



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH  
Thursday, December 7, 2017, 5:30 P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

---

**CALL TO ORDER:**

**WORKSHOP BUSINESS AGENDA**

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Discuss ISD Joint Meeting.
3. Corinth Classical Academy traffic update.
4. Hold a discussion on the adopted City of Corinth Thoroughfare Plan from the Comprehensive Plan.

**ADJOURN WORKSHOP SESSION**

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

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

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

**PRESENTATION:**

Lance Hendrik, Chairman, Keep Corinth Beautiful Committee will provide an update on Keep Corinth Beautiful.

**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 September 21, 2017 Workshop Session.

2. Consider and act on minutes from the September 21, 2017 Regular Session.
3. Consider and act on minutes from the September 28, 2017 Special Session.
4. Consider and act on minutes from the October 19, 2017 Workshop Session.
5. Consider and act on the minutes from October 19, 2017 Regular Session.
6. Consider and act on 2017-18 Interlocal Cooperative Agreement with Denton County for Fire Protection in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area.
7. Consider and act on 2017-18 Interlocal Cooperative Agreement with Denton County for EMS services in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area.
8. Consider and act on an Interlocal Agreement for service between the City of Corinth and SPAN, Inc.
9. Consider and act on approval for communication system and radio tower for new Public Safety Complex and Fire House.
10. Consider and act on approval of calendar year 2018 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer.
11. Consider and act on approval of calendar year 2018 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball, adult softball and youth baseball.
12. Consider and act on approval for the purchase of a new sanitary and storm sewer video camera system.

#### **CITIZENS COMMENTS**

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

#### **PUBLIC HEARING**

13. **PUBLIC HEARING:** TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM S. RAY HUFFINES APPLICANT REPRESENTING THE PROPERTY OWNER HUFFINES CHILDREN'S TRUST FOR A ZONING CHANGE AMENDING PLANNED DEVELOPMENT ORDINANCE NO. 16-05-05-15 ON 13.773 ACRES OF LAND SITUATED IN THE E. A. GARRISON SURVEY, COUNTY ABSTRACT 511 BEING TRACTS 36, 35, 34, 33, AND 24 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. This property fronts IH 35E south of Lake Sharon Drive and also fronts Tower Ridge Drive.

**BUSINESS:** Consider and act on an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended and amending Planned Development Ordinance No. 16-05-05-15 on 13.773 acres of land situated in the E. A. Garrison Survey, County Abstract 511 being Tracts 36, 35, 34, 33, and 24 in the City of Corinth, Denton County, Texas.

## BUSINESS AGENDA

14. Consider and act on a Resolution casting votes for membership to the Board of Directors of the Denton Central Appraisal District.

## COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

## CLOSED SESSION

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

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

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

### a. Lake Sharon Project - Right-of-Way Acquisition

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

**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 1st day of December, 2017 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

**WORKSHOP BUSINESS ITEM 4.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Thoroughfare Plan Discussion

**Submitted For:** Fred Gibbs, Director      **Submitted By:** Fred Gibbs, Director

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

---

**AGENDA ITEM**

Hold a discussion on the adopted City of Corinth Thoroughfare Plan from the Comprehensive Plan.

**AGENDA ITEM SUMMARY/BACKGROUND**

Staff will conduct a discussion and provide an overview regarding the adopted Thoroughfare Plan from the Comprehensive Plan. This will serve as the basis for a discussion with the county about participation in the county transportation bond program.

**RECOMMENDATION**

None

---












**Attachments**

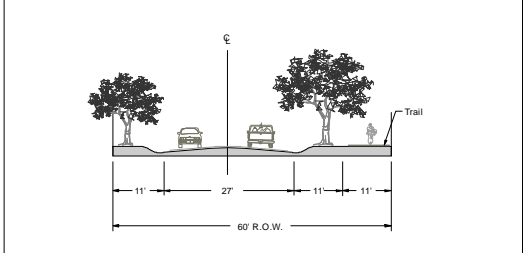
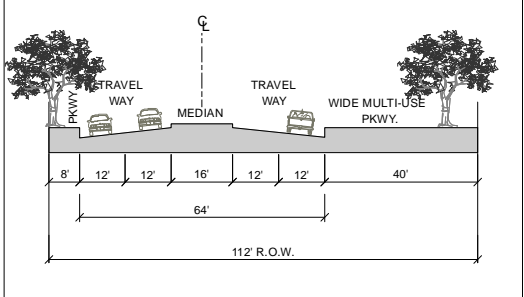
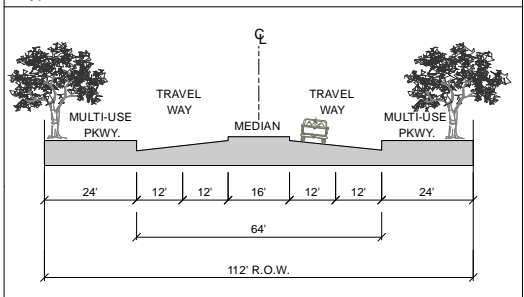
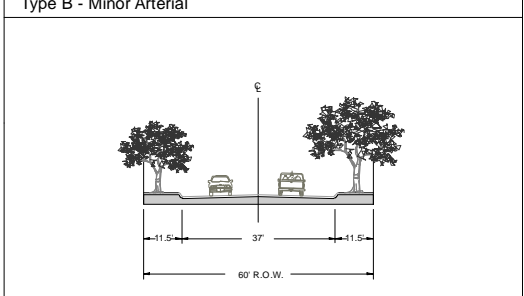
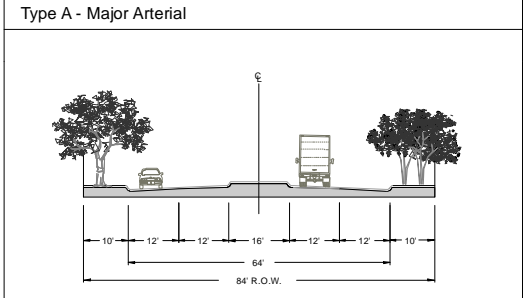
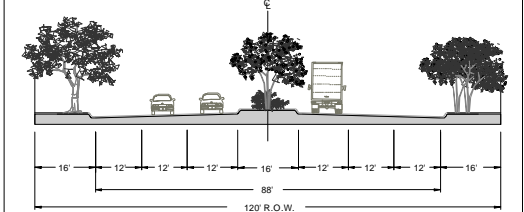
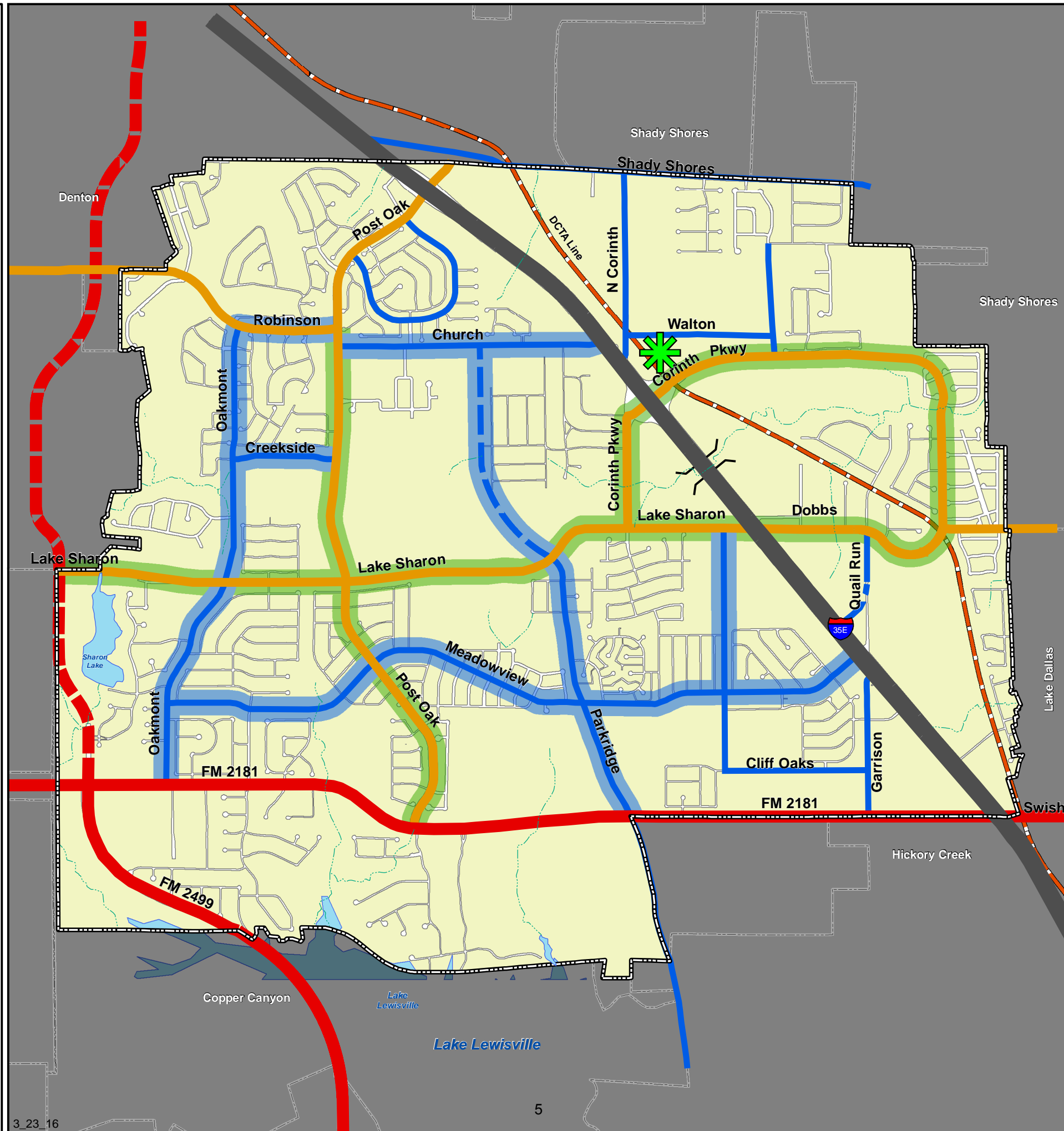
Thoroughfare Plan

Thoroughfare Plan Future Improvements

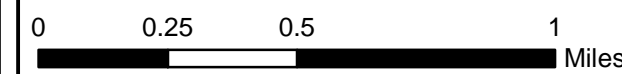
---

# Thoroughfare Plan

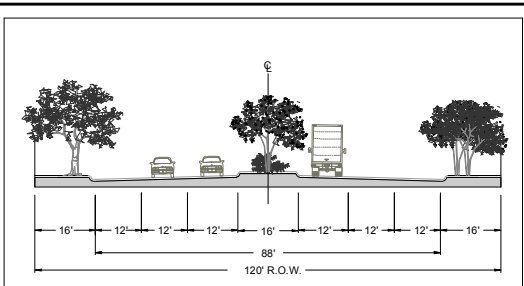
-  Multi-Modal Transit Center
-  Freeway / Expressway
-  Major Arterial
-  Major Arterial (Proposed)
-  Minor Arterial
-  Collector
-  Collector (Proposed)
-  Future DCTA Rail Line
-  Under Pass
-  Greenway Corridor
-  Bicycle Corridor



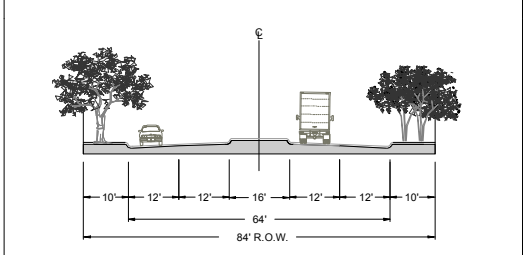
## Plate 3-1



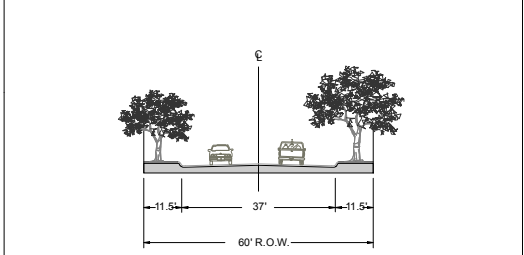
# Thoroughfare Plan



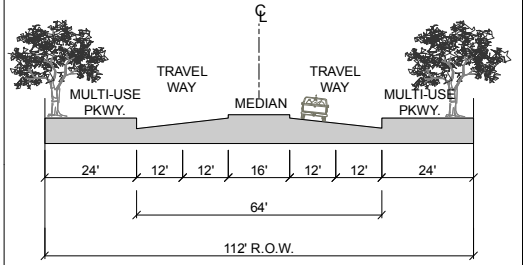
Type A - Major Arterial



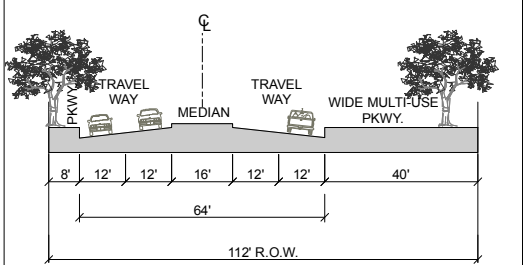
Type B - Minor Arterial



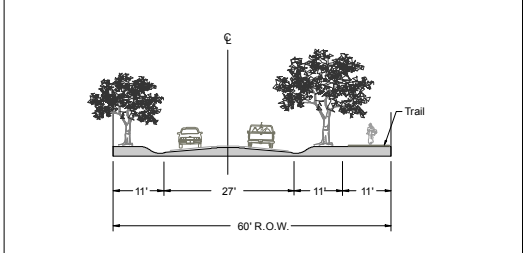
Type C - Collector



Greenway Arterial with Wide Parkways (4 Lane)



Greenway Arterial with Off-Center Roadway (4 Lane)

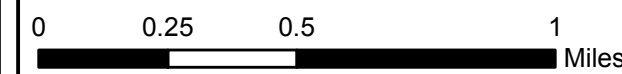


Rural Collector



- Freeway / Expressway
- Major Arterial
- Major Arterial (Proposed)
- Minor Arterial
- Collector
- Collector (Proposed)
- Future DCTA Rail Line
- Under Pass
- Greenway Corridor
- Bicycle Corridor

## Plate 3-1



**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** September 21, 2017 Workshop Session

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

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

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

---

**AGENDA ITEM**

Consider and act on minutes from the September 21, 2017 Workshop Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the September 21, 2017 Workshop Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the September 21, 2017 Workshop Session minutes.

---

**Attachments**

Minutes

---

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

On this the 21<sup>st</sup> day of September 2017 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Fred Gibbs, Planning and Development Director  
Cody Collier, Public Works Director  
Lee Ann Bunselmeyer, Finance Director  
Chris Rodriquez, Finance Manager  
Angie Watson, Utility Billing Supervisor  
Guadalupe Ruiz, Human Resource Director  
Jason Alexander, Economic Development Corporation Director  
Greg Wilkerson, Asst. Chief of Police  
Randy Robinson, Sergeant of Police  
Curtis Birt, Fire Chief  
Kim Pence, City Secretary  
Brenton Copeland, Assistant Manager, Technology Services  
Mike Brownlee, City Engineer  
Lori Levy, Senior Planner  
Mack Reinwand, City Attorney

**Others Present:**

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management

**CALL TO ORDER:**

Mayor Heidemann called the Workshop meeting to order at 5:30 p.m.

**WORKSHOP BUSINESS AGENDA ITEMS:**

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



Consent Agenda item discussion on Regular Session agenda:

- 7. Consider and act on Amendment No. 6 to the Lake Sharon Roadway design contract to add Construction Phase Services in the amount of \$27,550.00.**

**Councilmember Johnson** - what is it that we are adding?

**Bob Hart, City Manager** - it is for the engineer to help us with inspection services and then do the calculations, the back-up, additional drawings and so forth.

- 8. Consider and act on an ordinance amending the Subdivision Regulations being a part of the Unified Development Code (UDC) Ordinance No. 13-05-02-08, as amended, Section 3.04.05 E Security for Completion of Improvements.**

**Councilmember Glockel** - if you look in the Ordinance under the WHEREAS the 4<sup>th</sup> WHEREAS, it says "the City Council to amend the Unified Development Code by adding the State of Texas from which a letter of credit may be drawn".

**Mack Reinwand, City Attorney** - if we are going to get a letter of credit, they are going to issue it in Texas, we need to keep it that they are going to be licensed in the State. It is still a national bank as long as they are licensed here. We will clarify in the WHEARS of the Ordinance where it says State of Texas, adding a bank licensed to do business in the State of Texas from which a Letter of Credit may be drawn.

**Business item discussion:**

- 10. Consider and act on an Ordinance adopting the 2017-2018 Annual Budget and appropriating resources for the budget year beginning October 1, 2017.**

**Bob Hart, City Manager** - I have handed out a summary sheet. I reduced the Safer Grant from 9 to 3 for the purposes of the budget going forward. Whatever we do with the Safer Grant, we would come back to the Council in January to move forward on that.

If you do the Effective Tax Rate item 13 will not need to be voted on because it is not an increase. We are prepared to go either way.

**Councilmember Garber** - are there any other differences between these two proposals other than the 6 firefighters? Does the effective tax rate include any other cuts?

**Bob Hart, City Manager** - both of these are identical. We removed 6 of the firefighters which includes both the expenses for the 6 firefighters and the presumed Safer Grant revenues. The \$588.00 for the Board compensation has also been removed. Everything else is the same on what was proposed.

- 11. Consider and act on an Ordinance levying and adopting the tax rate for the 2017-2018 Fiscal Year.**

**Councilmember Harrison** - I can support the effective tax rate. I cannot support the \$0.55000 tax rate. I cannot agree to the budget until I know what the tax rate is. There are things in the budget that I have a problem with other than the Safer Grant. I asked to do the tax rate before we get to the budget but we cannot do that.

**Mack Reinwand, City Attorney** - that is part of the workshop that we are having to discuss all of this. There is no reason why you cannot discuss tax rate and budget during this meeting right. The law requires is you have to have a budget in place before you act on the tax rate. As far as discussing it and getting comfortable with the two, you can discuss right now in this workshop.

**Councilmember Glockel** - I support the effective tax rate.

**Councilmember Garber** - I support the effective tax rate. Economic Development is coming and we had to fix some issues with the water rates. We have both proposals in front us and we will be able to do everything we have talked about with either one of these tax rates.

**Councilmember Burke** - we have looked at several different models based on how we might staff the fire station. We know that is a big contingency that is coming. A big part of the push back on the water rate increase is that it came all at once and that was in part due to a rosy forecasts or forecasts that turned out to be rosy and part on this zero budgeting, there is no margin for error. In my opinion this effective tax rate is a budget with no margin for error.

**Councilmember Johnson** - I believe in order to continue the commitment that we made, we need to be very careful about how we manage the tax rate. As I look at it our original budget provides us with some savings to get out of this debt hole a lot quicker and for the 2019/2020 budget to start to show some revenue and you will also start seeing some more revenue at that point coming on from the Economic Development. I would rather be in the situation where we do in my mind that is right and go with the \$0.55000 and go with the understanding that yes, there is going to be some heat.

**Councilmember Garber** - I will agree if we need an extra dollar in the budget as long as somehow it is represented in the budget. I am amiable to voting towards something if it is specific.

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

**Bob Hart, City Manager** - one of the questions Council had was could we separate public safety vehicles and the answer to that is no. It is all or nothing.

**Councilmember Johnson** - why is that?

**Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management** - we have just within the last 6 months moved in to leasing emergency response vehicles and it is due to the exposure that we have as a company would be emergency response, so one of the things that was a requirement, that it was a balanced approach and a City wide approach in order for us to move to that segment.

**Councilmember Johnson** - but if we took a step back and looked at other organizations that lease vehicles, are there other organizations do we know if there are other companies that lease specifically for emergency response police and fire type vehicles?

**Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management** - I am not aware of any companies that lease exclusively emergency response vehicles only.

**Mayor Heidemann** - where do we lease our fire trucks from?

**Lee Ann Bunselmeyer, Finance Director - Government Capital.**

**Mayor Heidemann -** is that a leasing organization?

**Bob Hart, City Manager -** what Government Capital does is they loan money to the City in essence in what they use as security for that loan are the vehicles.

**Councilmember Garber -** does Enterprise have to be voted on tonight as part of our budget?

**Bob Hart, City Manager -** we have a window in ordering the vehicles and I am not sure exactly when those windows close on us.

**Councilmember Garber -** can we have a workshop session as soon as possible to discuss the Enterprise?

**Bob Hart, City Manager -** October 19<sup>th</sup> is the next Regular meeting. We could come back on the 28<sup>th</sup> when you are looking at the Board appointments and do it then. That would be a week from today.

**Councilmember Garber -** I have major concerns and I don't understand the process. I see that costing us a lot of money that we are not currently funding. I would even consider keeping the 0.55000 tax rate if the cash was going to buy the vehicles that we need. I feel this is such a long term commitment and will be very difficult for me to vote on.

**Councilmember Johnson -** the one thing I want to prevent us from doing is going out on a CO to buy vehicles that we only keep for 3 years but yet pay for, for 15 years or end up refinancing in to something else and I want to avoid that.

**Greg Wilkerson, Assistant Chief of Police -** there is a considerable amount of time it takes, as soon as we get the authorization from Council that next day we are getting those vehicles on order and it may be May or June before we get those vehicles on line.

**Councilmember Glockel -** nothing takes us past the point that we lease our last vehicle. I would like to see some numbers on 10 years out. What are we looking at in 10 years?

**Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management -** essentially it is sustainable after 5 years. I don't think it will take you 5 years to get to the point where you don't want to work with us anymore. If resale is not where we said it was going to be most likely you will decide not to be a partner with us. I understand what you are saying about the 10 years but essentially you are taking the equity from the first five years and rolling it into the next five.

We will be watching the market values on the vehicles and providing you recommendations and showing what your equity position is year over year.

**Councilmember Glockel -** I want to know what our cost will be after 5 years. Every chart only goes to 5 years.

**Councilmember Garber -** if we could also do our own projections over what we have been spending versus if we decided to commit \$450,000 a year towards buying vehicles and doing it ourselves what would that look like? How many less vehicles are we able to replace doing that?

**Bob Hart, City Manager -** we will bring this back to you a week from tonight.

Mayor Heidemann will pull item #14 from the Regular Session agenda.

**15. Consider and act on an ordinance approving the Water and Wastewater Rates in the master fee schedule for the Fiscal Year 2017-18 as presented by Nelisa Heddin Consulting, LLC.**

**Bob Hart, City Manager** - The last time we only showed the 10,000 gallons for seniors. When we did the meeting the last time we did not have the analysis for the 5,000 gallons for seniors and that is what you see here.

The 0-3,000 gallons is \$2.15 and 3,000-5,000 gallons is \$2.65 so it is slightly less than the current rate of \$2.77 and that is how we are offsetting some of that base cost increase.

**Councilmember Harrison** - are we going to change the base rate for next year or just pass thru the cost of water?

**Bob Hart, City Manager** - the way you have been talking is that we would pass through the rate from Upper Trinity. The issue that you will be facing and it may not be next year but certainly the year after is when we go in and build another water tower and do the elevated storage and the lines associated with that. The City component in of those rates are not built in this rate structure so you will have to raise rates to cover that.

**Councilmember Burke** - could we use general funds to help offset the cost of the water tower?

**Bob Hart, City Manager** - yes, you can legally do that.

**There was no Closed Session.**

#### **CLOSED SESSION**

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

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

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

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

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

governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

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

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

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 6:57 p.m.**

**AYES:** All

Meeting adjourned.

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

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** September 21, 2017 Regular Session

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

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

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

---

**AGENDA ITEM**

Consider and act on minutes from the September 21, 2017 Regular Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the September 21, 2017 Regular Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the September 21, 2017 Regular Session minutes.

---

**Attachments**

Minutes

---

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

On this the 21<sup>st</sup> day of September 2017 the City Council of the City of Corinth, Texas met in a Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Fred Gibbs, Planning and Development Director  
Cody Collier, Public Works Director  
Lee Ann Bunselmeyer, Finance Director  
Chris Rodriquez, Finance Manager  
Angie Watson, Utility Billing Supervisor  
Guadalupe Ruiz, Human Resource Director  
Jason Alexander, Economic Development Corporation Director  
Greg Wilkerson, Asst. Chief of Police  
Randy Robinson, Sergeant of Police  
Curtis Birt, Fire Chief  
Kim Pence, City Secretary  
Brenton Copeland, Assistant Manager, Technology Services  
Mike Brownlee, City Engineer  
Lori Levy, Senior Planner  
Mack Reinwand, City Attorney

**Others Present:**

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management

**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 7:00 p.m., Councilmember Garber delivered the invocation and Mr. Hart led in the Pledge of Allegiance and Texas Pledge.

**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 July 20, 2017 Workshop Session.
2. Consider and act on minutes from the July 20, 2017 Regular Session.
3. Consider and act on minutes from the August 3, 2017 Workshop Session.
4. Consider and act on minutes from the August 10, 2017 Workshop Session.
5. Consider and act on minutes from the August 10, 2017 Special Session.
6. Consider and act on minutes from the August 17, 2017 Workshop Session.
7. Consider and act on Amendment No. 6 to the Lake Sharon Roadway design contract to add Construction Phase Services in the amount of \$27,550.00.

Councilmember Harrison - pulled item #7 for discussion.

**MOTION** made by Councilmember Harrison to add in the amount "not to exceed" \$27,550.00. Seconded by Councilmember Glockel.

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

**MOTION CARRIED**

8. Consider and act on an ordinance amending the Subdivision Regulations being a part of the Unified Development Code (UDC) Ordinance No. 13-05-02-08, as amended, Section 3.04.05 E Security for Completion of Improvements.

**MOTION** made by Councilmember Garber to approve items #1, #2, #3, #4, #5, #6, and #8 of the Consent Agenda. Seconded by Councilmember Burke.

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

**MOTION CARRIED**



**CITIZENS COMMENTS**

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

No one spoke

**PUBLIC HEARING**

- 9. To hear public opinion regarding amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code (UDC) Ordinance No. 13-05-02-08, as amended, Section 2.10.08 Site Plans.**

**Fred Gibbs, Planning and Development Director** - this is the Public Hearing for the site plan process. There is a Public Hearing tonight because it is in the zoning Ordinance and it is part of the process in order to amend the Unified Development Code (UDC) and to become effective.

This will allow staff to have the ability to approve site plans if they meet the ordinance as written in the Unified Development Code (UDC). If there is a change or some type of alternative compliance those will still come before the Planning and Zoning Commission and the City Council for consideration.

**Mayor Heidemann opened the Public Hearing at 7:06 p.m. There was no public comment.**

**Mayor Heidemann closed the Public Hearing at 7:07 p.m.**

**BUSINESS:**

**Consider and act on an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code (UDC) Ordinance No. 13-05-02-08, as amended, Section 2.10.08 Site Plans.**

**MOTION** made by Councilmember Harrison to approve the Ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code (UDC) Ordinance No. 13-05-02-08, as amended, Section 2.10.08 Site Plans. Seconded by Councilmember Johnson.

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

**MOTION CARRIED**

**BUSINESS AGENDA**

- 10. Consider and act on an Ordinance adopting the 2017-2018 Annual Budget and appropriating resources for the budget year beginning October 1, 2017.**

**Bob Hart, City Manager** - the recommended budget that we are bringing you tonight is a total of

\$17,973,317 that is inclusive of all of the items that Council reviewed during the workshops on which the public hearing was based with the following changes:

Elimination of 6 firefighter positions - \$166,080

Elimination of hiring cost for 6 firefighter positions - \$61,687

Elimination of Council/Board Compensation - \$588

Elimination of DPS Lab Testing Fees - \$20,800

Elimination of SAFER Grant revenue for 6 firefighter positions - \$107,122

**MOTION** made by Councilmember Garber to approve an Ordinance adopting the 2017-2018 Annual Budget and appropriating resources for the fiscal year beginning October 1, 2017 and ending September 30, 2018. Seconded by Councilmember Johnson.

**AYES:** Burke, Garber, Johnson, Glockel

**NOES:** Harrison

**ABSENT:** None

### **MOTION CARRIED**

#### **11. Consider and act on an Ordinance levying and adopting the tax rate for the 2017-2018 Fiscal Year.**

**Bob Hart, City Manager** - the recommended tax rate is \$0.55000 per \$100 valuation. One of the elements that was also discussed was on the effective tax rate which is \$0.53686 and it is at Council's discretion to set that rate to fund the budget.

**MOTION** made by Councilmember Garber to amend the Ordinance to adopt the effective tax rate of \$0.53686 per 100 assessed valuation which will provide about the same amount of revenue as the prior year. Seconded by Councilmember Glockel.

**Councilmember Burke** - the proposed budget and budgets for the coming years 2018, 2019, 2020, and 2021 all contain assumption as all budgets do. There are some assumptions made in these budgets which exclude costs significant capital costs and operating costs then in all probability the City will be required to incur. The first of those is an additional water tower, our current information is that the cost of that water tower will be in the area of \$4 million dollars. Tonight we are going to vote on an increase to our water rate that does not fund that capital expenditure. Even if we enacted the proposed tax rate of \$0.55000 our general fund balance would not be sufficient to fund that single known upcoming liability.

Additionally, we have approved and in the process of constructing and improving a public safety facility which at this time is unstaffed and the staffing requirements for which have not been determined. We are in the process of studying that. We know that if it is staffed at any level it will create an obligation and operating expense that I don't believe is accurately reflected in what we have been shown and what you might be looking at with regard to its effect on net income and fund balance. The net effect of all that is, is we have a budget that looks like it will balance and be responsible in the coming years based on an effective rate but it is not.

One of the things that this Council in the past has done very well is maintain the credit rating of this City and put this City in a position when there are downturns and opportunities to buy and spend when you can maximize your dollar, they have been in the position to do that. Probably the best example of that

are the roads and infrastructure including Corinth Parkway, Lake Sharon, and the west side of Corinth. That opportunity to borrow money and to borrow it at a cost effective rate depends on financial responsibility and it depends on acknowledging the likely expenses that the City is going to incur in the future and not passing a budget that ignores those responsibilities and those known expenditures. I think that is what passing a budget on the effective tax rate would do. Some of the folks that sit on this Council today are responsible for the position the City was in to take advantage of those downturns and I hope that they will continue the pattern that they have shown a financial responsibility and vote against the effective rate and acknowledge the situation that we are really in and the inconsistency of that with numbers in the modified budget.

**Councilmember Garber** - Councilmember Burke is not wrong. There are things that are facing this City in the future that will require money to remedy but more importantly it is going to require debate and debate between the citizens and this Council and I think one of the things that was a little lacking this year was the debate. There is a lot of time and energy that is put into this budget and a lot of forethought in all of us. Every single one of us on this Council is making a vote that is what they is the best for this City, not this year, not next year, five years from now.

Where I sit with this effective tax rate is 2 or 3 weeks into this I do not have a line item that I can plug those extra dollars in to. It might be helpful to have that in our fund balance and I don't disagree with having that in our fund balance but in my opinion that is not what we are voting on tonight. It was voting on the budget as presented with the amount of debate that we had to put in to the budget and that is what we are voting on tonight.

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

**MOTION CARRIED**

**12. Consider and act on an Ordinance approving the 2017 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2017 and ending September 30, 2018.**

**Bob Hart, City Manager** - this item is required to be on the agenda for Council action based on State law and it is simply a statement of the assumption on the collection rate. Corinth has an excellent collection rate that occurs here and it is being recommended at 100%.

**MOTION** made by Councilmember Johnson to amend the Ordinance to change the 2017 proposed tax roll of \$10,739,601 to \$10,483,022 and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017 and ending September 30, 2018. Seconded by Councilmember Glockel.

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

**MOTION CARRIED**

**13. Consider vote to ratify the property tax increase reflected in the city's annual budget for FY 2017-2018.**

City Council adopted the effective tax rate. Motion on item #13 is not required.

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

Item # 14 has been pulled.

**15. Consider and act on an ordinance approving the Water and Wastewater Rates in the master fee schedule for the Fiscal Year 2017-18 as presented by Nelisa Heddin Consulting, LLC.**

**Bob Hart, City Manager** - Corinth is 1 of 26 Cities that are members of the Upper Trinity Regional Water District. Corinth has a subscription rate of 7.5 million gallons of water a day that we can take, we are contractually obligated up to that point. If we exceed that the cost would go up.

In the winter we generally use about 3 million gallons of water. In the summer during the peak periods Aug/Sept we generally peak out at about 7.2 to 7.5 million gallons of water and so we are using that very peak level for just a few weeks out of the year but we are having to pay to reserve that water to have it available for us for the balance of the year.

Cities that have supplemental water supply such as wells or another alternative water supply source, they are able to reduce the cost of their overall water because of the secondary water supply. Corinth does not have that and we rely on the Upper Trinity 100% for our water supply.

| Entity Name                                                       |                                      | Residential  | Commercial | Total        | Subscription Mod | Subscription per Acct Total |
|-------------------------------------------------------------------|--------------------------------------|--------------|------------|--------------|------------------|-----------------------------|
| <b>Entities that are served by UTRWD only</b>                     |                                      |              |            |              |                  |                             |
| Denton Co. Fresh Water Supply District 6-7 (Lantana)              |                                      | 3,300        | 30         | 3,330        | 3.20             | 961                         |
| <b>Corinth - Current</b>                                          |                                      | <b>6,800</b> | <b>334</b> | <b>7,134</b> | <b>7.50</b>      | <b>1,051</b>                |
| Mustang SUD (Providence/Savannah)                                 |                                      | 6,400        | -          | 6,400        | 2.90             | 453                         |
| LCMUA (Shady Shores/Lake Dallas/Hickory Creek)                    | wells as secondary for peak demand   | 4,526        | 399        | 4,925        | 3.80             | 772                         |
| <b>Entities with multiple water providers</b>                     |                                      |              |            |              |                  |                             |
| Denton Co. Fresh Water Supply District 1A (Castle Hill)           | City of Lewisville                   | 3,791        | 91         | 3,882        | 3.00             | 773                         |
| Cross Timbers Water Supply (Bartonville/Copper Canyon/Double Oak) | wells                                | 2,300        | 15         | 2,315        | 2.50             | 1,080                       |
| Prosper                                                           | wells                                | 7,300        | 175        | 7,475        | 1.00             | 134                         |
| Flower Mound                                                      | Own/Lake Lewisville/Lake Grapevine   | 20,018       | 108        | 20,126       | 30.00            | 1,491                       |
| Krum                                                              | wells                                | 1,716        | 97         | 1,813        | 0.40             | 221                         |
| Celina                                                            | wells                                | 4,576        | 196        | 4,772        | 2.50             | 524                         |
| Argyle Water Supply (Argyle/Bartonville)                          | wells                                | 2,300        | 45         | 2,345        | 2.00             | 853                         |
| Sanger                                                            | wells                                | 2,522        | 304        | 2,826        | 0.50             | 177                         |
| Aubrey                                                            | wells                                | 1,059        | 122        | 1,181        | 0.10             | 85                          |
| Justin                                                            | wells                                | 1,300        | 100        | 1,400        | 0.85             | 607                         |
| Highland Village                                                  | wells                                | 5,200        | 300        | 5,500        | 3.00             | 545                         |
| <b>UTRWD Board member - No Water Subscription</b>                 |                                      |              |            |              |                  |                             |
| Lewisville                                                        | Own/Lake Lewisville                  | 16,875       | 5,625      | 22,500       | None             | None                        |
| Pilot Point                                                       | wells                                | 1,500        | 200        | 1,700        | None             | None                        |
| Denton                                                            | Own/lake Lewisville/Ray Roberts      | 29,411       | 4,784      | 34,195       | None             | None                        |
| Ponder                                                            | wells                                | 945          | 55         | 1,000        | None             | None                        |
| Little Elm                                                        | North Texas Municipal Water District | 10,313       | 188        | 10,501       | None             | None                        |

**UTRWD Member Comparison**

| Entity Name                                                          | Base Rate    | Volumetric<br>10,000 | Total Water  | Total WW 5,000 | Total Bill    |
|----------------------------------------------------------------------|--------------|----------------------|--------------|----------------|---------------|
| <b>Entities that are served by UTRWD only</b>                        |              |                      |              |                |               |
| Denton Co. Fresh Water Supply District 6-7 (Lantana)                 | 27.00        | 29.70                | 56.70        | 40.00          | 96.70         |
| <b>Corinth - Current</b>                                             | <b>23.27</b> | <b>27.70</b>         | <b>50.97</b> | <b>49.39</b>   | <b>100.36</b> |
| Mustang SUD (Providence/Savannah)                                    | 26.75        | 34.40                | 61.15        | 49.15          | 110.30        |
| <b>Corinth - Proposed</b>                                            | <b>44.62</b> | <b>27.50</b>         | <b>72.12</b> | <b>39.74</b>   | <b>111.86</b> |
| LCMUA (Shady Shores/Lake Dallas/Hickory Creek)                       | 30.00        | 53.00                | 83.00        | 52.40          | 135.40        |
| <b>Entities with multiple water providers</b>                        |              |                      |              |                |               |
| Denton Co. Fresh Water Supply District 1A (Castle Hill)              | 34.75        | 29.92                | 64.67        | None           | 64.67         |
| Cross Timbers Water Supply<br>(Bartonville/Copper Canyon/Double Oak) | 38.25        | 32.50                | 70.75        | None           | 70.75         |
| Prosper                                                              | 11.12        | 37.40                | 48.52        | 40.23          | 88.75         |
| Flower Mound                                                         | 32.82        | 30.00                | 62.82        | 31.29          | 94.11         |
| Krum                                                                 | 16.20        | 31.52                | 47.72        | 46.77          | 94.49         |
| Celina                                                               | 22.25        | 39.68                | 61.93        | 37.79          | 99.72         |
| Argyle Water Supply (Argyle/Bartonville)                             | 27.04        | 30.97                | 58.01        | 43.64          | 101.65        |
| Sanger                                                               | 21.74        | 40.55                | 62.29        | 43.10          | 105.39        |
| Aubrey                                                               | 29.09        | 46.13                | 75.22        | 35.70          | 110.92        |
| Justin                                                               | 27.50        | 54.00                | 81.50        | 33.00          | 114.50        |
| Highland Village                                                     | 31.00        | 28.00                | 59.00        | 60.60          | 119.60        |
| <b>UTRWD Board member - No Water Subscription</b>                    |              |                      |              |                |               |
| Lewisville                                                           | 14.78        | 24.40                | 39.18        | 19.75          | 58.93         |
| Pilot Point                                                          | 22.08        | 27.61                | 49.69        | 31.64          | 81.33         |
| Denton                                                               | 16.00        | 41.50                | 57.50        | 31.50          | 89.00         |
| Ponder                                                               | 25.85        | 33.95                | 59.80        | 38.11          | 97.91         |
| Little Elm                                                           | 22.70        | 48.16                | 70.86        | 42.29          | 113.15        |

## UTRWD Member Comparison

|                                         |                      |
|-----------------------------------------|----------------------|
| Total Customer Count                    | 7,134                |
| <b>FIXED CHARGES</b>                    |                      |
| Subscription payment for 7.5 mgd        | \$ 3,211,500         |
| Joint facilities charge                 | 669,885              |
| Individual Facilities (Pipeline)        | 50,220               |
| Individual Facilities (Booster Station) | 32,120               |
| Administration Fee                      | 5,855                |
| Minimum Daily Volume 1.35 mgd           | 546,953              |
| Total Water Fixed Charges               | \$ 4,516,533         |
| <b>Fixed fee per Customer/per month</b> | <b>\$ 52.76</b>      |
| WWTP O&M Charge                         | 630,660              |
| <b>Fixed fee per Customer/per month</b> | <b>\$ 7.37</b>       |
| <b>VOLUMETRIC CHARGES</b>               |                      |
| Water volume charge                     | \$1.11 /1,000 gallon |
| Wastewater treatment volume charge      | \$1.25 /1,000 gallon |
| Pipeline usage volume charge            | \$0.055/1,000 gallon |

## UTRWD Charges Analysis

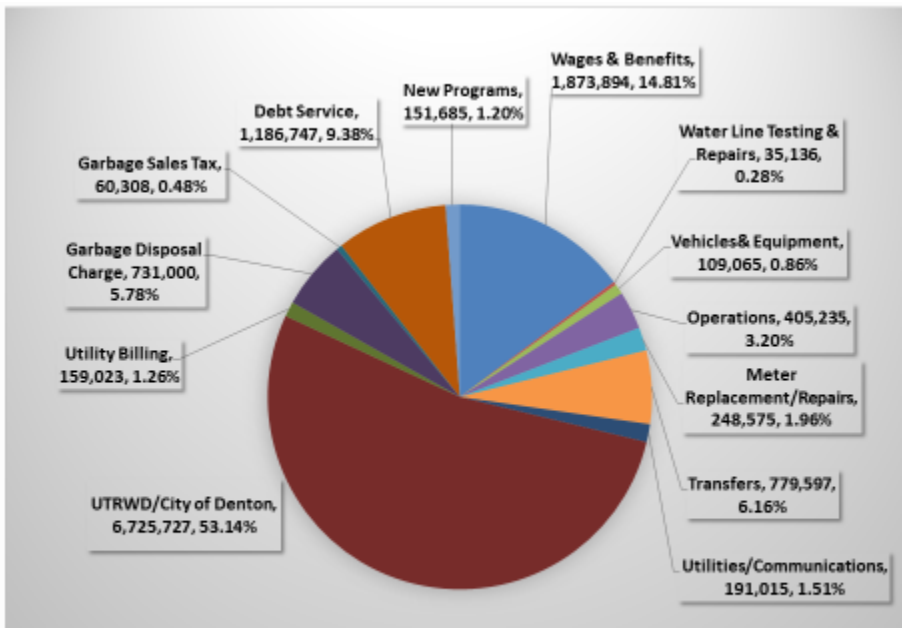
The City pays \$3,211,500 a year to have the water available anytime that we need it during the year. The joint facility charge and individual facilities is the cost that we pay the Upper Trinity for allocated share of the water treatment plant, to purify the water and the pipelines to bring the water to Corinth. The minimum daily volume charge is a charge that the City pays whether we use any water or not.

When we exceed the 1.35 mgd then we pay a water volume charge of \$1.11 per 1,000 gallons. So anything that we use over the 1.35 mgd all the way up to the 7.5 mgd which is what we are subscribed to get then we pay the \$1.11 per 1,000 for that water supply.

The last two items the City pays for is our allocated share of the wastewater treatment plant to the Upper Trinity and we pay for a pipeline to take the wastewater to the plant. The most important point is \$4.5 million dollars is what we will pay whether we use a drop of water or not.

|                            | 2016-17<br>Projected<br>Actuals | 2017-18<br>Proposed | 2018-19<br>Projected | 2019-20<br>Projected | 2020-21<br>Projected |
|----------------------------|---------------------------------|---------------------|----------------------|----------------------|----------------------|
| Water Charges              | 5,839,810                       | 7,758,303           | 7,758,303            | 7,758,303            | 7,758,303            |
| Wastewater Charges         | 4,306,237                       | 3,288,209           | 3,288,209            | 3,288,209            | 3,288,209            |
| Garbage                    | 786,740                         | 796,000             | 796,160              | 796,322              | 796,485              |
| Charges & Fees             | 420,600                         | 333,000             | 336,330              | 339,693              | 343,090              |
| Interest Income            | 9,500                           | 7,500               | 7,575                | 7,651                | 7,727                |
| Miscellaneous Income       | 70,869                          | 72,300              | 73,023               | 73,754               | 74,491               |
| Transfers                  | 240,924                         | 335,385             | 342,092              | 348,933              | 355,911              |
| <b>Total Resources</b>     | <b>11,674,680</b>               | <b>12,590,697</b>   | <b>12,601,692</b>    | <b>12,612,865</b>    | <b>12,624,216</b>    |
| Wages & Benefits           | 1,640,373                       | 1,873,894           | 1,917,205            | 1,960,056            | 2,002,908            |
| Maintenance & Operations   | 9,145,820                       | 9,494,681           | 9,889,401            | 10,241,727           | 10,633,119           |
| Debt Payment               | 1,034,880                       | 1,186,747           | 1,097,751            | 875,793              | 740,499              |
| One-Time Expenditures      | 166,049                         | 101,685             | -                    | -                    | -                    |
| <b>Total Expenditures</b>  | <b>11,987,122</b>               | <b>12,657,007</b>   | <b>12,904,357</b>    | <b>13,077,576</b>    | <b>13,376,526</b>    |
| <b>Net Income</b>          | <b>(312,442)</b>                | <b>(66,310)</b>     | <b>(302,665)</b>     | <b>(464,711)</b>     | <b>(752,310)</b>     |
| <b>Ending Fund Balance</b> | <b>2,451,470</b>                | <b>2,385,160</b>    | <b>2,082,495</b>     | <b>1,617,784</b>     | <b>865,474</b>       |
| Fund Requirement - 25%     | 2,996,781                       | 3,164,252           | 3,226,089            | 3,269,394            | 3,344,132            |
| Effective Fund Balance     | 20.45%                          | 18.84%              | 16.14%               | 12.37%               | 6.47%                |

## Utility Long Range Forecast



**26 FTE**  
Total Water/Wastewater Expenditures \$12,657,007

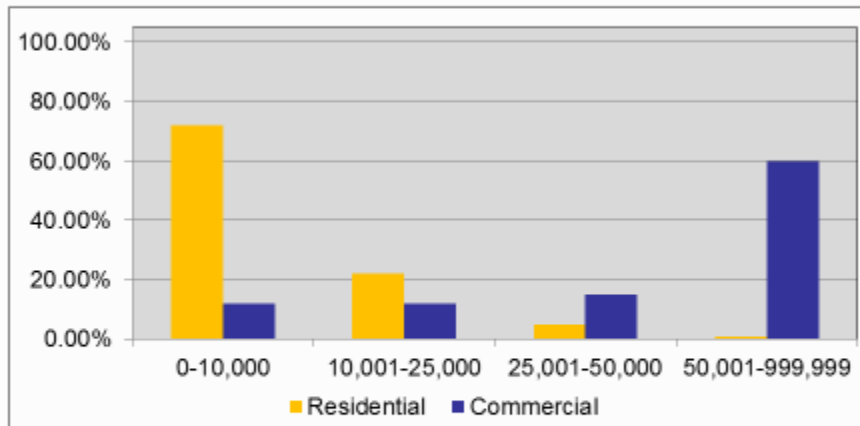
## Utility Fund Expenditure Analysis

When we look at expenses, we have wages and benefits, maintenance and operations. The first one is wages and benefits, we have a total of 26 employees within the water and wastewater system and that is both operational features of the system to maintain it and also for the utility billing for your water billing and that sort of stuff.

The average salary for employees is about \$44,000 and that makes up a total of about \$1.9 million dollars. The second component is the operational side, just over 53% of the utility system is to pay the Upper Trinity the water and wastewater that we are using and we also have a small portion of our sewer that goes over to Denton and is treated there so we pay them.

The other feature are the water line testing and repairs, meter replacement and repairs, all of those some of the various costs within those categories.

## Utility Customers Based on Usage



Residential Customers (95.3%)      6,800  
 Commercial Customers (4.7%)      334  
 Total Customers                      7,134

| Base Rates               | Current  | City   | UTRWD  | Total    | Total vs Current | % Diff |
|--------------------------|----------|--------|--------|----------|------------------|--------|
| 5/8 x 3/4                | 23.27    | 13.35  | 31.27  | 44.62    | 21.35            | 91.7%  |
| full 3/4                 | 32.25    | 14.68  | 34.40  | 49.08    | 16.83            | 52.2%  |
| 1 inch                   | 32.25    | 18.69  | 43.78  | 62.47    | 30.22            | 93.7%  |
| 1 1/2 inch               | 65.15    | 24.02  | 56.29  | 80.31    | 15.16            | 23.3%  |
| 2 inch                   | 100.70   | 38.70  | 90.69  | 129.39   | 28.69            | 28.5%  |
| 3 inch                   | 210.25   | 146.80 | 344.01 | 490.81   | 280.56           | 133.4% |
| 4 inch                   | 330.10   | 186.83 | 437.83 | 624.66   | 294.56           | 89.2%  |
| 6 inch                   | 660.95   | 280.25 | 656.74 | 936.99   | 276.04           | 41.8%  |
| 10 inch                  | 1,510.65 | 603.72 | 906.93 | 1,510.65 | -                | 0.0%   |
| <b>Residential Rates</b> |          |        |        |          |                  |        |
| 0-3,000                  | 2.77     | -      | 2.15   | 2.15     | (0.62)           | -22.4% |
| 3,001-5,000              | 2.77     | -      | 2.65   | 2.65     | (0.12)           | -4.3%  |
| 5,001-10,000             | 2.77     | -      | 3.15   | 3.15     | 0.38             | 13.7%  |
| 10,001-25,000            | 4.77     | 2.97   | 3.27   | 6.24     | 1.47             | 30.8%  |
| 25,001-50,000            | 6.77     | 5.94   | 3.27   | 9.21     | 2.44             | 36.0%  |
| 50,001 +                 | 8.77     | 8.91   | 3.27   | 12.18    | 3.41             | 38.9%  |
| <b>Commercial Rates</b>  |          |        |        |          |                  |        |
| 0-10,000                 | 3.68     | .84    | 3.27   | 4.11     | 0.43             | 11.7%  |
| 10,001-25,000            | 4.68     | 1.84   | 3.27   | 5.11     | 0.43             | 9.2%   |
| 25,001-50,000            | 5.68     | 2.84   | 3.27   | 6.11     | 0.43             | 7.6%   |
| 50,001 +                 | 6.68     | 3.84   | 3.27   | 7.11     | 0.43             | 6.4%   |
| <b>Wastewater</b>        |          |        |        |          |                  |        |
| Base Rate                | 21.39    | 21.39  | -      | 21.39    | -                | 0.0%   |
| Volumetric               | 5.60     | 0.96   | 2.71   | 3.67     | (1.93)           | -34.5% |

### Residential Utility Bill Comparison

Assumes 5,000 gallons of Wastewater

|                                  | Seniors<br>10,000 | 5,000        | 10,000        | 20,000        | 30,000        | 75,000        |
|----------------------------------|-------------------|--------------|---------------|---------------|---------------|---------------|
| <b>Current</b>                   | <b>42.66</b>      | <b>37.12</b> | <b>50.97</b>  | <b>98.67</b>  | <b>156.37</b> | <b>511.02</b> |
| Current WW                       | 43.79             | 49.39        | 49.39         | 49.39         | 49.39         | 49.39         |
| <b>Total Current Residential</b> | <b>86.45</b>      | <b>86.51</b> | <b>100.36</b> | <b>148.06</b> | <b>205.76</b> | <b>560.41</b> |
| <hr/>                            |                   |              |               |               |               |               |
| City                             | 13.35             | 13.35        | 13.35         | 43.05         | 87.60         | 429.15        |
| UTRWD                            | 47.02             | 43.02        | 58.77         | 91.47         | 124.17        | 271.32        |
| <b>Total Bill</b>                | <b>60.37</b>      | <b>56.37</b> | <b>72.12</b>  | <b>134.52</b> | <b>211.77</b> | <b>700.47</b> |
| Proposed WW                      | 36.07             | 39.74        | 39.74         | 39.74         | 39.74         | 39.74         |
| <b>Total 50% Residential</b>     | <b>96.44</b>      | <b>96.11</b> | <b>111.86</b> | <b>174.26</b> | <b>251.51</b> | <b>740.21</b> |
| <hr/>                            |                   |              |               |               |               |               |
| <b>Difference</b>                | <b>9.99</b>       | <b>9.60</b>  | <b>11.50</b>  | <b>26.20</b>  | <b>45.75</b>  | <b>179.80</b> |
| <b>% Difference</b>              | <b>11.5%</b>      | <b>11.1%</b> | <b>11.5%</b>  | <b>17.7%</b>  | <b>22.2%</b>  | <b>32.1%</b>  |

The proposed rates include a senior citizen discount where senior citizens receive 5,000 gallons of water and 1,000 gallons of wastewater included in their monthly minimum bill.

## UTRWD Fee – 50% Base Rate

A senior using 5,000 gallons of water would see an increase in their bill of about \$8.09, just over 11% increase. For a senior using 10,000 gallons of water their bill would go from \$86.45 to \$96.44 a month

for an increase of \$9.99. For the rest of us that are not seniors you can see the impact on the bill for 5,000 gallons of water, 10,000, 20,000, 30,000 and 75,000 gallons of water and those impacts to the bill.

The other feature is dealing with trying to balance between those fixed cost recovery and those variable costs. What the proposal is on these rates is to shift more of the cost to the fixed cost recovery and what that does is stabilize the revenue over the long term for the water system.

**MOTION** made by Councilmember Johnson to approve the Ordinance setting water and wastewater rates in the Master Fee Schedule for FY 2017/2018 as presented. Seconded by Councilmember Garber.

**Councilmember Harrison** - if you consider what we did with the tax rate we established. If you got a 200,000 dollar home your tax bill would be approximately \$1,073 a year. If we have gone to a different tax rate, we lowered it from a rollback rate of \$1,100 approximately so what I tried to do and my decision on whether to accept the water rate or not, I tried to make sure that we could offset some of that costs by reducing the taxes. It is not a lot but we tried to offset the increase that the residents will incur on the water wastewater rates. We have to pay for the water and wastewater, we have no other alternative. It is a cost to us so that is why I intend to support the water and wastewater increase. We reduced the wastewater rates also and that is important also.

**Councilmember Johnson** - in making the motion that I did, after reading all the social media and I thank everyone that sent me their email. Those of us that sit on the Council pay these rates too. My water rate with the new proposed bill will go up about 25% so I feel the pain. We are not taking anything we all are in this and we all suffer. Back in 1989 the City of Corinth made a conscious decision to join the Upper Trinity, now are the rates eventually going to get better? No they are not. This year we see an increase and Upper Trinity will raise the rates next year probably 5 to 8% so in that column that you see UTRWD, you will see an increase in those numbers again.

Before, the City had been subsidizing those rates and combining them in the base rates and we were never raising the base rates, we were raising the volumetric rates in order to recoup that number to pay the bills. In a good year when it was dry we covered the note in a bad year when it was wet we did not. Our old rates were based on a 3 year cycle, you paid the first year of a new rate system you paid probably about double of what we needed to collect. The second year you break even and the third year you under pay and it comes out even on a 3 year basis and the last 6 years the base rates have not gone up and as a result we are in a situation now where we do not have much choice but to go to this 1 year annual rate system that we are going to.

The bottom line is our water rates are going to go up and this may be the first step in several years that our water rates will go up 3 to 5 to 8% a year. Unfortunate it is a situation that we have to manage.

**Councilmember Garber** - we talked about the budget that there were assumptions made in years 4 and 5 and out. What Council does is we spend time together debating the way to get to these out years better this way or that way, we can debate assumptions. On the water rate, there is not debate, there is nothing that can be done the rates have to go up. There were things that we did to try and make this easier especially for our seniors. The way that the bills are going to be pushed out will help our citizens better understand the way that the rates work and we are still less than Highland Village including Lake Dallas, Shady Shores, Hickory Creek, Little Elm I think is one of them. I hear the comment all the time I moved from Highland Village 5 years ago and I am paying double now... Well if you stayed in Highland Village you would be paying more in Highland Village than you would here. Water rates for everybody are going up and what we are desperately working on is a solution for that. 75% of our costs on the water bill are fixed, that means the City has no control over those.



**Councilmember Glockel** - I also appreciate the fact that people took the time to let us know how they feel. It seem that a fairly high percentage of the folks that were sending the emails out fell into a senior citizens category which several of us up here fall into. There was a very conscious effort trying to eliminate as much of the increase on that senior citizen as possible. I appreciate everybody's patients and input.

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

### **MOTION CARRIED**

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

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

**Councilmember Garber** - I would like to thank the staff for this budget season. I was really happy and impressed with the information that was being presented and more than that, thank you Bob Hart, this was his first budget season with us and I know we are trying to learn each other and make it through this process and there has been some ups and downs and I really appreciate what you have done here.

As we move in to budget season next year, I would like to request if it is at all possible, if we could open some time for Council to debate some of these policy decisions and the 5 year forecast.

**Councilmember Johnson** - I agree staff did a wonderful job, they always do. I know it is always hard. A few years back we had a Resolution that allowed us to start the budget process much earlier back in February or March with a series of Public Hearing or for at least open mic time for people to come and speak and give us an idea of what they would like to see in the budget so that we as a Council can start building that budget and those consensus earlier.

**Councilmember Harrison** - in the beginning of the year we had problems and we still have problems with the flood plain area north of Fair Oaks Circle and north part of Corinth. The problem is the weeds and rats. We could not adjust it because the property was accepted by the Denton Independent School District under tax sale and so it is not ours to take care of. The City manager is working on a way where we can assume the responsibility I guess.. City Manager... I just want everybody to understand that he has worked with that since the 1<sup>st</sup> of the year and I think maybe we will see some solution here in the next few months.

**Councilmember Glockel** - you witnessed tonight that we don't always vote the same way but what is refreshing and unique is that tomorrow the same folks can come together on a new subject and deal with it without any animosity from what happen today. I think you have a good council, everybody thinks on their own, says what they think, staff puts up with us and it is a great organization to work with.

**Bob Hart, City Manager** - I will be giving you an update for you but I think we have everything worked out to get that lot issue resolved. The Mayor signed a letter I needed today to formally get that process underway.

**Mayor Heidemann** - thank you to the staff, I know this budget season was a little cumbersome and you

worked extra hard than normally we would ask. This is what democracy is all about and we all come together. We all don't think the same and we have different ideas but when the night is over we move forward and we are looking out for what is the best for the City of Corinth.

**There was no Closed Session.**

**CLOSED SESSION**

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

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

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

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

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

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

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

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 8:10 p.m.**

**AYES:** All

Meeting adjourned.

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

---

Kimberly Pence, City Secretary



**CONSENT ITEM 3.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** September 28, 2017 Special Session

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

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

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

---

**AGENDA ITEM**

Consider and act on minutes from the September 28, 2017 Special Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the September 28, 2017 Special Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the September 28, 2017 Special Session minutes.

---

**Attachments**

Minutes

---

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

On this the 28<sup>th</sup> day of September 2017 the City Council of the City of Corinth, Texas met in a Special Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Lee Ann Bunselmeyer, Finance Director  
Guadalupe Ruiz, Human Resource Director  
Jason Alexander, Economic Development Corporation Director  
Kevin Tyson, Lieutenant, Lake Cities Fire  
Kim Pence, City Secretary  
Brenton Copeland, Assistant Manager, Technology Services  
Mack Reinwand, City Attorney

**Others Present:**

**Jennifer Bertram, Enterprise Fleet Management.**

**CALL TO ORDER**

Mayor Heidemann called the meeting to order at 7:00 p.m.

**CITIZENS COMMENTS**

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

No One spoke.

**BUSINESS AGENDA:**

**1. Board members and new applicant interviews.**

**Mayor Heidemann** - the Council has been interviewing candidates for the different boards that serve the City of Corinth over the last few evenings.

- 2. Consider and act on nominations, appointments, resignations and removal of members from Keep Corinth Beautiful Commission.**
- 3. Consider and act on nominations, appointments, resignations and removal of members from the Planning and Zoning Commission.**
- 4. Consider and act on nominations, appointments, resignations and removal of members from the Zoning Board of Adjustments.**
- 5. Consider and act on nominations, appointments, resignations and removal of members from the Board of Construction Appeals.**
- 6. Consider and act on nominations, appointments, resignations and removal of members from the Citizen Finance Audit Committee.**
- 7. Consider and act on nominations, appointments, resignations and removal of members from the Ethics Committee.**

**MOTION** made by Councilmember Johnson to appoint the following officers effective October 1, 2017. Seconded by Councilmember Garber.

Planning and Zoning Commission:

- Place 1            Bruce Hanson, Vice Chairman
- Place 3            Brian Rush
- Place 7            Wade May, 2<sup>nd</sup> Alternate

Zoning Board of Adjustments:

- Place 1            John Horney
- Place 2            David Burnett
- Place 3            Keith Koeninger
- Place 4            Korey Robertson
- Place 5            John Cox
- Place 6            David Fernow, 1<sup>st</sup> Alternate
- Place 7            David Payne, 2<sup>nd</sup> Alternate

Keep Corinth Beautiful Committee:

- Place 2            Lance Hendrik
- Place 3            Amanda Scallon
- Place 4            Kristen Fisher
- Place 5            Cindy Taylor

Place 6                Brinkley Allen

Board of Construction Appeals:

Place 1                Keith Koeninger  
Place 2                Korey Robertson  
Place 4                David Payne  
Place 4                John Horney  
Place 6                Douglas Fernow, 1<sup>st</sup> Alternate

Ethics Committee:

Place 1                Tom Winterburn  
Place 2                Dane Shillan  
Place 3                Jennifer Carlton  
Place 4                Damon Cottrell  
Place 5                Eric Wiser

Citizens Finance/Audit Committee:

Place 4                Dick Baker

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

**MOTION CARRIED**

**8. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.**

**Appointments for the Economic Development Corporation will be held on October 19, 2017.**

**9. Discuss, consider and act on a master agreement with Enterprise Fleet Management to finance and manage the replacement of the city's fleet.**

**Bob Hart, City Manager** - in response to the questions made by Councilmember Garber at the last meeting, when you look at Fleet Services, what are the best practices? This is assuming you are going to start a new Fleet Management Program and the points you would want to look. First, begin a policy of vehicle rotation where you moving high mileage vehicles down to low mileage vehicles, we actually do that now in the Police Department so that practice is already followed. The second is looking at vehicle purchases on a complete life cycle cost, third, is the advice is always buying a new vehicle, taking advantage of all the discounts and rebates and if you are a large enough fleet than you can negotiate those. This is particularly true in units of Government because we can buy vehicles at the government discount cheaper than what anyone else can buy. fourth, is to establish a companywide manage maintenance program, we are doing that some here at the City, the Police Department is doing an excellent job of that but we need to give that some more attention. Fifth, to utilize gas cards tied to vehicles and not the drivers, we do that now, and the last point is creating a different replacement schedule and what the best practice will tell you is you look at the purchase of the vehicle, the

maintenance and the repair costs and once that gets to about 30% is when you want to cycle that out of your fleet.

What most of the research will tell you is that would occur between the 5 and the 6 year of the ownership of the vehicle. When you have a fleet, you are wanting to do the preventative maintenance and before you get in to the intensive maintenance you will cycle the vehicle out of your fleet so you don't lose the downtime of your vehicle, the downtime cost you not only from a cost standpoint but an efficiencies standpoint. Those are the elements that become important and if you are not doing the 6 points well you end up having to maintain extra vehicles for backups.

**Lee Ann Bunselmeyer, Finance Director** - at the last Council meeting we had a Councilmember that had requested not only the 5 year information on the Enterprise but also moving that out to 10 years to see what the impact would be in the out years.

With the Enterprise Program, as we had in this budget, we started at about \$100,000 in FY 2018 replacing about 32 vehicles. When you move forward to the end of the cycle of the 5 year program, in FY 2022 it would go up to about \$500,000 and stabilizes the program and your cost would maintain right at about \$500,000 from year 6 all the way out to 10 and on. At that point you are just cycling those 67 vehicles from year to year. The total cost for the first five years we would spend about \$1.7 million dollars with Enterprise and the second five year period we would be spending about \$2.5 million for a total cost of about \$4.2 million dollars.

The reason the first five years is less than the second five year period is we have a lot of equity in our current fleet, underutilized vehicles and those monies would be put into the program that would offset some of those costs.

When you compare that with what would you do if we did not have Enterprise? We looked at our fleet and we came up with some criteria and staff has been working on this for about 6 to 9 months to try to come up with a full vehicle replacement program and with that we would factor in maintenance and age into the program to determine those factors to see when the vehicles would be eligible for replacement.

We factored in vehicles that hitting about 100,000 miles and the replacement would be about every 10 years. The difference between our cash program and what Enterprise is proposing is they are proposing to replace the fleet every five years. A big difference in our program and Enterprise is when we are ready to resale our vehicles we are very limited on how we can do that. We can donate them to a non-profit, sell them through an auction, or we can take bids and sell them. When we have taken bids to sell our vehicles we have not been successful with the exception of our ambulances. All other vehicles we do not get much money for them. Typically when we resale vehicles we go to auction and we are keeping our vehicles 10 or 15 years and when we sell them we are typically getting less than \$1,000 per vehicle.

I did not play that into the factor of the cost and I did not factor any resale in our program because it is pennies to the dollar. With what we would need to replace right now, in 2018, we are looking at replacing about 17 vehicles, about \$625,000 and the majority of those being police and water/wastewater. Those are the two that are constant issues for us at this point.

Looking at that for the first five year period, we would propose to replace about 63 vehicles almost identical to what Enterprise would be for about \$2.5 million within the first five years. Going into the second five year period we would have another 45 vehicles that we feel would need to be replaced for about \$2.3 million. When you factor everything in, there is about a 26 vehicle difference less than Enterprise for about \$750.00 more than what Enterprise would cost us.



In 2017 we did not replace any vehicles because we were still concerned what was going to happen with the fire contract so kept it at a minimum budget with zero expenditures. The five years prior to that, we were replacing about 5 vehicles per year somewhere between \$350,000 and \$400,000 per year is what we have been spending. Most of those have been the police department because the five year period prior to that we did not have the ability financially to replace vehicles so we were trying to catch up on that.

**Kevin Tyson, Lieutenant, Lake Cities Fire** - Currently in the police department, under the five year plan there are 3 additional vehicles that should be replaced under that plan. The current mileage on two of them is over 85,000 miles and one is about 70,000 miles on it. Between those 3 vehicles we spend about \$8,000 year to date fixing those cars. This tasks the rest of our fleet when one of these vehicles is down and in the shop. Just this pass Monday we had 9 cars down and this is tasking on the officers and the fleet itself trying to keep enough cars running. We have one particular officer that pretty much his full time job is running the fleet, whether it be taking the cars to and from the shop, keeping track on what we spend on those and do our spreadsheets as well. We had 4 volunteers at the police department yesterday helping us shuttle cars back and forth to different shops. We make do with what we have however it does take officers off the streets to have to deal with this and shuttle these vehicles around.

**Councilmember Glockel** - how do you come up with the points?

**Lee Ann Bunselmeyer, Finance Director** - when we developed this program we contacted cities that have a vehicle replacement program currently in place. We contacted Denton, Plano and Allen and brought their models in to see what would work for us that we could maintain. What they typically use is the maintenance, miles and age. We determined that maintenance was really important if you have a high maintenance vehicle that will cost you a lot of money in the end and so we wanted to give it higher weight on the replacement schedule. A total of points is 20. On mileage points, you take how many miles the vehicle has currently and you divide that by the total miles that is expected of that vehicle.

**Councilmember Garber** - is this an automated replacement or is there a member of staff that can say that is an underutilized vehicle that has been parked, we only use it 1,000 miles a year, let's not do that on that vehicle...

**Lee Ann Bunselmeyer, Finance Director** - when we developed this our thought was this was to just look at those vehicles that have the issues, exceeded the age, exceeded the maintenance and so forth and then with this we would have a committee to look at this and determine like the police department, we know that they have other needs other than this spreadsheet will tell you and so we would sit down and talk about that and present it to the City Manager for him to decide to agree with or not before it would be presented to the Council.

**Mayor Heidemann** - on the Enterprise Program, if the residual value is less when you trade them in does the City pay the difference on the residual according to the contract?

**Jennifer Bertram, Enterprise Fleet Management** - you have a couple of options, we are looking at throughout the term how the vehicles are being depreciated, most of the vehicles in the fleet are depreciated very conservatively so half of the vehicles we will replace in year 1, you are in equitable position day 1 because of the incentives. With some of the Police and Fire vehicles with the aftermarket that is included, that takes a little bit longer to pay down so about halfway through you are in an equitable position so for most part halfway through the term is at an equitable spot. If there was something weird you have options at the end. You could just pay the difference, you could continue to

pay off the residual value, or just pay off over another 12 months or 24 months or you could flip it and you get another vehicle to replace that so it is open ended. You do not have to make that decision until you get to the end of the term and we will provide you recommendations. We have options to run a vehicle a year longer or get out of a vehicle sooner.

**Lee Ann Bunselmeyer, Finance Director** - we would have access to Enterprise full maintenance program software. We could run reports, set alerts and so on and that is one of the things right now that we are not doing very well is keeping up with the oil changes and so forth because it is a very manual process and we don't have a system that monitors that and with this they will automatically be set where the driver, the supervisor or the director, whoever we would set up would get those alerts to tell you it is time to change the oil, or routine maintenance or inspection etc.. We don't have the money to invest in a software system to manage that program that we would be able to get from Enterprise.

**Councilmember Harrison** - there is 12 vehicles that have been determined they are excess or not needed. You are not replacing them because they are not needed right?

**Lee Ann Bunselmeyer, Finance Director** - through the Enterprise program we have identified them as underutilized vehicles that we could be able to get rid of and down size our fleet. We would reduce 12 vehicles of our fleet. If we did it on our own, then we would not be able to eliminate all 12 vehicles.

**Councilmember Harrison** - If a vehicle is not needed and it is excess why would I replace it?

**Lee Ann Bunselmeyer, Finance Director** - let's say we eliminated all 12 vehicles. Now we would have to put money in the budget to rent vans June/July and August 5 days a week to be able to bus the extra van that travels with the other buses for the school programs and we would also have to rent a van once or twice a month for the senior activities that the City does. This mostly effects parks and water/wastewater because that is where the majority of the underutilized vehicles are. If we sell all of those and one of their other vehicles goes down they have very little vehicles in their fleet. If it goes down and we have 1 or 2 trucks in the shop then your crews may be sitting at the public works facility and not able to go to the job site. That would be the risk that we would take if those vehicles took a long time to fix.

**Councilmember Burke** - do you know the staff time that we would get back if we were to engage Enterprise to take on a lot of these functions?

**Kevin Tyson, Lieutenant, Lake Cities Fire** - I personally spend several hours a day overseeing the program. Corporal Wallenberg wears many hats and he is spending more time doing the fleet than we anticipated him doing. There are days that is all he is doing all day is moving cars around and getting vehicles repaired.

**Lee Ann Bunselmeyer, Finance Director** - Jason Cao is our fleet manager and he manages all the maintenance and orders the parts and keeps up with the water wastewater maintenance schedules. From finance I do have a staff member that keeps up with all the vehicle registrations and having to go to Denton County to get all the registrations done. With this program Enterprise would be handling all the registrations and so that would be a function that finance would no longer be involved in. Overall just with the daily maintenance with police being the highest and maybe Chief Birt may have someone over in the fire department so probably 1 FTE.

**MOTION** made by Councilmember Garber to approve the Enterprise Fleet Management contract. Seconded by Councilmember Burke.

**Councilmember Garber** - I was probably one of the more vocal concerned councilmen of this program and I think a lot of that was due to lack of information. I want to thank the staff for the additional information tonight. I think the average is \$74,000 over 10 years that we would be saving according to the numbers and are probably more like triple that amount of savings when we look at the improved recruitment, the safety for our officers in public safety and specifically on top of the fact that we get to replace most of our fleet in the next two years and it looks to me like we would be saving about \$1 million dollars doing that.

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

**MOTION CARRIED**

**There was no Closed Session.**

**CLOSED SESSION**

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

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

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

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

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

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

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

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 8:02 p.m.**

**AYES:** All

Meeting adjourned.

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

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 4.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** October 19, 2017 Workshop Session

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

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

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

---

**AGENDA ITEM**

Consider and act on minutes from the October 19, 2017 Workshop Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the October 19, 2017 Workshop Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the October 19, 2017 Workshop Session minutes.

---

**Attachments**

Minutes

---

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

On this the 19<sup>th</sup> day of October 2017 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Fred Gibbs, Planning and Development Director  
Cody Collier, Public Works Director  
Lee Ann Bunselmeyer, Finance Director  
Guadalupe Ruiz, Human Resource Director  
Jason Alexander, Economic Development Corporation Director  
Kim Pence, City Secretary  
Brenton Copeland, Assistant Manager, Technology Services  
Mack Reinwand, City Attorney

**CALL TO ORDER:**

Mayor Heidemann called the Workshop meeting to order at 5:30 p.m.

**WORKSHOP BUSINESS AGENDA ITEMS:**

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

There was no discussion on the Regular meeting items.

2. Hold a discussion regarding standing water in the City of Corinth.

**Bob Hart, City Manager** - we placed this on the agenda based on a request from Councilmember Glockel.

**Councilmember Glockel** - what are the policies that the City has to follow. It appears that we have done some things on private property and I don't know if we are following an Ordinance that I am not

aware of? I am asking specifically on the one at 2181 and Post Oak.

**Bob Hart, City Manager** - we had a number of complaints on it and I went out and looked at it with Fred Gibbs and Cody Collier. The issue is the property had standing water and that is when we were dealing with some mosquito issues so I may the call to have staff level that property up and get rid of the standing water from a public health standpoint. I did that based on the premise that we spend \$35,000 a year to deal with the mosquitos naturally and leaving those kind of ponds like that was dangerous.

The standing water was caused by the work that TXDOT did on 2181 and we went back to them and we did not have any luck. So from a health safety standpoint I thought we needed to get rid of the standing water and that is what we did.

**Councilmember Harrison** - did we contact the property owner?

**Cody Collier, Public Works Director** - yes, I did meet with the property owner. He gave us permission to enter the property prior to us doing the work.

**Councilmember Harrison** - were they going to take care of it?

**Bob Hart, City Manager** - I was interested in getting it done quickly. That was the instructions that I gave.

**Councilmember Glockel** - was that water spring water or topical water?

**Cody Collier, Public Works Director** - it was a low area that caught rain water. There was no spring.

**Councilmember Glockel** - the water that was standing in the field out there was not a line leaking that was causing the problem? Was that line the City's line that got broken that caused the water to stand in the field?

**Cody Collier, Public Works Director** - there was no line that was broken, it was rain water.

**Councilmember Glockel** - after you fixed it the first couple days after you ran the dozer over, then the next morning there was water running of it.

**Cody Collier, Public Works Director** - the first attempt we did to fix it got delayed because we had a rain storm come in and it made everything muddy. My operator went back out and tried to address it and it made it worse so we quit until it dried out and then went back and we finished it. We never had any damaged lines that I am aware of. We never made any repairs.

**Councilmember Glockel** - one of the reasons I asked for this is when we looked at the subdivision off of Park Ridge, the old subdivision that was re-plated about a year ago. It makes this piece of property look like a poster child. It has ruts where people have been running there big trucks and water standing, you have to jump from one ditch to the other to walk through it. It had standing water in it and I brought that up when we talked about mosquitos but it is private property. If that piece of property had 4 foot of grass on it which is also a hazard, what would we have done?

**Bob Hart, City Manager** - Code Enforcement would have dealt with the high weeds. We would have given notice and then we would have gone out...

**Councilmember Glockel** - we would have fixed the problem and billed the property owner. Why wouldn't we do the same for this? If we are going to start maintaining property for standing water are we going to start maintaining for standing weeds?

**Bob Hart, City Manager** - the statute as I understand it is you can give notice to do the mowing and after a 10 day notice we can go out and mow. On the water, we would have gotten a court order to go out and be able to go under the property to do that. This is not dealt with under that same statute. So we had the conversation of do we go through that process or do we do it ourselves. I felt like that given the time of the season and where we were on the West Nile testing that we should go ahead and do that immediately and that was my call.

**Councilmember Glockel** - the West Nile, we had two positives and they were not in that area?

**Bob Hart, City Manager** - no we did not have it in that area. We had two in Corinth but all the towns around us were getting positive tests. There were enough positive tests coming back that I was not comfortable and that was the rationing for my decision.

**Councilmember Glockel** - are we going to try to incorporate something in our statutes that protects the City from this happening again? I can show you other places in the City just like it. I don't think we should take on this.

**Bob Hart, City Manager** - this is the only one that I was brought to my attention. We looked at it and I made a call based on the perimeters that I just stated. It seems to me that you would have to look at each one individually.

**Councilmember Glockel** - when we talked to the property owner did we ask him to take care of it or did we just ask him for permission for us to take care of it?

**Bob Hart, City Manager** - we asked for permission for us to take do it.

**Councilmember Glockel** - and how much money did we spend?

**Cody Collier, Public Works Director** - we had to rent a dozer and that ran just under \$2,000.

**Councilmember Glockel** - and there was no water line broken on that job?

**Cody Collier, Public Works Director** - no, we did not excavate down, we took surface dirt down on moved to the low area but we never went below what the prevailing grade of the area was.

**Councilmember Harrison** - I was the one that initiated the complaint on this piece of property. It seem reasonable that at least we should have asked the property owner, the real estate company that owns it to fix it.

### **3. Discus transfer of 0.4 acre drainage tract from Denton ISD.**

**Bob Hart, City Manager** - this is a small tract that is behind Fair Oaks Circle. I have talked to a number of folks that were out there trying to figure out what the issue was. We mowed it periodically but I will need to get some history on it from Fred or Cody.

**Fred Gibbs, Planning and Development Director** - we have gotten some complaints on it regarding



rats and not being able to mow it.

**Councilmember Harrison** - this has been going on for two years. It started again this year when we had the swamp rats going in their houses and still going in there.

**Bob Hart, City Manager** - the tract is owned by Denton ISD. I have talked to the folks there and they have agreed to convey it to us and we are in the process of getting it and we can put it on the regular maintenance schedule and get rid of the rats and snakes and make that go away.

**Councilmember Garber** - so we are going to own it and we will mow it?

**Bob Hart, City Manager** - that is right.

#### **4. Discuss water and wastewater rates.**

**Bob Hart, City Manager** - Councilmember Glockel made the request to place on the agenda.

**Councilmember Glockel** - gave a power point presentation to Council. We made a lot of comments about the wastewater being over earning and the water was not. On the bill they talk about the west side they talk about Lantana and they talk about the Denton County Freshwater District 7, it is all the same thing. On the bill we will be looking at 3 separate fees. When we were trying to project the cost for water and the cost for sewer, I think we intermingled some of those.

We have two points of entry coming in from the Upper Trinity feeding our locations, it is a matter of the number of gallons that is the meter readings, the number of gallons at the Corinth site and the number of gallons at the north site times \$1.11 per 1000 and that is it.

On water, the only other part we have is last year's rate \$411,500 times our subscription 7.5 million gallons per day that we don't want to hit and that is the demand charge and that is the only two pieces there is to water.

It got confusing when we moved some of these numbers to a slide and presented that slide as fresh water cost. You have Dobb's Road, Burl Street, West Side, and the 7-11 station that is the meter readings for the total wastewater collected and it is charged at a 1.25 per 1,000 and that is the charge for the treatment of those gallons. We get into the transport charge and it talks about West Side, 7-11, pipeline usage fee and all that is the number of gallons that came from that west side station multiplied by .055 so we paid \$1,000 two months ago for that short usage of that pot. This is just like the water, it is a demand type of arrangement. You have a monthly fee by the rate divided by 12. You have \$752,000 that is purely wastewater.

The Administration fee or licensing fee is based on population and is a set fee.

There is nothing wrong with the amounts of monies they just appear to be booked wrong. My concern is when we kept saying at one point, we were over \$1 million dollars earnings in the wastewater side. We were recovering over \$1 million dollars a year that was not part of the cost. I say if that is true and we thought we were over earning in wastewater to \$1 million or \$1.3 million, \$725,000 of it is in the water and should be in the wastewater so we did not over earn by a million we over earned substantially less than that.

My question is we raised the water because we have the numbers up there to cover \$725,000, we cut the

sewer because it wasn't down here so at the end of the day we are cutting two pieces of the pie. We will use 110 to 120 million gallons of water at any given month but yet only have 40 million gallons of wastewater. So we cut something out of the wastewater and added it to fresh water so I don't know how the totals are going to come out but I think the numbers were skewed and tried to point that out a couple of times and was not successful. I hope you will understand it is pretty clear in that packet and I went to Upper Trinity 3 times and twice I was told I was wrong and the second time I was told they were wrong but I really don't think they are, I think we are and that is the point I wanted to make. We are \$725,000 over stated on one and understated on the other. At the end of the day it is the same dollars but the attempt to keep wastewater and fresh water separate did not work.

**Bob Hart, City Manager** - If I messed up I apologize. I have dealt with the Upper Trinity Regional Water District, The Canadian, The Brazos, and two different parts of the Colorado, and all of them bill differently than what the Upper Trinity does. The one question I have asked Tom Taylor, UTRWD and I have asked Finance people is to give me a sense of water cost per acre foot so I have some point of comparison. That is what everybody else does in the State and they will not tell me the numbers.

If you took the \$1.11 and multiplied that, we are paying around \$360.00 an acre foot for water. If you go to the demand charge, we are paying about \$750.00 an acre foot collectively about \$1,100 an acre foot of water. That does not make any sense to me and what they are doing is they take the demand and taken the treatment and combined them. We are 100% dependent on Upper Trinity for water and it seems to me if we had a handle on some of that it could help us to think through some alternatives. To me, there is only 1 alternative, we have the 1 well and we need to figure out how to use that for irrigation for the parks or somewhere. The way you would typically do that is you would at the cost avoidance of your supply based on cost per acre foot and that is the number that I would like to see.

**Councilmember Glockel** - and that is another subject but my point only was to show you that I believe we booked that money incorrectly. If it was booked where you said it was booked and we had that conversation twice. I found the Upper Trinity very easy to talk to. This is the bill we live with and we need to understand it and book it right.

**Bob Hart, City Manager** - I agree. I didn't intend at all to mislead you and I apologize for that.

**Mayor Heidemann** - it is critical that we uncover as much detail as we can because we will be going through this process again next year.

**Bob Hart, City Manager** - the other thing we want to do is go back and look at our internal cost allocations between water and wastewater as well. There is a lot of moving pieces to this.

**Councilmember Glockel** - There is a contract signed by Paul Ruggiere and it is for the piece I kept talking about for the 7-11, and West Side and that is Lantana's pipeline and we are in it only because there is extra capacity today. All of the extra capacity is paid for by the Denton Regional Water District and if they say we can no long be in it, we have to get out. Nobody will give me numbers but there is a lot of volume in that line that nobody is using for a reasonable period of time and once that gets to capacity then we have to get out and the only way to get out is put us a line under I-35 to pick up the big line that is on the east side. It is not costing us a lot of money every month for that lease it is under \$2,000 but my point is if we don't start looking at it and we ever get to that point is there any way we can get across.

**Bob Hart, City Manager** - we had one internal discussion on that line and it was tied to phase 2 of the construction of I-35 and our plan is to put a sleeve under it and wait until we needed it.

**Cody Collier, Public Works Director** - there is a mess of pipes right there and we are going to coordinate with Upper Trinity and TXDOT to split off. It is being monitored right now.

**Mayor Heidemann recessed the Workshop at 6:19 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 seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

Council met in Closed Session from 6:20 p.m. until 7:15 p.m.

**a. Parkland Dedication.**

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

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

Council met in Closed Session from 6:20 p.m. until 7:15 p.m.

**a. Economic Development Corporation appointments.**

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

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

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

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 7: 16 p.m.**

**AYES:** All

Meeting adjourned.

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

---

Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 5.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** October 19, 2017 Regular Session

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

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

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

---

**AGENDA ITEM**

Consider and act on the minutes from October 19, 2017 Regular Session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are minutes from the October 19, 2017 Regular Session. The minutes are in draft form and not considered official until formally approved by the City Council.

**RECOMMENDATION**

Staff recommends approval of the October 19, 2017 Regular Session minutes.

---

**Attachments**

Minutes

---

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

On this the 19<sup>th</sup> day of October 2017 the City Council of the City of Corinth, Texas met in a Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Members Absent:**

None

**Staff Members Present:**

Bob Hart, City Manager  
Fred Gibbs, Planning and Development Director  
Cody Collier, Public Works Director  
Jason Alexander, Economic Development Corporation Director  
Kim Pence, City Secretary  
Brenton Copeland, Assistant Manager, Technology Services  
Mack Reinwand, City Attorney

**CALL TO ORDER:**

**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".**

Mayor Heidemann called the Regular meeting to order at 7:20 p. m, Councilmember Garber delivered the invocation and led in the Pledge of Allegiance and Texas Pledge.

**PROCLAMATION:**

Mayor Heidemann read into the record the Proclamation proclaiming October as "National Domestic Violence Awareness Month".

**CONSENT AGENDA**

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

1. Consider and act on minutes from the August 24, 2017 Workshop Session.

2. Consider and act on minutes from the August 24, 2017 Special Session.
3. Consider and act on Second Lease Renewal for Fire House #1 between Corinth and the City of Lake Dallas.

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

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

**MOTIN CARRIED**

**CITIZENS COMMENTS**

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

No one spoke.

**BUSINESS AGENDA**

4. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.

**Bob Hart, City Manager** - we had interviews for these position. You have four vacancies for your consideration.

**MOTION** made by Councilmember Burk to nominate Grady Ray to Place 5 to the Economic Development Corporation. Seconded by Councilmember Garber.

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

**MOTION CARRIED**

**MOTION** made by Councilmember Burk to nominate Jerry Blazewicz for reappointment to Place 4 to the Economic Development Corporation. Seconded by Councilmember Glockel.

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

**MOTION CARRIED**

**MOTION** made by Councilmember Burk to nominate Steve Holzwarth to Place 6 to the Economic Development Corporation. Seconded by Councilmember Garber.

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

**MOTION CARRIED**

**Mayor Heidemann** - Councilmember Johnson's position on the Economic Development Corporation Board will remain held over until after the May election.

**5. Consider and act on the trail system land dedication for the property located on 55.995 acres all or portions of property legally described Tracts 1C and 1D out of the BBB & CRR Survey, County Abstract 190, Tract 1 out of the S Kephart Survey, County Abstract 721 and Tract 1D out of the GW McGlothlin Survey, County Abstract 888 in the City of Corinth, Denton County, Texas. This property is located on the south of proposed Lake Sharon Drive extension and east of FM 2499.**

**Bob Hart, City Manager** - this tact has components that impact both Planning and Zoning and parkland dedication fee for which we are asking for some guidance.

**Cody Collier, Public Works Director** - anytime you have planned residential community they are required to do a parkland dedication or money in lieu of or any type of combination. We spoke with the applicant pertaining to Lake Sharon Phase III and we have arrived at a proposed trail running from the future Lake Sharon Extension around the lake and going up and across an existing dam. The land that is existing there is not useful for a park because most of it is in a flood plain. We looked at a way that we could get the best benefit of the land. We looked at money in lieu of came to versus what we were working together with and we all came to an agreement that putting in a trail system that would make connectivity with the trails master plan and keep connectivity running through the area around that pond was a much more desirable attribute.

Lake Sharon Phase III developers would put this 10' foot wide concrete paved surface trail system and also install a shade structure and a Gazebo and a park bench as well. Part of the agreement is that the HOA would be required to maintain the trail system, the shade structure, the benches, and all the infrastructure and the City of Corinth would not have any future responsibility for maintenance in this area. After more consideration, staff is making the recommendation that we do the plan as presented as far as the trail system, 10'foot sidewalk, the shade structure and the bench but staff is recommending that we terminate and extend the sidewalk structure around back to FM 2499 and prevent any type of pavement or easement access going across the dam.

**Councilmember Glockel** - is that public access?

**Cody Collier, Public Works Director** - yes.

**MOTION** made by Councilmember Garber to approve the plan subject to the pedestrian access easement not crossing the dam but instead connecting to FM 2499. Seconded by Councilmember Glockel.



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

**MOTION CARRIED**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

**Councilmember Johnson** - this weekend at Pumpkin Palooka you will see a group of anywhere from 35 to 40 possibly of members of the University of North Texas Sororities that are coming out to help as part of their Keep Corinth Beautiful volunteer service that they agree to every year.

**Bob Hart, City Manager** - at the November 2, 2017 meeting we will have Representative Lynn Stucky joining us in a Workshop.

**Mayor Heidemann recessed the meeting at 7:33 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 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.

**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.

Council met in Closed Session from 7:36 p.m. until 7:57 p.m.

**a. Deliberations regarding economic development incentives 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.**

- 6. Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. to construct and operate a hotel and conference center in the City of Corinth, Texas.**

**MOTION** made by Councilmember Johnson to approve the Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. to construct and operate a hotel and conference center in the City of Corinth, Texas subject to the changes presented by Mr. Alexander this evening and to authorize the City Manager and Economic Development Corporation to execute the agreement accordingly. Seconded by Councilmember Burke.

**Councilmember Johnson** - Mr. Alexander has worked on this a long hard time. This has been something that has been in the works for over 6 years and it is something that Mr. Alexander has put his heart into. This is the type of development that presents the lifestyle and quality that the City of Corinth is looking for up and down the I-35 Corridor.

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

**MOTION CARRIED**

**ADJOURN:**

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

**AYES:** All

Meeting adjourned.

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

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

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Interlocal Agreement with Denton Co.for Fire Protection

**Submitted For:** Curtis Birt, Chief

**Submitted By:** Curtis Birt, Chief

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

---

**AGENDA ITEM**

Consider and act on 2017-18 Interlocal Cooperative Agreement with Denton County for Fire Protection in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area.

**AGENDA ITEM SUMMARY/BACKGROUND**

Lake Cities Fire Department provides fire and EMS services to the unincorporated areas of this jurisdiction for the county. Denton County will pay an estimated fee of \$30,350 for fire calls.

**RECOMMENDATION**

Staff recommends approval

---

**Attachments**

ILA Denton Co. Fire

---

THE COUNTY OF DENTON

§  
§  
§  
§

CITY OF CORINTH  
FIRE DEPARTMENT

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT**  
**FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of October 1, 2017, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Corinth Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.  
**TERM**

The term of this Agreement shall be for the period beginning of October 1, 2017, and ending September 30, 2018.

II.  
**SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the

**COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Lake Cities*" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.  
**PERFORMANCE OF SERVICE**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.  
**COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$550.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2017, to September 30, 2018. The **COUNTY** anticipates the **AGENCY** to run approximately **37** fire calls for a total funding of **\$20,350.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$30,350.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.  
**FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.  
**RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.  
**RESPONSIBILITY OF THE AGENCY**

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.  
**APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.  
**DEFAULT**

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.  
**TERMINATION**

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.  
**GOVERNMENTAL IMMUNITY**

The fact that the COUNTY and the AGENCY accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the AGENCY, nor the COUNTY waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.  
**ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the COUNTY and the AGENCY and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.  
**SEVERABILITY**

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

XV.  
**AUTHORITY**

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.



XVI.  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

**EXECUTED** in triplicate originals on the dates set forth below.

**COUNTY**

Denton County, Texas  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

**AGENCY**

The City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76208

By \_\_\_\_\_  
Mary Horn  
Denton County Judge

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Acting on behalf of and by the  
authority of Denton County  
Commissioners Court of  
Denton County, Texas

Acting on behalf of and by the  
authority of the City of Corinth

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

BY: \_\_\_\_\_  
Denton County Clerk

BY: \_\_\_\_\_  
City Secretary

**APPROVED AS TO CONTENT:**

BY: \_\_\_\_\_  
Denton County Fire Marshal

**APPROVED AS TO FORM:**

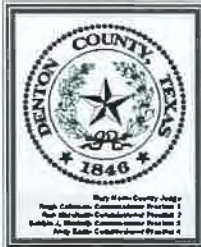
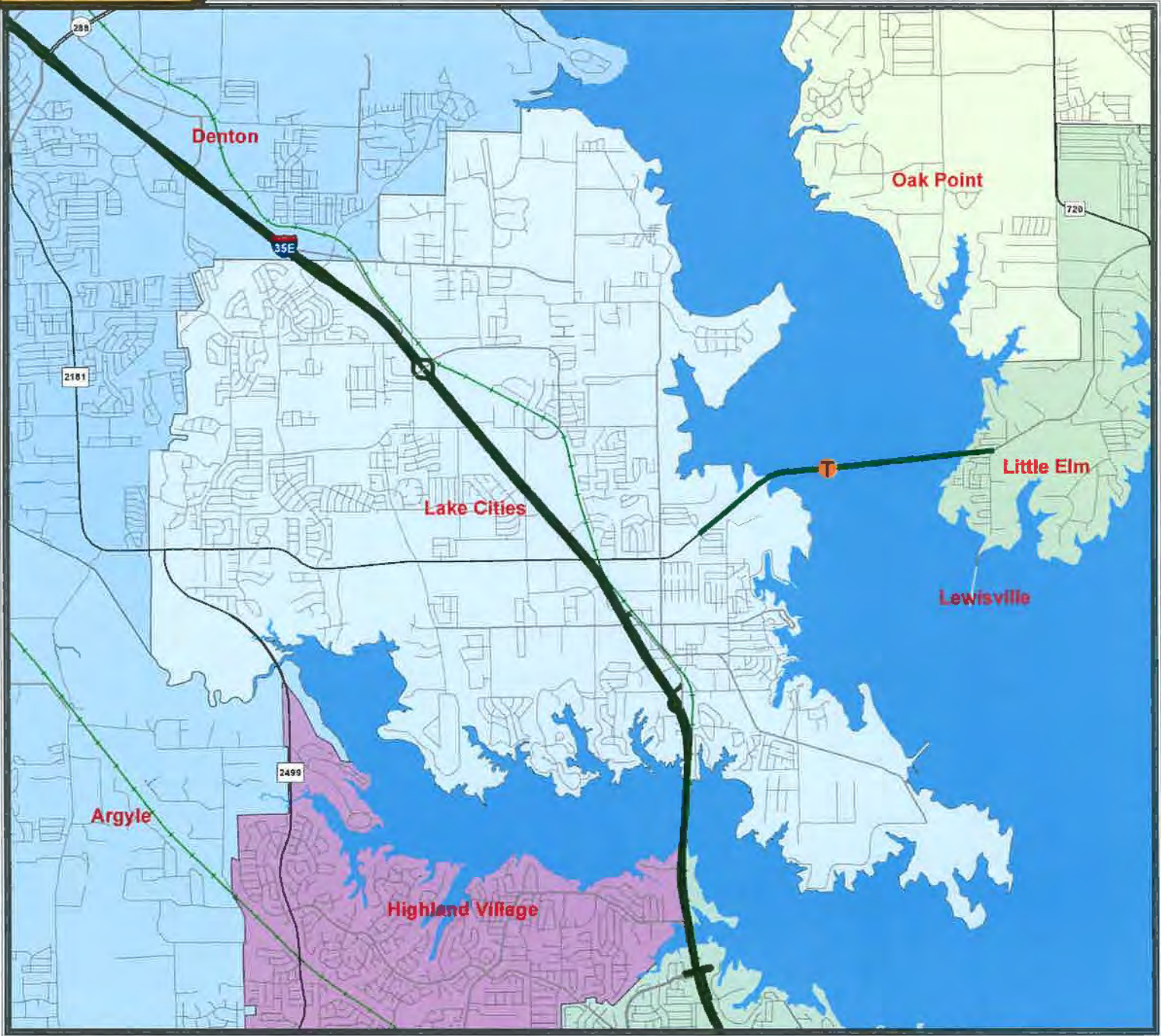
BY: \_\_\_\_\_  
Assistant District Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to  
accomplish and pay the obligation of Denton County under this Contract/Agreement.

\_\_\_\_\_  
James Wells, Denton County Auditor

# DENTON COUNTY Lake Cities Fire District



**Legend**

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROAD
- RAILROAD
- AIRPORTS
- STREAMS
- LAKES & PONDS

**City Population**

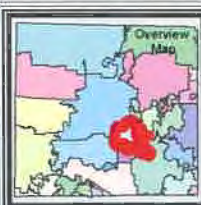
Denton > 180,000  
 Little Elm 100,000 - 150,000  
 Lewisville 80,000 - 100,000  
 Highland Village 30,000 - 50,000  
 Argyle 10,000 - 20,000  
 Lake Cities 10,000 - 20,000

1 inch = 1.1 miles  
 October 27, 2017

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or planning purposes. It does not represent an independent survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

**CONTACT INFORMATION**  
 LANDMARKS&P: GIS, GIS@dentoncounty.com  
 GIS: GIS@dentoncounty.com



**CONSENT ITEM 7.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Interlocal Agreement with Denton Co.for EMS

**Submitted For:** Curtis Birt, Chief

**Submitted By:** Curtis Birt, Chief

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

---

**AGENDA ITEM**

Consider and act on 2017-18 Interlocal Cooperative Agreement with Denton County for EMS services in the unincorporated areas of the county within operating territory or jurisdiction of the Lake Cities area.

**AGENDA ITEM SUMMARY/BACKGROUND**

Lake Cities Fire Department provides fire and EMS services to the unincorporated areas of this jurisdiction for the county. Denton County will pay an estimated fee of \$27,193 for EMS calls.\_

**RECOMMENDATION**

Staff Recommends approval

---

**Attachments**

ILA Denton Co. EMS

---

THE COUNTY OF DENTON

§  
§  
§  
§  
§

THE CITY OF CORINTH  
(AKA LAKE CITIES)  
AMBULANCE SERVICES

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT**  
**AMBULANCE SERVICE**

THIS AGREEMENT, which has an effective date of October 1, 2017, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Corinth, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.  
**TERM**

The term of this Agreement shall be for the period beginning of October 1, 2017, and ending on September 30, 2018.

II.  
**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
  2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.  
**SERVICES**

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing

in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.  
**PERFORMANCE OF SERVICES**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.  
**COMPENSATION**

**COUNTY** agrees to pay to the **AGENCY** an estimated fee of \$27,193.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4944 per capita; said sum computes to \$18,373.24.
2. A fixed sum of \$257.1269 per ambulance transport for an estimated maximum amount of \$7,456.68. Said sum is based upon 29 transports made by the **AGENCY** in fiscal year 2017.
3. A fixed sum based on 1.98 rural miles in the agreed operating territory; said sum computes to \$1,362.76.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.  
**FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.  
**RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.  
**RESPONSIBILITY OF THE AGENCY**

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.  
**APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.  
**DEFAULT**

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.  
**TERMINATION**

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.  
**GOVERNMENTAL IMMUNITY**

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.



XIII.  
**ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the COUNTY and the AGENCY and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.  
**SEVERABILITY**

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

XVI.  
**AUTHORITY**

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

**EXECUTED** in triplicate originals on the dates set forth below.

**COUNTY:**

Denton County, Texas  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

By \_\_\_\_\_  
Mary Horn  
Denton County Judge

Acting on behalf of and by the  
authority of Denton County  
Commissioners Court of  
Denton County, Texas

**AGENCY:**

The City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76208

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Acting on behalf of and by the  
authority of the City of Corinth

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

**BY:** \_\_\_\_\_  
Denton County Clerk

**BY:** \_\_\_\_\_  
City Secretary

**APPROVED AS TO CONTENT:**

**BY:** \_\_\_\_\_  
Denton County Fire Marshal

**APPROVED AS TO FORM:**

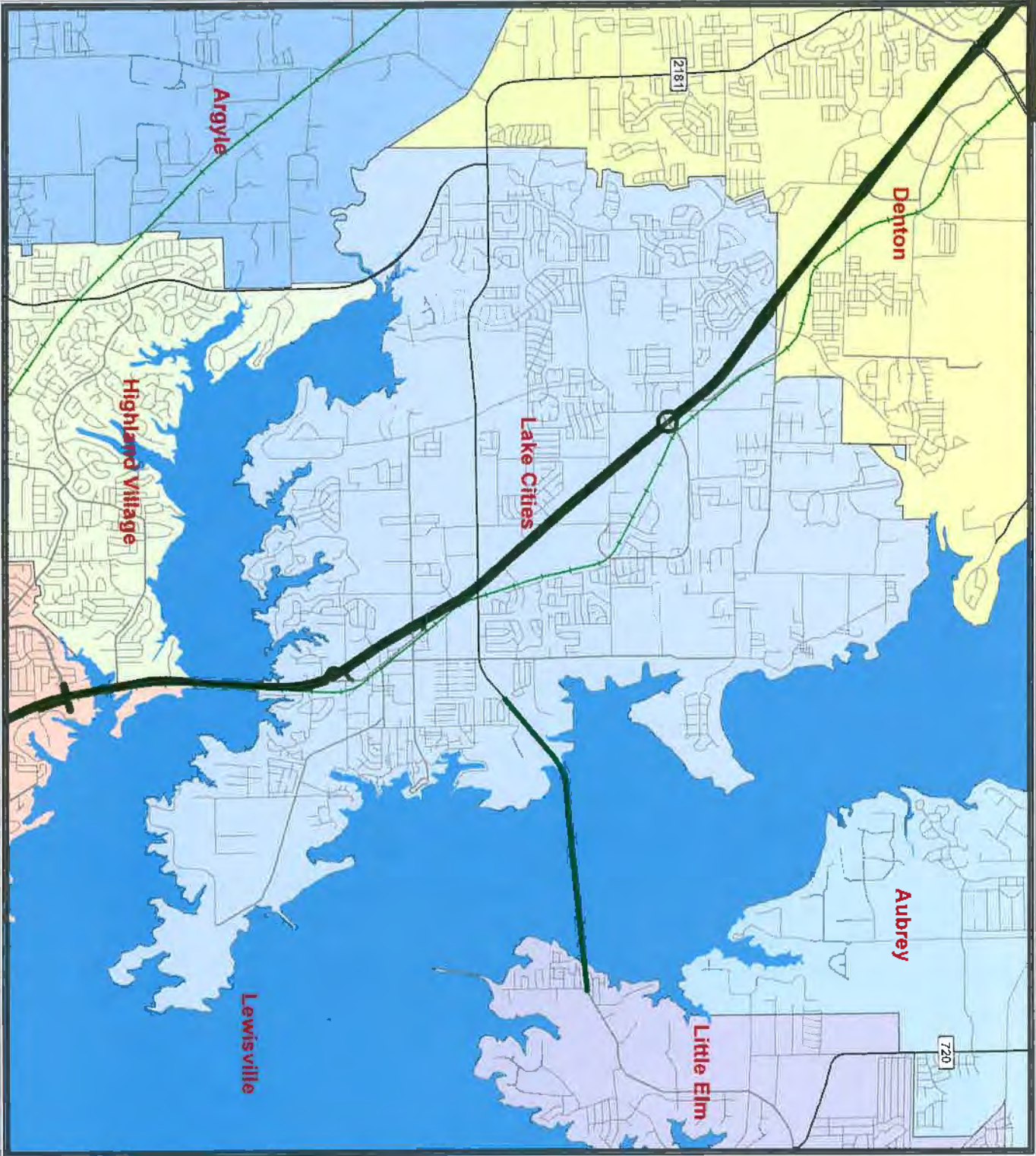
**BY:** \_\_\_\_\_  
Assistant District Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Denton County under this Agreement.

\_\_\_\_\_  
James Wells, Denton County Auditor

# DENTON COUNTY Lake Cities EMS District



**City Population**  
 DENTON COUNTY  
 1,000,000  
 500,000  
 0

- INTERSTATE
- STATE HIGHWAY
- PAVE TO PLANKET
- MAJOR THROUGHWAYS
- RAILROADS
- PAVEMENT
- STREETS
- LAKE & RIVER

1 INCH = 1.1 MILES  
 OCTOBER 21, 2011

This project is the responsibility of the project manager and the project team. The project manager is responsible for the overall project and the project team is responsible for the day-to-day operations of the project. The project manager is responsible for the overall project and the project team is responsible for the day-to-day operations of the project.

**CONTACT INFORMATION**  
 DENTON COUNTY  
 1000 N. GUYTON AVENUE  
 DENTON, TEXAS 76201  
 PHONE: 940.343.1000  
 FAX: 940.343.1001  
 WWW.DENTONCOUNTYTX.GOV



**DTS**  
 DEPARTMENT OF  
 TECHNOLOGY SERVICES  
 DENTON COUNTY

**CONSENT ITEM 8.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Interlocal Agreement for SPAN Services

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

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

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

---

**AGENDA ITEM**

Consider and act on an Interlocal Agreement for service between the City of Corinth and SPAN, Inc.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City of Corinth participated in a grant application with the other three lake cities through NCTCOG for medical related transportation services. The grant was successful. The contract will provide the service beginning in January 2018. The local funding share will be \$6000 which is in the adopted budget. Transportation users will be required to pay \$2.50 per trip.

**RECOMMENDATION**

Staff recommends approval of the Interlocal Agreement for Services with SPAN, Inc.

---

**Attachments**

Interlocal Agreement

---

STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL AGREEMENT FOR SERVICES**

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between Corinth, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "CITY") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

**WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

**WHEREAS,** the success of or failure of the SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the City; and

**WHEREAS,** the City is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

**WHEREAS,** SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and

**WHEREAS,** The CITY and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for CITY residents that are seniors (age 60 or older), and people with documented disabilities (hereafter referred to collectively as "Riders"); and

**WHEREAS,** Riders in CITY may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$2.50 for seniors (age 60 and older) and people with documented disabilities for the limited purposes of medical treatments, doctor's and dentist's appointments (and trips to get prescriptions filled?); and

**WHEREAS,** Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

**WHEREAS,** Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

**NOW, THEREFORE, THE CITY AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:**

**1. Recitals**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

**2. Scope of Transportation Services**

SPAN shall provide door-to-door demand response transit services to CITY citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY.

**3. SPAN Transportation Operations**

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the CITY's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.
- b. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the CITY's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the City Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. Span will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

#### 4. Payment

CITY agrees to pay a reasonable fee to initiate demand response transit service provided to Riders and this service will thereafter be supplemented with Federal grant funds under the §5310 Enhanced Mobility for Seniors and People with Disabilities Program. Such fee to the City for fiscal year October 1, 2017, through September 30, 2018, will be a cumulative amount not to exceed Five Thousand Five Hundred Eighty Dollars (\$5,580) for up to two hundred three (203) one-way trips for Riders, invoiced to CITY on a monthly basis at a price per one-way trip of Twenty-Seven Dollars and Fifty Cents (\$27.50).

- a. The number of one-way trips funded by the City shall be limited to a maximum of sixty-seven (67) one-way trips per month.
- b. EXCEPTION : If the full allotment of sixty-seven (67) one-way trips has been exhausted for a particular month and additional one-way trips remain available under this Agreement SPAN may provide transportation service to a Rider needing transportation for dialysis, chemotherapy or other medically necessary treatment or therapy upon provision by the Rider to SPAN of a doctor's order documenting the need for treatment or therapy on the date such service is requested by said Rider (an "Excess One-Way Trip"). CITY will pay SPAN for such Excess One-Way Trips upon submission of documentation supporting the Excess One-Way Trips provided that funds remain available under the maximum amount of this Agreement for such purpose.
- c. Excess One-Way Trips shall be deducted from the immediately following month's allotment of sixty-seven (67) one-way trips.
- d. If fewer than sixty-seven one-way trips are used in any given month the unused one-way trips from that month will accrue and be available for use during the immediately following month, up until such time as the §5310 funds become available.
- e. Upon notification of the availability of §5310 grant funds, SPAN shall provide up to eighty-eight (88) one-way trips per month to CITY riders using such funds. If fewer than eighty-eight trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

#### 5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the CITY, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with

Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **6. Insurance**

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the CITY. SPAN shall furnish CITY with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to CITY on or before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:

Name the CITY, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to CITY of any material change to or cancellation of the insurance.

## **7. Assignment and Delegation**

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

## **8. Severability**

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

## **9. Mediation**

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

## **10. Term of Agreement**

The term of this Agreement shall be from January 1, 2018 through September 30, 2018, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the



proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the CITY terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

**11. Applicable Law Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

**12. Attorney's Fees and Costs**

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

**IN WITNESS WHEREOF** the CITY of Corinth and Span, Inc. have executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SPAN, INC:**

\_\_\_\_\_  
Deborah Robertson, Executive Director

**City of Corinth**

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

**ATTEST:**

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

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Communications system and tower for Public Safety Complex

**Submitted For:** Curtis Birt, Chief

**Submitted By:** Curtis Birt, Chief

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

---

**AGENDA ITEM**

Consider and act on approval for communication system and radio tower for new Public Safety Complex and Fire House.

**AGENDA ITEM SUMMARY/BACKGROUND**

This communications system and tower is for radio communication, outdoor weather siren control, EOC operations and emergency alerting for response in the public safety facility and fire house.

- For the Public Safety facility, this includes installing radios, amplifiers, speakers and antennas. To support the antenna needs of the public safety facility, a 50' tower will be installed. Cost \$50,187.34 Tower Cost \$28,880.24
- For the Fire House, This include installing radios, amplifiers, speakers, emergency response alerting, bay speakers and a small antenna. Cost \$15,745.93

The CPD and LCFD have worked together to make sure all needs are covered and have worked with this company for many years and are confident in their workand support.

The building quotes are under a BuyBoard cooperative purchase.

The Tower was sent to multiple vendors and this was the only complete quote we could obtain after multiple attempts.

**RECOMMENDATION**

Staff recommends approval

---

**Attachments**

Public Safety Facility Radio System

Fire House Radio System

Tower Analysis

PSF Radio Tower

---



501 Duncan Perry Rd  
 Arlington TX 76011  
 Phone: (877) 730-4339

Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

**QUOTATION**  
**123000189**

Page 1

**Bill To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Ship To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

| Date: 11/13/2017                      |                      | Pricing Valid for 30 Days                |            | Terms: NET 30 |  |
|---------------------------------------|----------------------|------------------------------------------|------------|---------------|--|
| Qty                                   | Item                 | Description                              | Unit Price | Extended      |  |
| <i>BUYBOARD #523-17 PRICING</i>       |                      |                                          |            |               |  |
| 19                                    | 70146580             | Ceiling Speaker S86T725PG8W              | 34.14      | 648.66        |  |
| 19                                    | 70146595             | Speaker Support Bridge                   | 10.74      | 204.06        |  |
| 13                                    | 70146482             | Attneuator 10 Step Plus Off Speaker, 10  | 30.77      | 400.01        |  |
| 1                                     | 70146549             | Bogen C100 Audio Amplifier<br>100W       | 492.31     | 492.31        |  |
| 1                                     | 70146557             | Line Input                               | 53.25      | 53.25         |  |
| 1                                     | 3822-33-12           | 1/4" x 4" x 12" Cooper Ground Bar w/stan | 92.31      | 92.31         |  |
| 1                                     | CMTBS750U-WB         | 746-896MHz Base Station Antenna          | 161.54     | 161.54        |  |
| 1                                     | CMTBSMNT2            | Antenna Mounting Bracket                 | 56.54      | 56.54         |  |
| 50                                    | ANDLDF4-50A          | 1/2 Foam Heliax 50 Ohm                   | 3.23       | 161.50        |  |
| 200                                   | ANDHL4RPV-50         | 1/2" Plenum Heliax Coaxial Cable         | 4.46       | 892.00        |  |
| 2                                     | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4 | 37.97      | 75.94         |  |
| 2                                     | ANDL4TNF-PSA         | "N" Female Connector 1/28" Heliax        | 37.97      | 75.94         |  |
| 1                                     | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec   | 93.85      | 93.85         |  |
| 2                                     | R/FRFN1005-C1        | N-Male Crimp for RG142                   | 15.08      | 30.16         |  |
| 1                                     | R/FRFN1022-8-C1      | N F Bulkhead Connector                   | 18.11      | 18.11         |  |
| 1                                     | R/FRFU600-1          | UHF MALE CONNECTOR                       | 7.49       | 7.49          |  |
| 1                                     | MTSS-200             | 24" Stand-off Bracket w/Mounting Pipe    | 223.58     | 223.58        |  |
| 1                                     | AND204673-1          | 1-Port Wall/Roof Entry Panel             | 38.46      | 38.46         |  |
| 1                                     | AND252147-4          | 4" Cable Boot w/4-Holes for 1/2" Foam Co | 23.08      | 23.08         |  |
| 2                                     | 70138821             | Cable, Unshielded; 2; 18 AWG GRAY        | 317.72     | 635.44        |  |
| 1                                     | Labor Direct Install |                                          | 4,800.00   | 4,800.00      |  |
| SITE 1: PD ADMIN RADIO & SOUND SYSTEM |                      |                                          |            |               |  |
| 1                                     | CMTBS750U-WB         | 746-896MHz Base Station Antenna          | 161.54     | 161.54        |  |
| 1                                     | CMTBSMNT2            | Antenna Mounting Bracket                 | 56.54      | 56.54         |  |
| 50                                    | ANDLDF4-50A          | 1/2 Foam Heliax 50 Ohm                   | 3.23       | 161.50        |  |



Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

**QUOTATION**  
**123000189**

**Bill To:**  
Corinth City of Fire  
3101 S Garrison  
Corinth, TX 76210

**Ship To:**  
Corinth City of Fire  
3101 S Garrison  
Corinth, TX 76210

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

| Date: 11/13/2017                                                             |                      | Pricing Valid for 30 Days                |            | Terms: NET 30 |  |
|------------------------------------------------------------------------------|----------------------|------------------------------------------|------------|---------------|--|
| Qty                                                                          | Item                 | Description                              | Unit Price | Extended      |  |
| 200                                                                          | ANDHL4RPV-50         | 1/2" Plenum Helix Coaxial Cable          | 4.46       | 892.00        |  |
| 2                                                                            | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4 | 37.97      | 75.94         |  |
| 2                                                                            | ANDL4TNF-PSA         | "N" Female Connector 1/28" Helix         | 37.97      | 75.94         |  |
| 1                                                                            | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec   | 93.85      | 93.85         |  |
| 2                                                                            | R/FRFN1005-C1        | N-Male Crimp for RG142                   | 15.08      | 30.16         |  |
| 1                                                                            | R/FRFN1022-8-C1      | N F Bulkhead Connector                   | 18.11      | 18.11         |  |
| 1                                                                            | R/FRFU600-1          | UHF MALE CONNECTOR                       | 7.49       | 7.49          |  |
| 1                                                                            | MTSS-200             | 24" Stand-off Bracket w/Mounting Pipe    | 223.58     | 223.58        |  |
| 1                                                                            | Labor Direct Install |                                          | 2,121.92   | 2,121.92      |  |
| SITE 2: PD ADMIN ANTENNA SYSTEM <input type="checkbox"/><br>(PD Conf Rm 111) |                      |                                          |            |               |  |
| 1                                                                            | CMTBS750U-WB         | 746-896MHz Base Station Antenna          | 161.54     | 161.54        |  |
| 1                                                                            | CMTBSMNT2            | Antenna Mounting Bracket                 | 56.54      | 56.54         |  |
| 50                                                                           | ANDLDF4-50A          | 1/2 Foam Helix 50 Ohm                    | 3.23       | 161.50        |  |
| 150                                                                          | ANDHL4RPV-50         | 1/2" Plenum Helix Coaxial Cable          | 4.46       | 669.00        |  |
| 2                                                                            | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4 | 37.97      | 75.94         |  |
| 2                                                                            | ANDL4TNF-PSA         | "N" Female Connector 1/28" Helix         | 37.97      | 75.94         |  |
| 1                                                                            | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec   | 93.85      | 93.85         |  |
| 2                                                                            | R/FRFN1005-C1        | N-Male Crimp for RG142                   | 15.08      | 30.16         |  |
| 1                                                                            | R/FRFN1022-8-C1      | N F Bulkhead Connector                   | 18.11      | 18.11         |  |
| 1                                                                            | R/FRFU600-1          | UHF MALE CONNECTOR                       | 7.49       | 7.49          |  |
| 1                                                                            | MTSS-200             | 24" Stand-off Bracket w/Mounting Pipe    | 223.58     | 223.58        |  |
| 1                                                                            | 70146580             | Ceiling Speaker S86T725PG8W              | 34.14      | 34.14         |  |
| 1                                                                            | 70146595             | Speaker Support Bridge                   | 10.74      | 10.74         |  |
| 1                                                                            | 70146482             | Attneuator 10 Step Plus Off Speaker, 10  | 30.77      | 30.77         |  |
| 1                                                                            | Labor Direct Install |                                          | 2,255.00   | 2,255.00      |  |
| SITE 3: EOC PD RADIO (EOC/CONF RM 199)                                       |                      |                                          |            |               |  |



501 Duncan Perry Rd  
 Arlington TX 76011  
 Phone: (877) 730-4339

Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

**QUOTATION**  
**123000189**

Page 3

**Bill To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Ship To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

| Date: 11/13/2017                      |                      | Pricing Valid for 30 Days                |            | Terms: NET 30 |  |
|---------------------------------------|----------------------|------------------------------------------|------------|---------------|--|
| Qty                                   | Item                 | Description                              | Unit Price | Extended      |  |
| 1                                     | CMTBS750U-WB         | 746-896MHz Base Station Antenna          | 161.54     | 161.54        |  |
| 1                                     | RFSBA1012-2          | 154-174MHz 0d Omni Base Station Antenna  | 661.54     | 661.54        |  |
| 200                                   | ANDHL4RPV-50         | 1/2" Plenum Heliac Coaxial Cable         | 4.46       | 892.00        |  |
| 4                                     | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4 | 37.97      | 151.88        |  |
| 4                                     | ANDL4TNF-PSA         | "N" Female Connector 1/28" Heliac        | 37.97      | 151.88        |  |
| 2                                     | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec   | 93.85      | 187.70        |  |
| 4                                     | R/FRFN1005-C1        | N-Male Crimp for RG142                   | 15.08      | 60.32         |  |
| 2                                     | R/FRFN1022-8-C1      | N F Bulkhead Connector                   | 18.11      | 36.22         |  |
| 2                                     | R/FRFU600-1          | UHF MALE CONNECTOR                       | 7.49       | 14.98         |  |
| 2                                     | MTSS-200             | 24" Stand-off Bracket w/Mounting Pipe    | 223.58     | 447.16        |  |
| 1                                     | Labor Direct Install |                                          | 2,967.91   | 2,967.91      |  |
| SITE 5: FD 700/VHF RADO (EOC Conf Rm) |                      |                                          |            |               |  |
| 1                                     | RFSBA1012-2          | 154-174MHz 0d Omni Base Station Antenna  | 661.54     | 661.54        |  |
| 50                                    | ANDLDF4-50A          | 1/2 Foam Heliac 50 Ohm                   | 3.23       | 161.50        |  |
| 150                                   | ANDHL4RPV-50         | 1/2" Plenum Heliac Coaxial Cable         | 4.46       | 669.00        |  |
| 2                                     | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4 | 37.97      | 75.94         |  |
| 2                                     | ANDL4TNF-PSA         | "N" Female Connector 1/28" Heliac        | 37.97      | 75.94         |  |
| 1                                     | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec   | 93.85      | 93.85         |  |
| 2                                     | R/FRFN1005-C1        | N-Male Crimp for RG142                   | 15.08      | 30.16         |  |
| 1                                     | R/FRFN1022-8-C1      | N F Bulkhead Connector                   | 18.11      | 18.11         |  |
| 1                                     | R/FRFU600-1          | UHF MALE CONNECTOR                       | 7.49       | 7.49          |  |
| 1                                     | Labor Direct Install |                                          | 2,198.57   | 2,198.57      |  |
| SITE 7: SIREN RADIO                   |                      |                                          |            |               |  |
| 1                                     | CMTBS750U-WB         | 746-896MHz Base Station Antenna          | 161.54     | 161.54        |  |
| 1                                     | CMTBSMNT2            | Antenna Mounting Bracket                 | 56.54      | 56.54         |  |
| 50                                    | ANDLDF4-50A          | 1/2 Foam Heliac 50 Ohm                   | 3.23       | 161.50        |  |
| 200                                   | ANDHL4RPV-50         | 1/2" Plenum Heliac Coaxial Cable         | 4.46       | 892.00        |  |



501 Duncan Perry Rd  
 Arlington TX 76011  
 Phone: (877) 730-4339

Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

## QUOTATION

Page 4

### 123000189

**Bill To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Ship To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

| Date: 11/13/2017                     |                      | Pricing Valid for 30 Days                    |            | Terms: NET 30 |  |
|--------------------------------------|----------------------|----------------------------------------------|------------|---------------|--|
| Qty                                  | Item                 | Description                                  | Unit Price | Extended      |  |
| 2                                    | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4     | 37.97      | 75.94         |  |
| 2                                    | ANDL4TNF-PSA         | "N" Female Connector 1/28" Helix             | 37.97      | 75.94         |  |
| 1                                    | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec       | 93.85      | 93.85         |  |
| 2                                    | R/FRFN1005-C1        | N-Male Crimp for RG142                       | 15.08      | 30.16         |  |
| 1                                    | R/FRFN1022-8-C1      | N F Bulkhead Connector                       | 18.11      | 18.11         |  |
| 1                                    | R/FRFU600-1          | UHF MALE CONNECTOR                           | 7.49       | 7.49          |  |
| 1                                    | MTSS-200             | 24" Stand-off Bracket w/Mounting Pipe        | 223.58     | 223.58        |  |
| 1                                    | Labor Direct Install |                                              | 1,671.34   | 1,671.34      |  |
| SITE 8: PD RECEPTION CONTROL STATION |                      |                                              |            |               |  |
| 2                                    | 70523788             | 20W 70V Line Transformer<br>Speco Tech T7020 | 23.08      | 46.16         |  |
| 14                                   | 70146580             | Ceiling Speaker S86T725PG8W                  | 34.14      | 477.96        |  |
| 14                                   | 70146595             | Speaker Support Bridge                       | 10.74      | 150.36        |  |
| 9                                    | 70146482             | Attneuator 10 Step Plus Off Speaker, 10      | 30.77      | 276.93        |  |
| 1                                    | 70146557             | Line Input                                   | 53.25      | 53.25         |  |
| 1                                    | 3822-33-12           | 1/4" x 4" x 12" Cooper Ground Bar wstan      | 92.31      | 92.31         |  |
| 1                                    | CMTBS750U-WB         | 746-896MHz Base Station Antenna              | 161.54     | 161.54        |  |
| 1                                    | CMTBSMNT2            | Antenna Mounting Bracket                     | 56.54      | 56.54         |  |
| 50                                   | ANDLDF4-50A          | 1/2 Foam Helix 50 Ohm                        | 3.23       | 161.50        |  |
| 150                                  | ANDHL4RPV-50         | 1/2" Plenum Helix Coaxial Cable              | 4.46       | 669.00        |  |
| 2                                    | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4     | 37.97      | 75.94         |  |
| 2                                    | ANDL4TNF-PSA         | "N" Female Connector 1/28" Helix             | 37.97      | 75.94         |  |
| 1                                    | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec       | 93.85      | 93.85         |  |
| 2                                    | R/FRFN1005-C1        | N-Male Crimp for RG142                       | 15.08      | 30.16         |  |
| 1                                    | R/FRFN1022-8-C1      | N F Bulkhead Connector                       | 18.11      | 18.11         |  |
| 1                                    | R/FRFU600-1          | UHF MALE CONNECTOR                           | 7.49       | 7.49          |  |
| 1                                    | MTSS-200             | 24" Stand-off Bracket w/Mounting Pipe        | 223.58     | 223.58        |  |



501 Duncan Perry Rd  
 Arlington TX 76011  
 Phone: (877) 730-4339

Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

## QUOTATION

Page 5

### 123000189

**Bill To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Ship To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

| Date: 11/13/2017                       |                      | Pricing Valid for 30 Days                |            | Terms: NET 30 |  |
|----------------------------------------|----------------------|------------------------------------------|------------|---------------|--|
| Qty                                    | Item                 | Description                              | Unit Price | Extended      |  |
| 1                                      | AND204673-1          | 1-Port Wall/Roof Entry Panel             | 38.46      | 38.46         |  |
| 1                                      | AND252147-4          | 4" Cable Boot w/4-Holes for 1/2" Foam Co | 23.08      | 23.08         |  |
| 2                                      | 70138821             | Cable, Unshielded; 2; 18 AWG GRAY        | 317.72     | 635.44        |  |
| 1                                      | Labor Direct Install |                                          | 4,733.48   | 4,733.48      |  |
| SITE4: FIRE ADMIN RADIO & SOUND SYSTEM |                      |                                          |            |               |  |
| 4                                      | RFSBA1012-2          | 154-174MHz 0d Omni Base Station Antenna  | 661.54     | 2,646.16      |  |
| 200                                    | ANDLDF4-50A          | 1/2 Foam Helix 50 Ohm                    | 3.23       | 646.00        |  |
| 400                                    | ANDHL4RPV-50         | 1/2" Plenum Helix Coaxial Cable          | 4.46       | 1,784.00      |  |
| 8                                      | ANDL4TNM-PSA         | Conn, Positive Stop N-Male for 1/2" LDF4 | 37.97      | 303.76        |  |
| 8                                      | ANDL4TNF-PSA         | "N" Female Connector 1/28" Helix         | 37.97      | 303.76        |  |
| 4                                      | POLIS-B50HN-C2-MA    | 125-1000 MHz DC Blocked Coaxial Protec   | 93.85      | 375.40        |  |
| 8                                      | R/FRFN1005-C1        | N-Male Crimp for RG142                   | 15.08      | 120.64        |  |
| 4                                      | R/FRFN1022-8-C1      | N F Bulkhead Connector                   | 18.11      | 72.44         |  |
| 4                                      | R/FRFU600-1          | UHF MALE CONNECTOR                       | 7.49       | 29.96         |  |
| 1                                      | Labor Direct Install |                                          | 5,603.82   | 5,603.82      |  |
| FIRE ADMIN VHF ANTENNA SYSTEM          |                      |                                          |            |               |  |

**Customer Approval:** \_\_\_\_\_

Account Manager: Bobby Thompson  
 Phone: 877-730-4339  
 Cell: 469-236-3743  
 Fax: 855-730-4339

Subtotal : \$50,187.34  
 Tax : \$0.00  
 Total Quote : \$50,187.34

**Crosspoint Communications Confidential & Proprietary**



501 Duncan Perry Rd  
 Arlington TX 76011  
 Phone: (877) 730-4339

Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

## QUOTATION

Page 1

### 123000191

**Bill To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Ship To:**  
 Corinth City of  
 3300 Corinth Pkwy  
 Corinth, TX 76208

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Kevin Tyson  
**Contact #:** 940-498-3200  
**Email:** Kevin.Tyson@cityofcorinth.com

| Date: 11/13/2017                |                   | Pricing Valid for 30 Days                                             |            | Terms: NET 30 |  |
|---------------------------------|-------------------|-----------------------------------------------------------------------|------------|---------------|--|
| Qty                             | Item              | Description                                                           | Unit Price | Extended      |  |
| <i>BUYBOARD #523-17 PRICING</i> |                   |                                                                       |            |               |  |
| 1                               | 3812-33-8         | 1/4"x2"x8" Copper Ground Bar universal hole pattern                   | 71.54      | 71.54         |  |
| 1                               | CMTBS750U-WB      | 746-896MHz Base Station Antenna                                       | 161.54     | 161.54        |  |
| 1                               | CMTBSMNT2         | Antenna Mounting Bracket                                              | 56.54      | 56.54         |  |
| 100                             | ANDLDF4-50A       | 1/2 Foam Helix 50 Ohm                                                 | 3.23       | 323.00        |  |
| 150                             | ANDHL4RPV-50      | 1/2" Plenum Helix Coaxial Cable                                       | 4.46       | 669.00        |  |
| 4                               | ANDL4TNM-PSA      | Conn, Positive Stop N-Male for 1/2" LDF4                              | 37.97      | 151.88        |  |
| 4                               | ANDL4TNF-PSA      | "N" Female Connector 1/28" Helix                                      | 37.97      | 151.88        |  |
| 2                               | POLIS-B50HN-C2-MA | 125-1000 MHz DC Blocked Coaxial Protec                                | 93.85      | 187.70        |  |
| 4                               | R/FRFN1005-C1     | N-Male Crimp for RG142                                                | 15.08      | 60.32         |  |
| 2                               | R/FRFN1022-8-C1   | N F Bulkhead Connector                                                | 18.11      | 36.22         |  |
| 2                               | R/FRFU600-1       | UHF MALE CONNECTOR                                                    | 7.49       | 14.98         |  |
| 1                               | AND204673-1       | 1-Port Wall/Roof Entry Panel                                          | 38.46      | 38.46         |  |
| 1                               | AND252147-4       | 4" Cable Boot w/4-Holes for 1/2" Foam Co                              | 23.08      | 23.08         |  |
| 1                               | RFSBA1012-2       | 154-174MHz Od Omni Base Station Antenna                               | 661.54     | 661.54        |  |
| 3                               | 70146549          | Bogen C100 Audio Amplifier 100W                                       | 492.31     | 1,476.93      |  |
| 15                              | 70146580          | Ceiling Speaker S86T725PG8W                                           | 34.14      | 512.10        |  |
| 15                              | 70146595          | Speaker Support Bridge                                                | 10.74      | 161.10        |  |
| 1                               | 70146482          | Attneuator 10 Step Plus Off Speaker, 10                               | 30.77      | 30.77         |  |
| 1                               | 70146500          | Attenuator, 5W; 70/25V; WallMount                                     | 53.85      | 53.85         |  |
| 1                               | 70146557          | Line Input                                                            | 53.25      | 53.25         |  |
| 1                               | SPE-SP35XT        | Black Indoor/Ooutdoor Speaker                                         | 92.31      | 92.31         |  |
| 2                               | ICE800TTWRS       | 8" Dual Voice Coil Weather Resistant In-Ceiling Single Stereo Speaker | 140.44     | 280.88        |  |
| 5                               | 110B              | Loudspeaker                                                           | 254.29     | 1,271.45      |  |





501 Duncan Perry Rd  
 Arlington TX 76011  
 Phone: (877) 730-4339

Arlington ▪ Houston ▪ Tyler ▪ Longview ▪ Denver

**QUOTATION**  
**123000191**

Page 2

**Bill To:**  
 Corinth City of Fire  
 3101 S Garrison  
 Corinth, TX 76210

**Ship To:**  
 Corinth City of  
 3300 Corinth Pkwy  
 Corinth, TX 76208

**Contact:** Curtis Birt  
**Contact #:**  
**Email:**

**Contact:** Kevin Tyson  
**Contact #:** 940-498-3200  
**Email:** Kevin.Tyson@cityofcorinth.com

| Date: 11/13/2017 |                      | <b>Pricing Valid for 30 Days</b>                |            | Terms: NET 30 |  |
|------------------|----------------------|-------------------------------------------------|------------|---------------|--|
| Qty              | Item                 | Description                                     | Unit Price | Extended      |  |
| 5                | MBS                  | Mounting Bracket                                | 23.08      | 115.40        |  |
| 5                | TX30                 | Transformer                                     | 41.03      | 205.15        |  |
| 2                | 70138821             | Cable, Unshielded; 2; 18 AWG GRAY               | 317.72     | 635.44        |  |
| 1                | Labor Direct Install |                                                 | 8,249.62   | 8,249.62      |  |
|                  |                      | SITE 6: FIRE STATION ALERT RADIO & SOUND SYSTEM |            |               |  |

**Customer Approval:** \_\_\_\_\_

Account Manager: Bobby Thompson  
 Phone: 877-730-4339  
 Cell: 469-236-3743  
 Fax: 855-730-4339

Subtotal : \$15,745.93  
 Tax : \$0.00  
 Total Quote : \$15,745.93

**Crosspoint Communications Confidential & Proprietary**

### Trylon Tower Analysis: TA2848-1

The tower analysis was performed based on the wind speed, antenna and line loading parameters provided. Please note that the software used for this analysis depends on users supplying accurate antenna data, wind speed and other critical input parameters. Trylon assumes no liability for inaccurate user assumptions or any tower failures as a result thereof.

**Please review this tower set-up to ensure it matches with the final tower design.**

Upon completion it was seen that the tower under study, **PASSED** TIA-222-G with the below listed design parameters, and equipment attached.

| Trylon Tower       |               | Design Parameters               |                         |
|--------------------|---------------|---------------------------------|-------------------------|
| Tower Height:      | 50 ft         | Design Code:                    | TIA-222-G               |
| Model Designation: | S100          | Max. Basic Wind Speed:          | 90 mph                  |
| Tower Line:        | SuperTitanKD  | Max. Basic Wind Speed with Ice: | 30 mph                  |
| Part Number:       | 5.94.0100.050 | Max. Design Ice Thickness:      | 0.75 in.                |
|                    |               | Service Wind Speed:             | 60 mph                  |
|                    |               | Exposure Category:              | C (Open terrain)        |
|                    |               |                                 |                         |
|                    |               | Topographic Category:           | 1 (No abrupt changes)   |
|                    |               | Reliability Category:           | II (Substantial hazard) |

| Project Data       |                                       |
|--------------------|---------------------------------------|
| Site Location:     | 3501 Teasley Dr., Corinth, Denton, TX |
|                    | 33° 7' 50.71" N                       |
|                    | 97° 3' 7.90" W                        |
| Designer Initials: | SF/MS                                 |

### Tower Loading

| Elev. (ft) | Qty | Fixture Type                                            | UPSA <sup>1</sup> (sqft) | TX Line Qty | TX Line Type | Mounted on  | Offset (ft) |
|------------|-----|---------------------------------------------------------|--------------------------|-------------|--------------|-------------|-------------|
| 50         | 1   | 44 in x 2 in omni +<br>8 ft x 2.375 in O.D support pipe | 0.6                      | 1           | 1/2 in       | Centre pipe | 0.5         |
| 40         | 3   | 44 in x 2 in omni <sup>2</sup>                          | 0.6                      | 3           | 1/2 in       | Leg         | 1           |
| 30         | 2   | 44 in x 2 in omni <sup>2</sup>                          | 0.6                      | 2           | 1/2 in       | Leg         | 1           |

<sup>1</sup>UPSA: Un-factored Projected Surface Area (each)

<sup>2</sup>Assumed mounted on Qty (5) 5.930.203.007 Trylon standoff mount.

### Results

Tower with the above noted loading is at **89%** Capacity.  
 Tower Maximum Tilt/Twist is **0.31 ° / 0.07 °**.

#### Factored Leg Foundation Loads

Max Download: 28.06 kips  
 Max Uplift: 23.56 kips  
 Max Shear: 1.28 kips

#### Factored Global Foundation Loads

Max Axial: 1.41 kips  
 Max OTM: 53.51 kipsft  
 Max Shear: 1.97 kips

### P.E. Stamped Drawings:

If P.E. Stamped Drawings are required for this tower then we require a Geotechnical Report be provided to ensure a proper foundation design – If one is not available we will assume Normal Dry Soil conditions.

# 50FT S100 SUPERTITAN TOWER

12" H/H

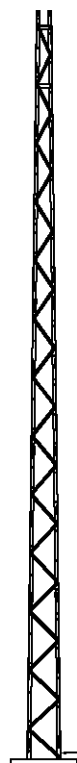
28" H/H

28" H/H

21" H/H

24" H/H

27" H/H



TOP SECTION #1

|             |                                                         |        |         |                       |        |         |
|-------------|---------------------------------------------------------|--------|---------|-----------------------|--------|---------|
| U<br>S<br>A | MAXIMUM ALLOWABLE ANTENNA AREA - PER TIA/EIA 222 REV. F |        |         |                       |        |         |
|             | WIND VELOCITY RATINGS                                   |        |         |                       |        |         |
|             | NO ICE (ROUND/FLAT)                                     |        |         | 1/2" ICE (ROUND/FLAT) |        |         |
|             | 70 mph                                                  | 90 mph | 100 mph | 70 mph                | 90 mph | 100 mph |
|             | 22/15                                                   | 3/2    | --/--   | 19/13                 | 1/--   | --/--   |

SECTION #2

**FOUNDATION LOADS:**  
 MAX. OVERTURNING MOMENT (K\*FT) =  
 MAX. SHEAR (kips) =  
 MAX. AXIAL (kips) =

SECTION #3

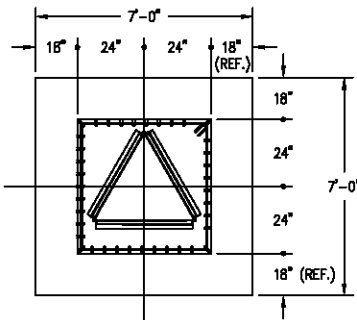
|             |                                                                           |            |             |                               |       |      |
|-------------|---------------------------------------------------------------------------|------------|-------------|-------------------------------|-------|------|
| U<br>S<br>A | MAXIMUM ALLOWABLE ANTENNA AREA - PER TIA/EIA 222 REV. G, CLASS 1 (NO ICE) |            |             |                               |       |      |
|             | WIND VELOCITY RATINGS                                                     |            |             |                               |       |      |
|             | 90 mph 3sg                                                                | 110mph 3sg | 120 mph 3sg | 3sg = 3 SECOND GUST WINDSPEED |       |      |
|             | 75 mph FM                                                                 | 90 mph FM  | 100 mph FM  | FM = FASTEST MILE WINDSPEED   |       |      |
|             | ROUND                                                                     | FLAT       | ROUND       | FLAT                          | ROUND | FLAT |
| 27          | 19                                                                        | 10         | 7           | 5                             | 3     |      |

SECTION #4

**FOUNDATION LOADS:**  
 MAX. OVERTURNING MOMENT (K\*FT) =  
 MAX. SHEAR (kips) =  
 MAX. AXIAL (kips) =

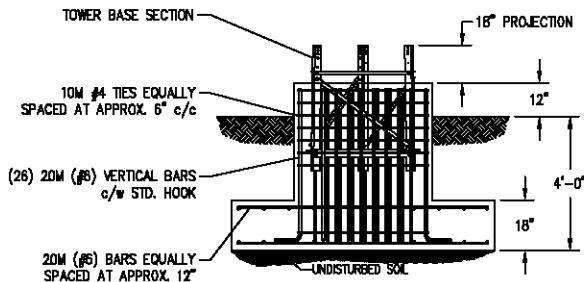
SECTION #5

5' EMBEDMENT SECTION INCLUDED IN KITS



| CUBIC YARDS OF CONCRETE |                |            |
|-------------------------|----------------|------------|
| PAD CONC VOL.           | PIER CONC VOL. | TOTAL VOL. |
| 2.7                     | 2.1            | 4.8        |

**FOUNDATION DESIGN (NORMAL DRY SOIL)**  
 DESIGN ASSUMES THAT FROST DEPTH IS LESS THAN 4'-0"



| REV. | BY: | CHK. | DESCRIPTION | DATE |
|------|-----|------|-------------|------|
|      |     |      |             |      |
|      |     |      |             |      |

REFERENCE DRAWINGS:

| DRAWING NUMBER | DRAWING NUMBER |
|----------------|----------------|
|                |                |
|                |                |
|                |                |
|                |                |
|                |                |

CONFIDENTIAL: ALL INTELLECTUAL PROPERTY RIGHTS HEREIN ARE THE PROPERTY OF TRYLON INC. ALL DUPLICATION, REPRODUCTION, DISSEMINATION OR USE IS PROHIBITED WITHOUT WRITTEN CONSENT OF TRYLON INC. CUSTOMER:

**Trylon**

DRAWING NO. 000001.620.0161

DATE: 08 FEB 07 BY: CHC APP: 80,000

TITLE: 50FT S100 SUPERTITAN PROFILE

- NOTES: 1) KNOCK-DOWN PART NUMBER 5.94.0100.050.  
 2) PRE-ASSEMBLED PART NUMBER: 5.95.0100.050.  
 3) ANTENNA LOADS ARE CENTRALLY LOCATED AND BALANCED, 3-FT OR LESS ABOVE THE TOWER TOP.  
 4) WIND LOADING ASSUMES (1) 1/2" TRANSMISSION LINE PER 10 SQ.FT. OF ROUND MEMBER ANTENNA AREA.



September-26-17

## Trylon Tower Analysis TA2848-1

### Tower Details

|                   |                 |
|-------------------|-----------------|
| Tower Height (ft) | 50              |
| Tower Line        | SuperTitan (ST) |
| Model Designation | S100            |
| Tower Part Number | 5.94.0100.050   |

### Optional Accessories and Services

| Description                                                        | Quantity | Part Number   |
|--------------------------------------------------------------------|----------|---------------|
| Climbing Kit - Step-Bolt                                           | 1        | 4.98.0100.050 |
| Safety Climb Kit - 3/8in Cable - Leg Mounted (No Slider)           | 1        | 4.99.0485.050 |
| Anti Climb Shield/Mesh Kit                                         | 1        | 4.92.0001.005 |
| Grounding Kit                                                      | 1        | 4.91.0103.000 |
| Lightning Rod - 5' Long Copper Clad with Mount                     | 1        | 4.90.0200.C05 |
| TX Line Brackets - 4 lines maximum                                 | 15       | 4.84.0300.100 |
| Work Platform - Fits sections # 1 to 12HD                          | 1        | 4.88.0200.000 |
| Foundation Material                                                | N/A      | INTEGRAL      |
| USA P.E. Stamped Dwg<br>Tower Profile and Standard Foundation      | 1        | 4.77.0101.100 |
| Canada P.Eng Stamped Dwg<br>Tower Profile and Standard Foundation* | 1        | 4.77.0101.200 |

\*SITE SPECIFIC WIND REPORT required for P.Eng Stamped Drawings (Canada ONLY)



**Corinth, City of  
Fire Department**

**9-29-2017**

This document serves as Crosspoint Communications Inc.'s response to the proposal request for the installation of a 50' Tower located at the new Corinth Public Safety Facility.

**Crosspoint Communications Inc. Statement of Work**

**Trylon 50' Super Titan Tower Installation**

**Tower Installation**

Install 50' Trylon Super Titan Tower at location specified during site visits

Includes:

Antennas, antenna side arms and Coax to entry port.

Tower Grounding and bonding to building structure ground system.

Crane Rental required for location to be installed

P.ENG. Stamped Drawing Package, SUPERTITAN.

| <b>Description</b>                               | <b>Cost</b>         |
|--------------------------------------------------|---------------------|
| <b>50' Trylon Super Titan Tower Installation</b> | <b>\$ 28,880.24</b> |

System installation will be performed in accordance with Motorola R56 FNE Standards.

Crosspoint Communications to supply all miscellaneous install hardware such as nuts, bolts, etc.

Any work that is required to complete this project not described in this statement of work will be considered above the scope of this proposal and subject to re-quotation. If you have any questions you can contact me at (972) or (817) 730-4339, Ext. 1744

**Thank You,**

**Steve LePrell**

**Projects Department  
Crosspoint Communications Inc.**

---

**Installation Price Break down**

|    |                                                 |             |
|----|-------------------------------------------------|-------------|
| 1  | 50', SUPERTITAN, COMPLETE                       | \$3,122.30  |
| 1  | step-bolt kit, 50'                              | \$520.41    |
| 1  | safety cable kit, UP TO 50'                     | \$1,084.90  |
| 1  | grounding kit, SUPER TITAN                      | \$95.51     |
| 1  | Super Titan lightning rod,                      | \$231.43    |
| 15 | transmission line bracket                       | \$20.81     |
| 1  | P.ENG. STAMPED DWG PKG, SUPERTITAN              | \$1,959.19  |
| 1  | Tower Foundation Ground System and Installation | \$21,554.29 |

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Lake Cities Soccer Assocaitaion 2018 Co-Sponsorship Agreement

**Submitted For:** Cody Collier, Director

**Submitted By:** Cody Collier, Director

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

---

**AGENDA ITEM**

Consider and act on approval of calendar year 2018 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City sponsors associations that coordinate and promote planned athletic activities within the City of Corinth in an effort to provide our Citizens the opportunity to participate in quality recreational sports programs.

The Lake Cities Soccer Association is a non-profit, tax-exempt organization that operates recreational soccer youth programs. The sponsorship agreement provides that the association may utilize public athletic facilities that are provided and maintained by the City at no cost to the Association. In consideration for the use of those facilities, the Association agrees to abide by the standards, requirements, and guidelines established by the City for all recreational youth sports. The standards and requirements include, but are not limited to the following:

1. Recreational league play, which includes practices and games, must receive top priority when scheduling field allotments.
2. Maintain a minimum of 51 percent of the association active membership that must reside in Corinth.
3. Association will collect non-residential and participation fees on behalf of the City.
4. Will maintain budget and fiscal controls as established by the City.
5. Agrees to abide to the City's Sign Ordinance requirements regarding location, materials, and size.
6. Agrees to an independent financial audit by the City.
7. Agrees to comply with field usage ordinances as established by City Council.
8. Provide at least one representative from the association to attend Co-Sponsorship Group Meetings in April and September.

**RECOMMENDATION**

Staff recommends the City Council approve the Co-Sponsorship Agreement between the City and the Lake Cities Soccer Association.

---

**Attachments**

2018 LCSA Contract

---

**CITY OF CORINTH  
PARKS AND RECREATION DEPARTMENT  
2018 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 7<sup>th</sup> day of November, 2017, between the City of Corinth Parks and Recreation Department, herein called "City", and Lake Cities Soccer Association, herein called "Association".

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association may utilize public athletic facilities that are provided and maintained by, and at the cost of, the City except for those providing their own maintenance, which will be at the cost of the Association. In consideration for the use of those facilities, the Association hereby agrees to abide by the standards, requirements, and guidelines set forth below for all recreational youth sports. Failure to abide by these standards and guidelines may result in restriction of facility use or the termination of the Agreement.**

**SECTION 1. PREMISES AND FIELD ALLOCATION**

- 1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called "Premises" in accordance with the terms of this Agreement.
- 1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will in turn provide notification in writing to the Association of the reduction in fields.
- 1.03 The City has approved the following field assignments;
- Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, and Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside) and two adjoining concession stands.
  - Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
  - Soccer Association is assigned 3 soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over 1 soccer field reserved for City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use City field on weekends for games, the City will have the reserved field Monday through Friday. City will notify Association of field assignments one month prior to the start of each season. Association will notify City of field lay out, including placement of player benches, two weeks before the start of each season.
- 1.04 If fields are not in use, the City reserves the right to use them. If city has a rental and association wants to use fields priority goes to City rental when less than 48-hour notice is given.



- 1.05 The City also reserves the right to change field or concession assignments.
- 1.06 The Association may **NOT** sell or provide practice/game space to any other person, organization, team or company. All field rentals, other than Association recreational league practices and games must be requested and rented through the City Parks and Recreation Department. The Association is only allowed to provide its recreational and select team's practices. All other activities (tournaments, skills clinics, etc.) must be scheduled and approved through the Parks and Recreation Department. Additional fees may apply.
- 1.07 Any outside skills clinics must make field arrangements, with the Recreation Coordinator and Special Projects Manager. Any skills clinics being offered through the Association must provide documentation of instructor being part of the Association. Skills clinics are subject to additional fees for field usage.

## SECTION 2. SEASONS AND HOURS

- 2.01 The City determines all available field allocations and reserves the right to schedule any and all make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Recreation Coordinator and Special Projects Manager for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. Every Monday, the Parks and Recreation Department will print the week's calendar and use it to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event. Any practice or game entered with less than 48 hours' notice cannot be guaranteed lights or field prep.
- 2.04 Association shall submit to the Recreation Coordinator and Special Projects Manager all game and practice schedules in SAMS excel sheet. The form must include date, time, field, and team names. Failure to submit complete schedules at least three business days prior to the beginning of practice season and game season, and in required format, will result in delay of start of season. **Schedules must be submitted in complete form.** City will work with associations the first week of each season regarding scheduling that is outside of their control, example interlock scheduling. If practices are added after the initial SAMS import, league must enter practices themselves or send the City a list of just the practices that need to be added, in SAMS form.
- 2.05 The Premises are closed to reservations during the winter months of December and January and during the of the summer months of June and July.
- 2.06 Softball fields will be opened on Monday and Tuesday nights during the month of June for Softball and Baseball All-Star team practices.

- 2.07 The City will be renting the Baseball and Softball fields out to outside companies to host a number of tournaments throughout the year. Please refer to Exhibit C for dates of possible tournaments. During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association, baseball and softball.
- 2.08 The City will be working with a local charter school so they can use the fields as their home fields. City will schedule practice around league practice and games. However, there will be 4 home games during the spring season. City will work with school to ensure minimal impact on league play. Latest game start time will be 4:30pm with games ending by 6:30pm. City will enter game schedule into SAMS by the end of January to give ample notice. If other schools ask to use fields, City will work with league before scheduling games.
- 2.09 The City will be using different fields for special events throughout the year. All fields will be closed on Saturday, October 20, 2018 for Pumpkin Palooza. Fields will reopen on Sunday, October 21, 2018 at 1:00pm. Soccer fields will be closed on Saturday, March 24, 2018 from 7:00am – 12:00pm for Easterville.
- 2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours' notice in order to prepare the fields. If 48 hours' notice is not given, field prep and lights are not guaranteed. Games must be entered into SAMS.
- 2.11 City will maintain all fields on a daily basis after approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be marked on Fridays for the weekend, if requested by Association 10 days prior to the start of season. Additional field prep over the weekend is the responsibility of the Association.
- 2.12 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.
- 2.13 All games on the Premises must end by 10:00 p.m.
- 2.14 Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.
- 2.15 Association shall not schedule games on the Monday following a weekend tournament.
- 2.16 If the Association elects to have access to the game fields during the winter months, they may purchase and have delivered rye grass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow grass during the winter months.
- 2.17 If rye grass is actively growing, game fields will be open, however the restrooms will remain closed. Association will be responsible for providing port a potties. The fields will be closed if the grass is dormant, the rye grass does not germinate, or the grass dies.
- 2.18 Game fields will not be irrigated during the winter months due to freezing temperatures which will damage the irrigation systems.

2.19 The City is not responsible if the seed does not germinate or if the grass dies.

### SECTION 3. TOURNAMENTS AND CAMPS

3.01 Due to the increase in requests for field allocations to host co-sponsored tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be co-sponsored and the responsibility of the requesting groups when hosting these activities. **Please note that the Association is prohibited from subletting the Premises or transferring Co-Sponsorship Tournament privileges.**

3.02 Association Tournament Responsibilities:

For any tournament that an Association holds, the Association is responsible for all costs regarding the following:

1. Additional port-a-potty(s)
2. Additional bleacher placement (rental)
3. Dumpster fees (size of dumpster depends on size/length of tourney)
4. Additional temporary fencing or rental/installation

NOTE: In the event the above services are needed, Association shall submit a request to City at least 14 days before the tourney. City must approve the companies providing services 1-4, shown above, or the Association must pay the City to provide these services.

3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.
- c. To reserve the fields for league play tournament for calendar year 2018, requests must be submitted in writing to the Parks and Recreation Department by January 8, 2018. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- f. Association will be responsible for picking up trash. The City will provide extra trash bags, if needed.  
Association shall submit final tournament game schedules to the no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for calendar year 2018, requests must be submitted in writing to the Recreation Coordinator and Special Projects Manager by January 8, 2018. Additional tournament field requests will be subject to field availability.
- g. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- d. For tournaments that take place during the allowable season dates according to this Agreement, game field practices will be limited to one hour per team each week.
- e. Association will be allowed one fundraising tournament when the fields are closed during the month of June and July. For this tournament, no game field practice will be allowed.
- f. Association is responsible for picking up trash. The City will provide extra trash bags, if needed.

Association shall submit final tournament game schedule to the Recreation Coordinator and Special Projects Manager no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously rented, fields may be scheduled through the Recreation Coordinator and Special Projects Manager.
- b. Additional tournaments will be at the current rental rate of \$20/field/hour with no lights and \$50/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is cancelled for any reason.
- c. To reserve the fields for additional tournaments for calendar year 2017, requests must be submitted in writing to the Recreation Coordinator and Special Projects Manager by January 8, 2018. Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.

- f. City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags, if needed and requested.

Association shall submit final tournament game schedules to the Recreation Coordinator and Special Projects Manager no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

#### **SECTION 4. FIELD USAGE ORDINANCES**

The following requirements are mandated by City Ordinance and Association shall comply with them and require its members to comply with them when conducting any activity within the Corinth Parks system and the Premises:

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are: \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarette, e-cigarettes and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle or other vehicle over or through any park, except along and upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.
- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.
- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council. (Section 131.001 of the Corinth Code)

## SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises. Representative must be identifiable by something; hat, shirt, etc. Representation should be their sole job not be distracted by game or tournament, i.e. not coaching game. If no other representative is available, a coach can be the representative but that must take top priority over game and they should be able to leave game if needed.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's number, participant's resident City, team assigned to, and age group assigned to along with non-resident and participation fees on or before March 21<sup>st</sup> for Spring, and October 25<sup>th</sup> for Fall. See exhibit G to example is reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, as well as leadership of Association. Association agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.
- 5.05 It is recommended that all coaches complete a sport specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses, i.e. special uniforms, except for expenses associated with post season all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age grouping, divisions, or leagues, each group shall have equal priority to available field use time. No one team shall be allowed more than four hours' practice time per week.
- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate use of City athletic facilities and City Premises.

## SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 All players must have the same equal chance to make a select/club team.
- 6.03 When entering select/club team's practices into SAMS please include head coach's last name. Example Crushers Smith
- 6.04 Softball fields will be opened on Monday and Tuesday nights during the month of June for Softball and Baseball select/club team practices.
- 6.05 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.06 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.
- 6.07 It is recommended that no one team should be allowed more than four hours of practice time per week and these times should be outside of the Association's normal recreational practice schedule.
- 6.08 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.09 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.10 Each Association will be given 1 week during the month of July, to conduct tryouts. Tryout week must be agreed upon prior to the start of the season. Tryout week must be turned in with 2018 dates. Tryout schedule must be entered into SAMS 2 weeks prior the start of tryouts. Week must be made up of seven (7) consecutive business days. City fields will be closed on weekend for City run tournaments or events approved by the City.

## SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 9 for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps. Names of minor officials shall be redacted in any of the above financial reports.
- 7.02 To assure adequate fiscal control, the Association will:
  - a. Maintain a checking account.

- b. Not provide cash reimbursement in an amount over \$50.
  - c. Retain all cancelled checks and records for three years.
  - d. Require that checks over \$200 be signed by two current members of the Board.
  - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.
  - f. Conduct at least one Board meeting before each season; the meetings must be open to the public and announced on the Association's website at least one week prior to the meeting.
  - g. Provide written notice, in word document, to the Recreation Coordinator and Special Projects Manager of all upcoming board meetings, including location and start time.
  - h. Allow the Recreation Coordinator and Special Projects Manager to attend any board/officers meeting without notice.
  - i. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax exempt status.
  - j. Include a separate line item within the Association's financial reports for the payment of officials. Name of minor officials shall be redacted.
  - k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or other program that is approved by the City.
  - l. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.03 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.
- 7.04 The Association's documentation may be requested at any time and will be due to the Recreation Coordinator and Special Projects Manager within ten business days of the request.
- 7.05 To ensure the City is being good stewards with publicly funded fields, an independent financial audit of the Associations financial records by a firm hired by the City, will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

## **SECTION 8. COMMUNICATION**

- 8.01 The Corinth Recreation Coordinator and Special Projects Manager and Parks Manager will serve as the City staff liaisons for the Corinth Sports Associations. City staff and the representatives of all Corinth Associations will meet Wednesday, April 18, 2018, and Wednesday, September 5, 2018 at 4:30 p.m. at Public Works . At least one representative from the Association must be present at each scheduled meeting. If Association misses more than one meeting, it will be subject to dismissal, and the City may terminate this Agreement upon notice.



- 8.02 Associations; baseball, soccer and softball, are allowed to book one free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's Board meetings. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation Coordinator and Special Projects Manager. Associations will also be allowed to use the building once a season for draft days. Dates should be set 30 days in advance.
- 8.03 Softball association will be granted one extra free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's umpire meeting. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation Coordinator and Special Projects Manager.
- 8.04 Associations; baseball, soccer and softball, are allowed to book one free meeting per season at Crownover Recreation Center, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's parent meetings, or coaches meetings. The meetings shall not be used for individual team meetings, team parties, or practices. The point of contact from the Association should e-mail meeting room requests to the Recreation Coordinator and Special Projects Manager.
- 8.05 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.06 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.07 For questions regarding this Agreement, field availability, and field scheduling, please contact the Recreation Coordinator and Special Projects Manager, Melissa Dolan at 940-498-7508 or [Melissa.dolan@Cityofcorinth.com](mailto:Melissa.dolan@Cityofcorinth.com).
- 8.08 For questions or concerns regarding field maintenance, please contact the Parks Manager, Jason Cao, at 940-498-3248 or [jason.cao@cityofcorinth.com](mailto:jason.cao@cityofcorinth.com).
- 8.09 Each association shall appoint one person to be a point of contact for their respected association. There should be one point of contact with Jason for questions or concerns regarding field maintenance, and another point of contact, can be the same person, with Melissa for questions regarding field availability and scheduling. Please note that all communication needs to go through the point of contact that includes communication from players, parents and coaches.
- 8.10 Each association shall send an informational email/or post on website to all participants at the beginning of each season letting them know the appropriate chain of command. If coaches, or parents have issues, other than safety, then they should contact the board

directly. If a concern is sent directly to City staff from someone other than the assigned point of contact, we will respond to sender letting them know that all issues and concerns must first go through the association,

- 8.11 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Recreation Coordinator and Special Projects Manager.
- 8.12 All maintenance requests must be made in writing to Jason, submitted by the point of contact.
- 8.13 Association may also submit questions or concerns through the City's online report and concern module which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 9. DOCUMENTS, FEES AND OFFICERS**

- 9.01 The Association shall submit to the City a copy of its bylaws, 2018 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters; to include participant's number, resident city, team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due by the deadlines set forth in Exhibit B. Exhibit D and G show examples of what needs to be completed, electronic copy can be sent if requested.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.
- 9.03 A listing of these documents and fees with due dates is in Exhibit B, attached and incorporated herein.

### **SECTION 10. INSURANCE AND INDEMNIFICATION**

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.
- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association must submit a new certificate within 10 business days of the expiration date.
- 10.04 The policy must name the City, its officers and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept

a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.

- 10.05 The Association agrees to protect, indemnify and hold harmless and defend the City, its officers, agents, servants and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.

### **SECTION 11. IMPACT, NONRESIDENT AND ENHANCEMENT FEES**

- 11.01 The Association shall collect a nonresident registration fee in addition to all other fees required to participate. The Association must pay a \$10 fee for each nonresident player, per season, as required by City Ordinance (Ordinance No.13-07-18-13). All non-resident players utilizing City fields will be charged this fee. This fee will be due on March 21, 2018 for the spring season and October 25, 2018 for the fall season.

- 11.02 The Association will pay a participation fee of \$10 per child per season for recreational and select players and \$10 per child per season for select players. These fees shall be submitted to the City of Corinth on or before March 21, 2018 for the spring season and on or before October 25, 2018 for the fall season.

### **SECTION 12. CONCESSIONS**

- 12.01 The Association may operate concession stands only in compliance with this section and in regular season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands then no concessions will be provided as the City will not make other arrangements.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal laws. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week prior to the concession stand opening.
- 12.05 Association's operators must comply with City of Corinth Ordinance No. 04-05-27-07 regulating food establishments. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued once a year, spring for softball and fall for baseball and soccer. The permit fee, \$100, is due to the Corinth Building Permit Department seven business days prior to the start of the season.

- 12.06 Once permit fee has been paid Association will need to set up a health inspection, information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the season. Failure to do so may result in delay of opening concession stand.
- 12.07 All board members who are working the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass the Texas Food Handlers Training, <http://www.trainingnow.com>. Upon completion of training program, provide a copy of the certificate to the City of Corinth Permit Technician, via email, [permits@cityofcorinth.com](mailto:permits@cityofcorinth.com), or in person at City Hall. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
- 12.08 There must be a board member working the concession stand, who has a Food Handlers Permit, to supervise volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand on a daily basis including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
- 12.10 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.11 The Association shall pay a fee of \$860 per stand for the privilege of operating a stand. Payment is due by March 21, 2018. In addition to concession stand fee, association shall pay a \$100 non-refundable deposit.
- 12.12 All concession stands must maintain a complete first aid kit at the stand.
- 12.13 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents.
- 12.14 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure or the building such as electrical wiring, plumbing, and other structural components. Association is responsible for notifying the City immediately if there is an issue with the equipment.
- 12.15 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.
- 12.16 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.

- 12.17 The Association shall be responsible for adequate and proper security of the building. Alarm systems and other security devices are optional and will be installed/maintained by the Association, with prior approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If building needs to be rekeyed, the City will do so, at the cost to Association, up to once a year.
- 12.18 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

### **SECTION 13. FIELD LIGHTS**

- 13.01 The City of Corinth Public Works Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers, so that if practice is cancelled, ends earlier, or any other reason and the lights are not needed, the Association can turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset and will be shut off 15 minutes after the schedule practice or game.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Public Works Department at (940) 498-3253 or complete a "Report a Concern" form, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 14. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE**

- 14.01 The Association shall submit to the Parks Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work.
- 14.02. All communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes must be followed. Approval of the proposed improvements or construction shall rest solely with the City. These requests must be submitted to at least 30 days in advance.
- 14.03 Permanent structures shall become the property of the City.

### **SECTION 15. SPONSORSHIPS AND SIGNAGE/BANNERS**

- 15.01 For season advertising, an Association must have an approved co-sponsorship agreement executed by the City.
- 15.02 Sponsorships agreements may only be within term of this contract; January 1, 2018 – December 31, 2018 and shall not be valid thereafter.
- 15.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.

1. Yard signs may be displayed for any 4 weeks prior to the registration deadline, dates must first be approved by the Parks and Recreation Department. Signs may not be displayed until approved in writing one week prior to signs being displayed.
2. The yard signs shall not be greater than 6 sq. feet.
3. City logo must be visible from street, minimum of 5 x 6 inches. Any sign posted without the City of Corinth Logo will be removed by the City.
4. There must be a minimum of 1,000 feet between each sign.
5. Permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with their permission, if needed.
6. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).
7. The provisions set forth in this section will be enforced by the City of Corinth Code Enforcement Department.

15.04 Sponsorship advertisements must be reviewed and approved by the City before they may be placed on any park property. The advertisements must comply with the following:

1. They must comply with all City Codes. Signage may not face streets.
2. The Parks Manager must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.
6. Signs must be properly secured to fence and remain well maintained i.e. no rips or sides of banner hanging down. If banners are not properly secured or well taken care of, the City will remove signs.
7. Signs must be taken down between seasons. League has 2 weeks from last game to remove signs.
8. Event sponsors must be pre-approved by the City to ensure there is not a conflict with the field, park or facility naming rights.

9. Event signs and banners and locations for display must be pre-approved by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.

10. Association agrees the City is not responsible for any damage to the signs or banners.

### **SECTION 16. STORAGE CLOSETS**

- 16.01 Baseball Association is assigned the storage closet attached to concession stand # 2 located between fields 6 and 7 as well as storage closet attached to concession stand #1 by field 4.
- 16.02 Softball Association is assigned the storage closet attached to the softball complex concession stand.
- 16.03 Soccer Association is assigned the storage closet attached to the soccer complex concession stand.
- 16.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of their contents on premises.
- 16.05 AED machine will be placed in storage closet so Associations can access machine at all time. If storage area is not secured the negligent party will be responsible for any lost or damaged equipment.
- 16.06 City will have a shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 16.07 Association is responsible for keeping closet clean and area around irrigation boxes accessible. Staff needs to be able to access irrigation boxes and cleaning rack.
- 16.08 Per fire code electrical closet is to remain empty at all times. Placing anything in closet is subject to fine/penalties by the Fire Marshall.
- 16.09 Association will be given keys to their respected storage closet(s). Association agrees to maintain updated records of key log, when keys were given out and returned, and submit copies of these records to the City upon request.

### **SECTION 17. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES**

- 17.01 The following are reasons for athletics field closure or postponement:
- a. Fields are too wet for play.
  - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
  - c. Maintenance, renovation, or construction conditions exist.

- 17.02 The Rainout line, (940) 498-3221, will be updated and “Notify Me” alert will be activated by 4 p.m. on weekdays when conditions are questionable. If fields are in question over the weekend, an alert will be sent out by 7:00 a.m. If inclement weather occurs after this time, it will be up to the Association’s discretion for play, unless otherwise noted on the rainout line.
- 17.03 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared and lights not activated if notice is not given.

**SECTION 18. MAINTENANCE STANDARDS FOR PREMISES**

- 18.01 City shall maintain quality turf areas, which includes mowing, weed control, fertilizing, and herbicide spraying as allowed by the City’s Budget.
- 18.02 The City may request additional funds from the Associations to help pay for the turf over seeding of perennial rye grass each fall.
- 18.03 The City shall prepare and line fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 18.04 The City shall maintain all bleachers.
- 18.05 The City shall maintain all shade structures.
- 18.06 The City shall provide and maintain all area and field lighting systems.
- 18.07 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 18.08 The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
- 18.09 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 3 – February 12 for winterization, depending on the severity of winter
- 18.10 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 12.08 for collection of litter at concessions.)
- 18.11 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.12 If, within the City’s judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 18.13 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.



- 18.14 No “ball toss” or “soft pitch” batting practice is allowed into any chain link fence fabric on the premises.
- 18.15 Metal cleats will be permitted at Corinth Community Park Baseball field 4 and Softball fields 1 -3 only. Metal cleats are not allowed on any other City of Corinth field.

### **SECTION 19. UNLAWFUL ACTIVITIES**

- 19.01 The Association shall not engage in any activities on the Premises, which violate any existing state, federal, local law or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

### **SECTION 20. ADULT SOFTBALL**

- 20.01 Softball Association agrees to run Adult men’s and coed softball throughout the year.
- 20.02 Association shall complete Exhibit F – completing season dates, registration report electronic copy can be sent if requested.
- 20.03 Association will follow the same rules and regulations set forth in this contract.
- 20.04 Association will submit all paperwork and follow deadlines set forth in this contract.
- 20.05 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment along with team registration report will be due to the City 30 days after the close of each season registration.

### **SECTION 21. EXHIBITS**

- 21.01 The City and the Association agree that the exhibits attached to this Agreement are incorporated into the Agreement as if set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits are:

- Exhibit A – Field Allocation and Season Dates
- Exhibit B – Schedule of Required Documents and Deadlines
- Exhibit C - 2018 Proposed Tournament Dates
- Exhibit D – 2018 Dates
- Exhibit E – Co-Sponsorship Growth Application
- Exhibit F – Adult softball dates
- Exhibit G – Final Player Roster

### **SECTION 22. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES**

- 22.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received and may terminate this Agreement.

22.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Recreation Coordinator and Special Projects Manager at the following address:

Recreation Coordinator and Special Projects Manager  
Corinth Parks and Recreation Department  
3300 Corinth Parkway  
Corinth, Texas 76208  
Phone (940) 498-7508  
e-mail: melissa.dolan@cityofcorinth.com

**SECTION 23. TERM**

The Association will sign an Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed annually for all current Corinth Association members. This Agreement is effective January 1, 2018 through December 31, 2018. Thereafter, the Agreement must be renewed prior to the Association advertising and taking registration for a new season.

**SECTION 24. AGREEMENT APPROVAL**

The persons executing the Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association, warrant that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

**SECTION 25. DEFAULT AND TERMINATION**

If the Association violates any term of the Agreement, or if fails to timely pay an invoice submitted for a service provided under this Agreement, the City may declare the Association in default and terminate or suspend the Agreement, upon 10 days written notice. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses their co-sponsorship status, they will forfeit all rights to co-sponsored use of all athletic fields, concession privileges, and field lights. Notices are deemed effective upon mailing or personal delivery.

Signature: Fabiano Silva City Representative: \_\_\_\_\_  
Association: Lake Cities Soccer Title: \_\_\_\_\_  
Date: 1/7-2017 Date: \_\_\_\_\_

Exhibit "A"  
 FIELD ALLOCATION AND SEASON DATES  
 2018

| Association          | Location                              | Dates                                                                                                                                                                |
|----------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Baseball Association | Baseball Fields 4-9                   | Spring February 12 <sup>th</sup> – June 3 <sup>rd</sup><br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup>                                                     |
|                      | Backstops 1 – 2                       | January 1 <sup>st</sup> – December 31 <sup>st</sup>                                                                                                                  |
|                      | Multi-Purpose Fields 1-4<br>Southside | Spring February 13 <sup>th</sup> – June 2 <sup>nd</sup><br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup>                                                     |
| Softball Association | Softball Fields 1 – 3                 | Spring February 13 <sup>th</sup> – June 2 <sup>nd</sup><br>Monday/Tuesday night during the<br>month of June<br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup> |
|                      | Backstops 1 – 2                       | January 1 <sup>st</sup> – December 31 <sup>st</sup>                                                                                                                  |
| Soccer Association   | Soccer Fields 3 of 4 fields           | Spring February 12 <sup>th</sup> – June 3 <sup>rd</sup><br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup>                                                     |

## Exhibit "B"

### SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

2018

1. **January 8** - Association bylaws, board member names, addresses and phone numbers due.
2. **January 8** - Point of contact for Jason, field issues and Melissa, field availability due
3. **January 8** - Dates for 2018; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **January 8** - Schedule of upcoming board meetings due with Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 8** – Financial statements from previous year.
6. **One week prior to first practice** - Proof of Insurance due.
7. **3 business days prior to first practice** - Practice schedule due in SAMS calendar form.
8. **3 business days prior to first game** – Game schedule due in SAMS calendar form.
9. **One week prior to concession stand opening** – Valid health permit and food handling card.
10. **March 21** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **October 25** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **October 18** –Co-Sponsorship growth application due if association is needing more field space. See Exhibit "E"

If City determines Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received, and may terminate this Agreement.

## **Exhibit “C”**

### **2018 PROPOSED TOURNAMENT DATES**

#### **Baseball and Softball Fields**

- February 17 – 18, 2018 – TNT Tournament
- February 25 – 26, 2018 – TNT Tournament
- March 2 – 4, 2018 – TNT Tournament
- March 24, 2018 – Soccer fields closed until 1:00pm for Easterville
- March 24 – 25, 2018 – Travel Sport
- March 31, 2018 – TNT Tournament
- April 6 – 8, 2018 – Triple Crown Sports
- April 14 – 15, 2018 – TNT Tournament\*
- April 28 – 29, 2018 – Travel Sports Baseball
- May 19 – 20, 2018 – TNT Tournament\*
- May 25 – 28, 2018 – Triple Crown Sports
- June 9 – 10, 2018 – TNT Tournament
- June 15 – 17, 2018 – Triple Crown Sports
- October 20, 2018 – All Fields closed for Pumpkin Palooza. Fields will reopen October 21, 2018 at 1:00pm

\* During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association.

**EXHIBIT D  
2018 Dates**

**Spring 2018**

|                                    |               |               |              |
|------------------------------------|---------------|---------------|--------------|
| Fields Open                        | Feb. 12, 2018 | Fields Close  | June 3, 2018 |
| Practice starts                    | _____         | Practice ends | _____        |
| Games start                        | _____         | Games end     | _____        |
| Tryouts (July)                     | _____         |               |              |
| Tournament Dates                   | _____         |               |              |
| Built in Bye Week                  | _____         |               |              |
| Draft Dates (if fields are needed) | _____         |               |              |

**Fall 2018**

|                                    |               |               |              |
|------------------------------------|---------------|---------------|--------------|
| Fields Open                        | July 30, 2018 | Fields Close  | Dec. 2, 2018 |
| Practice starts                    | _____         | Practice ends | _____        |
| Games start                        | _____         | Games end     | _____        |
| Tournament Dates                   | _____         |               |              |
| Draft Dates (if fields are needed) | _____         |               |              |

Point of Contact for Jason \_\_\_\_\_

Point of Contact for Melissa \_\_\_\_\_

**Schedule of Board Meetings**

| Date                | Meeting Location | Time  |
|---------------------|------------------|-------|
| January ____ 2018   | _____            | _____ |
| February ____ 2018  | _____            | _____ |
| March ____ 2018     | _____            | _____ |
| April ____ 2018     | _____            | _____ |
| May ____ 2018       | _____            | _____ |
| June ____ 2018      | _____            | _____ |
| July ____ 2018      | _____            | _____ |
| August ____ 2018    | _____            | _____ |
| September ____ 2018 | _____            | _____ |
| October ____ 2018   | _____            | _____ |
| November ____ 2018  | _____            | _____ |
| December ____ 2018  | _____            | _____ |



**Exhibit "E"**  
**CITY OF CORINTH**  
**CO-SPONSORSHIP GROWTH APPLICATION**

|                                                                                                                                                                               |                        |                                                                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------|--|
| <b>Section 1: ASSOCIATION INFORMATION</b>                                                                                                                                     |                        | Is association a registered non-profit organization:<br>Yes or No |  |
| Association Full Name:                                                                                                                                                        | Tax ID:                |                                                                   |  |
| Street Address:                                                                                                                                                               | Contact Name:          | Contact Phone Number:                                             |  |
| City, State, Zip Code:                                                                                                                                                        | Contact Email Address: |                                                                   |  |
| <b>SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE</b>                                                                               |                        |                                                                   |  |
|                                                                                                                                                                               |                        |                                                                   |  |
| <b>SECTION 3: ASSOCIATION REQUIREMENTS</b>                                                                                                                                    |                        |                                                                   |  |
| <b>A. Participant Information:</b>                                                                                                                                            |                        |                                                                   |  |
| How many participants does your association service?                                                                                                                          | Fall:                  | Spring:                                                           |  |
| How many participants are Corinth residents?                                                                                                                                  | Fall:                  | Spring:                                                           |  |
| Anticipated growth, residents?                                                                                                                                                | Fall:                  | Spring:                                                           |  |
| Anticipated growth, non-residents?                                                                                                                                            | Fall:                  | Spring:                                                           |  |
| <b>B. Field Requirements:</b>                                                                                                                                                 |                        |                                                                   |  |
| Current field(s) assignment?                                                                                                                                                  | Fall:                  | Spring:                                                           |  |
| What additional field(s) would your association need access to?                                                                                                               | Fall:                  | Spring:                                                           |  |
| Does your association require access to lighted fields?                                                                                                                       | Fall:                  | Spring:                                                           |  |
| How many days a week would your association need access to the fields?                                                                                                        | Fall:                  | Spring:                                                           |  |
| What times would your association need access to the fields?                                                                                                                  | Fall:                  | Spring:                                                           |  |
| What dates would the association need access to the fields for practice, games, playoffs, etc.                                                                                | Fall:                  | Spring:                                                           |  |
| <b>Association President:</b> _____ <b>Date:</b> _____<br><p style="text-align: center;"><i>Please submit application and requested documentation by October 1, 2018.</i></p> |                        |                                                                   |  |

**EXHIBIT F**

**Adult Softball**

| <b>2018 Dates</b>    |       |
|----------------------|-------|
| <b>Spring Season</b> | Dates |
|                      |       |
| Registration Closes  |       |
| Payment Due to City  |       |
| Men's Season Starts  |       |
| Coed Season Starts   |       |
| Men's Season Ends    |       |
| Coed's Season Ends   |       |
|                      |       |
| <b>Summer Season</b> |       |
|                      |       |
| Registration Closes  |       |
| Payment Due to City  |       |
| Men's Season Starts  |       |
| Coed Season Starts   |       |
| Men's Season Ends    |       |
| Coed's Season Ends   |       |
|                      |       |
| <b>Fall Season</b>   |       |
|                      |       |
| Registration Closes  |       |
| Payment Due to City  |       |
| Men's Season Starts  |       |
| Coed Season Starts   |       |
| Men's Season Ends    |       |
| Coed's Season Ends   |       |

| <b>Adult Softball Team Registration Report - Summer</b> |         |            |          |
|---------------------------------------------------------|---------|------------|----------|
| Coach                                                   | Team    | League     | Division |
| Smith                                                   | Rangers | Adult Men  | 2        |
| Johnson                                                 | Tigers  | Adult Coed | 1        |



**EXHIBIT G**

**Final Player Roster**

|   | <b>Participant's #</b> | <b>City</b>      | <b>Team Assigned to</b> | <b>Age Group Assigned to</b> |
|---|------------------------|------------------|-------------------------|------------------------------|
| 1 | 15486                  | Denton           | Eagles                  |                              |
| 2 | 15495                  | Corinth          | Crushers                |                              |
| 3 | 35648                  | Corinth          | Lady Rebels             |                              |
| 4 | 18439                  | Highland Village | Butterflies             |                              |
| 5 | 48753                  | Lewisville       | Lighting                |                              |
|   |                        |                  |                         |                              |
|   |                        |                  |                         |                              |
|   |                        |                  |                         |                              |
|   |                        |                  |                         |                              |

**Final Player Roster Total**

|  | <b>City</b>      | <b>Total</b> |  |  |
|--|------------------|--------------|--|--|
|  | Denton           | 1            |  |  |
|  | Corinth          | 2            |  |  |
|  | Highland Village | 1            |  |  |
|  | Lewisville       | 1            |  |  |
|  |                  |              |  |  |
|  |                  |              |  |  |
|  | <b>Total</b>     | <b>5</b>     |  |  |

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Lake Cities Girls Softball Association 2018 Co-Sponsorship Agreement

**Submitted For:** Cody Collier, Director

**Submitted By:** Cody Collier, Director

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

---

**AGENDA ITEM**

Consider and act on approval of calendar year 2018 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball, adult softball and youth baseball.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City sponsors associations that coordinate and promote planned athletic activities within the City of Corinth in an effort to provide our Citizens the opportunity to participate in quality recreational sports programs.

The Lake Cities Girls Softball Association is a non-profit, tax-exempt organization that operates both recreational softball and baseball youth programs. The sponsorship agreement provides that the association may utilize public athletic facilities that are provided and maintained by the City at no cost to the Association. In consideration for the use of those facilities, the Association agrees to abide by the standards, requirements, and guidelines established by the City for all recreational youth sports. The standards and requirements include, but are not limited to the following:

1. Recreational league play, which includes practices and games, must receive top priority when scheduling field allotments.
2. Maintain a minimum of 51 percent of the association active membership that must reside in Corinth.
3. Association will collect non-residential and participation fees on behalf of the City.
4. Will maintain budget and fiscal controls as established by the City.
5. Agrees to abide to the City's Sign Ordinance requirements regarding location, materials, and size.
6. Agrees to an independent financial audit by the City.
7. Agrees to comply with field usage ordinances as established by City Council.
8. Provide at least one representative from the association to attend Co-Sponsorship Group Meetings in April and September.

**RECOMMENDATION**

Staff recommends the City Council approve the Co-Sponsorship Agreement between the City and the Lake Cities Girls Softball Association.

---

**Attachments**

2018 LCGSA Contract

---

**CITY OF CORINTH  
PARKS AND RECREATION DEPARTMENT  
2018 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 13 day of November, 2017, between the City of Corinth Parks and Recreation Department, herein called "City", and Lake Cities Girls Softball Association, herein called "Association".

For and in consideration of the mutual undertakings herein set out, the parties agree as follows:

**The Association may utilize public athletic facilities that are provided and maintained by, and at the cost of, the City except for those providing their own maintenance, which will be at the cost of the Association. In consideration for the use of those facilities, the Association hereby agrees to abide by the standards, requirements, and guidelines set forth below for all recreational youth sports. Failure to abide by these standards and guidelines may result in restriction of facility use or the termination of the Agreement.**

**SECTION 1. PREMISES AND FIELD ALLOCATION**

- 1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called "Premises" in accordance with the terms of this Agreement.
- 1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will in turn provide notification in writing to the Association of the reduction in fields.
- 1.03 The City has approved the following field assignments;
  - Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, and Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside) and two adjoining concession stands.
  - Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
  - Soccer Association is assigned 3 soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over 1 soccer field reserved for City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use City field on weekends for games, the City will have the reserved field Monday through Friday. City will notify Association of field assignments one month prior to the start of each season. Association will notify City of field lay out, including placement of player benches, two weeks before the start of each season.
- 1.04 If fields are not in use, the City reserves the right to use them. If city has a rental and association wants to use fields priority goes to City rental when less than 48-hour notice is given.

- 1.05 The City also reserves the right to change field or concession assignments.
- 1.06 The Association may **NOT** sell or provide practice/game space to any other person, organization, team or company. All field rentals, other than Association recreational league practices and games must be requested and rented through the City Parks and Recreation Department. The Association is only allowed to provide its recreational and select team's practices. All other activities (tournaments, skills clinics, etc.) must be scheduled and approved through the Parks and Recreation Department. Additional fees may apply.
- 1.07 Any outside skills clinics must make field arrangements, with the Recreation Coordinator and Special Projects Manager. Any skills clinics being offered through the Association must provide documentation of instructor being part of the Association. Skills clinics are subject to additional fees for field usage.

## SECTION 2. SEASONS AND HOURS

- 2.01 The City determines all available field allocations and reserves the right to schedule any and all make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Recreation Coordinator and Special Projects Manager for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. Every Monday, the Parks and Recreation Department will print the week's calendar and use it to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event. Any practice or game entered with less than 48 hours' notice cannot be guaranteed lights or field prep.
- 2.04 Association shall submit to the Recreation Coordinator and Special Projects Manager all game and practice schedules in SAMS excel sheet. The form must include date, time, field, and team names. Failure to submit complete schedules at least three business days prior to the beginning of practice season and game season, and in required format, will result in delay of start of season. **Schedules must be submitted in complete form.** City will work with associations the first week of each season regarding scheduling that is outside of their control, example interlock scheduling. If practices are added after the initial SAMS import, league must enter practices themselves or send the City a list of just the practices that need to be added, in SAMS form.
- 2.05 The Premises are closed to reservations during the winter months of December and January and during the of the summer months of June and July.
- 2.06 Softball fields will be opened on Monday and Tuesday nights during the month of June for Softball and Baseball All-Star team practices.

- 2.07 The City will be renting the Baseball and Softball fields out to outside companies to host a number of tournaments throughout the year. Please refer to Exhibit C for dates of possible tournaments. During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association, baseball and softball.
- 2.08 The City will be working with a local charter school so they can use the fields as their home fields. City will schedule practice around league practice and games. However, there will be 4 home games during the spring season. City will work with school to ensure minimal impact on league play. Latest game start time will be 4:30pm with games ending by 6:30pm. City will enter game schedule into SAMS by the end of January to give ample notice. If other schools ask to use fields, City will work with league before scheduling games.
- 2.09 The City will be using different fields for special events throughout the year. All fields will be closed on Saturday, October 20, 2018 for Pumpkin Palooza. Fields will reopen on Sunday, October 21, 2018 at 1:00pm. Soccer fields will be closed on Saturday, March 24, 2018 from 7:00am – 12:00pm for Easterville.
- 2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours' notice in order to prepare the fields. If 48 hours' notice is not given, field prep and lights are not guaranteed. Games must be entered into SAMS.
- 2.11 City will maintain all fields on a daily basis after approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be marked on Fridays for the weekend, if requested by Association 10 days prior to the start of season. Additional field prep over the weekend is the responsibility of the Association.
- 2.12 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.
- 2.13 All games on the Premises must end by 10:00 p.m.
- 2.14 Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.
- 2.15 Association shall not schedule games on the Monday following a weekend tournament.
- 2.16 If the Association elects to have access to the game fields during the winter months, they may purchase and have delivered rye grass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow grass during the winter months.
- 2.17 If rye grass is actively growing, game fields will be open, however the restrooms will remain closed. Association will be responsible for providing port a potties. The fields will be closed if the grass is dormant, the rye grass does not germinate, or the grass dies.
- 2.18 Game fields will not be irrigated during the winter months due to freezing temperatures which will damage the irrigation systems.

2.19 The City is not responsible if the seed does not germinate or if the grass dies.

### SECTION 3. TOURNAMENTS AND CAMPS

3.01 Due to the increase in requests for field allocations to host co-sponsored tournaments and camps, and the added impact on personnel and operational budgets, the City will determine the types of tournaments and camps that will be co-sponsored and the responsibility of the requesting groups when hosting these activities. **Please note that the Association is prohibited from subletting the Premises or transferring Co-Sponsorship Tournament privileges.**

3.02 Association Tournament Responsibilities:

For any tournament that an Association holds, the Association is responsible for all costs regarding the following:

1. Additional port-a-potty(s)
2. Additional bleacher placement (rental)
3. Dumpster fees (size of dumpster depends on size/length of tourney)
4. Additional temporary fencing or rental/installation

NOTE: In the event the above services are needed, Association shall submit a request to City at least 14 days before the tourney. City must approve the companies providing services 1-4, shown above, or the Association must pay the City to provide these services.

3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.
- c. To reserve the fields for league play tournament for calendar year 2018, requests must be submitted in writing to the Parks and Recreation Department by January 8, 2018. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- f. Association will be responsible for picking up trash. The City will provide extra trash bags, if needed.

Association shall submit final tournament game schedules to the no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for calendar year 2018, requests must be submitted in writing to the Recreation Coordinator and Special Projects Manager by January 8, 2018. Additional tournament field requests will be subject to field availability.
- g. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- d. For tournaments that take place during the allowable season dates according to this Agreement, game field practices will be limited to one hour per team each week.
- e. Association will be allowed one fundraising tournament when the fields are closed during the month of June and July. For this tournament, no game field practice will be allowed.
- f. Association is responsible for picking up trash. The City will provide extra trash bags, if needed.

Association shall submit final tournament game schedule to the Recreation Coordinator and Special Projects Manager no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously rented, fields may be scheduled through the Recreation Coordinator and Special Projects Manager.
- b. Additional tournaments will be at the current rental rate of \$20/field/hour with no lights and \$50/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is cancelled for any reason.
- c. To reserve the fields for additional tournaments for calendar year 2017, requests must be submitted in writing to the Recreation Coordinator and Special Projects Manager by January 8, 2018. Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.

- f. City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags, if needed and requested.

Association shall submit final tournament game schedules to the Recreation Coordinator and Special Projects Manager no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

#### **SECTION 4. FIELD USAGE ORDINANCES**

The following requirements are mandated by City Ordinance and Association shall comply with them and require its members to comply with them when conducting any activity within the Corinth Parks system and the Premises:

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are: \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarette, e-cigarettes and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle or other vehicle over or through any park, except along and upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.
- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.
- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council. (Section 131.001 of the Corinth Code)



## SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises. Representative must be identifiable by something; hat, shirt, etc. Representation should be their sole job not be distracted by game or tournament, i.e. not coaching game. If no other representative is available, a coach can be the representative but that must take top priority over game and they should be able to leave game if needed.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's number, participant's resident City, team assigned to, and age group assigned to along with non-resident and participation fees on or before March 21<sup>st</sup> for Spring, and October 25<sup>th</sup> for Fall. See exhibit G to example is reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, as well as leadership of Association. Association agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.
- 5.05 It is recommended that all coaches complete a sport specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses, i.e. special uniforms, except for expenses associated with post season all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age grouping, divisions, or leagues, each group shall have equal priority to available field use time. No one team shall be allowed more than four hours' practice time per week.
- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate use of City athletic facilities and City Premises.

## SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 All players must have the same equal chance to make a select/club team.
- 6.03 When entering select/club team's practices into SAMS please include head coach's last name. Example Crushers Smith
- 6.04 Softball fields will be opened on Monday and Tuesday nights during the month of June for Softball and Baseball select/club team practices.
- 6.05 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.06 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.
- 6.07 It is recommended that no one team should be allowed more than four hours of practice time per week and these times should be outside of the Association's normal recreational practice schedule.
- 6.08 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.09 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.10 Each Association will be given 1 week during the month of July, to conduct tryouts. Tryout week must be agreed upon prior to the start of the season. Tryout week must be turned in with 2018 dates. Tryout schedule must be entered into SAMS 2 weeks prior the start of tryouts. Week must be made up of seven (7) consecutive business days. City fields will be closed on weekend for City run tournaments or events approved by the City.

## SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 9 for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps. Names of minor officials shall be redacted in any of the above financial reports.
- 7.02 To assure adequate fiscal control, the Association will:
  - a. Maintain a checking account.

- b. Not provide cash reimbursement in an amount over \$50.
  - c. Retain all cancelled checks and records for three years.
  - d. Require that checks over \$200 be signed by two current members of the Board.
  - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.
  - f. Conduct at least one Board meeting before each season; the meetings must be open to the public and announced on the Association's website at least one week prior to the meeting.
  - g. Provide written notice, in word document, to the Recreation Coordinator and Special Projects Manager of all upcoming board meetings, including location and start time.
  - h. Allow the Recreation Coordinator and Special Projects Manager to attend any board/officers meeting without notice.
  - i. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax exempt status.
  - j. Include a separate line item within the Association's financial reports for the payment of officials. Name of minor officials shall be redacted.
  - k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or other program that is approved by the City.
  - l. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.03 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.
- 7.04 The Association's documentation may be requested at any time and will be due to the Recreation Coordinator and Special Projects Manager within ten business days of the request.
- 7.05 To ensure the City is being good stewards with publicly funded fields, an independent financial audit of the Associations financial records by a firm hired by the City, will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

## **SECTION 8. COMMUNICATION**

- 8.01 The Corinth Recreation Coordinator and Special Projects Manager and Parks Manager will serve as the City staff liaisons for the Corinth Sports Associations. City staff and the representatives of all Corinth Associations will meet Wednesday, April 18, 2018, and Wednesday, September 5, 2018 at 4:30 p.m. at Public Works . At least one representative from the Association must be present at each scheduled meeting. If Association misses more than one meeting, it will be subject to dismissal, and the City may terminate this Agreement upon notice.

- 8.02 Associations; baseball, soccer and softball, are allowed to book one free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's Board meetings. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation Coordinator and Special Projects Manager. Associations will also be allowed to use the building once a season for draft days. Dates should be set 30 days in advance.
- 8.03 Softball association will be granted one extra free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's umpire meeting. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation Coordinator and Special Projects Manager.
- 8.04 Associations; baseball, soccer and softball, are allowed to book one free meeting per season at Crownover Recreation Center, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's parent meetings, or coaches meetings. The meetings shall not be used for individual team meetings, team parties, or practices. The point of contact from the Association should e-mail meeting room requests to the Recreation Coordinator and Special Projects Manager.
- 8.05 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.06 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.07 For questions regarding this Agreement, field availability, and field scheduling, please contact the Recreation Coordinator and Special Projects Manager, Melissa Dolan at 940-498-7508 or [Melissa.dolan@Cityofcorinth.com](mailto:Melissa.dolan@Cityofcorinth.com).
- 8.08 For questions or concerns regarding field maintenance, please contact the Parks Manager, Jason Cao, at 940-498-3248 or [jason.cao@cityofcorinth.com](mailto:jason.cao@cityofcorinth.com).
- 8.09 Each association shall appoint one person to be a point of contact for their respected association. There should be one point of contact with Jason for questions or concerns regarding field maintenance, and another point of contact, can be the same person, with Melissa for questions regarding field availability and scheduling. Please note that all communication needs to go through the point of contact that includes communication from players, parents and coaches.
- 8.10 Each association shall send an informational email/or post on website to all participants at the beginning of each season letting them know the appropriate chain of command. If coaches, or parents have issues, other than safety, then they should contact the board

directly. If a concern is sent directly to City staff from someone other than the assigned point of contact, we will respond to sender letting them know that all issues and concerns must first go through the association,

- 8.11 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Recreation Coordinator and Special Projects Manager.
- 8.12 All maintenance requests must be made in writing to Jason, submitted by the point of contact.
- 8.13 Association may also submit questions or concerns through the City's online report and concern module which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 9. DOCUMENTS, FEES AND OFFICERS**

- 9.01 The Association shall submit to the City a copy of its bylaws, 2018 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters; to include participant's number, resident city, team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due by the deadlines set forth in Exhibit B. Exhibit D and G show examples of what needs to be completed, electronic copy can be sent if requested.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.
- 9.03 A listing of these documents and fees with due dates is in Exhibit B, attached and incorporated herein.

### **SECTION 10. INSURANCE AND INDEMNIFICATION**

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.
- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association must submit a new certificate within 10 business days of the expiration date.
- 10.04 The policy must name the City, its officers and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept

a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.

- 10.05 The Association agrees to protect, indemnify and hold harmless and defend the City, its officers, agents, servants and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.

### **SECTION 11. IMPACT, NONRESIDENT AND ENHANCEMENT FEES**

- 11.01 The Association shall collect a nonresident registration fee in addition to all other fees required to participate. The Association must pay a \$10 fee for each nonresident player, per season, as required by City Ordinance (Ordinance No.13-07-18-13). All non-resident players utilizing City fields will be charged this fee. This fee will be due on March 21, 2018 for the spring season and October 25, 2018 for the fall season.
- 11.02 The Association will pay a participation fee of \$10 per child per season for recreational and select players and \$10 per child per season for select players. These fees shall be submitted to the City of Corinth on or before March 21, 2018 for the spring season and on or before October 25, 2018 for the fall season.

### **SECTION 12. CONCESSIONS**

- 12.01 The Association may operate concession stands only in compliance with this section and in regular season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands then no concessions will be provided as the City will not make other arrangements.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.
- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal laws. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week prior to the concession stand opening.
- 12.05 Association's operators must comply with City of Corinth Ordinance No. 04-05-27-07 regulating food establishments. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued once a year, spring for softball and fall for baseball and soccer. The permit fee, \$100, is due to the Corinth Building Permit Department seven business days prior to the start of the season.

- 12.06 Once permit fee has been paid Association will need to set up a health inspection, information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the season. Failure to do so may result is delay of opening concession stand.
- 12.07 All board members who are working the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass the Texas Food Handlers Training, <http://www.trainingnow.com>. Upon completion of training program, provide a copy of the certificate to the City of Corinth Permit Technician, via email, [permits@cityofcorinth.com](mailto:permits@cityofcorinth.com), or in person at City Hall. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
- 12.08 There must be a board member working the concession stand, who has a Food Handlers Permit, to supervisor volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand on a daily basis including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
- 12.10 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.11 The Association shall pay a fee of \$860 per stand for the privilege of operating a stand. Payment is due by March 21, 2018. In addition to concession stand fee, association shall pay a \$100 non-refundable deposit.
- 12.12 All concession stands must maintain a complete first aid kit at the stand.
- 12.13 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents.
- 12.14 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure or the building such as electrical wiring, plumbing, and other structural components. Association is responsible for notifying the City immediately if there is an issue with the equipment.
- 12.15 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.
- 12.16 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.

- 12.17 The Association shall be responsible for adequate and proper security of the building. Alarm systems and other security devices are optional and will be installed/maintained by the Association, with prior approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If building needs to be rekeyed, the City will do so, at the cost to Association, up to once a year.
- 12.18 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

### **SECTION 13. FIELD LIGHTS**

- 13.01 The City of Corinth Public Works Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers, so that if practice is cancelled, ends earlier, or any other reason and the lights are not needed, the Association can turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset and will be shut off 15 minutes after the schedule practice or game.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Public Works Department at (940) 498-3253 or complete a "Report a Concern" form, which can be found online at [www.cityofcorinth.com](http://www.cityofcorinth.com).

### **SECTION 14. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE**

- 14.01 The Association shall submit to the Parks Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items prior to the commencement of any work.
- 14.02. All communication regarding maintenance and/or field improvements may only be submitted with the Association's president's approval. All applicable City codes must be followed. Approval of the proposed improvements or construction shall rest solely with the City. These requests must be submitted to at least 30 days in advance.
- 14.03 Permanent structures shall become the property of the City.

### **SECTION 15. SPONSORSHIPS AND SIGNAGE/BANNERS**

- 15.01 For season advertising, an Association must have an approved co-sponsorship agreement executed by the City.
- 15.02 Sponsorships agreements may only be within term of this contract; January 1, 2018 – December 31, 2018 and shall not be valid thereafter.
- 15.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.



1. Yard signs may be displayed for any 4 weeks prior to the registration deadline, dates must first be approved by the Parks and Recreation Department. Signs may not be displayed until approved in writing one week prior to signs being displayed.
2. The yard signs shall not be greater than 6 sq. feet.
3. City logo must be visible from street, minimum of 5 x 6 inches. Any sign posted without the City of Corinth Logo will be removed by the City.
4. There must be a minimum of 1,000 feet between each sign.
5. Permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with their permission, if needed.
6. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).
7. The provisions set forth in this section will be enforced by the City of Corinth Code Enforcement Department.

15.04 Sponsorship advertisements must be reviewed and approved by the City before they may be placed on any park property. The advertisements must comply with the following:

1. They must comply with all City Codes. Signage may not face streets.
2. The Parks Manager must approve all signs and anchoring methods before installation occurs.
3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.
6. Signs must be properly secured to fence and remain well maintained i.e. no rips or sides of banner hanging down. If banners are not properly secured or well taken care of, the City will remove signs.
7. Signs must be taken down between seasons. League has 2 weeks from last game to remove signs.
8. Event sponsors must be pre-approved by the City to ensure there is not a conflict with the field, park or facility naming rights.

9. Event signs and banners and locations for display must be pre-approved by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.

10. Association agrees the City is not responsible for any damage to the signs or banners.

### **SECTION 16. STORAGE CLOSETS**

- 16.01 Baseball Association is assigned the storage closet attached to concession stand # 2 located between fields 6 and 7 as well as storage closet attached to concession stand #1 by field 4.
- 16.02 Softball Association is assigned the storage closet attached to the softball complex concession stand.
- 16.03 Soccer Association is assigned the storage closet attached to the soccer complex concession stand.
- 16.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of their contents on premises.
- 16.05 AED machine will be placed in storage closet so Associations can access machine at all time. If storage area is not secured the negligent party will be responsible for any lost or damaged equipment.
- 16.06 City will have a shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 16.07 Association is responsible for keeping closet clean and area around irrigation boxes accessible. Staff needs to be able to access irrigation boxes and cleaning rack.
- 16.08 Per fire code electrical closet is to remain empty at all times. Placing anything in closet is subject to fine/penalties by the Fire Marshall.
- 16.09 Association will be given keys to their respected storage closet(s). Association agrees to maintain updated records of key log, when keys were given out and returned, and submit copies of these records to the City upon request.

### **SECTION 17. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES**

- 17.01 The following are reasons for athletics field closure or postponement:
- a. Fields are too wet for play.
  - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
  - c. Maintenance, renovation, or construction conditions exist.

- 17.02 The Rainout line, (940) 498-3221, will be updated and “Notify Me” alert will be activated by 4 p.m. on weekdays when conditions are questionable. If fields are in question over the weekend, an alert will be sent out by 7:00 a.m. If inclement weather occurs after this time, it will be up to the Association’s discretion for play, unless otherwise noted on the rainout line.
- 17.03 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared and lights not activated if notice is not given.

**SECTION 18. MAINTENANCE STANDARDS FOR PREMISES**

- 18.01 City shall maintain quality turf areas, which includes mowing, weed control, fertilizing, and herbicide spraying as allowed by the City’s Budget.
- 18.02 The City may request additional funds from the Associations to help pay for the turf over seeding of perennial rye grass each fall.
- 18.03 The City shall prepare and line fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 18.04 The City shall maintain all bleachers.
- 18.05 The City shall maintain all shade structures.
- 18.06 The City shall provide and maintain all area and field lighting systems.
- 18.07 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 18.08 The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
- 18.09 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 3 – February 12 for winterization, depending on the severity of winter
- 18.10 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 12.08 for collection of litter at concessions.)
- 18.11 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.12 If, within the City’s judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 18.13 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.

18.14 No “ball toss” or “soft pitch” batting practice is allowed into any chain link fence fabric on the premises.

18.15 Metal cleats will be permitted at Corinth Community Park Baseball field 4 and Softball fields 1 -3 only. Metal cleats are not allowed on any other City of Corinth field.

### **SECTION 19. UNLAWFUL ACTIVITIES**

19.01 The Association shall not engage in any activities on the Premises, which violate any existing state, federal, local law or use the Premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

### **SECTION 20. ADULT SOFTBALL**

20.01 Softball Association agrees to run Adult men’s and coed softball throughout the year.

20.02 Association shall complete Exhibit F – completing season dates, registration report electronic copy can be sent if requested.

20.03 Association will follow the same rules and regulations set forth in this contract.

20.04 Association will submit all paperwork and follow deadlines set forth in this contract.

20.05 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment along with team registration report will be due to the City 30 days after the close of each season registration.

### **SECTION 21. EXHIBITS**

21.01 The City and the Association agree that the exhibits attached to this Agreement are incorporated into the Agreement as if set out in their entirety. Such exhibits may be modified in accordance with the terms and conditions stated herein. A revised copy shall be provided to all parties. Exhibits are:

- Exhibit A – Field Allocation and Season Dates
- Exhibit B – Schedule of Required Documents and Deadlines
- Exhibit C - 2018 Proposed Tournament Dates
- Exhibit D – 2018 Dates
- Exhibit E – Co-Sponsorship Growth Application
- Exhibit F – Adult softball dates
- Exhibit G – Final Player Roster

### **SECTION 22. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES**

22.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received and may terminate this Agreement.

22.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Recreation Coordinator and Special Projects Manager at the following address:

Recreation Coordinator and Special Projects Manager  
Corinth Parks and Recreation Department  
3300 Corinth Parkway  
Corinth, Texas 76208  
Phone (940) 498-7508  
e-mail: melissa.dolan@cityofcorinth.com

### SECTION 23. TERM

The Association will sign an Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed annually for all current Corinth Association members. This Agreement is effective January 1, 2018 through December 31, 2018. Thereafter, the Agreement must be renewed prior to the Association advertising and taking registration for a new season.

### SECTION 24. AGREEMENT APPROVAL

The persons executing the Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association, warrant that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

### SECTION 25. DEFAULT AND TERMINATION

If the Association violates any term of the Agreement, or if fails to timely pay an invoice submitted for a service provided under this Agreement, the City may declare the Association in default and terminate or suspend the Agreement, upon 10 days written notice. If required documents are not submitted in a timely manner, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses their co-sponsorship status, they will forfeit all rights to co-sponsored use of all athletic fields, concession privileges, and field lights. Notices are deemed effective upon mailing or personal delivery.

Signature:  \_\_\_\_\_

Association: LCCSA \_\_\_\_\_

Date: 11/13/2017 \_\_\_\_\_

City Representative: \_\_\_\_\_

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

Date: \_\_\_\_\_

Exhibit "A"  
 FIELD ALLOCATION AND SEASON DATES  
 2018

| <b>Association</b>   | <b>Location</b>                       | <b>Dates</b>                                                                                                                                                         |
|----------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Baseball Association | Baseball Fields 4-9                   | Spring February 12 <sup>th</sup> – June 3 <sup>rd</sup><br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup>                                                     |
|                      | Backstops 1 – 2                       | January 1 <sup>st</sup> – December 31 <sup>st</sup>                                                                                                                  |
|                      | Multi-Purpose Fields 1-4<br>Southside | Spring February 13 <sup>th</sup> – June 2 <sup>nd</sup><br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup>                                                     |
| Softball Association | Softball Fields 1 – 3                 | Spring February 13 <sup>th</sup> – June 2 <sup>nd</sup><br>Monday/Tuesday night during the<br>month of June<br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup> |
|                      | Backstops 1 – 2                       | January 1 <sup>st</sup> – December 31 <sup>st</sup>                                                                                                                  |
| Soccer Association   | Soccer Fields 3 of 4 fields           | Spring February 12 <sup>th</sup> – June 3 <sup>rd</sup><br>Fall July 30 <sup>th</sup> – December 2 <sup>nd</sup>                                                     |

## Exhibit "B"

### SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

2018

1. **January 8** - Association bylaws, board member names, addresses and phone numbers due.
2. **January 8** - Point of contact for Jason, field issues and Melissa, field availability due
3. **January 8** - Dates for 2018; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **January 8** - Schedule of upcoming board meetings due with Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 8** – Financial statements from previous year.
6. **One week prior to first practice** - Proof of Insurance due.
7. **3 business days prior to first practice** - Practice schedule due in SAMS calendar form.
8. **3 business days prior to first game** – Game schedule due in SAMS calendar form.
9. **One week prior to concession stand opening** – Valid health permit and food handling card.
10. **March 21** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **October 25** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **October 18** –Co-Sponsorship growth application due if association is needing more field space. See Exhibit "E"

If City determines Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received, and may terminate this Agreement.

## Exhibit "C"

### 2018 PROPOSED TOURNAMENT DATES

#### Baseball and Softball Fields

- February 17 – 18, 2018 – TNT Tournament
- February 25 – 26, 2018 – TNT Tournament
- March 2 – 4, 2018 – TNT Tournament
- March 24, 2018 – Soccer fields closed until 1:00pm for Easterville
- March 24 – 25, 2018 – Travel Sport
- March 31, 2018 – TNT Tournament
- April 6 – 8, 2018 – Triple Crown Sports
- April 14 – 15, 2018 – TNT Tournament\*
- April 28 – 29, 2018 – Travel Sports Baseball
- May 19 – 20, 2018 – TNT Tournament\*
- May 25 – 28, 2018 – Triple Crown Sports
- June 9 – 10, 2018 – TNT Tournament
- June 15 – 17, 2018 – Triple Crown Sports
- October 20, 2018 – All Fields closed for Pumpkin Palooza. Fields will reopen October 21, 2018 at 1:00pm

\* During each season baseball and softball associations, must build a bye week into their schedule to allow for additional tournaments. Tournament dates must be agreed upon by each association.



**EXHIBIT D  
2018 Dates**

**Spring 2018**

|                                    |               |               |              |
|------------------------------------|---------------|---------------|--------------|
| Fields Open                        | Feb. 12, 2018 | Fields Close  | June 3, 2018 |
| Practice starts                    | _____         | Practice ends | _____        |
| Games start                        | _____         | Games end     | _____        |
| Tryouts (July)                     | _____         |               |              |
| Tournament Dates                   | _____         |               |              |
| Built in Bye Week                  | _____         |               |              |
| Draft Dates (if fields are needed) | _____         |               |              |

**Fall 2018**

|                                    |               |               |              |
|------------------------------------|---------------|---------------|--------------|
| Fields Open                        | July 30, 2018 | Fields Close  | Dec. 2, 2018 |
| Practice starts                    | _____         | Practice ends | _____        |
| Games start                        | _____         | Games end     | _____        |
| Tournament Dates                   | _____         |               |              |
| Draft Dates (if fields are needed) | _____         |               |              |
| Point of Contact for Jason         | _____         |               |              |
| Point of Contact for Melissa       | _____         |               |              |

**Schedule of Board Meetings**

| Date                | Meeting Location | Time  |
|---------------------|------------------|-------|
| January ____ 2018   | _____            | _____ |
| February ____ 2018  | _____            | _____ |
| March ____ 2018     | _____            | _____ |
| April ____ 2018     | _____            | _____ |
| May ____ 2018       | _____            | _____ |
| June ____ 2018      | _____            | _____ |
| July ____ 2018      | _____            | _____ |
| August ____ 2018    | _____            | _____ |
| September ____ 2018 | _____            | _____ |
| October ____ 2018   | _____            | _____ |
| November ____ 2018  | _____            | _____ |
| December ____ 2018  | _____            | _____ |



**Exhibit "E"**  
**CITY OF CORINTH**  
**CO-SPONSORSHIP GROWTH APPLICATION**

|                                                                                                                                                                               |                        |                                                                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------|--|
| <b>Section 1: ASSOCIATION INFORMATION</b>                                                                                                                                     |                        | Is association a registered non-profit organization:<br>Yes or No |  |
| Association Full Name:                                                                                                                                                        | Tax ID:                |                                                                   |  |
| Street Address:                                                                                                                                                               | Contact Name:          | Contact Phone Number:                                             |  |
| City, State, Zip Code:                                                                                                                                                        | Contact Email Address: |                                                                   |  |
| <b>SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE</b>                                                                               |                        |                                                                   |  |
|                                                                                                                                                                               |                        |                                                                   |  |
| <b>SECTION 3: ASSOCIATION REQUIREMENTS</b>                                                                                                                                    |                        |                                                                   |  |
| <b>A. Participant Information:</b>                                                                                                                                            |                        |                                                                   |  |
| How many participants does your association service?                                                                                                                          | Fall:                  | Spring:                                                           |  |
| How many participants are Corinth residents?                                                                                                                                  | Fall:                  | Spring:                                                           |  |
| Anticipated growth, residents?                                                                                                                                                | Fall:                  | Spring:                                                           |  |
| Anticipated growth, non-residents?                                                                                                                                            | Fall:                  | Spring:                                                           |  |
| <b>B. Field Requirements:</b>                                                                                                                                                 |                        |                                                                   |  |
| Current field(s) assignment?                                                                                                                                                  | Fall:                  | Spring:                                                           |  |
| What additional field(s) would your association need access to?                                                                                                               | Fall:                  | Spring:                                                           |  |
| Does your association require access to lighted fields?                                                                                                                       | Fall:                  | Spring:                                                           |  |
| How many days a week would your association need access to the fields?                                                                                                        | Fall:                  | Spring:                                                           |  |
| What times would your association need access to the fields?                                                                                                                  | Fall:                  | Spring:                                                           |  |
| What dates would the association need access to the fields for practice, games, playoffs, etc.                                                                                | Fall:                  | Spring:                                                           |  |
| <b>Association President:</b> _____ <b>Date:</b> _____<br><p style="text-align: center;"><i>Please submit application and requested documentation by October 1, 2018.</i></p> |                        |                                                                   |  |

**EXHIBIT F**

**Adult Softball**

| <b>2018 Dates</b>    |       |
|----------------------|-------|
| <b>Spring Season</b> | Dates |
|                      |       |
| Registration Closes  |       |
| Payment Due to City  |       |
| Men's Season Starts  |       |
| Coed Season Starts   |       |
| Men's Season Ends    |       |
| Coed's Season Ends   |       |
|                      |       |
| <b>Summer Season</b> |       |
|                      |       |
| Registration Closes  |       |
| Payment Due to City  |       |
| Men's Season Starts  |       |
| Coed Season Starts   |       |
| Men's Season Ends    |       |
| Coed's Season Ends   |       |
|                      |       |
| <b>Fall Season</b>   |       |
|                      |       |
| Registration Closes  |       |
| Payment Due to City  |       |
| Men's Season Starts  |       |
| Coed Season Starts   |       |
| Men's Season Ends    |       |
| Coed's Season Ends   |       |

| <b>Adult Softball Team Registration Report - Summer</b> |         |            |          |
|---------------------------------------------------------|---------|------------|----------|
| Coach                                                   | Team    | League     | Division |
| Smith                                                   | Rangers | Adult Men  | 2        |
| Johnson                                                 | Tigers  | Adult Coed | 1        |

**EXHIBIT G**

**Final Player Roster**

|   | <b>Participant's #</b> | <b>City</b>      | <b>Team Assigned to</b> | <b>Age Group Assigned to</b> |
|---|------------------------|------------------|-------------------------|------------------------------|
| 1 | 15486                  | Denton           | Eagles                  |                              |
| 2 | 15495                  | Corinth          | Crushers                |                              |
| 3 | 35648                  | Corinth          | Lady Rebels             |                              |
| 4 | 18439                  | Highland Village | Butterflies             |                              |
| 5 | 48753                  | Lewisville       | Lighting                |                              |
|   |                        |                  |                         |                              |
|   |                        |                  |                         |                              |
|   |                        |                  |                         |                              |
|   |                        |                  |                         |                              |

**Final Player Roster Total**

|  | <b>City</b>      | <b>Total</b> |  |  |
|--|------------------|--------------|--|--|
|  | Denton           | 1            |  |  |
|  | Corinth          | 2            |  |  |
|  | Highland Village | 1            |  |  |
|  | Lewisville       | 1            |  |  |
|  |                  |              |  |  |
|  |                  |              |  |  |
|  | <b>Total</b>     | <b>5</b>     |  |  |

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** New Sanitary and Storm Sewer Camera

**Submitted For:** Cody Collier, Director

**Submitted By:** Cody Collier, Director

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

**AGENDA ITEM**

Consider and act on approval for the purchase of a new sanitary and storm sewer video camera system.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City of Corinth has been utilizing a sewer camera system from Cobra Technologies for the last eight years. The Cobra system was purchased along with a Ford E350 van to meet state requirements for video inspection of our sanitary and storm sewer systems. The Cobra equipment has become unreliable over the last two years and frequently breaks down. The repair center for Cobra equipment is located in Georgia which has created problems due to delays in shipping adding to the down time of the equipment.

Over the last eight years, technology has made significant improvements and the new camera systems are significantly more adaptable, rugged, user friendly, and reliable. Corinth requested demonstrations from three camera system distributors and evaluated each piece of equipment and the value based on cost and ability of the equipment. The equipment chosen as the best fit and price was from Green Equipment whom also holds a state bidding contract with HGAC for the equipment (contract # SC01-15). Their camera system will retrofit into our camera system van without issue, allowing us to continue to utilize the electronics and equipment we already own. The camera tractor itself can be detected and traced using our line locator wand which allows us to pinpoint the exact location and depth of sewer issues above ground. The new proposed system possesses a multitude of new features which far surpass the capabilities of our current Cobra system.

Included in the bid is the Quick Lock Point Repair System which will enable our workers to video the sewer main, identify the problem location and make repairs to our sewer mains from inside the sewer main itself without the need for excavation. using a stainless steel ratcheting sleeve with a rubber sleeve gasket, the sleeve can be placed in the exact location using the video equipment and then expanded to tightly fit the interior of the sewer line sealing off leaks or making permanent repairs much safer, faster, and without destroying property during the excavation.

Another benefit of this camera system is mutual assistance between Corinth and LCMUA. LCMUA owns the same camera system and has been very pleased with its performance. Should the need arise from either agency, we could assist the other with parts or equipment to keep the system operating until replacement parts were acquired.

Funding for the camera system was approved in the 2017- 2018 budget. It included the purchase of a new sewer camera system as a new item and \$81,685 was budgeted for the purchase.

**Green Equipment Company: \$81,685.21** (total package). **\$71,320.73** for the camera system alone, making it the lowest priced camera system). - Best value based upon equipment capability and price and is a contract bid holder with HGAC. Their bid not only includes the complete camera system cheaper than the other bidders, but will include the Quick Lock Point Repair System to repair sewer mains from inside the sewer main itself without the need for excavation.

**Atlas: \$71,723.75** - second best value based upon criteria. While price is lower, it is only for the camera system and does not include the sewer line repair module like Green Equipment.

**Kinloch: \$96,994.00** - Highest priced and lowest value for the price and our needs.

**RECOMMENDATION**

Staff recommends authorization to purchase the sewer camera system from Green Equipment Co. through the State HGAC Contract number SC01-15 for the amount of \$81,685.21.

---

**Attachments**

Atlas Sewer Camera Bid

Kinloch Sewer Camera Bid

Green Equipment Sewer Camera Bid

---



# QUOTATION

4787 Waywood Drive, Suite B  
Zachary, LA 70791

| Quote For:        |                   | Atlas Inspection Technologies, LLC |                |
|-------------------|-------------------|------------------------------------|----------------|
| City of Corinth   | Chris Campbell    | Quotation #                        | Z-102317-01-KJ |
| L200 N Corinth St | Corinth, TX 76208 | Date Quoted                        | Oct 23, 2017   |
| JSA               |                   | Sales Rep                          | Mason Hitt     |
| PHONE:            |                   | Contact Number                     | (832) 690-1411 |
| FAX:              |                   |                                    |                |

| Line | Qty | Part Number | Description                                                                                                                                                                                                  | Unit Price  | Ext. Price  |
|------|-----|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1    | 1   | CFG-MPF-189 | Mobile Pathfinder System Including: TR3310 Transporter with large line kit for 6" - 36" lines, PE3410 Camera, UC3400 All-in-one controller, PR3400 portable reel with 1000' of cable and downhole equipment. | \$71,723.75 | \$71,723.75 |
| 2    | 2   | 970000      | Training, Customer In-Field by Aries Staff on Aries Equipment                                                                                                                                                | \$0.00      | \$0.00      |
|      |     |             |                                                                                                                                                                                                              | Total       | \$71,723.75 |

Quotations are good for 30 days. All orders are subject to vendor's acceptance. By submitting an order for these items to Atlas Inspection Technologies, LLC, you are accepting our Terms & Conditions (available upon request) unless other arrangements have been made and confirmed in writing. VISA, MasterCard and American Express credit cards are accepted. American Express credit cards are subject to a 4% surcharge \*\*THIS QUOTE DOES NOT INCLUDE ANY TAXES, FEES, OR FREIGHT. TOTAL SUBJECT TO CHANGE FOR TAXES AND FREIGHT\*\*

www.atlas-inspection.com info@atlas-inspection.com 800.281.0650 Toll Free.



4787 Waywood Drive, Suite B  
Zachary, LA 70791

# QUOTATION

For technical questions please contact:

Mason Hitt  
mason.hitt@atlas-inspection.com  
(832) 690-1411

For commercial questions, or to place an order from this quotation, please contact:

Kelli Jenkins  
(225) 663-8990  
kelli.jenkins@atlas-inspection.com  
(713) 929-3255

Thank you for the opportunity to provide you this proposal.

Kelli Jenkins  
Inside Sales Coordinator

---

Quotations are good for 30 days. All orders are subject to vendor's acceptance. By submitting an order for these items to Atlas Inspection Technologies, LLC, you are accepting our Terms & Conditions (available upon request) unless other arrangements have been made and confirmed in writing. VISA, MasterCard and American Express credit cards are accepted. American Express credit cards are subject to a 4% surcharge \*\*THIS QUOTE DOES NOT INCLUDE ANY TAXES, FEES, OR FREIGHT. TOTAL SUBJECT TO CHANGE FOR TAXES AND FREIGHT\*\*

www.atlas-inspection.com info@atlas-inspection.com 800.281.0650 Toll Free.



**Aries Portable Pathfinder Series Pipeline Inspection System**

**Component List:**

- 1 Aries Portable Pathfinder All-in-One Controller, including:**
  - 1 8.4" color flat screen TV monitor
  - 1 Sealed connector for interconnect cable to reel
  - 1 Camera controls
  - 1 Tractor controls
  - 1 Reel controls
  - 1 Internal digital video recorder
  - 1 VL5000 data display control module:
  - 1 Alphanumeric full "QWERTY" keyboard for video titling and report data input
  - 1 Storage and transportation case
  
- 1 Truck mount inter-connect cable tether, cable reel to all-in one control unit**
  
- 1 Aries PE3410 Pathfinder series zoom pan and tilt camera w/ high intensity LED light ring and integrated self-cleaning lens wiper system, including:**
  - 1 Pathfinder zoom pan and tilt camera w/ multi-axis continuous rotation
  - 1 Integrated self-cleaning lens wiper system
  - 1 40X zoom (10X optical & 4X digital)
  - 1 Maintenance-free forward facing true color warm white directional LED lighting modules, positioned in the arms of the camera
  - 1 Maintenance-free true color warm white directional LED directional lighting system with for inspecting up to 36" pipelines
  - 1 White balance optimization with (4) selectable settings
  - 1 "Starlite" light enhancement feature with (4) user selectable enhancement steps
  - 1 "One Touch Scanning" feature with (2) user selectable continuous joint scan presets
  - 1 "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L)
  - 1 Fast-check pressure monitoring system
  - 1 On-screen camera diagnostics functions including:
    - Camera model, serial number, software revision
    - Camera operating hours, regulated voltage value, head temperature
    - Camera internal pressure, control error recognition, LED current value
  
- 1 Aries TR3310 Pathfinder steerable self-propelled transporter for relined 6" to 24" lines, including:**
  - 1 Tractor assembly with continuous duty drive motors
  - 6 3<sup>3</sup>/<sub>8</sub>" rubber wheels for relined 6" lines, narrow, red
  - 4 4<sup>3</sup>/<sub>8</sub>" rubber wheels for 8" sewer lines
  - 4 5" extended hub rubber tires for 11"-24" and larger sewer lines
  - 1 On-screen tractor diagnostics display
  - 1 Integrated inclinometer system
  - 1 Remotely-operated electric camera lifting mechanism
  - 1 Rear viewing camera with LED lighting
  - 1 Internal 512 Hz locating beacon

- 1 Storage and transportation case
- 1 Set maintenance parts
  
- 2 **3" carbide impregnated high traction wheels**
  
- 2 **4" carbide impregnated high traction wheels**
  
- 2 **4" extended carbide impregnated high traction wheels**
  
- 2 **5" extended carbide impregnated high traction wheels**
  
- 1 **Large line wheel kit with 8" tires**
  
- 1 **LH330 light head**
  
- 1 **Portable Pathfinder cable and reel assembly, including:**
  - 1 Lightweight frame with casters and handles
  - 1 Drum and motor assembly with clutch and cable level wind assembly
  - 1 Sealed continuous contact collector assembly, 12-slip rings minimum
  - 1 Distance meter encoder
  - 1 Emergency hand crank arm
  - 1 Emergency stop push button switch
  - 1 1000' of lightweight low friction multi-conductor cable
  - 1 AC power switch
  - 1 Universal power input plug with cord
  
- 1 **Cable guide roller, reel mounted**
  
- 1 **Cable manhole guide system including:**
  - 1 Manhole top roller assembly
  - 1 Manhole bottom roller assembly and adapter hook
  - 2 Fiberglass extension poles
  - 1 Tiger tail bottom cable guide
  - 1 Insertion and extractor pole assembly and tractor adapter
    - 3 Quick lock extension poles
  
- 2 **Complete sets of operation, maintenance, and troubleshooting manuals**
  
- 1 **Maintenance tool kit**
  
- 1 **One year warranty, TV system**
  
- 1 **Day of Training**





**Kinloch  
Equipment & Supply, Inc.**

P.O. Box 4919  
Pasadena, TX 77502  
Tel: 713.473.6213 Fax: 713.473.7858  
Toll Free: 800.231.6929

October 9, 2017  
City of Corinth  
Dear : Chris

As the authorized dealer in your area for RapidView/IBAK we are pleased to provide you with the following quote for TV Equipment and installation into your existing camera trailer. This will give you the ability to inspect 4"+ pipe and with future expandability up to 30" available.

| Item #    | Qty | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Condition | Rate      | Amount    |
|-----------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|
| P00007    | 1   | <p>CORE PLUS MAINLINE PIPE INSPECTION SYSTEM</p> <p>The PLUS system is perfect for municipalities and contractors who focus on normal pipeline diameters. The smaller, versitle T66 tractor coupled with the safety and headache-free operation of the 1000 foot KW305 drum make this system an smart choice. This package allows you to inspect pipe faster, safer and with less worry than any similar system on the market today.</p> <p>This system includes:</p>                                   |           |           |           |
| V0494018  | 1   | <p>ORION Zoom PAN &amp; TILT CAMERA</p> <ul style="list-style-type: none"> <li>* Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines</li> <li>* May be used on tractor or pushrod</li> <li>* Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate</li> <li>* New wide angle of view = 90°</li> <li>* High resolution and superior picture quality</li> <li>* Laser diameter, deformation, defect and object measurement (third party software required - not included)</li> </ul> | New       | 17,950.00 | 17,950.00 |
| V9052001  | 1   | <p>T66 Camera Tractor</p> <ul style="list-style-type: none"> <li>* For camera operation in pipelines 4" and larger</li> <li>* Zero turn radius, full steering with ATC (Automatic Tilt Compensation)</li> <li>* Incl. test adapter, tool set and lowering claw.</li> <li>* Includes 4", 6" and 8" wheelsets</li> <li>* REQUIRES Camera Connection (Sold Separately)</li> </ul>                                                                                                                          | New       | 11,620.00 | 11,620.00 |
| 905200931 | 1   | <p>Camera Connection Type 2</p> <ul style="list-style-type: none"> <li>* Standard straight connector for camera on T66</li> </ul>                                                                                                                                                                                                                                                                                                                                                                       | New       | 1,170.00  | 1,170.00  |
| V8026001  | 1   | <p>KW305.2 Synchronized Power Cable Reel</p> <ul style="list-style-type: none"> <li>* Synchronized cable payout and retraction</li> <li>* Automatic level wind</li> <li>* Requires vehicle installation</li> <li>* Includes remote control pendant and LED Boom Light</li> </ul>                                                                                                                                                                                                                        | New       | 28,430.00 | 28,430.00 |



|           |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |           |             |
|-----------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-------------|
|           |   | <ul style="list-style-type: none"> <li>* Distance counter and rear display</li> <li>* Holds up to 1000' of mainline cable</li> <li>* Includes integrated tractor lowering winch and control</li> </ul>                                                                                                                                                                                                                                                                                     |       |           |             |
| 80017040  | 1 | CAMERA CABLE TYPE 524/11 - 1000 FEET<br><ul style="list-style-type: none"> <li>* Terminated with connector for KW305 Reel Only</li> <li>* High strength, 2000lb. pull, Kevlar reinforced</li> </ul>                                                                                                                                                                                                                                                                                        | New   | 5,042.00  | 5,042.00    |
| V1974002  | 1 | BS 3.5 CONTROLLER<br><ul style="list-style-type: none"> <li>* Remote command and control center with touch screen color LCD panel</li> <li>* 19" Rack mount main control unit</li> <li>* Control of the camera and KRA functions with multi-functional joysticks</li> <li>* LCD Display for operating functions</li> <li>* For permanent vehicle installation</li> <li>* Data display generator with PC keyboard (included)</li> <li>* RS232 Interface for software integration</li> </ul> | New   | 15,540.00 | 15,540.00   |
| 901601040 | 1 | Pressure Test Set                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | New   | 455.00    | 455.00      |
| 904350020 | 1 | Cable Deflection Pulley KUV 2.7 with rope and holder                                                                                                                                                                                                                                                                                                                                                                                                                                       | New   | 650.00    | 650.00      |
| RETRO2017 | 1 | Retrofit into Customer's existing Trailer Labor and misc parts included                                                                                                                                                                                                                                                                                                                                                                                                                    | Retro | 1,640.00  | 1,640.00    |
| Subtotal  |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | New   |           | \$82,497.00 |

**OPTIONAL:**

|           |   |                                                                                                                                                                                                                                                                                                                                    |      |          |          |
|-----------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| 905215991 | 1 | High-Traction Tungsten Carbide Wheels for 6" and up<br><ul style="list-style-type: none"> <li>* For use with T66 and PANO 150 Tractors</li> <li>* Large Grit</li> </ul>                                                                                                                                                            | New  | 1,250.00 | 1,250.00 |
| 905211031 | 1 | Additional Weight for T66<br><ul style="list-style-type: none"> <li>* For 6" and up</li> <li>* Light and heavy weights included</li> <li>* Additional weight = additional traction = greater distance</li> </ul>                                                                                                                   | New  | 672.00   | 672.00   |
| VZ000306  | 1 | KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction.                                                                                                                                                                  | New  | 1,875.00 | 1,875.00 |
| V0000164  | 1 | KT180 Portable Cable Reel<br><ul style="list-style-type: none"> <li>* CAMERA CABLE TYPE 524/11 - 656 FEET</li> <li>* Power rewind with user assist.</li> <li>* Includes connection cable to control unit.</li> <li>* Easily portable for off-road use.</li> <li>* Holds 656' of mainline cable.</li> <li>* Control Cord</li> </ul> | Demo | 8,900.00 | 8,900.00 |



**Kinloch  
Equipment & Supply, Inc.**

P.O. Box 4919  
Pasadena, TX 77502  
Tel: 713.473.6213 Fax: 713.473.7858  
Toll Free: 800.231.6929

---

|  |              |                    |
|--|--------------|--------------------|
|  | <b>Total</b> | <b>\$96,994.00</b> |
|--|--------------|--------------------|

Any questions please call me.

Sincerely,  
Jamey Bryant  
940.902.4053  
Kinloch Equipment & Supply, Inc.



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

SC01-15

Date Prepared:

10/24/2017

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

|                 |                                  |              |                                 |
|-----------------|----------------------------------|--------------|---------------------------------|
| Buying Agency:  | City of Corinth                  | Contractor:  | Green Equipment Company         |
| Contact Person: | Chris Campbell                   | Prepared By: | Jimmy Fougousse                 |
| Phone:          | 940-600-3036                     | Phone:       | 817-247-5039                    |
| Fax:            |                                  | Fax:         |                                 |
| Email:          | chris.campbell@cityofcorinth.com | Email:       | jimmyfougousse@greenequipco.com |

|               |      |              |                                  |
|---------------|------|--------------|----------------------------------|
| Product Code: | E-19 | Description: | Rovveer X 130 Truck Mount System |
|---------------|------|--------------|----------------------------------|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 69,306

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description                          | Cost     | Description                        | Cost    |
|--------------------------------------|----------|------------------------------------|---------|
| E-000-0036-00 - Tyger Tail           | 67.9     |                                    |         |
| E-000-035-00 Top Hole Roller         | 335.33   |                                    |         |
| E-080-0610-00 Small Grease Wheel (4) | 1,161.88 |                                    |         |
|                                      |          | Subtotal From Additional Sheet(s): |         |
|                                      |          | <b>Subtotal B:</b>                 | 1565.11 |

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description                    | Cost      | Description                        | Cost    |
|--------------------------------|-----------|------------------------------------|---------|
| Quick Lock Point Repair System | 10,364.50 |                                    |         |
|                                |           | Subtotal From Additional Sheet(s): |         |
|                                |           | <b>Subtotal C:</b>                 | 10364.5 |

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

**For this transaction the percentage is:**

15%

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

|                   |   |                          |          |   |             |          |
|-------------------|---|--------------------------|----------|---|-------------|----------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 81235.21 | = | Subtotal D: | 81235.21 |
|-------------------|---|--------------------------|----------|---|-------------|----------|

**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Description | Cost | Description | Cost |
|-------------|------|-------------|------|
| Freight     | 450  |             |      |
|             | 0    |             |      |
|             |      | Subtotal E: | 450  |

**Delivery Date:** 180 Days

**F. Total Purchase Price (D+E):**

81685.21





**Recipient:**

Chris Campbell  
City of Corinth  
Corinth, Tx

**Green Equipment Co.**

Jimmy F Fougousse, Salesman  
Green Equipment Co.  
10585 Rolling Hills  
Little Elm, TX 75068  
817-247-5039, fax: 817-284-1107  
jimmyfougousse@greenequipco.com, ...

**Quote:** 0000025033

**Date:** Oct 24, 2017

**Submitted by:** Green Equipment Co.

| Part No.                 | Unit           | Qty. | Extended       |
|--------------------------|----------------|------|----------------|
| E-RX-sys-truck-basic-300 | US \$69,305.60 | 1    | US \$69,305.60 |

Standard ROVVER X Truck System (with 300m reel and basic WinCan VX; available 3/2014) includes VC200 pendant controller with desk-mount and US Connector PC-VC, RCX90 camera, RX130 crawler with backeye camera, inclination, sonde, clutch, RAX300 cable reel with wireless remote and 300M of orange Gore cable. Additional accessories include emergency stop cable for reel, mounting frame for reel, pressurization kit. Quick-change wheels system (including 6 hubs, 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels and 2 climber wheels).

|               |             |   |               |
|---------------|-------------|---|---------------|
| E-080-0610-00 | US \$290.47 | 4 | US \$1,161.89 |
|---------------|-------------|---|---------------|

Small Grease Wheel  
for R125, SVR140, and SVRSAT140 (4 for R125, 4 for SVR140, 6 for SVRSAT140). Qty. 1. Replaces E-026-0803-00 and E-026-0824-00

|               |             |   |             |
|---------------|-------------|---|-------------|
| E-000-0035-00 | US \$335.33 | 1 | US \$335.33 |
|---------------|-------------|---|-------------|

Top Manhole Cable Roller

|               |            |   |            |
|---------------|------------|---|------------|
| E-000-0036-00 | US \$67.90 | 1 | US \$67.90 |
|---------------|------------|---|------------|

Tyger Tail

|      |             |   |             |
|------|-------------|---|-------------|
| SPCL | US \$450.00 | 1 | US \$450.00 |
|------|-------------|---|-------------|

Shipping

**Recipient:**

Chris Campbell  
City of Corinth  
Corinth, Tx

**Green Equipment Co.**

Jimmy F Fougousse, Salesman  
Green Equipment Co.  
10585 Rolling Hills  
Little Elm, TX 75068  
817-247-5039, fax: 817-284-1107  
jimmyfougousse@greenequipco.com, ...

**Quote:** 0000025033

**Date:** Oct 24, 2017

**Submitted by:** Green Equipment Co.

| Part No. | Unit           | Qty. | Extended       |
|----------|----------------|------|----------------|
| SPCL     | US \$10,364.50 | 1    | US \$10,364.50 |

Quick Lock Point Repair System for 8-12 Inch Pipe.

**Total:** US \$81,685.22

**Notes:** This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

**Expiration Period:** 30 days

**Terms:** Cash

**FOB:** Randolph, NJ

**Currency:** US \$

Respectfully Submitted,

Green Equipment Co.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by \_\_\_\_\_

\_\_\_\_\_ Date



111 Canfield Avenue Randolph, New Jersey 07869 Phone 973-252-6700

Envirosight LLC is the manufacturer for the QuickView manhole camera system, Jetscan Inspection Nozzles, Rovver & Supervision crawler systems and all parts. Our home office is located in Randolph, New Jersey.

Envirosight LLC manufactures and distributes this product and it's accessories through out North America.

All of the sales of this product are handled through our dealer network, with no direct sales.

A qualified technician trained by Envirosight LLC must do any warranty service work on the QuickView, Jetscan, Rovver & Supervision products. "if any other company performs repairs, it could jeopardize the warranty of our product"

Green Equipment Company based out of Fort Worth Texas, is our exclusive (sole source) dealer for Envirosight LLC products in Texas, Louisiana, and Arkansas.

Chris Helliwell  
Western Region Sales Manager  
Envirosight LLC  
973-214-3502

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017  
**Title:** Huffines Zoning Change Amended Planned Development Ordinance  
**Submitted For:** Fred Gibbs, Director  
**Submitted By:** Barbara Cubbage, Planning & Development Manager  
**City Manager Review: Approval:** Bob Hart, City Manager

---

**AGENDA ITEM**

**PUBLIC HEARING:** TO HEAR PUBLIC OPINION REGARDING A REQUEST FROM S. RAY HUFFINES APPLICANT REPRESENTING THE PROPERTY OWNER HUFFINES CHILDREN’S TRUST FOR A ZONING CHANGE AMENDING PLANNED DEVELOPMENT ORDINANCE NO. 16-05-05-15 ON 13.773 ACRES OF LAND SITUATED IN THE E. A. GARRISON SURVEY, COUNTY ABSTRACT 511 BEING TRACTS 36, 35, 34, 33, AND 24 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. This property fronts IH 35E south of Lake Sharon Drive and also fronts Tower Ridge Drive.

**BUSINESS:** Consider and act on an ordinance amending the Comprehensive Zoning Ordinance being a part of the Unified Development Code, Ordinance No. 13-05-02-08, as amended and amending Planned Development Ordinance No. 16-05-05-15 on 13.773 acres of land situated in the E. A. Garrison Survey, County Abstract 511 being Tracts 36, 35, 34, 33, and 24 in the City of Corinth, Denton County, Texas.

**AGENDA ITEM SUMMARY/BACKGROUND**

**APPROVAL PROCESS**

The Planning and Zoning Commission recommendation will be presented to City Council for final consideration.

**NOTIFICATION TO PUBLIC**

Notification prior to the Planning and Zoning Commission meeting by sign placement, written notice and newspaper (prior to City Council) is required for the zoning change process.

Prior to the Planning and Zoning Commission meeting; ten public hearing letters were sent to individuals whose properties fall within 200’ of the subject properties; no responses to those letters have been received.

**AGENDA ITEM DESCRIPTION**

In May 2016, City Council approved a Comprehensive Plan Amendment that paved the way for the Zoning Change for the Huffines Automobile Dealership and Automobile Body Shop. With the approval of the zoning change request and permitted uses, the ordinance required the auto body shop to obtain approval of a Specific Use Permit. This proposed development covers 13.773 acres of land with the new and used dealerships and service fronting on IH 35E and the auto body shop would be located closer to Tower Ridge Road. There is one driveway entrance from Tower Ridge Road and three driveways are proposed on IH 35E, the southernmost driveway will be constructed after the next phase of IH 35E improvements and TXDOT approval of the permits.

The requested zoning change amending the Planned Development is due to changes asked of the applicant, Ray Huffines, by the Kia and Subaru companies regarding a change to the site layout of the main building for sales and service. As well as some site layout changes, the applicant proposes in this amendment the construction of a stand-alone car wash, minimal architectural and landscaping changes, and the elimination of the Specific Use Permit (SUP) to allow the Auto Body Shop detailed site plan approvals by City Staff.

Don Paschal, authorized represented for the applicant and property owner, has worked with Staff to present a development that meets the intent of the City’s requirements and the original approved ordinance with regards to exterior facades and elevations. There have been no changes to the signage regulations from the original request.

Although the lighting plan (photometric), landscape plan, and fencing have changed the changes are still compliant and in concordance with the approved documents of the original ordinance. As for the elimination of the SUP requirement, the applicant will be required to comply with the development regulations set in this proposed ordinance as outlined in the Unified Development Code. The car wash will be of the materials allowed in the ordinance similar to the auto body shop. The design of the masonry screening wall has been aesthetically improved to improve the view from the residential multi-family addition to the west and from Tower Ridge Drive.

Some changes to the ordinance wording include cleaning it up to show it to be an amendment to the legal wording as this is amending the PD regulations and not changing the boundaries of the zoning. Also, wording has been added to call out the ground fuel tank, body shop and car wash as uses servicing the primary use which is the Automobile Sales and Service.

#### **FINANCIAL SUMMARY**

Source of Funding: No funding is required.

#### **RECOMMENDATION**

##### **STAFF RECOMMENDATION**

Staff recommends approval of the zoning change amending the Huffines Planned Development ordinance and associated detailed site plan documents.

##### **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission met on November 13, 2017 in Regular Session. The Commission recommended unanimously (4-0) to approve the zoning change amending the Huffines Planned Development ordinance and associated detailed site plan documents.

---

#### **Attachments**

Location Map  
Zoning Map  
Site Plan  
Elevations Kia  
Elevations Subaru  
Elevations 3  
Elevations 4  
Elevations Car Wash  
Elevations Collision Ctr  
Elevations Fence  
Approved Final Plat  
Approved Final Plat Pg 2  
Proposed Ordinance Huffiines Amended PD

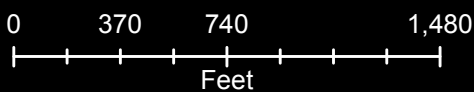
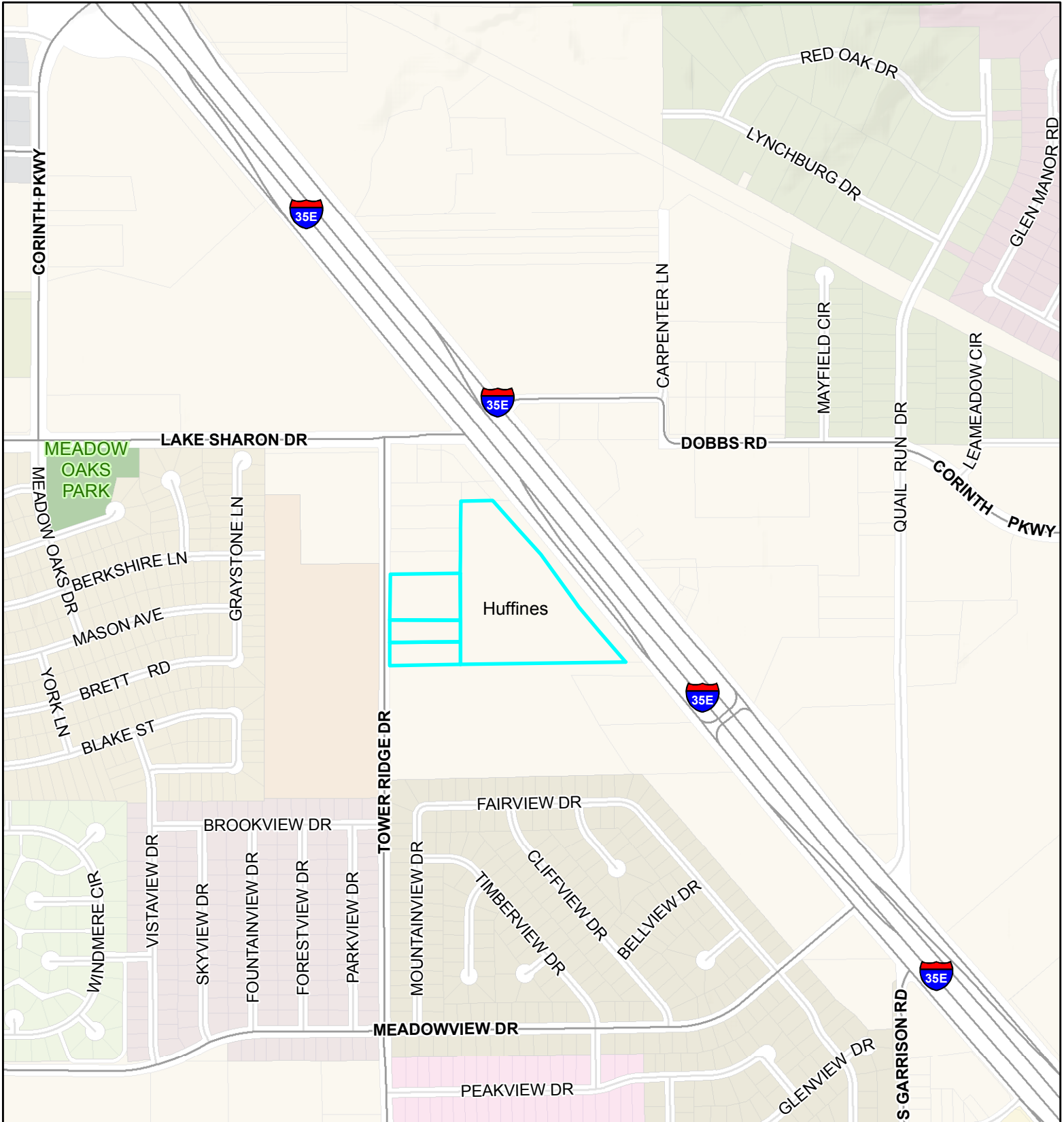
---



# CITY OF CORINTH

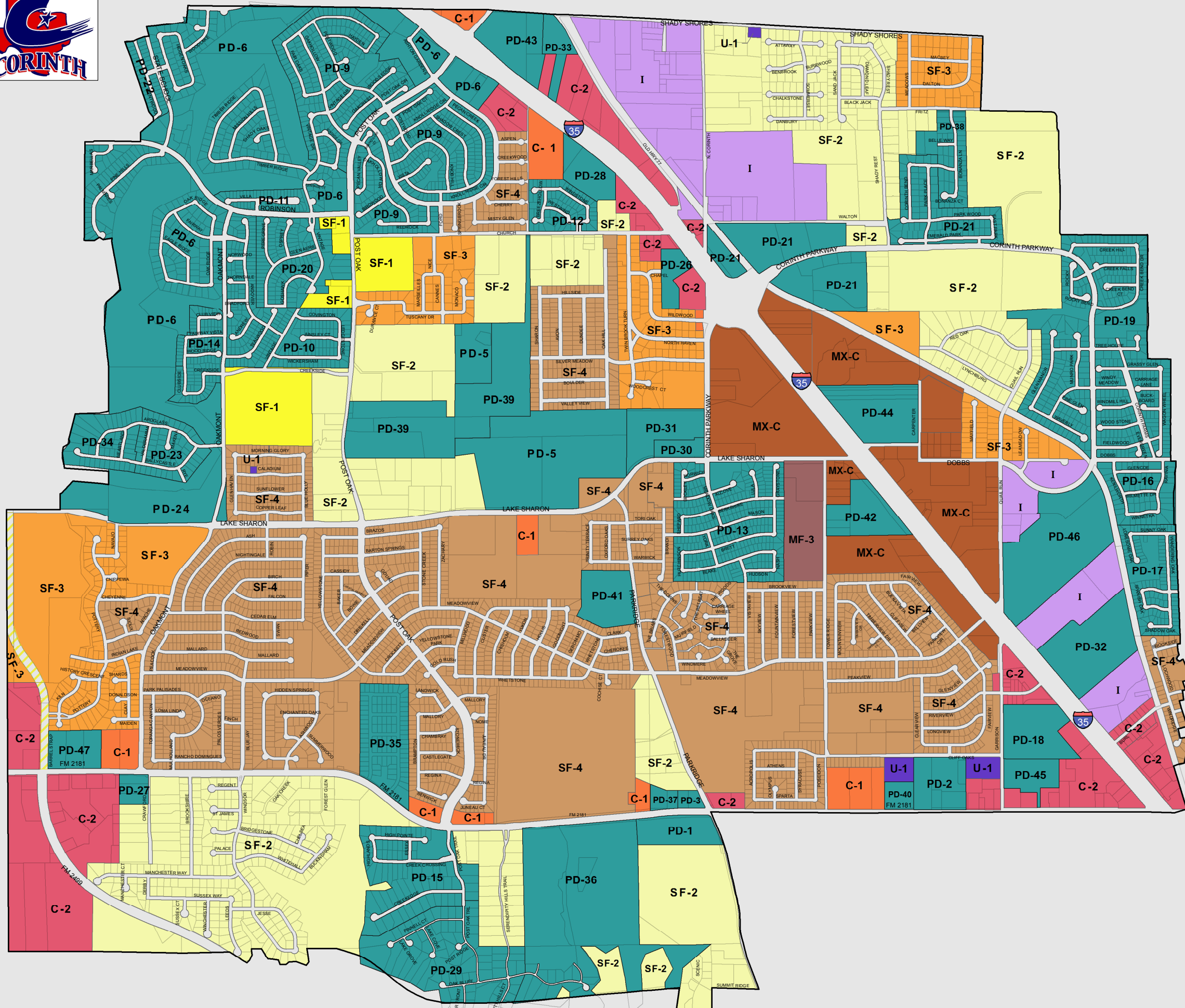
## HUFFINES AUTO ADDITION

Location





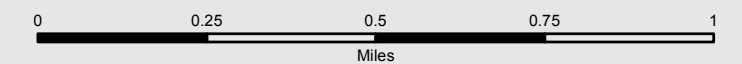
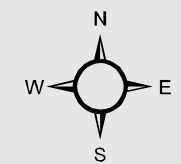
# City of Corinth Zoning Map



## Legend

### Zoning Districts

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



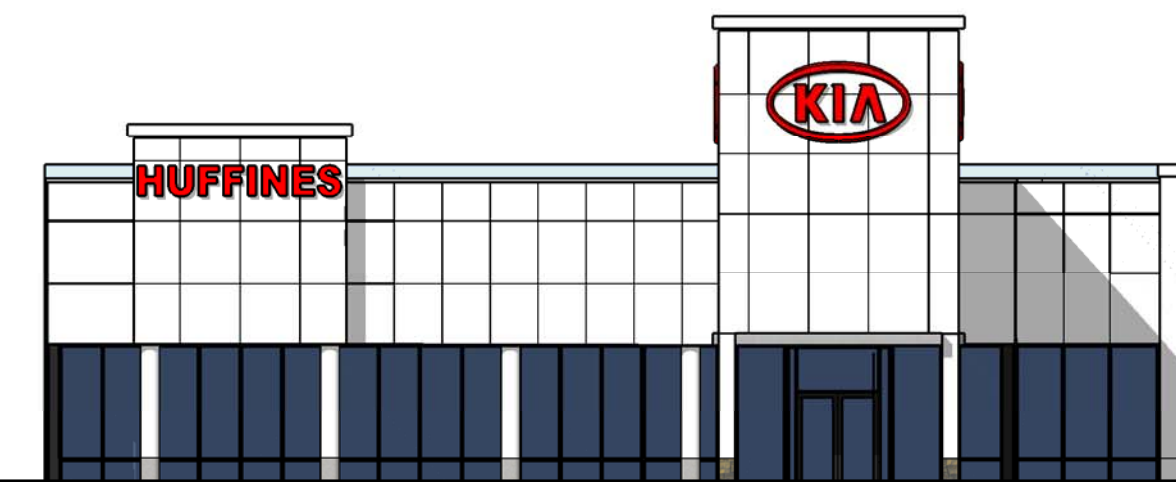
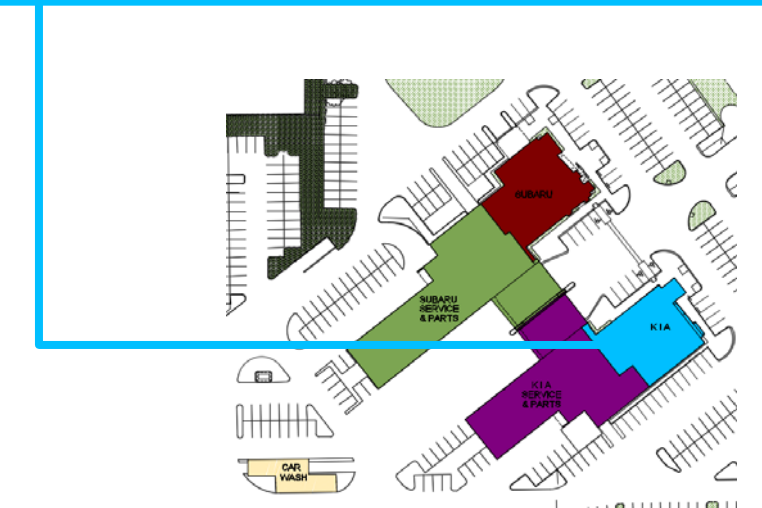




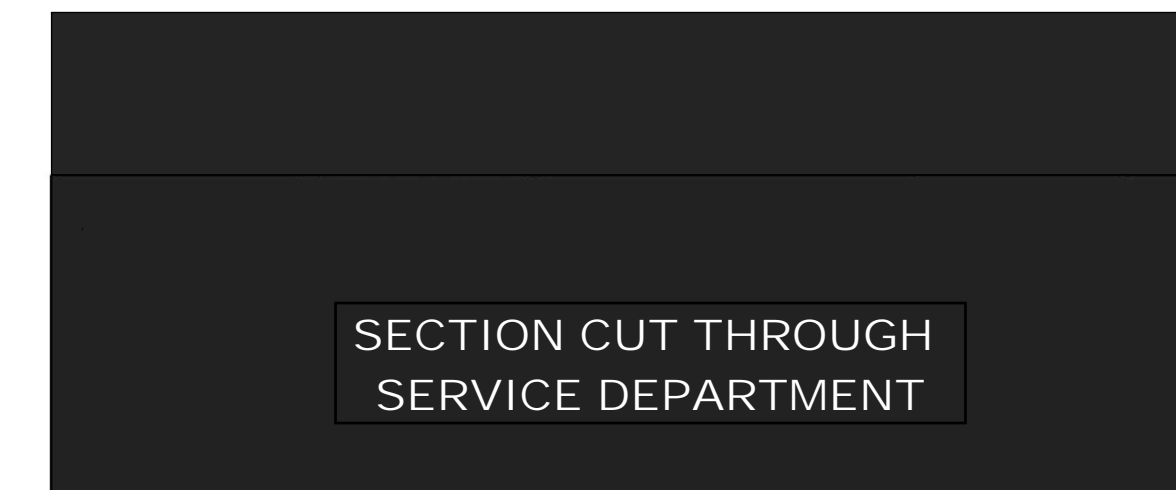
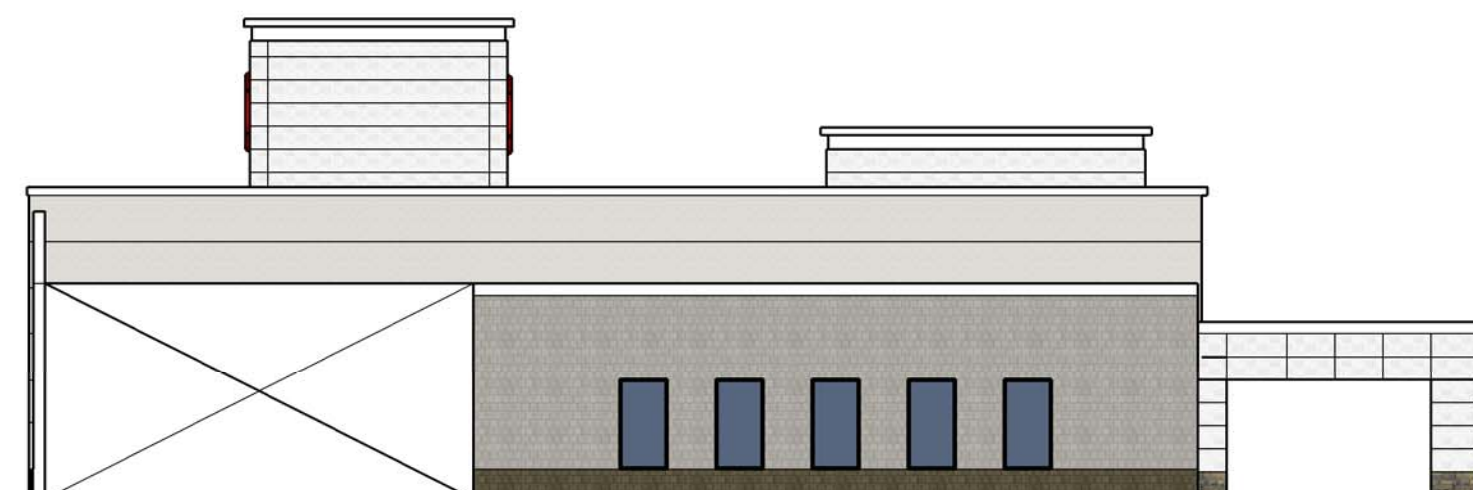
COUNCIL APPROVED

CURRENT DESIGN

| KIA - SALES DEPARTMENT                             |               |              |               |              |               |                                            |               |          |            |              |
|----------------------------------------------------|---------------|--------------|---------------|--------------|---------------|--------------------------------------------|---------------|----------|------------|--------------|
| Exterior Materials                                 | Total %       | North        |               | East         |               | South                                      |               | West     |            | Total        |
| all sides                                          | Sq.Ft.        | %            | Sq.Ft.        | %            | Sq.Ft.        | %                                          | Sq.Ft.        | %        | Sq.Ft. all |              |
| Glazing                                            | 31.1%         | 500          | 18.3%         | 1,077        | 39.0%         | 915                                        | 36.4%         | 0        | 0          | 2,492        |
| Metal**                                            | 2.9%          | 68           | 2.5%          | 90           | 3.3%          | 75                                         | 3.0%          | 0        | 0          | 233          |
| Stucco                                             | 0.0%          | 0            | 0.0%          | 0            | 0.0%          | 0                                          | 0.0%          | 0        | 0          | 0            |
| Stone                                              | 2.9%          | 195          | 7.1%          | 15           | 0.5%          | 20                                         | 0.8%          | 0        | 0          | 230          |
| Arch. CMU                                          | 0.0%          | 0            | 0.0%          | 0            | 0.0%          | 0                                          | 0.0%          | 0        | 0          | 0            |
| Tile                                               | 63.1%         | 1,969        | 72.1%         | 1,578        | 57.2%         | 1,505                                      | 59.8%         | 0        | 0          | 5,052        |
| <b>Total</b>                                       | <b>100.0%</b> | <b>2,732</b> | <b>100.0%</b> | <b>2,760</b> | <b>100.0%</b> | <b>2,515</b>                               | <b>100.0%</b> | <b>0</b> | <b>0</b>   | <b>8,007</b> |
| Total Square Footage of Exterior Wall Area*        |               |              |               | 5,515        |               | *excludes fenestration and doors           |               |          |            |              |
| Total Square Footage of Masonry Wall Area          |               |              |               | 5,282        |               |                                            |               |          |            |              |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |               |              |               | <b>95.8%</b> |               | <b>** most metals have masonry backing</b> |               |          |            |              |

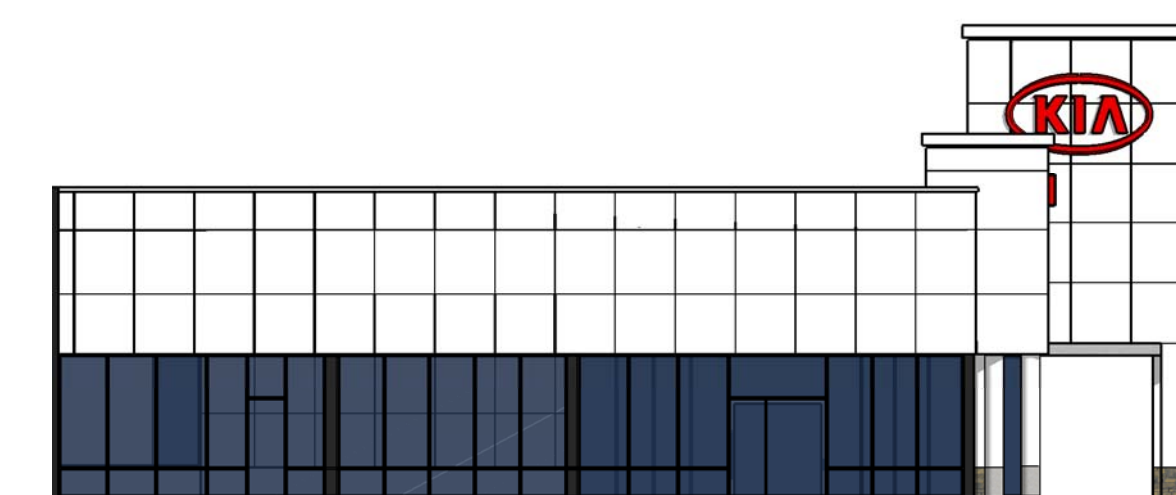
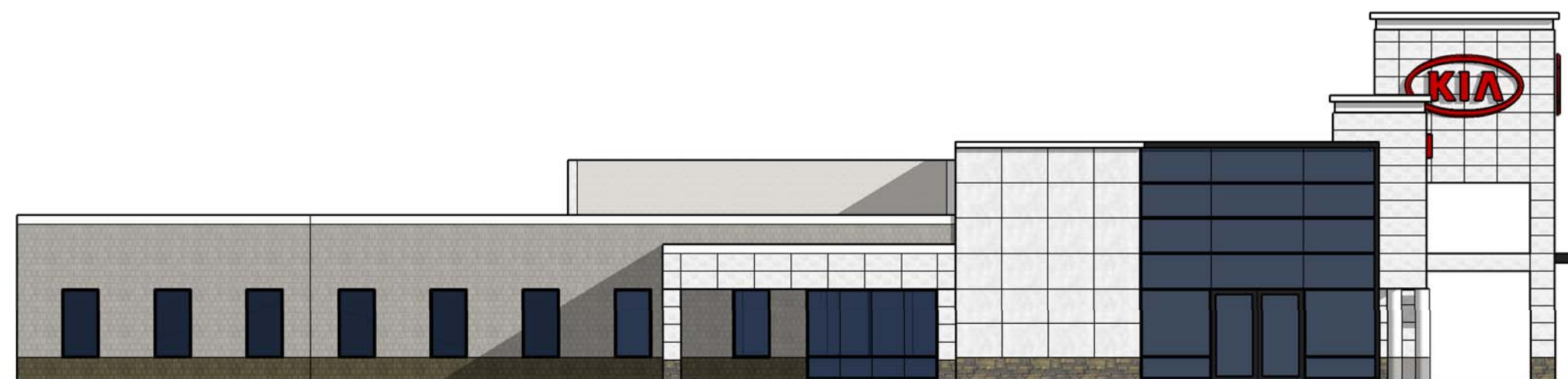


**KIA SALES DEPARTMENT - EAST ELEVATION**  
1/16" = 1'-0"

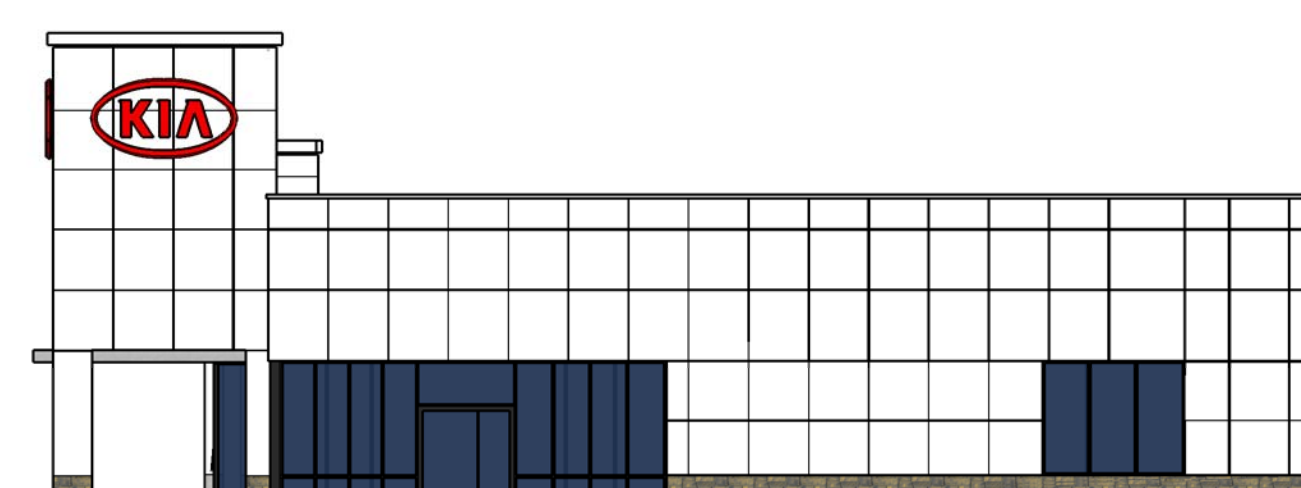
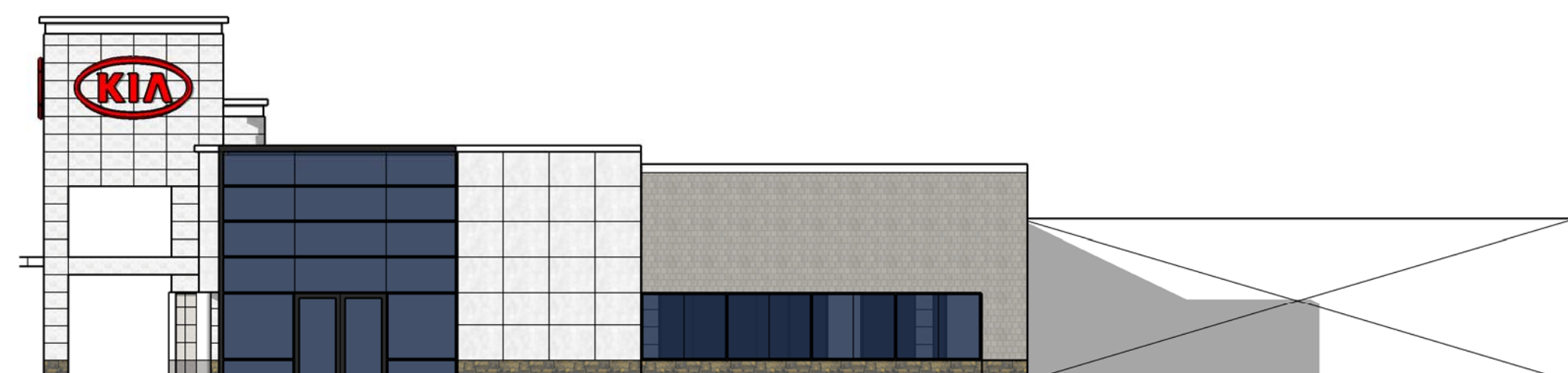


SECTION CUT THROUGH  
SERVICE DEPARTMENT

**KIA SALES DEPARTMENT - WEST ELEVATION**  
1/16" = 1'-0"



**KIA SALES DEPARTMENT - SOUTH ELEVATION**  
1/16" = 1'-0"



**KIA SALES DEPARTMENT - NORTH ELEVATION**  
1/16" = 1'-0"



A PLUS DESIGN GROUP  
ARCHITECTURE  
INTERIORS  
CONSTRUCTION

972-724-4440  
APDG.US

©COPYRIGHT  
A PLUS DESIGN GROUP 2015

A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

OCTOBER 25, 2017

**BUILDING  
ELEVATIONS**

COUNCIL APPROVED

CURRENT DESIGN

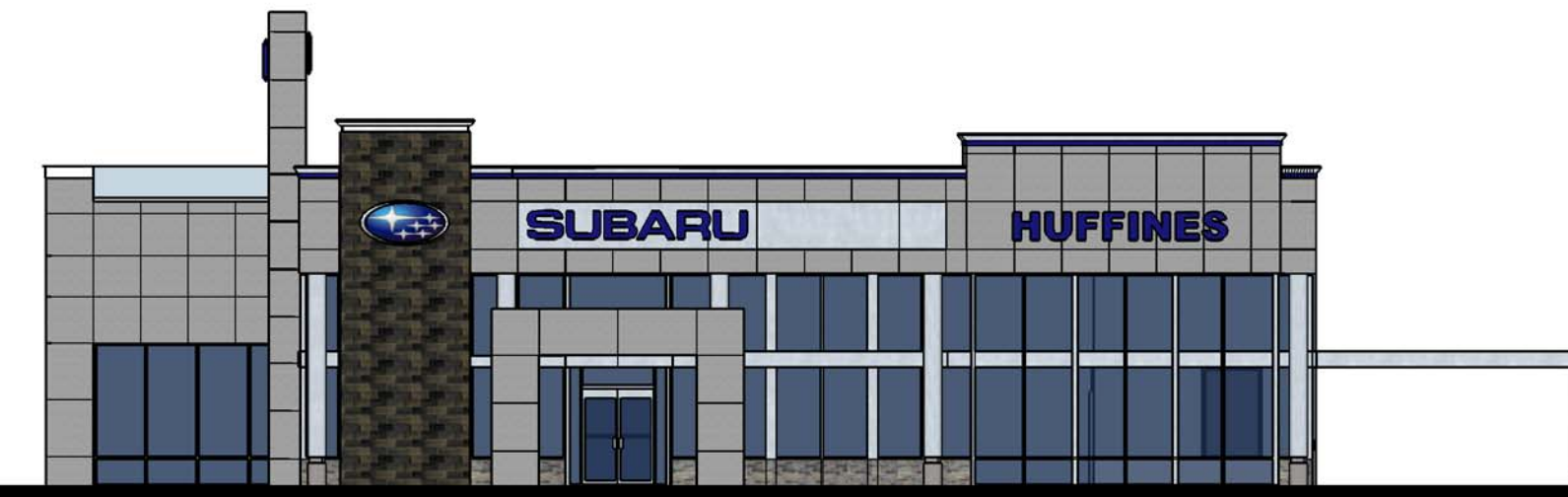
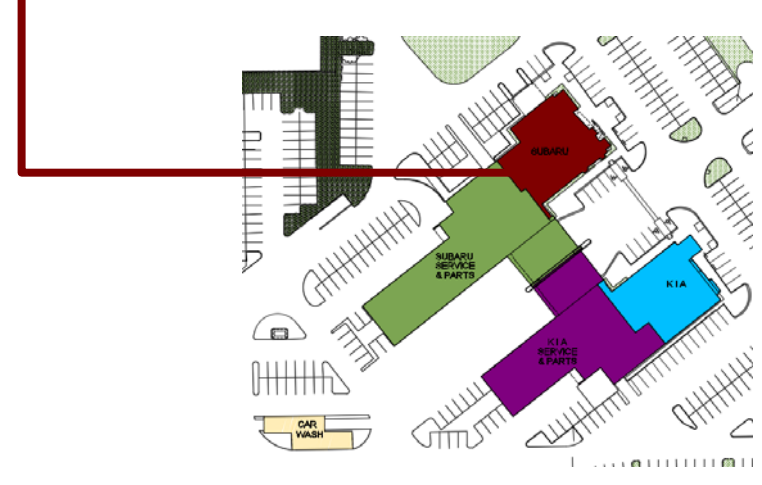
| SUBARU - SALES DEPARTMENT                   |                   |              |               |              |               |                                     |               |            |               |                  |
|---------------------------------------------|-------------------|--------------|---------------|--------------|---------------|-------------------------------------|---------------|------------|---------------|------------------|
| Exterior Materials                          | Total % all sides | North        |               | East         |               | South                               |               | West       |               | Total Sq.Ft. all |
|                                             |                   | Sq.Ft.       | %             | Sq.Ft.       | %             | Sq.Ft.                              | %             | Sq.Ft.     | %             |                  |
| Glazing                                     | 29.4%             | 770          | 28.4%         | 1,055        | 40.8%         | 660                                 | 23.2%         | 35         | 8.1%          | 2,520            |
| Metal**                                     | 6.4%              | 145          | 5.3%          | 305          | 11.8%         | 100                                 | 3.5%          | 0          | 0.0%          | 550              |
| Stucco                                      | 0.0%              | 0            | 0.0%          | 0            | 0.0%          | 0                                   | 0.0%          | 0          | 0.0%          | 0                |
| Stone                                       | 13.4%             | 316          | 11.6%         | 430          | 16.6%         | 345                                 | 12.1%         | 55         | 12.8%         | 1,146            |
| Arch. CMU                                   | 18.9%             | 930          | 34.3%         | 0            | 0.0%          | 347                                 | 12.2%         | 340        | 79.1%         | 1,617            |
| Tile                                        | 31.9%             | 552          | 20.3%         | 798          | 30.8%         | 1,388                               | 48.9%         | 0          | 0.0%          | 2,738            |
| <b>Total</b>                                | <b>100.0%</b>     | <b>2,713</b> | <b>100.0%</b> | <b>2,588</b> | <b>100.0%</b> | <b>2,840</b>                        | <b>100.0%</b> | <b>430</b> | <b>100.0%</b> | <b>8,571</b>     |
| Total Square Footage of Exterior Wall Area* |                   |              |               | 6,051        |               | *excludes fenestration and doors    |               |            |               |                  |
| Total Square Footage of Masonry Wall Area   |                   |              |               | 5,501        |               |                                     |               |            |               |                  |
| Total Percentage of Class 1 & 2 Masonry     |                   |              |               | 90.9%        |               | ** most metals have masonry backing |               |            |               |                  |



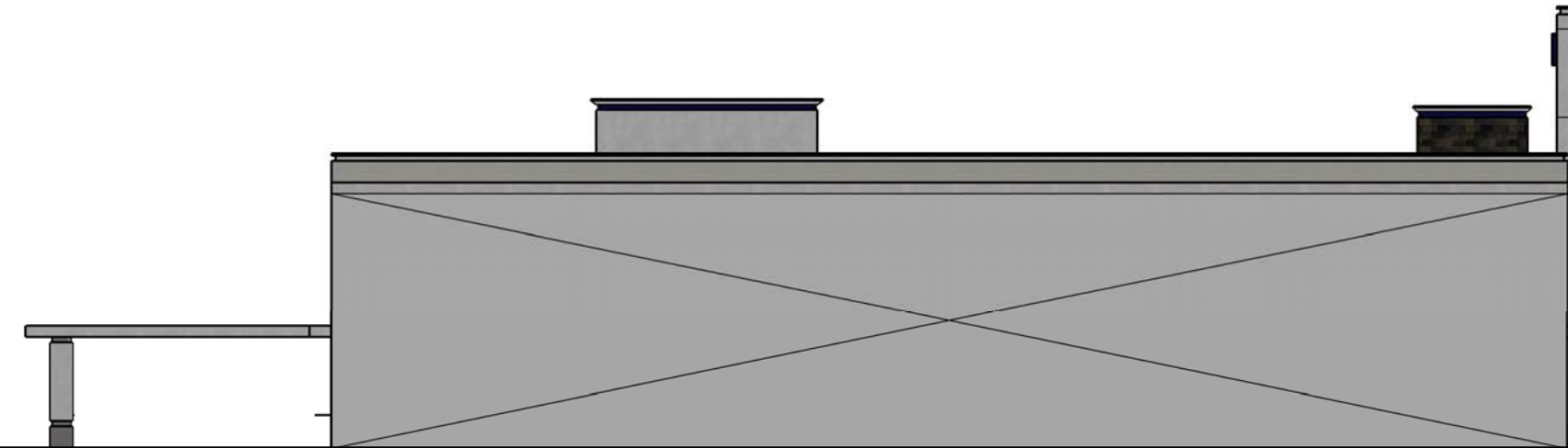
A PLUS DESIGN GROUP  
ARCHITECTURE  
INTERIORS  
CONSTRUCTION

972-724-4440  
APDG.US

©COPYRIGHT  
A PLUS DESIGN GROUP 2015



SUBARU SALES DEPARTMENT - EAST ELEVATION  
1/16" = 1'-0"



SECTION CUT THROUGH  
SERVICE DEPARTMENT

SUBARU SALES DEPARTMENT - WEST ELEVATION  
1/16" = 1'-0"



SUBARU SALES DEPARTMENT - SOUTH ELEVATION  
1/16" = 1'-0"



SUBARU SALES DEPARTMENT - NORTH ELEVATION  
1/16" = 1'-0"

A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

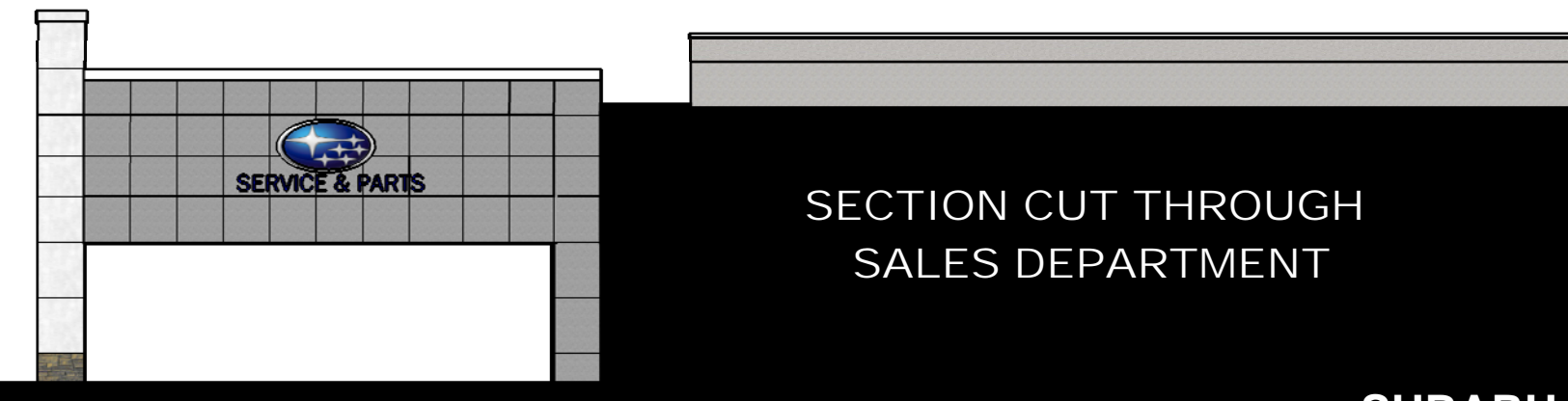
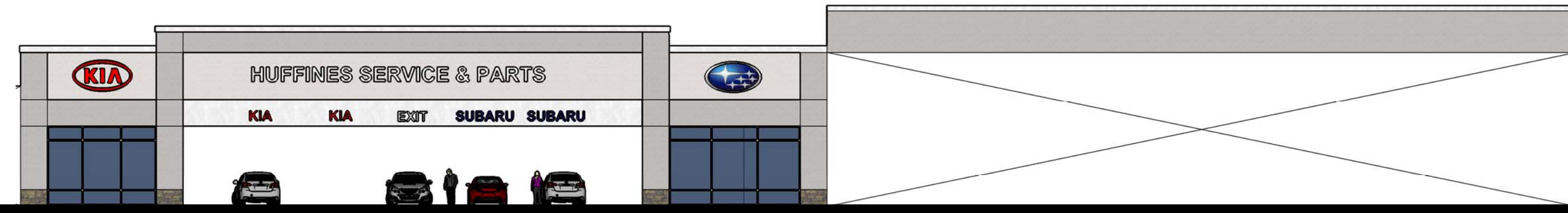
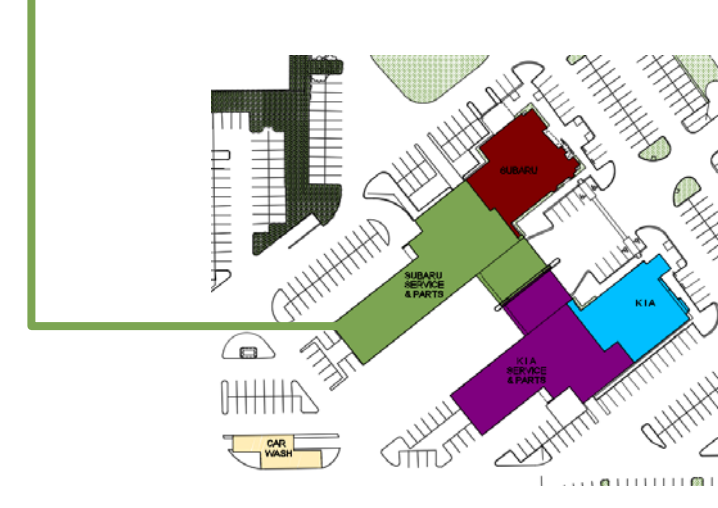
OCTOBER 25, 2017

BUILDING  
ELEVATIONS

COUNCIL APPROVED

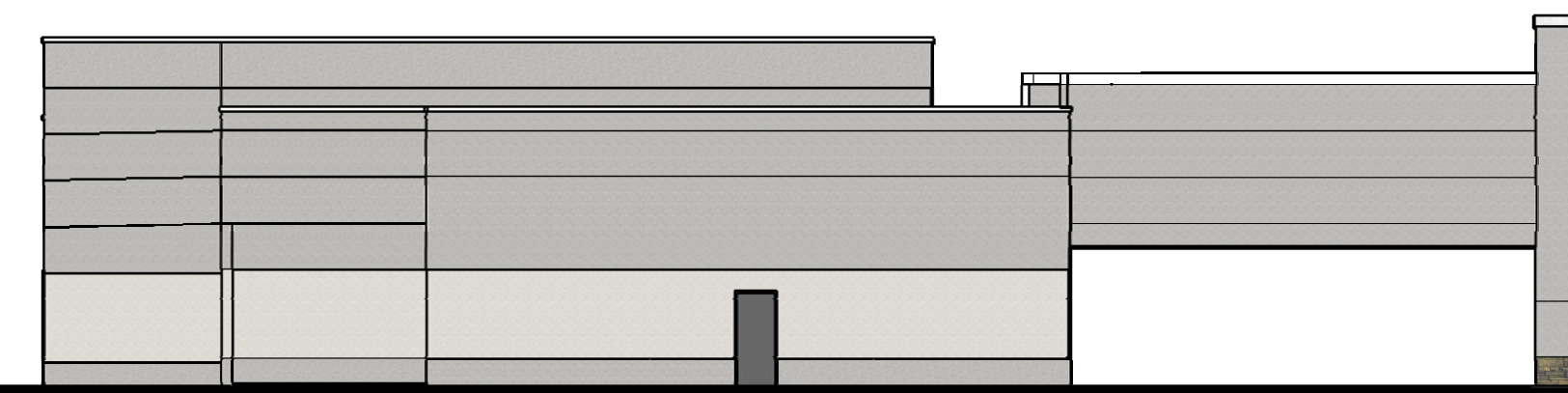
CURRENT DESIGN

| SUBARU - SERVICE AND PARTS                         |                   |              |               |            |               |               |               |                                            |               |                  |
|----------------------------------------------------|-------------------|--------------|---------------|------------|---------------|---------------|---------------|--------------------------------------------|---------------|------------------|
| Exterior Materials                                 | Total % all sides | North        |               | East       |               | South         |               | West                                       |               | Total Sq.Ft. all |
|                                                    |                   | Sq.Ft.       | %             | Sq.Ft.     | %             | Sq.Ft.        | %             | Sq.Ft.                                     | %             |                  |
| Glazing                                            | 5.4%              | 0            | 0.0%          | 0          | 0.0%          | 640           | 18.5%         | 0                                          | 0.0%          | 640              |
| Metal**                                            | 0.0%              | 0            | 0.0%          | 0          | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0                |
| Stucco                                             | 86.6%             | 4,483        | 100.0%        | 0          | 0.0%          | 2,798         | 80.8%         | 2,978                                      | 96.1%         | 10,259           |
| Stone                                              | 0.4%              | 0            | 0.0%          | 20         | 2.5%          | 10            | 0.3%          | 12                                         | 0.4%          | 42               |
| Arch. CMU                                          | 0.0%              | 0            | 0.0%          | 0          | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0                |
| Tile                                               | 7.6%              | 0            | 0.0%          | 775        | 97.5%         | 15            | 0.4%          | 110                                        | 3.5%          | 900              |
| <b>Total</b>                                       | <b>100.0%</b>     | <b>4,483</b> | <b>100.0%</b> | <b>795</b> | <b>100.0%</b> | <b>3,463</b>  | <b>100.0%</b> | <b>3,100</b>                               | <b>100.0%</b> | <b>11,841</b>    |
| Total Square Footage of Exterior Wall Area*        |                   |              |               |            |               | 11,201        |               | *excludes fenestration and doors           |               |                  |
| Total Square Footage of Masonry Wall Area          |                   |              |               |            |               | 11,201        |               |                                            |               |                  |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |                   |              |               |            |               | <b>100.0%</b> |               | <b>** most metals have masonry backing</b> |               |                  |

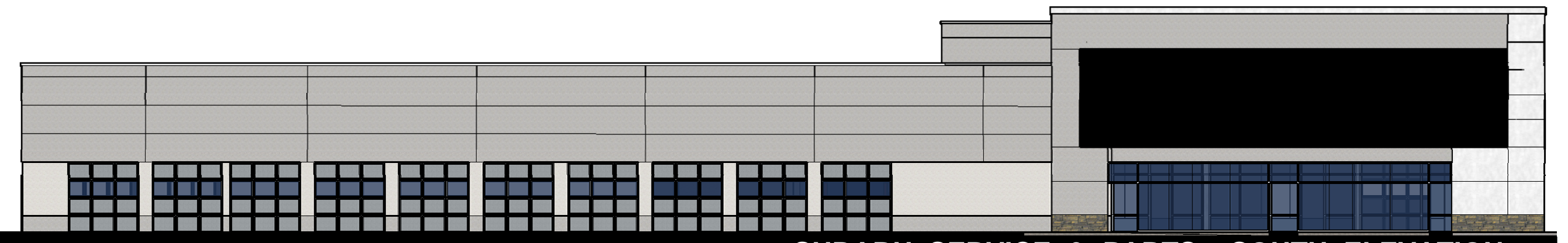
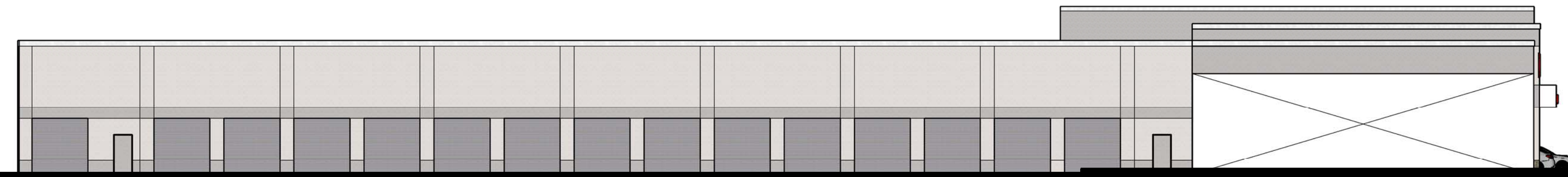


SECTION CUT THROUGH SALES DEPARTMENT

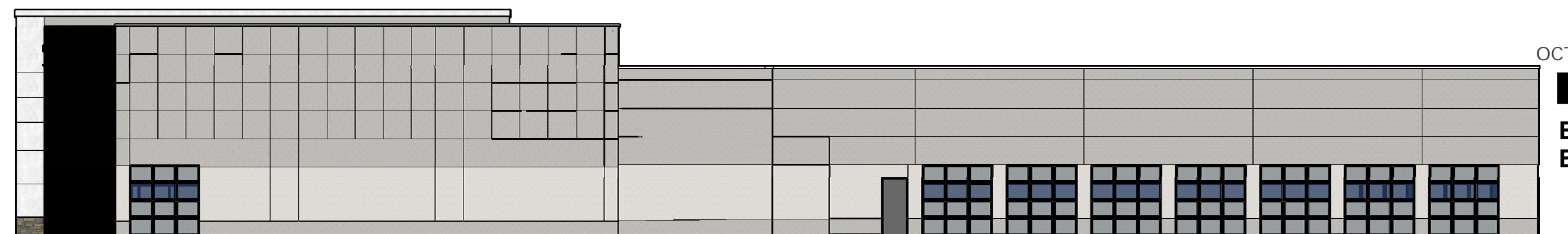
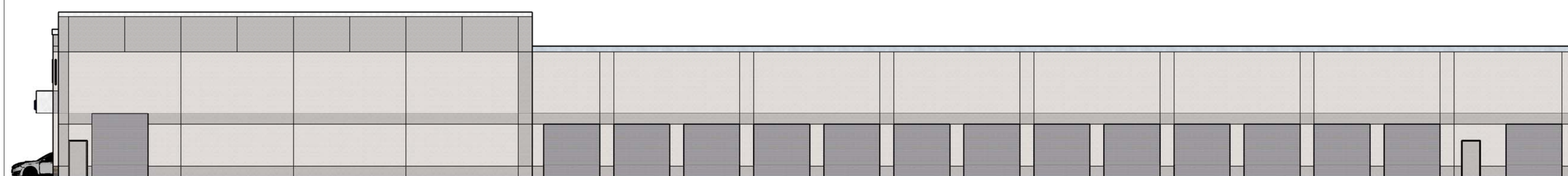
**SUBARU SERVICE & PARTS - EAST ELEVATION**  
1/16" = 1'-0"



**SUBARU SERVICE & PARTS - WEST ELEVATION**  
1/16" = 1'-0"



**SUBARU SERVICE & PARTS - SOUTH ELEVATION**  
1/16" = 1'-0"



**SUBARU SERVICE & PARTS - NORTH ELEVATION**  
1/16" = 1'-0"



A PLUS DESIGN GROUP  
ARCHITECTURE  
INTERIORS  
CONSTRUCTION

972-724-4440  
APDG.US

©COPYRIGHT  
A PLUS DESIGN GROUP 2015

A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

OCTOBER 25, 2017

**BUILDING  
ELEVATIONS**

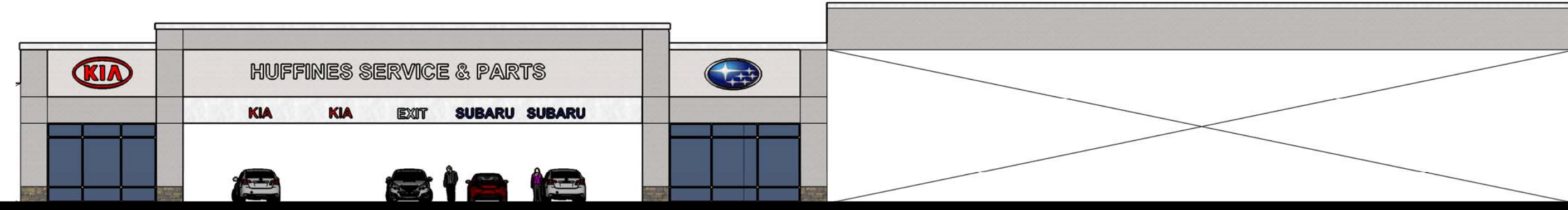
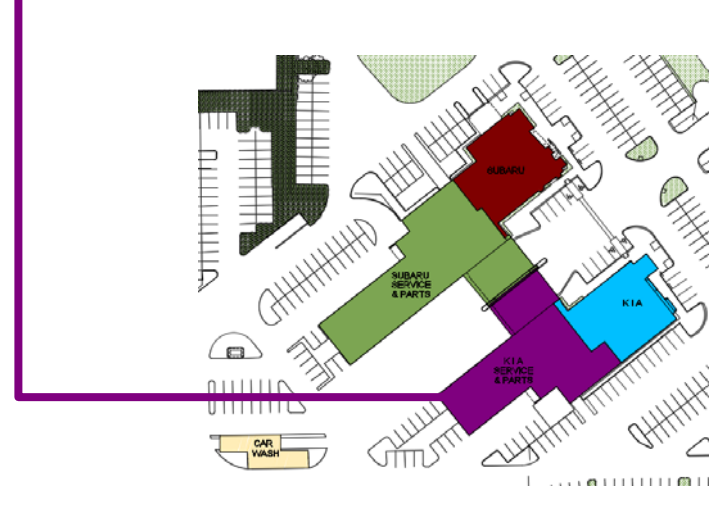
COUNCIL APPROVED

CURRENT DESIGN

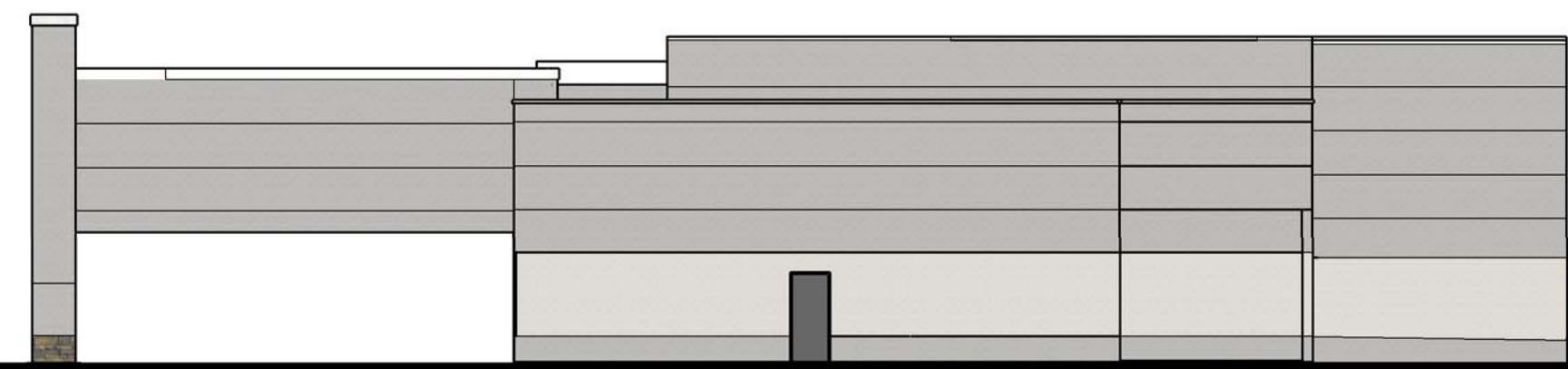
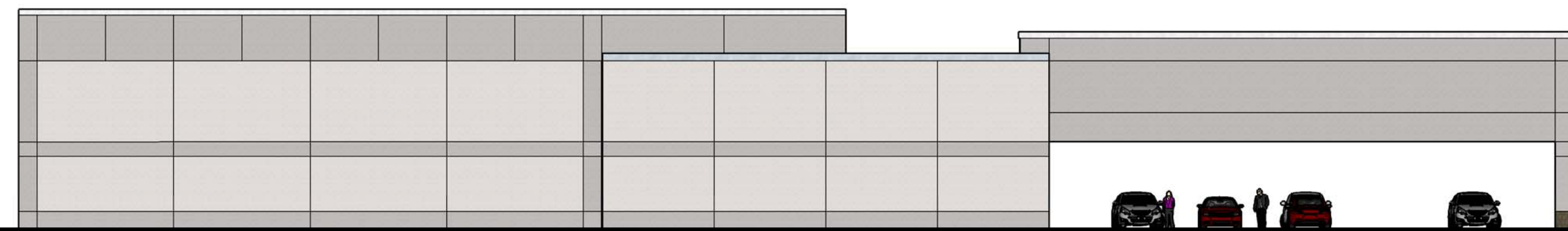
| KIA - SERVICE AND PARTS                            |                   |              |               |               |               |                                            |               |              |               |                  |
|----------------------------------------------------|-------------------|--------------|---------------|---------------|---------------|--------------------------------------------|---------------|--------------|---------------|------------------|
| Exterior Materials                                 | Total % all sides | North        |               | East          |               | South                                      |               | West         |               | Total Sq.Ft. all |
|                                                    |                   | Sq.Ft.       | %             | Sq.Ft.        | %             | Sq.Ft.                                     | %             | Sq.Ft.       | %             |                  |
| Glazing                                            | 7.2%              | 720          | 27.8%         | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 720              |
| Metal**                                            | 0.0%              | 0            | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 0                |
| Stucco                                             | 84.7%             | 1,848        | 71.3%         | 0             | 0.0%          | 4,105                                      | 100.0%        | 3,103        | 96.2%         | 8,493            |
| Stone                                              | 0.3%              | 10           | 0.4%          | 20            | 2.5%          | 0                                          | 0.0%          | 12           | 0.4%          | 30               |
| Arch. CMU                                          | 0.0%              | 0            | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 0                |
| Tile                                               | 7.9%              | 15           | 0.6%          | 775           | 97.5%         | 0                                          | 0.0%          | 110          | 3.4%          | 790              |
| <b>Total</b>                                       | <b>100.0%</b>     | <b>2,593</b> | <b>100.0%</b> | <b>795</b>    | <b>100.0%</b> | <b>4,105</b>                               | <b>100.0%</b> | <b>3,225</b> | <b>100.0%</b> | <b>10,033</b>    |
| Total Square Footage of Exterior Wall Area*        |                   |              |               | 9,313         |               | *excludes fenestration and doors           |               |              |               |                  |
| Total Square Footage of Masonry Wall Area          |                   |              |               | 9,313         |               |                                            |               |              |               |                  |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |                   |              |               | <b>100.0%</b> |               | <b>** most metals have masonry backing</b> |               |              |               |                  |



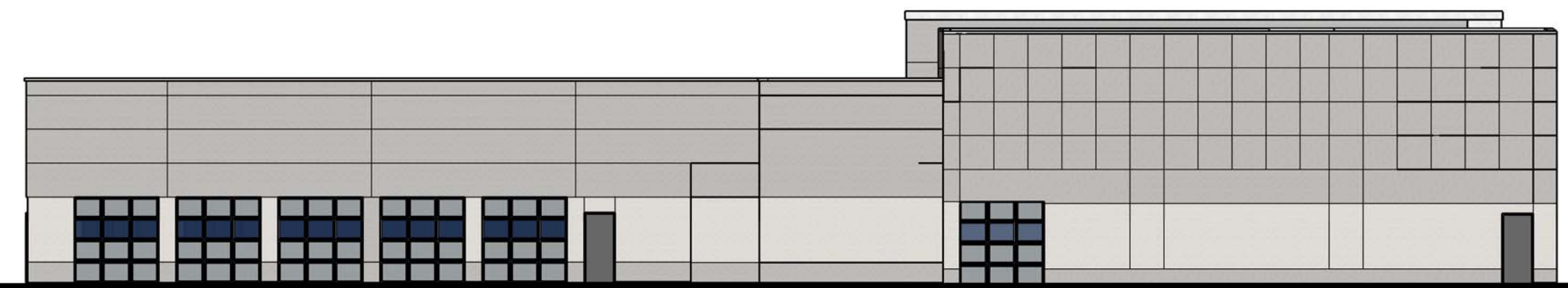
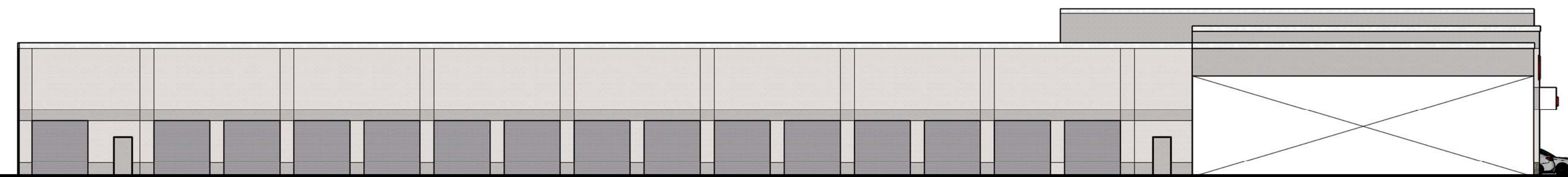
972-724-4440  
APDG.US  
©COPYRIGHT A PLUS DESIGN GROUP 2015



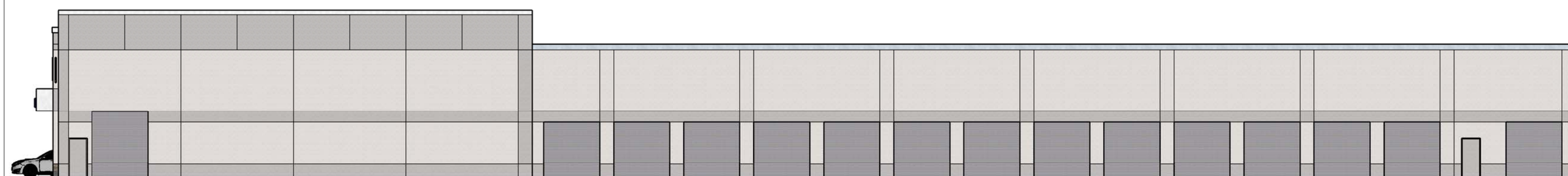
**KIA SERVICE & PARTS - EAST ELEVATION**  
1/16" = 1'-0"



**KIA SERVICE & PARTS - WEST ELEVATION**  
1/16" = 1'-0"



**KIA SERVICE & PARTS - SOUTH ELEVATION**  
1/16" = 1'-0"



**KIA SERVICE & PARTS - NORTH ELEVATION**  
1/16" = 1'-0"

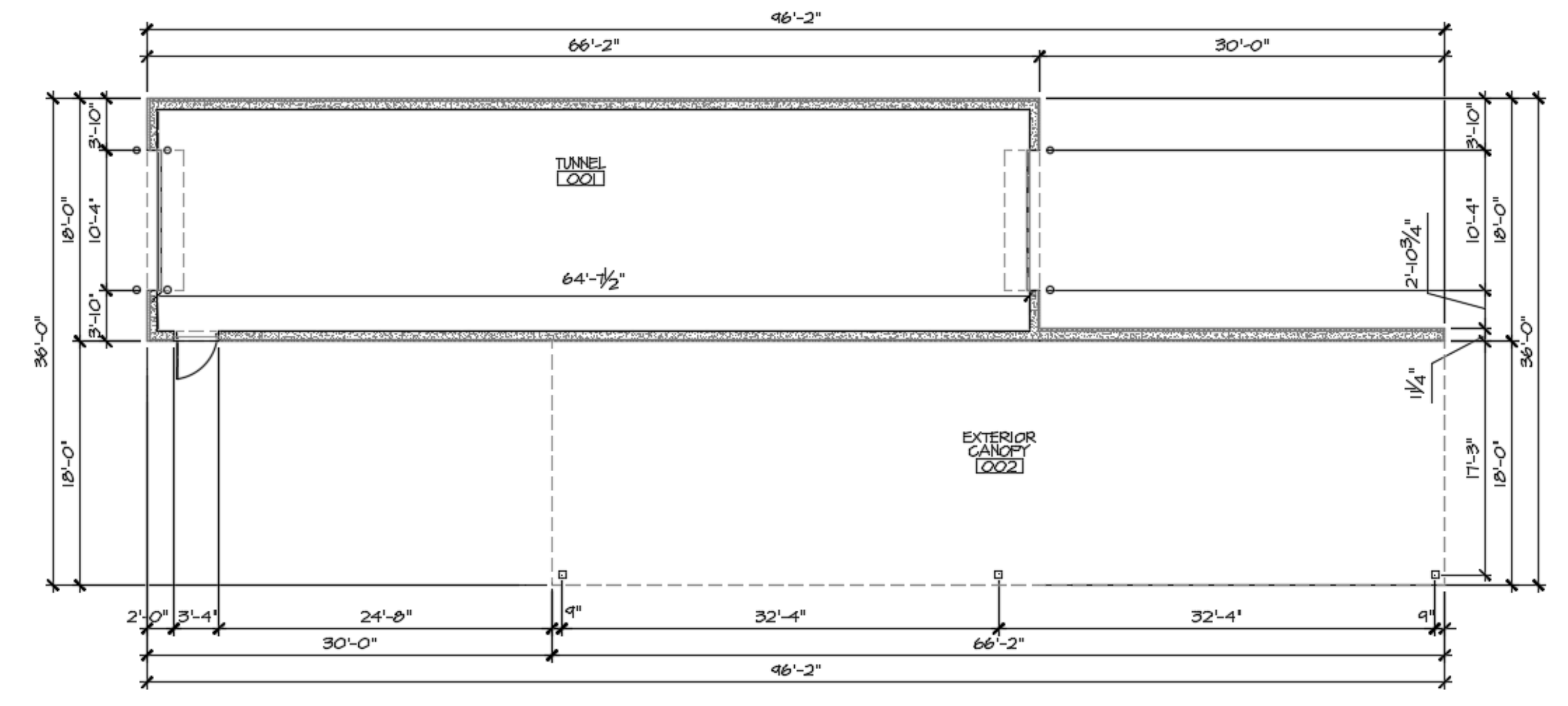
A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

OCTOBER 25, 2017

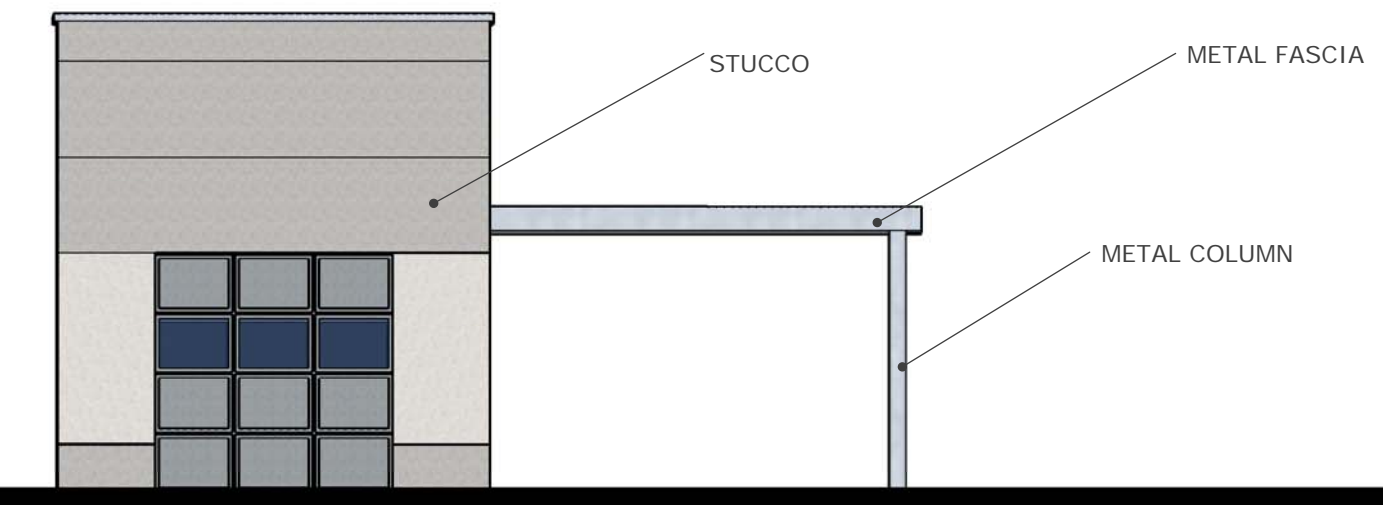
**BUILDING ELEVATIONS**

| Exterior Materials                                 | North        |               | East       |               | South        |               | West       |               | Total Sq.Ft. all |
|----------------------------------------------------|--------------|---------------|------------|---------------|--------------|---------------|------------|---------------|------------------|
|                                                    | Sq.Ft.       | %             | Sq.Ft.     | %             | Sq.Ft.       | %             | Sq.Ft.     | %             |                  |
| Metal**                                            | 0            | 0.0%          | 25         | 8.8%          | 100          | 5.9%          | 25         | 8.8%          | 150              |
| Stucco                                             | 1,630        | 100.0%        | 260        | 91.2%         | 1,590        | 94.1%         | 260        | 91.2%         | 3,740            |
| <b>Total</b>                                       | <b>1,630</b> | <b>100.0%</b> | <b>285</b> | <b>100.0%</b> | <b>1,690</b> | <b>100.0%</b> | <b>285</b> | <b>100.0%</b> | <b>3,890</b>     |
| Total Square Footage of Exterior Wall Area*        |              |               |            |               | 3,890        |               |            |               |                  |
| Total Square Footage of Masonry Wall Area          |              |               |            |               | 3,740        |               |            |               |                  |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |              |               |            |               | <b>96.1%</b> |               |            |               |                  |

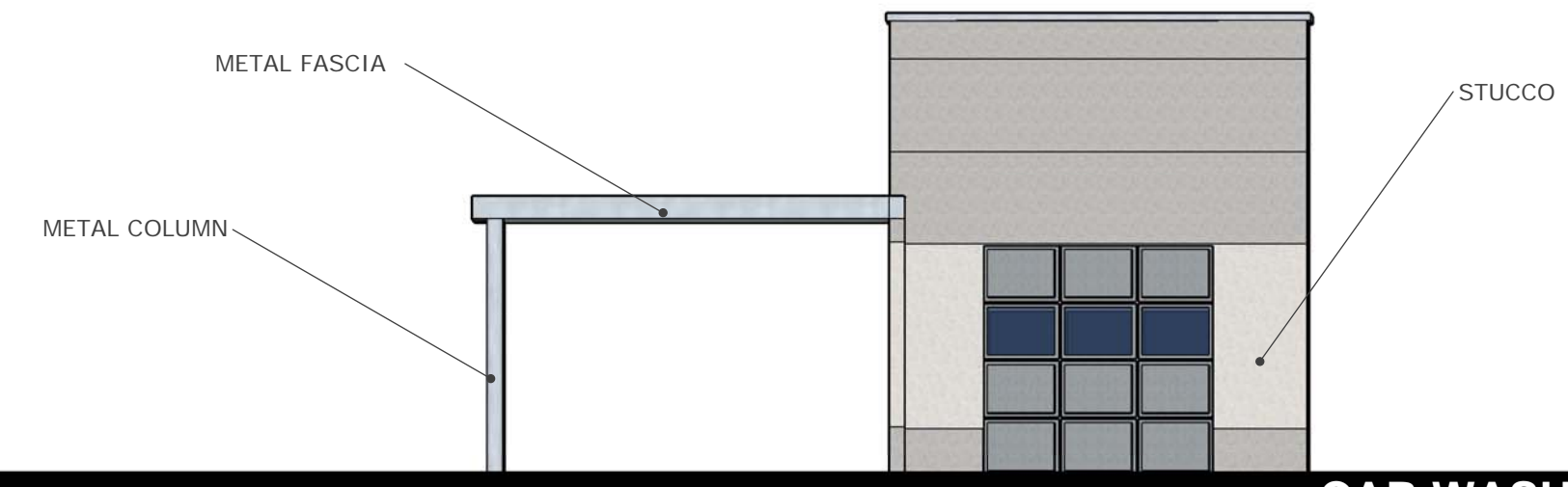
\*excludes fenestration and doors  
\*\* most metals have masonry backing



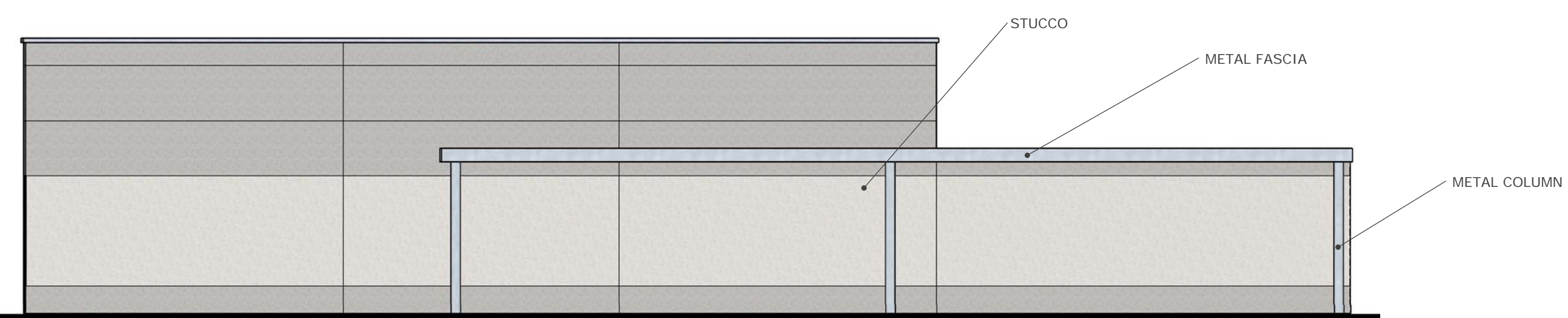
**CAR WASH FLOOR PLAN**



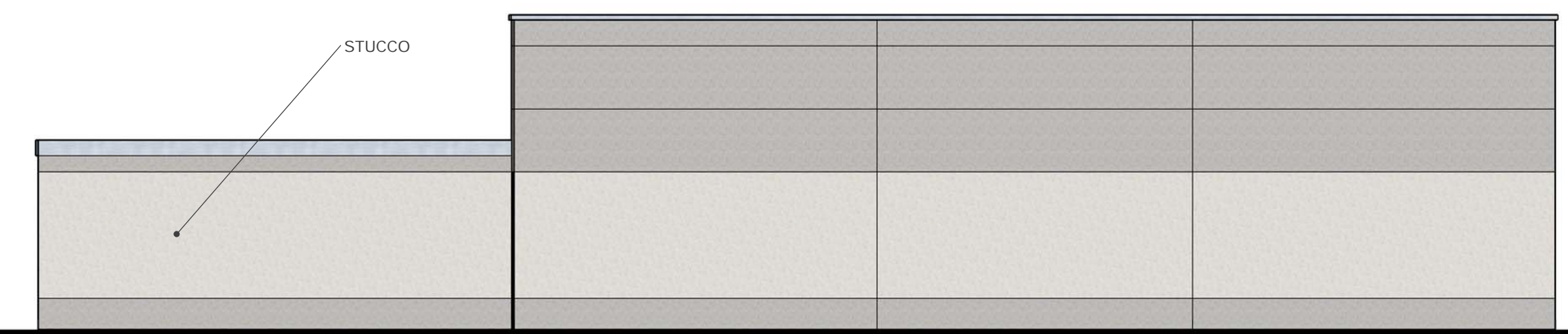
**CAR WASH - WEST ELEVATION**  
1/8" = 1'-0"



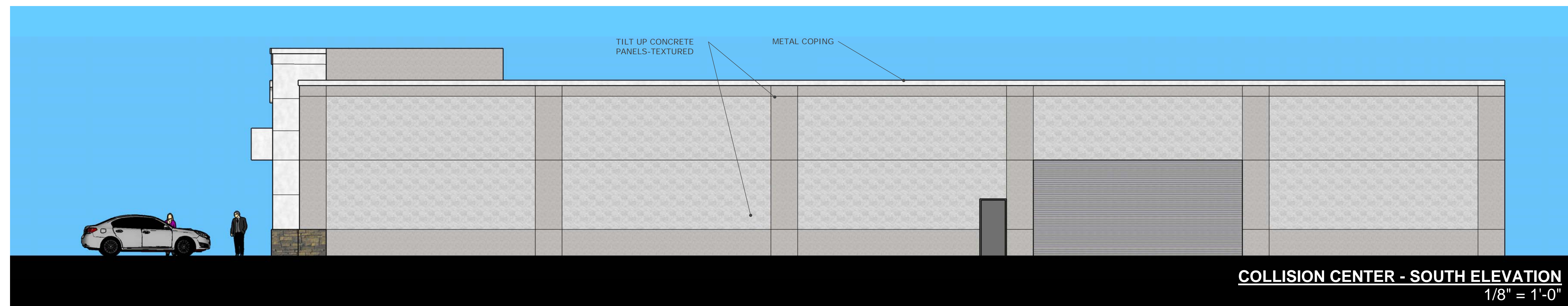
**CAR WASH - EAST ELEVATION**  
1/8" = 1'-0"



**CAR WASH - SOUTH ELEVATION**  
1/8" = 1'-0"

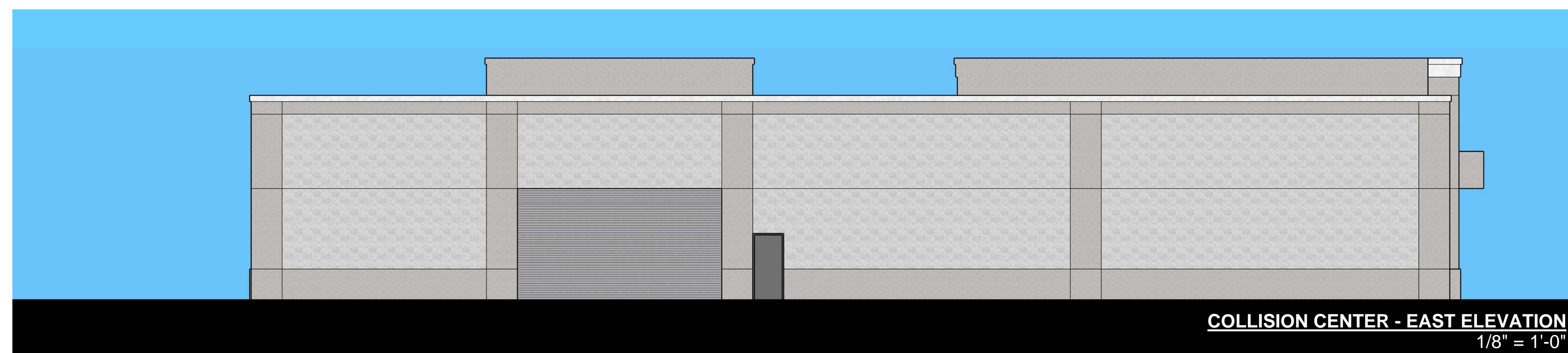
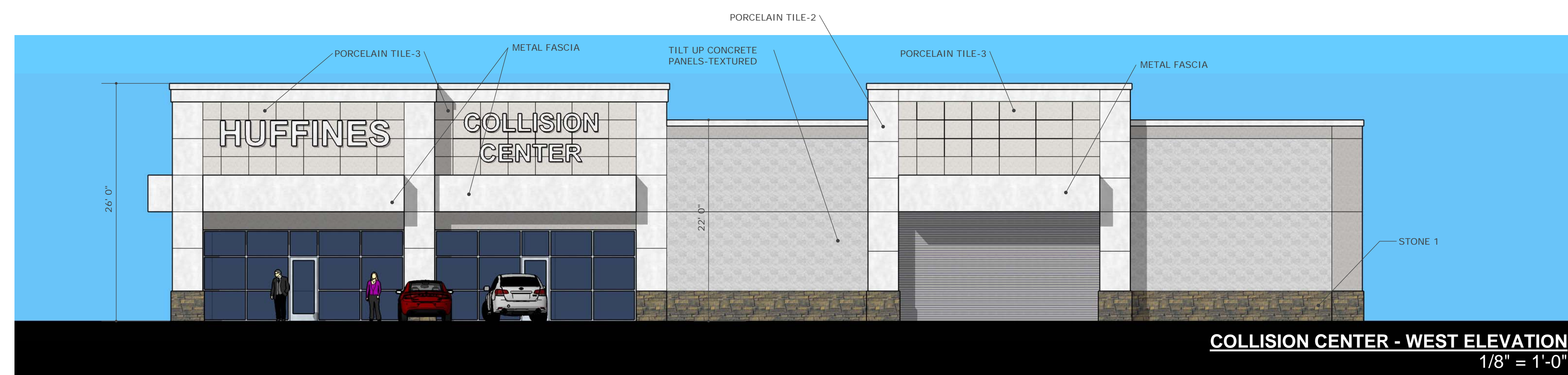


**CAR WASH - NORTH ELEVATION**  
1/8" = 1'-0"



COLLISION CENTER

| Exterior Materials                                | Total % all sides | North        |       | East         |       | South                            |       | West         |       | Total Sq.Ft. all                    |
|---------------------------------------------------|-------------------|--------------|-------|--------------|-------|----------------------------------|-------|--------------|-------|-------------------------------------|
|                                                   |                   | Sq.Ft.       | %     | Sq.Ft.       | %     | Sq.Ft.                           | %     | Sq.Ft.       | %     |                                     |
| Glazing                                           | 50.7%             | 220          | 33.3% |              |       |                                  |       | 440          | 66.7% | 660                                 |
| Metal**                                           | 60.7%             | 229          | 29.0% | 86           | 10.9% | 140                              | 17.7% | 335          | 42.4% | 790                                 |
| Stone                                             | 74.3%             | 445          | 46.0% | 180          | 18.6% | 120                              | 12.4% | 222          | 23.0% | 967                                 |
| Concrete                                          | 639.7%            | 1,849        | 22.2% | 2,462        | 29.6% | 2,854                            | 34.3% | 1,158        | 13.9% | 8,323                               |
| Tile                                              | 10.8%             | 347          | 26.7% |              |       |                                  |       | 954          | 73.3% | 1,301                               |
| <b>Total</b>                                      | <b>836.3%</b>     | <b>3,090</b> |       | <b>2,728</b> |       | <b>3,114</b>                     |       | <b>3,109</b> |       | <b>12,041</b>                       |
| Total Square Footage of Exterior Wall Area*       |                   |              |       | 11,381       |       | *excludes fenestration and doors |       |              |       |                                     |
| Total Square Footage of Class 1 Masonry Wall Area |                   |              |       | 2,268        |       |                                  |       |              |       |                                     |
| Total Square Footage of Class 2 Masonry Wall Area |                   |              |       | 8,323        |       |                                  |       |              |       |                                     |
| Total Percentage of Class 1 Masonry               |                   |              |       | 19.93%       |       |                                  |       |              |       |                                     |
| Total Percentage of Class 2 Masonry               |                   |              |       | 73.1%        |       |                                  |       |              |       |                                     |
| Total Percentage of Class 1 & 2 Masonry           |                   |              |       | 93.1%        |       |                                  |       |              |       | ** most metals have masonry backing |

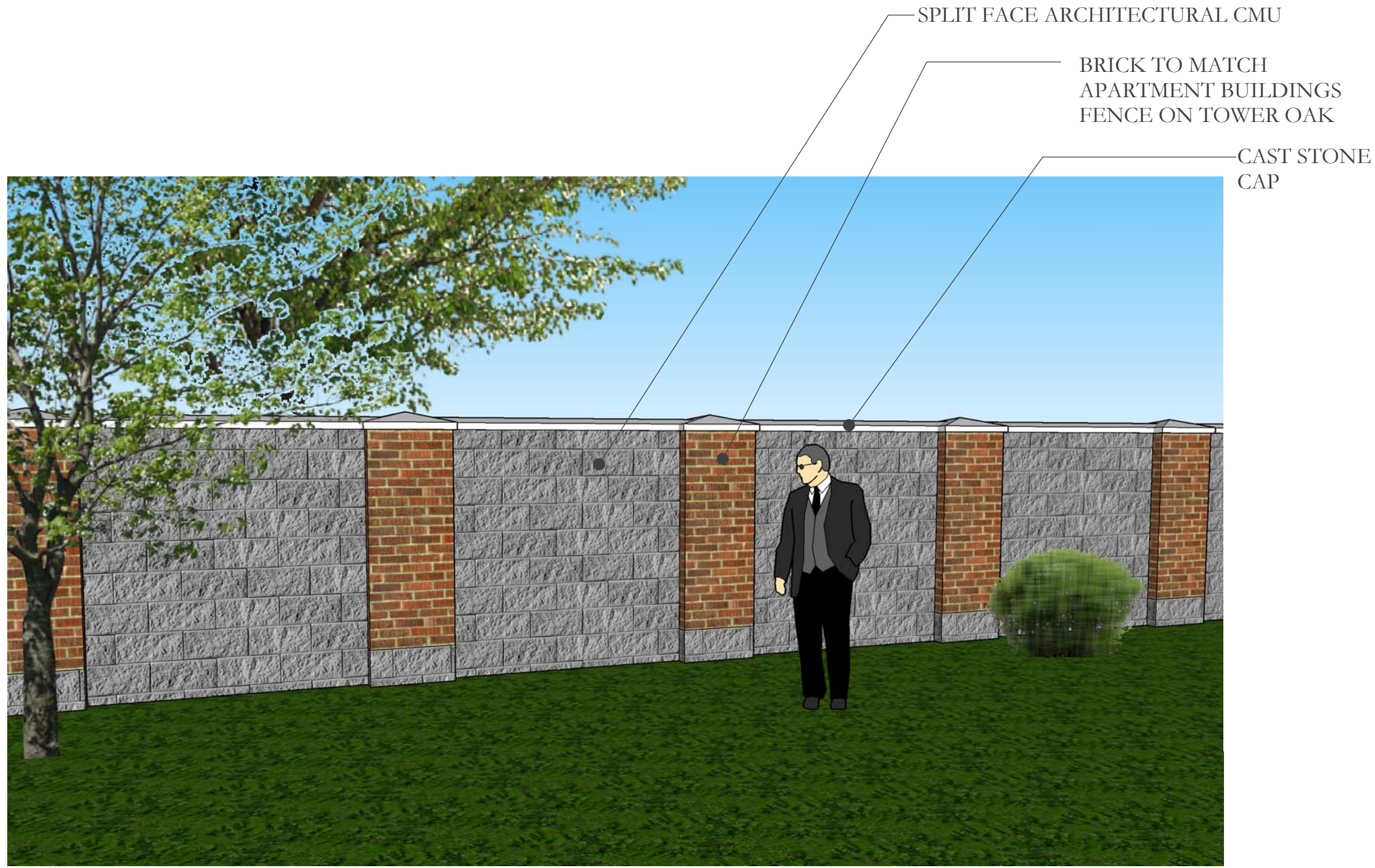




**A PLUS DESIGN GROUP**  
ARCHITECTURE  
INTERIORS  
CONSTRUCTION

972-724-4440  
APDG.US

©COPYRIGHT  
A PLUS DESIGN GROUP 2017

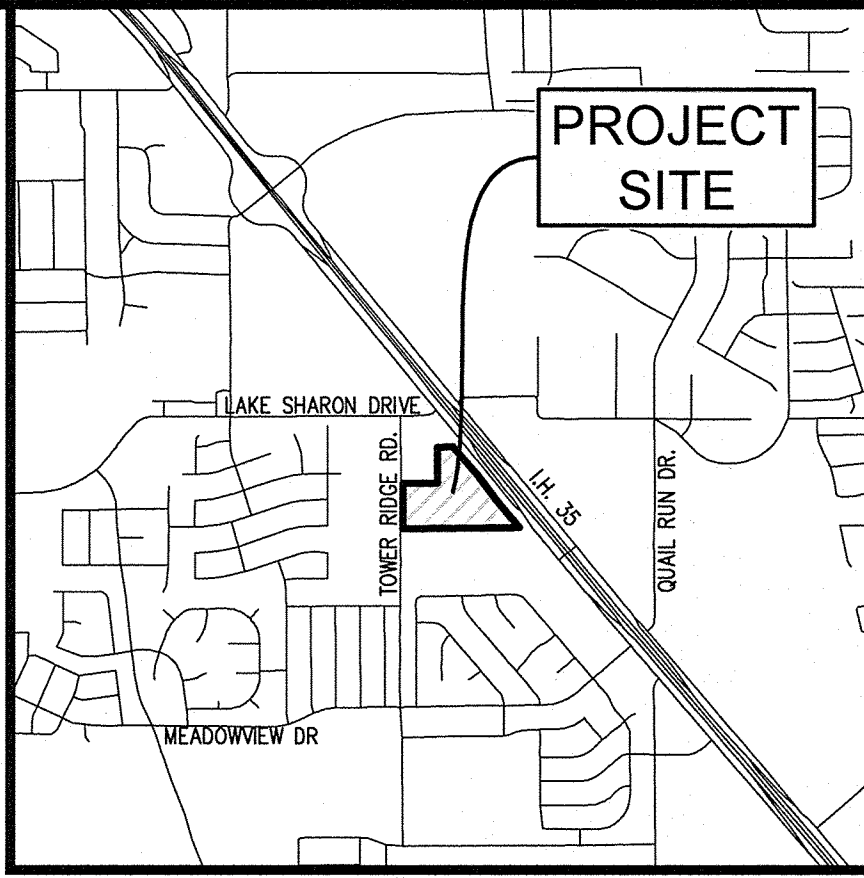
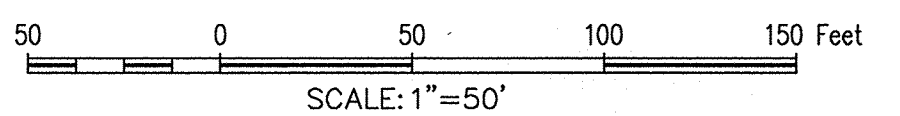
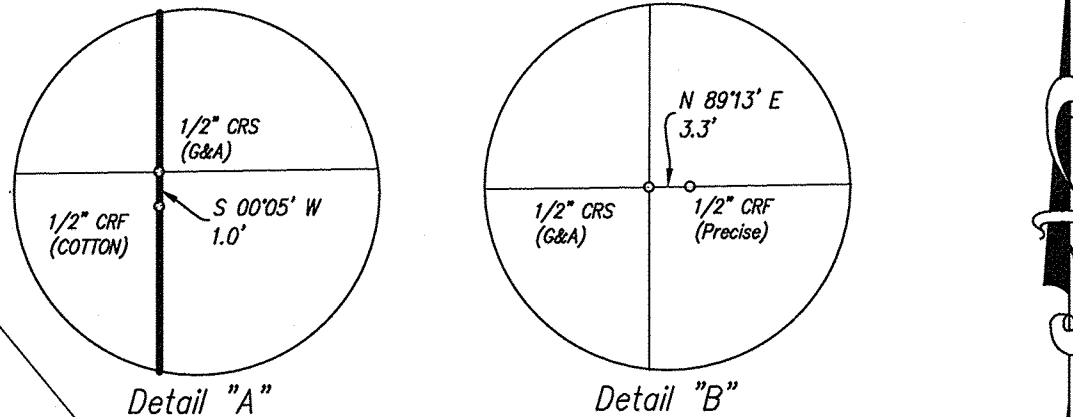
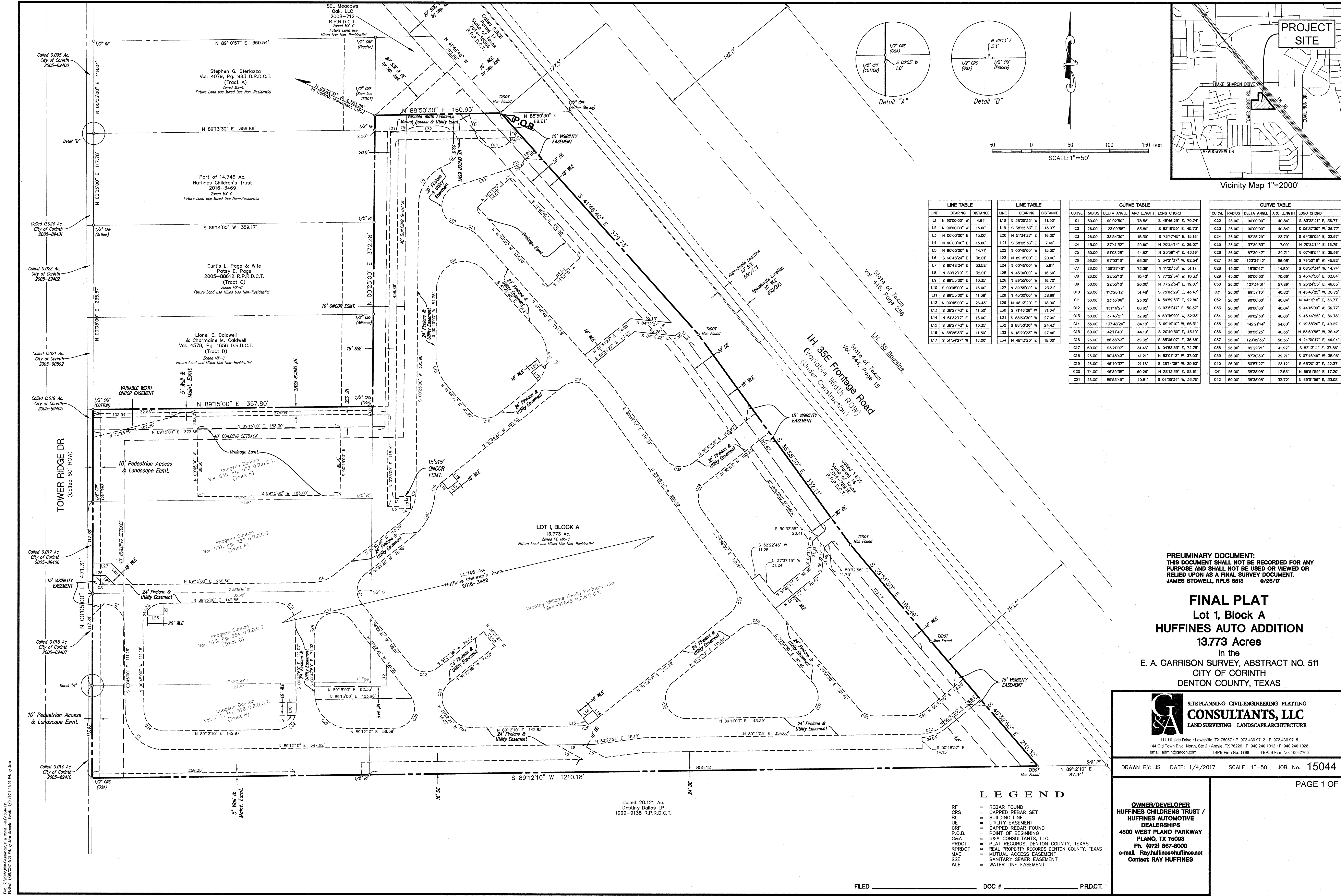


**FENCE TYPE #2**  
**6'-0" HIGH MASONRY FENCE**  
**PROPOSED**

A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

OCT. 25, 2017

**FENCE ELEVATIONS**



| LINE | BEARING        | DISTANCE |
|------|----------------|----------|
| L1   | N 90°00'00\"/> |          |

| LINE | BEARING        | DISTANCE |
|------|----------------|----------|
| L18  | N 38°28'13\"/> |          |

| CURVE | RADIUS | DELTA ANGLE  | ARC LENGTH | LONG CHORD |
|-------|--------|--------------|------------|------------|
| C1    | 50.00' | 90°02'59\"/> |            |            |

| CURVE | RADIUS | DELTA ANGLE  | ARC LENGTH | LONG CHORD |
|-------|--------|--------------|------------|------------|
| C22   | 28.00' | 90°00'00\"/> |            |            |

| LINE | BEARING        | DISTANCE |
|------|----------------|----------|
| L19  | N 90°00'00\"/> |          |

| LINE | BEARING        | DISTANCE |
|------|----------------|----------|
| L20  | N 51°34'27\"/> |          |

| CURVE | RADIUS | DELTA ANGLE   | ARC LENGTH | LONG CHORD |
|-------|--------|---------------|------------|------------|
| C2    | 28.00' | 123°09'58\"/> |            |            |

| CURVE | RADIUS | DELTA ANGLE  | ARC LENGTH | LONG CHORD |
|-------|--------|--------------|------------|------------|
| C23   | 28.00' | 90°00'00\"/> |            |            |

PRELIMINARY DOCUMENT:  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
 PURPOSE AND SHALL NOT BE USED OR VIEWED OR  
 RELIED UPON AS A FINAL SURVEY DOCUMENT.  
 JAMES STOWELL, RPLS 8618 9/25/17

### FINAL PLAT

Lot 1, Block A  
**HUFFINES AUTO ADDITION**  
 13.773 Acres  
 in the  
 E. A. GARRISON SURVEY, ABSTRACT NO. 511  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS

**SITE PLANNING CIVIL ENGINEERING PLATTING**  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715  
 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028  
 email: admin@gacon.com TBPE Firm No. 1798 TBPLS File No. 10047700

DRAWN BY: JS DATE: 1/4/2017 SCALE: 1"=50' JOB. No. 15044

- LEGEND**
- RF = REBAR FOUND
  - CRS = CAPPED REBAR SET
  - BL = BUILDING LINE
  - UE = UTILITY EASEMENT
  - CRF = CAPPED REBAR FOUND
  - P.O.B. = POINT OF BEGINNING
  - G&A = G&A CONSULTANTS, LLC
  - PRDCT = PLAT RECORDS, DENTON COUNTY, TEXAS
  - RRPRDCT = REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
  - MAE = MUTUAL ACCESS EASEMENT
  - SSE = SANITARY SEWER EASEMENT
  - WLE = WATER LINE EASEMENT

FILED \_\_\_\_\_ DOC # \_\_\_\_\_ PRDCT.

File: D:\2017\15044\15044.dwg; Plot: D:\2017\15044\15044.plt; Plot Date: 9/25/2017 12:59 PM; by: jsn  
 Plotter: HP DesignJet T1300; Plot Size: 36" x 48"; Plot Scale: 1"=50'; Plot Orientation: Portrait





# **PROPOSED ORDINANCE**

**ORDINANCE NO. 17-12-07-\_\_**

**HUFFINES AUTO ADDITION - PD MX-C – AMENDED PD**

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, ORDINANCE NO. 13-05-02-08, AS AMENDED AND AMENDING PLANNED DEVELOPMENT ORDINANCE NO. 16-05-05-15 (PD MX-C) ON PROPERTY LEGALLY DESCRIBED ON THE APPROVED PLAT AS LOT 1, BLOCK A HUFFINES AUTO ADDITION, BEING 13.773 ACRES OF LAND SITUATED IN THE E. A. GARRISON SURVEY, COUNTY ABSTRACT 511 BEING TRACTS 36, 35, 34, 33, AND 24 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS; PROVIDING FOR AN UPDATED PD DESIGN STATEMENT AND A PD DESIGN MAP; PROVIDING FOR AMENDED DETAILED SITE PLAN DOCUMENTS; PROVIDING FOR AMENDED USE AND LAND USE REGULATIONS; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT MASTER PLAN; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR PUBLICATION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Corinth, Texas has adopted Ordinance No. 13-05-02-08, which adopts a Unified Development Code, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

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

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

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

**WHEREAS**, the City Council further considered among other things the character of the districts; their peculiar suitability for particular uses, aesthetic quality of the architectural design, the design consistency throughout the site, the preservation of site integrity, the consistency of landscape design, the environmental quality impact of the bio-swale and detention facilities, the efforts to contribute to the overall community design objectives including adjacent properties, and provide a positive example for future projects, and

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

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

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

### **SECTION I - LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That in accordance with the Unified Development Code, which includes the Comprehensive Zoning Ordinance of the City of Corinth, Texas, as heretofore amended is hereby amended by amending "Exhibit C" Use and Area Regulations and "Exhibit D" Site Plan" documents on 13.773 acres of land described in "Exhibit A" attached hereto, amending this Planned Development Mixed Use-Commercial (PD MX-C) district.

### **SECTION II – PLANNED DEVELOPMENT MASTER PLAN**

The amended PD Design Statement and PD Concept Design Map documents described as "Exhibit B" attached hereto and made a part hereof are approved.

### **SECTION III – LAND USE REGULATIONS**

- A. The Zoning and Land Use Regulations set forth in "Exhibit C" and the Detailed Site Plan Documents set forth in "Exhibit D" attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development Mixed Use-Commercial District. In the event of conflict between the provisions of "Exhibit C" Use and Area Regulations and provisions of any other exhibit, the provisions of "Exhibit C" Use and Area Regulations control.
- B. That the zoning regulations and districts as herein established have been made in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community
- C. If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Unified Development Code, Planned Development Application and Review. An extension of the two year expiration shall

be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Planning determines development progress is occurring.

- D. The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council. The property owner shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the Mayor and acknowledgement by the City Secretary. The Planned Development Master Plan, including the signed map shall be made a part of the permanent file and maintained by the City Secretary.

#### **SECTION IV – PENALTY FOR VIOLATIONS**

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

#### **SECTION V – SEVERABILITY CLAUSE**

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

#### **SECTION VI – EFFECTIVE DATE**

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

**PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF DECEMBER, 2017.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION  
13.773 ACRES

**BEING** all that certain lot, tract or parcel of land situated in the E. A. Garrison Survey, Abstract Number 511, City of Corinth, Denton County, Texas, being part of that certain called 20 acre tract of land, described in deed to Dorothy Williams Family Partners, Ltd., recorded in Document Number 1999-82645 of the Real Property Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 537, Page 326 of the Deed Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 529, Page 254 of the Deed Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 537, Page 327 of the Deed Records of Denton County, Texas and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 639, Page 592 of the Deed Records of Denton County, Texas, and being part of Tracts E, F, G and H as shown on the plat for H. R. Williams subdividing the west portion of the H. R. Williams First Tract and Second Tract, an addition to the Town of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet J, Page 6 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2" capped rebar found (Sam Inc. TXDOT) at the southwest corner of that certain called 0.478 acre tract of land described in deed to SEL Meadows Oak, LLC, recorded in Document Number 2008-712 of the Real Property Records of Denton County, Texas, and being on the east line of Tract A of said H. R. Williams Subdivision, and being on the east line of that certain called one acre tract of land, described in deed to Stephen G. Sferlazza, recorded in Volume 4079, Page 983 of the Deed Records of Denton County, Texas, from which a 1/2" capped rebar found (Precise) at the northeast corner thereof, bears N 00°25'00" W, 99.59 feet;

**THENCE** N 88°50'30" E, 160.95 feet with the south line of said 0.478 acre tract, to a Texas Department of Transportation Monument found at the southerly southwest corner of that certain called 0.828 acre tract of land, described as Parcel 17 in deed to the State of Texas, recorded in Document Number 2014-16066 of the Real Property Records of Denton County, Texas, being the northwest corner of that certain called 1.635 acre tract of land, described as Parcel 14 in deed to the State of Texas, recorded in Document Number 2014-78948 of the Real Property Records of Denton County, Texas, and being on the west line of Interstate Highway 35E, from which a 1/2" capped rebar found (Arthur Survey) at the northeast corner of said Parcel 14 and the southeast corner of said Parcel 17, bears N 88°50'30" E, 88.61 feet;

**THENCE** with the west line of said Parcel 14 and the west line of said Interstate Highway 35E the following:

S 41°46'40" E, 379.73 feet to a Texas Department of Transportation Monument found;

S 35°58'30" E, 332.11 feet to a Texas Department of Transportation Monument found;

S 39°51'30" E, 160.49 feet to a Texas Department of Transportation Monument found;

S 40°39'50" E, 210.32 feet to a Texas Department of Transportation Monument found at the southwest corner of said Parcel 14, being on the south line of said 20 acre tract, and being on the north line of that certain Called 20.121 Acre tract of land described in deed to Destiny Dallas LP, recorded in Document Number 1999-9138 of the Real Property Records of Denton County, Texas, from which a 5/8" rebar found at the southeast corner of said Parcel 14 and the southeast corner of said 20 acre tract and the northeast corner of said Destiny Dallas LP tract bears N 89°12'10" E, 87.94 feet;

**THENCE** S 89°12'10" W, with the south line of said 20 acre tract, and the north line of said 20.121 acre tract, passing at 855.12 feet the southeast corner of said Tract H, being the southeast corner of said Imogene Duncan tract recorded in Volume 537, Page 326, continuing with the south line thereof, a total distance of 1210.18 feet to a 1/2" capped rebar set (G&A Consultants) at the southeast corner of that certain called 0.014 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89410 of the Real Property Records of Denton County, Texas, and being on the east line of Tower Ridge Drive;

**THENCE** N 00°05'00" E, with the east line of said Tower Ridge Drive, and the east line of said 0.014 acre tract, passing at 117.97 feet a 1/2" capped rebar set (G&A Consultants) at the northeast corner thereof, being the southeast corner of that certain called 0.015 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89407 of the Real Property Records of Denton County, Texas, being on the north line of said Tract H and the north line of said Imogene Duncan tract recorded in Volume 537, Page 326, and being on the south line said Tract G, and the south line of said Imogene Duncan tract, recorded in Volume 529, Page 254, from said point a 5/8" capped rebar found (Cotton) bears S 00°05'00" W, 1.0 feet, continuing with the east line of said 0.015 acre tract, passing at 235.75 feet the northeast corner thereof, and being the southeast corner of that certain called 0.017 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89406 of the Real Property Records of Denton County, Texas, being on the north line of said Tract G, and the north line of said Imogene Duncan tract recorded Volume 529, Page 254, and being on the south line of said Tract F, and said Imogene Duncan tract recorded in Volume 537, Page 327, continuing with the east line of said 0.017 acre tract, passing at 353.53 feet a 1/2" capped rebar found (Cotton) at the northeast corner thereof, being the southeast corner of that certain called 0.019 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89405 of the Real Property Records of Denton County, Texas, being on the north line of said Tract F, and the north line of said Imogene Duncan tract recorded in Volume 537, Page 327, and being the south line of said Tract E, and the south line of said Imogene Duncan tract recorded in Volume 639, Page 592, continuing with the east line of said 0.019 acre tract, a total distance of 471.31 feet to a 1/2" capped rebar found (COTTON) at the northeast corner thereof, being the southeast corner of that certain called 0.021 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-90592 of the Real Property Records of Denton County, Texas, being the north line of said Tract E, and the north line of said Imogene Duncan Tract recorded in Volume 639, Page 592, and being on the south line Tract D of said H. R. Williams Subdivision, and the south line of that certain tract of land, described in deed to Lionel E. Caldwell & Charmaine M. Caldwell, recorded in Volume 4578, Page. 1656 of the Deed Records of Denton County, Texas;

**THENCE** N 89°15'00" E, 357.80 feet with the north line of said Tract E and the north line of said Imogene Duncan tract recorded in Volume 639, Page 592, and the south line of said Tract D and the south line of said Caldwell tract to a 1/2" capped rebar set (G&A Consultants) at the southeast corner thereof, and being the northeast corner of said Tract E and the northeast corner of said Imogene Duncan tract recorded in Volume 639, Page 592;

**THENCE** N 00°25'00" E, with the east line of said Tract D and the east line of said Caldwell tract, passing at 117.85 feet a 1/2" capped rebar found (Alliance) at the northeast corner thereof, being the southeast corner of Tract C of said H. R. Williams Subdivision, and being the southeast corner of that certain called one acre tract of land, described in deed to Curtis L. Page & wife Patsy E. Page, recorded in Document Number 2005-88612 of the Real Property Records of Denton County, Texas, continuing with the east line thereof, passing at a distance of 235.70 feet a 1/2" rebar found at the northeast corner of said Tract C and the northeast corner of said Page tract, and being the southeast corner of Tract B of said H. R. Williams Subdivision and the southeast corner of that certain called one acre tract of land described in deed to Dwight R. Walker, recorded in Document Number 2005-88616 of the Real Property Records of Denton County, Texas, continuing with the east line thereof, passing at 353.54 feet the northeast corner thereof, and being the northeast corner of said Tract B and the northeast corner of said Dwight R. Walker tract, and being the southeast corner of said Tract A and the southeast corner of said Sferlazza tract, continuing with the east line thereof, a total distance of 372.28 feet to the **POINT OF BEGINNING** and containing approximately 13.773 acres of land.



**EXHIBIT “B”**  
**HUFFINES KIA SUBARU DEALERSHIP PD MASTER PLAN**  
**CONSISTING OF**  
**PD DESIGN STATEMENT**

- i. This project / ordinance shall be referenced as the Huffines Automotive Planned Development Ordinance.
- ii. The owner / developer of the project will be Huffines Children’s Trust, the Trustee is James Huffines. While the Children’s Trust is the owner of the property and Developer, it works very closely with Huffines Automotive Dealerships of which the President S. Ray Huffines.
- iii. The property is located approximately 300 feet south of Meadows Oak, west of the I-35 ROW, north of the Destiny Dallas mobile home park, and partially abuts Tower Ridge Drive. Adjoining Land uses in relationship to the site are:
  - o North – approximately 3 acres zoned Mixed–Use Non-Residential Zoning – MX-C; there is currently a non-conforming single family house on the property, however, the property is being marketed for the commercial uses consistent with the existing zoning.
  - o East – I-35 highway and expanded right of way.
  - o South – approximately 10 plus acres zoned Mixed–Use Non-Residential Zoning – MX-C; approximately 2 to 3 acres of the frontage along I-35 is vacant and appropriate for use as zoned; the balance of the property is used as a non-conforming mobile home park.
  - o West of Tower Ridge Drive near the south half of the proposed project is the clubhouse and leasing office for a multi-family apartment complex; to the north of the multi-family project up to Meadows Oak the property is zoned Mixed–Use Non-Residential Zoning – MX-C and is currently anticipated for a new church site.
  - o East of Tower Ridge Drive and adjacent to the north half of the proposed project are 3 lots of approximately 1 acre each making a total of approximately 3 acres of land zoned Mixed–Use Non-Residential Zoning – MX-C; one of the lots (the one immediately north the subject tract) is currently a non-conforming rent house which the owner plans to remove and transition the property to a commercial use.

The subject property was zoned PD MX-C on May 5, 2016. The properties to both the north and south are all zoned and projected for various commercial uses. Tower Ridge serves as a common N-S access collector immediately west of the subject property. The I-35 service roads serve as the prime access along the east frontage of the subject property and the properties to the north and south. Special efforts have been taken to assure that the adjacent properties (and resultant City development opportunities) are optimized by considering the extension of drainage, utilities, and accessibility which is a special issue considering the limited access nature of the I-35 corridor which restricts ingress and egress.

Thus, joint access has been accommodated on the Final Plat which has been approved by the Planning and Zoning Commission and the civil construction plans have been approved by the City Engineer. The joint access concept has been restructured with the most recent Site Plan submittal which will be incorporated into the Ordinance update. The only proposed connectivity between any of the properties is the proposed mutual access easement between the subject property and the property to the north. When Lake Sharon Dr. is extended under and east of I-35 it will become a thoroughfare connecting much of the property west of I-35 to the east side of I-35.

There are three parcels approximately 1 acre each adjacent to the site. Two parcels that are not part of the pending site acquisition plus one parcel that is to be purchased, but not zoned. The land use for all three of these parcels is Mixed Use Non-Residential. From south to north: the south most parcel is currently being used as a residential rental property; the next parcel to the north is for sale at this time for commercial uses; the third and north most of the three 1 acre lots is being acquired by the applicant, but is not part of the zoning application.

It is noted that the property adjacent to Lake Sharon and one additional property east of Tower Ridge have existing residential use.

- iv. The subject property is approximately 13.773 acres was approved as the new location for Huffines Automotive Dealerships in Corinth by the existing PD ordinance.

The design concept for the site and overall development approved by the existing PD and only slightly modified by the current application for amending the current PD Ordinance and the latest associated Concept Plan is summarized as follows:

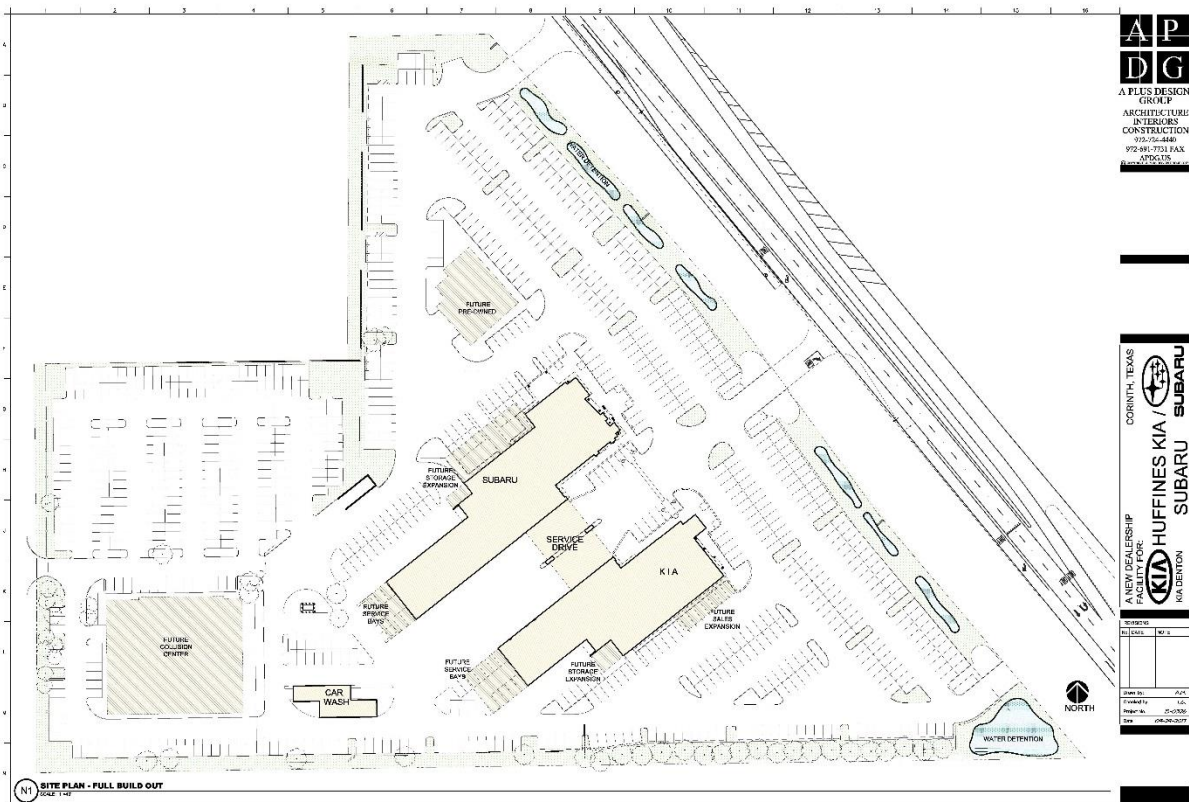
To establish a new concept Automobile Dealership for Auto Sales and maintenance based on a campus style land plan that:

- a. Focuses three human scale, moderate sized sales buildings on the I-35 frontage with supporting structures generally behind the sales buildings. Both of the new auto dealerships being constructed in Phase I and Phase II service / maintenance expansion are bridged or connected between the two new vehicle dealerships, and share a common customer vehicle entrance corridor between the two sales and service buildings. While it appears that there is one large building encompassing the two primary new vehicle dealerships and service facilities, there are actually two main buildings connected with a multi-bay open air covered service entrance or canopy.
- b. Actual service and maintenance facilities extend to the west behind the sales buildings. A service / collision repair facility is also located behind the dealership sales buildings. The customer sales facilities are oriented for full / direct visibility from I-35E; service and maintenance facilities will be located behind the sales buildings and thus are substantially buffered from view by the dealership sales structures. PD amendments proposed.

- v. In the original Concept Site Plan, a car wash had been planned for the back two bays. However, that plan would make expansion of service facilities more difficult and could introduce more movement at the service bays than desired. Therefore, it is proposed that a separate, free standing car wash be placed between the service buildings and the future Collision Center as shown on the newly submitted Site Plan. This is one of the specific issues for which an amendment to the PD is being requested. The car wash is a very small structure and will be designed to blend with the architecture of the two adjacent buildings (service and collision).
- vi. Applicant is requesting that the SUP provision for the Collision Center be eliminated by this zoning amendment and that the use be provided by right. Conditions and design considerations for the use right are provided for in the appropriate section of the use regulations as well as additional screening and landscaping.
- c. Maintains several mature trees and supplements existing vegetation with new landscaping in compliance with City standards. Where possible, existing tree masses will be preserved and will serve as a perimeter buffer.
- d. Goes beyond basic requirements of site and landscape design by the inclusion of a front bio-swale within the required landscape setback. The bio-swale filters runoff water from the property through an underground filtration system, and is also landscaped using a combination of shrubs, turf grass, and trees while channeling the runoff through bio-swales that act as a series of detention ponds.
- e. A low pipe rail will encircle the property. Along the frontage, the pipe rail will be supplemented with low shrubbery and vegetation, concealing much of the pipe rail along the frontage and visible areas along the north and south property lines near I-35.
- f. Separate monument signage as required for each sales building or franchise will be incorporated along the frontage behind TXDOT ROW within the project landscape setback as approved in the existing PD. Additional signage identifying each franchised dealership and the pre-owned sales buildings will be incorporated into structures by providing appropriate locations on the front and sides of the buildings for signage. Details of building signage have been provided illustrating location, distribution, and spacing of signage.
- g. The Concept Plan provides for on-site growth based on the projected and current market demand for the Auto franchises which will be relocated from another site to the proposed site. It is noted that the existing dealership location farther north is inadequate for current design and size requirements for Automobile Dealerships due to inadequate acreage and the reality that the TXDOT R.O.W. takings push the service / access roads too close to the existing structures to maintain customer and display parking in front of the buildings. The applicant has, as committed in the original zoning, deed restricted the old (current) dealership site to surrender the grandfathered zoning and not be usable for auto sales unless specifically zoned for such by the City. Therefore, it is expected that the existing dealership site approximately two miles to the north will be redeveloped into uses more suitable for the size of the property.

- vii. No other existing PD zoning districts are known to exist in the general area near the proposed project.
- viii. The "MX-C" Mixed – Use Commercial District, including the regulations of the Corinth Unified Development Code, per the City of Corinth Unified Development Code was selected as the base zoning district to regulate all uses and development regulations not identified as being modified by the subject PD regulations. The PD regulations hereinafter are being slightly amended to provide for the special provisions required for the subject use to function as full sales and service automobile dealerships.
- ix. There are only three existing streets or roadways that impact or serve the subject property (no new streets or roadways are anticipated or provided for in the City Comprehensive Plan). The three existing streets / roadways are: I-35, a high speed freeway with service roads that is undergoing expansion and reconfiguration by TXDOT; Lake Sharon Dr., a two lane existing road that will become an east – west thoroughfare (future ROW and expansion are anticipated); and Tower Ridge Trail, a north south collector that has recently been expanded to its probable ultimate size of a collector.
- x. The property elevation generally ranges from 623 feet to 591 feet and is a gently rolling site sloping to the center from both the east and west. The property drains to both the north and south providing for natural drainage both north and south. The site features a combination of Birome and Gasil fine sandy loams.
- xi. A list of all applicable special development regulations or modified regulations to the base zoning district; plus a list of Subdivision Waivers requested to the Subdivision Regulations or other applicable development regulations:
  - Landscape Regulations
  - Vehicle Parking Regulations
  - Residential Adjacency Standards
  - Exterior Façade Materials
  - Sign Regulations
  - Fencing and Screening Regulations
  - Parking Lot Curbing
  - Lighting and Glare
  - Uses

**PD CONCEPT DESIGN MAP**



**CERTIFICATE OF APPROVAL – PD DESIGN MAP**

Approved

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

\_\_\_\_\_  
 Date

The undersigned, the City Secretary of the City of Corinth, Texas, hereby certifies that the foregoing Design Map for Huffines Kia Subaru Master Planned Development was submitted to the City Council on the \_\_\_ day of May, 2016 and the Council by formal action, then and there accepted the PD Design Map, and said Council further authorizes the Mayor to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness by hand this \_\_\_ day of December, 2017.

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

\_\_\_\_\_  
 Date

## **EXHIBIT “C” LAND USE REGULATIONS**

### **SECTION 1: REGULATIONS**

#### **A. Purpose**

The regulations set forth in “Exhibit C” and “Exhibit D” provide development standards for Non-Residential Mixed Use-Commercial designations along with uses associated with New and Used Automotive Dealerships – Sales and Service, Auto-Body Shop, Car Wash, Outside Display and Above Storage Fuel Dispensing. Every use not authorized herein is expressly prohibited in this Planned Development Mixed Use Commercial (PD MX-C) District.

#### **B. Base Districts**

The MX-C, Mixed Use-Commercial District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply except as modified herein.

### **SECTION 2: USES AND AREA REGULATIONS:**

#### **A. Purpose**

This district is intended to provide for development of two new automobile dealerships, one previously-owned dealership, two connected service centers and parts inventory and sales, a car wash, outside display and a collision center.

#### **B. Permitted Uses and Use Regulations**

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

The Permitted Uses in the MX-C, Mixed-Use Commercial District as listed in Subsection 2.07 of the Unified Development Code, shall be permitted uses and shall also include the following use:

1. Automobile Sales and Service
2. Above Ground Fuel Tank; servicing the primary use
3. Automobile Body Shop; servicing the primary use
4. Automated Car Wash; servicing the primary use

The following uses are permitted under MX-C zoning, but shall not be permitted within this Planned Development District by Specific Use Permit or any other means:

1. Assisted Living/Nursing Home
2. Dwelling, Single Family (detached)
3. Dwelling, Single Family (attached – duplex)
4. Dwelling, Multi-Family
5. Modular (Industrialized) Home
6. Retirement Housing
7. Studio Residence

**C. Development Standards**

The Development Standards for this PD are the development standards for MX-C Mixed-Use Commercial, Section 2.06.02 of the City's Unified Development Code except as otherwise stated herein.

1. UDC 2.07.07 **Accessory Buildings and Uses** shall apply.
2. UDC 2.08.05 **Nonresidential Dimensional Regulations Chart** shall apply.
3. UDC 2.09.01 **Landscape Regulations** shall.
4. UDC 2.09.02 **Tree Preservation Regulations** shall apply.
5. UDC 2.09.03 **Vehicle Parking Regulations** shall apply except for the following clarifications and supplemental regulations:
  - a. The provisions of UDC 2.09.03 shall apply for customer and employee parking and shall measure 10' x 20'. Employee parking shall be required for the number of employees on the site without regard for the square footage of the work area. Customer parking shall be calculated based on building square footage provided for customer shopping, financing and automobile transaction, waiting, and related public spaces. Areas for service, parts inventory and employee work stations may be excluded from the calculation of customer parking.
  - b. The parking ratio for customer accessible areas (including sales and lounge space) shall be 1 space per 350 square feet of floor area, as shown in the charts on the site plan associated with this PD.
6. UDC 2.09.04 **Building Façade Material Standards** shall apply except for the following:
  - a. The exterior facade guidelines have been established within the Site Plan Building Elevations and Percentages of Building Façade Materials charts provided in "Exhibit D".
7. UDC 2.09.05 **Residential Adjacency Standards** shall apply except:
  - a. UDC 2.09.05.1 Building materials will be permitted as shown on the Site Plan Building Elevations and Percentages of Building Façade Materials charts provided in "Exhibit D".
  - b. UDC 2.09.05.2 No building, including buildings with a footprint of six thousand (6,000) square feet or less (as provided for in the UDC 2.09.05), shall be required to feature a pitched roof so as to maintain continuity of architectural design across the entire site.
8. UDC 2.09.06 **Nonresidential Architectural Standards** shall comply with the architectural elevations provided in "Exhibit D".
9. UDC 2.09.07 **Lighting and Glare Regulations** shall be subject to the following exceptions and supplemental provisions:
  - a. LED light sources (luminaires) are accepted as a light source.

- b. UDC 2.09.07 C.3-4 (required turning off of Parking Luminaires and Building Luminaires).  
It is provided that site lighting is specifically considered to serve a prime security purpose across a large area of vehicle inventory, storage, and display and is critical for security. To achieve the security objective, the site lighting shall be permitted to maintain the design lighting standards (maximum of 19.9 fc, minimum of 4.2 fc, and 10.22 fc average along dealership frontage; maximum 12.6 fc, minimum of 0.0 fc, and 4.18 fc average on the balance of the project), except as follows:
  - c. UDC 2.09.07 G.1 (Intensity of Illumination from property to other adjacent properties).  
This provision shall apply to properties adjacent to the subject site based on the current zoning of the parcels (none are residential zoning). All said properties are projected to be commercial districts; thus maximum fc between properties shall be 3.0 fc for commercial district adjacency except for the above noted residential adjacencies until such time as the residual adjacency is eliminated.
  - d. Additional lighting detail:
    - i. All light sources (pole or building mounted) shall be shielded so as to not allow light to be directed off the property.
    - ii. Free standing light poles shall be a maximum of 22 feet tall, not counting the concrete base; standards may be mounted on concrete pedestals not to exceed 30 inches in height.
10. UDC 4.01 **Sign Regulations** shall apply except as follows:
- a. UDC 401.15 C - Monument Sign provisions shall be adjusted as follows to reflect the extended distance from the proposed I-35 access roads to the property line and to encourage continuity with site landscaping:
    - i. There shall be a "0" setback from property line to the nearest portion of a monument sign (either base or sign face).
    - ii. Sign area and dimensions are as follows:
      - (a) Length (horizontal) of sign face shall be a maximum of 15'.
      - (b) Height (vertical) – Maximum vertical dimension of sign face shall be 7'.
      - (c) The sign backing (structure on which the sign face is mounted) shall not exceed 100 Square feet which shall be measured as the external dimension of the sign backing.
      - (d) Base – a maximum 3' tall base shall not be considered part of the sign face or sign backing structure if said base has no commercial message or logo.
      - (e) The maximum total height above ground level shall be 10'. (Note: landscaping complimentary to the overall landscape design may be installed adjacent to the sign base.)
    - iii. Maximum size per sign face (max of two faces per monument sign) shall be 85 SF per side for signs adjacent to I-35; any signs adjacent to any other roadway shall comply with the provisions of UDC 4.01.
    - iv. The sign face area shall be calculated as the maximum area encompassed by the vertical and horizontal limits of names, logos, or symbols within the sign face. The sign face may be mounted on a sign backing as defined above or may be used without any backing.
    - v. Each new or previously owned automobile dealership facility or building may have one (1) monument sign along I-35E access road frontage as would be allowed if such building was on a separately platted lot. The size of letters, logos, or symbols on the



monument signs provided for in Section 10a. shall be limited to the size of the sign face area and shall be proportionate to the overall size of the sign face message.

vi. If, in the future, the sign ordinance is revised to allow for larger signage, any proposed monument sign shall be permitted to increase to the maximum allowable size to be consistent with the then-current design standards.

b. On-site, free standing directional signage shall conform to the design criteria in the UDC, and shall be permitted based on an on-site directional signage plan submitted to and approved by the Director of Planning when such signage is requested by submittal of a sign or building permit. Such signs shall be allowed in the quantity and at locations as are approved by the Director of Planning. Directional signage may include directional information such as “service, parts, and similar related locations on the property” along with arrows or directional symbols.

c. Attached Sign - Building Mounted Signage – Building mounted sign provisions are hereby adjusted as follows to reflect the extended distance between the proposed I-35 Highway and access roads and the property line and building line:

i. Business Identification Signage will be allowed on a maximum of three building elevations for each of the three dealership sales buildings. The maximum square footage of signage for all elevations shall be based on the current City of Corinth calculation limitation for the “front façade” square footage allowed as provided for in the UDC. The letter, logo, and / or symbol size for all building mounted name and business identification signage shall be restricted to the maximum total building name / identification square footage calculation as provided in the UDC for the “front façade”. Such “front façade” square footage calculation may be placed or distributed on multiple single plane facades as shown on the building elevations attached herewith. Additionally, the maximum letter size permitted shall be 36” tall.

ii. Service, Parts, and Other Building (such as service / collision building) Identification Needs shall be allowed one primary name / identification sign per building on either the building frontage facing toward the I-35 highway or facing west. Primary building names shall have a maximum of 36” high letters. Secondary building identification signs may be allowed on other building faces to provide building names for deliveries, etc. Secondary names and signage directing customers to service drive or entrance drives shall have a maximum of 24” high letters.

iii. Sign placement on building – there shall be no restriction on the placement of attached signs for building name or identification on the structure so long as the aggregate width of signage on the front façade of a building does not exceed 50% of the façade width. Customer directions for service entrance shall not be subject to this provision. Non-frontage elevations shall not be permitted to have signage exceeding 40% of the non-frontage façade width.

d. Sign permits will require permitting aside from the building permit.

11. UDC 4.02 **Fence and Screening Regulations** shall apply except as follows:

a. A pipe rail not to exceed 30” in height shall be allowed around any portion of the site to supplement security.

b. In order to provide for screening and security through intensive existing trees and vegetation, metal decorative fencing (tubular steel, wrought iron, and other decorative steel

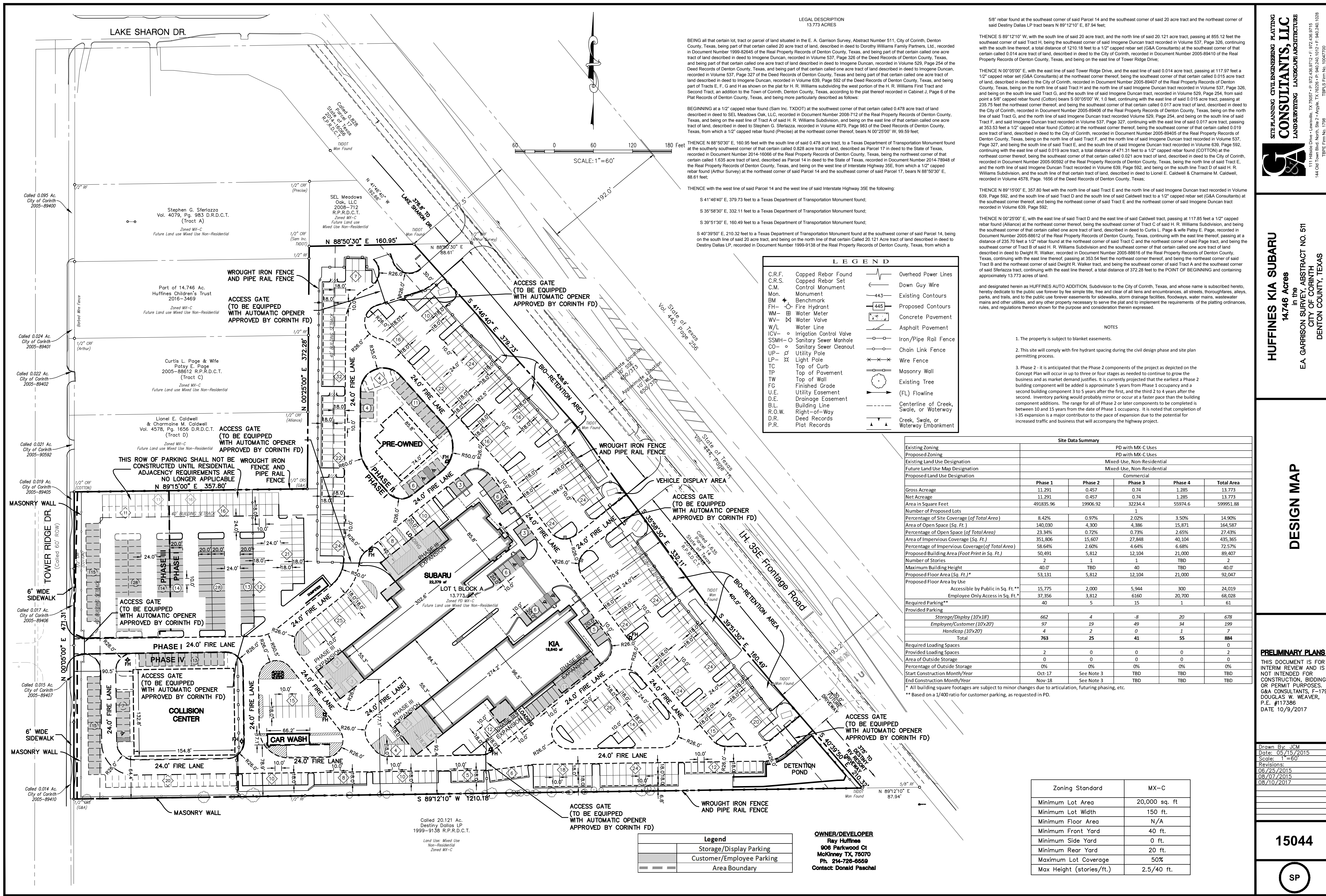
fencing, but not including chain link) shall be allowed around the perimeter of the site as illustrated on the Concept Plan. Said decorative metal fencing shall be no less than 6 feet and no more than 8 feet in height. Vegetative screening may be installed along with said fencing in areas where existing trees are not present to provide reasonable screening. If subsequently needed to provide needed screening for the internal areas used for storage of vehicles that are dismantled, wrecked, or in the process of being restored, a form of permitted solid or opaque fencing other than chain link must be approved by the Director of Planning.

- c. All decorative or security fencing, security pipe rail, and gates shall be shown on the site plan.
  - d. All exterior fencing shown on the site plan shall be located on the property line, except where such fencing may deviate to preserve native trees.
  - e. In non-vegetative areas, tubular metal fencing shall be used (generally in areas near frontage roads lacking existing trees and vegetation, but also as depicted on the Site Plan).
  - f. Concrete or masonry fencing shall not be required along the boundaries having a single family residential structure if such property is not zoned for single family use or if said property is expected to be redeveloped to non-residential uses.
  - g. Concrete (must be textured) or solid masonry fencing shall be required to screen the collision center along the site's frontage on Tower Ridge Drive as shown on the Site Plan Fencing/Screening elevations found in "Exhibit D".
  - h. All proposed fencing will require a fencing permit prior to construction.
12. Outside Display – outside vehicle (product) display is defined as positioning vehicles in locations intended to promote the brands, connect with consumer interest, highlight vehicle features, and show popular colors in a manner that rotates a variety of vehicles in locations as described below:
- a. Vehicle Parking Areas and Building Areas – These are locations behind the landscape setback where vehicles are parked for viewing in rows or in spots near or around the sales buildings that are reserved for vehicle display as indicated on the concept plan and / or illustrated in the provided pictorial graphics showing elevations and building perspectives.
  - b. Vehicle Display in Portion of Front Landscape Setback – a maximum of 10 vehicles (2 per side of entry drive) may be displayed in the westernmost 25' of the 30' landscape setback ("landscape setback vehicle locations") along the eastern North – South property line of the site (frontage adjacent to I-35) due to the unusually extreme distance between the east property line and the I-35 service road. The provision is subject to the following landscape vehicle display location criteria:
    - i. Be shown on the site plan or landscape plan.
    - ii. Blend with the landscape plan and bio-detention basins, including any sloping alignment of the vehicle (no mechanical or steel structure onto which vehicles are driven or placed); may include natural berms or blended stone bases onto which the vehicles are driven.
    - iii. Provide for a paved surface (including concrete, stamped concrete, or stone) that is designed to support the vehicle and preserve the integrity of the landscape.

- iv. Vehicle Display in a portion of the Front Landscape Setback will terminate as a right when the Texas Highway Department widens or enlarges the highway (or service / access roads), so that the service / access roads are within an average of 20' from the east property line of the subject property. Until that time, vehicles may remain on display after business hours and on weekends and holidays.
13. Project Phasing and Components Included in each phase:
- a. Phase I – shall include:
    - i. Two new vehicle dealership buildings / spaces and one pre-owned dealership building
    - ii. The initial service / maintenance / parts building for the site will be physically connected to the new vehicle dealership buildings / spaces.
    - iii. Parking required for each of the above facilities for customers, employees, and inventory
    - iv. 3 Paved ingress-egress locations from IH-35 service roads including the north-most ingress-egress location which is designated as a mutual access drive to serve the adjacent and subject properties. Note: it is understood that ingress-egress locations intersecting I-35 are subject to TXDOT approval.
    - v. Three monument signs – one for each dealership
    - vi. Pipe rail surrounding the site with movable entry pipe rail provisions at entrances
    - vii. Fencing as detailed on the site plan, including all types of fencing around the entire perimeter of the property
    - viii. One compactor dumpster unit to serve the property and the required access drives to service said compactor.
    - ix. As a matter of development sequence information, the electric pole relocation will be part of phase I as required for service regardless of the phase in which such distribution site is located.
  - b. Phase II – shall include
    - i. A second phase of the service-maintenance-parts building
    - ii. A collision repair building – if approved by Specific Use Permit (SUP)
    - iii. Parking required for each of the above facilities for customers, employees, and inventory (vehicles being serviced)
    - iv. An additional ingress-egress location with paved fire lane including a City approved accessible locking device (if gated) to accommodate emergency access. This fire lane may be allowed as part of phase I if required by the Fire Marshall.

### **SECTION 3: CONDITIONS**

- A. Prior to commencement of any land use on Property described in Exhibit “A” to this ordinance, Huffines Automotive Dealerships and/or S. Ray Huffines shall satisfy the following conditions:
  1. Acquire fee ownership of Lots 6-A1, 6-B1 and 6-C1 (being 4.454 acres, 2.00 acres, and 1.449 acres, respectively) in Block 1 of Pecan Creek Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the replat thereof recorded in Cabinet E, Page 196, Plat Records, Denton County, Texas, with an address of 5150 S. I-35, Corinth, Texas (the “Nonconforming Property”); and
  2. After acquiring ownership of the Nonconforming Property, terminate and waive any rights to use the Nonconforming Property for automobile sales and service uses and automobile body shop uses, in a form and manner approved by the City Attorney.



LEGAL DESCRIPTION  
13.773 ACRES

5/8" rebar found at the southeast corner of said Parcel 14 and the southeast corner of said 20 acre tract and the northeast corner of said Destiny Dallas LP tract bears N 89°12'10" E, 87.94 feet;

BEING all that certain lot, tract or parcel of land situated in the E. A. Garrison Survey, Abstract Number 511, City of Corinth, Denton County, Texas, being part of that certain called 20 acre tract of land, described in deed to Dorothy Williams Family Partners, L.L.C., recorded in Document Number 1999-82845 of the Real Property Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 537, Page 326 of the Deed Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 529, Page 254 of the Deed Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 537, Page 327 of the Deed Records of Denton County, Texas, and being part of that certain called one acre tract of land described in deed to Imogene Duncan, recorded in Volume 639, Page 592 of the Deed Records of Denton County, Texas, and being part of Tracts E, F, G and H as shown on the plat for H. R. Williams subdividing the west portion of the H. R. Williams First Tract and Second Tract, an addition to the Town of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet J, Page 6 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNINGS at a 1/2" capped rebar found (Sam Inc. TXDOT) at the southwest corner of that certain called 0.478 acre tract of land described in deed to SEL Meadows Oak, LLC, recorded in Document Number 2008-712 of the Real Property Records of Denton County, Texas, and being on the east line of Tract A of said H. R. Williams Subdivision, and being on the east line of that certain called one acre tract of land, described in deed to Stephen G. Sferlazzo, recorded in Volume 4079, Page 983 of the Deed Records of Denton County, Texas, from which a 1/2" capped rebar found (Precise) at the northeast corner thereof, bears N 00°25'00" W, 99.59 feet;

THENCE N 88°50'30" E, 160.95 feet with the south line of said 0.478 acre tract, to a Texas Department of Transportation Monument found at the southerly southwest corner of that certain called 0.828 acre tract of land, described as Parcel 17 in deed to the State of Texas, recorded in Document Number 2014-16066 of the Real Property Records of Denton County, Texas, being the northwest corner of that certain called 1.635 acre tract of land, described as Parcel 14 in deed to the State of Texas, recorded in Document Number 2014-78948 of the Real Property Records of Denton County, Texas, and being on the west line of Interstate Highway 35E, from which a 1/2" capped rebar found (Arthur Survey) at the northeast corner of said Parcel 14 and the southeast corner of said Parcel 17, bears N 89°50'30" E, 88.61 feet;

THENCE with the west line of said Parcel 14 and the west line of said Interstate Highway 35E the following:

- S 41°46'40" E, 379.73 feet to a Texas Department of Transportation Monument found;
- S 35°58'30" E, 332.11 feet to a Texas Department of Transportation Monument found;
- S 39°51'30" E, 180.49 feet to a Texas Department of Transportation Monument found;
- S 40°39'50" E, 210.32 feet to a Texas Department of Transportation Monument found at the southwest corner of said Parcel 14, being on the south line of said 20 acre tract, and being on the north line of that certain called 20.121 Acre tract of land described in deed to Destiny Dallas LP, recorded in Document Number 1999-9138 of the Real Property Records of Denton County, Texas, from which a

THENCE S 89°12'10" W, with the south line of said 20 acre tract, and the north line of said 20.121 acre tract, passing at 855.12 feet the southeast corner of said Tract H, being the southeast corner of said Imogene Duncan tract recorded in Volume 537, Page 326, continuing with the south line thereof, a total distance of 1210.18 feet to a 1/2" capped rebar set (G&A Consultants) at the southeast corner of that certain called 0.014 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89410 of the Real Property Records of Denton County, Texas, and being on the east line of Tower Ridge Drive;

THENCE N 00°05'00" E, with the east line of said Tower Ridge Drive, and the east line of said 0.014 acre tract, passing at 117.97 feet a 1/2" capped rebar set (G&A Consultants) at the northeast corner thereof, being the southeast corner of that certain called 0.015 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89407 of the Real Property Records of Denton County, Texas, being on the north line of said Tract H and the north line of said Imogene Duncan tract recorded in Volume 537, Page 326, and being on the south line of said Tract G, and the south line of said Imogene Duncan tract, recorded in Volume 529, Page 254, from said point a 5/8" capped rebar found (Cotton) bears S 00°05'00" W, 1.0 feet, continuing with the east line of said 0.015 acre tract, passing at 235.75 feet the northeast corner thereof, and being the southeast corner of that certain called 0.017 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89406 of the Real Property Records of Denton County, Texas, being on the north line of said Tract G, and the north line of said Imogene Duncan tract recorded in Volume 529, Page 254, and being on the south line of said Tract F, and said Imogene Duncan tract recorded in Volume 537, Page 327, continuing with the east line of said 0.017 acre tract, passing at 353.53 feet a 1/2" capped rebar found (Cotton) at the northeast corner thereof, being the southeast corner of that certain called 0.019 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-89405 of the Real Property Records of Denton County, Texas, being on the north line of said Tract F, and the north line of said Imogene Duncan tract recorded in Volume 537, Page 327, and being the south line of said Tract E, and the south line of said Imogene Duncan tract recorded in Volume 539, Page 592, continuing with the east line of said 0.019 acre tract, a total distance of 471.31 feet to a 1/2" capped rebar found (COTTON) at the northeast corner thereof, being the southeast corner of that certain called 0.021 acre tract of land, described in deed to the City of Corinth, recorded in Document Number 2005-90592 of the Real Property Records of Denton County, Texas, being on the north line of said Tract E, and the north line of said Imogene Duncan tract recorded in Volume 639, Page 592, and being on the south line of said H. R. Williams Subdivision, and the south line of that certain tract of land, described in deed to Lionel E. Caldwell & Charmaine M. Caldwell, recorded in Volume 4578, Page 1656 of the Deed Records of Denton County, Texas;

THENCE N 89°15'00" E, 357.80 feet with the north line of said Tract E and the north line of said Imogene Duncan tract recorded in Volume 639, Page 592, and the south line of said Tract D and the south line of said Caldwell tract to a 1/2" capped rebar set (G&A Consultants) at the southeast corner thereof, and being the northeast corner of said Tract E and the northeast corner of said Imogene Duncan tract recorded in Volume 639, Page 592;

THENCE N 00°25'00" E, with the east line of said Tract D and the east line of said Caldwell tract, passing at 117.85 feet a 1/2" capped rebar found (Alliance) at the northeast corner thereof, being the southeast corner of Tract C of said H. R. Williams Subdivision, and being the southeast corner of that certain called one acre tract of land, described in deed to Curtis L. Page & wife Patsy E. Page, recorded in Document Number 2005-88612 of the Real Property Records of Denton County, Texas, continuing with the east line thereof, passing at a distance of 235.70 feet a 1/2" rebar found at the northeast corner of said Tract C and the northeast corner of said Page tract, and being the southeast corner of Tract B of said H. R. Williams Subdivision and the southeast corner of that certain called one acre tract of land described in deed to Dwight R. Walker, recorded in Document Number 2005-88616 of the Real Property Records of Denton County, Texas, continuing with the east line thereof, passing at 353.54 feet the northeast corner thereof, and being the northeast corner of said Tract B and the northeast corner of said Dwight R. Walker tract, and being the southeast corner of said Tract A and the southeast corner of said Sferlazzo tract, continuing with the east line thereof, a total distance of 372.28 feet to the POINT OF BEGINNING and containing approximately 13.773 acres of land.

and designated herein as HUFFINES KIA SUBARU, Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, and to the public use for storm drainage facilities, floodways, water mains, wastewater mains, water mains, water mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

NOTES

1. The property is subject to blanket easements.
2. This site will comply with fire hydrant spacing during the civil design phase and site plan permitting process.
3. Phase 2 - it is anticipated that the Phase 2 components of the project as depicted on the Concept Plan will occur in up to three or four stages as needed to continue to grow the business and as market demand justifies. It is currently projected that the earliest a Phase 2 building component will be added is approximately 5 years from Phase 1 occupancy. The second building component is projected to be added 3 to 4 years after the first, and the third 2 to 4 years after the second. Inventory parking would probably mirror or occur at a faster pace than the building component additions. The range for all of Phase 2 or later components to be completed is between 10 and 15 years from the date of Phase 1 occupancy. It is noted that completion of 1-35 expansion is a major contributor to the pace of expansion due to the potential for increased traffic and business that will accompany the highway project.

### LEGEND

|        |                          |                                         |                   |
|--------|--------------------------|-----------------------------------------|-------------------|
| C.R.F. | Capped Rebar Found       | Overhead Power Lines                    |                   |
| C.R.S. | Capped Rebar Set         | Down Guy Wire                           |                   |
| C.M.   | Control Monument         | 443                                     | Existing Contours |
| Mon.   | Monument                 | 445                                     | Proposed Contours |
| BM     | Benchmark                | Concrete Pavement                       |                   |
| FH     | Fire Hydrant             | Asphalt Pavement                        |                   |
| WM     | Water Meter              | Iron/Pipe Rail Fence                    |                   |
| WV     | Water Valve              | Chain Link Fence                        |                   |
| W/L    | Water Line               | Wire Fence                              |                   |
| ICV    | Irrigation Control Valve | Masonry Wall                            |                   |
| SMH    | Sanitary Sewer Manhole   | Existing Tree                           |                   |
| CS     | Sanitary Sewer Cleanout  | (FL) Flowline                           |                   |
| UP     | Utility Pole             | Centerline of Creek, Swale, or Waterway |                   |
| LP     | Light Pole               | Creek, Swale, or Waterway Embankment    |                   |
| TC     | Top of Curb              |                                         |                   |
| TP     | Top of Pavement          |                                         |                   |
| TW     | Top of Wall              |                                         |                   |
| FG     | Finished Grade           |                                         |                   |
| UE     | Utility Easement         |                                         |                   |
| D.E.   | Drainage Easement        |                                         |                   |
| B.L.   | Building Line            |                                         |                   |
| R.O.W. | Right-of-Way             |                                         |                   |
| D.R.   | Deed Records             |                                         |                   |
| P.R.   | Plat Records             |                                         |                   |

|                                                   | Site Data Summary |            |         |         |            |
|---------------------------------------------------|-------------------|------------|---------|---------|------------|
|                                                   | Phase 1           | Phase 2    | Phase 3 | Phase 4 | Total Area |
| Gross Acreage                                     | 11.291            | 0.457      | 0.74    | 1.285   | 13.773     |
| Net Acreage                                       | 11.291            | 0.457      | 0.74    | 1.285   | 13.773     |
| Area in Square Feet                               | 491835.96         | 19906.92   | 32234.4 | 55974.6 | 599951.88  |
| Number of Proposed Lots                           | 1                 |            |         |         |            |
| Percentage of Site Coverage (of Total Area)       | 8.42%             | 0.97%      | 2.02%   | 3.50%   | 14.90%     |
| Area of Open Space (Sq. Ft.)                      | 140,030           | 4,300      | 4,386   | 15,871  | 164,587    |
| Percentage of Open Space (of Total Area)          | 23.34%            | 0.72%      | 0.73%   | 2.65%   | 27.43%     |
| Area of Impervious Coverage (Sq. Ft.)             | 351,806           | 15,607     | 27,848  | 40,104  | 435,365    |
| Percentage of Impervious Coverage (of Total Area) | 58.64%            | 2.60%      | 4.64%   | 6.68%   | 72.57%     |
| Proposed Building Area (Foot Print in Sq. Ft.)    | 50,491            | 5,812      | 12,104  | 21,000  | 89,407     |
| Number of Stories                                 | 1                 |            |         |         |            |
| Maximum Building Height                           | TBD               |            |         |         |            |
| Proposed Floor Area (Sq. Ft.)                     | 53,131            | 5,812      | 12,104  | 21,000  | 92,047     |
| Proposed Floor Area by Use                        |                   |            |         |         |            |
| Accessible by Public in Sq. Ft.**                 | 15,775            | 2,000      | 5,944   | 300     | 24,019     |
| Employee Only Access in Sq. Ft.*                  | 37,356            | 3,812      | 6,160   | 20,700  | 68,028     |
| Required Parking*                                 | 40                | 5          | 15      | 1       | 61         |
| Provided Parking                                  |                   |            |         |         |            |
| Storage/Display (10'x18')                         | 662               | 4          | -8      | 20      | 678        |
| Employee/Customer (10'x20')                       | 99                | 19         | 49      | 34      | 199        |
| Handicap (10'x20')                                | 4                 | 2          | 0       | 1       | 7          |
| Total                                             | 763               | 25         | 41      | 55      | 884        |
| Required Loading Spaces                           | 0                 |            |         |         |            |
| Provided Loading Spaces                           | 2                 |            |         |         |            |
| Area of Outside Storage                           | 0                 |            |         |         |            |
| Percentage of Outside Storage                     | 0%                |            |         |         |            |
| Start Construction Month/Year                     | Oct-17            | See Note 3 | TBD     | TBD     | TBD        |
| End Construction Month/Year                       | Nov-18            | See Note 3 | TBD     | TBD     | TBD        |

\* All building square footages are subject to minor changes due to articulation, futuring phasing, etc.  
\*\* Based on a 1/400 ratio for customer parking, as requested in PD.

**SE PLANNING CIVIL ENGINEERING PLANNING**  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

1111 Mission Drive - Lewisville, TX 75057 - P: 972-669-9712 - F: 972-438-9715  
 144 Old Tom Road - Lewisville, TX 75057 - P: 972-781-2222 - F: 972-781-2223  
 TBE (Firm No. 1736) TBE (Firm No. 1064770)

**HUFFINES KIA SUBARU**  
 14,746 Acres  
 in the  
 HUFFINES KIA SUBARU  
 SUBDIVISION, ABSTRACT NO. 511  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS

## DESIGN MAP

**PRELIMINARY PLANS**  
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 G&A CONSULTANTS, P-1798  
 DOUGLAS W. WEAVER,  
 P.E. #117386  
 DATE 10/9/2017

Drawn By: JCM  
 Date: 05/15/2015  
 Scale: 1"=60'  
 Revisions:  
 06/25/2015  
 08/07/2015  
 08/10/2017

| Zoning Standard          | MX-C          |
|--------------------------|---------------|
| Minimum Lot Area         | 20,000 sq. ft |
| Minimum Lot Width        | 150 ft.       |
| Minimum Front Area       | N/A           |
| Minimum Front Yard       | 40 ft.        |
| Minimum Side Yard        | 0 ft.         |
| Minimum Rear Yard        | 20 ft.        |
| Maximum Lot Coverage     | 50%           |
| Max Height (stories/ft.) | 2.5/40 ft.    |

# 15044

SP

**OWNER/DEVELOPER**  
**HUFFINES CHILDRENS TRUST /**  
**HUFFINES AUTOMOTIVE DEALERSHIPS**  
 4600 WEST PLANO PARKWAY  
 PLANO, TX 75093  
 Ph: (972) 967-8000  
 Contact: RAY HUFFINES

**LANDSCAPE REGULATIONS**  
 CORINTH, TX

**LANDSCAPE BUFFERS**

**REQUIRED:** (1-35) Landscape buffer width adjacent to arterial street = 20'. Within the landscape buffer (1) shade tree (3" caliper minimum.) shall be planted per 30 feet of landscape edge.

**PROVIDED:** 30' Landscape buffer and 36 trees

**REQUIRED:** (Tower Ridge Dr.) Landscape buffer width adjacent to collector street = 15'. Within the landscape buffer (1) shade tree (3" caliper minimum.) shall be planted per 30 feet of landscape edge.

**PROVIDED:** 15' Landscape buffer and 19 new trees + 1 existing tree = 20 trees total.

**REQUIRED:** Where parking lots, drive and access easements abut the landscaped edge, minimum 5 gallon shrubs shall be planted to form a contiguous buffer along the common boundary.

**NOTE:** Upon elimination of the residential adjacency, the 20' landscape buffer shall be eliminated and replaced with a minimum 5' setback.

**INTERIOR PARKING LANDSCAPE**

**REQUIRED:** There shall be ten (10) square feet of interior parking lot landscaping for each required parking space or a fraction thereof.

211 x 10 = 2,110 s.f. required landscaping.  
 There shall be one (1) shade tree (3" caliper minimum) or and ornamental tree for every ten (10) parking spaces or a fraction thereof.

211 / 10 = 22 required trees.  
**PROVIDED:** 72,833 s.f. of interior landscaping  
 62 trees

**PLANT LIST**

| QUANT. | COMMON NAME           | BOTANICAL NAME                               | SIZE    | MIN. HT. | SPACE    | REMARKS      |
|--------|-----------------------|----------------------------------------------|---------|----------|----------|--------------|
| 28     | CATHEDRAL LIVE OAK    | <i>Quercus virginiana</i> 'Cathedral'        | 3' cal. | 10'-12'  | per plan | Single trunk |
| 22     | BALD CYPRESS          | <i>Taxodium distichum</i>                    | 3' cal. | 10'-12'  | per plan | Single trunk |
| 38     | RED OAK               | <i>Quercus laevis</i>                        | 3' cal. | 10'-12'  | per plan | Single trunk |
| 27     | CEDAR ELM             | <i>Ulmus crassifolia</i>                     | 3' cal. | 10'-12'  | per plan | Single trunk |
| 46     | DYNAMITE GRAPE MYRTLE | <i>Lagerstromia indica</i> 'Whit II' PP10286 | 30 gal. | 7'-8'    | per plan | Red          |
| 16     | NELLIE R. STEVENS     | <i>Ilex x 'Nellie R. Stevens'</i>            | 10 gal. | 4'-5'    | per plan | Full         |
| 83     | MICRON HOLLY          | <i>Ilex vomitoria</i> 'Grenier' PP2168       | 10 gal. | 4'-5'    | per plan | Full         |
| 483    | DWF. BURFORD HOLLY    | <i>Ilex cornuta</i> 'Nana'                   | 3' cal. | 18'-24"  | 24" o.c. | Dwarf        |
| 51     | CARRISBA HOLLY        | <i>Ilex cornuta</i> 'Carrisba'               | 3' cal. | 18'-24"  | 24" o.c. | Dwarf        |
| 18     | KALEIDOSCOPE ABELIA   | <i>Abelita x grandiflora</i> 'Kaleidoscope'  | 10 gal. | 18'-24"  | 30" o.c. | Dwarf        |
| 122    | LOROPETALUM           | <i>Loropetalum chinense</i> var. 'nubum'     | 3' cal. | 30"      | 30" o.c. | Dwarf        |
| 158    | HARBOR DWARF NANDINA  | <i>Nandina domestica</i> 'Harbour Dwarf'     | 10 gal. | 18'-24"  | 24" o.c. | Dwarf        |
| 14     | LOROPETALUM           | <i>Loropetalum chinense</i> var. 'Daruma'    | 1 gal.  | 12"      | 18" o.c. | Full         |
| 62     | MEADOW SAGE           | <i>Salvia x sylvestris</i>                   | 1 gal.  | 12"      | 18" o.c. | Full         |
| 15     | HOLLY FERN            | <i>Cytosium falcatum</i> 'Rochfordianum'     | 1 gal.  | 12"      | 18" o.c. | Full         |
| 171    | MEXICAN FEATHER GRASS | <i>Nassella tenuissima</i>                   | 1 gal.  | 24"      | 24" o.c. | Full         |
| 280    | LIRIPE                | <i>Liriope muscari</i>                       | 1 gal.  | 12"      | 12" o.c. | Full         |
| 430    | SEASONAL COLOR        |                                              | 4" pot  |          |          |              |

**LEGEND**

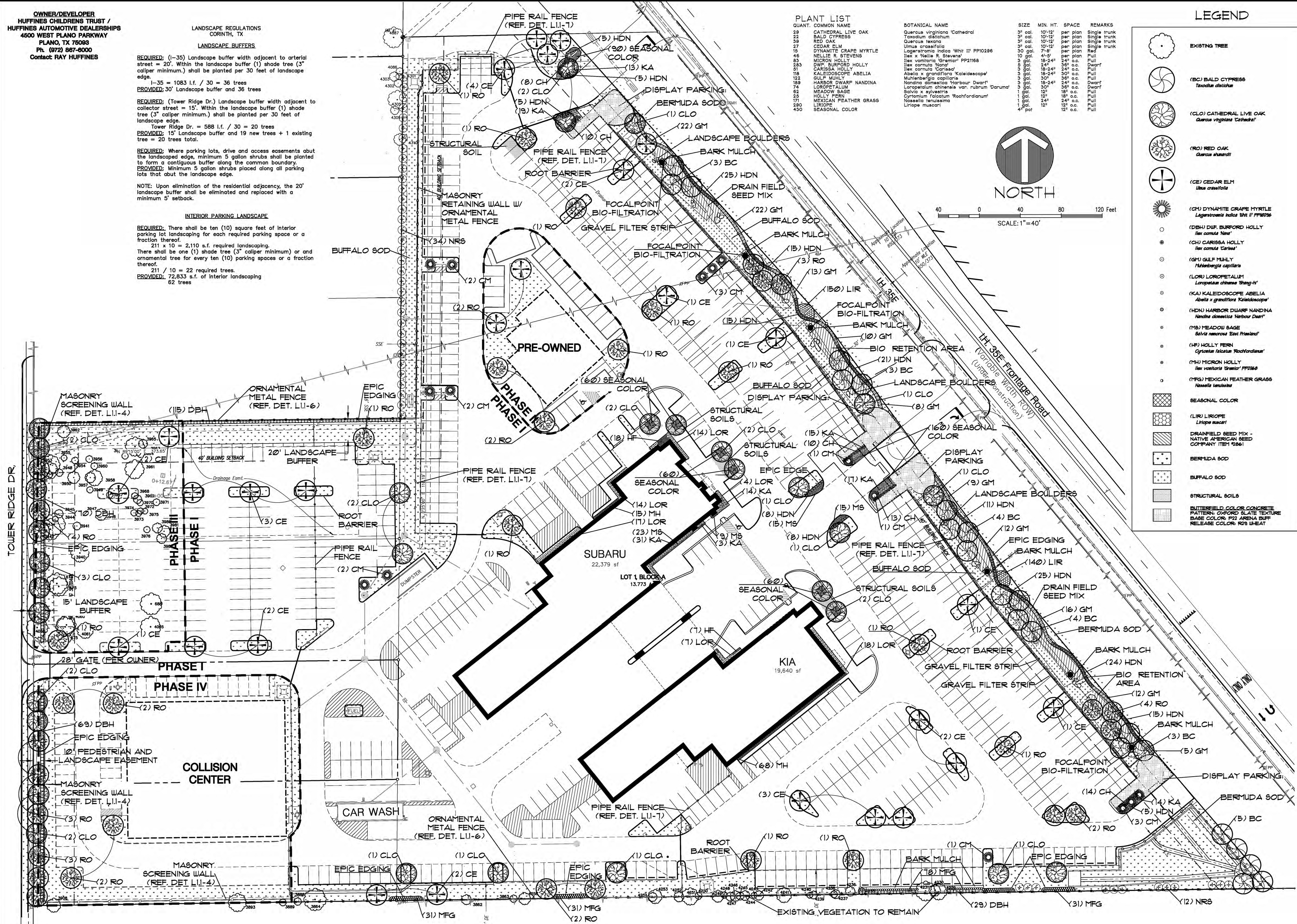
- EXISTING TREE
- (BC) BALD CYPRESS  
*Taxodium distichum*
- (CLO) CATHEDRAL LIVE OAK  
*Quercus virginiana* 'Cathedral'
- (RO) RED OAK  
*Quercus shumardii*
- (CE) CEDAR ELM  
*Ulmus crassifolia*
- (GM) DYNAMITE GRAPE MYRTLE  
*Lagerstromia indica* 'Whit II' PP10286
- (DBH) DWF. BURFORD HOLLY  
*Ilex cornuta* 'Nana'
- (CH) CARRISBA HOLLY  
*Ilex cornuta* 'Carrisba'
- (GM) GULF MUHLY  
*Fluehbergia capillaris*
- (LOR) LOROPETALUM  
*Loropetalum chinense* 'Shang-H'
- (KA) KALEIDOSCOPE ABELIA  
*Abelita x grandiflora* 'Kaleidoscope'
- (HDN) HARBOR DWARF NANDINA  
*Nandina domestica* 'Harbour Dwarf'
- (MS) MEADOW SAGE  
*Salvia nemorosa* 'Eest Prinsland'
- (HF) HOLLY FERN  
*Cytosium falcatum* 'Rochfordianum'
- (MH) MICRON HOLLY  
*Ilex vomitoria* 'Grenier' PP2168
- (MFG) MEXICAN FEATHER GRASS  
*Nassella tenuissima*
- SEASONAL COLOR
- (LIR) LIRIPE  
*Liriope muscari*
- DRAINFIELD SEED MIX - NATIVE AMERICAN SEED COMPANY ITEM #2861
- BERMUDA SOD
- BUFFALO SOD
- STRUCTURAL SOILS
- BUTTERFIELD COLOR CONCRETE PATTERN: ONFORD SLATE TEXTURE
- BASE COLOR: P22 ARENA SURF
- RELEASE COLOR: R23 WHEAT



**NORTH**

0 40 80 120 Feet  
 SCALE: 1" = 40'

TOWER RIDGE DR.



**REGISTERED LANDSCAPE ARCHITECT**  
 ROY A. STEWART  
 STATE OF TEXAS

10/26/2017

Drawn By: WS  
 Date: 02/07/2017  
 Scale: 1" = 40'  
 Revisions:  
 03/27/2017  
 05/02/2017  
 05/18/2017  
 05/21/2017  
 08/25/2017  
 09/29/2017  
 10/04/2017

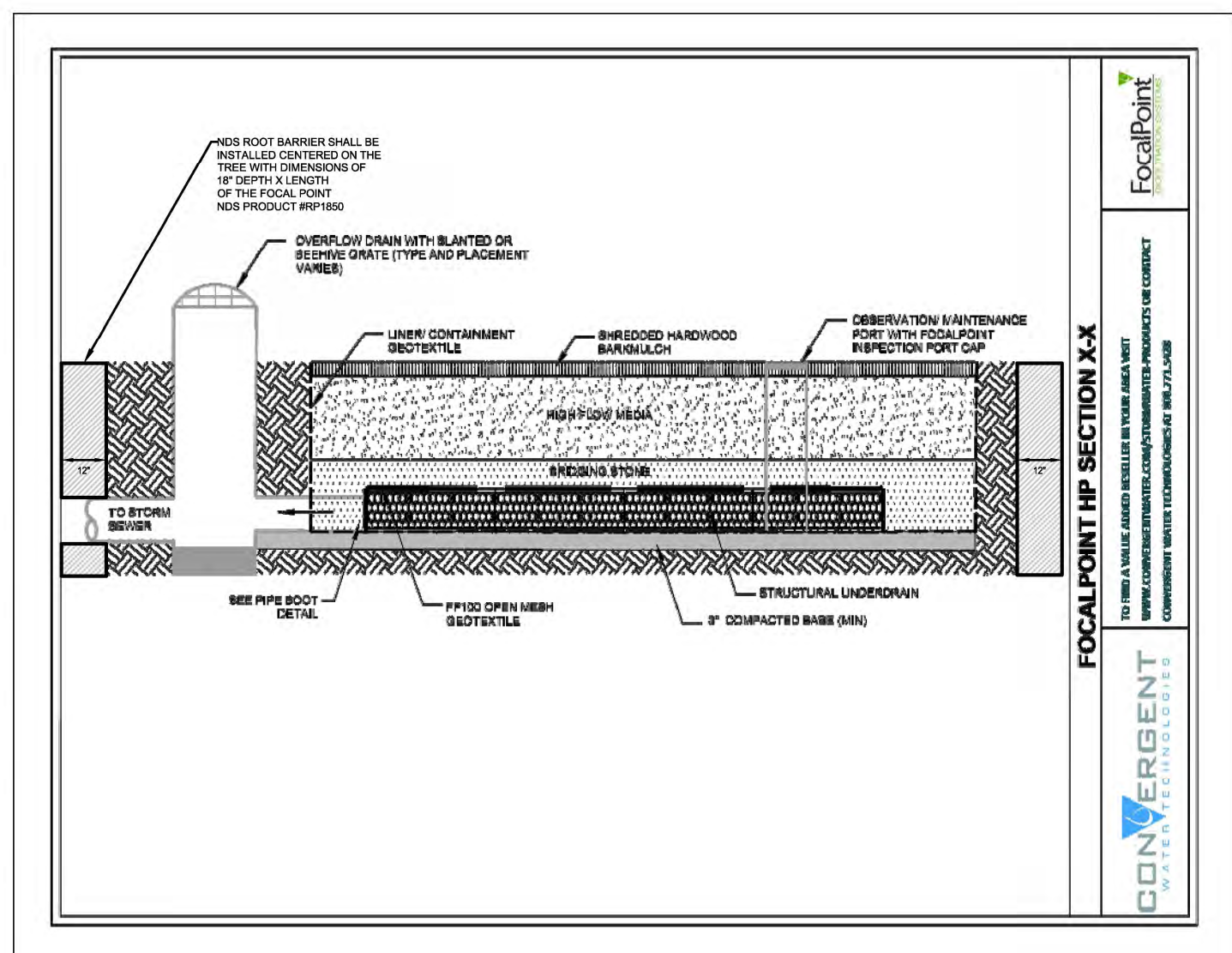
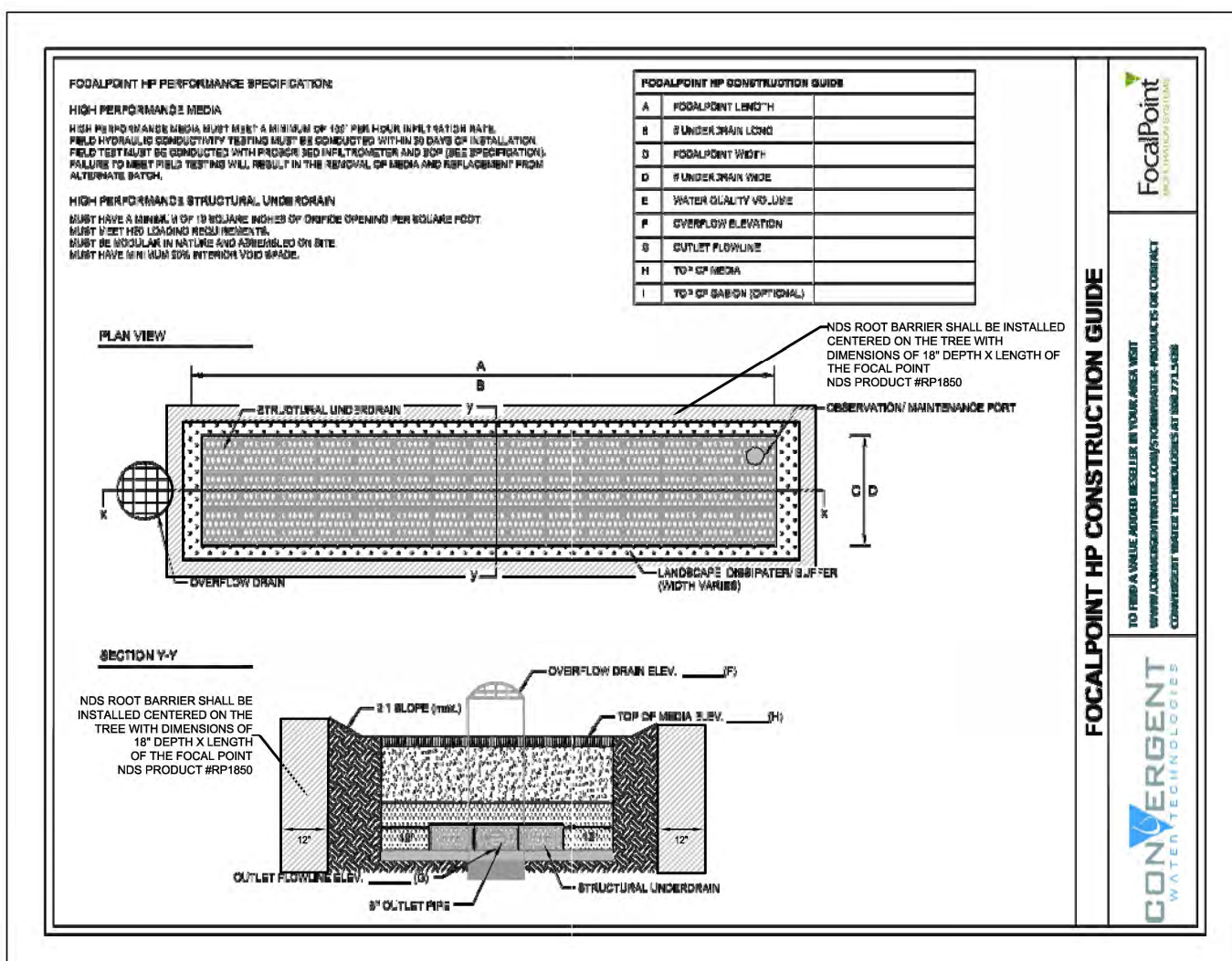
**15044**

**L1.0**

File: Z:\2015\15044\Drawings\LP & Detail\Drawings\15044.LS  
 Plot: 10/26/2017 11:48 AM By: Werry Cole, Jerald 10/26/2017 10:52 AM By: Werry Cole

LANDSCAPE NOTES:

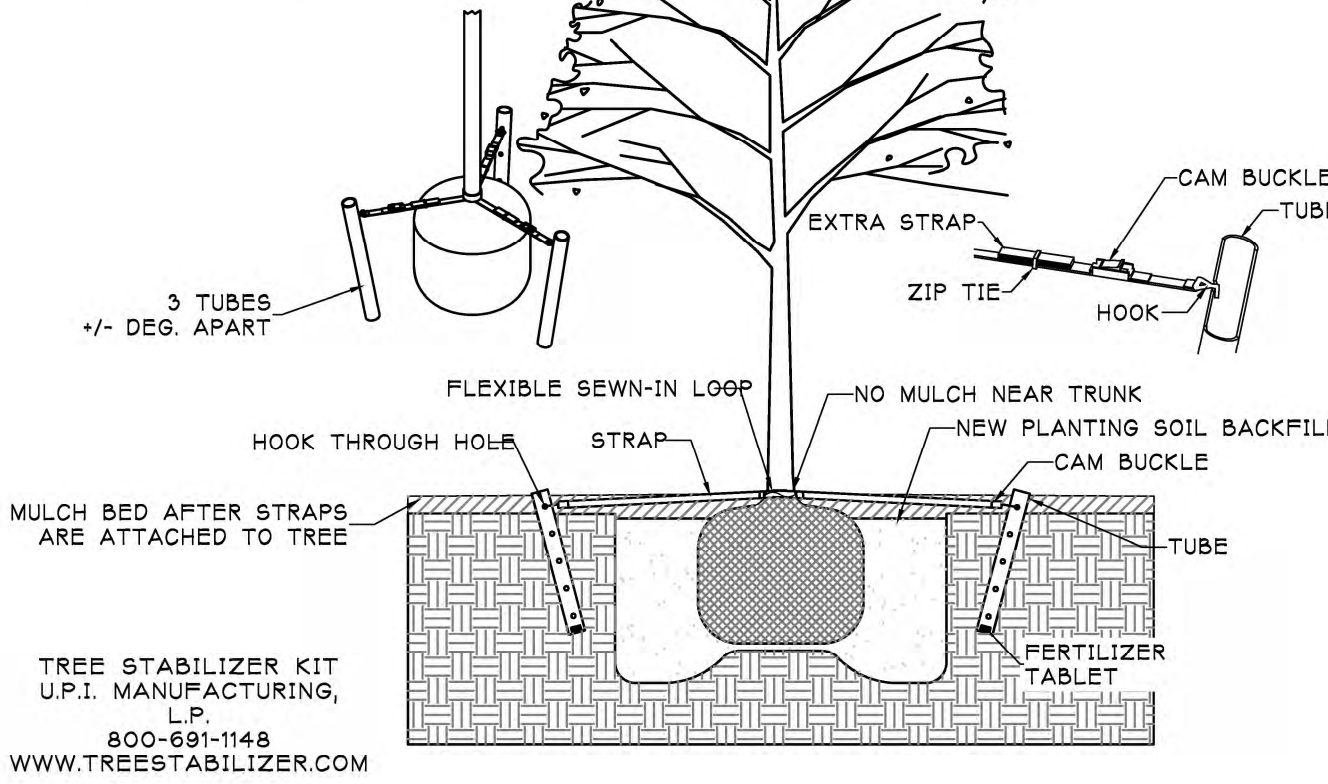
- Contractor shall stake out tree locations and bed configuration for approval prior to installation.
- Contractor is responsible for verifying location of all underground utilities prior to construction.
- It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
- All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch.
- Landscape edging shall be located as noted on plan.
- Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
- Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
- A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
- All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
- Landscape areas shall be kept free of trash, litter and weeds.
- An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
- Irrigation Controller to have a Rain and Freeze Stat.
- All landscape is to be greater than 8 feet from all underground utilities.
- All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



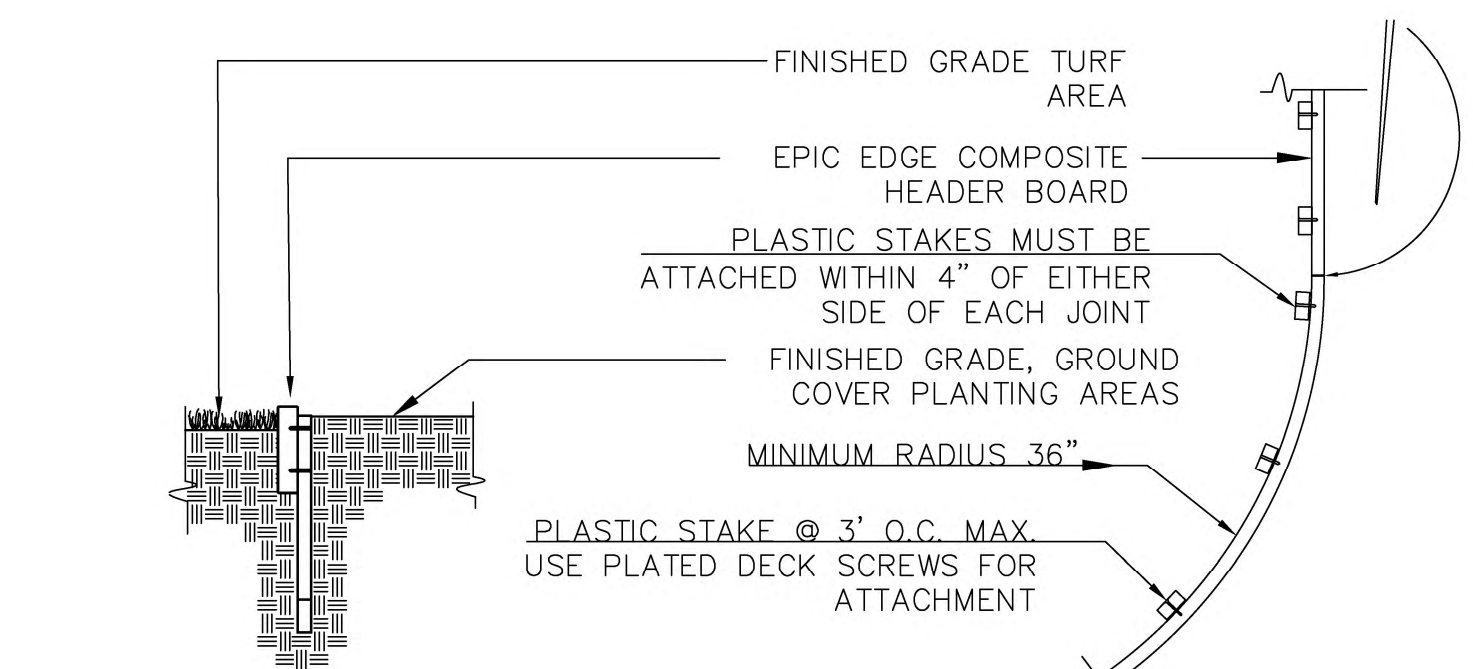
1a BIO-RETENTION WATER RESOURCE ZONE DETAIL

SPECIFICATIONS:

- TSK 20
- 3- 20" PERFORATED SCH. 40 PVC TUBES
  - 3- CAM BUCKLES WITH SEWN-IN LOOP
  - 3- ZIP TIES
  - 3- 20-10-S 2 YEAR TIME RELEASE FERTILIZER TABLETS
- TSK 36
- 3- 36" PERFORATED SCH. 40 PVC TUBES
  - 3- 6" HARNESSES WITH SEWN-IN LOOP
  - 3- CAM BUCKLES W/ HOOK
  - 3- ZIP TIES
  - 3- 20-10-S 2 YEAR TIME RELEASE FERTILIZER TABLETS



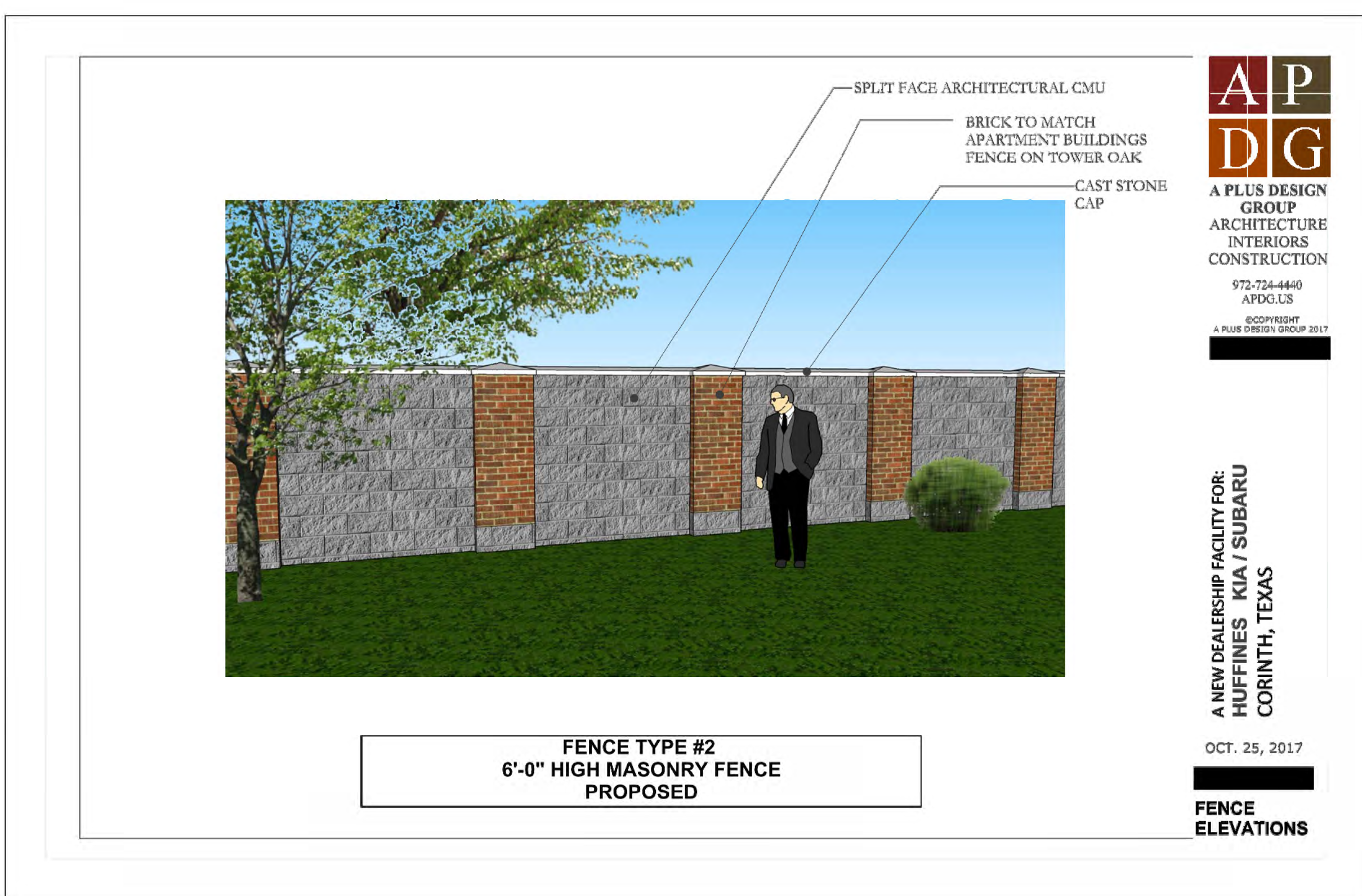
2 TREE STAKING DETAIL  
NOT TO SCALE



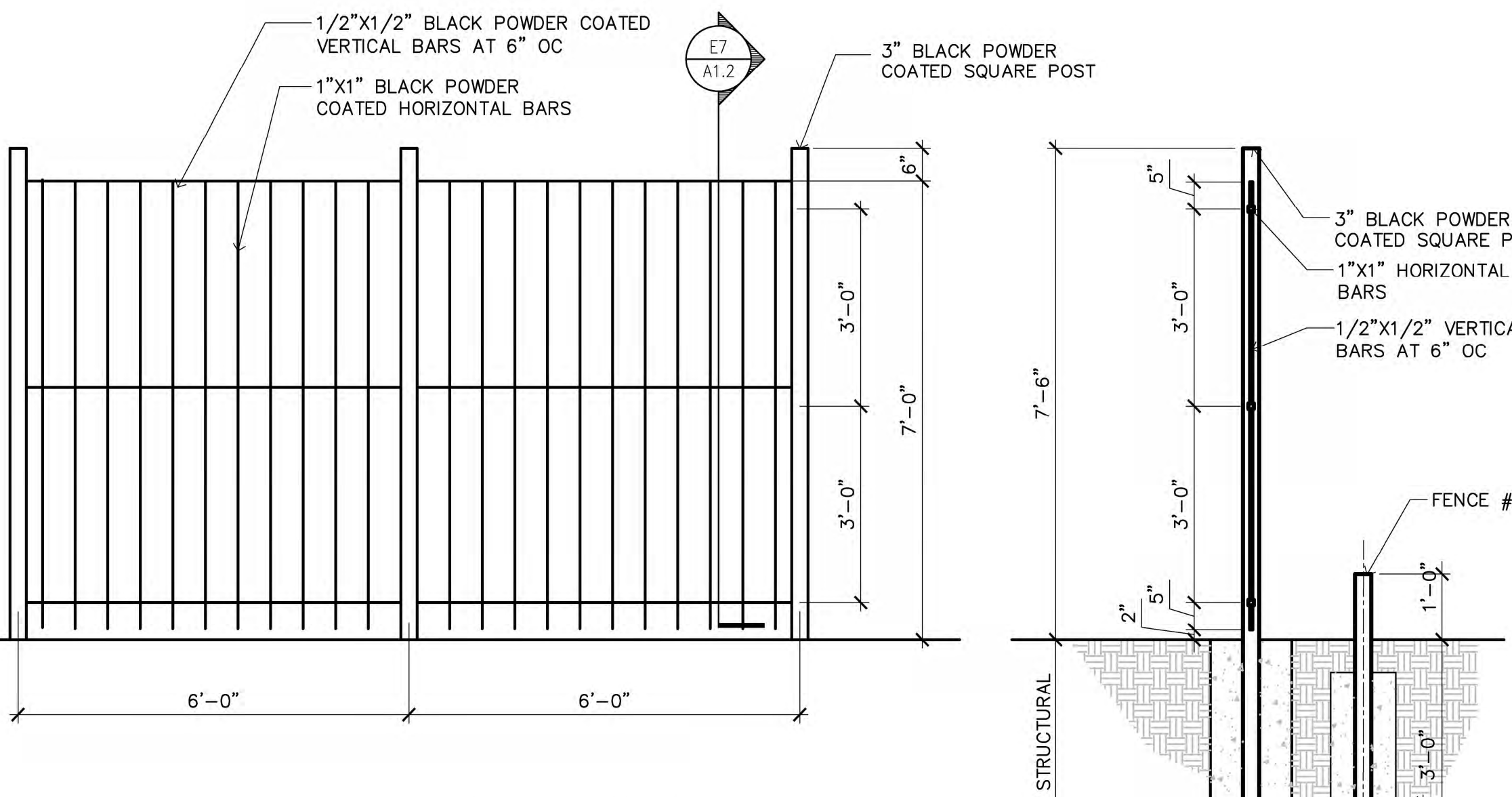
| HDR. SIZE | ACTUAL DIMENSIONS       | MINIMUM RADIUS POSSIBLE |
|-----------|-------------------------|-------------------------|
| 1X 6      | 5 7/16" x 9 1/16" x 20' | 36"                     |

EPIC EDGE CHART  
COLOR OPTIONS: MENDOCINO REDWOOD, PACIFICA GREY, SEDONA SAND, AND CARMEL BROWN  
MANUFACTURED BY: EPIC PLASTICS, 104 EAST TURNER RD., Lodi CA 95240  
URL: ADDRESS: www.epicplastics.com

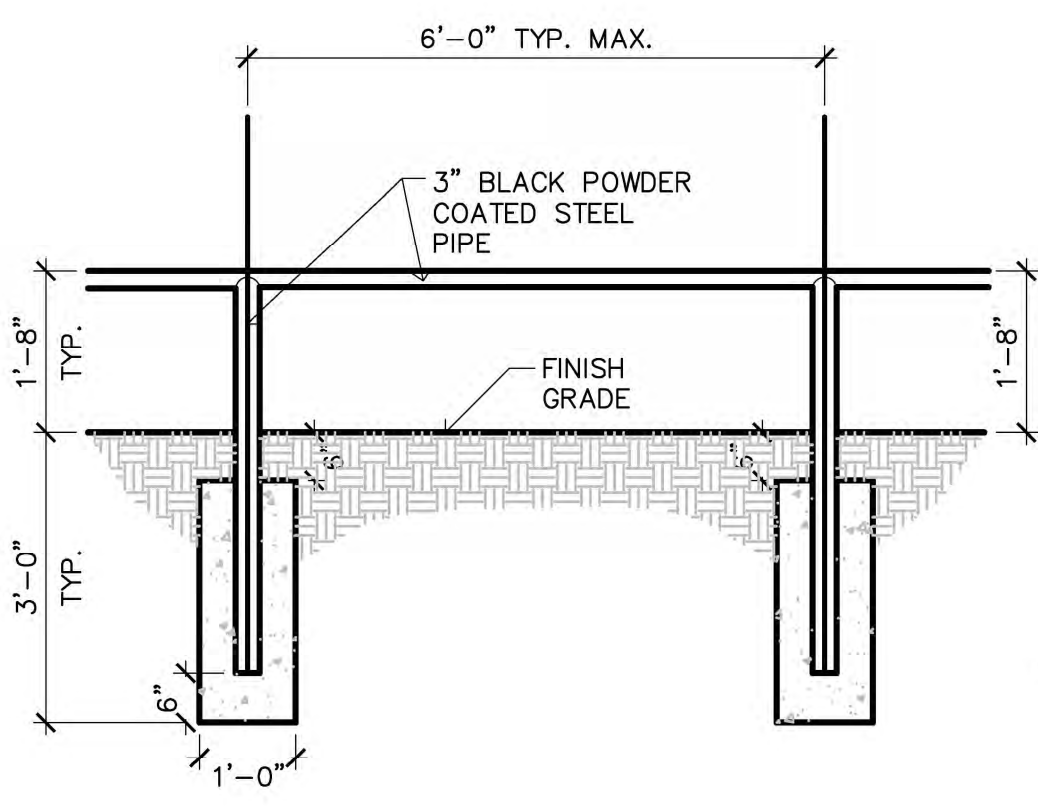
3a EPIC EDGE DETAIL  
NOT TO SCALE



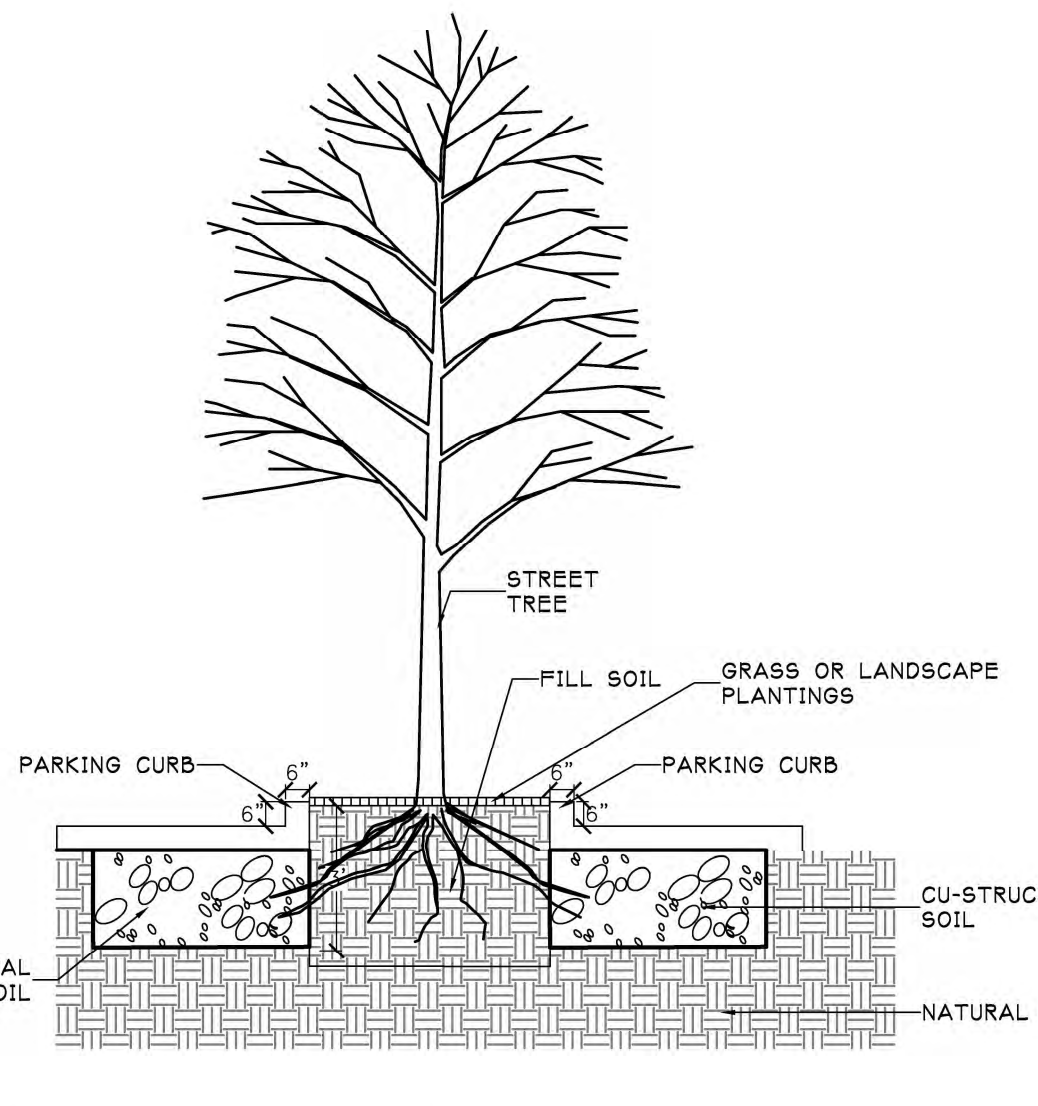
4 MASONRY SCREENING WALL  
SCALE: 1/2" = 1'-0"



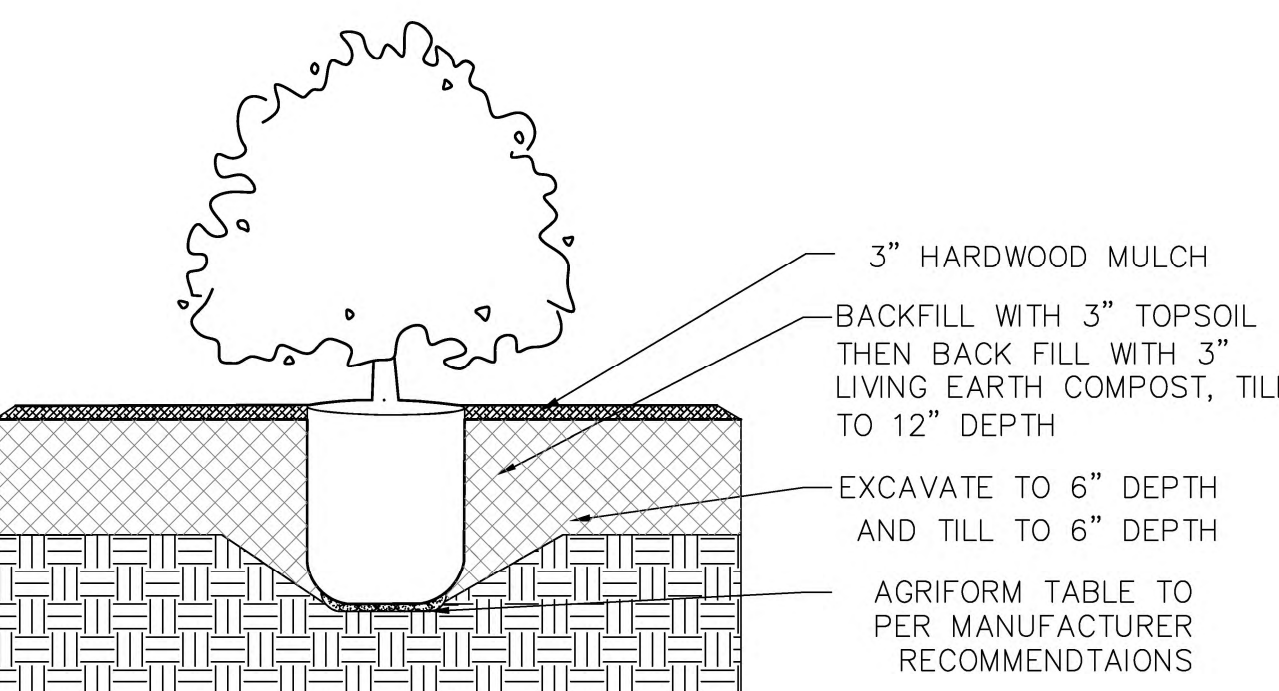
6a ORNAMENTAL METAL FENCE  
SCALE: 1/2" = 1'-0"



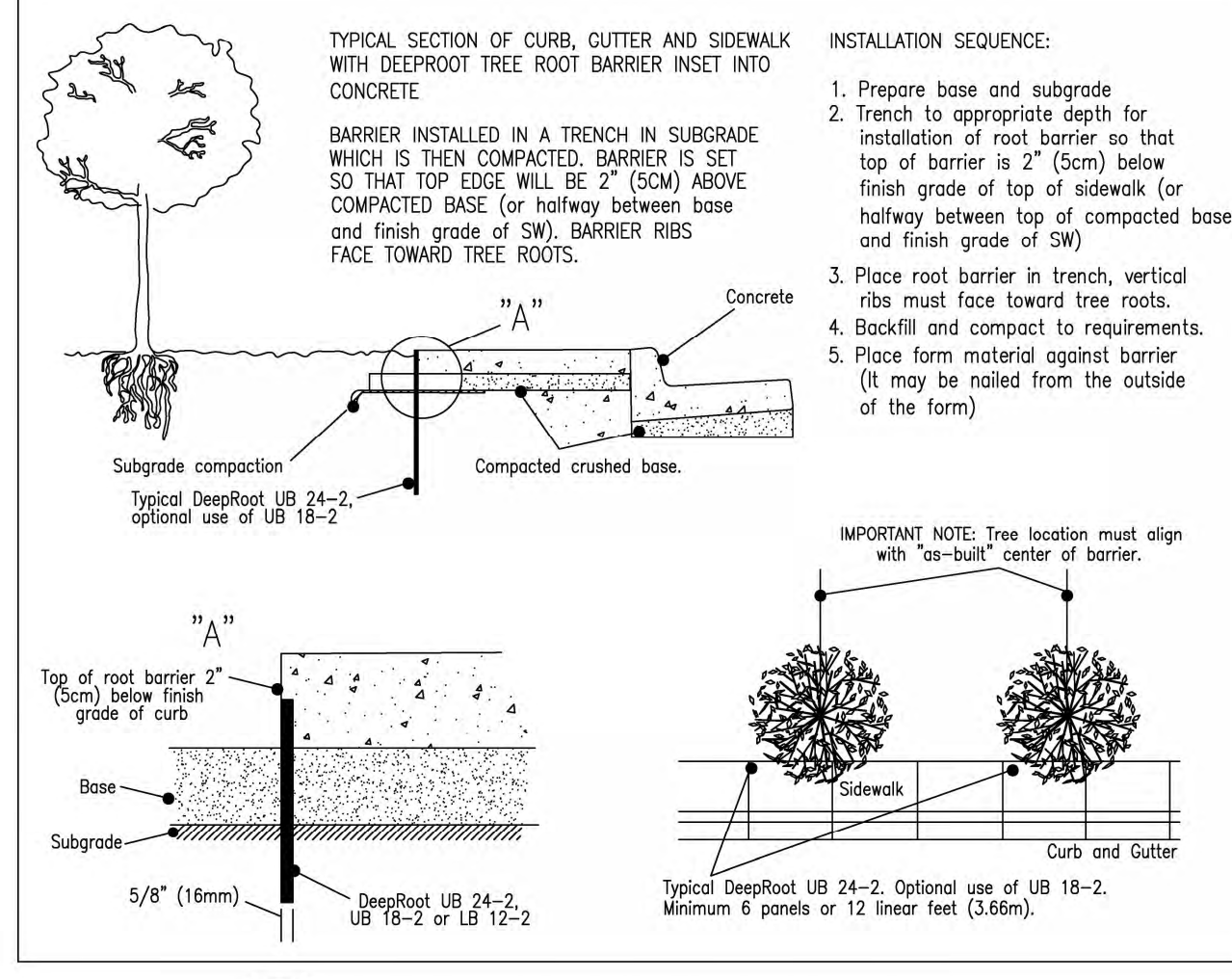
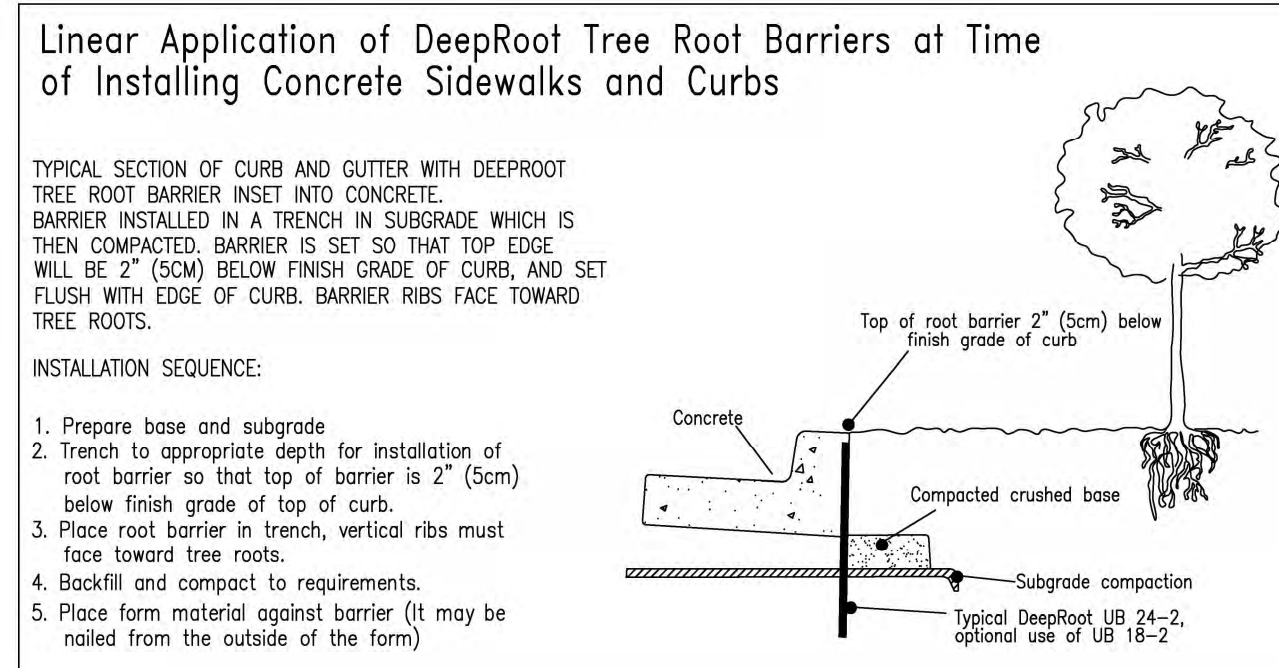
7 PIPE RAIL FENCE DETAIL  
SCALE: 1/2" = 1'-0"



8a CU STRUCTURAL SOIL DETAIL  
NOT TO SCALE



5 SHRUB DETAIL  
NOT TO SCALE



9a ROOT BARRIER DETAIL  
NOT TO SCALE

**HUFFINES KIA/SUBARU**  
Lot 1, Block A  
HUFFINES AUTO ADDITION  
in the  
13.773 Acres  
EA. GARRISON SURVEY ABSTRACT NO. 511  
CITY OF CORINTH,  
DENTON COUNTY, TEXAS

**LANDSCAPE PLAN**

REGISTERED LANDSCAPE ARCHITECT  
**RON A. STEWART**  
STATE OF TEXAS  
10/26/2017

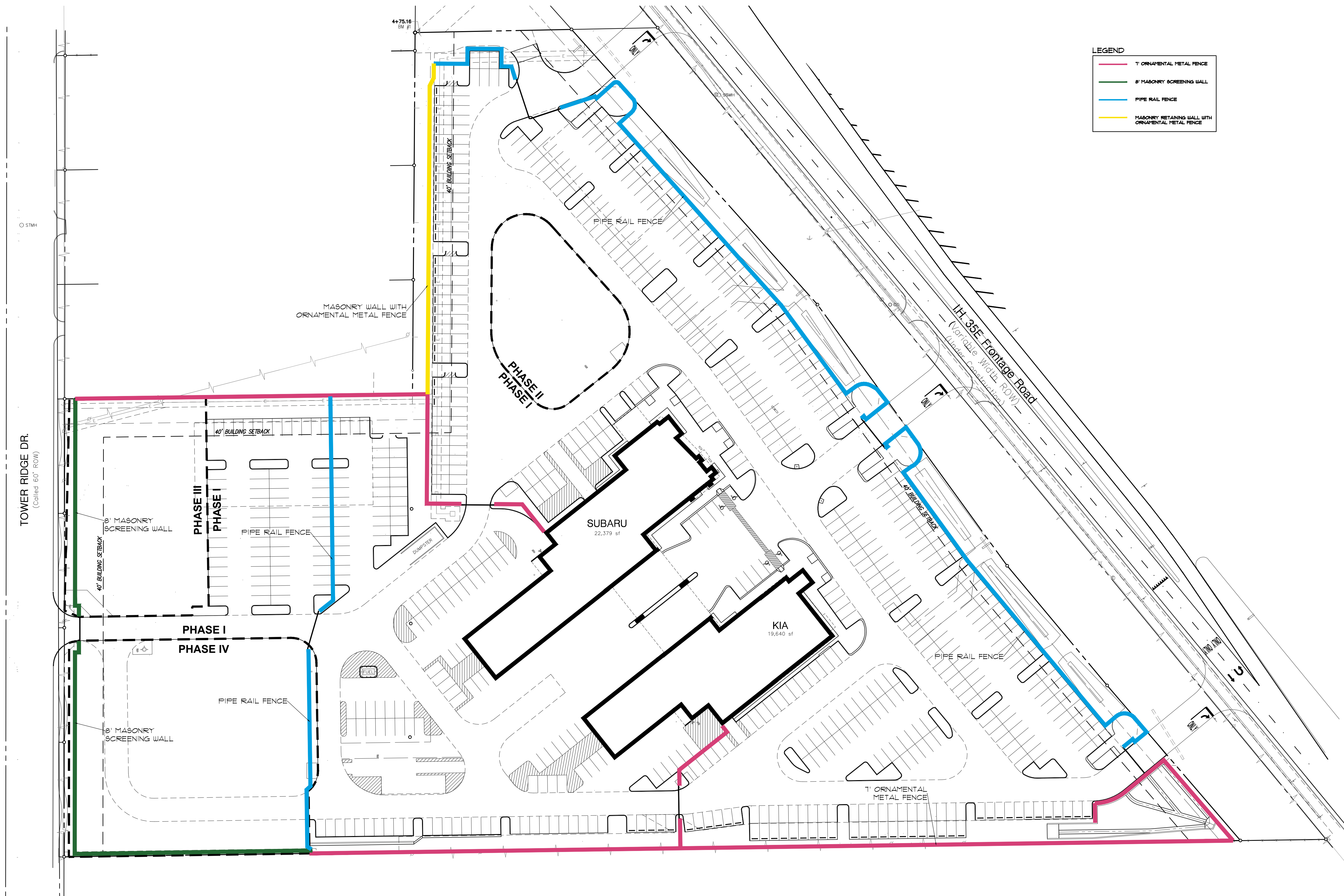
Drawn By: RLS  
Date: 02/01/2017  
Scale:  
Revisions:  
03/27/2017  
05/02/2017  
05/18/2017  
06/13/2017  
09/26/2017  
09/29/2017

**15044**

L1.1

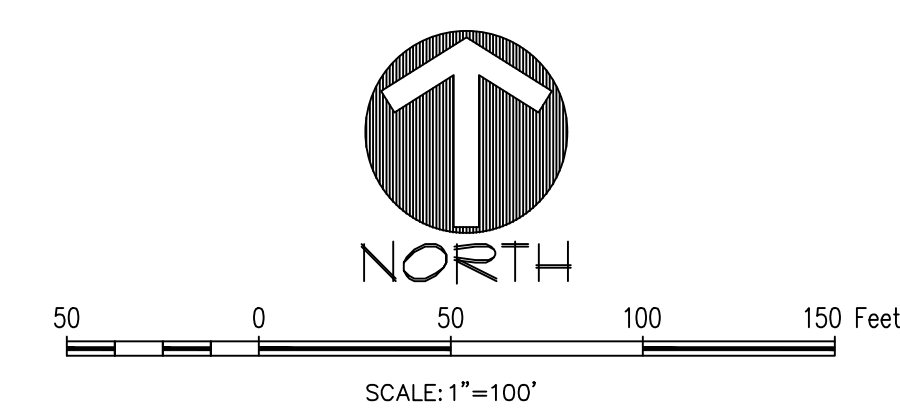
File: 2:107015044.dwg  
 P: R. Garris  
 Plot: 10/26/2017 10:32 AM, by rlg  
 Scale: 1/8"=1'-0"  
 Plot: 10/26/2017 10:32 AM, by rlg


File: J:\15044\15044.dwg Plot: 8/16/2017 11:01 AM by John Maxwell Sheet: 8/16/2017 11:00 AM by John



**LEGEND**

|  |                                                    |
|--|----------------------------------------------------|
|  | 1' ORNAMENTAL METAL FENCE                          |
|  | 8' MASONRY SCREENING WALL                          |
|  | PIPE RAIL FENCE                                    |
|  | MASONRY RETAINING WALL WITH ORNAMENTAL METAL FENCE |





**CONSULTANTS, LLC**  
 SITE PLANNING CIVIL ENGINEERING PLANNING  
 LAND SURVEYING LANDSCAPE ARCHITECTURE  
111 Hubbard Drive - Lewisville, TX 75057 - P: 972-386-9712 - F: 972-386-9715  
 144 Old Country Lane - Irving, TX 75039 - P: 972-251-7777 - F: 972-251-1028  
 TBE Firm No. 1798 TBE Firm No. 10847700

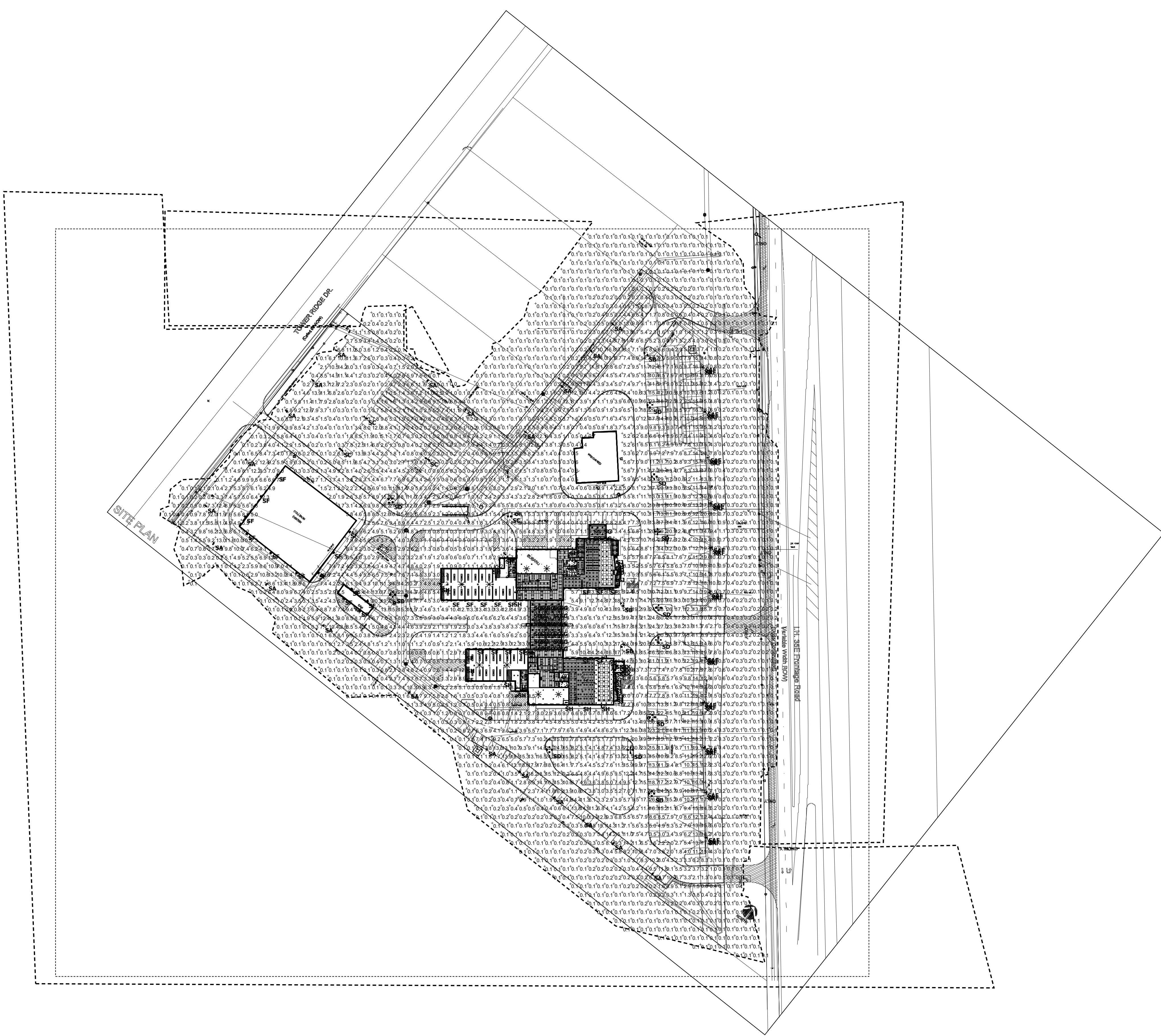
**HUFFINES KIA/SUBARU**  
 Lot 1, Block A  
**HUFFINES AUTO ADDITION**  
 13.773 Acres  
 in the  
 EA. GARRISON SURVEY, ABSTRACT NO. 511  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS

**FENCE EXHIBIT**

|                 |
|-----------------|
| Drawn By: VC    |
| Date: 8/16/2017 |
| Scale: #####    |
| Revisions:      |
|                 |
|                 |
|                 |
|                 |

**15044**  


**HUFFINES KIA/SUBARU**

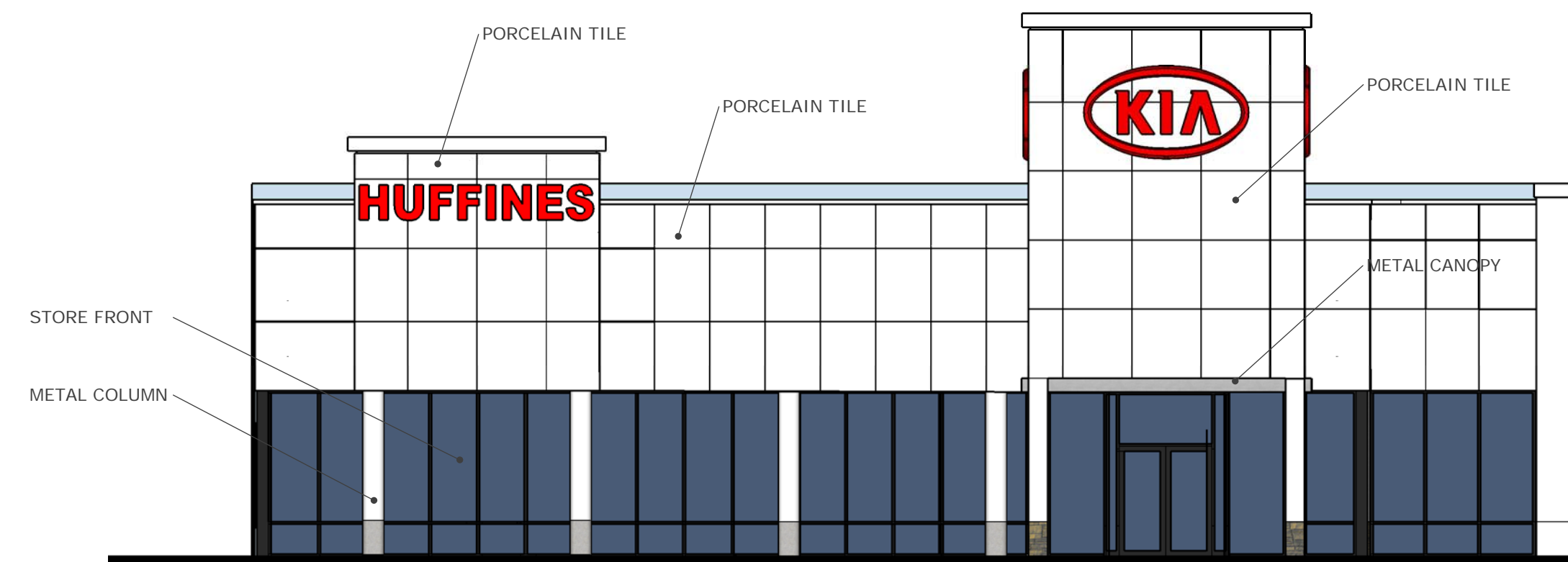


Plan View  
Scale - 1" = 100ft

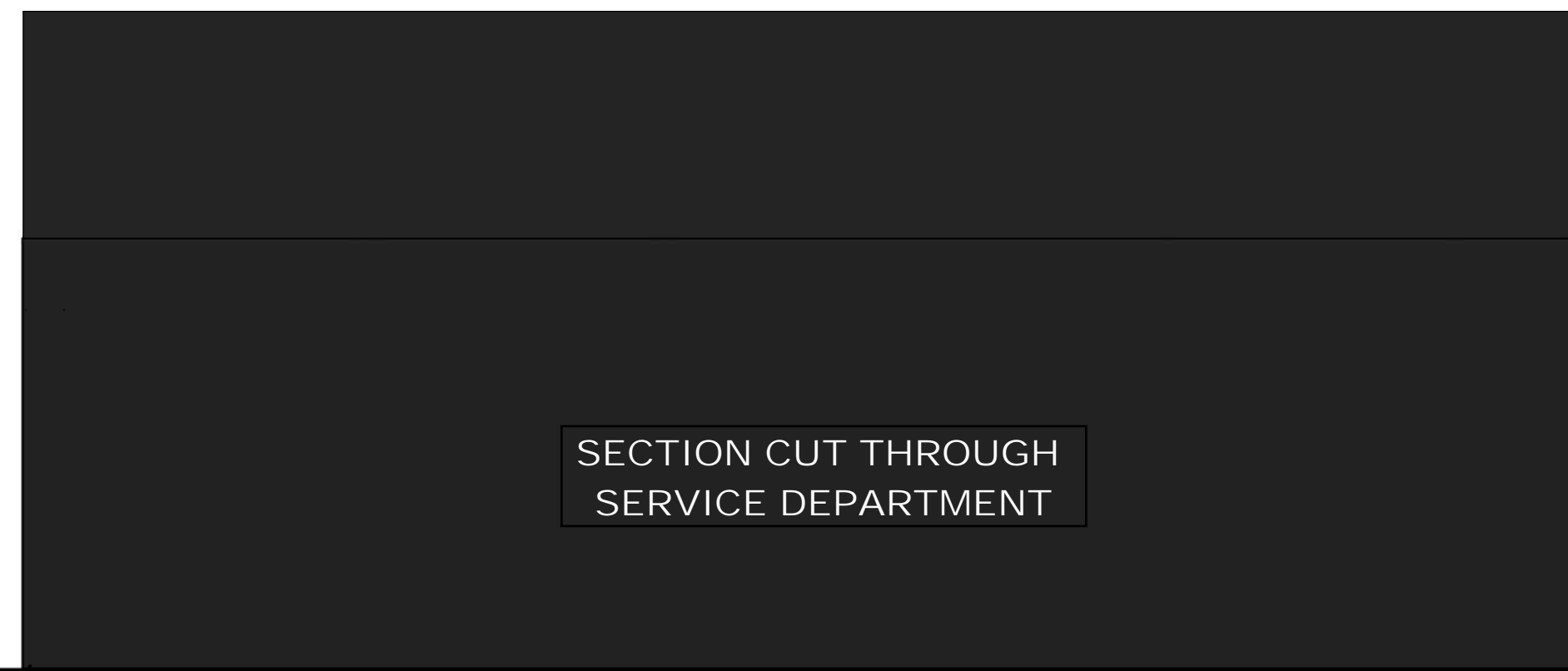
| Symbol | Label | Quantity | Manufacturer     | Catalog Number                                             | Description                                                                                         | Lamp                   | Wattage |
|--------|-------|----------|------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------|---------|
| SA     | SA    | 32       | Lithonia         | DSX2 LED 100C 1000 50K BLC DM19AS                          | SINGLE DSX2 AREA LIGHT w/ 100 LEDS, BACKLIGHT CONTROL OPTIC, ON 20' ROUND TAPERED ALUMINUM POLE     | (5000K) LED            | 360     |
| SAF    | SAF   | 22       | Lithonia         | DSXF2 LED P2 50K FL MVOLT 15 USV DDBXD / FSPB 14-8 RND DDB | FLOODLIGHT w/ GLARE GUARD MOUNTED ON ARM AT 18' HEIGHT ON POLE                                      | (5000K) LED            | 78      |
| SB     | SB    | 3        | Lithonia         | DSX2 LED 100C 1000 50K T4M MVOLT / RTA 20 5G DM29AS        | DOUBLE AT 90-DEG. AREA LIGHT w/ 100 LEDS, TYPE 4 MEDIUM OPTICS, ON 20' ROUND TAPERED ALUMINUM POLE  | (5000K) LED            | 720     |
| SC     | SC    | 4        | Lithonia         | DSX2 LED 100C 1000 50K T4M MVOLT RTA 20 5G DM28AS          | DOUBLE AT 180-DEG. AREA LIGHT w/ 100 LEDS, TYPE 4 MEDIUM OPTICS, ON 20' ROUND TAPERED ALUMINUM POLE | (5000K) LED            | 720     |
| SD     | SD    | 11       | Lithonia         | DSX2 LED 100C 1000 50K T4M MVOLT / RTA 20 5G DM49AS        | QUAD AREA LIGHT w/ 100 LEDS, TYPE 4 MEDIUM OPTICS, ON 20' ROUND TAPERED ALUMINUM POLE               | (5000K) LED            | 1440    |
| SF     | SF    | 29       | Lithonia         | DSXW2 LED 30C 1000 50K T7TM MVOLT                          | WALL MOUNTED DSXW2 AREA LIGHT w/ TYPE FORWARD THROW MEDIUM OPTIC                                    | (5000K) LED            | 109     |
| SG     | SG    | 32       | Luminis          | NT812C-L1W30x1 GRT K5                                      | SURFACE MOUNT SQUARE NAUTILUX UNIT WITH OPAL WHITE GLASS DIFFUSER                                   | (5000K) LED            | 33.04   |
| SH     | SH    | 13       | Lithonia         | WST LED P2 50K T7M MVOLT E20WH DDBXD                       | WALL MOUNT UNIT w/ VISUAL COMFORT FORWARD THROW OPTICS AND INTEGRAL EMERGENCY BATTERY               | (5000K) LED            | 25      |
| SJ     | SJ    | 15       | USA Illumination | 3021 W 81 5 10 LRTD4 9036 E1 40KS 25 FT 120V DIML2         | WET RATED RECESSED DOWNLIGHT w/ 1" RECESS AND 25 DEG. BEAM SPREAD, WHITE TRIM                       | (4000K) LED, 0-10v DIM | 33.85   |
| SK     | SK    | 8        | USA Illumination | 3021 W 81 5 10 LRTD4 9016-E1 40KS 90 FT 120V DIML2         | WET RATED RECESSED DOWNLIGHT w/ 1" RECESS AND 90 DEG. BEAM SPREAD, WHITE TRIM                       | (4000K) LED, 0-10v DIM | 16      |

| Statistics          |        |         |         |        |         |         |
|---------------------|--------|---------|---------|--------|---------|---------|
| Description         | Symbol | Avg     | Max     | Min    | Max/Min | Avg/Min |
| Calc Zone #3        | +      | 4.8 fc  | 75.9 fc | 0.0 fc | N/A     | N/A     |
| Drive Thru Drop Off | +      | 12.7 fc | 14.6 fc | 9.5 fc | 1.5:1   | 1.3:1   |



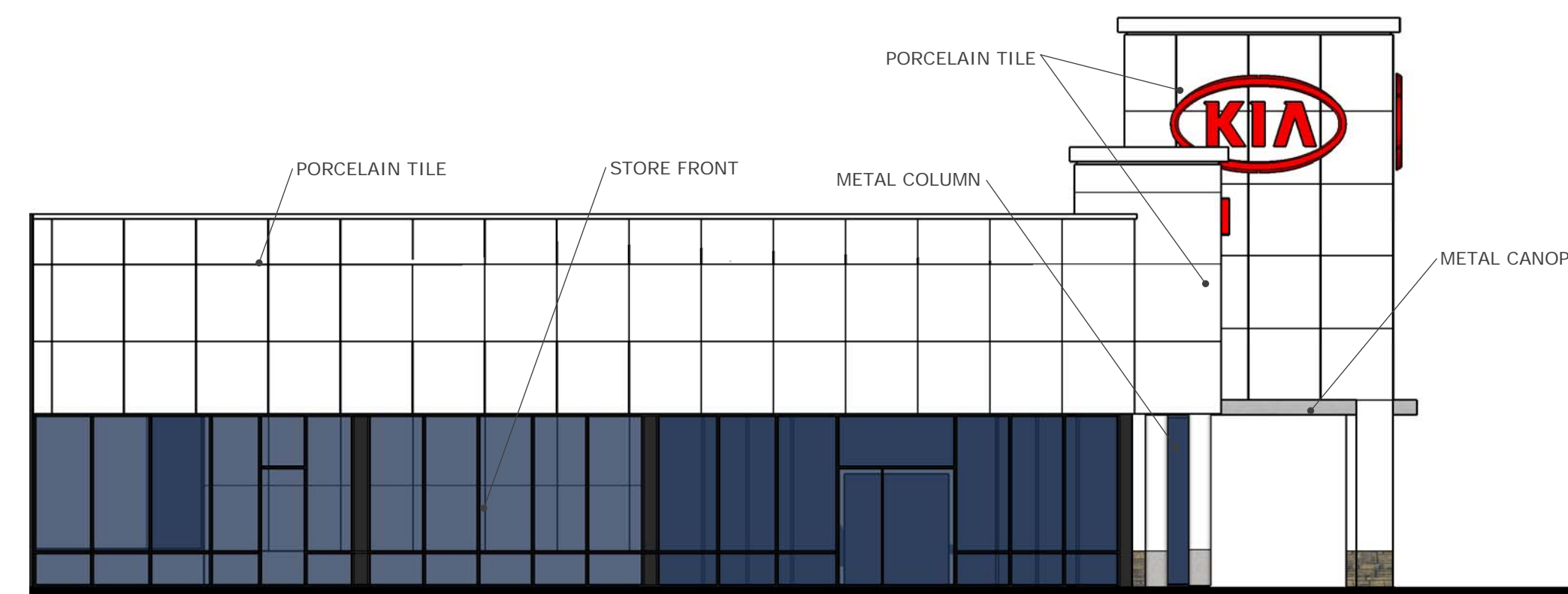


**KIA SALES DEPARTMENT - EAST ELEVATION**  
1" = 10'-0"

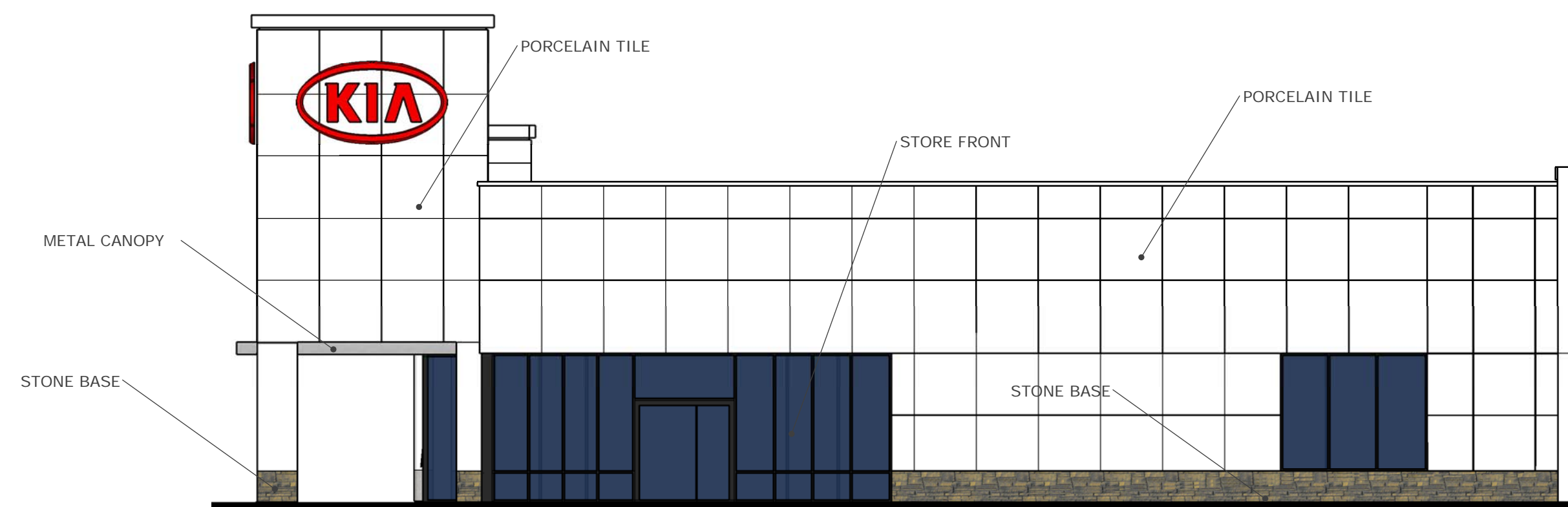


SECTION CUT THROUGH  
SERVICE DEPARTMENT

**KIA SALES DEPARTMENT - WEST ELEVATION**  
1" = 10'-0"

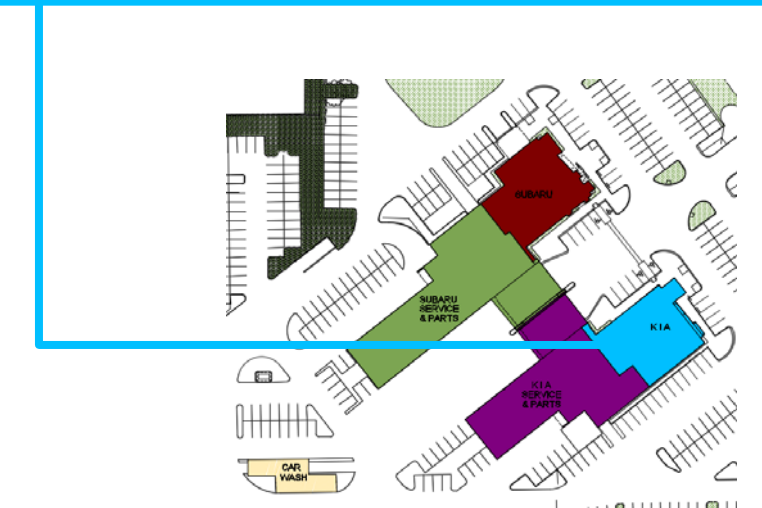


**KIA SALES DEPARTMENT - SOUTH ELEVATION**  
1" = 10'-0"



**KIA SALES DEPARTMENT - NORTH ELEVATION**  
1" = 10'-0"

| KIA - SALES DEPARTMENT                             |               |              |               |              |               |                                            |               |          |            |              |
|----------------------------------------------------|---------------|--------------|---------------|--------------|---------------|--------------------------------------------|---------------|----------|------------|--------------|
| Exterior Materials                                 | Total %       | North        |               | East         |               | South                                      |               | West     |            | Total        |
| all sides                                          | Sq.Ft.        | %            | Sq.Ft.        | %            | Sq.Ft.        | %                                          | Sq.Ft.        | %        | Sq.Ft. all |              |
| Glazing                                            | 31.1%         | 500          | 18.3%         | 1,077        | 39.0%         | 915                                        | 36.4%         | 0        | 0          | 2,492        |
| Metal**                                            | 2.9%          | 68           | 2.5%          | 90           | 3.3%          | 75                                         | 3.0%          | 0        | 0          | 233          |
| Stucco                                             | 0.0%          | 0            | 0.0%          | 0            | 0.0%          | 0                                          | 0.0%          | 0        | 0          | 0            |
| Stone                                              | 2.9%          | 195          | 7.1%          | 15           | 0.5%          | 20                                         | 0.8%          | 0        | 0          | 230          |
| Arch. CMU                                          | 0.0%          | 0            | 0.0%          | 0            | 0.0%          | 0                                          | 0.0%          | 0        | 0          | 0            |
| Tile                                               | 63.1%         | 1,969        | 72.1%         | 1,578        | 57.2%         | 1,505                                      | 59.8%         | 0        | 0          | 5,052        |
| <b>Total</b>                                       | <b>100.0%</b> | <b>2,732</b> | <b>100.0%</b> | <b>2,760</b> | <b>100.0%</b> | <b>2,515</b>                               | <b>100.0%</b> | <b>0</b> | <b>0</b>   | <b>8,007</b> |
| Total Square Footage of Exterior Wall Area*        |               |              |               | 5,515        |               | *excludes fenestration and doors           |               |          |            |              |
| Total Square Footage of Masonry Wall Area          |               |              |               | 5,282        |               |                                            |               |          |            |              |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |               |              |               | <b>95.8%</b> |               | <b>** most metals have masonry backing</b> |               |          |            |              |

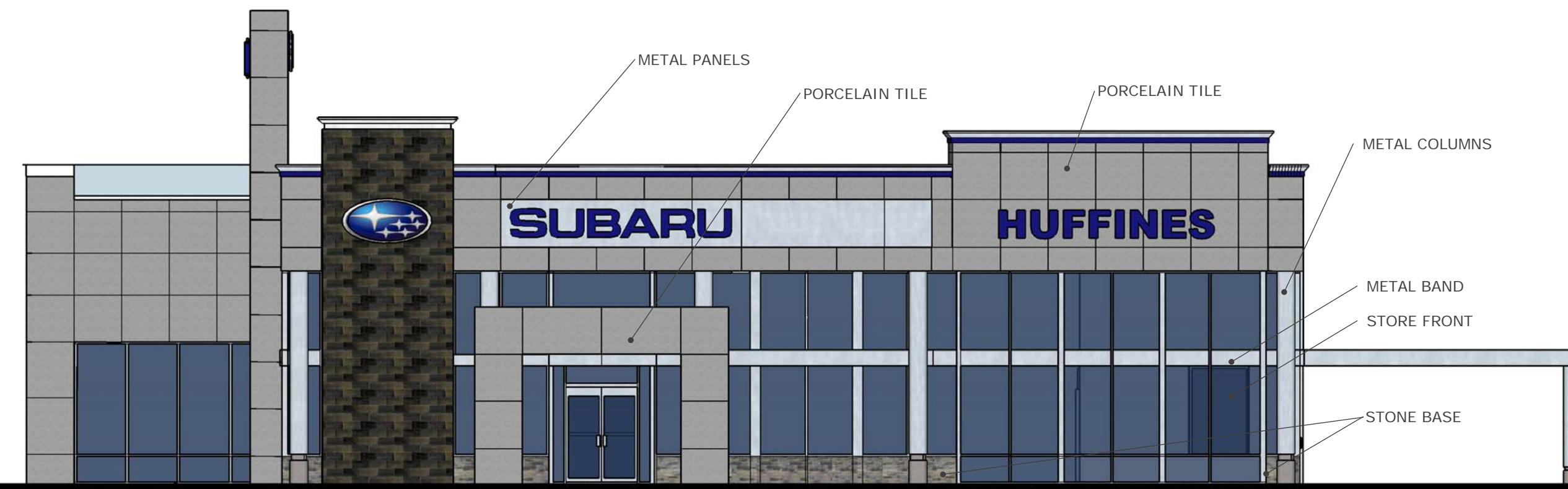


972-724-4440  
APDGLUS  
©COPYRIGHT  
A PLUS DESIGN GROUP 2015

A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

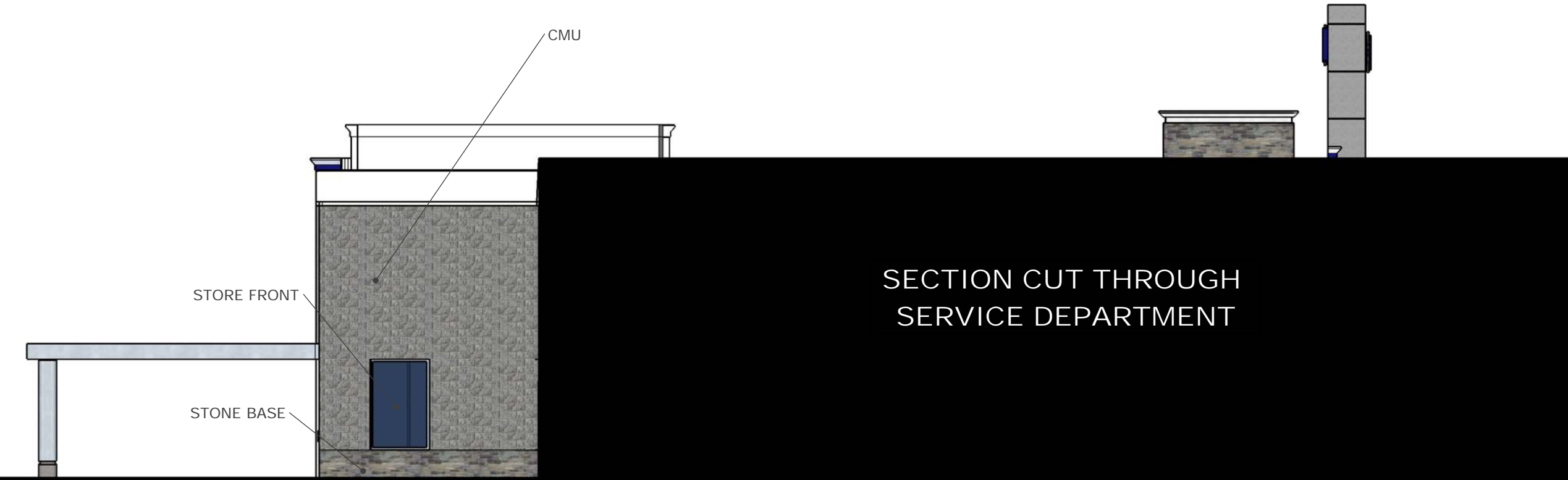
OCTOBER 25, 2017

**BUILDING  
ELEVATIONS**

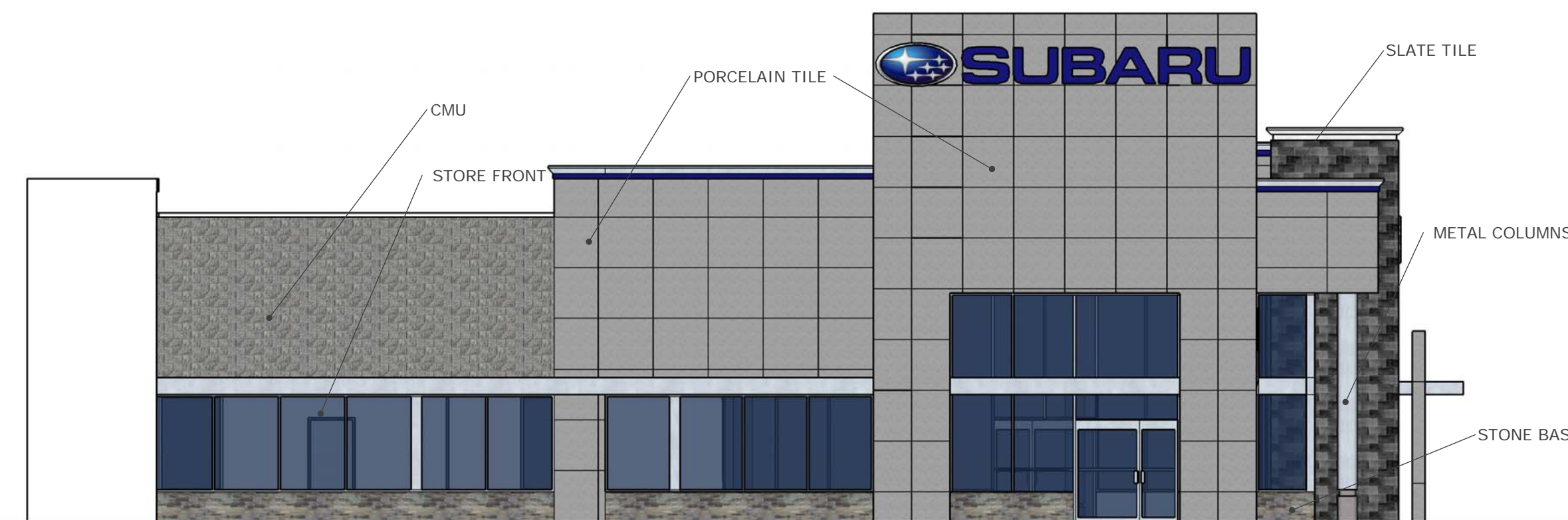


**SUBARU SALES DEPARTMENT - EAST ELEVATION**  
1" = 10'-0"

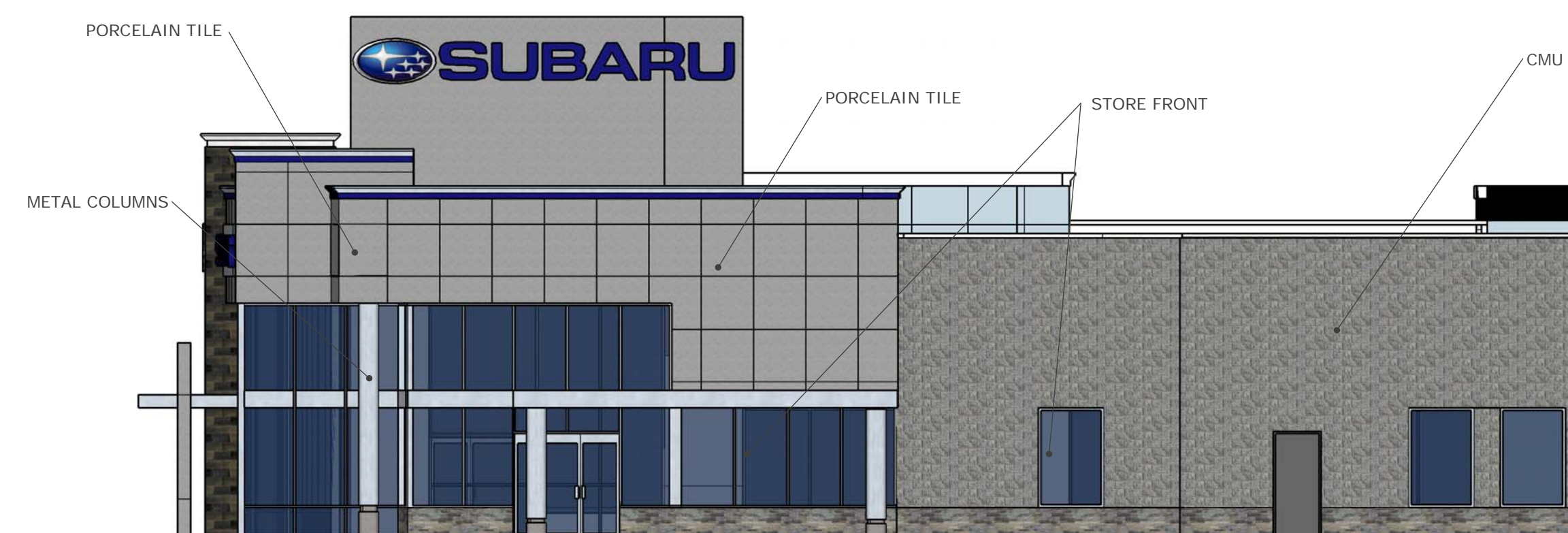
| SUBARU - SALES DEPARTMENT                   |               |              |               |              |               |                                     |               |            |               |              |
|---------------------------------------------|---------------|--------------|---------------|--------------|---------------|-------------------------------------|---------------|------------|---------------|--------------|
| Exterior Materials                          | Total %       | North        |               | East         |               | South                               |               | West       |               | Total        |
|                                             | all sides     | Sq.Ft.       | %             | Sq.Ft.       | %             | Sq.Ft.                              | %             | Sq.Ft.     | %             | Sq.Ft. all   |
| Glazing                                     | 29.4%         | 770          | 28.4%         | 1,055        | 40.8%         | 660                                 | 23.2%         | 35         | 8.1%          | 2,520        |
| Metal**                                     | 6.4%          | 145          | 5.3%          | 305          | 11.8%         | 100                                 | 3.5%          | 0          | 0.0%          | 550          |
| Stucco                                      | 0.0%          | 0            |               | 0            |               | 0                                   |               | 0          | 0.0%          | 0            |
| Stone                                       | 13.4%         | 316          | 11.6%         | 430          | 16.6%         | 345                                 | 12.1%         | 55         | 12.8%         | 1,146        |
| Arch. CMU                                   | 18.9%         | 930          | 34.3%         | 0            | 0.0%          | 347                                 | 12.2%         | 340        | 79.1%         | 1,617        |
| Tile                                        | 31.9%         | 552          | 20.3%         | 798          | 30.8%         | 1,388                               | 48.9%         | 0          | 0.0%          | 2,738        |
| <b>Total</b>                                | <b>100.0%</b> | <b>2,713</b> | <b>100.0%</b> | <b>2,588</b> | <b>100.0%</b> | <b>2,840</b>                        | <b>100.0%</b> | <b>430</b> | <b>100.0%</b> | <b>8,571</b> |
| Total Square Footage of Exterior Wall Area* |               |              |               | 6,051        |               | *excludes fenestration and doors    |               |            |               |              |
| Total Square Footage of Masonry Wall Area   |               |              |               | 5,501        |               |                                     |               |            |               |              |
| Total Percentage of Class 1 & 2 Masonry     |               |              |               | 90.9%        |               | ** most metals have masonry backing |               |            |               |              |



**SUBARU SALES DEPARTMENT - WEST ELEVATION**  
1" = 10'-0"



**SUBARU SALES DEPARTMENT - SOUTH ELEVATION**  
1" = 10'-0"



**SUBARU SALES DEPARTMENT - NORTH ELEVATION**  
1" = 10'-0"



**A PLUS DESIGN GROUP**  
ARCHITECTURE  
INTERIORS  
CONSTRUCTION

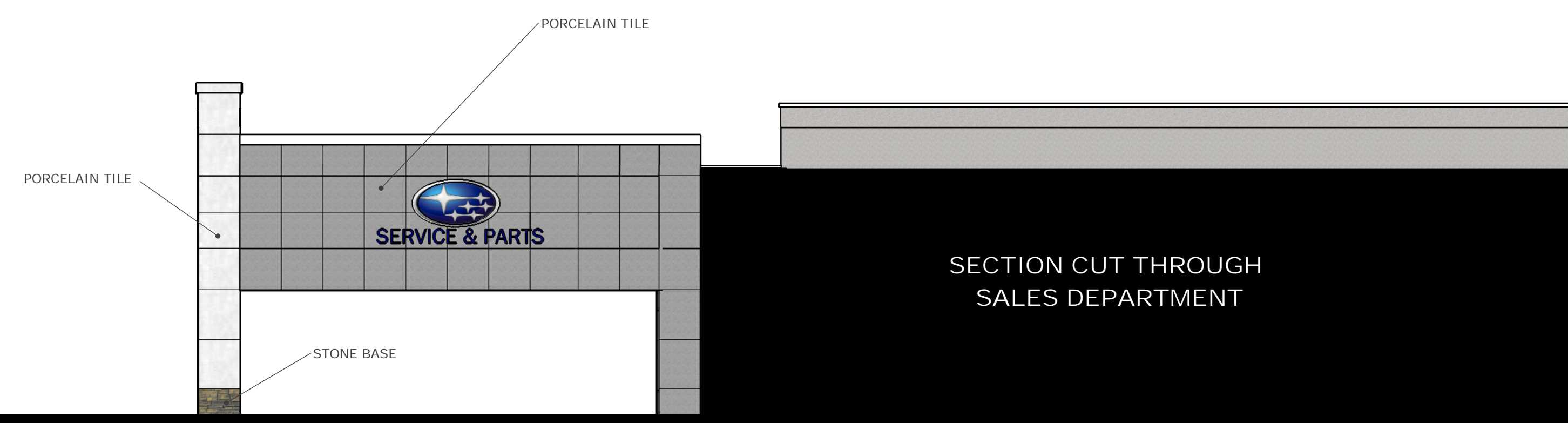
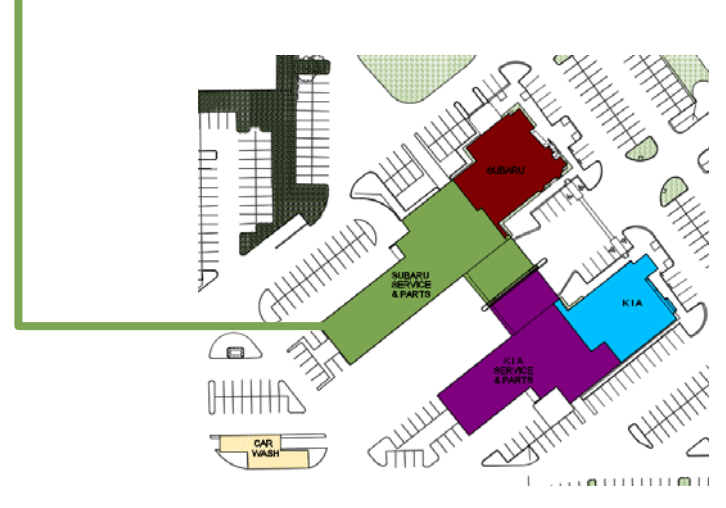
972-724-4440  
APDGLUS  
©COPYRIGHT  
A PLUS DESIGN GROUP 2015

A NEW DEALERSHIP FACILITY FOR:  
**HUFFINES KIA / SUBARU**  
CORINTH, TEXAS

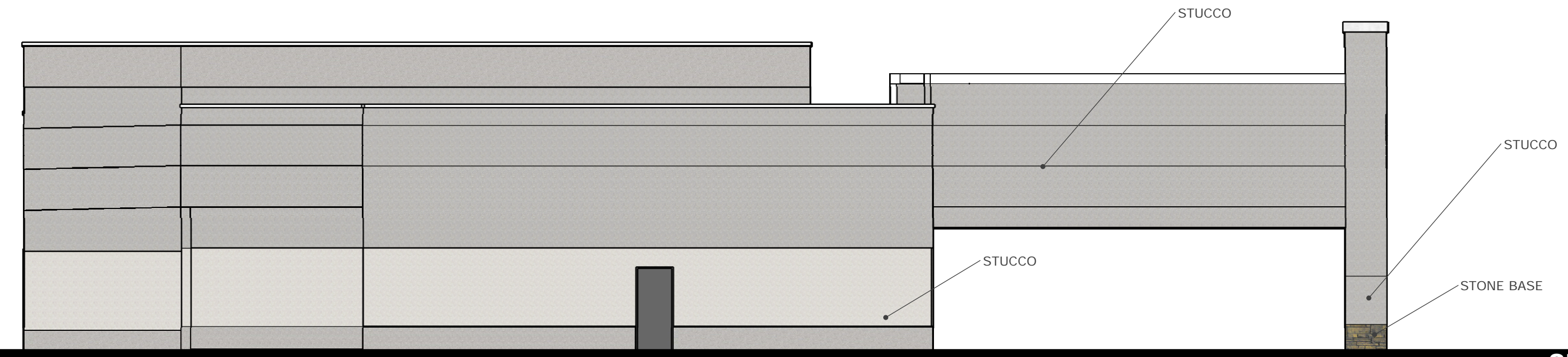
OCTOBER 25, 2017

**BUILDING ELEVATIONS**

| SUBARU - SERVICE AND PARTS                         |               |              |               |               |               |                                            |               |              |               |               |
|----------------------------------------------------|---------------|--------------|---------------|---------------|---------------|--------------------------------------------|---------------|--------------|---------------|---------------|
| Exterior Materials                                 | Total %       | North        |               | East          |               | South                                      |               | West         |               | Total         |
| all sides                                          | Sq.Ft.        | %            | Sq.Ft.        | %             | Sq.Ft.        | %                                          | Sq.Ft.        | %            | Sq.Ft. all    |               |
| Glazing                                            | 5.4%          | 0            | 0.0%          | 0             | 0.0%          | 640                                        | 18.5%         | 0            | 0.0%          | 640           |
| Metal**                                            | 0.0%          | 0            | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 0             |
| Stucco                                             | 86.6%         | 4,483        | 100.0%        | 0             | 0.0%          | 2,798                                      | 80.8%         | 2,978        | 96.1%         | 10,259        |
| Stone                                              | 0.4%          | 0            | 0.0%          | 20            | 2.5%          | 10                                         | 0.3%          | 12           | 0.4%          | 42            |
| Arch. CMU                                          | 0.0%          | 0            | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 0             |
| Tile                                               | 7.6%          | 0            | 0.0%          | 775           | 97.5%         | 15                                         | 0.4%          | 110          | 3.5%          | 900           |
| <b>Total</b>                                       | <b>100.0%</b> | <b>4,483</b> | <b>100.0%</b> | <b>795</b>    | <b>100.0%</b> | <b>3,463</b>                               | <b>100.0%</b> | <b>3,100</b> | <b>100.0%</b> | <b>11,841</b> |
| Total Square Footage of Exterior Wall Area*        |               |              |               | 11,201        |               | *excludes fenestration and doors           |               |              |               |               |
| Total Square Footage of Masonry Wall Area          |               |              |               | 11,201        |               |                                            |               |              |               |               |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |               |              |               | <b>100.0%</b> |               | <b>** most metals have masonry backing</b> |               |              |               |               |



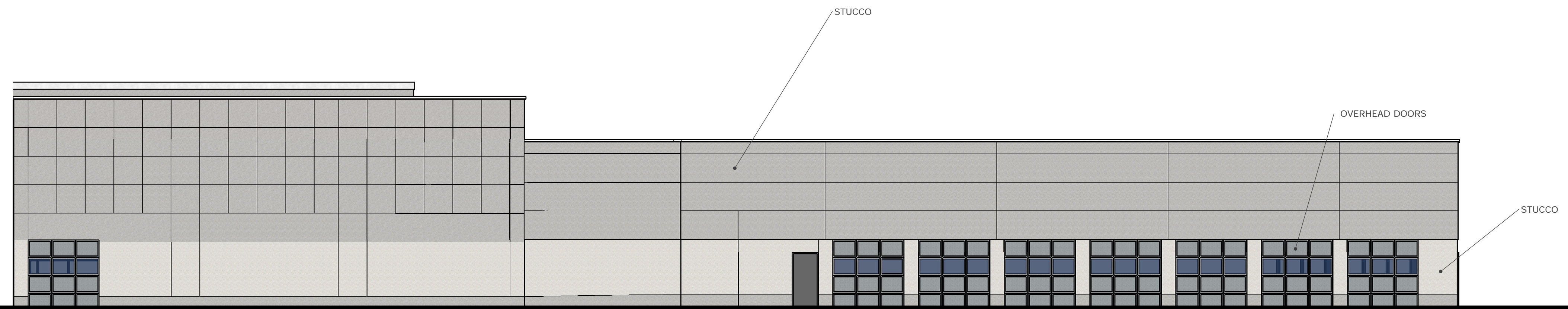
**SUBARU SERVICE & PARTS - EAST ELEVATION**  
1" = 10'-0"



**SUBARU SERVICE & PARTS - WEST ELEVATION**  
1" = 10'-0"

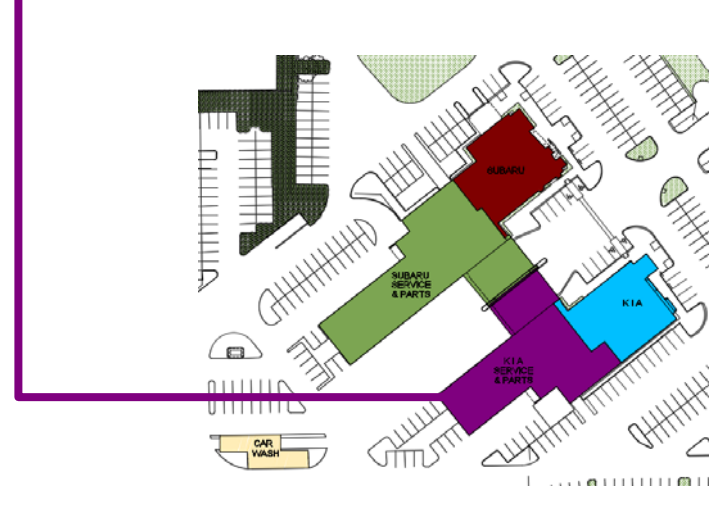


**SUBARU SERVICE & PARTS - SOUTH ELEVATION**  
1" = 10'-0"

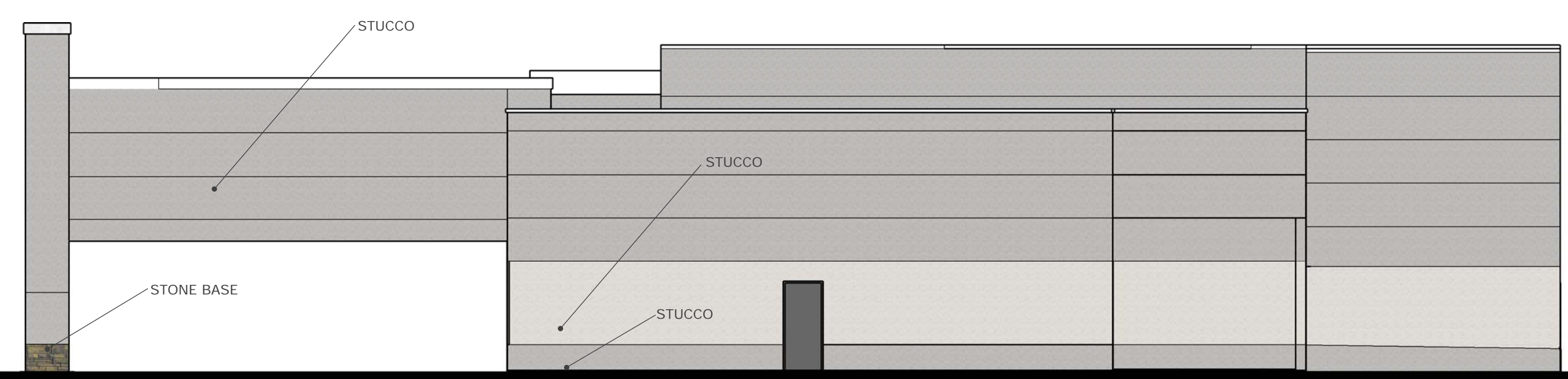


**SUBARU SERVICE & PARTS - NORTH ELEVATION**  
1" = 10'-0"

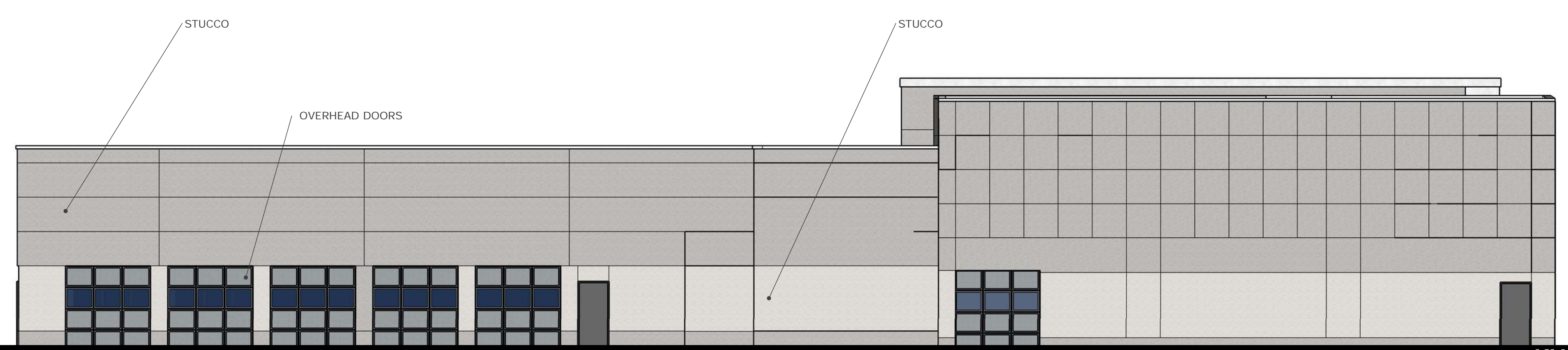
| KIA - SERVICE AND PARTS                            |                   |              |               |               |               |                                            |               |              |               |                  |
|----------------------------------------------------|-------------------|--------------|---------------|---------------|---------------|--------------------------------------------|---------------|--------------|---------------|------------------|
| Exterior Materials                                 | Total % all sides | North        |               | East          |               | South                                      |               | West         |               | Total Sq.Ft. all |
|                                                    |                   | Sq.Ft.       | %             | Sq.Ft.        | %             | Sq.Ft.                                     | %             | Sq.Ft.       | %             |                  |
| Glazing                                            | 7.2%              | 720          | 27.8%         | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 720              |
| Metal**                                            | 0.0%              | 0            | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 0                |
| Stucco                                             | 84.7%             | 1,848        | 71.3%         | 0             | 0.0%          | 4,105                                      | 100.0%        | 3,103        | 96.2%         | 8,493            |
| Stone                                              | 0.3%              | 10           | 0.4%          | 20            | 2.5%          | 0                                          | 0.0%          | 12           | 0.4%          | 30               |
| Arch. CMU                                          | 0.0%              | 0            | 0.0%          | 0             | 0.0%          | 0                                          | 0.0%          | 0            | 0.0%          | 0                |
| Tile                                               | 7.9%              | 15           | 0.6%          | 775           | 97.5%         | 0                                          | 0.0%          | 110          | 3.4%          | 790              |
| <b>Total</b>                                       | <b>100.0%</b>     | <b>2,593</b> | <b>100.0%</b> | <b>795</b>    | <b>100.0%</b> | <b>4,105</b>                               | <b>100.0%</b> | <b>3,225</b> | <b>100.0%</b> | <b>10,033</b>    |
| Total Square Footage of Exterior Wall Area*        |                   |              |               | 9,313         |               | *excludes fenestration and doors           |               |              |               |                  |
| Total Square Footage of Masonry Wall Area          |                   |              |               | 9,313         |               |                                            |               |              |               |                  |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |                   |              |               | <b>100.0%</b> |               | <b>** most metals have masonry backing</b> |               |              |               |                  |



**KIA SERVICE & PARTS - EAST ELEVATION**  
1" = 10'-0"



**KIA SERVICE & PARTS - WEST ELEVATION**  
1" = 10'-0"



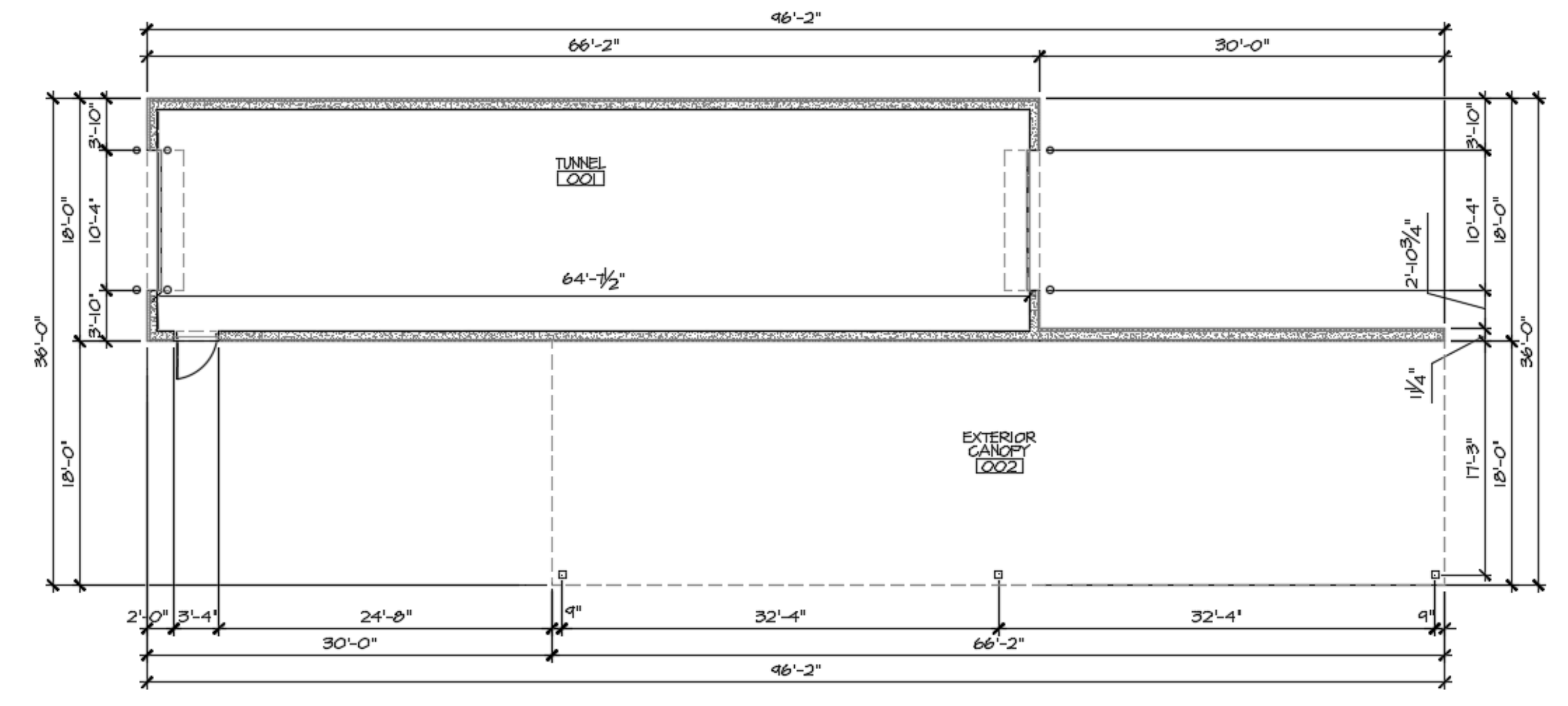
**KIA SERVICE & PARTS - SOUTH ELEVATION**  
1" = 10'-0"



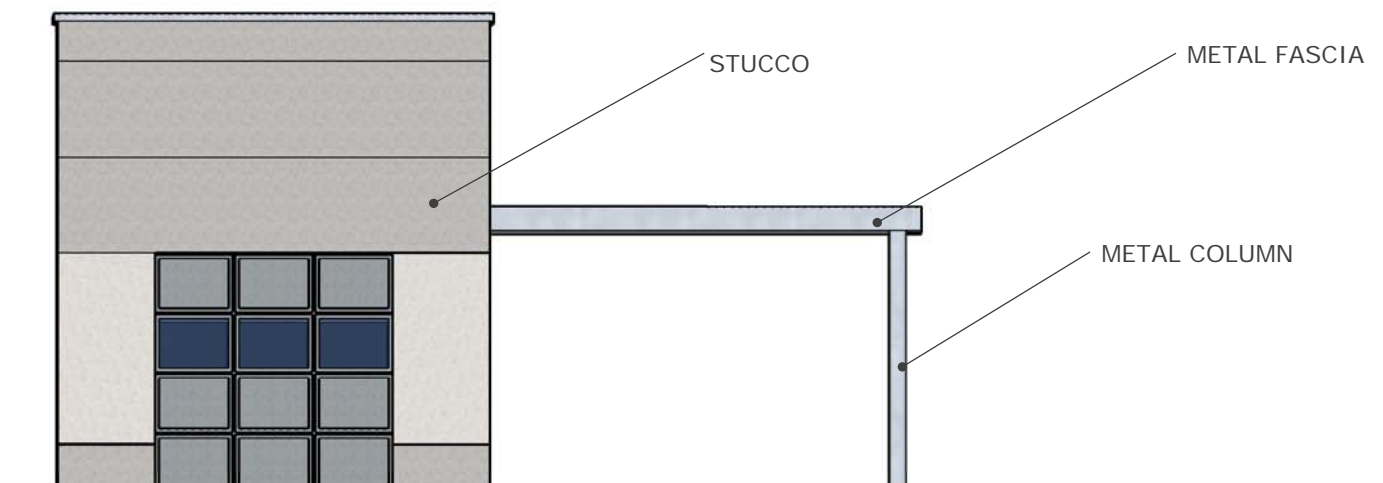
**KIA SERVICE & PARTS - NORTH ELEVATION**  
1" = 10'-0"

| Exterior Materials                                 | North        |               | East       |               | South        |               | West       |               | Total Sq.Ft. all |
|----------------------------------------------------|--------------|---------------|------------|---------------|--------------|---------------|------------|---------------|------------------|
|                                                    | Sq.Ft.       | %             | Sq.Ft.     | %             | Sq.Ft.       | %             | Sq.Ft.     | %             |                  |
| Metal**                                            | 0            | 0.0%          | 25         | 8.8%          | 100          | 5.9%          | 25         | 8.8%          | 150              |
| Stucco                                             | 1,630        | 100.0%        | 260        | 91.2%         | 1,590        | 94.1%         | 260        | 91.2%         | 3,740            |
| <b>Total</b>                                       | <b>1,630</b> | <b>100.0%</b> | <b>285</b> | <b>100.0%</b> | <b>1,690</b> | <b>100.0%</b> | <b>285</b> | <b>100.0%</b> | <b>3,890</b>     |
| Total Square Footage of Exterior Wall Area*        |              |               |            |               | 3,890        |               |            |               |                  |
| Total Square Footage of Masonry Wall Area          |              |               |            |               | 3,740        |               |            |               |                  |
| <b>Total Percentage of Class 1 &amp; 2 Masonry</b> |              |               |            |               | <b>96.1%</b> |               |            |               |                  |

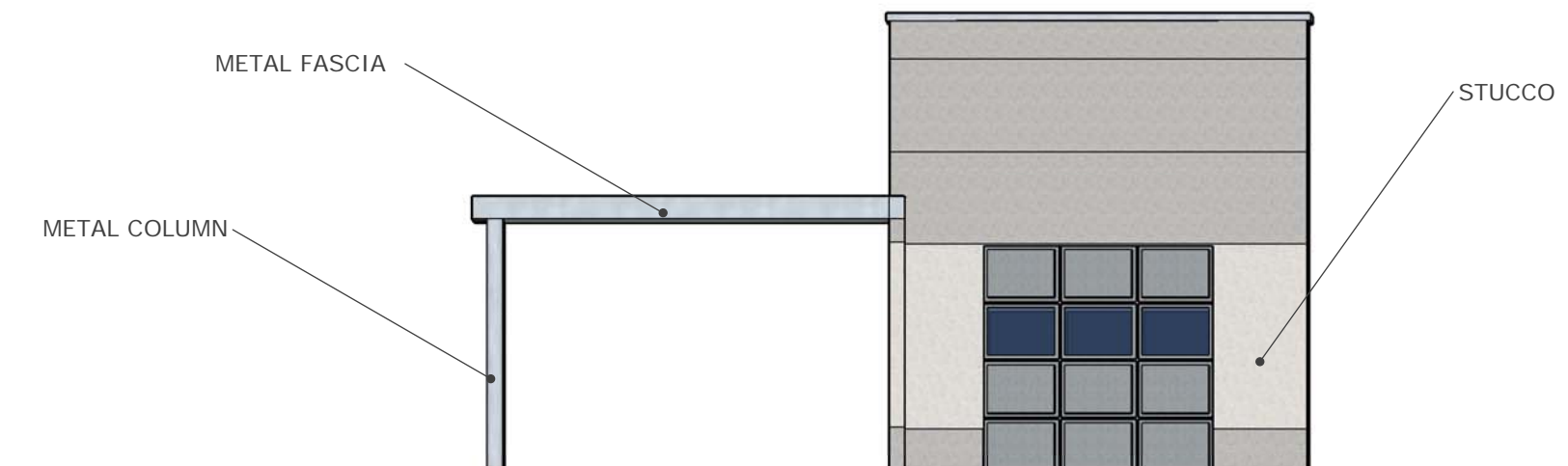
\*excludes fenestration and doors  
\*\* most metals have masonry backing



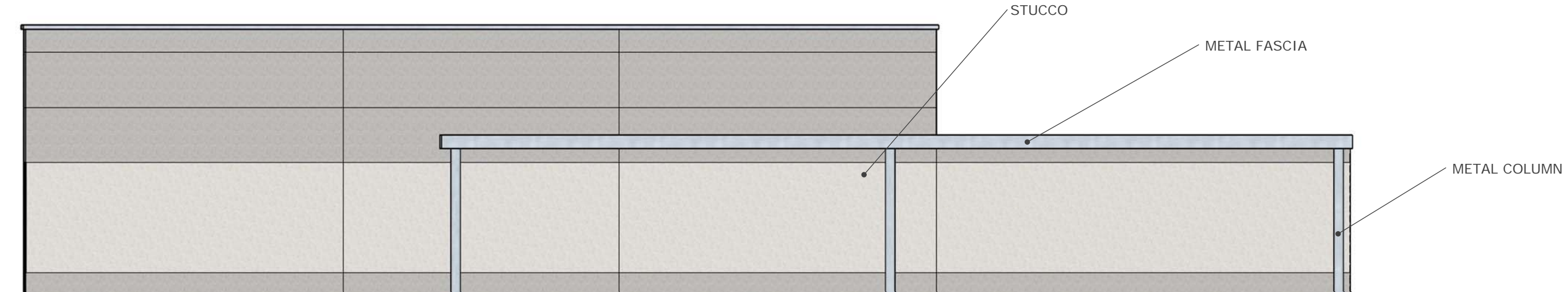
**CAR WASH FLOOR PLAN**



**CAR WASH - WEST ELEVATION**  
1/8" = 1'-0"



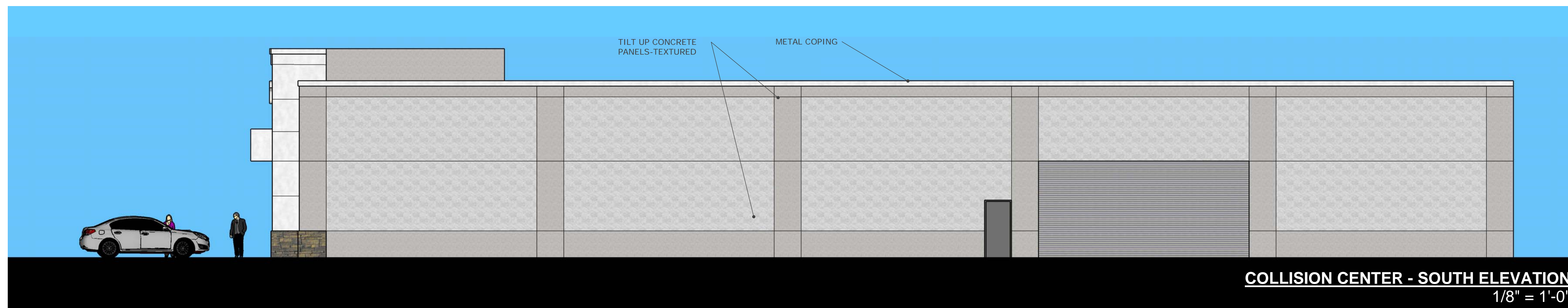
**CAR WASH - EAST ELEVATION**  
1/8" = 1'-0"



**CAR WASH - SOUTH ELEVATION**  
1/8" = 1'-0"

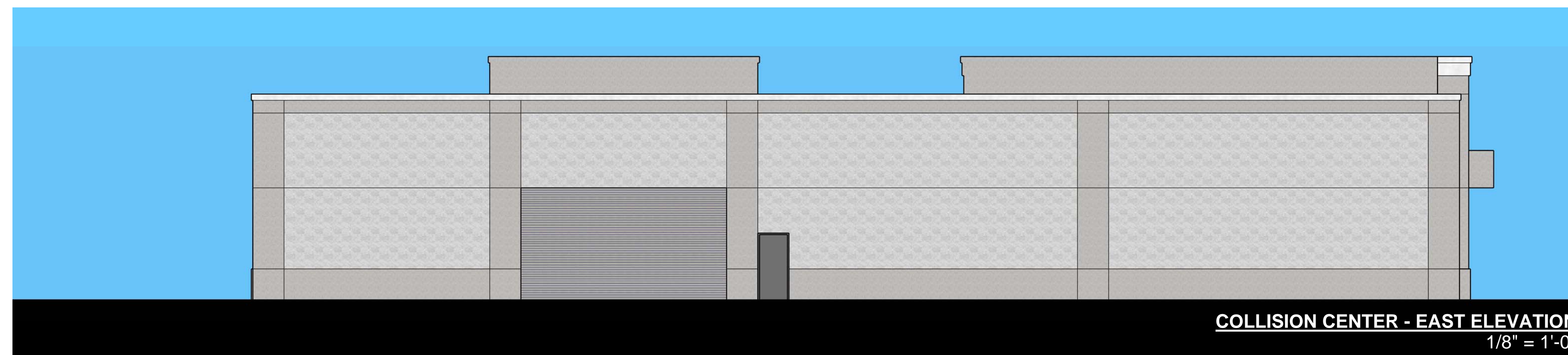
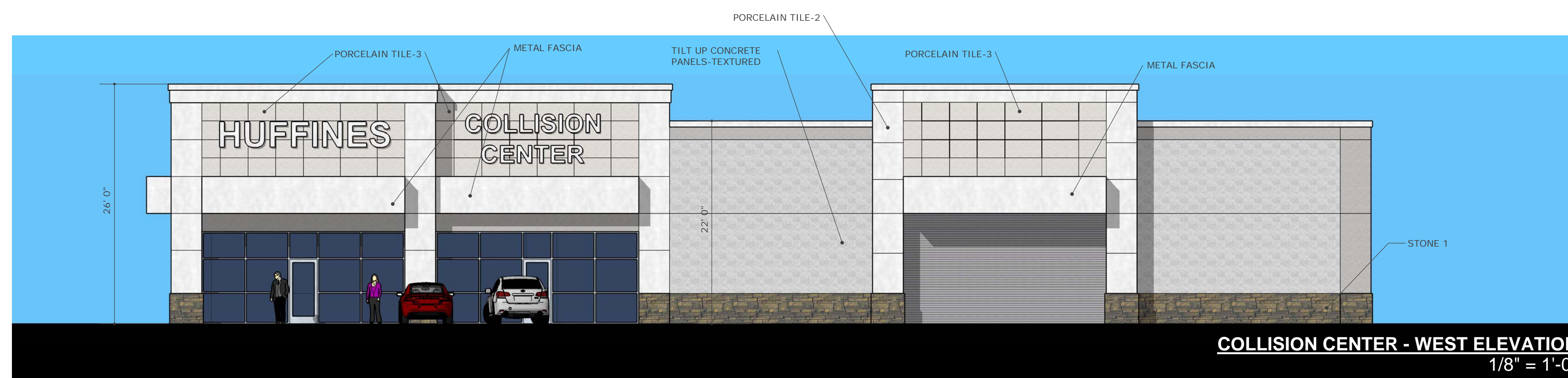


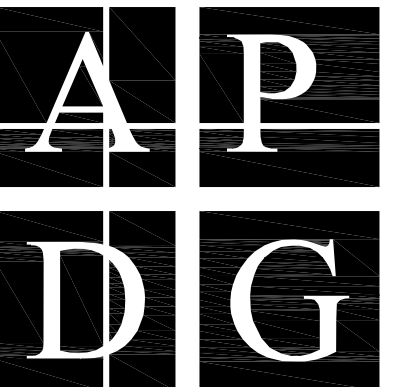
**CAR WASH - NORTH ELEVATION**  
1/8" = 1'-0"



COLLISION CENTER

| Exterior Materials                                | Total % all sides | North        |       | East         |       | South                            |       | West         |       | Total Sq.Ft. all                    |
|---------------------------------------------------|-------------------|--------------|-------|--------------|-------|----------------------------------|-------|--------------|-------|-------------------------------------|
|                                                   |                   | Sq.Ft.       | %     | Sq.Ft.       | %     | Sq.Ft.                           | %     | Sq.Ft.       | %     |                                     |
| Glazing                                           | 50.7%             | 220          | 33.3% |              |       |                                  |       | 440          | 66.7% | 660                                 |
| Metal**                                           | 60.7%             | 229          | 29.0% | 86           | 10.9% | 140                              | 17.7% | 335          | 42.4% | 790                                 |
| Stone                                             | 74.3%             | 445          | 46.0% | 180          | 18.6% | 120                              | 12.4% | 222          | 23.0% | 967                                 |
| Concrete                                          | 639.7%            | 1,849        | 22.2% | 2,462        | 29.6% | 2,854                            | 34.3% | 1,158        | 13.9% | 8,323                               |
| Tile                                              | 10.8%             | 347          | 26.7% |              |       |                                  |       | 954          | 73.3% | 1,301                               |
| <b>Total</b>                                      | <b>836.3%</b>     | <b>3,090</b> |       | <b>2,728</b> |       | <b>3,114</b>                     |       | <b>3,109</b> |       | <b>12,041</b>                       |
| Total Square Footage of Exterior Wall Area*       |                   |              |       | 11,381       |       | *excludes fenestration and doors |       |              |       |                                     |
| Total Square Footage of Class 1 Masonry Wall Area |                   |              |       | 2,268        |       |                                  |       |              |       |                                     |
| Total Square Footage of Class 2 Masonry Wall Area |                   |              |       | 8,323        |       |                                  |       |              |       |                                     |
| Total Percentage of Class 1 Masonry               |                   |              |       | 19.93%       |       |                                  |       |              |       |                                     |
| Total Percentage of Class 2 Masonry               |                   |              |       | 73.1%        |       |                                  |       |              |       |                                     |
| Total Percentage of Class 1 & 2 Masonry           |                   |              |       | 93.1%        |       |                                  |       |              |       | ** most metals have masonry backing |





A PLUS DESIGN GROUP

ARCHITECTURE  
INTERIORS  
CONSTRUCTION

972-724-4440

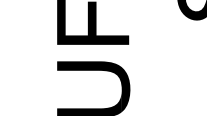
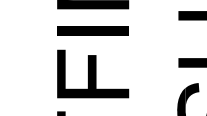
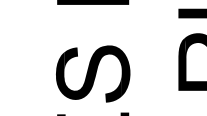
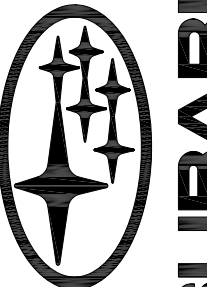
972-691-7731 FAX

APDG.US

© COPYRIGHT A PLUS DESIGN GROUP 2017

CORINTH, TEXAS

A NEW DEALERSHIP  
FACILITY FOR:



REVISIONS

No. DATE NOTE

| No. | DATE | NOTE |
|-----|------|------|
|     |      |      |
|     |      |      |
|     |      |      |

Drawn by: A.M.

Checked by: T.C.

Project No. 15-0326

Date 09-29-2017



WATER DETENTION

WATER DETENTION

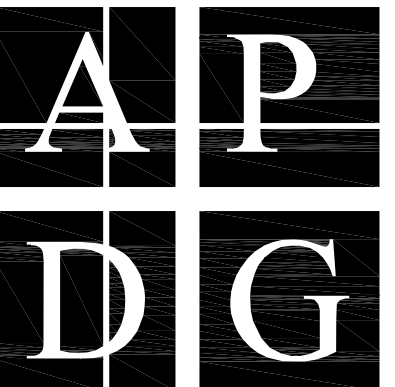
SUBARU

SERVICE DRIVE

KIA

CAR WASH

N1 SITE PLAN -PHASE I  
SCALE: 1"=40'



A PLUS DESIGN GROUP

ARCHITECTURE  
INTERIORS  
CONSTRUCTION

972-724-4440

972-691-7731 FAX

APDG.US

© COPYRIGHT A PLUS DESIGN GROUP 2017

CORINTH, TEXAS

HUFFINES KIA / SUBARU

A NEW DEALERSHIP  
FACILITY FOR:  
KIA DENTON  
SUBARU

REVISIONS

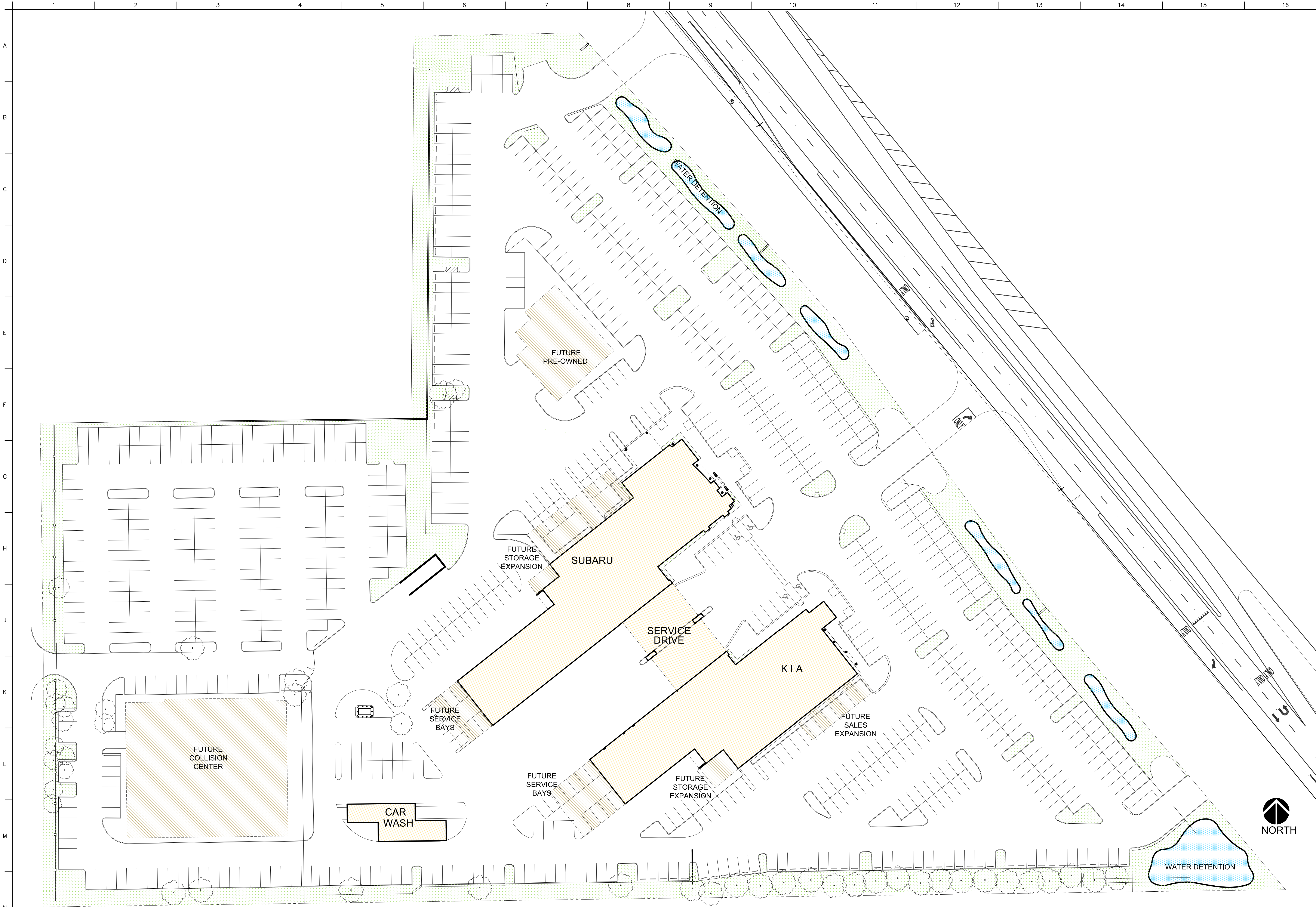
| No. | DATE | NOTE |
|-----|------|------|
|     |      |      |
|     |      |      |

Drawn by: A.M.

Checked by: T.G.

Project No. 15-0326

Date 09-29-2017



**N1 SITE PLAN - FULL BUILD OUT**  
SCALE: 1"=40'



**BUSINESS ITEM 14.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/07/2017

**Title:** Denton Central Appraisal District Board of Directors membership

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

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

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

**AGENDA ITEM**

Consider and act on a Resolution casting votes for membership to the Board of Directors of the Denton Central Appraisal District.

**AGENDA ITEM SUMMARY/BACKGROUND**

The taxing jurisdictions within Denton County may cast votes appointing individuals to the Denton Central Appraisal District Board of Directors. The distribution of votes to each taxing entity is based on the 2016 tax levy. The City of Corinth has thirty-two (32) votes. The City may cast all its votes for one candidate or may distribute the votes among any number of candidates. The City may only cast the votes for a person that was nominated and is named on the ballot. Each taxing unit must cast its vote by written Resolution and submit it to the Chief Appraiser before December 15, 2017.

The candidates nominated by the taxing jurisdictions are listed below.

| Candidate         | Nominating Jurisdiction                                                                                                   |
|-------------------|---------------------------------------------------------------------------------------------------------------------------|
| Roy Atwood        | Lewisville ISD, City of Carrollton                                                                                        |
| Robert Gallagher* | Town of Trophy Club                                                                                                       |
| Mike Hassett      | Lewisville ISD, City of Lewisville, Town of Flower Mound, Town of Trophy Club                                             |
| George Pryor      | Denton County                                                                                                             |
| Connie Smith      | Town of Trophy Club, City of Lewisville, Town of Flower Mound                                                             |
| Charles Stafford  | Town of Trophy Club, City of Lewisville, Aubrey ISD, Lewisville ISD                                                       |
| David Terre       | Lewisville ISD, City of The Colony, Denton County, Northwest ISD, Town of Trophy Club, City of Lewisville, City of Frisco |

\*Robert Gallagher has indicated that he does not want to be reappointed to the Board of Directors

**RECOMMENDATION**

Recommendation is at Council's discretion.

**Attachments**

- Memo
- Taxing Jurisdictions
- Roy Atwood
- Mike Hassett
- George Pryor
- Connie Smith
- Charles Stafford





DENTON CENTRAL APPRAISAL DISTRICT  
3911 MORSE STREET, P O BOX 2816  
DENTON, TEXAS 76202-2816

MEMO

TO: All Taxing Jurisdictions  
FROM: Rudy Durham, Chief Appraiser  
DATE: October 26, 2017  
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

| <u>Candidate</u>      | <u>Nominating Jurisdiction</u>                                                                                              |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1. Roy Atwood         | Lewisville ISD, City of Carrollton                                                                                          |
| 2. Robert Gallagher * | Town of Trophy Club                                                                                                         |
| 3. Mike Hassett       | Lewisville ISD, City of Lewisville, Town of Flower Mound,<br>Town of Trophy Club                                            |
| 4. George Pryor       | Denton County                                                                                                               |
| 5. Connie Smith       | Town of Trophy Club, City of Lewisville, Town of Flower Mound                                                               |
| 6. Charles Stafford   | Town of Trophy Club, City of Lewisville, Aubrey ISD, Lewisville ISD                                                         |
| 7. David Terre        | Lewisville ISD, City of The Colony, Denton County, Northwest ISD<br>Town of Trophy Club, City of Lewisville, City of Frisco |

\*Robert Gallagher has indicated that he does not want to be reappointed to the Board of Directors.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT  
2017 DISTRIBUTION OF VOTES

| JURISDICTIONS                  |                         | 2016 LEVY                 | %OF TOTAL LEVIES | NUMBER OF VOTES |
|--------------------------------|-------------------------|---------------------------|------------------|-----------------|
| <b>SCHOOL DISTRICTS:</b>       |                         |                           |                  |                 |
| S01                            | ARGYLE ISD              | 24,268,557.39             | 1.4557%          | 73              |
| S02                            | AUBREY ISD              | 12,363,170.95             | 0.7416%          | 37              |
| S03                            | CARROLLTON-FB ISD       | 48,142,581.32             | 2.8876%          | 144             |
| S04                            | CELINA ISD              | 391,045.31                | 0.0235%          | 1               |
| S05                            | DENTON ISD              | 219,694,795.75            | 13.1775%         | 658             |
| S15                            | ERA ISD                 | 2,727.25                  | 0.0002%          | 1               |
| S06                            | FRISCO ISD              | 129,164,592.16            | 7.7474%          | 387             |
| S07                            | KRUM ISD                | 10,194,531.49             | 0.6115%          | 31              |
| S08                            | LAKE DALLAS ISD         | 26,220,441.64             | 1.5727%          | 79              |
| S09                            | LEWISVILLE ISD          | 460,594,336.33            | 27.6269%         | 1381            |
| S10                            | LITTLE ELM ISD          | 49,086,035.96             | 2.9442%          | 147             |
| S11                            | NORTHWEST ISD           | 94,099,163.48             | 5.6442%          | 282             |
| S12                            | PILOT POINT ISD         | 7,196,449.60              | 0.4317%          | 22              |
| S13                            | PONDER ISD              | 8,972,869.46              | 0.5382%          | 27              |
| S17                            | PROSPER ISD             | 5,221,828.70              | 0.3132%          | 16              |
| S14                            | SANGER ISD              | 12,636,013.60             | 0.7579%          | 38              |
| S16                            | SLIDELL ISD             | 467,606.19                | 0.0280%          | 1               |
| <b>SCHOOL DISTRICTS TOTALS</b> |                         | <b>\$1,108,716,746.58</b> | <b>66.502%</b>   | <b>3325</b>     |
| G01                            | DENTON COUNTY           | \$197,577,331.97          | 11.85%           | 593             |
| <b>CITIES:</b>                 |                         |                           |                  |                 |
| C26                            | TOWN OF ARGYLE.....     | 2,184,044.35              | 0.1310%          | 7               |
| C01                            | CITY OF AUBREY.....     | 1,055,677.81              | 0.0633%          | 3               |
| C31                            | TOWN OF BARTONVILLE..   | 631,787.92                | 0.0379%          | 2               |
| C02                            | CITY OF CARROLLTON      | 38,888,307.21             | 2.3326%          | 115             |
| C49                            | CITY OF CELINA.....     | 5,549.59                  | 0.0003%          | 1               |
| C03                            | CITY OF THE COLONY...   | 24,415,468.69             | 1.4645%          | 73              |
| C21                            | TOWN OF COPPELL         | 937,425.62                | 0.0562%          | 3               |
| C27                            | TOWN OF COPPER CANYON   | 649,532.61                | 0.0390%          | 2               |
| C04                            | CITY OF CORINTH.....    | 10,509,683.29             | 0.6304%          | 32              |
| C47                            | TOWN OF DRAPER          | 8,217.69                  | 0.0005%          | 1               |
| C20                            | CITY OF DALLAS.....     | 10,208,152.45             | 0.6123%          | 31              |
| C05                            | CITY OF DENTON.....     | 64,302,599.15             | 3.8569%          | 191             |
| C42                            | CITY OF DISH.....       | 125,470.82                | 0.0075%          | 1               |
| C30                            | TOWN OF DOUBLE OAK...   | 979,984.89                | 0.0588%          | 3               |
| C07                            | TOWN OF FLOWER MOUND.   | 41,287,914.95             | 2.4765%          | 122             |
| C36                            | CITY OF FORT WORTH..... | 12,067,337.59             | 0.7238%          | 36              |
| C32                            | CITY OF FRISCO.....     | 42,581,062.96             | 2.5541%          | 125             |
| C39                            | CITY OF GRAPEVINE.....  | 194.98                    | 0.0000%          | 1               |
| C22                            | TOWN OF HACKBERRY....   | 126,624.53                | 0.0076%          | 1               |
| C38                            | CITY OF HASLET.....     | 4,990.76                  | 0.0003%          | 1               |
| C19                            | TOWN OF HICKORY CREEK.  | 1,657,786.99              | 0.0994%          | 5               |
| C08                            | CITY OF HIGHLAND VILLAG | 11,599,268.94             | 0.6957%          | 35              |
| C09                            | CITY OF JUSTIN.....     | 1,822,922.09              | 0.1093%          | 5               |
| C18                            | CITY OF KRUGERVILLE..   | 502,066.92                | 0.0301%          | 2               |
| C10                            | CITY OF KRUM.....       | 1,913,205.13              | 0.1148%          | 6               |
| C11                            | CITY OF LAKE DALLAS..   | 2,707,832.98              | 0.1624%          | 8               |
| C25                            | CITY OF LAKEWOOD VILLAG | 265,021.25                | 0.0159%          | 1               |
| C12                            | CITY OF LEWISVILLE...   | 36,618,908.05             | 2.1964%          | 109             |
| C13                            | TOWN OF LITTLE ELM...   | 18,490,410.60             | 1.1091%          | 54              |
| C33                            | TOWN OF NORTHLAKE....   | 1,175,586.11              | 0.0705%          | 4               |
| C24                            | CITY OF OAK POINT....   | 1,946,255.35              | 0.1167%          | 6               |
| C14                            | CITY OF PILOT POINT..   | 1,443,726.62              | 0.0866%          | 4               |
| C29                            | CITY OF PLANO.....      | 5,093,232.89              | 0.3055%          | 15              |
| C15                            | TOWN OF PONDER.....     | 733,805.87                | 0.0440%          | 2               |
| C48                            | CITY OF PROSPER         | 1,166,654.94              | 0.0700%          | 4               |
| C51                            | TOWN OF PROVIDENCE VIL  | 3,552,928.11              | 0.2131%          | 11              |
| C17                            | CITY OF ROANOKE.....    | 6,509,645.41              | 0.3905%          | 20              |
| C16                            | CITY OF SANGER.....     | 3,625,622.99              | 0.2175%          | 11              |
| C34                            | TOWN OF SHADY SHORES    | 842,603.44                | 0.0505%          | 3               |
| C37                            | CITY OF SOUTHLAKE.....  | 582,976.96                | 0.0350%          | 2               |
| C28                            | CITY OF TROPHY CLUB..   | 7,676,161.09              | 0.4604%          | 23              |
| C44                            | CITY OF WESTLAKE        | 1,586.60                  | 0.0001%          | 1               |
| <b>CITY TOTAL</b>              |                         | <b>\$360,898,237.19</b>   | <b>21.65%</b>    | <b>1082</b>     |
| <b>TOTAL ALL JURISDICTIONS</b> |                         | <b>\$1,667,192,315.74</b> | <b>100.00%</b>   | <b>5000</b>     |

**Nominee Information**  
**Denton Central Appraisal District Board of Directors**

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.

Roy T. Atwood  
Name

1816 Countryside  
Address

Carrollton                      75007  
City                                      Zip

214-559-7399  
Daytime Phone

214-616-0528  
Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term?       Yes /  No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District?       Yes /  No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors.

Please see attached.  
I have been a practicing attorney in this area since 1988 and a resident of Carrollton since 1991. I have served on numerous Boards and Commissions in Carrollton over the last 18 years, including chairing the Capital Improvements <sup>Plan</sup> Advisory Commission and, currently, the Property Standards Board / Board of Adjustment.

Return to:  
Kathy Williams  
Denton Central Appraisal District  
P.O. Box 2816  
Denton, TX 76202



**Roy T. Atwood**  
Partner

**Atwood Gameraos LLP**  
6116 N. Central Expressway, Suite 1400  
Dallas, Texas 75206

[royatwood@atwoodgameraos.com](mailto:royatwood@atwoodgameraos.com)

+1.214.559-7399 (T)

+1.214.481-5502 (F)

Roy Atwood is a trial lawyer with extensive experience representing companies in complex litigation. He has represented clients in construction, toxic tort, product liability, state and local tax, and business disputes of all kinds. He has tried cases in state and federal courts in Texas and across the country and represented clients in arbitration. For over 15 years, Roy has served as national coordinating counsel for a group of Fortune 100 companies in lawsuits involving tens of thousands of plaintiffs in more than 20 jurisdictions. As national coordinating counsel, he has served in leadership roles on steering committees and in joint defense groups.

In 2001 and 2002, Roy was a member of a team of lawyers who obtained defense verdicts for clients in toxic tort cases, each of which The National Law Journal recognized as one of the top 20 defense wins of the year. In addition to winning at trial, Roy has successfully negotiated settlements for clients when settlement was the appropriate result, sometimes under very difficult circumstances. In one matter, Roy handled contentious negotiations for a client that lasted five days and were conducted entirely in the presence of a United States Magistrate Judge.

After 14 years as a partner, Roy retired from Jones Day at the end of 2012 and opened Atwood Gameraos LLP. He made this move with the intent of providing clients with efficient and high quality service at reasonable rates.

Roy has been a frequent speaker on litigation-related topics and teaches in trial skills programs. He served for many years on the board of the Trial Skills section of the Dallas Bar Association and is a member of the Dallas Bar Foundation and the Texas Bar Foundation. He is past president of the board of trustees of LaunchAbility, which helps people with developmental disabilities lead fulfilling lives. In 2011, LaunchAbility honored Roy with their Milton P. Levy Jr. Volunteer Award. Roy is also a member of the board of the Down Syndrome Guild of Dallas. He has served on various boards and commissions in the city of Carrollton, Texas, including serving as a planning and zoning commissioner. Roy also serves as a leader in the Student Ministries program at St. Andrew United Methodist Church.

Roy has been recognized as a Best Lawyer in Dallas by D Magazine and has been recognized as a Texas SuperLawyer each year since 2009 and as a Best Lawyer in America since 2014. U.S. News and World Report has recognized Atwood Gameraos, LLP as a Best Law Firm since 2014.

#### **AREAS OF FOCUS**

Business and Tort Litigation

Construction

Special Education Law

Product Liability Litigation

State & Local Taxation Disputes  
Multidistrict Litigation

#### **HONORS AND DISTINCTIONS**

National Law Journal "Defense Verdicts of the Year" (2001 and 2002)  
Texas Super Lawyers (2009, 2010, 2011, 2012, 2013, 2014 2015, 2016)  
Best Lawyers in America – Commercial Litigation (2014, 2015, 2016)  
Best Law Firms in America – 2014, 2015, 2016  
D Magazine Best Lawyers in Dallas (2014, 2105, 2016)  
2011 Milton P. Levy Jr. Volunteer Award, LaunchAbility  
Member, Dallas Bar Foundation  
Member, Texas Bar Foundation

#### **EDUCATION**

Southern Methodist University (J.D. cum laude 1988; Order of the Coif; Editor-in-Chief, Journal of Air Law and Commerce; National Moot Court and Mock Trial Teams)  
University of Illinois (B.S. 1979)

#### **BAR ADMISSIONS**

Texas  
Federal Courts for the Northern, Eastern, Southern and Western Districts of Texas

#### **REPRESENTATIVE EXPERIENCE**

##### **Construction**

- The Brandt Companies LLC arbitrates claims stemming from construction of satellite antenna station - represented The Brandt Companies LLC in a dispute with a subcontractor that arose during the construction of a satellite antenna station south of Austin, Texas
- The Brandt Companies LLC construction contracts – reviewed and negotiated construction subcontracts for The Brandt Companies LLC on a wide variety of construction projects, including government projects
- Bridgestone defends against action involving failure of Louisiana Superdome roof during Hurricane Katrina - represented BFS Diversified Products, LLC in connection with a suit brought by the State of Louisiana and the Louisiana Stadium & Exposition District as a result of the failure of the roof of the Louisiana Superdome during Hurricane Katrina\*
- Vetrotex CertainTeed defends against arbitration brought by electrical contractor - represented Vetrotex CertainTeed Corporation in an arbitration brought by an electrical contractor\*
- City of Austin challenges cost overruns on nuclear power plant construction - represented the City of Austin in a suit, which culminated in a four and a half month jury trial, over cost overruns during the construction of the South Texas Nuclear Project power plant\*
- Anatole Partners achieves substantial settlement in action for faulty design and construction of hotel masonry - represented Anatole Partners, LP, the owner, in claims against design professionals and contractors for faulty design and construction of the hotel's masonry system, resulting in a substantial settlement payment to the owner\*

##### **Commercial Disputes**

- Tesoro pursues insurance recovery for losses arising from pollution conditions at refinery - represented Tesoro in litigation to recover losses arising from pollution conditions at a refinery under Pollution Legal Liability Select Insurance Policy\*
- Pepsi Bottling Group settles dispute during acquisition of Better Beverages - represented The Pepsi Bottling Group, Inc. in connection with a dispute over the acquisition of Better Beverages\*
- Hospital in billing and management dispute - represented a hospital in a dispute with former third-party billing and management companies related to alleged improprieties by those companies\*
- ATOFINA obtains favorable partial summary judgment - on behalf of ATOFINA Petrochemicals, Inc., obtained a favorable partial summary judgment ruling interpreting the term "occurrence" as used in commercial general liability policies issued by Travelers, which took the position that the existence of asbestos at Fina's facilities was one occurrence, and thus a settlement of \$300,000 in one large case exhausted all of Fina's coverage for premises liability cases\*
- Merritt, Hawkins & Associates arbitrates software development contract dispute against developer - represented Merritt, Hawkins & Associates, as software purchaser, in an arbitration dispute against the developer involving a software development contract\*
- Homecomings Financial negotiates pre-suit settlement of software development contract - represented Homecomings Financial, a GMAC company, as a software purchaser and negotiated a pre-suit settlement of a software development contract\*
- Kay MacKay negotiates settlement of breach of contract and misappropriation of trade secret action - on behalf of Kay MacKay, negotiated the settlement of breach of contract and misappropriation of trade secret claims relating to aluminum bats following a preliminary injunction hearing and on the eve of trial\*
- TRW wins summary judgment in antitrust action brought by credit repair clinic - obtained summary judgment for client TRW Inc. in an antitrust action brought by a credit repair clinic\*
- Bank group defends claims related to processing embezzled checks – obtained summary judgment for a group of banks that had processed embezzled checks\*

#### **Products Liability and Toxic Torts**

- Kaiser Aluminum defends against action involving fatal fire - represented Kaiser Aluminum Corporation & Kaiser Aluminum in connection with claims stemming from a fatal fire in a duplex that contained aluminum wiring\*
- ATC resolves action against Wood Group resulting from failure of submersible water pumps in Saudi Arabia - represented A. Abunayyan Trading Company (ATC) in claims against Wood Group ESP stemming from the failure of submersible water pumps installed in water production projects in Saudi Arabia\*
- Specialty Products and Bondex International seek bankruptcy protection - represented Specialty Products Holding Corp. and Bondex International, Inc. in connection with valuing asbestos liabilities in their chapter 11 cases, which were commenced in the United States Bankruptcy Court for the District of Delaware on May 31, 2010\*
- Westinghouse Electric prevails in product liability suit involving high voltage circuit breaker - successfully defended Westinghouse Electric Corporation in a \$6 million product liability suit involving an extra high voltage circuit breaker\*
- Textron and Bell Helicopter successfully defend against claims brought by two workers alleging cadmium exposure - successfully represented Textron, Inc. and its Bell Helicopter subsidiary in connection



with claims filed by two workers alleging exposure to cadmium while repairing helicopters at the Corpus Christi Army Depot\*

Textron successfully defends respirator product liability claims - successfully defended respirator manufacturer Textron, Inc. in product liability litigation brought by over 50 plaintiffs who had worked at diatomaceous earth mines in Lompoc, California\*

Brush Wellman wins complete defense verdict in beryllium exposure action by workers at Rocky Flats Nuclear Weapons Facility - successfully defended Brush Wellman Inc. from beryllium exposure claims filed by workers at the Rocky Flats Nuclear Weapons Facility in Golden, Colorado\*

U.S. Silica wins defense verdict in silicosis case - successfully defended U.S. Silica Company against silica exposure claims filed by workers at Tyler Pipe, obtaining a defense jury verdict\*

Excess insurer sues primary insurer over contaminated housing development – represented an excess insurance carrier in a suit against the primary carrier after the excess carrier dropped down and paid claims related to ground water contamination of a neighborhood bordering a toxic waste disposal site\*

Manufacturers of respiratory protection devices successfully defend against docket of product liability claims - for more than a decade, acted as national coordinating counsel and lead trial counsel for the four entities that owned the former Welsh Respirator Company in toxic exposure cases, the majority of which involved alleged exposure to silica dust\*

\*(prior to establishment of Atwood Gameros LLP)

#### **PUBLICATIONS**

A More "In Depth" Look at What's Left Of "Loser Pays"

Texas Tort Reform: What's In It, What Isn't

Texas Governor Signs Tort Reform Legislation Aimed at Attracting Businesses to Texas

Solving the Problems in Mass Tort Litigation, Practice Perspectives: Product Liability & Tort Litigation

In Silica Litigation, the Numbers Alone Dictate Careful Scrutiny of Injury and Causation, Andrews, Toxic Chemicals, Vol. 21, Issue 21, p. 2-7

Discovery of Personnel Files and an Employees Right to Privacy, Dallas Bar Association Headnotes

Admissibility of National Transportation Safety Board Reports in Civil Air Crash Litigation, 53 Air L.& Com. 469

#### **SPEAKING ENGAGEMENTS**

Construction Law Update, Dallas and Houston, Texas

Litigation Breakfast Series, Controlling Litigation Costs, Dallas, Texas

Building Protections Into Your Real Estate And Construction Deals, Jones Day CLE University, Dallas, Texas

Innovative and Cutting Edge Uses of Technology in the Courtroom, Dallas, Texas

Innovative and Cutting Edge Uses of Technology in the Courtroom, Dallas Bar Association Trial Skills Section, Dallas, Texas

Workpaper Confidentiality, BDO Tax Conference, Dallas, Texas

Workpaper Confidentiality, Hogan and Taylor Tax Conference, Tulsa, Oklahoma

Workpaper Confidentiality, Tax Executives Institute, Dallas Chapter, Dallas, Texas

Jones Day MCLE University - Dallas

Update on FIN 48, Financial Disclosure, Textron and Confidentiality of Various Risk Analyses and Workpapers, Dallas, Texas

Current Ethics Issues for In-House Counsel, Jones Day Dallas MCLE University

Witness Preparation, Dallas, Texas

Issues Raised by the Requirements of FIN 48: Privilege, Confidentiality and Disclosure, TEI Dallas  
Chapter, Dallas, Texas  
Jury Selection, Jones Day Dallas  
The Changing Climate in Toxic Torts, Dallas, Texas  
Emerging Silica Claims - Looking Beyond Sandblasting and Foundry Exposures, Harris Martin National  
Silicosis Conference, Las Vegas, Nevada  
Jury Instructions and Verdict Forms, Jones Day Dallas  
Discovery Motions, Jones Day Dallas  
Texas Tort Reform, Dallas, Texas  
The Hardest Part of the Trial, DBA Trial Skills Seminar, Dallas, Texas

**Nominee Information**  
**Denton Central Appraisal District Board of Directors**

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.

MICHAEL HASSETT  
Name

3500 BERINGER COURT  
Address

FLOWER MOUND                      75022  
City                                              Zip

817-265-0440  
Daytime Phone

972-691-1055  
Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term?                      Yes/No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District?                      Yes/No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors.

PLEASE SEE ATTACHED.  
(See back)

---

---

---

---

---

---

---

---

---

---

Return to:  
Kathy Williams  
Denton Central Appraisal District  
P.O. Box 2816  
Denton TX 76202

### **Work/Personal Experiences**

I am completing my first two-year term on the DCAD Board of Directors, and I believe that experience has been invaluable.

I have a BBA in corporate finance from the University of North Texas, and a JD from the University of Texas School of Law. I have been a practicing attorney since 1996, and I am board certified in Civil Trial Law by the Texas Board of Legal Specialization. My professional practice includes substantial work in commercial real estate, as well as municipal and general commercial law.

I firmly believe that my work and education experiences make me uniquely qualified to sit on the Board. While the Board's primary duties are the hiring of the Chief Appraiser and the adoption of the budget, many times we are asked to approve contracts, review and consider for purchase various insurance policies, and set long term policies for the District. These functions are complimentary to what I do professionally on a day-to-day basis.

I take the responsibility of being on this Board very seriously. I have not missed a meeting in my two-years on the Board, and I have come to each meeting fully prepared, always having studied the agenda and packet documents. I ask that you kindly consider giving me another two-year term.

### Denton County Boards & Committees Application for Appointment

Date: Sept. 20, 2017 Commissioner Precinct #: 1

Name: George H. Pryor Years in Denton County: 10

Home Address: 957 Pasatiempo Dr. Zip Code: 75034

Home Phone: 214-469-1473 <sup>cell</sup> Work Phone: 214-548-7581

Fax: N/A E-Mail: george.pryor@att.net

Profession/Type of Work: Retired Senior Ex.- Associates First Capital

Board or committee applying for: Denton County Appraisal District

Special experience, knowledge or skills you will bring to this position: \_\_\_\_\_

Served 6 years on the D.C. Appraisal Review Board (ARB). The last 2 as Vice Chair - ending 12/31.

Reason you wish to serve: To provide quality Experience to this very important County Function

Have you ever served on a Denton County appointed board or committee? Yes

If yes, give name of board or committee and dates served: See above

Community Activity: Past Tournament Director AND V.P. of Frisco Lakes Men's Golf Assn.

Signature: George H. Pryor Date: 9-20-17

Boards and Committee Applications are kept on file for two (2) years in the Aide-to-the-Court's Office. Board and Committee information is available in the Aide-to-the-Court's Office.

Return to: Aide-to-the-Court's Office  
Courthouse-on-the-Square  
110 West Hickory  
Denton, Texas 76201

Attach Resume/Bio

**Nominee Information**  
**Denton Central Appraisal District Board of Directors**

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.

CONNIE SMITH

Name

2700 PECAN LEAF LN

Address

FLOWER MOUND      75022

City

Zip

(214) 600-3256

Daytime Phone

(214) 600-3256

Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term?  Yes/No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District?  Yes/No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors.

I have 7 years of real estate experience, and over 15 years of accounting experience. I have run my own business, and am very cognizant of working within budgets. I have had the privilege to serve on the Denton CAD Board of Directors for 4 years, the most recent 2 as Vice-Chairman. I would be honored to be appointed to another term.

Return to:  
Kathy Williams  
Denton Central Appraisal District  
P.O. Box 2816  
Denton, TX 76202

**Nominee Information**  
**Denton Central Appraisal District Board of Directors**

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.

Charles Stafford  
Name

1903 Williamsburg Row  
Address

Denton, Tx                      76209  
City                                              Zip

940 595 7253  
Daytime Phone

u  
Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term?       Yes/ No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District?       Yes/ No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors.

I currently serve on the Denton ISD board of trustees.

I have a real estate broker's license.

I have served on the CAD's board of directors for 15 years.

I'd be delighted to answer any questions.

My cell # is 940.595.7253

Return to:  
Kathy Williams  
Denton Central Appraisal District  
P.O. Box 2816  
Denton, TX 76202

Denton County Boards & Committees  
Application for Appointment

Date: 9.15.17 Commissioner Precinct #: 2  
Name: David Terre Years in Denton County: 18  
Home Address: 3941 Teal Cove Zip Code: 75056  
Home Phone: None Work Phone: 972.740.4526  
Fax: None E-Mail: terre.davide@yahoo.com

Profession/Type of Work: Retired

Board or committee applying for: DCAD Board

Special experience, knowledge or skills you will bring to this position: \_\_\_\_\_

2011-2017 The Colony City Council

2008-2011 The Colony P&Z Board

Reason you wish to serve: I believe in service and my

4 year record on DCAD Board has been productive and enjoyable.

Have you ever served on a Denton County appointed board or committee? DCAD only

If yes, give name of board or committee and dates served: \_\_\_\_\_

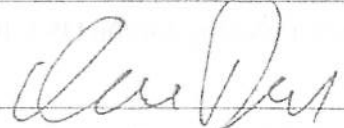
DCAD 2013 to Present

Community Activity: The Colony City Council 2011 to Present

• The Colony P&Z Board 2008 to 2011

• The Colony Chamber of Commerce Ambassador

• Metro Relief Friend

Signature: 

Date: 9-15-2017

Boards and Committee Applications are kept on file for two (2) years in the Aide-to-the-Court's Office  
Board and Committee information is available in the Aide-to-the-Court's Office.

Return to: Aide-to-the-Court's Office  
Courthouse-on-the-Square  
110 West Hickory  
Denton, Texas 76201

Attach Resume/Bio



David Terre  
3941 Teal Cove  
The Colony, Texas 75056  
972 740-4526

### EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

### EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods; rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany; worked in marketing, coordinating successful new product introductions; and, also managed West Coast Distribution Operations.

### THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

### THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race.

### HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

**Why I believe I am uniquely qualified and very much desire to continue serving on the Denton Appraisal District Board of Directors:**

- Throughout my life I have served in leadership positions, particularly during my Wilson career and my City Council work. My formula for success has always been to work hard, stay organized, use common sense and live by the Golden Rule.
- I have enjoyed serving on this Board and I believe I have made significant contributions during my two terms. Based on my experience and performance, I am asking for your votes so I can win reelection to a third term. Thank you for your consideration of this request.

**ACCOMPLISHMENTS**

During my 1<sup>st</sup> two year term I have worked with my fellow Board Members to achieve the following meaningful results:

1. Make sure we have a Quorum and I personally am able to contribute to each Board of Directors meeting by being there.
2. Help develop Annual Operating Budget and ensure that spending stays within budgeted funds while always looking for opportunities to save on expenses.
3. Participate in the development and actual evaluation of the Chief Appraisal Officer each year.
4. To better serve all Denton County property owners. We have opened an offsite location in the Lewisville Career Center so that folks who live or work in that area can go to an alternate location as opposed to driving all the way to Denton to file a property tax protest.
5. We have also started an online service that permits property owners to file property tax protest electronically. Thus eliminating the need to have to drive to our Denton location and file in person.
6. To improve employee morale, we have implemented a structured very successful flex work schedule for ALL employees.

If you have any questions or desire additional information, please contact me by phone @972-740-4526 or via email [terre.david@yahoo.com](mailto:terre.david@yahoo.com)

**RESOLUTION NO. 17-12-07-22**

A RESOLUTION CASTING VOTES FOR MEMBERSHIP TO THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT.

THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY RESOLVES:

SECTION 1. The City Council of the City of Corinth, Texas hereby casts 32 votes for \_\_\_\_\_ for membership to the Board of Directors of the Denton Central Appraisal District for the County of Denton, Texas.

SECTION 2. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of December, 2017.

\_\_\_\_\_  
BILL HEIDEMANN, MAYOR

ATTEST:  
KIMBERLY PENCE, CITY SECRETARY

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

APPROVED AS TO FORM:  
MACK REINWAND, CITY ATTORNEY

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