



*** PUBLIC NOTICE ***

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

**Thursday, August 24, 2017, 6:00 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

6:00 p.m. WORKSHOP BUSINESS AGENDA

1. Discuss Special Meeting Items on Special Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Review utility rate options and recap proposed budget.

ADJOURN WORKSHOP SESSION

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

**7:00 p.m. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE:
"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".**

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 June 15, 2017 Workshop Session.
2. Consider and act on minutes from the June 15, 2017 Regular Session.
3. Consider and act on Minutes from the July 6, 2017 Workshop Session.
4. Consider and act on minutes from the July 6, 2017 Regular Session.

5. Consider and act on a Resolution approving the "DRAFT" Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan.
6. Consider and act on the fiscal year 2017-2018 Proposed Budget for the City of Corinth Crime Control and Prevention District.
7. Consider and Act on an Inter-local Agreement between the City of Corinth and the Town of Shady Shores for law enforcement services.
8. Consider and act on the site plan for Taco Bell on property zoned C-2, Commercial and legally described as Kensington Square Shopping Center Addition, Lot 7A, Block A, having a physical address of 4471 FM 2181 in the City of Corinth, Denton County, Texas.
9. Receive a presentation, consider and act upon approving a contract with SPI Asphalt to apply a fog seal application to Corinth's asphalt roads.

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

10. Hold a public hearing on a proposal to consider a tax rate, which will exceed the lower of the rollback rate or the effective tax rate and will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.56 percent.

BUSINESS AGENDA

11. Consider and act on a Unified Sign Plan for Swisher 35-E Addition Amending Plat, Lots 1R, 2A, 4, and 5, and Swisher 35-E Addition Replat of Lots 6R, 7R and 8R in the City of Corinth, Denton County, Texas. These lots are physically addressed at 8001, 8031, 8051, 8131, 8141, 8151, 8171 and 8201 I-35E, Corinth, Texas 76210.
12. Consider an act on a Chapter 380 Agreement between the City of Corinth and Swisher @ I-35 Corinth, LP for Gateway Signage into the City.
13. Consider and act on an Ordinance Amending the Corinth Code of Ordinances, Chapters 93 and 150, Adopting the 2015 International Construction Codes With Certain Appendices and Local Amendments and Standards, Including the Building Code; Residential Building Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code; and 2014 National Electrical Code.
14. Consider and act on revisions to the Wireless Services (Small Cells) Design Manual.

WORKSHOP BUSINESS AGENDA

1. Review utility rate options and recap proposed budget.

ADJOURN WORKSHOP SESSION

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.

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 18th day of August, 2017 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

CONSENT ITEM 1.

City Council Special Session

Meeting Date: 08/24/2017

Title: June 15, 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 June 15, 2017 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the June 15, 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 June 15, 2017 Workshop Session minutes.

Attachments

Minutes

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

On this the 15th day of June 2017, the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Bill Heidemann, Mayor
Joe Harrison, Council Member
Sam Burke, Council Member arrived at 6:30 pm
Don Glockel, Council Member
Scott Garber, Council Member
Lowell Johnson, Council Member

Staff Members Present:

Bob Hart, City Manager
Lee Ann Bunselmeyer, Director, Finance
Cody Collier, Director, Public Works
Brenton Copeland, Assistant Manager, Technology Services
Kim Pence, City Secretary
Chris Rodriguez, Manager, Finance
Greg Wilkerson, Assistant Police Chief

Others Present:

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management
Billy Backus, Enterprise Fleet Management
Nelisa Heddin, Nelisa Heddin Consulting, LLC

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA ITEM:

1. Receive a report, hold a discussion and give staff direction on the Enterprise Fleet Management Program.
2. Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates for the Fiscal Year ending 2018-2020.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

CONSENT AGENDA

No discussion on Consent Agenda items

BUSINESS AGENDA

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

Councilmember Glockel - This topic came up a year ago when we had to add items to the tower. When we have to do maintenance on the water tower there is nothing in their contract where they have to help us or move any items. An amendment to this contract should take place.

David Prejean, Representative New Cingular Wireless PCS, L.L.C. - If it is a big issue, it will have to be discussed during the next term renewal. We pay additional rent when items are added to the water tower.

Bob Hart, City Manager - What normally happens when water towers are repainted?

David Prejean, Representative New Cingular Wireless PCS, L.L.C. - We ask to be allowed to put up a separate pole and move their equipment to that tower while they repaint

Bob Hart, City Manager - When is the next lease period? And when are we scheduled to repaint the water tower?

Fred Gibbs, Director, Planning - Lease period renews 2024

Cody Collier, Director, Public Works - Our next inspection will be in 2018. I anticipate that we can wait until the lease renewal.

David Prejean, Representative New Cingular Wireless PCS, L.L.C. - In the interim, let's get something from the City that we want to make this a formal request so it can be sent to the proper people.

12. Consider and act on an Interlocal Agreement for Holding Facility Services with the Town of Little Elm.

Councilmember Glockel - What is an Onview?

Greg Wilkerson, Assistant Police Chief - That would be an arrestable charge, a Class C misdemeanor, e.g., you are stopped, you have no insurance, no identification, you can be arrested on the spot for an Onview Class C arrest.

Councilmember Glockel - The Flower Mound jail is now closed for renovation and the current Interlocal agreement will expire on May 31, 2017. Is that really expired already?

Greg Wilkerson, Assistant Police Chief - It is already expired. We have no jail at this time.

Councilmember Harrison - The term for this is 12 months?

Greg Wilkerson, Assistant Police Chief - Yes. It is renewable on an annual basis.

Councilmember Harrison - What happens when you move into the new public safety facility?

Greg Wilkerson, Assistant Police Chief - That will have no impact on that. We do not have a jail in that new facility. It does have a holding cell that will allow our officers to detain someone for a few hours before they are moved to Little Elm or Denton County.

WORKSHOP BUSINESS AGENDA ITEM:

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

Bob Hart, City Manager - We are looking at long term funding strategies on how we can get caught up and how we can save money. We've been talking to the folks from Enterprise and we wanted to go through this program and have discussions on a PowerPoint being presented by them.

Billy Backus, Enterprise Fleet Management - We want to inform you of what we are doing with the government sector. We will walk you through some of the different reasons how we make this impact and how we can affect your City moving forward.

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - A little background on Enterprise for those of you who may not be familiar, our parent company, Enterprise Holdings is the largest fleet in the world. We have almost two million vehicles now that we own and operate. We also own National and Alamo. We are a total transportation solution and want to show you how our different lines of business can benefit the City.

From an infrastructure standpoint, our Fleet Management Division establishes local partnerships with city's and implement a local account team to provide recommendations year over year.

Items that were discussed:

- Acquiring the vehicle
- How it is funded
- Reselling the vehicle
- Operating expenses
- How are the operating expenses impacted
- What does the cost look like
- What controls do we have in place
- Administrative items
- Safety aspects

Some of the partners that Enterprise currently does business with is:

- City of Kennedale
- Beaumont
- City of Idor
- Orange
- Alvin
- Nassau Bay
- UNT Dallas
- Texas Tech

Billy Backus, Enterprise Fleet Management - When we look at the financial side, we start with what we call the Total Cost of Ownership. The moment you buy it, the moment you sell it and everything in between. Your main cost areas are your capital budget and operating budget - which is maintenance and fuel. The goal is not to just focus on purchase price, but it is the focus on every single area, put a plan in place and help reduce the costs.

The only way to reduce your operating costs is to lower the average age of your fleet by replacing vehicles more frequently than you do today. Being a government entity you have phenomenal buying power. Normally, when you buy a new vehicle the notion is to use it as long as possible (15-20 years). When you do this you never capitalize on your resale. The impact of resale is one of the biggest areas of impact that you can have.

If you partner with us you can pay cash up front, but that is a large capital outlay. You can finance. This is less than paying cash and allows you to acquire more vehicles without capital outlay. The market-value finance which is also known as an open-end lease is what most government entities do. This open-end lease is completely flexible. There are no mileage restrictions, no abnormal wear and tear clauses and the lessee benefits from equity at vehicle resale.

Through any of these funding options whenever the vehicles are sold, which we help our clients do, all that profit from resale goes back to the City. You still get to utilize that profit of equity from resale. You can take those funds to the City or you can roll it into the new vehicles moving forward. It is the City's choice.

Mayor Heidemann - What interest rate are we paying?

Billy Backus, Enterprise Fleet Management - It's based off of the three year T-Bill. Depending on whether you go through one of the co-ops.

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - If you plan to partner with us, they would use the Tips Cooperative that we have an approved RFP and the interest rate is, for the three year T-Bill which this month is 1.44 plus 300 basis points. It would be 4.4 fixed for the term. I think one of the things that we commonly get asked by Cities is well we can borrow for 1.8 or less than 2% why would we consider funding a vehicle at 4% or a little over? Conceptually, we have to be able to show you all of the other areas of opportunity that we are going to help you lower your cost. By getting the vehicle at the right time, maximizing the resale, lowering your operating expense and then overall you are going to be able to replace vehicles sooner to break even or save money.

Billy Backus, Enterprise Fleet Management - Whatever you choose to fund a vehicle, it's your choice. We always recommend what is going to keep the most capital inside the organization.

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - We will implement an account team who will come out and meet with the City at least a couple of times a year to help forecast what vehicles make the most sense to replace this year. An account fleet coordinator who supports the account manager and all of the drivers in the field. We have a department that is there to support the City in every regards. Your City employees can focus on their job and we can help take some of the administrative burden off of them and allow them to focus on their priorities.

One of the areas of opportunity to lower the total cost of ownership is acquisition. Most of the City's that we work with have found an opportunity that if we go directly to the manufacturer, we can spec the vehicle exactly they way we want it and not pay for options that we don't need on the truck.

Mayor Heidemann - We have the ability to use the state contract. How does this coincide with your acquisition?

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - We have an approved RFP through TIPS, which is one of the buying cooperatives that the City of Corinth is a part of. The City's that partner with us would use that and we would acquire the vehicles directly from the manufacturer on behalf of the City of Corinth using your government incentives that you qualify for.

Billy Backus, Enterprise Fleet Management - In fleet management we act on your behalf. We place that bid through all the manufacturers for the City of Corinth using your government fleet number. That way you get the government pricing that you qualify for.

Mayor Heidemann - Who owns the vehicles?

Billy Backus, Enterprise Fleet Management - The vehicles are titled to us. They are registered to the City.

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - The reason it's called a lease is because it has language in the agreement for some of our commercial partners to treat it as an operating expense. It's financed to a residual value which you could treat as an asset.

Mayor Heidemann - Let me understand how this works. You are going to buy the vehicle and you are going to establish the residual value? Who is at risk on the residual value?

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - The ultimate risk falls on the City. You have the option to finance out the rest of the residual from a cash flow perspective. You could pay off the book value and take the title. You are not in a position where you have to pay back something upside down.

Councilmember Glockel - Would this be capital money or are we going to straight expense this money?

Bob Hart, City Manager - Straight expense it. Right now we are using the internal service fund. We stay with the internal service fund, but it gets shifted in this direction instead of what we are doing now. The interesting thing is when you replace vehicles it's cheaper than what we are doing today. This will save us a significant amount of money and frees the cash flow and reduces the operating costs.

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - Selling vehicles to the right buyer could lower your overall costs. We could sell vehicles on your behalf which is huge advantage to the City. An internal team has been developed where all they do is sell all of their vehicles called our Remarketing Team. We have a huge resale network in every major market. We will help provide the necessary information to sell your vehicles.

Billy Backus, Enterprise Fleet Management - We try to be proactive and plan ahead. If we are replacing sedans that are in your fleet, we are never going to sell those in the fall or winter time. Those are the types of vehicles you sell in the spring. We know the best areas to sell those vehicles to, as well.

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - From a routine standpoint and a safety standpoint, we are tracking every oil change that maybe hasn't been done. We can put push notifications through our website that will alert different department heads or certain people in each department if an oil change was missed - or a recall on a vehicle from a safety standpoint. That could be a priority level for our website. This can be used at any local shop and allows us to put a control in place that gives the City more visibility and helps us control the expense and provide better recommendations year over year as we have access to that data as well.

We have a telematics program that we could implement that gives the City more data. It's not just GPS technology, it monitors idle time and engine hours. We just invested \$100 million dollars in our technology. The Dashboard is your website where you can have as many user interfaces as you need. It gives you all the data, all your vehicle summary - everything from an electronic standpoint that makes the City have all of it in one place and use the data.

Councilmember Glockel - With the first year you are in this program, you get 37 vehicles total and you are going to replace 13 and have 24 existing vehicles. So then you have 13 leased and you move over and you are going to have annual savings of \$159,384. I would have thought the more of these vehicles we lease the greater the savings would be, but it's the other way. When we get all 37 vehicles replaced we are down to saving \$4,000 a year?

Jennifer Bertram, Senior Account Executive, Enterprise Fleet Management - The significant savings during the first year is due to the fact that we are replaced so many and the equity was considerable in those vehicles. The idea here is that over time you will have equity in these lease payments and as you roll into the next five years it will help offset that cost as well.

Councilmember Glockel - When you get down to where you have 27 leased vehicles, you still have ten floating around. Your chart says \$793 savings. The first three years we are going to save money by going with your plan, but after that we quit saving money?

Billy Backus, Enterprise Fleet Management - You are going from a ten year cycle down to five. Then you are going to get in the motion where everything should be pretty consistent after the five years. You see a bigger impact because we are cycling out more vehicles in the beginning. It could be more even and consistent if we cycled out an even number each year.

This is a summary of the detailed numbers that went into it and that is all laid out of what these vehicles are estimated to sell for, what the cost of the new vehicle is going to be. This is a big part of the analysis that we have gone through. Once all of the vehicles are cycled out you shouldn't see significant cost savings after that because now you are cycling out your fleet at the right time and instead of the ten years it's the five years. You are getting all of the benefits that you don't see with their reduction in down time. Vehicles aren't in the shop for as long as they used to be. Your vehicles are safer. The whole thing is managed by us, taking care of this for you.

There is no long-term contract that you are in and even in the contract that you sign there's a non appropriations clause specific for government entities. It states you are only appropriated money on an annual basis and that is all you have. You are not locked in to anything long term. We could go through the first 12 months and you see no cost savings and you can be completely done with us. You can let those vehicles go, you can buy them out, you can tell us to sell them. There is nothing that makes you stay partnered with us. In order to have clients we had to make sure that we show them cost savings, make sure that they know it's more efficient and we are able to streamline operations better than what you are doing today.

Mayor Heidemann - Mrs. Bunselmeyer, how does this differentiate from what our vehicle replacement program is and what we are working with and how it could impact our budget?

Lee Ann Bunselmeyer, Director, Finance - We've never truly been able to fully fund our vehicle replacement through the general fund. It was always on a cash basis. We've tried to replace about six police cars a year. That is our priority. Each police car is about \$65,000 with the equipment on there. On the water, waste-water side, we have been able to fund that. The mentality has always been that we buy them and then we ride them until the wheels fall off, but we do have the money available, but we don't buy the vehicles in the cycles that we should. On the fire side, we do have a vehicle replacement fund set up that is funded by us and the other cities, but that is for engines, ambulances, bigger apparatuses. We haven't been able to truly fund it on the utility side, but when you look at this model the amount that we contribute to the utility fund is more - I think we do about \$150,000 a year. To fund our utility fleet with this model, it would be less than \$100,000 a year. That does not include maintenance costs. There would be additional savings on the maintenance that we would be able to factor in. For the police side, we can fund police vehicles where they would be funded out of the crime control district and not funded out of the general fund. That would allow us to get their cycle so that it is within a five year period. How many vehicles do you have, Greg?

Greg Wilkerson, Assistant Police Chief - Front line patrol has six vehicles that are due to be replaced this current budget year. The total fleet is 29.

Mayor Heidemann - You wouldn't do that through this program?

Lee Ann Bunselmeyer, Director, Finance - Yes. The police vehicles that we would be able to fund through this program by doing lease payments would be less for their entire fleet than the cost to purchase four vehicles. The difference with the police model is that they do not factor in the maintenance into the contracts and that is just because of the purpose of those vehicles. That would still operate like we do now. The impact to your general fund - and that would be the most significant because we do not fund it currently - is about \$100,000 a year when all of the vehicles are fully funded through this program. Overall, I think financially it is very doable. You will be able to have an up-to-date fleet for less than what we could have replaced it on.

Councilmember Harrison - I would like to see the Vehicle, Trailer and Mobile Equipment Inventory List with mileage readings.

Councilmember Garber - Lee Ann, do you think we would experience an actual savings or is it an actual savings with the assumption that we were actually doing the replacement that we don't actually do?

Lee Ann Bunselmeyer, Director, Finance - We would see a savings in maintenance costs because the maintenance would go down and then we will anticipate actual savings on fuel costs as well. If we were to implement an actual replacement program that is when you would truly see your savings. Right now it would impact our general fund about \$100,000 a year because we do not replace our fleet.

Councilmember Garber - It would be close to a wash overall from the way we do it now cost-wise. Is that accurate? We have maintenance savings, we have fuel cost savings, but we don't actually experience any savings on vehicles, but those two kind of cancel each other out.

Lee Ann Bunselmeyer, Director, Finance - It would come close, but I wouldn't say they cancel each other out.

Councilmember Garber - We could spend more than we are spending now, but we will actually get on a program we have intended to be on, but have never been able to. As far as the funding sources, will this program allow us to better utilize those other funding sources? Why?

Lee Ann Bunselmeyer, Director, Finance - Right now, we put money into funds, e.g., water wastewater fund, with the anticipation that we are going to replace, but we don't do it. We have \$100,000 sitting there that we could be replacing those vehicles without little impact and could probably fund this whole thing for years out of the proceeds that are in there and never even touch your water wastewater fund.

Councilmember Garber - The ability to do that exists now, but it doesn't happen automatically so it doesn't tend to happen.

Lee Ann Bunselmeyer, Director, Finance - Correct. We wait and we just replace the vehicles when they are no longer functioning.

Councilmember Garber - This would impose some self discipline about the program that doesn't currently exist.

Lee Ann Bunselmeyer, Director, Finance - Right, but I will tell you that with that fund this program only is to replace half ton trucks, cars, squad cars, it does not even address dump trucks or bigger equipment. We would still need to have that mechanism for those replacements of larger equipment.

Mayor Heidemann - Do we currently have a vehicle replacement policy that you operate under within the guidelines of our budget?

Lee Ann Bunselmeyer, Director, Finance - The directors created one last year that incorporates mileage, years and maintenance. We were looking at a ten year replacement cycle consistent with our practices. Some of them were five such as the police cars because of the wear and tear that those vehicles have. Prior to that we did not have one.

Mayor Heidemann - Is Enterprise the only company that we have looked at as far as what fleet services they could provide for us? Is there a requirement for us under the state rules and regulations that we have to look at other organizations?

Bob Hart, City Manager - We went through TIPS and they are a qualified purchaser. I've looked at this over the last several years, I don't know anybody else that does this. I have always replaced vehicles under the same philosophy that Corinth does in terms of using the internal service funds. I've used a different replacement schedule. When I first saw this and what made sense was looking at the full life cycle and replacement vehicles. I can reduce all of the operating costs and get everything back up and completely funded. It's always a struggle in the general fund to replace vehicles. This seems to do that and you end up with the system operating much better.

Councilmember Garber - It looks like our current purchase price is \$343,000 currently.

Lee Ann Bunselmeyer, Director, Finance - I think those were just examples. We didn't purchase any vehicles last year.

Councilmember Garber - If we decided to lease all of these vehicles then our cash flow requirements would from apparently close to zero for vehicle replacement to almost \$600,000 a year? We are currently not funding that. We would have to fund that. It seems that we were trying to offset those costs off of variables that the first one doesn't make a whole lot of sense which is that we would be saving over 60% in fuel over five years. That seems a little bit of a stretch even though it's a small number. The maintenance I understand because that is guaranteed. The other big if is the resale profit. It feels like it's taking some control off of the table we are basically signing up to \$600,000 worth of debt payments.

Lee Ann Bunselmeyer, Director, Finance - When the program is fully funded on your fifth year you are looking at about a half a million because you are still going to be selling the vehicles at that point. The thought is originally when we sell them we are not going to get that much on the resale because we have an older fleet. Once you start cycling every five years, outside of PD, the rest of our vehicles have very low mileage. At that point we should have better resale value. How I had to look at is the impact to the general fund because not all of those vehicles are general fund. We are already putting in about \$175,000 into the water wastewater vehicle replacement fund. There is a higher amount for parks and streets. When fully funded the general fund will have a \$100,000 impact. The biggest impact for us is going to be police. That alone is going to be about \$300,000 in leasing those vehicles. Prior to last year we tried to buy at least four police cars a year in order to try to stay up with that fleet. At that point we were already paying about \$260,000. Now that \$260,000 for four vehicles vs. the fully funded lease program is going to be about \$300,000. You are not looking at that much of a difference to fully fund the replacement of police.

Mayor Heidemann - How much are we going to have to take out of general fund?

Lee Ann Bunselmeyer, Director, Finance - \$100,000 out of the general fund.

Councilmember Harrison - On the police vehicles you are going to replace, does that cost include all of the add-ons.

Lee Ann Bunselmeyer, Director, Finance - Yes, Sir.

Billy Backus, Enterprise Fleet Management - On www.governmentfleet.com there is a post of a case study on one of our clients after one year, on 23 vehicles they replaced in the first year, they went from \$80,000 they were spending on maintenance and fuel down to \$27,000. A lot of this is fuel efficiency of the vehicles and lower maintenance cost.

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

Bob Hart, City Manager - We review utility rates every three years. Most of our costs are tied back in to the Upper Trinity Regional Authority.

Nelisa Heddin, Nelisa Heddin Consulting, LLC - I have been working with the City of Corinth since 2005. It is time to look at the rates and adopt a rate change based on your three year analysis.



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



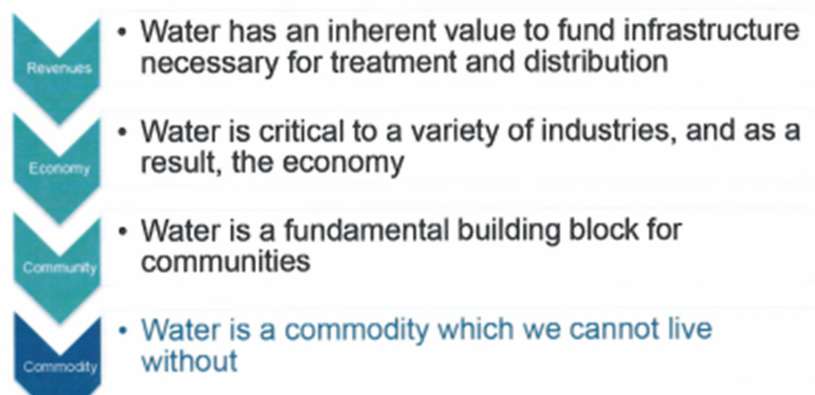
Cost of Service and Rate Design Study
Water and Wastewater Utility

June 15, 2017

Overview

- Introduction
- Background
- Methodology
- Findings
- Recommendations

Economic Reality of Water



Project Approach

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

Step 1: Revenue Requirements

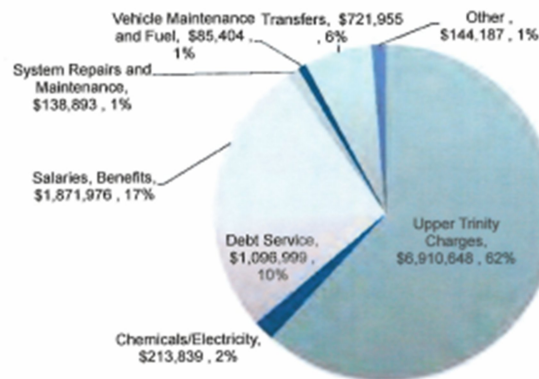
- Expenses – Off-sets = Revenue Requirements
- 3-Year Outlook
- Used FYE2017 Budget as Starting Point
- Did not include any additional funding for capital projects

Step 1: Revenue Requirements

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

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

Step 1: Revenue Requirements



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

30

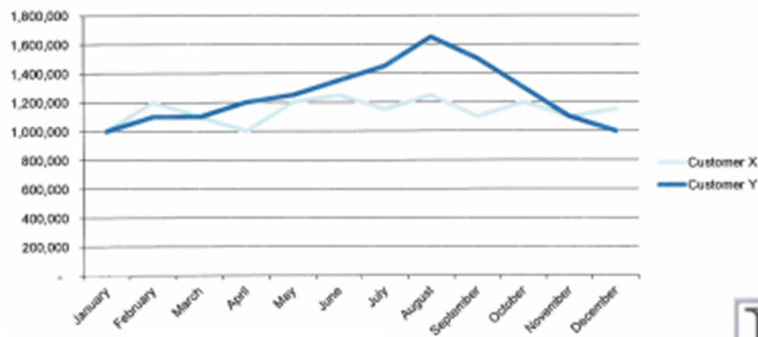


Step 2: Functionalization

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

Step 3: Cost Allocation

- Recognizes different usage patterns of customer classes



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Step 4: Rate Design

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

Step 4: Rate Design

- Water Utility
 - Base Fee

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

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Step 4: Rate Design

- Water Utility
 - Volumetric Charge – Residential

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

Step 4: Rate Design

- Water Utility
 - Volumetric Charge – Commercial

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

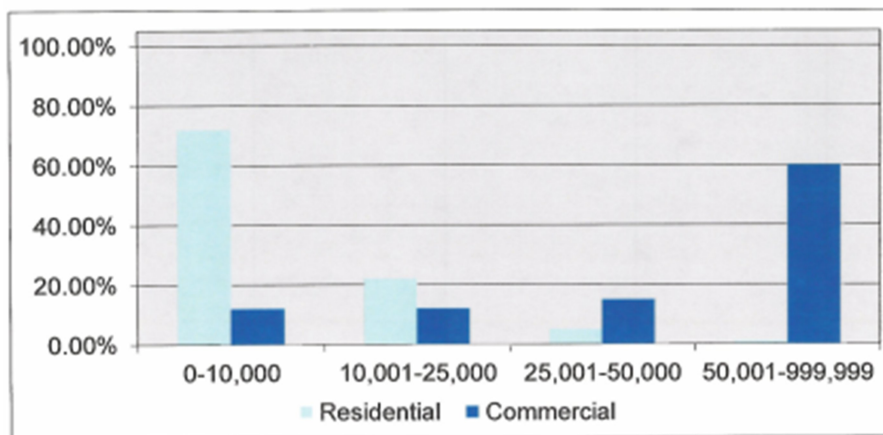
Step 4: Rate Design

- Wastewater Utility

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

Average Customer Rate Comparison

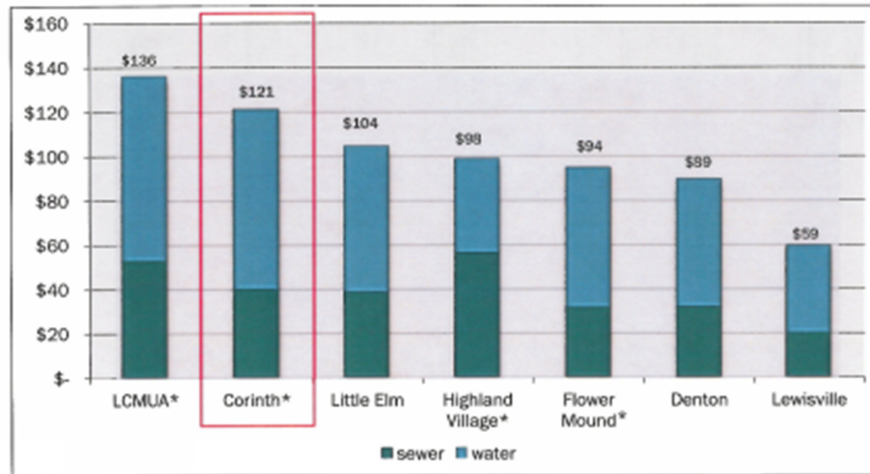
Utility Customers Based on Usage



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

Average Residential Customer Impact

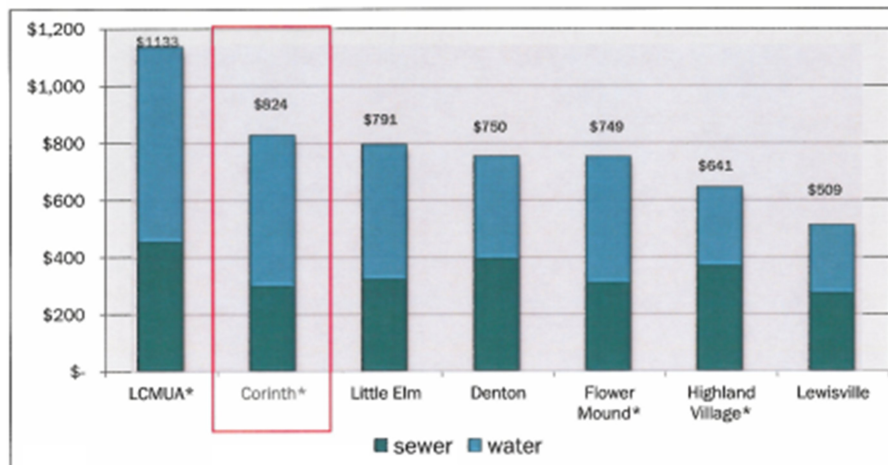
Based on 10,000 gallons water and 5,045 gallons sewer per month



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

Average Commercial Customer Impact

Based on 75,000 gallons water and sewer per month



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

Councilman Glockel - Is 2018 a significant jump over 2017?

Nelisa Heddin, Nelisa Heddin Consulting, LLC - Over 2017, not a huge jump. It's just about 2% for most of your line items and 3% on Upper Trinity.

Councilmember Glockel - You said that we are going to over achieve this first year and break even and under. Can we only do this every three years?

Nelisa Heddin, Nelisa Heddin Consulting, LLC - No, Sir. You can do this annually or every five years. It is up to the city to determine how often. Your staff and I discussed at length and worked through different scenarios to come to this recommendation - to try to move the City towards a greater degree of revenue stability through your base fee.

Mayor Heidemann - If the city were to put any restrictions on usage during the summertime, what impact would that have on our rate?

Nelisa Heddin, Nelisa Heddin Consulting, LLC - If you were to decrease your water sales, the rate has to go up. However, your Upper Trinity call factors are at 7.5 MGD. Essentially what happens if you have two or three days where you exceed that, you automatically get bumped to the next tier in reservation with Upper Trinity which bumps the fixed rate up higher. You do have a balancing act where we want to sell as much water as we can without exceeding 7.5 million gallons a day. The goal is to achieve some conservation especially in the peak days and try to levelize that out. One of the better ways to do that is to regulate watering days so that you don't have everyone watering their lawn on the same day. You don't want to get too restricted on total use because you want customers to use the water so that you can spread those fixed costs.

Councilmember Harrison - The rate that goes up, once we exceed it . . . it doesn't go down does it?

Nelisa Heddin, Nelisa Heddin Consulting, LLC - No, Sir. You are absolutely correct. Once you are in the next tier, you are there. That is how that contract works for the long term.

Councilmember Garber - How does our current rate compare to their current rate?

Nelisa Heddin, Nelisa Heddin Consulting, LLC - The City's current rate is about \$100.43. The recommendation at this point is would be to consider rates for a three year period. Then staff would be looking at it again annually.

Councilmember Glockel - We are saying that we are going to raise the rate for the basic water on 75% of our residents by 30% and we are going to raise the volumetric on 75% of our residential customers by 90%? We went from \$2.77 to \$4.95.

Nelisa Heddin, Nelisa Heddin Consulting, LLC - There is a decrease on the sewer side. A total increase of about 20% going from \$100 to \$120.

Councilmember Glockel - I think that is an excessive change in one year.

Councilmember Johnson - I believe this needs to be revisited before we can pass it or not pass it.

Councilmember Burke - Do we have a reserve on the wastewater or water?

Mayor Heidemann - No.

Councilmember Burke - We have an accurate projection of the cost and we are going to raise the rates to pay for those costs and you don't want to do that?

Councilmember Johnson - I didn't say I didn't want to do it. We need to have input from the neighbors.

Councilmember Garber - I think what Lowell is bringing up is that there are two or three really sticky points in Corinth. Economic Development is one and water costs are another one. People are not rational when it comes to this. When we start talking about a 16% increase on top of not hitting our effective tax rate, I agree we need to address the costs and people need to pay for the cost of the water. With this sort of rate increase on the heels of people that are already really touchy about their water bills - we will end up with a reaction that is not rational. Even though the math is rational. I understand the costs need to be covered. This sort of rate increase on the first year will elicit a non rational response.

Mayor Heidemann - Is it better for us just to do it annually? If we did it annually and then do cost containment. Put measures to try to conserve water costs. I'm wondering if we can go into a program of educating the public

Nelisa Heddin, Nelisa Heddin Consulting, LLC - To address your question on annually, you could absolutely do that. The pros and cons are simply one is a little bit each time - it's not as much because you are basically playing catch up for three years. However, at the same time that means annually your phone rings. I have clients who do it every year and I have clients who do it every three to five years and just prefer to do it one time. It is historically the City's option.

Councilmember Glockel - 75% of the residents are going to carry these two hits and some of them didn't get hit at all on the commercial side. Why didn't we raise some on the commercial side? In my opinion, it would be more palpable if we went up 10% a year instead of 30%.

Nelisa Heddin, Nelisa Heddin Consulting, LLC - The base fee is because meters have been over recovering and, so, you have to change those base fees for those larger meters.

Councilmember Harrison - These are just your recommendations?

Nelisa Heddin, Nelisa Heddin Consulting, LLC - Yes, Sir.

Councilmember Burke - This isn't a tax. It's a cost. It's a service we provide at no profit. If someone asked me why did my costs go up? I would say because your cost went up. Why didn't you address our costs? Because we really are just a water purchaser primarily from Upper Trinity and there is not a lot that we can do to control their costs. We are a customer that passes along the cost to our other customers. If the costs are a serious problem or concern of theirs, we don't need to hide it from them. Here is what the costs are. When we can't answer their questions any more, the irrational response needs to be rationally directed. You prevent people from being angry and ultimately prevent change if change is necessary.

Councilmember Glockel - I like the way you stated that. Except, if I were the customer asking you that question, I'd say, you have to have that this whole 20% to cover the costs this year and you are going to have to say, no, we are going to have an excess this year. Next year we are going to break even. If 10% is what we have to have to pay our bills, I'd be all for it. I don't want to do 20% if we don't need it.

Nelisa Heddin, Nelisa Heddin Consulting, LLC - The City of Corinth's water utility historically has been a self-sustaining utility. In other words, your taxes are not supporting this utility. You do have a general fund transfer that is actually cost based. Your staff goes through and analyzes and allocates the cost based off of cost allocation factors. This utility is truly self-sustaining.

ADJOURN:

Mayor Heidemann adjourned the workshop meeting at 6:40 P.M.

Meeting adjourned.

Approved by Council On _____ day of _____, 2017.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Special Session

Meeting Date: 08/24/2017

Title: June 15, 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 June 15, 2017 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the June 15, 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 June 15, 2017 Regular Session minutes.

Attachments

Minutes

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

On this the 15th day of June 2017 the City Council of the City of Corinth, Texas met in a Regular Session at the Corinth City Hall at 7:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Fred Gibbs, Planning and Development Director
Cody Collier, Public Works Director
Lee Ann, Bunselmeyer, Finance Director
Chris Rodriguez, Finance Manager
Greg Wilkerson, Asst. Chief of Police
Kim Pence, City Secretary
Brenton Copeland, Technology Services Asst. Manager
Melissa Cranford, Assistant City Attorney

Others Present:

Nelisa Heddin Consulting, LLC

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 7:30 p.m., Councilmember Garber delivered the invocation and Bob Hart, City Manager led in the Pledge of Allegiance and the 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 April 20, 2017 Regular Session.
2. Consider and act on minutes from the May 11, 2017 Workshop Session.
3. Consider and act on minutes from the May 11, 2017 Special Session.

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

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

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.

There were no Citizens Comments made.

BUSINESS AGENDA

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

Bob Hart, City Manager - we brought this to you for recommendation and strategy for our replacement schedule for City vehicles. When we look at the traditional replacement schedule we are about 17 vehicles behind. We did not replace any last year and we are bringing this to you as a long term strategy for dealing with replacement schedules.

MOTION made by Councilmember Glockel to postpone for additional information. Seconded by Councilmember Garber.

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

MOTION CARRIED

Bob Hart, City Manager - could you share what additional information that you would like to see?

Councilmember Glockel - When we looked at these 37 vehicles and looked at the cost savings, not knowing what vehicles those are you cannot digest what that number is and why some cost to your savings is astronomical and the others are very conservative at the same number of vehicles and that

is one of the things I would like to see. Also, Lee Ann has some numbers that you gave us and I would like to see that on a spreadsheet so that we can analyze that as well.

Councilmember Garber - I would add not only a spreadsheet but a spreadsheet with math in it so we can see exactly what has been added up to come up with the savings.

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

MOTION made by Councilmember Johnson to table to date certain of July 6, 2017 in order to give the City staff time to provide posting for a Public Hearing and on that same evening concerning water rates in order to provide the maximal amount of information to our citizens before we have a vote to consider this item. Seconded by Councilmember Harrison.

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

MOTION CARRIED

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

Bob Hart, City Manager - this is the agreement that will allow the city to extend Lake Sharon Blvd over the Upper Trinity River waterline near the intersection of FM 2499.

MOTION made by Councilmember Johnson to accept the Interlocal agreement between the City of Corinth and Upper Trinity Regional Water District. Seconded by Councilmember Burke.

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

MOTION CARRIED

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

Bob Hart, City Manager - this leads back to 1994 when the City made an agreement to permit the installation of nodes on the water towers for cellular communication. The advantage to the community in doing so is it keeps towers from being built in other locations within the City. The other is it does become a revenue source for the City. The rates that are charged here are in line with what other Cities do but it is in the upper tier of what other cities receive. We have reviewed all the data from an engineering standpoint and this meets all of our criteria and does not cause any structural problems or operational problems with the water towers.

MOTION made by Councilmember Harrison to approve the Site Lease Agreement with New Cingular Wireless. Seconded by Councilmember Burke.

Councilmember Glockel made a Friendly Amendment to the main motion that we put in place some way of determining what their responsibility is when we have to do

maintenance on the tower even if that is not done until the next lease agreement. Seconded by Councilmember Johnson.

Mayor Heidemann - if I understand what you are wanting is after this lease is completed and on any future leases that we do with cellules that there is some terminology in the agreement that states the City will not be liable or charged with the cost to remove those cellular devices from the towers if painting or maintenance has to occur?

Councilmember Glockel - yes, basically I want the agreement to spell out the responsibility of the City and of the cellular or company when the tower has to have maintenance performed on it.

Councilmember Burke - I would like to make sure if we pass the amendment I want to make sure it is clear whether or not we are approving this contract as presented or approving with this language added to the contract?

Councilmember Glockel - at this time it is verbiage being put on the next contract when it is up for renewal for the cellular company to add that verbiage on there.

Melissa, Cranford, Assistant City Attorney - the item for consideration tonight will have to go back to the cellular company for them to also approve that change. You may get this item back to you again. If I understand your direction would it be something that you would just like staff to pursue at the next negotiation or do you want it included in this lease?

Councilmember Glockel - if that is the best way to do it I can withdraw my motion. We talked about this a year ago and it never got added. It needs to be changes the next time the contract itself needs to be renewed not an amendment to the contract. Give me some guidance?

Melissa, Cranford, Assistant City Attorney - knowing that we can't implement that change with an amendment it will have to be done when the contract is renegotiated fully. If that is the staff direction we can make a note to that effect that that is the direction of the Council.

Councilmember Glockel - I will withdraw my Friendly Amendment.

Friendly Amendment Withdrawn

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

MAIN MOTION CARRIED

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

Bob Hart, City Manager - currently we have worked with the City of Denton and they have reached capacity and asked us to find another shelter. We have been working with the City of Lake Dallas to utilize their shelter and the fees are about the same and it is much more convenient and much easier access to residents whose animal has been picked up.

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

Councilmember Harrison - this agreement with Lake Dallas is an agreement does humanly

destroy after 5 days and I want to make everyone understand that.

Mayor Heidemann - what is our current agreement at the City of Denton?

Greg Wilkerson, Assistant Chief of Police - you are correct. The City of Lake Dallas has a 5 day period at which point they will place the animal up for adoption before they humanly destroy that animal. The City of Denton currently has a 96 hour period so this contract actually gives us a little more time.

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

MOTION CARRIED

12. Consider and act on an Interlocal Agreement for Holding Facility Services with the Town of Little Elm.

Bob Hart, City Manager - we have been using the holding facility with the City of Flower Mound and their facility is undergoing renovations and so we are bringing you a recommendation to work with the Town of Little Elm to provide jail services.

MOTION made by Councilmember Garber to approve the agreement. Seconded by Councilmember Harrison.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Bob Hart, City Manager - I mentioned about trying to have a policy workshop on July 29th It will begin at 5:30 p.m. and run about 3 hours. I also want to talk to you about City shirts and I will get your sizes after the meeting to go those ordered.

Mayor Heidemann - I was made aware of tonight that the Crownover Middle School won a grant for \$28,000 through the Samsung Corporation and I would like to reach out to that school and invite them to the Council meeting on July 6 and present them with a proclamation.

Also, the City of Corinth is the 14th Safest City in the State of Texas. I think that really sends a strong message to our citizens of what the men and women in blue do here and want to thank them for all their efforts.

Mayor Heidemann recessed the meeting at 8:15 p.m. * See Closed Session.

EXECUTIVE SESSION

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

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

Council met in Closed Session from 8:20 p.m. until 9:23 p.m.

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

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

Council met in Closed Session from 8:20 p.m. until 9:23 p.m.

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

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

a. Consider evaluation of City Manager.

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

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

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

There was no action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 9:24 p.m.

Approved by Council on this _____ day of _____ 2017.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 3.

City Council Special Session

Meeting Date: 08/24/2017

Title: July 6, 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 July 6, 2017 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the July 6, 2017 Workshop Session. The minutes are in draft form and not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the July 6, 2017 Workshop Session.

Attachments

Minutes

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

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

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Mike Brownlee, City Engineer
Lee Ann Bunselmeyer, Director, Finance
Cody Collier, Director, Public Works
Fred Gibbs, Director, Planning
Kim Pence, City Secretary
Mack Reinwand, City Attorney
Shea Rodgers, Manager, Technology Services
Chris Rodriguez, Manager, Finance
Debra Walthall, Police Chief
Angie Watson, Supervisor, Utility Billing
Greg Wilkerson, Assistant Police Chief

Other Guests Present:

Larry Patterson, Deputy Executive Director, Upper Trinity Regional Water District
Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District
Anthony Samarripas, Project Manager, Kimley-Horn and Associates

Others Present:

CALL TO ORDER:

Mayor Heidemann called the 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

6. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Myers Middle School in Shady Shores. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

Bob Hart, City Manager - I request that we pull this item from the Consent Agenda and put it on the regular Agenda and ask that you consider approving this agreement subject to our doing the agreement with the City of Shady Shores for police services. If Shady Shores opts to go with the County then the Denton ISD will need to go with the County to do that.

Mayor Heidemann - Approval of the police contract with Shady Shores?

Bob Hart, City Manager - Yes, Sir.

BUSINESS AGENDA

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

Mayor Heidemann - I'd like to have a public hearing on this item and have this item tabled until we get to the budget.

Bob Hart, City Manager - We have modified the public hearing presentation and have a new handout for the public hearing presentation.

Councilmember Harrison - When we let the public know that this item will be tabled, we need to make sure that they understand any updated information will be on the website.

Mayor Heidemann - Will we close the public hearing after this is presented?

Mack Reinwand, City Attorney - Options are to keep the meeting open if we don't know when the next meeting will be. You might just want to close it and have another hearing at another time in the future.

Mayor Heidemann - So we will just suspend the hearing after everyone has had the chance to talk.

Mack Reinwand, City Attorney - Yes.

10. Consider and act on a request from the applicant Don Paschal, authorized representative for the property owner, Huffines Children's Trust for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow grading, fill dirt and the removal of trees that are protected under the Landscape and Tree Preservation Ordinance prior to release of Construction Plans on a site being 13.773 acres out of the E.A. Garrison Survey, Abstract No. 511 in the City of Corinth, Denton County, Texas. (This site is located on the west side of I-35E and the east side of Tower Ridge Drive, south of Lake Sharon Drive.)

Councilmember Johnson - Fred, Has the engineer's letter been met in order to move ahead with the approval?

Fred Gibbs, Director, Planning - They do have a couple more comments left and I know Mike has been hoping to receive a set of plans.

Mike Brownlee, City Engineer - I've been communicating with them. I think they have them at this point. We are real close. I will look into it.

Mayor Heidemann - I will recuse myself from this item.

11. Consider adoption of an ordinance authorizing the issuance and sale of City of Corinth, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Councilmember Glockel - The chart starts at 2019. Do we have any principle to pay back in 2018?

Lee Ann Bunselmeyer, Director, Finance - They can be structured in any way and one of the things we told them is that we wanted to make sure that we didn't have any type of tax impact. They might have deferred that 2018 payment to 2019. It is typical that the year that you enter the debt you don't make your first payment until the following year.

Councilmember Glockel - What about section 12, I know it is a different type of bond, but we have a principle amount for 2018 on that chart.

Lee Ann Bunselmeyer, Director, Finance - The refunding would have already been budgeted because we are taking existing debt and refinancing it. There were already funds available to make that payment.

Mayor Heidemann - Can your financial advisors address the questions that Mr. Glockel has during the presentation?

Lee Ann Bunselmeyer, Director, Finance - Absolutely.

WORKSHOP BUSINESS AGENDA ITEM:

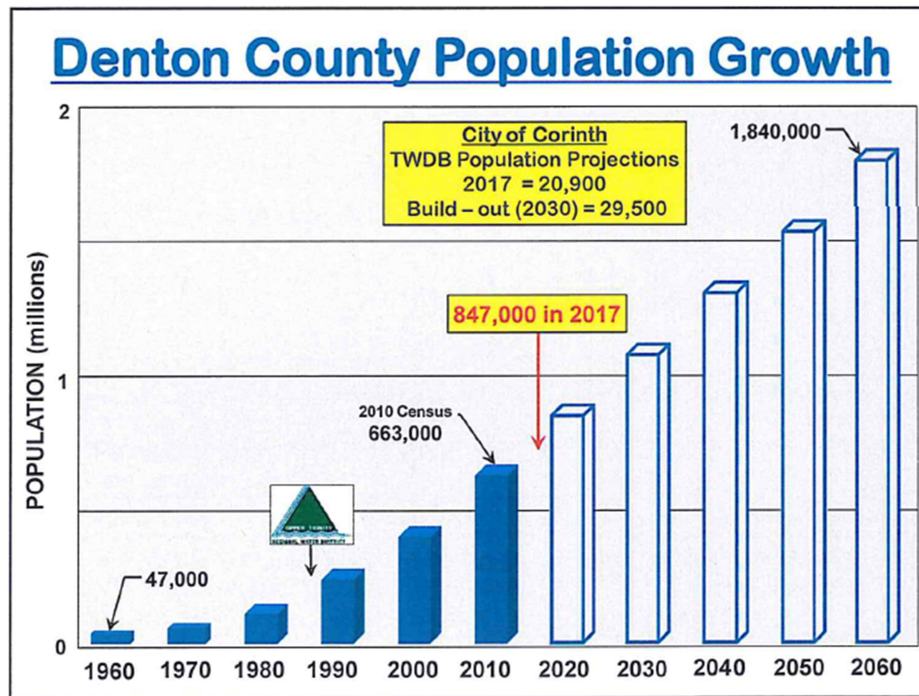
2. Receive a presentation and hold a discussion on the future water and wastewater supply and distribution requirements.

Bob Hart, City Manager - We have a presentation with the Upper Trinity Regional Authority, Cody will introduce them. We have a presentation with Kimley-Horn.

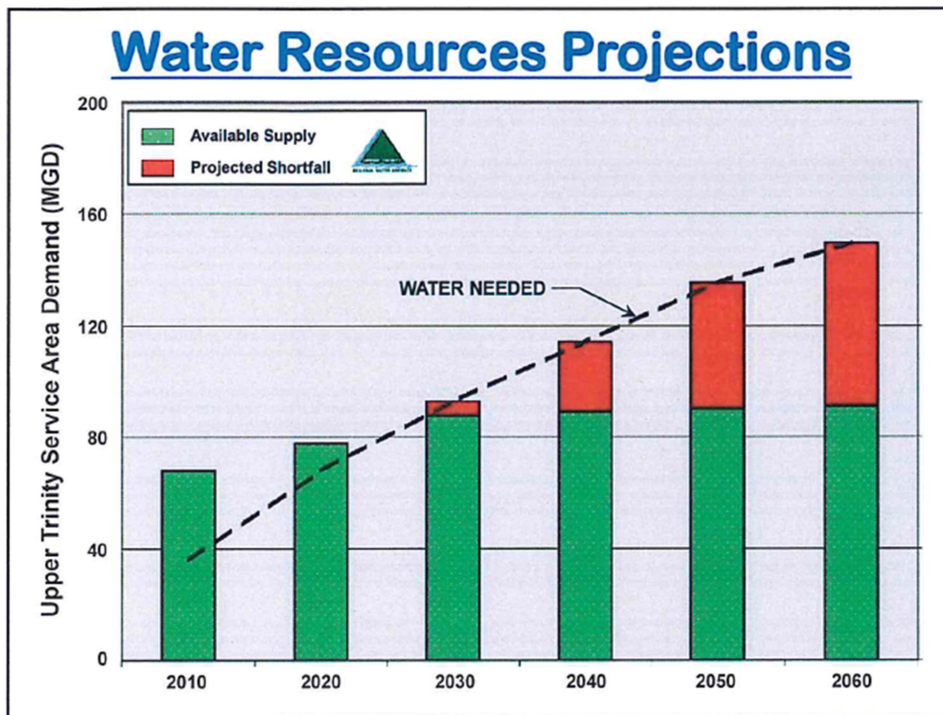
Cody Collier, Director, Public Works - We have Tom Taylor and Larry Patterson from the Upper Trinity Regional Water District. They will give a brief dialogue and demonstration of the entire region from Corinth all the way up and the future capacity with Lake Ralph Hall.

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - Upper Trinity's focus every day is to do what's best for you.

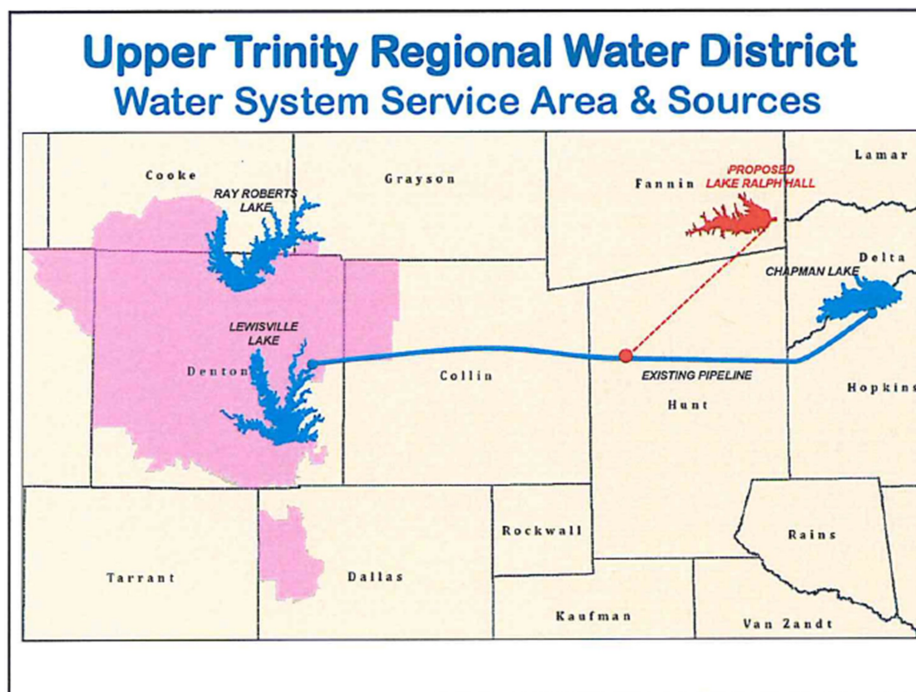
The Denton County area is really growing. As you can see in the growth chart, this is the challenge that we have. We are doing our best to plan ahead for that. State law requires that we plan at least 50 years ahead. Corinth has about a 40% more growth ahead of you before you build out. Before the late 1980s there wasn't a reliable water source for Denton County.



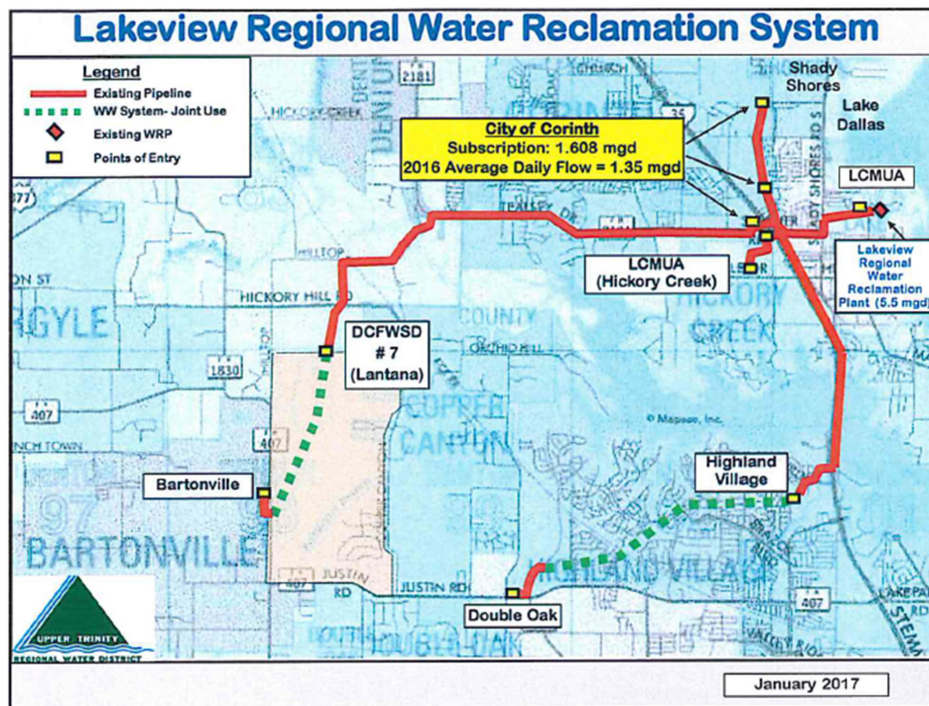
Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - The following slide takes the population numbers and the people that we will serve and translates that into water requirements. The green area is our present water supply commitments we currently have. The red area is the deficiency. Lake Ralph Hall, which we will discuss further, will fill up over half of that deficiency and will carry us out for many years.



Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - This is the overall view of the region. The pink area is our service area. Just last month we got water rights to Lake Ralph Hall - final and unappealable. We own the water rights now for Lake Ralph Hall in perpetuity. This is about a 70 mile pipeline. A long distance pipeline already in place. Irving is the owner of that pipeline.



Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - This is our regional wastewater system that serves Corinth. The good news for the second year in a row there is a zero rate increase for wastewater. The water system rate is going up by 3%. We work very hard to make sure our rate increase is not the cause of your sleepless nights. We keep our rate increases for the last several years to average about 3.5%. We do this on an annual basis.



Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - This goal when we created Upper Trinity, and you were there at the table in 1989, was to have a regional enterprise that would work efficiently, focus on your needs and operate at cost. Our Board of Directors President thought it was a good idea to remind our members what it's all about. I will read what he wrote today:

Our founding members came together to create Upper Trinity as a regional enterprise in 1989, with a firm belief that it would pay off. Better service at lower cost, less risk and more benefits. That vision has been fulfilled and continues to pay dividends. Each year our members bare witness to much smaller increases and neighboring systems, while receiving very reliable service. We have very proficient long range planning to make sure it stays that way. Just a few days ago the districts permit for perpetual water rights with Lake Ralph Hall became final and unappealable. It had been in the course, but now it is final and is strictly ours and ours alone. That makes a bright future ahead for our local economy and for our member cities.

We plan to take full advantage of the state plan which offers good financing under the recently approved finance plan for water supply. They state helps us out by deferring much of the costs. We plan to take full advantage of that. It will probably cause a rate increase, but it will be a modest rate increase. We are planning ahead to soften that blow in advance. We are already building up a reserve. It makes sense for the Upper Trinity's 23 members to join together. We got the first water rights for a new lake in Texas in nearly 30 years. We are pioneering to get this done. Now we are finalizing our federal 404 permit to enable construction. That is in advanced stages. We expect to be under construction by 2019 or 2020.

Bob Hart, City Manager - What is your projected acre foot cost for Ralph Hall?

Larry Patterson, Deputy Executive Director, Upper Trinity Regional Water District - The final outcome will be determined based on their permit conditions from the State. It's about \$1.50 and \$1.60 per thousand gallons on an annual basis.

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - Once we own it we don't have to keep raising the rates every year.

Larry Patterson, Deputy Executive Director, Upper Trinity Regional Water District - After it's paid for it goes to somewhere between the \$.30 to \$.40 range.

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - If you want to be in the water business, you need to own your own water rights. Otherwise you are at the mercy of whoever is selling water.

Mayor Heidemann - Is all of this processed through the Lake Dallas plant?

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - It goes back into Lewisville Lake and we have first utility reuse rights. We are at 5.5 million gallons per day. It will grow to around 7 or 7.5 over the next few years. We don't have any immediate plans to expand it.

One of the things that we've learned in managing rates is that we used to put off rate increases as long as we could. It's not pleasant to deal with rate increases so the Board would tend to put it off every three or four years we would have to deal with it. Then you would have a rate increase that we would have to pass on to our customers which was kind of a shock - 10%, 15%, 16%, 17%. We learned our lesson to make it easier for us and easier for our customers if we deal with it as part of the budget. The budget needs to be balanced every year. Now rate increases rarely exceed 3%. Our members can handle it a lot better. It's more predictable.

Councilmember Garber - What percentage of the water will you be able to get from the new lake once it's finished?

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - It will produce about forty million gallons a day.

Mayor Heidemann - Is Lake Ralph Hall coming in at this point in your acquisition of land and cost projections? Is it within the budget or is it exceeding budget? Will there be surprises in that whole process?

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - So far there have been no surprises. We've been very good about staying within budget on the project. No surprises. The one thing you really don't want to happen is some regulatory surprise from the Environmental Protection Agency - a protected species that is discovered up there. We have passed all examinations on that so far with flying colors. No hurdles have been found at that site where we are going to build the lake. We are confident that we will stay within our budget.

Larry Patterson, Deputy Executive Director, Upper Trinity Regional Water District - The land area was about 12,000 acres and we already own about 7,200. There were 23 homes and we own 21 of those homes. The total budget for this project is about \$360 million dollars.

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - That includes the pipeline.

Larry Patterson, Deputy Executive Director, Upper Trinity Regional Water District - We have a master agreement with the state at this point that says they will fund up to 80% of the total project.

Councilman Harrison - Where are you on the land purchase? You own 50%?

Larry Patterson, Deputy Executive Director, Upper Trinity Regional Water District - We own about 55%-60%.

Councilmember Glockel - How do you determine rates for our City and water? What is the methodology behind that? How do you determine when we have to pay more and have to start buying this other body of water whether we use it or not?

Thomas E. Taylor, Executive Director, Upper Trinity Regional Water District - What you actually use is what we bill you for. We bill you the actual cost of the water we send to you and the actual volume we send to you. How do we get our rate? That is part of our budget process every year. We look at our total expenses, how much water we have under contract, estimate how much you are going to buy year to year and we make an estimate.

7.5 millions gallons is the City's subscription now. That is what you said you wanted us to provide for you. If next year you hit 8 million, your subscription goes up. 7.5 million is your fixed cost. You have to pay your fixed cost whether the customer uses the water or not.

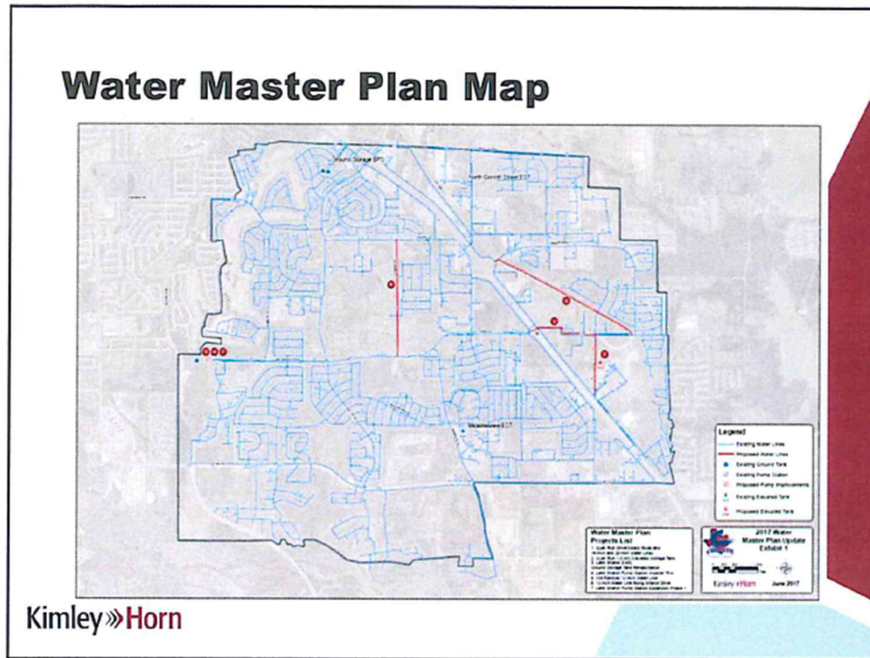
Fred Gibbs, Director, Planning - This will be a part two presentation under the same subject. The next person up is Anthony Samarripas with Kimley-Horn. We want to provide you with a snapshot of some of the master plan on the water and wastewater side to give you a more holistic view of some of the projects in the next three to five years.

Anthony Samarripas, Project Manager, Kimley-Horn and Associates - A while back we provided to you the impact fee update and we did water, wastewater and roadway. For this exercise we are going to talk about water and wastewater. We are now finalizing the master plan component of the study and analysis that we have been helping the City out with. You may ask yourself what are the impact fees and how does it tie to the master plan and what are the differences and similarities?

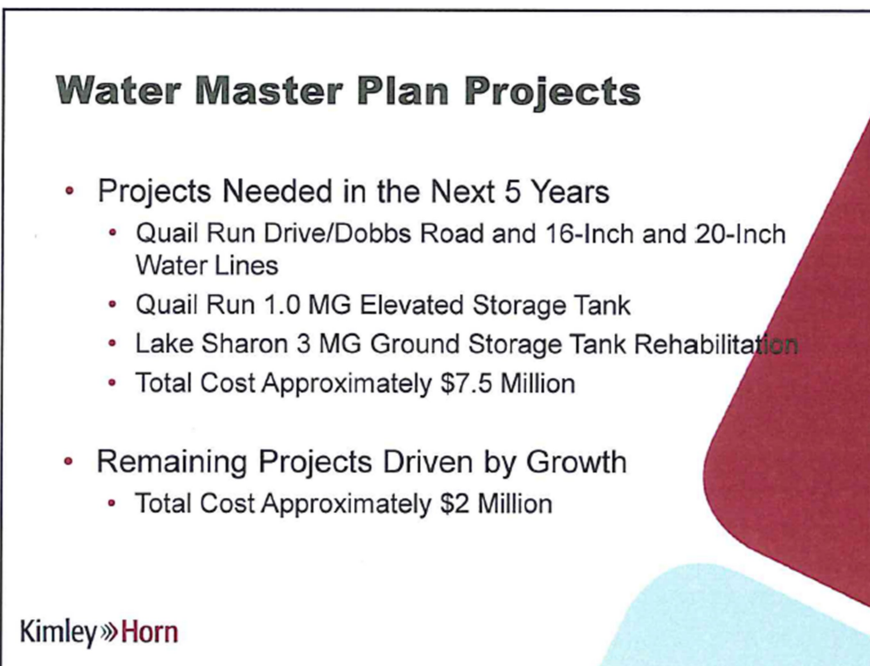
The two plans go hand in hand. If you look at the projects that are on each plan they are very similar. On one document the impact fees are geared toward calculating what your maximum impact fee is that you can attribute to new growth so that

when people come in you can charge them a water, wastewater and transportation impact fee. The master plan itself is the engineering component - the planning effort, developing the hydraulic models, projecting the water and wastewater demand and determining what projects are going to come out of those demands.

This map is the water map what we have developed for the master plan. If you compare the projects on this map to the water impact fee map, it would look almost identical. One of the main differences for the master plan vs. the impact fees is that on the impact fees we are able to show existing projects. The reason existing projects are on there is because they have additional capacity in them for growth. The master plan will not show existing projects. It is just looking for future growth, future rehabilitation, what projects does the City need to plan to build. That is one of the key differences if you compare projects for the master plan vs. the impact fees.



Anthony Samarripas, Project Manager, Kimley-Horn and Associates - Here are a couple of water projects that have been identified as needs within the next five years. These projects, for the most part, would line up with the impact fees and the calculations that were developed for that plan.



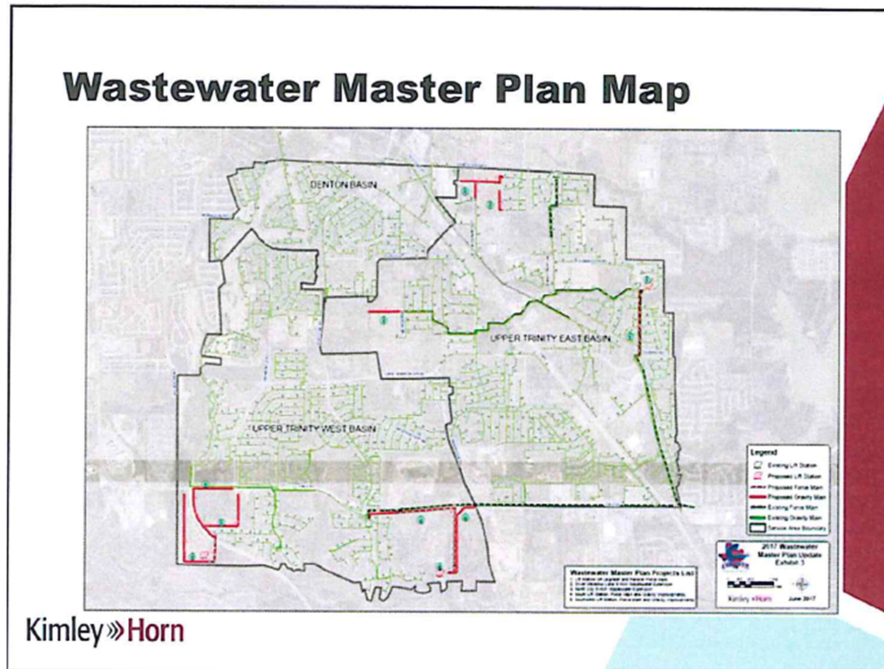
Mayor Heidemann - The tower that was just finished last year, what was done to that?

Cody Collier, Director, Public Works - Interior, exterior, sand blasted, re-primed, repainted, minor repairs on some of the roof hatches and brackets.

Mayor Heidemann - Does that fall under the category as the one on the west side?

Cody Collier, Director, Public Works - Yes. The same idea, but that is a three million gallon tank that sits on the ground. The same exact process.

Anthony Samarripas, Project Manager, Kimley-Horn and Associates - The wastewater master plan map is very similar to the wastewater impact fees.



Anthony Samarripas, Project Manager, Kimley-Horn and Associates - Only one project that we know of, is in the next five years - the expansion of the Lift Station 3A and adding an additional parallel force main to develop some additional capacity there. There are other projects that are driven by growth. If growth comes sooner than projected these projects may be needed. All of these projects would be on your impact fee.

Wastewater Master Plan Projects

- Projects Needed in the Next 5 Years
 - Lift Station 3A and Parallel Force Main
 - Total Cost Approximately \$1 Million
- Remaining Projects Driven by Growth or Desire to Stimulate Development
 - South Lift Station, Force Main and Gravity Improvements
 - Southwest Lift Station, force main and gravity Improvements
 - Other Miscellaneous
 - Total Cost Approximately \$5.5 Million

Kimley»Horn

Anthony Samarripas, Project Manager, Kimley-Horn and Associates - The one thing that we are not showing on the master plan, but the City is beginning to look at is asset management and how to systematically repair and replace those old lines before they fail. Identifying water lines and sewer lines that are either of material that needs to get replaced or it's of age indicating that it will fail soon. This would be an addition to the projects we've gone through.

System Asset Management Plan

- City Exploring Asset Management Plan
 - Plan will identify replacement and rehabilitation projects
 - Develop yearly systematic approach to continually upgrade and repair existing water and wastewater systems
 - Master Plan project lists do not include these projects, only growth and capacity needs.

Kimley»Horn

Mayor Heidemann - When will the master plan be completed and when will we have access to that?

Anthony Samarripas, Project Manager, Kimley-Horn and Associates - I would say within the next month or so we will finalize the document and it will be made available for Council to review.

Councilmember Garber - Which company do we use to do the water wastewater rate study vs. our impact fees?

Bob Hart, City Manager - Nelisa Heddin of Nelisa Heddin Consulting, LLC does the water wastewater rate study.

Councilmember Garber - So these are impact fees?

Bob Hart, City Manager - Yes. Kimley-Horn does the impact fees.

Councilmember Garber - Are both of these studies required by State or is it just best practice?

Bob Hart, City Manager - The mater plan is a best practice. The impact fee study is required by the State if we want to impose impact fees.

Fred Gibbs, Director, Planning - Our last master plan was done in 2004.

Bob Hart, City Manager - We have a PowerPoint presentation prepared for the public hearing regarding the Cost of Service and Rate Design Study for Water and Wastewater Utility created by Nelisa Heddin Consulting, LLC. I could run through that quickly or we can wait and do it publicly.

The practice here has been to review rates every three years. What we are doing is making sure that there are adequate revenues in order pay for the operation of the system. Revenue requirements have been broken into two components. We are projecting next year the water revenue requirements will be about \$7.9 million. Wastewater side will be about \$3.3 million. That is expected to grow over the next three years.

When we have historically looked at rates, we have projected those out over a three year period.

Mayor Heidemann - The revenue there, does that include the rate increase that you had published?

Bob Hart, City Manager - Yes, Sir. When we make these recommendations on the rates, they are intended to cover cost of operations. We have not included the capital cost that you saw identified with Kimley-Horn.

Step 1: Revenue Requirements

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

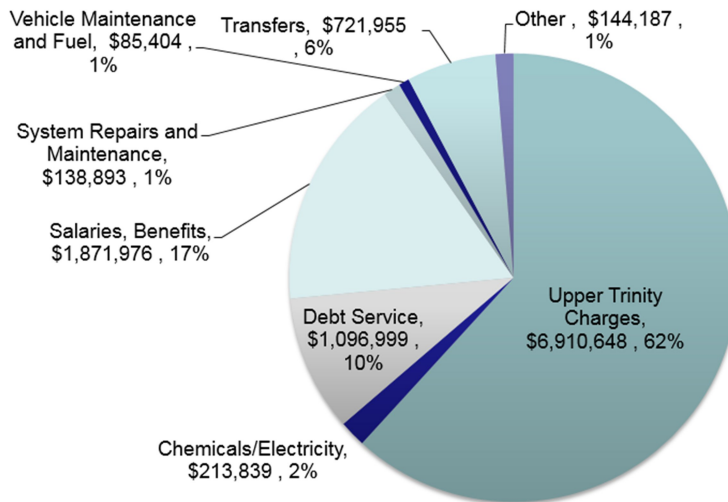
	2018	2019	2020
Wastewater Utility Revenue Requirement	\$3,288,209	\$3,403,212	\$3,478,787

Bob Hart, City Manager - 74% of the cost of the system are the charges from Upper Trinity, debt service and chemicals and electricity - which are fixed costs. The variable costs that we would presumably have some control over are salaries, the on going system repairs and the transfers that we have identified are the allocated overhead charges to the utility system. It is their share of the finance department, payroll, human resources and those kinds of overhead charges. We have allocated those to the department.

Councilmember Harrison - I think it would be beneficial if you tell them how many people are getting salaries from this.

Bob Hart, City Manager - There are 26 people in that number including water, wastewater and utility billing.

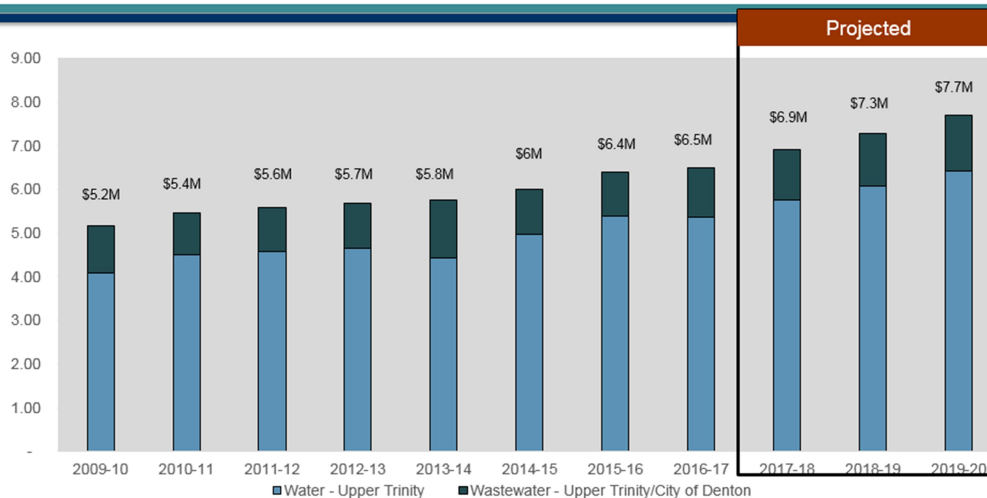
Step 1: Revenue Requirements



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



Water/Wastewater Purchase Costs



The City's water purchase rates from Upper Trinity have increased by 16.81% since 2011.

Since 2011, the City's wastewater purchase rates have increased by 14% from Upper Trinity and the City of Denton.

The projected annual increase for FYE 2018-2020 is 5%.



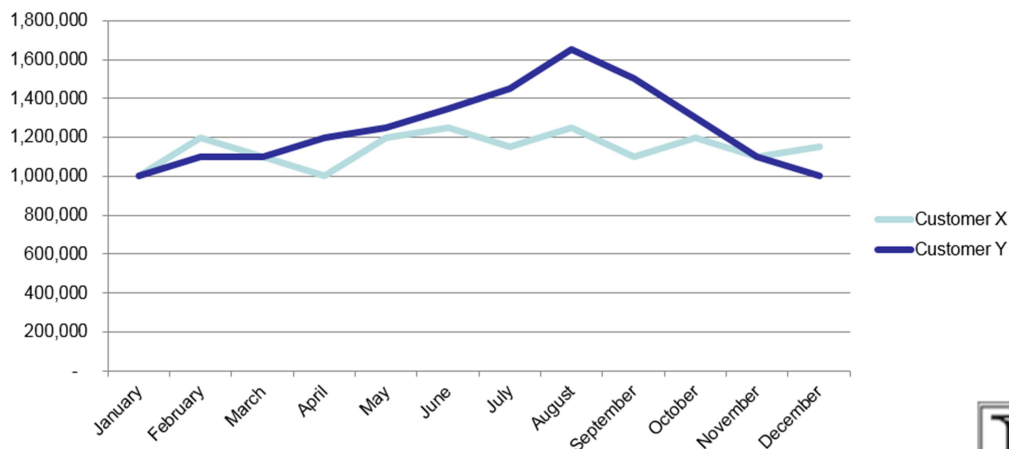
Bob Hart, City Manager - When we are looking at allocating costs to the system, we are looking at fixed costs and variable costs.

Step 2: Functionalization

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

Step 3: Cost Allocation

- Recognizes different usage patterns of customer classes



Bob Hart, City Manager - We look at the calculation of the fixed charges and we look at how much demand we have to be prepared to meet. That is based on meter sizes. We have used the recommended cost allocation that comes under the American Water Works Association (AWWA). It is a formula, depending on the size of the meter if you are paying your pro rata share of that cost based on the meter size.

Step 4: Rate Design

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

Councilmember Burke - Do you have a slide that shows the different charges per the size of the meter? When we are dealing with our customers in this setting is there any kind of risk that we charge them more than their portion? Mr. Glockel has brought up the idea that we are raising the fixed cost on the smallest meter, which is most of our citizens, and not raising it as much on the other size meters. The rationale for that was they were already being overcharged based on their proportionate use. My question was focused on - is there some legal problem with doing that?

Bob Hart, City Manager - We have reflected AWWA cost.

Mayor Heidemann - Is that a three year recommended rate?

Bob Hart, City Manager - Yes, Sir. What we've tried to do is pick up at least the AWWA allocated cost.

Councilmember Harrison - This charge shows all customers - residential and commercial.

Bob Hart, City Manager - Yes, Sir.

- Water Utility
 - Base Fee

Base Fees	Current Rate	Recommended Rate	Customer Count
5/8 x 3/4	\$23.27	\$31.23	6,873
full 3/4	\$32.24	\$34.36	16
1 inch	\$32.25	\$43.73	95
1 1/2 inch	\$65.15	\$65.15	55
2 inch	\$100.70	\$100.70	78
3 inch	\$210.25	\$343.56	13
4 inch	\$330.10	\$437.26	2
6 inch	\$660.95	\$660.95	1
10 inch	\$1,510.65	\$1,510.65	1

- Water Utility
 - Volumetric Charge – Residential

Volumetric Charges - Residential	Current Rate	Recommended Rate	Customer Count
0-10000	\$2.77	\$4.95	4,022
10001-25000	\$4.77	\$6.95	2,297
25001-50000	\$6.77	\$8.95	448
50000 up	\$8.77	\$10.95	33

- Water Utility
 - Volumetric Charge – Commercial

Volumetric Charges - Commercial	Current Rate	Recommended Rate	Customer Count
0-10000	\$3.68	\$4.75	113
10001-25000	\$4.68	\$5.75	52
25001-50000	\$5.68	\$6.75	59
50000 up	\$6.68	\$7.75	110

- Wastewater Utility

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

Customer Class	Wastewater (Gallons)	Customer Count	Average Gallons
Residential	32,593,733	6,589	4,947
Commercial	7,765,808	148	52,472

Bob Hart, City Manager - We raised water rates quite substantially back in 2008. Those rates were in place for three years. In 2011, the rate structure was set and has been in place for about eight years. We have not had a rate increase now for eight years. These costs have been going up so that this past year the utility system ran a deficit of about \$1.4 million dollars. This next year that deficit is projected to be \$1.8 million. That is what is driving the rate increase recommendation. What this is intended to do is to cover the deficit that is in place in the utility system.

The base rate has been fixed since 2008. The only thing that we did change - in 2011 - was reducing the volumetric changes.

Councilmember Harrison - Why don't we compare rates to the Cities that are serviced exactly like us?

Bob Hart, City Manager - I think generally when folks talk about rates they tend to talk about rates within their geographical area and not who the supplier is. We just try to give you a good look at what's in the geographical area around Corinth.

Residential Water Rate History

– Volumetric Charge – Residential

Volumetric Charges - Residential	2008 -2010	2011 -2017	Recommended Rate
0-10000	\$3.20	\$2.77	\$4.95
10001-25000	\$5.20	\$4.77	\$6.95
25001-50000	\$7.20	\$6.77	\$8.95
50000 up	\$9.20	\$8.77	\$10.95

– No Changes in Base Rate since 2008

Commercial Water Rate History

– Volumetric Charge – Commercial

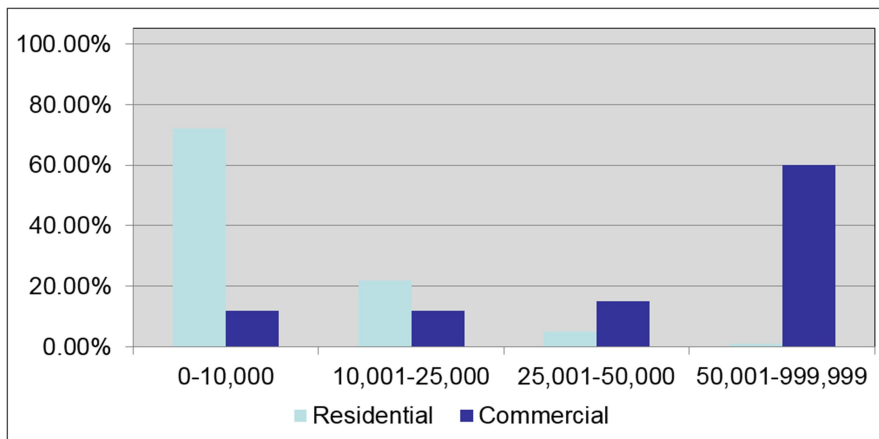
Volumetric Charges - Commercial	2008-2010	2011-2017	Recommended Rate
0-10000	\$4.51	\$3.68	\$4.75
10001-25000	\$4.51	\$4.68	\$5.75
25001-50000	\$4.51	\$5.68	\$6.75
50000 up	\$5.51	\$6.68	\$7.75

– No change in base rate since 2008

Wastewater Rate History

	2008-2010	2011-2017	Recommended Rate
Base Fee	\$21.39	\$21.39	\$21.39
Volumetric Fee	\$4.89	\$5.60	\$3.67

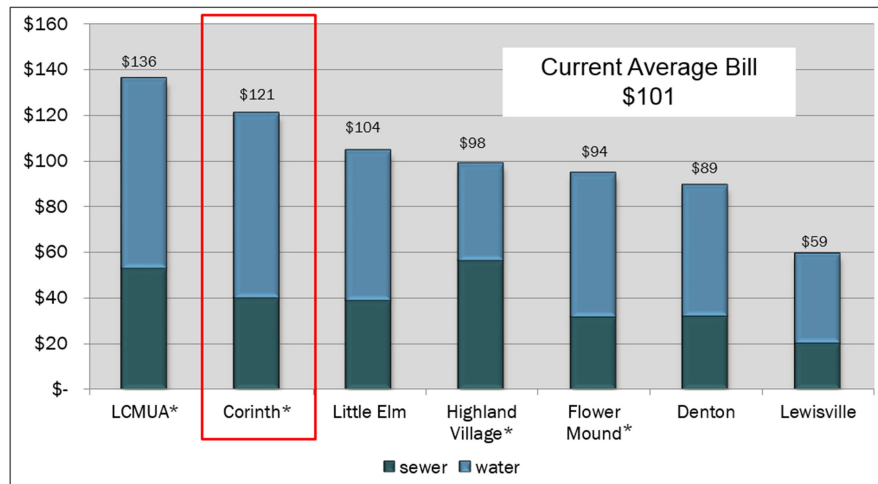
Utility Customers Based on Usage



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

Average Residential Customer Impact

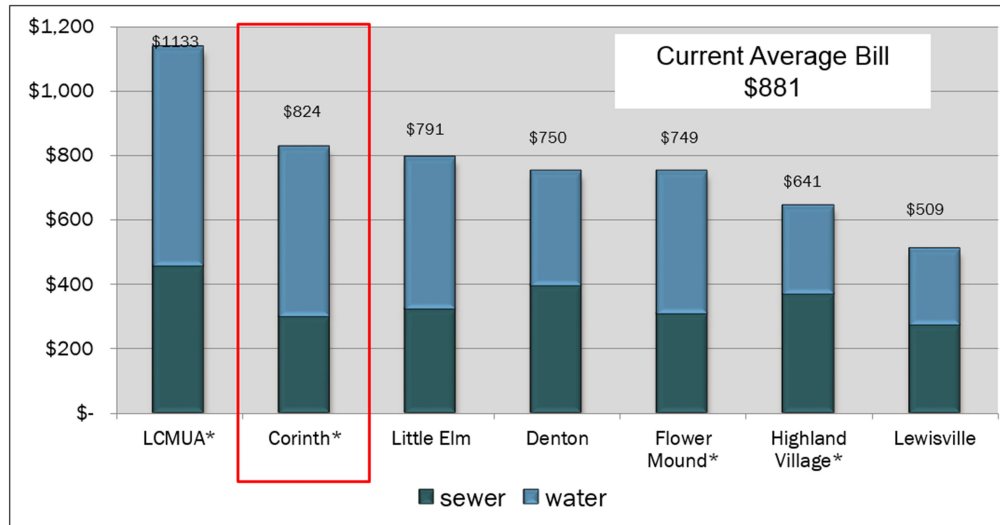
Based on 10,000 gallons water and 5,045 gallons sewer per month



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

Average Commercial Customer Impact

Based on 75,000 gallons water and sewer per month



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

Mayor Heidemann recessed into Closed Session at 6:56 P.M.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:56 P.M.

Meeting adjourned.

Approved by Council On _____ day of _____, 2017.

 Kimberly Pence, City Secretary
 City of Corinth, Texas

CONSENT ITEM 4.

City Council Special Session

Meeting Date: 08/24/2017

Title: July 6, 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 July 6, 2017 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the July 6, 2017 Regular Session. The minutes are in draft form and not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the July 6, 2017 Regular Session minutes.

Attachments

Minutes

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

On this the 6th day of July 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
Don Glockel, Council Member
Scott Garber, Council Member

Staff Members Present:

Bob Hart, City Manager
Fred Gibbs, Planning and Development Director
Lee Ann Bunselmeyer, Finance Director
Chris Rodriquez, Finance Manager
Cody Collier, Public Works Director
Jason Alexander, Economic Development Corporation Director
Debra Walthall, Chief of Police
Greg Wilkerson, Asst. Chief of Police
Kim Pence, City Secretary
Shea Rodgers, Technology Services Manager
Angie Watson, Utility Billing Supervisor
Mike Brownlee, City Engineer
Mack Reinwand, City Attorney

Others Present:

Tom Taylor, Upper Trinity Regional Water District
Larry Patterson, Upper Trinity Regional Water District
Anthony Samarripas, Kimley Horn & Associates
Leroy Grawunder, Bond Attorney, McCall, Parkhurst & Horton
Marti Shew, Financial Advisor, First Southwest

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 led in the Pledge of Allegiance and the Texas Pledge.

PROCLAMATION:

Mayor Heidemann read into the record the Proclamation proclaiming Bill Rider as Officer of the Year 2016.

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 May 18, 2017 Regular Session.
2. Consider and act on minutes from the May 18, 2017 Workshop Session.
3. Consider and act on a Settlement Agreement with Level 3 for the replacement of sewer line near the southwest corner of the intersection of Lake Sharon Drive and Interstate 35.
4. Discuss and consider approval of Amendment No. 1 to the Interlocal Cooperation Agreement between the City of Corinth and Denton County, Texas.

MOTION made by Councilmember Johnson to approve items #1, #2, #3, and #4 of the Consent Agenda. Seconded by Councilmember Garber.

AYES: Burke, Garber, Johnson, Harrison, Glockel

NOES: None

ABSENT: None

MOTION CARRIED

5. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Lake Dallas Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Lake Dallas High School in Corinth. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

Councilmember Glockel pulled item #5, #6 and #7 for discussion. All the contracts appear to be worded the same however I think that the school system obligation to pay the amounts described in this agreement are paying more than their fair share for these officers.

Bob Hart, City Manager - if you look at the number of work days in a complete year, you start with 260 days and you take out of that vacation time, training time and holiday time that would leave 240 days and so the school takes them to 187 and that is how we came up with that 75/25% cost allocation. We looked at the salary plus all the cost for each benefit of that position so they are paying 75% of that position.

Councilmember Glockel - if that individual is off on workers comp the school has to pay his salary for the first 5 days. If he is off on an emergency the school pays for the first 5 days if he takes his vacation the school pays for the time he is off. Even though he is assigned to 180 days to a school if he is off for any of these reasons the school pays the bill up to 5 days and then the department or the City shall replace that SRO, prorate the money back to the school, but for the first 5 days it is the schools responsibility to pay is that not correct?

Bob Hart, City Manager - that does give us flexibility within the scope of the contract. We have a very good working relationship with the school and we will make sure they have an officer there to meet their needs and that is the reason for having the program. I think what you see here is contract provisions that provide some flexibility from an operational standpoint.

MOTION made by Councilmember Johnson to approve the Interlocal Agreement between the City of Corinth and Lake Dallas Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Lake Dallas High School in Corinth.. Seconded by Councilmember Harrison.

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

MOTION CARRIED

6. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Myers Middle School in Shady Shores. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

MOTION made by Councilmember Johnson to approve the Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Myers Middle School in Shady Shores subject to the Town of Shady Shores approving the Police Service Contract. Seconded by Councilmember Burke.

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

MOTION CARRIED

7. Consider and approve a renewed Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Crownover Middle School in Corinth. This agreement provides for expenditures of general funds for 25% of the salary of the existing full time police officer.

MOTION made by Councilmember Burke to approve the Interlocal Agreement between the City of Corinth and Denton Independent School District to provide police services (one full time police officer position) to staff the school resource officer position at Crownover Middle School in Corinth. Seconded by Councilmember Harrison.

AYES: Burke, Garber, Johnson, Harrison
NOES: Glockel
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.

There were no Citizen Comments made.

PUBLIC HEARING

8. Hold a public hearing and receive citizen input on the proposed water and wastewater rates for FYE 2018 - 2020.

Mayor Heidemann opened the Public Hearing at 7:20 p.m.

Bob Hart, City Manager - what does it cost to capture the water, to put it in the pipe, treat it, and distribute it to the homes. When we look at the water rates, the City of Corinth has historically done is review water rates every 3 years. When we look at the revenue requirements in 2018, 2019 and 2020 those are the projected revenue requirements that are needed to operate. The water requirements in 2018, 2019 and 2020 runs about \$7.9 million to about \$8.7 million during that three year period. The wastewater side you are looking at about \$3.3 million and go up to about \$3.5 million between now and 2020 based on annual projections.

Revenue requirements and what we look at you will see about 74% of the cost of the water system is based upon the charges that we receive from the Upper Trinity Regional Water District for buying water from them and also includes the Chemicals/Electricity and Annual Debt Service. The other 26% includes the salaries for the 26 employees that work within the water system and that includes both the billing component and the men and women that work out in the field working on water lines and wastewater lines. The repairs that are required for the system and the transfers is the allocated overhead cost that are charged to the water and wastewater system and that would include legal representation with the attorney, payroll offices, the finance department and so forth.

The City's water purchase rates from Upper Trinity have increased by 16.81% since 2011. Since 2011 the City's wastewater purchase rates have increased by 14% from Upper Trinity and the City of Denton. The projected annual increase for FY 2018-2020 is 5%.

When we look at what we call the peaking nature of the system and the trend that we have is just under about three million gallons of water a day. In July and August the water we use in the system is almost 7 1/2 million gallons. The other element that we have to do is make sure the water pipes are sized in a way to meet that kind of demand in the summer. We allocate the cost when the demand is placed on the city is based on the meter size. When we allocate those costs we do that based on the formula of the amount of water that comes through a meter based on the American Water Waste Association (AWWA) has created.

The current base fee for water is based on meter size so as an example a 5/8X3/4 meter current base fee is \$23.27 and almost 6,900 customers has that size meter. Using the AWWA Standards for their allocated cost of that size meter we are recommending an increase of \$23.27 to \$31.23. The 3/4 meter recommended change from \$32.24 to \$34.36 and a 1 inch meter recommended change from \$32.25 to \$43.73. The rest of the size meters are customer class meters. One of the reasons why you don't see an increase in some of these areas is because when the rates were set in 2008 the City separates so that the first 3 classes of meters paid less than their full share of the recommended charge and anybody with a 1 1/2 meter and above paid more than what was recommended by the AWWA standards.

The Volumetric charge for water 0-10,000 gallons of water is at \$2.77 and we recommended to be increased to \$4.95 and about 4,000 customers use between 0-10,000 gallons a month and 10,001 - 25,000 current rate is \$4.77 and the recommended charge is \$6.95. 25,001 - 50,000

current rate is \$6.77 and the recommended charge is \$8.95 and 5000 gallons and up the current rate is \$8.77 and the recommended charge is \$10.95.

The current base fee on the wastewater is \$21.39 and the recommendation is to stay at the same fee. The volumetric fee is currently at \$5.60 and is recommended to be reduced to \$3.67 per 1,000 gallons.

In 2008, the City raised water rates and then in 2011 the City Council reviewed those rates and they were reduced at that time and those rates have stayed in place since 2011. When we went through the review in 2014 and we are at 2017. We looked at the operational cost of the system this past year and the system actually ran in a deficit of about \$1.4 million dollars and it is projected to have a deficit in 2017/2018 fiscal year of about \$1.8 million dollars. The existing deficit and the projected deficit is the bases for a recommendation to increase those water rates.

At the same time in looking at the wastewater charges, those charges have been recommended to be reduced.

In 2018, the wastewater utility rate was adjusted and we set a rate of \$21.39 with the volumetric charge of \$4.98. That was reviewed again in 2011, the base rate stayed the same and the volumetric fee was increased to \$5.60. The recommendation is to maintain the base rate of \$21.39 and reduce the volumetric charge to \$3.67.

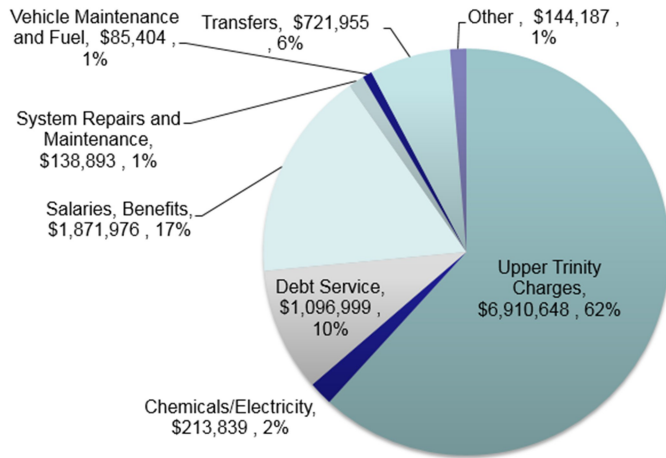
Step 1: Revenue Requirements

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

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



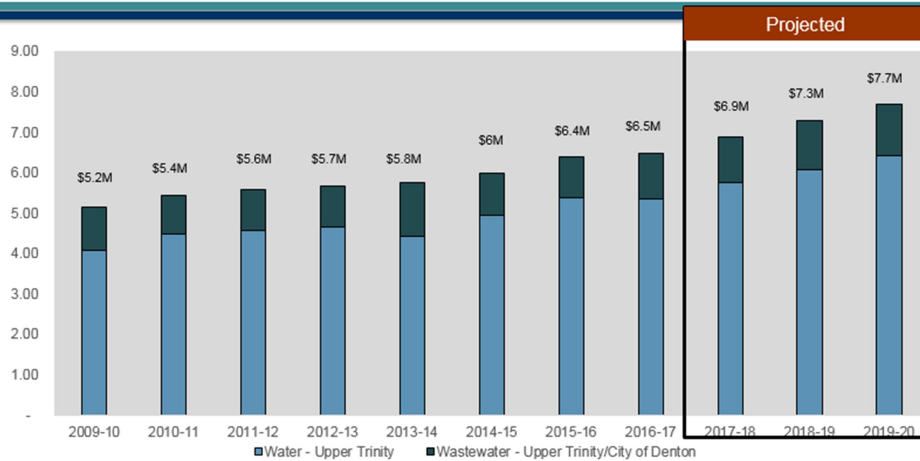
Step 1: Revenue Requirements



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



Water/Wastewater Purchase Costs



The City's water purchase rates from Upper Trinity have increased by 16.81% since 2011.

Since 2011, the City's wastewater purchase rates have increased by 14% from Upper Trinity and the City of Denton.

The projected annual increase for FYE 2018-2020 is 5%.



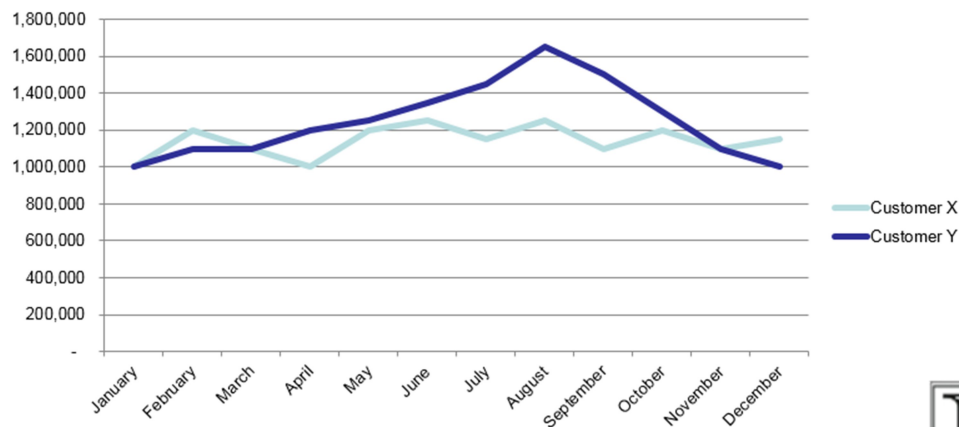
Step 2: Functionalization

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



Step 3: Cost Allocation

- Recognizes different usage patterns of customer classes



Step 4: Rate Design

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



Step 4: Rate Design

- Water Utility
 - Base Fee

Base Fees	Current Rate	Recommended Rate	Customer Count
5/8 x 3/4	\$23.27	\$31.23	6,873
full 3/4	\$32.24	\$34.36	16
1 inch	\$32.25	\$43.73	95
1 1/2 inch	\$65.15	\$65.15	55
2 inch	\$100.70	\$100.70	78
3 inch	\$210.25	\$343.56	13
4 inch	\$330.10	\$437.26	2
6 inch	\$660.95	\$660.95	1
10 inch	\$1,510.65	\$1,510.65	1



Step 4: Rate Design

- Water Utility
 - Volumetric Charge – Residential

Volumetric Charges - Residential	Current Rate	Recommended Rate	Customer Count
0-10000	\$2.77	\$4.95	4,022
10001-25000	\$4.77	\$6.95	2,297
25001-50000	\$6.77	\$8.95	448
50000 up	\$8.77	\$10.95	33



Step 4: Rate Design

- Water Utility
 - Volumetric Charge – Commercial

Volumetric Charges - Commercial	Current Rate	Recommended Rate	Customer Count
0-10000	\$3.68	\$4.75	113
10001-25000	\$4.68	\$5.75	52
25001-50000	\$5.68	\$6.75	59
50000 up	\$6.68	\$7.75	110



Step 4: Rate Design

- Wastewater Utility

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

Customer Class	Wastewater (Gallons)	Customer Count	Average Gallons
Residential	32,593,733	6,589	4,947
Commercial	7,765,808	148	52,472



Residential Water Rate History

- Volumetric Charge – Residential

Volumetric Charges - Residential	2008 -2010	2011 -2017	Recommended Rate
0-10000	\$3.20	\$2.77	\$4.95
10001-25000	\$5.20	\$4.77	\$6.95
25001-50000	\$7.20	\$6.77	\$8.95
50000 up	\$9.20	\$8.77	\$10.95

- No Changes in Base Rate since 2008



Commercial Water Rate History

– Volumetric Charge – Commercial

Volumetric Charges - Commercial	2008-2010	2011-2017	Recommended Rate
0-10000	\$4.51	\$3.68	\$4.75
10001-25000	\$4.51	\$4.68	\$5.75
25001-50000	\$4.51	\$5.68	\$6.75
50000 up	\$5.51	\$6.68	\$7.75

– No change in base rate since 2008



Wastewater Rate History

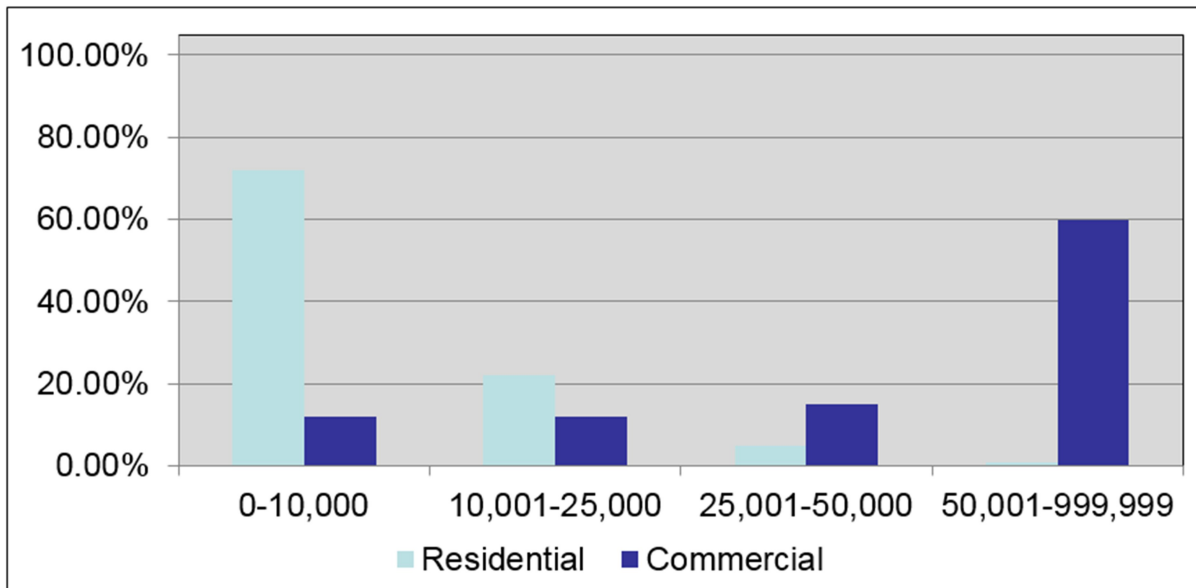
	2008-2010	2011-2017	Recommended Rate
Base Fee	\$21.39	\$21.39	\$21.39
Volumetric Fee	\$4.89	\$5.60	\$3.67



Average Customer Rate Comparison



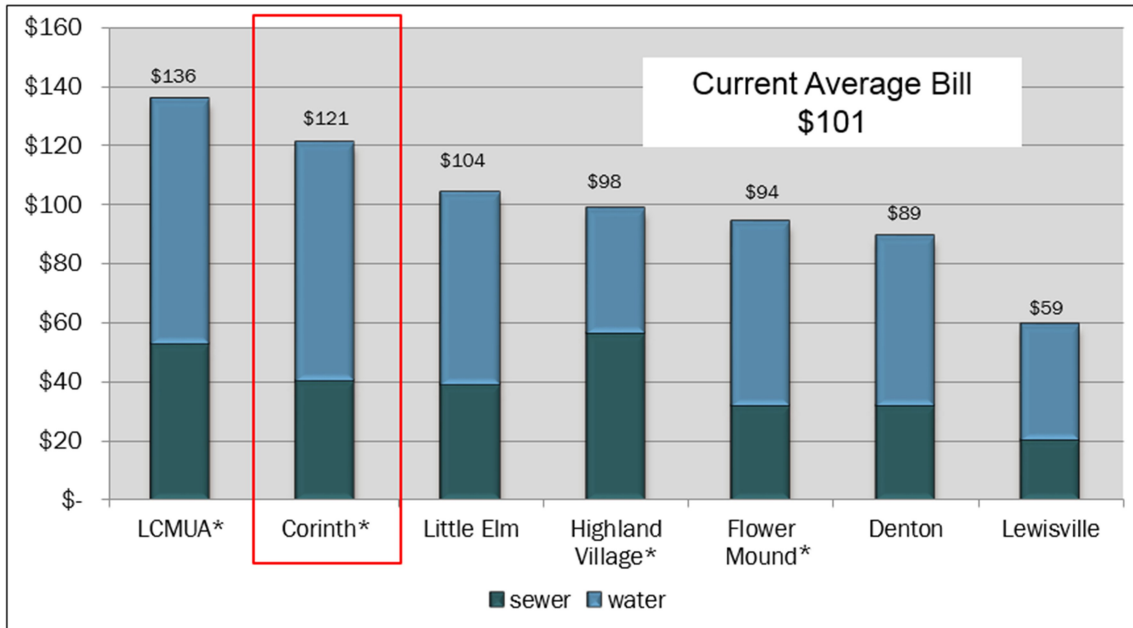
Utility Customers Based on Usage



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

Average Residential Customer Impact

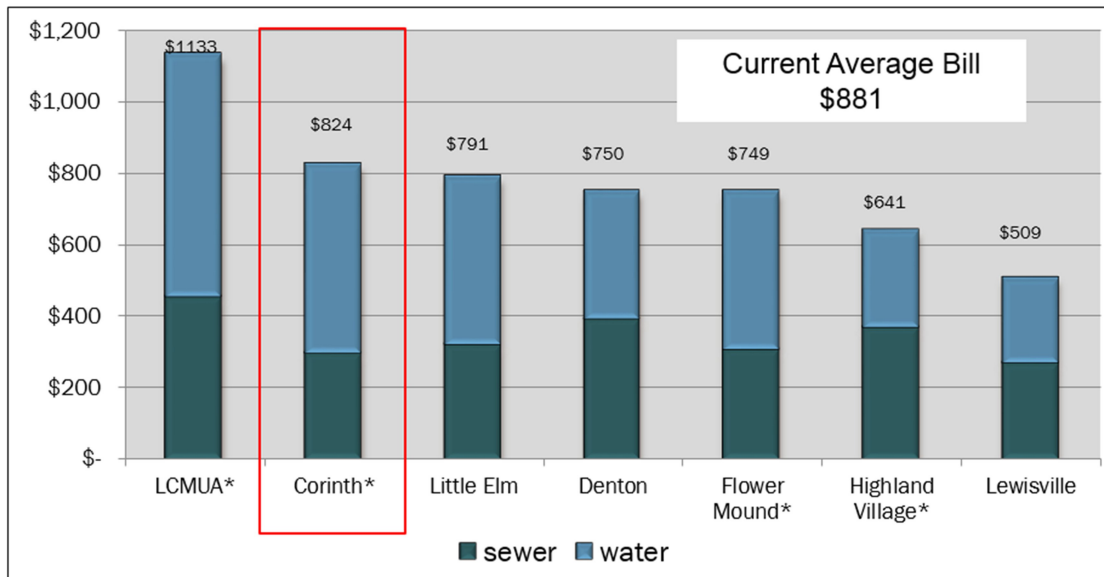
Based on 10,000 gallons water and 5,045 gallons sewer per month



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

Average Commercial Customer Impact

Based on 75,000 gallons water and sewer per month



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

Lisa Clawson, 1411 Park Place - against the proposed water rate increase.

Patrick Hamilton, 1305 Corinth Bend - against the proposed water rate increase.

Greg Shappa, 2713 Skyview - against the proposed water rate increase.

Penny Ringener, 3909 Park Wood Drive - against the proposed water rate increase.

Brian Pickens, 3012 Blake Street - against the proposed water rate increase.

Larry Cleveland, 1607 Creekside Drive - against the proposed water rate increase.

Daniel Martinez, 3303 Windridge Lane - against the proposed water rate increase.

Barbara Osborne, 1902 Twin Brook Turn - in favor of the proposed water rate increase.

Dennis Dotson, 4408 Grassy Glen - against the proposed water rate increase.

Mica Davis, 1901 Wickersham Lane - against the proposed water rate increase.

Robert Novinsky, 2212 Redrock Drive - against the proposed water rate increase.

Ruth Brosnan, 3647 Fairview Drive - against the proposed water rate increase.

Connie Prendergast, 2004 Fair Oaks Circle - against the proposed water rate increase.

Ron and Phyllis Taylor - 1731 Timber Ridge Circle - against the proposed water rate increase.

Mayor Heidemann closed the Public Hearing at 8:06 p.m.

BUSINESS AGENDA

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

Bob Hart, City Manager - tonight we brought you the recommended increases for your consideration.

MOTION made by Councilmember Garber to table until Budget Season begins. Seconded by Councilmember Glockel.

AYES: Burke, Garber, Johnson, Harrison, Glockel

NOES: None

ABSENT: None

MOTION CARRIED

10. Consider and act on a request from the applicant Don Paschal, authorized representative for the property owner, Huffines Children's Trust for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow grading, fill dirt and the removal of trees that are protected under the Landscape and Tree Preservation Ordinance prior to release of Construction Plans on a site being 13.773 acres out of the E.A. Garrison Survey, Abstract No. 511 in the City of Corinth, Denton County, Texas. (This site is located on the west side

of I-35E and the east side of Tower Ridge Drive, south of Lake Sharon Drive.)

Mayor Heidemann recused himself from discussion on item #10.

Mayor Pro-Tem Harrison recessed the meeting at 8:10 p.m. and reconvened the meeting at 8:16 p.m.

Fred Gibbs, Planning and Development Director - what is being requested tonight is a major subdivision waiver to allow early grading on the site prior to the full construction release of the civil. We are very close at having all the civil addressed. I think we are within weeks of having it completed, but just in case of not getting there we are running this waiver with the applicant to endure them the ability to start some early grading and tree removal as part of the development process.

The Planning and Zoning Commission and staff both recommend approval of the major waiver. We would ask the City Council to add the condition of meeting the City's engineer's comments.

Don Paschel, Representative for Huffines - this request is to mainly allow us to get moving on the dirt work. The objective is to move us as rapidly as we can to be able to have the project coming out of the ground quickly.

MOTION made by Councilmember Johnson to approve the request for the major subdivision waiver as presented and subject to any recommendations from the engineering letters. Seconded by Councilmember Glockel.

AYES: Burke, Garber, Johnson, Harrison, Glockel

NOES: None

ABSENT: None

MOTION CARRIED

11. Consider adoption of an ordinance authorizing the issuance and sale of City of Corinth, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Bob Hart, City Manager - items #11 and #12 are inter-related. The first is dealing with issuance of Certificates of Obligation of the projects with the Public Safety building, fire station #3 and the Lake Sharon extension.

Marty Shew, Financial Advisor, First Southwest - you had two series of bonds that were sold separately today. The General Obligation Refunding Bonds, you received 8 bids and the lowest bid came in from J.P. Morgan Securities L.L.C. with a rate of 1.92%. The same thing for the Certificates of Obligation, five bids were received and the lowest bidder was Robert W. Baird & Co, Inc. with a 3.03% true interest cost.

This is the final step of the bond issuance process. By adopting the Ordinances under the two items before you, you are effectively accepting these terms of locking these interest rates in to place and then we will move towards closing which is scheduled for August 3, 2017.

Councilmember Glockel - is there anything due from the City in 2018?

Marty Shew, Financial Advisor, First Southwest - yes, there is an interest payment coming due in

2018. Your actual first payment will start February 15, 2018 and you will have interest only payments for the year 2018 and then the first principal payment hit on February 15, 2019.

MOTION made by Councilmember Johnson to approve the Ordinance authorizing the issuance and sale of City of Corinth, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject. Seconded by Councilmember Burke.

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

MOTION CARRIED

12. Consider adoption of an ordinance authorizing the issuance and sale of City of Corinth, Texas General Obligation Refunding Bonds, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Marty Shew, Financial Advisor, First Southwest - the refunding is being done strictly for savings of 2.4 million dollars in total gross savings averaging a gross savings of about \$240,000 for net present value of savings of 13.48%.

MOTION made by Councilmember Harrison to approve the ordinance authorizing the issuance and sale of City of Corinth, Texas General Obligation Refunding Bonds, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provisions relating to the subject. Seconded by Councilmember Burke.

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 - July 15th at 8:00 a.m. is the 5K Police Foot Pursuit starting at the high school.

Bob Hart, City Manager - we had discussed previously about having a policy workshop on July 13th and that has been cancelled.

Mayor Heidemann recessed the Regular Session at 8:45 p.m. * See Closed Session

CLOSED SESSION

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

the above listed agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code

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

Council met in Closed Session from 8:46 p.m. until 9:05 p.m.

Charles D. Simmons v. City of Corinth

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

Council met in Closed Session from 8:46 p.m. until 9:05 p.m.

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

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

There was no action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 9:06 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 Special Session

Meeting Date: 08/24/2017

Title: Denco Area 9-1-1 District FY 2018 DRAFT Financial Plan

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Resolution approving the "DRAFT" Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan.

AGENDA ITEM SUMMARY/BACKGROUND

On July 20, 2017, the Denco Area 9-1-1 District Board of Managers unanimously approved the enclosed financial plan for fiscal year 2018. The Texas Health and Safety Code requires emergency communication districts to submit the draft budget to its participating jurisdictions for review and comment period. After review and comment period, the District's board of managers adopts a budget for the next fiscal year. A copy of the statute and approval policy is included in Section 5 of the draft plan.

The District requests that the City of Corinth review the fiscal year 2018 proposed budget and submit comments to the Denco board prior to September 4, 2017. At its regular meeting September 7, 2017, the District's board of managers will consider final approval of the Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan. At that time, the board will consider responses to the draft budget.

If the District does not receive a response from individual jurisdictions, it will consider according to statute , that those jurisdictions support the draft budget.

RECOMMENDATION

N/A

Attachments

Resolution
2018 Draft Financial Plan

A RESOLUTION APPROVING THE "DRAFT" Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan, Pursuant to the Texas Health and Safety Code, Chapter 772, as Amended; and Providing an Effective Date..

WHEREAS, the Council of the City of Corinth has been presented the "DRAFT" Area 9-1-1 District Fiscal Year 2018 Financial Plan for consideration, in accordance with Section 772.309 Texas Health and Safety Code as, amended:

NOW THEREFORE THE COUNCIL OF THE CITY OF CORINTH, TEXAS HEREBY RESOLVES:

Section 1

That the City of Corinth, Texas hereby approves the financial plan.

Section 2

That this resolution shall become effective immediately from and after its passage. **PASSED AND APPROVED** this ___ day of _____, 2017

.ATTEST:

Kimberly Pence, City Secretary

Bill Heidemann, Mayor
City of Corinth, Texas

Denco Area 9-1-1 District

Fiscal Year 2018



DRAFT

Financial Plan

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Denco Area 9-1-1 District

**Fiscal Year 2018
Financial Plan**

Section 1

Preface

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Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067 ▪ Mailing: PO BOX 293058 ▪ Lewisville, TX 75029-3058

Phone: 972-221-0911 ▪ Fax: 972-420-0709

To: Denco Area 9-1-1 District Participating Jurisdictions

Date: July 21, 2017

Subject: Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan

The Denco Area 9-1-1 District Board of Managers, at its July 20, 2017, regular meeting, approved the “Draft” Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan and authorized the District’s staff to forward it to all participating jurisdictions for review and comment. On behalf of the Board, I request that your governing body review the following budget and provide us with any comments prior to September 1, 2017.

This financial plan reflects Denco's commitment to provide a state-of-the-art, high availability, emergency 9-1-1 system to the citizens of the district, while preserving our long term financial viability; a tradition that began 27 years ago on August 18, 1990, when the first 9-1-1 call was made in the Denco district.

As the increasingly mobile and data-centric populace demands more interactivity with the 9-1-1 system, and with the higher cost of providing advanced technology, we are mindful of the need for a sustainable approach and have taken a long-term look at both revenue and expenses. The recommended budget maintains the quality programs our partner agencies rely upon while taking important steps to enhance the level of services we deliver to all stakeholders.

For 2018, Denco’s budgetary focus will be on the Annex and backup PSAP, with minor system refinements and service enhancements across direct services.

At the time of this writing, Denco was breaking ground on its ICC-500, EF-5 tornado-rated Annex and backup PSAP. The 10-month project will span both the current fiscal year and fiscal year 2018, as reflected in the attached financial plan.

Denco is committed to providing our citizens the most technologically advanced and best managed systems and services available. Please review the attached budget and provide us with any comments, either in support of the plan as proposed, or suggestions for improvement. If you have any questions or need additional information, please do not hesitate to contact Mark Payne, our executive director, at (972) 221-0911 or by email at mark.payne@denco.org. The Denco Area 9-1-1 District Board of Managers will adopt a final 2018 budget during our regular meeting on September 7th.

The Denco Area 9-1-1 District Board of Managers and staff appreciate your support and confidence.

A handwritten signature in black ink, appearing to read 'Jack Miller'.

Jack Miller, Chairman
Board of Managers

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Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067 ▪ Mailing: PO BOX 293058 ▪ Lewisville, TX 75029-3058
Phone: 972-221-0911 ▪ Fax: 972-420-0709

To: Denco Area 9-1-1 District Participating Jurisdictions
Date: July 21, 2017
Subject: Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan

Enclosed is a copy of the “Draft” Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan for your jurisdiction’s review and comment. Texas Health and Safety Code requires the District to submit the draft budget to its participating jurisdictions for a 45-day review and comment period. After the review and comment period, the District’s board of managers will adopt a budget for 2018 based on the feedback received. A copy of the statute and approval policy is included in Section 5 of the draft budget.

At its July 20, 2017 regular meeting, the Denco Area 9-1-1 District Board of Managers unanimously approved the enclosed “Draft” financial plan to be submitted to its participating jurisdictions for consideration. The District requests that your jurisdiction review the proposed budget and submit comments to the Denco board prior to September 1, 2017. At its regular meeting on September 7, 2017, the Denco board will consider final approval of the 2018 Financial Plan. If the District does not receive a response from individual jurisdictions, it will assume, according to statute, that those jurisdictions support the draft budget.

Please fax responses to Denco at (972) 420-0709, email them to Carla Flowers, Director of Administration, at carla.flowers@denco.org or mail them to 1075 Princeton Street, Lewisville, Texas 75067. A PDF version of the 2018 financial plan can be downloaded from Denco’s website, www.denco.org.

The enclosed budget includes the following sections that provide an overview of both the operations of the Denco Area 9-1-1 District and its financial position:

Section 1: Preface

This section includes memorandums from Jack Miller, Chair of the Denco Board of Managers, and me. It provides a brief summary of the District’s strategic plans for fiscal year 2018 and an overview of the approval process.

Section 2: District Overview

The District overview provides a brief summary about the history of the Denco Area 9-1-1 District and its current operations. It also provides background information about the 9-1-1 system, its terminology and the benefits it provides.

Section 3: Financial Plan Summary

Section 3 includes an executive summary of the budget; providing an overview of the District's plans and their impact on its financial position. Also included is a Summary of Cost Classifications that briefly describes the expenditure categories included in the budget.

Section 4: Anticipated Revenues and Proposed Expenditures

Section 4 includes a spreadsheet that summarizes the overall budget for fiscal year 2018, followed by two worksheets that give more detail about the anticipated revenues and proposed expenditures for the year. The section also includes a five-year projection spreadsheet that depicts both the growth and decline of the District's fund balance and a graph reflecting the actual fund balance for the past five years and that projected for the next five.

Section 5: Reference Materials

The final section includes reference material that provides guidelines under which the District operates. Included are copies of resolutions defining the budget approval process, a copy of House Bill 1984 that provides the statutory requirements for budget approval and a copy of the legislation under which Denco operates.

The District is pleased to provide your jurisdiction with a copy of the "Draft" Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan for consideration. The plan provides the District the financial resources necessary to meet the fiscal year 2018 requirements.

If you have any questions, need additional information or would like for me to meet with your staff or governing body, please do not hesitate to call me at (972) 221-0911 or email me at mark.payne@denco.org. I would welcome the opportunity to meet with you and discuss the enclosed budget and the operations of the Denco Area 9-1-1 District.

Thanks for your continued support of the Denco Area 9-1-1 District.



Mark Payne, Executive Director

Denco Area 9-1-1 District

Fiscal Year 2018 Financial Plan

Section 2

District Overview

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DENCO AREA 9-1-1 DISTRICT

District Overview

Formation of the Denco Area 9-1-1 District

Legislation

During its 1985 session, the 69th Texas Legislature passed Article 1432e (Section 772, Texas Health and Safety Code), Emergency Telephone Number Act, which provided for the creation, administration, expansion, funding and dissolution of emergency communication districts in certain counties in Texas. The Emergency Telephone Number Act is the legislation under which the Denco Area 9-1-1 District operates.

Purpose

Section 772.302, Texas Health and Safety Code, states the purpose of the Act to be the following:

“To establish the number 9-1-1 as the primary emergency telephone number for use by certain local governments in this state and to encourage units of local governments and combinations of those units of local government to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, rescue and other emergency services.”

Creation of Denco Area 9-1-1 District

On August 8, 1987, Denton County held a special election to confirm the creation of the Emergency Communication District of Denton County and authorize a 9-1-1 emergency service fee, not to exceed 3.0% of the base rate of the principal service supplier per month, to be charged by the District for the purpose of establishing and maintaining E9-1-1 in Denton County. By a margin of 13,086 to

3,024, the voters favored the creation of the emergency communication district. After the special election, the city and county governing bodies within Denton County passed resolutions of participation. The resolutions stated that the city or county would become a participating jurisdiction in the District pursuant to the provisions of the Emergency Telephone Number Act.

The participating jurisdictions of the District are the following:

<i>Argyle</i>	<i>Hackberry</i>	<i>Northlake</i>
<i>Aubrey</i>	<i>Hebron</i>	<i>Oak Point</i>
<i>Bartonville</i>	<i>Hickory Creek</i>	<i>Pilot Point</i>
<i>Carrollton</i>	<i>Highland Village</i>	<i>Ponder</i>
<i>Copper Canyon</i>	<i>Justin</i>	<i>Providence Village</i>
<i>Corinth</i>	<i>Krugerville</i>	<i>Roanoke</i>
<i>Corral City</i>	<i>Krum</i>	<i>Sanger</i>
<i>Cross Roads</i>	<i>Lake Dallas</i>	<i>Shady Shores</i>
<i>Denton</i>	<i>Lakewood Village</i>	<i>The Colony</i>
<i>DISH</i>	<i>Lewisville</i>	<i>Trophy Club</i>
<i>Double Oak</i>	<i>Little Elm</i>	<i>Unincorporated Denton County</i>
<i>Flower Mound</i>		

On December 8, 1987, the District's board of managers ordered the levy and collection of the emergency service fee to commence with the January 1988 billing cycle. The board ordered the service fee, collected by the telephone companies, to be charged at a rate of 3.0% of the current base rate of GTE Southwest (now Frontier). In 1992, the board capped the emergency service fee, for basic levels of wireline telephone service charged to customers in the district, at \$0.27 for residential customers, \$0.71 for business customers and \$1.13 for trunks.

On June 28, 1988, the board of managers named the Emergency Communications District of Denton County, Denco Area 9-1-1 District.

Organizational Structure

The board of managers is the governing body for the Denco Area 9-1-1 District. The county, participating cities and the Denton County Fire Chiefs Association appoint the board. Board members serve staggered two-year terms and are eligible for reappointment. The following members currently sit on the board of managers:

Board Member

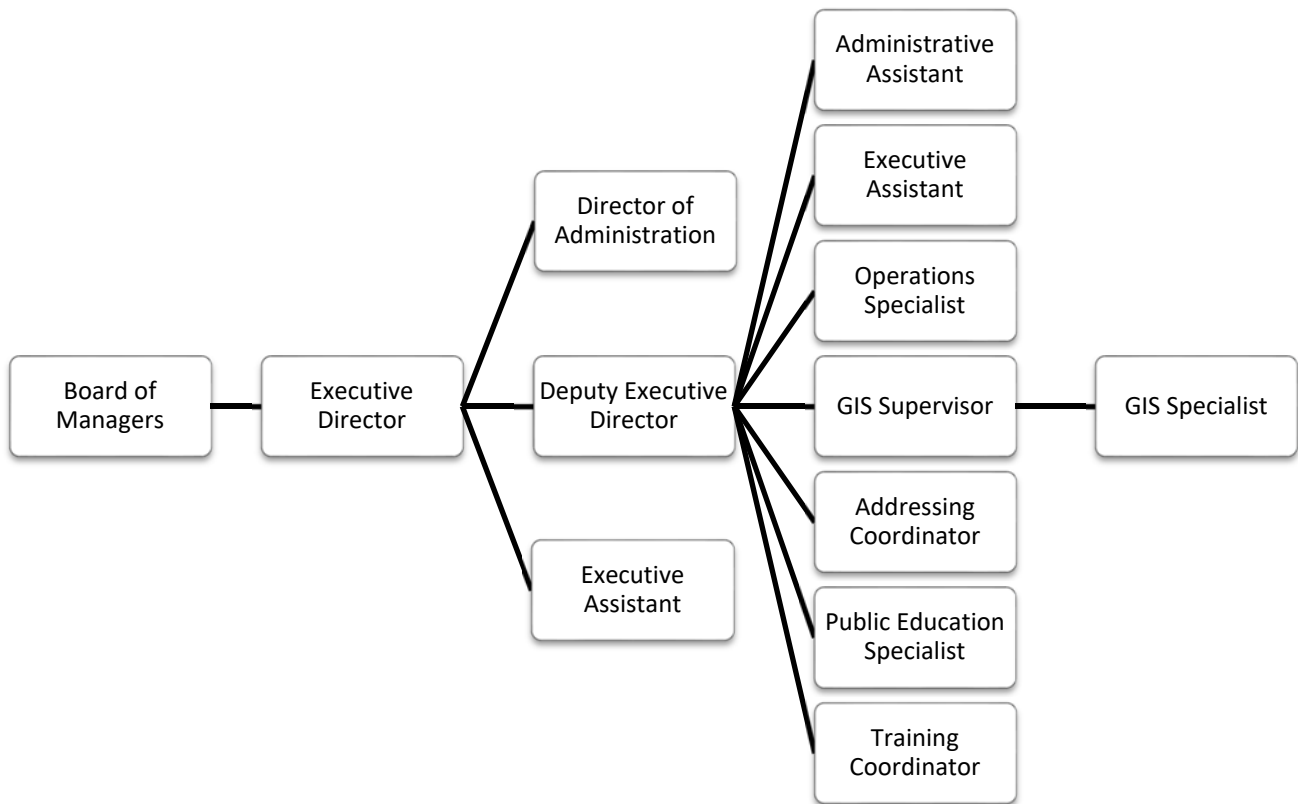
Represents

Mr. Jack Miller, Chair	Denton County Commissioners Court
Mr. Bill Lawrence, Vice Chair	Denton County Commissioners Court
Asst. Chief Terry McGrath, Secretary	Denton County Fire Chiefs' Association
Mayor Sue Tejml	Participating Municipalities
Mr. Jim Carter	Participating Municipalities
Mr. Rob McGee	Verizon Business, Advisory

The Emergency Telephone Number Act states, "...the board shall manage, control and administer the District. The board may adopt rules for the operation of the District." The legislation also allows the board to appoint a director of communications for the District who serves as its general manager. The director, with approval from the board, manages the services necessary to carry out the purposes of the Emergency Telephone Number Act.

The Denco Area 9-1-1 District's staff is responsible for performing all the duties that may be required for the District to accomplish its mission within the framework provided by the board. The "Draft" Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan provides for sixteen full-time staff members who provide the planning, operations, and maintenance functions for the District. The organizational structure of the District includes Administration and Operational program areas that serve the 9-1-1 PSAPs and emergency service providers within the district. Operational program areas—sometimes referred to as Direct Services—include: 9-1-1 Systems, Public Education, and Training and Education Development.

Included in the organizational chart on the following page, are the titles of staff members in each functional area.



Mission, Values and Goals Statement

Mission

The mission of the Denco Area 9-1-1 District is to provide an efficient, effective enhanced 9-1-1 emergency telecommunications system that assists its member jurisdictions in response to police, fire and medical emergency calls.

Values

The Denco Area 9-1-1 District pledges to uphold the following values:

Value 1: The control of District operations is the responsibility of member jurisdictions and the board of managers.

Value 2: The District will provide the most reliable, efficient, cost-effective and proven technologies within available resources.

Goals

The Denco Area 9-1-1 District has the following goals that support its endeavor to carry out its mission.

Goal 1: To represent the interests of member jurisdictions, emergency service providers and end users by establishing and providing the means for the Denco Area 9-1-1 District to accomplish its mission, values, goals and objectives.

Goal 2: To manage the Denco Area 9-1-1 District in an objective, efficient, effective and responsive manner.

Goal 3: To increase public awareness of 9-1-1 issues and promote the proper use of the 9-1-1 system.

Goal 4: To provide training programs which enable Public Safety Answering Point (PSAP) personnel to effectively process 9-1-1 calls.

Goal 5: To provide and maintain advanced, effective 9-1-1 Systems that are compatible with changing communication technologies.

Goal 6: To assure that 9-1-1 calls, from all sources, are routed properly to PSAPs and that PSAPs have the most accurate, reliable, and useable data at all times.

Designated Core Competencies

The Denco Area 9-1-1 District has identified the following core competencies as a means for measuring its efficiency, effectiveness and overall performance.

Integrity/Honesty

Instills mutual trust and confidence; creates a culture that fosters high standards of ethics; behaves in a fair and ethical manner toward others, and demonstrates a sense of corporate responsibility and commitment to public service.

Responsive Customer Service

Balancing interests of a variety of clients, readily readjusts priorities to respond to pressing and changing client demands. Anticipates and meets the needs of clients; achieves quality end products; is committed to continuous improvement of services.

Team Work

Encourages and facilitates cooperation within the organization and with customer groups; fosters commitment, team spirit, pride, and trust. Develops leadership in others through coaching, mentoring, rewarding, and guiding employees. Actively participates in healthy debate and discussion sharing personal points of view and rational for individual thinking; once decision has been made, openly supports and owns the majority decision as if it were his or her own; doesn't undermine or second guess majority decision after the fact.

Flexibility

Open to change and new information; adapts behavior and work methods in response to new information, changing conditions or unexpected obstacles. Adjusts rapidly to new situations warranting attention and resolution.

Decisiveness

Exercises good judgment by making sound and well informed decisions; perceives the impact and implications of decisions; makes effective and timely decisions, even when data is limited or solutions produce unpleasant consequences; is proactive and achievement oriented.

Background Information

What is E9-1-1?

Enhanced Nine-One-One (E9-1-1) is a single, easy-to-remember number used when reporting emergencies to fire, police and emergency medical service providers. The E9-1-1 system, operational in the Denco Area 9-1-1 District, is designed to automatically route any 9-1-1 call, placed from a telephone instrument (including wireless and Internet) within the District's geographical boundaries, to the proper public safety answering point (PSAP) responsible for dispatching emergency services to the caller. (At the current time, there are limitations to both wireless and Internet location technologies.)

Benefits of E9-1-1

The E9-1-1 system has enhanced the ability of emergency service providers to save the lives and property of citizens in the Denco Area 9-1-1 District. Some of the direct benefits of the emergency communication system provided by Denco are the following:

- Only one three-digit number to remember in an emergency situation.
- The 9-1-1 call is routed to the proper agency responsible for dispatching help to the caller.
- Trained telecommunicators answer 9-1-1 calls. (In the Denco Area 9-1-1 District, telecommunicators are trained to provide emergency medical dispatch, thus reducing response time for medical emergencies.)
- Telecommunicators have the equipment and training necessary to communicate with hearing/speech impaired callers using TTY equipment as well as via text messages to 911.
- The caller's name, address and telephone number, as well as the proper fire, police and emergency medical service designated to respond to the caller's address, is automatically provided to the telecommunicator; thus reducing total response time. In the event the caller is unable to speak, the telecommunicator has the ability to dispatch help to the caller's location that is provided by the E9-1-1 system.
- All PSAPs in the Denco Area 9-1-1 District are part of a common network, allowing each to transfer calls, conference multiple PSAPs and/or share information within a closed system.
- ANI/ALI information provides a means to control and reduce prank calls.

- The public education programs associated with E9-1-1 promote citizen awareness and involvement with emergency service providers.
- The E9-1-1 system enhances local government's ability to address the ever growing public expectation of emergency services created by the technology vendors, the media and popular television programming.
- The E9-1-1 system is designed to allow PSAPs the ability to directly transfer a caller to another public safety agency or poison control center.
- The E9-1-1 system will identify calls from wireless and Internet phones, advising the telecommunicator to ask proper questions to determine the location of the emergency. Phase I provides the caller's telephone number so that the telecommunicator has the ability to reconnect if the call is terminated. Phase II provides additional location information to telecommunicators. Location information for Internet phones (VoIP) is typically entered by the subscriber through a website.
- The system has the ability to identify telephone companies serving 9-1-1 callers, thus streamlining the process.

Glossary of Terms

9-1-1 (Nine-One-One). A designated easy-to-remember, easy-to-call, three-digit emergency telephone number developed to provide citizens with a reliable, fast and convenient way to access fire, police, or medical service in the event of an emergency.

ANI (Automatic Number Identification). ANI is the feature that provides the caller's telephone number on a console at the PSAP.

ALI (Automatic Location Identification). ALI provides the caller's name and address on a computer monitor at the PSAP along with the name of the correct police, fire and emergency medical services designated to respond to the caller's location. Callers should always know their location in the event the ALI information is not available because of limited technology.

Database. The 9-1-1 Database is the information accompanying a 9-1-1 call at the PSAP. The information provided is the caller's name, address and telephone number, as well as the emergency service providers designated to respond to the caller's address. The database information is not always available from wireless and VoIP callers.

E9-1-1 (Enhanced 9-1-1). The system that is operational in Denton County providing SR, ANI and ALI (defined below).

ESInet (Emergency Services IP Network). An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks).

GIS (Geographic Information Systems). The technology used to develop and display the mapped data used to locate 9-1-1 callers.

i3 or i3 PSAP (See also NG9-1-1). NENA's Detailed Functional and Interface Standard for NG9-1-1 (i3), which describes a PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA specifications for such PSAPs.

IWS (Integrated Workstation). The computerized 9-1-1 answering equipment provided by Denco that gives telecommunicators, in addition to the 9-1-1 function, additional tools such as computer-aided dispatch, paging, mapping and radio communications. Denco has 64 integrated workstations at its eleven (11) operational, and one (1) backup, PSAP(s).

NG9-1-1 (Next Generation 9-1-1). NG9-1-1 is an Internet Protocol (IP)_based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency service organizations. Denco migrated to NG9-1-1 in April 2014.

Phase I. Wireless Phase I Enhanced 9-1-1 is the Federal Communication Commission (FCC) mandate to the wireless telephone industry and to 9-1-1 requiring the routing of wireless 9-1-1 calls to appropriate PSAPs and the provision of the callers' ANI to the telecommunicators.

Phase II. Phase II provides the approximate geographic location of wireless callers, in addition to the FCC's Phase I enhancements.

PSAP (Public Safety Answering Point). The location of the equipment used to answer 9-1-1 emergency calls. The following are the eleven (13) PSAPs that are currently capable of answering 9-1-1 calls in the Denco Area 9-1-1 District:

- | | |
|-------------------------------------------------------------|---------------------------------------------|
| City of Denton Police Department | City of Roanoke Police Department |
| Denton County Sheriff's Office | City of The Colony Police Department |
| Town of Flower Mound Police Department | University of North Texas Police Department |
| City of Highland Village Police Department | Texas Woman's University Police Department |
| City of Lewisville Police Department | Host A Backup PSAP |
| North Texas Emergency
Communications Center (Carrollton) | Host B Backup PSAP and Training Center |

Public Safety Telecommunicator. The individual answering the 9-1-1 calls; trained to communicate with persons seeking emergency assistance and with agencies and individuals providing such assistance.

SR (Selective Routing). Selective Routing provides automatic routing of 9-1-1 calls, based on the caller's location, to the appropriate PSAP. The caller is not required to determine which public safety agency to call. Callers using wireless or VoIP telephones should know their location because the routing technology is not as accurate for these services.

Denco Area 9-1-1 District

**Fiscal Year 2018
Financial Plan**

Section 3

Financial Plan Summary

Summary of Cost Classifications

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DENCO AREA 9-1-1 DISTRICT

Fiscal Year 2018 Financial Plan Summary

The 2018 Financial Plan for the Denco Area 9-1-1 District provides funding for the continued delivery of high-quality services that the citizens and PSAPs in the Denco district have come to rely upon for the past 27 years. Those trusted services include: the support of all elements of the 9-1-1 system (e.g. database, routing, network and equipment) throughout the district; addressing and mapping services; public education and training services; and the continuing legislative and regulatory advocacy services that Denco provides in Austin and Washington D.C. In addition to these ongoing services, the District is continually updating its strategic plans to focus on providing the most efficient and effective services available within its financial resources.

Financial Plan Overview

Section 4 of the Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan provides the following spreadsheets that summarize the budget: “Summary of Anticipated Revenues and Proposed Expenditures”; “Anticipated Revenues, Proposed Expenditures”; and “Five Year Projections”. Also provided, following the spreadsheets is a graph that depicts the Cash Fund Balance (Assigned and Unassigned). It provides a picture of the actual change in fund balance from fiscal year 2010 through estimated 2017, and projections through 2022.

Denco has no debt at the current time. It prides itself in being fiscally responsible by planning and saving to meet future funding requirements. Recent planning and service fee adjustments ensure Denco’s financial stability into the future by projecting resources necessary to provide enhanced mission critical services.

Summary of Anticipated Revenues and Proposed Expenditures

The summary spreadsheet provides information about the financial position of the District at the beginning of fiscal year 2018, its projected revenues and expenditures for the year, and the financial position at the end of the year. The Beginning of Year Fund Balance for fiscal year 2018 represents the total cash and invested funds balance estimated at the end of the current fiscal year. The End of Year Total Fund Balance at the end of fiscal year 2018 will decrease by

\$2,761,267 as Denco completes construction of its Annex and hardened backup Public Safety Answering Point.

Revenues

During the board budget workshop the board of managers ordered the wireline service fees for fiscal year 2018 set to 3% of the current tariff base rate, as established by voters in 1988.

Total revenues anticipated for fiscal year 2018 are \$5,942,525 with 98.5% being derived from 9-1-1 service fee revenue. The wireless service fee growth rate is projected to be 2.5%. Estimated interest earned on investments is projected to decrease slightly to \$30,000 as cash and investment funds are drawn down during the construction of the Annex. Total revenue anticipated for fiscal year 2018 is projected to be \$888,805 more than the fiscal year 2017 estimated budget.

The following summarizes assumptions utilized in forecasting fiscal year 2018 revenues:

Service Fee Revenue Assumptions

- Incumbent Local Exchange Carriers (i.e. Frontier, AT&T, and CenturyLink) access lines will continue to decline, but due to resetting the service fees, overall revenue will increase. Access line decreases will continue in the future due to the continued consumer migration from traditional wireline services to Voice over IP (VoIP) and digital voice services.
- Wireless 9-1-1 service fee revenues will continue to grow at approximately 2.5%.

Non-Service Fee Revenue Assumptions

- The construction of the Annex will dramatically reduce the availability of investment funds. Interest revenue is estimated to be \$30,000 for the fiscal year.
- Denco will continue to charge a nominal fee to training program participants from outside the district. Fiscal year 2018, training program revenue will remain steady at \$25,000.
- The North Texas Emergency Communications Center will continue to fund additional GIS coordination services at \$15,000.

- Denco and Denton County have a long-standing agreement for Denco staff to coordinate the issuance of addresses in unincorporated Denton County. This agreement will be continued at the previously established rate of \$20,000 per year.

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Expenditures

The total expenditures proposed in the fiscal year 2018 financial plan reflect a \$2,151,325 increase in spending when compared to the estimated expenditures for fiscal year 2017, including capital costs for construction of the Annex.

Without considering capital costs, there is a \$226,325 increase in the proposed budget from the FY2017 estimated expenditures or \$156,285 increase from the FY2017 approved budget.

Personnel

Total personnel expenditures proposed in 2018 are \$1,491,032, or 17.1% of the total budget, representing a decrease in this budget section of \$10,292 when compared with the estimated fiscal year 2017 budget. This small decrease is a result of reducing the elective TCDRS contribution rate. In FY2018, Denco will pay 3 months at the currently elected rate of 16% of salary for plan year 2017, and 9 months at the newly required rate of 5.7% of salary for plan year 2018.

The personnel budget includes an increase in employee insurance premiums. Health insurance costs through TML MultiState IEBP will increase by 20.0% with dental premiums remaining unchanged for 2018.

The salary line item represents a 3.5% increase to provide for market movement pay adjustments and potential merit-based pay increases during fiscal year 2018.

Total benefit expenditures proposed in fiscal year 2018 are \$46,194 less than estimated in the current fiscal budget, representing 28.8% of the total personnel budget.

Administration

The total administration expenditures proposed for fiscal year 2018 is \$370,560 or 4.3% of the total budget expenditures. Proposed spending is \$5,267 more than estimated fiscal year 2017 spending.

The budget includes funds to replace Denco's administrative telephone system with a new, feature rich, VoIP system with the capacity to serve both the existing administrative facility and the new Annex and hardened backup PSAP.

Direct Services

Direct Services expenditures are the core mission of the District and include 9-1-1 technical and operational elements, Geographic Information Systems and database, the training program, public education, and supporting capital projects. These services account for 32.6% of the fiscal year 2018 budget.

Technical Services

Fiscal year 2018 will focus on enhancing project planning to support the relocation of the Denco 9-1-1 host equipment from the current facility to the new hardened Annex. This relocation will dramatically improve the system survivability in the event of adverse weather or other catastrophic incidents. Technical staff will methodically plan the relocation to ensure there is no operational downtime as a result of the move.

During fiscal year 2017, technical staff hours were expanded to provide a more coverage and greater accessibility for PSAPs. Denco technical staff are on-duty during normal business days from 6:00 a.m. until 9:00 p.m. This scheduling approach provides for enhanced monitoring, troubleshooting and response to all network and equipment situations. The expanded hours also support improved coordination with network and other service providers.

Cybersecurity continues to be an integral part of Denco's focus to ensure the reliability of its 9-1-1 systems. Denco staff monitors constantly changing threats and vulnerabilities using both prevention and detection approaches. Denco continually strives to comply with industry best practices such as the NENA security standard 75-001, NENA Security for Next Generation 9-1-1 Standard (NG-SEC), recommendations of the Multi-State Information Sharing and Analysis Center (MS-ISAC), a division of the Center for Internet Security and the US Department of Homeland Security, and the National Institute of Standards and Technology. This proposed fiscal year 2018 budget includes increased expenditures to maintain security of Denco 9-1-1 and administrative networks.

This year, Denco has completed several equipment projects to enhance PSAP agency operations, such as expanding the number of 9-1-1 workstations at the Highland Village Police Department and The Colony Police Department. New 24-key programmable desktop keypads are installed at all workstation in the district to access common phone functions easier and more quickly.

The North Texas Emergency Communications Center in Carrollton recently transitioned to an automatic call distribution (ACD) approach in an effort to provide better distribution of incoming calls and more accountability for call processing. Denco programmed and installed an activity display board at NTECC to identify the number of active agents, number of agents committed to calls, number and category of incoming calls and amount of time the longest ringing call has been in queue to provide enhanced operational oversight.

The proposed budget includes ongoing costs associated with maintenance and operation of the jointly owned public safety microwave system. Denco technical staff recently coordinated a project with Denton County to identify and document necessary microwave system technology enhancements. The current technology will place increased risk on system operational reliability unless proactive investments are strategically planned. Both agencies have reviewed the budgetary impact of replacing outdated equipment supporting the decade old system and has projected expenditures for fiscal year 2019, which begins October 1, 2018. Technical staff will complete operational planning for the system upgrade during the current fiscal year so that this critical public safety infrastructure need proceed, as recommended.

Geographic Information System Services

The project to enhance Denco's GIS data to support current and next generation 9-1-1 services has progressed significantly due to extensive efforts of Denco staff and refocused coordination with local partner agency's GIS departments. The enhanced data provides increased mapping accuracy for today's public safety response and readiness for future 9-1-1 call routing technology. The GIS accomplishments in this area include development and implementation of GIS workflows with all stakeholders, development and implementation of NG9-1-1 GIS and standard operating procedures, aggregation of partner jurisdiction data to the regional dataset and implementation of concise quality assurance/quality control processes.

Detailed quality assurance/quality control (QA/QC) reports are compiled monthly by comparing each data element to a corresponding data set to determine inconsistencies. Inconsistencies in the data are considered errors and are assigned to staff for resolution. Staff has made significant progress in error identification and correction and will continue enhancing this critical data for full NG9-1-1 implementation.

Denco staff completes regular routing audits for wireless sectors within the district. After a review of actual call location data for 9-1-1 calls handled by specific

wireless sectors staff validated or modifies routing determinations with the goal of minimizing the number of 9-1-1 transfers. During the wireless routing audits, Denco determined that PSAPs not previously deployed for phase II enhanced wireless 9-1-1 should be receiving wireless 9-1-1 calls directly. Denco has completed work with wireless service providers to implement enhanced wireless 9-1-1 for Highland Village, and Roanoke bringing all current PSAPs to primary Phase II status.

PSAP Support Services

Denco has expanded its recruiting and testing programs in support of partner agency telecommunicator hiring processes. The Denco program provides mass media recruiting, participation in job fairs, and supplemental materials describing a career as a 9-1-1 telecommunicator. Additionally, interested candidates participate in centralized orientation and screening activities conducted by Denco on behalf of local agencies. The proposed budget includes support for ongoing recruiting and testing activities.

Denco achieved its statutory obligations to support the implementation of Kari's Law. This new law requires direct dialing capability for 9-1-1 from a multi-line phone system (e.g. hotels, motels, businesses). No prefix digits, such as "9", are required to get an outside line in order to call 9-1-1.

Training Services

Denco recently achieved accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA). The Denco Area 9-1-1 District's training program is the first and only non-law enforcement entity focused on 9-1-1 telecommunicators to receive national accreditation. The agency also maintains its status as a contract training provider for the Texas Commission on Law Enforcement (TCOLE).

As part of the accreditation and TCOLE assessment activities, Denco conducted a close examination of its training support materials, records and processes at a level of detail that has not been normal in day-to-day operations. Denco has implemented structured operating procedures and has updated all lesson plans providing the foundation of the district's training program. CALEA standards and Denco policy requires an annual review of all curriculum to ensure the material is up-to-date, comprehensive and continually improved.

The proposed budget continues Denco's robust training program. Resources are included for both local instructors and national public safety experts to support filling gaps identified in the annual formal training needs analysis.

Public Education Services

Denco provides marketing and public education messages to select groups, and the public in general, supporting a philosophy that a caller who knows when and how to use 9-1-1 effectively, can make a significant difference in the outcome of an emergency.

During the current fiscal year, Denco has focused on strengthening relationships with public and private schools and various community groups. The public education staff has increased engagement with partner agency representatives such as PIOs, Media and Community Outreach representatives and public education/marketing staff and is focused on identification of additional community events that are appropriate venues for public education activities.

Denco staff coordinated with local jurisdictions to include information about text-to-911 in various governmental newsletters, an educational brochure, and a short video played in local movie theaters. The end of school year campaign targeted approximately 70,000 elementary school students with a summer safety message in both English and Spanish.

Denco provided information to chambers of commerce concerning text-to-911 and Kari's Law for distribution to their membership. In addition, Denco secured full-page advertisement in the Lewisville Chamber Directory and the Destination Denton magazine highlighting these two important topics and directing citizens to the Denco web pages for additional information.

Denco secured a retail kiosk at Golden Triangle Mall for the summer. The kiosk, located near the children's play area, is stocked with various public safety brochures and signage and is staffed by Denco's public education specialist at various times throughout the week.

Denco participated in the regional media campaign with the Tarrant County 9-1-1 District and the North Central Texas Council of Governments. The "Know your Location" public service announcement was broadcast more than 175 times on several local stations including KTVT, KXAS, WFAA and KXTX (Spanish). Additionally, the PSA was broadcast in a combination of zoned cable, zoned ATT, DISH and cable super zones. The public service announcement distributed via Pandora provided approximately 1.8 million impressions and outreach targeted to the Vietnamese community included 112 announcements on Radio Saigon. Two outdoor billboards in the district, located at I-35E south of Sandy Lake Road and on FM 1171 west of 121 Business advertised the know your location message during the Spring campaign.

To enhance marketing and promotional communications, Denco has published and distributed the first issue of a newsletter titled, The Line. This recurring newsletter is distributed to all elected officials, city chief administrators and public safety agency directors to provide timely and relevant information concerning Denco's administration, programs and activities.

Five Year Projections

The Five Year Projections spreadsheet in "Section 4," along with the graph that follows it, depicts the long-term financial position and stability of the Denco Area 9-1-1 District.

Summary of Significant Projections

The multi-year projections identify the cost associated with ongoing operations and significant one-time investments in the near future. Expenses included continue existing programs and activities and do not include an inflationary factor. The specific, one-time costs are projected for the next four fiscal years, as follows:

Fiscal Year 2019

- Building Service increase to support Denco Annex
- Microwave Technology Upgrade
- Transition of PSAP mapping platform to ESRI based format

Fiscal Year 2020

- 9-1-1 equipment refresh for NG9-1-1 call processing equipment

- Increase in 9-1-1 selective routing and database costs due to contract expiration
- Renewal of Airbus software support for PSAP workstation software and transition of managed services to annualized expense

Fiscal Year 2022

- Implementation of Emergency Call Routing Function (ECRF) for enhanced NG911 call routing based on location data for all types of devices

Explanation of Fund Balance Movement

When looking at the *Cash Fund Balance (Assigned and Unassigned)* graph at the end of Section 4, the following will be helpful in its interpretation:

Beginning in fiscal years 2010 and 2011, the District drew upon its capital projects fund to expand its training facilities and for the initial phase of its NG9-1-1 system project. In 2012, due to NG9-1-1 project implementation delays, the fund balance grew until the project resumed in fiscal year 2013, at which point project expenses further reduced the fund balance. In 2014, the NG9-1-1 project drew to a close and the fund balance began to rise again, to a balance of \$3,863,764.

By the end of fiscal year 2017, with construction beginning on the Annex and backup PSAP, the fund balance will be reduced to \$3,113,449. Fiscal year 2018 will see the completion of the Annex and backup PSAP, reducing the projected end of year fund balance to \$352,182.

Due to additional investments in fiscal years 2019 and 2020 for upgrades to the microwave system and 9-1-1 call-processing equipment, the graph reflects a shallow growth curve for the gradual replenishment of Denco's system enhancement and capital improvement reserves.

Denco Area 9-1-1 District

**Fiscal Year 2018
Financial Plan**

Section 4

Anticipated Revenues

Proposed Expenditures

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DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Summary of Anticipated Revenues and Proposed Expenditures Fiscal Year 2018		
	Proposed	Percent of Budget
Beginning of Year Estimated Fund Balance	\$ 3,113,449	
Anticipated Revenues		
9-1-1 Service Fee Revenue	\$ 5,852,525	98.5%
Interest Revenue	\$ 30,000	0.5%
Contract Services Revenue	\$ 20,000	0.3%
Miscellaneous Revenue (Expense)	<u>\$ 40,000</u>	0.7%
Total Anticipated Revenues	\$ 5,942,525	100.0%
Proposed Expenditures		
Personnel	\$ 1,491,032	17.1%
Administration	\$ 370,560	4.3%
Direct Services	\$ 2,837,200	32.6%
Capital Projects	<u>\$ 4,005,000</u>	46.0%
Total Proposed Expenditures	\$ 8,703,792	100.0%
Increase (Decrease) in Fund Balance	\$ (2,761,267)	
End of Year Estimated Fund Balance	<u>\$ 352,182</u>	

DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Anticipated Revenues		
Fiscal Year 2018		
	Proposed	Percent of Total Revenue
Wireline Service Fee Revenue		
Frontier	\$ 603,328	10.2%
AT&T	\$ 193,395	3.3%
CenturyLink	\$ 82,813	1.4%
Other Local Exchange Carriers (CLECs)	<u>\$ 1,231,739</u>	20.7%
Net Wireline Service Fee Revenue	\$ 2,111,275	35.5%
Wireless Service Fee Revenue	<u>\$ 3,741,250</u>	63.0%
Total Service Fee Revenue	\$ 5,852,525	98.5%
Non-Service Fee Revenue		
Interest Revenue	\$ 30,000	0.5%
Contract Service Revenue	\$ 20,000	0.3%
Miscellaneous Revenue (Expenses)	<u>\$ 40,000</u>	0.7%
Total Non-Service Fee Revenue	\$ 90,000	1.5%
Total Anticipated Revenues	<u>\$ 5,942,525</u>	100.0%

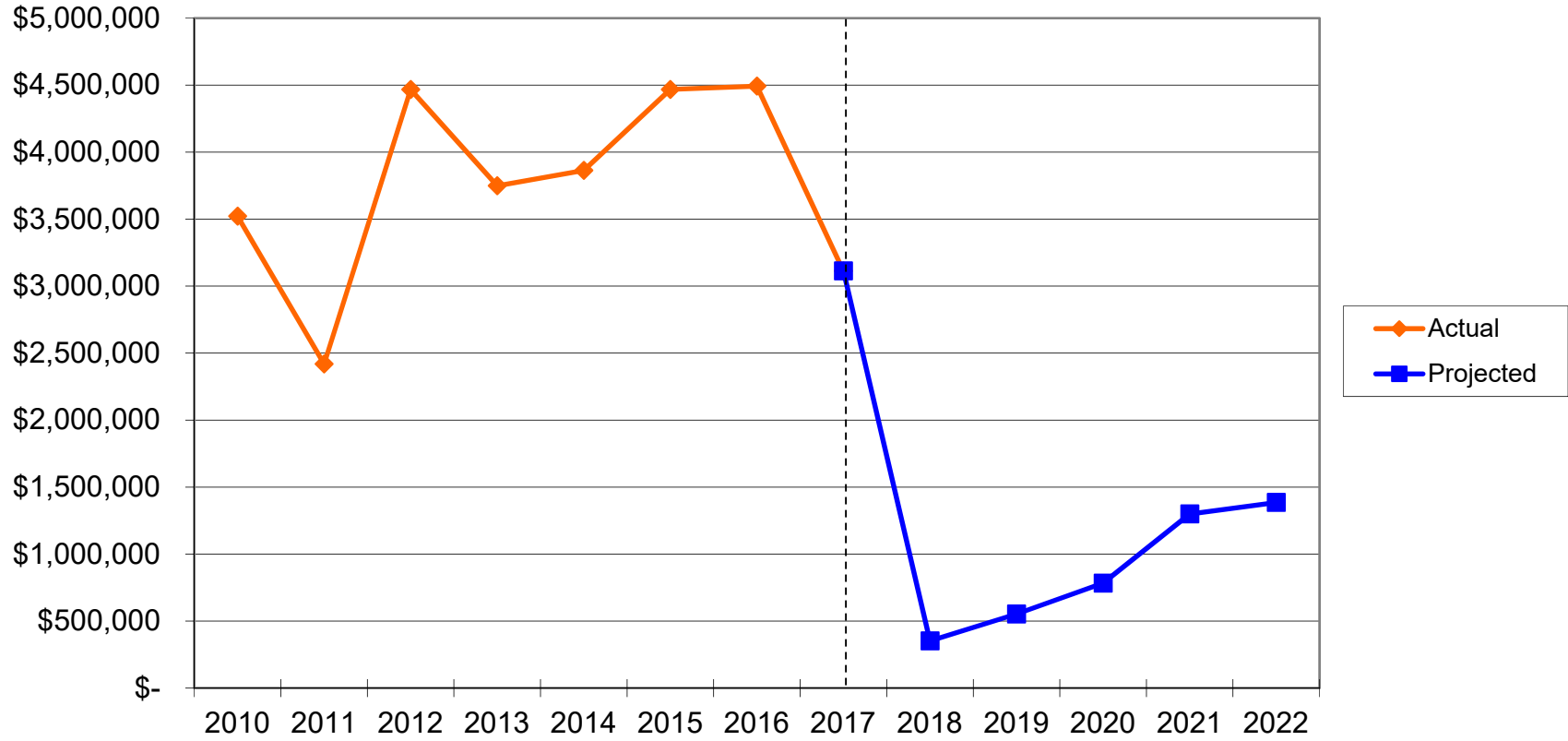
DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Proposed Expenditures Fiscal Year 2018		
	Proposed	Percent of Budget
Personnel		
Salaries	\$ 1,061,658	12.2%
Benefits	\$ 429,374	4.9%
Total Personnel	\$ 1,491,032	17.1%
Administration		
Office Expenses	\$ 91,850	1.1%
Contract Services	\$ 119,735	1.4%
Facilities	\$ 104,000	1.2%
Memberships/Subscriptions	\$ 6,175	0.1%
Professional Development	\$ 20,900	0.2%
Travel	\$ 27,900	0.3%
Total Administration	\$ 370,560	4.3%
Direct Services		
Operations	\$ 782,500	9.0%
Network Services	\$ 1,859,000	21.4%
Equipment	\$ 153,500	1.8%
Facilities — Annex	\$ 42,200	0.5%
Total Direct Services	\$ 2,837,200	32.6%
Capital Projects Expenditures	\$ 4,005,000	46.0%
Total Proposed Expenditures	\$ 8,703,792	100.0%

DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Five Year Projections						
Fiscal Year 2018						
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
	Estimated	Proposed	Projected	Projected	Projected	Projected
Beginning of Year Fund Balance	\$ 4,612,197	\$ 3,113,449	\$ 352,182	\$ 552,889	\$ 782,997	\$ 1,299,357
Revenue						
Net Service Fee Revenue (2.0% Growth)	\$ 4,920,000	\$ 5,852,525	\$ 5,969,576	\$ 6,088,967	\$ 6,210,746	\$ 6,334,961
Interest Revenue	\$ 47,320	\$ 30,000	\$ 26,000	\$ 12,000	\$ 12,000	\$ 12,000
Contract Services Revenue	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous Revenue (Expense)	\$ 66,400	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Total Revenue	\$ 5,053,720	\$ 5,942,525	\$ 6,055,576	\$ 6,160,967	\$ 6,282,746	\$ 6,406,961
Expenditures						
Personnel	\$ 1,501,324	\$ 1,491,032	\$ 1,545,365	\$ 1,601,686	\$ 1,660,067	\$ 1,720,584
Administration	\$ 365,293	\$ 370,560	\$ 383,323	\$ 396,549	\$ 410,254	\$ 424,457
Direct Services	\$ 2,605,850	\$ 2,837,200	\$ 3,926,180	\$ 3,932,625	\$ 3,696,066	\$ 4,176,018
Capital Projects	\$ 2,080,000	\$ 4,005,000	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 6,552,467	\$ 8,703,792	\$ 5,854,868	\$ 5,930,859	\$ 5,766,387	\$ 6,321,059
Increase (Decrease) In Fund Balance	\$ (1,498,747)	\$ (2,761,267)	\$ 200,707	\$ 230,108	\$ 516,359	\$ 85,902
End of Year Total Fund Balance	\$ 3,113,449	\$ 352,182	\$ 552,889	\$ 782,997	\$ 1,299,357	\$ 1,385,258

Cash Fund Balance (Assigned and Unassigned)



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Denco Area 9-1-1 District

**Fiscal Year 2018
Financial Plan**

Section 5

Budget Resolutions

House Bill 1984

District Legislation

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AN ACT

relating to the consolidation of emergency communication districts and to the approval of proposed budgets of certain emergency communication districts.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 771.001(3), Health and Safety Code, is amended to read as follows:

(3) Emergency communication district" means:

(A) a public agency or group of public agencies acting jointly that provided 9-1-1 service before September 1, 1987, or that had voted or contracted before that date to provide that service; or

(B) a district created under Subchapter B, C, ~~[or]~~ D, or F, Chapter 772.

SECTION 2. Sections 772.309(b), (c), and (d), Health and Safety Code, are amended to read as follows:

(b) the board shall submit a draft of the proposed budget to the governing bodies of the participating jurisdictions not later than the 45th day before the date the board adopts the budget. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the board.

(c) if the governing body of a county, municipality, or other participating jurisdiction does not approve or disapprove the budget before the 61st day after the date the body received the proposed budget for review, the budget is approved by operation of law.

(d) A revision of the budget must be approved in the same manner as the budget.

(e) ~~[(e)]~~ As soon as practicable after the end of each district fiscal year, the director shall prepare and present to the board and to each participating jurisdiction in writing a sworn statement of all money received by the district and how the money was used during the preceding fiscal year. The report must show in detail the operations of the district for the fiscal year covered by the report.

(f) ~~[(d)]~~ The board shall have an independent financial audit of the district performed annually.

SUBCHAPTER D. EMERGENCY COMMUNICATION DISTRICTS: COUNTIES WITH POPULATION OVER 20,000

§ 772.301. Short Title

This subchapter may be cited as the Emergency Telephone Number Act.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.302. Purpose

It is the purpose of this subchapter to establish the number 9–1–1 as the primary emergency telephone number for use by certain local governments in this state and to encourage units of local government and combinations of those units to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9–1–1 seeking police, fire, medical, rescue, and other emergency services. To this purpose the legislature finds that:

- (1) it is in the public interest to shorten the time required for a citizen to request and receive emergency aid;
- (2) there exist thousands of different emergency telephone numbers throughout the state, and telephone exchange boundaries and central office service areas do not necessarily correspond to public safety and political boundaries;
- (3) a dominant part of the state's population is located in rapidly expanding metropolitan areas that generally cross the boundary lines of local jurisdictions and often extend into two or more counties; and
- (4) provision of a single, primary three-digit emergency number through which emergency services can be quickly and efficiently obtained would provide a significant contribution to law enforcement and other public safety efforts by making it less difficult to notify public safety personnel quickly.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.303. Definitions

In this subchapter:

- (1) "Board" means the board of managers of a district.
- (2) "Director" means the director of communication for a district.

(3) "District" means an emergency communication district created under this subchapter.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.304. Application of Subchapter

(a) This subchapter applies only to a county with a population of more than 20,000 or to a group of two or more contiguous counties each with a population of 20,000 or more in which an emergency communication district was created under Chapter 288, Acts of the 69th Legislature, Regular Session, 1985, before January 1, 1988, or to a public agency or group of public agencies that withdraws from participation in a regional plan under Section 771.058(d).

(b) This subchapter does not affect the authority of a public agency to operate under another law authorizing the creation of a district in which 9–1–1 service is provided.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1999, 76th Leg., ch. 1405, § 32, eff. Sept. 1, 1999.

§ 772.305. Additional Territory

(a) If a municipality that is part of a district annexes territory that is not part of the district, the annexed territory becomes part of the district.

(b) A public agency located in whole or part in a county adjoining the district, by resolution adopted by its governing body and approved by the board of the district, may become part of the district and subject to its benefits and requirements.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.306. Board of Managers

(a) A district is governed by a board of managers.

(b) If the most populous municipality in the district has a population of more than 140,000, the board consists of:

(1) one member for each county in the district appointed by the commissioners court of each county;

(2) two members appointed by the governing body of the most populous municipality in the district;

(3) one member appointed by the governing body of the second most populous municipality in the district;

(4) one member appointed as provided by this section to represent the other municipalities located in whole or part in the district; and

(5) one member appointed by the principal service supplier.

(c) If Subsection (b) does not apply to a district, the board consists of:

(1) the following members representing the county or counties in the district:

(A) if the district contains only one county, two members appointed by the commissioners court of the county;

(B) if the district originally contained only one county but contains more than one county when the appointment is made, two members appointed by the commissioners court of the county in which the district was originally located, and one member appointed by the commissioners court of each other county in the district; or

(C) if the district originally contained more than one county and the district contains more than one county when the appointment is made, one member appointed by the commissioners court of each county in the district;

(2) two members appointed jointly by all the participating municipalities located in whole or part in the district;

(3) one member appointed jointly by the volunteer fire departments operating wholly or partly in the district, with the appointment process coordinated by the county fire marshal or marshals of the county or counties in the district; and

(4) one member appointed by the principal service supplier.

(d) The board member appointed by the principal service supplier is a nonvoting member. If the board is appointed under Subsection (c), the principal service supplier may waive its right to appoint the board member and designate another service supplier serving all or part of the district to make the appointment.

(e) The board member appointed under Subsection (b)(4) is appointed by the mayor's council established to administer urban development block grant funds, if one exists in the district. Otherwise, the member is appointed by the other members of the board on the advice and recommendation of the governing bodies of all the municipalities represented by the member.

(f) The initial board members appointed by municipalities under Subsection (c)(2) are appointed by all the municipalities located in whole or part in the district.

(g) Board members are appointed for staggered terms of two years, with as near as possible to one-half of the members' terms expiring each year.

(h) A board member may be removed from office at will by the entity that appointed the member.

(i) A vacancy on the board shall be filled for the remainder of the term in the manner provided for the original appointment to that position.

(j) Board members serve without compensation. The district shall pay all expenses necessarily incurred by the board in performing its functions under this subchapter.

(k) The board may appoint from among its membership a presiding officer and any other officers it considers necessary.

(l) The director or a board member may be appointed as secretary of the board. The board shall require the secretary to keep suitable records of all proceedings of each board meeting. After each meeting the presiding officer at the meeting shall read and sign the record and the secretary shall attest the record.

(m) Voting members of the board may meet in executive session in accordance with Chapter 551, Government Code.

(n) A majority of the voting members of the board constitutes a quorum.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1995, 74th Leg., ch. 76, § 5.95(82), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 638, § 15, eff. Sept. 1, 1995.

§ 772.307. Powers and Duties of Board

(a) The board shall control and manage the district.

(b) The board may adopt rules for the operation of the district.

(c) The board may contract with any public or private entity to carry out the purposes of this subchapter, including the operation of a 9–1–1 system.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.308. Director of District

(a) The board shall appoint a director of communication for the district and shall establish the director's compensation. The director must be qualified by training and experience for the position.

(b) The board may remove the director at any time.

(c) With the board's approval, the director may employ any experts, employees, or consultants that the director considers necessary to carry out the purposes of this subchapter.

(d) The director shall perform all duties that the board requires and shall supervise as general manager the operations of the district subject to any limitations prescribed by the board.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.309. Budget; Annual Report; Audit

(a) The director shall prepare under the direction of the board an annual budget for the district. To be effective, the budget must:

(1) be approved by the board;

(2) be presented to and approved by the commissioners court of each county in the district;

(3) be presented to and approved by the governing body of the most populous municipality in the district, if that municipality has a population of more than 140,000; and

(4) be presented to the governing body of each other participating jurisdiction and approved by a majority of those jurisdictions.

(b) The board shall submit a draft of the proposed budget to the governing bodies of the participating jurisdictions not later than the 45th day before the date the board adopts the budget. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the board.

(c) If the governing body of a county, municipality, or other participating jurisdiction does not approve or disapprove the budget before the 61st day after the date the body received the proposed budget for review, the budget is approved by operation of law.

(d) A revision of the budget must be approved in the same manner as the budget.

(e) As soon as practicable after the end of each district fiscal year, the director shall prepare and present to the board and to each participating jurisdiction in writing a sworn statement of all money received by the district and how the money was used during the preceding fiscal year. The report must show in detail the operations of the district for the fiscal year covered by the report.

(f) The board shall have an independent financial audit of the district performed annually.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1999, 76th Leg., ch. 1406, § 2, eff. Aug. 30, 1999.

§ 772.310. Establishment of 9–1–1 Service

(a) A district shall provide 9–1–1 service to each participating jurisdiction through one or a combination of the following methods and features:

- (1) the transfer method;
- (2) the relay method;
- (3) the dispatch method;
- (4) automatic number identification;
- (5) automatic location identification;
- (6) selective routing; or
- (7) any equivalent method.

(b) A district shall provide 9–1–1 service using one or both of the following plans:

- (1) the district may design, implement, and operate a 9–1–1 system for each participating jurisdiction with the consent of the jurisdiction; or
- (2) the district may design, implement, and operate a 9–1–1 system for two or more participating jurisdictions with the consent of each of those jurisdictions if a joint operation would be more economically feasible than separate systems for each jurisdiction.

(c) Under either plan authorized by Subsection (b), the final plans for the particular system must have the approval of each participating jurisdiction covered by the system.

(d) The district shall recommend minimum standards for a 9–1–1 system.

(e) A service supplier involved in providing 9–1–1 service, a manufacturer of equipment used in providing 9–1–1 service, or an officer or employee of a service supplier involved in providing 9–1–1 service is not liable for any claim, damage, or loss arising from the provision of 9–1–1 service unless the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1995, 74th Leg., ch. 638, § 16, eff. Sept. 1, 1995.

§ 772.311. Primary Emergency Telephone Number

The digits 9–1–1 are the primary emergency telephone number in a district. A public safety agency whose services are available through a 9–1–1 system may maintain a separate number or numbers for emergencies and shall maintain a separate number or numbers for nonemergency telephone calls.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.312. Transmitting Requests For Emergency Aid

(a) A 9–1–1 system established under this subchapter must be capable of transmitting requests for fire-fighting, law enforcement, ambulance, and medical services to a public safety agency or agencies that provide the requested service at the place from which the call originates. A 9–1–1 system may also provide for transmitting requests for other emergency services such as poison control, suicide prevention, and civil defense.

(b) A public safety answering point may transmit emergency response requests to private safety entities.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.313. Powers of District

(a) The district is a body corporate and politic, exercising public and essential governmental functions and having all the powers necessary or convenient to carry out the purposes and provisions of this subchapter, including the capacity to sue or be sued.

(b) To fund the district, the district may apply for, accept, and receive federal, state, county, or municipal funds and private funds and may spend those funds for the purposes of this subchapter. The board shall determine the method and sources of funding for the district.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.314. 9–1–1 Emergency Service Fee

(a) The board may impose a 9–1–1 emergency service fee on service users in the district.

(b) The fee may be imposed only on the base rate charge or its equivalent, excluding charges for coin-operated telephone equipment. The fee may not be imposed on more than 100 local exchange access lines or their equivalent for a single business entity at a single location, unless the lines are used by residents of the location. The fee may also not be imposed on any line that the Advisory Commission on State Emergency Communications excluded from the definition of a local exchange access line or an equivalent local exchange access line pursuant to Section 771.063. If a business service user provides residential facilities, each line that terminates at a residential unit and that is a communication link equivalent to a residential local exchange access line shall be charged the 9–1–1 emergency service fee. The fee must have uniform application and must be imposed in each participating jurisdiction.

(c) The rate of the fee may not exceed six% of the monthly base rate in a service year charged a service user by the principal service supplier in the participating jurisdiction. For purposes of this subsection, the jurisdiction of the county is the unincorporated area of the county.

(d) The board shall set the amount of the fee each year as part of the annual budget. The board shall notify each service supplier of a change in the amount of the fee not later than the 91st day before the date the change takes effect.

(e) In imposing the fee, the board shall attempt to match the district's revenues to its operating expenditures and to provide reasonable reserves for contingencies and for the purchase and installation of 9–1–1 emergency service equipment. If the revenue generated by the fee exceeds the amount of money needed to fund the district, the board by resolution shall reduce the rate of the fee to an amount adequate to fund the district or suspend the imposition of the fee. If the board suspends the imposition of the fee, the board by resolution may reinstitute the fee if money generated by the district is not adequate to fund the district.

(f) In a public agency whose governing body at a later date votes to receive 9–1–1 service from the district, the fee is imposed beginning on the date specified by the board. The board may charge the incoming agency an additional amount of money to cover the initial cost of providing 9–1–1 service to that agency. The fee authorized to be charged in a district applies to new territory added to the district when the territory becomes part of the district.

(g) For the purposes of this section, the jurisdiction of the county is the unincorporated area of the county.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1993, 73rd Leg., ch. 936, § 14, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 1203, § 5, eff. June 18, 1999.

§ 772.315. Collection of Fee

(a) Each billed service user is liable for the fee imposed under Section 772.314 until the fee is paid to the service supplier. The fee must be added to and stated separately in the service user's bill from the service supplier. The service supplier shall collect the fee at the same time as the service charge to the service user in accordance with the regular billing practice of the service supplier. A business service user that provides residential facilities and owns or leases a publicly or privately owned telephone switch used to provide telephone service to facility residents shall collect the 9–1–1 emergency service fee and transmit the fees monthly to the district.

(b) The amount collected by a service supplier from the fee is due monthly. The service supplier shall remit the amount collected in a calendar month to the district not later than the 60th day after the last day of the calendar month. With each payment the service supplier shall file a return in a form prescribed by the board.

(c) Both a service supplier and a business service user under Subsection (a) shall maintain records of the amount of fees it collects for at least two years after the date of collection. The board may require at the board's expense an annual audit of a service supplier's books and records or the books and records of a business service user described by Subsection (a) with respect to the collection and remittance of the fees.

(d) A business service user that does not collect and remit the 9–1–1 emergency service fee as required is subject to a civil cause of action under Subsection (g). A sworn affidavit by the district specifying the unremitted fees is prima facie evidence that the fees were not remitted and of the amount of the unremitted fees.

(e) A service supplier is entitled to retain an administrative fee from the amount of fees it collects. The amount of the administrative fee is two% of the amount of fees it collects under this section.

(f) A service supplier is not required to take any legal action to enforce the collection of the 9–1–1 emergency service fee. However, the service supplier shall provide the district with an annual certificate of delinquency that includes the amount of all delinquent fees and the name and address of each nonpaying service user. The certificate of delinquency is prima facie evidence that a fee included in the certificate is delinquent. A service user account is considered delinquent if the fee is not paid to the service supplier before the 31st day after the payment due date stated on the user's bill from the service supplier.

(g) The district may institute legal proceedings to collect fees not paid and may establish internal collection procedures and recover the cost of collection from the nonpaying service user. If the district prevails in legal proceedings instituted to collect a fee, the court may award the district court costs, attorney's fees, and interest in addition to other amounts recovered. A delinquent fee accrues interest at an annual rate of 12% beginning on the date the payment becomes due.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1993, 73rd Leg., ch. 936, § 15, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 638, § 17, eff. Sept. 1, 1995.

§ 772.316. District Depository

(a) The board shall select a depository for the district in the manner provided by law for the selection of a county depository.

(b) A depository selected by the board is the district's depository for two years after the date of its selection and until a successor depository is selected and qualified.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.317. Allowable Expenses

Allowable operating expenses of a district include all costs attributable to designing a 9–1–1 system and to all equipment and personnel necessary to establish and operate a public safety answering point and other related answering points that the board considers necessary.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.318. Number and Location Identification

(a) As part of computerized 9–1–1 service, a service supplier shall furnish current telephone numbers of subscribers and the addresses associated with the numbers on a call-by-call basis.

(b) A business service user that provides residential facilities and owns or leases a publicly or privately owned telephone switch used to provide telephone service to facility residents shall provide to those residential end users the same level of 9–1–1 service that a service supplier is required to provide under Subsection (a) to other residential end users in the district.

(c) Information furnished under this section is confidential and is not available for public inspection.

(d) A service supplier or business service user under Subsection (b) is not liable to a person who uses a 9–1–1 system created under this subchapter for the release to the district of the information specified in Subsections (a) and (b).

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1993, 73rd Leg., ch. 936, § 16, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 638, § 18, eff. Sept. 1, 1995.

§ 772.319. Public Review

(a) Periodically, the board shall solicit public comments and hold a public review hearing on the continuation of the district and the 9–1–1 emergency service fee. The first hearing shall be held three years after the date the order certifying the creation of the district is filed with the county clerks. Subsequent hearings shall be held three years after the date each order required by Subsection (d) is adopted.

(b) The board shall publish notice of the time and place of the hearing once a week for two consecutive weeks in a daily newspaper of general circulation published in the district. The first notice must be published not later than the 16th day before the date set for the hearing.

(c) At the hearing, the board shall also solicit comments on the participation of the district in the applicable regional plan for 9–1–1 service under Chapter 771. After the hearing, the board may choose to participate in the regional plan as provided by that chapter.

(d) After the hearing, the board shall adopt an order on the continuation or dissolution of the district and the 9–1–1 emergency service fee.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.320. Dissolution Procedures

(a) If a district is dissolved, 9–1–1 service must be discontinued on the date of the dissolution. The commissioners court of the county in which the district was located or, if the district contains more than one county, the commissioners courts of those counties acting jointly, shall assume the assets of the district and pay the district's debts. If the district's assets are insufficient to retire all existing debts of the district on the date of dissolution, the commissioners court or courts acting jointly shall continue to impose the 9–1–1 service fee, and each service supplier shall continue to collect the fee for the commissioners court or courts. Proceeds from the imposition of the fee after dissolution of the district may be used only to retire the outstanding debts of the district.

(b) The commissioners court or courts shall retire the district's debts to the extent practicable according to the terms of the instruments creating the debts and the terms of the orders and resolutions authorizing creation of the debts.

(c) The commissioners court or courts by order may adopt the rules necessary to administer this section.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.321. Issuance of Bonds

The board may issue and sell bonds in the name of the district to finance:

(1) the acquisition by any method of facilities, equipment, or supplies necessary for the district to begin providing 9–1–1 service to all participating jurisdictions; and

(2) the installation of equipment necessary for the district to begin providing 9–1–1 service to all participating jurisdictions.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.322. Repayment of Bonds

The board may provide for the payment of the principal of and interest on the bonds by pledging all or any part of the district's revenues from the 9–1–1 emergency service fee or from other sources.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.323. Additional Security for Bonds

(a) The bonds may be additionally secured by a deed of trust or mortgage lien on part or all of the physical properties of the district and the rights appurtenant to those properties, vesting in the trustee power to sell the properties for payment of the indebtedness, power to operate the properties, and all other powers necessary for the further security of the bonds.

(b) The trust indenture, regardless of the existence of the deed of trust or mortgage lien on the properties, may include provisions prescribed by the board for the security of the bonds and the preservation of the trust estate and may make provisions for investment of funds of the district.

(c) A purchaser under a sale under the deed of trust or mortgage lien is the absolute owner of the properties and rights purchased and may maintain and operate them.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.324. Form of Bonds

(a) A district may issue its bonds in various series or issues.

(b) Bonds may mature serially or otherwise not more than 25 years after their date of issue and shall bear interest at any rate permitted by state law.

(c) A district's bonds and interest coupons, if any, are investment securities under the terms of Chapter 8, Business & Commerce Code, may be issued registrable as to principal or as to both principal and interest, and may be made redeemable before maturity, at the option of the district, or contain a mandatory redemption provision.

(d) A district may issue its bonds in the form, denominations, and manner and under the terms, and the bonds shall be signed and executed, as provided by the board in the resolution or order authorizing their issuance.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.325. Provisions of Bonds

(a) In the orders or resolutions authorizing the issuance of bonds, including refunding bonds, the board may provide for the flow of funds and the establishment and maintenance of the interest and sinking fund, the reserve fund, and other funds and may make additional covenants with respect to the bonds, the pledge revenues, and the operation and maintenance of any facilities the revenue of which is pledged.

(b) The orders or resolutions of the board authorizing the issuance of bonds may also prohibit the further issuance of bonds or other obligations payable from the pledged revenue or may reserve the right to issue additional bonds to be secured by a pledge of and payable from the revenue on a parity with or subordinate to the lien and pledge in support of the bonds being issued.

(c) The orders or resolutions of the board issuing bonds may contain other provisions and covenants as the board may determine.

(d) The board may adopt and have executed any other proceedings or instruments necessary and convenient in the issuance of bonds.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.326. Approval and Registration of Bonds

(a) Bonds issued by a district must be submitted to the attorney general for examination.

(b) If the attorney general finds that the bonds have been authorized in accordance with law, the attorney general shall approve them. On approval by the attorney general, the comptroller shall register the bonds.

(c) After the approval and registration of bonds, the bonds are incontestable in any court or other forum for any reason and are valid and binding obligations according to their terms for all purposes.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.327. Refunding Bonds

(a) A district may issue bonds to refund all or any part of its outstanding bonds, including matured but unpaid interest coupons.

(b) Refunding bonds shall mature serially or otherwise not more than 25 years after their date of issue and shall bear interest at any rate or rates permitted by state law.

(c) Refunding bonds may be payable from the same source as the bonds being refunded or from other sources.

(d) The refunding bonds must be approved by the attorney general as provided by Section 772.326 and shall be registered by the comptroller on the surrender and cancellation of the bonds refunded.

(e) The orders or resolutions authorizing the issuance of the refunding bonds may provide that they be sold and the proceeds deposited in the place or places at which the bonds being refunded are payable, in which case the refunding bonds may be issued before the cancellation of the bonds being refunded. If refunding bonds are issued before cancellation of the other bonds, an amount sufficient to pay the principal of the bonds being refunded and interest on those bonds accruing to their maturity dates or to their option dates if the bonds have been duly called for payment before maturity according to their terms shall be deposited in the place or places at which the bonds being refunded are payable. The comptroller shall register the refunding bonds without the surrender and cancellation of bonds being refunded.

(f) A refunding may be accomplished in one or in several installment deliveries. Refunding bonds and their interest coupons are investment securities under Chapter 8, Business & Commerce Code.

(g) In lieu of the method set forth in Subsections (a)–(f), a district may refund bonds, notes, or other obligations as provided by the general laws of this state.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.328. Bonds as Investments and Security for Deposits

(a) District bonds are legal and authorized investments for:

(1) a bank;

(2) a savings bank;

(3) a trust company;

(4) a savings and loan association;

(5) an insurance company;

(6) a fiduciary;

(7) a trustee;

(8) a guardian; and

(9) a sinking fund of a municipality, county, school district, and other political subdivision of the state and other public funds of the state and its agencies, including the permanent school fund.

(b) District bonds are eligible to secure deposits of public funds of the state and municipalities, counties, school districts, and other political subdivisions of the state. The bonds are lawful and sufficient security for deposits to the extent of their value when accompanied by all unmatured coupons.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.329. Tax Status of Bonds

Because a district created under this subchapter is a public entity performing an essential public function, bonds issued by the district, any transaction relating to the bonds, and profits made in the sale of the bonds are exempt from taxation by the state or by any municipality, county, special district, or other political subdivision of the state.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

City Council Special Session

Meeting Date: 08/24/2017

Title: Approve Crime Control & Prevention District Budget

Submitted For: Debra Walthall, Chief

Submitted By: Lee Ann Bunselmeyer,
Director

Finance Review: N/A

Legal Review: Yes

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the fiscal year 2017-2018 Proposed Budget for the City of Corinth Crime Control and Prevention District.

AGENDA ITEM SUMMARY/BACKGROUND

The Texas Local Government Code Sections 363.204 and 363.205 prescribe procedures for adoption of the crime control budget. Texas Local Government Code 363.204(f) permits the Board to develop and adopt procedures for adopting a budget different from the procedures as outlined in the statute. In 2009, the Board adopted an order establishing the following procedures.

- a) Board shall hold a public hearing on the proposed budget for the District. Any resident of the district is entitled to be present and participate in the hearing.
- b) Board shall publish a notice of the public hearing in a newspaper with general circulation in the district not later than the fifth (5th) day before the date of the hearing.
- c) The proposed budget shall be made available in the Office of the City Secretary for public inspection at least five (5) days prior to the public hearing
- d) After the public hearing, the Board may make any changes in the proposed budget that in its judgment, is in the interest of the taxpayers of the District. The Board may adopt the budget immediately following the public hearing or at any time within ten (10) days following the public hearing.
- e) The Secretary of the Board shall submit the adopted budget to the City Council of the City of Corinth not later than the 10th day after the date the budget is adopted.

Expenditures for the proposed 2017-2018 budget includes wages and benefits for two (2) sworn police officer positions (\$171,447), funding for the Enterprise vehicle replacement program (\$110,567), purchase of a thermal imaging unit (\$5,249) and purchase of a radio frequency identification system (\$25,140).

The ending fund balance is estimated at \$318,865 for the 2017-2018 fiscal year.

RECOMMENDATION

Staff recommends approval of the FY 2017-2018 Crime Control and Prevention Annual Budget.

**CRIME CONTROL & PREVENTION FUND
RESOURCE & EXPENDITURE SUMMARY
2017-18**

RESOURCE SUMMARY	2015-16 ACTUAL	2016-17 BUDGET	2016-17 ESTIMATE	2017-18 REQUESTED	2017-18 PACKAGES	2017-18 BUDGET
Sales Tax	\$ 308,630	\$ 291,100	\$ 317,888	\$ 327,424	\$ -	\$ 327,424
Interest Income	689	250	1,200	1,000	-	1,000
Misc. Income	-	-	-	-	-	-
TOTAL REVENUES	\$ 309,320	\$ 291,350	\$ 319,088	\$ 328,424	\$ -	\$ 328,424
Use of Fund Balance	-	-	-	-	-	-
TOTAL RESOURCES	\$ 309,320	\$ 291,350	\$ 319,088	\$ 328,424	\$ -	\$ 328,424

EXPENDITURE SUMMARY	2015-16 ACTUAL	2016-17 BUDGET	2016-17 ESTIMATE	2017-18 REQUESTED	2017-18 PACKAGES	2017-18 BUDGET
Wages & Benefits	\$ 124,388	\$ 166,155	\$ 161,155	\$ 171,447	\$ -	\$ 171,447
Professional Fees	-	-	-	-	-	-
Maint. & Operations	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Utilities/Communications	-	-	-	-	-	-
Vehicle & Fuel	-	-	-	-	-	-
Training	-	-	-	-	-	-
Capital Outlay	150,833	106,625	106,625	-	30,389	30,389
Capital Lease	-	-	-	-	110,567	110,567
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 275,221	\$ 272,780	\$ 267,780	\$ 171,447	\$ 140,956	\$ 312,403

PERSONNEL Full-Time Equivalents	2015-16 ACTUAL	2016-17 BUDGET	2016-17 ESTIMATE	2017-18 REQUESTED	2017-18 CHANGES	2017-18 BUDGET
Police Officers	2.00	2.00	2.00	2.00	-	2.00
TOTAL PERSONNEL	2.00	2.00	2.00	2.00	-	2.00

NEW PROGRAM FUNDING

The FY2017-18 budget includes \$110,567 for the Enterprise Fleet Replacement program, \$5,249 for thermal imaging and \$25,140 for Phase 2 Radio Frequency Identification.

CONSENT ITEM 7.

City Council Special Session

Meeting Date: 08/24/2017

Title: Interlocal Agreement with the Town of Shady Shores for Law Enforcement Services

Submitted For: Debra Walthall, Chief

Submitted By: Greg Wilkerson, Assistant Chief

Finance Review: Yes

Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manger

AGENDA ITEM

Consider and Act on an Inter-local Agreement between the City of Corinth and the Town of Shady Shores for law enforcement services.

AGENDA ITEM SUMMARY/BACKGROUND

The Corinth Police Department has provided law enforcement services to the Town of Shady Shores since 2004. The Town of Shady Shores requests the City of Corinth to continue providing services on a renewed five year inter-local agreement. The renewed inter-local agreement includes provisions for an increase in fees which will allow the City of Corinth to recover the costs of two full-time police officers, a percentage of salaries and benefits for criminal investigations personnel plus additional fees for vehicle costs, fuel and on-going maintenance.

RECOMMENDATION

It is recommended that City Council approve the inter-local agreement with the Town of Shady Shores for police services.

Attachments

Shady Shores ILA

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by the City of Corinth, Texas, a municipal corporation, (hereinafter referred to as "Corinth"), and the Town of Shady Shores, Texas, a municipal corporation, (hereinafter referred to as "Shady Shores"), and collectively, "the Parties."

RECITALS:

WHEREAS, Shady Shores is desirous of providing its residents and businesses with full-time law enforcement protection and services and has requested Corinth to provide law enforcement services; and

WHEREAS, Corinth is desirous of furnishing full-time law enforcement protection and services to Shady Shores; and

WHEREAS, the parties desire to enter into this Agreement to provide law enforcement protection and services for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act;"

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Preamble. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term. This Agreement shall be for a term of five (5) years commencing on October 1, 2017 ("Effective Date"), and ending at midnight on September 30, 2022. Notwithstanding anything herein to the contrary, however, this Agreement may be terminated pursuant to the provisions of Section 10.

Section 3. Scope of Services. Corinth agrees to provide Shady Shores the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as “Police Services”):

- (a) Provide one officer per shift and an adequate number of police patrol units to provide routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within Shady Shores, (the “Shady Shores District”), routine investigation services, and otherwise enforce the laws of the State of Texas and Shady Shores, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is understood that (i) the officer assigned to the Shady Shores District may, from time to time, be required to respond to calls or otherwise provide services outside of the Shady Shores District and (ii) that, from time to time, an officer assigned to another district in Corinth may provide services in Shady Shores. The parties agree that the coverage described hereinabove constitutes adequate police services. The Shady Shores District is as designated within Corinth’s District 3 as shown on the Corinth Police Department map.
- (b) Answer and respond to calls for police assistance on a 24-hour basis.
- (c) Arrange for and/or coordinating jail capacity and services for housing Shady Shores arrestees, including providing booking services.
- (d) Provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to Shady Shores, including providing all employee policies and procedures and the administration thereof.
- (e) Provide all general and personal liability coverage necessary for the adequate protection of Corinth personnel providing police services to Shady Shores at the same level of protection afforded officers and employees while performing the same or similar duties in Corinth, provided however, that neither party shall be responsible for the other party’s employee retirement and/or pension benefits. Corinth will also provide general and personal liability coverage for its Volunteers in Policing program for volunteers, (the “VIP’s” program).
- (f) Conduct all crime reporting and maintain Corinth’s standard law enforcement activity reports/statistics pertinent to Shady Shores for the purpose of providing Shady Shores performance measures relating to services provided by Corinth in accordance with this Agreement.
- (g) Give prompt consideration to all requests from Shady Shores routed through the Shady Shores Liaison or dispatch regarding the delivery of law enforcement services under this Agreement. Corinth will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Corinth Police Department.
- (h) Submit written reports of any and all activity within Shady Shores within thirty days for the services provided during the prior month.

- (i) Provide citizens and/or residents of Shady Shores with the same access to Corinth's Police Chief, officers, and employees as is provided to Corinth's citizens and residents.
- (j) Continue to provide the VIP's program in Shady Shores through the term of this Agreement, with volunteers selected from Shady Shores, as well as Corinth.
- (k) Provide a bailiff for the monthly municipal court session at the Shady Shores Municipal Court. The bailiff will normally be an on duty officer who may be dispatched to a call occurring during court proceedings, and will be absent on those occasions.

Section 4. Liaison.

- (a) The Chief of Police of Corinth or his or her designee shall act on behalf of Corinth, and serve as "Corinth Liaison Officer" for Corinth. The Corinth Liaison Officer will make or receive requests and confer upon matters concerning the delivery of law enforcement services to Shady Shores. The Corinth Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Corinth Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Shady Shores and Corinth. The Corinth Liaison Officer will cause the Corinth Police Department to respond to any non-emergency inquiries from the Shady Shores Liaison within 24 hours from the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.
- (b) Shady Shores shall designate a liaison to act on behalf of Shady Shores, and to serve as "Shady Shores Liaison" for Shady Shores. The Shady Shores Liaison will devote sufficient time and attention on behalf of Shady Shores for the mutual benefit of Shady Shores and Corinth. Shady Shores will notify Corinth as to the designation of the Shady Shores Liaison for Shady Shores if the Shady Shores Liaison is a person other than the Mayor of Shady Shores. For routine inquiries, the Liaison shall phone the Corinth Police Department non-emergency line or email Corinth at the email address furnished by the Corinth Chief of Police.

Section 5. Supervision. The Chief of Police for the Corinth Police Department will be solely responsible for the planning, organizing, assigning, directing and supervising the Corinth personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Corinth Police Department; provided however, that the Corinth Police Department may consult with the Shady Shores Liaison or Mayor concerning such matters.

Section 6. Compensation.

- (a) Shady Shores agrees to make Annual Payments to Corinth in payment for all Police Services provided by Corinth not otherwise specifically designated in this Agreement. The Annual Payment for October 1, 2017 through September 1, 2018 is \$231,286. Shady Shores shall make this payment in four equal installments with the first payment due on or before October 1, 2017, and the remaining payments for this year due on January 1, 2018, April 1, 2018 and July 1, 2018,

respectively. The remaining payment amounts for years two through five of this Agreement are set forth in Exhibit A attached hereto and incorporated by reference herein. Payment amounts for years two through five shall also be made in four equal installments with the first payment due on or before October 1, January 1, April 1, and July 1 of each fiscal year.

(b) In addition to the Annual Payments, Shady Shores shall pay the following costs upon receipt of an invoice from Corinth:

(i) Any actual, out of pocket non-personnel costs, or personnel overtime, incurred by the Corinth Police Department in connection with any criminal matters associated with substantial, non-routine, major case investigations undertaken, for or within Shady Shores.

(ii) Pay any and all jail fees assessed by the city providing jail services associated with persons arrested pursuant to a warrant issued by Shady Shores Municipal Court, or persons arrested for class C misdemeanor on view offenses.

(iii) In the event Shady Shores specifically requests police overtime for any of the services described in Section 3(a) through (i), Shady Shores shall pay any overtime charges for Corinth Police Personnel at the actual overtime rate, including benefits, for the officer(s) performing the requested service.

(iv) In the event Shady Shores specifically requests special All-Terrain Vehicle (ATV) patrols along the shoreline of Lewisville Lake on United States Army Corps of Engineers land and/or within the ETJ of Shady Shores, Shady Shores may notify the Corinth Police Department in a timely manner and contract with off-duty Corinth police officers to perform such services at the secondary employment rate that is established by the Chief of Police according to policy. Shady Shores understands that Corinth does not guarantee availability of off-duty officers. On some occasions and as needed, Shady Shores will utilize its ATV for public safety use as the Mayor deems necessary. During such use, if any, Shady Shores will provide the insurance, maintenance, repair and fuel as needed, and will cover or remove any signage on the ATV relating to Corinth.

Section 7. Vehicle and Equipment.

(a) Included as a part of the fixed annual payments described in 6 (a) above, Corinth agrees to provide the use, fuel and all maintenance expenses of operating a Corinth police vehicle in proper working condition, and to equipped with all equipment necessary for patrol operation. The amounts are set forth in Exhibit A attached hereto and incorporated by reference herein. This equipment includes, but is not limited to:

1. Radio
2. Lights and Siren
3. Markings
4. Cage
5. Camera System

6. MDC (compatible with Denton County-Corinth version)
- (b) Shady Shores agrees to provide one Polaris Police ATV for public safety purposes.
1. Ownership of the ATV and all of its related equipment purchased by Shady Shores shall remain the property of Shady Shores.
 2. Shady Shores agrees to insure the ATV, its driver and passengers against personal injury and damages related to the use and operation of the vehicle. Corinth may also provide liability insurance sufficient to insure both Corinth and Shady Shores, from liability arising as alleged by third parties as a result of the operation and use of the vehicle by Corinth. Corinth will provide workers compensation insurance covering all injuries to its employees operating or riding in the vehicle. Shady Shores is not required to insure the vehicle for more than the limits of the Texas Tort Claims Act. Corinth agrees not to use the ATV in areas not within Shady Shores without prior approval of the Liaison or Mayor of Shady Shores. Corinth agrees to provide all fuel and maintenance for the ATV, and repair of all damage during use by Corinth.

Section 8. Ordinance Conflict. In the event a conflict between the applicable Ordinances of Corinth and Shady Shores creates difficulty in enforcement, Corinth may notify Shady Shores of such conflict and Corinth and/or Shady Shores may consider amending their ordinances to be consistent. A conflict on legal grounds of the enforceability of an ordinance will be brought to the attention of the city attorneys for the Parties with the intention of resolving the legal questions. The attorneys will be asked for opinions or recommendations to their respective clients on any modifications to the ordinance, procedure or policy to resolve the issue.

Section 9. Revenues Retained. All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the municipal boundaries of Shady Shores shall be retained by Shady Shores.

Section 10. Termination.

- (a) In the event Corinth is not in default of the provisions in this Agreement, and Shady Shores should fail to make any quarterly payment due under the terms of this Agreement, and Corinth has issued notice of the failure to pay to Shady Shores, then Shady Shores will be in default under this Agreement if payment is not made within 15 days of receipt of notice.

Interest shall accrue on any debt to either city for whom payment is in default under this contract in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended).

- (b) Shady Shores' recourse for failure of Corinth to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid or to

terminate this Agreement by giving not less than 30 days' notice, or any other appropriate legal action.

(c) If this Agreement is terminated, the police vehicle leased or and equipment purchased by Shady Shores pursuant to Section 7 will be refunded or relinquished to Shady Shores. The leased vehicle payments included within the quarterly payments paid in the quarter of termination shall be refunded to Shady Shores, and Corinth will be responsible for the vehicle and its payments. The Equipment purchased or leased by Shady Shores may be purchased by Corinth, or otherwise will be removed from the vehicle and provided to Shady Shores. Any equipment purchased by Corinth for use in said vehicle shall be retained by Corinth.

(d) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide 30 days' notice to remedy the default, after which notice such party shall promptly cure the default.

(e) Should any notice of default be given for any default and not be cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to non-binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located within 30 miles of Denton County, Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled to occur within 30 days of the selection of the mediator. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy.

(f) If mediation does not result in resolution of the matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.

(g) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

(h) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

Section 11. Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

Corinth
Mayor
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

Shady Shores
Mayor
Town of Shady Shores
101 South Shady Shores Rd
Shady Shores, Texas 76208

Section 12. Jurisdiction. Shady Shores grants full and complete authorization and jurisdiction to Corinth for all Police Services provided by Corinth contained in this Agreement. Said jurisdiction shall apply to the town limits of Shady Shores, and to the extent lawful, to the extraterritorial jurisdiction of Shady Shores.

Section 13. Venue. Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 14. Corinth Police Department. At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Corinth or the Chief's duly authorized representative.

Section 15. Party Status. Both parties agree that (i) Corinth is an independent contractor, (ii) that Corinth shall have exclusive control of the performance of services hereunder, and (iii) that employees of Corinth in no way are to be considered employees of Shady Shores.

Section 16. Indemnification.

(a) To the extent permitted by law, Shady Shores agrees to hold harmless, save and indemnify Corinth from and against any and all claims for damages, personal injury and/or death that may be asserted against Corinth arising from Shady Shores' negligence or its performance hereunder.

(b) To the extent permitted by law, Corinth agrees to hold harmless, save and indemnify Shady Shores from and against any and all claims for damages, personal injury and/or death that may be asserted against Shady Shores arising from Corinth's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Shady Shores.

(c) The foregoing notwithstanding, the parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties.

(d) The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 17. Waiver of Breach. No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 18. Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Corinth and Shady Shores.

Section 19. No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Shady Shores which would not exist in the absence of this Agreement.

Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

Section 20. Miscellaneous. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto. This Agreement shall not be construed more strictly against the drafter as both parties have the benefit of counsel. This Agreement contains the entire agreement between the parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this Agreement, to be effective the 1st day of October, 2017, in duplicate originals.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST:

Kim Pence, City Secretary

TOWN OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

Charge for Police Services
Town of Shady Shores
Exhibit A

Cost Drivers							
	Patrol Calls For Service		Criminal Investigation Division Case Load		Fuel & Vehicle Replacement Vehicle 2200-477		
	Corinth	37,263	91.51%	623	91.22%	Avg Cost per Gallon	\$
Shady Shores	3,458	8.49%	60	8.78%	Annual Gallons		1,852.94
	40,721	100.00%	683	100.00%	Annual Fuel	\$	3,417.48
					VRP- Vehicle Cost	\$	65,000
					Vehicle Maintenance	\$	5,000

Allocation of Personnel Costs							
	2018	2019	2020	2021	2022	Total	5 Year Average
Criminal Investigations - Allocation of 8.78% (Based on Case Load)							
Sergeant	117,666	119,252	120,321	121,391	122,460	601,090	85,870
Officer	93,779	97,645	101,052	104,538	108,101	505,115	72,159
Officer	93,562	98,537	102,648	106,811	111,053	512,611	73,230
	305,007	315,434	324,021	332,740	341,614	1,618,816	323,763
Shady Shores	26,794	27,710	28,465	29,230	30,010	142,209	28,442

Patrol -Allocation of Two Officers (Step 2)							
	2018	2019	2020	2021	2022	Total	5 Year Average
Officer	91,537	96,458	100,491	104,602	108,765	501,853	100,371
Officer	91,537	96,458	100,491	104,602	108,765	501,853	100,371
Total	183,074	192,916	200,982	209,204	217,530	1,003,706	200,741

Total Cost for Services							
	2018	2019	2020	2021	2022	Total	5 Year Average
CID	\$ 26,794	\$ 27,710	\$ 28,465	\$ 29,230	\$ 30,010	\$ 142,209	\$ 28,442
Patrol	183,074	192,916	200,982	209,204	217,530	1,003,706	200,741
Fuel	3,417	3,417	3,417	3,417	3,417	17,087	3,417
Veh. Maint.	5,000	5,000	5,000	5,000	5,000	25,000	5,000
VRP	13,000	13,000	13,000	13,000	13,000	65,000	13,000
	\$ 231,286	\$ 242,044	\$ 250,864	\$ 259,852	\$ 268,957	\$1,253,003	\$ 250,601

City Council Special Session

Meeting Date: 08/24/2017
Title: Taco Bell Site Plan
Submitted For: Fred Gibbs, Director
Submitted By: Barbara Cubbage, Planning & Development Manager
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the site plan for Taco Bell on property zoned C-2, Commercial and legally described as Kensington Square Shopping Center Addition, Lot 7A, Block A, having a physical address of 4471 FM 2181 in the City of Corinth, Denton County, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

City Council approved the Final Plat for Kensington Square Shopping Center Addition in March 1997. Taco Bell – Metroplex Multifoods – applied for the building permit for a “Fast Food Restaurant with Drive-Through” in June 1997. In the twenty years since the initial development of the site; the store has gone through at least one renovation (1999) as well as two name changes. In 2000 Taco Bell, Pizza Hut and KFC were on the menu, in 2011 Pizza Hut was removed.

At this time, the property owner - Southern Multifoods - is not only removing KFC signage from the site; but the existing building will be demolished and a new building erected in its place. This approval process is required by the City of Corinth Unified Development Code (UDC) 2.10.08. – Site Plans, B. Applicability b. Site Plans Related to Building Permits or any On-Site Construction/Development.

The Photometric, Landscape and Dimensional Site Plan Site Plan documents have been adhered to per the Site Plan regulations. As for the Building Façade Materials. C-2, Commercial construction is required to provide minimum 100% Class II masonry products. The applicant has proposed Nichiha which is a cement fiberboard product that the Commission and Council have seen on a couple other projects over the last year. A letter is included with this agenda item requesting Alternative Compliance for the Nichiha as well as for the RustWall Metal Panels proposed at the corner-tower on the southwest wraparound of the building.

ZONING

Zoning on this site is C-2, Commercial.

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION

The Comprehensive Plan Future Land Use Map designates this area as Retail.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

The Planning and Zoning Commission met in Regular Session on July 24, 2017. The Commission unanimously (5-0) recommended approval of the Taco Bell Site Plan providing the applicant demonstrates a form of catchment that prevents rust runoff from staining the surrounding area.

During the agenda item discussion regarding alternative compliance, the applicant and the Commission considered an option to the runoff from the metal RustWall panels. Instead of rainwater from the panels staining the concrete outside the storefront might there be a way to create a catch basin where the coloring from the RustWall stain would run into a landscape containment area to filter the oxidation.

STAFF RECOMMENDATION

Staff recommends approval of the Alternative Compliance after addressing the staining from the RustWall or propose another masonry material to make up the column. All other aspects of the Site Plan documents comply with the Site Plan regulations.

Attachments

Location Map
Zoning Map
FLUP Map
Taco Bell - Dimensional Site Plan
Taco Bell - Landscape Plan
Taco Bell - Photometric Lighting Plan
Taco Bell - Elevations - 1
Taco Bell - Elevations - 2
Alternative Compliance Letter
Rust Panel Specs
Panel Specs
Kensington Square Shopping Center



TACO BELL

Site Plan



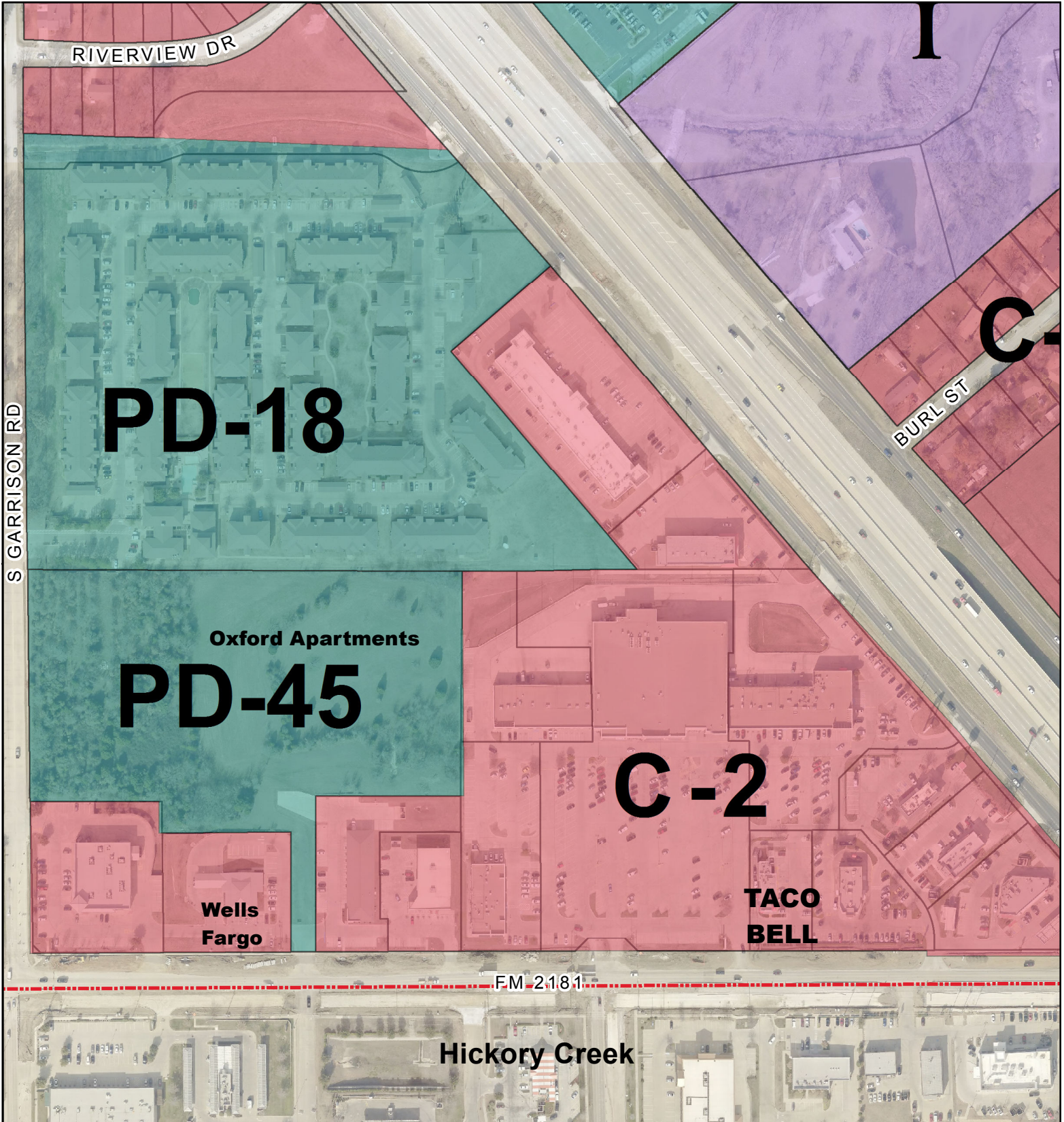
FM 2181

CONNECTING ROAD

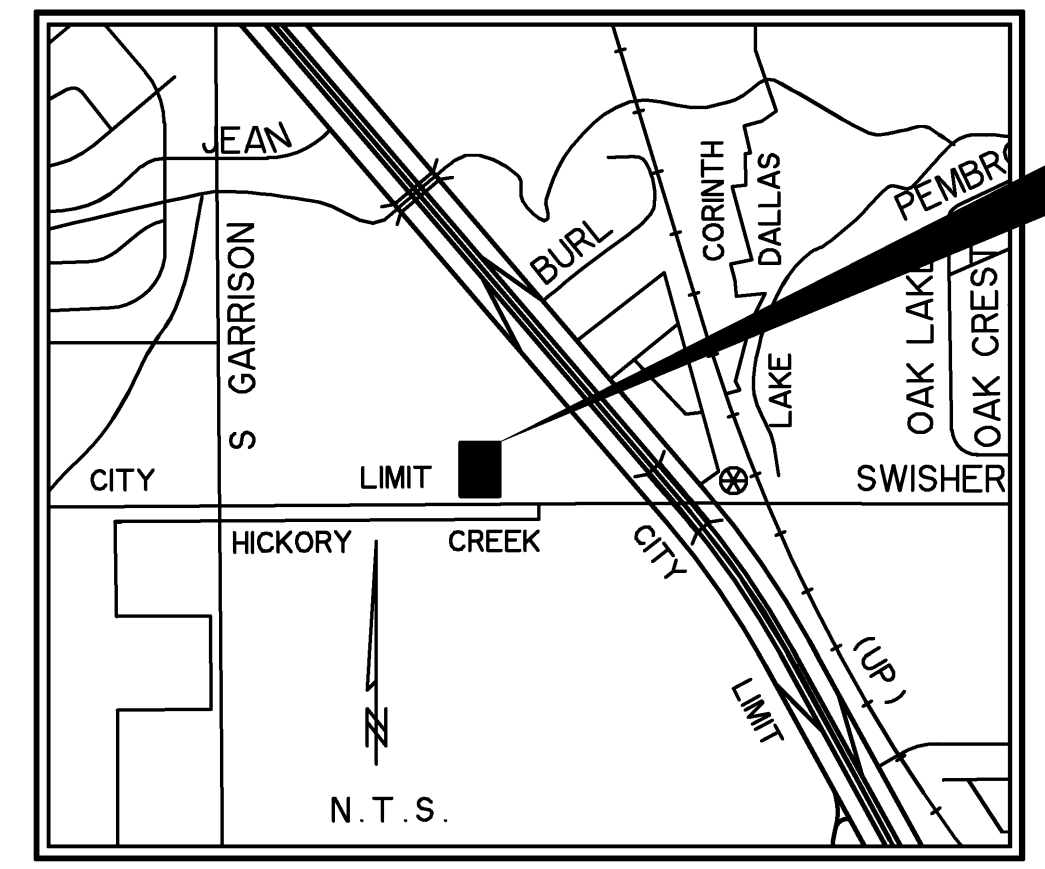
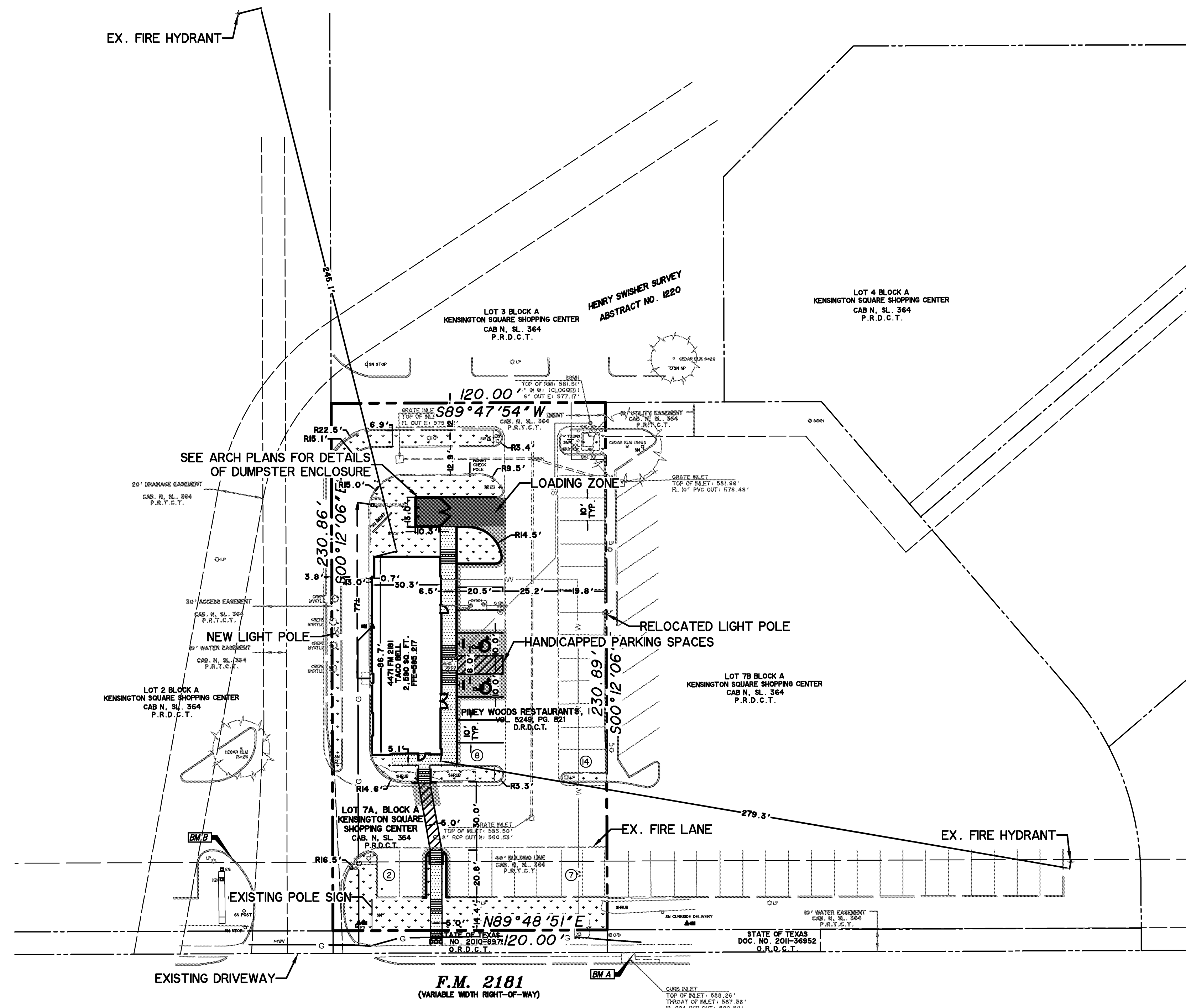




TACO BELL Zoning Map



PRINTED: 7/18/2017 3:57 PM WIER-PAVING STB LAST SAVED: 7/18/2017 3:57 PM FILE: 02 DIMENSIONAL-SITE-PLAN-17046.DWG



PROJECT LOCATION



LEGEND	
	LANDSCAPE SEEDING AREAS
	PROPOSED SIDEWALK
	6" - 3500 PSI CONC. (HEAVY DUTY) SECTION SHEET 08
	7" - 3500 PSI CONC. (DUMPSTER PAD)
	PARKING STALL COUNT
	EXPANSION JOINTS
	E.O.P. EDGE OF PAVEMENT
	B.F.R. BARRIER FREE RAMP

SITE DATA SUMMARY		
	EXISTING	PROPOSED
ZONING	C-2	C-2
LAND USE DESIGNATION	RETAIL	RETAIL
GROSS ACREAGE	0.64 AC	0.64 AC
NET ACREAGE	0.64 AC	0.64 AC
NUMBER OF PROPOSED LOTS	1	1
PERCENTAGE OF SITE COVERAGE	9.9%	11.6%
AREA OF OPEN SPACE	N/A	N/A
PERCENTAGE OF OPEN SPACE	N/A	N/A
REQUIRED LANDSCAPE AREA	2,271 SF	2,271 SF
PERCENTAGE OF LANDSCAPE	16%	23%
AREA OF IMPERVIOUS COVERAGE	0.54 AC	0.49 AC
PERCENTAGE OF IMPERVIOUS COVERAGE	84%	77%
PROPOSED BUILDING AREA	2,552 SF	2,590 SF
NUMBER OF SINGLE STORY BUILDINGS	1	1
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	UNKNOWN	18'-10'
PROPOSED FLOOR AREA	UNKNOWN	1,901 SF
PROPOSED FLOOR AREA BY USE	UNKNOWN	DINING 730 SF KITCHEN 755 SF OFFICE 74 SF ACCESSORY STORAGE 148 SF RESTROOMS & PASSAGE 194 SF
REQUIRED PARKING	UNKNOWN	15
PROVIDED PARKING	STANDARD 33 HANDICAP 2 TOTAL 35	STANDARD 29 HANDICAP 2 TOTAL 31
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	N/A
PERCENTAGE OF OUTSIDE STORAGE	N/A	N/A
START OF CONSTRUCTION	N/A	AUGUST 2017
END OF CONSTRUCTION	N/A	DECEMBER 2017

- GENERAL NOTES:**
- ALL COORDINATES ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 - DIMENSIONS SHOWN ARE TO THE BACK OF CURB, UNLESS NOTED OTHERWISE.
 - ALL PROPOSED CURB RADIUS ARE 2.5' B/C, WITHIN PARKING LOT, UNLESS NOTED OTHERWISE.
 - SEE ARCHITECTURAL PLANS FOR BLDG. DIMENSIONS.
 - ALL CONCRETE PAVEMENT SHALL HAVE 6" CURBS UNLESS OTHERWISE NOTED.

*** BENCHMARKS ***

BM.A - AN "X" CUT IN CONCRETE IN THE BACK OF CURB AT EAST END OF PARKING ISLAND ± 42' NORTH OF DUMPSTER AND ± 56' WEST OF CONCRETE BLOCK SHED. ELEVATION = 425.25 FT.

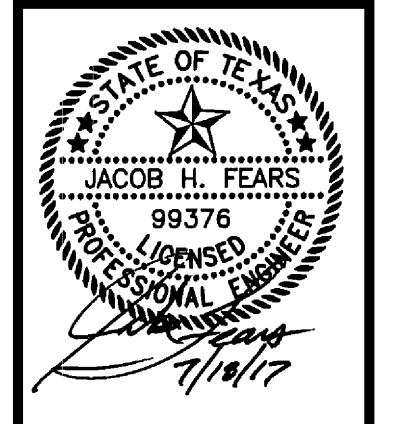
BM.B - AN "X" CUT IN BACK OF CURB ALONG NORTH SIDE OF PARKING LOT ± 52' WEST OF DRIVEWAY ALONG U.S. 175 AND 12.5' SOUTH OF OBEY STATE LAWS SIGN. ELEVATION = 425.88 FT.

PREPARED BY:
WIER & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS
 2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76010 METRO (817) 467-7700
 Texas Firm Registration No. F-2776 www.wierassociates.com

NO.	DATE	DESCRIPTION	BY

TACO BELL (4471 FM 2181)
 LOT 7A, BLOCK A
 KENSINGTON SQUARE SHOPPING CENTER
 HENRY SWISHER SURVEY, ABSTRACT NO. 1220,
 CORINTH, DENTON COUNTY, TX

DIMENSIONAL SITE PLAN



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 LAST SHEET EDIT DATE 7/18/2017 WA# 17046
SHEET NO. 02

PLANTING SPECIFICATIONS:

PLANTING BEDS:
 PLANTING BED BACKFILL SHALL BE "SCREENED BEDDING SOIL", OR EAQUAL COMMERCIAL FERTILIZER SHALL BE 5-10-5 WITH IRON AND SULFUR.
 MULCH SHALL BE SHREDED CEDAR BARK MULCH.

THE LANDSCAPE CONTRACTOR SHALL REMOVE ANY SOIL IN PROPOSED PLANTING BEDS TO A SUBGRADE OF FOUR INCHES BELOW PROPOSED FINAL GRADES (SHOWN ON THE ENGINEER'S GRADING PLAN). ROTO TILL AND LOOSEN THE SUBGRADE, REMOVE ALL GRASS TOPS, DEBRIS AND ROCKS OVER ONE INCH IN DIAMETER. THE LANDSCAPE CONTRACTOR SHALL APPLY AND COVER ALL AREAS TO BE PLANTED WITH PLANTING BED BACKFILL TO A BED LEVEL AS DESCRIBED BELOW.
 BEFORE BEGINNING ANY PLANTING OPERATIONS, THE SOIL MUST BE LOOSE, LOOSEN COMPACTED TOPSOIL BY ROTOTILLING. DO NOT PLANT ON COMPACTED TOPSOIL. HAND RAKE PROPOSED PLANTING BED SURFACES CLEAN OF WEEDS, DEBRIS AND ROCK ONE INCH OR LARGER. FINAL GRADES SHALL HAVE A SMOOTH AND CONTINUOUS GRADE BETWEEN EXISTING FIXED CONTROLS SUCH AS WALKS, TOP OF CURB, CATCH BASINS, ETC.
 PLANTING BEDS TO BE MOIST BEFORE PLANTING.
 AFTER PLANTING, BROADCAST FERTILIZER OVER PLANTING BEDS AT THE RATE OF 4 LBS. PER 100 SQ. FT.
 FINAL PLANTING BED LEVEL SHALL BE TWO INCHES HIGHER THAN ADJACENT CONSTRUCTION FEATURES, IE, SIDEWALKS, ETC. OR ADJACENT GRASS. COVER ENTIRE PLANTING BED WITH A TWO INCH BLANKET OF MULCH.

TREES:
 EXCAVATE TREE PITS TWICE AS WIDE AS THE TREE BALL AND SAME DEPTH AS TREE BALL. BACKFILL WITH PLANTING BED SOIL. "ROOT FLARE" SHALL BE EXPOSED AND LEVEL WITH TOP OF FINISHED GRADE.
 WATER EACH PLANT TO ELIMINATE AIR POCKETS.
 COVER TOP OF TREE PLANTING AREA WITH A TWO INCH BLANKET OF MULCH.

SHRUBS:
 EXCAVATE SHRUB PITS TWICE AS WIDE AS THE SHRUB BALL AND SAME DEPTH AS SHRUB BALL. BACKFILL WITH PLANTING BED SOIL. "ROOT FLARE" SHALL BE EXPOSED AND LEVEL WITH TOP OF FINISHED GRADE.
 WATER EACH PLANT TO ELIMINATE AIR POCKETS.
 COVER ENTIRE SHRUB BED WITH A TWO INCH BLANKET OF MULCH.

GRASS AREAS:
 TOPSOIL FOR LANDSCAPE LAWN AREAS SHALL BE ORGANICALLY ENRICHED TOPSOIL FROM CLEAR FORK MATERIALS.
 *OPTION-USE SCREENED TOPSOIL FROM CLEAR FORK MATERIALS.
 FERTILIZER SHALL BE 12-12-12 WITH IRON AND SULFUR.

THE TOP ONE INCH OF ALL PROPOSED LAWN AREAS SHALL HAVE A ONE INCH BLANKET OF TOPSOIL. BEFORE APPLYING TOPSOIL, ROTOTILL OR DISC SUBGRADE. REPEAT AS NEEDED TO THOROUGHLY LOOSEN SUBGRADE.
 REMOVE ALL CLODS AND ROCK. RAKE SMOOTH. APPLY TOPSOIL. RAKE SMOOTH. APPLY SOD. ROLL ALL LAWN AREAS TO REMOVE UNDULATIONS AND PROVIDE COMPLETE SOIL CONTACT. ALL LAWN AREAS TO BE SOLID SODDED. APPLY TOPSOIL TO FILL GAPS. APPLY FERTILIZER. WATER THOROUGHLY.
 FINAL GRASS GRADE SHALL BE LEVEL WITH ADJACENT CONSTRUCTION FEATURES, IE, SIDEWALKS, ETC.

MAINTENANCE:
 THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE INCLUDING: WATERING, MOWING, ETC. UNTIL FINAL ACCEPTANCE BY THE OWNER REPRESENTATIVE.

GUARANTY:
 ALL PLANTS INCLUDING TREES SHALL BE GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE BY THE PROJECT OWNER.
 REPLACE ALL DEAD PLANTS WITH THE SAME PLANT VARIETY AND SIZE AS SPECIFIED ON THE PLANT LIST.
 ALL GRASS SOD SHALL BE HEALTHY AND GROWING AT THE END OF SIX WEEKS AFTER SODDING OPERATIONS ARE COMPLETE AND ACCEPTED BY THE PROJECT OWNER. REPLACE ANY AND ALL DEAD OR DAMAGED SOD.

LEGEND

- EXISTING TREE (OFF PROPERTY)
- EXISTING PLANT MATERIAL: SHRUBS, GRASS, ETC.
- PROPOSED TREE: LACEBAK ELM (LE)
- PROPOSED SHRUB: RED YUCCA (RY)
- PROPOSED SHRUB: DWARF BURFORD HOLLY (DBH)
- PROPOSED ORNAMENTAL GRASS: GULF MUHLY (GM)
- PROPOSED TURF GRASS: BERMUDA SOD.
- PROPOSED ANNUAL FLOWER
- PROPOSED DECOMPOSED GRANITE, OR OPTIONAL CEDAR MULCH.

PLANT MATERIAL SCHEDULE

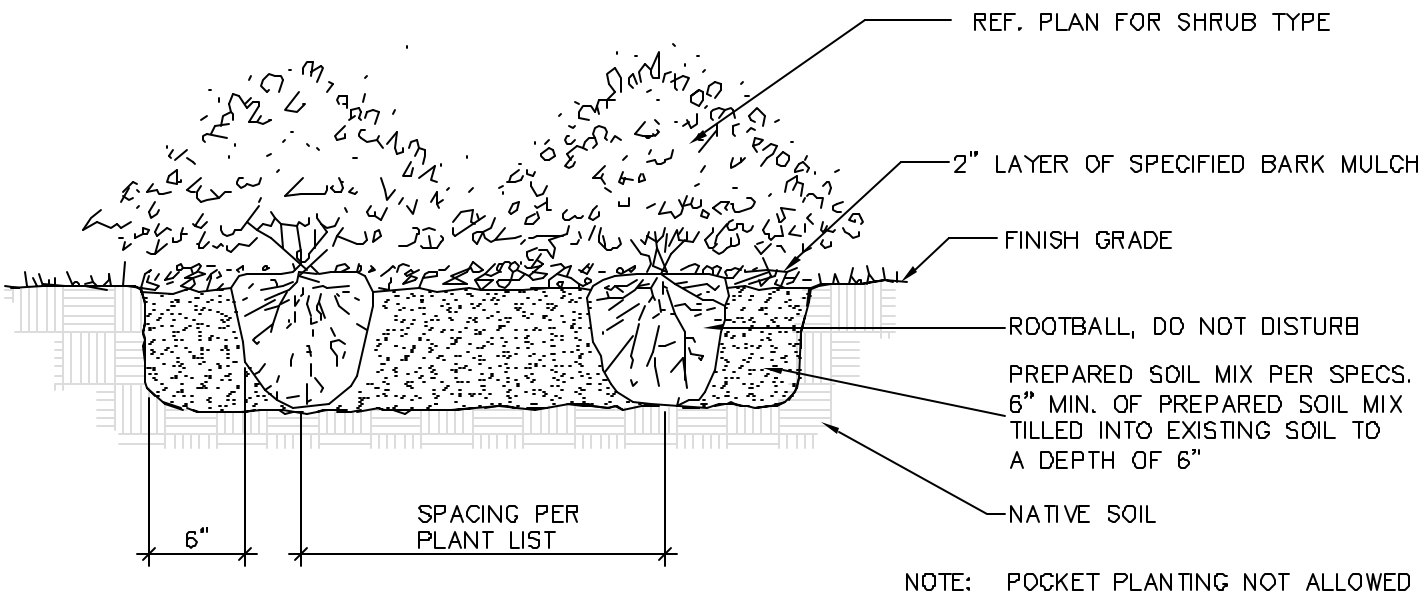
KEY	QUAN.	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS
TREES				
LE	5	LACEBAK ELM	Ulmus parvifolia	3" caliper, b&b, 30' o.c.
SHRUBS				
DBH	30	DWARF BURFORD HOLLY	Ilex cornuta var. 'burford nana'	36" tall at planting, container, 36" o.c.
RY	3	RED YUCCA	Hesperaloe parvifolia	5 gallon, 48" o.c.
ORNAMENTAL GRASS				
GM	10	GULF MULHY	Muhlenbergia capilaris	1 gallon, 24" on center.
TURF GRASS				
BERM	1	BERMUDA GRASS	Cynodon dactylon	solid sod
FLOWERS				
ANN	60	ZINNIA-SPRING	PANSY-FALL	4" pot, 12" o.c.

LANDSCAPE MAINTENANCE NOTE:

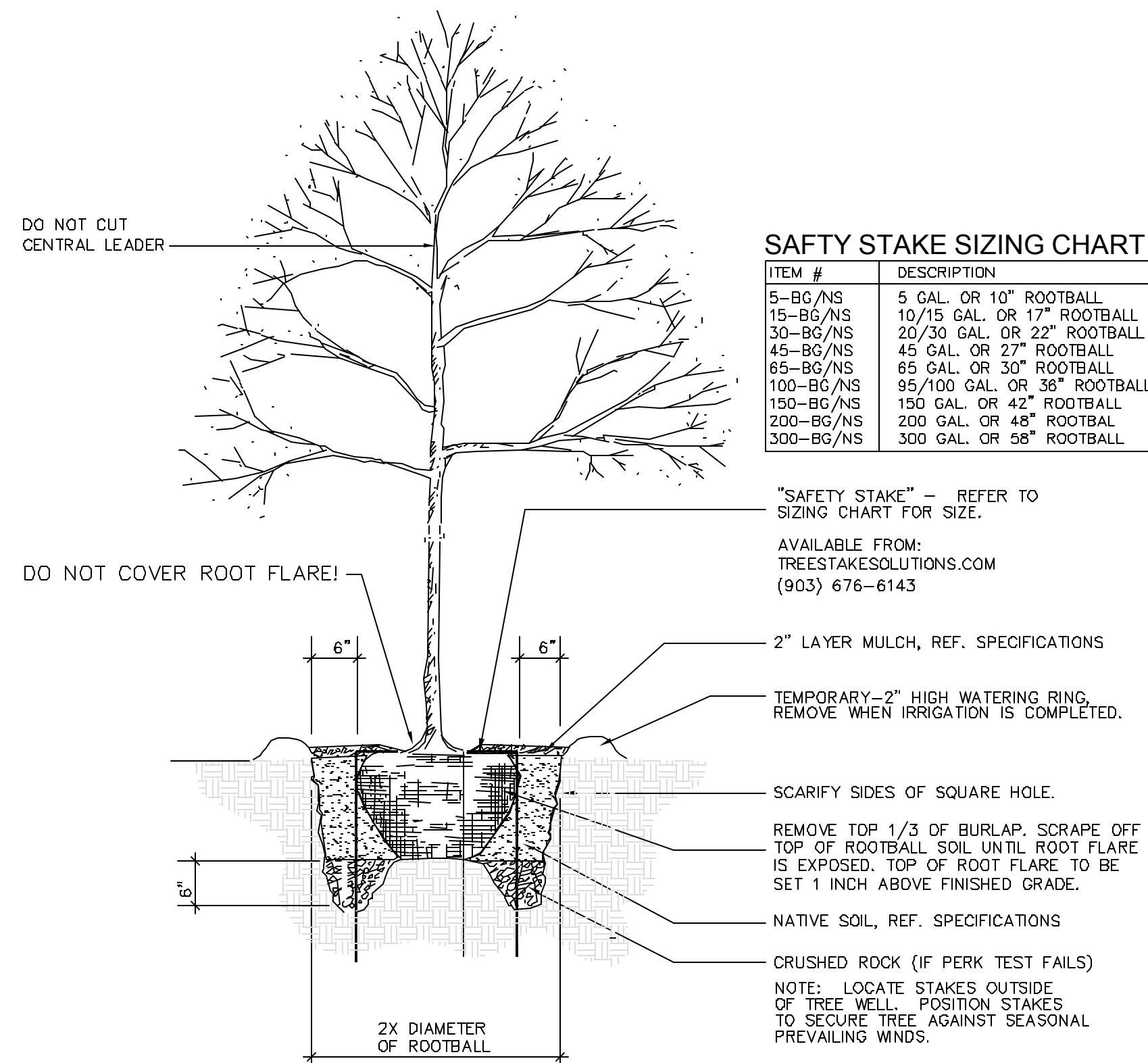
THE PROPERTY OWNER, TENANT, OR AGENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING IN A HEALTHY, NEAT, ORDERLY AND LIVE-GROWING CONDITION AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, IRRIGATION, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIALS NOT A PART OF THE LANDSCAPING. PLANT MATERIALS THAT DIE SHALL BE REPLACED WITH PLANT MATERIALS OF SIMILAR VARIETY AND SIZE.

LANDSCAPE NOTES:

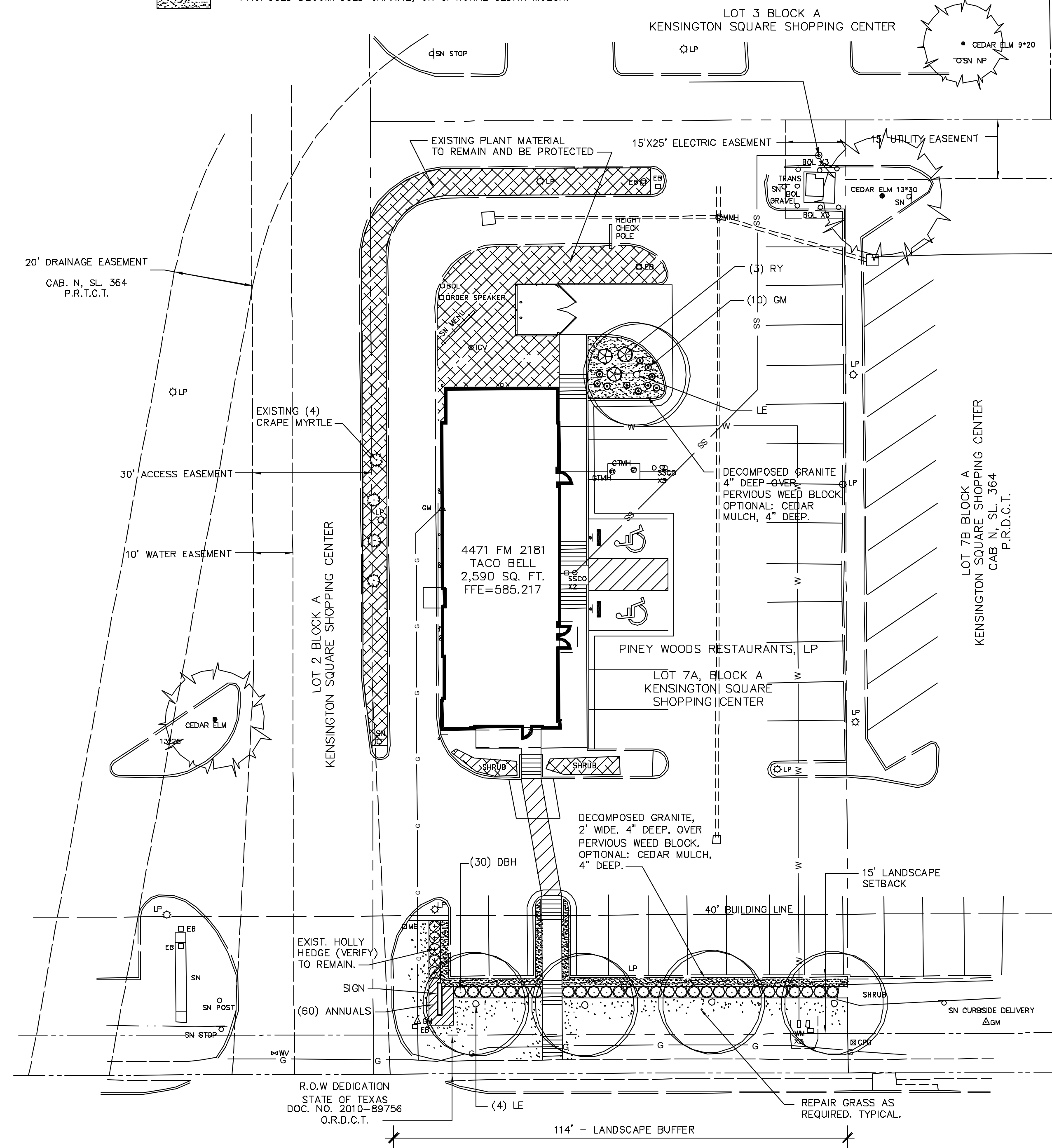
01. ALL LANDSCAPE REQUIREMENTS AND UNDERGROUND IRRIGATION SYSTEM WILL CONFORM TO THE LOCAL CITY ORDINANCE AND DESIGN STANDARDS AND ANY REQUIREMENTS OF THIS STATE, IF APPLICABLE.
02. NO PLANT MATERIAL SHALL BE PLANTED UNTIL THE LANDSCAPE IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREAS.
03. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, CABLES, STRUCTURES AND LINE RUNS.
04. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES BASED ON THE DRAWING(S) AND ACTUAL FIELD DIMENSIONS. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE OWNER(S) AND SHALL NOT BE CONSIDERED ABSOLUTE. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
05. NOTIFY THE OWNER OF ANY DISCREPANCIES THAT ARISE DURING THE CONSTRUCTION PERIOD. FAILURE TO MAKE SUCH DISCREPANCIES KNOWN TO OWNER WILL RESULT IN THE CONTRACTOR'S LIABILITY TO REDO WORK AS NECESSARY TO ACHIEVE THE DESIGN INTENT.
06. PROTECT EXISTING VEGETATION, EQUIPMENT, STRUCTURES, UTILITIES, AND OTHER IMPROVEMENTS AT THE PROJECT SITE AND ON ADJACENT PROPERTIES, EXCEPT THOSE INDICATED TO BE REMOVED OR ALTERED. ALL AREAS DISTURBED BY DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION INCLUDING: PAVEMENTS, LANDSCAPE AREAS, IRRIGATION AND LIGHTING.
07. PROVIDE MEASURES AS REQUIRED TO PREVENT EROSION AND DISCHARGE OF SOIL-BEARING RUNOFF AND AIRBORNE DUST TO UNDISTURBED AREAS AND ADJACENT PROPERTIES, SIDEWALKS, STREETS, AND OTHER PAVED SURFACES.
08. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR INSTALLATION.
09. NOTIFY THE LANDSCAPE ARCHITECT IF LAYOUT OF TREES, BEDS AND/OR PLANTS REQUIRE ALTERATION FROM THE LANDSCAPE PLAN. NOTIFICATION WILL BE REQUIRED PRIOR TO ALTERING THE LAYOUT.
10. TREES SHALL BE HANDLED BY ROOT BALLS ONLY. DO NOT DAMAGE BALL, TRUNK, OR LOOSEN TRUNK FROM BALL. TREE TRUNKS ARE TO BE PLANTED STRAIGHT AND MAY BE REQUIRED BY THE OWNER AND/OR THE LANDSCAPE ARCHITECT TO BE STAKED.
11. WHERE NEWLY PLANTED TREES ARE NOT ABLE TO STAND ON THEIR OWN, TREES SHALL BE STAKED WITH AN AT-GRADE ROOT BALL SECURING SYSTEM. THE SYSTEM SHALL SECURELY ANCHOR THE ROOT BALL, WHILE ALLOWING THE TRUNK AND CROWN TO MOVE NATURALLY. THE SYSTEM SHALL NOT USE MATERIALS AND METHODS THAT PENETRATE OR DAMAGE THE ROOT BALL. ABOVE GRADE STAKING SYSTEMS SUCH AS "T" POSTS WITH WIRES, HOSES, STRAPS, OR GUY WIRES WRAPPED AROUND THE TREE TRUNK SHALL NOT BE ALLOWED UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT.
12. ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS AND MATCHING CHARACTER AND BRANCHING STRUCTURE.
13. ALL TREE LOCATIONS SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
14. FINAL LOCATIONS OF PLANT MATERIAL IS SUBJECT FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
15. PROVIDE POSITIVE DRAINAGE THROUGHOUT THE PROJECT AREA. NO PONDING OR STANDING WATER IS ACCEPTABLE.
16. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL BUILDINGS.
17. AT NO TIME WILL ANY PLANT MATERIAL BE ALLOWED TO SETTLE BEYOND THE TOP OF THE ROOT FLARE OR ROOTED SOIL LINE. SHOULD PLANT MATERIAL SETTLE, THE PLANT(S) WILL BE REPLANTED AT THE PROPER HEIGHT AND/OR REPLACED IF NECESSARY AT THE CONTRACTOR'S COST.
18. ALL PROPOSED BED AREAS SHALL BE TILLED TO A DEPTH OF SIX INCHES (6"), ADDING A THREE INCH (3") MINIMUM LAYER OF ORGANIC COMPOST DURING THE PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT THREE INCHES (3") ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
19. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING 1/8" X 4" STEEL EDGING, PAINTED GREEN. ALL ENDS OF STEEL EDGE RUNS SHALL HAVE A RADIUS OR 45 DEGREE ANGLE TO ELIMINATE SHARP EDGES. HAND FLING MAY BE REQUIRED TO ACHIEVE A SMOOTH EDGE.
20. TRIM STEEL EDGING AT A 45 DEGREE ANGLE WHEN EDGING INTERSECTS WITH A WALK OR CURB. DO NOT INSTALL EDGING ALONG CURBS OR WALKS.
21. ALL LANDSCAPE BEDS SHALL RECEIVE A TWO INCH (2") TOP DRESS LAYER OF HARDWOOD MULCH AND ALL TREE WELLS SHALL RECEIVE A THREE INCH (3") LAYER OF SHREDED HARDWOOD MULCH. DO NOT COVER ROOT FLARE.
22. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
23. TURF AREAS SHALL BE CLEAN OF DEBRIS AND RAKED (GRADED) SMOOTH PRIOR TO HYDROMULCH OR SOD INSTALLATION. LANDSCAPE CONTRACTOR TO RECEIVE GRADE WITHIN APPROX. 1/10th OF FINAL GRADE.
24. OWNER RESPONSIBLE TO PROVIDE ELECTRICAL SERVICE FOR THE IRRIGATION SYSTEM, WHICH INCLUDES A HARDWARE OF 110 VOLTS AT MINIMUM FOR THE CONTROLLER.
25. ALL LANDSCAPING LOCATED WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS AS PER THE CITY STANDARDS.
26. ALL LIGHT POLES MAY NOT BE SHOWN ON THE PROJECT SITE OR ADJACENT PROPERTIES. IF A PROPOSED TREE IS IN CONFLICT WITH ANY LIGHT OR UTILITY POLE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT, TO DETERMINE OPTIONS, PRIOR TO PLANTING.
27. ALL PLANTS AND TREES ARE TO CONFORM TO AMERICAN ASSOCIATION OF NURSERMEN AND TEXAS ASSOCIATION OF NURSERMEN STANDARDS.
28. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY LANDSCAPE MATERIAL ON SITE.
29. AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY.
30. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL.



3 SHRUB/GROUNDCOVER DETAIL
NOT TO SCALE



2 TREE PLANTING/STAKING DETAIL
NOT TO SCALE



1 LANDSCAPE PLANTING PLAN
SCALE: 1"=20'-0"

Don C. Wheeler
 Landscape Architect
 Planning Irrigation Design
 Fort Worth, Texas 76147
 P.O. Box 470865
 Office 817.385.1405
 donc@dcwla.com

REVISIONS	DATE	DESCRIPTION

TACO BELL

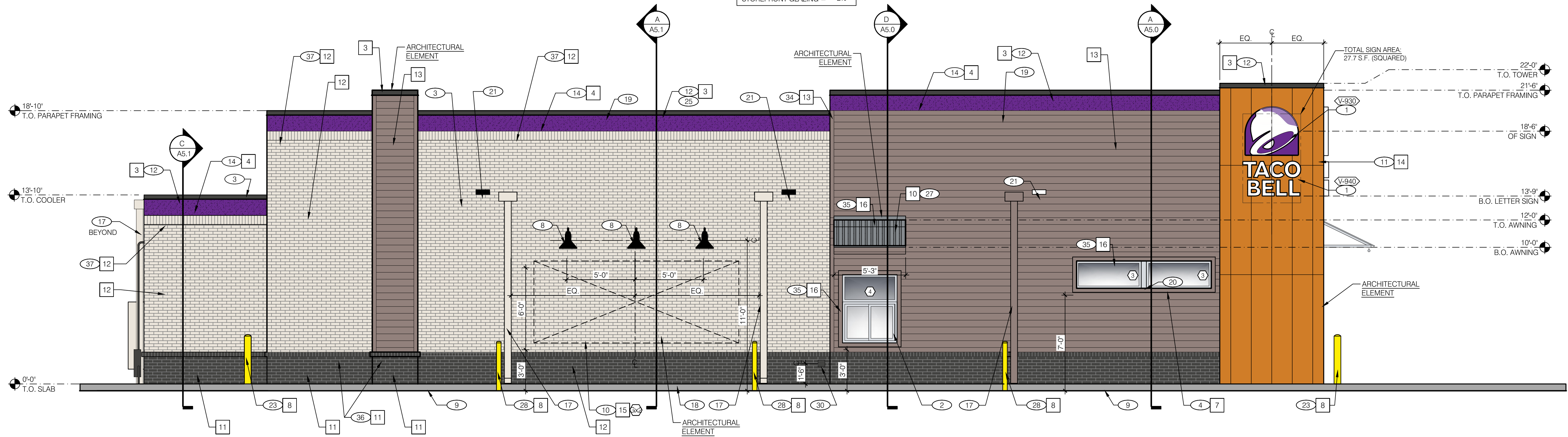
LANDSCAPE PLAN



ISSUE DATE: 07-18-17
D.C.W.L.A. PROJECT NO: 2k17-10
SHEET NO: L1 OF 1L SHEET

WEST ELEVATION

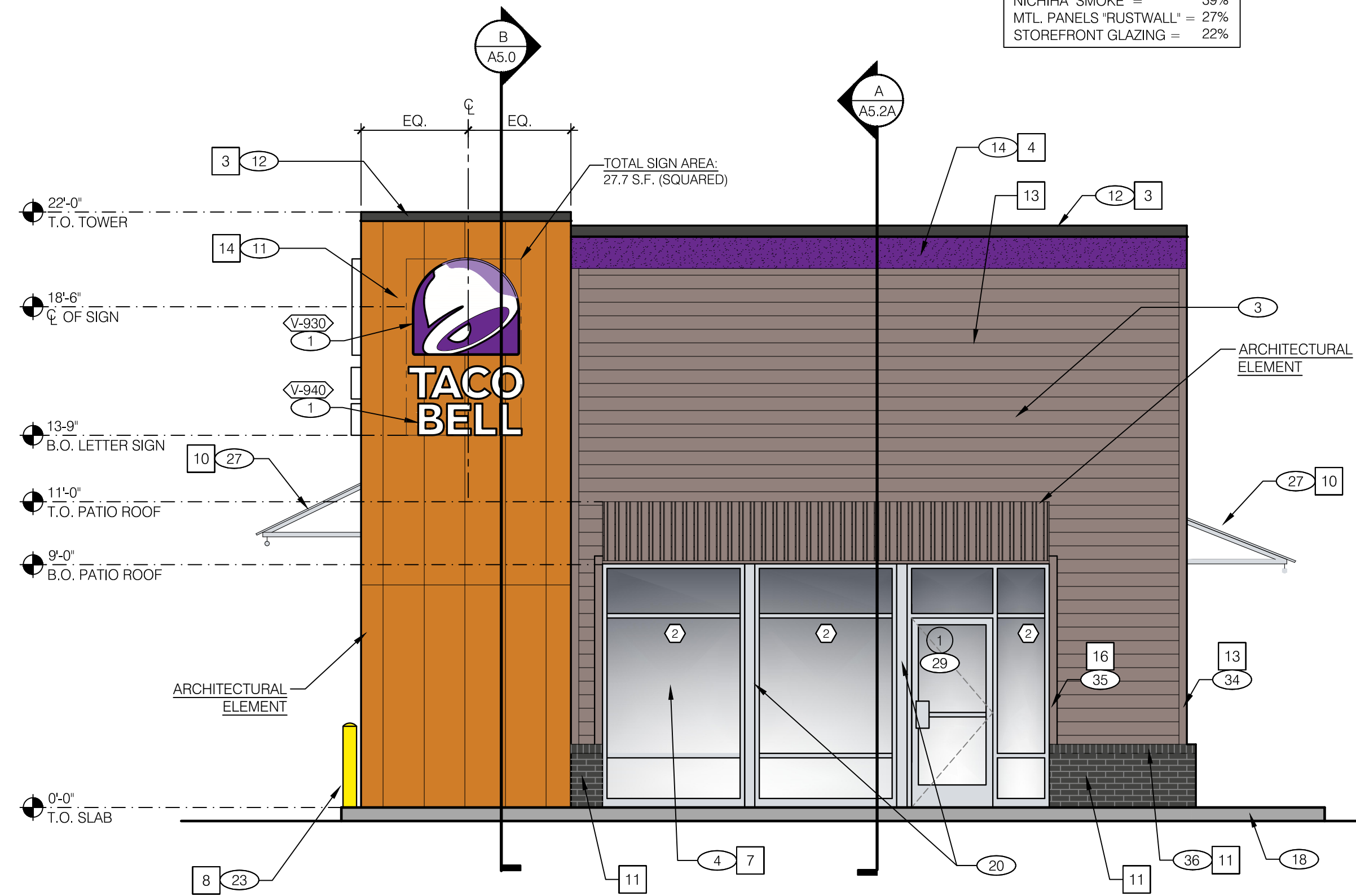
BRICK "IRON ORE" =	10%
BRICK "PACER WHITE" =	40%
STUCCO "DARK PURPLE" =	6%
S. DECK "GALVALUME" =	1%
NICHIHA "SMOKE" =	31%
MTL. PANELS "RUSTWALL" =	10%
STOREFRONT GLAZING =	2%



LEFT SIDE ELEVATION 1/4" = 1'-0" A

SOUTH ELEVATION

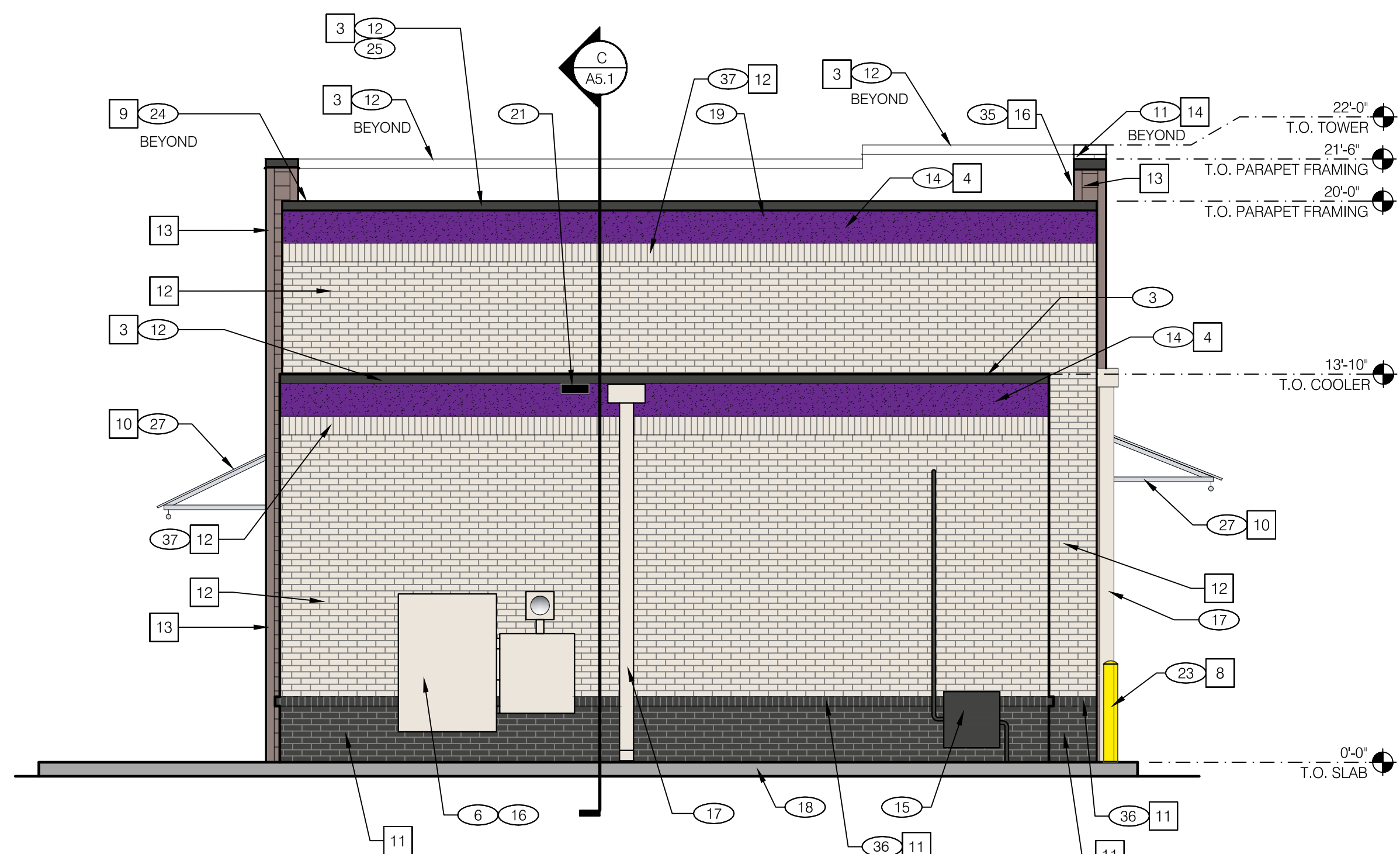
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STUCCO "DARK PURPLE" =	4%
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NICHIHA "SMOKE" =	39%
MTL. PANELS "RUSTWALL" =	27%
STOREFRONT GLAZING =	22%



FRONT ELEVATION 1/4" = 1'-0" C

NORTH ELEVATION

BRICK "IRON ORE" =	11%
BRICK "PACER WHITE" =	72%
STUCCO "DARK PURPLE" =	14%
NICHIHA "SMOKE" =	3%



REAR ELEVATION 1/4" = 1'-0" B

LONNIE SMITH
ARCHITECT
phone 859.624.3745
fax 859.624.3745
519 Hampton Way, Suite 8
Richmond, KY 40475



- △ 07-18-17 CITY PLANNING REV.
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PLAN DATE: 06-01-17
BUILDING TYPE: EXPLORER LITE LG
PLAN VERSION: DECEMBER 2016
JOB NUMBER: 17753

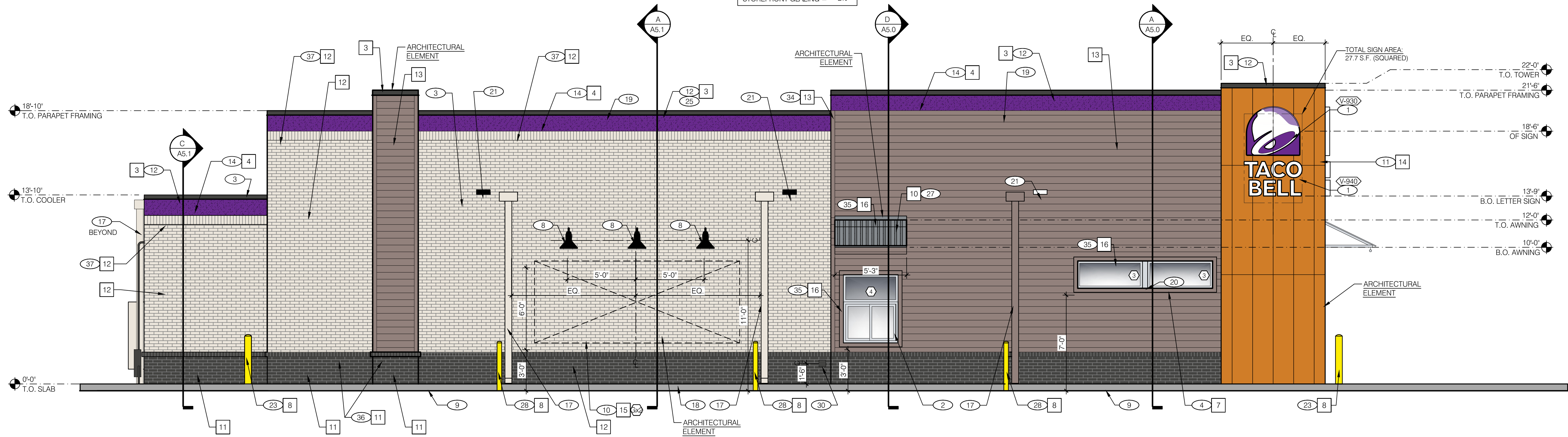
TACO BELL
4471 FM 2181
CORINTH, TX 76210



EXTERIOR ELEVATIONS
A4.1A

WEST ELEVATION

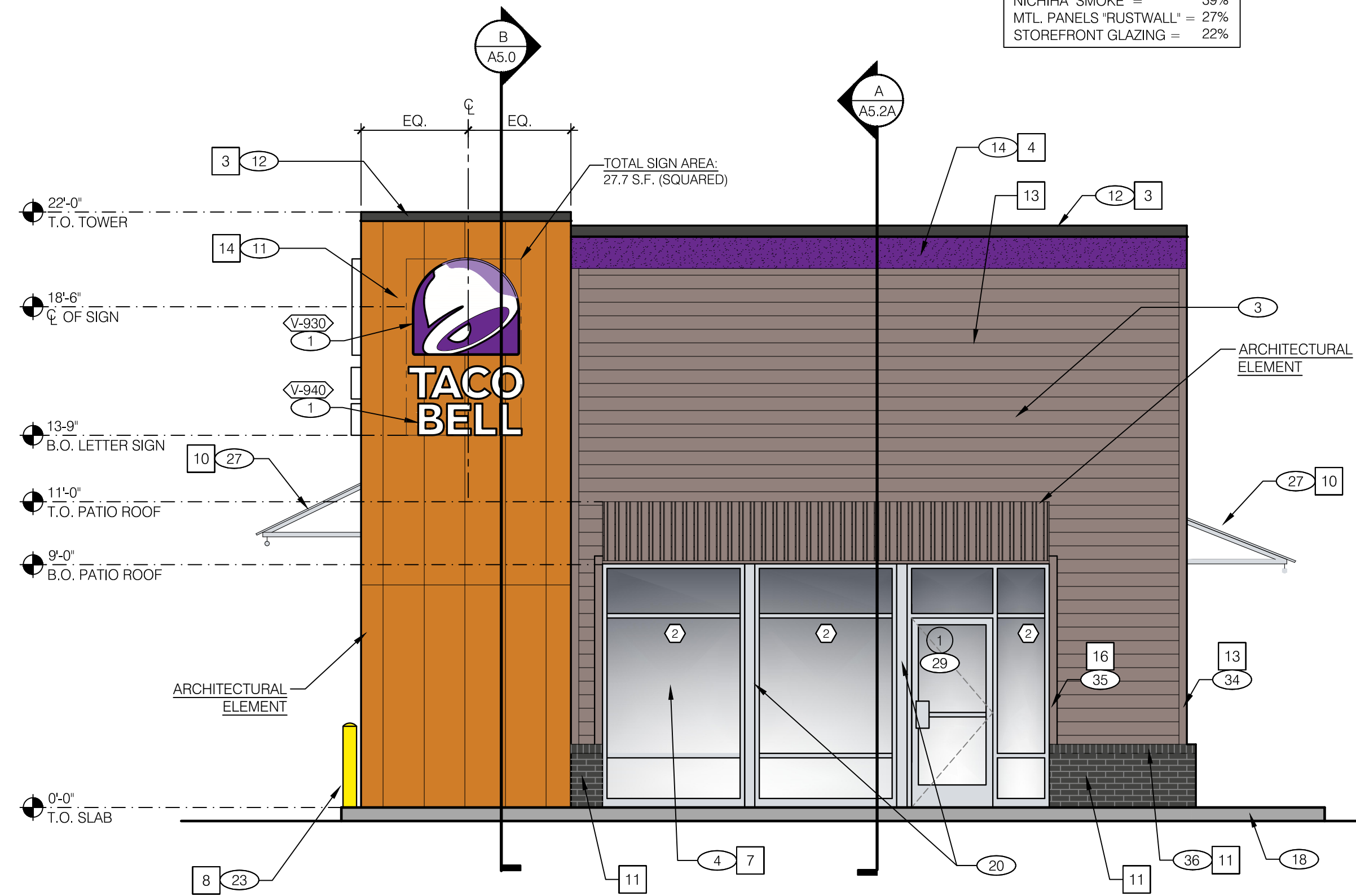
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LEFT SIDE ELEVATION 1/4" = 1'-0" A

SOUTH ELEVATION

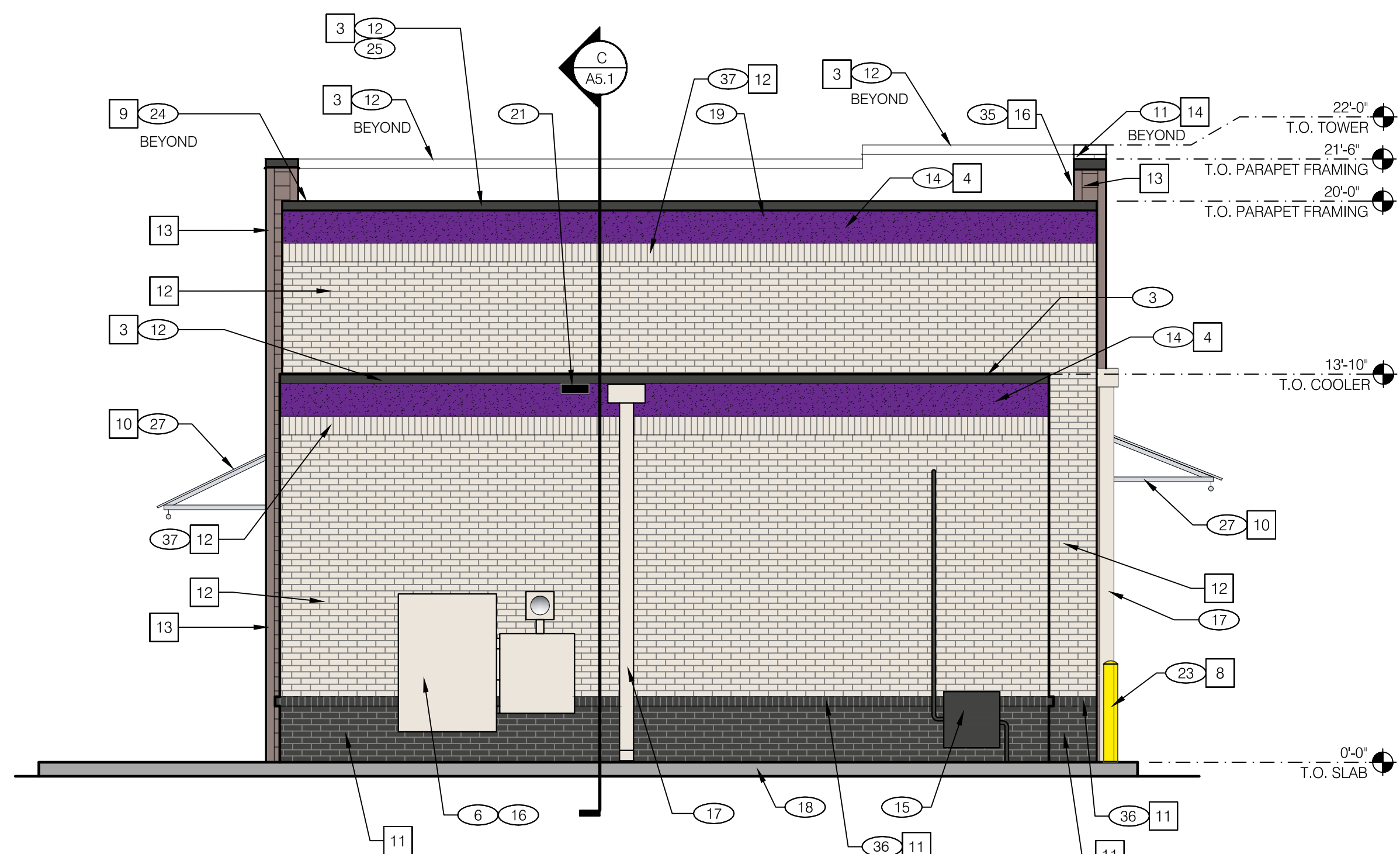
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FRONT ELEVATION 1/4" = 1'-0" C

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REAR ELEVATION 1/4" = 1'-0" B

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ARCHITECT

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Richmond, KY 40475



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PLAN DATE: 06-01-17
BUILDING TYPE: EXPLORER LITE LG
PLAN VERSION: DECEMBER 2016
JOB NUMBER: 17753

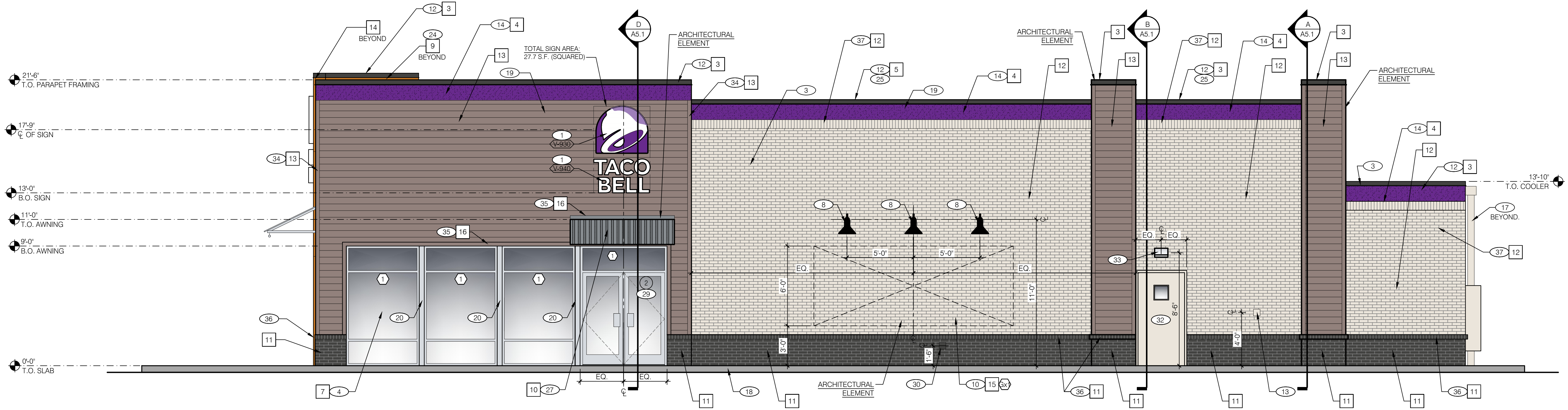
TACO BELL
4471 FM 2181
CORINTH, TX 76210



EXTERIOR ELEVATIONS
A4.1A

EAST ELEVATION

BRICK "IRON ORE" =	8%
BRICK "PACER WHITE" =	45%
STUCCO "DARK PURPLE" =	6%
S. DECK "GALVALUME" =	1%
NICHIHA "SMOKE" =	27%
STOREFRONT GLAZING =	13%



RIGHT SIDE ELEVATION 1/4" = 1'-0" A

MISCELLANEOUS
 A. SEE SHT A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.

SEALERS (REFER TO SPECS):
 A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.
 B. SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB. DO NOT SEAL SILL @ WINDOWS.
 C. APPLY NEOPRENE GASKET (CONT.) BETWEEN BUILDING & CANOPY.

"CRITICAL" DIMENSIONS:
 A. REQUIRED CLEAR OPENING WIDTH TO ENSURE COORDINATION WITH STANDARD SIGNAGE/ BUILDING ELEMENTS DIMENSIONS.

NOTE: NO EXTERIOR SIGNS ARE WITHIN THE SCOPE OF WORK COVERED BY THE BUILDING PERMIT APPLICATION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL EXTERIOR SIGNS AND INSTALLATION OF REQUIRED BLOCKING AND ELECTRICAL CONNECTIONS FOR FINAL APPROVED SIGNS.

#	QTY	ITEM DESCRIPTION	REMARKS
Gx1	1	EXTERIOR MURAL - TBD	
Gx2	1	EXTERIOR MURAL - TBD	

NOTE: SIGNAGE UNDER SEPARATE PERMIT

V-XXX	QTY	ITEM DESCRIPTION	ELEC
V-930	3	TB 3'-6" x 4'-0" LOGO BELL - FACE LIT	X
V-940	3	TB 14" CHANNEL LETTER WHITE	X

SYMBOL	AREA	MANUFACTURER	COLOR	ALTERNATE MFR.	ALTERNATE COLOR	CONTACT INFORMATION
1	CANOPY RAFTER/ BEAM PAINT	SHERWIN WILLIAMS	SW3022 "WOODSCAPES BLACK ALDER"			SHERWIN WILLIAMS; BRAD HARRINGTON, 216-228-54988 (PHONE), BRAD.E.HARRINGTON@SHERWIN.COM (EMAIL)
2	CANOPY COLUMN PAINT	SHERWIN WILLIAMS	SW 7062 ROCK BOTTOM			
3	PARAPET CAP	DUROLAST (25)	MEDIUM BRONZE (FACTORY FINISH)	SHERWIN WILLIAMS	SW 7069 "IRON ORE"	DURO-LAST; LEE COBB, 800-434-3876 (PHONE)
4	PAINTED STUCCO	TBD	SHERWIN WILLIAMS TB2603C "DARK PURPLE"			
5	NOT USED					
6	NOT USED					
7	STOREFRONT WINDOWS	TBD	CLEAR ANODIZED			
8	PIPE BOLLARDS	STREET SMART	YELLOW - 1/4" THICK PLASTIC COVER (US.POSTMAN.COM) OR EQUAL			
9	PARAPET BACK ROOFING	DUROLAST	THE COLOR SHALL BE FACTORY COLORED "TAN." EQUAL ALTERNATE ALLOWED.			DURO-LAST; LEE COBB, 800-434-3876 (PHONE)
10	AWNING	BERRIDGE	S-DECK PREWEATHERED GALVALUME			
11	BRICK	VERIFY W/ OWNER	BRICK TO MATCH SHERWIN WILLIAMS SW 7069 IRON ORE			
12	BRICK	VERIFY W/ OWNER	PAINTED SW 6098 PACER WHITE			
13	FIBER CEMENT PANELS	NICHIHA - ROUGH SAWN	"SMOKE"			NICHIHA; CHRIS TATE, 404-538-1261 (PHONE), ctate@nichiha.com (EMAIL)
14	METAL PANELS	WESTERN STATES METAL ROOFING	18" A606-4 RUSTWALL PANELS			WESTERN METAL DECK; RUSTY FAILS - RUSTY@METALDECK.COM - WWW.METALDECK.COM
15	WALL MURAL	THIS STUFF WORKS	TSW8 ACRYLI-MASTER GRAFFITI RESISTANT COATING			
16	FIBER CEMENT BOARD TRIM	JAMES HARDIE	HARDIETRIM - 5/4" X 3 1/2" SMOOTH			

EXTERIOR FINISH SCHEDULE H

ARTWORK SCHEDULE N.T.S. E

GENERAL NOTES F

- BUILDING SIGN, BY VENDOR. SEE STRUCTURAL BLOCKING ELEVATIONS, SHEET SS.0 FOR MORE INFORMATION. SEE ELECTRICAL PLANS FOR POWER REQUIREMENTS.
- DRIVE THRU WINDOW. SEE SHEET A1.0 AND A1.1.
- DASHED LINE INDICATES ROOF BEYOND.
- STOREFRONT, TYPICAL.
- TUBE STEEL POST. SEE STRUCTURAL DWGS.
- SWITCH GEAR. PAINT TO MATCH WALL.
- CORRUGATED METAL ROOF.
- EXTERIOR LAMP. (CENTER OF BRACKET AT 11'-0" A.F.F.).
- ASSUME D/T LANE SURFACE IS 6" BELOW THE FINISH FLOOR. REFER TO GRADING & SITE PLAN.
- OPTIONAL - DASHED BOX INDICATES AREA OF PAINTED 15W x 6H WALL MURAL.
- TOWER WITH METAL PANEL FINISH.
- PARAPET COPING. IF DURO-LAST EDGE TRIM IS USED. USE THE DURO-LAST PRE-FINISHED EDGE TRIM. SEE DETAIL 2/A6.0
- CO2 FILLER VALVE & COVER. SEE DETAIL 5/A6.2 SIM.
- STUCCO. PAINTED.
- GAS SERVICE.
- WALL SHALL BE FINISHED PRIOR TO INSTALLATION OF SWITCHGEAR.

NOT USED N.T.S. B

KEY NOTES D

- SCUPPER, COLLECTOR, AND VERTICAL DOWNSPOUT 6" MIN. PAINT TO MATCH ADJACENT WALL.
- CONCRETE CURB.
- RTU BEYOND. PAINT TO MATCH MAIN BUILDING COLOR.
- BREAK METAL COVER OVER WOOD STUDS TO MATCH STOREFRONT. SEE 3/A6.1
- OVERFLOW SCUPPER
- WOOD RAFTERS. SEE STRUCTURAL DWGS.
- BOLLARD
- SINGLE MEMBRANE ROOFING.
- IF THE DURO LAST PARAPET CAP TRIM IS USED IT SHALL NOT BE PAINTED.
- WOOD HEADER BEAM. SEE STRUCTURAL DWGS.
- METAL AWNING - BY OTHERS
- 4" Ø BOLLARDS AT ALL DOWNSPOUTS.
- STOREFRONT DOOR. REFER TO DOOR SCHEDULE.
- HOSE BIBB LOCATION. REFER TO PLUMBING AND DETAIL 8/A6.2
- GUTTER AND DOWNSPOUT, PAINT TO MATCH COLUMN
- PAINT DOOR - SHERWIN WILLIAMS, SW6098 PACER WHITE.
- WALL PACK LIGHT FIXTURE.
- PRE-FAB CORNER TO MATCH FIBER CEMENT PANEL.
- 3 1/2" FIBER CEMENT BOARD TRIM - PAINT TO MATCH ADJACENT FIBER CEMENT BOARD PANEL.
- BRICK ROWLOCK.
- BRICK SOLDIER COURSE.

LONNIE SMITH
 ARCHITECT
 phone 859.624.3745
 fax 859.624.3745
 519 Hampton Way, Suite 8
 Richmond, KY 40475



07-18-17 CITY PLANNING REV.
 PLAN DATE: 06-01-17
 BUILDING TYPE: EXPLORER LITE LG
 PLAN VERSION: DECEMBER 2016
 JOB NUMBER: 17753

TACO BELL
 4471 FM 2181
 CORINTH, TX 76210



EXTERIOR ELEVATIONS
A4.0A

**Lonnie Smith -
Architect**
P.O. Box 1925
Richmond, KY 40476

phone 859-624-3755
fax 859-624-3745

Corinth City Council
City of Corinth
3300 Corinth Parkway
Corinth, TX. 76208

RE: Proposed Taco Bell
4471 FM 2181

Dear Council Members:

We respectfully request an approval of Alternative Compliance for two exterior finish materials for the Taco Bell on FM 2181. These materials are part of the Taco Bell standard exterior image program and we would like to use at this location as well.

-Nichiha Rough sawn "Smoke" fiber cement panels
-18" A606-4 Rustwall Panels by western State Metal Roofing

We feel these materials meet the spirit and intent of the standards and again respectfully request your approval.

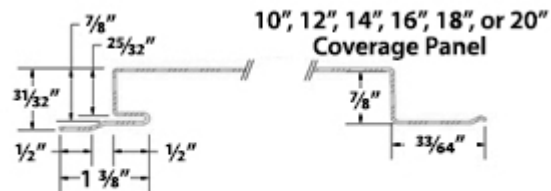
Sincerely,

A handwritten signature in blue ink that reads "Lonnie Smith". The signature is written in a cursive, flowing style.

Lonnie smith Architect

RustWall® Panel

Material does not arrive pre-rusted. Panel will rust naturally with exposure to the weather.



18 inch wide is the most economical width. Other standard widths are 10", 14", 16", 18", 20". Custom widths can be ordered up to 20 inches wide.

Available in A606 Finish (aka Corten) or Bare Cold Rolled Steel. Custom Sheet Lengths are No Problem. Small and Large Orders at Great Pricing.

Corten flush wall panels can be shipped anywhere in the U.S. or Canada.

Features

- 22 Gauge Minimum
- Concealed fastener system for wall, soffit, fascia, or linear applications.
- Custom Widths Available 10" to 26" Wide
- A606 (AKA Corten) has superior corrosion resistance over bare cold rolled steel.
- Matching trim and flat stock available for RustWall®.
- Painted screws in a Koko Brown finish are available to match.

Recommendations and Cautions

- A606-4 and Bare Steel performs best in environments with low humidity
- Applied over a solid substrate
- Load calculations and load tables DO NOT APPLY TO ANY A606 OR BARE STEEL PRODUCT.
- A606-4 should not be used with dissimilar metals other than stainless steel. This will decrease the lifespan of the product. Screws to be Stainless Steel/Painted Brown Head.
- Roofing Underlayment Should be a HIGH TEMPERATURE UNDERLAYMENT.
- Not recommended near salt spray environments and frequent rain locations as it will shorten the life expectancy of the products.
- Acid washing will degrade steel performance.
- Rust runoff will likely stain the surrounding surfaces.

NO WARRANTIES FOR THESE PRODUCTS



RoughSawn Three-Part Specification

07 42 43

Composite Wall Panels

Part I - General

1.1 SECTION INCLUDES:

- A. Exterior, panelized fiber cement cladding system and accessories to complete a drained and back-ventilated rainscreen.
- B. Interior fiber cement panelized cladding system and accessories.

1.2 RELATED SECTIONS

- A. Section 05 41 00 - Structural Metal Stud Framing
- B. Section 06 10 00 - Rough Carpentry
- C. Section 06 16 00 - Sheathing
- D. Section 07 20 00 - Thermal Protection
- E. Section 07 25 00 - Weather Barriers
- F. Section 07 60 00 - Flashing and Sheet Metal
- G. Section 07 90 00 - Joint Protection

1.3 REFERENCES

- A. American Architectural Manufacturers Association (AAMA):
 - 1. AAMA 509-09 – Voluntary Test and Classification Method of Drained and Back Ventilated Rain Screen Wall Cladding Systems
- B. ASTM International (ASTM):
 - 1. ASTM C 518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 2. ASTM C 1185 - Standard Test Methods for Sampling and Testing Non-Asbestos Fiber Cement.
 - a. ASTM C 1186 – Standard Specification for Flat Fiber-Cement Sheets.
 - 3. ASTM E-84 - Standard Test for Surface Burning Characteristics of Building Materials.
 - 4. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 5. ASTM E 228 - Standard Test Method for Linear Thermal Expansion of Solid Materials with a Vitreous Silica Dilatometer.

- 6. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- 7. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- 8. ASTM G 23 - Standard Practice for Operating Light-Exposure Apparatus (Carbon-Arc Type) with and without Water for Exposure of Nonmetallic Materials, Replaced by G152 and G153.
- C. Florida Building Code - Test Protocol HVHZ
 - 1. Testing Application Standard (TAS) 201, 202, 203 – Impact Test Procedures
- D. National Fire Protection Association (NFPA):
 - 1. NFPA 285 - Fire Test Method for Exterior Wall Assemblies Containing Combustible Material.
 - 2. NFPA 268 – Ignition Resistance of Exterior Wall Assemblies.
- E. Standards Council of Canada & Underwriters Laboratories Canada (ULC):
 - 1. CAN/ULC S-102 – Standard Method of Test for Surface Burning Characteristics.
 - 2. CAN/ULC S-134 – Standard Method of Fire Test of Exterior Wall Assembly.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Submit manufacturer’s product description, storage and handling requirements, and installation instructions.
- C. Product Test Reports and Code Compliance: Documents demonstrating product compliance with local building code, such as test reports or Evaluation Reports from qualified, independent testing agencies.
- D. LEED Credits: Provide documentation of LEED Credits for project certification under USGBC LEED 2009 (Version 3.0) or 2012 v.4.
- E. Manufacturer’s Details: Submit drawings (.dwg, .rvt, and/or .pdf formats), including plans, sections, showing installation details that demonstrate product dimensions, edge/termination conditions/treatments, compression and control joints, corners, openings, and penetrations.
- F. Samples: Submit samples of each product type proposed for use.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. All fiber cement panels specified in this section must be supplied by a manufacturer with a minimum of 10 years of experience in fabricating and supplying fiber cement cladding systems.

a. Products covered under this section are to be manufactured in an ISO 9001 certified facility.

2. Provide technical and design support as needed regarding installation requirements and warranty compliance provisions.

B. Installer Qualifications: All products listed in this section are to be installed by a single installer trained by manufacturer or representative.

C. Mock-Up Wall: Provide a mock-up wall as evaluation tool for product and installation workmanship.

D. Pre-Installation Meetings: Prior to beginning installation, conduct conference to verify and discuss substrate conditions, manufacturer's installation instructions and warranty requirements, and project requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Panels must be stored flat and kept dry before installation. A waterproof cover over panels and accessories should be used at all times prior to installation.

B. If panels are exposed to water or water vapor prior to installation, allow to completely dry before installing. Failure to do so may result in panel shrinkage at ship lap joints, and such action may void warranty.

C. Panels MUST be carried on edge. Do not carry or lift panels flat. Improper handling may cause cracking or panel damage.

D. Direct contact between the panels and the ground should be avoided at all times. It is necessary to keep panels clean during installation process.

1.7 WARRANTY

A. Provide manufacturer's 15-year warranty against manufactured defects in fiber cement panels. Additional 5-year extension available when refinished in year 14-15.

B. Provide manufacturer's 15-year warranty against manufactured defects in panel finish.

C. Warranty provides for the original purchaser. See warranty for detailed information on terms, conditions and limitations.

PART II: PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Nichiha Corporation, 18-19 Nishiki 2-chome Naka-ku, Nagoya, Aichi 460-8610, Japan.

B. Acceptable Manufacturer's Representative: Nichiha USA, Inc., 6465 E. Johns Crossing, Suite 250, Johns Creek, GA 30097. Toll free: 1.866.424.4421, Office: 770.805.9466, Fax: 770.805.9467, www.nichiha.com.

1. Basis of Design Product: Nichiha RoughSawn.

- a. Profile colors: Espresso, Smoke, and Tobacco.
- b. Profiles: Sawn wood texture with three grooves - 3/8" wide - running lengthwise, spaced 4-1/8" apart.
- c. Accessory/Component Options:
 - i. Manufactured Corners with 3-1/2" returns for each profile color.
 - ii. Aluminum trim to be painted per finish schedule: Outside corners (Corner Key, Open Outside Corner), vertical joints (H-Mold), terminations (J-Mold)
 - iii. Essential Flashing System: Starter, Compression Joint, Overhang.
- d. Dimensions - AWP-3030: 455mm (17-7/8") (h) x 3,030 mm (119-5/16") (l).
- e. Panel Thickness: 16 mm (5/8").
- f. Weight: 57.32 lbs. per panel.
- g. Coverage: 14.81 sq. ft. per panel.
- h. Factory sealed on six [6] sides.

C. Substitutions: Not permitted.

D. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

2.2 MATERIALS

A. Fiber cement panels manufactured from a pressed, stamped, and autoclaved mix of Portland cement, fly ash, silica, recycled rejects, and wood fiber bundles.

B. Panel surface pre-finished and machine applied.

C. Panels profiled along 3030mm edges so that the long joints between the installed panels are ship-lapped.

D. Factory-applied sealant gasket added to top panel edge; all 3030mm edge joints contain a factory sealant.

2.3 PERFORMANCE REQUIREMENTS:

A. Fiber Cement Cladding – Must comply with ASTM C-1186, Type A, Grade II requirements:

- 1. Wet Flexural Strength, lower limit: 1015 psi.
- 2. Water Tightness: No water droplets observed on any specimen.

3. Freeze-thaw: No damage or defects observed.
 4. Warm Water: No evidence of cracking, delamination, swelling, or other defects observed.
 5. Heat-Rain: No crazing, cracking, or other deleterious effects, surface or joint changes observed in any specimen.
- B. Mean Coefficient of Linear Thermal Expansion (ASTM E-228): Max 1.0×10^{-5} in./in. F.
- C. Surface Burning (CAN-ULC S102/ASTM E-84): Flame Spread: 0, Smoke Developed: 5.
- D. Wind Load (ASTM E-330): Contact manufacturer for ultimate test pressure data corresponding to framing type, dimensions, fastener type, and attachment clips. Project engineer(s) must determine Zone 4 and 5 design pressures based on project specifics.
1. Minimum lateral deflection: L/120.
- E. Water Penetration (ASTM E-331): No water leakage observed into wall cavity.
- F. Weather Resistant (ASTM G-23): No cracking, checking, crazing, erosion, or other detrimental effects observed.
- G. Steady-State Heat Flux and Thermal Transmission Properties Test (ASTM C-518): thermal resistance R Value of 1.23.
- H. Fire Resistant (ASTM E-119): The wall assembly must successfully endure 60-minute fire exposure without developing excessive unexposed surface temperature or allowing flaming on the unexposed side of the assembly.
- I. Ignition Resistance (NFPA 268): No sustained flaming of panels, assembly when subjected to a minimum radiant heat flux of $12.5 \text{ kW/m}^2 \pm 5\%$ in the presence of a pilot ignition source for a 20-minute period.
- J. Fire Propagation (NFPA 285): Wall assembly of Nichiha AWP, Ultimate Clips and Starter Track, Tyvek Commercial Wrap, $\frac{1}{2}$ " Densglass Gold Sheathing, 16" o.c. 18 gauge steel studs, mineral wool in-cavity insulation, and interior $\frac{5}{8}$ " Type X gypsum met the acceptance criteria of NFPA 285.
- K. Fire Propagation (CAN/ULC S-134): Wall assembly of Nichiha AWP, Ultimate Clips and Starter Track, Tyvek Housewrap, $\frac{5}{8}$ " FRT plywood, 16" o.c. 2x wood studs, fiberglass in-cavity insulation, and interior $\frac{5}{8}$ " Type X gypsum met the acceptance criteria of CAN/ULC S-134.
- L. Drained and Back Ventilated Rainscreen (AAMA 509-09): System must pass all component tests.
- M. Florida Building Code - Test Protocol HVHZ (TAS 201, 202, 203): Passed.

2.4 INSTALLATION COMPONENTS

A. Ultimate Clip System:

1. Starter Track:
 - a. Horizontal Panel Installations - FA 700 – 3,030mm (l) galvalume coated steel.
 - b. Vertical Panel Installations (AWP-3030 only) – FA 710T – 3,030mm (l) galvalume coated steel.
2. Panel Clips: JEL 777 “Ultimate Clip” (10mm rainscreen for 16mm AWP) – Zinc-Aluminum-Magnesium alloy coated steel.
 - a. Joint Tab Attachments (included) – used at all AWP-1818 panel to panel vertical joints – NOT used with AWP-3030 installations.
3. Single Flange Sealant Backer – FHK 1017 (10mm) – 6.5’ (l) fluorine coated galvalume.
4. Double Flange Sealant Backer – FH 1020 (10mm) – 10’ (l) fluorine coated galvalume.
5. Corrugated Spacer – FS 1005 (5mm), FS 1010 (10mm) – 4’ (l).
6. Finish Clip (optional) – JE310 (5mm)

B. Aluminum Trim (optional): Paint as specified in finish schedule.

C. Essential Flashing System (optional):

1. Starter – main segments (3,030mm), inside corners, outside corners
2. Compression Joint – main segments (3,030mm)
3. Overhang – main segments (3,030mm), inside corners, outside corners, joint clips

D. Fasteners: Corrosion resistant fasteners, such as hot-dipped galvanized screws appropriate to local building codes and practices must be used. Use Stainless Steel fasteners in high humidity and high-moisture regions. Panel manufacturer is not liable for corrosion resistance of fasteners. Do not use aluminum fasteners, staples or fasteners that are not rated or designed for intended use. See manufacturer’s instructions for appropriate fasteners for construction method used.

E. Flashing: Flash all areas specified in manufacturer’s instructions. Do not use raw aluminum flashing. Flashing must be galvanized, anodized, or PVC coated.

F. Sealant: Sealant shall comply with ASTM C920, Class 35.

PART III: EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Fiber cement panels can be installed over braced wood, steel studs and sheathing including plywood, OSB, plastic foam or fiberboard sheathing. Fiber cement panels can also be installed over Structural Insulated Panels (SIP's), Concrete Masonry Units (CMU's) and Concrete Block Structures (CBS's) with furring strips, and Pre-Engineered Metal Construction. Insulated Concrete Forms (ICFs) are **NOT** an approved substrate under any condition.
2. Allowable stud spacing: 16" o.c. maximum.
3. A weather resistive barrier is required when installing fiber cement panels. Use an approved weather resistive barrier (WRB) as defined by the 2015 IBC or IRC. Refer to local building codes.
4. Appropriate metal flashing should be used to prevent moisture penetration around all doors, windows, wall bottoms, material transitions and penetrations. Refer to local building codes for best practices.

B. Examine site to ensure substrate conditions are within alignment tolerances for proper installation.

C. Do not begin installation until unacceptable conditions have been corrected.

D. Do not install panels or components that appear to be damaged or defective. Do not install wet panels.

3.2 TOLERANCE

A. Wall surface plane must be plumb and level within +/- ¼ inch in 20 feet in any direction.

1. One layer of Nichiha 5mm (~3/16") Spacer may be used as shim.

3.3 INSTALLATION

A. General: Install products in accordance with the latest installation guidelines of the manufacturer and all applicable building codes and other laws, rules, regulations and ordinances. Review all manufacturer installation, maintenance instructions, and other applicable documents before installation.

1. Consult with your local dealer or Nichiha Technical Department before installing any Nichiha fiber cement product on a building higher than 45 feet or three stories or for conditions not matching prescribed standard installation guide requirements and

methods. Special installation conditions may be required via a **Technical Review and Special Applications Form (SAF)** process.

2. **Vertical Control/Expansion Joints** are required within 2-10 feet of outside corners finished with metal trim *and* approximately every 30 feet thereafter.

3. **Horizontal/Compression Joints** are required for multi-story installations of AWP. Locate joints at floor lines. Joints are flashed minimum ½” breaks. Do not caulk. Refer to installation guide(s).

A. Wood framed buildings of three or more floors require a compression joint at each floor.

B. Steel framed buildings (including reinforced concrete core with LGMF exterior walls) of more than three floors (or 45 feet) require a compression joint every 25 feet at a floor line.

B. Panel Cutting

1. Always cut fiber cement panels outside or in a well ventilated area. Do not cut the products in an enclosed area.

2. Always wear safety glasses and NIOSH/OSHA approved respirator whenever cutting, drilling, sawing, sanding or abrading the products. Refer to manufacturer SDS for more information.

3. Use a dust-reducing circular saw with a diamond-tipped or carbide-tipped blade.

a. Recommended circular saw: Makita 7-1/4” Circular Saw with Dust Collector (#5057KB).

b. Recommended blade: Tenryu Board-Pro Plus PCD Blade (#BP-18505).

c. Shears (electric or pneumatic) or jig saw can be used for complicated cuttings, such as service openings, curves, radii and scrollwork.

4. **Silica Dust Warning:** Fiber cement products may contain some amounts of crystalline silica, a naturally occurring, potentially hazardous mineral when airborne in dust form. Consult product SDS or visit

<https://www.osha.gov/dsg/topics/silicacrystalline/>.

3.4 CLEANING AND MAINTENANCE

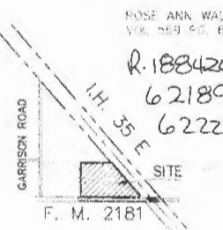
A. Review manufacturer guidelines for detailed care instructions.

Cabin
Pg 364

CURVE	NORTH	EAST	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
1-1	5772.86	4156.44	82.50'	46°5'04"	38.50'	74.57'	72.66'	N37°53'30"E
1-2	5453.36	4204.58	112.50'	30°00'00"	30.14'	58.90'	48.23'	S41°58'01"W
1-3	4663.00	4210.63	112.50'	26°58'02"	26.97'	52.26'	47.46'	S27°48'15"E
1-4	4177.86	4156.44	112.50'	47°16'31"	43.74'	81.70'	79.91'	S27°48'15"E
1-5	4453.36	4104.08	92.50'	46°15'04"	48.04'	90.31'	88.37'	N37°58'30"E
1-6	4453.36	4104.08	92.50'	30°00'00"	24.79'	48.43'	47.88'	S41°58'01"W
1-7	4456.30	4210.67	92.50'	26°58'02"	22.18'	43.54'	43.14'	S41°29'01"W
1-8	5536.66	4210.67	92.50'	47°16'31"	35.15'	67.77'	65.77'	S27°48'15"E
1-9	6027.93	4019.24	89.00'	47°57'53"	37.16'	91.73'	50.53'	N27°07'48"W
1-10	6027.93	4019.24	89.00'	47°57'53"	35.02'	66.73'	65.17'	N27°07'48"W

- Service line easements to be abandoned by this Final Plat
1. Electric and telephone line easement as granted to TEXAS POWER & LIGHT COMPANY, dated July 18, 1945, filed May 16, 1946, recorded in Volume 325, Page 313, Deed Records, DENTON County, Texas.
 2. Electric and telephone line easement as granted to TEXAS POWER & LIGHT COMPANY, dated July 3, 1948, filed December 8, 1948, recorded in Volume 336, Page 538, Deed Records, DENTON County, Texas.
 3. Electric and telephone line easement as granted to TEXAS POWER & LIGHT COMPANY, dated June 15, 1959, filed July 20, 1959, recorded in Volume 448, Page 428, Deed Records, DENTON County, Texas.
 4. Electric and telephone line easement as granted to TEXAS POWER & LIGHT COMPANY, dated June 18, 1959, filed July 20, 1959, recorded in Volume 448, Page 442, Deed Records, DENTON County, Texas.
 5. Electric and telephone line easement as granted to TEXAS POWER AND LIGHT COMPANY, dated June 28, 1966, recorded in Volume 540, Page 477, Deed Records, DENTON County, Texas.

CURVE	NORTH	EAST	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
1-1	528.44	4570.67	37.00'	14°28'35"	5.81'	7.58'	7.50'	N27°03'30"E
1-2	4443.27	4454.83	73.00'	40°45'20"	26.36'	49.73'	48.75'	S69°50'30"W
1-3	4443.27	4454.83	73.00'	55°15'41"	37.00'	66.00'	62.00'	S27°00'00"W
1-4	4537.28	4115.07	23.00'	30°00'00"	23.00'	37.40'	37.40'	N44°13'00"E
1-5	572.28	4046.07	37.00'	30°00'00"	20.00'	37.40'	37.40'	S44°13'00"E
1-6	5525.41	3746.06	37.00'	30°00'00"	20.00'	31.42'	31.42'	S45°13'00"E
1-7	5525.41	3746.06	37.00'	40°45'20"	26.36'	31.42'	31.42'	S45°13'00"E
1-8	5428.88	3621.45	20.00'	90°00'00"	7.00'	31.42'	31.42'	N44°47'00"W
1-9	5428.88	3621.45	20.00'	53.00'	50.06'	26.71'	26.71'	N44°47'00"W
1-10	5428.88	3621.45	20.00'	60°47'52"	11.73'	21.22'	20.24'	N30°36'50"E
1-11	5428.88	3621.45	20.00'	60°47'52"	23.33'	51.16'	50.56'	N30°36'50"E
1-12	5428.88	3621.45	20.00'	53°13'00"	13.01'	28.21'	28.21'	N75°19'00"E
1-13	5428.88	3621.45	20.00'	39°32'08"	20.84'	40.77'	40.33'	N75°36'54"E
1-14	5428.88	3621.45	20.00'	15°42'00"	3.07'	6.18'	6.18'	N85°23'04"E
1-15	5428.88	3621.45	20.00'	40°43'56"	25.99'	49.73'	48.72'	S60°51'02"W
1-16	5428.88	3621.45	20.00'	52°15'56"	14.77'	27.44'	26.51'	S64°30'00"W



ROSE ANN WALL
V/LR 249 PG. 879 D.P.

R. 188424, 188425, 62198, 62237,
62189, 164526, 164527,
62221, 188426 /
all deleted
per plat

FINAL PLAT SMO127A
KENSINGTON SQUARE SHOPPING CENTER
LOTS 1 THRU 7, BLOCK A
AN ADDITION TO THE CITY OF CORINTH, TEXAS OUT OF
THE HENRY SWISHER SURVEY, ABSTRACT NO. 1220
DENTON COUNTY, TEXAS.

VICINITY MAP *note:
SCALE 1" = 200'
deeds were in
agreement w/ plat -
originally not set up correctly - additional splits
ENGINEER
NEEDHAM WRIGHT LASKY ENGINEERS INC.
10280 MORRIS DRIVE SUITE 101
DALLAS, TEXAS 75228
158 (214) 357-2981
(214) 357-2985 (FAX)
CONTACT: ROBERT M. NEEDHAM

OWNER LOT-7A
SOUTHERN MULTIFOODS, INC.
101 E. CHEROKEE
JACKSONVILLE, TEXAS, 75766

OWNER LOT-4
CAL AMERICAN PROPERTIES FUND, INC.,
250 PARK CENTER BLVD.
ORLANDO, FLORIDA, 32801

OWNER LOT-8
PRA CORINTH SHOPPING CENTER, L.P.
16775 ADDISON ROAD
SUITE 520
DALLAS, TEXAS 75248
(214) 733-3399
(214) 931-9388 (FAX)

OWNER LOTS 1,3,5 & 7B
KENSINGTON SQUARE L.P.
17400 DALLAS PARKWAY
SUITE 216
DALLAS, TEXAS 75287
(972) 407-9057

OWNER LOT-2
ALBERTSONS INC.
250 PARK CENTER BLVD.
BOISE, IDAHO, 83726
(208) 385-6204

Filed for Record in
DENTON COUNTY, TEXAS
RECORDED WITH ADDRESSES/COUNTY
INDEX
ON SEP 13 1997
Doc/Map : 97-18865729
Doc/Type : 66-88
Doc/Pages : 6-89
Receipt #: 38587

INTERIOR LOT LINES HAVE NO MINIMUM
SIDE YARD BUILDING SET BACKS.

City Council Special Session

Meeting Date: 08/24/2017

Title: Fog Seal Application for Asphalt Paved Subdivisions

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Receive a presentation, consider and act upon approving a contract with SPI Asphalt to apply a fog seal application to Corinth's asphalt roads.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth advertised a sealed bid request on July 10, 2017 for fog seal services and opened bids on July 20, 2017. we received two bids for the service:

SPI Asphalt \$112,999.98

Hall Brothers \$195,220.10

Funding of this project was budgeted for 2017 and is available in the 1/4 Cent Sales Tax Street Maintenance Budget.

A fog seal is an application of emulsified asphalt which is applied to the surface of oxidized pavements in order to rejuvenate the binder agents and prevent water penetration into the pavement. As pavements age, the binder is worn and erodes leading to aggregate loss and the formation of potholes and damage to the paving surface. This process is accelerated over time as more material is lost, the more quickly water is able to penetrate the surface and cause damage deeper into the pavement.

A fog seal will replace the lost binders, seal the aggregate in place, and replace the water resistant nature of the pavement which has shown to greatly extend the life of pavement to between three to five years. The City of Corinth has has performed two fog seal applications to our subdivisions with asphalt streets in the past with great success in preventative maintenance. Corinth applied a fog seal to the parking lots of our Community park in 2014 with great results as well. City staff has already begun the process of minor asphalt repairs and crack sealing to prepare for the application of the fog seal as part of recommended best management for pavement maintenance. Once the fog seal is completed the asphalt streets will be repaired, reconditioned, and relatively maintenance free for three to five years. The entire project should be completed within two weeks with no interruption to our citizens.

RECOMMENDATION

Staff recommends approval of the contract between SPI Aspahl LLC. and the City of Corinth and authorization for the City Manager to execute the contract in the amount of \$112,999.98.

Attachments

- Hall Brothers Bid
 - SPI Asphalt Bid
 - Bid Tabulation
 - Invitation to Bid
 - Contract
-

COPY

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION



APPENDIX A

SUBMITTAL FORMS

**The attached forms shall be completed
and returned with bid submittal**

CITY OF CORINTH BID #1109
 CORINTH FOG SEAL APPLICATION
BID PROPOSAL

Corinth, Texas
July 17, 2017

PROPOSAL OF: HALL BROTHERS, INC.

TO: CITY OF CORINTH

PROPOSAL FOR: **BID #1109 CORINTH FOG SEAL APPLICATION**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 30 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By

[Signature]
 Rob Rudybush, V.P. - Operations
 (Print Name and Title)

Attested By:

[Signature]
 Secretary

7051 S Fm 51
 PARADISE, TX 76073
 Address

(SEAL) If Bidder is a Corporation

NOTE:

Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1 LS	Mobilization (5% maximum) Complete in place, the sum of, <u>NINE THOUSAND,</u> <u>SEVEN HUNDRED</u> Dollars and <u>350</u> Cents	<u>\$ 9700.00</u>	<u>\$ 9700.00</u>
2	3,495 SY	Apply fog seal to Summit Ridge Subdivision asphalt roadways. Complete in place, the sum of, <u>ONE</u> Dollars and <u>Forty FIVE</u> Cents per SY	<u>\$ 1.45</u>	<u>\$ 5,067.75</u>
3	31,246 SY	Apply fog seal to Pecan Creek Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>Forty FIVE</u> Cents per SY	<u>\$ 1.45</u>	<u>\$ 45,306.70</u>
4	10,509 SY	Apply fog seal to Meadows North Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>Forty FIVE</u> Cents per SY	<u>\$ 1.45</u>	<u>\$ 15,238.05</u>
5	22,647 SY	Apply fog seal to Amity Village Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>Forty FIVE</u> Cents per SY	<u>\$ 1.45</u>	<u>\$ 32,838.15</u>
6	22,271 SY	Apply fog seal to Corinth Farms Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>SIXTY</u> Cents per SY	<u>\$ 1.60</u>	<u>\$ 35,633.60</u>
7	17,627 SY	Apply fog seal to Corinth Shores Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>Forty FIVE</u> Cents per SY	<u>\$ 1.45</u>	<u>\$ 25,559.15</u>

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

ITEM NO.	ESTIMATED QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	15,749 SY	Apply fog seal to Forestwood Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>FOURTY FIVE</u> Cents per SY	\$ <u>1.45</u>	\$ <u>22,836.05</u>
9	2,097 SY	Apply fog seal to Gibson Heights Subdivision asphalt roadways Complete in place, the sum of, <u>ONE</u> Dollars and <u>FOURTY FIVE</u> Cents per SY	\$ <u>1.45</u>	\$ <u>3,040.65</u>
		Total bid price in words: Complete in place, the sum of, <u>ONE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED TWENTY</u> Dollars and <u>TEN</u> Cents	TOTAL BID	\$ <u>195,220.70</u>

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business ~~or corporate offices are~~ in the State of Texas:
FOR THIS PROJECT IS

BIDDER:

HALL BROTHERS, INC.
Company

7051 S. Em 51

Paragise TX 76073
City State Zip

972 630 6485
Phone

Fax

Kevin@hallbros.net
Email

By: Bob Routh
(please print)

Signature: [Signature]

Title: V.P. - Operations
(please print)

THIS FORM MUST BE RETURNED WITH YOUR BID

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project
(resold to the Owner as defined in Tax Code) \$ _____

All other charges and costs \$ _____

Total * \$ _____

* The total must equal the total amount of the Contract.

CONTRACTOR:

Company (please print)

By: _____
(signature of authorized person)

Address

Title: _____

City State Zip

Phone

Fax

Email

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

VENDOR REFERENCES

Please list three (3) Government references, other than the City of Corinth, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

7/17/17
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hall Brothers, Inc.
Marysville, KS United States

Certificate Number:
2017-237424

Date Filed:
07/17/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Corinth

Date Acknowledged:

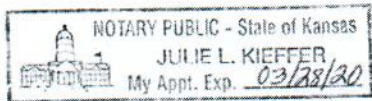
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1109
Fog Seal Application

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct,



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rob Prandybush, this the 17th day of July, 20 17, to certify which, witness my hand and seal of office.

[Signature] Julie L. Kieffer
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §
 §
COUNTY OF _____§

THIS AGREEMENT, made and entered into this _____ day of _____ A.D., 20____, by
and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through
Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER,
and _____, a _____ of the City of _____, County of _____
_____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1109 - Fog Seal all asphalt residential roadways as identified in the attached exhibits. The entire scope will not exceed 125,641 square yards of asphalt surface, and includes proper surface preparation to be performed by the contractor. All asphalt repairs and crack sealing will be performed in advance by the City of Corinth. Work must be completed within 30 consecutive calendar days from the date of the Notice to Proceed.

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

ATTEST:

Party of the First Part, OWNER
By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,
By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

**CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION**

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for

use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

16.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, heir, heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
 - 4.1. Arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete,
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4.
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance Bond

STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That [CONTRACTOR] _____, as Principal, and _____, a corporation organized under the laws of _____ and _____ as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, Owner, a governmental entity as that term is defined in V.C.T.A., Government Code, Section 2253.001, et seq., the sum of [AMOUNT STATED AS A 100% OF TOTAL CONTRACT PRICE] _____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said Owner, and its successors, said Principal and Sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that, whereas said Principal has this day entered into a written contract with said Owner to build and construct the [description of project as it appears on cover of contract documents] _____, which contract and the plans and specifications therein mentioned and adopted by the Owner are hereby expressly made a part thereof as though the same were written and embodied therein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and to perform for a period of 1 Year from the date of final payment by the Owner, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the plans and specifications; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and said Contractor and

Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW, THEREFORE, if said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, said Owner has caused these presents to be executed by [NAME OF CONTRACTOR'S AUTHORIZED AGENT] _____ and the said Surety has caused these presents to be executed by its [ATTORNEY-IN-FACT OR OFFICIAL] _____ and said [ATTORNEY-IN-FACT OR OFFICIAL] _____ has hereto set his hand this the _____ day of _____, 20____.

Surety

Principal

By _____

By _____

Title _____

Title _____

Address _____

Address _____

[SEAL]

[SEAL]

ATTEST:

Contractor

By _____
Surety

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
NOTE: An original Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Hall Brothers, Inc., 1196 Pony Express Hwy, Marysville, KS 66508
(full name and address or legal title of Principal)

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(select Surety)

a corporation duly organized under the laws of the state of New Hampshire as Surety, hereafter called the Surety, are
(select state)

held and firmly bound unto City of Corinth, TX, 3300 Corinth Parkway, Corinth, TX 76208
(full name and address or legal title of Obligee)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (\$ 5%)

for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Obligee a bid for Corinth Fog Seal Application, Bid #1109
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July 2017

BY _____
(Witness)

BY _____
(Witness)

Hall Brothers, Inc.
(Principal)

By: _____
Name/Title: Kevin McClure, Project Manager

North American Specialty Insurance Company
(Surety)

By: _____
Name: Erin Nicole Burch (Attorney-in-Fact)



APPENDIX A

SUBMITTAL FORMS

**The attached forms shall be completed
and returned with bid submittal**

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION
BID PROPOSAL

_____ Corinth _____, Texas
_____, 2017

PROPOSAL OF: _____

TO: CITY OF CORINTH

PROPOSAL FOR: **BID #1109 CORINTH FOG SEAL APPLICATION**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 30 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By _____

(Print Name and Title)

Attested By:

Secretary

Address

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1 LS	Mobilization (5% maximum) Complete in place, the sum of, <u>Fifteen Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>15,000.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
2	3,495 SY	Apply fog seal to Summit Ridge Subdivision asphalt roadways. Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>2,726.¹⁰</u>
3	31,246 SY	Apply fog seal to Pecan Creek Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>24,371.⁸⁸</u>
4	10,509 SY	Apply fog seal to Meadows North Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>8,197.⁰²</u>
5	22,647 SY	Apply fog seal to Amity Village Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>17,664.⁶⁶</u>
6	22,271 SY	Apply fog seal to Corinth Farms Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>17,371.³⁸</u>
7	17,627 SY	Apply fog seal to Corinth Shores Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>13,749.⁰⁶</u>

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

ITEM NO.	ESTIMATED QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	15,749 SY	Apply fog seal to Forestwood Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy Eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>12,284.22</u>
9	2,097 SY	Apply fog seal to Gibson Heights Subdivision asphalt roadways Complete in place, the sum of, <u>Zero</u> Dollars and <u>Seventy Eight</u> Cents per SY	\$ <u>.78</u>	\$ <u>1,621.62</u>
		Total bid price in words: Complete in place, the sum of, <u>One Hundred Twelve Thousand Nine Hundred Ninety Nine</u> Dollars and <u>Seventy Eight</u> Cents	TOTAL BID	\$ <u>12,999.99</u>

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be percent lower than resident bidders by state law. A copy of the statute is attached.
- Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.
- B. Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

SPI Asphalt, LLC.
Company

8565 Thompson Rd

Justin TX 76247
City State Zip

(940) 393-3829
Phone

Fax

andy.hogan@spipaving.com
Email

By: Anthony Hogan
(please print)

Signature: Anthony Hogan

Title: Managing Member
(please print)

THIS FORM MUST BE RETURNED WITH YOUR BID

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project
(resold to the Owner as defined in Tax Code)

\$ 50,000.00

All other charges and costs

\$ 62,999.99

Total *

\$ 112,999.99

* The total must equal the total amount of the Contract.

CONTRACTOR:

SPI Asphalt, LLC.
Company (please print)

By: 
(signature of authorized person)

8565 Thompson Rd.
Address

Title: Managing Member

Justin TX 76247
City State Zip

(940) 393-3829
Phone

Fax

andy.hogan@spipaving.com
Email

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

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

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

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

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

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

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

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

VENDOR REFERENCES

Please list three (3) Government references, other than the City of Corinth, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: City of Canton
LOCATION: Canton Texas
CONTACT PERSON AND TITLE: Walt Lehmann
TELEPHONE NUMBER: 903.567.1841
SCOPE OF WORK: Fog seal application
CONTRACT PERIOD: May 2016

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Town of Fairview
LOCATION: Fairview Texas
CONTACT PERSON AND TITLE: James Chancellor Town Engineer
TELEPHONE NUMBER: 972.886.4235
SCOPE OF WORK: Seal coat / Chip seal
CONTRACT PERIOD: July - August 2016

REFERENCE THREE

GOVERNMENT/COMPANY NAME: City of Gunter
LOCATION: Gunter TX
CONTACT PERSON AND TITLE: Don Wortham Engineer
TELEPHONE NUMBER: 972.335.3214
SCOPE OF WORK: Chip Seal + Sub grade stabilization
CONTRACT PERIOD: February - March 2017

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



INVITATION TO BID FOR
CORINTH FOG SEAL APPLICATION

BID #1109
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date:	Monday, July 3, 2017
ITB Publication Dates:	July 3 & July 10, 2017
Questions Deadline:	Thursday, July 13, 2017 @ 3:00 PM CST
Bid Due Date and Time:	Thursday, July 20, 2017 @ 2:00 PM CST

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

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

Delivery & Mailing Address:

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

Bid Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3244

Sealed bids shall be clearly marked "Bid #1109-Corinth Fog Seal Application - Do not open until 2:00 PM July 20, 2017", and include the bidder's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix A must be completed, signed and returned with the bid.**

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

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

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

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. No telephone, facsimile or electronic bids will be accepted. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

DESCRIPTION

Fog seal residential asphalt roadways.

Continuous two-way traffic must be maintained throughout the project. Proper signage, lane closure, and lane tapers for the project will be required and must meet the standards of the TMUTCD. Application of fog seal material should not exceed the 125,641 SY total.

Summit Ridge. 3,495 square yards of pavement as indicated on "Exhibit 1"

Pecan Creek. 31,246 square yards of pavement as indicated on "Exhibit 2".

Meadows North. 10,509 square yards of pavement as indicated on "Exhibit 3".

Amity Village. 22,647 square yards of pavement as indicated on "Exhibit 4".

Corinth Farms. 22,271 square yards of pavement as indicated on "Exhibit 5".

Corinth Shores. 17,627 square yards of pavement as indicated on "Exhibit 6".

Forestwood. 15,749 square yards of pavement as indicated on "Exhibit 7"

Gibson Heights. 2,097 square yards of pavement as indicated on "Exhibit 8".

1. INSTRUCTIONS TO BIDDERS

1.01 QUALIFICATIONS OF BIDDERS

- A. Submit documentation within five (5) days of Owner's request to demonstrate that the Contractor is qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Include the following information:
1. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
 2. Qualifications and experience of Subcontractors.
 3. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
 4. Previous experience with public contracts and present reference contacts.
 5. List of available equipment.
 6. Evidence of authority to conduct business in the jurisdiction where the project is located.

1.02 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a bid for the project.
1. Read the Contract Documents data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
 2. Visit the site to become familiar with general, local and site conditions that may affect cost, progress or performance of the work in any manner.
 3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the work.
- B. Acknowledge sole responsibility for job site safety by the submission of a Bid for this project.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1.03 INTERPRETATIONS

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

1.04 BID SECURITY

- A. Submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.
- B. Acceptable Bid security are:
 - 1. Certified or cashier's check made payable to the Owner.
 - 2. An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- C. Bid securities will be returned to bidders when the contract award is made or bids are rejected.

1.05 CONTRACT TIME

This project is to be complete within 30 consecutive calendar days from the date of the notice to proceed. Liquidated damages are set forth in the Supplementary Conditions.

1.06 BID FORM

- A. Submit bids on the Bid forms provided with the Contract Documents for each contract Bid. Include supplemental data to be furnished in the same sealed envelope with Proposal.
- B. Bid forms must be completed in ink or electronic bid forms will be provided upon request. The Bid price of each item on the form must be stated in words and numerals. Words take precedence in case of a conflict.
- C. Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.
- E. Acknowledge receipt of all Addenda on the bid form by signing beside the Addenda number. The contractor must acknowledge receipt of Addenda on sealed bid envelope.

1.07 SUBMISSION OF BIDS

Submit bids at the time and place indicated in the Invitation for Bids. Submit bids in a sealed envelope, marked with the Project title and name and address of the Bidder. Include the bid security and other required documents in the envelope. The City does not accept oral, telephone, faxed or electronic bids. The City will reject late proposals.

1.08 MODIFICATION AND WITHDRAWAL OF BIDS

Modify or withdraw bids by submitting an appropriate document executed in the manner that a Bid must be executed. Deliver the modification or withdrawal to the place where Bids are to be submitted at any time prior to the opening of Bids.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1.09 OPENING OF BIDS

- A. Bids will be opened as indicated in the Invitation for Bids.
- B. All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

1.10 AWARD OF CONTRACT

- A. Owner may reject Bids, waive formalities, or disregard nonconforming, conditional Bids or counter proposals.
- B. Owner may consider the following in evaluating the bids and awarding the contract:
 - 1. Contractor's qualifications and ability to demonstrate current capability to complete the project in conformance with the requirements of the contract documents.
 - 2. Compliance of the Bids with requirements of the Contract Documents
 - 3. Alternates and unit prices if requested in the bid forms.
 - 4. The amount bid.
- C. The contract will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project if a contract is to be awarded.

1.11 EXECUTION OF CONTRACT

- A. The successful Bidder must execute the formal Contract Agreement and required Bonds on the forms prepared and submitted by the Owner within fifteen (15) days after the Notice of Award.
- B. A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed.

1.12 WAGE RATES

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

1.13 BONDS

Performance, Payment, and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

1.14 SALES TAXES

The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

1.15 INSURANCE

- A. Bidder's attention is directed to the insurance requirements for Construction Services as attached. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful Bidder shall have a duty to maintain throughout the course of this contract.
- B. Bidder may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Bidders are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
- C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

Insurance may subject the bid to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

2. INSURANCE REQUIREMENTS

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

- A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
 3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
 2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 2.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City

2.1 CONSTRUCTION SERVICES REQUIREMENTS

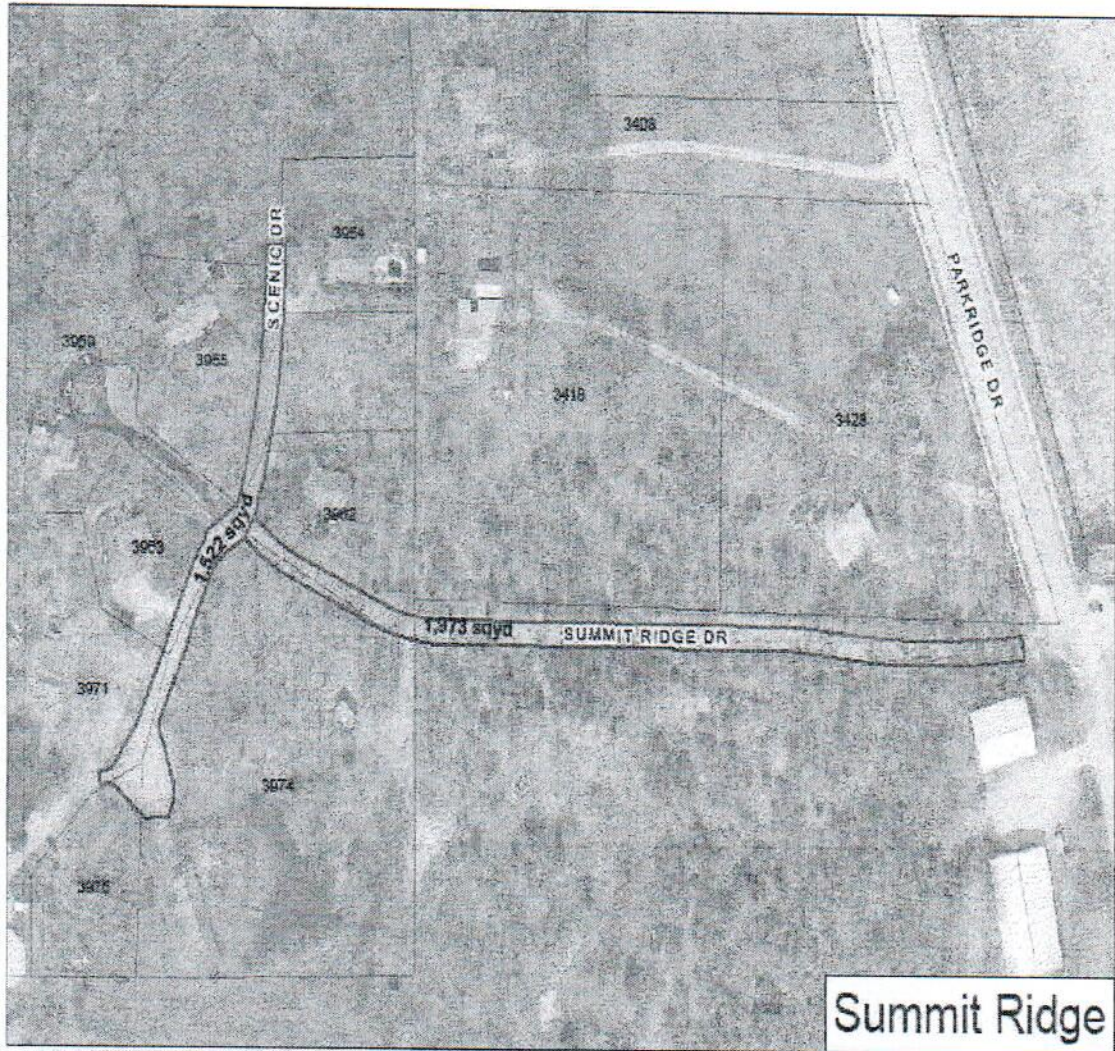
- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance:**
 1. Commercial General Liability: \$1,000,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 2.A.1.

CITY OF CORINTH BID #1109
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2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.
 3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
- C. **Additional Insurance Coverage**: The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

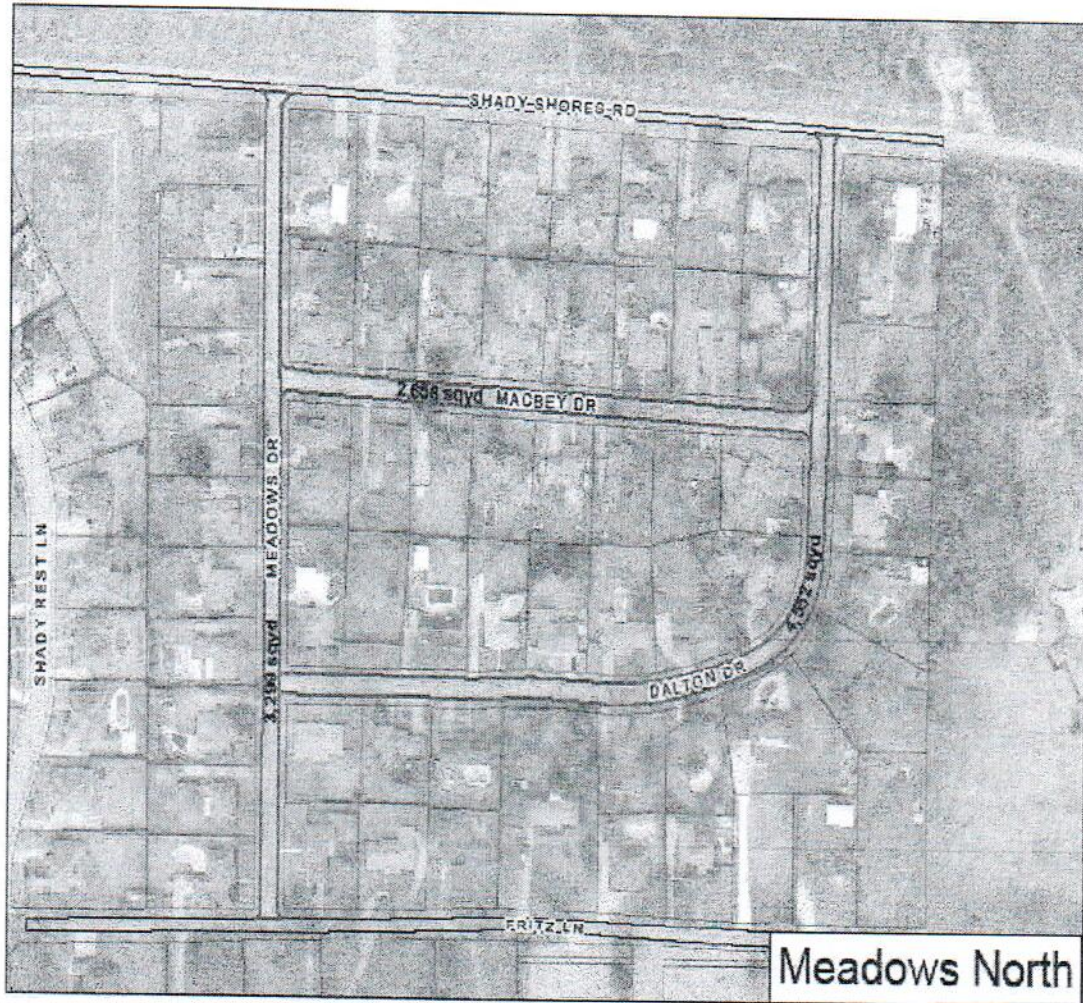
CITY OF CORINTH BID #1109
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EXHIBIT 1



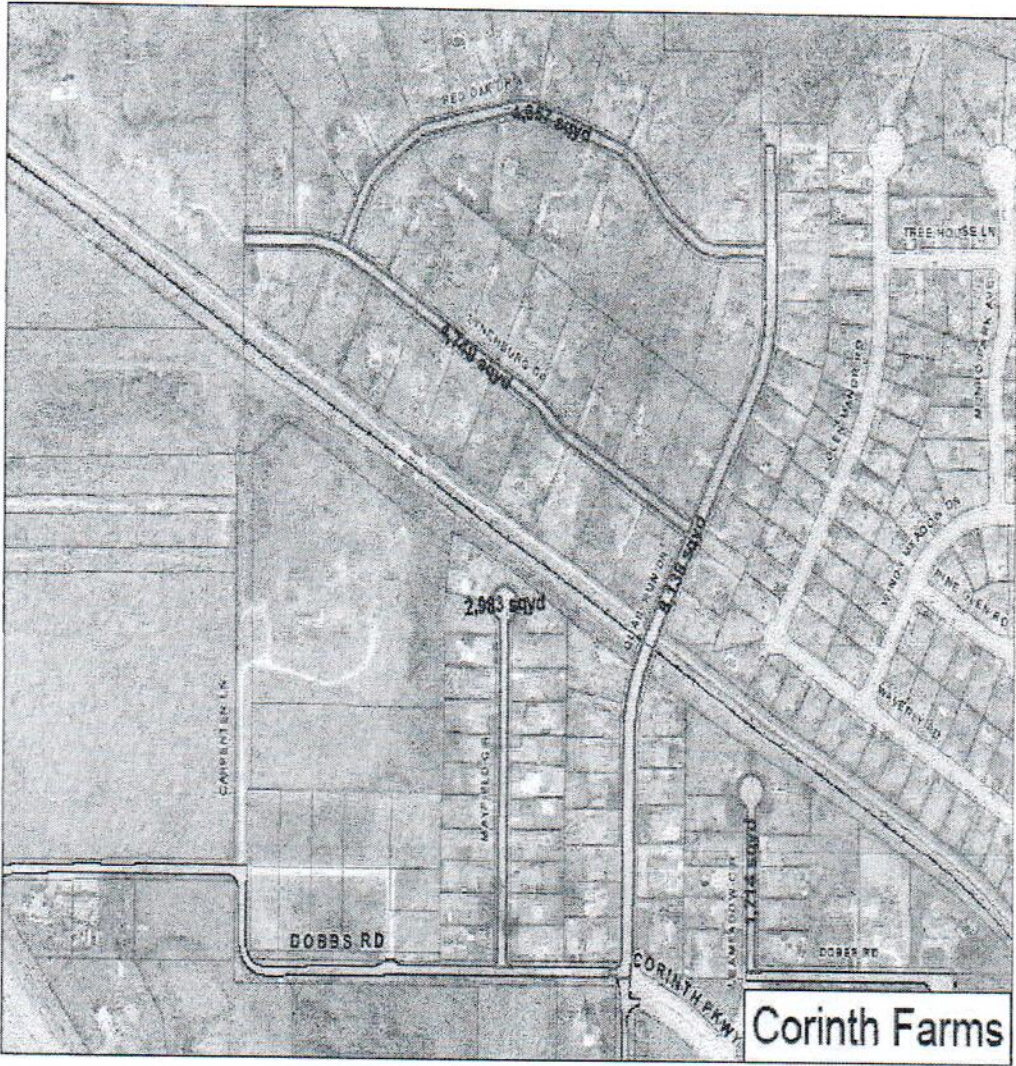
CITY OF CORINTH BID #1109
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EXHIBIT 3



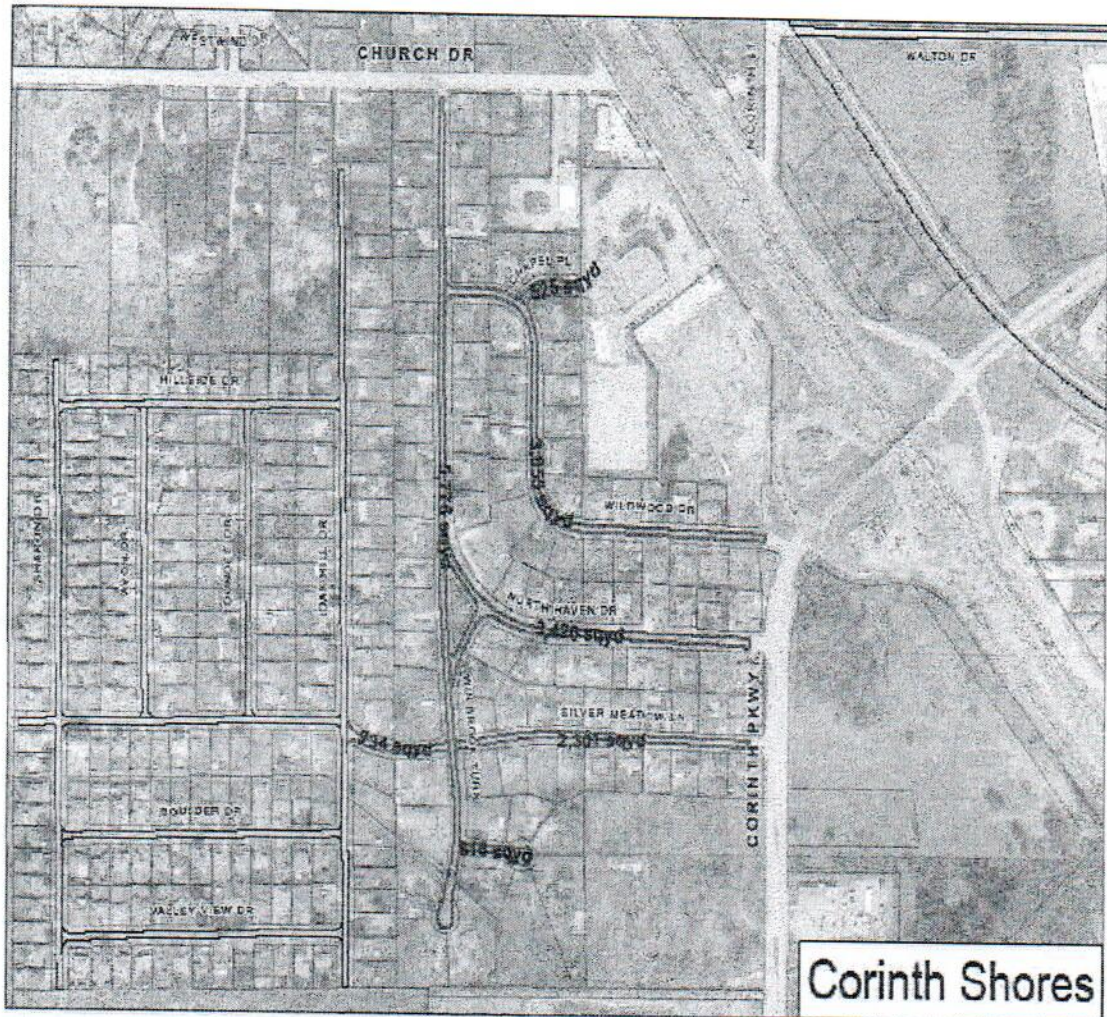
CITY OF CORINTH BID #1109
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EXHIBIT 5



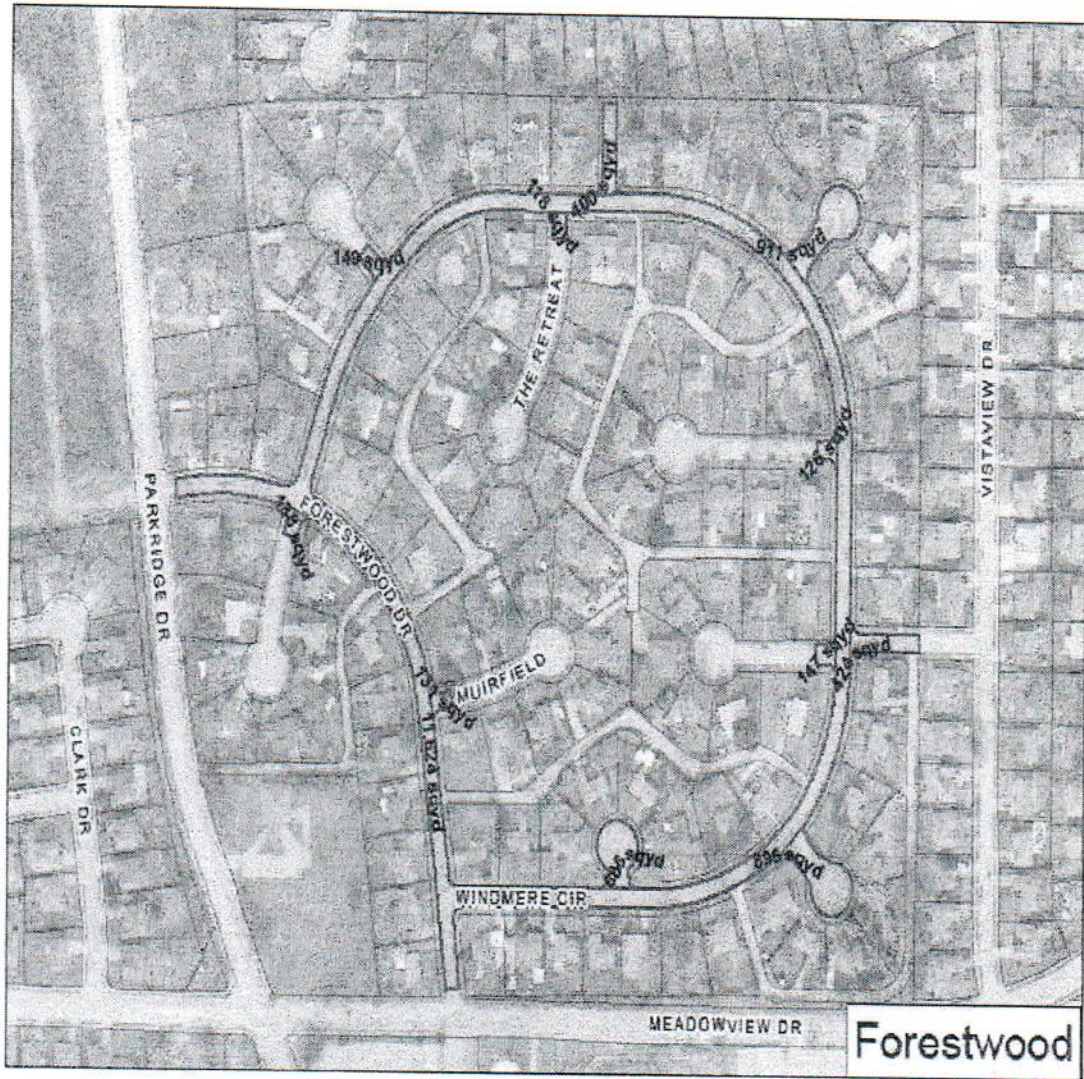
CITY OF CORINTH BID #1109
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EXHIBIT 6



CITY OF CORINTH BID #1109
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EXHIBIT 7



CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §
 §
COUNTY OF _____§

THIS AGREEMENT, made and entered into this _____ day of _____ A.D., 20____, by
and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through
Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER,
and _____, a _____ of the City of _____, County of _____
_____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1109 - Fog Seal all asphalt residential roadways as identified in the attached exhibits. The entire scope will not exceed 125,641 square yards of asphalt surface, and includes proper surface preparation to be performed by the contractor. All asphalt repairs and crack sealing will be performed in advance by the City of Corinth. Work must be completed within 30 consecutive calendar days from the date of the Notice to Proceed.

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

ATTEST:

Party of the First Part, OWNER
By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,
By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
 5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq, to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for

use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

16.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, heir, heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete.

arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4.

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations

CITY OF CORINTH BID #1109
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under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance Bond

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That [CONTRACTOR] _____, as Principal, and _____, a corporation organized under the laws of _____ and _____ as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, Owner, a governmental entity as that term is defined in V.C.T.A., Government Code, Section 2253.001, et seq., the sum of [AMOUNT STATED AS A 100% OF TOTAL CONTRACT PRICE] _____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said Owner, and its successors, said Principal and Sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that, whereas said Principal has this day entered into a written contract with said Owner to build and construct the [description of project as it appears on cover of contract documents] _____, which contract and the plans and specifications therein mentioned and adopted by the Owner are hereby expressly made a part thereof as though the same were written and embodied therein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and to perform for a period of 1 Year from the date of final payment by the Owner, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the plans and specifications; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and said Contractor and

Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW, THEREFORE, if said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, said Owner has caused these presents to be executed by [NAME OF CONTRACTOR'S AUTHORIZED AGENT] _____ and the said Surety has caused these presents to be executed by its [ATTORNEY-IN-FACT OR OFFICIAL] _____ and said [ATTORNEY-IN-FACT OR OFFICIAL] _____ has hereto set his hand this the _____ day of _____, 20____.

Surety

Principal

By _____

By _____

Title _____

Title _____

Address _____

Address _____

[SEAL]

[SEAL]

ATTEST:

Contractor

By _____
Surety

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

NOTE: An original Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

TERMS AND CONDITIONS

The terms and conditions set forth in this Invitation to Bid shall be incorporated into and be a part of any bids submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. **ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Bidder to check the website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.
- B. **ADVERTISING:** The successful bidder shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
- C. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
- E. **AWARD:** The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City, unless denied by the bidder.
- F. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.
- G. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
- H. **COMMUNICATION:** The successful bidder shall direct all contact with the City through the Contract Administrator identified in the Contract. The Bidder will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
- I. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
- J. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
- K. **CONTRACT ENFORCEMENT:**
 - 1. The City reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another bidder, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 - 2. Bidders who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
 - 3. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.

CITY OF CORINTH BID #1109
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4. The successful Bidder and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Bid and the UCC, the Bid will control.
- L. DELIVERY:**
1. Delivery date is important to the City and may be required to be a part of each bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.
 2. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Bidder's expense.
 3. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
 4. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
- M. ETHICS:** The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.
- N. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Bid will be considered for award. Bidders taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- O. FELONY CRIMINAL CONVICTIONS:** The Bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Bidder has fully advised the City as to the facts and circumstances surrounding the conviction.
- P. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Bidder nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- Q. INDEMNITY AGREEMENT:** THE SUCCESSFUL BIDDER HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE

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RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- R. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- S. **LATE SUBMITTALS:** The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Bidder is responsible for ensuring that packets are delivered to the Purchasing Office. Bidders may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3244.
- T. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:
- Have adequate financial resources or the ability to obtain such resources.
 - Be able to comply with the instructions, specifications, terms and conditions.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- V. **PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City from claims involving infringements of patents and/or copyrights.
- W. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- X. **PRICES HELD FIRM:**
- All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
 - If during the life of the contract, the successful Bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- Y. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all itemized invoices.
- Z. **QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.
- AA. **REFERENCES:** The City requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

CITY OF CORINTH BID #1109
CORINTH FOG SEAL APPLICATION

- BB. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, this bid is open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.
- CC. REQUIRED DOCUMENTATION:** In response to this invitation to bid, all documentation required by this bid must be provided.
- DD. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- EE. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- FF. SILENCE OF SPECIFICATIONS.** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- GG. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- HH. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- II. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- JJ. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- KK. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.
- LL. VENUE:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- MM. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §

§

COUNTY OF _____ §

THIS AGREEMENT, made and entered into this _____ day of _____ A.D., 2017, by and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, a _____ of the City of _____, County of _____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1109 - Fog Seal all asphalt residential roadways as identified in the attached exhibits. The entire scope will not exceed 125,641 square yards of asphalt surface, and includes proper surface preparation to be performed by the contractor. All asphalt repairs and crack sealing will be performed in advance by the City of Corinth. Work must be completed within 30 consecutive calendar days from the date of the Notice to Proceed.

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

ATTEST:

Party of the First Part, OWNER

By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,

By _____
Signature

Name and Title
(please type or print)

Date

(SEAL)

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms

"labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

16.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, heir, heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete,

arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4.

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its

obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance Bond

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That **[CONTRACTOR]** _____, as Principal, and _____, a corporation organized under the laws of _____ and _____ as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, Owner, a governmental entity as that term is defined in V.C.T.A., Government Code, Section 2253.001, et seq., the sum of **[AMOUNT STATED AS A 100% OF TOTAL CONTRACT PRICE]** _____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said Owner, and its successors, said Principal and Sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that, whereas said Principal has this day entered into a written contract with said Owner to build and construct the [description of project as it appears on cover of contract documents] _____, which contract and the plans and specifications therein mentioned and adopted by the Owner are hereby expressly made a part thereof as though the same were written and embodied therein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and to perform for a period of **1 Year** from the date of final payment by the Owner, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the plans and specifications; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and said

Contractor and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW, THEREFORE, if said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, said Owner has caused these presents to be executed by [NAME OF CONTRACTOR'S AUTHORIZED AGENT] _____ and the said Surety has caused these presents to be executed by its [ATTORNEY-IN-FACT OR OFFICIAL] _____ and said [ATTORNEY-IN-FACT OR OFFICIAL] _____ has hereto set his hand this the _____ day of _____, 20_____.

Surety

By _____
Title _____
Address _____

Principal

By _____
Title _____
Address _____

[SEAL]

[SEAL]

ATTEST:

Contractor

By _____
Surety

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
NOTE: An original Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.

City Council Special Session

Meeting Date: 08/24/2017
Title: First Public Hearing on Tax Rate
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Hold a public hearing on a proposal to consider a tax rate, which will exceed the lower of the rollback rate or the effective tax rate and will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.56 percent.

AGENDA ITEM SUMMARY/BACKGROUND

According to Property Tax Code Section 26.05(d), the City is required to hold two public hearings on the proposed tax increase if the City Council is proposing a rate that exceeds the lower of the rollback rate or the effective rate. Additional requirements include publishing a quarter-page notice informing the public of the proposed tax rate, preceding year tax rate, effective & rollback tax rate, formula for estimated tax amount, and the date, time, and location of the two required public hearings. The *Notice of 2017 Tax Year Proposed Property Tax Rate* for the City of Corinth was published in the Denton Record Chronicle on Tuesday, August 15, 2017, as required by the Texas Property Tax Code timetables.

The publication notices were calculated based on the highest possible rate the City Council may consider. The City Council may adopt any rate below the published tax rate.

On August 10, 2017, the City Council voted to publish a FY2017-2018 tax rate of \$.55000 that they will consider approving on September 21, 2017. This represents a \$.003193 cent tax reduction from the FY2016-17 tax rate of \$.58193.

RECOMMENDATION

Please Read the statement below prior to opening the Public Hearing:

This is the first of two public hearings to discuss the FY 2017-2018 proposed tax rate of \$.55000 that represents a \$.03193 cent tax decrease from the FY 2016-2017 tax rate of \$.58193. The second Public Hearing will be held on September 7, 2017, at 7:00 p.m., at the Corinth Municipal Council Chambers, located at 3300 Corinth Parkway, Corinth, Texas.

The City Council will vote on both the FY 2017-2018 Proposed Budget and the proposed tax rate at a meeting scheduled on September 21, 2017, at 7:00 p.m., located at the Corinth Municipal Council Chambers at 3300 Corinth Parkway, Corinth, Texas.

Once the Public Hearing is opened, the public is encouraged to express their views.

City Council Special Session

Meeting Date: 08/24/2017

Title: Swisher 35-E Unified Sign Plan

Submitted For: Fred Gibbs, Director

Submitted By: Lori Levy, Senior Planner

City Manager Review:

AGENDA ITEM

Consider and act on a Unified Sign Plan for Swisher 35-E Addition Amending Plat, Lots 1R, 2A, 4, and 5, and Swisher 35-E Addition Replat of Lots 6R, 7R and 8R in the City of Corinth, Denton County, Texas. These lots are physically addressed at 8001, 8031, 8051, 8131, 8141, 8151, 8171 and 8201 I-35E, Corinth, Texas 76210.

AGENDA ITEM SUMMARY/BACKGROUND

The applicant is requesting a 68' 7" tall multi-tenant, monument sign on Lot 4, Block A, addressed as 8171 I-35E, in order to provide visibility of the sign from I-35E. The property is not visible from I-35E due to the elevation of the property with respect to the elevated freeway. The proposed height and location of the monument sign will allow visitors travelling north bound and south bound along I-35E to see the location of the businesses from the elevated portion of the freeway. Some of the existing signs on both sides along I-35E in this area range in heights from 50' to 80' tall.

Staff has been working with the applicant, Chandler Signs, on the design of the multi-tenant, monument sign in this location that will also serve as a gateway or entry sign for the City of Corinth to welcome visitors. The proposed location of the monument sign is nearest the southernmost entrance into our City along two major corridors, and will help to communicate that visitors are entering into Corinth while travelling northeast along I-35E.

The materials, finishes, design and color palette of the proposed monument sign are reflective of the Corinthian column architecture on our municipal building and will be used to establish "identity" for Corinth. The same architectural elements and color scheme will be used on smaller monument signs to be erected in strategic entry locations into the City, as part of our Gateway/Entry sign strategy. Funding has been included in the budget for 1 smaller gateway/entry sign in front of City Hall and 1 to be located at F.M. 2499 and Lake Sharon.

The following signs for the property are also included as part of the overall attached Unified Sign Plan:

R1: (6) 8' tall monument signs: (1) each to be constructed on Lots 2A, 4, 1R, 5, 6R and 7R. The signs will be constructed with the same materials, finishes and color palette as the retail building on Lot 4, Block A.

R3: (1) 8' tall multi-tenant, monument sign to be constructed for the multi-tenant retail building on Lot 4, Block A. The signs will be constructed with the same materials, finishes and color palette as the retail building on Lot 4, Block A.

The Unified Sign Plan also includes attached signs on the west and south elevations of each building.

APPROVAL PROCESS

The City Council has final action authority to consider the Unified Sign Plan.

FINANCIAL SUMMARY

Source of Funding: Cost participation through a Developer Agreement in accordance with Chapter 380 of the Local Government Code is being requested. The 380 grant is a separate companion item on this agenda.

RECOMMENDATION

Staff recommends **Approval** of the Unified Sign Plan as presented with the condition of the Chapter 380 being approved. The multi-tenant, gateway monument sign will help to demarcate the location of the businesses, and the Corinth city limit boundaries for visitors traveling in this area along I-35E, and help to establish an identity for the City.

The base of the gateway multi-tenant, monument sign will help to welcome visitors into Corinth along the service road, while the remaining monument signs, and attached wall signs will serve to advertise the local businesses within the development.

Attachments

Locator Map

Existing Sign Comparison

Unified Sign Plan

Gateway Monument Exhibit

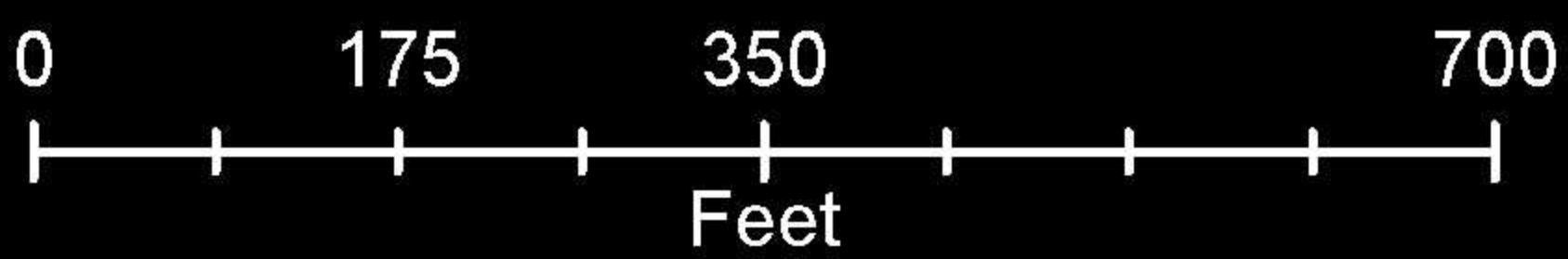
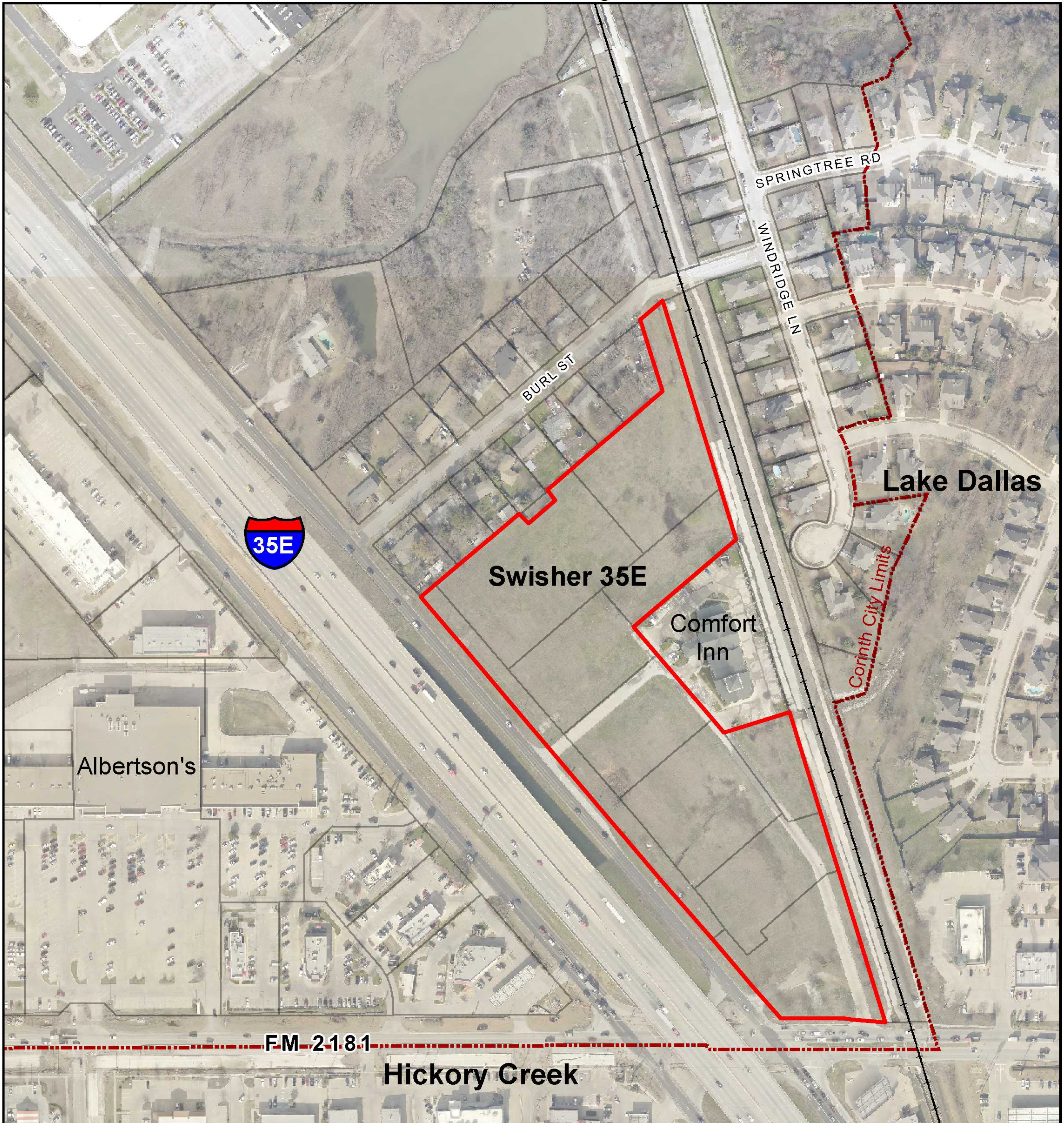
Tenant Monument Exhibit

Attached Wall Sign Exhibit



SWISHER 35E

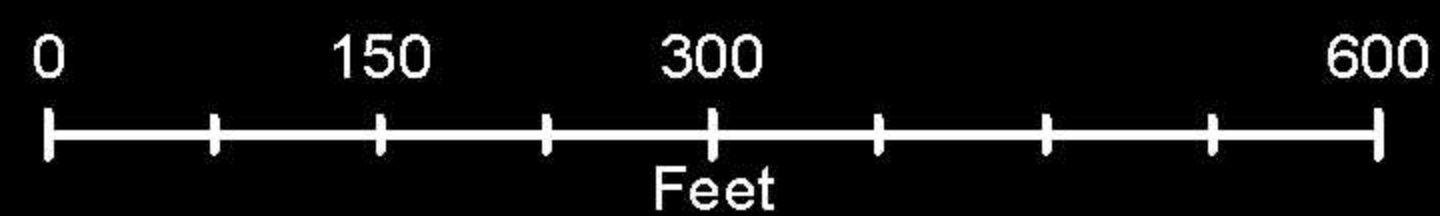
Location Map





POLE SIGNS AROUND THE I-35E / 2181 / SWISHER AREA

Sign Name and Height



UNIFIED SIGN PLAN

Design #

0391237Ar10

Sheet 1 of 4

Client

PROVIDENT REALTY

Address

IH-35 & SWISHER RD.
CORINTH, TEXAS

Account Rep. WF/DH

Designer SDM

Date 10/10/16

Approval / Date

Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date

R1-BR/10-13-16:	Update art.
R2-BR/1-27-17:	Update art.
R3-BR/2-9-17:	Update art.
R4-BR/3-7-17:	Update art.
R5-BR/5-2-16:	Update art.
R6-BR/6-13-17:	Add photo inlays.
R7-BR/6-27-17:	Update art.
R8-BR/7-18-17:	Update pylon.
R9-BR/8-1-17:	Update art.
R9a-BR/8-8-17:	Update art.
R10-BR/8-10-17:	Update art.



chandler signs.com

National Headquarters
3201 Manor Way
Dallas, TX 75235
214-902-2000 Fax 214-902-2044

San Antonio
17319 San Pedro Ave., Ste. #200
San Antonio, TX 78232
210-349-3804 Fax 210-349-8724

West Coast
3220 Executive Ridge Dr., Suite 250
Visa, CA 92081
760-734-1708 Fax 760-734-3752

Northeast US
965 Bender Avenue, Suite 200
Louisville, KY 40204
502-479-3075 Fax 502-412-0013

Florida
2584 Sand Hill Point Circle
Davenport, FL 33837
863-420-1100 Fax 863-424-1160

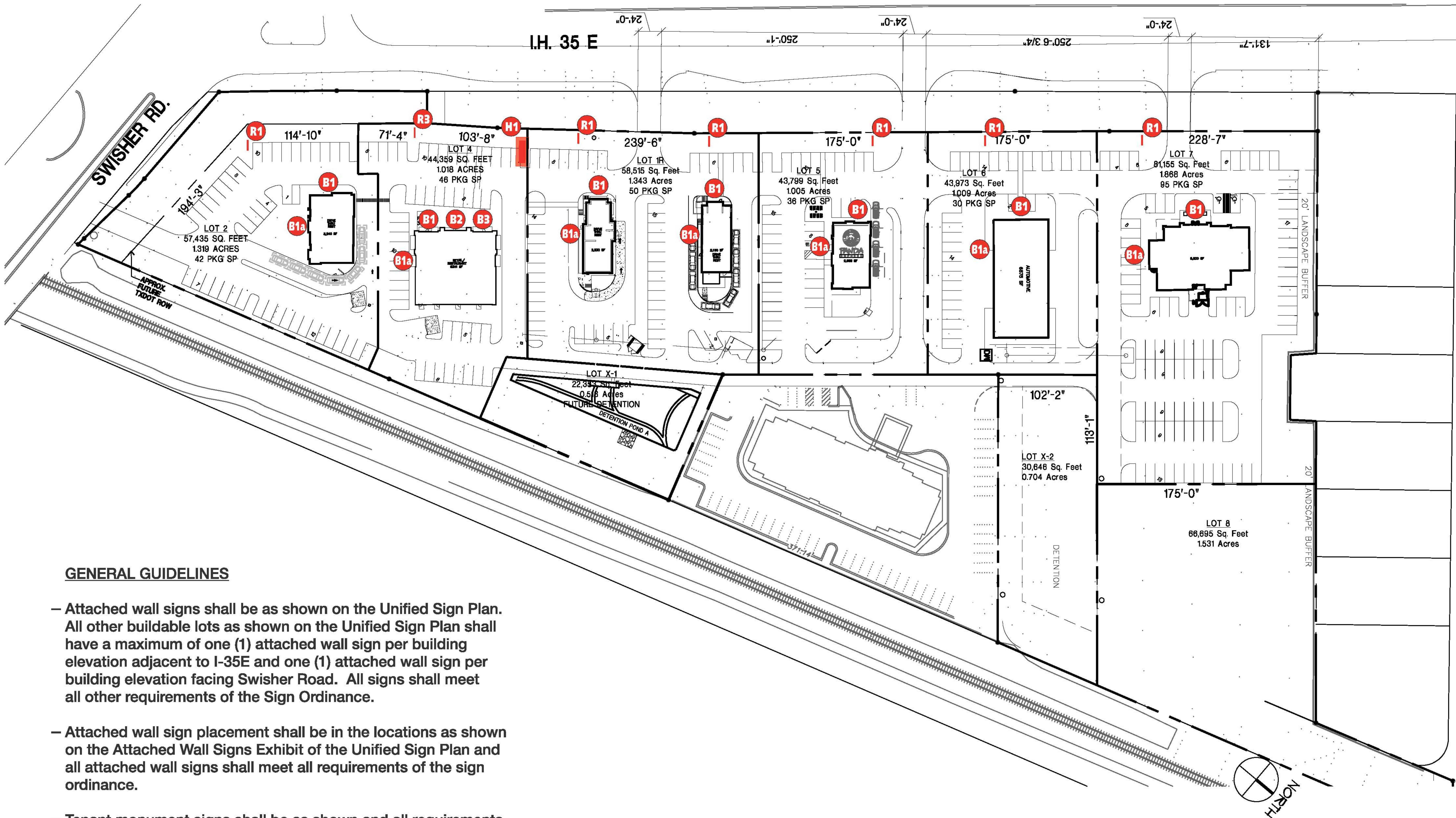
Georgia
37 Waterfront Park Court
Dunwoody, GA 30334
678-725-8852 Fax 210-349-8724

South Texas
P.O. Box 125, 206 Doral Drive
Portland, TX 78374
361-563-5596 Fax 361-643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).

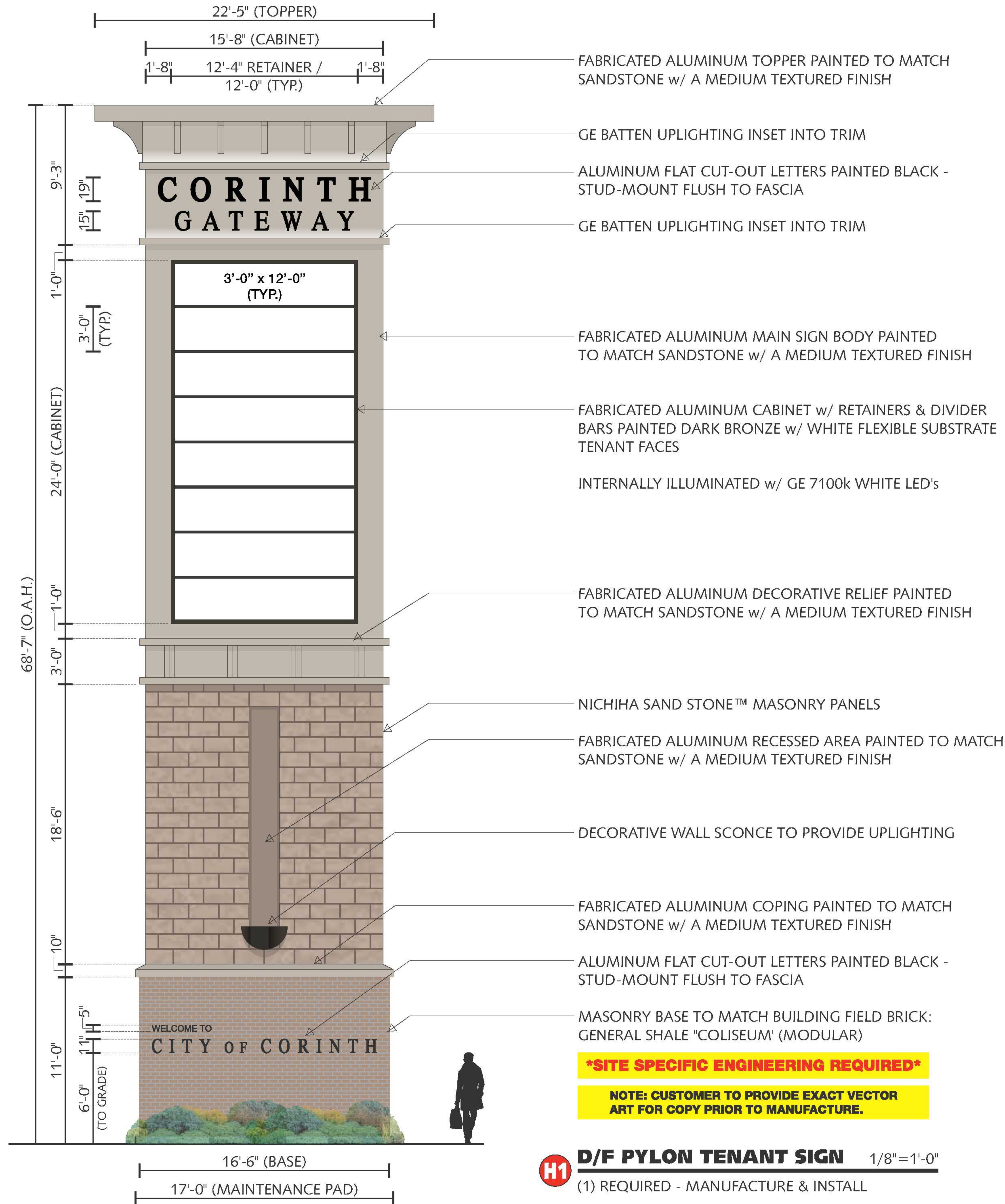


GENERAL GUIDELINES

- Attached wall signs shall be as shown on the Unified Sign Plan. All other buildable lots as shown on the Unified Sign Plan shall have a maximum of one (1) attached wall sign per building elevation adjacent to I-35E and one (1) attached wall sign per building elevation facing Swisher Road. All signs shall meet all other requirements of the Sign Ordinance.
- Attached wall sign placement shall be in the locations as shown on the Attached Wall Signs Exhibit of the Unified Sign Plan and all attached wall signs shall meet all requirements of the sign ordinance.
- Tenant monument signs shall be as shown and all requirements of the sign ordinance shall be met.

(SIGN LOCATIONS ARE APPROXIMATE) NOT TO SCALE

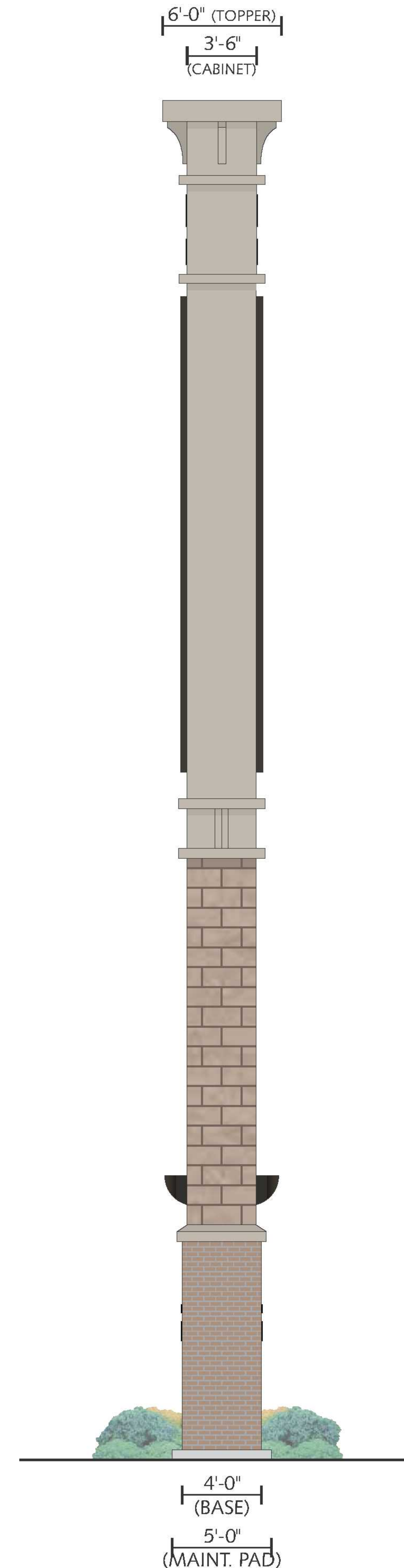
- GATEWAY MONUMENT SIGN -



SITE SPECIFIC ENGINEERING REQUIRED

NOTE: CUSTOMER TO PROVIDE EXACT VECTOR ART FOR COPY PRIOR TO MANUFACTURE.

H1 D/F PYLON TENANT SIGN 1/8" = 1'-0"
(1) REQUIRED - MANUFACTURE & INSTALL



UNIFIED SIGN PLAN

Design #

0391237Ar10

Sheet 2 of 4

Client

PROVIDENT REALTY

Address

IH-35 & SWISHER RD.
CORINTH, TEXAS

Account Rep. WF/DH

Designer SDM

Date 10/10/16

Approval / Date

Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date

R1-BR/10-13-16: Update art.
R2-BR/1-27-17: Update art.
R3-BR/2-9-17: Update art.
R4-BR/3-7-17: Update art.
R5-BR/5-2-16: Update art.
R6-BR/6-13-17: Add photo inlays.
R7-BR/6-27-17: Update art.
R8-BR/7-18-17: Update pylon.
R9-BR/8-1-17: Update art.
R9a-BR/8-8-17: Update art.
R10-BR/8-10-17: Update art.

Chandler Signs
Brand Image Begins Here™

chandler signs.com

National Headquarters
3201 Manor Way
Dallas, TX 75235
214-902-2000 Fax: 214-902-2044

San Antonio
17319 San Pedro Ave., Ste. #200
San Antonio, TX 78232
210-349-3804 Fax: 210-349-8724

West Coast
3220 Executive Ridge Dr., Suite 250
Visa, CA 92081
760-734-1708 Fax: 760-734-3752

Northeast US
965 Bender Avenue, Suite 200
Louisville, KY 40204
502-479-3075 Fax: 502-412-0013

Florida
2584 Sand Hill Point Circle
Davenport, FL 33837
863-420-1100 Fax: 863-424-1160

Georgia
37 Waterfront Park Court
Dunwoody, GA 30334
678-725-8852 Fax: 210-349-8724

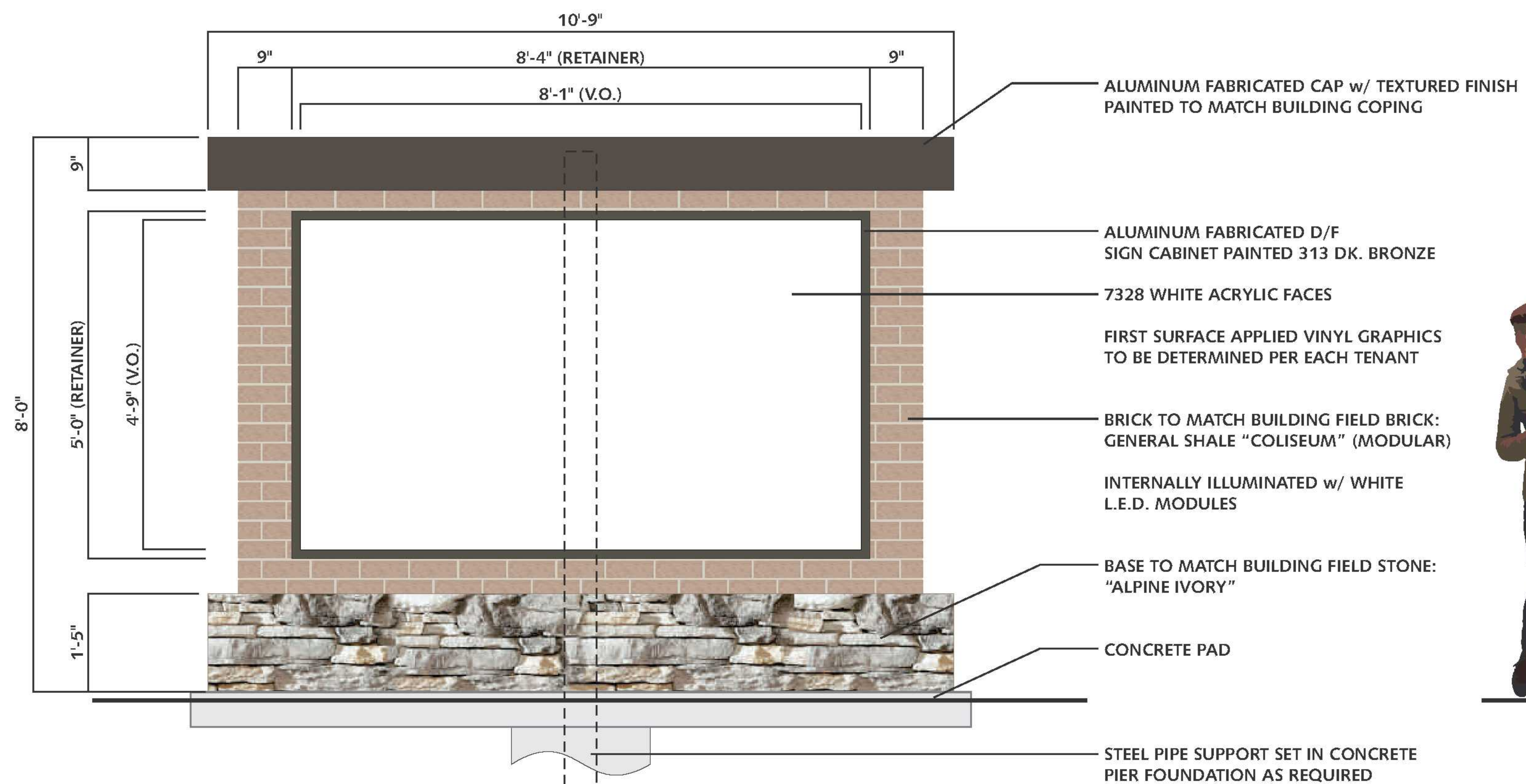
South Texas
P.O. Box 125, 206 Doral Drive
Portland, TX 78374
361-563-5596 Fax: 361-643-6533

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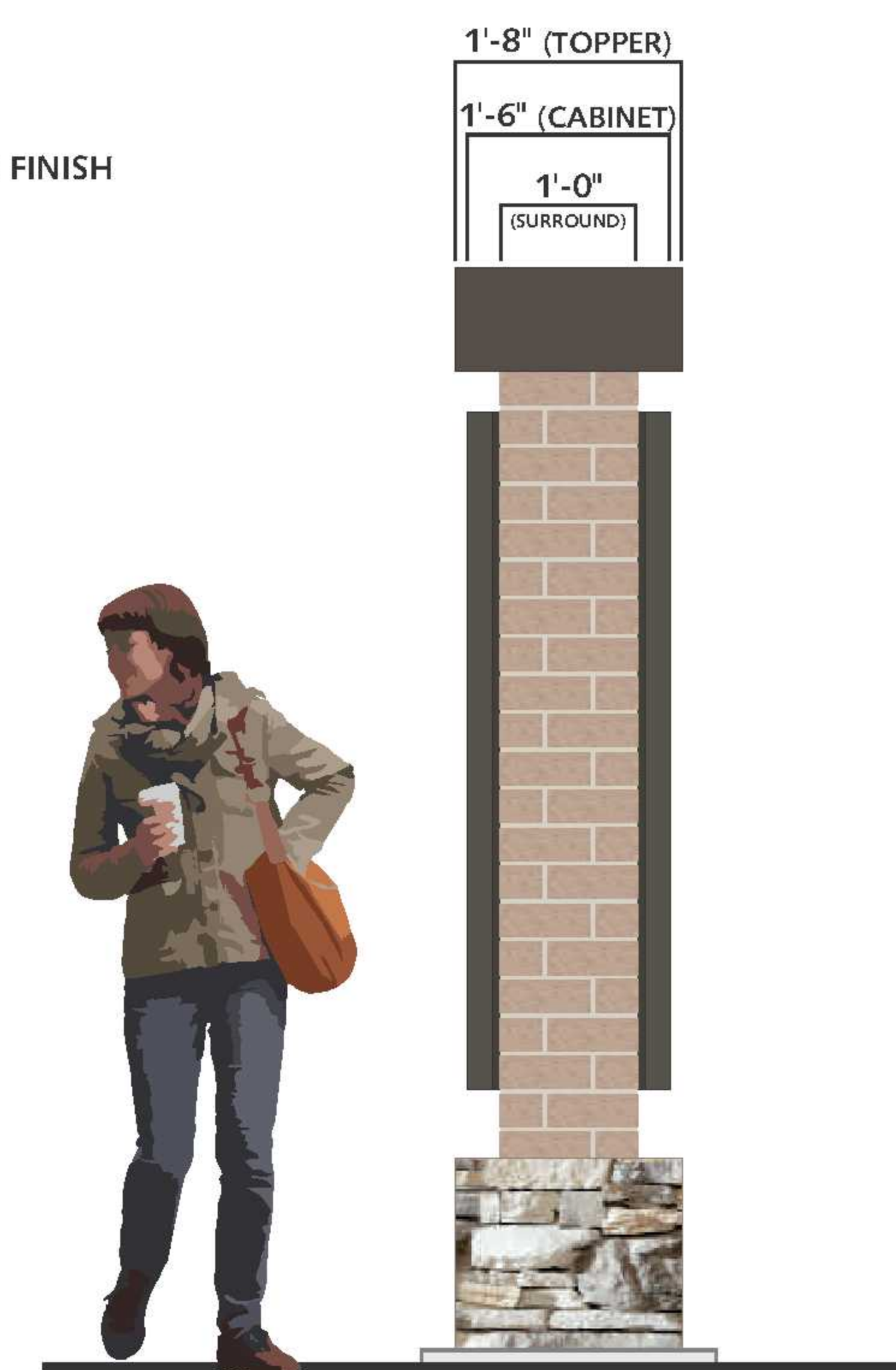
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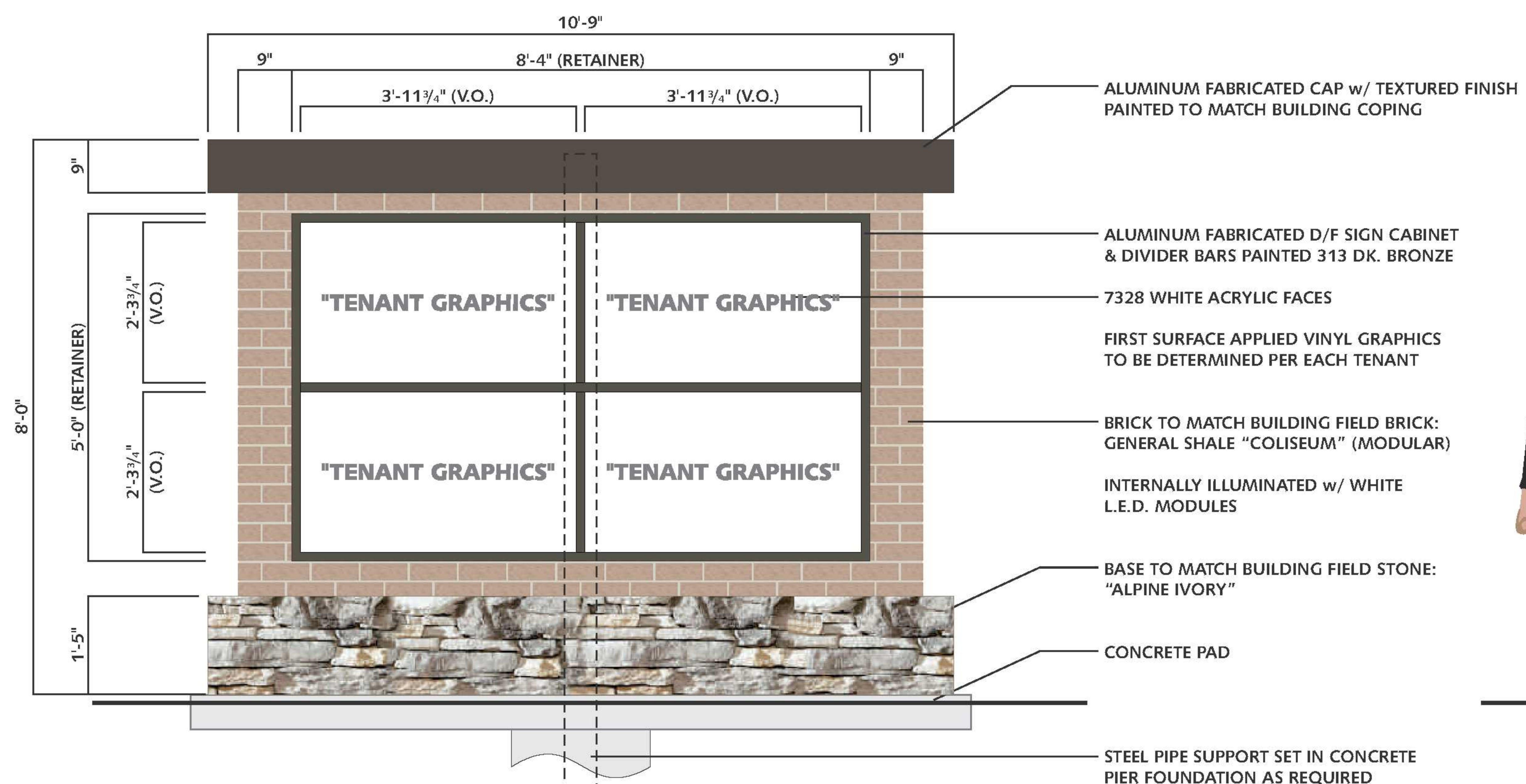
- TENANT MONUMENT SIGNS -



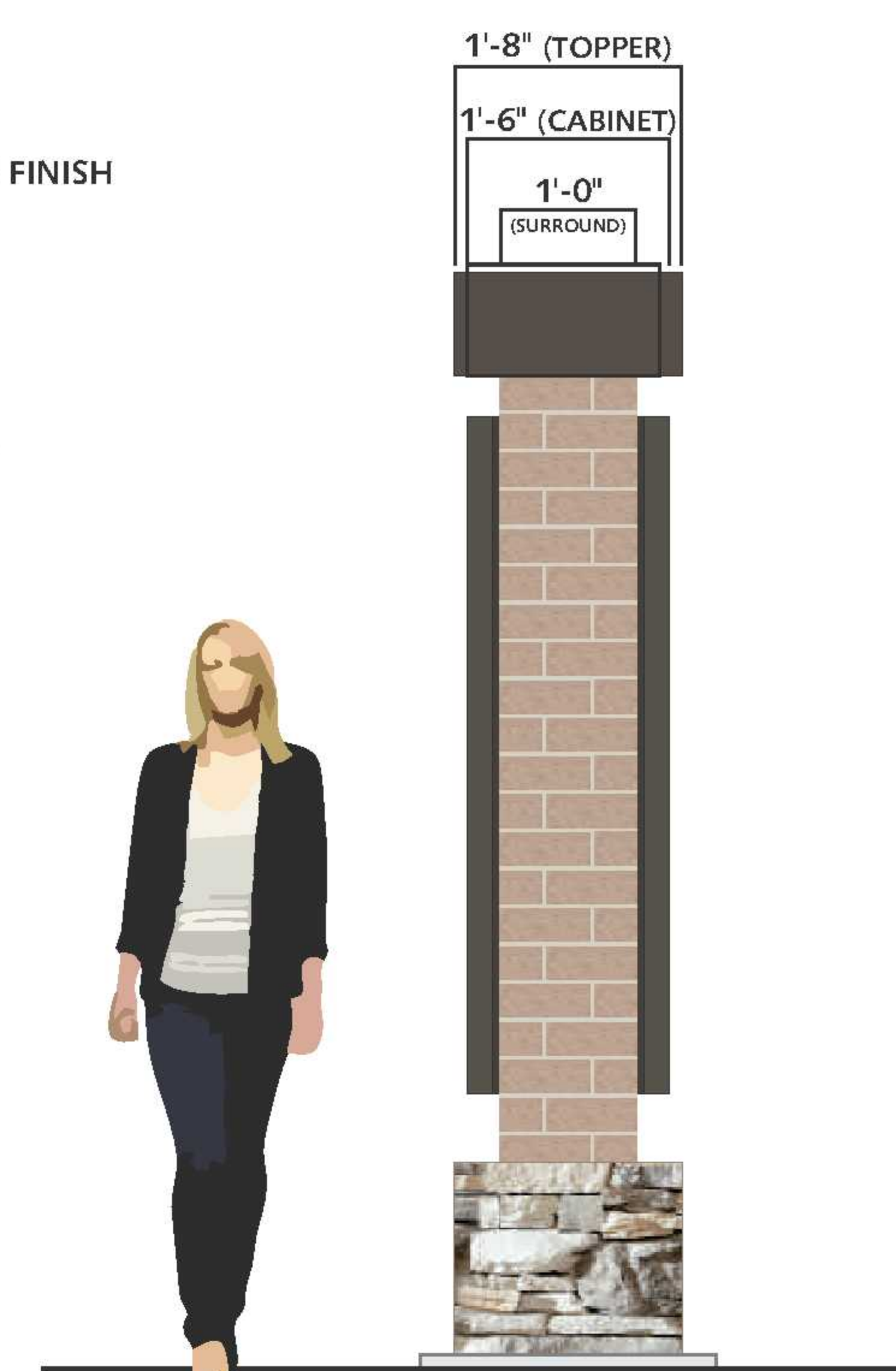
R1 D/F SINGLE-TENANT GROUND SIGN SCALE: 3/8"=1'-0"
(6) TOTAL REQUIRED



SIDE VIEW



R3 D/F MULTI-TENANT GROUND SIGN SCALE: 3/8"=1'-0"
(1) TOTAL REQUIRED (LOT 4 ONLY)



SIDE VIEW

UNIFIED SIGN PLAN

Design #	
0391237Ar10	
Sheet	3 of 4
Client	
PROVIDENT REALTY	
Address	
IH-35 & SWISHER RD. CORINTH, TEXAS	
Account Rep.	WF/DH
Designer	SDM
Date	10/10/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date
R1-BR/10-13-16: Update art.
R2-BR/1-27-17: Update art.
R3-BR/2-9-17: Update art.
R4-BR/3-7-17: Update art.
R5-BR/5-2-16: Update art.
R6-BR/6-13-17: Add photo inlays.
R7-BR/6-27-17: Update art.
R8-BR/7-18-17: Update pylon.
R9-BR/8-1-17: Update art.
R9a-BR/8-8-17: Update art.
R10-BR/8-10-17: Update art.



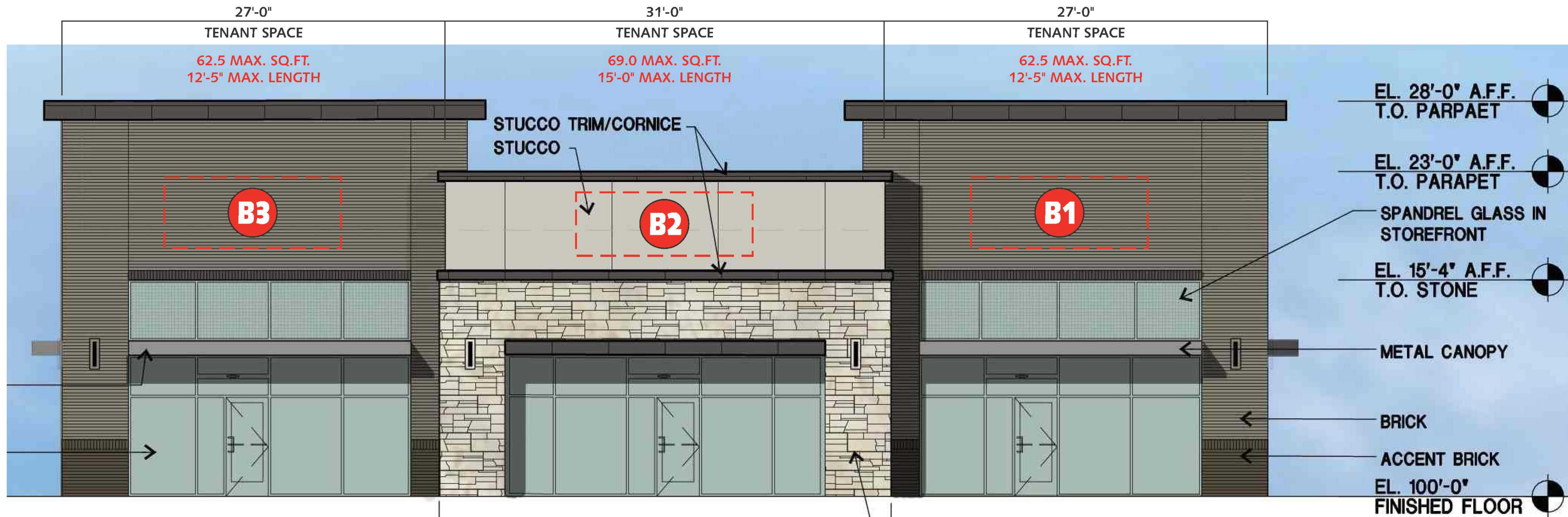
chandler signs.com	
National Headquarters	3201 Manor Way Dallas, TX 75235 214-902-2000 Fax: 214-902-2044
San Antonio	17319 San Pedro Ave., Ste. #200 San Antonio, TX 78232 210-349-3804 Fax: 210-349-8724
West Coast	3220 Executive Ridge Dr., Suite 250 Visa, CA 92081 760-734-1708 Fax: 760-734-3752
Northeast US	955 Bender Avenue, Suite 200 Louisville, KY 40204 502-479-3075 Fax: 502-412-0013
Florida	2584 Sand Hill Point Circle Daytona, FL 32187 863-420-1100 Fax: 863-424-1160
Georgia	37 Waterfront Park Court Dawsonville, GA 30534 678-725-8852 Fax: 210-349-8724
South Texas	P.O. Box 125, 206 Doral Drive Portland, TX 78374 361-563-5596 Fax: 361-643-6533

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- ATTACHED WALL SIGNS -



TYPICAL WEST ELEVATION (FACING I35E FRONTAGE ROAD) SCALE: 1/8"=1'-0"

EXAMPLES OF SIGN PLACEMENT, TOTAL EFFECTIVE AREA, MAXIMUM LETTER HEIGHT AND ALLOWABLE WIDTH ARE SHOWN IN RED.



TYPICAL SOUTH ELEVATION SCALE: 1/8"=1'-0"

UNIFIED SIGN PLAN

Design #

0391237Ar10

Sheet 4 of 4

Client

PROVIDENT REALTY

Address

IH-35 & SWISHER RD.
CORINTH, TEXAS

Account Rep. WF/DH

Designer SDM

Date 10/10/16

Approval / Date

Client

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City Council Special Session

Meeting Date: 08/24/2017
Title: Gateway Sign Chapter 380 Agreement
Submitted For: Fred Gibbs, Director **Submitted By:** Fred Gibbs, Director
Finance Review: Yes **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider an act on a Chapter 380 Agreement between the City of Corinth and Swisher @ I-35 Corinth, LP for Gateway Signage into the City.

AGENDA ITEM SUMMARY/BACKGROUND

Staff has been working with the applicant, Chandler Signs and developer, on the design of the multi-tenant, monument sign in this location that will also serve as a gateway or entry sign for the City of Corinth to welcome visitors. The proposed location of the monument sign is the nearest southernmost entrance into our City and will help to communicate that visitors are entering into Corinth while traveling northeast along I-35E. The City recognizes the importance of identity and location along its major corridors to support economic development and demarcating its physical presence along I-35E.

The materials, finishes, design and color palette of the proposed gateway/monument sign are reflective of the Corinthian column architecture on our municipal building and will be used to establish “identity” for Corinth. The same architectural elements and color scheme will be used on smaller monument signs that will be erected at strategic entry locations into the City, as part of our Gateway/Entry sign strategy. Funding has been included for 2 smaller gateway/entry sign in front of City Hall and at F.M. 2499 and Lake Sharon.

RECOMMENDATION

Staff recommends approval of the Chapter 380 agreement subject to the Unified Sign Plan being considered.

Attachments

Attachment for Gateway Sign Chapter 380 Agreement

**DEVELOPMENT AGREEMENT
BETWEEN AND AMONG THE CITY OF CORINTH, TEXAS, AND
SWISHER @ I-35 CORINTH, LP**

This **DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into as of the date last entered below (“Effective Date”) by **SWISHER @ I-35 CORINTH, LP** (“Developer”), a Texas limited partnership, and by the **CITY OF CORINTH, TEXAS** (“City”), a home-rule municipality created, existing and organized under the laws of the State of Texas and the City’s home-rule charter, situated in the County of Denton, State of Texas.

WHEREAS, City recognizes the importance of economic growth and development consistent with community values and needs; and

WHEREAS, Developer is the owner and developer of certain real property known as Corinth Gateway, being located in the Swisher 35-E Addition, the development of which will encourage increased economic development in City; and

WHEREAS, Developer owns Lot 4, Block A, Swisher 35-E Addition, an addition to the City of Corinth, Denton County, Texas, according to the amended plat thereof recorded under Clerk’s File No. 2017-67, Plat Records, Denton County, Texas, as described in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, Developer applied to City and the City Council approved and adopted a Unified Sign Plan for signage related to such development and improvements which are described in this Agreement; and

WHEREAS, City and the Developer desire to partner by providing certain incentives to Developer to facilitate construction of gateway signage, as referenced in this Agreement, on the Property to assist in the economic development in the City, pursuant to City’s authority to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity in the City; and

WEREAS, City has concluded that this Agreement clearly promotes economic development in the City of Corinth and is in the best interest of the City of Corinth, and the Parties understand and acknowledge that this Agreement is a development agreement within the meaning and entered into pursuant to the terms of CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE and the terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement;

NOW THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual agreements, covenants, and conditions contained, and other good and valuable consideration, the sufficiency of which

are hereby acknowledged, City and Developer (collectively “Parties” and each individually “Party”) agree to the following:

Section 1.00 Developer’s Obligations

IT IS AGREED and understood by the Parties hereto that Developer shall comply with the following obligations:

1. Developer shall cause the design, construction, installation, maintenance, renovation, repair, rebuild and lease of the gateway sign and required landscape and lighting area, as described and depicted in **Exhibit “B”** attached hereto and incorporated herein by reference (collectively, the “Gateway Sign”) in compliance with requirements in this Agreement for the term of this Agreement. The Gateway Sign shall incorporate a support structure with City of Corinth identification, tenant panels related to onsite-advertising of the Corinth Gateway development, as well as City of Corinth identification on the top and bottom portion of the sign being visible from I-35 and the frontage road. The Gateway Sign shall be located on the Property in the location depicted on Exhibit “B.”
2. Developer shall complete the construction of the Gateway Sign on or before April 1, 2018. Developer shall invest a minimum of Two Hundred Fifty Nine Thousand Nine Hundred Twenty Five Dollars (\$259,925.00) for the design, engineering, supplies and materials and labor to construct the Gateway Sign in order to be eligible for reimbursement by City in accordance with the terms of this Agreement. Developer shall obtain all required permits and approvals for construction of the Gateway Sign at its sole expense.
3. Developer may lease or convey the Property and Gateway Sign to third parties, subject to the restrictions set forth herein. Developer will require that any Property or Gateway Sign lease or conveyance must provide for an obligation of the lessee or successor to comply with the requirements of this Agreement. Unless permitted in writing by City, acting in its sole discretion, the Gateway Sign shall not be operated: (A) in violation of the City of Corinth Unified Development Code, as amended, and the Unified Sign Plan, or (B) to advertise products or services that are prohibited by the City Code, ordinances or other governing laws and policies.
4. If there is a time that the City of Corinth identification portions of the Gateway Sign are removed pursuant to the termination of this Agreement, then Developer, and its successors and assigns, will have the right to continue to utilize the Property and Gateway Sign for onsite advertising in the form of tenant panels in accordance with the approved Unified Sign Plan.
5. The Gateway Sign may only advertise for businesses located within the Swisher 35 Addition. Off-site signs, include billboards, are prohibited.

6. Developer consents to this Agreement being filed in the deed records of Denton County, Texas and agrees and acknowledges that this Agreement constitutes covenants, conditions, and restrictions on the Property that run with the land and are binding on any successor and assigns of Developer.
7. Developer shall be required to submit proof of expenditures for the Gateway Sign acceptable to City in order to receive commensurate reimbursements from City.
8. Developer shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Gateway Sign and the construction of same will be in accordance with all applicable federal, state and local laws and regulation, and the schedule set forth in this Section.
9. Developer shall provide regularly scheduled maintenance for the Gateway Sign for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Gateway Sign, maintenance of any associated landscaping or lighting, and timely graffiti removal.
10. Developer shall keep in force throughout the term of this Agreement, at its sole expense, an "occurrence basis" insurance policy or policies indemnifying, defending, and saving harmless City from all damages which may be occasioned to any person, firm, or corporation, whether damages are by reason of an willful or negligent act or acts on the part of Developer, its agents or employees, with limits and coverages in an amount determined by City and complying with City policies and guidelines.

Section 2.00 City's Obligations

IT IS FURTHER AGREED and understood by the Parties hereto that in exchange for the performance of Developer's Obligations set forth hereinabove, City does hereby agree to the following:

1. To approve and authorize the funding of up to Fifty Thousand Dollars (\$50,000.00) (the "Grant") in financial assistance to Developer to compensate and reimburse Developer for part of Developer's actual costs and expenses for the design, construction, installation, maintenance, renovation, repair, rebuild and lease of the Gateway Sign improvements as set forth in Section 1.00 herein; and
2. To review proofs of expenditures for Gateway Sign improvements submitted by Developer to City and upon approval of such proofs, which approval shall be granted at the discretion of the City Manager, to timely disburse funds to

the Developer to reimburse Developer for such expenditures up to the maximum amount of the Grant.

3. City shall have no obligation to design, engineer, test, construct, install, maintain, or provide any labor, supplies, and traffic control for the construction and ongoing maintenance and operation of the Gateway Sign.

Section 3.00 Default.

If either Party fails to perform any obligation pursuant to this Agreement, and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party (the “Cure Period”), such Party will be in default. Following the applicable Cure Period, if the defaulting Party has failed to cure its nonperformance, the non-defaulting Party may terminate this Agreement by written notice in accordance with this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such Cure Period exceed 90 days.

Section 4.00 Remedies; Recapture, Termination.

Following the applicable Cure Period, if the Developer is in default under this Agreement, then City shall be entitled to terminate this Agreement, seek specific performance, injunctive relief, and/or damages. In addition, City may recapture all grant payments made under this Agreement and no further grant payments shall be due. Following the applicable Cure Period, if City is in default and fails to cure same in accordance herewith, then Developer shall be entitled to seek specific performance and injunctive relief. Developer and its successors and assigns shall not be entitled to terminate this Agreement or its obligations for any reason.

Section 5.00 Beneficiaries.

Developer’s rights, benefits and obligations under this Agreement are not assignable or transferable to any third party without the prior written consent of City.

Section 6.00 Term.

The term of this Agreement shall commence on the Effective Date and shall continue unless or until otherwise terminated as provided for herein.

Section 7.00 INDEMNIFICATION AND RELEASE

DEVELOPER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, FOR ANY BREACH OF CONTRACT, OR ITS FAILURE TO ABIDE BY ALL APPLICABLE ENVIRONMENTAL LAWS, RULES AND REGULATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND OWNER'S OPERATION AND CONSTRUCTION OF THE GATEWAY SIGN AND OTHER IMPROVEMENTS ON THE PROPERTY.

DEVELOPER RELEASES, RELINQUISHES AND DISCHARGES CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF, ANY PERSON (WHETHER THEY BE EITHER OF THE PARTIES HERETO, THEIR EMPLOYEES OR OTHER THIRD PARTIES) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER PROPERTY OF EITHER OF THE PARTIES HERETO, THEIR EMPLOYEES, OR OF THIRD PARTIES) OR ITS FAILURE TO ABIDE BY ALL APPLICABLE ENVIRONMENTAL LAWS, RULES AND REGULATIONS THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, THE GATEWAY SIGN, AND THE PROPERTY.

Section 8.00 Notice.

Any formal notices or other communications required to be given by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth hereinbelow for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery" addressed to the Party to be notified. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

To: Developer:

Swisher @ I-35 Corinth, LP
10210 N. Central Expressway, Suite 300
Dallas, Texas 75231
Attn: Julian Hawes

To City:

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

The parties shall have the right to change their respective addresses and to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party.

Section 9.00 Severable Provisions.

If any provision of this Agreement is illegal, invalid, or unenforceable in whole or in part for any reason, under present or future laws, then and in that event, it is the intention of the parties hereto that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected.

Section 10.00 Waiver.

Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 11.00 Applicable Law and Venue.

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall only be in Denton County, Texas.

Section 12.00 Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. This Agreement shall be enforceable under state and federal law.

Section 13.00 Further Documents.

The parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party reasonably request in order to effectuate the terms of this Agreement.

Section 14.00 Effect of State and Federal Laws.

Notwithstanding any other provision of this Agreement, Developer shall comply with all applicable statutes or regulations of the United States and the State of Texas, as

well any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 15.00 Authority for Execution.

City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all applicable City ordinances. The MEDC hereby certifies, represent and warrants that the execution of this Agreement is duly authorized and adopted in conformity the articles of incorporation and bylaws of the MEDC. The Developer hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of Developer is duly authorized and has full authority to execute this Agreement and bind Developer to the same.

Section 16.00 Headings or Captions.

The headings or captions used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

Section 17.00 Counterparts.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

Section 18.00 No Joint Venture.

Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the Parties.

Section 19.00 Entire and Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, whether written or oral. This Agreement may be modified only by a further writing that is duly executed by the Parties.

Section 20.00 No Rule of Construction

The Parties acknowledge that this Agreement was prepared by City solely as a convenience and that all Parties hereto, and their counsel, have read and fully negotiated all the language used in this Agreement. The Parties acknowledge that no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor or against any Party because such Party drafted this Agreement.

Section 21.00 Good Faith and Fair Dealing.

The Parties to this Agreement agree to renegotiate, in good faith, any term, condition or provision of this Agreement that any authority determines to be in contravention of any federal, state or local regulation or law.

Section 22.00 Governmental Powers; Waivers of Immunity.

By execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights.

Moreover, nothing in this Agreement shall give rise to any claim for damages or attorney's fees or shall waive any claims, defenses or immunities that City has with respect to suits against City.

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

Section 23.00 Force Majeure.

Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement; however, in the event that a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give written notice to all the Parties, including a detailed explanation of the force majeure a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of due diligence and reasonable care.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date last set forth below:

SWISHER @ I-35 CORINTH, LP:
a Texas limited partnership

BY: Swisher @ I-35 Corinth GP LLC
a Texas limited liability company
Its General Partner

By: PRA GP NO. 2, Inc.,
a Texas Corporation
Its Manager

By: _____
Julian Hawes, Jr., Vice President

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 200__, by Julian Hawes, Jr., Vice President of PRA GP NO. 2, INC., on behalf of SWISHER @ I-35 CORINTH, LP.

Notary Public in and for the State of Texas

Name printed or typed
My commission expires: _____

CITY OF CORINTH, TEXAS:

BY: _____
Bill Heidemann, Mayor

DATE: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200__, by Bill Heidemann, Mayor, of the City of Corinth, Texas, on behalf of the City of Corinth, Texas.

Notary Public in and for the State of Texas

Name printed or typed
My commission expires: _____

ATTEST:

BY: _____
_____, City Secretary, City of Corinth, Texas

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit "A"
Legal Description of the Property

Lot 4, Block A, Swisher 35-E Addition, an addition to the City of Corinth, Denton County, Texas, according to the amended plat thereof recorded under Clerk's File No. 2017-67, Plat Records, Denton County, Texas

UNIFIED SIGN PLAN

Design #

0391237Ar10

Sheet 1 of 4

Client

PROVIDENT REALTY

Address

IH-35 & SWISHER RD.
CORINTH, TEXAS

Account Rep. WF/DH

Designer SDM

Date 10/10/16

Approval / Date

Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date

R1-BR/10-13-16:	Update art.
R2-BR/1-27-17:	Update art.
R3-BR/2-9-17:	Update art.
R4-BR/3-7-17:	Update art.
R5-BR/5-2-16:	Update art.
R6-BR/6-13-17:	Add photo inlays.
R7-BR/6-27-17:	Update art.
R8-BR/7-18-17:	Update pylon.
R9-BR/8-1-17:	Update art.
R9a-BR/8-8-17:	Update art.
R10-BR/8-10-17:	Update art.

Chandler Signs
Brand Image Begins Here™

chandler signs.com

National Headquarters
3201 Manor Way
Dallas, TX 75235
214-902-2000 Fax 214-902-2044

San Antonio
17319 San Pedro Ave., Ste. #200
San Antonio, TX 78232
210-349-3804 Fax 210-349-8724

West Coast
3220 Executive Ridge Dr., Suite 250
Vista, CA 92081
760-734-1708 Fax 760-734-3752

Northeast US
955 Baxter Avenue, Suite 200
Louisville, KY 40204
502-479-3075 Fax 502-412-0013

Florida
2584 Sand Hill Point Circle
Davenport, FL 33837
863-420-1100 Fax 863-424-1160

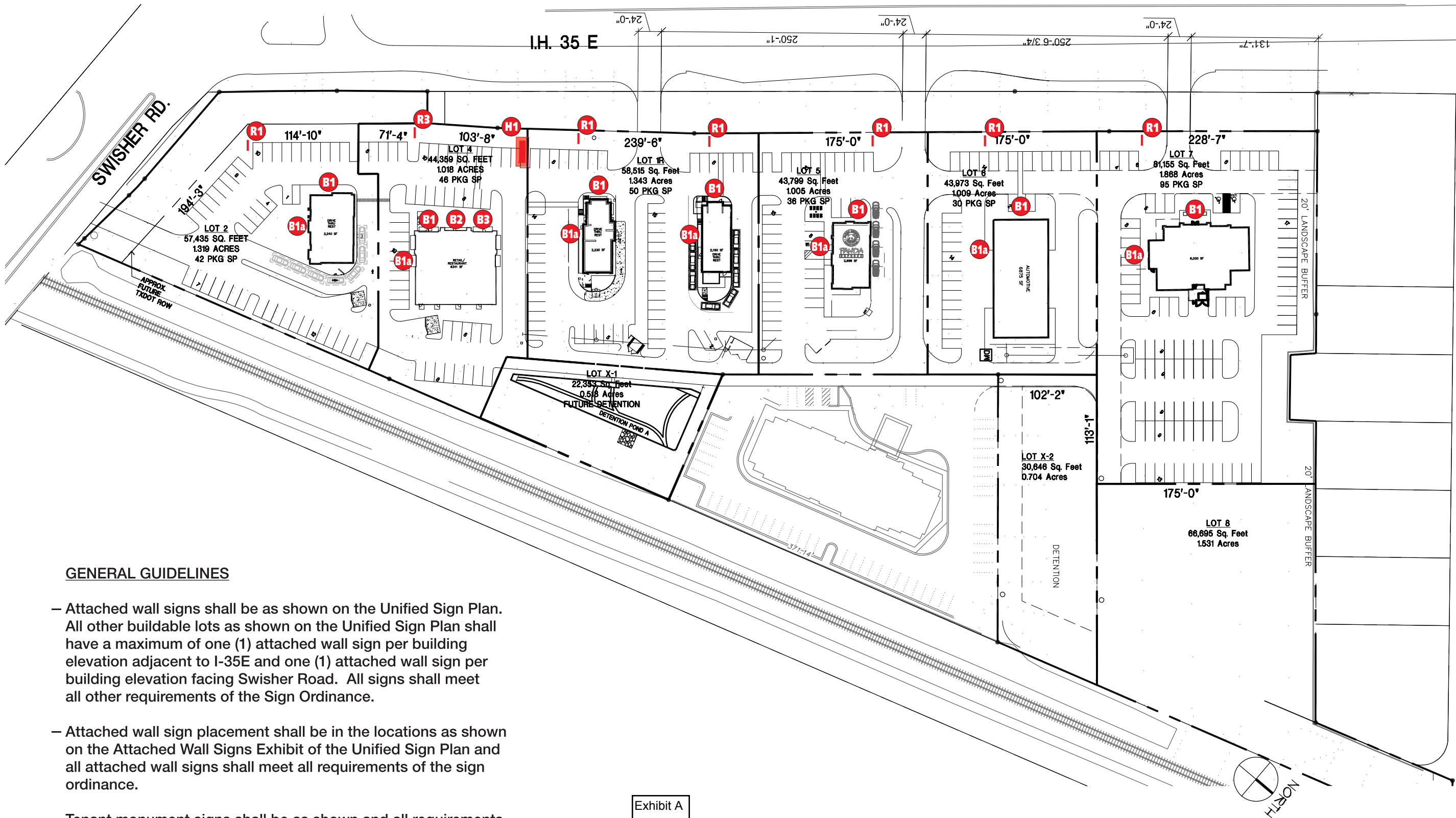
Georgia
37 Waterfront Park Court
Dunwoody, GA 30334
678-725-8852 Fax 210-349-8724

South Texas
P.O. Box 125, 206 Doral Drive
Portland, TX 78374
361-563-5599 Fax 361-643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 610 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).



GENERAL GUIDELINES

- Attached wall signs shall be as shown on the Unified Sign Plan. All other buildable lots as shown on the Unified Sign Plan shall have a maximum of one (1) attached wall sign per building elevation adjacent to I-35E and one (1) attached wall sign per building elevation facing Swisher Road. All signs shall meet all other requirements of the Sign Ordinance.
- Attached wall sign placement shall be in the locations as shown on the Attached Wall Signs Exhibit of the Unified Sign Plan and all attached wall signs shall meet all requirements of the sign ordinance.
- Tenant monument signs shall be as shown and all requirements of the sign ordinance shall be met.

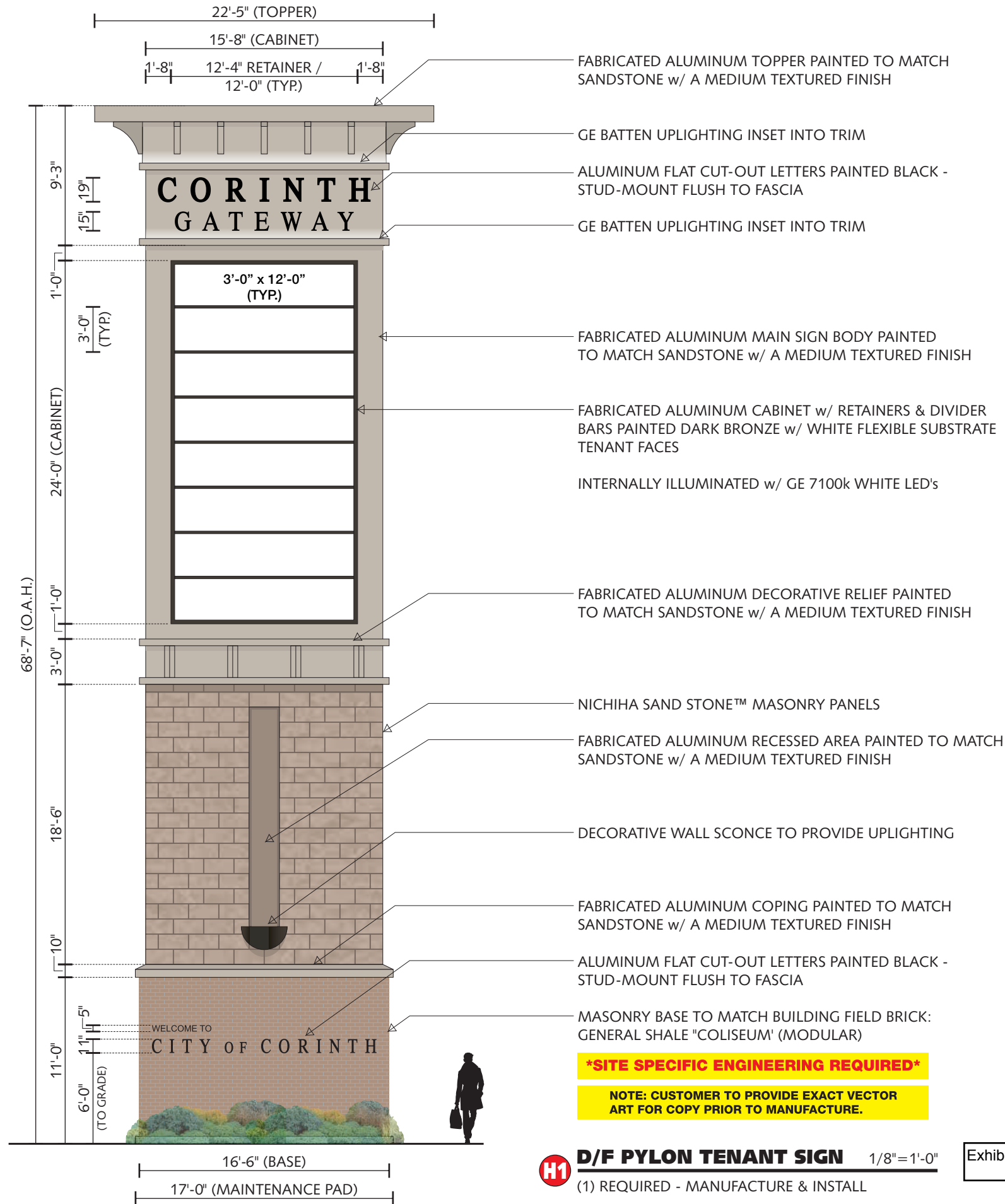
Exhibit A

(SIGN LOCATIONS ARE APPROXIMATE) NOT TO SCALE

Exhibit “B”

Gateway Sign Depiction and Description

- GATEWAY MONUMENT SIGN -

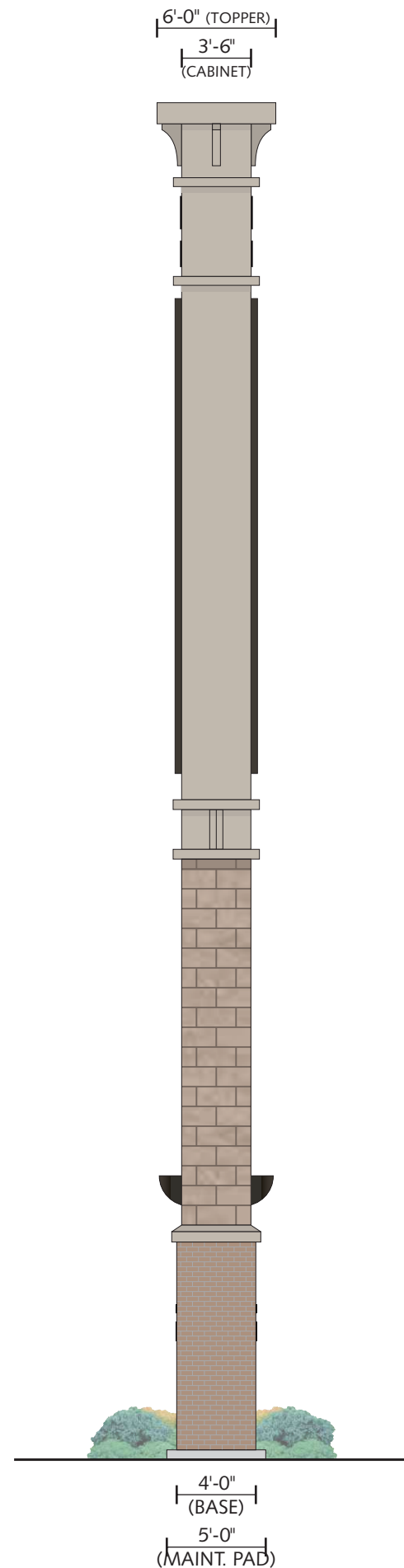


SITE SPECIFIC ENGINEERING REQUIRED

NOTE: CUSTOMER TO PROVIDE EXACT VECTOR ART FOR COPY PRIOR TO MANUFACTURE.

H1 D/F PYLON TENANT SIGN 1/8" = 1'-0"
(1) REQUIRED - MANUFACTURE & INSTALL

Exhibit B



UNIFIED SIGN PLAN

Design #
0391237Ar10

Sheet **2** of **4**

Client
PROVIDENT REALTY

Address
**IH-35 & SWISHER RD.
CORINTH, TEXAS**

Account Rep. **WF/DH**
Designer **SDM**
Date **10/10/16**

Approval / Date	
Client	
Sales	
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Art	
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R10-BR/8-10-17:	Update art.

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National Headquarters	3201 Manor Way Dallas, TX 75235 214-902-2000 Fax: 214-902-2044
San Antonio	17319 San Pedro Ave., Ste. #200 San Antonio, TX 78232 210-349-3804 Fax: 210-349-8724
West Coast	3220 Executive Ridge Dr., Suite 250 Vista, CA 92081 760-734-1708 Fax: 760-734-3752
Northeast US	965 Baxter Avenue, Suite 200 Louisville, KY 40204 502-479-3075 Fax: 502-412-0013
Florida	2584 Sand Hill Point Circle Davenport, FL 33837 863-420-1100 Fax: 863-424-1160
Georgia	37 Waterfront Park Court Dawsonville, GA 30534 678-725-8852 Fax: 210-349-8724
South Texas	P.O. Box 125, 206 Doral Drive Portland, TX 78374 361-563-5599 Fax: 361-643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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City Council Special Session

Meeting Date: 08/24/2017

Title: Adoption of Building Codes and Amendments

Submitted For: Fred Gibbs, Director

Submitted By: Cleve Joiner, Building
Official

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Ordinance Amending the Corinth Code of Ordinances, Chapters 93 and 150, Adopting the 2015 International Construction Codes With Certain Appendices and Local Amendments and Standards, Including the Building Code; Residential Building Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code; and 2014 National Electrical Code.

AGENDA ITEM SUMMARY/BACKGROUND

The last update to the construction codes for the City of Corinth was June 16, 2011. At that time, the City Council approved the 2009 edition of the International Codes along with the North Central Texas Council of Governments (NCTCOG) amendments. Staff is now presenting the 2015 International Codes, 2015 Property Maintenance Code and the 2014 National Electric Code (NEC) with NCTCOG amendments to the City Council for adoption.

Insurance Service Office (ISO) - ISO collects information useful in many aspects of insurance underwriting. That information includes evaluations of public fire protection, flood risk, and the adoption and enforcement of building codes in individual communities. Information on municipal services helps the communities with their efforts to manage and mitigate their risk. ISO performs the evaluations as a service to the insurance industry as numerous insurance companies use the ISO ratings to calculate individual property insurance premiums. There are two key components to an ISO evaluation. The first is the Public Protection Classification (PPC). ISO uses the PPC to evaluate municipal fire-protection efforts in communities throughout the United States. Insurance companies use PPC information to help establish fair premiums for fire insurance generally offering lower premiums in communities with better protection. Many communities use the PPC as a benchmark for measuring the effectiveness of their fire-protection services which includes fire inspections and plan reviews. The PPC program is also a tool that helps communities plan for budgeting and justify improvements. Currently, the Lake Cities Fire Department PPC is a 4 (on a scale of 1-10, 1 being the best – 10 being the worst) which for the region is a very good score.

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

ANALYSIS

Staff requests City Council approval of the ordinances adopting the referenced codes and standards. The new codes are necessary to ensure that the City keep pace with state law, changing technology and practices of the construction industry. State law requires adoption of the International Building Codes but allows for local

amendments. The International Code Council (ICC) updates the model codes every three years. Typically, there is a one year delay in a City's code adoption process because NCTCOG assembles building officials from participating North Texas cities to discuss the updated changes and consider recommended local amendments.

NCTCOG representing 16 counties and 168 cities finalized their recommended local amendments in March 2016. Staff, in keeping with surrounding cities and NCTCOG's proposed local amendments is requesting to update the construction and fire codes to the 2015 edition with local amendments. The NEC is on a different three year rotation making the 2014 edition the most current NEC.

The State adopted the 2015 International Energy Conservation Code (IECC) and the energy efficiency Chapter 11 of the International Residential Code (IRC) and signed both into law on January 5, 2016. The residential provisions were made effective September 1, 2016 and the Commercial provisions were made effective November 1, 2016. The original NCTCOG recommended amendments to the 2015 IECC and Chapter 11 of the IRC were analyzed and deemed less stringent than the provisions of the 2015 IECC adopted by the State and therefore are no longer considered recommended amendments.

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

City	International Codes	National Electric Code
Denton	2012	2011
Lewisville	2015	2014
Flower Mound	2015	2014
Highland Village	2015	2014
Plano	2015	2014
The Colony	2012	2011
Frisco	2015	2014
Coppell	2015	2014
Carrollton	2015	2014
Hickory Creek	2015	2014
Lake Dallas	2009	2008
Shady Shores	2009	2011

Listed below are some of the specific changes to the 2015 editions of the International Codes since the city's 2009 code adoption. It includes the 2012 changes carried over that will go into effect with Council approval. Items followed with an * are specific to the City of Corinth.

International Building Code (IBC)

- *Assembly Occupancies on Roofs – Exit Discharge and Fire Sprinkler Provisions*
- *A change of use within the same occupancy classification that requires additional life safety provisions requires a new certificate of occupancy.*
- *Education Occupancies and Critical Emergency Operations Buildings i.e. Fire Stations, Call Centers and Police Stations are required to have storm shelters*
- *Fire Sprinkler Provision – Small Bathrooms are no longer Exempt*
- *Rooftop Access for Equipment – Allows for Ladder or Ships Ladder rather than Stairs*
- *Rooftop vegetation now has referenced standards for structural load criteria*
- *Rooftop Photovoltaic Panels have structural design requirements*
- *Egress Through Intervening Spaces- Allows for Exiting through Enclosed Elevator Lobby*
- *Existing Buildings Chapter 34 Deleted and Published as a Separate Code Book*
- *Water Supply – Calculations Must Include Seasonal Changes in Fire Flow*
- *Smoke Alarms near Bathrooms – Increased Distance from Doorway*
- *Smoke Alarms near Cooking Appliances – Increased Distance from Appliances*
- *Carbon Monoxide Detection – Detectors are require near and within sleeping areas in*

Apartments with Attached Garages of Fuel Burning Appliances.

- *Shower Compartments – Raised from 70 to 72 inches*
- *Apartment Conversions to Assisted Living – Extensive Alarm Retrofitting Requirements*
- *Attic Venting – Updated to Accommodate Energy Codes*
- *ASTM Referenced for the installation standards for fencing**

APPENDICES:

- *Appendix B – Board of Appeals (establishes procedure)*
- *Appendix C – U-Occupancies – Agricultural Structures*
- *Appendix E – Supplementary Accessibility Requirements*

2015 IBC & ICC A117.1 - Accessibility Standards (Chapter 11)

- *Live/Work Units – Work Unit Required to be Accessible*
- *Apartments – New Accessible Requirements for Recreational Facilities*
- *Commercial – New Accessibility Requirements for Amusement Facilities*

2012 International Residential Code (IRC)

- *No Significant Changes other than IECC code requirements*
- *ASTM Referenced for the installation standards for fencing**

APPENDICES:

- *Appendix A – Gas Piping*
- *Appendix B – Venting Systems*
- *Appendix C – Direct Draft & Venting*
- *Appendix D – Appliance Inspection Procedures*
- *Appendix E – Manufactured Housing*
- *Appendix G – Piping Standard for Various Applications*
- *Appendix H – Patio Covers*
- *Appendix J – Existing Buildings & Structures*
- *Appendix N – Venting Methods*
- *Appendix U – Solar Ready Provision**

2015 International Mechanical Code (IMC)

- *Ventilation - Specific requirements for R-2 Occupancies (Apartment, Hotel & Motel)*

2015 International Energy Conservation Code (IECC)

Residential

- *Envelope leakage and duct leakage testing are required*
- *Duct and envelope testing requirements are more stringent*
- *Improved window performance*
- *Wall/ceiling insulation increased*
- *Efficient lighting requirement has gone from 50% to 75%*
- *Whole house mechanical ventilation is required*
- *Increased Hot Water Pipe Insulation and Length Limits*

APPENDICES

- *Appendix RA – Atmospheric Venting*
- *Appendix RB – Solar Ready Provisions*

Commercial

- *HVAC, water heating, lighting and envelope commissioning by 3rd party*
- *HVAC – new equipment efficiencies, requirements for ventilation and lighting*
- *Water heating – improved efficiency and controls*
- *Lighting – occupancy sensors and daylighting controls*
- *Additional Efficiency Packages – requires choosing code options for compliance*
- *Performance Compliance Options – versus Prescriptive*
- *Additional Choices for Energy Efficiencies (Packages)*
- *Increased Hot Water Pipe Insulation and Length Limits*
- *Increased Efficiency HVAC for Computer Rooms*
- *High efficiency lighting Controls & Maintenance*

2015 International Fuel Gas Code (IFGC)

- *No Significant Changes*

2015 International Fire Code (IFC)

- *Requiring two points of connection to the public water main whenever a new development exceeds 35,000 square feet, whenever three or more on-site fire hydrants are required, and when a dead-end water main exceeds 300-feet.*
- *For developments that require a multiple inlet Fire Department Connection to the fire sprinkler system, an additional large diameter inlet will be required.*
- *The 2015 International Fire Code has lessened the requirements for the amount of water available from fire hydrants when the building is equipped with fire sprinklers.*
- *Increased fire sprinkler protection for furniture and mattress storage and display areas*

2015 International Plumbing Code (IPC)

- *Irrigation Regulations for Cities over 20,000 population - TCEQ*

APPENDICIES:

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

2015 International Existing Building Code (IEBC)

- *Emergency Escape & Rescue Openings (windows) – Compliance or Alternative Method*
- *Fire Resistive Rating – Can be Reduced if Retrofit with Fire Sprinklers*
- *Reroofing – Addresses Energy Code Requirements*

1. International Property Maintenance Code (IPC)

- *Provisions regulating minimum heat in dwellings and work paces*
- *Establishes the City Council as the Appeals Board*
- *Provides additional enforcement tools*

2014 National Electrical Code (NFPA 70)

- *Required exterior service disconnects for firefighter operations safety**
- *Limits the number of service disconnect (meters) per service connection**

- *Requires copper wiring only other than service connects and main feed lines**
- *Licensing requires work to be performed by a State licensed Electrician exempting homeowners however not owners of rental properties*

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

- *Required exterior service disconnect for firefighter operations safety**

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

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

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

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

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

- *Appendix U – Solar Ready Provision**

The provision is a very basic tool that requires the architect to show the potential locations for solar (photovoltaic-PV) locations. The homeowner will have a record of those desired locations should they choose to install. The provision does not affect orientation of the building and/or zoning.

- *ASTM Referenced for the installation standards for fencing**

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

The Property Maintenance Code (IPMC) is a companion document that establishes the broad purpose of the code to protect the public health, safety and welfare in both existing residential and nonresidential structures and premises. Specifically, there are maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. The IPMC fixes responsibility on the owners, operators and occupants to follow code, regulates the use of structures and provides administration, enforcement and penalties. The City of Corinth has standards in place via Chapter 94 of the Corinth City Code. The sections requested for adoption augment Chapter 94 while combining the standards to Chapter 150 Building Regulations.

RECOMMENDATION

It is City staff’s recommendation that the City Council adopt the 2015 International Construction Codes amending Chapter 94 and Chapter 150 of the Corinth City Code with local amendments and standards as set forth in the caption above.

Attachments

Code Adoption Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CORINTH CODE OF ORDINANCES BY AMENDING SECTION 93.01 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; BY AMENDING SECTION 150.15 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.16 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL PLUMBING CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.17 TO ADOPT THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE, WITH AMENDMENTS; AMENDING SECTION 150.18 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.19 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL FUEL GAS CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.20 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.21 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE; ADOPTING SECTION 150.22 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS, ADOPTING SECTION 150.23 TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AND AMENDING SECTION 150.83(C); PROVIDING A PENALTY NOT TO EXCEED \$2,000 A DAY FOR VIOLATIONS HEREOF; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Corinth, Texas (“City Council”) previously adopted the 2009 Edition of the International Fire Code, International Building Code, International Plumbing Code, International Mechanical Code, International Residential Code, International Energy Conservation Code, International Fuel Gas Code, International Existing Building Code, and the 2008 edition of the National Electrical Code by Ordinance No. 11-06-16-12 on June 16, 2011; and

WHEREAS, from time to time, the update of such standards is warranted because of improvements in materials, technology and techniques and/or as required by law; and

WHEREAS, the North Central Texas Council of Governments has reviewed the 2015 Edition of the International Codes promulgated by the International Code Council and has recommended adoption of certain amendments to the Codes for the purposes of clarification, conformance with State laws and other Codes and to incorporate regional standards; and

WHEREAS, the City Council finds that the enactment and enforcement of such standards are in the best interest of the City of Corinth, Texas, and its citizens and that such enactment and enforcement furthers the health, safety and welfare of the citizens and their environs; and

WHEREAS, the City Council has investigated and determined that is in the best interest of the City of Corinth, Texas to amend Section 93.01 of Chapter 93 (Fire Prevention; Fireworks) of the Corinth Code of Ordinances by adopting the 2015 Edition of the International Fire Code, to amend Sections 150.15 - 150.21 of Chapter 150 (Building Regulations) of Title XV (Land Usage) of the Corinth Code of Ordinances by adopting the 2015 Edition of the International Building Code, International Plumbing Code, International Mechanical Code, International Residential Code, International Energy Conservation Code, International Fuel Gas Code, and 2014 National Electrical Code, and to add Section 150.22 to adopt the 2015 Edition of the International Property Maintenance Code, and to add Section 150.23 to adopt the 2015 Edition of the International Existing Building Code, in their entirety and the adoption of local amendments thereto.

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

SECTION 1: The findings set forth above are incorporated herein as if set forth verbatim.

SECTION 2: That Chapter 93 (Fire Prevention; Fireworks) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 93.01 to read as follows:

“The *International Fire Code*, 2015 edition, including Appendices B, E, F, G, as published by the International Code Council, a copy of which is on file in the office of the Director of Planning and Development is hereby adopted, and designated as the fire code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Building Code*, 2015 edition, are hereby adopted and attached as Exhibit "A" to this Ordinance. Exhibit "A" shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *International Fire Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 3: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.15 to read as follows:

“§ 150.15 - ADOPTION OF BUILDING CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Building Code*, 2015 edition, including Appendices B, C, E, K, as published by the International Code Council, a copy of which is on file in the office of the Director of Planning and Development is hereby adopted, and designated as the building code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Building Code*, 2015 edition, are hereby adopted and attached as Exhibit "B" to this Ordinance. Exhibit "B" shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *International Building Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 4: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.16 to read as follows:

“§ 150.16 - ADOPTION OF PLUMBING CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Plumbing Code*, 2015 edition, including Appendices Chapters C, D and E, as published by the International Code Council, a copy of which is on file in the office of the Director of Planning and Development, is hereby adopted, and designated as the plumbing code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Plumbing Code*, 2015 edition, are hereby adopted and attached as Exhibit "C" to this Ordinance. Exhibit "C" shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *International Plumbing Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 5: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.17 to read as follows:

“§ 150.17 - ADOPTION OF ELECTRICAL CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *National Electrical Code*, 2014 edition, as published by the National Fire Protection Association, a copy of which is on file in the office of the Director of Planning and Development, is hereby adopted, and designated as the electrical code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *National Electrical Code*, 2014 edition, are hereby adopted and attached as Exhibit "D" to this Ordinance. Exhibit "D"

shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *National Electrical Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 6: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.18 to read as follows:

“§ 150.18 - ADOPTION OF MECHANICAL CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Mechanical Code*, 2015 edition, as published by the International Code Council, a copy of which is on file in the office of the Director of Planning and Development, is hereby adopted, and designated as the mechanical code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Mechanical Code*, 2015 edition, are hereby adopted and attached as Exhibit "E" to this Ordinance. Exhibit "E" shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *International Mechanical Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 7: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.19 to read as follows:

“§ 150.19 - ADOPTION OF FUEL AND GAS CODE AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Fuel Gas Code*, 2015 edition, including Appendix Chapters A, B, C, and D, as published by the International Code Council, a copy of which is on file in the office of the Director of Planning and Development, is hereby adopted, and designated as the fuel gas code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Fuel Gas Code*, 2015 edition, are hereby adopted and attached as Exhibit "F" to this Ordinance. Exhibit "F" shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *International Fuel Gas Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 8: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.20 to read as follows:

“§ 150.20 - ADOPTION OF RESIDENTIAL CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Residential Code*, 2015 edition, including Appendices A, B, C, D, E, G, J, K, M, O, P, T, U, as published by the International Code Council, a copy of which is on file in the office of the Director of Planning and Development, is hereby adopted, and designated as the residential code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Residential Code*, 2015 edition, are hereby adopted and attached as Exhibit "G" to this Ordinance. Exhibit "G" shall be maintained as a public record in the office of the Director of Planning and Development and the City Secretary. In the event a conflict is determined to exist between the *International Residential Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 9: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by amending Section 150.21 to read as follows:

“§ 150.21 - ADOPTION OF ENERGY CONSERVATION CODE.

The *International Energy Conservation Code*, 2015 edition, including Appendices RA and RB, as published by the International Code Council, a copy of which is on file in the office of the Department of Planning and Development, is hereby adopted, and designated as the energy conservation code of the city, and is made a part hereof, as amended. In the event a conflict is determined to exist between *the International Energy Conservation Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 10: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by the addition of Section 150.22 to read as follows:

“§ 150.22 - ADOPTION OF PROPERTY MAINTENANCE CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Property Maintenance Code*, 2015 edition, as published by the International Code Council, a copy of which is on file in the office of the Department of Planning and Development, is hereby adopted, and designated as the property maintenance code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Property Maintenance Code*, 2015 edition, are hereby adopted and attached as Exhibit "H" to this Ordinance. Exhibit "H" shall be maintained as a public record in the office of the Department of Planning and Development. In the event a conflict is determined to exist between *the International Energy Conservation Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 11: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by the addition of Section 150.23 to read as follows:

“§ 150.23 - ADOPTION OF EXISTING BUILDING CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Existing Building Code*, 2015 edition, including Appendices B and C, as published by the International Code Council, a copy of which is on file in the office of the Department of Planning and Development, is hereby adopted, and designated as the existing building code of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *International Existing Building Code*, 2015 edition, are hereby adopted and attached as Exhibit "I" to this Ordinance. Exhibit "I" shall be maintained as a public record in the office of the Department of Planning and Development. In the event a conflict is determined to exist between the *International Existing Building Code* as adopted and the other provisions of this chapter, the latter provisions shall be construed as controlling and taking precedence over the former.”

SECTION 12: That Chapter 150 (Building Regulations) of the Code of Ordinances of the City of Corinth, Texas, be, and the same is hereby amended by the amendment of Section 150.83(C) to read as follows:

“(C) For purposes of this subchapter, any building, regardless of its date of construction, which exists in violation of Chapters 3 through 7 of the International Property Maintenance Code to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building and a nuisance.”

SECTION 13: Penalty. Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing the fire safety or public health shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION 14: Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Corinth, Texas, in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 15: Repealer. All ordinances parts of ordinances, resolutions and parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

SECTION 16: Continuation. That nothing in this Ordinance (or any code adopted herein) shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby amended or repealed by this Ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 17: Publication. The City Secretary of the City of Corinth is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as provided by law.

SECTION 18: Effective Date. This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

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

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberley Pence, City Secretary

APPROVED AS TO FORM:

Mack Reinwand, City Attorney

EXHIBIT "A"
**City of Corinth Amendments to the
2015 International Fire Code**

The following sections, paragraphs, and sentences of the *2015 International Fire Code* (IFC) are hereby amended as follows:



Section 101.1 is amended to read as follows:

Title. These regulations shall be known as the Fire Code of the City of Corinth, herein referred to as "this code"

Section 101.1.1; add new Section 101.1.1 to read as follows:

101.1.1 Adoption of Appendices. The following Appendices contained in the International Fire Code, 2015 Edition, are adopted and made a part of this Fire Code:

Appendix B – Fire-flow Requirements for Buildings

Appendix E – Hazard Categories

Appendix F – Hazard Ranking

Appendix G – Cryogenic Fluids – Weight and Volume Equivalent

(Reason: The provisions contained in the appendix are not mandatory unless specifically referenced in the adopting ordinance)

Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

(Reason: To clarify that there are other provisions in the fire code applicable to existing buildings that are not located in Chapter 11, such as Section 505 Premises Identification.)

Section 103 Fire Prevention Division

Section 103.1 is amended to read as follows:

General. The Fire Code shall be enforced by the Division of Fire Prevention. The Division of Fire Prevention is hereby established as a division of the Fire Department of the City of Corinth and shall be operated under the supervision of the Fire Chief.

Section 103.2 is amended to read as follows:

Appointment. The Fire Marshal (Fire Code Official) shall be appointed by the Fire Chief of the City of Corinth on the basis of proper qualifications.

Section 103.3 is amended to read as follows:

Deputies. The Fire Chief may assign such members of the Fire Department as inspectors, technical officers and other employees

Section 104.1 is amended by adding the following:

Under the Fire Chief's direction, the fire department is authorized to enforce all ordinances of the City pertaining to:

1. The prevention of fires;
2. The suppression or extinguishment of dangerous or hazardous fires;
3. The storage, use, and handling of hazardous materials;
4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire-extinguishing equipment;
5. The elimination of fire hazards on land and in buildings, structures and other property, including those under construction;
6. The maintenance of means of ingress and egress;
7. The investigation of the cause, origin and circumstances of fires, unauthorized releases of hazardous materials and explosions.

Section 105.3.3; change to read as follows:

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

(Reason: For clarity to allow for better understanding in areas not requiring such permits, such as unincorporated areas of counties. This amendment may be struck by a city.)

Section 105.7; Change to read as follows:

105.7 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.19

add Section 105.7.19 to read as follows:

105.7.19 Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(Reason: Adds construction permit requirements for electronic access control systems affecting access and/or egress to ensure proper design and installation of such systems. These changes reflect local practices of municipalities in this region.)

Section 106.2.1 is amended to add the following:

Inspection requests. If the inspection fails and a return inspection is necessary, the return inspection shall constitute a re-inspection. An additional fee may be assessed on a second re-inspection and each subsequent re-inspection in accordance with the Master fee Ordinance.

Section 108.1 is amended to read as follows:

Board of appeals established. Any person shall have the right to appeal a decision of the code official to the board of construction appeals established by ordinance in accordance with the ordinance provisions.

Section 109.4 is amended to read as follows:

109.4 Violation Penalties. Any person who:

- 1. violates or fails to comply with any of the provisions of this code or the standards adopted hereunder; or
- 2. fails to comply within the time fixed herein with any order made by the Fire Chief or authorized representative under any of the provisions of this code or the standards adopted hereunder; or
- 3. builds, installs, alters, repairs or does work in violation of any detailed statement, specifications or plans submitted and approved under the provisions of this code or the standards adopted hereunder; or
- 4. builds in violation of any certificate or permit issued under the provisions of this code or the standards adopted hereunder; or
- 5. permits any fire hazard to exist in or upon any occupancy, premises or vehicle under their control, operation, maintenance or possession; or
- 6. fails to comply with orders, notices, signs and/or tags; or
- 7. tampers with signs and/or tags;

shall be guilty of a misdemeanor punishable by a fine not to exceed \$2,000.00 for each violation and act of noncompliance. The imposition of one (1) penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations of defects within a reasonable time specified by the Fire Chief or authorized representative. When not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

(Reason: Specifies the offense, punishment, and fine amount allowed by law and clarifies that notice is not required prior to citation of violations)

Section 202 General Definitions are amended by the following:

ADDRESSABLE FIRE DETECTION SYSTEM. Any system capable of providing identification of each individual alarm-initiating device. The identification shall be in plain English and as descriptive as possible to specifically identify the location of the device in alarm. The system shall have the capability of alarm verification.

(Reason: To provide a definition that does not exist in the code.)

[B] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers

- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

(Reason: to clarify the range of uses included in the definition)

ANALOG ADDRESSABLE FIRE DETECTION SYSTEM. Any system capable of calculating a change in value by directly measurable quantities (voltage, resistance, etc.) at the sensing point. The physical analog may be conducted at the sensing point or at the main control panel. The system shall be capable of compensating for long-term changes in sensor response while maintaining a constant sensitivity. The compensation shall have a preset point at which a detector maintenance signal shall be transmitted to the control panel. The sensor shall remain capable of detecting and transmitting an alarm while in maintenance alert.

(Reason: To provide a definition that does not exist in the code.)

[B] ATRIUM. An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

(Reason: Accepted practice in the region based on legacy codes. IBC Section 1009 permits unenclosed two story stairways under certain circumstances.)

[B] DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

(Reason: Added from International Building Code (IBC) definitions for consistency in interpretation of the subject requirements pertaining to such occupancies.)

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

(Reason: Clearly defines options to the fire department for providing a fire watch.)

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, ~~or~~ *detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein. ... *{remainder of text unchanged}*...

(Reason: Increased safety from fireworks related injuries.)

Option B
HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

(Reason: To provide protection for worst-case scenario in flexible or unknown situations.)

Option B

HIGH-RISE BUILDING. A building with an occupied floor located more than 75 55 feet (22 860 16 764 mm) above the lowest level of fire department vehicle access.

(Reason: Allows for additional construction safety features to be provided, based on firefighting response capabilities.)

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

(Reason: To further clarify types of service work allowed in a repair garage, as well as to correspond with definition in the IBC.)

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

(Reason: To provide a definition that does not exist in the code.)

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
 - Installing a new fire alarm control unit in addition to or in place of an existing one
 - Conversion from a horn system to an emergency voice/alarm communication system
 - Conversion from a conventional system to one that utilizes addressable or analog devices
- The following are not considered an upgrade or replacement:
- Firmware updates
 - Software updates
 - Replacing boards of the same model with chips utilizing the same or newer firmware

(Reason: This is referenced in several places, but the wording of “upgraded or replaced” is somewhat ambiguous and open to interpretation. Defining it here allows for consistent application across the region.)

Section 307.1.1; change to read as follows:

307.1.1 Prohibited Open Burning. Open burning shall be prohibited that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

(Reason: To further protect adjacent property owners/occupants from open burning and/or smoke emissions from open burning.)

Section 307.2; change to read as follows:

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning ~~–a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

(Reason: Amendments to 307.2, 307.4, 307.4.3, and 307.5 better explain current requirements and recognize that jurisdictions have local established policies that best fit their environments.)

Section 307.3; change to read as follows:

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

(Reason: Provides direction as to responsible parties relative to extinguishment of the subject open burning.)

Section 307.4; change to read as follows:

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (15-240 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (15-240 91 440 mm) of any structure.

Exceptions: {No change.}

(Reason: To increase the separation distance thereby increasing the safety to adjacent properties, as per applicable TCEQ rules and regulations regarding outdoor burning.)

Section 307.4.3, Exceptions: add exception #2 to read as follows:

Exceptions:

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

(Reason: To reflect similar allowances for open-flame cooking in these same locations.)

Section 307.4.4 and 5; add section 307.4.4 and 307.4.5 to read as follows:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

(Reason: To provide a greater level of safety for this potentially hazardous fire exposure condition. Decrease in separation distance allowed for outdoor firepits due to permanent nature of construction having substantial securement.)

Section 307.5; change to read as follows:

307.5 Attendance. Open burning, trench burns, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... {Remainder of section unchanged}

(Reason: Adds attendance for trench burns based on previous amendment provision for such.)

Add Section 307.6 to read as follows:

Burn Bans. The City of Corinth shall follow the ruling of the Denton County Commissioner's Court regarding burn bans. The ban shall prohibit all outdoor activities and /or processes that may start a fire. These activities or processes shall include but are not limited to: open burning, recreational burning, outdoor welding, use of torches or other cutting devices that emit sparks, and fireworks.

Add section 307.7 to read as follows:

Posting a declaration of a burn ban: The burn ban issued by the Denton County Commissioner's court as specified in section 307.6 may be posted or published in the following locations:

1. City website
2. Fire Department social media accounts
3. Official City newspaper

Section 308.1.4; change to read as follows:

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs (5 containers).
2. Where buildings, balconies and decks are protected by an approved *automatic sprinkler system*, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs (2 containers).
3. {No change.}

(Reason: Decrease fire risk in multi-family dwellings and minimizes ignition sources and clarify allowable limits for 1 & 2 family dwellings, and allow an expansion for sprinklered multi-family uses. This amendment adds clarification and defines the container size allowed for residences.)

Section 308.1.6.2, Exception #3; change to read as follows:

Exceptions:

3. Torches or flame-producing devices in accordance with Section ~~308.4~~ 308.1.3.

(Reason: Section identified in published code is inappropriate.)

Section 308.1.6.3; change to read as follows:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating devices containing an open flame or other heat source, such as but not limited to a sky lantern.

(Reason: Eliminates the potential fire hazard presented by utilization of such devices and the potential accidental release of such devices.)

Section 311.5; change to read as follows:

311.5 Placards. ~~Any~~ The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, ~~shall be marked~~ as required by Section 311.5.1 through 311.5.5.

(Reason: There may be situations where placarding is not desired or necessary; also clarifies intent that it is not the fire code official's responsibility to provide the placard.)

{Note that prior amendment to Section 401.9 in the 2012 IFC recommended amendments has been relocated to Section 901.6.3 as a more appropriate location for the requirement.}

Section 403.5; change Section 403.5 to read as follows:

403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

(Reason: The diagrams are intended to assist with egress in such occupancies – specifically, the primary teacher is not always present to assist children with egress. Also, such will help reinforce evacuation drill requirements.)

Section 404.2.2; add Number 4.10 to read as follows:

4.10 Fire extinguishing system controls.

(Reason: The committee believed this information could be of great help to such plans to facilitate locating sprinkler valves to minimize water damage, for instance.)

Section 405.4; change Section 405.4 to read as follows:

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

(Reason: This change clarifies who may require a fire or evacuation drill).

Section 501.4; change to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure or in a manner that is determined accessible by the Fire Marshal. ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

(Reason: Reflects current practice in the region relative to ensuring fire department and EMS access during construction, which can be a time of increased frequency for emergency incidents.)

Section 503.1.1; add sentence to read as follows:

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

(Reason: Recognizes that the hose lay provision can only be measured along a pathway that is wide enough for fire fighter access.)

Section 503.1.2 is amended to read as follows:

Additional Access. All structures and subdivisions shall provide two points of access. The two points of access shall be a minimum of 140 feet apart. The maximum block length shall be 1200' and the maximum cul-de-sac length shall not exceed 600' in length as measured from the centerline of the intersection, street to the center point of the radius. For commercial development, the Fire Code Official can take into consideration adjacent undeveloped property and the possibility of adding an access when it is developed, so long as adequate assurances are provided.

Section 503.1.4 add to read as follows:

Easements required. Fire lane and access easements shall be provided to serve all buildings through parking areas, to service entrances of buildings, loading areas and trash collection areas, and other areas deemed necessary to be available to fire and emergency vehicles. The Fire Chief is authorized to designate additional requirements for fire lanes where the same is reasonably necessary so as to provide access for fire and rescue personnel. Fire lanes provided during the platting process shall be so indicated on the plat as an easement. Where fire lanes are provided and a plat is not required, the limits of the fire lane shall be shown on a site plan and placed on permanent file with the Fire Marshal and City Planning Department.

Section 503.2.1; change to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 24 feet (6096 mm 7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm) 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

Section 503.2.2; change to read as follows:

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

Section 503.2.3; change Section 503.2.3 to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

(Reason: To address the current size of fire trucks in use – figure derived from DOT requirements for waiver of vehicle exceeding such weight.)

Section 503.3; change to read as follows:

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE~~ Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. ~~The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(Reason: Establishes a standard method of marking and reflects local long-standing practices.)

Section 503.4; change to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

(Reason: As originally worded, the section implied that vehicles could be parked in the marked fire lane and not be in violation if the minimum width is still maintained. Current accepted enforcement practice is to require the entire marked fire lane to be maintained clear and unobstructed.)

Section 503.6 is amended to read as follows:

Security gates. Where security fencing is necessary, the owner shall provide gates or openings which may be secured. Gates when provided must open fully in either direction or be of a sliding or raised arm type and be equipped with an approved automated entry system with a Knox lock or equivalent for manual service. The key box shall be of an approved type listed in accordance with UL 1037 and be approved by the Fire Chief.

Section 505.1; change to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 1/2 inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties. Such improves legibility of these signs which are critical to emergency response in a more timely manner.)

Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum

operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

(Reason: Clarifies intent of the test to ensure contractor accounts for water supply fluctuations.)

Section 507.5.1 is amended to read as follows:

Where required. Where a portion of the facility or building hereafter constructed or moved in or within the jurisdiction is more than 300 feet from a fire hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Marshal. A minimum of one fire hydrant shall be located within 100ft of the fire department connection and on the same side of the roadway as the facility or building. As properties develop, fire hydrants shall be located at all intersecting streets and at the minimum spacing indicated in table 507.5.1. There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed in Table 507.5.1

Maximum Distance Between Hydrants TABLE 507.5.1

OCCUPANCY	SPRINKLERED	NOT SPRINKLERED
Residential (1 & 2 Family)	500 feet	500 feet
Residential (Multi Family)	400 feet	300 feet
All Other	500 feet	300 feet

Table 507.5.1

Section 507.5.4; change to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

(Reason: Maintains wording from 2006 Code to ensure these critical devices are available in an emergency incident.)

Section 509.1.2; add new Section 509.1.2 to read as follows:

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

(Reason: Provides direction as to appropriate sign criteria to develop consistency in this regard.)

Section 603.3.2.1, Exception; change exception to read as follows:

Exception: The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11,356 L) in accordance with all requirements of Chapter 57. ~~of Class II or III liquid for storage in protected above-ground tanks...~~ *{Delete remainder of Exception}*

(Reason: Change to Section 5704.2.9.5 is included in this amendment package.)

Section 603.3.2.2; change to read as follows:

603.3.2.2 Restricted Use and Connection. Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning ~~or generator~~ equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.

(Reason: Relocate the exception to Chapter 57 for applicability to generator sets, due to contradictory charging statement in 603.1 to not apply to internal combustion engines. Further, such large quantities of combustible liquid are more thoroughly addressed in Chapter 57 relative to such tanks.)

Section 604; change and add to read as follows:

604.1 General. Emergency power systems and standby power systems required by this code or the *International Building Code* shall comply with Sections 604.1.1 through 604.1.9

604.1.1 Stationary Generators. Stationary emergency and standby power generators required by this code shall be *listed* in accordance with UL 2200.

604.1.2 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

604.1.3 through 604.1.8 {No changes to these sections.}

604.1.9 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

604.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 604.2.1 through ~~604.2.16~~ 604.2.24

604.2.1 through 604.2.3 {No change.}

604.2.4 ~~Group A occupancies.~~ Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.20 and 914.2.3

Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special Amusement Buildings, Section 907.2.12.3

High-rise Buildings, Section 907.2.13

Atriums, Section 907.2.14

Deep Underground Buildings, Section 907.2.19

604.2.5 through 604.2.11 {No change.}

604.2.12 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

604.2.13 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6.1. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

604.2.14 {No change.}

604.2.15 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410.3.7.2
Special Amusement Buildings (as applicable to Group A's), *International Building Code*, Section 411.1

Smoke Protected Seating, Section 1029.6.2.1

604.2.17 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.3.

604.2.18 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

604.2.19 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

604.2.20 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

604.2.21 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

604.2.22 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, Item 7.

604.2.23 Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.8.

604.2.24 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

604.3 through 604.7 {No change.}

604.8 Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

(Reason: These provisions provide a list to complete and match that throughout the codes. The only new items are the reference to COPS in NFPA 70, and the specified Energy time duration. Other changes are a reference to a code provision that already exists.)

Section 609.2; change to read as follows:

609.2 Where Required. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including but not limited to cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the fire code official.

Exceptions:

1. Tents, as provided for in Chapter 31.
2. {No change to existing Exception.}

Additionally, fuel gas and power provided for such cooking appliances shall be interlocked with the extinguishing system, as required by Section 904.12.2. Fuel gas containers and piping/hose shall be properly maintained in good working order and in accordance with all applicable regulations.

(Reason: To require fire protection and prevention for mobile food trucks and other mobile commercial cooking operations for the protection of occupants and first responders, including the fuel gas utilized for the cooking operation.)

Section 704.1; change to read as follows:

704.1 Enclosure. Interior vertical shafts including, but not limited to, stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less than as required in Chapter 11. New floor openings in existing buildings shall comply with the *International Building Code*.

(Reason: Provides standard minimum protection retroactively, but clarifies that this section is not to be used to reduce higher protection levels that were required when originally constructed.)

Section 807.3; change to read as follows:

807.3 Combustible Decorative Materials. ~~In other than Group I-3~~ In occupancies in Groups A, E, I, and R-1, and dormitories in Group R-2, curtains, draperies, fabric hangings and other similar combustible decorative materials suspended from walls or ceilings shall comply with Section 807.4 and shall not exceed 10 percent of the specific wall or ceiling area to which they are attached.

(Reason: Section 807 was re-arranged and modified from the 2012 IFC: previously, curtains were required to be NFPA 701 compliant and limited to 10 percent of the applicable wall in A, E, I, R-1, and R-2 dormitory occupancies, but now, per the published 2015 IFC, Section 807.3 would apply to all occupancies, except I-3 (non-combustible only). Such a change is a tremendous expansion of the requirement, and no justification was provided in the proposed code change at the code hearings as to the reasons for such an expansion of the requirement, especially considering that it also applies to existing buildings. The board believes that this change is an over-reach for such a stringent requirement and that maintenance of the legacy language is appropriate at this time.)

Section 807.5.2.2 and 807.5.2.3; change to read as follows:

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

Section 807.5.5.2 and 807.5.5.3; change to read as follows:

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls

or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

Section 901.5 amended to add the following:

Installation acceptance testing. All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48 hour notice to the Fire Marshal or his representative.

Section 901.6.1; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

(Reason: Increases the reliability of the fire protection system and re-emphasizes the requirements of NFPA 25 relative to standpipe systems, as well as ensuring that FDC connections are similarly tested/maintained to ensure operation in an emergency incident.)

Section 901.6.3; add Section 901.6.3 to read as follows:

901.6.3 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

(Reason: Places the responsibility on the business or property owner to maintain their fire alarm systems in approved condition. Allows the enforcement of "prohibition of false alarms". Replaces text lost from the legacy codes that helps to ensure the maintenance of life safety systems.)

Section 901.7; change to read as follows:

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {remaining text unchanged}

(Reason: Gives fire code official more discretion with regards to enforcement of facilities experiencing nuisance alarm or fire protection system activations necessitating correction/repair/replacement. The intent of the amendment is to allow local jurisdictions to enforce fire watches, etc., where needed to ensure safety of occupants where fire protection systems are experiencing multiple nuisance activations.)

Section 901.8.2; change to read as follows:

901.8.2 Removal of existing Occupant-use Hose Lines. The *fire code official* is authorized to permit the removal of ~~existing~~ occupant-use hose lines and hose valves where all of the following conditions exist:

1. ~~Installation is not required by this code or the International Building Code.~~
2. The hose line(s) would not be utilized by trained personnel or the fire department.
3. ~~†~~ If the ~~remaining outlets~~ occupant-use hose lines are removed, but the hose valves are required to remain as per the fire code official, such shall be ~~are~~ compatible with local fire department fittings.

(Reason: Occupant-use hose lines have been an issue of concern that fire code officials have struggled with for many years now, primarily in that they are required by the published code, even though occupants are rarely properly trained in their use or provided with the OSHA-required protective gear for such use, such as with an industrial fire brigade. The allowance for these hose lines to remain only promotes the possibility of an occupant attempting to fight fire for an unknown duration, rather than

evacuate, and potentially injure themselves or others through such action. They present greater risk than benefit to the occupants, and as such, the above gives the fire code official the authorization to allow removal of such at his or her discretion.)

Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and~~, or as *approved* by the fire code official.

(Reason: Such alternative systems do not provide the reliability of automatic sprinkler protection. Most gaseous type systems are highly susceptible to open doors, ceiling or floor tile removal, etc. However, an applicant could pursue an Alternate Method request to help mitigate the reliability issues with these alternative systems with the fire code official if so desired, or there may be circumstances in which the fire code official is acceptable to allowing an alternate system in lieu of sprinklers, such as kitchen hoods or paint booths.)

Section 903.2; add paragraph to read as follows:

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3006.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3006.4, such that passive fire barriers for these areas are maintained.)

Section 903.2; delete the exception.

(Reason: The exception deletion is due to the fact that such telecom areas pose an undue fire risk to the structural integrity of the building.)

Section 903.2.9; add Section 903.2.9.3 to read as follows:

903.2.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

(Reason: Fire departments are unable to inspect these commercial occupancies and are unaware of the contents being stored. Previous allowance to separate units by fire barriers is difficult to enforce maintenance after opening.)

Option B

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~, other than penthouses in compliance with Section 1510 of the *International Building Code*, located ~~55~~ 35 feet

(16-764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1.—Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

2.—Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. .ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ...*{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
5. ~~Fire service access~~—Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

(Reason: Gives more direction to code official. Exception 4 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)

Section 903.3.1.2.3; add section to read as follows:

[F] Section 903.3.1.2.3 Attics and Attached Garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and or NFPA 13R requirements, and attached garages.

(Reason: Attic protection is required due to issues with fire exposure via soffit vents, as well as firefighter safety. Several jurisdictions indicated experience with un-protected attic fires resulting in displacement of all building occupants. NFPA 13 provides for applicable attic sprinkler protection requirements, as well as exemptions to such, based on noncombustible construction, etc. Attached garages already require sprinklers via NFPA 13R – this amendment just re-emphasizes the requirement.)

Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1 and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(Reason: To allow the use of the Plumbing section of the International Residential Code (IRC) and recognize current state stipulations in this regard.)

Section 903.3.1.4; add to read as follows:

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(Reason: In the last few years, severe winters brought to light several issues with current practices for sprinklering attics, not the least of which was wet-pipe sprinklers in ventilated attics provided with space heaters, etc. for freeze protection of such piping. This practice is not acceptable for the protection of water-filled piping in a ventilated attic space as it does not provide a reliable means of maintaining the minimum 40 degrees required by NFPA, wastes energy, and presents a potential ignition source to the attic space. Listed antifreeze is specifically included because NFPA currently allows such even though there is no currently listed antifreeze at the time of development of these amendments. The intent of this amendment is to help reduce the large number of freeze breaks that have occurred in the past with water-filled wet-pipe sprinkler systems in the future, most specifically in attic spaces.)

Section 903.3.5; add a second paragraph to read as follows:

[F] Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

(Reason: To define uniform safety factor.)

Section 903.4; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses. Consistent with amendment to IFC 905.9.)

Section 903.4.2; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

(Reason: Fire department connections are not always located at the riser; this allows the fire department faster access.)

Section 905.2; change to read as follows:

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

(Reason: To define manual dry standpipe supervision requirements. Helps ensure the integrity of the standpipe system via supervision, such that open hose valves will result in a supervisory low air alarm.)

Section 905.3; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(Reason: Allows for the rapid deployment of hose lines to the body of the fire.)

Section 905.4, change Item 1, 3, and 5, and add Item 7 to read as follows:

1. In every required interior-exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a {No change to rest.}

4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as

otherwise approved by the fire code official.

(Reason: Item 1, 3, and 5 amendments to remove 'interior' will help to clarify that such connections are required for all 'exit' stairways, to ensure firefighter capabilities are not diminished in these tall buildings, simply because the stair is on the exterior of the building. Item 5 reduces the amount of pressure required to facilitate testing, and provides backup protection for fire fighter safety. Item 7 allows for the rapid deployment of hose lines to the body of the fire.)

Section 905.9; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses. Consistent with amendment to IFC 903.4.)

Section 907.1; add Section 907.1.4 and 907.1.4.1 to read as follows:

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

(Reason: Provides for the ability of descriptive identification of alarms, and reduces need for panel replacement in the future. Updated wording to match the language of the new requirement at 907.5.2.3. Change of terminology allows for reference back to definitions of NFPA 72)

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is~~ of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

(Reason: Increases the requirement to be consistent with Group B requirement. Also addresses issue found in Group A occupancies of reduced lighting levels and other A/V equipment that distracts from fire alarm notification devices or reduces ability of fire alarm system to notify occupants of the emergency condition.)

Section 907.2.3; change to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be

connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
 - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems. Exceptions provide consistency with State law concerning such occupancies.)

Section 907.2.13, Exception 3; change to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

(Reason: To indicate that enclosed areas within open air seating type occupancies are not exempted from automatic fire alarm system requirements.)

Section 907.4.2; add Section 907.4.2.7 to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

(Reason: Helps to reduce false alarms.)

Section 907.6.1; add Section 907.6.1.1 to read as follows:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)

Section 907.6.3; delete all four Exceptions.

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems. This is moved from 907.6.5.3 in the 2012 IFC and reworded to match new code language and sections.)

Section 907.6.6; – add sentence at end of paragraph to read as follows:

[F] See 907.6.3 for the required information transmitted to the supervising station.

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems. This is moved from 907.6.5.3 in the 2012 IFC and reworded to match new code language and sections.)

Section 909.22; add to read as follows:

909.22 Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

[F] 909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation Systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.21.1.2 Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.22.1.3 Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

(Reason: To assist with enforcement of such as a smoke control system, as per Section 909.6.3, especially since a permit is now specifically required for such systems in the Fire Code. Also ensures that a firefighter's override panel is provided as per 909.16 for such systems. The above amendment copies the applicable requirements for such systems from Section 909.20 of the Building Code into the Fire Code. Although the published code did copy the elevator pressurization requirements into the Fire Code, it did not copy over the stair pressurization requirements.)

Section 910.2; change Exception 2. and 3. to read as follows:

- [F] 2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(\text{mS})^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

(Reason: Allows the fire department to control the smoke and heat during and after a fire event, while still prohibiting such systems from being automatically activated, which is a potential detriment to the particular sprinkler systems indicated.)

Section 910.2; add subsections 910.2.3 with exceptions to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Maintains a fire protection device utilized in such occupancies where it is sometimes necessary to allow chemicals to burn out, rather than extinguish.)

Section 910.3; add section 910.3.4 to read as follows:

910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

[F] **910.3.4.1 Sprinklered buildings.** Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.

The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

910.3.4.2 Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

(Reason: Amendment continues to keep applicable wording from prior to the 2012 edition of the IFC. Specifically, automatic activation criteria is no longer specifically required in the published code. Specifying a temperature range at which smoke and heat vents should activate in sprinklered buildings helps to ensure that the sprinkler system has an opportunity to activate and control the fire prior to vent operation.)

Section 910.4.3.1; change to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(Reason: Makeup air has been required to be automatic for several years now in this region when mechanical smoke exhaust systems are proposed. This allows such systems to be activated from the smoke control panel by first responders without having to physically go around the exterior of the building opening doors manually. Such requires a significant number of first responders on scene to conduct this operation and significantly delays activation and/or capability of the smoke exhaust system.)

Section 910.4.4; change to read as follows:

910.4.4 Activation. The mechanical smoke removal system shall be activated ~~by manual controls only~~ automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

(Reason: The provision of a manual only mechanical smoke removal system does not provide equivalency with automatic smoke and heat vents. This amendment clarifies that the primary intent is for automatic systems, unless exceptions are provided as in 910.2 – consistent with the charging statements of the section.)

Section 912.2; add Section 912.2.3 to read as follows:

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

(Reason: To accommodate limited hose lengths, improve response times where the FDC is needed to achieve fire control, and improve ease of locating a fire hydrant in those situations also. Also, consistent with NFPA 14 criteria.)

Section 913.2.1; add second paragraph and exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A knock key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be

provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

(Reason: This requirement allows fire fighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario for some buildings, and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)

Section 914.3.1.2; change to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In buildings that are more than 420 120 feet (128 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

(Reason: The 2009 edition of the IFC added this requirement based on a need for redundancy of the water supply similar to the redundancy of the power supply to the fire pumps required for such tall buildings, partially due to the fact that these buildings are rarely fully evacuated in a fire event. More commonly, the alarm activates on the floor of the event, the floor above and the floor below. Back-up power to the fire pump becomes critical for this reason. Certainly, the power is pointless if the water supply is impaired for any reason, so a similar requirement is provided here for redundant water supplies. The 2015 edition changes the requirement to only apply to very tall buildings over 420 ft. This amendment modifies/lowers the requirement to 120 ft., based on this same height requirement for fire service access elevators. Again, the language from the 2009 and 2012 editions of the code applied to any high-rise building. This compromise at 120 ft. is based on the above technical justification of defend-in-place scenarios in fire incidents in such tall structures.)

Section 1006.2.2.6; add a new Section 1006.2.2.6 as follows:

1006.2.2.6 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the Electrical Code as adopted.

(Reason: Cross reference necessary for coordination with the NEC which has exiting requirements as well.)

Section 1009.1; add the following Exception 4:

Exceptions:

{previous exceptions unchanged}

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.

(Reason: To accommodate buildings regulated under Texas State Law and to be consistent with amendments to Chapter 11.)

Section 1010.1.9.4 Bolt Locks; change Exceptions 3 and 4 to read as follows:

Exceptions:

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. *{Remainder unchanged}*
4. Where a pair of doors serves a Group A, B, F, M or S occupancy *{Remainder unchanged}*

(Reason: Application to M occupancies reflects regional practice; No. 4 expanded to Group A due to it being a similar scenario to other uses; No. 4 was regional practice.)

Section 1015.8 Window Openings; change number 1 to read as follows:

1. Operable windows where the top of the sill of the opening is located more than ~~75 feet (22 860 mm)~~ 55 (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

(Reason: In Option B jurisdictions, change "75 feet" to "55 feet".)

Section 1020.1 Construction; add Exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

(Reason: Revise the 2012 published NCTCOG amendment to this section to clarify intent is not to require automatic fire alarm system or notification throughout the tenant space, but rather, only in the corridor.)

Section 1025.1 amended to read as follows:

General. Approved luminous egress path markings delineating the exit path shall be provided in high-rise buildings of Group A, B, E, I, M and in all Group R-1 occupancies in accordance with Sections 1025.1 through 1025.5

Section 1029.1.1.1; delete this section. Spaces under Grandstands and Bleachers:

(Reason: Unenforceable.)

Section 1031.2; change to read as follows:

1031.2 Reliability. Required *exit accesses, exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~when the building area served by the means of egress is occupied.~~ An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

(Reason: Maintain legacy levels of protection and long-standing regional practice, and provide firefighter safety.)

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 607.3.

(Reason: Coordinates requirements of previous amendment.)

Section 1103.5; add Section 1103.5.1 to read as follows:

1103.5.1 Group A-2. ~~An automatic sprinkler system shall be installed in accordance with Section 903.3.1.1 throughout existing buildings or portions thereof used as Group A-2 occupancies with an occupant load of 300 or more.~~ **Spray Booths and Rooms.** Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

(Reason: Consistent with amendment to IFC 2404, and long-standing regional requirement. The published 1103.5.1 requiring sprinklers retroactively in A-2 occupancies was deleted by ICC Errata.)

Section 1103.7; add Section 1103.7.8 and 1103.7.8.1 to read as follows:

1103.7.8 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.8.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

(Reason: To assist responding personnel in locating the emergency event and provide clarity as to percentages of work that results in a requirement to upgrade the entire fire alarm system.)

Section 2304.1; change to read as follows:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3- the following:

- 1. Conducted by a qualified attendant; and/or,
- 2. Shall be under the supervision of a qualified attendant; and/or
- 3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(Reason: Allows a facility to apply the attended and unattended requirements of the code when both are potentially applicable.)

Section 2401.2; delete this section.

(Reason: This section eliminates such booths from all compliance with Chapter 15 including, but not limited to: size, ventilation, fire protection, construction, etc. If the product utilized is changed to a more flammable substance, the lack of compliance with Chapter 15 could result in significant fire or deflagration and subsequent life safety hazard.)

Table 3206.2, footnote j; change text to read as follows:

- j. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

(Reason: Allows the fire department to control the smoke and heat during and after a fire event, while ensuring proper operation of the sprinkler protection provided. Also, gives an alternative to smoke and heat vents.)

Section 3310.1; add sentence to end of paragraph to read as follows:

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time at which construction has progressed beyond completion of the foundation of any structure.

(Reason: Reference requirement of Section 501.4.)

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
- 3-2. The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

(Reason: Restricts fireworks to approved displays only, which is consistent with regional practice. Such is intended to help protect property owners and individuals from unintentional fireworks fires within the jurisdiction, as well as to help protect individuals from fireworks injuries. It is noted that there has been a change in the State Law to allow possession of unopened fireworks in certain areas of the vehicle, and it is highly recommended that AHJ's familiarize themselves with the applicable State Laws in this regard.)

Section 5703.6; add a sentence to read as follows:

5703.6 Piping Systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications. Coordinates with TCEQ requirements.)

Section 5704.2.9.5; change Section 5704.2.9.5 and add Section 5704.2.9.5.3 to read as follows:

5704.2.9.5 Above-ground Tanks Inside of Buildings. Above-ground tanks inside of buildings shall comply with Section 5704.2.9.5.1 and 5704.2.9.5.2 through 5704.2.9.5.3.

5704.2.9.5.1 {No change.}

5704.2.9.5.2 {No change.}

5704.2.9.5.3 Combustible Liquid Storage Tanks Inside of Buildings. The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section 5704.2.9.7 when all of the following conditions are met:

1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;
2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks;
3. The tanks shall be located in a room protected by an *automatic sprinkler system* complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an *approved* closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.

(Reason: Relocated from exception to 603.3.2.1 as published, as per reason statement for deletion in that section.)

Section 5704.2.11.4; add a sentence to read as follows:

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 and ~~5704.2.11.5.2~~ through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications.)

Section 5704.2.11.4.2; change to read as follows:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

(Reason: Reference to IFC Section 5704.2.11.4.3 amendment.)

Section 5704.2.11.4; add Section 5704.2.11.4.3 to read as follows:

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

(Reason: Provides an economical means of checking potential leaks at each tank site.)

Section 6103.2.1; add Section 6103.2.1.8 to read as follows:

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

(Reason: To provide a consistent and reasonable means of regulating the use of portable LP-Gas containers in these situations. Reduces the hazard presented by portable containers when natural gas is already available. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

Section 6104.2, Exception; add an exception 2 to read as follows:

Exceptions:

1. *{existing text unchanged}*
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

(Reason: To provide a consistent and reasonable means of regulating the use LP-Gas containers. Reduces the hazard presented by such containers when natural gas is already available. References regional amendment to IFC 6104.3.2. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

Section 6104.3; add Section 6104.3.2 to read as follows:

6104.3.2 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

(Reason: Allows for an alternate fuel source. Dwelling density must be considered and possibly factored into zoning restrictions. Reduces the hazard presented by over-sized LP-Gas containers. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

Section 6107.4 and 6109.13; change to read as follows:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with ~~NFPA 58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

(Reason: NFPA 58 does not provide substantial physical protection [it allows raised sidewalks, fencing, ditches, parking bumpers as 'vehicle barrier protection'] of the container(s) from vehicular impact as is

required and has been required historically, as per Section 312, i.e. bollard protection. Further, the exception to Section 6109.13 would allow for portable containers in ventilated metal cabinets to not require any physical protection whatsoever from vehicular impact, regardless of the location of the containers. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

{Applicable to those jurisdictions adopting Appendix B}

Table B105.2; change footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,000 1,500 gallons per minute.

(Reason: The minimum fire-flow of 1,500 gpm for other than one- and two- family dwellings has existed since the 2000 edition of the IFC, as well as the Uniform Fire Code before that. Little to no technical justification was provided for the proposed code change at the code hearings. The board believes that the already-allowed 75 percent reduction in required fire-flow for the provision of sprinkler protection is already a significant trade-off. The minimum 1,500 gpm is not believed to be overly stringent for the vast majority of public water works systems in this region, especially since it has existed as the requirement for so many years. Further, the continued progression of trading off more and more requirements in the codes for the provision of sprinkler protection has made these systems extremely operation-critical to the safety of the occupants and properties in question. In other words, should the sprinkler system fail for any reason, the fire-flow requirements drastically increase from that anticipated with a sprinkler-controlled fire scenario.

END

EXHIBIT “B”
City of Corinth Amendments to the
2015 International Building Code

The following sections, paragraphs, and sentences of the *2015 International Building Code* are hereby amended as follows:

Section 101.1 & 101.1.1; amend to read as follows:

101.1 Title. These Regulations shall be known as the Building Code of the City of Corinth, hereinafter referred to as “this code”.

101.1.1 Adoption of Appendices. The following Appendices contained in the International Building Code, 2015 Edition, are adopted and made a part of this Building Code:

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

Section 101.4.8; add the following:

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

Section 103; amend title to read as follows:

SECTION 103 Office of the Director of Planning and Development

Section 103.1; amend to read as follows:

103.1 Creation of enforcement agency. The Office of the Director of Planning and Development is hereby created and the official in charge thereof shall be known as the building official.

Section 105.2 Work exempt from permit; under sub-title entitled “Building” delete items 1, 2, 10 and 11 and re-number as follows:

Building:

- ~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).~~
- ~~2. Fences not over 7 feet (1829 mm) high.~~
- ~~3.~~ 1. (Unchanged)

- 4- 2. (Unchanged)
- 5- 3. (Unchanged)
- 6- 4. (Unchanged)
- 7- 5. (Unchanged)
- 8- 6. (Unchanged)
- 9- 7. (Unchanged)
- 10- ~~Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
- 11- 8. (Unchanged)
- 12- 9. (Unchanged)
- 13- 10. (Unchanged)

Section 109; add Section 109.7 to read as follows:

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

- 1. The inspection called for is not ready when the inspector arrives;
- 2. No building address or permit card is clearly posted;
- 3. City approved plans are not on the job site available to the inspector;
- 4. The building is locked or work otherwise not available for inspection when called;
- 5. The job site is red-tagged twice for the same item;
- 6. The original red tag has been removed from the job site.
- 7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

Section 109; add Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:

109.8 Work without a permit.

109.8.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.8.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.9 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

Section 110.3.5; Lath, gypsum board and gypsum panel product inspection. Delete exception

~~**Exception:** Gypsum board and gypsum panel products that are not part of a fire resistance rated~~

~~assembly or a shear assembly.~~

Section 202; amend definition of Ambulatory Care Facility as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

Section 202; add definition of Assisting Living Facilities to read as follows.

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

Section 202; change definition of "Atrium" as follows:

ATRIUM. An opening connecting ~~two~~ three or more stories... {Balance remains unchanged}

Section 202; add definition of "Repair Garage" as follows:

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Section 202; amend definition of SPECIAL INSPECTOR to read as follows:

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

Option B
**Section 202; amend definition to read as follows:
HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Section 303.1.3; add a sentence to read as follows:

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, Except when applying the assembly requirements of Chapter 10 and 11.

Section 307.1.1; add the following sentence to Exception 4:

4. Cleaning establishments... {Text unchanged} ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

Section 403.1, Exception 3; change to read as follows:

3. The open air portion of a building [remainder unchanged]

Section 403.3, Exception; delete item 2.

Section 403.3.2; change to read as follows:

403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

Section 404.5; delete Exception.

Section 406.3.5.1 Carport separation; add sentence to read as follows:

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

Section 506.3.2; add section to read as follows:

506.3.2.1 Open Space Limits. Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved fire lane. In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided.

Section 712.1.9, change item 4 to read as follows:

4. Is not open to a corridor in Group I and R_H occupancies.

Section 901.5 amended to add the following:

Installation acceptance testing. All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48 hour notice to the Fire Marshal or his representative.

Section 901.6.1; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

10. The piping between the Fire Department Connection (FDC) and the standpipe shall be back flushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
11. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping

system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

12. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
13. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
14. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
15. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
16. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
17. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
18. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

Section 903.1.1; change to read as follows:

903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

Section 903.2; add the following:

903.2 Where required. *Approved automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

Section 903.2; delete the exception.

Section 903.2.9; add Section 903.2.9.3 to read as follows:

903.2.9.3 Self-service storage facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 35 feet 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the IFC to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such *{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

7. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
8. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
9. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
10. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 903.3.1.2.3; add section to read as follows:

Section 903.3.1.2.3 Attics and Attached Garages. Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and or NFPA 13R requirements, and attached garages.

Section 903.3.1.3; change to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1 and townhouses shall be permitted to be installed

throughout in accordance with NFPA 13D or in accordance with state law.

Section 903.3.1.4; add to read as follows:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

4. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
5. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
6. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

Section 903.4; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 903.4.2; add second paragraph to read as follows:

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

Section 905.2; change to read as follows:

905.2 Installation standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

Section 905.3; add Section 905.3.9 and exception to read as follows:

905.3.9 Buildings exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

3. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
4. R-2 occupancies of four stories or less in height having no interior corridors.

Section 905.4, change Item 1., 3., and 5. And add Item 7. To read as follows:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a ...{No change to rest.}
4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

Section 905.9; add a second paragraph after the exceptions to read as follows:

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 907.1; add Section 907.1.4 and 907.1.4.1 to read as follows:

907.1.4 Design standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

Section 907.1.5; add to read as follows:

907.1.5 Required Installations. Any commercial building over 5,999 sq. ft. shall be installed with a fire alarm notification system to compliment the sprinkler system. The system shall be monitored by an approved supervising station. Approved systems shall include full audio/visual notification services.

Buildings 5,999 sq. ft. and lower shall be installed with an approved manual and automatic fire alarm system if the building has multiple tenant spaces or suites. The system shall be monitored by an approved supervising station. Approved systems shall include full audio/visual notification services and manual pull stations at rear emergency exits.

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3; change to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

2. {No change.}
 - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)
- {No change to remainder of exceptions.}

Section 907.2.13, Exception 3; change to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

Section 907.4.2; add Section 907.4.2.7 to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.6.1; add Section 907.6.1.1 to read as follows:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

Section 907.6.3; delete all four Exceptions.

Section 907.6.6; – add sentence at end of paragraph to read as follows:

See 907.6.3 for the required information transmitted to the supervising station.

Section 909.22; add to read as follows:

909.22 Stairway or ramp pressurization alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of

0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the Fire Department as per Section 105.7.

909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.22.1.2 Standby power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section **2702 of the Building Code.**

909.22.1.3 Acceptance and testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

Section 910.2; change Exception 2. and 3. to read as follows:

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^2S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

Section 910.2; add subsections 910.2.3 with exceptions to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

Section 910.3; add section 910.3.4 to read as follows:

910.3.4 Vent operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only system per 910.2

910.3.4.2 Nonsprinklered buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

Section 910.4.3.1; change to read as follows:

910.4.3.1 Makeup air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

Section 910.4.4; change to read as follows:

910.4.4 Activation. The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

Exception: Manual only systems per Section 910.2.

Section 912.2; add Section 912.2.3 to read as follows:

912.2.3 Hydrant distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 913.2.1; add second paragraph and exception to read as follows:

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

Section 1006.2.2.6 Add a new Section 1006.2.2.6 as follows:

1006.2.2.6 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

Section 1009.1; add the following Exception 4:

Exceptions:

{previous exceptions unchanged}

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.

Section 1010.1.9.4 Bolt Locks; amend exceptions 3 and 4 as follows:

Exceptions:

5. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. *{Remainder unchanged}*
6. Where a pair of doors serves a Group A, B, F, M or S occupancy *{Remainder unchanged}*

Section 1015.8 Window Openings. REVISE text as follows:

1. Operable windows where the top of the sill of the opening is located more than 55 feet (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

Section 1020.1 Construction; add exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

Section 1029.1.1.1 Delete this section. Spaces under grandstands and bleachers;

Section 1101.1 Scope. add exception to Section 1101.1 as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 1203.1; amend to read as follows:

1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a *dwelling unit* is 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*.

Table 1505.1; delete footnote c and replace footnote b with the following:

b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of protected roof area. When exceeding 120 sq. ft. of protected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

e. [delete]

Section 1505.7; delete the section

Section 1510.1; add a sentence to read as follows:

1510.1 General. Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

{text of exception unchanged}

Section 1704.2, Special inspections and tests is amended to read as follows:

1704.2 Special inspections and tests. Where application is made to the Building Official for construction as specified in Section 105, the owner or the owner's authorized agent, or the registered design professional in responsible charge, other than the contractor, shall employ one or more approved agencies to provide special inspections and tests during construction on the types of work listed under Section 1705 and identify the approved agencies to the Building Official. The special inspector shall not be employed by the contractor. These special inspections and tests are in addition to the inspections identified by the Building Official that are identified in Section 110.

Section 1704.2.1, Special inspector qualifications, is amended to read as follows:

1704.2.1 Special inspector qualifications. Prior to the start of construction and or upon request, the approved agencies shall provide written documentation to the registered design professional in responsible charge and the building official demonstrating the competence and relevant experience or training of the special inspectors who will perform the special inspections and tests during construction. [Remainder unchanged]

Section 1704.2.4, Report requirement, is amended to read as follows:

1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the Building Official upon request, and to the registered design professional in responsible charge. Individual inspection reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. [Remainder unchanged]

Section 1704.2.5.2, Fabricator approval, is amended to read as follows:

1704.2.5.1 Fabricator approval. Special inspections during fabrications required by Section 1704 are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved agency, or a fabricator that is enrolled in a nationally accepted inspections program. At completion of fabrication, the acceptable or approved fabricator shall submit a certificate of compliance to the owner or the owner's authorized agent or the registered design professional in responsible charge, stating that the work was performed in accordance with the approved construction documents. The certificate of compliance shall also be made available to the Building Official upon request.

Section 2901.1; add a sentence to read as follows:

2901.1 Scope. *{existing text to remain}* The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

Section 2902.1; add a second paragraph to read as follows:

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

Table 2902.1; add footnote f to read as follows:

f. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

Section 2902.1.3; add new Section 2902.1.3 to read as follows:

2902.1.3 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.3.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.3.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the City of Corinth health department.

Section 3002.1 Hoistway Enclosure Protection. Add exceptions to read as follows:

Exceptions:

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.
3. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces.

Delete text as follows: ~~Elevator machine rooms, control rooms, control spaces and machinery spaces outside of but attached to a hoistway that have openings into the hoistway shall be enclosed with fire~~

~~barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.~~

Revise text to read:

Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.

[Remainder unchanged]

3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.7.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

3005.7.2.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

3005.7.2.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.7.3 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.7.4 Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

Section 3005.8 add Section 3005.8 as follows:

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

Option B

Section 3006.2, Hoistway opening protection required. Revise text as follows:

5. The building is a high rise and the elevator hoistway is more than 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

Section 3109.1; change to read as follows:

3109.1 General. Swimming pools shall comply with the requirements of sections 3109.2 through 3109.5 and other applicable sections of this code and complying with applicable state laws.

END

EXHIBIT “C”
City of Corinth Amendments to the
2015 International Plumbing Code

Table of Contents, Chapter 7, Section 714; change to read as follows:

714 Engineered Drainage Design 69

Section 102.8; change to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 or the *National Electrical Code (NEC)* shall mean the Electrical Code as adopted.

Sections 106.6.2 and 106.6.3; change to read as follows:

106.6.2 Fee schedule. The fees for all plumbing work shall be as adopted by resolution of the governing body of the jurisdiction.

106.6.3 Fee Refunds. The code official shall establish a policy for authorizing the refunding of fees.

Section 109; delete entire section and insert the following:

SECTION 109
MEANS OF APPEAL

109.1 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

Section 305.4.1; change to read as follows:

305.4.1 Sewer depth Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section 305.7; change to read as follows:

305.7 Protection of components of plumbing system. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a manner in which they could be exposed to damage shall be recessed into the wall or otherwise protected in an *approved* manner.

Section 314.2.1; change to read as follows:

314.2.1 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal. ... {text unchanged} ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.

Section 409.2; change to read as follows:

409.2 Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. (Remainder of section unchanged)

Section 412.4; change to read as follows:

412.4 Required location for floor drains. Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.
3. Public restrooms.

Section 419.3; change to read as follows:

419.3 Surrounding material. Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

Section 502.3; change to read as follows:

502.3 Appliances in attics. Attics containing a water heater shall be provided . . . {bulk of paragraph unchanged} . . . side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions be not less than 20 inches by 30 inches(508mm by 762mm) where such dimensions are large enough to allow removal of the water heater. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... {remainder of section unchanged}

Section 502.6; add Section 502.6 to read as follows:

502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 504.6; change to read as follows:

504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Terminate not more than 6 inches above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.
13. Be constructed of those materials listed in Section 605.4 or materials tested, rated and *approved* for such use in accordance with ASME A112.4.1.

Section 504.7.1; change to read as follows:

Section 504.7.1 Pan size and drain to read as follows: The pan shall be not less than 1 1/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Section 604.4; add Section 604.4.1 to read as follows:

604.4.1 State maximum flow rate. Where the State mandated maximum flow rate is more restrictive than those of this section, the State flow rate shall take precedence.

Section 606.1; delete items #4 and #5.

Section 606.2; change to read as follows:

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

Section 608.1; change to read as follows:

608.1 General. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations. Table 608.1, and as specifically stated in Sections 608.2 through 608.16.10.

Section 608.16.5; change to read as follows:

608.16.5 Connections to lawn irrigation systems.

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Insert New Section 608.16.5.1- Installation of Landscape Irrigation Systems

608.16.5.1 – Installation of Landscape Irrigation Systems

Definitions

(1) Air gap--A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

(2) Atmospheric Vacuum Breaker--An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back siphonage.

At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-Siphonage Prevention Assembly.

(3) Automatic controller--A solid state timer capable of operating valve stations to set the days, time of day, and length of time water is applied.

(4) Backflow prevention--The mechanical prevention of reverse flow, or back siphonage, of non-potable water from an irrigation system into the potable water source.

(5) Backflow prevention assembly--Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

(6) Completion of irrigation system installation--When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

(7) Consulting--The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

(8) Cross-connection--An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

(9) Design--The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

(10) Design pressure--The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

(11) Double Check Valve--An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Backflow Prevention Assembly.

(12) Emission device--Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

(13) Employed--Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

(14) Head-to-head spacing--The spacing of spray or rotary heads equal to the manufacturers published radius of the head.

(15) Health hazard--A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

(16) Hydraulics--The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

(17) Inspector--A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

(18) Installer--A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

(19) Irrigation inspector--A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

(20) Irrigation plan--A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

(21) Irrigation services--Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

(22) Irrigation system--An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.

(23) Irrigation technician--A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

(24) Irrigation zone--A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

(25) Irrigator--A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

(26) Irrigator-in-Charge--The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

(27) Landscape irrigation--The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

(28) License--An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

(29) Mainline--A pipe within an irrigation system that delivers water from the water source to the individual zone valves.

(30) Maintenance checklist--A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

(31) Major maintenance, alteration, repair, or service--Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

(32) Master valve--A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

(33) Matched precipitation rate--The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

(34) New installation--An irrigation system installed at a location where one did not previously exist.

(35) Pass-through contract--A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

(36) Potable water-- Water that is suitable for human consumption.

(37) Pressure Vacuum Breaker--An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.

(38) Reclaimed water--Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

(39) Records of landscape irrigation activities--The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

(40) Reduced Pressure Principle Backflow Prevention Assembly--An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

(41) Static water pressure--The pressure of water when it is not moving.

(42) Supervision--The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning January 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

(43) Water conservation--The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least

amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

(44) Zone flow--A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

(45) Zone valve--An automatic valve that controls a single zone of a landscape irrigation system.

Valid License Required

Any person who connects an irrigation system to the water supply within the city or the city's extraterritorial jurisdiction, commonly referred to as the ETJ, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

Exemptions

A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in (Reference that property owners must also meet the standards of this ordinance.) Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. The city may, at any point, adopt more stringent requirements for a home or property owner who installs an irrigation system. See Texas Occupations Code §1903.002 for other exemptions to the licensing requirement.

Permit Required

Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the city is required to obtain a permit from the city. An irrigation plan must be submitted to the "Building Official" in conjunction with the permit application. Any plan approved for a permit must be in compliance with the requirements of this chapter.

Exemptions

(1) An irrigation system that is an on-site sewage disposal system, as defined by Section 366.002, Health and Safety Code; or

(2) An irrigation system used on or by an agricultural operation as defined by Section 251.002, Agriculture Code; or

(3) An irrigation system connected to a groundwater well used by the property owner for domestic use.

Backflow Prevention Methods and Devices

(a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the International Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.

(b) If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow;

(1) An air gap may be used if:

(A) There is an unobstructed physical separation; and

(B) The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.

(2) Reduced pressure principle backflow prevention assemblies may be used if:

(A) The device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and

(B) Drainage is provided for any water that may be discharged through the assembly relief valve.

(3) Pressure vacuum breakers may be used if:

(A) No back-pressure condition will occur; and

(B) The device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.

(4) Atmospheric vacuum breakers may be used if:

(A) No back-pressure will be present;

(B) There are no shutoff valves downstream from the atmospheric vacuum breaker;

(C) The device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;

(D) There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and

(E) A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.

(c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter. (If the city chooses to permit the use of double check valves :)

(d) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.

(e) If a double check valve is installed below ground:

(1) Test cocks must be plugged, except when the double check valve is being tested;

(2) Test cock plugs must be threaded, water-tight, and made of non-ferrous material;

(3) A y-type strainer is installed on the inlet side of the double check valve;

(4) There must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and

(5) There must be space on the side of the double check valve to test and repair the double check valve.

(d/f) If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.

(e/g) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.

(f/h) The irrigator shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device

Specific Conditions and Cross-Connection Control

(a) Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

(b) Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.

(c) Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

(d) If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, Texas Administrative Code, Chapter 285, then:

(1) All irrigation piping and valves must meet the separation distances from the On-Site Sewage Facilities system as required for a private water line in Title 30, Texas Administrative Code, Section 285.91(10);

(2) Any connections using a private or public potable water source that is not the city's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as defined in Title 30, Texas Administrative Code, Section 344.50; and

(3) Any water from the irrigation system that is applied to the surface of the area utilized by the On-Site Sewage Facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the On-Site Sewage Facilities system from operating effectively.

Water Conservation

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

Irrigation Plan Design: Minimum Standards

(a) An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:

(1) Diminish the operational integrity of the irrigation system;

(2) Violate any requirements of this ordinance; and

(3) Go unnoted in red on the irrigation plan.

(b) The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.

(c) All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:

(1) The irrigator's seal, signature, and date of signing;

(2) All major physical features and the boundaries of the areas to be watered;

(3) A North arrow;

(4) A legend;

(5) The zone flow measurement for each zone;

(6) Location and type of each:

(a) Automatic controller; and

(b) Sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);

(7) Location, type, and size of each:

(a) Water source, such as, but not limited to a water meter and point(s) of connection;

(b) Backflow prevention device;

(c) Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;

(d) Valve, including but not limited to, zone valves, master valves, and isolation valves;

(e) Pressure regulation component; and

(f) Main line and lateral piping.

(8) The scale used; and

(9) The design pressure.

Design and Installation: Minimum Requirements

(a) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

(b) Spacing.

(1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.

(2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 60 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. Qualifying areas less than 60 inches may be irrigated utilizing subsurface or drip irrigation, pressure compensating tubing, or be designed without irrigation. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.

(3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

(c) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.

(d) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.

(e) Irrigation Zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements. All non-turf landscape areas included in the irrigation plan shall be designed with subsurface irrigation, drip irrigation, and/or pressure compensating tubing.

(f) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.

(g) Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.

(h) Foundations. If the irrigation plan includes a foundation watering system, a separate station shall be dedicated for drip irrigation for the purpose of watering a structure's foundation.

(i) Master valve. A flow control master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

(j) Check valves. Check valves are required where elevation differences may result in low head drainage. Check valves may be located at the sprinkler head(s) or on the lateral line.

(k) Pop-up heads. Pop-up heads shall be installed at grade level and operated to extend above all landscape turf grass.

(l) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).

(m) Automatic controllers. All new irrigation systems must include an automatic controller capable of providing the following features:

- (1) Multiple irrigation programs with at least three start times per program
- (2) Limiting the irrigation frequency to once every 7 days and once every 14 days
- (3) Water budgeting feature

(n) Operational rain or moisture and freeze shut-off devices or other technology. All new automatically controlled irrigation systems must include operational sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather and moisture or rainfall. Freeze and rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include an operational sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of freezing weather and moisture or rainfall.

(o) Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.

(p) Depth coverage of piping. Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.

(1) If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.

(2) If a utility, man-made structure, or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil.

(3) All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.

(q) Wiring irrigation systems.

(1) Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.

(2) Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.

(3) Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.

(4) Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.

(r) Water contained within the piping of an irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non-potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.

(s) Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

Completion of Irrigation System Installation

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

(1) A final "walk through" with the irrigation system's owner or the owner's representative to explain the operation of the system. The "walk through" shall include a review of the currently programmed, as well as seasonal, watering schedule, maintenance checklist, location of the automatic controller and associated manufacturer's manual, water meter, isolation valve, backflow preventer, sprinkler heads, drip or pressure compensating tubing irrigation, rain or moisture and freeze shut-off device, and the irrigation plan showing the actual installed system.

(2) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system's owner or owner's representative and shall sign, date, and seal the checklist. If the irrigation system's owner or owner's representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system's owner or owner's representative's signature line. The irrigation system owner or owner's representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator and provided to the "Building Official". The items on the maintenance checklist shall include but are not limited to:

(A) Irrigator's name, license number, company name, telephone number, and the dates of the warranty period.

(B) The manufacturer's manual for the automatic controller;

(C) A seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;

(D) A list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and (E) The statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."

(3) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. The information contained on the sticker must be printed with waterproof ink.

(4) The irrigation plan indicating the actual installation of the system and the associated seasonal watering schedule must be provided to the irrigation system's owner or owner representative and to the "Building Official".

(5) In the event that the irrigation system owner or owner representative is a residential home builder and the new residential home with the associated irrigation system will be sold for the first time to a new homeowner, a copy of the irrigation plan indicating the actual installation of the system and corresponding maintenance checklist must be placed within or attached to the automatic controller. A copy of the irrigation plan and corresponding maintenance checklist must be transferred to the new owner or the new owner's representative in the event that the irrigation system or the responsibility of management of the irrigation system is sold or transferred. A signed statement from the new owner, or the new owner's representative, of the irrigation system and the residential home builder, or builder's representative, stating they have received and transferred, respectively, a copy of the irrigation plan and maintenance checklist must be provided to the "Building Official" within 30 days of the receipt of the irrigation system by the new owner.

Maintenance, Alteration, Repair, or Service of Irrigation Systems

(a) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.

(b) All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.

(c) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the or the International Plumbing Code (Section 605).

(d) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present. Reclaimed Water (not utilized by all cities; optional) Reclaimed water may be utilized in landscape irrigation systems if:

(1) There is no direct contact with edible crops, unless the crop is pasteurized before consumption;

(2) The irrigation system does not spray water across property lines that do not belong to the irrigation system's owner;

(3) The irrigation system is installed using purple components;

(4) The domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with Title 30, Texas Administrative Code, Section 290.47(i) (relating to Appendices);

(5) A minimum of an eight inch by eight inch sign, in English and Spanish, is prominently posted on/in the area that is being irrigated, that reads, "RECLAIMED WATER – DO NOT DRINK" and "AGUA DE RECUPERACIÓN – NO BEBER"; and

(6) Backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city's water provider.

Advertisement Requirements

(a) All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator's license number in the form of "LI _____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

(b) All forms of written and electronic advertisements for irrigation services must display the irrigator's license number in the form of "LI _____." Any form of advertisement, including business cards, and estimates which displays an entity's or individual's name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator's license number. Trailers that advertise irrigation services must display the irrigator's license number.

(c) The name, mailing address, and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

Contracts

(a) All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator's name, license number, business address, current business telephone numbers, the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us." All contracts must include the irrigator's seal, signature, and date.

(b) All written estimates, proposals, bids, and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator's name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: www.tceq.state.tx.us."

(c) An individual who agrees by contract to provide irrigation services as defined in Title 30, Texas Administrative Code, Section 344.30 (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in Title 30, Texas Administrative Code, Section 344.1(36) (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system's owner or through contract, the irrigator shall still be responsible for providing the irrigation system's owner or owner's representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.

(d) The contract must include the dates that the warranty is valid.

Warranties for Systems

(a) On all installations of new irrigation systems, an irrigator shall present the irrigation systems owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period. The warranty must include the irrigator's seal, signature, and date. If the warranty is part of an irrigator's contract, a separate warranty document is not required.

(b) An irrigator's written warranty on new irrigation systems must specify the irrigator's name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

(c) On all maintenance, alterations, repairs, or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

Duties and Responsibilities of City Irrigation Inspectors

A licensed irrigation inspector shall enforce the ordinance of the city, and shall be responsible for:

- (1) Verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
- (2) Inspecting the irrigation system;
- (3) Determining that the irrigation system complies with the requirements of this chapter;
- (4) Determining that the appropriate backflow prevention device was installed, tested, and test results provided to the city;
- (5) Investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
- (6) Maintaining records according to this chapter.

Items not covered by this ordinance

Any item not covered by this section and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality rule.

Section 608.17; change to read as follows:

608.17 Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. Installation shall be in accordance with Sections 608.17.1 through 608.17.8.

Section 610.1; add exception to read as follows:

610.1 General. New or repaired potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the health authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652, or as described in this section. This requirement shall apply to "on-site" or "in-plant" fabrication of a system or to a modular portion of a system.

1. The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.

2. The system or part thereof shall be filled with a water/chlorine solution containing at least 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing at least 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.
3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
4. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.

Exception: With prior approval the Code Official may wave this requirement when deemed un-necessary.

Section 703.6; Delete

Section 704.5; added to read as follows:

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

Section 705.11.2; change to read as follows:

705.11.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exceptions Deleted

Section 712.5; add Section 712.5 to read as follows:

712.5 Dual Pump System. All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

Section 714, 714.1; change to read as follows:

**SECTION 714
ENGINEERED DRAINAGE DESIGN**

714.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by a registered engineer using *approved* design methods.

Section 804.2; added to read as follows:

804.2 Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.

Section 903.1; change to read as follows:

903.1 Roof extension. Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

Section 917 Single stack vent system. Delete entire section.

Section 1002.10; delete.

Section 1101.8; change to read as follows:

1101.8 Cleanouts required. Cleanouts or manholes shall be installed in the storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.

Section 1106.1; change to read as follows:

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate

Section 1108.3; change to read as follows:

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

Section 1109; delete this section...

Section 1202.1; delete Exception 2.

END

EXHIBIT “D”
City of Corinth Amendments to the
2014 National Electrical Code (NFPA 70)

The following sections, paragraphs, and sentences of the *2014 National Electrical Code (NFPA 70)* are hereby amended as follows:

Section 230.2(A); add a seventh special condition as follows:

(7) In supplying electrical service to multifamily dwellings, two or more laterals or service drops shall be permitted to a building when both of the following conditions are met:

- a. The building has six or more individual gang meters and all meters are grouped at the same location.
- b. Each lateral or service drop originates from the same point of service.

Section 230.70 (A)(1) amend exception to read as follows:

Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location outside of a building or structure nearest the point of entrance of the service conductors.

Section 230.71(A) amend to read and add an exception as follows:

(A) General. The service disconnecting means for each service permitted by section 230.2, or for each set of service-entrance conductors permitted by section 230.40, exception nos. 1 or 3, shall consist of not more than six switches or six circuit breakers mounted in a single enclosure, in a group of separate enclosures, or in or on a switchboard. There shall be no more than six disconnects per service grouped in any one location. *{Remainder of section unchanged.}*

Exception: Multi-occupant buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.”

Section 300.1(A); add new language to read as follows:

300.1 (A) General requirements. All electrical wiring regulated by this code shall be copper except that conductors for service entrances and major feeders (250 mcm through and including 500 mcm) may be aluminum.

(a) Licenses:

(1) General. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use or maintain an electrical system or equipment who is not the holder of an unexpired, unrevoked license.

(2) License grades:

a. State Master Electrician License. Shall entitle the holder to contract for, and engage in, the business of electrical wiring of any nature.

b. State Journeyman Electrician License. Shall entitle the holder thereof to perform any type of electrical work, except that all work must be supervised by a State Master Electrician.

Exception: Homeowners performing electrical work on their private residences (rental property excluded) shall not be required to hold an electrical license. An apprentice electrician may perform work with a state license when such work is prescribed and supervised by the holder of a state master electrician's license. All work shall comply with the provisions of this division and the National Electrical Code.

END

EXHIBIT “E”
City of Corinth Amendments to the
2015 International Mechanical Code

Section 102.8; change to read as follows:

102.8 Referenced Codes and Standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 or the *National Electrical Code* (NEC) shall mean the Electrical Code as adopted.

306.3; change to read as follows:

306.3 Appliances in Attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... *{remainder of section unchanged}*

Section 306.5; change to read as follows:

306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such access shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). ... *{bulk of section to read the same}*.

Section 306.5.1; change to read as follows:

306.5.1 Sloped Roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the

roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306; add Section 306.6 to read as follows:

306.6 Water Heaters Above Ground or Floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and the water heater installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 307.2.3; amend item 2 to read as follows:

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

Section 403.2.1; add an item 5 to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an *approved* mechanical recirculating fan or similar device designed to remove odors from the air.

Section 501.3; add an exception to read as follows:

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
2. Commercial cooking recirculating systems.
3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

Section 607.5.1; change to read as follows:

607.5.1 Fire Walls. Ducts and air transfer openings permitted in fire walls in accordance with Section 705.11 of the International Building Code shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems see Section 510.1-510.9 IMC.
END

EXHIBIT “F”
City of Corinth Amendments to the
2015 International Fuel Gas Code

Section 102.2; add an exception to read as follows:

Exception: Existing dwelling units shall comply with Section 621.2.

Section 102.8; change to read as follows:

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well.

Section 306.3; change to read as follows:

[M] 306.3 Appliances in attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the *appliance*. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

5. A permanent stair.
6. A pull down stair with a minimum 300 lb (136 kg) capacity.
7. An access door from an upper floor level.
8. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.
2. Where the passageway is not less than . . . *{bulk of section to read the same}*.

Section 306.5; change to read as follows:

[M] 306.5 Equipment and appliances on roofs or elevated structures. Where *equipment* requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such access shall . . . *{bulk of section to read the same}*. . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). . . *{bulk of section to read the same}*.

Section 306.5.1; change to read as follows:

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Section 306; add Section 306.7 with exception and subsection 306.7.1 to read as follows:

306.7 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Section 401.5; add a second paragraph to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

Section 402.3; add an exception to read as follows:

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EHD).

Section 404.12; change to read as follows:

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade.

Section 406.1; change to read as follows:

406.1 General. Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section 406.4; change to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

Section 406.4.1; change to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

Section 406.4.2; change to read as follows:

406.4.2 Test duration. Test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than thirty (30) minutes. *(Delete remainder of section.)*

Section 409.1; add Section 409.1.4 to read as follows:

409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

Section 410.1; add a second paragraph and exception to read as follows:

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

Section 621.2; add exception as follows:

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

END

EXHIBIT “G”
City of Corinth Amendments to the
2015 International Residential Code

Section R102.4; change to read as follows:

R102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

Section R104.10.1 Flood Hazard areas; delete this section.

Section R105.3.1.1& R106.1.4; delete these sections.

Section R110 (R110.1 through R110.5); delete the section.

Section R202; change definition of "Townhouse" to read as follows:

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

Table R301.2 (1); fill in as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Special Wind Region ^L	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec-gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 ⁰ F	No	Local Code	150	64.9 ⁰ F

Section R302.1; add exception #6 to read as follows:

Exceptions: {previous exceptions unchanged}

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

Section R302.3; add Exception #3 to read as follows:

Exceptions:

1. {Existing text unchanged}

2. {Existing text unchanged}

3. two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

Section R302.5.1; change to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.

Section R303.3, Exception; amend to read as follows:

Exception: {existing text unchanged} Exhaust air from the space shall be exhaust out to the outdoors unless the space contains only a water closet, a lavatory, or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

Section R313 Automatic Fire Sprinkler Systems. Delete subsections in their entirety.

(Reason: In 2009, the State Legislature enacted SB 1410 prohibiting cities from enacting fire sprinkler mandates in residential dwellings. However, jurisdictions with ordinances that required sprinklers for residential dwellings prior to and enforced before January 1, 2009, may remain in place.)

Section R315.2.2 Alterations, repairs and additions. Amend to read as follows:

Exception:

2. Installation, alteration or repairs of electrical powered {remaining text unchanged}

Section R322 Flood Resistant Construction. Deleted Section.

Section R326 Swimming Pools, Spas and Hot Tubs. Amended to read as follows:

R326.1 General. The design and construction of pools and spas shall comply with the **2015 IRC Appendix Q. Swimming Pools, Spas and Hot Tubs.**

Section R401.2, amended by adding a new paragraph following the existing paragraph to read as follows.

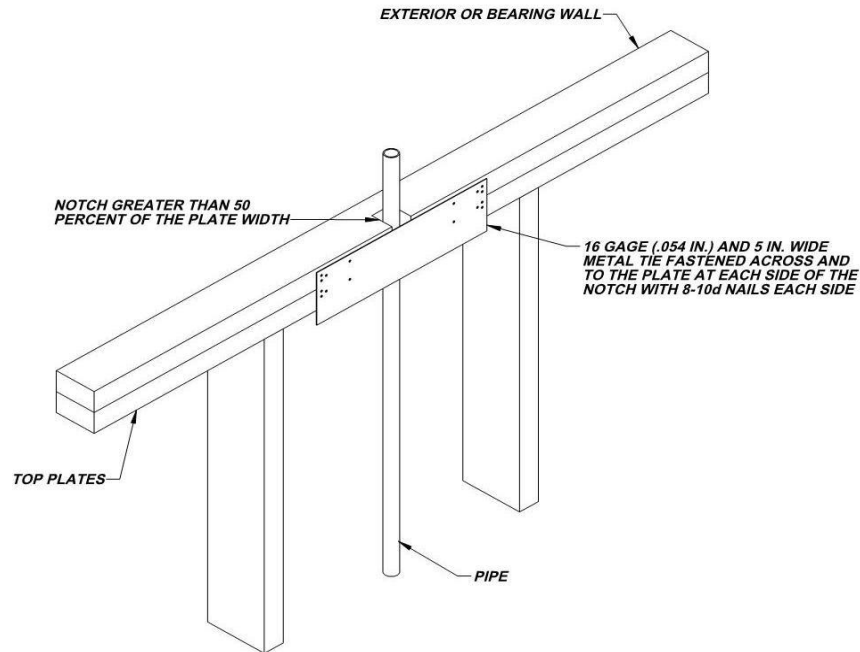
Section R401.2. Requirements. {Existing text unchanged} ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

Section R602.6.1; amend the following:

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 4-5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

Figure R602.6.1; delete the figure and insert the following figure:



Section R703.8.4.1; add a second paragraph to read as follows:

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

Section R902.1; Amend and add exception #3 to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed *{remainder unchanged}*

Exceptions:

1. *{text unchanged}*
2. *{text unchanged}*
3. *{text unchanged}*
4. *{text unchanged}*

5. Non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

Chapter 11 [RE] – Energy Efficiency is deleted in its entirety and replaced with the following:

N1101.1 Scope. This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.

N1101.2 Compliance. Compliance shall be demonstrated by meeting the requirements of the residential provisions of 2015 International Energy Conservation Code.

Section M1305.1.3; change to read as follows:

M1305.1.3 Appliances in attics. Attics containing *appliances* shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the *appliance* where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An *access* door from an upper floor level.

Exceptions:

1. The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...*{remaining text unchanged}*

Section M1411.3; change to read as follows:

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. *{remaining text unchanged}*

Section M1411.3.1, Items 3 and 4; add text to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. *{bulk of paragraph unchanged}*

1. *{text unchanged}*
2. *{text unchanged}*
3. An auxiliary drain pan... *{bulk of text unchanged}*... with Item 1 of this section. A water level detection device may be installed only with prior approval of the *building official*.
4. A water level detection device... *{bulk of text unchanged}*... overflow rim of such pan. A water level detection device may be installed only with prior approval of the *building official*.

Section M1411.3.1.1; add text to read as follows:

M1411.3.1.1 Water-level monitoring devices. On down-flow units ...*{bulk of text unchanged}*... installed in the drain line. A water level detection device may be installed only with prior approval of the *building official*.

M1503.4 Makeup Air Required Amend and add exception as follows:

M1503.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

Section M2005.2; change to read as follows:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required

Section G2408.3 (305.5); delete.

Section G2415.2.1 (404.2.1); add a second paragraph to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

Section G2415.2.2 (404.2.2); add an exception to read as follows:

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

Section G2415.12 (404.12); change to read as follows:

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

Section G2417.1 (406.1); change to read as follows:

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

Section G2417.4; change to read as follows:

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

Section G2417.4.1; change to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

Section G2417.4.2; change to read as follows:

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

Section G2420.5.1 (409.5.1); add text to read as follows:

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve ...*{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

Section G2421.1 (410.1); add text and Exception to read as follows:

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be ... *{bulk of paragraph unchanged}*... *approved* for outdoor installation. Access to *regulators* shall comply with the requirements for access to *appliances* as specified in Section M1305.

Exception: A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

Section G2422.1.2.3 (411.1.3.3); delete Exception 1 and Exception 4.

Section G2445.2 (621.2); add Exception to read as follows:

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the Fuel Gas Code.

Section G2448.1.1 (624.1.1); change to read as follows:

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

Section P2801.6.1; change to read as follows:

Section P2801.6.1 Pan Size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

Section P2804.6.1; change to read as follows:

Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an indirect waste receptor or to the outdoors.

[remainder unchanged]

Section P2801.7; add Exception to read as follows:

Exceptions:

1. Electric Water Heater.

Section P2902.5.3; change to read as follows:

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

Section P3009.9; change to read as follows:

P3003.9. Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

Section P3111; delete.

Section P3112.2; delete and replace with the following:

P3112.2_Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

Section E3601.6.2; change to read as follows:

Section E3601.6.2 Service Disconnect Location. The service disconnecting means shall be installed at a readily accessible location outside the building nearest the point of entrance of the service conductors. {Remainder of section unchanged}

Chapter 44 – Referenced Standards; add:

ASTM – F 537 -01 – Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Wood or Related Materials

ASTM – F 537 -14 – Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Chain Link or Related Materials

Appendix Q Reserved. Amended to read as follows:

Appendix Q. Swimming Pools, Spas and Hot Tubs.

SECTION AQ101 GENERAL

AQ101.1 General.

The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

AQ101.2 Pools in flood hazard areas.

Pools that are located in flood hazard areas established by Table R301.2(1), including above-ground pools, on-ground pools and in-ground pools that involve placement of fill, shall comply with Section AQ101.2.1 or AQ101.2.2.

Exception: Pools located in riverine flood hazard areas which are outside of designated floodways.

AQ101.2.1 Pools located in designated floodways.

Where pools are located in designated floodways, documentation shall be submitted to the building official which demonstrates that the construction of the pool will not increase the design flood elevation at any point within the jurisdiction.

AQ101.2.2 Pools located where floodways have not been designated.

Where pools are located where design flood elevations are specified but floodways have not been designated, the applicant shall provide a floodway analysis that demonstrates that the proposed pool will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction.

SECTION AQ102 DEFINITIONS

AQ102.1 General.

For the purposes of these requirements, the terms used shall be defined as follows and as set forth in [Chapter 2](#).

ABOVE-GROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one- or two-family dwelling, or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

SECTION AG103 SWIMMING POOLS

AQ103.1 In-ground pools.

In-ground pools shall be designed and constructed in compliance with ANSI/NSPI-5.

AQ103.2 Above-ground and on-ground pools.

Above-ground and on-ground pools shall be designed and constructed in compliance with ANSI/NSPI-4.

AQ103.3 Pools in flood hazard areas.

In flood hazard areas established by Table R301.2(1), pools in coastal high-hazard areas shall be designed and constructed in compliance with ASCE 24.

SECTION AQ104 SPAS AND HOT TUBS

AQ104.1 Permanently installed spas and hot tubs.

Permanently installed spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-3.

AQ104.2 Portable spas and hot tubs.

Portable spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-6.

SECTION AQ105 BARRIER REQUIREMENTS

AQ105.1 Application.

The provisions of this appendix shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs.

AQ105.2 Outdoor swimming pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219mm) above grade measured on the side of the barrier, which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51mm) measured on the side of the barrier, which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102mm).
2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102mm) sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.

6. Maximum mesh size for chain link fences shall be a 2.25-inch (57 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1.75 inches (44 mm).

7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches (44 mm).

8. Access gates shall comply with the requirements of Section AQ105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:

8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and

8.2. The gate and barrier shall have not opening greater than 0.5 inch (13 mm) within 18 inches (457 mm) of the release mechanism.

9. Where a wall of a dwelling serves a part of the barrier one of the following conditions shall be met:

9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or

9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch (es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AQ105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102 mm) sphere.

AQ105.3 Indoor swimming pool. Walls surrounding an indoor swimming pool shall comply with Section AQ105.2, Item 9.

AQ105.4 Prohibited locations. Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb them.

AQ105.5 Barrier exceptions. Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AQ107, shall be exempt from the provisions of this appendix

SECTION AQ106 ENTRAPMENT PROTECTION FOR SWIMMING POOL AND SPA SUCTION OUTLETS

AQ106.1 General.

Suction outlets shall be designed and installed in accordance with ANSI/APSP-7.

SECTION AQ107 ABBREVIATIONS

AQ107.1 General.

ANSI—American National Standards Institute
11 West 42nd Street

New York, NY 10036

APSP—Association of Pool and Spa Professionals
NSPI—National Spa and Pool Institute
2111 Eisenhower Avenue
Alexandria, VA 22314

ASCE—American Society of Civil Engineers
1801 Alexander Bell Drive
Reston, VA 98411-0700

ASTM—ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428

UL—Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062-2096

SECTION AQ108 REFERENCED STANDARDS

AQ108.1 General.

ANSI/NSP

ANSI/NSPI- 3—99	Standard for Permanently Installed Residential Spas	AQ104.1
ANSI/NSPI- 4—99	Standard for Above-ground/ On-ground Residential Swimming Pools	AQ103.2
ANSI/NSPI- 5—03	Standard for Residential In-ground Swimming Pools	AQ103.1
ANSI/NSPI- 6—99	Standard for Residential Portable Spas	AQ104.2

ANSI/APSP

ANSI/APSP- 7—06	Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins	AQ106.1
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ASCE

ASCE/SEI-24— 05	Flood-resistant Design and Construction	AQ103.3
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ASTM

ASTM – F 537 -01 – Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Wood or Related Materials

ASTM – F 537 -14 – Standard Specification for Design, Fabrication, and Installation of Fences Constructed of Chain Link or Related Materials

ASTM F 1346—91 (2003) Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools Spas and Hot Tubs

AQ105.2, AQ105.5

UL

UL 2017—2000 Standard for General-purpose Signaling Devices and Systems—with revisions through June 2004

AQ105.2

END

EXHIBIT “H”
City of Corinth Amendments to the
2015 International Property Maintenance Code

Section 101.1; amend to read as follows:

101.1 Title. These Regulations shall be known as the International Property Maintenance Code of the City of Corinth, hereinafter referred to as “this code”.

Section 103; amend title to read as follows:

SECTION 103
CODE ENFORCEMENT DIVISION

Section 103.1; amend to read as follows:

103.1 Creation of enforcement agency. The Code Enforcement Division is hereby created and the official in charge thereof shall be known as the code official.

Section 103.5; amend to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the schedule set forth in Corinth Code of Ordinances.

Section 106.2; amend to read as follows:

106.2 Notice of Violation. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, the code official is authorized to serve a notice of violation or order on the person. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Exception: Citations for violations of this code may be issued without requiring the issuance of a notice.

Section 106.3; amend to read as follows:

106.3 Prosecution of violation. If a notice of violation is issued and is not complied with in the time prescribed by such notice, the code official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceedings at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant hereto.

Section 107; Delete entire section

Section 108; Delete entire section

Section 111.1; amend to read as follows:

111.1 Application of appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the City Council, provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Section 111.2 – 111.3; Delete.

Section 111.4; amend to read as follows:

111.4 Open hearing. All hearings before the City Council shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

Section 111.4.1; Delete entire section

Section 111.5; Delete entire section

Section 111.6; amend to read as follows:

111.6 City Council decision. The City Council may modify or reverse the decision of the code official by majority vote. The code official shall take immediate action in accordance with the decision of the City Council.

Section 111.6.1; Delete entire section

Section 111.6.2; Delete entire section

Section 111.7; amend to read as follows:

111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the city secretary of the City of Corinth.

Section 112.4; amend to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of up to \$2,000 dollars per offense, per day.

Section 302.4; delete.

Section 303; delete entire section.

Section 304.14; amend to read as follows:

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any area where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 308; delete entire section.

Section 602.2; amend to read as follows:

602.2 Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet room.

Section 602.3; amend to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions: Deleted

Section 602.4; amend to read as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Section 602.5; amend to read as follows:

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

EXHIBIT “I”
City of Corinth Amendments to the
2015 International Existing Building Code

Section 102.4; change to read as follows:

[A] 102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

Section 202; amend definition of Existing Building as follows:

Existing Building - A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy.

Section 405.1.2, 405.1.3, 405.1.4; change to read as follows:

405.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

Section 405.1.3; delete entire section:

Section 406.2; change to read as follows:

406.2 Replacement window opening control devices. In Group R-2 or R-3 buildings containing dwelling units, window opening control devices complying with ASTM F 2090 shall be installed where an existing window is replaced and where all of the following apply to the replacement window . . .

The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the minimum net clear opening area of the window unit to less than the area required by Section 1030.2 of the International Building Code.

Remainder unchanged

Section 406.3; change to read as follows:

406.3 Replacement window emergency escape and rescue openings. Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.5 of the International Building Code provided the replacement window meets the following conditions:

Remainder unchanged

Section 409.1 add an exception to read as follows:

Exception: Moved historic buildings need not be brought into compliance with the exception of new construction features required as the result of such movement, including but not limited to foundations and/or other structural elements.

Section 410.1 adds an exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 410.4.2; Add Number 7 to the list of requirements as follows:

7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.

Section 601.3; to closely follow the amendments for the IBC:

Section 602.3; add code reference to read as follows:

602.3 Glazing in hazardous locations. Replacement glazing in hazardous locations shall comply with the safety glazing requirements of the *International Building Code*, *International Energy Conservation Code*, or *International Residential Code* as applicable.

Section 606.2.4; to closely follow the amendments for the IBC:

Section 607.1; add a code reference to read as follows:

607.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

Section 702.6; add a code reference to read as follows:

702.6 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 802.1; add a code reference to read as follows:

802.1 General. Alteration of buildings classified as special use and occupancy as described in Chapter 4 of the *International Building Code* shall comply with the requirements of Section 801.1 and the scoping provisions of Chapter 1 where applicable.

Section 803.5.1; Exception; change to read as follows:

803.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including *mezzanines*, *equipment platforms*, *aisles*, *stairs*, *ramps* and landings that are not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

Section 804.1; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 804.2.2, Number 2; change Exception to read as follows:

Exception: Where the building does not have sufficient municipal water supply for design of a fire sprinkler system available to the floor without installation of a new fire pump, fire sprinkler protection shall not be required

Section 804.2.5; change Exception to read as follows:

Exception: Supervision is not required where the Fire Code does not require such for new construction.

Section 804.3; change section to read as follows:

804.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.
{Delete rest of Section 804.3.}

Section **805.2; Remove Exception #1**

Section 805.3.1.1; delete #4

Section 805.3.1.2; add change to read as follows:

805.3.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required an existing fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

Section 805.3.1.2.1; add change to read as follows:

805.3.1.2.1 Fire Escape access and details - ...

2. Access to a fire escape shall be through a door...
3. **Strike whole section**
...

5. In all building of Group E occupancy up to and including the 12th grade, building of Group I occupancy, boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

Section 805.3.1.2.2; delete entire section.

Section 805.3.1.2.3; delete entire section.

Section 805.5.2 Transoms Add note to read as follows:

B and E occupancies are not included in the list and consideration should be given to adding them depending on existing buildings stock.

Section 806.2; add an exception to read as follows:

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

Section 904.1; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

Section 904.1; add sentence to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas ~~of where the~~ high-rise building.

Delete Section 1103.5 Flood Hazard areas.

Delete Section 1201.4 Flood hazard areas.

Delete Section 1302.7 Flood hazard areas.

Section 1401.2; change to read as follows:

1401.2 Applicability. Structures existing prior to the date of an approved final inspection issued under a code edition which is at least two published code editions preceding the currently adopted building code; or a change of occupancy, {rest of section un-changed}.

Section 1401.3.2; change to read as follows:

1401.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the *International Fire Code*

Chapter 16 – Referenced Standards; change to read as follows:

IECC Edition as adopted by the State of Texas
301.2, 702.6, 708.1, 811.1, 908.1

International Energy Conservation Code®. .

City Council Special Session

Meeting Date: 08/24/2017
Title: Updates to the Wireless Services Small Cells Design Manual
Submitted By: Mike Brownlee, City Engineer
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on revisions to the Wireless Services (Small Cells) Design Manual.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 284 of the Texas Codes, Deployment of Network Nodes in Public Right of Way, was recently enacted into law and goes into effect September 1, 2017 leaving cities vulnerable to the impact of this new infrastructure. Council adopted the Wireless Services Small Cells Design Manual at the June 1, 2017 meeting to supplement the Right of Way Ordinance. The design manual provides technical criteria and details necessary for Providers seeking to install and construct network nodes and node support poles in the City's Right-of-Way.

The revisions to the manual are proposed to bring the recently passed Right of Way Ordinance into compliance with the final version of the Chapter 284, including adding Design Districts within the city that would require that new network nodes meet the minimum standards within the district. For instance, network nodes within the Lake Sharon Roadway Design District would need to match the decorative poles the city has already constructed in the corridor. City Center, Mixed Use and Transit Oriented districts areas within the city are also proposed to be included as Design Districts since they will have specific standards which are distinct from other areas within the city. Planned Development, both past and future, are also proposed as Design Districts to uphold the standards within that particular district. The revised manual is attached.

RECOMMENDATION

Staff recommends approval on revisions to the Wireless Services (Small Cells) Design Manual.

Attachments

Revised Design Manual

City of Corinth, Texas
Wireless Services (Small Cells) Design Manual

I. Purpose

1.1. Purpose.

- A. The City of Corinth encourages the deployment of state-of-the-art small cell wireless technology within the City for the many benefits it promises the citizens of Corinth including increased connectivity and reliable networks and services.
- B. The standards and procedures provided in this *Wireless Services Design Manual* are adopted to protect the health, safety, and welfare of the public by minimizing and reducing impacts to public safety within the City's Right-of-Way and to minimize and reduce impacts to the City, its residents and visitors; and for the general health and welfare of the public.
- C. Due to the increasing number of facilities in the City's Right-of-Way, the City has amended Chapter 95 Streets, Sidewalks and Other Public Places to include Article VII, "Right-of-Way Management", which is applicable to all public service providers including Wireless Service Providers or Network Providers (collectively, "Providers") as defined by Chapter 284 of the Texas Local Government Code.
- D. In addition, the City has adopted this *Wireless Services Design Manual* to provide technical criteria and details necessary for Providers seeking to install and construct network nodes and node support poles in the City's Right-of-Way.
- E. Providers shall adhere to the requirements found in Article VII, "Right-of-Way Management" of Chapter 95 Streets and Sidewalks, the Public Right-of-Way Permitting and Construction Manual and this *Wireless Services Design Manual* for the placement of their facilities within the City's Right-of-Way.
- F. To the extent of any conflict with the Public Right-of-Way Permitting and Construction Manual, this *Wireless Services Design Manual* shall control with regard to a Provider.

II. Definitions

For purposes of this *Wireless Services Design Manual* the following terms shall have the same meanings herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

- A. "Abandon" and its derivatives means the network nodes and node support poles, or portion thereof, that have been left by Provider in an unused or non-functioning condition

for more than 120 consecutive days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the network nodes and node support poles, or portion thereof, has the ability to provide communications.

- B. “City” means the City of Corinth, Texas and the City’s officers and employees.
- C. “Network node” means Provider’s equipment as defined by Chapter 284 of the Texas Local Government Code.
- D. “Node support pole” means a pole as defined by Chapter 284 of the Texas Local Government Code.
- E. “Park” means the various properties under the direction, control and supervision of the City’s Director of Parks and Recreation Department pursuant to the authority granted by City Council and the City Code of Ordinances.
- F. “Permit” means a document issued by the City authorizing installation, removal, modification and other work for Provider’s network nodes or node support poles in accordance with the approved plans and specifications.
- G. “Right-of-Way” means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include a private easement or the airwaves above a public right-of-way with regard to wireless telecommunications.
- H. “Traffic Signal” means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.
- I. “Underground Utility District” means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground.

III. Permitting

3.1 Attachment to Existing Poles.

Prior to installation or modification of a network node or node support pole, Provider shall complete and submit to the City a Right-of-Way Permit application, along with standard required documents and the following items:

- A. Permit fee.
- B. Aerial Map showing the location of the existing pole to which the network node is proposed to be attached, and a street view image.

- C. Plans and drawings prepared by a professional engineer licensed in the State of Texas that has evaluated the existing pole or infrastructure for structural stability to carry proposed network nodes and can bear the wind load without pole modification or whether the installation will require pole re-enforcement. If pole re-enforcement is necessary, Provider shall provide engineering design and specification drawings for the proposed alteration to the existing pole. Any pole re-enforcement or replacement shall be at Provider's sole cost. All re-enforcement or replacement poles shall match the character of the pre-existing pole in order to blend into the surrounding environment and be visually unobtrusive. City reserves the right to deny a certain type of pole due to its differences.
- D. Scaled dimensioned drawings or pictures of the proposed attachments of the network node to the existing poles or structures as well as any other proposed equipment associated with the proposal, indicating the spacing from existing curb, driveways, sidewalk, and other existing light poles and any other poles or appurtenances. This shall include a before-and-after image of the pole and all proposed attachments and associated standalone equipment.
- E. Scaled dimensioned construction plans indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, and its spacing from existing utilities. The drawings shall also show a sectional profile of the Right-of-Way and identify all existing utilities and existing utility conflicts.
- F. If a City pole is proposed, the City pole ID number shall be provided.
- G. The applicant needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other communications components. It shall be the responsibility of the Provider to evaluate, prior to making the application for the permit, the compatibility between the existing City infrastructure and the Provider's proposed infrastructure. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.
- H. A traffic control plan, SWPPP, and trench safety plan may also be required based on the proposed scope of work.
- I. The City issued Right-of-Way permit authorizes use of its Right-of-Way. Providers/applicants are responsible for obtaining permission on non-city-owned infrastructure. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State.
- J. Notification to adjacent residential developments/neighborhoods within 300 feet is required on all node attachments on City infrastructure.

- K. An industry standard load analysis must be completed and submitted to the City indicating that the pole to which the network node is to be attached will safely support the load.

The proposal shall comply with the following standards:

- A. Any facilities located off pole must remain in cabinetry or enclosed structure underground, except for the electric meter pedestal. Facilities on pole shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. There shall be no external cables or electric wire/cables on pole or structures or aerial wires or cables extending from the pole or structure.
- B. The electrical meter **shall not** be mounted on a City's metal pole or structure. Provider shall use 240 voltage when connecting to any City infrastructure and provide key to meter upon inspection.
- C. All attachments to a pole that are projecting, or any equipment or appurtenance mounted on the ground, shall comply with TAS, ADA and shall not obstruct an existing or planned sidewalk or walkway.
- D. All proposed projecting attachments to the pole shall provide a minimum vertical clearance of eight (8) feet. If any attachments are projecting towards the street side, it shall provide a minimum vertical clearance of 16 feet.
- E. The color of the network nodes shall match the existing pole color such that the network nodes blend with the color of the pole to the extent possible. City reserves the right to deny a certain style of node due to its difference in color to pole.
- F. There shall be no other pole, with small cell attachments permitted/under application review, within 300 feet of the subject pole.
- G. Installations on all service poles as defined by Chapter 284 shall be in accordance with an agreement with the City as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

3.2 **Installation of New Poles.**

Prior to installation or modification of a node support pole, Provider shall complete and submit to the City a Commercial Building Permit application for the new pole, as well as a Right-of-Way Permit application. Along with standard required documents, the following items will also be required for the ROW Permit application:

- A. Permit fee.

- B. Map showing intended location of the node support pole. Aerial Map showing the location of the proposed new pole, and a street view image.
- C. The applicant will need to provide analysis showing that the proposed new node Support pole is spaced at least three hundred (300) linear feet from another existing pole that is capable of supporting network nodes along the proposed location, unless otherwise approved by the City in writing.
- D. Scaled dimensioned drawings or pictures of the proposed node support pole as well as any other proposed equipment associated with the proposal, indicating the spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances. This shall include a before-and-after street view image. The after-image needs to include the proposed pole and all proposed attachments and associated standalone equipment.
- E. Scaled dimensioned construction plans indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, its spacing from existing lines. The drawings shall also show a sectional profile of the Right-of-Way and identify all existing utilities and existing utility conflicts.
- F. A traffic control plan, SWPPP, and trench safety plan may also be required based on the proposed scope of work.
- G. The applicant needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other communications components. It shall be the responsibility of Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed infrastructure. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.
- H. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State.
- I. Notification to adjacent residential developments/neighborhoods within 300 feet is required on all node support poles owned by provider.
- J. An industry standard load analysis must be completed and submitted to the City indicating that the pole will safely support the load.

The proposal shall comply with the following standards:

- A. Any facilities located off pole must remain in cabinetry or enclosed structure underground. Facilities on pole shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. There shall be no external cables or electric wire/cables on pole or structures or aerial wires or cables extending from the pole or structure. Shrouded poles, as shown in the image, are encouraged.
- B. The electrical meter shall not be mounted on City's poles or structures. Provider shall coordinate voltage and provide electrical wiring diagrams along with the Building Permit or Electrical Permit when connecting to any City infrastructure and provide key to meter upon inspection.
- C. The pole and all attachments to the pole that are projecting, or any equipment or appurtenance mounted on the ground shall comply with TAS, ADA and shall not obstruct an existing or planned sidewalk or walkway.
- D. Wooden poles are prohibited. All new poles are required to be break-away and black powder-coated. All attachments for the network nodes shall also match the color of the network support pole. All network support poles shall match the existing poles in the surrounding block or district in which the network support pole is located in order to blend into the surrounding environment and be visually unobtrusive. City reserves the right to deny a certain type of pole due to its differences.
- E. Upon approval of the permit, the Provider shall call for locates. If City of Corinth Water Utility locates are needed, Provider is required to contact Corinth Water Utilities at 940-498-3249.



3.3. Electrical Permit.

- A. Provider shall be responsible for obtaining any required electrical power service to the network nodes and node support poles or structures. Provider's electrical supply shall be separately metered from the City and must match City infrastructure voltage.
- B. Provider shall provide City with the electrical permit and provide sealed engineered drawings for conduit size, circuit size, calculations for Amp, distances running, etc.

IV. Network Node and Node Support Pole Requirements

4.1. Installation.

Provider shall, at its own cost and expense, install the network nodes and node support poles in a good and workmanlike manner and in accordance with the requirements promulgated by the *Wireless Services Design Manual*, “Right-of-Way Management” Ordinance, the Public Right-of-Way Permitting and Construction Manual and all other applicable laws, ordinances, codes, rules and regulations of the City, the state, and the United States (“Laws”), as such may be amended from time to time. Provider’s work shall be subject to the regulation, control and direction of the City. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the network nodes and node support poles shall be in compliance with all applicable Laws. A network provider shall begin installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion.

4.2 **Inspections.**

The City may perform visual inspections of any network nodes and node support poles located in the Right-of-Way as the City deems appropriate without notice. If the inspection requires physical contact with the network nodes or node support poles, the City shall provide written notice to the Provider within five business days of the planned inspection. Provider may have a representative present during such inspection.

In the event of an emergency situation, the City may, but is not required to, notify Provider of an inspection. The City may take action necessary to remediate the emergency situation and the City shall notify Provider as soon as practically possible after remediation is complete.

4.3. **Placement.**

- A. *Parks.* Placement of network nodes and node support poles in any Parks, Park roads, sidewalk, or property is prohibited without the City’s discretionary, nondiscriminatory, and written consent, and the placement complies with applicable Laws, private deed restrictions, and other public or private restrictions on the use of the Park.
- B. *City Infrastructure.* Provider shall neither allow nor install network nodes or node support poles on any City property that falls outside the definition of Public Right-of-Way in Chapter 284 of the Texas Local Government Code.
- C. *Residential Streets.* Provider shall neither allow nor install network nodes or node support poles in Right-of-Way that is adjacent to a street or thoroughfare that is not more than 50 feet wide and adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
- D. *Historic District and Design District.* Provider shall neither allow nor install network nodes or node support poles in Right-of-Way that is within a Historic District and Design District as defined by Chapter 284 of the Texas Local

Government Code, unless approved by the City in writing. The City may designate an area as a Historic District or a Design District under Chapter 284.105 at any time. Currently designated *Design District* areas include areas attached as Exhibit “A” to this Design Criteria Manual and all areas zoned as Planned Developments with applicable design standards. The failure to designate an area in this Design Criteria Manual shall not mean that such an area is not within a defined district, if so designated by the City.

E. *Decorative Poles.* Provider shall neither allow nor install network nodes on a Decorative Pole as defined by Chapter 284 of the Texas Local Government Code, unless approved by the City in writing. This standard shall be applicable to all the decorative poles in the Design District currently, as well as any others citywide in the future. The City may only entertain proposals, if they are stealth. See examples below.

F. *Poles.* Wireless Facilities on a node support poles shall be installed at least eight (8) feet above the ground level. If any attachments are projecting towards the street side, it shall provide a minimum vertical clearance of 16 feet.

G. *Right-of-Way.* Node support poles and ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of- Way line. Node support poles and ground equipment or network nodes shall not impede pedestrian or vehicular traffic in the Right-of-Way. If a node support pole and ground equipment or network node is installed in a location that is not in accordance with the plans approved by the City and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Provider shall remove the node support poles, ground equipment or network nodes.



4.4 **Fiber Connection.**

Provider shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its node support poles or network nodes.

4.5 **Generators.**

Provider shall not allow or install generators or back-up generators in the Right-of-Way.

4.6 **Equipment Dimensions.**

Provider's node support poles and network nodes shall comply with the dimensions set forth in Chapter 284 of the Texas Local Government Code.

4.7 **Tree Maintenance.**

Provider, its contractors, and agents shall obtain written permission from the City before trimming trees hanging over its node support poles and network nodes to prevent branches of such trees from contacting node support poles and network nodes. When directed by the City, Provider shall trim under the supervision and direction of the Public Works Director. The City shall not be liable for any damages, injuries, or claims arising from Provider's actions under this section.

4.8 **Signage.**

- A. Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the node support poles and network nodes that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law or the City.
- B. Except as required by Laws or by the utility pole owner, Provider shall not post any other signage or advertising on the node support poles and network nodes, or utility pole.

4.9 **Overhead Lines Prohibited.**

In Underground Utility Districts, Provider shall neither allow nor install overhead lines connecting to node support poles. All overhead lines connecting to the node support pole where other overhead telecommunications or utility lines are or planned to be buried below ground as part of a project shall be buried below ground.

4.10 **Repair.**

Whenever the installation, placement, attachment, repair, modification, removal, operation, use, or relocation of the node support poles or network nodes, or any portion thereof is required and such installation, placement, attachment, repair, modification, removal, operation, use, or relocation causes any property of the City to be damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation of any Laws, Provider, at its sole cost and expense, shall promptly repair and return such property to its original condition. If Provider does not repair such property or perform such work as described in this paragraph, then the City shall have the option, upon 15 days' prior written notice to Provider or immediately if there is an imminent danger to the public, to perform or cause to be performed such reasonable and necessary work on behalf of Provider and to charge Provider for the reasonable and actual costs incurred by the City. Provider shall

reimburse the City for the costs.

4.11 **Graffiti Abatement.**

As soon as practical, but not later than fourteen (14) days from the date Provider receives notice thereof, Provider shall remove all graffiti on any of its node support poles and network nodes located in the Right of Way.

4.12 **Inventory**

Provider shall maintain a list of its network nodes and node support poles and provide City an Inventory of locations within ten (10) days of installation. The Inventory of network nodes and node support poles shall include GIS coordinates, date of installation, City pole ID number (if applicable), type of pole used for installation, pole owner, and description/type of installation for each network node and node support pole installation.

Upon City's written request, Provider shall provide a cumulative Inventory within thirty (30) Days of City's request. Concerning network nodes and node support poles that become inactive, the Inventory shall include the same information as active installations in addition to the date the network node and/or node support pole was deactivated and the date the network node and/or node support pole was removed from the Right-of-Way. City may compare the Inventory to its records to identify any discrepancies.

4.13 **Reservation of Rights.**

- A. The City reserves the right to install, and permit others to install, utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Provider for any damage caused by those persons or entities.
- B. The City reserves the right to locate, operate, maintain, and remove City traffic signal poles in the manner that best enables the operation of its traffic signal system and protect public safety.
- C. The City reserves the right to locate, operate, maintain, and remove any City pole or structure located within the right-of-way in the manner that best enables the City's operations.

4.14 **Coordination of Traffic Signal Maintenance Activities and Emergency Response**

Provider will provide City a key to each meter box at the time of inspection and have the ability to temporarily cut-off electricity to its facilities for the safety of maintenance personnel. In the event of failure of components of the traffic signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, City will respond to restore traffic signal operations as a matter of public safety. Should the events that result in damage or failure of the traffic signal system also affect Provider's network nodes, Provider shall have the sole responsibility to repair or

replace its network nodes and shall coordinate its own emergency efforts with the City.

V. Interference with Operations

5.1 No Liability

- A. The City shall not be liable to Provider for any damage caused by other Providers with Wireless Facilities sharing the same pole or for failure of Provider's network nodes for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks.
- B. The City shall not be liable to Provider by reason of inconvenience, annoyance or injury to the network nodes or node support poles or activities conducted by Provider therefrom, arising from the necessity of repairing any portion of the Right-of-Way, or from the making of any necessary alteration or improvements, in, or to, any portion of the Right-of-Way, or in, or to, City's fixtures, appurtenances or equipment. The City will use reasonable efforts not to cause material interference to Provider's operation of its network nodes or node support poles.

5.2 Signal Interference with City's Communications Infrastructure Prohibited.

- A. No interference. In the event that Provider's network nodes interferes with the City's traffic signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Provider shall promptly cease operation of the network nodes causing said interference upon receiving notice from the City and refrain from operating. Provider shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.
- B. Protocol for Responding to Event of Interference. The protocol for responding to events of interference will require Provider to provide the City an Interference Remediation Report that includes the following items:
 - 1. Remediation Plan. Devise a remediation plan to stop the event of inference;
 - 2. Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and
 - 3. Additional Information. Include any additional information relevant to the execution of the remediation plan.

In the event that interference with City facilities cannot be eliminated, Provider shall shut down the network nodes and remove or relocate the network node that is

the source of the interference as soon as possible to a suitable alternative location made available by City.

- C. Following installation or modification of a network node, the City may require Provider to test the network node's radio frequency and other functions to confirm it does not interfere with the City's Operations.

VI. Abandonment, Relocation and Removal

6.1 Abandonment of Obsolete Network Nodes and Node Support Poles

Provider shall remove network nodes and node support poles when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the network nodes and node support poles being abandoned or within 90 days of receipt of written notice from the City. When Provider removes or abandons permanent structures in the Right-of-Way, the Provider shall notify the City in writing of such removal or abandonment and shall file with the City the location and description of each network node or node support pole removed or abandoned. The City may require the Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

6.2 Relocation and Removal at Provider's Expense

- A. Provider shall remove and relocate its network nodes and node support poles at its own expense to an alternative location not later than one hundred twenty (120) days after receiving written notice that removal, relocation, and/or alteration of the network nodes and/or node support poles is necessary due to:
 - 1. Construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project or other public improvement project; or
 - 2. Maintenance, upgrade, expansion, replacement, removal or relocation of the City's pole or structure upon which Provider's network nodes are attached; or
 - 3. The network node or node support pole, or portion thereof, is adversely affecting proper operation of traffic signals, streetlights or other City property;
 - 4. Closure of a street or sale of City property; or
 - 5. Projects and programs undertaken to protect or preserve the public health or safety; or

6. Activities undertaken to eliminate a public nuisance; or
 7. Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its network nodes or node support poles; or
 8. Duty otherwise arising from applicable law.
- B. Provider's duty to remove and relocate its network nodes and node support poles at its expense is not contingent on the availability of an alternative location acceptable for relocation. City will make reasonable efforts to provide an alternative location within the Right-of-Way for relocation, but regardless of the availability of an alternative site acceptable to Provider, Provider shall comply with the notice to remove its network nodes and node support poles as instructed.
 - C. The City may remove the network node and/or node support pole if provider does not remove such within one hundred twenty (120) days. In such case, Provider shall reimburse City for the City's actual cost of removal of its network nodes and node support poles within 30 days of receiving the invoice from the City.

6.3 **Removal or Relocation by Provider**

- A. If the Provider removes or relocates at its own discretion, it shall notify the City in writing not less than 10 business days prior to removal or relocation. Provider shall obtain all Permits required for relocation or removal of its network nodes and node support poles prior to relocation or removal.
- B. The City shall not issue any refunds for any amounts paid by Provider for network nodes and node support poles that have been removed.

6.4 **Restoration**

Provider shall repair any damage to the Right-of-Way, and the property of any third party resulting from Provider's removal or relocation activities (or any other of Provider's activities hereunder) within 10 days following the date of such removal or relocation, at Provider's sole cost and expense, including restoration of the Right-of- Way and such property to substantially the same condition as it was immediately before the date Provider was granted a Permit for the applicable location, including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City.

6.5 **Provider Responsible**

Provider shall be responsible and liable for the acts and omissions of Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates,

subsidiaries, sub lessees, and subcontractors in connection with the performance of activities within the City's right-of-way, as if such acts or omissions were Provider's acts or omissions.

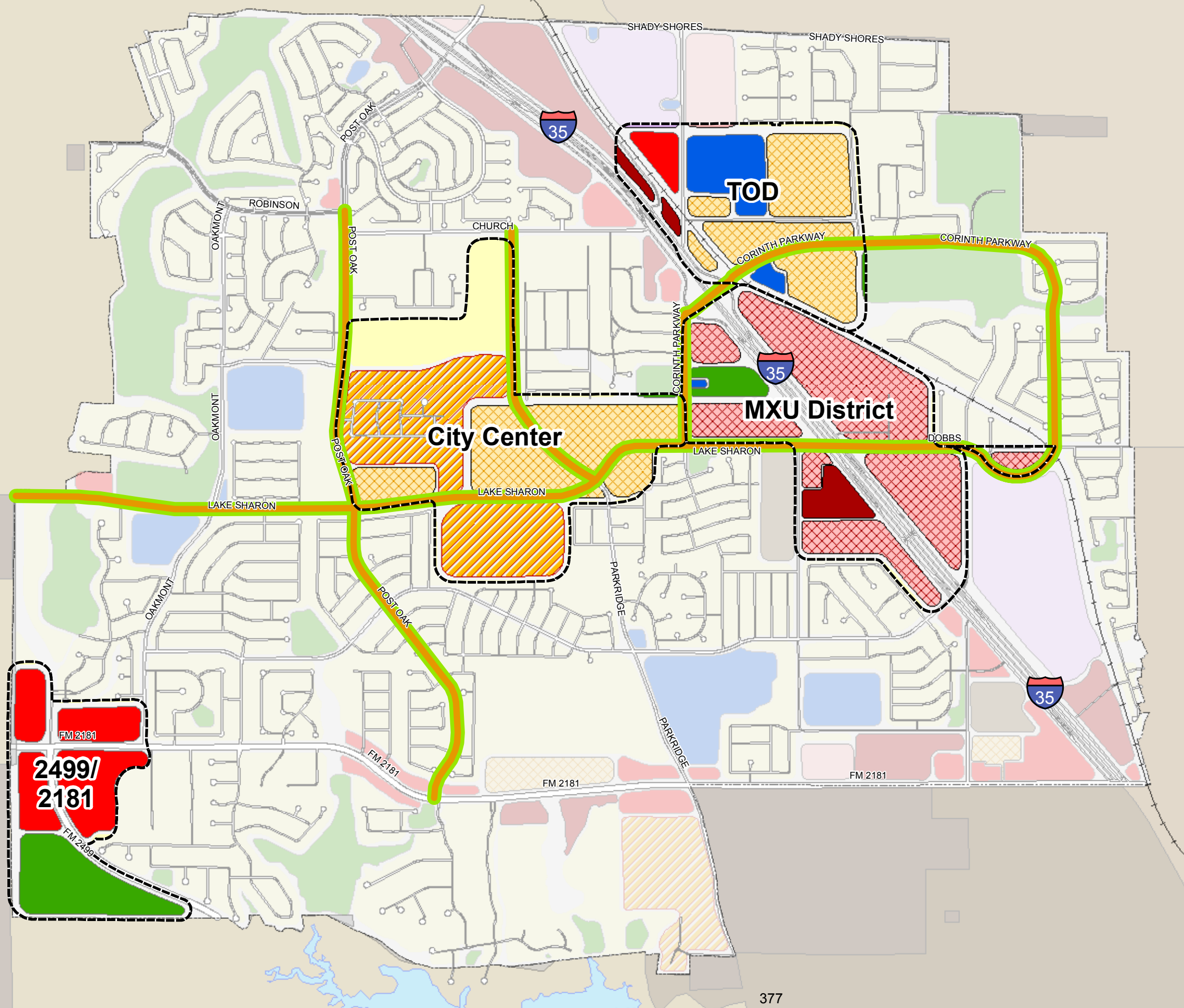
VII. Design Criteria Manual Updates

- 7.1 Placement or Modification of network nodes and node support poles and related ground equipment shall comply with the Design Criteria Manual at the time the permit for installation or modification is approved and as amended from time to time. The City Council authorizes the City Engineer, or his or her designee, to amend the Design Criteria Manual administratively and without prior approval of the City Council.

Exhibit “A”
Design District Map

City of Corinth













Small Cell Design Areas



Legend

-  Design Districts
-  District Streets

Future Land Use

-  Low Density Residential
-  Mixed Residential
-  Medium Density Residential
-  High Density Residential
-  Mixed Use Residential
-  Transit Oriented Development
-  Parks and Open Space
-  Public/Semi-Public
-  Mixed Use Non-Residential
-  Office/Business Park
-  Retail
-  Commercial
-  Industrial

