,871,577
Acquisition of capital assets	(874,702)	(162,974)	(1,037,676)
Principal paid on bonds	(895,869)	(187,213)	(1,083,082)
Interest paid on bonds	(369,783)	(64,628)	(434,411)
Proceeds from sale of assets	54,121	-	54,121
Special assessments- impact fees	556,609	-	556,609
Net Cash Provided (Used) by Capital and Related Financing Activities	1,341,953	(414,815)	927,138
Cash Flows from Investing Activities			
(Increase) decrease in short-term investments	(3,500,253)	152,658	(3,347,595)
Interest received	81,053	12,375	93,428
Net Cash (Used) Provided by Investing Activities	(3,419,200)	165,033	(3,254,167)
Net Change in Cash and Cash Equivalents	950,646	(120,187)	830,459
Cash and Cash Equivalents, Beginning	2,252,507	275,742	2,528,249
Cash and Cash Equivalents, Ending	\$ 3,203,153	\$ 155,555	\$ 3,358,708

The accompanying notes are an integral part of these financial statements.

City of Corinth, Texas
Statement of Cash Flows – Enterprise Funds (Exhibit A-9)
Year Ended September 30, 2018

	Enterprise Funds		
	Water and Sewer Fund	Storm Drainage Fund	Total Enterprise Funds
Reconciliation of Operating Income to Net Cash Provided by Operating Activities			
Operating income	\$ 1,086,901	\$ 203,923	\$ 1,290,824
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	1,940,308	303,766	2,244,074
Miscellaneous income	-	90	90
(Increase) decrease in accounts receivable	(116,841)	(4,379)	(121,220)
(Increase) decrease in inventories	51,817	1,069	52,886
Increase (decrease) in accounts payable	113,376	8,690	122,066
Increase (decrease) in customer deposits	19,365	-	19,365
Increase (decrease) in accrued liabilities	56,510	(9,089)	47,421
Net Cash Provided by Operating Activities	<u>\$ 3,151,436</u>	<u>\$ 504,070</u>	<u>\$ 3,655,506</u>
Noncash Investing and Financing Activities			
Infrastructure contributed by developers	\$ 271,294	\$ 109,910	\$ 381,204

Note 1 - Reporting Entity

The City of Corinth, Texas (the City) is a municipal corporation governed by an elected mayor and five-member council. The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the government.

The financial statements of the City have been prepared in conformity with accounting principles applicable to governmental units which are generally accepted in the United States of America. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The City's basic financial statements include the accounts of all its operations. The City evaluated whether any other entity should be included in these financial statements. The criteria for including organizations as component units within the City's reporting entity, as set forth in GASB Statement No. 14, "The Financial Reporting Entity," as amended, include whether:

- the organization is legally separate (can sue and be sued in their own name),
- the City holds the corporate powers of the organization,
- the City appoints a voting majority of the organization's board,
- the City is able to impose its will on the organization,
- the organization has the potential to impose a financial benefit/burden on the City,
- there is fiscal dependency by the organization on the City.

The City also evaluated each legally separate, tax-exempt organization whose resources are used principally to provide support to the City to determine if its omission from the reporting entity would result in the financial statements which are misleading or incomplete. GASB Statement No. 39 requires inclusion of such an organization as a component unit when: 1) the economic resources received or held by the organization are entirely or almost entirely for the direct benefit of the City, its component units or its constituents; and 2) the City or its component units is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the organization; and 3) such economic resources are significant to the City.

Based on the criteria above, the City has the following component units:

Blended component unit. The Corinth Crime Control and Prevention District (CCD) was organized under state law and serves all the citizens of the City and is financed by a one-quarter of one percent (.0025) sales and use tax for the support of crime reduction programs authorized by the City. The CCD is governed by a board of directors, the members of which are appointed and serve at the discretion of the City Council. Because the CCD board is made up of the City Council, the CCD meets the standard that the board is substantially the same as the City Council. The CCD provides services entirely to the City. Therefore, the CCD is reported as a blended component unit. The CCD is reported as a special revenue fund and does not issue separate financial statements.

Discretely presented component unit. The Corinth Economic Development Corporation (CEDC) was organized under state law for the purpose of promoting economic development. State statutes define projects that the corporation may fund. The CEDC is governed by a board of directors that are appointed by and serve at the discretion of the City Council. The CEDC is reported as a governmental entity and its accounts are maintained on the modified accrual basis of accounting. CEDC does not issue separate financial statements.

Note 2 - Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements, except for interfund services provided and used. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Governmental activities, which normally are supported by taxes and intergovernmental revenue, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as general revenue.

Separate financial statements are provided for governmental and proprietary funds. Major individual governmental funds and major individual proprietary funds are reported in separate columns in the fund financial statements.

Note 3 - Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims, and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, sales taxes, certain charges for services and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

- The **General Fund** is the general operating fund of the City. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund.
- The **Debt Service Fund** is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.
- The **2016 CO Fund** is used to account for the resources obtained from the issuance of the 2016 \$13,275,000 Combination Tax and Limited Surplus Revenue Certificates of Obligation.
- The **2017 CO Fund** is used to account for the resources obtained from the issuance of the 2017 \$4,855,000 Combination Tax and Limited Surplus Revenue Certificates of Obligation.

The City reports the following major proprietary fund types:

- **Water and Sewer Fund** – The Water and Sewer Fund provides water and wastewater services to the residents and businesses of Corinth. The activities supporting the delivery of services are accounted for in this fund, including operations and maintenance, administration, billing, financing and debt service. The Water and Sewer Fund is financed and operated in a manner similar to private business enterprises, where the determination of net income is necessary or useful to sound financial administration.
- **Storm Drainage Fund** – The Storm Drainage Utility Fund is used to protect the public health and safety from damage caused by surface water overflows, and surface water stagnation and pollution within the city.

Additionally, the City reports the following fund types:

- Thirteen nonmajor special revenue funds account for specific revenue sources that are legally restricted to expenditures for specialized purposes.
- Seven nonmajor capital projects funds are used to account for acquisition and construction of major capital facilities (other than those accounted for within the City's proprietary funds) and vehicle replacement funds. Capital projects are funded primarily through certificates of obligation.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. The Water and Sewer Fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses include cost of sales and services, administrative expenses and depreciation expense on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Note 4 - Assets, Liabilities, and Net Position or Equity

Cash and Cash Equivalents

For purposes of the statement of cash flows for the proprietary fund types, the City considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

Investments

Investments for the City and CEDC are reported at fair value (generally based on quoted market prices), except for the positions in TexPool and TexSTAR. In accordance with state law, TexPool and TexSTAR operate in conformity with the requirements of the Securities and Exchange Commission's (SEC) Rule 2a-7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, TexPool and TexSTAR qualify as 2a-7 like pools and are reported at amortized cost. The Pools are subject to regulatory oversight by the State Comptroller, although they are not registered with the SEC.

Fair Value Measurements

Fair value accounting requires characterization of the inputs used to measure fair value into three-level fair value hierarchy as follows:

- Level 1 inputs are based on unadjusted quoted market prices for identical assets or liabilities in an active market the entity has the ability to access.
- Level 2 inputs are observable inputs other than quoted prices included within Level 1 that are for similar assets or liabilities. U.S. government-backed securities are valued using Level 2 inputs that are based on market data obtained from independent sources.
- Level 3 inputs are unobservable inputs for an asset or liability either directly or indirectly.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.” All trade and property tax receivables are shown net of an allowance for uncollectibles. The allowance totaled \$2,375,190 for General Fund, \$371,166 for Water and Sewer Fund and \$1,276 for Storm Drainage Fund.

Inventory

Inventory is valued at cost using the first-in, first-out (FIFO) method. Inventories consist of expendable supplies held for consumption or the construction of plant and equipment. Inventories are recorded as expenditures when consumed rather than when purchased.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS’s fiduciary net position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

OPEB

The fiduciary net position of the TMRS Supplemental Death Benefits Plan (SDBP) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, OPEB expense, and information about assets, liabilities and additions to/deductions from SDBP’s fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items that qualify for reporting in this category. The City has a deferred charge on bond refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The City has deferred outflows of resources related to pensions as described in Note 7. The City also has deferred outflows of resources related to its Supplemental Death Benefits Plan as described in Note 8.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualify for reporting in this category. The first item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, fines, ambulance services and other items. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The City also has deferred inflows of resources for its deferred inflow related to pensions as described in Note 7.

Capital Assets

Capital assets, which include property, plant and equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements as well as the proprietary fund financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. All purchased capital assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist.

In the case of the initial capitalization of general infrastructure assets (i.e., those reported by governmental activities), the government chose to include all such items regardless of their acquisition date or amount. The City was able to estimate the historical cost for the initial reporting of these assets through back trending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year). As the government constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date.

The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend asset lives, are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Land and construction are not depreciated. Other property, plant, equipment, and infrastructure of the City, as well as the component unit, are depreciated using the straight-line method over the following useful lives:

Building and building improvements	20-50 years
Water and Wastewater system infrastructure	30 years
Storm drainage system infrastructure	30 years
Public domain infrastructure	50 years
Vehicles and equipment	5-10 years
Office equipment	5-10 years

Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statements of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method which approximates the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

Compensated Absences

Accumulated earned but unused vacation, holiday, compensatory time and sick leave are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements. It is the City's policy to permit employees to accumulate earned but unused vacation, compensatory time and sick pay benefits. Eligible employees are reimbursed upon separation from service for accumulated vacation, holiday, sick pay; non-exempt employees are reimbursed for vacation, holiday, compensatory time and sick leave.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from these estimates.

Property Taxes

Property is appraised and a lien on such property becomes enforceable as of January 1st of each year. Taxes are levied on and payable the following October 1. Taxes become delinquent February 1 of the following year and are subject to interest and penalty charges. The City is permitted by the State of Texas to levy taxes up to \$2.50 per \$100 of assessed valuation for general government services and for the payment of principal and interest on general long-term debt. The combined current tax rate to finance general government services, including debt service for the fiscal year ended September 30, 2018, was \$.53686 per \$100 of assessed valuation.

Fund Balance

The City classifies governmental fund balance in accordance with Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*:

- *Nonspendable* fund balance includes fund balance that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. The City had \$233,795 and \$17,981 in nonspendable fund balance for inventory and prepaid items, respectively, at September 30, 2018.
- *Restricted* fund balance includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. Debt service fund balance restricted for the retirement of funded indebtedness totaled \$299,194 as of September 30, 2018. Fund balance restricted for future capital projects totaled \$1,260,033 and \$1,702,523, respectively. Special revenue fund balance restricted for specific programs included Crime Control and Prevention, Street Maintenance, Hotel Motel Tax, Keep Corinth Beautiful, County Child Safety, Special Revenue, Municipal Court Security, Municipal Court Technology, Police Confiscation – State, Parks Development, Community Park Improvement, and Tree Mitigation and totaled \$453,109, \$1,272,958, \$170,716, \$28,906, \$26,900, \$45,759, \$79,516, \$45,591, \$1,966, \$324,014, \$6,278 and \$156,048, respectively, as of September 30, 2018.
- *Committed fund balance* is established and modified by a resolution from City Council, the City's highest level of decision-making authority, and can be used only for the specified purposes determined by the Council's resolution. Special revenue fund balance committed for specific programs consisted of fund balance committed to special revenue totaling \$350,034 as of September 30, 2018. Capital project fund balances committed for future projects included the Governmental Capital Projects, Vehicle Replacement, LCFD Vehicle and Equipment Replacement, Tech Equipment Replacement, and Street Escrow and totaled \$1,792,425, \$210,232, \$559,426, \$90,047, and \$154,732, respectively, as of September 30, 2018.

- *Assigned* fund balance includes the portion of net resources for which an intended use has been established by the City Council or the City Official authorized to do so by the City Council. Assignments of fund balance are much less formal than commitments and do not require formal action for their imposition or removal. In governmental funds, other than the General Fund, assigned fund balance represents the amount that is not restricted or committed which indicates that resources are, at a minimum, intended to be used for the purpose of that fund but does not meet the criteria to be classified as restricted or committed. The Council has authorized the City Manager to assign fund balance. The City had no assigned fund balance as of September 30, 2018.
- Unassigned fund balance is the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications, as well as negative unassigned fund balance in other governmental funds.

Minimum fund balance policy

The City Council has adopted a financial policy to maintain an unassigned fund balance in the general fund equal to 20% of expenditures and in the water and sewer fund and storm drainage fund equal to 25% of expenditures. The City considers a balance of less than 15% to be cause for concern, barring unusual or deliberate circumstances. In the event that the unassigned fund balance is calculated to be less than the policy stipulates, the City shall plan to adjust budget resources in subsequent fiscal years to restore the balance.

Flow Assumptions

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned, then unassigned fund balance.

Implementation of GASB Statement No. 75

As of October 1, 2017, the City adopted GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The implementation of this standard replaces the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, and requires governments calculate and report the costs and obligations associated with postemployment benefits other than pensions (OPEB) in their basic financial statements. Employers are required to recognize OPEB amounts for all benefits provided through the plan which include the total OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expenses. The effect of the implementation of this standard on beginning net position is disclosed in Note 11 and the additional disclosures required by this standard are included in Note 8.

Note 5 - Stewardship, Compliance and Accountability

Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) for the General Fund; Crime Control and Prevention, Street Maintenance, Hotel/Motel Tax, Municipal Court Security, Municipal Court Technology, Parks Development, Keep Corinth Beautiful, County Child Safety, Police Confiscation - State, Parks Development, Community Park Improvement, Tree Mitigation, and Roadway Impact Fee special revenue funds; and the Debt Service fund. The capital projects funds are appropriated on a project-length basis. Other special revenue funds do not have appropriated budgets since other means control the use of these resources (i.e. grant awards and city council resolutions) and sometimes span a period of more than one fiscal year.

The appropriated budget is prepared by fund, functional department and division. Transfers of appropriations between divisions within a department may be initiated by staff and approved by the Director. Transfers between functional departments require the approval of the Director, Budget Manager, and Finance Director. Transfers between funds may require Council approval. All transfers of appropriations require the approval of the City Manager. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The City Council is required to approve all budget amendments that alter department or operating appropriations.

Appropriations in all budgeted funds lapse at the end of the fiscal year even if they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget.

Deficit fund equity

At September 30, 2018, a fund deficit of \$389,299 was reported for the Roadway Impact Fee Fund. It represents deferred/unearned impact fee revenue, net of related assets, which will be recognized as development of land progresses through April 1, 2025.

Note 6 - Detailed Notes on All Funds

Cash and Investments

Custodial Credit Risk. Cash deposits of the City and CEDC at September 30, 2018, were entirely secured by FDIC insurance and pledged collateral held by the City's agent bank.

State statutes authorize the City to invest in (1) obligations of the United States or its agencies and instrumentalities; (2) direct obligations of the State of Texas or its agencies; (3) Texas local government investment pools; (4) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent; (5) certificates of deposit by state and national banks domiciled in this state that are (a) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or (b) secured by obligations that are described by (1) – (4); (6) and reverse repurchase agreements not to exceed 90 days to stated maturity.

Following are the City's investments at September 30, 2018, including classification by level, within the fair value hierarchy:

Primary Government

<u>Investment Pools</u>	<u>Reported Value</u>	<u>Level</u>	<u>S&P Rating</u>	<u>Weighted Average Maturity</u>	<u>Withdrawal or Liquidity Restrictions</u>		
					<u>Less than 1 Year</u>	<u>1 - 5</u>	<u>More than 5 Years</u>
TexSTAR	\$ 2,257,656	N/A	AAAm	< 60 days	None		
<u>Other Investments</u>				<u>Investment Maturity in Years</u>			
U.S. Government							
Backed Securities	\$ 13,769,910	Level 2	AA+	\$ 8,567,000	\$ 5,202,910	\$ -	
Money market	291,647	Level 1	N/A	291,647	-	-	
Total	<u>14,061,557</u>			<u>\$ 8,858,647</u>	<u>\$ 5,202,910</u>	<u>\$ -</u>	
Less reconciling items	(6,324)						
Total Investments	<u>\$ 16,312,889</u>						

CEDC

<u>Investment Pools</u>	<u>Reported Value</u>	<u>Level</u>	<u>S&P Rating</u>	<u>Weighted Average Maturity</u>	<u>Withdrawal or Liquidity Restrictions</u>		
					<u>Less than 1 Year</u>	<u>1 - 5</u>	<u>More than 5 Years</u>
TexPool	\$ 421,872	N/A	AAAm	< 60 days	None		
<u>Other Investments</u>				<u>Investment Maturity in Years</u>			
U.S. Government							
Backed Securities	\$ 3,097,090	Level 2	AA+	\$ 1,800,000	\$ 1,297,090	\$ -	
Less: reconciling items	(2,677)			<u>\$ 1,800,000</u>	<u>\$ 1,297,090</u>	<u>\$ -</u>	
Total Investments	<u>\$ 3,516,285</u>						

Under the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accounts. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool is subject to annual review by an independent auditor consistent with the Public Funds Investment Act. Audited financial statements of the Pool are available at First Public, 12008 Research Blvd., Austin, Texas 78759. In addition, TexPool is subject to review by the State Auditor's Office and by the Internal Auditor of the Comptroller's Office.

The Texas Short Term Asset Reserve Program (TexSTAR) has been organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. These two acts provide for the creation of public funds investment pools (including TexSTAR) and authorize eligible governmental entities to invest their public funds through the investment pools.

TexSTAR is administered by JP Morgan Investment Management, Inc. and First Southwest and is rated AAAM by Standard and Poor's.

Interest Rate Risk. In accordance with its investment policy, the City manages its exposure to decline in fair value of securities by limiting the City to securities with maturities not to exceed 36 months from date of purchase. The City also manages the weighted average days to maturity for the operating funds portfolio to less than 270 days, and the reserve, special project and capital project funds to less than 365 days. The CEDC limits weighted average days to maturity for the operating funds portfolio to less than 270 days.

The City and its component unit invest in the public funds investment pools listed above, which have specified maximum weighted average maturities for their investment portfolios. The maximum weighted average maturity (WAM) of TexPool investment portfolios cannot exceed 60 days. TexSTAR also maintains a portfolio maximum WAM of 60 days.

Credit Risk. State law and City policy limit investments in local government investment pools to those rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. As of September 30, 2018, the City's investments in TexPool and TexSTAR were both rated AAAM by Standard & Poor's.

Investment	Maximum % of Portfolio
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities	100%
Authorized Local Government Investment Pool	100%
Local Government Obligations	10%
Fully Collateralized Certificates of Deposit	50%
Fully Collateralized Repurchase Agreements	25%
SEC-Regulated No-Load Money Market Mutual Fund	100%
U.S. Treasury and Agency Callables	30%

Capital Assets

A summary of changes in capital assets follows:

	Beginning Balance	Additions	Transfers	Deletions	Ending Balance
Governmental activities					
Capital assets, not being depreciated					
Land	\$ 2,595,762	\$ 3,533,344	\$ -	\$ -	\$ 6,129,106
Construction in progress	9,287,274	2,333,151	(8,716,388)	-	2,904,037
Total assets not being depreciated	<u>11,883,036</u>	<u>5,866,495</u>	<u>(8,716,388)</u>	<u>-</u>	<u>9,033,143</u>
Capital assets, being depreciated:					
Buildings	6,740,369	1,902,975	8,716,388	-	17,359,732
Machinery and equipment	11,082,178	1,022,952	-	1,044,912	11,060,218
Infrastructure	97,157,619	144,411	-	-	97,302,030
Total capital assets being depreciated	<u>114,980,166</u>	<u>3,070,338</u>	<u>8,716,388</u>	<u>1,044,912</u>	<u>125,721,980</u>
Less accumulated depreciation					
Buildings	2,639,822	283,178	-	-	2,923,000
Machinery and equipment	6,342,813	1,003,335	-	956,619	6,389,529
Infrastructure	64,606,997	2,956,465	-	-	67,563,462
Total accumulated depreciation	<u>73,589,632</u>	<u>4,242,978</u>	<u>-</u>	<u>956,619</u>	<u>76,875,991</u>
Total capital assets being depreciated, net	<u>41,390,534</u>	<u>(1,172,640)</u>	<u>8,716,388</u>	<u>88,293</u>	<u>48,845,989</u>
Governmental activities capital assets, net	<u>\$ 53,273,570</u>	<u>\$ 4,693,855</u>	<u>\$ -</u>	<u>\$ 88,293</u>	<u>\$ 57,879,132</u>

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type activities				
Capital assets, not being depreciated				
Land	\$ 524,330	\$ -	\$ -	\$ 524,330
Construction in progress	34,750	464,723	-	499,473
Total assets not being depreciated	<u>559,080</u>	<u>464,723</u>	<u>-</u>	<u>1,023,803</u>
Capital assets, being depreciated:				
Buildings	252,345	-	-	252,345
Machinery and equipment	1,661,688	89,368	230,382	1,520,674
Infrastructure	48,950,407	864,790	115,619	49,699,578
Total capital assets being depreciated	<u>50,864,440</u>	<u>954,158</u>	<u>346,001</u>	<u>51,472,597</u>
Less accumulated depreciation				
Buildings	154,728	6,566	-	161,294
Machinery and equipment	1,316,054	94,115	230,382	1,179,787
Infrastructure	17,854,781	2,143,393	76,650	19,921,524
Total accumulated depreciation	<u>19,325,563</u>	<u>2,244,074</u>	<u>307,032</u>	<u>21,262,605</u>
Total capital assets being depreciated, net	<u>31,538,877</u>	<u>(1,289,916)</u>	<u>38,969</u>	<u>30,209,992</u>
Business activities capital assets net	<u>\$ 32,097,957</u>	<u>\$ (825,193)</u>	<u>\$ 38,969</u>	<u>\$ 31,233,795</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities		
Public safety		\$ 912,544
Community services		143,994
Public works		2,958,634
Planning and community development		5,281
City administration		222,525
Total depreciation expense - Governmental activities		<u>\$ 4,242,978</u>
Business-type activities		
Water and sewer		\$ 1,940,308
Storm drainage		303,766
Total depreciation expense - Business-type activities		<u>\$ 2,244,074</u>

Interfund Transfers

The composition of interfund transfers in/out as of September 30, 2018, is as follows:

Fund	Transfers In	Transfers Out	Purpose
General	\$ 830,131	\$ 1,038,089	Administrative Transfer, Contributions to Vehicle and Equipment Replacement
Debt service	2,916	-	Close out Fund
2016 CO	500,000	1,376,258	Capital Projects Reallocation
2017 CO	98,870	1,500,000	Capital Projects Reallocation
Nonmajor govt	682,706	573,835	Contributions to Capital Projects/Budgetary Transfers
Water and Sewer	2,009,294	2,132,837	Administrative Transfer, Capital Improvements
			Reallocation, Equipment Replacement
Storm Drainage	117,563	492,038	Administrative Transfer, Capital Improvements
			Reallocation, Vehicle and Equipment Replacement
Reported in the fund statements	4,241,480	7,113,057	
Transfer of bonds	2,871,577	-	Transfer of bonds payable and premium from governmental activities to Water and Sewer
	<u>\$ 7,113,057</u>	<u>\$ 7,113,057</u>	

Long-term Obligations

Long-term obligations of the City's governmental activities consist of general obligation bonds and certificates of obligation. Sources of retirement of general obligation bond and certificates of obligation are provided from ad valorem tax. Governmental activities long-term obligations are paid by the debt service fund.

Long-term obligations of the City's business-type activities consist of general obligation bonds and certificates of obligation. Business-type activities long-term obligations are serviced by revenue from the Water and Sewer and Storm Drainage systems.

Compensated absences and net pension liability are paid from the fund out of which an employee is regularly paid, primarily the General Fund, Water and Sewer Fund, Storm Drainage Fund and CEDC.

Governmental activity capital lease payments are currently being made from the LCFD Vehicle and Equipment Replacement Fund.

The following is a summary of changes in long-term obligations for the year ended September 30, 2018:

	Beginning Balance	Transfers/ Additions	Retirements	Ending Balance	Due Within One Year
Governmental activities					
Certificates of obligation	\$ 18,335,001	\$ (2,800,000)	\$ (65,000)	\$ 15,470,001	\$ 90,731
General obligation bonds	7,809,873	-	(1,146,465)	6,663,408	1,204,797
Bond premiums/discounts (net)	2,730,708	(71,577)	(194,540)	2,464,591	194,540
Compensated absences	1,032,567	921,727	(994,429)	959,865	149,067
Capital lease obligation	1,381,618	-	(164,320)	1,217,298	165,881
Net pension liability	6,872,266	-	(2,163,493)	4,708,773	-
Total OPEB liability	232,583	49,048	-	281,631	-
Total governmental activities	<u>\$ 38,394,616</u>	<u>\$ (1,900,802)</u>	<u>\$ (4,728,247)</u>	<u>\$ 31,765,567</u>	<u>\$ 1,805,016</u>
Business-type activities					
Certificates of obligation	\$ -	\$ 2,800,000	\$ -	\$ 2,800,000	\$ 9,269
General obligation bonds	7,885,126	-	(1,083,531)	6,801,595	1,010,203
Bond premiums/discounts (net)	1,162,200	71,577	(123,074)	1,110,703	123,074
Compensated absences	84,887	131,286	(111,436)	104,737	23,958
Net pension liability	903,203	-	(270,429)	632,774	-
Total OPEB liability	29,079	6,133	-	35,212	-
Total business type activities	<u>10,064,495</u>	<u>3,008,996</u>	<u>(1,588,470)</u>	<u>11,485,021</u>	<u>1,166,504</u>
Primary government	<u>\$ 48,459,111</u>	<u>\$ 1,108,194</u>	<u>\$ (6,316,717)</u>	<u>\$ 43,250,588</u>	<u>\$ 2,971,520</u>
CEDC					
Compensated absences	\$ 8,551	\$ -	\$ (315)	\$ 8,236	\$ 8,236
Net pension liability	85,051	-	(27,202)	57,849	-
Total OPEB liability	2,937	619	-	3,556	-
CEDC	<u>\$ 96,539</u>	<u>\$ 619</u>	<u>\$ (27,517)</u>	<u>\$ 69,641</u>	<u>\$ 8,236</u>

The following is a schedule of the General Obligation and Certificates of Obligation bonds:

	Date of Issue	Amount of Original Issue	Interest Rate	Maturity Date	Governmental Amount Outstanding 9/30/2018	Business Type Amount Outstanding 9/30/2018
Certificates of Obligation	4/15/2010	1,500,000	1.95%-3.35%	2/15/2020	\$ 140,000	\$ -
Certificates of Obligation	4/21/2016	13,275,000	2.00%-5.00%	2/15/2036	11,975,000	1,300,000
General Obligation	4/21/2016	1,510,000	2.00%	2/15/2020	881,400	248,600
General Obligation	7/6/2017	14,240,000	2.00%-5.00%	2/15/2027	5,782,009	6,552,995
Certificates of Obligation	7/6/2017	4,855,000	2.00%-5.00%	2/15/2037	3,355,000	1,500,000
					<u>\$ 22,133,409</u>	<u>\$ 9,601,595</u>

The annual requirements to retire general long-term debt, including interest, as of September 30, 2018 are as follows:

Fiscal Year	Principal	Interest	Total Requirements
2019	\$ 1,295,528	\$ 914,829	\$ 2,210,357
2020	1,531,162	864,807	2,395,969
2021	1,243,189	817,491	2,060,680
2022	1,232,984	764,649	1,997,633
2023	1,291,627	703,002	1,994,629
2024-2028	6,702,000	2,540,015	9,242,015
2029-2033	5,050,779	1,234,159	6,284,938
2034-2037	3,786,140	237,072	4,023,212
Total	<u>\$ 22,133,409</u>	<u>\$ 8,076,024</u>	<u>\$ 30,209,433</u>

The annual requirements to retire enterprise activity debt, including interest, as of September 30, 2018 are as follows:

Fiscal Year	Principal	Interest	Total Requirements
2019	\$ 1,019,472	\$ 418,076	\$ 1,437,548
2020	843,838	376,373	1,220,211
2021	791,811	339,596	1,131,407
2022	757,016	302,339	1,059,355
2023	793,373	264,236	1,057,609
2024-2028	3,763,000	701,248	4,464,248
2029-2033	899,221	214,254	1,113,475
2034-2037	733,864	47,421	781,285
Total	<u>\$ 9,601,595</u>	<u>\$ 2,663,543</u>	<u>\$ 12,265,138</u>

Capital Leases Payable

The City leases various equipment under capital lease. The following is an analysis of the leased assets included in capital assets at September 30, 2018:

Equipment	\$ 1,742,451
Less accumulated depreciation	<u>(459,989)</u>
Net value	<u>\$ 1,282,462</u>

The following is a schedule of future minimum payments required under the leases with its present value as of September 30, 2018:

<u>Year Ending</u>	
2019	\$ 202,251
2020	202,251
2021	202,251
2022	202,251
2023	202,251
2024-2028	<u>365,263</u>
Total minimum lease payments	1,376,518
Less amount representing interest	<u>(159,220)</u>
Present value of minimum lease payments	<u><u>\$ 1,217,298</u></u>

Note 7 - Defined Benefit Pension Plan

Plan Description

The City participates as one of 883 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by the governing body of each city, within the options available in the state statutes governing TMRS. The City has elected that members can retire at age 60 and above with 5 or more years of service or with 20 years of service regardless of age. Members may work for more than one TMRS city during their career. If a member is vested in one TMRS city, he or she is immediately vested upon employment with another TMRS city. Similarly, once a member has met the eligibility requirements for retirement in a TMRS city, he or she is eligible in other TMRS cities as well.

At the December 31, 2017 valuation and measurement date, membership data for the pension plan is as follows:

Inactive employees or beneficiaries currently receiving benefits	74
Inactive employees entitled to but not yet receiving benefits	110
Active employees	<u>143</u>
Total	<u>327</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 15.39% and 15.8% in calendar years 2017 and 2018, respectively. The City's contributions to TMRS for the year ended September 30, 2018, were \$1,489,711, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2017, and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial assumptions: The Total Pension Liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	3.00% per year
Investment rate of return	6.75% net of pension plan investment expense, including inflati

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table, with male rates multiplied by 109% and female rates multiplied by 103%. Based on the size of the city, rates are multiplied by a factor of 100%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with male rates multiplied by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

Actuarial assumptions used in the December 31, 2017, valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period December 31, 2010 through December 31, 2014. Healthy post-retirement mortality rates and annuity purchase rates were updated based on a Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. These assumptions were first used in the December 31, 2013 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually. No additional changes were made for the 2014 valuation. After the Asset Allocation Study analysis and experience investigation study, the Board amended the long-term expected rate of return on pension plan investments from 7% to 6.75%. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without and adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
U.S. Equities	17.50%	4.55%
International Equity	17.50%	6.35%
Core Fixed Income	10.00%	1.00%
Non-Core Fixed Income	20.00%	3.90%
Real Return	10.00%	3.80%
Real Estate	10.00%	4.50%
Absolute Return	10.00%	3.75%
Private Equity	5.00%	7.50%
Total	100.00%	

Discount Rate: The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/ Asset (a) - (b)
Entity-Wide			
Balance at 12/31/2016	\$ 36,270,726	\$ 28,410,206	\$ 7,860,520
Changes for the year:			
Service cost	1,674,666		1,674,666
Interest	2,468,757		2,468,757
Changes of benefit terms	-		-
Difference between expected and actual experience	(628,235)		(628,235)
Changes of assumptions	-		-
Contributions - employer		1,412,999	(1,412,999)
Contributions - employee		642,690	(642,690)
Net investment income		3,942,063	(3,942,063)
Benefit payments, including refunds of contributions	(1,067,764)	(1,067,764)	-
Administrative expense		(20,406)	20,406
Other changes		(1,034)	1,034
Net changes	2,447,424	4,908,548	(2,461,124)
Balance at 12/31/2017	\$ 38,718,150	\$ 33,318,754	\$ 5,399,396

	Increase (Decrease)		
	Total Pension	Plan	Net Pension
	Liability (a)	Fiduciary Net Position (b)	Liability/ (Asset) (a) - (b)
Primary Government			
Balance at 12/31/2016	\$ 35,882,122	\$ 28,105,820	\$ 7,776,303
Changes for the year:			
Service cost	1,656,724		1,656,724
Interest	2,442,307		2,442,307
Changes of benefit terms	-		-
Difference between expected and actual experience	(621,504)		(621,504)
Changes of assumptions	-		-
Contributions - employer		1,397,860	(1,397,860)
Contributions - employee		635,804	(635,804)
Net investment income		3,899,828	(3,899,828)
Benefit payments, including refunds of contributions	(1,056,324)	(1,056,324)	-
Administrative expense		(20,187)	20,187
Other changes		(1,023)	1,023
Net changes	2,421,202	4,855,958	(2,434,756)
Balance at 12/31/2017	<u>\$ 38,303,325</u>	<u>\$ 32,961,778</u>	<u>\$ 5,341,547</u>

	Increase (Decrease)		
	Total Pension	Plan	Net Pension
	Liability (a)	Fiduciary Net Position (b)	Liability/ (Asset) (a) - (b)
CEDC			
Balance at 12/31/2016	\$ 388,604	\$ 304,386	\$ 84,217
Changes for the year:			
Service cost	17,942		17,942
Interest	26,450		26,450
Changes of benefit terms	-		-
Difference between expected and actual experience	(6,731)		(6,731)
Changes of assumptions	-		-
Contributions - employer		15,139	(15,139)
Contributions - employee		6,886	(6,886)
Net investment income		42,235	(42,235)
Benefit payments, including refunds of contributions	(11,440)	(11,440)	-
Administrative expense		(219)	219
Other changes		(11)	11
Net changes	26,222	52,590	(26,368)
Balance at 12/31/2017	<u>\$ 414,825</u>	<u>\$ 356,976</u>	<u>\$ 57,849</u>

Sensitivity of the net pension liability to changes in the discount rate: The following presents the net pension liability of the City, calculated using the discount rate of 6.75% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability (asset)	\$ 12,287,827	\$ 5,399,396	\$ (109,490)
Reported by Governmental Activities	10,716,122	4,708,773	(95,485)
Reported by Business-Type Activities	1,440,053	632,774	(12,832)
Reported by Component Unit, CEDC	131,651	57,849	(1,173)
	<u>\$ 12,287,827</u>	<u>\$ 5,399,396</u>	<u>\$ (109,490)</u>

Pension Plan Fiduciary Net Position: Detailed information out the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmr.com.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2018, the City recognized pension expense of \$1,375,798.

At September 30, 2018, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Entity-Wide		Primary Government		CEDC	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 248,632	\$ 751,490	\$ 245,962	\$ 743,439	\$ 2,670	\$ 8,051
Changes in actual assumptions	-	117,198	-	115,942	-	1,256
Difference between projected and actual investment earnings	-	899,881	-	889,524	-	10,357
Contributions subsequent to the measurement date	1,096,016	-	1,084,273	-	11,743	-
Total	<u>\$ 1,344,648</u>	<u>\$ 1,768,569</u>	<u>\$ 1,330,235</u>	<u>\$ 1,748,905</u>	<u>\$ 14,413</u>	<u>\$ 19,664</u>

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2019 in the amount of \$1,096,016. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:	Entity-Wide	Primary Govt	CEDC
2019	\$ (228,686)	\$ (226,129)	\$ (2,557)
2020	(275,099)	(272,023)	(3,076)
2021	(523,815)	(517,958)	(5,857)
2022	(492,337)	(486,833)	(5,504)
Thereafter	-	-	-
	<u>\$ (1,519,937)</u>	<u>\$ (1,502,943)</u>	<u>\$ (16,994)</u>

Note 8 - Other Post Employment Benefits

Plan Description

The City also participates in a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage (Supplemental Death Benefits) for their active members, including or not including retirees.

Benefits Provided

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500. As the SDBF covers both active and retiree employees, with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan. Texas Local Government Code Section 177.001 assigns the authority to establish and amend benefit provisions to the City Council. At the December 31, 2017 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	48
Inactive employees entitled to but not yet receiving benefits	23
Active employees	143
Total	214

Contributions

The City contributes to the SDBF program at a contractually required rate. An annual actuarial valuation is performed, and the contractual rate is equal to the cost of providing one-year term life insurance. The premium rate is expressed as a percentage of the covered payroll of members employed by the participating employer. There is a one-year delay between the actuarial valuation that serves as the basis for the employer contribution rate and the calendar year when the rate goes into effect.

The SDBF program is voluntary and employers can cease participation by adopting an ordinance before November 1 of any year to be effective the following January 1. Therefore, the funding policy of the program is to ensure that adequate resources are available to meet all insurance benefit payments for the upcoming year. It is not the intent of the funding policy to pre-fund retiree term life insurance during employees' entire careers. The City's contribution, which equaled the required contribution, was as follows for the year ended September 30:

	2018
Employer rate	0.11%
Employer contributions	\$ 10,372

Actuarial Assumptions

The total OPEB liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5%
Salary increases	3.50% to 10.5%, including inflation
Discount rate	3.31%

Mortality rates for service retirees were based on the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB.

Mortality rates for disabled retirees were based on the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% with a three-year set-forward for both males and females. The rates are projected on a fully generational basis with scale BB to account for future

mortality improvements subject to the 3% floor.

Actuarial assumptions used in the December 31, 2017, valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period December 31, 2010 through December 31, 2014.

The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. A discount rate of 3.31% was based on the 20-Year Municipal GO AA Index as of December 31, 2017.

OPEB Liability, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2018, the City reported a total OPEB liability of \$320,399 measured at December 31, 2017. For the year ended September 30, 2018, the City recognized OPEB expense of \$33,032.

There were no changes of assumptions or other inputs that affected measurement of the total OPEB liability during the measurement period.

There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

Changes in the total OPEB liability for the measurement year ended December 31, 2017 are as follows:

Changes in Total OPEB Liability	Total OPEB Liability		
	Entity-Wide	Primary Government	CEDC
Balance at December 31, 2016	\$ 264,599	\$ 261,662	\$ 2,937
Changes for the year:			
Service cost	18,363	18,159	204
Interest on total OPEB liability	10,314	10,200	114
Changes of benefit terms	-	-	-
Effect of economic/demographic experience	-	-	-
Effect of assumption changes or inputs	28,959	28,638	321
Benefit payments*	(1,836)	(1,816)	(20)
Balance as of December 31, 2017	<u>\$ 320,399</u>	<u>\$ 316,843</u>	<u>\$ 3,556</u>

*Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Discount Rate Sensitivity Analysis

The following presents the total OPEB liability of the City, calculated using the discount rate of 3.31%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.31%) or 1 percentage point higher (4.31%) than the current rate.

	1% Decrease in Discount Rate (2.31%)	Discount Rate (3.31%)	1% Increase in Discount Rate (4.31%)
City's total OPEB liability	\$ 396,035	\$ 320,399	\$ 262,870
Reported by Governmental Activities	348,115	281,631	231,063
Reported by Business-Type Activities	43,524	35,212	28,890
Reported by Component Unit, CEDC	4,396	3,556	2,917
	<u>\$ 396,035</u>	<u>\$ 320,399</u>	<u>\$ 262,870</u>

At December 31, 2017, the City reported its deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources		
	Entity-Wide	Primary Government	CEDC
Differences between expected and actual economic experience	\$ -	\$ -	\$ -
Changes in actual assumptions	24,604	24,332	272
Difference between projected and actual investment earnings	-	-	-
Contributions subsequent to the measurement date	8,264	8,172	92
Total	<u>\$ 32,868</u>	<u>\$ 32,504</u>	<u>\$ 364</u>

Deferred outflows of resources related to OPEB resulting from contribution subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ended September 30, 2019 in the amount of \$8,264. The other net amounts of the employer's balances of deferred outflows and inflows of resources related to OPEB, excluding contributions made subsequent to the measurement date, will be recognized in OPEB expense as follows:

Year Ended September 30:	Entity-Wide	Primary Govt	CEDC
2019	\$ 4,355	\$ 4,307	\$ 48
2020	4,355	4,307	48
2021	4,355	4,307	48
2022	4,355	4,307	48
2023	4,355	4,307	48
Thereafter	2,829	2,797	32
	<u>\$ 24,604</u>	<u>\$ 24,332</u>	<u>\$ 272</u>

Note 9 - Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City's risk management program encompasses obtaining workers compensation and property and liability insurance through Texas Municipal League (TML) Intergovernmental Risk Pool, a public entity risk pool for the benefit of governmental units located within the state. TML Intergovernmental Risk Pool ("Pool") is considered a self-sustaining risk pool that provides coverage for its members. The City's contributions to the Pool are limited to the amount of premiums as calculated at the beginning of each fund year. Premiums reflect the claims experience to date of the City. The Pool's liability is limited to the coverage that the City elects as stated in the Pool's Declarations of Coverage for that fund year. The City has not had any significant reduction in insurance coverage and the amounts of insurance settlements have not exceeded insurance coverage for any of the last three years.

Note 10 - Commitments and Contingencies

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

Estimated costs to complete significant construction projects in progress at year-end totaled approximately \$15,669,082.

Upper Trinity Regional Water District (UTRWD)

On November 13, 1990, the City entered into a 30-year contract with Upper Trinity Regional Water District (UTRWD) and other participating political members to develop a regional water system for providing retail utility service to the Denton County area.

The contract included, among other things, a commitment by the City to 2.0 million gallons of water per day demand. On February 4, 1999 the City amended the contract with Upper Trinity to increase the demand from 2.0 million gallons per day to 5.5 million gallons per day. On September 2, 1999, due to continued growth, the City entered into the third contract amendment with Upper Trinity increasing the demand to 7.5 million gallons per day. The City also currently maintains a contract with the Upper Trinity Regional Water District for treatment of wastewater flows up to 1.608 million gallons per day.

The current demand capacity of 7.5 million gallons per day provides the City with three (3) weighted votes as a member of the Upper Trinity Board. The City has one appointed member to the Upper Trinity Board of Directors and one appointed member to the Upper Trinity Customer Advisory Committee. Under agreements with the UTRWD, all participating and contract entities share in the cost of administering the District and in the cost of planning for future programs and services of the District.

Note 11 - Accounting Changes

Adoption of New Standard

As of October 1, 2017, the City adopted GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The implementation of this standard requires governments calculate and report the cost, obligations, deferred outflows of resources, and deferred inflow of resources associated with other postemployment benefits other than pensions in their financial statements, including additional note disclosures and required supplementary information. Beginning net position was restated to adopt GASB Statement No. 75 and retroactively report the beginning total OPEB liability.

Corrections of Errors

In prior years, the City did not allocate a portion of its net pension liability to its component unit, Corinth Economic Development Corporation (CEDC.) In addition, the City discovered an error in accruing revenue in the general fund and in governmental activities in fiscal year 2017 that was for the fiscal year 2018. As a result, beginning net position and fund balance were restated to allocate a portion of the net pension liability to CEDC and to correct the accrual of revenue.

The impact of the adoption of the new standard and the correction of errors is as follows:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Corinth Economic Development Corporation</u>
Net position at September 30, 2017, as previously reported	\$ 40,954,292	\$ 28,284,689	\$ 3,603,623
Adoption of New Standard			
Add total OPEB liability under GASB Statement No. 75 at October 1, 2017	(232,583)	(29,079)	(2,937)
Correction of Errors			
Allocate net pension liability	85,051	-	(85,051)
Allocate deferred outflows - pension	(26,494)	-	26,494
Allocate deferred inflows - pension	5,803	-	(5,803)
Correct error in revenue reported in the prior year	(156,913)	-	-
Net position at October 1, 2017 as restated	<u>\$ 40,629,156</u>	<u>\$ 28,255,610</u>	<u>\$ 3,536,326</u>
	<u>General Fund</u>	<u>Water and Sewer Fund</u>	<u>Storm Drainage Fund</u>
Fund balance/Net position at September 30, 2017, as previously reported	\$ 5,438,806	\$ 24,531,722	\$ 3,752,967
Adoption of New Standard			
Add total OPEB liability under GASB Statement No. 75 at October 1, 2017	-	(26,989)	(2,090)
Correction of Errors			
Correct error in revenue reported in the prior year	(156,913)	-	-
Fund balance/Net position at October 1, 2017, as restated	<u>\$ 5,281,893</u>	<u>\$ 24,504,733</u>	<u>\$ 3,750,877</u>

REQUIRED SUPPLEMENTARY INFORMATION

City of Corinth, Texas
 Budgetary Comparison Schedule – General Fund (Exhibit B-1)
 Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes				
Property	\$ 8,415,105	\$ 8,415,105	\$ 8,407,599	\$ (7,506)
Sales	1,430,981	1,430,981	1,609,767	178,786
Franchise	1,128,227	1,128,227	1,120,653	(7,574)
Utility fees	17,500	17,500	24,719	7,219
Traffic fines and forfeitures	705,268	705,268	722,634	17,366
Development fees and permits	751,334	751,334	710,434	(40,900)
Police fees and permits	28,450	28,450	22,158	(6,292)
Parks and recreation fees	164,874	164,874	167,604	2,730
Fire services	2,711,950	2,711,950	2,748,660	36,710
Donations	11,750	11,750	-	(11,750)
Interest income	37,000	37,000	123,266	86,266
Miscellaneous income	114,033	114,033	61,502	(52,531)
Charges for services	562,890	562,890	564,514	1,624
Total revenues	<u>16,079,362</u>	<u>16,079,362</u>	<u>16,283,510</u>	<u>204,148</u>
Expenditures				
Current				
Public safety	10,708,060	10,388,027	9,965,972	422,055
Community services	1,451,909	1,451,909	1,366,918	84,991
Public works	798,782	798,782	751,837	46,945
Planning and community development	1,073,042	1,073,042	985,423	87,619
City administration	2,187,829	2,039,114	1,957,650	81,464
Finance and administrative services	1,035,221	984,409	893,640	90,769
Total expenditures	<u>17,254,843</u>	<u>16,735,283</u>	<u>15,921,440</u>	<u>813,843</u>
Excess (Deficiency) of Revenues over (under) Expenditures	<u>(1,175,481)</u>	<u>(655,921)</u>	<u>362,070</u>	<u>1,017,991</u>
Other Financing Sources (Uses)				
Transfers out	(718,474)	(1,038,089)	(1,038,089)	-
Transfers in	830,131	830,131	830,131	-
Total Financing Sources (Uses)	<u>111,657</u>	<u>(207,958)</u>	<u>(207,958)</u>	<u>-</u>
Net Change in Fund Balance	(1,063,824)	(863,879)	154,112	1,017,991
Fund Balance -				
October 1 (Beginning), as restated	<u>5,281,893</u>	<u>5,281,893</u>	<u>5,281,893</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 4,218,069</u>	<u>\$ 4,418,014</u>	<u>\$ 5,436,005</u>	<u>\$ 1,017,991</u>

City of Corinth, Texas
Schedule of Changes in Net Pension Liability and Related Ratios –
Texas Municipal Retirement System (Exhibit B-2)
Year Ended September 30, 2018

	Year Ended December 31, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Total Pension Liability				
Service cost	\$ 1,674,666	\$ 1,636,649	\$ 1,614,486	\$ 1,444,400
Interest on total pension liability	2,468,757	2,244,189	2,163,512	1,994,674
Changes of benefit terms	-	-	-	-
Differences between expected and actual experience	(628,235)	409,560	(356,486)	(293,384)
Change of assumptions	-	-	(252,429)	-
Benefit payments/refunds of contributions	(1,067,764)	(897,171)	(783,303)	(854,227)
Net change in total pension liability	<u>2,447,424</u>	<u>3,393,227</u>	<u>2,385,780</u>	<u>2,291,463</u>
Total pension liability, beginning	<u>36,270,726</u>	<u>32,877,499</u>	<u>30,491,719</u>	<u>28,200,256</u>
Total pension liability, ending (a)	<u><u>\$ 38,718,150</u></u>	<u><u>\$ 36,270,726</u></u>	<u><u>\$ 32,877,499</u></u>	<u><u>\$ 30,491,719</u></u>
Fiduciary Net Position				
Contributions - Employer	\$ 1,412,999	\$ 1,372,064	\$ 1,415,503	\$ 1,209,444
Contributions - Employee	642,690	650,021	648,976	604,376
Net investment income	3,942,063	1,730,262	35,841	1,263,034
Benefit payments/refunds of contributions	(1,067,764)	(897,171)	(783,303)	(854,227)
Administrative expenses	(20,406)	(19,521)	(21,823)	(13,183)
Other	(1,034)	(1,052)	(1,078)	(1,084)
Net change in fiduciary net position	<u>4,908,548</u>	<u>2,834,603</u>	<u>1,294,116</u>	<u>2,208,360</u>
Fiduciary net position, beginning	<u>28,410,206</u>	<u>25,575,603</u>	<u>24,281,487</u>	<u>22,073,127</u>
Fiduciary net position, ending (b)	<u><u>\$ 33,318,754</u></u>	<u><u>\$ 28,410,206</u></u>	<u><u>\$ 25,575,603</u></u>	<u><u>\$ 24,281,487</u></u>
Net pension liability (asset), ending = (a) - (b)	<u><u>5,399,396</u></u>	<u><u>7,860,520</u></u>	<u><u>7,301,896</u></u>	<u><u>6,210,232</u></u>
Fiduciary net position as a percentage of total pension liability	86.05%	78.33%	77.79%	79.63%
Pensionable covered payroll	\$ 9,181,285	\$ 8,967,939	\$ 9,252,068	\$ 8,633,945
Net pension liability as a percentage of covered payroll	58.81%	87.65%	78.92%	71.93%

Note: The information from this schedule corresponds with the period covered as of the Plan's measurement dates of December 31. Plan information was unavailable prior to 2014. Ten years will ultimately be displayed.

City of Corinth, Texas
 Schedule of Employer Contributions – Texas Municipal Retirement System (Exhibit B-3)
 Year Ended September 30, 2018

Year Ending September 30,	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a Percentage of Covered Payroll
2014	\$ 1,188,806	\$ 1,188,806	\$ -	\$ 8,633,945	13.77%
2015	1,326,450	1,326,450	-	8,806,738	15.06%
2016	1,380,260	1,380,260	-	9,118,563	15.14%
2017	1,400,433	1,400,433	-	8,994,707	15.57%
2018	1,489,711	1,489,711	-	9,428,968	15.80%

Note: The information from this schedule corresponds with the City's fiscal years ended September 30. Plan information was unavailable prior to 2014. Ten years will ultimately be displayed.

City of Corinth, Texas
 Schedule of Changes in Total OPEB Liability and Related Ratios –
 Supplemental Death Benefits Plan (Exhibit B-4)
 Year Ended September 30, 2018

	Year Ended December 31, 2017
Total OPEB Liability	
Service cost	\$ 18,363
Interest on total OPEB liability	10,314
Changes of benefit terms	-
Differences between expected and actual experience	-
Change of assumptions	28,959
Benefit payments/refunds of contributions	(1,836)
Net change in total OPEB liability	55,800
 Total OPEB liability, beginning	 264,599
Total OPEB liability, ending (a)	\$ 320,399
 Pensionable covered payroll	 \$ 9,181,285
 Net pension liability as a percentage of covered payroll	 3.49%

Note: The information from this schedule corresponds with the period covered as of the Plan's measurement dates of December 31. Plan information was unavailable prior to 2017. Ten years will ultimately be displayed.

No assets are accumulated in a trust as defined by GASB 75. Benefits are on a pay as you go basis.

Note A - Net Pension Liability – Texas Municipal Retirement System

Assumptions

The following methods and assumptions were used to determine contribution rates:

Valuation date	Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.
Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	26 years
Asset valuation method	10-year smoothed market; 15% soft corridor
Inflation	2.5%
Salary increases	3.50% to 10.5%, including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the 2010 – 2014.
Mortality	RP-2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB.

Changes of Benefit Terms

There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes in the Size or Composition of the Population Covered by the Benefit Terms

There were no changes in the size or composition of the population covered by the benefit terms during the measurement period.

Changes of Assumptions

There were no changes of assumptions or other inputs that affected measurement of the total pension liability during the measurement period.

Note B: Total OPEB Liability – Texas Municipal Retirement System

The following methods and assumptions were used to determine contribution rates:

Valuation date	Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.
Actuarial cost method	Entry age normal
Inflation	2.5%
Salary increases	3.50% to 10.5%, including inflation
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the 2010 – 2014.
Mortality	RP-2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB.

Note C: Budgetary Process

The official budget was prepared for adoption for the General Fund. The following procedures are followed in establishing the budgetary data reflected in the required supplementary information:

- a. Prior to the beginning of the fiscal year, the City prepares a budget for the next succeeding fiscal year. The operating budget includes proposed expenditures and the means of financing them.
- b. A meeting of the City Council is then called for the purpose of adopting the proposed budget. At least ten days' public notice of the meeting must have been given.
- c. Prior to the start of the fiscal year, the budget is legally enacted through passage of a resolution by the City Council.
- d. Once a budget is approved, it can be amended only by approval of a majority of the members of the City Council.
- e. As required by law, such amendments are made before the fact, are reflected in the official minutes of the City Council and are not made after fiscal year end.
- f. No significant budget amendments occurred during the year ended September 30, 2018.
- g. All budget appropriations lapse at year end.

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COMBINING AND INDIVIDUAL FINANCIAL STATEMENTS

Nonmajor Governmental Funds

Special revenue funds are used to account for specific revenue sources that are restricted, committed, or assigned to expenditures for a particular purpose.

- The Crime Control and Prevention District Fund is the blended component unit described previously. All revenues and expenditures related to the \$.0025 sales tax are recorded in this fund.
- The Street Maintenance Fund accounts for the receipt of a \$.0025 special purpose sales tax and related expenditures.
- Hotel-Motel Tax Fund accounts for hotel-motel tax collected and used to enhance and promote tourism.
- The Keep Corinth Beautiful Fund was created to account for the donations, contributions and payments associated with beautification programs within the city.
- County Child Safety Fund was created by State Statute to account for the funds used for school crossing guard services and programs designed to enhance child safety, health or nutrition.
- Municipal Court Security Fund is used to account for funds restricted to provide security enhancements for the Municipal Court.
- Municipal Court Technology Fund is used to accounts for funds restricted to provide technological enhancements for the Municipal Court.
- Police Confiscation (State) Fund was created by State Statute and funds are restricted for law enforcement programs.
- Police Confiscation (Federal) Fund was created by Federal Equitable Sharing Agreement and funds are restricted for law enforcement programs.
- The Parks Development Fund was established to account for donations, contributions and payments associated with various park programs.
- The Community Park Improvement Fund accounts for funds collected from the City's Co-Sponsorship Athletic Leagues and funds are restricted for improvements to the Community Park.
- Tree Mitigation Fund was created by City Ordinance to account for payment by City Developers in lieu of adhering to the City's tree mitigation program.
- The Roadway Impact Fee Fund is used to account for the receipt and expenditure of roadway impact fees as required by the State of Texas Local Government Code Section 395.

Capital projects funds account for the acquisition and construction of the City's major capital facilities, (other than those financed by proprietary funds) and vehicle replacement funds.

- The Government Capital Projects Fund is used to account for funds and expenditures related to capital projects.
- The Vehicle Replacement Fund is used to account for funds and expenditures related to future vehicle replacements.
- The LCFD Vehicle and Equipment Replacement Fund is used to account for funds and expenditures for replacement of vehicles and equipment for the Lake Cities Fire Department.
- Technology Equipment Replacement Fund is used to account for funds and expenditures for replacement of information technology equipment.
- The Street Escrow Fund is used to account for funds and expenditures for all capital projects not specifically identified and not in the proprietary or trust funds.
- Public Property Finance Fund is used to account for Lease Proceeds per Lease agreement.
- 2016 GO Fund is used to account for the projects and funding associated with the Series 2016 General Obligation debt issue, a portion of which is dedicated to streets, infrastructure construction and improvements.
- 2017 CO Fund is used to account for the projects and funding associated with the Series 2017 Certificates of Obligation debt issue, a portion of which is dedicated to streets, infrastructure construction and improvements as well as acquiring, improving and equipping a new Public Safety Facility for the Police and Fire Departments. It also accounts for the renovation of a Public Works facility and the Lake Sharon Road Extension.

City of Corinth, Texas
Combining Balance Sheet – Nonmajor Governmental Funds (Exhibit C-1)
September 30, 2018

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
Assets			
Cash and cash equivalents	\$ 2,204,027	\$ 1,055,524	\$ 3,259,551
Investments	851,396	1,762,865	2,614,261
Receivables (net of allowance)			
Sales taxes	140,375	-	140,375
Interest	3,183	3,710	6,893
Miscellaneous	90,700	-	90,700
	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 3,289,681</u>	<u>\$ 2,822,099</u>	<u>\$ 6,111,780</u>
Liabilities			
Accounts payable	\$ 4,224	\$ 15,237	\$ 19,461
Accrued liabilities	5,430	-	5,430
Other liabilities	700,031	-	700,031
Unearned revenue	7,500	-	7,500
	<u> </u>	<u> </u>	<u> </u>
Total liabilities	<u>717,185</u>	<u>15,237</u>	<u>732,422</u>
Fund Balances			
Restricted	2,611,761	-	2,611,761
Committed	350,034	2,806,862	3,156,896
Unassigned	(389,299)	-	(389,299)
	<u> </u>	<u> </u>	<u> </u>
Total fund balances	<u>2,572,496</u>	<u>2,806,862</u>	<u>5,379,358</u>
	<u> </u>	<u> </u>	<u> </u>
Tot resources and fund balances	<u>\$ 3,289,681</u>	<u>\$ 2,822,099</u>	<u>\$ 6,111,780</u>

City of Corinth, Texas
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances –
Nonmajor Governmental Funds (Exhibit C-2)
Year Ended September 30, 2018

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds
Revenues			
Taxes			
Sales	\$ 760,549	\$ -	\$ 760,549
Hotel occupancy tax	61,181	-	61,181
Escrow and impact fees	207,711	-	207,711
Traffic fines and forfeitures	36,363	-	36,363
Police fees and permits	28,020	-	28,020
Parks and recreation fees	9,935	-	9,935
Donations	70,151	205,883	276,034
Interest income	29,358	30,019	59,377
Grants	1,576	-	1,576
Miscellaneous income	278,942	-	278,942
Fire services	-	11,989	11,989
Total revenues	<u>1,483,786</u>	<u>247,891</u>	<u>1,731,677</u>
Expenditures			
Current			
Public safety	298,064	355,998	654,062
Community services	55,054	6,413	61,467
Public works	28,158	106,896	135,054
Planning and community development	-	54,681	54,681
City administration	70,790	86,400	157,190
Debt service			
Principal	-	164,320	164,320
Interest	-	41,957	41,957
Capital outlay	227,030	-	227,030
Total expenditures	<u>679,096</u>	<u>816,665</u>	<u>1,495,761</u>
Excess (Deficiency) of Revenues over (under) Expenditures	804,690	(568,774)	235,916
Other Financing Sources (Uses)			
Proceeds from sale of capital assets	-	182,498	182,498
Transfers out	(357,413)	(216,422)	(573,835)
Transfers in	-	682,706	682,706
Total Other Financing Sources (Uses)	<u>(357,413)</u>	<u>648,782</u>	<u>291,369</u>
Net Change in Fund Balance	447,277	80,008	527,285
Fund Balance - October 1 (Beginning)	<u>2,125,219</u>	<u>2,726,854</u>	<u>4,852,073</u>
Fund Balance - September 30 (Ending)	<u>\$ 2,572,496</u>	<u>\$ 2,806,862</u>	<u>\$ 5,379,358</u>

	Crime Control & Prevention	Street Maintenance	Hotel Motel Tax
Assets			
Cash and cash equivalents	\$ 392,319	\$ 343,774	\$ 166,236
Investments	-	851,396	-
Receivables (net of allowance)			
Sales taxes	65,549	74,826	-
Interest	-	3,183	-
Miscellaneous	-	-	4,880
	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 457,868</u>	<u>\$ 1,273,179</u>	<u>\$ 171,116</u>
Liabilities			
Accounts payable	\$ -	\$ 221	\$ 400
Accrued liabilities	4,759	-	-
Other liabilities	-	-	-
Unearned revenue	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total liabilities	<u>4,759</u>	<u>221</u>	<u>400</u>
Fund Balances			
Restricted	453,109	1,272,958	170,716
Committed	-	-	-
Unassigned	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total fund balances	<u>453,109</u>	<u>1,272,958</u>	<u>170,716</u>
	<u> </u>	<u> </u>	<u> </u>
Total liabilities and fund balances	<u>\$ 457,868</u>	<u>\$ 1,273,179</u>	<u>\$ 171,116</u>

City of Corinth, Texas
Combining Balance Sheet – Nonmajor Special Revenue Funds (Exhibit C-3)
September 30, 2018

<u>Keep Corinth Beautiful</u>	<u>County Child Safety</u>	<u>Special Revenue</u>	<u>Municipal Court Security</u>	<u>Municipal Court Technology</u>
\$ 29,877	\$ 1,219	\$ 346,017	\$ 79,516	\$ 45,591
-	-	-	-	-
-	-	-	-	-
-	26,746	59,074	-	-
<u>\$ 29,877</u>	<u>\$ 27,965</u>	<u>\$ 405,091</u>	<u>\$ 79,516</u>	<u>\$ 45,591</u>
971	\$ 394	1,798	\$ -	\$ -
-	671	-	-	-
-	-	-	-	-
-	-	7,500	-	-
<u>971</u>	<u>1,065</u>	<u>9,298</u>	<u>-</u>	<u>-</u>
28,906	26,900	45,759	79,516	45,591
-	-	350,034	-	-
-	-	-	-	-
<u>28,906</u>	<u>26,900</u>	<u>395,793</u>	<u>79,516</u>	<u>45,591</u>
<u>\$ 29,877</u>	<u>\$ 27,965</u>	<u>\$ 405,091</u>	<u>\$ 79,516</u>	<u>\$ 45,591</u>

(continued on the following page)

	<u>Police Confiscation- State</u>	<u>Parks Development</u>	<u>Community Park Improvement</u>
Assets			
Cash and cash equivalents	\$ 11,278	\$ 324,014	\$ 6,278
Investments	-	-	-
Receivables (net of allowance)			
Sales taxes	-	-	-
Interest	-	-	-
Miscellaneous	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 11,278</u>	<u>\$ 324,014</u>	<u>\$ 6,278</u>
Liabilities			
Accounts payable	\$ 440	\$ -	\$ -
Accrued liabilities	-	-	-
Other liabilities	8,872	-	-
Unearned revenue	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total liabilities	<u>9,312</u>	<u>-</u>	<u>-</u>
Fund Balances			
Restricted	1,966	324,014	6,278
Committed	-	-	-
Unassigned	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total fund balances	<u>1,966</u>	<u>324,014</u>	<u>6,278</u>
	<u> </u>	<u> </u>	<u> </u>
Total liabilities and fund balances	<u>\$ 11,278</u>	<u>\$ 324,014</u>	<u>\$ 6,278</u>

Tree Mitigation	Roadway Impact Fee	Total Nonmajor Special Revenue Funds
\$ 156,048	\$ 301,860	\$ 2,204,027
-	-	851,396
-	-	140,375
-	-	3,183
-	-	90,700
<u>\$ 156,048</u>	<u>\$ 301,860</u>	<u>\$ 3,289,681</u>
\$ -	\$ -	\$ 4,224
-	-	5,430
-	691,159	700,031
-	-	7,500
<u>-</u>	<u>691,159</u>	<u>717,185</u>
156,048	-	2,611,761
-	-	350,034
-	(389,299)	(389,299)
<u>156,048</u>	<u>(389,299)</u>	<u>2,572,496</u>
<u>\$ 156,048</u>	<u>\$ 301,860</u>	<u>\$ 3,289,681</u>

	Crime Control & Prevention	Street Maintenance	Hotel Motel Tax
Revenues			
Taxes			
Sales	\$ 362,534	\$ 398,015	\$ -
Hotel occupancy tax	-	-	61,181
Escrow and impact fees	-	-	-
Traffic fines & forfeitures	-	-	-
Police fees & permits	-	-	-
Parks & recreation fees	-	-	-
Donations	-	-	-
Interest income	3,337	11,951	1,582
Grants	-	-	-
Miscellaneous income	-	-	-
Total revenues	<u>365,871</u>	<u>409,966</u>	<u>62,763</u>
Expenditures			
Current			
Public safety	243,659	-	-
Community services	-	-	-
Public works	-	28,158	-
City administration	-	-	67,461
Capital outlay	-	-	-
Total expenditures	<u>243,659</u>	<u>28,158</u>	<u>67,461</u>
Excess (Deficiency) of Revenues over (under) Expenditures	122,212	381,808	(4,698)
Other Financing Sources (Uses)			
Transfers out	-	(45,413)	-
Transfers in	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(45,413)</u>	<u>-</u>
Net Change in Fund Balance	122,212	336,395	(4,698)
Fund Balance - October 1 (Beginning)	<u>330,897</u>	<u>936,563</u>	<u>175,414</u>
Fund Balance - September 30 (Ending)	<u>\$ 453,109</u>	<u>\$ 1,272,958</u>	<u>\$ 170,716</u>

City of Corinth, Texas
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Special Revenue Funds (Exhibit C-4)
Year Ended September 30, 2018

<u>Keep Corinth Beautiful</u>	<u>County Child Safety</u>	<u>Special Revenue</u>	<u>Municipal Court Security</u>	<u>Municipal Court Technology</u>
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	2,484	14,537	19,342
-	28,020	-	-	-
-	-	-	-	-
5,000	-	15,151	-	-
285	71	4,294	693	470
-	-	1,576	-	-
-	-	264,090	-	-
<u>5,285</u>	<u>28,091</u>	<u>287,595</u>	<u>15,230</u>	<u>19,812</u>
-	23,490	16,107	-	-
-	-	7,430	5,439	6,760
-	-	-	-	-
3,329	-	-	-	-
-	-	227,030	-	-
<u>3,329</u>	<u>23,490</u>	<u>250,567</u>	<u>5,439</u>	<u>6,760</u>
1,956	4,601	37,028	9,791	13,052
-	-	-	-	(12,000)
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(12,000)</u>
1,956	4,601	37,028	9,791	1,052
<u>26,950</u>	<u>22,299</u>	<u>358,765</u>	<u>69,725</u>	<u>44,539</u>
<u>\$ 28,906</u>	<u>\$ 26,900</u>	<u>\$ 395,793</u>	<u>\$ 79,516</u>	<u>\$ 45,591</u>

(continued on the following page)

	Police Confiscation- State	Parks Development	Community Park Improvement
Revenues			
Taxes			
Sales	\$ -	\$ -	\$ -
Hotel occupancy tax	-	-	-
Escrow and impact fees	-	-	-
Traffic fines & forfeitures	-	-	-
Police fees & permits	-	-	-
Parks & recreation fees	-	-	9,935
Donations	-	50,000	-
Interest income	139	3,017	258
Grants	-	-	-
Miscellaneous income	14,852	-	-
Total revenues	<u>14,991</u>	<u>53,017</u>	<u>10,193</u>
Expenditures			
Current			
Public safety	14,808	-	-
Community services	-	8,571	26,854
Public works	-	-	-
City administration	-	-	-
Capital outlay	-	-	-
Total expenditures	<u>14,808</u>	<u>8,571</u>	<u>26,854</u>
Excess (Deficiency) of Revenues over Expenditures	183	44,446	(16,661)
Other Financing Sources (Uses)			
Transfers out	-	-	-
Transfers in	-	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	183	44,446	(16,661)
Fund Balance - October 1 (Beginning)	<u>1,783</u>	<u>279,568</u>	<u>22,939</u>
Fund Balance - September 30 (Ending)	<u>\$ 1,966</u>	<u>\$ 324,014</u>	<u>\$ 6,278</u>

City of Corinth, Texas
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Special Revenue Funds (Exhibit C-4)
Year Ended September 30, 2018

<u>Tree Mitigation</u>	<u>Roadway Impact Fee</u>	<u>Total Nonmajor Special Revenue Funds</u>
\$ -	\$ -	\$ 760,549
-	-	61,181
-	207,711	207,711
-	-	36,363
-	-	28,020
-	-	9,935
-	-	70,151
1,423	1,838	29,358
-	-	1,576
-	-	278,942
<u>1,423</u>	<u>209,549</u>	<u>1,483,786</u>
-	-	298,064
-	-	55,054
-	-	28,158
-	-	70,790
-	-	227,030
<u>-</u>	<u>-</u>	<u>679,096</u>
1,423	209,549	804,690
-	(300,000)	(357,413)
<u>-</u>	<u>-</u>	<u>-</u>
<u>-</u>	<u>(300,000)</u>	<u>(357,413)</u>
1,423	(90,451)	447,277
<u>154,625</u>	<u>(298,848)</u>	<u>2,125,219</u>
<u>\$ 156,048</u>	<u>\$ (389,299)</u>	<u>\$ 2,572,496</u>

(concluded)

City of Corinth, Texas
 Crime Control and Prevention Fund Budgetary Comparison Schedule (Exhibit C-5)
 Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes				
Sales	\$ 327,424	\$ 327,424	\$ 362,534	\$ 35,110
Interest income	1,000	1,000	3,337	2,337
Total revenues	<u>328,424</u>	<u>328,424</u>	<u>365,871</u>	<u>37,447</u>
Expenditures				
Current				
Public safety	312,413	312,413	243,659	68,754
Total expenditures	<u>312,413</u>	<u>312,413</u>	<u>243,659</u>	<u>68,754</u>
Net Change in Fund Balance	16,011	16,011	122,212	106,201
Fund Balance -				
October 1 (Beginning)	<u>330,897</u>	<u>330,897</u>	<u>330,897</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 346,908</u>	<u>\$ 346,908</u>	<u>\$ 453,109</u>	<u>\$ 106,201</u>

City of Corinth, Texas
Street Maintenance Fund Budgetary Comparison Schedule (Exhibit C-6)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes				
Sales	\$ 356,711	\$ 356,711	\$ 398,015	\$ 41,304
Interest income	3,500	3,500	11,951	8,451
Total revenues	<u>360,211</u>	<u>360,211</u>	<u>409,966</u>	<u>49,755</u>
Expenditures				
Current				
Public works	<u>385,660</u>	<u>385,660</u>	<u>28,158</u>	<u>357,502</u>
Total expenditures	<u>385,660</u>	<u>385,660</u>	<u>28,158</u>	<u>357,502</u>
Excess (Deficiency) of Revenues over Expenditures	(25,449)	(25,449)	381,808	407,257
Other Financing Sources (Uses)				
Transfers out	<u>-</u>	<u>-</u>	<u>(45,413)</u>	<u>(45,413)</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>(45,413)</u>	<u>(45,413)</u>
Net Change in Fund Balance	(25,449)	(25,449)	336,395	361,844
Fund Balance -				
October 1 (Beginning)	<u>936,563</u>	<u>936,563</u>	<u>936,563</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 911,114</u>	<u>\$ 911,114</u>	<u>\$ 1,272,958</u>	<u>\$ 361,844</u>

City of Corinth, Texas
Hotel Motel Tax Fund Budgetary Comparison Schedule (Exhibit C-7)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes				
Hotel occupancy tax	\$ 75,000	\$ 75,000	\$ 61,181	\$ (13,819)
Interest income	-	-	1,582	1,582
Total revenues	<u>75,000</u>	<u>75,000</u>	<u>62,763</u>	<u>(12,237)</u>
Expenditures				
Current				
City administration	103,532	103,532	67,461	36,071
Total expenditures	<u>103,532</u>	<u>103,532</u>	<u>67,461</u>	<u>36,071</u>
Net Change in Fund Balance	(28,532)	(28,532)	(4,698)	23,834
Fund Balance -				
October 1 (Beginning)	<u>175,414</u>	<u>175,414</u>	<u>175,414</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 146,882</u>	<u>\$ 146,882</u>	<u>\$ 170,716</u>	<u>\$ 23,834</u>

City of Corinth, Texas
 Keep Corinth Beautiful Budgetary Comparison Schedule (Exhibit C-8)
 Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Donations	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Interest income	-	-	285	285
Total revenues	<u>5,000</u>	<u>5,000</u>	<u>5,285</u>	<u>285</u>
Expenditures				
Current				
City administration	5,000	5,000	3,329	1,671
Total expenditures	<u>5,000</u>	<u>5,000</u>	<u>3,329</u>	<u>1,671</u>
Net Change in Fund Balance	-	-	1,956	1,956
Fund Balance -				
October 1 (Beginning)	<u>26,950</u>	<u>26,950</u>	<u>26,950</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 26,950</u>	<u>\$ 26,950</u>	<u>\$ 28,906</u>	<u>\$ 1,956</u>

City of Corinth, Texas
County Child Safety Fund Comparison Schedule (Exhibit C-9)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Police fees and permits	\$ 26,956	\$ 26,956	\$ 28,020	\$ 1,064
Interest income	-	-	71	71
Total revenues	<u>26,956</u>	<u>26,956</u>	<u>28,091</u>	<u>1,135</u>
Expenditures				
Current				
Public safety	<u>26,956</u>	<u>26,956</u>	<u>23,490</u>	<u>3,466</u>
Total expenditures	<u>26,956</u>	<u>26,956</u>	<u>23,490</u>	<u>3,466</u>
Net Change in Fund Balance	-	-	4,601	4,601
Fund Balance -				
October 1 (Beginning)	<u>22,299</u>	<u>22,299</u>	<u>22,299</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 22,299</u>	<u>\$ 22,299</u>	<u>\$ 26,900</u>	<u>\$ 4,601</u>

City of Corinth, Texas
Municipal Court Security Fund Budgetary Comparison Schedule (Exhibit C-10)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Traffic fines and forfeitures	\$ 12,800	\$ 12,800	\$ 14,537	\$ 1,737
Interest income	-	-	693	693
Total revenues	<u>12,800</u>	<u>12,800</u>	<u>15,230</u>	<u>2,430</u>
Expenditures				
Current				
Community services	<u>7,500</u>	<u>7,500</u>	<u>5,439</u>	<u>2,061</u>
Total expenditures	<u>7,500</u>	<u>7,500</u>	<u>5,439</u>	<u>2,061</u>
Excess (Deficiency) of Revenues over Expenditures	<u>5,300</u>	<u>5,300</u>	<u>9,791</u>	<u>4,491</u>
Net Change in Fund Balance	5,300	5,300	9,791	4,491
Fund Balance - October 1 (Beginning)	<u>69,725</u>	<u>69,725</u>	<u>69,725</u>	<u>-</u>
Fund Balance - September 30 (Ending)	<u>\$ 75,025</u>	<u>\$ 75,025</u>	<u>\$ 79,516</u>	<u>\$ 4,491</u>

City of Corinth, Texas
Municipal Court Technology Fund Comparison Schedule (Exhibit C-11)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Traffic fines and forfeitures	\$ 17,000	\$ 17,000	\$ 19,342	\$ 2,342
Interest income	-	-	470	470
Total revenues	<u>17,000</u>	<u>17,000</u>	<u>19,812</u>	<u>2,812</u>
Expenditures				
Current				
Community services	<u>19,530</u>	<u>30,442</u>	<u>6,760</u>	<u>23,682</u>
Total expenditures	<u>19,530</u>	<u>30,442</u>	<u>6,760</u>	<u>23,682</u>
Excess (Deficiency) of Revenues over Expenditures	(2,530)	(13,442)	13,052	26,494
Other Financing Sources (Uses)				
Transfers out	<u>(5,708)</u>	<u>(17,708)</u>	<u>(12,000)</u>	<u>5,708</u>
Total Other Financing Sources (Uses)	<u>(5,708)</u>	<u>(17,708)</u>	<u>(12,000)</u>	<u>5,708</u>
Net Change in Fund Balance	(8,238)	(31,150)	1,052	32,202
Fund Balance - October 1 (Beginning)	<u>44,539</u>	<u>44,539</u>	<u>44,539</u>	<u>-</u>
Fund Balance - September 30 (Ending)	<u>\$ 36,301</u>	<u>\$ 13,389</u>	<u>\$ 45,591</u>	<u>\$ 32,202</u>

City of Corinth, Texas
 Police Confiscation Fund – State – Budgetary Comparison Schedule (Exhibit C-12)
 Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Interest income	\$ -	\$ -	\$ 139	\$ 139
Miscellaneous income	-	20,000	14,852	(5,148)
Total revenues	<u>-</u>	<u>20,000</u>	<u>14,991</u>	<u>(5,009)</u>
Expenditures				
Current				
Public safety	-	20,000	14,808	5,192
Total expenditures	<u>-</u>	<u>20,000</u>	<u>14,808</u>	<u>5,192</u>
Net Change in Fund Balance	-	-	183	183
Fund Balance -				
October 1 (Beginning)	<u>1,783</u>	<u>1,783</u>	<u>1,783</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 1,783</u>	<u>\$ 1,783</u>	<u>\$ 1,966</u>	<u>\$ 183</u>

City of Corinth, Texas
Parks Development Fund Budgetary Comparison Schedule (Exhibit C-13)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Donations	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Interest income	-	-	3,017	3,017
Miscellaneous income	-	-	-	-
Total revenues	<u>50,000</u>	<u>50,000</u>	<u>53,017</u>	<u>3,017</u>
Expenditures				
Current				
Community services	<u>40,000</u>	<u>40,000</u>	<u>8,571</u>	<u>31,429</u>
Total expenditures	<u>40,000</u>	<u>40,000</u>	<u>8,571</u>	<u>31,429</u>
Net Change in Fund Balance	10,000	10,000	44,446	34,446
Fund Balance -				
October 1 (Beginning)	<u>279,568</u>	<u>279,568</u>	<u>279,568</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 289,568</u>	<u>\$ 289,568</u>	<u>\$ 324,014</u>	<u>\$ 34,446</u>

City of Corinth, Texas
Community Park Improvement Fund Budgetary Comparison Schedule (Exhibit C-14)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Parks and recreation fees	\$ 10,970	\$ 10,970	\$ 9,935	\$ (1,035)
Interest income	-	-	258	258
Total revenues	<u>10,970</u>	<u>10,970</u>	<u>10,193</u>	<u>(777)</u>
Expenditures				
Current				
Community services	<u>34,000</u>	<u>34,000</u>	<u>26,854</u>	<u>7,146</u>
Total expenditures	<u>34,000</u>	<u>34,000</u>	<u>26,854</u>	<u>7,146</u>
Net Change in Fund Balance	(23,030)	(23,030)	(16,661)	6,369
Fund Balance -				
October 1 (Beginning)	<u>22,939</u>	<u>22,939</u>	<u>22,939</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ (91)</u>	<u>\$ (91)</u>	<u>\$ 6,278</u>	<u>\$ 6,369</u>

City of Corinth, Texas
 Tree Mitigation Fund Budgetary Comparison Schedule (Exhibit C-15)
 Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Interest income	\$ -	\$ -	\$ 1,423	\$ 1,423
Total revenues	<u>-</u>	<u>-</u>	<u>1,423</u>	<u>1,423</u>
Expenditures				
Current				
Community services	5,000	5,000	-	5,000
Total expenditures	<u>5,000</u>	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Net Change in Fund Balance	(5,000)	(5,000)	1,423	6,423
Fund Balance -				
October 1 (Beginning)	<u>154,625</u>	<u>154,625</u>	<u>154,625</u>	<u>-</u>
Fund Balance -				
September 30 (Ending)	<u>\$ 149,625</u>	<u>\$ 149,625</u>	<u>\$ 156,048</u>	<u>\$ 6,423</u>

City of Corinth, Texas
 Roadway Impact Fee Fund Budgetary Comparison Schedule (Exhibit C-16)
 Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Escrow and impact fees	\$ -	\$ -	\$ 207,711	\$ 207,711
Interest income	-	-	1,838	1,838
Total revenues	<u>-</u>	<u>-</u>	<u>209,549</u>	<u>209,549</u>
Expenditures				
Capital outlay	300,000	-	-	-
Total expenditures	<u>300,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues over Expenditures	(300,000)	-	209,549	209,549
Other Financing Sources (Uses)				
Transfers out	-	(300,000)	(300,000)	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(300,000)</u>	<u>(300,000)</u>	<u>-</u>
Net Change in Fund Balance	(300,000)	(300,000)	(90,451)	209,549
Fund Balance - October 1 (Beginning)	<u>(298,848)</u>	<u>(298,848)</u>	<u>(298,848)</u>	<u>-</u>
Fund Balance - September 30 (Ending)	<u>\$ (598,848)</u>	<u>\$ (598,848)</u>	<u>\$ (389,299)</u>	<u>\$ 209,549</u>

City of Corinth, Texas
Debt Service Fund Budgetary Comparison Schedule (Exhibit C-17)
Year Ended September 30, 2018

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes				
Property	\$ 2,127,417	\$ 2,127,417	\$ 2,141,177	\$ 13,760
Interest Income	-	-	8,215	8,215
Miscellaneous Income	-	-	422	422
Total revenues	<u>2,127,417</u>	<u>2,127,417</u>	<u>2,149,814</u>	<u>22,397</u>
Expenditures				
Debt Service:				
Principal	1,211,465	1,211,465	1,211,465	-
Interest	1,078,087	1,077,647	1,022,312	55,335
Bond issuance costs	10,000	10,440	10,440	-
Total expenditures	<u>2,299,552</u>	<u>2,299,552</u>	<u>2,244,217</u>	<u>55,335</u>
Excess (Deficiency) of Revenues over Expenditures	<u>(172,135)</u>	<u>(172,135)</u>	<u>(94,403)</u>	<u>77,732</u>
Other Financing Sources (Uses)				
Transfers in	-	-	2,916	2,916
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>2,916</u>	<u>2,916</u>
Net Change in Fund Balance	(172,135)	(172,135)	(91,487)	80,648
Fund Balance - October 1 (Beginning)	<u>390,681</u>	<u>390,681</u>	<u>390,681</u>	<u>-</u>
Fund Balance - September 30 (Ending)	<u>\$ 218,546</u>	<u>\$ 218,546</u>	<u>\$ 299,194</u>	<u>\$ 80,648</u>

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	<u>Governmental Capital Projects</u>	<u>Vehicle Replacement</u>	<u>LCFD Vehicle and Equipment Replacement</u>
Assets			
Cash and cash equivalents	\$ 363,219	\$ 210,232	\$ 237,294
Investments	1,432,865	-	330,000
Receivables (net of allowance)			
Interest	2,553	-	1,157
Miscellaneous	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 1,798,637</u>	<u>\$ 210,232</u>	<u>\$ 568,451</u>
Liabilities			
Accounts payable	\$ 6,212	-	\$ 9,025
Total liabilities	<u>6,212</u>	<u>-</u>	<u>9,025</u>
Fund Balances			
Restricted	-	-	-
Committed	1,792,425	210,232	559,426
Total fund balances	<u>1,792,425</u>	<u>210,232</u>	<u>559,426</u>
Total Liabilities and Fund Balances	<u>\$ 1,798,637</u>	<u>\$ 210,232</u>	<u>\$ 568,451</u>

City of Corinth, Texas
 Combining Balance Sheet – Nonmajor Capital Projects Funds (Exhibit C-18)
 Year Ended September 30, 2018

Tech Equipment Replacement	Street Escrow	2007 CO Streets	Public Property Finance	Total Nonmajor Capital Projects Funds
\$ 90,047	\$ 154,732	\$ -	\$ -	\$ 1,055,524
-	-	-	-	1,762,865
-	-	-	-	3,710
-	-	-	-	-
<u>\$ 90,047</u>	<u>\$ 154,732</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,822,099</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,237</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,237</u>
-	-	-	-	-
90,047	154,732	-	-	2,806,862
<u>90,047</u>	<u>154,732</u>	<u>-</u>	<u>-</u>	<u>2,806,862</u>
<u>\$ 90,047</u>	<u>\$ 154,732</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,822,099</u>

	Governmental Capital Projects	Vehicle Replacement	LCFD Vehicle and Equipment Replacement
Revenues			
Donations	\$ 205,000	\$ -	\$ -
Interest income	21,152	1,491	4,411
Fire services	-	-	11,989
Total revenues	<u>226,152</u>	<u>1,491</u>	<u>16,400</u>
Expenditures			
Current			
Public safety	9,750	82,232	24,150
Community services	-	6,413	-
Public works	17,330	691	-
Planning and community development	45,186	9,495	-
City administration	250	7,750	-
Debt service			
Principal	-	-	164,320
Interest	-	-	41,957
Total expenditures	<u>72,516</u>	<u>106,581</u>	<u>230,427</u>
Excess (Deficiency) of Revenues over (under) Expenditures	<u>153,636</u>	<u>(105,090)</u>	<u>(214,027)</u>
Other Financing Sources (Uses)			
Proceeds from sale of capital assets	-	176,452	5,354
Transfers out	(200,000)	-	-
Transfers in	60,125	23,295	461,126
Total Other Financing Sources (Uses)	<u>(139,875)</u>	<u>199,747</u>	<u>466,480</u>
Net Change in Fund Balance	13,761	94,657	252,453
Fund Balance - October 1 (Beginning)	<u>1,778,664</u>	<u>115,575</u>	<u>306,973</u>
Fund Balance - September 30 (Ending)	<u>\$ 1,792,425</u>	<u>\$ 210,232</u>	<u>\$ 559,426</u>

City of Corinth, Texas
Combining Statement of Revenues, Expenditures and Changes in Fund Balance Capital Projects (Exhibit C-19)
Year Ended September 30, 2018

Tech Equipment Replacement	Street Escrow	2007 CO Streets	Public Property Finance	Total Nonmajor Capital Projects Funds
\$ 883	\$ -	\$ -	\$ -	\$ 205,883
1,063	1,411	-	491	30,019
-	-	-	-	11,989
<u>1,946</u>	<u>1,411</u>	<u>-</u>	<u>491</u>	<u>247,891</u>
-	-	-	239,866	355,998
-	-	-	-	6,413
-	-	88,875	-	106,896
-	-	-	-	54,681
78,400	-	-	-	86,400
-	-	-	-	164,320
-	-	-	-	41,957
<u>78,400</u>	<u>-</u>	<u>88,875</u>	<u>239,866</u>	<u>816,665</u>
<u>(76,454)</u>	<u>1,411</u>	<u>(88,875)</u>	<u>(239,375)</u>	<u>(568,774)</u>
692	-	-	-	182,498
-	-	(2,916)	(13,506)	(216,422)
138,160	-	-	-	682,706
<u>138,852</u>	<u>-</u>	<u>(2,916)</u>	<u>(13,506)</u>	<u>648,782</u>
62,398	1,411	(91,791)	(252,881)	80,008
27,649	153,321	91,791	252,881	2,726,854
<u>\$ 90,047</u>	<u>\$ 154,732</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,806,862</u>

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STATISTICAL SECTION



STATISTICAL SECTION

This part of the City of Corinth, Texas's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the City's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time. (Tables D-1 – D-5)

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes. (Tables D-6 – D-12)

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future. (Tables D-13 – D-16)

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand how the City's financial activities take place and to help make comparisons over time and with other governments. (Tables D-17 – D-19)

Operating Information

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs. (Tables D-20 – D-21)

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

CITY OF CORINTH, TEXAS
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(Unaudited)

Governmental Activities	2009	2010	2011	2012
Net Investment in Capital Assets	\$ 41,050,434	\$ 39,858,647	\$ 41,537,428	\$ 38,965,723
Restricted	795,115	6,713,859	2,400,976	2,614,336
Unrestricted	8,395,075	2,683,382	6,854,904	6,708,569
Total Governmental Activities Net Position	<u>\$ 50,240,624</u>	<u>\$ 49,255,888</u>	<u>\$ 50,793,308</u>	<u>\$ 48,288,628</u>
Business-type Activities				
Net Investment in Capital Assets	\$ 15,881,901	\$ 17,746,701	\$ 19,490,897	\$ 21,783,319
Restricted	-	-	-	-
Unrestricted	5,638,822	5,883,737	5,858,618	6,216,578
Total Business-Type Activities Net Position	<u>\$ 21,520,723</u>	<u>\$ 23,630,438</u>	<u>\$ 25,349,515</u>	<u>\$ 27,999,897</u>
Primary Government				
Net Investment in Capital Assets	\$ 56,932,335	\$ 57,605,348	\$ 61,028,325	\$ 60,749,042
Restricted	795,115	6,713,859	2,400,976	2,614,336
Unrestricted	14,033,897	8,567,119	12,713,522	12,925,147
Total Primary Government Net Position	<u>\$ 71,761,347</u>	<u>\$ 72,886,326</u>	<u>\$ 76,142,823</u>	<u>\$ 76,288,525</u>

Note:

Governmental Activities:

2007 through 2009 restated for correction of basis in streets.
2009 restated for reclassification of fund.
2012 restated for implementation of GASB 63 and GASB 65.
2015 restated for implementation of GASB 68.

Business-type Activities:

2009 restated for miscellaneous revenue and debt expenses.
2012 restated for implementation of GASB 63 and GASB 65.
2015 restated for implementation of GASB 68.

TABLE D-1

2013	2014	2015	2016	2017	2018
\$ 37,401,599	\$ 36,991,003	\$ 37,162,807	\$ 35,967,465	\$ 35,025,019	\$ 35,039,143
3,776,495	4,078,719	1,066,371	1,759,359	2,600,794	2,830,975
5,660,613	4,522,015	1,767,508	1,817,109	3,328,479	3,038,070
\$ 46,838,707	\$ 45,591,737	\$ 39,996,686	\$ 39,543,933	\$ 40,954,292	\$ 40,908,188
\$ 21,661,416	\$ 21,552,151	\$ 21,568,651	\$ 21,537,921	\$ 21,633,740	\$ 23,453,132
-	-	645,963	647,502	1,127,099	1,295,181
6,897,008	6,250,406	4,856,975	4,285,029	5,523,850	5,059,830
\$ 28,558,424	\$ 27,802,557	\$ 27,071,589	\$ 26,470,452	\$ 28,284,689	\$ 29,808,143
\$ 59,063,015	\$ 58,543,154	\$ 58,731,458	\$ 57,505,386	\$ 56,658,759	\$ 58,492,275
3,776,495	4,078,719	1,712,334	2,406,861	3,727,893	4,126,156
12,557,621	10,772,421	6,624,483	6,102,138	8,852,329	8,097,900
\$ 75,397,131	\$ 73,394,294	\$ 67,068,275	\$ 66,014,385	\$ 69,238,981	\$ 70,716,331

CITY OF CORINTH, TEXAS

EXPENSES, PROGRAM REVENUES, AND NET (EXPENSE)/REVENUE

LAST TEN FISCAL YEARS

(ACCRUAL BASIS OF ACCOUNTING)

(Unaudited)

Expenses	2009	2010	2011	2012
Governmental Activities:				
Public Safety	\$ 7,956,599	\$ 7,716,433	\$ 7,454,086	\$ 7,769,391
Community Services	2,452,756	1,979,094	1,713,873	1,729,610
Public Works	1,784,753	4,152,860	4,268,961	4,829,902
Planning & Development	877,117	875,457	709,683	730,829
City Administration	1,340,171	1,876,455	1,663,492	1,607,926
Financial Services	686,977	688,069	634,749	655,335
Interest on Long-Term Debt	969,752	920,663	809,445	821,597
Total Governmental Activities Expenses	16,068,125	18,209,031	17,254,289	18,144,590
Business-Type Activities:				
Water & Wastewater	10,356,404	10,261,683	9,981,826	10,198,636
Storm Water Utility	510,190	527,768	449,894	520,098
Total Business-Type Activities Expenses	10,866,594	10,789,451	10,431,720	10,718,734
Total Primary Government Expenses	\$ 26,934,719	\$ 28,998,482	\$ 27,686,009	\$ 28,863,324
Program Revenues				
Governmental Activities:				
Charges for Services:				
Public Safety	\$ 3,028,462	\$ 2,858,365	\$ 3,218,248	\$ 3,036,630
Community Services	178,695	197,322	305,958	318,297
Public Works	-	-	340,413	72,087
Planning & Development	297,861	298,676	564,447	364,980
City Administration	-	-	-	-
Finance Services	1,024,019	1,180,425	177,273	88,599
Operating Grants & Contributions	107,572	166,836	152,477	101,458
Capital Grants & Contributions	171,306	1,243,666	858,404	944,835
Total Governmental Activities Program	4,807,915	5,945,290	5,617,220	4,926,886
Business-Type Activities:				
Charges for Services:				
Water & Wastewater	10,306,400	11,094,103	12,221,335	11,715,891
Storm Water Utility	552,871	587,074	552,916	655,400
Operating Grants & Contributions	-	-	-	-
Capital Grants & Contributions	649,055	1,255,490	1,303,744	581,490
Total Business-Type Activities Program	11,508,326	12,936,667	14,077,995	12,952,781
Total Primary Government Program	\$ 16,316,241	\$ 18,881,957	\$ 19,695,215	\$ 17,879,667
Net (Expense)/Revenue				
Governmental Activities	\$ (11,260,210)	\$ (12,263,741)	\$ (11,637,069)	\$ (13,217,704)
Business-Type Activities	641,732	2,147,216	3,646,275	2,234,047
Total Primary Government Net Expense	\$ (10,618,478)	\$ (10,116,525)	\$ (7,990,794)	\$ (10,983,657)

Note:

2012 restated for implementation of GASB 63 and GASB 65.

2015 restated for implementation of GASB 68.

TABLE D-2

	2013	2014	2015	2016	2017	2018
\$	8,188,441	\$ 8,558,062	\$ 8,937,222	\$ 9,331,392	\$ 10,464,824	\$ 12,945,976
	1,740,402	1,735,618	1,855,018	1,734,299	1,533,030	1,511,542
	4,726,964	4,655,417	4,661,909	4,471,115	4,534,197	1,595,297
	731,234	715,554	860,549	1,013,413	857,360	1,034,510
	1,631,852	1,854,669	1,873,459	2,032,778	1,940,255	2,128,443
	662,238	665,351	746,482	878,384	888,324	886,880
	743,848	702,883	613,346	747,838	844,665	828,591
	18,424,979	18,887,554	19,547,985	20,209,219	21,062,655	20,931,239
	10,429,711	10,645,670	11,107,570	12,157,058	12,098,839	12,342,091
	515,487	571,624	540,217	525,740	517,412	560,241
	10,945,198	11,217,294	11,647,787	12,682,798	12,616,251	12,902,332
\$	29,370,177	\$ 30,104,848	\$ 31,195,772	\$ 32,892,017	\$ 33,678,906	\$ 33,833,571
\$	3,316,940	\$ 3,595,280	\$ 3,516,328	\$ 3,960,494	\$ 3,934,109	\$ 3,351,543
	312,490	377,982	230,940	206,560	210,498	234,622
	25,895	111,242	209,723	59,205	156,559	207,711
	342,817	488,706	647,336	540,906	1,200,712	749,678
	-	94,979	92,142	105,401	93,302	83,042
	-	-	-	-	-	-
	144,879	284,954	299,613	189,114	97,506	277,286
	551,016	-	380,748	332,872	1,630,239	1,266,428
	4,694,037	4,953,143	5,376,830	5,394,552	7,322,925	6,170,310
	11,582,827	10,648,512	10,991,068	11,047,722	11,332,588	13,152,059
	667,215	680,128	692,943	703,783	727,197	719,458
	-	-	-	-	-	-
	192,927	176,068	607,013	1,448,393	2,997,195	937,813
	12,442,969	11,504,708	12,291,024	13,199,898	15,056,980	14,809,330
\$	17,137,006	\$ 16,457,851	\$ 17,667,854	\$ 18,594,450	\$ 22,379,905	\$ 20,979,640
\$	(13,730,942)	\$ (13,934,411)	\$ (14,171,155)	\$ (14,814,667)	\$ (13,739,730)	\$ (14,760,929)
	1,497,771	287,414	643,237	517,100	2,440,729	1,906,998
\$	(12,233,171)	\$ (13,646,997)	\$ (13,527,918)	\$ (14,297,567)	\$ (11,299,001)	\$ (12,853,931)

CITY OF CORINTH, TEXAS

GENERAL REVENUES AND TOTAL CHANGE IN NET POSITION

LAST TEN FISCAL YEARS

(ACCRUAL BASIS OF ACCOUNTING)

(Unaudited)

Net (Expense)/Revenue	2009	2010	2011	2012
Governmental Activities	\$ (11,260,210)	\$ (12,263,741)	\$ (11,637,069)	\$ (13,217,704)
Business-Type Activities	641,732	2,147,216	3,646,275	2,234,047
Total Primary Government Net Expense	(10,618,478)	(10,116,525)	(7,990,794)	(10,983,657)

General Revenues and Other Changes in Net Position

Governmental Activities:

Taxes

Property Taxes	8,288,285	8,117,648	8,236,635	8,292,788
Sales Taxes	1,017,734	1,463,459	1,591,901	1,689,889
Franchise Taxes	1,456,065	919,700	1,083,786	1,065,097
Hotel Occupancy Taxes	-	-	-	-

Miscellaneous	95,154	20,050	34,555	143,809
Investment Earnings	318,460	207,718	98,471	63,010
Gain (Loss) on sale of Capital Assets	-	-	-	-
Special Item Outflow	-	-	(700,000)	(134,385)
Transfers	360,418	550,426	2,734,363	(269,093)

Total Governmental Activities	11,536,116	11,279,001	13,079,711	10,851,115
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Business-Type Activities:

Miscellaneous	53,980	355,428	31,858	11,738
Investment Earnings	295,606	157,497	75,308	59,488
Gain (Loss) on sale of Capital Assets	-	-	-	-
Special Item Outflow	-	-	700,000	134,385
Transfers	(360,418)	(550,426)	(2,734,363)	269,093

Total Business-Type Activities	(10,832)	(37,501)	(1,927,197)	474,704
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Total Primary Government	\$ 11,525,284	\$ 11,241,500	\$ 11,152,514	\$ 11,325,819
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Change in Net Position

Governmental Activities	275,906	(984,740)	1,442,642	(2,366,589)
Business-Type Activities	630,900	2,109,715	1,719,078	2,708,751
Total Primary Government	\$ 906,806	\$ 1,124,975	\$ 3,161,720	\$ 342,162

Note:

2012 is restated for implementation of GASB 63 and GASB 65.

Hotel Occupancy Tax was previously reported in the Sales Tax category.

Note: This information is presented using the accrual basis of accounting.

TABLE D-3

	2013	2014	2015	2016	2017	2018
\$	(13,730,942)	\$ (13,934,411)	\$ (14,171,155)	\$ (14,814,667)	\$ (13,739,730)	\$ (14,760,929)
	1,497,771	287,414	643,237	517,100	2,440,729	1,906,998
	(12,233,171)	(13,646,997)	(13,527,918)	(14,297,567)	(11,299,001)	(12,853,931)
	8,501,824	8,674,195	9,291,409	9,663,535	10,629,143	10,587,532
	1,728,567	1,822,924	1,889,020	2,023,059	2,253,805	2,370,316
	967,846	1,039,646	1,074,217	1,068,910	1,073,789	1,120,653
	-	-	67,833	79,007	77,673	61,181
	38,121	13,925	45,685	237,674	204,231	251,014
	49,427	53,968	55,043	87,433	228,971	57,042
	-	-	14,712	43,222	3,497	94,205
	8,556	-	-	-	-	-
	986,679	1,082,783	778,956	1,159,074	678,980	498,018
	12,281,020	12,687,441	13,216,875	14,361,914	15,150,089	15,039,961
	5,145	10,216	(391)	4,741	7,600	94,664
	42,290	29,280	18,423	26,328	43,692	6,748
	-	-	5,333	9,768	1,196	42,141
	-	-	-	-	-	-
	(986,679)	(1,082,783)	(778,956)	(1,159,074)	(678,980)	(498,018)
	(939,244)	(1,043,287)	(755,591)	(1,118,237)	(626,492)	(354,465)
\$	11,341,776	\$ 11,644,154	\$ 12,461,284	\$ 13,243,677	\$ 14,523,597	\$ 14,685,496
	(1,449,922)	(1,246,970)	(954,280)	(452,753)	1,410,359	279,032
	558,527	(755,873)	(112,354)	(601,137)	1,814,237	1,552,533
\$	(891,395)	\$ (2,002,843)	\$ (1,066,634)	\$ (1,053,890)	\$ 3,224,596	\$ 1,831,565

CITY OF CORINTH, TEXAS*FUND BALANCES OF GOVERNMENTAL FUNDS**LAST TEN FISCAL YEARS**(MODIFIED ACCRUAL BASIS OF ACCOUNTING)**(Unaudited)*

General Fund	2009	2010	2011	2012
Reserved	\$ 103,982	\$ 143,025	\$ -	\$ -
Non-Spendable	-	-	216,714	207,875
Unreserved	4,337,600	3,730,485	-	-
Unassigned	-	-	4,552,509	5,246,829
Total General Fund	\$ 4,441,582	\$ 3,873,510	\$ 4,769,223	\$ 5,454,704

All Other Governmental Funds

Reserved	\$ 2,660,627	\$ 4,666,027	\$ -	\$ -
Restricted	-	-	4,427,759	2,304,546
Committed	-	-	1,170,771	1,885,185
Unreserved, Reported In:				
Special Revenue Funds	1,862,162	1,879,248	-	-
Capital Projects Funds	7,670,458	2,054,708	-	-
Unassigned			(268,858)	(351,404)
Total all other Governmental Funds	\$ 12,193,247	\$ 8,599,983	\$ 5,329,672	\$ 3,838,327

Note:

GASB 54 was implemented in 2011.

TABLE D-4

	2013	2014	2015	2016	2017	2018
\$	-	-	-	-	-	-
	211,465	222,652	244,486	439,146	195,750	251,776
	-	-	-	-	-	-
	3,950,657	3,587,445	3,482,449	3,295,962	5,243,056	5,184,229
\$	4,162,122	3,810,097	3,726,935	3,735,108	5,438,806	5,436,005
\$	-	-	-	-	-	-
	2,199,692	1,143,608	1,155,506	13,370,197	14,479,349	5,873,511
	3,286,748	4,067,270	2,946,280	2,623,387	2,703,352	3,156,896
	-	-	-	-	-	-
	-	-	-	-	-	-
	(441,149)	(579,436)	(480,444)	(442,236)	(298,848)	(389,299)
\$	5,045,291	4,631,442	3,621,342	15,551,348	16,883,853	8,641,108

CITY OF CORINTH, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

(Unaudited)

Revenues	2009	2010	2011	2012
Taxes	\$ 10,771,375	\$ 10,530,117	\$ 10,911,621	\$ 11,048,433
Licenses, Fees and Permits	283,232	304,009	1,091,761	661,689
Fines & Penalties	700,857	652,755	634,141	577,101
Charges for Services	3,256,122	3,529,997	2,547,590	2,531,739
Investment Earnings	318,461	207,717	98,470	63,010
Donations	-	713,564	1,012,607	947,567
Special Assessments	114,719	110,972	-	-
Intergovernmental	97,101	269,142	-	-
Other Revenues	99,494	63,697	160,522	205,271
Total Revenues	15,641,361	16,381,970	16,456,712	16,034,810
Expenditures				
Public Safety	7,740,539	8,241,429	8,073,621	7,520,802
Fire	-	-	-	-
Community Services	2,309,808	1,825,414	1,752,265	1,794,276
Public Works	929,424	876,510	1,640,574	1,222,644
Planning & Development	855,155	872,953	699,586	751,109
City Administration	1,498,948	1,659,476	1,454,431	1,444,883
Finance Services	685,409	672,763	614,157	641,484
General Government	973,949	-	-	-
Capital Outlay	-	6,098,235	5,122,041	890,602
Debt Service				
Principal	1,494,683	1,480,700	1,456,375	1,534,125
Interest	910,577	870,581	847,405	813,965
Paying Agent Fees	9,366	-	-	-
Bond Issuance Costs	1,107	27,827	-	-
Total Expenditures	17,408,965	22,625,888	21,660,455	16,613,890
Other Financing Sources (Uses)				
Bonds Issued	-	1,500,000	-	-
Payments to Escrow Agent	-	-	-	-
Bond Premium/Discount	-	-	-	-
Capital Lease	5,434	-	-	-
Sale of Capital Assets	-	-	-	42,309
Transfers In/Out	360,418	550,426	2,734,363	(269,093)
Total Other Financing Sources (Uses)	365,852	2,050,426	2,734,363	(226,784)
Net Change in Fund Balances	\$ (1,401,752)	\$ (4,193,492)	\$ (2,469,380)	\$ (805,864)

Debt service as a percentage of noncapital expenditures

15.20% 15.16% 15.51% 15.68%

The Debt Service ratio to noncapital expenditures is calculated by dividing debt service expenditures by total expenditures less capital outlay.(Exhibit A-6).

TABLE D-5

	2013	2014	2015	2016	2017	2018
\$	11,210,497	\$ 11,538,485	\$ 12,329,258	\$ 12,807,008	\$ 14,034,768	\$ 14,100,926
	285,165	903,407	1,050,172	797,332	1,557,520	1,170,581
	974,231	723,174	682,284	712,852	619,747	758,997
	2,534,668	2,826,329	3,132,880	3,159,963	3,063,911	3,325,163
	49,427	53,967	55,043	87,433	204,231	251,014
	571,827	89,514	96,633	186,220	94,185	1,542,462
	-	-	-	-	-	-
	-	-	-	-	-	-
	190,849	82,083	123,070	292,949	324,855	352,973
	15,816,664	16,216,959	17,469,340	18,043,757	19,899,217	21,502,116
	8,393,476	9,422,471	9,167,774	9,702,983	9,234,496	10,620,034
	-	-	-	-	-	-
	2,113,911	2,405,814	1,765,661	1,507,526	1,353,153	1,428,385
	878,847	1,483,829	2,600,403	1,721,981	1,086,857	886,891
	727,249	718,253	871,281	981,151	874,835	1,040,104
	1,591,760	1,636,334	1,766,937	2,173,809	1,777,956	2,114,840
	655,646	652,321	732,037	862,114	862,354	893,640
	-	-	-	-	-	-
	27,648	-	-	3,727,303	4,958,837	7,965,300
	1,743,686	1,892,482	1,836,489	1,806,587	1,542,615	1,375,785
	756,738	694,004	627,358	784,585	1,109,103	1,064,269
	-	-	-	-	-	-
	-	-	-	-	232,870	10,440
	16,888,961	18,905,508	19,367,940	23,268,039	23,033,076	27,399,688
	-	-	-	17,116,713	13,017,245	-
	-	-	-	(1,179,213)	(7,542,236)	-
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	839,890	26,382	65,887	16,073	182,498
	986,679	1,082,783	778,956	1,159,074	678,980	(2,373,559)
	986,679	1,922,673	805,338	17,162,461	6,170,062	(2,191,061)
\$	(85,618)	\$ (765,876)	\$ (1,093,262)	\$ 11,938,179	\$ 3,036,203	\$ (8,088,633)
	18.23%	16.04%	15.03%	15.45%	17.73%	8.9%

CITY OF CORINTH, TEXAS

TABLE D-6

TAX REVENUES BY SOURCE, GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

Fiscal Year	Property Tax	Sales & Hotel Tax	Franchise Tax	Total
2009	8,297,576	1,456,065	1,017,734	10,771,375
2010	8,142,985	1,463,459	923,673	10,530,117
2011	8,235,934	1,591,901	1,083,786	10,911,621
2012	8,293,447	1,689,889	1,065,097	11,048,433
2013	8,514,084	1,728,567	967,846	11,210,497
2014	8,675,915	1,822,924	1,039,646	11,538,485
2015	9,298,188	1,956,853	1,074,217	12,329,258
2016	9,636,032	2,102,066	1,068,910	12,807,008
2017	10,629,501	2,331,478	1,073,789	14,034,768
2018	10,548,776	2,431,497	1,120,653	14,100,926
Percent Change 2009-2018	27.13%	66.99%	10.11%	30.91%

CITY OF CORINTH, TEXAS

TABLE D-7

*ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS*

Fiscal Year	Residential Property	Commercial Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Value	Taxable Assessed Value as a Percent of Actual Taxable Value
2009	1,187,265,640	190,126,178	16,522,699	1,360,869,119	0.57698	1,393,914,517	97.629%
2010	1,153,359,201	325,754,337	92,100,190	1,387,013,348	0.57698	1,387,013,348	100.000%
2011	1,252,309,929	234,688,468	96,489,458	1,390,508,939	0.59292	1,390,508,939	100.000%
2012	1,211,861,253	268,045,937	88,120,582	1,391,786,608	0.59135	1,391,786,608	100.000%
2013	1,201,904,159	283,761,674	88,447,340	1,397,218,493	0.60489	1,397,218,493	100.000%
2014	1,221,191,136	295,352,467	85,760,821	1,430,782,782	0.60489	1,430,782,782	100.000%
2015	1,267,097,852	326,129,542	59,168,386	1,534,059,008	0.59489	1,652,395,780	92.838%
2016	1,348,410,542	385,457,523	95,347,173	1,638,520,892	0.58489	1,770,835,524	92.528%
2017	1,479,545,576	425,594,137	105,756,559	1,799,383,154	0.58193	1,969,484,281	91.363%
2018	1,610,439,701	200,107,034	142,108,059	1,952,654,794	0.53686	2,143,695,625	91.088%

CITY OF CORINTH, TEXAS

TABLE D-8

*DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS*

Fiscal Year	City Property Tax Rate			Overlapping Rates			
	O & M Tax Rate	General Obligation Debt Service	Total Tax Rate	Denton ISD	Lake Dallas ISD	Corinth Municipal Utility District	Denton County
2009	0.43852	0.13846	0.57698	1.49000	1.65000	0.31000	0.24980
2010	0.43852	0.13846	0.57698	1.49000	1.65000	0.21000	0.27390
2011	0.44946	0.14346	0.59292	1.53000	1.67000	0.15000	0.27740
2012	0.44789	0.14346	0.59135	1.53000	1.67000	-	0.27740
2013	0.46143	0.14346	0.60489	1.53000	1.67000	-	0.28290
2014	0.46143	0.14346	0.60489	1.53000	1.67000	-	0.28490
2015	0.45143	0.14346	0.59489	1.54000	1.67000	-	0.27220
2016	0.44143	0.14346	0.58489	1.54000	1.67000	-	0.26200
2017	0.44298	0.13895	0.58193	1.54000	1.67000	-	0.24841
2018	0.42791	0.10895	0.53686	1.54000	1.67000	-	0.23780

Source: Denton County Appraisal District

CITY OF CORINTH, TEXAS

TABLE D-9

PRINCIPAL PROPERTY TAX PAYERS

CURRENT YEAR AND NINE YEARS AGO

<u>Taxpayer</u>	2018			2009		
	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value
Boulevard 2010 LLC	26,178,509	1	1.34%			
Denton County Electric Coop	22,309,376	2	1.14%	13,703,387	2	0.98%
Oncor Electric Delivery Co	13,757,630	3	0.70%	12,591,150	1	0.90%
CoSer Electric Coop	12,864,600	4	0.66%			
Oxford 2181 Inc	12,709,643	5	0.65%			
Tower Ridge Corinth I, LTD	8,682,463	6	0.44%	7,482,980	4	0.54%
HEB Grocery Company LP	8,261,218	7	0.42%			
Utter, Bill	8,093,666	8	0.41%	5,220,167	8	0.37%
Anixter, Inc.	7,582,667	9	0.39%			
Kensington Square LP PS	7,497,667	10	0.38%	6,787,200	6	0.49%
Utter Properties LLC				7,084,072	5	0.51%
Corinth Autumn Oaks, LP				4,415,366	10	0.32%
HD Supply Utilities LTD #3430				4,915,664	9	0.35%
North Texas Nissan Realty, Inc				5,447,884	7	0.39%
Corinth Investor Holdings LLC				7,847,237	3	0.56%
Total	\$ 127,937,439		6.55%	\$75,495,107		5.41%

Source: Denton Central Appraisal District

CITY OF CORINTH, TEXAS
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

TABLE D-10

Fiscal Year Ended September 30	Taxes Levied for the Fiscal Year	Collected Within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2009	8,213,110	8,155,554	99.30%	56,447	8,212,001	99.99%
2010	8,124,258	8,023,338	98.76%	100,109	8,123,447	99.99%
2011	8,222,763	8,121,978	98.77%	98,210	8,220,188	99.97%
2012	8,300,538	8,207,634	98.88%	90,305	8,297,939	99.97%
2013	8,453,267	8,425,528	99.67%	24,399	8,449,927	99.96%
2014	8,663,332	8,630,897	99.63%	22,326	8,653,223	99.88%
2015	9,187,621	9,160,871	99.71%	9,768	9,170,639	99.82%
2016	9,594,646	9,568,054	99.72%	8,167	9,576,221	99.81%
2017	10,467,690	10,432,195	99.66%	3,953	10,436,148	99.70%
2018	10,503,022	10,472,993	99.71%	-	10,472,993	99.71%

Note:

Current year original tax levy net of supplements and adjustments in current tax year.
Collections in subsequent years are net of supplements and adjustments in subsequent years.

Source: Denton County Tax Office

CITY OF CORINTH, TEXAS
DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN FISCAL YEARS

TABLE D-11

Fiscal Year	Corinth Direct Sales Tax Rate	Corinth Street Maintenance Sales Tax	Economic Development Sec. 4(B) Sales Tax	Corinth Crime Control & Prevention Sales Tax
2009	1.00%	0.25%	0.50%	0.25%
2010	1.00%	0.25%	0.50%	0.25%
2011	1.00%	0.25%	0.50%	0.25%
2012	1.00%	0.25%	0.50%	0.25%
2013	1.00%	0.25%	0.50%	0.25%
2014	1.00%	0.25%	0.50%	0.25%
2015	1.00%	0.25%	0.50%	0.25%
2016	1.00%	0.25%	0.50%	0.25%
2017	1.00%	0.25%	0.50%	0.25%
2018	1.00%	0.25%	0.50%	0.25%

Source: City of Corinth Finance department

CITY OF CORINTH, TEXAS
TAXABLE SALES BY CATEGORY
LAST TEN CALENDAR YEARS

	2009	2010	2011	2012
Construction	1,292,850	311,261	942,329	2,146,600
Manufacturing	2,753,171	923,369	738,294	484,720
Utilities	84,365,709	90,520,993	90,939,863	82,316,673
Wholesale Trade	2,603,344	3,213,997	4,319,250	2,532,277
Retail Trade	19,620,574	20,762,549	22,852,835	26,103,441
Services	4,527,386	4,879,098	5,710,772	6,865,632
Other	18,906,284	19,772,152	21,602,742	23,290,303
Total	134,069,318	140,383,419	147,106,085	143,739,646
Direct Sales Tax Rate	1.00%	1.00%	1.00%	1.00%

Note:

Sales tax for 2018 reports first two quarters only due to reporting lag by State Comptroller's Office.

Source: Texas State Comptroller

TABLE D-12

2013	2014	2015	2016	2017	2018
2,781,669	2,318,987	4,309,632	4,700,702	3,994,986	2,089,398
442,231	626,667	481,999	753,527	614,605	456,463
92,911,304	109,928,880	110,581,672	104,636,898	115,420,823	59,574,743
3,100,915	3,088,654	7,617,017	7,302,049	10,649,928	4,035,360
26,504,414	27,888,328	29,287,734	30,504,049	33,210,828	16,342,574
6,730,599	7,243,623	7,228,816	7,686,622	7,466,146	4,210,238
24,190,424	24,648,881	25,034,737	25,575,315	27,498,369	16,008,710
156,661,556	175,744,020	184,541,607	181,159,162	198,855,685	102,717,486
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

CITY OF CORINTH, TEXAS

TABLE D-13

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

Fiscal Year	General Bonded Debt			Percent of Actual Taxable Value of Property	Per Capita General Bonded Debt	Other Governmental Activities Debt	
	General Obligation Bonds	Certificates of Obligation/ Tax Notes	Total Tax Supported Debt			Capital Leases	
2009	10,978,150	8,473,000	19,451,150	1.43%	983	23,314	
2010	10,106,450	9,364,000	19,470,450	1.40%	977	-	
2011	9,082,075	10,860,931	19,943,006	1.43%	988	-	
2012	8,004,950	9,309,385	17,314,335	1.24%	848	-	
2013	6,887,875	8,682,775	15,570,650	1.11%	756	-	
2014	5,738,000	8,021,998	13,759,998	0.96%	661	758,058	
2015	4,611,500	7,388,904	12,000,404	0.78%	573	683,391	
2016	3,458,925	20,102,388	23,561,313	1.44%	1,118	1,298,191	
2017	7,809,874	18,335,001	26,144,875	1.45%	1,229	1,381,618	
2018	6,663,408	15,470,001	22,133,409	1.13%	1,038	1,217,298	

Fiscal Year	Business-Type Activities				Total Primary Government	Per Capita Primary Government	Percent of Personal Income
	General Obligation Bonds	Certificates of Obligation	Total	Capital Leases			
2009	2,176,850	13,327,000	15,503,850	23,314	35,001,628	1,769	4.78%
2010	1,923,550	12,956,000	14,879,550	-	34,350,000	1,723	4.64%
2011	1,777,925	10,509,069	12,286,994	-	32,230,000	1,597	4.30%
2012	1,625,050	11,060,615	12,685,665	-	30,000,000	1,469	4.15%
2013	1,467,125	10,492,224	11,959,349	-	27,529,999	1,337	3.67%
2014	1,307,000	9,898,002	11,205,002	-	25,723,058	1,235	3.30%
2015	1,063,500	9,341,096	10,404,596	-	23,088,391	1,102	2.87%
2016	816,075	8,752,609	9,568,684	-	34,428,188	1,633	4.15%
2017	7,885,126	2,628,570	10,513,696	-	38,040,189	1,789	4.46%
2018	6,801,595	2,800,000	9,601,595	-	32,952,302	1,549	3.86%

Source: City of Corinth Finance department

CITY OF CORINTH, TEXAS
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

TABLE D-14

Fiscal Year	General Obligation Bonds	Certificate Obligation Bonds	Total General Bonded Debt	Percent of Actual Taxable Value of Property	Per Capita
2009	13,155,000	21,800,000	34,955,000	2.51%	1,766
2010	12,030,000	22,320,000	34,350,000	2.48%	1,723
2011	10,860,000	21,370,000	32,230,000	2.32%	1,597
2012	9,630,000	20,370,000	30,000,000	2.16%	1,469
2013	8,355,000	19,174,999	27,529,999	1.97%	1,337
2014	7,045,000	17,920,000	24,965,000	1.74%	1,199
2015	5,675,000	16,730,000	22,405,000	1.36%	1,069
2016	4,275,000	28,854,997	33,129,997	1.87%	1,572
2017	15,695,000	20,963,571	36,658,571	1.86%	1,724
2018	13,465,003	18,270,001	31,735,004	1.48%	1,489

Source: City of Corinth Finance department

CITY OF CORINTH, TEXAS

LEGAL DEBT MARGIN INFORMATION

LAST TEN FISCAL YEARS

	2009	2010	2011	2012
Debt Limit	\$ 142,209,231	\$ 138,701,335	\$ 139,050,693	\$ 139,178,661
Total Net Debt Applicable to Limit	<u>34,200,916</u>	<u>30,682,714</u>	<u>28,552,904</u>	<u>28,999,184</u>
Legal Debt Margin	<u>\$ 108,008,315</u>	<u>\$ 108,018,621</u>	<u>\$ 110,497,789</u>	<u>\$ 110,179,477</u>
Total Net Debt Applicable to the Limit				
As a Percentage of Debt Limit	24.05%	22.12%	20.53%	20.84%

Source: City of Corinth Finance department

TABLE D-15

2013	2014	2015	2016	2017	2018
\$ 139,721,850	\$ 143,078,278	\$ 165,239,578	\$ 163,852,059	\$ 179,938,315	\$ 195,265,479
26,529,182	24,636,963	22,180,581	32,782,746	33,639,319	31,435,810
\$ 113,192,668	\$ 118,441,315	\$ 143,058,997	\$ 131,069,313	\$ 146,298,996	\$ 163,829,669
18.99%	17.22%	13.42%	20.01%	18.69%	16.10%

Assessed Value	\$ 1,952,654,794
Debt Limit (10% of Assessed Value)	195,265,479
Debt Applicable to Limit:	
Total Debt Outstanding	31,735,004
Less: Amount Set Aside for Repayment of Debt	<u>299,194</u>
Total Net Debt applicable to Limit	<u>31,435,810</u>
Legal Debt Margin	<u><u>\$ 163,829,669</u></u>

CITY OF CORINTH, TEXAS
DIRECT AND OVERLAPPING
GOVERNMENTAL ACTIVITIES DEBT

TABLE D-16

Governmental Unit	Debt Outstanding	Estimated Percent Applicable (1)	Estimated Share of Direct & Overlapping Debt
Debt Repaid With Property Taxes			
Denton Co.	\$ 612,630,000	2.16%	\$ 13,232,808
Denton ISD	1,167,039,104	6.42%	\$ 74,923,910
Lake Dallas ISD	77,342,787	44.45%	\$ 34,378,869
Subtotal, Overlapping Debt			122,535,587
City Direct Debt (2)			<u>25,815,298</u>
Total Direct and Overlapping Debt			<u>\$ 148,350,885</u>
Total Direct and Overlapping Debt % of AV			7.14%
Total Direct and Overlapping Debt per Capita			\$ 7,293

Source: Compiled by Hilltop Securities Inc. using data from the Municipal Advisory Council of Texas.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. The schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and business of the City of Corinth. This process recognizes that, when considering the City of Corinth's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(1) The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the overlapping government's taxable value that is within the City of Corinth's boundaries and dividing it by the overlapping government's total taxable assessed value.

(2) Does not include self-supporting debt.

CITY OF CORINTH, TEXAS

TABLE D-17

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN CALENDAR YEARS

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Population [1]	19,788	19,935	20,177	20,424	20,597	20,824	20,957	21,078	21,269	21,320
Median Household Income [2]	95,696	96,653	99,127	101,176	104,211	106,877	109,543	112,169	114,412	117,180
Per Capita Personal Income	36,987	37,097	37,135	35,388	36,450	37,411	38,372	39,357	40,144	40,683
Median Age	32	32	33	36	36	36	36	36	36	36
Education Level [3]										
School Enrollment	N/A	3,465	3,338	3,533	3,398	3,490	3,582	3,408	3,514	3,547
High school graduate or higher	96%	96%	96%	96%	97%	97%	97%	97%	96%	96%
Bachelor's degree or higher	40%	42%	42%	43%	40%	42%	42%	40%	40%	40%
Unemployment [4]	7.10%	7.10%	6.60%	5.70%	5.30%	4.40%	4.40%	3.80%	3.10%	2.90%

[1] The figure for 2018 are an estimate based on current trends.

[2] These figures are based on Catalyst Commercial and current trends.

[3] The school enrollment (Denton / Lake Dallas ISD) figures are based on numbers provided by the Texas Education Agency (TEA).

[4] The unemployment figures shown above are for Denton County, as calculated by the Labor Market and Career Information (LMCI) Department of the Texas Workforce Commission.

Source: City of Corinth Economic Development

TABLE D-18

CITY OF CORINTH, TEXAS
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

	2018			2009		
	Employees	Rank	Percent of Total City Employment	Employees	Rank	Percent of Total City Employment
CoServ	500	1	7.05%	325	2	7.49%
North Central Texas College	340	2	4.79%	205	3	4.73%
Lake Dallas ISD	210	3	2.96%			
Denton ISD	173	4	2.44%			
City of Corinth	160	5	2.26%	160	4	3.69%
Bill Utter Ford	150	6	2.12%	110	7	2.54%
Denton Area Teachers Credit Union	116	7	1.64%			
Oakmont Country Club	108	8	1.52%			
Albertsons	100	9	1.41%	108	6	2.49%
Gunn Nissan	76	10	1.07%			
Labinal				713	1	16.44%
Grande Communications				100	5	2.31%
Harley Davidson				50	8	1.15%
Total	1,933		27.26%	1,771		40.84%

Source: City of Corinth Economic Development

CITY OF CORINTH, TEXAS

TABLE D-19

FULL-TIME-EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Government										
City Administration	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Legal	1.00	1.00	1.00	1.00	-	-	-	-	-	-
Police	31.00	28.00	28.00	28.00	31.00	32.00	33.00	34.00	35.00	35.00
Animal Control	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	2.00	2.00
Lake Cities Fire Department	41.00	41.00	41.00	40.00	40.00	41.00	41.00	41.00	44.00	53.00
Streets	7.00	7.00	7.00	7.00	7.00	7.00	6.00	7.00	7.00	7.00
Fleet Maintenance	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	-	-
Community Development	5.00	5.00	5.00	5.00	4.00	4.00	4.00	4.00	5.00	5.00
Planning	5.00	4.00	4.00	3.00	4.00	5.00	5.00	5.00	5.00	6.00
Code Enforcement	-	-	-	-	-	-	-	-	-	-
Municipal Court	4.00	4.00	4.00	4.00	5.00	5.00	5.00	4.00	4.00	4.00
Parks & Recreation	18.30	17.80	17.80	17.50	17.50	16.00	16.00	14.00	9.00	11.00
Finance	7.00	6.50	6.50	6.50	6.50	7.50	7.50	7.50	7.50	6.50
Human Resources	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	4.00
Information Services	2.00	2.50	2.50	3.00	3.00	4.00	4.00	5.00	5.00	5.00
Water/Wastewater Fund										
Water/Wastewater	23.00	21.00	21.00	21.00	21.00	21.00	22.00	22.00	19.00	19.00
Engineering	-	-	-	-	-	-	-	-	4.00	4.00
Utility Billing	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Storm Drainage Fund	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Corinth Economic Development Corp.	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Control District Fund	3.00	3.00	3.00	3.00	3.00	3.00	2.00	2.00	2.00	2.00
Child Safety Program Fund	-	0.34	0.34	0.34	0.50	0.50	0.50	0.50	0.50	0.50
Court Security Fund	-	-	-	-	-	-	0.50	0.50	-	-
Total	164.80	158.64	158.64	156.84	159.00	162.50	163.00	163.00	162.00	174.00

Code Enforcement was combined with Community Development starting in 2009.

Source: City of Corinth Adopted Budget.

CITY OF CORINTH, TEXAS
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

TABLE D-20

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Government										
New Single Family Home Building Permits	20	25	32	18	18	23	47	53	63	75
New Commercial Building Permits	2	2	2	2	-	4	5	7	13	4
Police										
Physical Arrests	531	516	410	349	316	304	329	426	513	458
Parking Violations	41	20	38	14	3	7	22	-	-	-
Traffic Violations	5,978	6,046	5,544	5,787	7,021	7,436	7,196	6,013	6,573	7,158
Fire										
Emergency Responses	2,198	2,422	2,600	2,655	2,889	3,164	3,372	3,475	3,237	3,246
Structure Fires Extinguished	55	56	66	49	36	21	18	37	26	34
Inspections	313	376	395	180	621	434	204	403	403	490
Other Public Works										
Street Resurfacing (miles)	<1	2.5	2.7	1.5	<1	<1	<1	<1	<1	<1
Potholes Repaired	1,110	637	1,160	2,948	120	77	244	126	96	226
Parks and Recreation										
Classes offered (hours)	1,424	894	454	273	286	437	310	72	68	60
Participants	7,162	4,420	4,105	1,936	2,225	3,822	6,609	320	224	208
Special events (hours)	963	1,351	4,484	1,054	2,381	3,432	2,699	3,530	3,378	3,773
Class Participants	22,065	31,409	39,567	8,312	4,714	5,185	2,394	3,375	3,209	3,315
Association Participants	83,010	115,910	126,940	25,236	20,327	18,806	29,792	26,766	21,012	-
Athletic League Participants	-	-	-	67,056	32,022	22,944	7,936	-	-	-
Recreation center Participants	7,095	5,327	4,243	7,610	8,088	4,862	2,510	-	-	-
Water										
New Connections	15	35	50	18	19	26	56	44	105	125
Water Main Breaks	26	9	8	3	13	9	8	6	5	7
Average Daily Consumption (millions of gallons billed)	2.60	2.24	3.77	4.24	3.66	3.16	3.54	2.56	2.51	2.69
Peak Demand (millions of gallons pumped)	6.24	6.36	7.99	7.32	6.08	6.01	6.71	6.84	5.79	7.81
Wastewater										
New Connections	16	35	43	18	19	23	51	35	92	116
Average Daily Sewage Treatment (MGD)										
Upper Trinity Regional Water District	1.05	1.20	1.02	1.10	1.08	1.06	1.19	1.40	1.24	1.27
City of Denton (estimate)	0.84	0.92	0.30	1.78	0.25	0.29	0.20	0.25	0.78	0.26

Note:

In prior years class participants included volunteers and hours, in FY2012 the methodology was revised to only count the actual participants.

In FY2012 the City started managing the baseball programs so athletic participation was added to be able to track City program participation.

In 2014-15 the City turned over the baseball program to the Softball Association.

The City of Denton bills the City of Corinth based on one sewage flow meter and two areas based on connection count; flows are based on estimates.

Source: Various City of Corinth departments.

CITY OF CORINTH, TEXAS
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

TABLE D-21

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units	18	18	18	18	18	18	18	18	18	18
Fire Stations	2	2	2	2	2	2	2	2	2	3
Other Public Works										
Streets (miles) [1]	110.00	110.50	110.50	88.99	88.99	88.99	88.99	88.99	92.37	92.43
Highways (miles) [2]	3.10	3.10	3.10	6.29	6.29	6.29	6.29	6.29	6.29	6.29
Traffic Signals	2	2	6	7	8	8	8	8	8	8
Parks and Recreation										
Acreage	184	184	184	184	184	184	184	184	184	184
Playgrounds	11	11	11	11	11	11	11	11	11	11
Baseball/Softball Fields	8	8	8	8	8	9	9	9	9	9
Soccer/Football Fields	6	6	6	6	8	8	8	8	8	8
Recreation Centers [4]	2	2	2	2	2	2	2	1	1	-
Trails (miles)	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74	12.74
Water										
Connections	6,719	6,766	6,780	6,809	6,810	6,831	6,977	7,016	7,113	7,203
Water Mains (miles)	105.47	106.14	108.06	110.40	110.63	111.77	112.70	113.48	115	118
Fire Hydrants	774	785	787	810	822	826	836	855	883	896
Storage Capacity (millions of gallons)	6.00	6.00	6.00	6.00	6.00	6.00	7.50	7.50	7.50	7.50
Subscribed Capacity, UTRWD (MGD)	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Wastewater										
Connections	6,452	6,433	6,512	6,537	6,536	6,573	6,705	6,736	6,818	6,903
Sanitary Sewers (miles)	96.21	96.38	97.64	97.88	98.33	98.09	98.30	98.99	102.19	102.34
Storm Sewers (miles)	33.46	35.30	36.85	38.37	38.73	38.71	39.80	40.59	41.49	41.66
Treatment Capacity, UTRWD (MGD) [3]	4.82	4.82	4.82	4.82	4.82	4.82	4.82	4.82	4.82	4.82

Note:

[1] The reduction in streets is due to the elimination of unpaved streets from the database.

[2] The increase in highways is due to the addition of the northbound and southbound roadways.

[3] The City of Denton bills the City of Corinth based on one sewage flow meter and two areas based on connection count; UTRWD uses a take-or-pay system of billing in which the member city (Corinth) purchases peak capacity. UTRWD data is corrected per original contracts.

[4] The decrease is due to no longer using the Crownover Middle School Building for recreation activities.

Source: Various City of Corinth departments.

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City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Screening wall and Fencing Amendments
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development

AGENDA ITEM

The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City’s Unified Development Code, Section 4: Sign and Fence/Screening Regulations subsection 4.02: Fence and Screening Regulations.

- Staff Presentation
- Public Hearing (Open and Close)
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

Staff is proposing amendments to the City’s Screening and Fencing requirements. The changes to the City’s Screening and Fencing requirements are to specify that required perimeter screening for residential developments be placed within the required landscape edge and directly adjacent to the thoroughfare and the residential lot or internal street. The intent of this change is to provide an area of green space between the sidewalk and masonry screening walls required for the perimeter of residential subdivisions. Staff is hopeful that this will help mitigate the “canyon effect” while driving down the road between screening walls.

At the planning and Zoning Commission Meeting On January 28, 2019 the Commission continued the public hearing of the item to allow staff additional time to research ownership and maintenance responsibilities for the walls.

Following this research staff is proposing two options for developers to choose from when constructing the required masonry screening walls.

1. Place the wall in a lot owned and maintained by the home owners association “HOA”.
2. Place the wall on the property line on the residential lot adjacent to the landscape buffer. With maintenance responsibility falling on the homeowner.

This provides flexibility for developers to choose whether or not to make these the responsibility of the HOA, if one exists on the development.

Staff is also proposing the addition of a five foot by five foot “5ftx5ft” visibility triangle for back yard fences on alley served lots. The intent of this visibility triangle is to allow for additional visibility for residents backing out of their driveways into the alley.

Additionally, staff is proposing the removal of chain link as an allowed fencing material for industrial uses when visible from the adjacent Right of Way(s).

Finally, staff is proposing amendments so that our Code will comply with state law. Currently our code states that any fence variance requests will go before the Planning and Zoning Commission for approval. However, only a City's Zoning Board of Adjustment has the legal authority to grant variances. The proposed language corrects this oversight.

Supporting Documents:

- Proposed amendment

RECOMMENDATION

At the Planning and Zoning Commission Meeting on February 25, 2018 the Commission voted to unanimously recommend their approval of the proposed changes. With the condition that chain link remain an allowed fencing material for industrial uses.

Staff recommends approval of the item on the condition that chain link be prohibited as an allowed fencing material for industrial uses when visible from the adjacent Right of Way(s).

Attachments

Screening Wall and Fencing Ordinance

ORDINANCE NO. 19-3-21-__

FENCE AND SCREENING REGULATIONS AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”), BY AMENDING SUBSECTION 4.02 “FENCE AND SCREENING REGULATIONS”, OF SECTION 4, “SIGN AND FENCE/SCREENING REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies size, placement, and materials fences and screening walls within the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations for fences and screening walls, including without limitation, changes to standards and procedures for appeal; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission voted to recommend approval of the proposed amendments to the City Council; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City has reviewed the proposed amendments to the regulations and procedures for fences and screening walls in the UDC and has determined that the incorporated amendments are appropriate to aid with the placement of fences and screening walls on a property and ensure their continual maintenance; and

WHEREAS, the City has determined that the amendments proposed relating to fences and screening walls will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City

Council has determined that the City's fences and screening walls standards should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
AMENDMENTS**

2.01. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 4.02 "Fence and Screening Regulations" of Section 4, "Sign and Fence/Screening Regulations" of the UDC is hereby repealed in its entirety and a new Subsection 4.02, "Fence and Screening Regulations" of Section 4 of the UDC is hereby adopted to be and read in its entirety as follows.

"4.02.01. - Purpose

- A. General. The requirements set forth in this Subsection 4.02 Fence and Screening Regulations are intended to promote safety; protect the character and stability of residential, commercial, and industrial areas; to conserve the value of land, buildings, and neighborhoods, and enhance the aesthetic and visual image of the City.
- B. Compliance. The construction, modification and maintenance of fences shall comply with the requirements of the City Code of Ordinances.

4.02.02. - Applicability

- A. These regulations shall be applicable to:
 - 1. All new development, and
 - 2. Any proposed building remodeling, alteration, addition, or expansion which either:
 - a. Increases the current appraised value of the existing structure (excluding the value of the land), or
 - b. Increases the overall square footage of any existing structure by thirty percent (30%) or more.

4.02.03. - Fence Regulation Definitions

For the purpose of this Subsection 4.02, certain terms, words and phrases are defined as follows:

- A. Agricultural Use. Land where the production, keeping, or maintenance for sale, lease, or personal use of plants and animals useful to man, including, forages and sod crops; grains and seed crops, dairy animals, poultry and livestock, including but not limited to ostriches, emus, buffalos, beef cattle, sheep, goats, mules, horses, and ponies.

- B. Fence. An artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.
- C. Masonry. Brick, stone, pre-cast concrete, poured-in-place concrete, and split-face concrete masonry unit unless otherwise prohibited by this Subsection 4.02.
- D. Nonconforming Fence. Any fence lawfully existing or approved for construction prior to the date of this UDC, and amendments thereto, that fails to conform to the present requirements of this Subsection 4.02.
- E. Residential. A single family and/or a multi-family dwelling.
- F. Screening. A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms or densely planted vegetation.

4.02.04. - Fence Building Permit

- A. Fence Building Permit Required. No fence or screening wall/fence may be constructed, erected, installed, enlarged, altered, replaced, removed or demolished unless a Fence Building Permit has first been obtained from the Building Official. The Fence Building Permit Application must attach four (4) sets of plans of the proposed fence or screening wall/fence to include:
 - 1. Building locations and area to be fenced;
 - 2. Dimensions and description of materials being used;
 - 3. Intersections of streets, roads, highways, alleys and driveways with subject property;
 - 4. Corner open space easements (i.e., visibility triangles) per Section 3.05.07. C. Triangular Sight Visibility Easements (see also Figure 35);
 - 5. Site and adjacent properties zoning classifications; and
 - 6. Such other data as deemed necessary by the Building Official. The fee for the permit shall be established in the City's Fee Schedule. No permit fees shall be refunded.
- B. Exception to Permitting Requirements. Up to fifty percent (50%) of an existing fence or screening wall/fence on a single family residential property, as measured by linear foot, may be replaced, removed, or demolished without submitting an application and plans and obtaining a permit. This exception may only be applied one time in a two (2) year period for the entire single family residential property.
- C. Offense. A person commits an offense if the person intentionally, knowingly or recklessly erects or causes to be erected on his or her property a fence without obtaining a Fence Building Permit as required by this Section and other applicable ordinances of the City.

4.02.05. - Fence Building Permit Expiration

- A. Expiration Every Fence Building Permit issued by the Building Official under the provisions of this Subsection 4.02 shall expire if the building or work authorized by such permit is not commenced within one hundred eighty (180) calendar days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned for a period of one hundred eighty (180) calendar days at any time after the work is commenced.
 - 1. Before such work can recommence, a new Fence Building Permit meeting the current regulations shall be obtained, and the fee shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year.

2. In order to renew action on a Fence Building Permit after one (1) year, the permittee shall pay a new full permit fee.
- B. Extension. Any permittee holding an unexpired Fence Building Permit may apply for an extension of the time within which work may commence.
1. The Building Official may extend the time for action by the permittee for a period not exceeding 180 calendar days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.
 2. No Fence Building Permit shall be extended more than once.

4.02.06. - Suspension or Revocation of a Fence Building Permit

The Building Official may, in writing, suspend or revoke a Fence Building Permit issued under the provision of this Subsection 4.02 whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation, or any of the provisions of this Subsection 4.02.

4.02.07. - Fence Variance

Any Applicant for a Fence Building Permit whose request is denied by the Building Official for noncompliance with this Subsection 4.02, or whose permit is suspended or revoked, may (within thirty (30) business days from the date of written notification) appeal such decision via a Fence Variance to the Zoning Board of Adjustments.

- A. Authority and Public Hearing.
 1. The Zoning Board of Adjustments may grant a Fence Variance from the requirements of this Section in accordance with this Section.
 2. The Zoning Board of Adjustments may grant a Fence Variance following a public hearing by an affirmative vote of a majority of the members present and voting on the matter.
- B. Fence Variance Grounds or Reasons.
 1. The Applicant for a Fence Variance shall file an Application that specifically describes the grounds or reasons upon which the Fence Variance request is based.
 2. The Applicant shall provide exhibits showing the proposed elevations and materials for the alternative fencing and shall be shown on the Site Plan or if no Site Plan is required then at the time of building permit application.
- C. Fees and Sign Posting for Fence Variance. At the time the Fence Variance application is filed, the Applicant shall pay a fee as set forth in the City's Fee Schedule to defray the costs of handling and processing the Application.
 1. This fee shall not be refundable regardless of the disposition of the Application.
 2. The Applicant shall erect and maintain a sign upon the subject property noticing the public hearing.
 3. The continued maintenance of the sign shall not be a condition precedent to the holding of a public hearing or any other official action concerning such Fence Variance.
- D. Mailed Notice to Property Owners. Notice shall be sent by United States mail, first class postage, not less than 10 calendar days before the public hearing, to all property owners (as the ownership appears in the most current tax rolls for the City) whose property abuts any portion of the boundary of the property where a fence is to be erected and for which a Fence Variance has been requested.

E. Finding of Unreasonable Hardships.

1. In order to grant a Fence Variance, the Zoning Board of Adjustments must find that unreasonable hardships or difficulties may result from strict enforcement of these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal.
2. The Zoning Board of Adjustments may approve variances to the regulations so that substantial justice may be done and the public interest secured; provided that the variance shall not have the effect of nullifying the intent and purpose of these regulations.

F. Specific Terms and Conditions. The Zoning Board of Adjustments may require specific terms and conditions applicable to the approval of the Fence Variance.

G. Time Limitations. No other Fence Variance of like kind relating to the same building or proposed building, shall be considered or acted upon by the Zoning Board of Adjustments for a period of six (6) months subsequent to the denial.

4.02.08. - General Fence Requirements

A. Primary Use Exists.

1. Fences, except silt or erosion-controlling types, shall not be constructed, erected, or installed on a lot unless the primary use/facility have been constructed.
2. Temporary construction fences shall not be allowed on residentially zoned properties longer than sixty (60) calendar days after issuance of a Certificate of Occupancy.

B. Height Maximum. No fence shall exceed eight (8) feet in height measured from the finished grade of the lot or property upon which the fence is being erected, except as otherwise provided for in this Section.

C. Placement.

1. Fences may be placed up to the property line except when deemed physically impractical by the property owner and the Director of Planning.
2. If a fence is offset from the property line, provisions shall be made to prevent vegetation from growing between any existing fence and the new fence.

D. Construction Material.

1. Construction material may be wood or simulated wood (excluding landscape timbers, railroad ties or latticework panels), vinyl, tubular metal (meeting the vertical spacing requirement for swimming pool barrier fences), masonry, or chain link (industrial uses only or as otherwise provided), except in the case where a screening wall/fence is required.
2. A maximum one (1) foot section of lattice constructed atop a wood or simulated wood fence for decorative purposes shall be permitted.

E. Visibility and Safety

1. Fences constructed on corner lots shall conform to the corner public open space easement (i.e., visibility triangles) per 3.05.07. C. Triangular Sight Visibility Easements (see also Figure 35).
2. Fences along winding streets may be prohibited by the Building Official if deemed that the structure materially obstructs visibility for vehicular traffic.

F. Fence Gate. All fences shall have a minimum of one gate for emergency ingress and egress.

G. Property Owner's Expense and Responsibility.

1. In the event any construction or landscaping on the easement requires removal in whole or in part for service access purposes, the same shall be replaced or repaired at the sole expense of the property owner; the City or any utility or other company duly authorized to install lines or equipment within such easement, shall not be held liable for damages.
 2. All Applicants shall be responsible for calling the affected utilities for line locations (i.e., "Dig Test") before constructing a fence across any easement.
- H. Fences Installed within an Easement. For ease of access for service purposes, any fence installed within an easement of the City shall provide a gate or panel with an opening of not less than ten feet (10') in width when opened or removed, unless waived by the Director of Public Works.
- I. Drainage Easements and Floodways.
1. Fences may cross drainage easements, but shall not cross nor encroach into any Floodway nor obstruct or in any way hinder the safe transfer of water through drainage easements or drainage ways.
 2. The City shall have the right to remove fences that encroach into a drainage easement and any other easements in a manner that interfere with the predominant use of that easement.
- J. Hazardous Fence No fence shall be erected or permitted to remain when deemed by the Building Official or his/her authorized representative to be hazardous to the health, safety, and welfare or the general public.
- K. Hazardous Fences in High Density Areas
1. Residential Areas In residential areas with one or more dwellings per acre, no barbed wire, glass imbedded, spiked, electrified, or any other fence deemed hazardous to the health, safety, and welfare of the general public shall be permitted.
 2. Commercial and Industrial Areas. In commercial and industrial areas, fences with barbed wire along the top portion are permitted, provided the fences exceed eight (8) feet in height.
- L. Any Vertical Element of the Fence Not including fence posts, wooden or tubular metal pickets or similar elements of the fence shall extend from one inch (1") above grade to the top of the fence.

4.02.09. - Agricultural Fences

- A. Compliance and Exception. Lots or parcels of land zoned Single Family having a land area of three (3) acres or more and being developed with one single family residence or single family-zoned land having an established agricultural use as defined herein shall comply with the provisions of this UDC, except for the construction of cross-fencing interior to the lot or parcel.
- B. Perimeter Fencing Materials In addition to the permitted fencing materials listed in 4.02.08. General Fence Requirements, properties described in 4.02.09. A above, may also use pipe and cable, wire fence, and sucker rod pipe for perimeter fencing needs.
- C. Interior Cross-fencing Materials In addition to the fencing materials permitted in 4.02.09. B above, properties described in 4.02.09. A above may also use the following types of fencing for interior cross-fencing needs: T-posts and electric fence meeting the minimum specifications of the Underwriters' Laboratory and installed in accordance with the National Electric Code adopted by the city and ElectroBraid™ or similar product (i.e., braided fabric and wire combination affixed to posts that are attached to a low-voltage regulator).
- D. Pre-Existent Fences In cases where there are fences on lots or parcels of land as described in 4.02.09. A above, constructed on or before May 15, 2002, and the fences do not comply with the

provisions of this UDC at the time of its adoption, said fences shall be allowed to continue to exist until:

1. They are deemed injurious to the health, safety and welfare of the general public;
2. They are destroyed or fifty percent (50%) or more damaged; or
3. The land is sold and/or further subdivided and developed.

4.02.10. - Residential Fences

A. Fence Construction

1. Fences that are erected abutting streets, parks, trails, Denton County Transit Authority (DCTA) trails, public property may be constructed of wood or simulated wood (with horizontal members facing the interior yard) or tubular metal, meeting the vertical spacing requirement for swimming pool barrier fences.
 - a. Where a tubular metal fence is in place, a wood fence may not be constructed along streets immediately behind the tubular metal fence.
2. Fences that are erected abutting property used for open space or agricultural use may be constructed of wood or simulated wood (with horizontal members facing the interior yard), or tubular metal meeting the vertical spacing requirement for swimming pool barrier fences.
3. All residential fences shall be constructed with the finished surface (i.e., the smooth side) facing outward from the property. The finished surface (i.e., the smooth side) may have a horizontal cap, architectural detail, or molding located at the top of the fence that extends beyond the surface plane of the fence.

B. Front Yards In front yards, no fence shall be erected in front of the front building line except fences that do not obstruct vision.

1. Fences allowed within front yards shall be constructed of tubular metal, vinyl, simulated wood or wooden rail or picket-style construction and shall be no greater than four feet (4') in height, excluding the posts.
2. Properties with less than one dwelling per acre may have fences in the front yard in excess of four feet (4') provided they do not obstruct vision or hamper safety.

C. Corner Lots Where a corner lot (Lot, Corner) has two (2) front yards and a house is constructed facing one of the two (2) front yards, the second front yard may be fenced in the same manner as any other side yard provided it complies with corner open space easements (i.e., visibility triangles) per 3.05.07. C. Triangular Sight Visibility Easements (see also Figure 35).

D. Alleys At the intersections of driveways with alley access, a visibility triangle extending to the edge of alley pavement a distance of five (5) feet and extending from the edge of driveway pavement a distance of five (5) feet and connecting the two (2) points shall be established and maintained and shall remain free of all obstructions as detailed in figure 34 below.

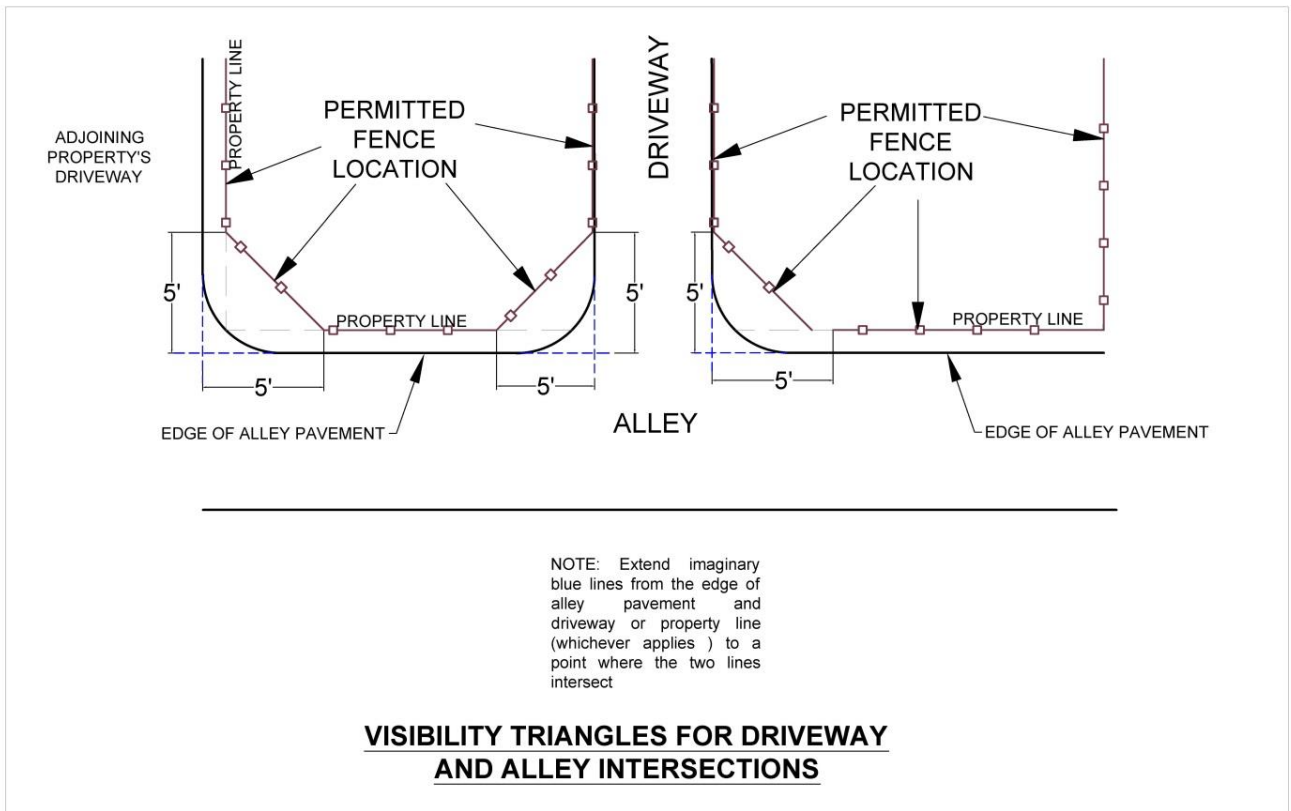


Figure 34 – Alley Visibility

4.02.11. - Screening Requirements for Residential and Nonresidential Properties

- A. Screening Height Between Nonresidential and Residential. Masonry screening walls separating nonresidential used and/or zoned areas from residential uses shall be at least six feet (6') in height, but not more than eight feet (8'), unless otherwise specifically permitted or required by this Section or unless approved by the City Council following a recommendation by the Planning and Zoning Commission in the consideration of a PD, Planned Development rezoning application, Site Plan, or Specific Use Permit.
- B. Masonry Screening Walls. Masonry screening wall shall be placed up to the property line except when deemed physically impractical by the property owner and the Building Official.
- C. Nonresidential Construction Abuts Residential Zoning Classification.
 - 1. Nonresidential construction which abuts the boundary of any property in a residential zoning classification shall require the Developer of the nonresidential use to erect a minimum six (6) foot high masonry screening wall along the common boundary before public works improvements having been accepted for platting purpose or before the issuance of a Certificate of Occupancy zoning purposes.
 - 2. The design and construction material of the screening fence shall be as specified in this Section.
- D. Nonresidential Uses with Loading Docks
 - 1. Nonresidential uses with loading docks and delivery entrances that front a Collector Street or Arterial Street shall require the Developer to erect a minimum ten-foot (10') high masonry

screening wall to screen views of loading docks and loading spaces intended for tractor/semi-trailer delivery.

2. If such service/loading areas are adjacent to residential uses they shall be screened from view at a height of six feet (6') while standing at the highest grade on the residential property line.

E. Residential Construction Abuts a Collector or an Arterial Street

1. When residential construction abuts a Collector Street or an Arterial Street (as defined in the City's Comprehensive Plan as amended from time to time), the Developer shall erect a minimum six (6) foot high masonry screening wall before the issuance of a Certificate of Occupancy.
2. When required by this section the masonry screening wall shall be placed within a lot owned and maintained by the Homeowners Association. If there is no Homeowners Association then the screening wall shall be placed on the property line between the lot and the required landscape buffer, in this instance the property owner shall be responsible for the maintenance of the required wall.

F. Screening Walls/Fences

1. Any screening fence required by this Section shall be constructed of the following materials:
 - a. Brick, stone, or split-face concrete masonry unit; or
 - b. Pre-cast concrete wall or poured-in-place concrete wall with a similar appearance as brick, stone or split-face concrete masonry unit.
2. All construction materials shall be earth-tone or traditional masonry colors including white.
 - a. An unfinished haydite block wall or a wall with non-traditional masonry colors shall be prohibited.
 - b. Where a masonry screening wall is constructed of split-face concrete masonry units or pre-cast concrete or poured-in-place concrete with a similar appearance as brick, stone or split-face concrete masonry unit, the decorative or split-face side of the wall shall face the adjacent residential properties or street.
 - c. Smooth-faced concrete masonry units (e.g., haydite blocks) shall not be permitted as a construction material for a screening fence.

G. Screening Wall Design

1. All walls shall be constructed with the same materials and same masonry percentages as the main building.
2. The screening wall shall be designed and constructed to prevent any drainage or erosion problems.
3. A minimum five-foot (5') wide screening fence maintenance easement shall be provided on all lots abutting the required screening along the full length of the required screening fence, unless separated by an alley. If platting, such easement shall be shown on the Preliminary Plat and Final Plat.

4.02.12. - Mechanical Equipment Screening Requirements for Nonresidential Properties

A. General

1. In all nonresidential development, all mechanical equipment whether ground-mounted, roof-mounted or otherwise attached to the building shall be screened from view at a height of six feet (6') while standing at the highest grade on the nearby property line(s).

2. Mechanical equipment areas shall be constructed, located and screened to prevent interference with the peace, comfort, and repose of the occupants of any adjoining building or residence.
3. The location, construction, and screening of all mechanical equipment shall be shown on the design drawings.

B. Ground-Mounted Mechanical Equipment

1. Ground-mounted mechanical equipment, with the exception of an electricity delivery provider's distribution voltage of 25 kv (kilovolts) or smaller, shall be screened with a screening fence or living screen equal to or greater than one foot (1') above the height of the unit.
2. The screening fence shall be constructed of masonry or wooden materials.

C. Roof-Mounted Mechanical Equipment

1. Roof-mounted mechanical equipment shall be screened from view with a parapet wall, mansard roof or alternative architectural element.
2. The height of the screening element shall be equal to or greater than the height of the mechanical unit(s) provided that the element shall not extend more than five feet (5') above the roof on a one- or two-and-one-half (2½) story building.
3. When the height of a mechanical unit exceeds the maximum permitted height of the screening feature, an additional roof setback for the unit shall be required at a ratio of two horizontal feet (2') for each additional one-foot (1') of vertical height above the maximum five (5) feet.
4. Screening for mechanical units shall apply to new building construction and renovations exceeding 50% of the structure(s) appraised value or square footage.

4.02.13. - Screening of Outdoor Waste Storage for Nonresidential, Single Family Attached, and Multiple Family Residential Properties

A. General

1. Waste storage areas (refuse containers, etc.) shall be constructed, located and screened to prevent interference with the peace, comfort, and repose of the occupants of any adjoining building or residence.
2. The location, construction, and screening of all waste storage areas (refuse containers, etc.) shall be shown on the design drawings.

B. Incidental Use Requirement and Location Standards Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers which are used for waste disposal purposes shall:

1. Only be allowed as an incidental use, and
2. Only be allowed when located behind the building line established by the structure and not within any side or rear yard setback or any required landscaped area. The director may allow minor incursions into a side or rear yard setback provided that it does not hinder vehicular visibility and is conducive to the flow of traffic on the site.

C. Setbacks Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers shall be setback from all residential uses a minimum of twenty-five feet (25').

D. Screening Required. Refuse containers, trash dumpsters/containers, trash compactors, box compactors, and other similar containers shall be enclosed on all four sides with a three-sided masonry screening wall and a solid metal gate on the fourth side that shall be constructed to a

minimum height of one (1) foot above the container height, but shall not exceed eight feet (8') in height.

1. The container shall be screened by the masonry wall and a solid metal gate capable of screening the area and shall remain closed at all times except when filling or emptying the container.
2. The screening wall shall be similar to or extensions of the development's architectural design.

4.02.14. - Fence Installation

A. Pre-Existing Fences

1. A Developer, who is required to erect a screening fence under the provisions of this Section, shall be responsible for removing any pre-existing fences that do not meet the requirements of this Section on any properties that abut the new screening fence so as to avoid a gap between the new screening fence and the pre-existing fences.
2. The Developer shall bear the cost of removing the pre-existing fences subject to the provisions in 4.02.14. B and 4.02.14. C, below.

B. Permission of the Adjacent Property Owner. Prior to removing any pre-existing fence and erecting the required screening fence in its place, the Developer shall obtain the permission of the adjacent property owner.

1. If an adjacent property owner withholds his consent, the Developer shall leave the pre-existing fence in place and erect the new screening fence alongside it on the Developer's property.
2. Provisions shall be made to prevent vegetation from growing between the existing and new fence.

C. Liability. The Developer and his contractor shall be liable for any personal or property damage that may occur during the removal of the pre-existing fence and the construction of the new screening fence.

4.02.15. - Barrier Fence Requirements for Swimming Pools, Spas, and Hot Tubs

A. General. The provision of this Section apply to the design and construction of barriers for all new swimming pools located in the City.

B. Definitions. For the purpose of this Section 4.02.15, certain terms, words and phrases are defined as follows:

1. Above-Ground/On-Ground. See definition of Swimming Pool.
2. Barrier. A fence, wall, building wall or a combination thereof, which completely surrounds the Swimming Pool and obstructs access to the Swimming Pool.
3. Grade. The underlying surface such as earth or a walking surface.
4. Hot Tub. See definition of Swimming Pool.
5. In-Ground Pool. See definition of Swimming Pool.
6. Portable Spa. A non-permanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product and which is cord connected (not permanently electrically wired).
7. Spa, Non-Portable. See definition of Swimming Pool.
8. Swimming Pool. Any structure intended for swimming or recreational bathing that contains water over twenty-four (24) inches deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

- C. Swimming Pool Requirements. An outdoor swimming pool shall be provided with a barrier which shall comply with the following:
1. The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool.
 - a. The maximum vertical clearance between grade and the bottom of the barrier shall be two (2) inches measured on the side of the barrier which faces away from the swimming pool.
 - b. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure.
 - c. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four (4) inches.
 2. Openings in the barrier shall not allow passage of a four (4) inch-diameter sphere.
 3. Solid barriers that do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
 - a. An existing structure, such as a house or Accessory Building, may be used as part of the enclosure, provided said structure is no less than four feet in height.
 4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than forty-five (45) inches, the horizontal members shall be located on the swimming pool side of the fence or shall be so constructed as to not provide a climbable surface.
 - a. Spacing between vertical members shall not exceed one and three-quarters inches (1 $\frac{3}{4}$ ") in width.
 - b. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three-quarters inches (1 $\frac{3}{4}$ ") in width.
 5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of horizontal members is forty-five (45) inches or more, spacing between vertical members shall not exceed four (4) inches.
 - a. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed three-quarter inches ($\frac{3}{4}$ ") in width.
 6. Maximum mesh size for chain link fences shall be a one and one-quarter inch (1 $\frac{1}{4}$ ") square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than one and three-quarter inches (1 $\frac{3}{4}$ ").
 7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be no more than one and three-quarters inches (1 $\frac{3}{4}$ ").
 8. Access gates shall comply with the requirements of items 4.02.15. C.1 through 4.02.15. C.7 (above) and shall be equipped to accommodate a locking device.
 - a. Pedestrian-access gates shall open outward away from the pool and shall be self-closing and have a self-latching device.
 - b. Gates other than pedestrian-access gates shall have a self-latching device.

- c. Where the release mechanism of the self-latching device is located less than fifty-four (54) inches from the bottom of the gate, the release mechanism and openings shall comply with the following:
 - i. The release mechanism shall be located on the pool side of the gate at least three (3) inches below the top of the gate, and
 - ii. The gate and barrier shall have no opening greater than one-half (1/2) inch within eighteen (18) inches of the release mechanism.
9. Where a wall of a dwelling serves as part of the barrier, one of the following conditions shall be met:
- a. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or
 - b. All doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and its screen, if present, are opened.
 - i. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened and be capable of being heard throughout the house during normal household activities.
 - ii. The alarm shall automatically reset under all conditions.
 - iii. The alarm system shall be equipped with a manual means, such as touchpad or switch, to temporarily deactivate the alarm for a single opening.
 - iv. Such deactivation shall last for not more than 15 seconds.
 - v. The activation switches shall be located at least 54 inches above the threshold of the door.
 - c. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable so long as the degree of protection afforded is not less than the protection afforded by a and b above.
10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure and the means of access is a ladder or steps, then:
- a. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or
 - b. The ladder or steps shall be surrounded by a barrier which meets the requirements of Items 4.02.15. C.1 through 4.02.15. C.8 (above). When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a four (4) inch diameter sphere.
11. Barriers shall be located so as to prohibit permanent structures, equipment or similar object from being used to climb the barriers.

4.02.16. - Inspections

Upon completion of work authorized under this Section, it shall be the duty of the permittee to notify the Building Official that such work is ready for final inspection.

4.02.17. - Loss of Nonconforming Status

A. Scenarios. Any nonconforming fence loses its nonconforming status and becomes an illegal fence if:

- 1. The fence is damaged or deteriorated to such an extent that fifty percent (50%) or more of the fence must be rebuilt or repaired;

2. The fence is moved to any extent unless the moving was due to installation, maintenance or repair of public streets or utilities; or
 3. The fence has been altered in any way except for normal wear and tear, routine painting or repair, or routine pruning of plant materials.
- B. Compliance Required after Loss Should any fence lose its nonconforming status, the illegal fence shall not be reconstructed or rebuilt except in conformance with the provisions of this UDC.

4.02.18. - Maintenance of the Required Screening Fence

- A. Maintenance Responsibility. The owner of the property or Homeowners' or Property Owners' Association, if it is a commonly owned property, with the required screening fence shall be responsible for the maintenance of the screening fence sound condition.
1. This provision does not relieve an abutting property owner of liability for damage caused by such owner or his employees, agents, or contractors.
 2. Any living screen shall be maintained for perpetuity.
- B. Required Documents. The Developer of a subdivision, after constructing the required screening fence, shall create a mandatory Homeowners' or Property Owners' Association, which shall be responsible for maintaining the screening fence.
1. The association's document must indicate that the screening fence is privately owned and maintained by the association, and that the City has no obligation to maintain said screening fence.
 2. If the Homeowners' or Property Owners' Association fails to maintain said screening fence, the City shall have the right to perform necessary repairs or maintenance and to levy an assessment for the expense of the needed repairs or maintenance.
 3. Said assessment shall constitute a lien upon each lot against which the assessment is made.
- C. Homeowners' or Property Owners' Association Alternative Method If a subdivision contains five or fewer lots, the Developer may propose an alternative method for ensuring long-term maintenance of the screening fence.
1. The documents evidencing responsibility for maintenance of the required fence shall be reflected in the plat.
 2. The alternative method must be approved by the Planning and Zoning Commission.
- D. Vertical Alignment Requirement. No fence shall be fifteen (15) degrees or more out of vertical alignment nor have any missing or damaged pickets within any eight-foot (8') section.
- E. Final Authority.
1. The Building Official shall be the final authority of whether repair or maintenance is needed for any fence constructed within the City.

4.02.19. - Illustration of the Corner Public Open Space Easement (i.e., Visibility Triangles)

The following is a graphic depiction of one of the standards within Section 3.05.07. C Triangular Sight Visibility Easements, the Corner Public Open Space Easement:

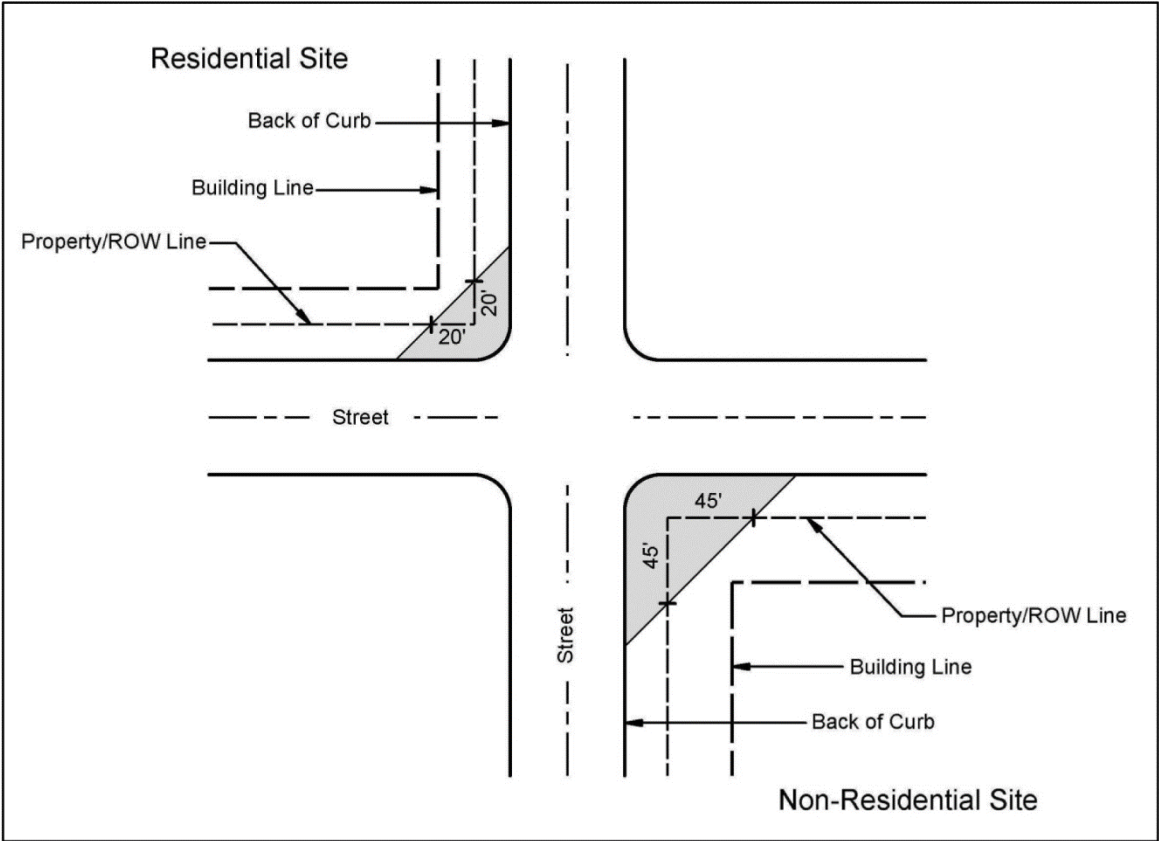


Figure 35: Corner Public Open Space Easement (i.e., Visibility Triangles)

**SECTION 4.
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 6.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 7.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 8.

EFFECTIVE DATE

This ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS _____th DAY OF _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Accessory Structures Amendments
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City’s Unified Development Code, Section 2: Zoning, Subsection 2.07: Zoning Use Regulations, 2.07.07 Accessory Buildings and Uses.

- Staff Presentation
- Public Hearing (Open and Close)
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

Staff is proposing amendments to the City’s accessory building requirements. The proposed changes are to reduce the required setbacks for accessory structures. Currently, all accessory structures are required to have a 7.5 foot setback from adjoining property lines. This is often not an issue for most owners to accommodate. However, this does cause problems for some properties which have side setbacks that are less than 7.5 feet.

Staff is proposing that all accessory structures that are 100 square feet or less have a zero (0) foot setback from adjoining property lines and that structures greater than 100 square feet in size have a five (5) foot setback.

Historically, these cases have been taken to the Board of Adjustment for variances to the City’s code and during staff’s research we have noticed that in nearly every case a variance was approved.

Since this is a common issue that the residents in Corinth have to face staff is proposing reducing these setbacks in an effort to reduce extra hurdles for our residents to have to navigate in order to place an accessory structure on their property.

Finally, staff is proposing that accessory structures that are less than 100 square feet in size be allowed to be placed on a lot without the approval of a building permit. Accessory structures of this size are most commonly purchased as a pre-fabricated unit from places such as Lowes or Home Depot.

Supporting Documents:

- Proposed amendment

RECOMMENDATION

At the Planning and Zoning Commission Meeting on February 25, 2018 the Commission voted to unanimously recommend their approval of the proposed changes.

Staff recommends approval as presented.

Attachments

Accessory Structure Ordinance

ORDINANCE NO. 19-3-21-__

ACCESSORY BUILDING REGULATIONS AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”), BY AMENDING SECTION 2.07.07, “RESIDENTIAL ACCESSORY BUILDINGS AND USES” OF SUBSECTION 2.07 “ZONING USE REGULATIONS” OF SECTION 2, “ZONING REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies size, placement, and use of accessory structures within the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations for accessory structures, including without limitation, dimensional and setback requirements, and related permit requirements; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission voted to recommend approval of the proposed amendments to the City Council; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City has reviewed the proposed amendments to the regulations for accessory structures in the UDC and has determined that the incorporated amendments are appropriate to aid with streamlining the process for residents to obtain an accessory structure for their property; and

WHEREAS, the City has determined that the amendments proposed relating to public hearing notices will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the City’s accessory structure standards should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
AMENDMENTS**

2.01. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 2.07 “Accessory Buildings and Uses”, Section 2.07.07 “Accessory Buildings and Uses”, of Section 2, “Zoning Regulations” is hereby repealed in its entirety and a new Section 2.07.07 “Accessory Buildings and Uses of Subsection 2.07 of Section 2 is hereby adopted to be and read in its entirety as follows.

“2.07.07. – Accessory Buildings and Uses

A. Residential Accessory Buildings and Uses

1. The following regulations apply to Accessory Buildings servicing lots zoned for residential uses:
 - a. Residential Accessory Building Dimensional regulations

Table 12: Residential Accessory Dimensional Requirements

<i>Standard</i>	<i>Lots up to 13,999 S.F.</i>	<i>Lots 14,000 S.F. up to 21,999 S.F.</i>	<i>Lots 22,000 S.F. up to 43,559 S.F.</i>	<i>43,560 and up</i>
Maximum Square Footage of All Accessory Buildings (Combined Area)	400 S.F.	750 S.F.	1,200 S.F.	2,000 S.F.
Maximum Height of Accessory Buildings	15'	15'	Equal to or less than main building	Equal to or less than main building
Maximum Number of Accessory Buildings	2	2	3	3
Maximum Allowed Building Area Coverage	Main and accessory buildings shall not exceed the allowable coverage percentage of the zoning district in which they are located.			
Minimum Front Setback	25'*	25'*	25'*	25'*
Minimum Side and Rear Setback	0' If less than 100 S.F. 5' if over 100 S.F.	0' If less than 100 S.F. 5' if over 100 S.F.	0' If less than 100 S.F. 5' if over 100 S.F.	0' If less than 100 S.F. 5' if over 100 S.F.
Minimum Side Setbacks for Corner Lots	15'**	25'**	25'**	25'**
Prohibited Locations	Accessory Buildings in Easements are Prohibited.			
Barns and other Types Livestock Housing	Accessory Buildings the use of which is for the purpose of containing livestock (e.g., chickens, hogs, horses, etc.) shall be located at least two hundred (200) feet from any existing dwelling located on an adjacent lot or tract.			

* No Accessory Building shall be placed so as to protrude in front of the main building.

** Detached Garages shall have the same setback as side entry garages.

- b. Residential accessory building development regulations.
 - i. Accessory buildings which are less than one hundred (100) square feet in size shall not require a permit from the City prior to construction.
 - ii. Accessory buildings which are greater than one hundred (100) square feet in size shall require a permit and inspections from the City in accordance with applicable codes.
2. The following regulations apply to Guest House/Servants' Quarters operating as Accessory Buildings or as a use attached to the main building.
 - a. A Guest House/Servants' Quarters shall not be less than six hundred (600) square feet when built over a garage, nor less than seven hundred fifty (750) square feet when free standing, and shall not contain more than one thousand (1,000) square feet of living area.
 - i. Nothing herein shall authorize the occupancy or the use of a Guest House/Servants' Quarters by anyone other than a bona fide guest or servant employed by the occupant of the main structure on such lot, estate or land.
 - ii. A Guest House/Servants' Quarters may be constructed as a part of the main building.
 - b. Any Accessory Building for human habitation shall not be occupied until the main dwelling has been completed.
 - c. Only one (1) Guest House/Servants' Quarters shall be allowed on any individual tract of land.
 - d. Guest House/Servants' Quarters shall not be leased or rented.
 3. Accessory Building and Use Limitations within the SF-A, Single Family Residential (attached). Only the following Accessory Buildings and uses shall be permitted within this district:
 - a. One attached garage (Garage, Private (attached)) with one or more compartments and with front and side walls complying with the requirements of the front and side walls of the main portion of the building as to distance, etc.; or
 - b. One detached private garage (Garage, Private (detached)) with one or more compartments and located within the prescribed building lines.
 4. Accessory Buildings and Use Limitations within the MF-1, Multi-Family Residential, MF-2, Multi-Family Residential, and MF-3, Multi-Family Residential Districts.
 - a. An Accessory Building necessary to store equipment for several dwelling units or provide a service function for several dwelling units shall not be occupied as a place of abode.
 - b. Any Accessory Building which is not a part of the main building shall be separated from the main building by a minimum of ten feet (10').
 5. Architectural elements for Residential Accessory Buildings.
 - a. All Accessory Buildings 200 square feet and larger shall be constructed of the same exterior construction material of the main building or structure and incorporate the same architectural elements and materials as the main building.
 - b. The color and materials of the roof of the accessory building must closely resemble the color and materials of the roof of the main building unless the accessory building is prefabricated or pre-finished.
- B. Nonresidential Accessory Buildings
1. The exterior façade of all Accessory Buildings shall be constructed of the same exterior construction material of the main building or structure and, at a minimum, material meeting the requirements of Section 2.09.04. Building Façade Material Standards.
 2. In the nonresidential districts, an Accessory Building shall not exceed the height of the main building and shall not exceed fifty percent (50%) of the floor area of the main building, and shall be used for purposes accessory and incidental to the main use.
 3. Nonresidential Accessory Buildings may meet the definition of a Portable Building.

- a. All Portable Buildings shall comply with 2.07.04. Conditional Development Standards.”

**SECTION 4.
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 6.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 7.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority’s decisions or enactment.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS _____th DAY OF _____, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 03/21/2019
Title: Zoning Notification Revisions
Submitted For: Helen-Eve Liebman, Director
Submitted By: Ben Rodriguez, Manager
Finance Review: N/A
Legal Review: Yes
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City’s Unified Development Code, Section 2: Zoning, Subsection 2.10: Zoning Procedures, 2.10.04 Zoning Text and Map Amendments and 2.10.05 Public Hearings and Notification Requirements for Zoning Related Applications.

- Staff Presentation
- Public Hearing (Open and Close)
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

Planning and Development Department staff are proposing amendments to the zoning notification process for public hearings related to zoning and subdivision cases. These amendments are intended to clarify posting requirements within the ordinance, increase the efficiency of posting procedures, and improve transparency.

The following changes are proposed.

1. All signs, newspaper notices, letters, & notices on City website will be provided at least 15 days in advance of their corresponding meetings.
2. Would define specifications for notice signs as follows: “Posted signs shall be a minimum of four (4) feet wide by four (4) feet long, affixed to a post or posts.
3. Stipulating that signs shall be removed within ten (10) days of City Council action on the related case.”
4. Applicants will be required to post a minimum of one sign per 1000ft of street frontage.
5. The inclusion of language stating that the applicant is encouraged to conduct a neighborhood meeting with area homeowners within the vicinity of the request prior to appearing before the Planning and Zoning Commission.

Sections have be Renumbered to account for changes.

Supporting Documents:

- Proposed Ordinance
- Current Corinth Public Notice Sign Design
- Example Public Notice Sign

RECOMMENDATION

At the Planning and Zoning Commission Meeting on February 25, 2018 the Commission voted to unanimously recommend their approval of the proposed changes.

Staff recommends approval as presented.

Attachments

Zoning Notification Ordinance

Current Zoning Signs

Proposed Zoning Sign

ORDINANCE NO. 19-3-21-__

PUBLIC HEARING NOTICE AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”), BY AMENDING SECTION 2.10.04, “ZONING TEXT AND MAP AMENDMENTS” AND SECTION 2.10.05 “PUBLIC HEARINGS AND NOTIFICATION REQUIREMENTS FOR ZONING RELATED APPLICATIONS” OF SUBSECTION 2.10 “ZONING PROCEDURES” OF SECTION 2, “ZONING REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies types and length of zoning text and map amendment notices required within the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations and procedures for public hearing notices within the UDC; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission considered the proposal to amend the Zoning Ordinance to extend the time for notice of public hearing from the current ten (10) days to fifteen (15) days prior to the public hearing, the additional of regulations encouraging neighborhood meetings between homeowners and applicants, and the addition of regulations requiring signage posting and removal and regulating spacing of signage utilized for zoning amendment requests, determined that the proposed changes would provide more opportunity for public notice and input and thus voted to recommend approval of the proposed amendments to the City Council; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City has reviewed the

proposed amendments to the regulations and procedures for public hearing notices, signage, and encouraging neighborhood meetings as recommended for approval by the Planning and Zoning Commission and has determined that the incorporated amendments to the UDC are appropriate to aid with providing timely notices of public hearings to the City's residents and provide additional notice and opportunity for public input on zoning applications; and

WHEREAS, the City has determined that the amendments proposed relating to public hearing notices will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the City's public hearing notices standards should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
AMENDMENTS**

2.01. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 2.10 "Zoning Procedures", Section 2.10.04 "Zoning Text and Map Amendments", of Section 2, "Zoning Regulations" is hereby repealed in its entirety and a new Section 2.10.04, "Zoning Text and Map Amendments" of Subsection 2.10 of Section 2 of the UDC is hereby adopted to be and read in its entirety as follows.

"2.10.04. - Zoning Text and Map Amendments

A. Process Requirements

1. Zoning Amendments Require City Council Approval. The City Council may, from time to time, amend, supplement or change by ordinance, the boundaries of the districts (i.e., Zoning Map Amendment (Rezoning)) or the regulations herein established (i.e., Zoning Text Amendment) as provided by the Statutes of the State of Texas.
2. Planning and Zoning Commission Recommendation Required for all Amendments. Before taking action on any proposed amendment the City Council shall submit the same to the Planning and Zoning Commission for its recommendation and report.
3. Petitions Submitted to the City Council.
 - a. Any person or corporation having a proprietary interest in any property may petition the City Council for a change or amendment to the zoning provisions of this UDC; or
 - b. The Planning and Zoning Commission may, on its own motion or on request from the City Council, study and propose zoning changes and amendments for the City Council's consideration.

B. Two Types of Zoning Amendments

1. Zoning Map Amendment (Rezoning). A Zoning Map Amendment (Rezoning) is a change or modification to the boundaries of any zoning district within the City's Zoning Map.
2. Zoning Text Amendment. A Zoning Text Amendment is the change of the text within Section 2 Zoning Regulations and does not include change or modification to the boundaries of any zoning districts.

C. Planning and Zoning Commission Recommendation Requires Public Hearing

1. The Planning and Zoning Commission shall hold a public hearing on any Application for any amendment or change prior to making its recommendation and report to the City Council.
2. In the case of a Zoning Map Amendment (Rezoning):
 - a. Written notice of all public hearings before the Planning and Zoning Commission on a proposed amendment or change shall be sent to all owners of real property within two hundred (200) feet of the property on which the change is requested.
 - i. Such notice shall be given not less than fifteen (15) days before the date set for hearing by posting such notice, properly addressed and postage paid, to each taxpayer as the ownership appears on the most recently approved municipal tax roll for the area affected.
 - b. The Applicant is strongly encouraged to conduct a neighborhood meeting with the area homeowners within the vicinity of the request prior to appearing before the Planning and Zoning Commission. The Applicant shall provide written notice to the Director of Planning and Development of any scheduled neighborhood meetings at least seven (7) calendar days prior to the P&Z commission meeting.
 - c. Consistency between a Zoning Map Amendment (Rezoning) and the Comprehensive Plan shall be required, see Section 1.03.03. C.
 - d. For selected zoning districts, each rezoning Application shall be accompanied by a Site Plan (see Section 2.10.08. B.1.a.ii Rezoning Applications Requiring Site Plans).

D. Sign Posting for a Zoning Map Amendment (Rezoning) Related to a Particular Property

1. At least fifteen (15) calendar days prior to the public hearing by the Planning and Zoning Commission on a proposed amendment to the zoning text and map related to particular property, the Applicant shall cause a sign, clearly visible to passersby, to be placed and maintained on such property.
2. Posted signs shall be a minimum of four (4) feet wide by four (4) feet long, affixed to a post or posts.
3. Posted signs shall be removed within ten (10) days of City Council action on the related case.
4. The sign shall state that the property is the subject of a Zoning Map Amendment (Rezoning) Application.
5. The sign shall remain continuously posted on the property until the City Council has conducted its public hearing on the matter.
6. A minimum of at one (1) sign shall be posted spaced at a distance of one (1) sign every one-thousand (1000) feet of street frontage at the site

- E. Effect of Posted Sign Maintenance The continued maintenance of the sign shall not be a condition precedent to the holding of a public hearing, the adoption of any proposed zoning change, or any other official action concerning such amendment.
- F. City Council Decision and Public Hearing Required
1. A public hearing shall be held by the City Council before adopting any proposed amendment.
 2. Notice of such hearing shall be given by publication in the official publication of the City stating the time and place of such hearing, which time shall not be before the fifteenth (15th) calendar day from the date of publication of notice of the public hearing.
- G. Three-Fourths City Council Vote Required for Protested Amendments. If any of the following conditions exist, then amendments shall not become effective except by a three-fourths (3/4) vote of the governing body.
1. The Planning and Zoning Commission recommended denial of zoning amendment.
 2. A protest against such proposed amendment has been filed at least three (3) calendar days before the date of the public hearings with the City Secretary by one of the following types of protesters:
 - a. Interior Protesters:
 - i. The property owners, duly signed and acknowledged, of twenty (20) percent or more of the lots or land area included within a proposed amendment boundary.
 - b. Exterior Protesters:
 - i. The property owners, duly signed and acknowledged, of twenty (20) percent or more of the lots or land area within a two hundred (200) foot radius of the exterior boundary of the area included in a proposed amendment.

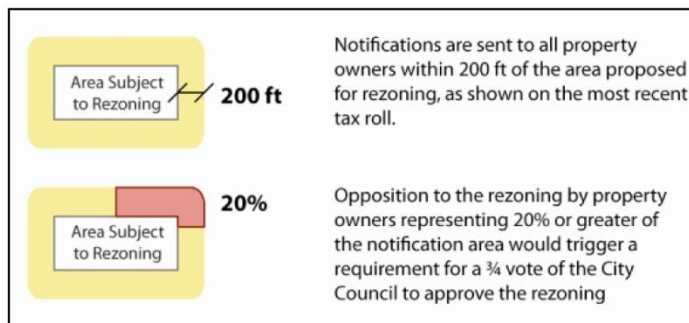


Figure 16: Calculation for Exterior Protestors

2.02. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 2.10 “Zoning Procedures”, Section 2.10.05 “Public Hearings and Notification Requirements for Zoning Related Applications”, of Section 2, “Zoning Regulations” is hereby repealed in its entirety and a new Section 2.10.05, “Public Hearings and Notification Requirements for Zoning Related Applications” of Subsection 2.10 of Section 2 of the UDC is hereby adopted to be and read in its entirety as follows.

2.10.05. - Public Hearings and Notification Requirements for Zoning Related Applications

A. Applications Requiring Public Hearing for Zoning Related Applications

1. Fence Variance, see Section 2.11.03.
2. Initial Zoning of Newly Annexed Land, see Section 2.10.03. C.
3. Zoning Map Amendment (Rezoning), see Section 2.10.04. B.1.
4. Zoning Text Amendment, see Section 2.10.04. B.2.
5. Planned Development (PD) Steps for Creation and Development, see Section 2.10.09. C.
6. Specific Use Permit, see Section 2.10.10.
7. Amortization of Nonconforming Uses, see Section 2.10.11. B.
8. Appeal of a City Administrative or Interpretative Decision, see Section 2.11.01. A.1.
9. Zoning Variance, see Section 2.11.02.
10. Zoning Special Exception, see Section 2.11.03.

B. Review Bodies and the Associated Public Hearings per Zoning Application Type. Public hearings shall be conducted for each review body per plan or Application type according to the following table:

<i>Table 21: Review Bodies and the Associated Public Hearings per Zoning Application Type</i>			
<i>Application Type</i>	<i>City Council</i>	<i>Planning and Zoning Commission</i>	<i>Board of Adjustment</i>
Initial Zoning of Newly Annexed Land	Hearing	Hearing	
Zoning Map Amendment (Rezoning)	Hearing	Hearing	
Zoning Text Amendment	Hearing	Hearing	
Planned Development (PD) Steps for Creation and Development	Hearing	Hearing	
Specific Use Permit	Hearing	Hearing	
Amortization of Nonconforming Uses			Hearing
Appeal of a City Administrative or Interpretative Decision			Hearing
Zoning Variance			Hearing
Zoning Special Exception			Hearing

C. Public Notice Requirements for Public Hearings for Zoning Related Applications

1. Zoning Related Applications Requiring Public Notice.
 - a. Initial Zoning of Newly Annexed Land, see Section 2.10.03. C.
 - b. Zoning Map Amendment (Rezoning), see Section 2.10.04. B.1.
 - c. Zoning Text Amendment, see Section 2.10.04. B.2.
 - d. Planned Development (PD) Steps for Creation and Development, see Section 2.10.09. C.
 - e. Specific Use Permit, see Section 2.10.10.
 - f. Amortization of Nonconforming Uses, see Section 2.10.11. B.
 - g. Appeal of a City Administrative or Interpretative Decision, see Section 2.11.01. A.1.
 - h. Zoning Variance, see Section 2.11.02.
 - i. Zoning Special Exception, see Section 2.11.03.

D. Required Public Notice for Zoning Related Plans and Applications Public notices shall be required according to the following table:

<i>Table 22: Required Public Notice for Zoning Related Plans and Applications</i>			
<i>Application Type</i>	Property Posted (Sign) Notice	Published Notice	Mailed Notice
Initial Zoning of Newly Annexed Land		Required	Required
Zoning Map Amendment (Rezoning)	Required	Required	Required
Zoning Text Amendment		Required	
Planned Development (PD) Steps for Creation and Development	Required	Required	Required
Specific Use Permit	Required	Required	Required
Amortization of Nonconforming Uses	Required	Required	Required
Appeal of a City Administrative or Interpretative Decision		Required	Required
Zoning Variance	Required	Required	Required
Zoning Special Exception	Required	Required	Required

E. Types of Notice

1. Postings of Signs on Property. The Director of Planning shall maintain an inventory of signs to fulfill the notification requirements listed in Table 22: Required Public Notice for Zoning Related Plans.
2. "Published Notice" and "Mailed Notice" of Public Hearing for Zoning Changes Involving Real Property.
 - a. Published Notice.

- i. Notice of the public hearing to occur before the Planning and Zoning Commission and also before the City Council shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15) calendar day prior to the date of the public hearing.
 - ii. One published notice is sufficient if the time and date of both public hearings is given.
 - b. Mailed Notice (also referred to as "Written Notice").
 - i. Written notice of the public hearing before the Planning and Zoning Commission and also before the City Council shall be sent to all owners of property, as indicated by the most recently approved City tax roll, that is located within the area of Application and within two hundred feet (200) of any property affected thereby, said written notice to be sent before the fifteenth (15th) calendar day prior to the date such hearing is held.
 - ii. One written notice is sufficient if the time and date of both public hearings is given.
 - iii. Said written notice shall be served by using the last known address as listed on the most recently approved municipal tax roll and depositing the notice, postage paid, in the regular United States mail.
 - iv. If written notice as required is not sent before the fifteenth (15th) calendar day prior to the date of the hearing, then the hearing must be delayed until this notice requirement is met. Such notice shall include:
 - (a) Legal description of the property and the street address or approximate location within the City;
 - (b) Present zoning classification of the property and the zoning sought by the Applicant. If not a Map Amendment (Rezoning), then the nature or intent of the Application shall be described;
 - (c) The date, time, and place of hearing;
 - (d) The web site that contains the zoning map and information regarding the Rezoning;
 - (e) The phone number where questions may be answered; and
 - (f) Other information as may be determined by City as necessary to provide adequate and timely public notice.
- 3. "Published Notice" of Public Hearing for Zoning Changes Involving Regulation Text.
 - a. For requests involving proposed changes to the text of the zoning regulations, notice of the Planning and Zoning Commission and also the City Council public hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the City before the fifteenth (15th) calendar day prior to the date of the public hearing.
 - b. Changes in the zoning text that do not change zoning district boundaries (i.e., that do not involve specific real property) do not require mailed/written notification to individual property owners.
 - c. The City may, at its option, publish the required zoning change notifications in conformance with Chapter 211 of the Texas Local Government Code for public hearings for the Planning and Zoning Commission and the City Council at the same time; said notifications must be published before the fifteenth (15th) calendar day prior to the Planning and Zoning Commission public hearing and before the fifteenth (15th) calendar day prior to the City Council public hearing.
- 4. "Published Notice" and "Mailed Notice" of an Appeal of a City Administrative or Interpretative Decision to the Board of Adjustment.

- a. For an Appeal of a City Administrative or Interpretative Decision, the Board of Adjustment shall fix a reasonable time for the hearing of an appeal, give the public notice by written notice in the mail addressed to all owners of real property located within two hundred feet (200') of the property on which the appeal is made, and by publication of notice of such hearing in the City's official newspaper.
 - b. Both the written/mailed and published notice shall be given at least fifteen (15th) day prior to the date for the hearing.
 - c. Upon the hearing, any party may appear in person or by attorney or by agent.
5. Additional Rules and Procedures Established.
- a. The City Council may, at its option, establish additional rules and procedures for public notification of proposed zoning changes and development proposals (e.g., required plans, plats, etc.) which may include, but not be limited to, the posting of a sign(s) on any property that is proposed for a zoning change or development by the Applicant or its agent(s).
 - b. Knowledge of and adherence to such rules and procedures, if so established by the City, shall be the responsibility of the Applicant and shall be required as part of a zoning change or development Application.
6. Special Notice. Pursuant to Texas Local Government Code Section 211.007(d), the City Council may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of a public hearing held jointly by the City Council and the Planning and Zoning Commission.

**SECTION 4.
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 6.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 7.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS _____th DAY OF _____, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney



PUBLIC HEARING NOTICE

**SPECIFIC USE
PERMIT**

**FOR INFORMATION
940-498-3262**



PUBLIC HEARING NOTICE

**ZONING
VARIANCE**

**FOR INFORMATION
940-498-3262**



**PUBLIC
HEARING
NOTICE**

**ZONING MAP
AMENDMENT
(REZONING)**

FOR INFORMATION

940-498-3262

4 ft



PROPOSED ZONING CHANGE

PUBLIC HEARING NOTICE

**For More Information Contact the Corinth
Planning and Development Services
Department**

940-498-3262

4 ft