



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, February 21, 2019, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Discussion on upcoming Planning and Development code updates
2. Receive a presentation from Tom Winterburn, Denton County Transportation Authority Representative for the City of Corinth.
3. Review joint meeting presentations.
4. Receive a presentation, hold a discussion, and provide staff direction on the 2019 Bond Sell.
5. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

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

CONSENT AGENDA

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

1. Consider and act on minutes from the January 24, 2019 Workshop Session.

2. Consider and act on minutes from the January 24, 2019 Special Session.
3. Consider and act on award of contract with WCD Enterprises LLC for grounds maintenance for Corinth City Hall and the Public Safety Facility.
4. Consider and act on award of contract with D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Rights of Way, parks and the Public Works Facility.
5. Consider approval of an ordinance of the City of Corinth, Texas, amending Chapter 33 of the Corinth Code of Ordinances, establishing the Finance Audit Committee, merging the duties, responsibilities, and membership of the Investment Committee with those of the Audit Committee; establishing its membership, procedures and terms of office; and providing an effective date.
6. Consider and act on a Resolution approving an Interlocal Agreement with 1 Government Procurement Alliance (1GPA) for the purpose of cooperative purchasing.
7. Consider and act on an Interlocal Cooperative Purchasing Program Agreement by and between the City of Corinth and Lake Dallas Independent School District (ISD)

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

8. Conduct a public hearing to consider testimony and take action upon a rezoning request for an approximately 24.197 acre tract of land to amend the PD, Planned Development District for the Millennium Mixed Use Development. The property is situated in the H. Garrison Survey, Abstract Number 507, City of Corinth, Denton County, Texas and generally located at the northeast corner of IH35 and Dobbs Road. (Millennium PD Amendment).
 - Staff Presentation
 - Applicant Presentation
 - Public Hearing (Open and Close)
 - Response by Applicant
 - Response by Staff
 - Take Action
9. Conduct a public hearing to consider testimony and take action upon an amendment to the City's Unified Development Code, Section 4-Sign and Fence Screening Regulations, Subsection 4.01 sign regulations to amend the City's regulations on inflatable "balloon" signs.
 - Staff Presentation
 - Public Hearing (Open and Close)
 - Response by Staff

- Take Action

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

BUSINESS AGENDA

11. Consider and act on Amending the Corinth Code of Ordinances, Chapter 150, Adopting the 2018 International Construction Codes with Local Amendments, Standards, Certain Appendices; Including the Building Code; Residential Building Code; Fire Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code and the 2017 National Electrical Code.
12. Consider and act on an Ordinance to amend the prima facie speed limit of FM 2499, within the City of Corinth, to 45 mph.
13. Consider and act on approving an Ordinance amending Section 33.02, "Purpose and Duties" of the section entitled "Keep Corinth Beautiful Commission" of Chapter 33, Boards, Commissions and Departments of Title III, "Administration" of the Corinth Code of Ordinances to repeal subsections 33.02 (A)(6) and (A)(7) and to adopt a new Section 33.02 "Purpose and Duties" of Section 33 of Title III, of the Code of Ordinances; providing for the Incorporation of Premises; providing Amendments and Severability; and providing an Effective Date.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

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

a. MCM Contract for Lake Sharon Roadway Extension.

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.

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

ADJOURN:

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

Kimberly Pence, City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Upcoming Planning and Development code updates
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Land Development
Infrastructure Development
Economic Development

AGENDA ITEM

Discussion on upcoming Planning and Development code updates

AGENDA ITEM SUMMARY/BACKGROUND

Staff will hold a presentation on upcoming code updates.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: DCTA Update
Submitted For: Kim Pence, City Secretary **Submitted By:** Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Regional Cooperation

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Lake Cities and NCTC Joint Meetings
Submitted For: Kim Pence, City Secretary **Submitted By:** Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Regional Cooperation

AGENDA ITEM

Review joint meeting presentations.

AGENDA ITEM SUMMARY/BACKGROUND

Staff to review Corinth generated presentations for the Lake Cities and NCTC Joint meetings.

RECOMMENDATION

WORKSHOP BUSINESS ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019

Title:

Submitted By: Kim Pence, City Secretary

Finance Review: Yes

Legal Review: Yes

City Manager Review:

Strategic Goals: Land Development
Infrastructure Development
Economic Development

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

On January 24th, the City Council issued a Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2019, as required by state law. The notice was published on January 29, 2019 and February 5, 2019. The certificates are being sold for an amount not to exceed \$21 million in bond proceeds for 1) Constructing and improving streets and roads and associated water, wastewater and drainage costs associated with the street improvements 2) drainage mitigation 3) Improvements to the water and sanitary sewer systems 4) water storage tank and will include the costs of issuance.

The specific projects include: Lynchburg Creek Flood Mitigation (\$1,000,000), Lake Sharon FM 2499 (\$2,000,000), Lake Sharon/Dobbs Realignment (\$3,500,000), Quail Run Realignment (\$2,000,000), Parkridge (\$3,500,000), 1.0 MG Quail Run Water Tank (\$5,000,000), Quail Run Water Line (\$3,000,000).

The workshop is to discuss the funding impact to the general fund property tax rate and the water/wastewater utility rates.

RECOMMENDATION

N/A

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: January 24, 2019 Workshop Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the January 24, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the January 24, 2019 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the January 24, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 24th day of January 2019 the City Council of the City of Corinth, Texas met in 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:

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

Members Absent:

None

Others Present

None

Staff Members Present

Bob Hart, City Manager
Patricia Adams, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Lee Ann Bunselmeyer, Finance Director
George Marshall, City Engineer
Shea Rodgers, Technology Services Manager
Cody Collier, Public Works Director

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

- 1. Receive a presentation, hold a discussion, and provide staff direction on the Communication Strategic Plan.**

Bob Hart, City Manager – introduced Kim Newcomer and Liz Cassi with Slate Communications that are here to discuss the communications plan. They have worked on the preparations for a few months. Lee Ann Bunselmeyer, Finance Director will discuss the implementation.

Kim Newcomer, CEO and Founder of Slate Communications – informed Council Slate Communications was founded six years ago on the belief of an informed and engaged resident makes communities better. She was the in house communications manager for the City of Fort Collins, Arkansas, when she found a need for her business. She discussed some of the highlights of the communication plan. This project began about seven months ago and began by evaluating and auditing the current communications with the community and where improvements were needed. Her staff reviewed the current communications tactics and efforts; such as the website,

social media, and newsletters and held discussions with city staff and stakeholders to determine what is working, where improvements are needed, what some of the big projects and ideas are moving forward. They extended the outreach by contacting residents and reviewed the demographics and characteristics of the city. Utilizing this information they created some goals, objectives and priorities for the project.

They reached four topics of categories to measure accomplishments. The first goal is to help people understand open decision making, transparency and accountability to citizens. The second is timely and accurate information. This can be difficult with the number of people involved in the communication process. The third priority is public engagement and building an environment for residents to provide feedback and information to the city. Finally tell our story, the City of Corinth needs to tell their story of who they are and the opportunities they have to build the community.

Liz Cassi, Communications and Project Manager with Slate Communications – explained the way the plan is set up. They created four priorities and then began to narrow them into implementations of each goal. She discussed the various strategies for implementing the goals; such as getting the information out there early and creating new messaging campaigns; such as a large construction project; consistent media contact for disseminating information; presenting information that makes sense to residents and explanations of how processes work; thinking like a resident and how they may search for information. Another target is employing a multimedia and multilevel approach of using more traditional and modern modes of communication. In looking at ways to engage the residents and get their feedback, the city wants to get employees out there to events and have an opportunity to meet and greet residents or by providing an ask the city program where people can submit questions and have staff members create videos to answer the questions and share them online. The goal is to find several different ways to share the information with the residents to match their ways of finding the information. The final goal suggests building a strong brand or strong message that creates a consistent identity for Corinth. This can also be used to help with Economic Development in enticing businesses to move here and grow roots here.

Kim Newcomer, CEO and Founder of Slate Communications – stated they reviewed the Strategic Plan to review what is important to Council and reviewed what is important and available to residents and tried to align them together with all the work that is in progress and focus on the growth and economic development. This is a challenge for a lot of communities because it brings change and change is difficult, so a lot of communication is needed and also gives a say to the residents as to how it will turn out. The Corinth community loves its special events and that is how communities are formed. There are not a lot of physical gathering spaces, which makes these events the focal point for community gatherings. Public Safety is a large area of pride and support from the residents. The idea around infrastructure and public works is an investment in the community that continues to make it safe and provides the civil services expected.

There are several tactics and ideas in the plan to bring this all together. Lee Ann Bunselmeyer, Finance Director has already utilized some of the suggestions within the plan; such as the newsletter. There are two ideas that came from this process and one is the idea of the Ambassador Program. Corinth has a strong neighborhood affiliation and a large commuting population, which makes it hard to talk to the residents. After a long commute, residents do not want to come to a city council meeting. The HOA alliance and commuting nature of the community, brings the idea of the ambassador program, which is a mix between a citizens academy and an educational opportunity with the expectation of sharing information. This is a group of engaged residents that share the information with their own communication networks.

Liz Cassi, Communications and Project Manager at Slate Communications – The final

logistics are still being worked out, but the main things to focus on is having a communication group of about 12 to include a representative from each HOA, with established long-term residency with networks in place and a presence to pass information on to. This is a volunteer position and the application process will be similar to the current boards and commission applications. The communication workshops would be held bi-monthly and inform the ambassadors of updates on major projects and key points going on in the city government, and various outlets they can share the information through.

Mayor Heidemann – asked about the involvement of the business community.

Kim Newcomer, CEO and Founder of Slate Communications – This is designed with residents in mind but there are other strategies in the plan that discusses leveraging partners and how to coordinate with the Chamber of Commerce in accessing their networks and enlist their help.

Mayor Heidemann – we depend on the business community to support us especially with special events. Good Communication would be a requirement for them to have knowledge of the events and solicit their support.

Kim Newcomer, CEO and Founder of Slate Communications – Yes, we would like to be more proactive than reactive as a business you want some notification.

Mayor Heidemann – yes, and you want to reach out to them now to get their support while they have their budgets and have not spent them. If you wait until the events the budget may be spent.

Councilmember Henderson – asked if the application process would be like all other board applications.

Kim Newcomer, CEO and Founder of Slate Communications – yes.

Lee Ann Bunselmeyer, Finance Director – our initial thoughts are that we would have one member of each of the HOA's on the board automatically because they already have the set groups they communicate to and then myself or the City Manager would go out to their meetings and share information at their meeting about what is going on in the city that they may need to know about. The selection process for the two floater positions, that are non HOA's that would allow residents who want to be active and involved, has not been finalized. Staff is looking for Council's input on how to appoint to the positions.

Councilmember Henderson – clarified the HOA's would have a board member.

Lee Ann Bunselmeyer, Finance Director – Yes, staff has already begun to update the HOA president and management company information. This will allow us, when we kick this off next month, to reach out to the proper person and allow them to appoint a person to the program. This is one of the reasons we decided to do bi-monthly workshops, so that it is not a huge time commitment. The meetings will be one component and all communications from the city including news releases and newsletters will go to the HOA's.

Kim Newcomer, CEO and Founder of Slate Communications – the second piece, identified as an immediate opportunity, is the idea of a current brand. There wasn't a sense of identity for the city of Corinth but rather with the neighborhoods. To encourage the identification with the city as a whole a brand will help create community pride, economic development, build a sense of community and a strong visual recognition to help people understand what the city provides. This

is a bit of customer service and supports residents understanding where their money goes. There is not a large brand of identity for the city. The reasons we heard for the lack of use of the logo were the current logo is faded and old, not variable across different media, resembles a high school sports team logo and speaks more to Texas than the city. Bob Hart, City Manager and Lee Ann Bunselmeyer, Finance Director challenged them to come up with an idea that builds upon the current brand, creating a unique and timeless logo that honors the city and Texas and resonates with the wide demographic and close knit community. Texas is a point of pride known worldwide. A design team was tasked with this creative assignment. Several logos were presented for Council to review. Kim explained the purpose for the colors and some of the reasoning's behind the creations of the new logos.

Councilmember Garber – both of them are an improvement over the one we currently have. I like number 2, not so much the design, but the story behind the neighborhoods coming together. There is a neat story along with that design. I like the throwback to the “C” as well. I am trying to think as Council when representing the city and we are meeting others what will this look like and is it simple or distinguishable enough. Whatever 2 or 3 we settle on, is this something we put out and the community becomes a part of the adoption?

Kim Newcomer, CEO and Founder of Slate Communications – that is up to you and some just make a decision and others will take both choices out and let them give feedback. She cautioned allowing them to vote because there are many differing's of opinions.

Councilmember Henderson - I like number one, but after hearing the story from number 2 I like it also. That “C”, could that mean anything else in number 1, because it was taken from our old logo, what could it mean today in moving forward?

Kim Newcomer, CEO and Founder of Slate Communications – Not necessarily a “C”, but the arrow received feedback that it is from a marker on a Google map showing you are here and there is a sense of place that comes with it and the fact that it is pointing up and over is a forward movement.

Mayor Heidemann – thought the number 1 logo represented the I-35 freeway going right through the center of the city.

Councilmember Johnson – stated number one reminds him of the Houston Texans sports team and number 2 fits better.

Mayor Heidemann - asked Bob if that lettering there goes back to what he originally said that the building was Corinthian old gothic type?

Bob Hart, City Manager – first time I came here I liked the building because the architecture matched the name of the town.

Councilmember Johnson – do any of these seem to represent that Corinthian Architecture?

Kim Newcomer, CEO and Founder of Slate Communications – we had a third option that leaned further into the Corinthian architecture with no Texas star resemblance more of the arched window mosaic feel.

Councilmember Glockel – The first one reminds me of a rhinoceros. I never picked this up as a star but a box, are we thinking inside the box or outside of the box, the colors are the same as the

old logo. I am not a great opponent of either one of them, but I have to go with number 2. I do not see a message. I like the old logo because it relates to where the city is located within the state. Previous EDC did a lot of work trying to put Corinth on the map with the current logo. Can we do branding without changing the logo or is the logo such a monster? I feel people are starting to know where Corinth is and not sure if we change it they will know where Corinth is.

Kim Newcomer, CEO and Founder of Slate Communications – this is good feedback a brand is not a logo, a logo is an important part of a brand, but not the only part. If the group decides to stay with the older logo, we would need to rework it and make it more useable in all the different ways that it is not useable currently. It might just need some fine tuning.

Councilmember Glockel – If we are going to change it then we might as well scrap it, because it will be the same cost to replace it over every vehicle and the water tower and so on. There is a message on the old one but not the new ones.

Kim Newcomer, CEO and Founder of Slate Communications – presented the third logo that was originally discussed with staff and does not have the Texas star but was very Corinth focused on the architecture piece.

Liz Cassi, Communications and Project Manager at Slate Communications – These were the three originally presented to Bob and Lee Ann before we came to Council. It was a common theme among the houses around town.

Lee Ann Bunselmeyer, Finance Director– this resembles the window of the building.

Helen-Eve Liebman, Planning and Development Director– Corinthian is one of the column capitals and it goes Doric, Ionic and Corinthian. Doric is simple, one swirl; Ionic is a little more elaborate; and Corinthian is wow. If we are trying to mimic something like that, then keep in mind people will say if you meant Corinthian then you should have made it Corinthian

Kim Newcomer, CEO and Founder of Slate Communications – I think logos are an important piece of a brand but not the most important piece. As a mark or an icon it needs to work in different places and if we get too Corinthian it may not stitch on a shirt, so there is a functionality piece to this as well. We can mix and match and adjust. The feedback is why we are here.

Councilmember Henderson- number 2, I like it but too much color and Corinthian is more elegant than all these colors. We could make it more Corinthian without so many primary colors.

Kim Newcomer, CEO and Founder of Slate Communications – suggested pulling back and using two colors instead of three or the mark is two colors instead of three.

Liz Cassi, Communications and Project Manager Slate Communications – One of our priorities when a new logo is chosen is to create some brand guidelines that really show how to use it in all variations to make sure there is a one color option.

Councilmember Burke – all 3 are an improvement. I like the idea of the star variation, afraid the architectural will be a loss on people, it seems to be pretty busy for a logo, but it looks good. It is far better than what we have.

Mayor Heidemann – inquired if staff was looking for a consensus?

Bob Hart, City Manager – Yes, when I first started I really liked 1, then after going through the process 2 prevailed. Based on internal discussions 1 and 3 bubbled to the top. Now with all the comments tonight, three is standing out it represents the two school districts, the neighborhoods or even to the four cities to the lake cities. You could really play with the logo.

Mayor Heidemann – stated the Lake Cities Fire Department covers the four cities to the lake cities.

Bob Hart, City Manager - our initial response, we like 1 better, 2 was really growing on me. I agree with Sam it is all better than what we have.

Kim Newcomer, CEO and Founder of Slate Communications – I will work on simplifying 2 and making it more like a column, not as squatty.

Councilmember Glockel - The estimated costs to changing?

Bob Hart, City Manager – we would change the vehicles, the police and fire are different, the cost would estimate around \$6,000 then change the water towers when it is time to repaint them. We have a new water tower coming up and would put the new logo on it. The letter head is printed electronically, so no stock. Then we have business cards and signage. It will be a minimal cost under \$10,000.

Mayor Heidemann – advised Kim Newcomer to revise two and three then bring them back for discussion.

Kim Newcomer, CEO and Founder of Slate Communications – will provide the comments and challenge to the designers.

Lee Ann Bunselmeyer, Finance Director - stated when the logo is changed Enterprise stated they would bring their team here to the Public Works building and do all the vehicles there at once.

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

Bob Hart, City Manager – reminded Council there was a previous discussion on a bond sell dealing with the Dobbs/Lake Sharon alignment, Parkridge drainage issues, and finishing Lake Sharon/2499. The schedule staff is looking at is a March 7th Bond Sell date. March is a good time for selling bonds and the interest rates are beginning to climb. It is typical to put a high number on the first notice and then work down; once a number is presented it cannot go up. He reviewed the numbers for the various projects stating the estimate provided nine months ago was \$3.8 million, but there is some guess work involved due to variables out of staff's control; such as rising construction costs. He believes due to these variables the amount of the bond will need to increase and he should have better numbers in a few weeks. He suggested a backup plan for the Lynchburg mitigation project in case the grant does not come through and using a million dollars for Amity Village. He suggested Council review the information provided tonight and discuss further at one of the Council meetings in February with some refinements.

Mayor Heidemann – this will be repaid?

Bob Hart, City Manager – this is the project the City will receive a reimbursement of \$3.5 million through the impact fees. He believes the Taylor property will pay back quickly, the

Blunt property will be a little slower and Haslet will be the wildcard. All three are needed to be developed to get reimbursed. The budget contains the money for all the design work and front end stuff and is currently proceeding.

Mayor Heidemann – Lynchburg Creek, Sam Burke suggested the City may be able to get some EDC money through some of the development on I35 where Lynchburg is, will this be possible?

Councilmember Burke – If this design does not work, could we get a grant in the future with a new design and could we incorporate some things that increases the marketability of some property on I-35 was my comment. I do not think the way George laid it out that would be possible.

George Marshall, City Engineer – the property on I35 with the new maps a lot of it comes out of the flood mitigation area and there is also currently an affective Conditional Letter of Map Revision that allows the property to be reclaimed anyways on the North side of the creek.

Bob Hart, City Manager – this is such a moving target, it is hard to nail it down. The second thing is the impact, if we do all of this assuming we have our normal growth, this would still require about a 2 -2.5 cent tax increase to fund all of it and would be able to mitigate some of it with the impact fees. There will be some debt capacity as we get some growth in the future as well. When we first started, the first list is what we discussed in the budget encompassing three years but has been compressed into one year, so we could stage it out. The debt issuance costs and guessing where interest rates are going is what caused staff to think you might be better off doing this all now instead of waiting 2-2.5 years.

Councilmember Garber- Don't these have to be on a ballot?

Bob, Hart, City Manager – no, what I am bring is a CO, a certificate of obligation perspective.

Councilmember Garber- So there wouldn't be sticker shock on something that wouldn't pass where it might have passed?

Bob Hart, City Manager – No.

Mayor Heidemann – if Austin puts a cap on this how does that affect us?

Bob Hart, City Manager – having it all in place ahead of time is what protects us. That removes it from the table for us.

Councilmember Garber– back to the impact log, the 4-8 percent tax growth does that equate to a 2-2 ½ cent tax increase or do we need the growth plus going from 53-55.5 cents?

Bob Hart, City Manager – the later. What we could do is over the next couple of years is make interest payments only and defer the principle out about 3 years then we could get by with a half to one and a half cent increase. It will limit what we can do in the future. Here there is a greater capacity.

Councilmember Garber – if we end up with a 10% increase in property value the 2-2.5 cents turned into 1.5 cents. Either one we are still looking at a 7% increase in water rates.

Bob Hart, City Manager – Correct. This would be a nine million dollar debt issue and seven of that would be the water tower and pipe lines to feed it. This is why I think Council needs to absorb

this information and then come back and have a conversation on it.

Councilmember Garber– is that a 7 percent increase on the base rate or all?

Bob Hart, City Manager – some of both, overall 7 percent.

Councilmember Garber– when will we discuss water rates?

Bob Hart, City Manager - March 7th Council meeting

Councilmember Garber- When we discuss water rates and do the comparison between the cities, is there a way to find out if any of the comparable cities are subsidizing water rates with General Fund transfers.

Lee Ann Bunselmeyer, Finance Director – We can definitely call. The last time a survey was done, I believe Highland Village was the only one that was, but we can definitely do the survey again.

Councilmember Glockel – There’s a lot of things floating around out there right now, of course the appraisals are coming up pretty quick, so maybe before the housing market softens the taxes will be set. So we might slip through this year after 10% and even this year at 10% I would be pleasantly surprised.

Lee Ann Bunselmeyer, Finance Director – we do not get the preliminary values until the first or second week of April. Then I take that amount and drop it about 5-6% based on historical data.

Councilmember Burke – What do we know the increase is likely to be just based on projects we have completed this year on the books?

Lee Ann Bunselmeyer, Finance Director – The problem is a million dollars gets \$5,000 in property taxes to split between the general fund and the debt.

Bob Hart, City Manager – We could look at the building permits we issued and we will know what that will come to.

Lee Ann Bunselmeyer, Finance Director – a lot of it will depend on if they are fully constructed. If Huffine’s was only 40% completed on January 1, they will only be taxed for 40% of the value. It would be difficult to give a number.

Bob Hart, City Manager – it does help with the guess work and we will go back and look at it. The softening in the market will be important to watch too. I wanted to get your initial thoughts and ask you to adopt a resolution tonight of the notice for the sale and then decide a course of action.

Mayor Heidemann – will you get this out to us?

Bob Hart, City Manager – it will be in your email tomorrow.

3. **Briefing and comments on Cambodia Trip.**

Bob Hart, City Manager– This was a fascinating visit. A lot of the history I never completely

understood. A couple of comments on the County: they went through a civil war in the early 1970's some of that came out of the bombings tied to the Vietnam war, a lot of the struggle going on between the US and China when China backed the Khmer Rouge and that revolution ended up going on from the early to mid-1970's to 1998-1999. During that first four year period, Cambodia had about 10 million people and there were 3 million killed. They took an old school and turned it into a S21 prison, if you had a college degree, had a professional position, owned a business, a doctor, or a lawyer they killed you because it was a peasant revolution and peasants took orders. The brutality in the prison went way beyond anything I have ever seen.

The other things that really drove home to me, we all grew up in Western Civilization and learned Western Civilization in college, I have never really looked at the whole eastern civilization before. There are a lot of pictures of this to share some of that knowledge. In terms of the government structure, they have one party, it is the People's National Party representing everyone. From the National Government there are 25 provinces around the country underneath that are municipalities and districts. That is where the services are provided. The National Government controls everything. If a municipality needs another worker, they get permission from the National Government, they hire them and send them to the municipality. The hiring decisions are not made locally and the position is for a lifetime commitment, they cannot be terminated. Then they keep a journal of what they do every day and submits it to the National Government.

There is no planning, the drainage is unbelievable. I talked to some classes at the University's. There was a class of about 25 students and 50 people came out for me to talk to. I had about an hour and twenty minutes and at two hours in, we were shutting it down. There is a lot of unhappiness with the corruption and lack of responsiveness. It was interesting to see all of this.

Some of the Provincial Government staff I talked with would like to come here and talk to you and see if some of our employees could visit there to do some training, primarily fire and planning. They really need drainage. A good response time for a fire there is one hour. When you are in Cambodia the elephant is a big deal. The elephant represents peace, happiness and prosperity. There is no coin money it is all paper money.

4. 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.

Bob Hart, City Manager – I think items 3, 4, and 5 are straight forward items. If you have any questions we can go over the items.

Councilmember Henderson – stated she has question on the LED lights item number 2.

Bob Hart, City Manager – we will pull this item off of consent and move it to a business item.

Consent Item #2 Discussion:

- 1. Consider and act on a proposal from Gexa Energy Solutions, LLC. To replace all lights in City Hall with energy-efficient LED lighting.**

Mayor Heidemann - pulled item 2 off as a Consent item and moved to the Business items and move into the Executive Session.

Mayor Heidemann recessed the Work Session at 6:48 p.m. See Closed Session.

CLOSED SESSION

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

Section 551.071. (1) Private consultation with its attorney to 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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

Council met in closed session from 6:48 p.m. to 7:07 p.m.

A. MCM Contract for Lake Sharon Roadway Extension.

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

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:08 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: January 24, 2019 Special Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the January 24, 2019 Special Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the January 24, 2019 Special Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the January 24, 2019 Special Session minutes

Attachments

Minutes

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

On this the 24th day of January 2019 the City Council of the City of Corinth, Texas met in Special Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

None

Staff Members Present

Bob Hart, City Manager
Shea Rodgers, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Cody Collier, Public Works Director
Lee Ann Bunselmeyer, Finance and Administrative Services Director
George Marshall, City Engineer
Patricia Adams, Messer, Rockefeller, & Fort

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 the Boy Scouts Pack 191 led in the Pledge of Allegiance.

PRESENTATION:

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

Greg Roemer, President, Community Waste Disposal - presented their 2018 annual review to the City Council. Residents recycled 1,710 tons of material in 2018. There has been 111 service inquiries, these are people calling in for some sort of issue and that could be late pickup or no pickup. We have seen an improvement from 2017. Residential driver incidents have gone up in 2018 to 15 incidents. These are issues of a higher level, example could be a vehicle accident, property damage claim, reckless driving or a conduct complaint about an employee. We take more seriously and there is a file developed and a review committee and certain repercussion on the employees if they are charged with these infractions and this has gone up from 2017 to 2018 and we track this information and try to reduce it.

Commercial accounts in Corinth diverted 62.20 tons of material from the landfill in 2018. Door side Household Hazardous Waste is offered to Corinth residents on a monthly basis. If you call us we come to your home and pick up electronics and household hazardous waste. We have collected 27,274 pounds of electronics and this

has gone up every year for several years. CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans, in various shades of beige. Municipalities have the option to make the paint continuously available at a public place, such as at your City Hall, where residents can easily pick up a gallon or several. In 2018, CWD distributed 1,425 gallons of paint.

Community Waste Disposal participates in the community and provides trash carts and recycling depots during various events. We have a new service that we are offering called Cartwash.com. This is a truck that can come to your residence tip the cart and wash the inside of it. The cost is \$39.00 for the first cart and \$21.00 for the second cart. The homeowner can purchase this service if they desire. We would encourage the City to post it on the website to let the citizens know the service is available.

I have been in this business since 1980 and I have only seen one major landfill close and that was Walnut Hill Landfill owned by the City of Dallas. The DFW Landfill in Lewisville will be closing in 18-24 months. This is significant because when there is a reduction in space prices go up. This evening I can't tell you exactly what we are going to do at this point. We do have plans in mind but we are not in the position to share that but when it happens it will impact the City of Corinth somehow or another and I just wanted to bring it up now. In two years this is not the first time we have heard about it. We will keep the City informed as it progresses.

The City of Corinth recycled 1710 tons in 2018 saving 29,070, trees, 649,800 gallons of oil, 11,970,000 gallons of water, 5,643 yards of landfill space and 7,011,000 kilowatt hours of electricity.

CONSENT AGENDA

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

2. Consider and Act on a proposal from Gexa Energy Solutions, LLC. to replace all lights in City Hall with energy-efficient LED lighting.

Item #2 was pulled from the Consent Agenda for discussion.

Shea Rodgers, Technology Services Manager - City Hall has had no major upgrade of its lighting since it was built in 2003-04. The majority of the lighting inside the building is outdated fluorescent and halogen; both methods are energy inefficient and require frequent replacement. Twice per year, a member of staff dedicates his day to walking the building, replacing burnt-out lights. Furthering the cost and time investment, the lights in the lobby as well as the Council Chambers require renting a lift, then sending an employee or contractor up to replace those lights.

In summer 2018, representatives from Gexa did a preliminary audit of City Hall to determine ways the City could save on energy costs. The key factor singled out for cost-savings was the lighting. By switching to energy efficient LED fixtures, Gexa estimates that the City could potentially save between \$4,063 and \$4,515 annually.

In late December, Staff received the quote (attachment: GEXA AMENDMENT ONE) from Gexa in the amount of \$98,111 as an amendment to the Master Service Agreement (attachment: GEXA MSA), representing all costs for material and labor to retrofit the lighting in City Hall with LED units. They have also provided the Statement of Work for the project (attachment: GEXA SOW).

Gexa is providing material and labor off The Interlocal Purchasing System (TIPS) contract vehicle, thus no further bid was necessary (TIPS contract number: 170103).

Mark Johnson, Gexa Energy Solutions, LLC. We have been working with the City to evaluate all the facilities and took a look at where the opportunities resided for the City to save money through energy conservation. Most of them were right here in City Hall. We will probably touch somewhere near 400 fixtures in this facility and in excess of 800 lightbulbs. All florescent lights will be replaced with new LED fixtures. The uptake of that is the amount of energy saved and the maintenance saved and the significant first year savings would be in excess of \$5,000 and over a 20 year period the City will see an excess of \$140,000 savings.

The work would be performed, pending your approval, sometime by March. We would work in the evenings so we don't disrupt city services. We would improve light levels and light quality throughout City Hall. The LED Lighting has a tremendous life span, 50,000 to 100,000 hours and that will eliminate the amount of material and manpower that you spend changing the florescent lights and incandescent lights. This would reduce a burden and expense on the city for an exceptionally long period of time.

Councilmember Garber - what is the reason for changing the fixture rather than just the bulbs?

Mark Johnson, GEXA Energy Solutions, LLC - In some cases we are just retrofitting the existing fixture and in most cases that is exactly what is taking place.

Councilmember Henderson - you said the City would save \$140,000 over how many years?

Mark Johnson, GEXA Energy Solutions, LLC - 20 years.

Councilmember Henderson - in the proposal it says the City will save between \$4,063 and \$4,515 annually, does that include labor and renting of the lifts etc.?

Bob Hart, City Manager - no, this is only the energy component.

Mark Johnson, GEXA Energy Solutions, LLC - the number I spoke of earlier, in excess of \$5,000 a year in year one is a combination of both electricity and materials that you would save.

Councilmember Henderson - if we save \$4,289 a year it would be 23 years to get our return on investment but you are saying we are going to get more than our return in 20 years so will you explain that to me?

Mark Johnson, GEXA Energy Solutions, LLC - I am showing a savings of 5,164 in year one. But projecting that out over 20 years adding modest inflation rate, I think it is 2.5%. You will save \$138,759 over that 20 year period.

Councilmember Henderson - in Attachment A, it states GEXA is not responsible to repair drywall or repaint. So if you go in and mess something up, in addition to this money, the city will have to pay for that also?

Mark Johnson, GEXA Energy Solutions, LLC - if we damage something, we will repair it. If there is a broken lens on a fixture that was broken at the time we show up, that would be pre-existing and the City would need to replace that. If we damage it, it is our responsibility and we will repair it.

Councilmember Henderson - we may need to change the wording in here because that is not the way it reads in the proposal on Attachment A -3.

Bob Hart, City Manager - we will get them to clarify that.

Councilmember Garber - is a 20 year capitalization on a project like this something that we would normally see on projects that we do?

Bob Hart, City Manager - this is one that we would typically look at would be somewhat marginal. Part of the reason for doing a lot of this is in anticipation of the legislative activities, just looking at way of cutting costs for the next budget year. This was intended to help us with that as we move forward and that was the motivating factor, not the return on investment.

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

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

MOTION CARRIED

3. Consider and act on the approval of an Interlocal Agreement with the City of Lake Dallas for cooperative purchasing.
4. Consider and act on the approval of an Interlocal Agreement with the Town of Hickory Creek for cooperative purchasing.
5. Consider and act on the approval of an Interlocal Agreement with the Town of Shady Shores for cooperative purchasing.

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

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

MOTION CARRIED

CITIZEN'S COMMENTS

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

Vernon Zehms, Resident - would like to request a reinstatement of the Grandfather Clause for the irrigation system located at our residents, 2401 Aspen Drive. We were informed that a separate water meter would be beneficial for us in our irrigation system. The building permit, meter, and fees came to \$355.00 which I paid at City Hall April 17, 2001. We were told that the new meter would eliminate any billed charges due to zero monthly usage.

Those present on May 1, 2001 for the certification of the installation were City of Corinth employee Doyle, as well as two other employees. North Texas Lush Lawn, Inc. and I were also present. The installation was completed and the inspection was approved by Doyle.

The grandfather clause worked as agreed until the November 2012 bill. I went to City Hall to consult with the

City Manager. He was not familiar with the clause and went for information. He said that the new directives had been adopted which changed the policy of irrigation meters. He provided no information as to the date and time of the new change. The Information relating to the grandfather clause is that "it remains in effect until ownership of the said property has changed".

The data used to compile the documentation of payments and usage was obtained from the Corinth Water Department.

I am requesting the following action from the City of Corinth

1. Credit my account in the amount of \$981.41

Or

Send me a check in the amount of \$981.41 for the overpayment.

2. Reinstate our original agreement.

Thank you for considering our request for reinstatement of the grandfather clause for our residence. We have been residents and homeowner in Corinth since 1985.

BUSINESS ITEM:

6. Consider and adopt a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street, waterworks and sewer system and municipal drainage improvements; and resolving other matters relating to the subject.

Bob Hart, City Manager - This item is being brought to you based on some work we talked about in preparing the current budget.

This provides the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2019, as required by state law. To issue the certificates for the Capital Improvement Program for the current fiscal year, the City Council must adopt the attached "Intent to Sell" resolution at least 30 days prior to the sale. The notice will be published on January 29 and February 5, 2019. The certificates are being sold for an amount not to exceed \$21 million in bond proceeds for 1) Constructing and improving streets and roads and associated water, wastewater and drainage costs associated with the street improvements 2) drainage mitigation 3) Improvements to the water and sanitary sewer systems 4) water storage tank and will include the costs of issuance.

The specific projects include:

Lynchburg Creek Flood Mitigation (\$1,000,000), Lake Sharon FM2499 (\$2,000,000), Lake Sharon/Dobbs Realignment (\$3,500,000), Quail Run Realignment (\$2,000,000), Parkridge (\$3,500,000), 1.0 MG Quail Run Water Tank (\$5,000,000), Quail Run Water Line (\$3,000,000).

The timeline for the issue is:

January 24, 2019 Council adopts "Intent to Sell" resolution

January 29, 2019 1st Notice of Intent Published

February 5, 2019 2nd Notice of Intent Published

February 4-8, 2019 Rating Conference Call/Meetings

February 20, 2019 Receive Ratings & Insurance Bids

March 7, 2019 Receive Pricing

March 7, 2019 Council Passes Ordinance Authorizing Issuance of Certificate of Obligation's

April 4, 2019 Certificate Closing & Delivery of Funds to the City

MOTION made by Councilmember Garber to approve the resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street, waterworks

and sewer system and municipal drainage improvements; and resolving other matters relating to the subject. Seconded by Councilmember Burke.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Councilmember Garber - I was hoping to get some historical email based off Mr. Zehms comments tonight.

Bob Hart, City Manager - yes, I will have that to you tomorrow.

Councilmember Johnson - yes, I would like to see that email also.

Councilmember Henderson - thanked the Boy Scouts for coming out tonight.

Councilmember Glockel - thanked the Boy Scouts for coming out as well.

Bob Hart, City Manager - George Marshall, Floodplain Administrator and Engineer sent out letters to everyone that has been impacted with a remapping of the floodplains. There will be a meeting here in Council Chambers on January 31 at 5:30 p.m. This is to address the issues of the impact of the floodplain changes on individual property owners.

Mayor Heidemann - thanked staff for all their work on the new communication directive. I think this will really enhance our ability to let the citizens of Corinth know more about what is going on in our community.

Closed Session was held during the Workshop Session scheduled at 5:30 p.m.

CLOSED SESSION

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

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

A. MCM Contract for Lake Sharon Roadway Extension.

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

After discussion of any matters in closed session, any final action or vote taken will be in public by the City

Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not, pursuant to Section 551.071 of the Texas Government Code, Consultation with City Attorney.

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

7. Consider and act on an MCM Agreed Termination and Release for Lake Sharon Project.

MOTION made by Councilmember Burke to direct staff to proceed with the agreed termination and release with MCM, accept the surety's tender of Wildstone as a replacement contractor, and approve assignment of the Lake Sharon contract to Wildstone with the final agreement subject to Council's approval. Seconded by Councilmember Johnson.

AYES: Burke, Garber, Johnson, Henderson, Glockel

NOES: None

ABSENT: None

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:07 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: City Hall and the Public Safety Facility Grounds Maintenance Contract
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Corinth solicited sealed bids in January of 2019 for grounds maintenance to City Hall and the Public Safety Facility. The services for these properties has been determined to be in need of a higher quality than that of R.O.W. The services were bid seperately for that reason and include mowing, trimming, flowerbed maintenance, irrigation services, fertilization, herbicide and pest control. Six bids were received and opened on January 23, 2019. WCD Enterprises LLC was the low bidder with a submission of \$16,130. References for WCD Enterprises have been contacted and were returned with positive remarks. The following companies and bid prices are submitted below:

- WCD Enterprises LLC - \$16,130
- Weldon's lawn and Tree LLC - \$17,660
- American Landscape Systems - \$19,767.38
- Qualicare Landscape Services - \$22,436
- Denton Lawn and Sprinkler - \$29,172.19
- DeAngelo Brothers LLC - \$48,518.20

RECOMMENDATION

Staff recommends award of bid and authorization for the City Manager to execute the contract with WCD Enterprises LLC.

Attachments

- Grounds Maint. Bid Tab
 - WCD 1295 Form
 - WCD Ent. Bid
 - WCD Ent. Contract
-

ANNUAL CONTRACT FOR MOWING/LANDSCAPE MAINTENANCE SERVICES FOR CORINTH CITY HALL & PUBLIC SAFETY FACILITY

1/23/2019

			VENDOR			VENDOR			VENDOR		
			Weldon's Lawn & Tree LLC			WCD Enterprises LLC			American Landscape Systems Inc.		
			Rockwall, TX			Scottsdale, AZ			Lewisville, TX		
No.	Description	Est. Qty.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt.
1	Area 1 Corinth City Hall - Mowing, edging, blowing, weeding of beds Est. 6,832 Sq. Yd.	36	\$0.014	\$100.00	\$3,600.00	\$0.026	\$180.00	\$6,480.00	\$0.0165	\$112.73	\$4,058.28
2	Area 2 Public Safety Facility - Mowing, edging, blowing, weeding of beds as specified Est. 5,379 Sq. Yd.	36	\$0.0158	\$85.00	\$3,060.00	\$0.025	\$135.00	\$4,860.00	\$0.0165	\$88.75	\$3,195.00
3	Application of Fertilizer	3	N/A	\$500.00	\$1,500.00	N/A	\$200.00	\$600.00	N/A	\$340.38	\$1,021.14
4	Application of Pre-Emergent	2	N/A	\$300.00	\$600.00	N/A	\$50.00	\$100.00	N/A	\$414.38	\$828.76
5	Application of Post-Emergent	2	N/A	\$300.00	\$600.00	N/A	\$50.00	\$100.00	N/A	\$464.60	\$929.20
6	Trash/debris removal from landscaped areas	36	N/A	\$35.00	\$1,260.00	N/A	\$10.00	\$360.00	N/A	\$40.00	\$1,440.00
7	Shrub & groundcover trimming, weeding	12	N/A	\$100.00	\$1,200.00	N/A	\$50.00	\$600.00	N/A	\$100.00	\$1,200.00
8	Apply weed killer to cracks in common areas	12	N/A	\$75.00	\$900.00	N/A	\$20.00	\$240.00	N/A	\$100.00	\$1,200.00
9	Spot treatment of Ant Mounds	1	N/A	\$100.00	\$100.00	N/A	\$10.00	\$10.00	N/A	\$135.00	\$135.00
10	Installation of seasonal flowers, 24 flats	2	N/A	\$700.00	\$1,400.00	N/A	\$720.00	\$1,440.00	N/A	\$720.00	\$1,440.00
11	Trimming of ornamental grasses and small tree limbs; removal of suckers	1	N/A	\$1,000.00	\$1,000.00	N/A	\$20.00	\$20.00	N/A	\$360.00	\$360.00
12	Monthly Sprinkler System Check (repairs to be quoted as additional cost as needed)	12	N/A	\$120.00	\$1,440.00	N/A	\$50.00	\$600.00	N/A	\$225.00	\$2,700.00
13	Mulch Replacement/application (quoted upon request)	2	N/A	\$500.00	\$1,000.00	N/A	\$360.00	\$720.00	N/A	\$630.00	\$1,260.00
TOTAL BID					\$17,660.00				\$16,130.00	\$19,767.38	
Signed proposal					Yes				Yes	Yes	
Addendum #1					Yes				Yes	Yes	
Addendum #2					Yes				Yes	Yes	
Cooperative Purchasing					Yes				Yes	Yes	

**In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal information.

Proposals are in the evaluation process.

ANNUAL CONTRACT FOR MOWING/LANDSCAPE MAINTENAI

1/23/2019

			VENDOR			VENDOR			VENDOR		
			Qualicare Landscape Services, Inc.			Denton Lawn Sprinkler, Inc.			DeAngelo Bros., LLC		
			Lewisville, TX			Denton, TX			Houston, TX		
No.	Description	Est. Qty.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt.
1	Area 1 Corinth City Hall - Mowing, edging, blowing, weeding of beds Est. 6,832 Sq. Yd.	36	\$0.022	\$143.00	\$5,148.00	\$0.032	\$218.62	\$7,870.32	\$0.078	\$532.89	\$19,184.04
2	Area 2 Public Safety Facility - Mowing, edging, blowing, weeding of beds as specified Est. 5,379 Sq. Yd.	36	\$0.027	\$143.00	\$5,148.00	\$0.034	\$182.88	\$6,583.68	\$0.078	\$419.56	\$15,104.16
3	Application of Fertilizer	3	N/A	\$140.00	\$420.00	N/A	\$525.07	\$1,575.21	N/A	\$200.00	\$600.00
4	Application of Pre-Emergent	2	N/A	\$155.00	\$310.00	N/A	\$488.44	\$976.88	N/A	\$400.00	\$800.00
5	Application of Post-Emergent	2	N/A	\$155.00	\$310.00	N/A	\$610.55	\$1,221.10	N/A	\$300.00	\$600.00
6	Trash/debris removal from landscaped areas	36	N/A	\$22.00	\$792.00	N/A	\$30.00	\$1,080.00	N/A	\$20.00	\$720.00
7	Shrub & groundcover trimming, weeding	12	N/A	\$294.00	\$3,528.00	N/A	\$420.00	\$5,040.00	N/A	\$100.00	\$1,200.00
8	Apply weed killer to cracks in common areas	12	N/A	\$60.00	\$720.00	N/A	\$20.00	\$240.00	N/A	\$30.00	\$360.00
9	Spot treatment of Ant Mounds	1	N/A	\$70.00	\$70.00	N/A	\$45.00	\$45.00	N/A	\$200.00	\$200.00
10	Installation of seasonal flowers, 24 flats	2	N/A	\$720.00	\$1,440.00	N/A	\$840.00	\$1,680.00	N/A	\$1,000.00	\$2,000.00
11	Trimming of ornamental grasses and small tree limbs; removal of suckers	1	N/A	\$110.00	\$110.00	N/A	\$280.00	\$280.00	N/A	\$250.00	\$250.00
12	Monthly Sprinkler System Check (repairs to be quoted as additional cost as needed)	12	N/A	\$170.00	\$2,040.00	N/A	\$95.00	\$1,140.00	N/A	\$125.00	\$1,500.00
13	Mulch Replacement/application (quoted upon request)	2	N/A	\$1,200.00	\$2,400.00	N/A	\$720.00	\$1,440.00	N/A	\$3,000.00	\$6,000.00
TOTAL BID					\$22,436.00			\$29,172.19			\$48,518.20
	Signed proposal				Yes			Yes			Yes
	Addendum #1				Yes			Yes			Yes
	Addendum #2				Yes			Yes			Yes
	Cooperative Purchasing				Yes			Yes			Yes
**In case of calculation error, unit pricing shall prevail.											
This sheet contains preliminary, unaudited proposal information.											
Proposals are in the evaluation process.											

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.

WCD Enterprises, LLC
 Scottsdale, AZ United States

Certificate Number:
 2019-442711

Date Filed:
 01/17/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1122
 landscape maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	WCD Enterprises, LLC	Scottsdale, AZ United States	X	

5 Check only if there is NO Interested Party.

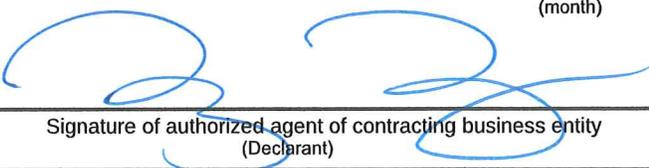
6 UNSWORN DECLARATION

My name is Tanya Fullington, and my date of birth is 7/29/1978.

My address is 3840 E. White Aster St., Phoenix, AZ, 85044, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of Arizona, on the 17 day of Jan, 2019.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT.
1	36	Area 1 Corinth City Hall mowing, edging, blowing, weeding of beds 6,832 Sq yd \$ <u>.026</u> per square yard	\$ 180	\$ 6480
2	36	Area 2 Public Safety Facility mowing, edging, blowing, weeding of beds 5,379 \$ <u>.025</u> per square yard	\$ 135	\$ 4860
3	3	Application of Fertilizer	\$ 200	\$ 600
4	2	Application of Pre-Emergent	\$ 50	\$ 100
5	2	Application of Post-Emergent	\$ 50	\$ 100
6	36	Trash/debris removal from landscaped areas	\$ 10	\$ 360
7	12	Shrub & groundcover trimming, weeding	\$ 50	\$ 600
8	12	Apply weed killer to cracks in common areas	\$ 20	\$ 240
9	1	Spot treatment of ant mounds	\$ 10	\$ 10
10	2	Installation of seasonal flowers 24 flats	\$ 720	\$ 1440
11	1	Trimming of ornamental grasses and small tree limbs; removal of suckers	\$ 20	\$ 20
12	12	Monthly sprinkler system check (repairs to be quoted as additional cost as needed)	\$ 50	\$ 600
13	2	Mulch replacement/application (quoted upon request)	\$ 360	\$ 720
			TOTAL BID	\$ 16,130

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/LANDSCAPE MAINTENANCE SERVICES FOR
CORINTH CITY HALL & PUBLIC SAFETY FACILITY

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of it agreement with the vendor.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/LANDSCAPE MAINTENANCE SERVICES FOR
CORINTH CITY HALL & PUBLIC SAFETY FACILITY

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: Please see attached reference page.
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: _____

WCD ENTERPRISES, LLC

28150 N. ALMA SCHOOL PKWY, #103-452

SCOTTSDALE, AZ 85262

480-415-3416 (o) 480-683-0011 (f)

wes.dryden@yahoo.com

www.WCDEnterprisesLLC.com

TEXAS LANDSCAPE MAINTENANCE REFERENCES

CITY OF LAREDO (WASTE WATER PLANTS)

Alonzo Diaz

5512 Thomas Ave., Laredo, TX 78041

\$55,000.00/year 2013-Current

956-721-2022

adiaz@ci.laredo.tx.us

LEAD ASSOCIATION MANAGEMENT

Syd Talley, President

13231 Champion Forest Drive, Suite 311, Houston, TX 77069

\$60,000.00/year 2010-Current

713-875-6140

syd@lead-inc.com

REGIONS BANK

Healthspace Regions Lancaster, LLC

661 East Main Street, Suite 200-306

Midlothian, TX 76065

\$11,000.00/year 2015-Current

972-333-1847

kevin@kevincoyne.com

CITY OF WYLIE (MEDIANS/SET BACKS/BLDGS)

Brent Stowers

City of Wylie

300 Country Club Road

Wylie, TX 75098

\$19,600.00/year 2016-Current

972-516-6371

brent.stowers@wylitexas.gov

CITY OF WEATHERFORD (PARKS/CEMETARIES)

Gary Miller

City of Weatherford

119 Palo Pinto Street

Weatherford, TX 76086

\$77,840.00/year 2016-Current

817-629-0635

gmiller@weatherfordtx.gov

WCD ENTERPRISES, LLC

28150 N. ALMA SCHOOL PKWY, #103-452

SCOTTSDALE, AZ 85262

480-415-3416 (o) 480-683-0011 (f)

wes.dryden@yahoo.com

www.WCDEnterprisesLLC.com

ARIZONA LANDSCAPE MAINTENANCE REFERENCES

UPS PLANT FACILITIES (5 FACILITIES)

John Butcher, Property Manager
3150 N. 31st Ave.
Phoenix, AZ 85017
\$70,000.00/year 2009-Current

602-233-4214

jbutcher@ups.com

COWLEY COMPANY-OFFICE/INDUSTRIAL CENTERS

Lee Allen

Rob Schmitz, Property Manager
3420 S. 7th Street
Phoenix, AZ 85034
\$30,000.00/year 2010-Current

602-561-4683

lee@cowleyco.com

602-385-4207

rob@cowleyco.com

ARIZONA DEPARTMENT OF HEALTH SERVICES (94 ACRES)

Michael Sheldon
2500 E. Van Buren Street, D202
Phoenix, AZ 85008
\$70,000.00/year 2015-Current

602-629-7191

Michael.Sheldon@azdhs.gov

ABM BUSINESS & INDUSTRY

Clovis Hervol, District Manager
642 B North 17th Avenue
Phoenix, AZ 85007

602-824-1504

Clovis.Hervol@abm.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WCD Enterprises, LLC
Scottsdale, AZ United States

Certificate Number:
2019-442711

Date Filed:
01/17/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1122
landscape maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	WCD Enterprises, LLC	Scottsdale, AZ United States	X	

5 Check only if there is NO Interested Party.

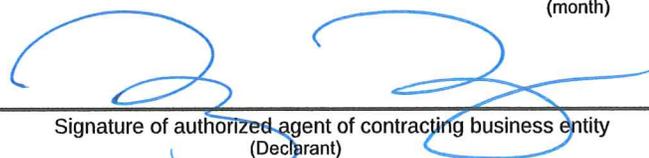
6 UNSWORN DECLARATION

My name is Tanya Fullington, and my date of birth is 7/29/1978.

My address is 3840 E. White Aster St., Phoenix, AZ, 85044, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of Arizona, on the 17 day of Jan, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/LANDSCAPE MAINTENANCE SERVICES FOR
CORINTH CITY HALL & PUBLIC SAFETY FACILITY

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
12. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 *AA* Add. No. 2 *AA* Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: *WCD Enterprises, LLC*

Principal Place of Business Address, City, State, Zip: *28150 N. Alma School Pkwy #103-452, Scottsdale, AZ*

Principal Place of Business Phone Number: *(480) 415-3416* Fax Number: *(480) 683-0011* *852e2*

AUTHORIZED REPRESENTATIVE:

Signature _____

Printed Name _____

Email Address _____

Date *1/17/19*

Title *Sales*

Phone *(480) 415-3416*

ADDENDUM #1

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

This form shall be signed and returned with your proposal.

Name: Tanya Fullington
Signature: 
Company: WCD Enterprises LLC
Title: Sales
Date: 1/17/19

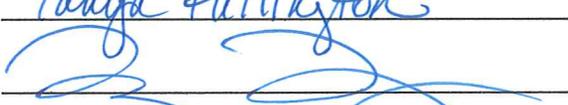
ADDENDUM #2

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

This form shall be signed and returned with your proposal.

Name: Tanya Fullington
Signature: 
Company: WCD Enterprises LLC
Title: Sales
Date: 1/22/19

WCD ENTERPRISES, LLC

28150 N. ALMA SCHOOL PKWY, #103-452

SCOTTSDALE, AZ 85262

480-415-3416 (o) 480-683-0011 (f) www.WCDEnterprisesLLC.com

wes.dryden@yahoo.com

Capability Statement

Company Name – Corporate Address - Officers

WCD Enterprises, LLC

28150 N. Alma School Pkwy #103-452, Scottsdale, AZ 85262

President – C.M. Dryden | Vice President – W.I. Dryden

Point of Contact & Contact Information

Wes Dryden, Vice President

Phone: 480.415.3416

Fax: 480.683.0011

Email: wes.dryden@yahoo.com

Business Type – LLC incorporated in Feb 2008 | Woman Owned (in process for certification)

Cage Code – 6QP83

Website – www.WCDEnterprisesLLC.com

Satellite Offices – Houston, Dallas/Fort Worth, Los Angeles

Business Identification Numbers

Tax ID: 77-0700940 | Duns Number 01-888-3190

Insurance

General Liability \$1 Million/\$2 Million | Fidelity Bond \$100,000 | Auto \$1 Million

Worker's Comp \$1 Million

Current Market Coverage & continuously expanding

AK, AL, AZ, CA, FL, IL, KS, LA, ME, MO, NM, NV, OK, TX, UT, WA, WY

WCD ENTERPRISES, LLC
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f) www.WCDEnterprisesLLC.com
wes.dryden@yahoo.com

ARIZONA MARKET SERVICES

Phoenix (entire Valley)	Bullhead City	Buckeye
Tucson	Morenci	Casa Grande
Duncan	Lake Havasu	Ft Mohave
Yuma	Page	Queen Creek
Flagstaff	Gila Bend	Kingman
Ehrenburg/Quartzsite	Snowflake	Douglas
Heber/Overgaard	Show Low	Wickenburg
Prescott/Prescott Valley	Globe	Golden Valley
Cottonwood	Springerville	Safford
Camp Verde	San Luis	Somerton
Parker	Sedona	Benson
Bisbee	Willcox	Payson
Sierra Vista	Ajo	Tuba City
Holbrook		

TEXAS MARKET SERVICES

Borger	Brownwood	Canton	Gatesville	Lufkin
Childress	Electra	Vernon	Leakey	Rosenberg
Seymour	Carthage	Hamlin	Stratford	San Antonio
Haskell	LaMesa	Lake Jackson	Canadian	Dickinson
Paris	San Angelo	Port O'Connor	Darrouzett	Abilene
Beaumont	Conroe	Plano	Uvalde	Kingsville
Ft Worth	Dallas	Houston	Galveston	Midland/Odessa
Van Horn	Perryton	Gruver	Harlingen	
Amarillo	Arlington	Irving	Gainesville	

Experience – 30 plus years in the commercial janitorial & landscaping/maintenance industry

Staffing

WCD Enterprises has a very low turnover rate and have a large number of applicants on our waiting list for employment. Ideal labor crew candidates have a minimum of 5 plus years industry experience and Management candidates have a minimum of 5 plus years industry experience.

New employees go through out Initial training program and all new hires must pass a background check. In addition, we cross-train employees and maintain an on-call pool of trained employees to fill in for illness and vacations, etc. For each job, we have a matching number of personnel as a backup pool in the vicinity in case they are needed.

WCD ENTERPRISES, LLC
28150 N. ALMA SCHOOL PKWY, #103-452, SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f) www.WCDEnterprisesLLC.com
wes.dryden@yahoo.com

Capabilities Statement - Continued

Qualifications

Our 30 plus years of industry experience is what sets us apart from our competition. In addition, our hands-on approach by owners and key managers coupled with our attention to detail and quality further enhance our service. We always keep our customer's needs as a top priority. Over the years we have perfected and customized our Quality Control and all of this is supported by our highly experienced management team and long-time janitorial and landscaping staff.

1. Contracts are Self-Performed
2. All equipment is owned
3. All Key Personnel have 10 to 20 years industry experience
4. Low Turnover Rate (most employees 10 plus years)
5. Large number of Current and Past Government clients (City, State, Federal)

Industries Served

Retail, Banking, Corporate, Health Care, Residential Communities, Government (City, County, State, Federal Agencies, Departments of Transportation)

Janitorial & Related Services Provided

- | | | |
|----------------------|--|-----------------------------|
| Blind Cleaning | Emergency Services | Pressure Washing |
| Carpet Care | Evening Services | Special Event Cleaning |
| Data Center Cleaning | Exterior Trash Pick Up | Strip & Wax |
| Day Cleaning | Green Cleaning | Upholstery Cleaning |
| Day Porters | Hard Floor Care | Windows Interior & Exterior |
| Dusting High/Low | * please ask if you do not see a required service here | |

Landscaping Maintenance & Related Services Provided

- | | | |
|-------------------------------|--------------------------------|-----------------------|
| Aeration | Irrigation System Maintenance | Seeding |
| Edging | Lawn De-Thatching | Shrub Care/Pruning |
| Fall Clean Up | Mowing | Soil Testing |
| Fertilization Programs | Mulching (all types) | Spring Clean Up |
| Ground Cover Care | Organic Weed & Pest Management | Stump Grinding |
| Hand Weeding | Palm Tree Trimming | Tree Pruning/Trimming |
| Insect Control | Plant Material Install | Tree Removal |
| Irrigation Start Up/Shut Down | Pre & Post Emergent | Turf Care |
| Irrigation System Maintenance | Seasonal Color | Weed Control |

Specialty Services Provided: Post-Construction Clean Up, Pressure Washing, Mobile Detailing

**SERVICE CONTRACT
ANNUAL CONTRACT FOR MOWING/LANDSCAPE MAINTENANCE SERVICES
FOR CORINTH CITY HALL & PUBLIC SAFETY FACILITY**

This Contract, is made and entered into this ___ day of _____, 2019 by and between WCD Enterprises, LLC, a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

This Contract shall commence beginning on the 1st day of March, 2019, and shall be in effect for a term of two (2) years, to expire at midnight, December 31, 2021, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for three (3) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Mowing/Landscape Maintenance Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid #1122, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges,

payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the**

indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1122.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Bob Hart
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Wes Dryden
Vice President
WCD Enterprises, LLC
28150 N Alma School Pkwy, #103-452
Scottsdale, AZ 85262

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.

- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

WCD ENTERPRISES LLC

Bob Hart, City Manager

Wes Dryden 1-29-2019

Wes Dryden, Vice President

ATTEST:

ATTEST:

 Kim Pence, City Secretary

 By: _____
 Title: _____

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Mowing Contract for Parks, R.O.W. and PW facility
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

Consider and act on award of contract with D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Rights of Way, parks and the Public Works Facility.

AGENDA ITEM SUMMARY/BACKGROUND

Corinth solicited sealed bids in January of 2019 for mowing services for parks, R.O.W. and the Public Works facility. Five bids were received and opened on January 23, 2019. D&D Commercial Landscape Management was the low bidder with a submission of \$149,556.60. D&D Commercial Landscape Management has performed mowing services for Corinth for three years and have done an excellent job. The following companies and bid prices are submitted below:

- D&D Commercial Landscape Management- \$149,556.60
- Weldon's Lawn & Tree Services LLC - \$161,856.00
- American Landscape Systems - \$180,263.52
- DeAngelo Brothers - \$201,033.00
- Denton Lawn and Sprinkler - \$244,194.12

RECOMMENDATION

Staff recommends award of bid and authorization for the City Manager to execute the contract with D&D Commercial Landscape Management.

Attachments

- Bid Tabulation
 - D&D Bid
 - D&D 1295 Form
 - D&D Contract
-

ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR CORINTH PARKS, FACILITIES & RIGHT OF WAY

1/23/2019

			VENDOR			VENDOR			VENDOR		
			Weldon's Lawn & Tree LLC			D&D Commercial Landscape Management			American Landscape Systems		
			Rockwall, TX			Dallas, TX			Lewisville, TX		
No.	Description	Est. Qty. Sq. Yd.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr
1	Area 1 Eagle Pass Park - Mowing, edging, trimming, and blowing/clipping removal as specified	8,580	\$0.0102	\$88.00	\$3,168.00	\$0.0089	\$76.36	\$2,748.96	\$0.01325	\$113.69	\$4,092.84
2	Area 2 Naughton Park - Mowing, edging, trimming, and blowing/clipping removal as specified	4,500	\$0.0115	\$52.00	\$1,872.00	\$0.0088	\$39.60	\$1,425.60	\$0.01325	\$59.63	\$2,146.68
3	Area 3 Kensington Park - Mowing, edging, trimming, and blowing/clipping removal as specified	11,680	\$0.0102	\$120.00	\$4,320.00	\$0.0068	\$79.42	\$2,859.12	\$0.01325	\$154.76	\$5,571.36
4	Area 4 Meadowview Park - Mowing, edging, trimming, and blowing/clipping removal as specified	21,000	\$0.0103	\$217.00	\$7,812.00	\$0.0095	\$199.50	\$7,182.00	\$0.01325	\$278.25	\$10,017.00
5	Area 5 Corinth Farms - Mowing, edging, trimming, and blowing/clipping removal as specified	12,640	\$0.0102	\$130.00	\$4,680.00	\$0.0079	\$99.86	\$3,594.96	\$0.01325	\$167.48	\$6,029.28
6	Area 6 Fairview Park - Mowing, edging, trimming, and blowing/clipping removal as specified	17,700	\$0.0102	\$182.00	\$6,552.00	\$0.0079	\$139.83	\$5,033.88	\$0.01325	\$234.53	\$8,443.08
7	Area 7 Thousand Oaks Park - Mowing, edging, trimming, and blowing/clipping removal as specified	15,900	\$0.0125	\$200.00	\$7,200.00	\$0.0075	\$119.25	\$4,293.00	\$0.01325	\$210.68	\$7,584.48
8	Area 8 Mulholland Park - Mowing, edging, trimming, and blowing/clipping removal as specified	7,070	\$0.0106	\$75.00	\$2,700.00	\$0.010	\$70.70	\$2,545.20	\$0.01325	\$93.68	\$3,372.48
9	Area 9 Public Works Facility - Mowing, edging, trimming, and blowing/clipping removal as specified	6,100	\$0.0131	\$80.00	\$2,880.00	\$0.011	\$67.10	\$2,415.60	\$0.01325	\$80.83	\$2,909.88
10	ROW Area 1 - Mowing, edging, trimming, and blowing/clipping removal as specified	27,090	\$0.0124	\$336.00	\$12,096.00	\$0.012	\$325.08	\$11,702.88	\$0.016	\$433.44	\$15,603.84
11	ROW Area 2 - Mowing, edging, trimming, and blowing/clipping removal as specified	12,602	\$0.0123	\$156.00	\$5,616.00	\$0.012	\$151.22	\$5,443.92	\$0.01325	\$166.98	\$6,011.28
12	ROW Area 3 - Mowing, edging, trimming, and blowing/clipping removal as specified	33,654	\$0.0123	\$417.00	\$15,012.00	\$0.012	\$403.85	\$14,538.60	\$0.01325	\$445.92	\$16,053.12
13	ROW Area 4 - Mowing, edging, trimming, and blowing/clipping removal as specified	14,290	\$0.0123	\$177.00	\$6,372.00	\$0.012	\$171.48	\$6,173.28	\$0.01325	\$189.34	\$6,816.24
14	ROW Area 5 - Mowing, edging, trimming, and blowing/clipping removal as specified	14,743	\$0.0123	\$182.00	\$6,552.00	\$0.012	\$176.92	\$6,369.12	\$0.01325	\$195.34	\$7,032.24
15	ROW Area 6 - Mowing, edging, trimming, and blowing/clipping removal as specified	4,694	\$0.0127	\$60.00	\$2,160.00	\$0.012	\$56.33	\$2,027.88	\$0.01325	\$62.20	\$2,239.20

			VENDOR			VENDOR			VENDOR		
			Weldon's Lawn & Tree LLC			D&D Commercial Landscape Management			American Landscape Systems		
			Rockwall, TX			Dallas, TX			Lewisville, TX		
No.	Description	Est. Qty. Sq. Yd.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr
16	ROW Area 7 - Mowing, edging, trimming, and blowing/clipping removal as specified	28,761	\$0.0123	\$356.00	\$12,816.00	\$0.012	\$345.13	\$12,424.68	\$0.01325	\$381.08	\$13,718.88
17	ROW Area 8 - Mowing, edging, trimming, and blowing/clipping removal as specified	3,883	\$0.0154	\$60.00	\$2,160.00	\$0.012	\$46.60	\$1,677.60	\$0.01325	\$51.45	\$1,852.20
18	ROW Area 9 - Mowing, edging, trimming, and blowing/clipping removal as specified	26,683	\$0.0123	\$330.00	\$11,880.00	\$0.012	\$320.20	\$11,527.20	\$0.01325	\$353.55	\$12,727.80
19	ROW Area 10 - Mowing, edging, trimming, and blowing/clipping removal as specified	16,308	\$0.0123	\$202.00	\$7,272.00	\$0.012	\$195.70	\$7,045.20	\$0.01325	\$216.08	\$7,778.88
20	ROW Area 11 - Mowing, edging, trimming, and blowing/clipping removal as specified	5,144	\$0.0126	\$65.00	\$2,340.00	\$0.012	\$61.73	\$2,222.28	\$0.01325	\$68.16	\$2,453.76
21	ROW Area 12 - Mowing, edging, trimming, and blowing/clipping removal as specified	4,285	\$0.0151	\$65.00	\$2,340.00	\$0.012	\$51.42	\$1,851.12	\$0.01325	\$56.78	\$2,044.08
22	ROW Area 13 - Mowing, edging, trimming, and blowing/clipping removal as specified	8,806	\$0.0126	\$111.00	\$3,996.00	\$0.012	\$105.67	\$3,804.12	\$0.01325	\$116.68	\$4,200.48
23	ROW Area 14 - Mowing, edging, trimming, and blowing/clipping removal as specified	3,139	\$0.0159	\$50.00	\$1,800.00	\$0.012	\$37.67	\$1,356.12	\$0.01325	\$41.59	\$1,497.24
24	ROW Area 15 - Mowing, edging, trimming, and blowing/clipping removal as specified	5,713	\$0.0131	\$75.00	\$2,700.00	\$0.012	\$68.56	\$2,468.16	\$0.01325	\$75.70	\$2,725.20
25	ROW Area 16 - Mowing, edging, trimming, and blowing/clipping removal as specified	57,321	\$0.0123	\$710.00	\$25,560.00	\$0.013	\$745.17	\$26,826.12	\$0.01325	\$759.50	\$27,342.00
TOTAL BID					\$161,856.00				\$149,556.60	\$180,263.52	
Signed proposal					Yes				Yes	Yes	
Addendum #1					Yes				Yes	Yes	
Cooperative Purchasing					Yes				Yes	Yes	

**In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal information. Proposals are in the evaluation process.

ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVIC

1/23/2019

			VENDOR			VENDOR		
			Denton Lawn Sprinkler			DeAngelo Bros.		
			Denton, TX			Houston, TX		
No.	Description	Est. Qty. Sq. Yd.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr
1	Area 1 Eagle Pass Park - Mowing, edging, trimming, and blowing/clipping removal as specified	8,580	\$0.017	\$145.86	\$5,250.96	\$0.015	\$128.70	\$4,633.20
2	Area 2 Naughton Park - Mowing, edging, trimming, and blowing/clipping removal as specified	4,500	\$0.017	\$76.50	\$2,754.00	\$0.015	\$67.50	\$2,430.00
3	Area 3 Kensington Park - Mowing, edging, trimming, and blowing/clipping removal as specified	11,680	\$0.017	\$198.56	\$7,148.16	\$0.015	\$175.20	\$6,307.20
4	Area 4 Meadowview Park - Mowing, edging, trimming, and blowing/clipping removal as specified	21,000	\$0.017	\$357.00	\$12,852.00	\$0.015	\$315.00	\$11,340.00
5	Area 5 Corinth Farms - Mowing, edging, trimming, and blowing/clipping removal as specified	12,640	\$0.017	\$214.88	\$7,735.68	\$0.015	\$189.60	\$6,825.60
6	Area 6 Fairview Park - Mowing, edging, trimming, and blowing/clipping removal as specified	17,700	\$0.017	\$300.90	\$10,832.40	\$0.015	\$265.50	\$9,558.00
7	Area 7 Thousand Oaks Park - Mowing, edging, trimming, and blowing/clipping removal as specified	15,900	\$0.017	\$270.30	\$9,730.80	\$0.015	\$238.50	\$8,586.00
8	Area 8 Mulholland Park - Mowing, edging, trimming, and blowing/clipping removal as specified	7,070	\$0.017	\$120.19	\$4,326.84	\$0.015	\$106.05	\$3,817.80
9	Area 9 Public Works Facility - Mowing, edging, trimming, and blowing/clipping removal as specified	6,100	\$0.017	\$103.70	\$3,733.20	\$0.015	\$91.50	\$3,294.00
10	ROW Area 1 - Mowing, edging, trimming, and blowing/clipping removal as specified	27,090	\$0.018	\$487.62	\$17,554.32	\$0.015	\$406.35	\$14,628.60
11	ROW Area 2 - Mowing, edging, trimming, and blowing/clipping removal as specified	12,602	\$0.02	\$252.04	\$9,073.44	\$0.015	\$189.03	\$6,805.08
12	ROW Area 3 - Mowing, edging, trimming, and blowing/clipping removal as specified	33,654	\$0.018	\$605.77	\$21,807.72	\$0.015	\$504.81	\$18,173.16
13	ROW Area 4 - Mowing, edging, trimming, and blowing/clipping removal as specified	14,290	\$0.02	\$285.80	\$10,288.80	\$0.015	\$214.35	\$7,716.60
14	ROW Area 5 - Mowing, edging, trimming, and blowing/clipping removal as specified	14,743	\$0.02	\$294.86	\$10,614.96	\$0.015	\$221.14	\$7,961.04
15	ROW Area 6 - Mowing, edging, trimming, and blowing/clipping removal as specified	4,694	\$0.02	\$93.88	\$3,379.68	\$0.015	\$70.41	\$2,534.76

			VENDOR			VENDOR		
			Denton Lawn Sprinkler			DeAngelo Bros.		
			Denton, TX			Houston, TX		
No.	Description	Est. Qty. Sq. Yd.	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr	Price per Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 36 mowings/yr
16	ROW Area 7 - Mowing, edging, trimming, and blowing/clipping removal as specified	28,761	\$0.018	\$517.69	\$18,636.84	\$0.015	\$431.41	\$15,530.76
17	ROW Area 8 - Mowing, edging, trimming, and blowing/clipping removal as specified	3,883	\$0.02	\$77.66	\$2,795.76	\$0.015	\$58.24	\$2,096.64
18	ROW Area 9 - Mowing, edging, trimming, and blowing/clipping removal as specified	26,683	\$0.018	\$480.29	\$17,290.44	\$0.015	\$400.24	\$14,408.64
19	ROW Area 10 - Mowing, edging, trimming, and blowing/clipping removal as specified	16,308	\$0.02	\$326.16	\$11,741.76	\$0.015	\$244.62	\$8,806.32
20	ROW Area 11 - Mowing, edging, trimming, and blowing/clipping removal as specified	5,144	\$0.02	\$102.88	\$3,703.68	\$0.015	\$77.16	\$2,777.76
21	ROW Area 12 - Mowing, edging, trimming, and blowing/clipping removal as specified	4,285	\$0.02	\$85.70	\$3,085.20	\$0.015	\$64.27	\$2,313.72
22	ROW Area 13 - Mowing, edging, trimming, and blowing/clipping removal as specified	8,806	\$0.02	\$176.12	\$6,340.32	\$0.015	\$132.09	\$4,755.24
23	ROW Area 14 - Mowing, edging, trimming, and blowing/clipping removal as specified	3,139	\$0.02	\$62.78	\$2,260.08	\$0.015	\$47.08	\$1,694.88
24	ROW Area 15 - Mowing, edging, trimming, and blowing/clipping removal as specified	5,713	\$0.02	\$114.26	\$4,113.36	\$0.015	\$85.69	\$3,084.84
25	ROW Area 16 - Mowing, edging, trimming, and blowing/clipping removal as specified	57,321	\$0.018	\$1,031.77	\$37,143.72		\$859.81	\$30,953.16
TOTAL BID					\$244,194.12			\$201,033.00
	Signed proposal				Yes			Yes
	Addendum #1				Yes			Yes
	Cooperative Purchasing				Yes			Yes
**In case of calculation error, unit pricing shall prevail.								
This sheet contains preliminary, unaudited proposal information.								



**INVITATION TO BID FOR
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR CORINTH
PARKS, FACILITIES & RIGHT OF WAY**

**BID #1121
CITY OF CORINTH, TEXAS**

IMPORTANT DATES:

ITB Issue Date:	Tuesday, January 8, 2019
ITB Publication Dates:	January 8, 2019 & January 15, 2019
Questions Deadline:	Friday, January 18, 2019 @ 9:00 AM CST
Bid Due Date and Time:	Wednesday, January 23, 2019 @ 10:00 AM CST

***Please note: City offices are closed January 21st due to the holiday. This is also a US Postal Service mail holiday.**

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) 498-3286

Sealed bids shall be clearly marked "BID #1121-ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR CORINTH PARKS, FACILITIES & RIGHT OF WAY" DO NOT OPEN UNTIL 10:00 AM JANUARY 23, 2018" 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 B 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. The City does not accept oral, telephone, facsimile or electronic bids. **Bids submitted orally, by phone, fax or electronically will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

January 14, 2019

Annual Contract for Mowing/Maintenance Services for Corinth
Parks, Facilities, & Right of Way

BID #1121

PROPOSALS DUE:

WEDNESDAY, JANUARY 23, 2019 10:00 AM CST

ADDENDUM #1

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

This form shall be signed and returned with your proposal.

Name: Dave Myers
Signature: 
Company: DD Commercial Landscape Management
Title: Director of Operations
Date: 1/14/19

The following are the responses to the questions received, which we have answered in red.

1. I wanted to know if I could get a copy of the public record for the previous landscape maintenance for the services provided to parks, city hall, etc? I am interested in the current vendor and contract price.

Parks - Weldon's Land and Tree LLC:

Eagle Pass: \$75.00 per service
Naughton Park: \$40.00 per service
Kensington Park: \$80.00 per service
Meadowview Park: \$200.00 per service
Corinth Farms Park: \$100.00 Per service
Fairview Park: \$140.00 per service
Thousand Oaks Park: \$120.00 per service
Mulholland Park: \$70.00 per service

Facilities – Weldon's Lawn and Tree LLC:

City Hall: \$100.00 per service for mowing. Currently there is no landscape maintenance.
Public Works: \$70.00 per service

Public Safety Facility – Southern Services

\$1192.75 per month for mowing/landscape services

Right of Way – D&D Commercial Landscape (will be increased from 12 to 16 areas):

Area 1: \$352.43 per service
Area 2: \$163.33 per service
Area 3: \$435.94 per service
Area 4: \$185.77 per service
Area 5: \$192.99 per service
Area 6: \$61.63 per service
Area 7: \$391.95 per service
Area 8: \$54.73 per service
Area 9: \$329.23 per service
Area 10: \$212.00 per service
Area 11: \$66.87 per service
Area 12: \$103.83 per service

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

1. INTRODUCTION

The City of Corinth (City) is requesting bids for an annual contract for mowing/maintenance services for Corinth parks, facilities and right of way as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder will be awarded a two (2) year contract, effective from date of award or notice to proceed as determined by the City. At the City's option and approval by the Contractor, the contract may be renewed for three additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period. The anticipated contract effective date is March 1, 2019.

If the City exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

The City of Lake Dallas, Town of Hickory Creek, and Town of Shady Shores have expressed an interest in participating in the services awarded on this bid. The City of Corinth does not guarantee their participation. All purchases by Governmental Entities other than the City of Corinth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Corinth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the City of Corinth. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor. **Bidder must check YES in the Cooperative Purchasing Section on Page 44 to allow other governmental entities to participate in this contract.**

2. SPECIFICATIONS/SCOPE OF SERVICES

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.
4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.
5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
6. The Contractor shall not recover from the City of Corinth the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing/maintenance assignments regardless of the condition of the property.
7. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
8. The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
9. Invoices for service shall contain at least the following information:
 - Service Date
 - Description of Services and Material provided
 - Total Amount
10. The City reserves the right to add locations at the same prices proposed.



EXHIBIT-1



Eagle Pass Park 8,580 SY



Naughton Park 4,500 SY.

ENCHANTED OAKS CIR









Fairview Park 17,700 SY



Thousand Oaks Park 15,900 SY

Lake Dallas

SPANISH OAK CIR

SPANISH OAK DR



Mulholland Park 7,070 SY



Public Works Facility 6,100 SY

N CORINTH ST

City of Corinth
Mow Contract

Total R.o.W.
to be mowed
267,116 sq. yd.

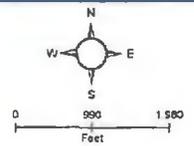
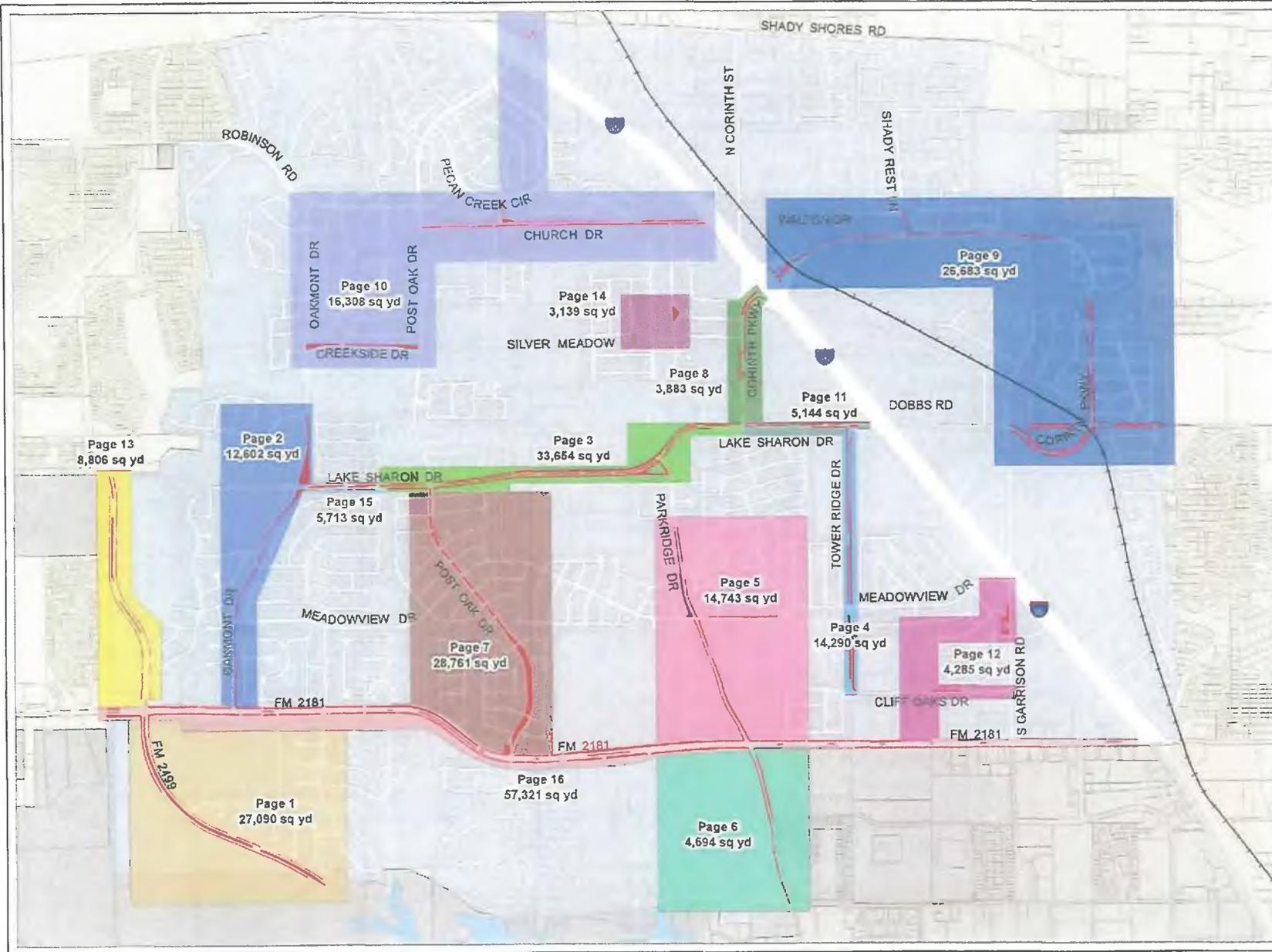
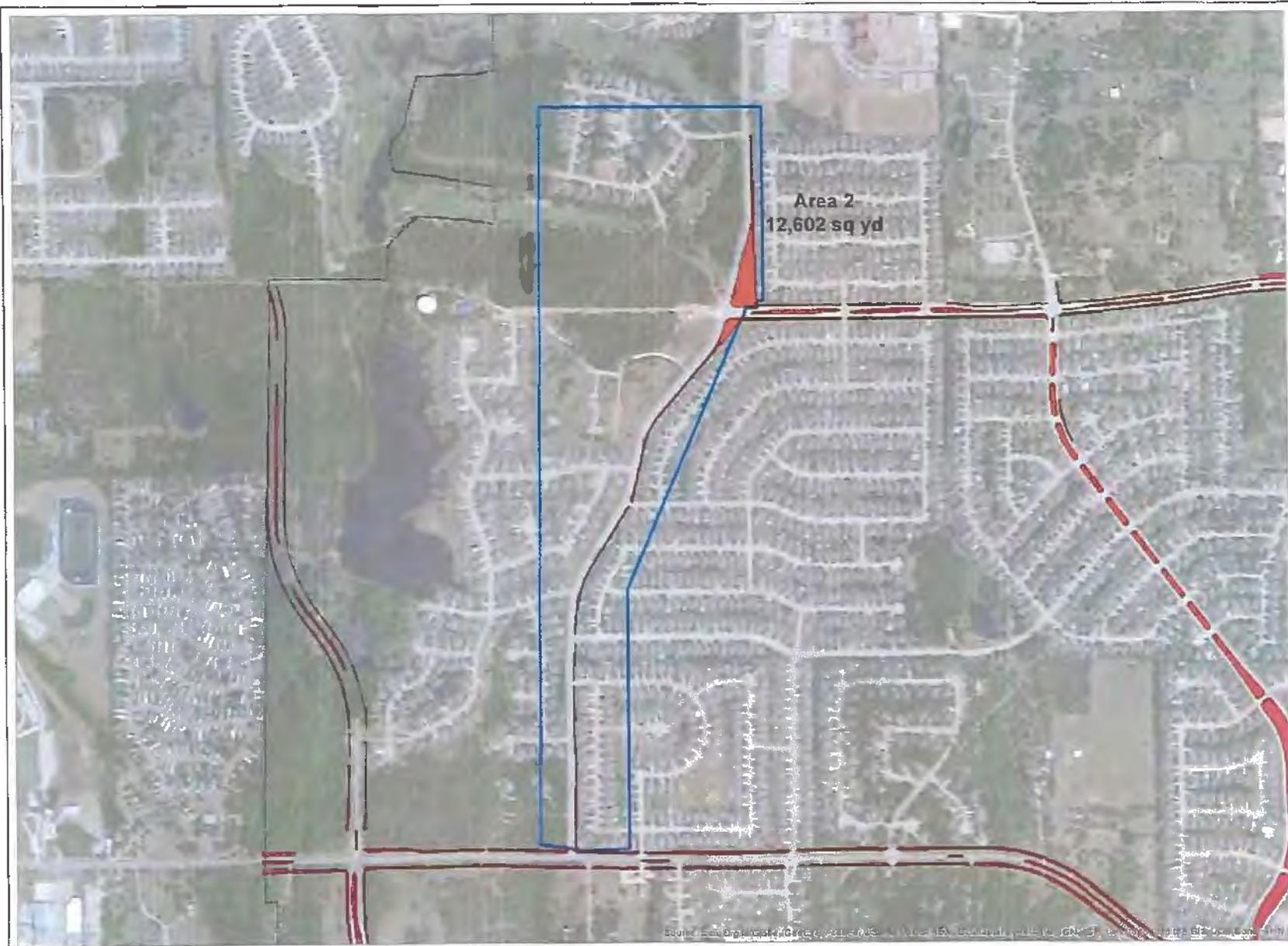


EXHIBIT-11

Area 2

12,602 sq yd

Updated in 2017 for FM 2181 change



Legend

-  Current Area to be Mowed
-  Current Mow Calculation Area





City of Corinth
Mow Contract

Area 3

33,654 sq yd
Updated Nov. 2018

Area 3
33,654 sq yd

- Legend**
- Current Area to be Mowed
 - Current Mow Calculation Area

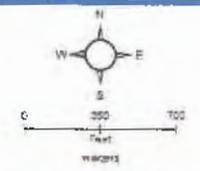


EXHIBIT-14

City of Corinth
Mow Contract

Area 4

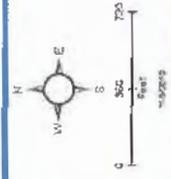
14,290 sq yd



Legend

Current Area to be Mowed

Current Mow Calculation Area



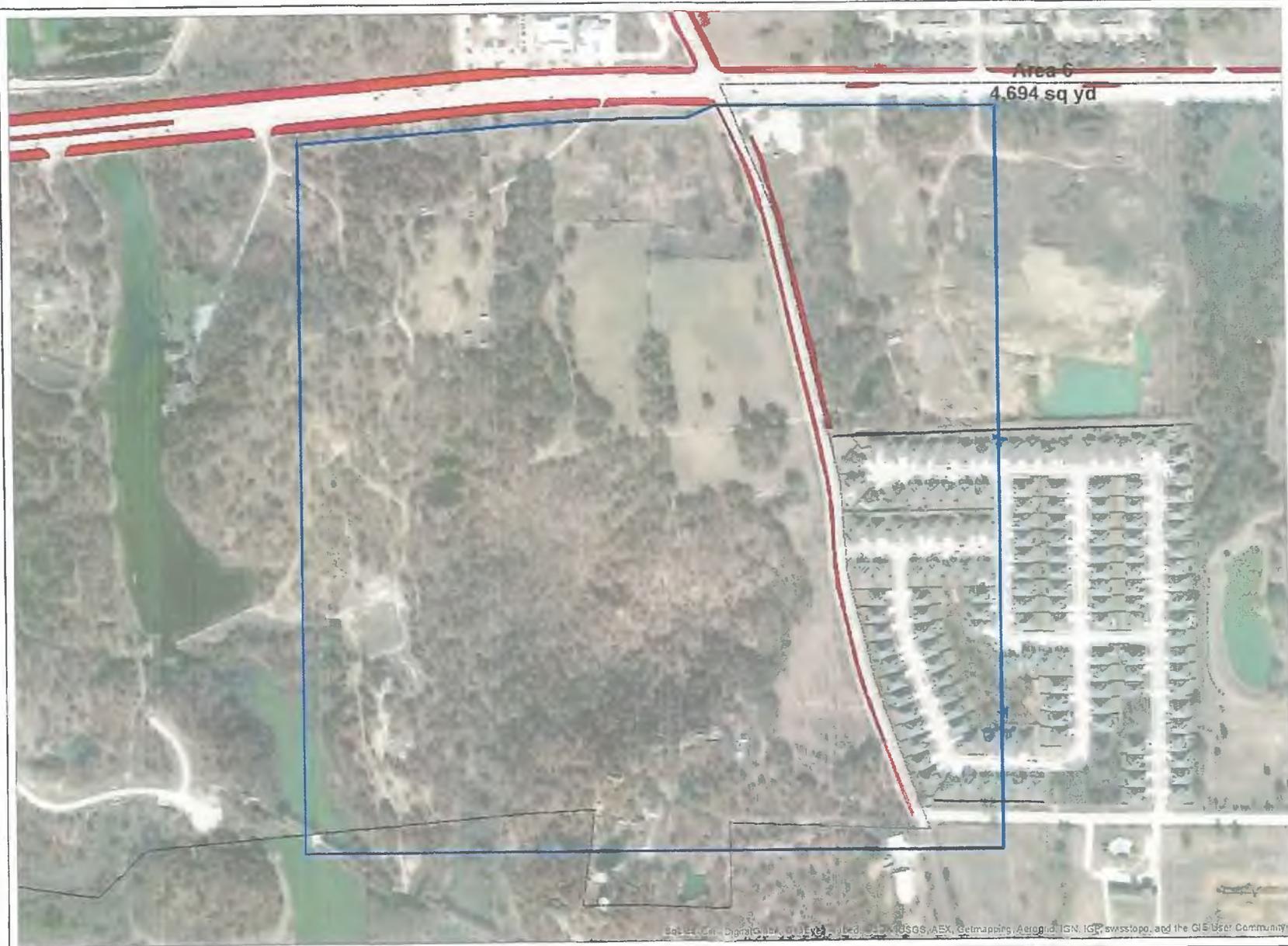
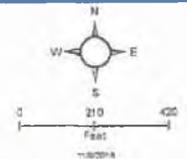
Area 6

4,694 sq yd

Updated in 2017 for FM 2181 change

Legend

-  Current Area to be Mowed
-  Current Mow Calculation Area



Map created using Esri ArcGIS Online, Esri, DeLorme, Garmin, Bing, Google, Microsoft, OpenStreetMap, and the GIS User Community



Area 7
28,764 sq yd

City of Corinth
Mow Contract

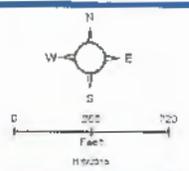
Area 7

28,764 sq yd

2017 Update: New Street Alignment

Legend

- Current Area to be Mowed
- Current Mow Calculation Area



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EXHIBIT-16

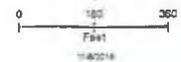
Area 8

3,883 sq yd
I-35E service RoW added



Legend

-  Current Area to be Mowed
-  Current Mow Calculation Area



Area 9

26,683 sq yd

Change 2017, 2018 : Contract #2

Legend

 Current Area to be Mowed

 Current Mow Calculation Area



Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AZE, Getmapping, Aerio, IGN, Swire, WorldView, and the GIS User Community

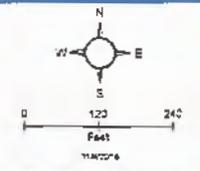
Area 11

5,144 sq yd



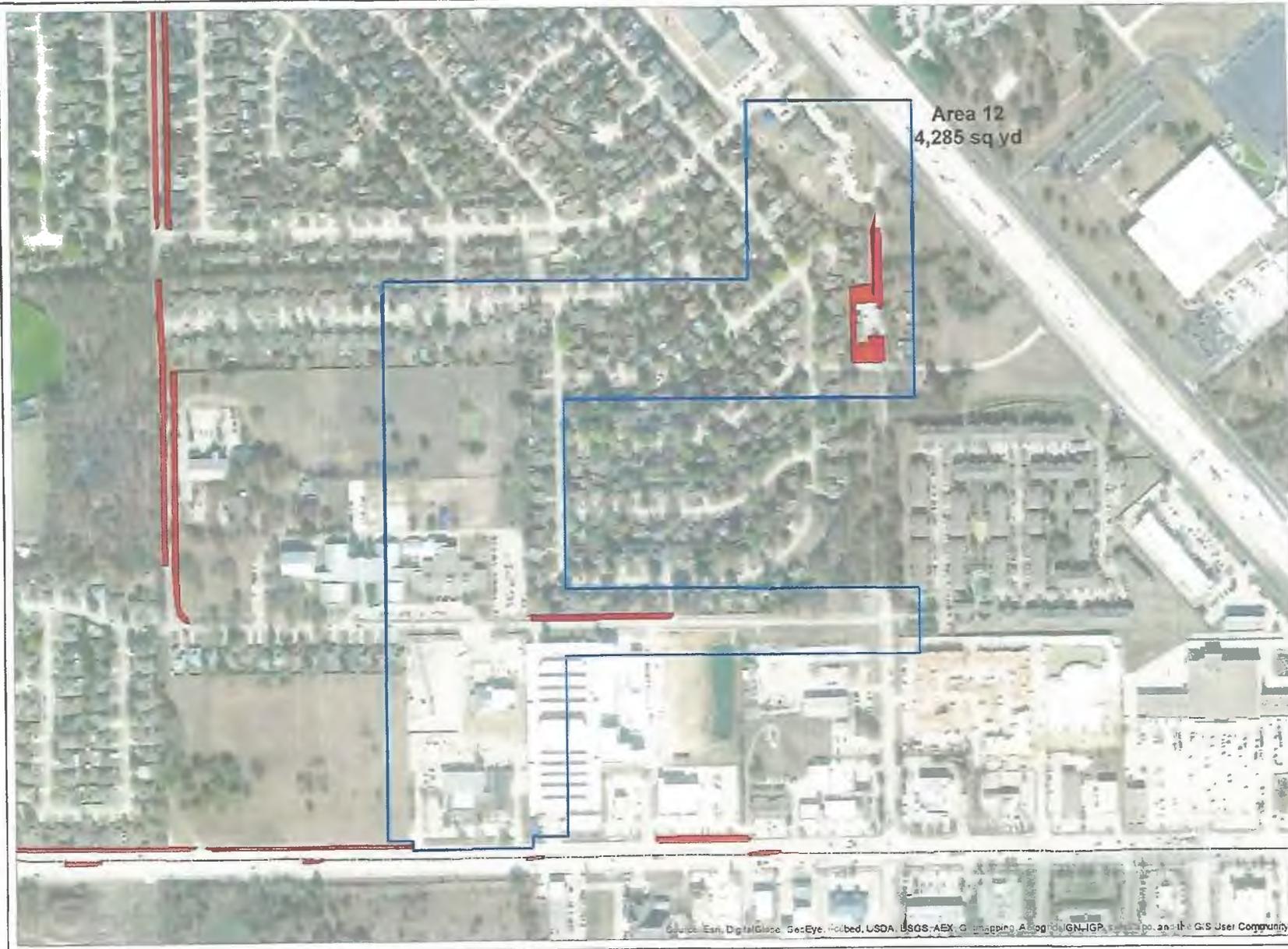
Legend

-  Current Area to be Mowed
-  Current Mow Calculation Area



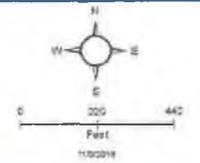
Area 12

4,285 sq yd
2018 - Moved PS to New Contract



Legend

-  Current Area to be Mowed
-  Current Mow Calculation Area





City of Corinth
Mow Contract

Area 13

8,806 sq yd
Added 2017

Legend

- Current Area to be Mowed
- Current Mow Calculation Area

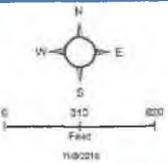
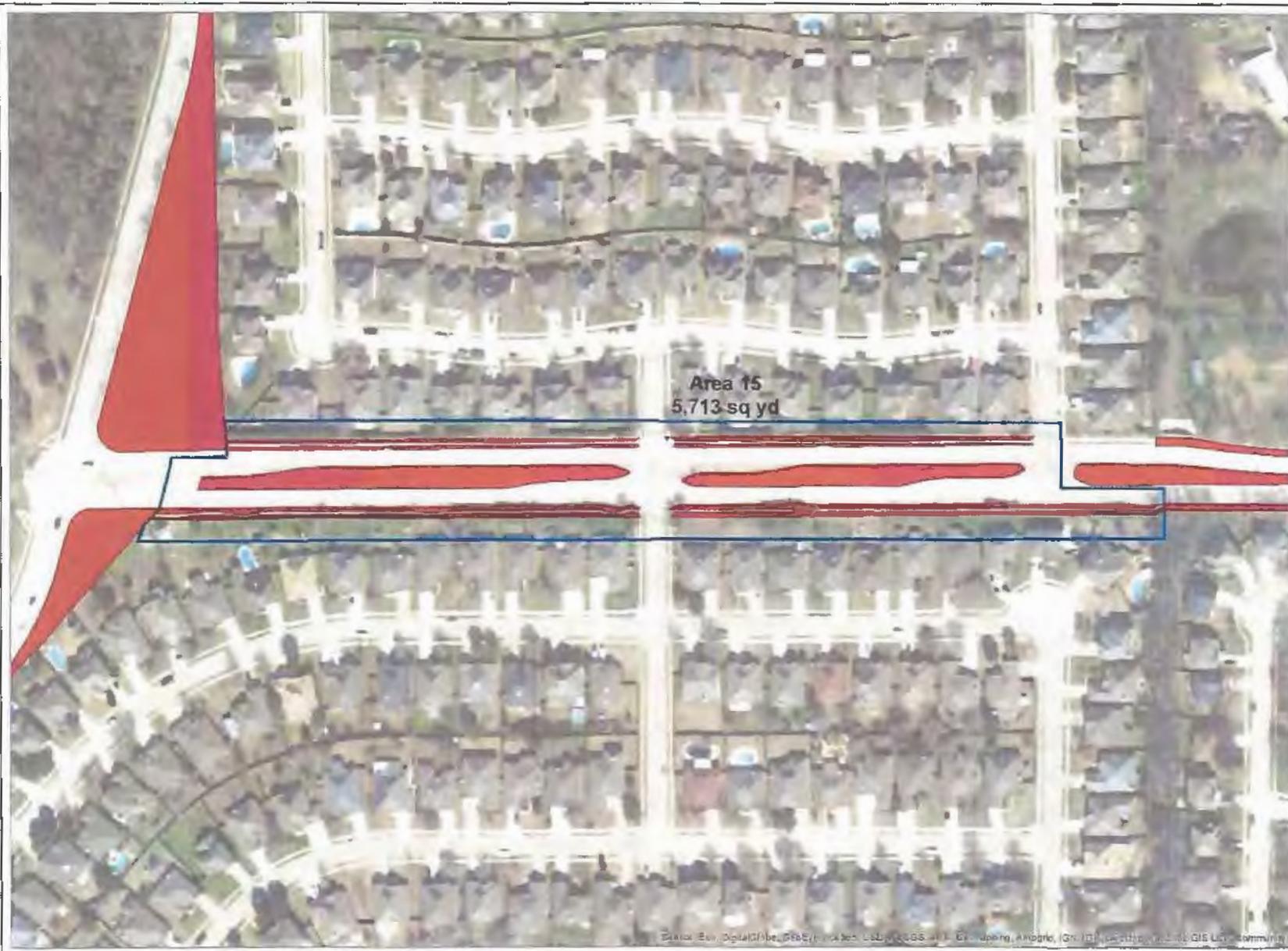


EXHIBIT-24

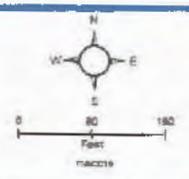
Area 15

5,713 sq yd
Added 2017



Legend

-  Current Area to be Mowed
-  Current Mow Calculation Area



Source: Esri, DigitalGlobe, GeoEye, Earthstar (NGS), Earthstar, AeroGRID, IGN, US Department of the Interior, USGS AeroGRID, IGN, US Department of the Interior, USGS Landsat

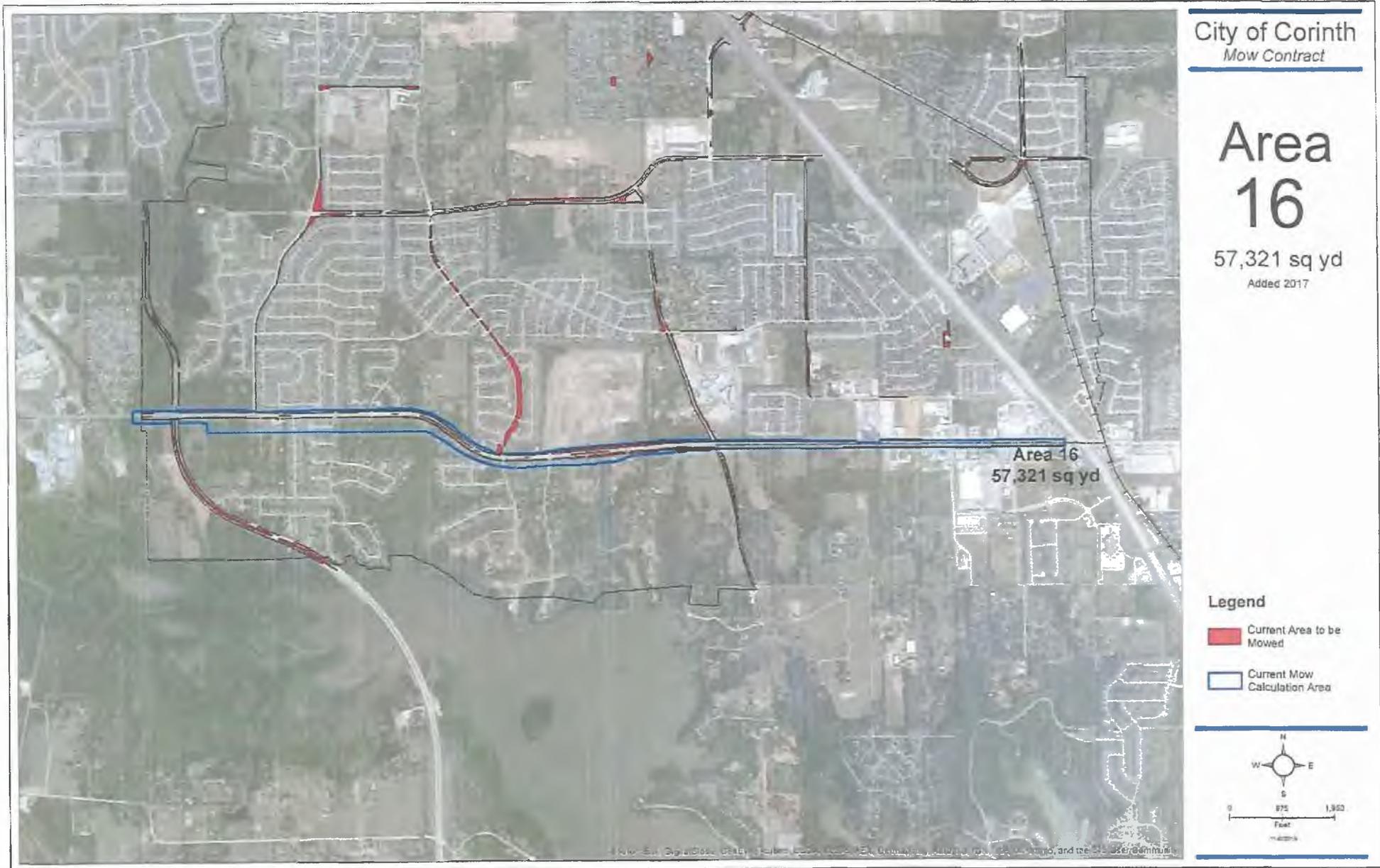


EXHIBIT-27

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY



APPENDIX A

GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

A. GENERAL INFORMATION

1. **Confidentiality:** Information contained in the ITB is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this ITB.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
 - A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
 - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal 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 Insurance may subject the proposal 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.

7. 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

CITY OF CORINTH BID #1121
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- 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.
- 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.

CITY OF CORINTH BID #1121
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CORINTH PARKS, FACILITIES & RIGHT OF WAY

- 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 7.1.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.

7.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: *Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.*
- B. **Minimum Limits of Insurance:**
 - 1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 7.A.1.
 - 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: \$500,000 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.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal 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, clarifications, or changes to this Request for Proposals 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 Respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. **ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth'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. **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.**
- E. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. **AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the bidder.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides good or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

1. The purchase price;
 2. The reputation of the bidder and of the bidder's goods or services;
 3. The quality of the bidder's goods or services
 4. The extent to which the goods or services meet the City's needs;
 5. The bidder's past relationship with the City;
 6. The total long-term cost to the City to acquire the bidder's goods or services;
 7. Any relevant criteria specifically listed herein.
- 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 respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent 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 of Corinth unless specifically approved, or requested by the Contract Administrator.
 - I. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
 - J. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
 - K. **CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, 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 of Corinth, Texas and the successful contractor.
 - L. **CONTRACT ENFORCEMENT:**
 1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this Request for Proposal. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, 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. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas 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 Request for Proposal (or required by law) to be given to the successful contractor by the City of Corinth, Texas 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, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
 4. The successful contractor and the City of Corinth, Texas 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 RFP and the UCC, the RFP will control.
- M. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- N. **EQUAL OPPORTUNITY:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- O. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents 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 proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent 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.
- P. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent'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 respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- Q. **FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth 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*.
- R. **INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.
- S. **INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- T. **LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth 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 Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3286.
- U. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
 - b. Be able to comply with the instructions, specifications, terms and conditions.
 - c. Have a satisfactory record of performance.
 - d. Have a satisfactory record of integrity and ethics.
 - e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- V. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

CITY OF CORINTH BID #1121
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- W. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- X. 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.
- Y. 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 vendor'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 of Corinth, Texas.
- Z. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- AA. REFERENCES:** The City of Corinth requests Respondent to supply, with its RFP, 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 respondent. 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.
- BB. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are 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.
- CC. REQUIRED DOCUMENTATION:** In response to this request for proposals, all documentation required by this RFP must be provided.
- DD. SALES TAX:** The City of Corinth 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 of Corinth, Texas 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 said taxes or other debts against the same.
- II. TERMINATION FOR DEFAULT:** The City of Corinth 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 of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- 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 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract 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 of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- LL. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent'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 so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT. EST. 36 MOWINGS/YEAR
1	8,580 sq yd	Area 1 Eagle Pass Park \$.0089 per square yard	\$ 76.36	\$ 2,748.96
2	4,500 sq yd	Area 2 Naughton Park \$.0088 per square yard	\$ 39.60	\$ 1,425.60
3	11,680 sq yd	Area 3 Kensington Park \$.0068 per square yard	\$ 79.42	\$ 2,853.12
4	21,000 sq yd	Area 4 Meadowview Park \$.0095 per square yard	\$199.50	\$ 7,182.00
5	12,640 sq yd	Area 5 Corinth Farms \$.0079 per square yard	\$99.86	\$ 3,594.96
6	17,700 sq yd	Area 6 Fairview Park \$.0079 per square yard	\$139.83	\$ 5,033.88
7	15,900 sq yd	Area 7 Thousand Oaks Park \$.0075 per square yard	\$ 119.25	\$4,293.00
8	7,070 sq yd	Area 8 Mulholland Park \$.010 per square yard	\$ 70.70	\$ 2,545.20
9	6,100 sq yd	Area 9 Public Works Facility \$.011 per square yard	\$ 67.10	\$ 2,415.60
10	27,090 sq yd	ROW Area 1 \$.012 per square yard	\$325.08	\$ 11,702.88
11	12,602 sq yd	ROW Area 2 \$.012 per square yard	\$151.22	\$5,443.92
12	33,654 sq yd	ROW Area 3 \$.012 per square yard	\$ 403.85	\$ 14,538.60
13	14,290 sq yd	ROW Area 4 \$.012 per square yard	\$ 171.48	\$6,173.28

CITY OF CORINTH BID #1121
 ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
 CORINTH PARKS, FACILITIES & RIGHT OF WAY

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT. EST. 36 MOWINGS/YEAR
14	14,743 sq yd	ROW Area 5 \$.012 per square yard	\$176.92	\$6,369.12
15	4,694 sq yd	ROW Area 6 \$.012 per square yard	\$ 56.33	\$ 2,027.88
16	28,761 sq yd	ROW Area 7 \$.012 per square yard	\$345.13	\$12,424.68
17	3,883 sq yd	ROW Area 8 \$.012 per square yard	\$ 46.60	\$ 1,677.60
18	26,683 sq yd	ROW Area 9 \$.012 per square yard	\$320.20	\$11,527.20
19	16,308 sq yd	ROW Area 10 \$.012 per square yard	\$195.70	\$7,045.20
20	5,144 sq yd	ROW Area 11 \$.012 per square yard	\$ 61.73	\$ 2,222.28
21	4,285 sq yd	ROW Area 12 \$.012 per square yard	\$ 51.42	\$ 1,851.12
22	8,806 sq yd	ROW Area 13 \$.012 per square yard	\$105.67	\$3,804.12
23	3,139 sq yd	ROW Area 14 \$.012 per square yard	\$ 37.67	\$ 1,356.12
24	5,713 sq yd	ROW Area 15 \$.012 per square yard	\$ 68.56	\$ 2,468.16
25	57,321 sq yd	ROW Area 16 \$.013 per square yard	\$ 745.17	\$ 26,826.12
			TOTAL BID	\$ 149,556.60

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____ N/A _____
REPRESENTATIVE: _____ N/A _____
ADDRESS: _____ N/A _____
CITY, STATE, ZIP: _____ N/A _____
TELEPHONE NO. _____ N/A _____ FAX NO. _____ N/A _____

Indicate all that apply:

- Minority-Owned Business Enterprise
 Women-Owned Business Enterprise
 Disadvantaged Business Enterprise

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

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: The City of Denton
LOCATION: Denton Texas
CONTACT PERSON AND TITLE: Josh Mullen
TELEPHONE NUMBER: 940-367-8702
SCOPE OF WORK: ROW mowing and litter removal
CONTRACT PERIOD: 2015 - 2019

REFERENCE TWO

GOVERNMENT/COMPANY NAME: The City of Rowlett
LOCATION: Rowlett Texas
CONTACT PERSON AND TITLE: Ricky Harris
TELEPHONE NUMBER: 972-412-6264
SCOPE OF WORK: Mowing medians, ROW's and facilities
CONTRACT PERIOD: 2017 -2021

REFERENCE THREE

GOVERNMENT/COMPANY NAME: The City of Sanger
LOCATION: Sanger Texas
CONTACT PERSON AND TITLE: James Berman
TELEPHONE NUMBER: 940-458-2059
SCOPE OF WORK: Mowing ROW's , parks and facilities
CONTRACT PERIOD: 2015 - 2019

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

COPY OF SIGNED 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 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.

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

Certificate Number:
2019-439709

Date Filed:
01/09/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DD Commercial Landscape Management
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Corinth

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.

1121
Mowing / Maintenance services for parks, facilities and right of way

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

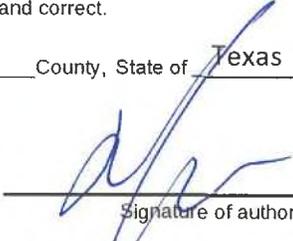
6 UNSWORN DECLARATION

My name is Dave Myers, and my date of birth is 6/30/69

My address is 1529 Cherokee Rose Trail, Savannah, TX, 76227, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of 01, 20 19
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

SERVICE CONTRACT
_____ SERVICES

This Contract, is made and entered into this ___ day of _____, 2016 by and between _____, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

This Contract shall commence beginning on the _____ day of _____, 2019, and shall be in effect for a term of two (2) years, to expire at midnight, _____, 2021, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for three (3) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform _____ Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Request for Proposal/Invitation to Bid #1121, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

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

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1121.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Bob Hart
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Contact Name
Title
Company Name
Address
City, State, Zip

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations; including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.

CITY OF CORINTH BID #1121
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES FOR
CORINTH PARKS, FACILITIES & RIGHT OF WAY

- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

CONTRACTOR NAME

Bob Hart, City Manager

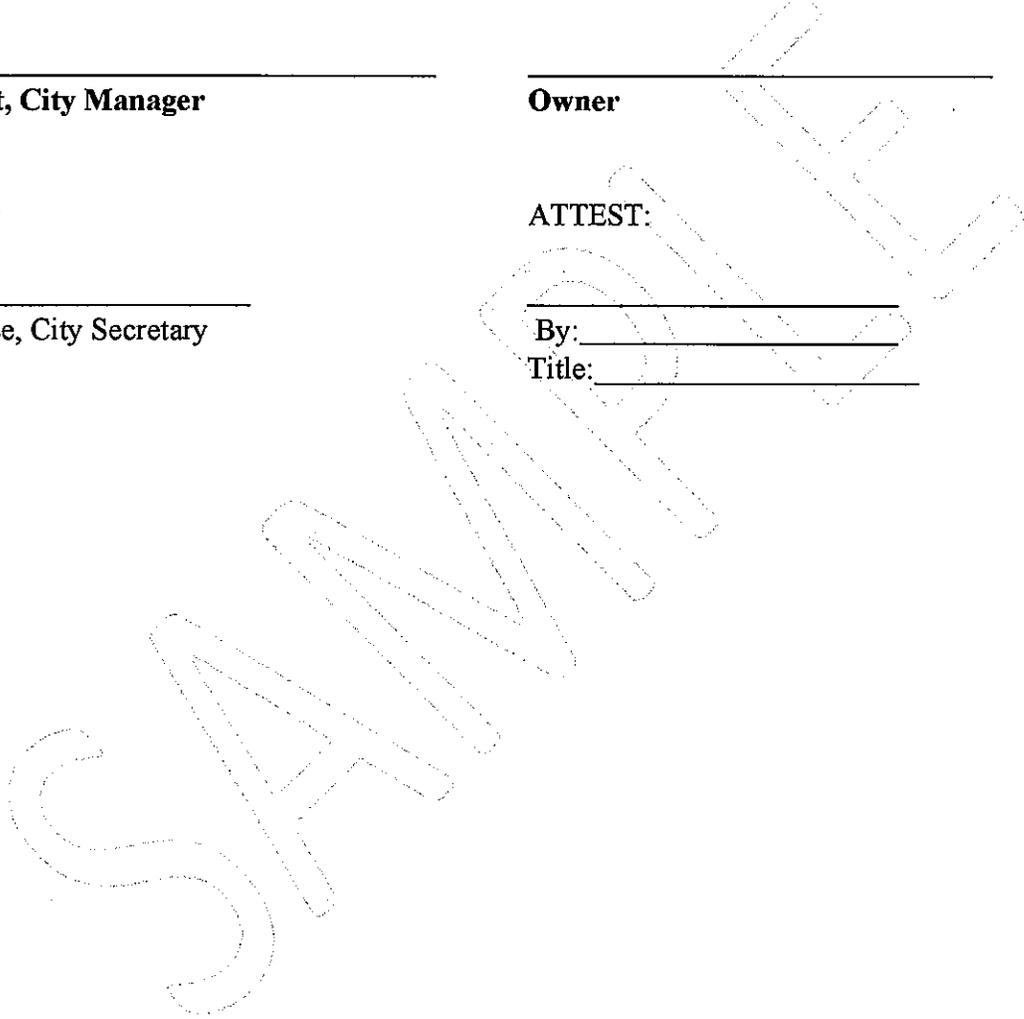
Owner

ATTEST:

ATTEST:

Kim Pence, City Secretary

By: _____
Title: _____



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

Certificate Number:
2019-439709

Date Filed:
01/09/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DD Commercial Landscape Management
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Corinth

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.

1121
Mowing / Maintenance services for parks, facilities and right of way

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

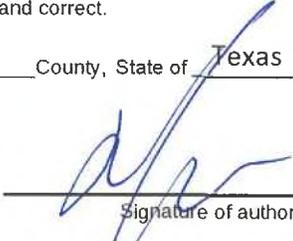
6 UNSWORN DECLARATION

My name is Dave Myers, and my date of birth is 6/30/69

My address is 1529 Cherokee Rose Trail, Savannah, TX, 76227, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of 01, 20 19
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**SERVICE CONTRACT
ANNUAL CONTRACT FOR MOWING/MAINTENANCE SERVICES
FOR CORINTH PARKS, FACILITIES, & RIGHT OF WAY**

This Contract, is made and entered into this 21 day of February, 2019 by and between **DD Commercial Landscape Services**, a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

This Contract shall commence beginning on the 1st day of March, 2019, and shall be in effect for a term of two (2) years, to expire at midnight, December 31, 2021, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for three (3) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Mowing/Maintenance Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid #1121, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges,

payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the**

indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1121.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Bob Hart	Contact Name	Dave Myers
City Manager	Title	Director of Operations
City of Corinth	Company Name	DD Commercial Landscape Maintenance
3300 Corinth Parkway	Address	PO Box 741236
Corinth, TX 76208	City, State, Zip	Dallas Texas 75374

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.

- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

DD Commercial Landscape Services

Bob Hart, City Manager

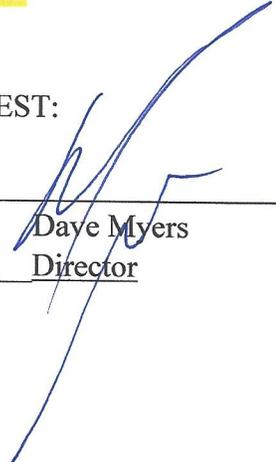


Owner

ATTEST:

ATTEST:

 Kim Pence, City Secretary



 By: Dave Myers
 Title: Director

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Finance Audit Committee
Submitted For: Bob Hart, City Manager

Submitted By: Lee Ann Bunselmeyer,
Director

City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider approval of an ordinance of the City of Corinth, Texas, amending Chapter 33 of the Corinth Code of Ordinances, establishing the Finance Audit Committee, merging the duties, responsibilities, and membership of the Investment Committee with those of the Audit Committee; establishing its membership, procedures and terms of office; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

On April 16, 2015, the Council established a citizen Finance Audit Committee. The new committee merged the duties, responsibilities, and membership of the Investment Committee with the Audit Committee and added representation from the community. The committee consisted of six members: Two Councilmembers, City Manager, Director of Finance, and Two community representatives.

On October 4, 2018, the committee structure was modified to replace the City Manager and Director of Finance as permanent members with the Mayor. This would allow the audit committee to fulfill its responsibilities of providing an independent review and oversight of the government's financial reporting processes, internal controls, and financial statements.

During the review of the Investment Policies in January 2019, the City Council requested modifications to the ordinance. The changes are included in the ordinance attached.

RECOMMENDATION

Staff recommends approval of the Ordinance amending Chapter 33 of the Corinth Code of Ordinances.

Attachments

Ordinance

ORDINANCE NO.19-02-21-

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 33 OF THE CORINTH CODE OF ORDINANCES, ESTABLISHING THE FINANCE AUDIT COMMITTEE, MERGING THE DUTIES, RESPONSIBILITIES, AND MEMBERSHIP OF THE INVESTMENT COMMITTEE WITH THOSE OF THE AUDIT COMMITTEE; ESTABLISHING ITS MEMBERSHIP, PROCEDURES AND TERMS OF OFFICE; AMENDING THE CITY OF CORINTH INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has determined it is in the best interest of the citizens of Corinth to merge the Investment Committee and the Audit Committee and to include members of the community in furtherance of its goal of providing transparency; and

WHEREAS, to accomplish that goal, the Finance Audit Committee is to be created and regulated as provided herein.

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

SECTION I.

That Title III of Chapter 33 of the Code of Ordinances of the City of Corinth, Texas, is amended to add a new article, to be entitled "Finance Audit Committee", which article shall hereafter be and read as follows:

"FINANCE AUDIT COMMITTEE"

§ 33.100 CREATION

There is hereby created the Finance Audit Committee as an advisory committee of the City.

§ 33.101 PURPOSE AND DUTIES

The purpose of the Committee is to assist the City Council in fulfilling its oversight responsibilities for the annual audit process, the development of financial policies and procedures, Investment transactions and reports, and the system of internal controls. The Committee shall have the following responsibilities:

- 1) Advise the City Council and management on the selection of the independent auditor.
- 2) Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system.
- 3) Review and appraise the audit efforts of the City's independent auditor.

- 4) Provide an avenue of communication among the independent auditor, financial and senior management, and the City Council.
- 5) Review and provide recommendations on the City's financial, investment, and budgetary policies, reports, and procedures.
- 6) Recommend general investment strategies and monitor results.
- 7) Review investment economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.
- 8) Adopt the list of authorized brokers and dealers of government securities.

§ 33.102 MEMBERSHIP; TERM OF OFFICE

(A) Membership. The Committee shall be comprised of five (5) members. The Mayor shall serve on the Committee as a permanent member. The other four (4) Committee members shall be nominated and approved by the City Council ("Nonpermanent Committee Member"). Two (2) Nonpermanent Committee Members shall be members of the City Council and two (2) Nonpermanent Committee Members shall be representatives from the community ("Community Representative Members"). The Community Representative Members must be registered voters of the City, who, to the extent possible, shall be finance professionals such as accountants, Certified Public Accountants, auditors or shall have equivalent experience.

(B) Term of Office. The term of each Nonpermanent Committee Member shall be two (2) years, and terms shall be staggered so that two (2) members are appointed in odd numbered years and two (2) members are appointed in even numbered years. To facilitate that process, two (2) members shall be appointed for an initial term of one (1) year and two (2) members shall be appointed for an initial term of two (2) years. The Community Representative Members shall serve no more than two (2) successive terms. If any Nonpermanent Committee Member is appointed to complete the term of another such member in order to fill a vacancy, the partial term shall not be counted as a term for purposes of calculating the two (2) successive term limit for the member filling the vacancy.

§ 33.103 MEETINGS; OFFICERS

The Committee shall hold an organizational meeting in June of each year and shall elect a Chairman and Vice-Chairman from among its voting members before proceeding to any other matters of business. The officers shall serve for one (1) year. The Committee shall meet not less than once per calendar quarter and shall designate the time and place of its meetings.

§ 33.104 VOTING; QUORUM; PROCEDURES

(A) Voting. The City Councilmembers and the Mayor shall be voting members of the Committee. The Community Representative Members shall be non-voting members of the Committee.

(B) Quorum. A majority of the voting members of the Committee shall constitute a quorum for the conduct of business. The members of the Committee shall regularly attend meetings and shall serve without compensation except for reimbursement of authorized expenses attendant to the performance of their duties.

(C) Procedure. The Committee shall utilize and abide by the Rules of Procedure and Policies as set forth in Resolution 09-05-01-11, as amended, and the Charter of the City of Corinth. Newly appointed members shall be installed at the first meeting after their appointments. Minutes shall be kept of the Committee's meetings.

SECTION II.

Section V of the City of Corinth Investment Policy, is amended to read as follows:

V. INVESTMENT COMMITTEE

There shall be an Investment Committee appointed by the City Council with the duties and responsibilities as set forth in Chapter 33 of the City of Corinth Code of Ordinances.

SECTION III.

This Ordinance shall be cumulative of all provisions of all existing ordinances and resolutions and of the Code of Ordinances of the City of Corinth, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances, resolutions, and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION IV.

This Ordinance shall take effect on the _____ day of February, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO LEGAL FORM:

City Attorney

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: 1GPA Interlocal Agreement
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Cindy Troyer, Purchasing Agent
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals:

AGENDA ITEM

Consider and act on a Resolution approving an Interlocal Agreement with 1Government Procurement Alliance (1GPA) for the purpose of cooperative purchasing.

AGENDA ITEM SUMMARY/BACKGROUND

The purpose of the 1GPA program is to obtain substantial savings for participating governmental entities and agencies, school districts, charter schools, colleges, universities, tribes, cities, counties, all other public agencies and nonprofit organizations through cooperative purchasing. As authorized by applicable statues and regulations, Cooperative Purchasing Services under the attached agreement are extended to all Texas State, City or County Government Agencies, or any other Governmental Entity as defined in the Texas Government Code 791.003.

The proposed interlocal will be automatically renewed unless either party gives thirty (30) days prior written notice to the other party. The Agreement may be terminated immediately if either party fails to comply with the terms and conditions of the Agreement.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the 1Government Procurement Alliance (1GPA).

Attachments

Resolution
1GPA Interlocal Agreement

RESOLUTION NO. 19-02-21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS (“CORINTH”), APPROVING AN INTERLOCAL AGREEMENT WITH 1GOVERNMENT PROCUREMENT ALLINACE (“1GPA”) FOR COOPERATIVE PURCHASING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth the terms and conditions upon which CORINTH may purchase various goods and services commonly utilized by each entity from vendors under present and future contracts with 1GPA; and

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

SECTION 1. That the City Council has reviewed the attached Cooperative Procurement Membership Interlocal Agreement, which contains the terms and conditions of the Agreement , and hereby approves the Interlocal Agreement, attached hereto as Exhibit 1; and,

SECTION 2. That Subchapter F, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

SECTION 3. That the parties find that participation in this Agreement will be highly beneficial to the taxpayers of CORINTH through the anticipated savings to be realized and is of mutual concern to the parties; and

SECTION 4. That CORINTH has current funds available to satisfy any fees owed pursuant to this Agreement; and.

SECTION 5. That this resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this the 21st day of February 2019.

Bill Heidemann, Mayor

ATTEST:

Kim Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney

EXHIBIT A- INVESTMENT POLICY
Pages 1 through 20



COOPERATIVE PROCUREMENT MEMBERSHIP AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in **Exhibit A** (“Lead Agencies” and individually a “Lead Agency”) and City of Corinth (“Participating Entity”), a municipality located in the State of Texas. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in **Exhibit A**. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in **Exhibit A**. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
 - a. Insure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
 - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract, at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
 - c. Make timely payment to the contractor for all products, materials, and services in accordance with the terms and conditions of the 1GPA contract, or other payment arrangements negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the Participating Entity.
 - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
 - e. Be responsible for compliance with applicable state or federal laws in determining which goods and services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperatives.
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure performance from the 1GPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require 1GPA to exercise its own rights and remedies.

5. IGPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a IGPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if IGPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in IGPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

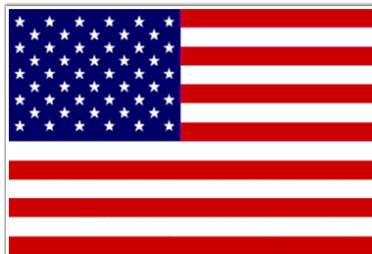
Name of Entity:	Signature:
Address:	Printed Name:
City/State/Zip Code:	Title:
Email:	
Date:	Phone Number:

IGPA Approvals

IGPA Signature:
Printed Name:
Title:
Date:

**IGPA –
1910 W. Washington St.
Phoenix, AZ 85009**

**P: 866/306-3893
F: 602/663-9515
E: admin@IGPA.org**





1 Government Procurement Alliance

Exhibit A

Lead Agencies

Arizona

Paradise Valley Unified School District

15002 N. 32nd Street
Phoenix, AZ 85032
602.449.2071

Pinal County ESA

75 N. Bailey
Florence, AZ 85132
520.450.4477

Yavapai County Accommodation School District

6325 Baja Circle
Prescott Valley, AZ 86314
928.759.8126

Oregon

Portland Public Schools

501 N. Dixon Street
Portland, OR 97227
503.916.3315

Texas

Deer Park ISD

2800 Texas Ave.
Deer Park, TX 77536
832.668.7061

***** THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES**

CONSENT ITEM 7.

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Interlocal Agreement with Lake Dallas ISD
Submitted For: Kim Pence, City Secretary **Submitted By:** Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider and act on an Interlocal Cooperative Purchasing Program Agreement by and between the City of Corinth and Lake Dallas Independent School District (ISD)

AGENDA ITEM SUMMARY/BACKGROUND

The proposed agreement is a result of a recent meetig with LDISD about joint purchasing for goods and services. It is identical to recently approved agreements with Hickory Creek, Lake Dallas, and Shady Shores.

RECOMMENDATION

Staff recommends approval of the Interlocal Cooperative Purchasing Program Agreement between the City of Corinth and Lake Dallas ISD.

Attachments

Interlocal Agreement

**INTERLOCAL COOPERATIVE PURCHASING PROGRAM AGREEMENT
BY AND BETWEEN THE CITY OF CORINTH AND LAKE DALLAS ISD, TEXAS**

This Interlocal Agreement ("the Agreement") is made and entered into by and between the CITY OF CORINTH, (hereinafter referred to as "CORINTH") and the LAKE DALLAS ISD (hereinafter referred to as "Lake Dallas ISD") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CORINTH and LAKE DALLAS ISD may purchase various goods and services commonly utilized by each entity from vendors under present and future contracts; and

WHEREAS, Subchapter F, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of CORINTH and LAKE DALLAS ISD through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, CORINTH and LAKE DALLAS ISD have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, CORINTH and LAKE DALLAS ISD, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. CORINTH agrees to participate in the LAKE DALLAS ISD cooperative purchasing program, and agrees that it may buy goods and services from those vendors that LAKE DALLAS ISD solicits for competitive bids. CORINTH also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by LAKE DALLAS ISD, and LAKE DALLAS ISD shall not be a party to the agreement between the vendor and CORINTH. LAKE DALLAS ISD shall have no obligations for payment to vendor for any services or goods incurred by any other party than LAKE DALLAS ISD. Any payments owed the vendor for services or goods shall be paid directly by CORINTH. CORINTH will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

3. LAKE DALLAS ISD agrees to participate in the CORINTH cooperative purchasing

program, and agrees that it may buy goods and services from those vendors that CORINTH solicits for competitive bids. LAKE DALLAS ISD also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by CORINTH, and CORINTH shall not be a party to the agreement between the vendor and LAKE DALLAS ISD. CORINTH shall have no obligations for payment to vendor for any services or goods incurred by any other party than CORINTH. Any payments owed the vendor for services or goods shall be paid directly by LAKE DALLAS ISD. LAKE DALLAS ISD will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

LAKE DALLAS ISD

Board of Trustee
104 Swisher Road
Lake Dallas, TX 75065
Telephone: (940) 497-4039

7. The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

8. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

9. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use to any property arising out of or in connection with this Agreement.

CORINTH and LAKE DALLAS ISD agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to CORINTH or LAKE DALLAS ISD under Texas law and without waiving any defenses of CORINTH or LAKE DALLAS ISD under Texas law. The provisions of this section are solely for the

benefit of CORINTH and LAKE DALLAS ISD and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10. This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 2019, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Kimberly Pence, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

APPROVED BY THE BOARD OF TRUSTEES OF THE LAKE DALLAS, TEXAS INDEPENDENT SCHOOL DISTRICT:

Board of Trustee

Date

ATTEST:

Board Secretary

Date

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Millennium PD Amendment
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review:
Strategic Goals: Land Development
Economic Development

AGENDA ITEM

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

- Staff Presentation
- Applicant Presentation
- Public Hearing (Open and Close)
- Response by Applicant
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

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

The proposed amendment revises the parking ratios for restaurants from 1 parking space per 75 square feet to one space per 100 square feet, additionally the proposal exempts kitchen areas from the parking calculation requirements. Finally, the amendment revises the parking ratios for conference rooms attached to a hotel or motel, by counting parking spaces utilized by the hotel to count towards the requirements for the conference rooms.

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

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

The original PD required that an approved unified sign plan be approved prior to the construction of any monument signs or directional signs on the property, the applicant has taken this opportunity to include their proposed signs and well as their proposed locations on the property in this PD amendment for approval. The proposed amendment accommodates their desired design by allowing for additional square footage to be dedicated to an electronic

message board sign, as well as reduce the setback for monument signs to complement the urban design of the property. Any proposed signage will still be required to adhere to the City’s fifteen foot visibility triangle requirements to ensure that any of the proposed signage does not create a visibility issue for vehicles exiting the development.

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

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

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

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

RECOMMENDATION

At the Planning and Zoning Commission meeting on January 28, 2019 the Commission voted unanimously to recommend approval of the proposed amendments to the Millennium Planned Development District.

Staff recommends approval as presented.

Attachments

Millennium PD Ordinance

**ORDINANCE NO. 19-2-21-
MILLENNIUM PLANNED DEVELOPMENT # 44 AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CORINTH, EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY, AS AMENDED BY ORDINANCE NO. 16-08-18-26 ZONING THE PROPERTY DESCRIBED HEREIN AS PLANNED DEVELOPMENT MIXED USE COMMERCIAL (PD MX-C), THE SAME BEING ADMINISTRATIVELY DESIGNATED AS MILLENNIUM PLANNED DEVELOPMENT DISTRICT NO. 44 (“PD-44”) AND AS FURTHER AMENDED BY THIS ORDINANCE AMENDING PD-44 AS SET FORTH HEREIN, PD-44 BEING AN APPROXIMATE 24.197 ACRE TRACT OF LAND SITUATED IN THE H. GARRISON SURVEY, ABSTRACT NUMBER 507, CITY OF CORINTH, DENTON COUNTY, TEXAS AND DESCRIBED MORE FULLY IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION “EXHIBIT “A””; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE DEVELOPMENT REGULATIONS AND PLANNED DEVELOPMENT CONCEPT PLAN BY ADOPTING AN AMENDED EXHIBIT “B”, “AMENDED PD CONCEPT PLAN” AND AN AMENDED EXHIBIT “C”, “AMENDED LAND USE REGULATIONS” AS SET FORTH IN THEIR ENTIRETY HEREIN; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, on August 18, 2016, after notice and public hearing and upon the recommendation of the Planning and Zoning Commission, the City Council of the City of Corinth adopted Ordinance No. 16-08-18-26 amending the Comprehensive Zoning Ordinance and Zoning Map of the City Of Corinth, each being a part of the Unified Development Code of the City, in order to rezone the Property (described in the Legal Description attached hereto and incorporated herein as Exhibit “A”) from Mixed Use Commercial (“MX-C”) to Planned Development Mixed Use Commercial (“PD MX-C”) and administratively designated as Millennium Planned Development District No. 44, (“PD-44”) with a base zoning designation of MX-C, Mixed Use Commercial under the City's Unified Development Code and designated on the City’s Zoning Map; and

WHEREAS, an authorized person having a proprietary interest in the Property has requested that Exhibits “B” and “C” to Ordinance No. 16-08-18-26 adopting PD-44 be further amended in order to revise certain parking ratios, to exempt kitchen areas from parking calculation requirements, to accommodate additional square footage for signage and to reduce certain setback requirements to compliment the urban design of the Property, and other related changes; and

WHEREAS, the proposed amendments to the development regulations are set forth in **Amended Exhibit “C”** hereto; and

WHEREAS, the proposed changes to the Concept Plan for PD-44 are set forth in **Amended Exhibit “B”** hereto, to reflect the changes in Amended Exhibit “C”; and

WHEREAS, the Planning and Zoning Commission of the City of Corinth and the City Council of the City of Corinth, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the City of Corinth City Council is of the opinion that said amendments in the zoning should be made; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of neighborhoods; location, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, the City Council further considered among other things the character of the proposed district and its peculiar suitability for particular use requested and the view to conserve the value of the buildings, and encourage the most appropriate use of the land throughout this City; and

WHEREAS, the City Council finds that the amendments to the zoning for the Property identified as Millennium Planned Development District No. 44, (“PD-44”) promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That Ordinance 13-05-02-08, adopting the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning

districts in accordance with the City's Comprehensive Plan, and adopts the Zoning Map of the City of Corinth as amended by Ordinance No. 16-08-18-26 zoning the Property described in Exhibit "A" hereto as Planned Development Mixed Use Commercial ("PD MX-C"), the same being administratively designated as Millennium Planned Development District No. 44, ("PD-44") with a base zoning designation of MX-C, Mixed Use Commercial under the City's Unified Development Code and designated on the City's Zoning Map, is hereby further amended to amend Development Regulations and Planned Development Concept Plan by adopting an Amended Exhibit "B", "Amended PD Concept Plan" and an Amended Exhibit "C", "Amended Land Use Regulations" as set forth in their entirety herein for the Property, such Property being an approximate 24.197 acre tract of land described in "**Exhibit A**" attached hereto and incorporated herein, Millennium Planned Development District No. 44 ("PD-44"), and the Zoning Map of the City is also hereby reaffirmed to reflect the current zoning classification for the Property as amended by this Ordinance.

SECTION 3. AMENDED PLANNED DEVELOPMENT CONCEPT PLAN

The Amended Planned Development Concept Plan for the Property as set forth in "**Amended Exhibit B**", a copy of which is attached hereto and incorporated herein, is hereby approved and adopted to be in its entirety as set forth in **Amended Exhibit "B"**.

SECTION 4. AMENDED LAND USE REGULATIONS

- A. The zoning and Amended Land Use Regulations set forth in "**Amended Exhibit C**" attached hereto and made a part hereof for all purposes is hereby approved and adopted to be and read in its entirety as set forth in **Amended Exhibit "C"**, and the regulations contained therein shall regulate the development and use of the Property designated as Millennium PD-Planned Development District No. 44 zoning district with a base zoning designation of MX-C, Mixed Use Commercial zoning district and shall be adhered to in their entirety. In the event of conflict between the provisions of "Amended Exhibit C" and provisions of any other City zoning regulations, including without limitation the regulations governing MX-C, Mixed Use Commercial zoning district, the provisions of "Amended Exhibit C" shall control.
- B. That the zoning regulations and district herein established have been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.
- C. The Amended Planned Development Concept Plan (Amended Exhibit "B") and the Amended Land Use Regulations (Amended Exhibit "C") shall control the use and development of the Property, and all building permits and development requests shall be in accordance with applicable City ordinances, the Amended PD Concept Plan and Amended Land Use Regulations set forth herein. The Amended PD Concept Plan and Amended Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.

- D. If a change to the Amended Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval.

**SECTION 5.
PENALTY FOR VIOLATIONS**

Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 6.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 7.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 8.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning for the Property which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 9.
EFFECTIVE DATE**

This ordinance shall become effective after approval and publication as provided by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Being all that certain lot, tract or parcel of land situated in the H. Garrison Survey, City of Corinth, Denton County, Texas, being part of that certain called 24.601 acres tract of land described in deed to Donald L. Anderson and wife, Virginia L. Anderson recorded in Volume 562, Page 593 of the Deed Records of Denton County, Texas, the same being described in deed to D.L.A. Partners, Ltd. recorded in Volume 4168, Page 2634 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½" capped rebar (G & A) set at the southeast corner of said tract, being on the north line of Dobbs Road and being on the west line of Carpenter Street;

THENCE N 89°59'42" W, 812.44 feet, along the north line of Dobbs Road and the south line of said Anderson tract, to a ½" capped rebar (G & A) set on the east right-of-way line of Interstate Highway 35E according to deed to the State of Texas recorded in Volume 400, Page 511 of the Deed Records of Denton County, Texas;

THENCE N 39°01'00" W (Record), 1150.79 feet, along the east right-of-way line of Interstate Highway 35E, to a ½" capped rebar (G & A) set on the north line of said Anderson tract, being on the south line of that certain tract of land described in deed to C. R. Brown recorded in Volume 285, Page 520 of the Deed Records of Denton County, Texas,

THENCE S 89°59'01" E, along the north line of said Anderson tract and the south line of said Brown tract, and passing the southwest corner of that certain tract of land described as Tract D in deed to Philip C. McGahey recorded in Clerk's File Number 93-23046 of the Real Property Records of Denton County, Texas, and continuing a total distance of 1545.91 feet, to a ½" rebar found at the northeast corner of said Anderson tract, being the southeast corner of said McGahey tract and being on the west line of Carpenter Street, and being on the west line of that certain tract of land described as Tract II in deed to Harvest Christian Ministries, Inc. recorded in Clerk's File Number 97-015608 of the Real Property Records of Denton County, Texas;

THENCE S 00°34'34" W, 893.80 feet, along the east line of said Anderson tract and the west line of Carpenter Street and said Harvest Christian Ministries tract, to the POINT OF BEGINNING and containing approximately 24.197 acres of land.

AMENDED EXHIBIT "B" AMENDED PD CONCEPT PLAN



**AMENDED EXHIBIT “C”
AMENDED LAND USE REGULATIONS**

SECTION 1: REGULATIONS

A. Purpose

The regulations set forth in this Amended Exhibit provide development standards for Planned Development Mixed Use-Commercial district for Millennium PD-Planned Development District No. 44 zoning district with a base zoning designation of MX-C, Mixed Use Commercial zoning district (hereinafter “PD”). The Planned Development (PD) District is identified by metes and bounds on Exhibit A and is depicted on Amended Exhibit B with three areas, Area A - Non-Residential Area, Area B - Residential Area and Area C, - Open Space. Every use not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base Districts

In this Planned Development (PD) District, the Mixed-Use Commercial District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, shall apply to the non-residential area, as shown in Area A on Amended Exhibit B – Amended PD Concept Plan, except as modified herein. The MF-3, Multi-Family Residential, shall apply to the residential area as shown in Area B on Amended Exhibit B – Amended Concept Plan.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

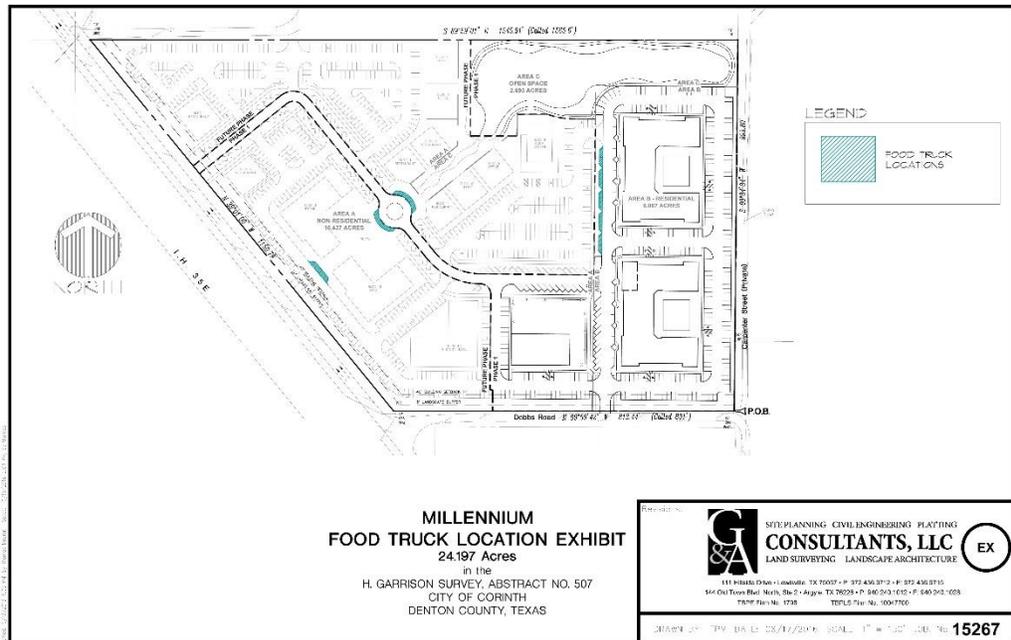
In the Planned Development (PD) District, no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless permitted by the Mixed-Use Commercial District regulations of the Unified Development Code except as otherwise included in the PD.

B. Permitted Uses and Use Regulations

1. The Permitted Uses in Section 2.06.02 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial Mixed Use District and shall include the following uses, respectively:
 - a. Dog Park, Private or Public, with conditions
 - b. Dwelling, Multi-Family (permitted in Area B Only)
 - c. Kennel, Veterinary Office, with conditions
 - d. Library
 - e. Park, Playground, or Community Center, Public

- f. Radio or TV Station
 - g. Wedding Chapel, Reception Facility, Special Events Center
 - h. Food Trucks, with conditions
 - i. Farmer's Market
 - j. Special Event (subject to provisions of Chapter 116 Special Events)
2. The following list of uses require an approved Specific Use Permit to be allowed within this PD District:
- a. Parking Garage
 - b. Private Club
 - c. Brewpub
 - d. Microbrewery
 - e. Brewery
3. The following Prohibited Uses are not allowed within this PD District:
- a. Automobile or other Motorized Vehicle Sales and Service
 - b. Automotive Part Store
 - c. Automobile Service Garage, Major or Minor
 - d. Car Wash, Full Service or Self Service
 - e. Exterminating Company
 - f. Feed Store
 - g. Gas or Oil Well and Production
 - h. Gasoline Filling or Service Station/Car Wash
 - i. Self Storage
 - j. Taxi Garage or Dispatch
4. The following Conditional Development Standards shall apply:
- a. The Kennel use shall comply with Section 02.07.04 of the Unified Development Code, in addition to the following standards:
 - i. The hours of operation shall be from 7:00 am to 7:00 pm on Monday through Friday. On Saturday and Sunday the hours of operation shall be 9:00 am to 5:00 pm.
 - b. The Dog Park use
 - i. Shall maintain the hours of operation from 7:00 am to 9:00 pm.
 - ii. Will be owned and operated by the Retail Establishment
 - iii. Shall provide a double-gated system to prevent dog escape.
 - iv. Shall contain two separate dog areas. One for small dogs and one for large dogs.
 - v. Shall provide a dog waste station, cleaning supplies, covered garbage cans, and waste bags.

- vi. Shall install a 6’ ornamental metal fence on the entire perimeter of the dog park.
 - vii. May be open to the public during hours of operation on weekends.
 - viii. Occupancy limits shall not exceed one dog per 100 square feet.
 - ix. The following rules shall be implemented to govern use of the dog park and be enforced by the Retail Establishment
 - a. Dogs entering park must be up to date on their shots.
 - b. Dogs entering park must be leashed.
 - c. Owners are responsible for their dog(s)’ behavior.
 - d. Owners are responsible to clean up after their dog(s).
- c. Food truck vendors shall be allowed and shall be located in areas shown on the following Food Truck Location Exhibit.



C. Dimensional Regulations

The Dimensional Regulations described in Section 2.08.05 of the Unified Development Code, Ordinance No. 13-05-02-08, for the MX-C, Mixed Use Commercial shall apply except as follows:

Regulation	MX-C	PD – Area A
Minimum Front Yard	40’	40’ along 35E and Dobbs 3
Minimum Side Yard		
Interior Lot	15’	0’
Corner Lot	15’	N/A
Minimum Rear Yard	20’	0’

Minimum Lot Area	20,000 SF	5,000 SF 1
Minimum Lot Width	150'	50' 1
Minimum Lot Depth	100'	50' 1
Maximum Height	2 ½ Stories or 40' w/ SUP	60' ¼ Stories (Hotel Only) 2 ½ stories or 40' w/ SUP on all other buildings 2
Maximum Building Area	50%	N/A

¹No minimum lot size or width or depth for common area lots.

² Architectural elements may be allowed up to 50' in height.

³ With the abandonment of Dobbs the front yard setback on lots facing Dobbs will revert to 15'.

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the MF-3, Multi-Family Residential shall apply except as follows:

Regulation	MF-3	PD – Area B
Minimum Front Yard	30'	30'
Minimum Side Yard		
Interior Lot	30'	0'
Corner Lot	30'	N/A
Minimum Rear Yard	30'	30'
Minimum Lot Area	2,750 SF per DU/at least 1 acre or 16 DU/Acre	Maximum 250 Units
Minimum Lot Width		
Interior Lot	150'	150'
Corner Lot	150'	N/A
Minimum Lot Depth	100'	100'
Minimum Floor Area	850 SF/DU	700 SF/DU
Maximum Height	35' ½ Stories or 50' w/ Setback	60' ¼ Stories w/rooftop terrace
Maximum Building Area	N/A	N/A

D. Development Standards – Area A (Non-Residential)

The Development Standards described in Section 2.06.02 of the Unified Development Code, Ordinance No. 13-05-02-08, for the MX-C, Mixed Use Commercial District, as amended shall apply except as follows:

1. UDC Section 2.07.07 **Accessory Buildings and Uses** shall apply.
2. UDC Section 2.09.01 **Landscape Regulations** shall apply, except:

- a. Section 2.09.01.A.6., Landscaping for Nonresidential Areas Adjacent to Residential Areas, does not apply to areas within the Planned Development (PD) District since it is intended to be a mixed-use development.
3. UDC Section 2.09.03 **Vehicle Parking Regulations** shall comply, except:
- a. Section 2.09.03.E. Due to the mixed-use design of this Planned Development (PD) District, Shared Parking standards may be used to satisfy the parking requirement. The following Shared Parking Schedule sets forth the percentage component for the calculation. The number of required parking spaces is determined by multiplying the percentage in each cell by the number of spaces required for the use pursuant to Section 2.09.03.E. of the Unified Development Code and then totaling the resulting numbers for each column, and the column that generates the highest number of parking spaces is the parking requirement.

<u>Use</u>	<u>Weekday</u>		<u>Weekend</u>		<u>Night</u>
	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m.- midnight	Daytime 6 a.m. – 6 p.m.	Evening 6 p.m.- midnight	Midnight- 6 a.m.
Office	100%	10%	10%	5%	5%
Retail	50%	90%	100%	90%	5%
Restaurant	50%	100%	100%	100%	10%
Hotel	70%	100%	70%	100%	70%

- b. Temporary Surface Parking.
 - c. Restaurant parking shall be provided at a ratio of 1 space for every 100 square feet of building. Kitchens and utility areas are exempt from calculating parking requirements.
 - d. Any parking for a conference use within a hotel shall not be required to provide any additional parking that than calculated for the hotel use.
4. UDC Section 2.09.04 **Building Façade Material Standards** shall apply, except:
- a. Primary building materials shall constitute a minimum of seventy percent (70%) of the area of the building façade and shall include a combination of the following materials: Class 1 Masonry, porcelain tile, and high pressure laminate panels.

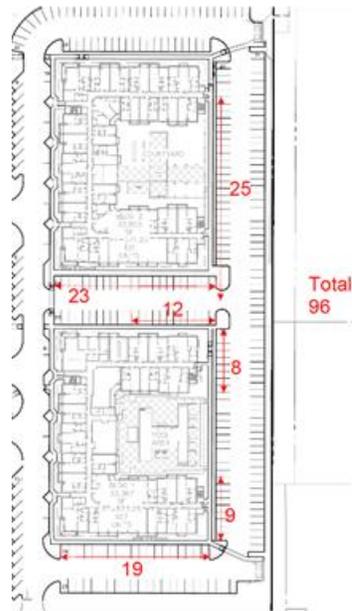
- b. Secondary building materials may constitute a maximum of twenty percent (20%) of the area of the building façade and shall be Class 2 Masonry materials: stucco
 - c. Accent materials may constitute a maximum of ten percent (10%) of the area of the building façade and may include a combination of the following materials: painted metal and fiber reinforced plastic.
 - d. Building material percentages shall exclude glass and doorways.
 - e. Roofing materials (visible from any public right-of-way) may include: copper, factory finished painted metal, slate, synthetic slate, terra cotta, cement tile, glass fiber shingles or similar materials. Glaring roofing materials are not allowed.
 - f. The building architecture shall be complimentary to the conceptual elevations.
 - g. Neutral and earth tone colors are permitted. Accent or non-neutral colors are permitted and may be limited to a fifteen percent (15%) maximum area of the building façade. The colors shall be complimentary to conceptual elevations.
5. UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply, except:
- a. Section 2.09.06.C. Nonresidential Building Orientation does not apply. Buildings are required to face either public right-of-way, access easement for which the building is being accessed by, or open space. Side or rear facades shall be of finished quality and of the same color and materials that blend with the front of the building.
 - b. Table 17, “Menu of Nonresidential Design Elements” of Section 2.09.06.D.1. shall apply and includes the following additional design elements: enhanced building material patterns, enhanced storefront framing system, and decorative wall sconces.
6. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply, except:
- a. Festoon or string lighting shall be allowed.
7. UDC Section 4.01 **Sign Regulations** shall apply, except:
- a. A Unified Sign Plan shall be required.
 - b. The monument sign for this development may consist of an architectural feature, such as a tower, provided that the feature reinforces the design theme of the project.
 - c. The height of the monument sign may be fifty (50) feet, provided that a minimum of six (6) of the performance standards, listed in the City’s Unified Development Code, are provided and shall be approved with the site plan by City Council.

- d. The sign regulations shall apply except as otherwise described herein and except for approved public art.
 - e. The setback for monument signs in Section 4.01.15.F.6 Multi-tenant Monument Sign (Sign, Multi-tenant Monument) - I-35E is waived; provided however, a vision clip at a minimum of fifteen (15) feet will be required.
 - f. The square footage provisions of Section 4.01.15.F.10 Changeable Electronic Variable Message sign for Multi-tenant Monument Sign (Sign, Multi-tenant Monument) is waived.
8. UDC Section 4.02 **Fence and Screening Regulations** shall apply.

E. Development Standards – Area B (Residential)

The Development Standards described in Section 2.04.09 of the Unified Development Code, Ordinance No. 13-05-02-08, for the MF-3, Multi-Family Residential District, as amended shall apply except as follows:

1. UDC Section 2.07.07 **Accessory Buildings and Uses** shall apply.
2. UDC Section 2.09.01 **Landscape Regulations** shall apply, except:
 - a. Section 2.09.01.B.1.k.i and ii. Additional Multifamily Landscape Requirements, a minimum of ten (10) foot landscape on all sides of the building and may include sidewalks.
3. UDC Section 2.09.02 **Tree Preservation** shall apply.
4. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply, except:
 - a. Section 2.09.03.D.1. Parking may be located in front of the building line.
 - b. Section 2.09.03.D.2. Parking for Multi-Family shall be 1 space per unit plus 1 space per additional bedroom.
 - c. Covered parking, such as canopies/carports, are only permitted in the locations shown and must be built to the following style.



Color to complement the building

5. UDC Section 2.09.04 **Building Façade Materials** shall apply, except:
 - a. Primary building materials shall constitute a minimum of eighty percent (80%) of the façade on the first and second stories and a minimum of thirty-five percent (35%) of the façade on the third and fourth stories and shall be Class 1 Masonry: natural stone and brick.
 - b. Secondary building materials may constitute a maximum of twenty percent (20%) of the façade on the first and second stories and maximum of sixty-five percent (65%) of the façade on the third and fourth stories and shall be stucco.
 - c. Accent materials may constitute a maximum of thirty percent (30%) of the façade on the third and fourth stories and shall be woodtone.
 - d. Building material percentages shall exclude glass and doorways.
 - e. Glaring roofing materials are not allowed.
6. UDC Section 2.09.05 **Residential Adjacency Standards** shall apply.
7. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply.
8. UDC Section 4.01 **Sign Regulations** shall apply.
9. UDC Section 4.02 **Fence and Screening Regulations** shall apply.

F. Open Space, Trails, and Amenities

A “Property Owner’s Association” (“POA”) shall be established for Millennium that will be responsible for the maintenance of common areas including without limitation open space, dog park, pond, trails, fire lanes, and access easements. The POA shall own the lots that are platted as designated open space lots.

In order to promote a walkable community with open space and amenities, Millennium shall include the following items:

1. Minimum of 11% of open space;
2. Amenity pond with aeration that may be used for storm water retention and irrigation;
3. 6’ concrete trail surrounding the pond;
4. Pedestrian improvements as each development occurs within Millennium to provide connectivity to the trail around the pond;
5. Plaza/gathering area to allow for outdoor events such as, but not limited to, festivals, music performances, art shows, food truck vendors, and/or splash pads;
6. Outdoor dining
7. Statues or fountains;
8. Street furnishings that may include benches, trash receptacles, bike racks, pedestrian bollards, and street lighting that are complimentary to the development theme.
9. 10’ landscape buffer adjacent to the northern and eastern most property lines.

G. Administration

The following section sets forth the procedure for reviewing and approving development applications. Any requirement not listed herein, shall revert to the City’s Unified Development Code, Ordinance No. 13-05-02-08, for development application processes.

1. Minor variations to the Planned Development (PD) Ordinance: Minor changes/modifications to the PD may be authorized by the Planning Director, and a variance shall not be required provided that the changes will not cause any of the following to occur:

- a. A change in the permitted uses;
- b. A change in character;

- c. An increase in residential density;
 - d. A decrease in open space; or
 - e. An increase in allowed building heights;
2. If the items listed above occur, then the PD will be required to be amended through the City's PD rezoning process.
 3. Amended Concept Plan: The approved Amended Concept Plan attached herein demonstrates the development intent of this PD and is a conceptual layout. Building locations, parking lots, landscape, and vehicular circulation may be altered provided that the requirements of this PD are met. The uses shown on the Amended Concept Plan are subject to change within Area A provided that the parking requirements can be achieved. The subsequent Site Plan process will act as the regulating process to ensure compliance with the PD and applicable City Codes, see "Site Plan" below.
 4. Site Plan: For this Planned Development (PD) the approved Amended Concept Plan attached herein shall replace the Site Plan requirement that is listed in Section 2.10.08.B.1.a.ii., Rezoning Applications Requiring Site Plans, of the City's Unified Development Code. Subsequent Site Plans shall be required for the phase which is being developed. Landscape buffers along Dobbs Road and I-35E shall be installed as part of the individual Site Plan(s) that occur for each lot that is adjacent to these roadways. Site Plans shall be processed administratively by the Planning and Development Director.
 5. Non-Residential Use Trigger Event: Prior to the issuance of a Certificate of Occupancy (CO) for the second Urban Residential building as shown on the approved Amended Concept Plan, a minimum of 15,000 square feet of non-residential building space shall have been issued a building permit (the hotel shall not be calculated towards the 15,000 square feet). A maximum 10% reduction in required building square footage shall be allowed for required building articulation.
 6. Phased Construction: Phase one construction of residential buildings shall also include: the main entrances off of I-35E and Dobbs Road including enhanced paving, main spine road and roundabout, retention/detention pond with aeration and perimeter trail, as well as, landscape buffers directly adjacent to Phase one construction.
 7. Area B-Residential: The total land area of Area B-Residential shall not exceed 26% of gross land area for this project as shown on Amended Exhibit "B" Amended Concept Plan.

H. Unified Site Plan

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Inflatable Sign Ordinance
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review:
Strategic Goals: Land Development
Economic Development

AGENDA ITEM

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

- Staff Presentation
- Public Hearing (Open and Close)
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

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

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

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

RECOMMENDATION

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

Staff recommends approval as presented.

Attachments

Balloon Sign Ordinance

ORDINANCE NO. 19-2-21-__

SIGN CODE AMENDMENT FOR BALLOON SIGNS

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”), BY AMENDING SECTION 4.01.02 “SIGN REGULATION DEFINITIONS” AND SECTION 4.01.18, “TEMPORARY SIGNS REQUIRING PERMIT” OF SUBSECTION 4.01 “SIGN REGULATIONS” OF SECTION 4, “SIGN AND FENCE/SCREENING REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies types of signs allowed within the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations and procedures for temporary signage within the UDC; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission voted to recommend approval of the proposed amendments to the City Council; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City Council has reviewed the proposed amendments to the regulations and procedures for temporary signage in the UDC and has determined that the incorporated amendments are appropriate to aid with the orderly development and use of land; and

WHEREAS, the City Council has determined that the amendments proposed relating to temporary signage will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the City’s temporary signage standards and application procedures should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
AMENDMENTS**

2.01. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 4.01 “Sign Regulations”, Section 4.01.02 (A)(3) “Sign Regulation Definitions” “Balloon”, is hereby repealed to be read in its entirety as follows with all other sections of Subsection 4.01, “Sign Regulations” not specifically amended hereby remaining in full force and effect:

“A. Definitions

- 3. Balloon. A temporary hollow sign expanded or enlarged by the use of confined or compressed air or gas.”

2.02. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 4.01 “Sign Regulations”, Section 4.01.18 “Temporary signs requiring permits”, is hereby repealed in its entirety, and a new Section 4.01.18 is hereby adopted to be read in its entirety as follows with all other sections of Subsection 4.01, “Sign Regulations” not specifically amended hereby remaining in full force and effect:

“4.01.18. - Temporary Signs Requiring Permit

A person commits an offense if the person shall erect any of the following signs on property without first obtaining a Sign Building Permit:

A. Banner (Sign, Banner)

- 1. Permitted Sign Structure. Attached to building, excluding roof.
- 2. Modifications to General Regulations.
 - a. Maximum Area. 200 square feet.
 - b. Maximum Number of Signs. One (1) per site elevation.
 - c. Duration. Not to exceed ninety (90) calendar days for each permit, a maximum for two permits per year are permitted.

B. Model Home Sign (Sign, Model Home)

- 1. Permitted Sign Structure. Monument and/or ground.
- 2. Modification to General Regulations.
 - a. Maximum Height. Five (5) feet for ground signs.
 - b. Maximum Area. Sixty-four (64) square feet with a maximum of thirty-two (32) square feet per sign face.
 - c. Maximum Number of Signs. One (1) sign per model home per builder per subdivision.
 - d. Material Requirements. Not applicable.

C. Special Purpose Sign (Sign, Special Purpose)

1. Permitted Sign Structure. Attached and/or ground.
2. Modifications to General Regulations.
 - a. Maximum Height. Nine (9) feet for ground signs.
 - b. Maximum Area. Sixty-four (64) square feet with a maximum of thirty-two (32) square feet per sign face.
 - c. Maximum Number of Signs. Six (6) total per event or occasion, not to exceed five (5) off-site signs and one (1) on site sign.
 - d. Placement Time. Twenty-one (21) calendar days, must be removed within three (3) calendar days after termination of the event.
 - e. Material Requirements. Not applicable.
 - f. Residential Adjacency. Not applicable.

D. Development Sign (Sign, Development)

1. Permitted Sign Structure. Monument and/or ground.
2. Modifications to General Regulations.
 - a. Maximum Height. Eight (8) feet.
 - b. Maximum Width. Four (4) feet.
 - c. Maximum Area. Sixty-four (64) square feet with a maximum of thirty-two (32) square feet per sign face.
 - d. Maximum Number of Signs. One (1) per site.
 - e. Duration. Must be removed or re-permitted one year from the date permit is issued.

E. Grand Opening Signs

1. Permitted Sign Structure. Flags, banners, pennants, streamers, balloon, or similar device.
2. Modifications to General Regulations.
 - a. Minimum Letter/Logo Height. Not applicable.
 - b. Maximum Height. Inflatable devices shall not be more than thirty (30) feet above ground level and shall be securely anchored at all times.
 - c. Maximum Area. Unlimited.
 - d. Maximum Number of Signs. Unlimited.
 - e. Duration. Grand Opening signs shall be permitted for thirty (30) calendar days.
 - f. Location Limitations. Shall not be allowed to extend over any public street, Right-of-Way, approved access easement, or over any other property not under the control of the permittee.
 - g. Illumination. Shall not be a nuisance to adjacent residential property.

F. Balloon Signs

1. Permitted Sign Structure. Balloon
2. Modifications to General Regulations.
 - a. Maximum height: The maximum height of an inflatable sign is twenty five (30) feet; balloon signs cannot be mounted on, or tethered to, the roof of a structure.

- b. Maximum size/area: The maximum surface area of the front of an inflatable sign is sixty-four square feet.
- c. Location: Inflatable signs are allowed in all nonresidential and mixed-use districts.
- d. Placement/setbacks: Inflatable signs may not move, flap, wave, flutter, or twirl. An inflatable sign may not be attached or affixed to a fence, screening wall, tree, utility pole or structure, or permanent sign support. An inflatable sign may be freestanding only if it is adequately secured to the ground such that it will not move from its anchorage site, or lean over public right-of-way or adjacent property during high winds. The setbacks for inflatable signs are the same as those for a monument sign. Inflatable signs may not be placed in fire lanes or in required parking areas.
- e. Maximum number: The maximum number of inflatable signs is one per business and or lot.”

**SECTION 4.
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 6.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 7.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any

procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS ____th DAY OF _____, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Landscaping and Tree Preservation
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review:
Strategic Goals: Land Development
Economic Development

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Staff is proposing amendments to the City’s Landscaping and Tree preservation ordinance. The changes to the City’s Landscaping Ordinance are to provide for landscaped edge areas for residential subdivisions adjacent to City Thoroughfares.

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

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

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

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

RECOMMENDATION

At the Planning and Zoning Commission meeting on January 28, 2019 the Commission voted to unanimously recommend approval of the proposed amendments to the Millennium Planned Development District.

Staff recommends approval as presented.

Attachments

Landscape and Tree Preservation
Landscaping Regulations Ordinance

ORDINANCE NO. 19-2-21-__

LANDSCAPING REGULATIONS AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”), BY AMENDING SECTION 2.09.01, “LANDSCAPING REGULATIONS” AND SECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies types and quantities of landscaping required within the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations and procedures for landscaping regulations and tree preservation within the UDC; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission voted to recommend approval of the proposed amendments to the City Council; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City has reviewed the proposed amendments to the regulations and procedures for landscaping regulations and tree preservation in the UDC and has determined that the incorporated amendments are appropriate to aid with the orderly development and use of land; and

WHEREAS, the City has determined that the amendments proposed relating to landscaping regulations and tree preservation will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City

Council has determined that the City’s landscaping regulations and tree preservation standards should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
AMENDMENTS**

2.01. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 2.09 “Zoning Development Regulations”, Section 2.09.01 “Landscaping regulations”, is hereby amended to be read in its entirety as follows with all other sections of Subsection 2.09, “Zoning Development Regulations” not specifically amended hereby remaining in full force and effect:

“2.09.01. - Landscaping Regulations

A. Nonresidential Landscaping Requirements These standards shall apply to all Nonresidential Zoning Districts and Special Zoning Districts. Any area within a PD, Planned Development district containing landscaping standards shall be regulated by the more restrictive standards.

Nonresidential Landscaping shall be required according to the following sections:

<i>Table 13: Nonresidential Landscaping Requirements (Section References)</i>	
<i>Section Number</i>	<i>Section Title</i>
2.09.01. A.1	Landscaping Along Street Right-of-Way
2.09.01. A.2	Interior Parking Lot Landscaping
2.09.01. A.3	Landscaping for Corner Lots
2.09.01. A.4	Landscaping/Screening for Parking Lots Adjacent to Residential Areas
2.09.01. A.5	Foundation Plantings for Buildings 50,000 Square Feet or Larger
2.09.01. A.6	Landscaping for Nonresidential Areas Adjacent to Residential Areas
2.09.01. A.7	Landscaping for Below-Grade Open Parking Structures in the Front Yard

1. Landscaping Along Street Right-of-Way. All commercial, industrial and other nonresidential uses shall comply with the following streetscape requirements:
 - a. Landscaped Edge. A landscaped edge shall be provided adjacent to all streets.
 - i. The landscaped edge shall be the following minimum widths, exclusive of street Right-of-Way.

- (a) Landscape buffer width adjacent to Arterial Street, Freeway, or Expressway: Twenty (20) feet.
 - (b) Landscape buffer width adjacent to Collector Street: Fifteen (15) feet.
 - (c) Landscape buffer width adjacent to Local Street: Ten (10) feet.
 - ii. Within the landscaped edge, one (1) shade tree (3" caliper minimum) (per Table 15: Recommended Plant Material List) shall be planted per 30 linear feet of landscaped edge. the grouping or clustering of required trees to accommodate driveway spacing, utilities, drainage facilities, or similar site features is permitted.
 - iii. The number of required trees shall be calculated solely on the area of the required landscaped edge.
 - c. Vehicle headlight screening abutting the landscape edge. Where parking lots, drives, and access easements abut the landscaped edge, shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.
 - i. The number of required shrubs shall be calculated solely on the area of the required landscaped edge.
 - ii. Shrubs shall be planted in planting beds.
 - iii. A berm may be placed within the landscaped edge in lieu of the required shrubs unless needed for a headlight screen. (See 2.09.01. A.4 for possible additional landscaping requirements.)
 - iv. The berm must be 40 inches above the average grade of the street and parking lot curbs.
 - v. The slope of the berm shall not exceed a 33 percent grade.
 - c. If the parking lot is located 50 feet or more from the street Right-of-Way line, no shrubs or berms will be required unless needed for a headlight screen. (See 2.09.01. A.4 for possible additional landscaping requirements.)
 - d. The Applicant is also encouraged to plant a variety of ornamental trees and flowers in addition to the required plantings.
 - e. Any permeable surface not occupied by trees, shrubs, planting beds, signs or other permitted fixtures shall be planted with turf or other living ground cover. Crushed granite may be utilized within 2 feet of the back of curb. The Director of Development Services may approve additional areas with an approved landscape plan.
2. Interior Parking Lot Landscaping. Any nonresidential parking area which contains more than 20 parking spaces shall provide interior landscaping in addition to the required Landscaped Edge (2.09.01. A.1.a):
- a. Interior Parking Lot Landscaping shall include all areas within the paved boundaries of the parking lot as well as planting islands, curbed areas, corner lots, parking spaces and all interior driveways and aisles except those with no parking spaces located on either side.
 - i. Landscaped areas outside of the parking lot may not be used to meet the Interior Parking Lot Landscaping requirement.
 - b. There shall be ten (10) square feet of Interior Parking Lot Landscaping for each parking space or fraction thereof.
 - c. There shall be one (1) shade tree (3" caliper minimum) or an ornamental (per Table 15: Recommended Plant Material List) tree for every ten (10) parking spaces or fraction thereof.
 - d. All landscaped areas shall be protected by a raised six (6) inch concrete curb.

- i. Pavement shall not be placed closer than five (5) feet from the trunk of a new tree unless a City approved root barrier is utilized. Existing trees shall be protected with an area equal to the area encompassed by drip lines.
 - e. Where an existing parking area is altered or expanded to increase the number of spaces to more than twenty (20), Interior Parking Lot Landscaping shall be provided on the new portion of the lot in accordance with the above standards.
 - f. The requirements listed above shall not apply to structured parking garages.
- 3. Landscaping for Corner Lots. Corner lots (Lot, Corner) at the intersection of Arterial Streets, Freeways, & Expressways shall comply with the following landscaping requirements in addition to the required plantings for the Landscaped Edge and Interior Parking Lot Landscaping:
 - a. A minimum of ten percent (10%) of the site area shall be devoted to landscaping;
 - b. A minimum 15-foot wide landscaped edge shall be located along all street Right-of-Way lines beginning at the corner and extending 175 feet or to the closest driveway.
 - i. Beyond this point, the landscaped edge may be gradually reduced (over a distance of 25 feet) to match the required landscape edge.
 - c. A minimum landscaped area of 900 square feet shall be located at the intersection corner of the lot.
 - i. This landscaped area shall be provided within an area measured a minimum distance of 40 feet from the projected corner of the intersection on both sides of the lot.
- 4. Landscaping/Screening for Parking Lots Adjacent to Residential Areas. Where parking is within 50 feet of residentially zoned property and is not screened from view by a wall, berm or other screen, a continuous screen of shrubs (5 gallon minimum at the time of planting and planted in planting beds) must be placed adjacent to the parking. The required landscaping shall comply with the following regulations:
 - a. The required shrubs shall create a minimum Four (4) foot tall screen within two (2) years of the date of planting.
- 5. Foundation Plantings for Buildings 50,000 Square Feet or Larger.



Figure 2: Building with Foundation Plantings

- a. Foundation plantings are required for buildings or groups of contiguous buildings that are 50,000 square feet or larger.
- b. One large tree [three (3) inch minimum caliper] shall be required for every ten thousand square feet of gross building area.
- c. These trees shall be planted within thirty feet (30') of the front facade.
- d. These plantings are intended to break up the large impervious areas.
- e. Plantings required by this section are in addition to trees required by other sections of this UDC.



Figure 3: Building without Foundation Plantings

- f. Trees can be grouped or planted in singular form.
- g. These tree plantings should be placed so as not to impede sign visibility or pedestrian safety.
- h. Trees intended for foundation plantings shall meet the following criteria:
 - i. Trees planted less than four feet (4') from the back of curb shall be planted in a tree grate with a minimum diameter width of four feet (4').
 - ii. Ornamental trees may be substituted for large trees at a building's foundation at the rate of five ornamentals for each required Large Tree (5:1).
 - (a) Ornamental trees shall have a minimum size of three (3) inch caliper.
 - (b) Multi-trunked trees will be required to meet a three (3) inch requirement based on standard nursery trade specifications.
 - iii. Trees may be placed in groups with appropriate spacing for the species.
 - iv. The requirements of this section may be reduced if approved by the City Council and when additional pedestrian features; such as, plazas, seating areas, fountains, and outdoor recreation facilities are provided. These facilities must occupy an area equal to or greater than five percent (5%) of the building's total square footage.
6. Landscaping for Nonresidential Areas Adjacent to Residential Areas. A 20-foot wide landscaped buffer shall be provided adjacent to land zoned for residential uses.
7. Landscaping for Below-Grade Open Parking Structures in the Front Yard
 - a. Where below grade open parking is provided in the front yard setback of non-residentially zoned properties, the required landscaping shall comply with the following regulations:

- i. An 18-foot wide landscape edge shall be provided between the below-grade Parking Structure and the street Right-of-Way.
- (a) The landscape edge is exclusive of street Right-of-Way; and
 - ii. The 18-foot landscape edge shall include a minimum 36-inch tall berm, measured from the property line after grading.
 - (a) The berm shall not exceed a 33 percent slope.
 - (b) One shade tree (3 inch caliper minimum) (per Table 15: Recommended Plant Material List) shall be provided for each 50 feet of street frontage within the landscape edge between the below grade open parking and the street Right-of-Way.

8. Measurement.

- (1) Trees with a single trunk shall be measured at 12 inches above the natural ground level.
- (2) If the trunk splits into multiple trunks below the 12 inch level, then the multiple trunk trees are measured by the following formula.
 - (i) Measure largest trunk circumference at 12 inches above the natural ground level.
 - (ii) Remaining trunks, measure circumference at 12 inches above the natural ground level and divided by two.
 - (iii) Add subsections (A) and (B) for total circumference, divide total by 3.14 to get caliper.

B. Residential Landscaping Requirements These standards shall apply to all Residential Zoning Districts. Any area within a PD, Planned Development containing landscaping standards shall be regulated by the more restrictive standards.

Residential Landscaping shall be required according to the following sections:

<i>Table 14: Residential Landscaping Requirements (Section References)</i>	
<i>Section Number</i>	<i>Section Title</i>
2.09.01. B.1	Multi-Family, Single Family Attached and Retirement Housing Landscaping Requirements
2.09.01. B.2	Landscaping Requirements for Single Family Developments

1. Multi-Family, Single Family Attached and Retirement Housing Landscaping Requirements.

Landscape Edge. A landscaped edge shall be provided adjacent to all streets.

- a. The landscaped edge shall be the following minimum widths, exclusive of street Right-of-Way.
 - (a) Landscape buffer width adjacent to Arterial Street Freeway, or Expressway: Twenty (20) feet.
 - (b) Landscape buffer width adjacent to Collector Street: Fifteen (15) feet.
 - (c) Landscape buffer width adjacent to Local Street: Ten (10) feet.
- ii. Within the landscaped edge, one (1) shade tree (3 inch caliper minimum) (per Table 15: Recommended Plant Material List) shall be planted per 30 linear feet of landscaped

edge. The Director of Planning may approve the grouping or clustering of trees to accommodate driveway spacing, utilities, drainage facilities, or similar site features.

- iii. The number of required trees shall be calculated solely on the area of the required landscaped edge.
- b. Shrub Buffer for Parking Lots and Drives. Where parking lots and drives abut the landscaped edge, shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.
 - i. The number of required shrubs shall be calculated solely on the area of the required landscaped edge.
 - ii. Shrubs shall be planted in planting beds.
 - iii. A berm may be placed within the landscaped edge in lieu of the required shrubs unless needed for a headlight screen.
 - iv. The berm must be 18 to 40 inches above the average grade of the street and parking lot curbs.
 - v. The slope of berm shall not exceed a 33 percent grade.
- c. If the parking lot is located 50 feet or more from the street Right-of-Way line, no shrubs or berms will be required unless needed for a headlight screen.
- d. The Applicant is also encouraged to plant a variety of ornamental trees and flowers in addition to the required plantings.
- e. Any permeable surface not occupied by trees, shrubs, plantings beds, signs or other permitted fixtures shall be planted with turf or other living ground cover.
- f. The Planning and Zoning Commission and the City Council may reduce the width of the required landscaped edge during Site Plan review when the reduction is required for a Public Improvement.
- g. Parking areas shall be landscaped in addition to the required landscaped edge.
 - i. Twenty (20) square feet of landscaping for each parking space shall be provided within the paved boundaries including one (1) shade tree (3" caliper minimum) or ornamental tree (per Table 15: Recommended Plant Material List) per ten (10) parking spaces.
- h. All landscaped areas shall be protected by a raised six (6) inch concrete curb.
 - i. Pavement shall not be placed closer than five (5) feet from the trunk of a tree unless a staff approved root barrier is utilized.
- i. One (1) shade tree (3" caliper minimum) or ornamental tree per 1,000 square feet of required open space (e.g., required yards) shall be provided.
- j. No site developed prior to the effective date of this section shall be required to conform to the landscaping requirements of this section unless the site is redeveloped or there is a thirty percent (30%) or more increase in the existing square footage of building area and/or reconstruction of the existing parking lot.
- k. Additional Multi-family Landscape Requirements. The multi-family complex shall be landscaped in accordance with 2.09.01. Landscaping Regulations. If more than one apartment building is permitted to be placed upon a single lot, the following areas shall be landscaped:

- i. A twenty (20) foot strip along the front and rear of the buildings as measured from the foundation.
- ii. A fifteen (15) foot strip along all other sides of the buildings as measured from the foundation.
- iii. That area adjacent to building corners determined by extending the front, rear, and side landscape limits to their point of intersection.
- iv. Any additional landscape area that is needed to meet the City's requirements shall be indicated and fully described upon the plat.

2. Landscaping Requirements for Attached and Detached Single Family Developments.

A. Perimeter landscaping requirements.

- a. Landscaped Edge. A landscaped edge shall be provided adjacent to all streets which lay on the perimeter of a residential subdivision.
 - i. The landscaped edge shall be the following minimum widths, exclusive of street Right-of-Way.
 - (a) Landscape buffer width adjacent to Arterial Street, Freeway, or Expressway: Twenty (20) feet.
 - (b) Landscape buffer width adjacent to Collector Street: Fifteen (15) feet.
 - (c) Landscape buffer width adjacent to Local Street: Ten (10) feet.
 - ii. Within the landscaped edge, one (1) shade tree (3" caliper minimum) (per Table 15: Recommended Plant Material List) shall be planted per 30 linear feet of landscaped edge. The Director of Planning may approve the grouping or clustering of trees to accommodate driveway spacing, utilities, drainage facilities, or similar site features.
 - iii. The number of required trees shall be calculated solely on the area of the required landscaped edge.

B. Landscaping requirements for attached and detached Single Family lots.

(a) Required Landscaping

- (1) Trees shall be planted to meet the total number of caliper inches referenced in the table below. Required large trees shall not be smaller than three (3) caliper inches; required small trees shall not be smaller than two (2) caliper inches in size. A minimum of one (1) large and one (1) small tree shall be located in the front yard of all residential lots. The remaining required trees may be placed in the front or rear of the residential lot.

<u>Size of lot (sq. ft.)</u>	<u>Caliper Inches</u>	<u>Number of Shrubs</u>
2,500–6,999	5	12
7,000–8,999	8	15
9,000–19,999	11	20
20,000+	14	25

(b) Location of trees.

- (1) No trees are to be planted within the parkway, the area between the back of curb and the right-of-way/property line.
- (2) Trees are to be placed in a location which does not interfere with overhead and/or underground utility easements.
- (3) Trees are to be spaced so that at mature growth their canopies do not interfere with one another.

(c) Measurement.

- (1) Trees with a single trunk shall be measured at 12 inches above the natural ground level.
- (2) If the trunk splits into multiple trunks below the 12 inch level, then the multiple trunk trees are measured by the following formula.
 - (i) Measure largest trunk circumference at 12 inches above the natural ground level.
 - (ii) Remaining trunks, measure circumference at 12 inches above the natural ground level and divided by two.
 - (iii) Add subsections (A) and (B) for total circumference, divide total by 3.14 to get caliper.

(d) Additional vegetation requirements.

- (1) Required shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard of all residential lots. Shrubs may be substituted with small trees when planted in the front yard.
- (2) Solid vegetative ground cover or lawn for the entirety of the lot that is not otherwise covered by mulched planter beds, building(s) and/or driveway area(s).
- (3) All landscaping required above shall be planted prior to issuance of the certificate of occupancy on the dwelling(s).

C. Landscape Maintenance Requirements

1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not a part of the landscaping.
3. An automatic irrigation system with rain and freeze sensors is required for all landscaping except for single family residences.
4. All cut areas front, side, and rear must have sod for erosion control.
5. Any Developer desiring to install and maintain landscaping materials and irrigation facilities within the City Right-of-Way must first receive written approval from the Director of Public Works.
7. Replacement of dead landscaping shall occur prior to the issuance of a certificate of occupancy.

D. Landscaping Incentives: Private Detention and Retention Ponds Designed as Amenities

1. Incentive. If a private detention or retention pond is designed and maintained according to the following standards, then a ten (10) percent increase in the maximum building area coverage listed in 2.08.05. Nonresidential Dimensional Regulations Chart shall be granted.
2. Applicability. All non-residentially zoned land or uses shall be eligible for the incentive.

3. Standards for Detention and Retention Ponds as Amenities. A private detention or retention pond shall be considered an amenity if it meets the following design considerations:
 - a. Located between the building and the street or completely bounded by streets,
 - b. Viewable from public space,
 - c. Any slope of the pond area does not exceed thirty-three (33) percent,
 - d. Accessible by patrons,
 - e. Seating area, public art, or fountain,
 - f. One tree or planter at least sixteen (16) square feet in size for every two hundred (200) square feet of open space, and be located within or directly adjacent to the open space; and
 - g. The Site Plan and plat, if applicable acknowledge the responsibility of the owner or property owners association to maintain the pond.
4. Example of a Detention/Retention Pond Designed as an Amenity.

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Figure 4: Example of a Detention/Retention Pond Designed as an Amenity

5. Example of a Detention/Retention Pond not Designed as an Amenity.

✘ The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.



Figure 5: Example of a Detention/Retention Pond not Designed as an Amenity

E. Approved Plant Materials

1. The use of artificial plants or turf are expressly prohibited for compliance with this UDC.
2. Use of drought tolerant plants are encouraged to meet the requirements of this UDC.
3. The following is the approved plant material list for plant materials required in this UDC:

Table 15: Recommended Plant Material List.

CANOPY (SHADE) TREES – HARDINESS ZONE 8								
Common Name	Botanical Name	TX Native	Mature Height	Mature Spread	Light Req.	Water	Foliage	Util. Appr.
Ash, Texas	<i>Fraxinus texensis</i>	Y	30'	40-50'	Sun	VL	Decid.	
Cedar, Eastern Red	<i>Juniperus virginiana</i>	Y	20-50'	15-25'	Sun	M	Everg.	
Cherry, Escarpment Black	<i>Prunus serotina var. eximia</i>	Y	25-50'	25-35'	Sun/part shade	L	Decid.	
Cypress, Arizona	<i>Cupressus arizonica</i>	Y	20-50'	15-25'	Sun	L	Everg.	
Elm, American	<i>Ulmus americana</i>		70-90'	50-90'	Sun/part shade	M	Decid.	
Elm, Cedar	<i>Ulmus crassifolia</i>	Y	25-60'	25-35'	Sun/part shade	L	Decid.	
Elm, Lacebark	<i>Ulmus parvifolia</i>		40-60'	30-40'	Sun	M	Decid.	
Locust, Honey (thornless)	<i>Gleditsia triacanthos inermis</i>	Y	30-50'	25-35'	Sun/part shade		Decid.	
Maple, Big Tooth	<i>Acer grandidentatum</i>	Y	40-50'	20-30'	Sun/part shade	VL	Decid.	
Mesquite, Honey	<i>Prosopis glandulosa</i>	Y	Y	25-30'	Sun	VL	Decid.	Yes
Oak, Bur	<i>Quercus macrocarpa</i>	Y	50-75'	50'+	Sun	VL	Decid.	
Oak, Chinquapin	<i>Quercus muhlenbergii</i>	Y	30-60'	30-40'	Sun	M	Decid.	
Oak, Lacey	<i>Quercus laceyi</i>	Y	20-35'	25'	Sun	VL	Decid.	
Oak, Monterey (Mexican White)	<i>Quercus polymorpha</i>	Y	40-60'	30-40'	Sun	VL	Everg.	
Oak, Escarpment Live*	<i>Quercus fusiformis</i>	Y	20-40'	50'+	Sun	L-VL	Everg.	
Oak, Shumard Red*	<i>Quercus shumardii</i>	Y	30-50'	30'-50'	Sun	L	Decid.	
Oak, Southern Live*	<i>Quercus virginiana</i>	Y	30-50'	50'+	Sun	L-VL	Everg.	
Oak, Texas Red*	<i>Quercus texana</i>	Y	15-30'	15-30'	Sun	L	Decid.	
Oak, Post	<i>Quercus stellata</i>		30-50'	60-80'	Sun/part shade	M	Decid.	
Pecan	<i>Carya illinoensis</i>	Y	60-90'	60-75'	Sun	M	Decid.	
Pine, Italian Stone	<i>Pinus pinea</i>		35-60'	20-40'	Sun	L	Everg.	
Sycamore, Mexican	<i>Platanus mexicana</i>		30-50'	40'	Sun/part shade	M-L	Decid.	
Walnut, Texas Little	<i>Juglans microcarpa</i>	Y	18-20'	20'	Sun/part shade	M	Decid.	

* May not be used in Oak Wilt prone area.

UNDERS TORY (SMALL) TREES – HARDINESS ZONE 8								
Common Name	Botanical Name	TX Native	Typ. Height	Typ. Spread	Light Req.	Water	Foliage	Util. Appr.
Buckeye, Mexican	<i>Ungnadia speciosa</i>	Y	8-15'	12-20'	Sun/part shade	L	Decid.	Yes
Cherry Laurel	<i>Prunus caroliniana</i>	Y	15-20'	12-15'	Sun/part shade	M	Everg.	
Chitalpa	<i>Chitalpa tashkentensis</i>		25-30'	15-20'	Sun/part shade	L	Decid.	
Crapemyrtle	<i>Lagerstroemia indica</i>		4-30'	10-20'	Sun	L-M	Decid.	Yes
Desert Willow	<i>Chilopsis linearis</i>	Y	10-25'	15-20'	Sun/part shade	VL	Decid.	Yes
Dogwood, Rough-leaf	<i>Cornus drummondii</i>	Y	8-15'	10-15'	Sun/shade	M	Decid.	
Eve's Necklace	<i>Sophora affinis</i>	Y	10-20'	15-20'	Sun/part shade	L	Decid.	Yes
Possumhaw	<i>Ilex decidua</i>	Y	12-15'	12'	Sun/part shade	L-M	Decid.	Yes
Holly, Yaupon	<i>Ilex vomitoria</i>	Y	15-25'	10-15'	Sun/part shade	L-M	Everg.	Yes
Mountain-laurel, Texas	<i>Sophora secundiflora</i>	Y	10-20'	8-12'	Sun/part shade	L	Everg.	Yes
Persimmon, Texas	<i>Diospyros texana</i>	Y	8-15'	8-12'	Sun/part shade	VL	Decid.	Yes
Pistache, Texas	<i>Pistacia texana</i>	Y	10-30'	30-45'	Sun/part shade	VL	Everg.	
Plum, Mexican	<i>Prunus mexicana</i>	Y	15-25'	15-20'	Sun/part shade	L	Decid.	Yes
Redbud, Mexican	<i>Cercis canadensis</i> var. <i>mexicana</i>	Y	15-30'	12-15'	Sun/part shade	VL	Decid.	Yes
Redbud, Texas	<i>Cercis canadensis</i> var. <i>texensis</i>	Y	15-30'	12-15'	Sun/part shade	L	Decid.	Yes
Retama Palo Verde	<i>Parkinsonia aculeata</i>	Y	12-20'	12-20'	Part shade/ sun	VL	Decid.	
Sumac, Flameleaf	<i>Rhus lanceolata</i>	Y	10-30'	15-20'	Sun/part shade	L	Decid.	
Viburnum, Rusty Blackhaw	<i>Viburnum rufidulum</i>	Y	10-30'	10-15'	Sun/shade	L	Decid.	
Wax Myrtle	<i>Myrica cerifera</i>	Y	10-15'	6-15'	Sun/part shade	M	Everg.	Yes

SHRUBS – HARDINESS ZONE 8

Common Name	Scientific Name	TX Native	Mature Height	Mature Spread	Light Req.	Water	Evergreen/Deciduous
LARGE (SCREENING)							
Abelia Glossy	<i>Abelia grandiflora</i>		6'	6'	Sun/part shade	L-M	E
Acuba	<i>Acuba japonica</i>		3-5'	3-5'	Part shade	M	E
Cotoneaster	<i>Cotoneaster sp.</i>		3-5'	4-7'	Sun/Part shade	M	E
Hawthorne, Indian	<i>Rhamphiolepis indica</i>		4-6'	4-6'	Sun/part shade	M	E
Holly, Burford	<i>Ilex cornuta 'Burfordii'</i>		8-12'	8-10'	Sun/part shade	L	E
Holly, Dwarf Burford	<i>Ilex cornuta 'Burfordii Nana'</i>		4-6'	3-4'	Sun/Part shade	L	E
Holly, Dwarf Chinese	<i>Ilex cornuta 'Rotunda nana'</i>		3-4'	3-6'	Sun/Part shade	L	E
Holly, Nellie R. Stevens	<i>Ilex cornuta 'Nellie R. Stevens'</i>		8-10'	5-6'	Sun	L-M	E
Holly, Dwarf Yaupon	<i>Ilex vomitoria 'Nana'</i>	Y	2-4'	2-4'	Sun/shade	L	E
Rosemary, Upright	<i>Rosmarinus officinalis</i>		4'	4-6'	Sun	M	E
Sage, Texas	<i>Leucophyllum frutescens</i>	Y	4-5'	4-5'	Sun	L	E
Wax Myrtle, Dwarf	<i>Myrica pusilla; Morella cerifera var. numila</i>		3-5'	3-6'	Part shade/ sun	M	E
Wax Myrtle, Southern	<i>Myrica cerifera</i>	Y	Shrub to 10'	6-15'	Sun/ part shade	M	E
Yucca, Spanish Dagger	<i>Yucca rostrata</i>	Y	5-15'	4'	Sun/part shade	VL	E
MEDIUM							
Agave, Blue	<i>Agave tequilana</i>		6'	6'	Sun	VL	E
Agave, Century Plant	<i>Agave americana</i>	Y	6'	8-10'	Sun/part shade	VL	E
American Beautyberry	<i>Callicarpa americana</i>	Y	4-6'	6'	Part shade/shade	L-M	D
Cactus, Prickly Pear	<i>Opuntia spp.</i>	Y	3-4'	3-4'	Sun	L	E
Esperanza/ Yellow Bells	<i>Tecoma stans</i>	Y	4'-8'	4-6'	Sun	L-M	D
Flame Acanthus	<i>Anisacanthus quadrifidus var. wrightii</i>	Y	3-4'	3-4'	Sun/part shade	VL	D
Indigo Spires	<i>Salvia 'Indigo Spires'</i>	Y	3-4'	5-7'	Sun/part shade	L-M	D
Lantana, Texas	<i>Lantana horrida</i>	Y	2-6'	4-5'	Sun	VL	D
Palmetto, Texas Dwarf	<i>Sabal minor</i>	Y	3-5'	4-6'	Sun/shade	M	E
Rose, 'Knock Out'	<i>Rosa 'Knock Out'</i>		3'	3'	Sun	M	SE
Sage, Cherry (Autumn Sage)	<i>Salvia greggii</i>	Y	2-3'	2-3'	Sun	L	E
Sage, Henry Duelberg (Blue Sage)	<i>Salvia farinacea 'Henry Duelberg'</i>	Y	3'	3'	Sun	L	D
Sage, Majestic	<i>Salvia guaranitica</i>		3-5'	4-5'	Sun/shade	L	D
Sage, Mexican Bush	<i>Salvia leucantha</i>		4-5'	4-5'	Sun	L	D
Sage, Russian	<i>Perovskia atricplifolia</i>		3'	3'	Sun	L	D
Sotol, Texas	<i>Dasyliirion texanum</i>	Y	3-4'	3-4'	Sun/part shade	L	E
Sumac, Fragrant	<i>Rhus aromatica</i>	Y	6-9'	4-6'	Sun/part shade	L	D
Turk's Cap	<i>Malvaviscus arboreus</i>	Y	2-6'	3-5'	Sun or shade	L	E
Yucca, Red	<i>Hesperaloe parviflora</i>		6'	4'	Sun	VL	E
Yucca, Softleaf	<i>Yucca recurvifolia</i>	Y	4-6'	3'	Sun/part shade	VL	E

SMALL							
Agave, Parry's	<i>Agave parryi</i>	Y	1-1.5'	1.5'	Sun/part shade	VL	E
Agave, Queen Victoria	<i>Agave victoriae-reginae</i>	Y	1.5'	1.5'	Sun/part shade	VL	E
Artemisia	<i>Artemisia 'Powis Castle'</i>		1-2'	3-6'	Sun	VL	E
Coralberry	<i>Symphoricarpos orbiculatus</i>	Y	2-3'	2-3'	Sun/part shade	L	D
Sage, Scarlet or 'Tropical'	<i>Salvia coccinea</i>	Y	1.5-3'	1-1.5'	Sun/Shade	L	D
Skullcap, Pink	<i>Scutellaria suffrutescens</i>		1'	3'	Sun/part shade	L	E
Yucca, Red	<i>Hesperaloe parviflora</i>	Y	2-4'	4'	Sun/part shade	VL	E

ORNAMENTAL GRASSES – HARDINESS ZONE 8							
Common Name	Scientific Name	TX Native	Mature Height	Mature Spread	Light Req.	Water	Evergreen/Deciduous
Bluestem, Big	<i>Andropogon gerardii</i>	Y	4-8'	2-3'	Sun/part shade	L	D
Bluestem, Little	<i>Schizachyrium scoparium</i>	Y	2-3'	1-1.5'	Sun/part shade	L	D
Feathergrass, Mexican; Mexican Wiregrass	<i>Nassella tenuissima</i>	Y	1-2'	1-2.5'	Sun/part shade	L	SE
Fountain Grass, Dwarf	<i>Pennisetum alopecuroides</i>		2.5-3'	2.5-3'	Sun	M	D
Indiangrass, Yellow Indian Grass	<i>Sorghastrum nutans</i>	Y	3-5'	1-1.5'	Sun/part shade/shade	L	D
Inland Sea oats	<i>Chasmanthium latifolium</i>	Y	1-3'	3-6'	Part sun/shade	L-M	D
Muhly, Bamboo	<i>Muhlenbergia dumosa</i>		4-5'	4-5'	Sun/part shade	L	E
Muhly, Big; Lindheimer	<i>Muhlenbergia lindheimeri</i>	Y	3-5'	3-4'	Sun/part shade	M-L	D
Muhly, Deer	<i>Muhlenbergia rigens</i>	T	1-1.5'	1-1.5'	Sun/part shade	L	D
Muhly, Gulf	<i>Muhlenbergia capillaris</i>	Y	2-2.5'	2-3'	Sun/part shade	L-M	D
Muhly, Pine	<i>Muhlenbergia dubia</i>	T	1-3'	1-3'	Sun/part shade	VL	E
Muhly, Seep	<i>Muhlenbergia reverchonii</i>	T	2-3'	1.5-2'	Sun	VL	D
Nolina; Ribbon Grass, Devil's Shoestring	<i>Nolina lindheimeriana</i>	E	1-3'	4-5'	Sun/part shade	L	E
Rye, Canada Wild	<i>Elymus canadensis</i>	T	2-4'	2-3'	Sun/part shade	M	D
Sideoats Grama	<i>Bouteloua curtipendula</i>	Y	1-3'	2-3'	Sun/part shade	L	D
Switchgrass	<i>Panicum virgatum</i>	Y	3-6'	1-3'	Sun/part shade	M	D
Wheatgrass, Western	<i>Pascopyrum smithii</i>		1-3'	1-1.5'	Sun/part shade	M	D

PROHIBITED PLANT SPECIES *	
Common Name	Scientific Name

PROHIBITED PLANT SPECIES *	
Bamboo	<i>Phyllostachys aurea; Bambusa spp.</i>
Cat's Claw Vine	<i>Macfadyena unguis-cati</i>
Cattail	<i>Typha spp.</i>
Chinaberry	<i>Melia azedarach</i>
Chinese Parasol Tree	<i>Firmiana simplex</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Chinese Tallow	<i>Sapium sebiferum</i>
English Ivy	<i>Hedera helix</i>
Giant Cane; Giant Reed	<i>Arundo donax</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Jimsonweed	<i>Datura stramonium</i>
Jujube	<i>Ziziphus zizyphus</i>
Kudzu	<i>Pueraria lobata</i>
Ligustrum, Japanese	<i>Ligustrum, lucidum</i>
Ligustrum, Wax Leaf	<i>Ligustrum japonicum</i>
Mimosa (non-native)	<i>Albizia julibrissin</i>
Mulberry, Paper	<i>Broussonetia papyrifera</i>
Mulberry, White	<i>Morus alba</i>
Nandina (fruiting varieties)	<i>Nandina spp.</i>
Oleander	<i>Nerium oleander</i>
Pampas Grass	<i>Cortadenia selloana</i>
Princess Tree; Empress Tree	<i>Paulownia tomentosa</i>
Pines, non-native	<i>Pinus elliotii; P. eldarica, P. virginiana</i>
Photinia, Chinese	<i>Photinia spp.</i>
Privet, Common	<i>Ligustrum sinense, Ligustrum vulgare (and others)</i>
Pyracantha	<i>Pyracantha spp.</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Tamarsik, Salt Cedar	<i>Tamarix spp.</i>
Tree of Heaven	<i>Ailanthus altissima</i>
Vinca, Periwinkle	<i>Vinca major & V. minor</i>
Vitex, Lilac Tree; Chaste Tree	<i>Vitex agnus-castus</i>
Wisteria, Chinese	<i>Wisteria sinensis (and others)</i>

- F. Approval of Alternative Landscaping . A request for alternative landscaping may be submitted and acted upon in accordance with the accompanying site plan or planned development request. The City

Council, or alternatively the Director of Planning and Development if the site plan or planned development amendment meets the criteria for administrative approval, may approve the following, based upon a finding that the proposed alternative meets the spirit and intent of this Section 2.09.01 Landscaping Regulations:

1. Location or Type of Required Landscape Material.
 - a. Alternatives or minor changes to the location or type of required landscape materials due to unusual topographic constraints, sight restrictions, siting requirements, preservation of existing stands of native trees or similar conditions, or in order to maintain consistency of established front yard setbacks.
 - b. These minor changes may vary the location of required landscape materials, but may not reduce the amount of required landscape area or the amount of landscape materials.
2. Required Landscaping Edges and Buffers.
 - a. Alternatives or minor changes to the required landscape edges and buffers along a street frontage if immediately adjacent properties on both sides (at side property lines) have a smaller or no landscape buffer strip, in order to maintain consistency between existing parking lot and drive aisle alignments.
 - b. If an alternative landscape edge or buffer is granted, an equal amount of landscaped area and trees shall be provided elsewhere on the site as may be deemed appropriate by the City Council.
3. Landscaping for Nonresidential Areas Adjacent to Residential Areas.
 - a. Partial or complete relief from the landscaping buffer requirement within 2.09.01. A.6, if the applicable lot is smaller than two (2) acres.
 - b. If an alternative buffer is granted, adequate screening shall be provided to ensure an equivalent buffer effect.

G. Entryways and Amenity Features within City Right-of-Way

1. Entryway or amenity features within City Right-of-Way may be developed under the responsibility of a Homeowners' or Property Owners' Association.
 - a. Documents shall be submitted, reviewed, and approved by the Director of Planning.”

2.02. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Subsection 2.09 “Zoning Development Regulations”, Section 2.09.01 “Tree Preservation”, is hereby amended to be read in its entirety as follows with all other sections of Subsection 2.09, “Zoning Development Regulations” not specifically amended hereby remaining in full force and effect:

“2.09.02. Tree Preservation

- A. Definitions For the purposes of this Section 2.09.02. Tree Preservation, the following terms shall have the special meaning respectively ascribed to them below, which special meanings shall govern in case of any conflict with other definitions set forth in the City Code of Ordinances.
1. Approval. Approval of a Preliminary Plat Application, or Site Plan Application pursuant to a duly executed Application for a Tree Survey, Tree Protection Plan, or Tree Mitigation Plan.

2. Owner. The person who has legal title to the property or a lessee, agent, employee or other person acting on behalf of the titleholder with authorization to do so.
3. Protected Tree.
 - a. Any tree having a trunk caliper of six inches (6") or more, measured 4' 6" above natural grade level.
 - b. The following trees are excluded from the above definition of Protected Tree:

<i>Table 16: Trees Excluded from the Protected Tree Definition</i>		
<i>#</i>	<i>Common Name</i>	<i>Botanical Name</i>
1	Bois d' Arc	Maclura pomifera
2	Chinaberry	Melia azedarach
3	Cottonwood	Populus deltoides
4	Hackberry, Texas Sugarberry	Celtis laevigata
5	Honey Locust	Gleditsia triacanthos
6	Mesquite	Populus deltoides
7	Mimosa	Mimosa sp.
8	Mulberry	Morus rubra
9	Silver Leaf Maple	Acer saccharinum
10	White Poplar	Populus alba
11	Willow	Willow sp.

4. Removal. As applied to a Protected Tree, means uprooting, severing the main trunk of the tree, or any act which causes, or may reasonably be expected to cause, the tree to die, including but not limited to:
 - a. Damage inflicted upon the root system by machinery, storage of materials, or soil compaction;
 - b. Substantially changing the natural grade above the root system or around the trunk;
 - c. Excessive pruning; or
 - d. Paving with concrete, asphalt, or other impervious materials in a manner which may reasonably be expected to kill the tree.
5. Tree. A self-supporting, woody, perennial plant which may have one or more stems or trunks, in which case the cumulative total diameters of those trunks shall be calculated in determining whether the trunk of the tree is six inches (6") in diameter or larger.

B. Tree Preservation and Replacement

1. City Approval Required. Any person commits an offense if the person, directly or indirectly, causes, permits or allows the cutting down, destruction, removal, or damaging of any Protected Tree prior to the approval of a:
 - a. Tree Survey,

- b. Tree Protection Plan, or
 - c. Tree Mitigation Plan.
- 2. The following are exempt from Section 2.09.02. B.1:
 - a. A tree is located in the yard area of developed and owner-occupied residential property, or
 - b. A tree or parts of trees and branches over hang and extend laterally into the space over public property.
- 3. Replacement Trees Required.
 - a. The owner of the property from which a Protected Tree was removed or where such tree died shall replace the tree with new trees having a total tree caliper width equal to the width of the tree(s) removed.
 - b. Replacement trees must be of a variety listed within Table 15: Recommended Plant Material List.
- 4. Heavily Treed Lots.
 - a. A lot shall be considered "heavily treed" if the lot has tree canopy coverage of 50 percent or more of the lot's land area.
 - b. The Applicant shall be responsible for showing and calculating the tree canopy coverage on the Application.
 - c. A heavily treed lot shall be allowed to reduce the amount of Protected Trees (required in 2.09.02. B.3) needing to be replaced by 50 percent.
- C. Tree Survey Every Preliminary Plat Application, or Site Plan Application must be accompanied by a Tree Survey and Tree Protection Plan.
 - 1. The Tree Survey shall graphically identify all trees including Protected Trees and be in a format acceptable to the Director of Planning.
 - 2. The Tree Survey shall be prepared by a Registered Professional Landscape Architect or Certified Arborist.
 - 3. No Application shall be deemed complete until a Tree Survey has been submitted.
- D. Tree Protection Plan At or before the Preliminary Plat or Site Plan review and prior to the removal of any trees, the Applicant shall submit a Tree Protection Plan, which shall graphically identify Protected Trees and identify those being preserved and those being removed. Notably, the Tree Protection Plan is submitted jointly with the Tree Survey or a previously approved Tree Survey, if development is occurring in stages or phases.
- E. Tree Mitigation Plan If a property owner or his agent removes a Protected Tree without an approved Tree Survey/Tree Protection Plan, he shall submit a Tree Mitigation Plan to remedy the damage and such plan shall not become effective until approved by the City Council.
- F. Tree Removal Prohibited Any person commits an offense if the person, directly or indirectly, causes, permits or allows development subject to 2.09.02. C. Tree Survey to begin; including, but not limited to, grading or tree removal on applicable sites prior to the approval of a Tree Survey and Tree Protection Plan.
- G. Tree Protection at Time of Construction
 - 1. All trees within an approved building site to be preserved shall be flagged and encircled with protective fencing that extends beyond the full spread of the tree branches.

2. No construction is to occur within an area that constitutes more than fifty (50) percent of the critical root zone (as measured from the edge of the drip line to the trunk of the tree) for each tree being preserved.
3. Additionally, no more than thirty (30) percent of the viable portion of a Protected Tree's crown may be removed.
4. No grading or tree removal shall occur on a lot until the grading and Tree Protection Plan has been approved.
 - a. Tree wells. Tree wells shall be limited to a maximum depth of four (4) feet measured from finished grade.
 - b. Tree Islands. Tree islands shall be limited to a maximum height of four (4) feet measured from finished grade.

H. Enforcement and Violations

1. Enforcement of these criteria shall be in the field as well as on the plan.
2. Plan adjustments made during construction must be approved by the Director of Planning.

I. Protected Tree Removal Information

1. Application for the removal of a Protected Tree located on privately owned property shall be made by the owner of the property on which such tree is located.
2. An application for the removal of a Protected Tree shall specify:
 - a. The location of the tree.
 - b. The caliper of the trunk of the tree, as measured 4' 6" above natural grade level.
 - c. The approximate crown size of the tree.
 - d. The species and/or common name of the tree.
 - e. The approximate size of the lot, tract, or parcel on which it is located.
 - f. The reason for the proposed removal.
 - g. Such other information as may be reasonably required by the Director of Planning.

J. Protected Tree Removal

1. Approval Criteria for Public Land. The City shall approve an Application for the removal of a Protected Tree in connection with construction, maintenance, or repair of public facilities in or above a public street, alley, Right-of-Way or easement, or other public land under one or more of the following conditions:
 - a. The location of the tree prevents the opening of reasonable and necessary vehicular traffic lanes in a street or alley;
 - b. The location of the tree prevents the construction of utility lines or drainage facilities which may not feasibly be rerouted;
 - c. The location of the tree prevents all reasonable access to the property; or
 - d. The denial of approval of such Application would deny a political subdivision of the state the reasonable use of public property for the achievement of its public purpose.
2. Approval Criteria for Building Sites. The City shall approve an Application for the removal of a Protected Tree in connection with one or more of the following conditions:

- a. Building pad site (including an area 5' from the edge of the building pad),
 - b. Street Right-of-Way,
 - c. Utility Easement, or
 - d. Driveway.
3. Special Approval Criteria. Notwithstanding any of the foregoing provisions of this section, the City shall approve an Application for the removal of a Protected Tree under the following circumstances:
- a. The Building Official determines that the tree constitutes a hazard to life or property which cannot reasonably be mitigated without removing the tree; or
 - b. The Building Official determines that the tree is dying, dead or diseased to the point that its restoration to sound condition is not practicable, or that its disease can be expected to be transmitted to other trees and to endanger their health.

K. Approval of Alternative Compliance

- 1. Replacement Trees.
 - a. The City Council may approve a developer's request to plant replacement tree(s) either on the same property from which the tree was removed or on other property within the City Limits. Trees may be planted on City property.
 - b. The applicant shall plant trees selected from the City approved list of trees and purchase them from a nursery or supplier approved by the City. A list of approved suppliers shall be kept on file in the Planning and Development Department.
 - c. The trees shall be shown on the approved Landscape Plan as part of the Site Plan.
- 2. Fee in Lieu of Replacement Trees.
 - a. The City Council may approve payment of a fee in lieu of replacement trees. A developer may apply for approval of a fee in lieu of replacement only for developments which meet one of the following criteria:
 - i. If the proposed subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees, or
 - ii. If the required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing tree.
 - iii. If the required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)
 - iv. If the City has no available property for additional trees to be planted.
- 3. The fee shall be established by the City Council at a cost of \$150 per caliper inch.
- 4. Administration of Tree Fund.
 - a. The City shall administer the Tree Fund. Tree funds shall be used only for the following purposes: to purchase, plant and irrigate trees on public property, to preserve wooded property that remains in a naturalistic state in perpetuity, to perform and maintain a city-wide tree inventory and to educate citizens and developers on the benefits and value of trees.
 - b. Fees contributed to the Tree Fund shall be paid prior to the pre-construction meeting on all Commercial, Industrial, Multi-Family Residential, Residential and Mixed Use

Developments, and prior to filing a Final Plat in the Denton County Clerk's Office for all single-family Residential Subdivisions.

- c. No acceptance of public improvements shall be authorized until all replacement trees have been planted or a fee in lieu of replacement has been approved, and required payments have been made to the Tree Fund.
- d. Voluntary contributions for tree preservation shall be placed in the Tree Fund.”

**SECTION 4.
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 6.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 7.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS _____th DAY OF _____, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

ORDINANCE NO. 19-2-21-__

LANDSCAPING REGULATIONS AMENDMENT

AN ORDINANCE AMENDING THE *COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”)*, BY REPEALING SECTION 2.09.01, “LANDSCAPING REGULATIONS” AND SECTION 2.09.02 “TREE PRESERVATION” OF SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS” OF SECTION 2, “ZONING REGULATIONS” AND ADOPTING A NEW SECTION 2.09.01, “LANDSCAPING REGULATIONS AND A NEW SECTION 2.09.02 “TREE PRESERVATION” OF SECTION 2, “ZONING REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies types and quantities of landscaping required within the City; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations and procedures for landscaping regulations and tree preservation within the UDC; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission voted to recommend approval of the proposed amendments to the City Council; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City has reviewed the proposed amendments to the regulations and procedures for landscaping regulations and tree preservation in the UDC and has determined that the incorporated amendments are appropriate to aid with the orderly development and use of land; and

WHEREAS, the City has determined that the amendments proposed relating to landscaping regulations and tree preservation will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the City’s landscaping regulations and tree preservation standards should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

2.09.01. - Landscaping Regulations

A. Nonresidential Landscaping Requirements These standards shall apply to all Nonresidential Zoning Districts and Special Zoning Districts. Any area within a PD, Planned Development district containing landscaping standards shall be regulated by the more restrictive standards.

Nonresidential Landscaping shall be required according to the following sections:

<i>Table 13: Nonresidential Landscaping Requirements (Section References)</i>	
<i>Section Number</i>	<i>Section Title</i>
2.09.01. A.1	Landscaping Along Street Right-of-Way
2.09.01. A.2	Interior Parking Lot Landscaping
2.09.01. A.3	Landscaping for Corner Lots
2.09.01. A.4	Landscaping/Screening for Parking Lots Adjacent to Residential Areas

2.09.01. A.5	Foundation Plantings for Buildings 50,000 Square Feet or Larger
2.09.01. A.6	Landscaping for Nonresidential Areas Adjacent to Residential Areas
2.09.01. A.7	Landscaping for Below-Grade Open Parking Structures in the Front Yard

1. Landscaping Along Street Right-of-Way. All commercial, industrial and other nonresidential uses shall comply with the following streetscape requirements:
 - a. Landscaped Edge. A landscaped edge shall be provided adjacent to all streets.
 - i. The landscaped edge shall be the following minimum widths, exclusive of street Right-of-Way.
 - (a) Landscape buffer width adjacent to Arterial Street, Freeway or Expressway: Twenty (20) feet.
 - (b) Landscape buffer width adjacent to Collector Street: Fifteen (15) feet.
 - (c) Landscape buffer width adjacent to Local Street: Ten (10) feet.
 - ii. Within the landscaped edge, one (1) shade tree (3" caliper minimum) (per Table 15: Recommended Plant Material List) shall be planted per 30 linear feet of landscaped edge. The grouping or clustering of required trees to accommodate driveway spacing, utilities, drainage facilities, or similar site features is permitted.
 - iii. The number of required trees shall be calculated solely on the area of the required landscaped edge.
 - c. Vehicle headlight screening abutting the landscape edge. Where parking lots, drives, and access easements abut the landscaped edge, shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.
 - i. The number of required shrubs shall be calculated solely on the area of the required landscaped edge.
 - ii. Shrubs shall be planted in planting beds.
 - iii. A berm may be placed within the landscaped edge in lieu of the required shrubs unless needed for a headlight screen. (See 2.09.01. A.4 for possible additional landscaping requirements.)
 - iv. The berm must be 40 inches above the average grade of the street and parking lot curbs.
 - v. The slope of the berm shall not exceed a 33 percent grade.

- c. If the parking lot is located 50 feet or more from the street Right-of-Way line, no shrubs or berms will be required unless needed for a headlight screen. (See 2.09.01. A.4 for possible additional landscaping requirements.)
 - d. The Applicant is also encouraged to plant a variety of ornamental trees and flowers in addition to the required plantings.
 - e. Any permeable surface not occupied by trees, shrubs, planting beds, signs or other permitted fixtures shall be planted with turf or other living ground cover. Crushed granite may be utilized within 2 feet of the back of curb. The Director of Development Services may approve additional areas with an approved landscape plan.
2. Interior Parking Lot Landscaping. Any nonresidential parking area which contains more than 20 parking spaces shall provide interior landscaping in addition to the required Landscaped Edge (2.09.01. A.1.a):
- a. Interior Parking Lot Landscaping shall include all areas within the paved boundaries of the parking lot as well as planting islands, curbed areas, corner lots, parking spaces and all interior driveways and aisles except those with no parking spaces located on either side.
 - i. Landscaped areas outside of the parking lot may not be used to meet the Interior Parking Lot Landscaping requirement.
 - b. There shall be ten (10) square feet of Interior Parking Lot Landscaping for each parking space or fraction thereof.
 - c. There shall be one (1) shade tree (3" caliper minimum) or an ornamental (per Table 15: Recommended Plant Material List) tree for every ten (10) parking spaces or fraction thereof.
 - d. All landscaped areas shall be protected by a raised six (6) inch concrete curb.
 - i. Pavement shall not be placed closer than five (5) feet from the trunk of a new tree unless a City approved root barrier is utilized. Existing trees shall be protected with an area equal to the area encompassed by drip lines.
 - e. Where an existing parking area is altered or expanded to increase the number of spaces to more than twenty (20), Interior Parking Lot Landscaping shall be provided on the new portion of the lot in accordance with the above standards.
 - f. The requirements listed above shall not apply to structured parking garages.
3. Landscaping for Corner Lots. Corner lots (Lot, Corner) at the intersection of Arterial Streets, Freeways, & Expressways shall comply with the following landscaping requirements in addition to the required plantings for the Landscaped Edge and Interior Parking Lot Landscaping:
- a. A minimum of ten percent (10%) of the site area shall be devoted to landscaping;
 - b. A minimum 15-foot wide landscaped edge shall be located along all street Right-of-Way lines beginning at the corner and extending 175 feet or to the closest driveway.

- i. Beyond this point, the landscaped edge may be gradually reduced (over a distance of 25 feet) to match the required landscape edge.
 - c. A minimum landscaped area of 900 square feet shall be located at the intersection corner of the lot.
 - i. This landscaped area shall be provided within an area measured a minimum distance of 40 feet from the projected corner of the intersection on both sides of the lot.
- 4. Landscaping/Screening for Parking Lots Adjacent to Residential Areas. Where parking is within 50 feet of residentially zoned property and is not screened from view by a wall, berm or other screen, a continuous screen of shrubs (5 gallon minimum at the time of planting and planted in planting beds) must be placed adjacent to the parking. The required landscaping shall comply with the following regulations:
 - a. The required shrubs shall create a minimum four (4) foot tall screen within two (2) years of the date of planting.
- 5. Foundation Plantings for Buildings 50,000 Square Feet or Larger.

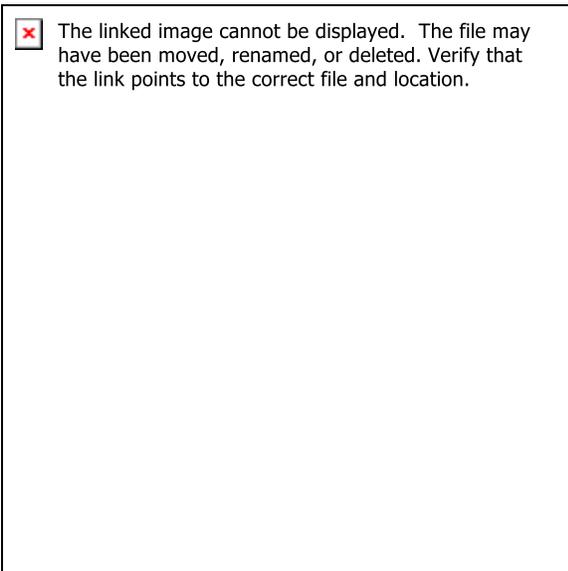


Figure 2: Building with Foundation Plantings

- a. Foundation plantings are required for buildings or groups of contiguous buildings that are 50,000 square feet or larger.
- b. One large tree [three (3) inch minimum caliper] shall be required for every ten thousand square feet of gross building area.
- c. These trees shall be planted within thirty feet (30') of the front facade.
- d. These plantings are intended to break up the large impervious areas.

- e. Plantings required by this section are in addition to trees required by other sections of this UDC.

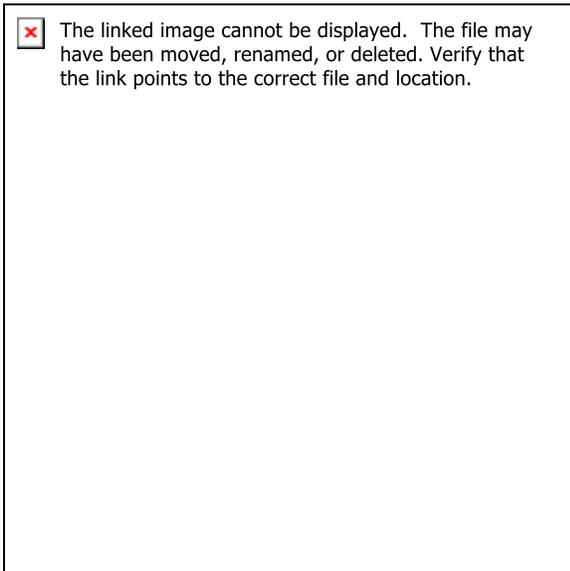


Figure 3: Building without Foundation Plantings

- f. Trees can be grouped or planted in singular form.
 - g. These tree plantings should be placed so as not to impede sign visibility or pedestrian safety.
 - h. Trees intended for foundation plantings shall meet the following criteria:
 - i. Trees planted less than four feet (4') from the back of curb shall be planted in a tree grate with a minimum diameter width of four feet (4').
 - ii. Ornamental trees may be substituted for large trees at a building's foundation at the rate of five ornamentals for each required Large Tree (5:1).
 - (a) Ornamental trees shall have a minimum size of three (3) inch caliper.
 - (b) Multi-trunked trees will be required to meet a three (3) inch requirement based on standard nursery trade specifications.
 - iii. Trees may be placed in groups with appropriate spacing for the species.
 - iv. The requirements of this section may be reduced if approved by the City Council and when additional pedestrian features; such as, plazas, seating areas, fountains, and outdoor recreation facilities are provided. These facilities must occupy an area equal to or greater than five percent (5%) of the building's total square footage.
6. Landscaping for Nonresidential Areas Adjacent to Residential Areas. A 20-foot wide landscaped buffer shall be provided adjacent to land zoned for residential uses.
7. Landscaping for Below-Grade Open Parking Structures in the Front Yard

- a. Where below grade open parking is provided in the front yard setback of nonresidentially zoned properties, the required landscaping shall comply with the following regulations:
 - i. An 18-foot wide landscape edge shall be provided between the below-grade Parking Structure and the street Right-of-Way.
 - (a) The landscape edge is exclusive of street Right-of-Way; and
 - ii. The 18-foot landscape edge shall include a minimum 36-inch tall berm, measured from the property line after grading.
 - (a) The berm shall not exceed a 33 percent slope.
 - (b) One shade tree (3 inch caliper minimum) (per Table 15: Recommended Plant Material List) shall be provided for each 50 feet of street frontage within the landscape edge between the below grade open parking and the street Right-of-Way.

8. Measurement.

- (1) Trees with a single trunk shall be measured at 12 inches above the natural ground level.
- (2) If the trunk splits into multiple trunks below the 12 inch level, then the multiple trunk trees are measured by the following formula.
 - (i) Measure largest trunk circumference at 12 inches above the natural ground level.
 - (ii) Remaining trunks, measure circumference at 12 inches above the natural ground level and divided by two.
 - (iii) Add subsections (i) and (ii) for total circumference, divide total by 3.14 to get caliper.

B. Residential Landscaping Requirements These standards shall apply to all Residential Zoning Districts. Any area within a PD, Planned Development containing landscaping standards shall be regulated by the more restrictive standards.

Residential Landscaping shall be required according to the following sections:

<i>Table 14: Residential Landscaping Requirements (Section References)</i>	
<i>Section Number</i>	<i>Section Title</i>
2.09.01. B.1	Multi-Family, Single Family Attached and Retirement Housing Landscaping Requirements
2.09.01. B.2	Landscaping Requirements for Single Family Developments

1. Multi-Family, Single Family Attached and Retirement Housing Landscaping Requirements.

Landscape Edge. A landscaped edge shall be provided adjacent to all streets.

- a. The landscaped edge shall be the following minimum widths, exclusive of street Right-of-Way.
 - (a) Landscape buffer width adjacent to Arterial Street Freeway, or Expressway: Twenty (20) feet.
 - (b) Landscape buffer width adjacent to Collector Street: Fifteen (15) feet.
 - (c) Landscape buffer width adjacent to Local Street: Ten (10) feet.
- ii. Within the landscaped edge, one (1) shade tree (3 inch caliper minimum) (per Table 15: Recommended Plant Material List) shall be planted per 30 linear feet of landscaped edge. The Director of Planning may approve the grouping or clustering of trees to accommodate driveway spacing, utilities, drainage facilities, or similar site features.
- iii. The number of required trees shall be calculated solely on the area of the required landscaped edge.
- b. Shrub Buffer for Parking Lots and Drives. Where parking lots and drives abut the landscaped edge, shrubs (5 gallon minimum) shall be planted to form a contiguous buffer along the common boundary line.
 - i. The number of required shrubs shall be calculated solely on the area of the required landscaped edge.
 - ii. Shrubs shall be planted in planting beds.
 - iii. A berm may be placed within the landscaped edge in lieu of the required shrubs unless needed for a headlight screen.
 - iv. The berm must be 18 to 40 inches above the average grade of the street and parking lot curbs.
 - v. The slope of berm shall not exceed a 33 percent grade.
- c. If the parking lot is located 50 feet or more from the street Right-of-Way line, no shrubs or berms will be required unless needed for a headlight screen.
- d. The Applicant is also encouraged to plant a variety of ornamental trees and flowers in addition to the required plantings.
- e. Any permeable surface not occupied by trees, shrubs, plantings beds, signs or other permitted fixtures shall be planted with turf or other living ground cover.
- f. The Planning and Zoning Commission and the City Council may reduce the width of the required landscaped edge during Site Plan review when the reduction is required for a Public Improvement.
- g. Parking areas shall be landscaped in addition to the required landscaped edge.

- i. Twenty (20) square feet of landscaping for each parking space shall be provided within the paved boundaries including one (1) shade tree (3" caliper minimum) or ornamental tree (per Table 15: Recommended Plant Material List) per ten (10) parking spaces.
 - h. All landscaped areas shall be protected by a raised six (6) inch concrete curb.
 - i. Pavement shall not be placed closer than five (5) feet from the trunk of a tree unless a staff approved root barrier is utilized.
 - i. One (1) shade tree (3" caliper minimum) or ornamental tree per 1,000 square feet of required open space (e.g., required yards) shall be provided.
 - j. No site developed prior to the effective date of this section shall be required to conform to the landscaping requirements of this section unless the site is redeveloped or there is a thirty percent (30%) or more increase in the existing square footage of building area and/or reconstruction of the existing parking lot.
 - k. Additional Multi-family Landscape Requirements. The multi-family complex shall be landscaped in accordance with 2.09.01. Landscaping Regulations. If more than one apartment building is permitted to be placed upon a single lot, the following areas shall be landscaped:
 - i. A twenty (20) foot strip along the front and rear of the buildings as measured from the foundation.
 - ii. A fifteen (15) foot strip along all other sides of the buildings as measured from the foundation.
 - iii. That area adjacent to building corners determined by extending the front, rear, and side landscape limits to their point of intersection.
 - iv. Any additional landscape area that is needed to meet the City's requirements shall be indicated and fully described upon the plat.
- 2. Landscaping Requirements for Attached and Detached Single Family Developments.
 - A. Perimeter landscaping requirements.
 - a. Landscaped Edge. A landscaped edge shall be provided adjacent to all streets which lay on the perimeter of a residential subdivision.
 - i. The landscaped edge shall be the following minimum widths, exclusive of street Right-of-Way.
 - (a) Landscape buffer width adjacent to Arterial Street, Freeway, or Expressway: Twenty (20) feet.
 - (b) Landscape buffer width adjacent to Collector Street: Fifteen (15) feet.
 - (c) Landscape buffer width adjacent to Local Street: Ten (10) feet.
 - ii. Within the landscaped edge, one (1) shade tree (3" caliper minimum) (per Table 15: Recommended Plant Material List) shall be planted per 30 linear feet of landscaped edge. The Director of Planning may approve the grouping or

clustering of trees to accommodate driveway spacing, utilities, drainage facilities, or similar site features.

- iii. The number of required trees shall be calculated solely on the area of the required landscaped edge.

B. Landscaping requirements for attached and detached Single Family lots.

(a) Required Landscaping

- (1) Trees shall be planted to meet the total number of caliper inches referenced in the table below. Required large trees shall not be smaller than three (3) caliper inches; required small trees shall not be smaller than two (2) caliper inches in size. A minimum of one (1) large and one (1) small tree shall be located in the front yard of all residential lots. The remaining required trees may be placed in the front or rear of the residential lot.

<u>Size of lot (sq. ft.)</u>	<u>Caliper Inches</u>	<u>Number of Shrubs</u>
2,500–6,999	5	12
7,000–8,999	8	15
9,000–19,999	11	20
20,000+	14	25

(b) Location of trees.

- (1) No trees shall be planted within the parkway, the area between the back of curb and the right-of-way/property line.
- (2) Trees shall be placed in a location which does not interfere with overhead and/or underground utility easements.
- (3) Trees shall be spaced so that at mature growth their canopies do not interfere with one another.

(c) Measurement.

- (1) Trees with a single trunk shall be measured at 12 inches above the natural ground level.
- (2) If the trunk splits into multiple trunks below the 12 inch level, then the multiple trunk trees are measured by the following formula.
 - (i) Measure largest trunk circumference at 12 inches above the natural ground level.
 - (ii) Remaining trunks, measure circumference at 12 inches above the natural ground level and divided by two.
 - (iii) Add subsections (i) and (ii) for total circumference, divide total by 3.14 to get caliper.

(d) Additional vegetation requirements.

- (1) Required shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard of all residential lots. Shrubs may be substituted with small trees when planted in the front yard.
- (2) Solid vegetative ground cover or lawn shall be required for the entirety of the lot that is not otherwise covered by mulched planter beds, building(s) and/or driveway area(s).
- (3) All landscaping required above shall be planted prior to issuance of the certificate of occupancy on the dwelling(s).

C. Landscape Maintenance Requirements

1. All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
2. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not a part of the landscaping.
3. An automatic irrigation system with rain and freeze sensors is required for all landscaping except for single family residences.
4. All cut areas front, side, and rear must have sod for erosion control.
5. Any Developer desiring to install and maintain landscaping materials and irrigation facilities within the City Right-of-Way must first receive written approval from the Director of Public Works.
6. Replacement of dead landscaping shall occur prior to the issuance of a certificate of occupancy.

D. Landscaping Incentives: Private Detention and Retention Ponds Designed as Amenities

1. Incentive. If a private detention or retention pond is designed and maintained according to the following standards, then a ten (10) percent increase in the maximum building area coverage listed in 2.08.05. Nonresidential Dimensional Regulations Chart shall be granted.
2. Applicability. All non-residentially zoned land or uses shall be eligible for the incentive.
3. Standards for Detention and Retention Ponds as Amenities. A private detention or retention pond shall be considered an amenity if it meets the following design considerations:
 - a. Located between the building and the street or completely bounded by streets,
 - b. Viewable from public space,
 - c. Any slope of the pond area does not exceed thirty-three (33) percent,
 - d. Accessible by patrons,
 - e. Seating area, public art, or fountain,

- f. One tree or planter at least sixteen (16) square feet in size for every two hundred (200) square feet of open space, and be located within or directly adjacent to the open space; and
- g. The Site Plan and plat, if applicable acknowledge the responsibility of the owner or property owners association to maintain the pond.

4. Example of a Detention/Retention Pond Designed as an Amenity.

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Figure 4: Example of a Detention/Retention Pond Designed as an Amenity

5. Example of a Detention/Retention Pond not Designed as an Amenity.

✘ The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.



Figure 5: Example of a Detention/Retention Pond not Designed as an Amenity

E. Approved Plant Materials

1. The use of artificial plants or turf are expressly prohibited for compliance with this UDC.
2. Use of drought tolerant plants are encouraged to meet the requirements of this UDC.
3. The following is the approved plant material list for plant materials required in this UDC:

Table 15: Recommended Plant Material List.

CANOPY (SHADE) TREES – HARDINESS ZONE 8								
Common Name	Botanical Name	TX Native	Mature Height	Mature Spread	Light Req.	Water	Foliage	Util. Appr.
Ash, Texas	<i>Fraxinus texensis</i>	Y	30'	40-50'	Sun	VL	Decid.	
Cedar, Eastern Red	<i>Juniperus</i>	Y	20-50"	15-25'	Sun	M	Everg.	
Cherry, Escarpment Black	<i>Prunus serotina</i> <i>var. eximia</i>	Y	25-50'	25-35'	Sun/part shade	L	Decid.	
Cypress, Arizona	<i>Cupressus</i>	Y	20-50'	15-25'	Sun	L	Everg.	
Elm, American	<i>Ulmus americana</i>		70-90'	50-90'	Sun/part shade	M	Decid.	
Elm, Cedar	<i>Ulmus crassifolia</i>	Y	25-60'	25-35'	Sun/part shade	L	Decid.	
Elm, Lacebark	<i>Ulmus parvifolia</i>		40-60'	30-40'	Sun	M	Decid.	
Locust, Honey (thornless)	<i>Gleditsia</i> <i>triacanthos inermis</i>	Y	30-50'	25-35'	Sun/part shade		Decid.	
Maple, Big Tooth	<i>Acer</i>	Y	40-50'	20-30'	Sun/part shade	VL	Decid.	
Mesquite, Honey	<i>Prosopis</i>	Y	Y	25-30'	Sun	VL	Decid.	Yes
Oak, Bur	<i>Quercus</i>	Y	50-75'	50'+	Sun	VL	Decid.	
Oak, Chinquapin	<i>Quercus</i>	Y	30-60'	30-40'	Sun	M	Decid.	
Oak, Lacey	<i>Quercus laceyi</i>	Y	20-35'	25'	Sun	VL	Decid.	
Oak, Monterey (Mexican White)	<i>Quercus</i> <i>nobymorpha</i>	Y	40-60'	30-40'	Sun	VL	Everg.	
Oak, Escarpment Live*	<i>Quercus fusiformis</i>	Y	20-40'	50'+	Sun	L-VL	Everg.	
Oak, Shumard Red*	<i>Quercus shumardii</i>	Y	30-50'	30'-50'	Sun	L	Decid.	
Oak, Southern Live*	<i>Quercus virginiana</i>	Y	30-50'	50'+	Sun	L-VL	Everg.	
Oak, Texas Red*	<i>Quercus texana</i>	Y	15-30'	15-30'	Sun	L	Decid.	
Oak, Post	<i>Quercus stellata</i>		30-50'	60-80'	Sun/part shade	M	Decid.	
Pecan	<i>Carya illinoensis</i>	Y	60-90'	60-75'	Sun	M	Decid.	
Pine, Italian Stone	<i>Pinus pinea</i>		35-60'	20-40'	Sun	L	Everg.	
Sycamore, Mexican	<i>Platanus mexicana</i>		30-50'	40'	Sun/part shade	M-L	Decid.	
Walnut, Texas Little	<i>Juglans microcarpa</i>	Y	18-20'	20'	Sun/part shade	M	Decid.	

* May not be used in Oak Wilt prone area.

UNDERSTORY (SMALL) TREES – HARDINESS ZONE 8

Common Name	Botanical Name	TX Nativ	Typ. Height	Typ. Sprea	Light Req.	Water	Foliage	Util. Appr
Buckeye, Mexican	<i>Ungnadia speciosa</i>	Y	8-15'	12-20'	Sun/part shade	L	Decid.	Yes
Cherry Laurel	<i>Prunus caroliniana</i>	Y	15-20'	12-15'	Sun/part shade	M	Everg.	
Chitalpa	<i>Chitalpa tashkentensis</i>		25-30'	15-20'	Sun/part shade	L	Decid.	
Crapemyrtle	<i>Lagerstroemia indica</i>		4-30'	10-20'	Sun	L-M	Decid.	Yes
Desert Willow	<i>Chilopsis linearis</i>	Y	10-25'	15-20'	Sun/part shade	VL	Decid.	Yes
Dogwood, Rough-	<i>Cornus drummondii</i>	Y	8-15'	10-15'	Sun/shade	M	Decid.	
Eve's Necklace	<i>Sophora affinis</i>	Y	10-20'	15-20'	Sun/part shade	L	Decid.	Yes
Possumhaw	<i>Ilex decudua</i>	Y	12-15'	12'	Sun/part shade	L-M	Decid.	Yes
Holly, Yaupon	<i>Ilex vomitoria</i>	Y	15-25'	10-15'	Sun/part shade	L-M	Everg.	Yes
Mountain-laurel,	<i>Sophora secundiflora</i>	Y	10-20'	8-12'	Sun/part shade	L	Everg.	Yes
Persimmon, Texas	<i>Diospyros texana</i>	Y	8-15'	8-12'	Sun/part shade	VL	Decid.	Yes
Pistache, Texas	<i>Pistacia texana</i>	Y	10-30'	30-45'	Sun/part shade	VL	Everg.	
Plum, Mexican	<i>Prunus mexicana</i>	Y	15-25'	15-20'	Sun/part shade	L	Decid.	Yes
Redbud, Mexican	<i>Cercis canadensis</i> var. <i>mexicana</i>	Y	15-30'	12-15'	Sun/part shade	VL	Decid.	Yes
Redbud, Texas	<i>Cercis canadensis</i> var. <i>texensis</i>	Y	15-30'	12-15'	Sun/part shade	L	Decid.	Yes
Retama Palo Verde	<i>Parkinsonia aculeata</i>	Y	12-20'	12-20'	Part shade/ sun	VL	Decid.	
Sumac, Flameleaf	<i>Rhus lanceolata</i>	Y	10-30'	15-20'	Sun/part shade	L	Decid.	
Viburnum, Rusty Blackhaw	<i>Viburnum rufidulum</i>	Y	10-30'	10-15'	Sun/shade	L	Decid.	
Wax Myrtle	<i>Myrica cerifera</i>	Y	10-15'	6-15'	Sun/part shade	M	Everg.	Yes

SHRUBS – HARDINESS ZONE 8

Common Name	Scientific Name	TX Native	Mature Height	Mature Spread	Light Req.	Water	Evergreen/Deciduous
LARGE (SCREENING)							
Abelia Glossy	<i>Abelia grandiflora</i>		6'	6'	Sun/part shade	L-M	E
Acuba	<i>Acuba japonica</i>		3-5'	3-5'	Part shade	M	E
Cotoneaster	<i>Cotoneaster sp.</i>		3-5'	4-7'	Sun/Part shade	M	E
Hawthorne, Indian	<i>Rhaphiolepis indica</i>		4-6'	4-6'	Sun/part shade	M	E
Holly, Burford	<i>Ilex cornuta 'Burfordii'</i>		8-12'	8-10'	Sun/part shade	L	E
Holly, Dwarf Burford	<i>Ilex cornuta 'Burfordii'</i>		4-6'	3-4'	Sun/Part shade	L	E
Holly, Dwarf Chinese	<i>Ilex cornuta 'Rotunda'</i>		3-4'	3-6'	Sun/Part shade	L	E
Holly, Nellie R. Stevens	<i>Ilex cornuta 'Nellie R.</i>		8-10	5-6'	Sun	L-M	E
Holly, Dwarf Yaupon	<i>Ilex vomitoria 'Nana'</i>	Y	2-4'	2-4'	Sun/shade	L	E
Rosemary, Upright	<i>Rosmarinus officinalis</i>		4'	4-6'	Sun	M	E
Sage, Texas	<i>Leucophyllum frutescens</i>	Y	4-5'	4-5'	Sun	L	E
Wax Myrtle, Dwarf	<i>Myrica pusilla; Morella</i>		3-5'	3-6'	Part shade/ sun	M	E
Wax Myrtle, Southern	<i>Myrica cerifera</i>	Y	Shrub to	6-15'	Sun/ part shade	M	E
Yucca, Spanish Dagger	<i>Yucca rostrata</i>	Y	5-15'	4'	Sun/part shade	VL	E
MEDIUM							
Agave, Blue	<i>Agave tequilana</i>		6'	6'	Sun	VL	E
Agave, Century Plant	<i>Agave americana</i>	Y	6'	8-10'	Sun/part shade	VL	E
American Beautyberry	<i>Callicarpa americana</i>	Y	4-6'	6'	Part	L-M	D
Cactus, Prickly Pear	<i>Opuntia spp.</i>	Y	3-4'	3-4'	Sun	L	E
Esperanza/ Yellow Bells	<i>Tecoma stans</i>	Y	4'-8'	4-6'	Sun	L-M	D
Flame Acanthus	<i>Anisacanthus</i>	Y	3-4'	3-4'	Sun/part shade	VL	D
Indigo Spires	<i>Salvia 'Indigo Spires'</i>	Y	3-4'	5-7'	Sun/part shade	L-M	D
Lantana, Texas	<i>Lantana horrida</i>	Y	2-6'	4-5'	Sun	VL	D
Palmetto, Texas Dwarf	<i>Sabal minor</i>	Y	3-5'	4-6'	Sun/shade	M	E
Rose, 'Knock Out'	<i>Rosa 'Knock Out'</i>		3'	3'	Sun	M	SE
Sage, Cherry (Autumn	<i>Salvia greggii</i>	Y	2-3'	2-3'	Sun	L	E
Sage, Henry Duelberg (Blue Sage)	<i>Salvia farinacea 'Henry</i> <i>Duelberg'</i>	Y	3'	3'	Sun	L	D
Sage, Majestic	<i>Salvia guaranitica</i>		3-5'	4-5'	Sun/shade	L	D
Sage, Mexican Bush	<i>Salvia leucantha</i>		4-5'	4-5'	Sun	L	D
Sage, Russian	<i>Perovskia atricplifolia</i>		3"	3'	Sun	L	D
Sotol, Texas	<i>Dasylirion texanum</i>	Y	3-4'	3-4'	Sun/part shade	L	E
Sumac, Fragrant	<i>Rhus aromatica</i>	Y	6-9'	4-6'	Sun/part shade	L	D
Turk's Cap	<i>Malvaviscus arboreus</i>	Y	2-6'	3-5'	Sun or shade	L	E
Yucca, Red	<i>Hesperaloe parviflora</i>		6'	4'	Sun	VL	E

Yucca, Softleaf	<i>Yucca recurvifolia</i>	Y	4-6'	3'	Sun/part shade	VL	E
SMALL							
Agave, Parry's	<i>Agave parryi</i>	Y	1-1.5'	1.5'	Sun/part shade	VL	E
Agave, Queen Victoria	<i>Agave victoriae-reginae</i>	Y	1.5'	1.5'	Sun/part shade	VL	E
Artemisia	<i>Artemisia 'Powis Castle'</i>		1-2'	3-6'	Sun	VL	E
Coralberry	<i>Symphoricarpos</i>	Y	2-3'	2-3'	Sun/ part shade	L	D
Sage, Scarlet or	<i>Salvia coccinea</i>	Y	1.5-3'	1-1.5'	Sun/Shade	L	D
Skullcap, Pink	<i>Scutellaria suffrutescens</i>		1'	3'	Sun/ part shade	L	E
Yucca, Red	<i>Hesperaloe parviflora</i>	Y	2-4'	4'	Sun/part shade	VL	E

ORNAMENTAL GRASSES – HARDINESS ZONE 8							
Common Name	Scientific Name	TX Native	Mature Height	Mature Spread	Light Req.	Water	Evergreen
Bluestem, Big	<i>Andropogon gerardii</i>	Y	4-8'	2-3'	Sun/part shade	L	D
Bluestem, Little	<i>Schizachyrium scoparium</i>	Y	2-3'	1-1.5'	Sun/part shade	L	D
Feathergrass, Mexican; Mexican Wiregrass	<i>Nassella tenuissima</i>	Y	1-2'	1-2.5'	Sun/part shade	L	SE
Fountain Grass, Dwarf	<i>Pennisetum alopecuroides</i>		2.5-3'	2.5-3'	Sun	M	D
Indiangrass, Yellow Indian Grass	<i>Sorghastrum nutans</i>	Y	3-5'	1-1.5'	Sun/part shade/shade	L	D
Inland Sea oats	<i>Chasmanthium latifolium</i>	Y	1-3'	3-6'	Part sun/shade	L-M	D
Muhly, Bamboo	<i>Muhlenbergia dumosa</i>		4-5'	4-5'	Sun/part shade	L	E
Muhly, Big; Lindheimer	<i>Muhlenbergia lindheimeri</i>	Y	3-5'	3-4'	Sun/part shade	M-L	D
Muhly, Deer	<i>Muhlenbergia rigens</i>	T	1-1.5'	1-1.5'	Sun/part shade	L	D
Muhly, Gulf	<i>Muhlenbergia capillaris</i>	Y	2-2.5'	2-3'	Sun/part shade	L-M	D
Muhly, Pine	<i>Muhlenbergia dubia</i>	T	1-3'	1-3'	Sun/part shade	VL	E
Muhly, Seep	<i>Muhlenbergia reverchonii</i>	T	2-3'	1.5-2'	Sun	VL	D
Nolina; Ribbon Grass, Devil's Shoestring	<i>Nolina lindheimeriana</i>	E	1-3'	4-5'	Sun/part shade	L	E
Rye, Canada Wild	<i>Elymus canadensis</i>	T	2-4'	2-3'	Sun/part shade	M	D
Sideoats Grama	<i>Bouteloua curtipendula</i>	Y	1-3'	2-3'	Sun/part shade	L	D
Switchgrass	<i>Panicum virgatum</i>	Y	3-6'	1-3'	Sun/part shade	M	D
Wheatgrass, Western	<i>Pascopyrum smithii</i>		1-3'	1-1.5'	Sun/part shade	M	D

PROHIBITED PLANT SPECIES *	
Common Name	Scientific Name
Bamboo	<i>Phyllostachys aurea; Bambusa spp.</i>
Cat's Claw Vine	<i>Macfadyena unguis-cati</i>
Cattail	<i>Typha spp.</i>
Chinaberry	<i>Melia azedarach</i>
Chinese Parasol Tree	<i>Firmiana simplex</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Chinese Tallow	<i>Sapium sebiferum</i>
English Ivy	<i>Hedera helix</i>
Giant Cane; Giant Reed	<i>Arundo donax</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Jimsonweed	<i>Datura stramonium</i>
Jujube	<i>Ziziphus zizyphus</i>
Kudzu	<i>Pueraria lobata</i>
Ligustrum, Japanese	<i>Ligustrum, lucidum</i>
Ligustrum, Wax Leaf	<i>Ligustrum japonicum</i>
Mimosa (non-native)	<i>Albizia julibrissin</i>
Mulberry, Paper	<i>Broussonetia papyrifera</i>
Mulberry, White	<i>Morus alba</i>
Nandina (fruiting varieties)	<i>Nandina spp.</i>
Oleander	<i>Nerium oleander</i>
Pampas Grass	<i>Cortadenia selloana</i>
Princess Tree; Empress Tree	<i>Paulownia tomentosa</i>
Pines, non-native	<i>Pinus elliotii; P. eldarica, P. virginiana</i>
Photinia, Chinese	<i>Photinia spp.</i>
Privet, Common	<i>Ligustrum sinense, Ligustrum vulgare (and</i>
Pyracantha	<i>Pyracantha spp.</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Tamarsik, Salt Cedar	<i>Tamarix spp.</i>
Tree of Heaven	<i>Ailanthus altissima</i>
Vinca, Periwinkle	<i>Vinca major & V. minor</i>
Vitex, Lilac Tree; Chaste Tree	<i>Vitex agnus-castus</i>
Wisteria, Chinese	<i>Wisteria sinensis (and others)</i>

F. Approval of Alternative Landscaping . A request for alternative landscaping may be submitted and acted upon in accordance with the accompanying site plan or planned development request. The City Council, or alternatively the Director of Planning and Development if the site plan or planned development amendment meets the criteria for administrative approval, may approve the following, based upon a finding that the proposed alternative meets the spirit and intent of this Section 2.09.01 Landscaping Regulations:

1. Location or Type of Required Landscape Material.

- a. Alternatives or minor changes to the location or type of required landscape materials due to unusual topographic constraints, sight restrictions, siting requirements, preservation of existing stands of native trees or similar conditions, or in order to maintain consistency of established front yard setbacks.
- b. These minor changes may vary the location of required landscape materials, but may not reduce the amount of required landscape area or the amount of landscape materials.

2. Required Landscaping Edges and Buffers.

- a. Alternatives or minor changes to the required landscape edges and buffers along a street frontage if immediately adjacent properties on both sides (at side property lines) have a smaller or no landscape buffer strip, in order to maintain consistency between existing parking lot and drive aisle alignments.
- b. If an alternative landscape edge or buffer is granted, an equal amount of landscaped area and trees shall be provided elsewhere on the site as may be deemed appropriate by the City Council.

3. Landscaping for Nonresidential Areas Adjacent to Residential Areas.

- a. Partial or complete relief from the landscaping buffer requirement within 2.09.01. A.6, if the applicable lot is smaller than two (2) acres.
- b. If an alternative buffer is granted, adequate screening shall be provided to ensure an equivalent buffer effect.

G. Entryways and Amenity Features within City Right-of-Way

1. Entryway or amenity features within City Right-of-Way may be developed under the responsibility of a Homeowners' or Property Owners' Association.
 - a. Documents shall be submitted, reviewed, and approved by the Director of Planning.

2.09.02. Tree Preservation

A. Definitions For the purposes of this Section 2.09.02. Tree Preservation, the following terms shall have the special meaning respectively ascribed to them below, which special meanings shall govern in case of any conflict with other definitions set forth in the City Code of Ordinances.

1. Approval. Approval of a Preliminary Plat Application, or Site Plan Application pursuant to a duly executed Application for a Tree Survey, Tree Protection Plan, or Tree Mitigation Plan.
2. Owner. The person who has legal title to the property or a lessee, agent, employee or other person acting on behalf of the titleholder with authorization to do so.
3. Protected Tree.
 - a. Any tree having a trunk caliper of six inches (6") or more, measured 4' 6" above natural grade level.
 - b. The following trees are excluded from the above definition of Protected Tree:

Table 16: Trees Excluded from the Protected Tree Definition

#	<i>Common Name</i>	<i>Botanical Name</i>
1	Bois d' Arc	Maclura pomifera
2	Chinaberry	Melia azedarach
3	Cottonwood	Populus deltoides
4	Hackberry, Texas Sugarberry	Celtis laevigata
5	Honey Locust	Gleditsia triacanthos
6	Mesquite	Populus deltoides
7	Mimosa	Mimosa sp.
8	Mulberry	Morus rubra
9	Silver Leaf Maple	Acer saccharinum
10	White Poplar	Populus alba
11	Willow	Willow sp.

4. Removal. As applied to a Protected Tree, means uprooting, severing the main trunk of the tree, or any act which causes, or may reasonably be expected to cause, the tree to die, including but not limited to:
 - a. Damage inflicted upon the root system by machinery, storage of materials, or soil compaction;
 - b. Substantially changing the natural grade above the root system or around the trunk;
 - c. Excessive pruning; or
 - d. Paving with concrete, asphalt, or other impervious materials in a manner which may reasonably be expected to kill the tree.
5. Tree. A self-supporting, woody, perennial plant which may have one or more stems or trunks, in which case the cumulative total diameters of those trunks shall be calculated in determining whether the trunk of the tree is six inches (6") in diameter or larger.

B. Tree Preservation and Replacement

1. City Approval Required. Any person commits an offense if the person, directly or indirectly, causes, permits or allows the cutting down, destruction, removal, or damaging of any Protected Tree prior to the approval of a:
 - a. Tree Survey,
 - b. Tree Protection Plan, or
 - c. Tree Mitigation Plan.
2. The following are exempt from Section 2.09.02. B.1:
 - a. A tree is located in the yard area of developed and owner-occupied residential property, or
 - b. A tree or parts of trees and branches over hang and extend laterally into the space over public property.
3. Replacement Trees Required.
 - a. The owner of the property from which a Protected Tree was removed or where such tree died shall replace the tree with new trees having a total tree caliper width equal to the width of the tree(s) removed.
 - b. Replacement trees must be of a variety listed within Table 15: Recommended Plant Material List.
4. Heavily Treed Lots.
 - a. A lot shall be considered "heavily treed" if the lot has tree canopy coverage of 50 percent or more of the lot's land area.
 - b. The Applicant shall be responsible for showing and calculating the tree canopy coverage on the Application.
 - c. A heavily treed lot shall be allowed to reduce the amount of Protected Trees (required in 2.09.02. B.3) needing to be replaced by 50 percent.

- C. Tree Survey Every Preliminary Plat Application, or Site Plan Application must be accompanied by a Tree Survey and Tree Protection Plan.
1. The Tree Survey shall graphically identify all trees including Protected Trees and be in a format acceptable to the Director of Planning.
 2. The Tree Survey shall be prepared by a Registered Professional Landscape Architect or Certified Arborist.
 3. No Application shall be deemed complete until a Tree Survey meeting the requirements of this Section has been submitted.
- D. Tree Protection Plan At or before the Preliminary Plat or Site Plan review and prior to the removal of any trees, the Applicant shall submit a Tree Protection Plan, which shall graphically identify Protected Trees and identify those being preserved and those being removed. Notably, the Tree Protection Plan is submitted jointly with the Tree Survey or a previously approved Tree Survey, if development is occurring in stages or phases.
- E. Tree Mitigation Plan If a property owner or his agent removes a Protected Tree without an approved Tree Survey/Tree Protection Plan, he shall submit a Tree Mitigation Plan to remedy the damage and such plan shall not become effective until approved by the City Council.
- F. Tree Removal Prohibited Any person commits an offense if the person, directly or indirectly, causes, permits or allows development subject to 2.09.02. C. Tree Survey to begin; including, but not limited to, grading or tree removal on applicable sites prior to the approval of a Tree Survey and Tree Protection Plan.
- G. Tree Protection at Time of Construction
1. All trees within an approved building site to be preserved shall be flagged and encircled with protective fencing that extends beyond the full spread of the tree branches.
 2. No construction is to occur within an area that constitutes more than fifty (50) percent of the critical root zone (as measured from the edge of the drip line to the trunk of the tree) for each tree being preserved.
 3. Additionally, no more than thirty (30) percent of the viable portion of a Protected Tree's crown may be removed.
 4. No grading or tree removal shall occur on a lot until the grading and Tree Protection Plan has been approved.
 - a. Tree wells. Tree wells shall be limited to a maximum depth of four (4) feet measured from finished grade.
 - b. Tree Islands. Tree islands shall be limited to a maximum height of four (4) feet measured from finished grade.
- H. Enforcement and Violations
1. Enforcement of these criteria shall be in the field as well as on the plan.
 2. Plan adjustments made during construction must be approved by the Director of Planning.

I. Protected Tree Removal Information

1. Application for the removal of a Protected Tree located on privately owned property shall be made by the owner of the property on which such tree is located.
2. An application for the removal of a Protected Tree shall specify:
 - a. The location of the tree.
 - b. The caliper of the trunk of the tree, as measured 4' 6" above natural grade level.
 - c. The approximate crown size of the tree.
 - d. The species and/or common name of the tree.
 - e. The approximate size of the lot, tract, or parcel on which it is located.
 - f. The reason for the proposed removal.
 - g. Such other information as may be reasonably required by the Director of Planning.

J. Protected Tree Removal

1. Approval Criteria for Public Land. The City shall approve an Application for the removal of a Protected Tree in connection with construction, maintenance, or repair of public facilities in or above a public street, alley, Right-of-Way or easement, or other public land under one or more of the following conditions:
 - a. The location of the tree prevents the opening of reasonable and necessary vehicular traffic lanes in a street or alley;
 - b. The location of the tree prevents the construction of utility lines or drainage facilities which may not feasibly be rerouted;
 - c. The location of the tree prevents all reasonable access to the property; or
 - d. The denial of approval of such Application would deny a political subdivision of the state the reasonable use of public property for the achievement of its public purpose.
2. Approval Criteria for Building Sites. The City shall approve an Application for the removal of a Protected Tree in connection with one or more of the following conditions:
 - a. Building pad site (including an area 5' from the edge of the building pad),
 - b. Street Right-of-Way,
 - c. Utility Easement, or
 - d. Driveway.
3. Special Approval Criteria. Notwithstanding any of the foregoing provisions of this section, the City shall approve an Application for the removal of a Protected Tree under the following circumstances:
 - a. The Building Official determines that the tree constitutes a hazard to life or property which cannot reasonably be mitigated without removing the tree; or

- b. The Building Official determines that the tree is dying, dead or diseased to the point that its restoration to sound condition is not practicable, or that its disease can be expected to be transmitted to other trees and to endanger their health.

K. Approval of Alternative Compliance

1. Replacement Trees.

- a. The City Council may approve a developer's request to plant replacement tree(s) either on the same property from which the tree was removed or on other property within the City Limits. Trees may be planted on City property.
- b. The applicant shall plant trees selected from the City approved list of trees and purchase them from a nursery or supplier approved by the City. A list of approved suppliers shall be kept on file in the Planning and Development Department.
- c. The trees shall be shown on the approved Landscape Plan as part of the Site Plan.

2. Fee in Lieu of Replacement Trees.

- a. The City Council may approve payment of a fee in lieu of replacement trees. A developer may apply for approval of a fee in lieu of replacement only for developments which meet one of the following criteria:
 - i. If the proposed subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees, or
 - ii. If the required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing tree.
 - iii. If the required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)
 - iv. If the City has no available property for additional trees to be planted.

3. The fee shall be established by the City Council at a cost of \$150 per caliper inch.— The administration of this section shall be in accordance with applicable state law.

4. Administration of Tree Fund.

- a. The City shall administer the Tree Fund. Tree funds shall be used only for the following purposes: to purchase, plant and irrigate trees on public property, to preserve wooded property that remains in a naturalistic state in perpetuity, to perform and maintain a city-wide tree inventory and to educate citizens and developers on the benefits and value of trees.
- b. Fees contributed to the Tree Fund shall be paid prior to the pre-construction meeting on all Commercial, Industrial, Multi-Family Residential, Residential and Mixed Use Developments, and prior to filing a Final Plat in the Denton County Clerk's Office for all single-family Residential Subdivisions.
- c. No acceptance of public improvements shall be authorized until all replacement trees have been planted or a fee in lieu of replacement has been approved, and required payments have been made to the Tree Fund.

- d. Voluntary contributions for tree preservation shall be placed in the Tree Fund.

**SECTION 4.
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 6.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 7.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS ____th DAY OF _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: Adoption 2018 Building Codes, Fire Code and 2017 Electrical Code
Submitted For: Helen-Eve Liebman, Director
Submitted By: Cleve Joiner, Building Official
Finance Review: N/A **Legal Review:** Yes
City Manager Review:
Strategic Goals: Land Development

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

BACKGROUND

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

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

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

ANALYSIS

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

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

The State adopted the 2015 International Energy Conservation Code (IECC) and the energy efficiency Chapter 11 of the International Residential Code (IRC) and signed both into law on January 5, 2016. The residential provisions were made effective September 1, 2016 and the Commercial provisions were made effective November 1, 2016. The original NCTCOG recommended amendments to the 2015 IECC and Chapter 11 of the IRC were analyzed and deemed less stringent than the provisions of the 2015 IECC adopted by the State and therefore are no longer considered recommended amendments. The 2018 IECC has some carry over amendments from the 2015 IECC allowing more options for energy conservation.

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

City	International Codes	National Electric Code
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Shady Shores	2009	2011

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

2018 International Building Code (IBC)

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

- *Greenhouse classifications base on use Assembly, Mercantile or Agricultural all have separate new Life Safety provisions.*
- *Storage rooms are now classified as part of the main occupancy use regardless of the size.*
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- *Additional requirements for worker safety on multi-story buildings*
- *ASTM Referenced for the installation standards for fencing**

APPENDICES:

- *Appendix C – U-Occupancies – Agricultural Structures*
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- *Appendix I – Patio Covers*
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- *Appendix K –Administrative Provisions (Electrical)*

2018 International Residential Code

- *Energy Efficiency Chapter deleted, already within the 2018 International Energy Code*
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2018 International Mechanical Code (IMC)

- *No significant changes*

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Residential

- *Slight increase in Energy Rating Index*

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Commercial

- *New limits on Heated & Cooled Vestibules*
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- *Higher Education Laboratories with certain provisions can be classified as a Business use no longer Hazardous occupancies*
- *Requires Mobile Food Trucks Inspections, cooking equipment & propane*
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- *Minimum number of required plumbing fixtures revised*
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- *Chapters reconfigured*
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RECOMMENDATION

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

Fiscal Impact

Source of Funding: Genral Fund

FINANCIAL SUMMARY:

Minimul impact. Code Edition is approximately \$2000

Attachments

Memo
Ordinance

MEMORANDUM

TO: Helen-Eve Liebman, Director of Planning and Development

FROM: Cleve Joiner, Building Official

DATE:

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

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CORINTH CODE OF ORDINANCES BY AMENDING SECTION 93.01 TO ADOPT 2018 ADDITION OF THE INTERNATIONAL FIRE CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.15 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.16 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.17 TO ADOPT THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE, WITH AMENDMENTS; AMENDING SECTION 150.18 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.19 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.20 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, INCLUDING CERTAIN APPENDICES AND AMENDMENTS; AMENDING SECTION 150.21 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE; ADOPTING SECTION 150.22 TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS, ADOPTING SECTION 150.23 TO ADOPT THE 2018 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 2015 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 2014 edition of the National Electrical Code by Ordinance No. 11-06-16-12 on August 24, 2017; 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 2018 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 2018 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 2018 Edition of the International Building Code, International Plumbing Code, International Mechanical Code, International Residential Code, International Energy Conservation Code, International Fuel Gas Code, and 2017 National Electrical Code, and to add Section 150.22 to adopt the International Property Maintenance Code, and to add Section 150.23 to adopt 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*, 2018 edition, including Appendices B, E, D, F and 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 Fire Code*, 2018 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 Fire Marshal. 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 C, E, F, G, I, J and 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*, 2018 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*, 2018 edition, including Appendices Chapters C, 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*, 2018 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*, 2017 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*, 2017 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*, 2018 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*, 2018 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*, 2018 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*, 2018 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*, 2018 edition, including Appendices H, I, J, K, M, N, O, P, Q and T 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*, 2018 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*, 2018 edition, including Appendices RA and CA, 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. Amendments, additions, and deletions to the *International Energy Conservation Code*, 2018 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 Director of Planning and Development and the City Secretary. 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*, 2018 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*, 2018 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 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*, 2018 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*, 2018 edition, are hereby adopted and attached as Exhibit "J" to this Ordinance. Exhibit "J" 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 addition of Section 150.24 to read as follows:

“§ 150.24 - ADOPTION OF SWIMMING POOL AND SPA CODE AND AMENDMENTS, ADDITIONS AND DELETIONS.

The *International Swimming Pool and Spa Code*, 2018 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 *Swimming Pool and Spa Code* of the city, and is made a part hereof, as amended. Amendments, additions, and deletions to the *Swimming Pool and Spa Code*, 2018 edition, are hereby adopted and attached as Exhibit "K" to this Ordinance. Exhibit "K" 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 *Swimming Pool and Spa 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 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 12: 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 13: 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 14: 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 15: 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 16: 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 17: 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 _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberley Pence, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT "A"
City of Corinth Amendments
2018 International Fire Code

The following sections, paragraphs, and sentences of the *2018 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, 2018 Edition, are adopted and made a part of this Fire Code:

Appendix B – Fire-flow Requirements for Buildings

Appendix E – Hazard Categories

Appendix D—Fire Apparatus Access Roads

Appendix F – Hazard Ranking

Appendix G – Cryogenic Fluids – Weight and Volume Equivalents

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.

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.

Section 105.7; add Section 105.7.26 to read as follows:

105.7.26 **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.

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 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.

Section 202; amend and add definitions to read as follows:

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.

[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 or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[B] ATRIUM. An opening connecting ~~two~~three or more stories... *{remaining text unchanged}*

[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.

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.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, *detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ...
{Remainder of text unchanged}...

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.

<p>**Option B</p> <p>HIGH-RISE BUILDING. A building with an occupied floor located more than <u>55 feet (16 764 mm)</u> above the lowest level of fire department vehicle access.</p>

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.

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.

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

lows:

307.1.1 Prohibited Open Burning. Open burning 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.}

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. 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*.

Section 307.3; change to read as follows:

307.3 Extinguishment Authority 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.

Section 307.4; change to read as follows: _

307.4 Location. The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of structure.

Exceptions: {No change.}

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.

Section 307.4.4 and 307.4.5; change 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.

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}*

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. Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be 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 pounds (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.}

Section 308.1.6.2, Exception #3; change to read as follows:

Exceptions:

3. Torches or flame-producing devices in accordance with Section 308.1.3.

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 unmanned free-floating device containing an open flame or other heat source, such as but not limited to a *sky lantern*.

Section 311.5; change to read as follows:

311.5 Placards. 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, as required by Section 311.5.1 through 311.5.5.

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.

Section 404.2.2; add Number 4.10 to read as follows:

4.10 Fire extinguishing system controls.

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.

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.

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 ten feet (10') wide unobstructed pathway around the external walls of the structure.

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 24 feet (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 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.

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.

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.

Section 503.3; change to read as follows:

503.3 Marking. 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. Striping, signs and other markings shall always be maintained in a clean and legible condition 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.

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 always be maintained.

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 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 ½ 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.

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. 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.

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 always be maintained. 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.

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.

Section 603.3.2 and 603.3.2.1; change to read as follows:

603.3.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

603.3.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 603.3.2.1 through 603.3.2.5 and Chapter 57.

603.3.2.1 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085 for Class III liquids, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085 as a double-wall/secondary containment tank.
3. 3,000 gallons (11 356 L) where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7 and the room is protected by an *automatic sprinkler system* in accordance with Section 903.3.1.1.

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 back flushed or inspected by approved camera when foreign material is present or when caps are missing, 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*.

Section 901.6.4; add Section 901.6.4 to read as follows:

901.6.4 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.

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}

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 paragraph to read as follows and delete the exception:

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoist ways, 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 903.2.9; 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.

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 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 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.

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. Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
5. {Delete.}

Section 903.3.1.2.3; delete section and replace as follows:

[F] Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the *International Building Code*.
 - 4.5. Fill the attic with noncombustible insulation.

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:

[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.

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 10psi 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:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. 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 exit stairway hose connection by a {remainder of text unchanged}

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 (In Compliance with 907.5.2.3.1) 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 (In Compliance with 907.5.2.3.1) 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 where the occupant load is 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:

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.}

Section 907.2.12, 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, 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 system 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:

1. 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.
2. 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 $50(m^*S)^{1/2}$ 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 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.

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 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 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 120 feet (37 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 1006.2.2.7; Add Section 1006.2.2.7 as follows:

1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

Section 1009.8; add the following Exception 7:

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

Section 1010.1.9.5 Bolt Locks; amend exceptions 3 and 4 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)

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 must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

Section 1029.1.1.1 Spaces under grandstands and bleachers; delete this section.

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. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 606.3.

Section 1103.5.1: add sentence to read as follows:

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

Section 1103.5; add Section 1103.5.5 to read as follows:

1103.5.5 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.

Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:

1103.7.7 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.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 1203; change and add to read as follows:

1203.1.1 No Change

1203.1.2 No Change

1203.1.3 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.

1203.1.4 through 1203.1.9 {No changes to these sections.}

1203.1.10 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.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.4~~826~~ or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 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 907.2.19 and 914.2.3 Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4. Special Amusement Buildings, Section 907.2.11
High-rise Buildings, Section 907.2.12
Atriums, Section 907.2.13
Deep Underground Buildings, Section 907.2.18

1203.2.5 through 1203.2.13 {No change.}

1203.2.14 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)

1203.2.15 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (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.

1203.2.16 {No change.}

1203.2.17 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 410.2.5
Special Amusement Buildings (as applicable to Group A's), *International Building Code*, Section 411.1
Smoke Protected Seating, Section 1029.6.2.

1203.2.18 {No change.}

1203.2.19 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.20 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.

1203.2.21 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.

1203.2.22 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.23 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.

1203.2.24 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.

1203.2.25 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.

1203.2.26 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.)

1203.3 1203.3 through 1203.6 {No change.}

1203.7 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.

Section 2304.1; change to read as follows:

Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall in accordance with 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.

Section 2401.2; delete this section.

Section 3103.3.1; delete this section.

Table 3206.2, footnote h; change text to read as follows:

h. 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.

Table 3206.2, footnote j; add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

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.

Section 5601.1.3; change to read as follows:

1. **Fireworks.** The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

2. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
3. The use of fireworks for approved_fireworks displays as allowed in Section 5608.

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.

Section 5704.2.11.4; add a sentence to read as follows:

Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

Section 5704.2.11.4.2; change to read as follows:

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.

Section 5704.2.11.4.3; add Section 5704.2.11.4.3 to read as follows:

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.

Section 5707.4; add paragraph to read as follows:

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

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.

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.

Section 6104.3; add Section 6104.3.3 to read as follows:

6104.3.3 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.

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 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.

{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 1,500_gallons per minute.

END

EXHIBIT “B”
City of Corinth Amendments to the
2018 International Building Code

The following sections, paragraphs, and sentences of the *2018 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”.

Section 101.4; change to read as follows:

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.

Section 101.4.8; add the following:

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. (Remainder Unchanged)~~
- ~~4. 2. (Remainder Unchanged)~~
- ~~5. 3. (Remainder Unchanged)~~
- ~~6. 4. (Remainder Unchanged)~~
- ~~7. 5. (Remainder Unchanged)~~
- ~~8. 6. (Remainder Unchanged)~~
- ~~9. 7. (Remainder Unchanged)~~
- ~~10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
- ~~14. 8. (Remainder Unchanged)~~

- ~~12-~~ 9. (Remainder Unchanged)
~~13-~~ 10. (Remainder 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 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~~ amend 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 Chapters 10 and 11.

Section 304.1; add the following to the list of occupancies:

- Fire stations
- Police stations with detention facilities for 5 or less

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 406.3.3.1 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).

Table 506.2; delete following sentence from table: The maximum allowable area for a single-story non sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C.

Section 506.3.1; add sentence to read as follows:

506.3.1 Minimum percentage of perimeter. [Existing Text remains]

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 602.1.1; add sentence to read as follows:

602.1.1 Minimum Requirements. [Existing Text to remain]

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls.

Section 708.4.2; change sentence to read as follows:

708.4.2 Fireblocks and draftstops in combustible construction. [Body of text unchanged]

Exceptions:

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping. [Remainder unchanged]

Section 718.3; change sentence to read as follows:

718.3 Draftstopping in floors. [Body of text unchanged]

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

Section 718.4; change sentence to read as follows:

718.4 Draftstopping in attics. [Body of text unchanged]

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the attic space.

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 or inspected by approved camera when foreign material is present or when caps are missing, 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*.

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 paragraph to read as follows and delete the exception:

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 903.2.9; 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 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.

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 fire 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. 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; delete sections and replace as follows:

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces of buildings that are two or more stories in height above grade plane or

above the lowest level of fire department vehicle access; Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following: [Remainder Unchanged]

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:

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.

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:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. 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 the main floor 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 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 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 907.2.1; 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 where the occupant load is 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:

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.}

Section 907.2.12, 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 910.2; change Exception 2 and 3 to read as follows:

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 $50(m^*S)^{1/2}$ 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 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.

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 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 Section 913.2.1.1 and exception to read as follows:

913.2.1.1 Fire Pump Room Access. 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 IFC 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 IFC Section 506.1.

Section 1006.2.2.7; add Section 1006.2.2.7 as follows:

1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

Section 1009.8; add the following Exception 7:

1009.8 Two Way Communication. A two-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator required to be accessible on each accessible floor that is one or more stories above or below the level of exit discharge.

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

Section 1010.1.9.5 Bolt Locks; amend exceptions 3 and 4 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)

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 must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

Section 1029.1.1.1 Spaces under grandstands and bleachers; delete this section.

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 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 g to read as follows:

g. 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.

Add new Section 2902.1.4 to read as follows:

2902.1.4 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.

2902.1.4.1 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.

2902.1.4.2 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 Planning and Development Department.

Section 3001.2 Emergency Elevator Communication Systems for the deaf, hard of hearing and speech impaired; delete this section.

Section 3002.1 Hoistway Enclosure Protection required. Add exceptions to Section 3002.1 as follows:

Exceptions:

4. Elevators completely located within atriums shall not require hoistway enclosure protection.
5. Elevators in open or enclosed parking garages that serve only the parking garage, 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.

Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; Delete exceptions and add two new exceptions to Section 3005.4 as follows:

Exceptions:

1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.

2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

Section 3005.7 add a Section 3005.7 as follows:

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 hoistways.

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."

Chapter 35 – 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

End

EXHIBIT “C”
City of Corinth Amendments to the
2018 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 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 *{Delete balance of section}*

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; change to read as follows:

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

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 306; change to read as follows:

306.2.4 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

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 413.4; change to read as follows:

413.4 Required location for floor drains. Floor drains shall be installed in the following areas:

1. In public 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 502.3; change to read as follows:

502.3 Water heaters installed 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 not less than 20 inches by 30 inches (508 mm by 762 mm) where such dimensions are large enough to allow removal of the water heater. 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 text 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 manufacture's installation instructions and installed with those instructions.

5. Discharge to an approved location 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.
14. Be one nominal size larger than the size of the relief valve outlet, where the relief valve discharge piping is installed with insert fittings. The outlet end of such tubing shall be fastened in place

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 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 608.17.5; change to read as follows:

608.17.5 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

608.17.5.1 – 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.

(F) 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);

(G) 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.

(H) 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 pressures.

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 irrigates 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 608.18; change to read as follows:

608.18 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 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 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 713, 713.1; change to read as follows:

SECTION 713

ENGINEERED DRAINAGE DESIGN

713.1 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 803.3; added to read as follows:

803.3 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 918.8; change to read as follows.

918.8 Where permitted. Individual, branch and circuit vents shall be permitted to terminate with a connection to an individual or branch-type air admittance valve in accordance with Section 918.3.1. Stack vents and vent stacks shall be permitted to terminate to stack-type air admittance valves in accordance with Section 918.3.2. Air admittance valves shall only be installed with the prior approval of the building official.

Section 1003; see note below:

{Until the Health and Water Departments of the area can coordinate a uniform grease interceptor section, each city will have to modify this section individually.}

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 Exceptions 1 and 2.

END

EXHIBIT “D”
City of Corinth Amendments to the
2017 National Electrical Code (NFPA 70)

Article 100; add the following to definitions:

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

Article 110.2; change the following to read as follows:

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third-party inspection agency approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency approved by the AHJ.

Article 230.70 (A) amend exception to read as follows:

- (1) **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.

Article 500.8 (A) (3); change to read as follows:

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C

(-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an engineering judgment signed and sealed by a qualified licensed Professional Engineer in the State of Texas.

Article 505.7 (A) changed to read as follows:

505.7 Special Precaution.

Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified licensed Professional Engineer in the State of Texas.

Article 600.6(A) (1) At Point of Entry to a Sign; Exception 1 changed to read as follows:

Exception No.1: A disconnect shall not be required for branch circuits(s) or feeder conductor(s) passing through the sign where enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. The conductor(s) shall not serve the sign body or sign enclosure where passing through.

Article 600.6(A) (1) At Point of Entry to a Sign; create a new Exception No. 2 to add the following language:

Exception No. 2. A disconnect shall not be required at the point of entry to a sign body, sign enclosure, or pole for branch circuit conductor(s). The conductors shall be enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. The conductor(s) shall be routed to a device box which contains the disconnect. A field-applied permanent warning label that is visible during servicing shall be applied to the raceway at or near the point of entry into the sign enclosure or sign body. The warning label shall comply with 110.21(B) and state the following: "Danger. This raceway contains energized conductors." The marking shall include the location of the disconnecting means for the energized conductor(s). The disconnecting means shall be capable of being locked in the open position in accordance with 110.25.

Article 600.6(A) (1) At Point of Entry to a Sign; move the original Exception 2 to create a new Exception No. 3 and add the following language:

Exception No. 3: A disconnect shall not be required at the point of entry to a sign enclosure or sign body for branch circuit(s) or feeder conductor(s) that supply an internal panelboard(s) in a sign enclosure or sign body. The conductors shall be enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. A field-applied permanent warning label that is visible during servicing shall be applied to the raceway at or near the point of entry into the sign enclosure or sign body. The warning label shall comply with 110.21(B) and state the following: "Danger. This raceway contains energized conductors." The marking shall include the location of the disconnecting means for the energized conductor(s). The disconnecting means shall be capable of being locked in the open position in accordance with 110.25.

END

EXHIBIT “E”
City of Corinth Amendments to the
2018 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
2018 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. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the *Electrical Code* as adopted.

Section 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), and large enough to allow removal of the largest *appliance*. 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:

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, an interior or exterior means of access shall be provided. 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 four units vertical in 12 units horizontal (33-percent slope). ... *{remainder of text unchanged}*.

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 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 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.

404.12.1 Delete in its entirety

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 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
2018 International Residential Code

Section 101.1 amend to insert:

City of Corinth, Texas

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 R103 and R103.1 amend to insert the Department Name

R103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ **Department of Planning and Development** and the official in charge of Code administration shall be known as the *building official*.

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 TEMPE ^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 ^o F	No	Local Code	150	64.9 ^o F

Delete remainder of table Manual J Design Criteria and footnote N

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} Spaces containing only a water closet 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 R313.2 One and Two Family Dwellings; Delete this section and subsection 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:

1. [existing text remains]
2. Installation, alteration or repairs of all electrically powered mechanical systems or plumbing appliances.

Section R322 Flood Resistant Construction; deleted section.

Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.

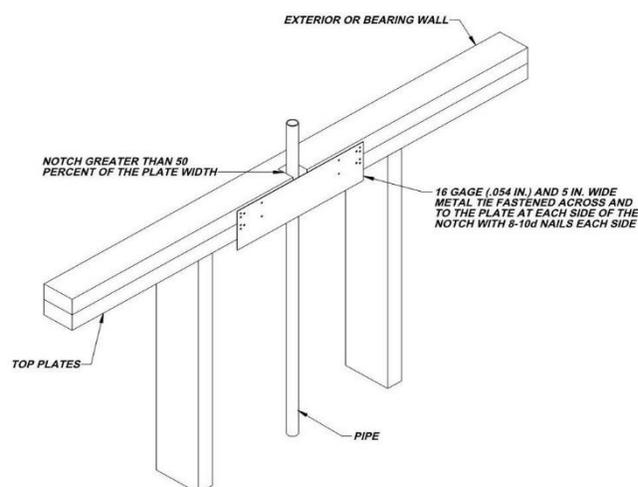
Section R401.2. Requirements. {existing text unchanged} ...

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 - 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:



Add section R703.8.4.1.2 for Wall Studs; to read as follows:

Veneer Ties

R703.8.4.1.2 Veneer Ties for Wall Studs. In stud framed exterior walls, all ties may 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 #5 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; Reference the 2018 IECC for energy code provisions and recommended amendments.

Section M1305.1.2; change to read as follows:

M1305.1.2 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), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:*

9. A permanent stair.

10. A pull down stair with a minimum 300 lb (136 kg) capacity.
11. 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*.

M1503.6 Makeup Air Required; amend and add exception as follows:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or passively provided with makeup air at a rate approximate to the difference between exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Exception: Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open. 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 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) Private Garages; delete this section in its entirety.

Section G2415.2.1 (404.2.1) CSST; 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 G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:

G2415.12 (404.12) Minimum burial depth. Underground *pipng systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety

Section G2417.1 (406.1); change to read as follows:

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *pipng* 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 *pipng 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 *pipng*, and for *pipng* 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) *pipng* 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 *pipng*, 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 *pipng*.

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) Prohibited locations and penetrations; 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 P2603; add to read as follows:

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

Section P2603.5.1 Sewer Depth; change to read as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

Section P2604; add to read as follows:

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

Section P2801; change to read as follows:

P2801.6 Required pan.

Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.
2. Plastic not less than 0.036 inch (0.9 mm) in thickness.
3. Other *approved* materials.

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 P2906.5.

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. *{existing text unchanged}*

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 approved location or to the outdoors.

[remainder unchanged]

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 P3003.9; change to read as follows:

P3003.9.2 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.

Section P3111Combination waste and vent systems; delete this section in its entirety.

Section P3112.2 Vent Collection; 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

EXHIBIT “H”
City of Corinth Amendments to the
2018 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 Fee Ordinance.

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 Municipal Court of the City of Corinth, 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 Municipal Court are 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.

END

EXHIBIT "I"
City of Corinth Amendments to the
2018 International Existing Building Code

Section 102.4; change to read as follows:

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 305.1; 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 305.4.2; 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 401.3 Flood Hazard Areas; delete this section:

Section 405.2.5 Flood Hazard Areas; delete this section:

Section 406.1; add a code reference to read as follows:

406.1 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 502.3 Flood Hazard Areas; delete this section:

Section 504.1.2; change to read as follows:

504.1.2 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 504.1.3; delete entire section:

Section 507.3 Flood Hazard Areas; delete this section:

Section 701.3 Flood Hazard Areas; delete this section:

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 802.5.1; change to read as follows:

802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including *mezzanines, equipment platforms, aisles, stairs, ramps* and landings that is more than 30 inches (762 mm) above the floor or grade below and is 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 803.1; 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 803.2.4; change exception to read as follows:

Exception: Supervision is not required where the Fire Code does not require such for new construction

Section 803.3; change section to read as follows:

803.3 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 805.3.1.2; 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; change to read as follows:

805.3.1.2.1 Fire Escape access and details - ...

1. [Remain unchanged]
2. Access to a fire escape shall be through a door...
3. **Item Deleted**
4. [Remain unchanged]
5. In all buildings of Group E occupancy up to and including the 12th grade, buildings 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 805.5.2 Transoms; add language to read as follows:

805.5.2 Transoms. In all buildings of Group B, E, [Remainder unchanged]

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 904.1.1; change sentence to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of

Section 1103.3 Flood Hazard Areas; delete this section:

Section 1201.4 Flood Hazard Areas; delete this section:

Section 1301.3.2; change to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

Section 1301.3.3 Compliance with Flood Hazard Provisions; delete this section:

Section 1402.6 Flood Hazard Areas; delete this section:

END

EXHIBIT “J”
City of Corinth Amendments to the
2018 International Swimming Pool & Spa Code

Section 102.9; Change to read as follows:

Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to;

1. Texas Department of State Health Services (TDSHS); *Standards for Public Pools and Spas*; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).
2. *Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS)*, TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242*. (TAS rules do not apply to pools serving one- and two-family dwellings or townhouses).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

Section 103.1; Change to read as follows:

Section 103.1 Creation of enforcement agency. The Department of Planning and Development is charged with enforcement and the official in charge thereof shall be known as the *code official* for operation and maintenance of any *public swimming pool* in accordance this code, local and state law.

Section 107.4; Delete entirely (covered by general provisions in Code of Ordinances):

107.5; Change to read as follows:

107.5 Stop work orders. Upon notice from the code official, work on any system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to

stopping the work. Any person who shall continue any work in or about the structure 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 in violation of this code.

Section 202; DEFINITIONS; insert definition; change to read as follows:

The Department of Planning and Development regulates the operation of public pools. Routine inspections on pools and spas open to the public are conducted to document compliance with the standards set forth in State law.

Section 305; Change to read as follows:

305.1 General.

The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In one-and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

Section 305.2; Change to read as follows:

305.2 Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7 and in accordance with the Texas Administrative Code, Texas Health and Safety Code 757 for public pools.

Add subsection 305.2.7.1; to read as follows:

305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

Section 305.4 structure wall as a barrier; Changes as follows:

305.4 Structure wall as a barrier. Where a wall of a one and two-family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Remainder Unchanged
2. Remainder Unchanged
3. Remainder Unchanged

The wall of a building with windows in accordance with *2018 International Building Code, Section 1030* in Group R2 occupancies shall not be used as part of pool enclosure. Other windows that are part of a pool yard enclosure shall be permanently closed and unable to be opened for public pools.

Section 305.6; Change to read as follows:

305.6 Natural barriers used in a one and two-family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

Section 307.1.4 Accessibility; Add exception to Section to 307.1.4 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 310; Change to read as follows:

310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190.

Section 313.7; Change to read as follows:

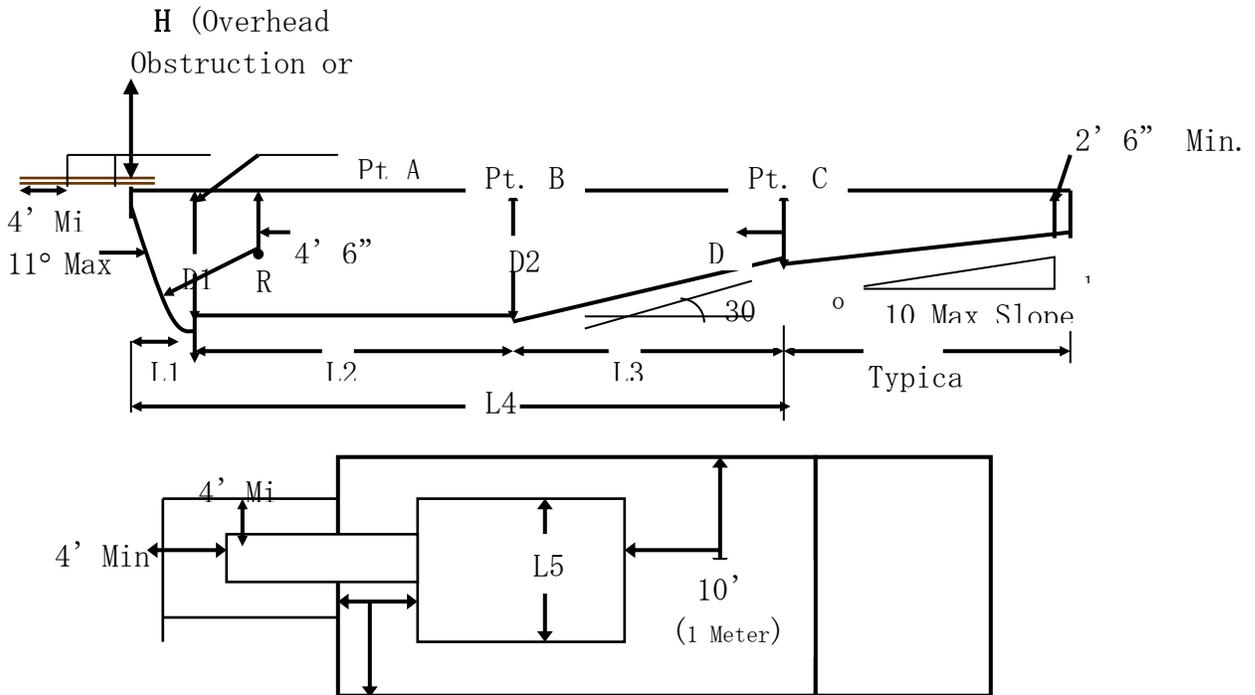
313.7 Emergency shutoff switch for spas and hot tubs. A clearly labeled emergency shutoff or control switch for the purpose of stopping the motor(s) that provide power to the recirculation system and jet system shall be installed at a point readily accessible to the users and not less than 1.5 m (5 ft.) away, adjacent to, and within sight of the spa or hot tub. This requirement shall not apply to one and two-family dwellings and townhouses.

Section 402.12; Change to read as follows:

402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with **Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6).** (Delete Table 402.12 and Figure 402.12)

ADD: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plummet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plummet to Adjacent Plummet	10 ft.	10 ft.	10 ft.



Section 402.13; Change to read as follows:

402.13 Ladders for diving equipment. Ladders shall be provided with two grab rails or two handrails. There shall be a uniform distance between ladder treads, with a 7-inch (178 mm minimum) distance and 12 inch (305 mm) maximum distance. Supports, platforms, steps, and ladders for diving equipment shall be designed to carry the anticipated loads. Steps and ladders shall be of corrosion-resistant material, easily cleanable and with slip-resistant tread;

Section 411.2.1 & 411.2.2; Change to read as follows:

411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e.,

horizontal run) of 12 inches and a minimum width of 20 inches.

411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero

****Section 411.5.1 & 411.5.2; Change to read as follows:**

411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface

411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step.

This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

6. Unchanged
7. Unchanged

Section 603.2; Change to read as follows:

603.2

Class A and B pools: Class A and B pools over 5 feet deep: the transition point of the pool from the shallow area to the deep area of the pool shall be visually set apart with a 4-inch minimum width row of floor tile, a painted line, or similar means using a color contrasting with the bottom; and a rope and float line shall be provided between 1 foot and 2 feet on the shallow side of the 5-foot depth along and parallel to this depth from one side of the pool to the other side. The floats shall be spaced at not greater than 7-foot intervals; and the floats shall be secured so they will not slide or bunch up. The stretched float line shall be of sufficient size and strength to offer a good handhold and support loads normally imposed by users. If the owner or operator of the pool knows or should have known in the exercise of ordinary care that a rope or float is missing, broken, or defective, the problem shall be promptly remedied

Section 610.5.1; Change to read:

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (254 mm). The bottom riser height shall be permitted to vary from the other risers.

Section 804 Diving Water Envelopes; Change to read as follows:

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

END

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: FM 2499 Speed - Reduction to 45 MPH
Submitted For: Helen-Eve Liebman, Director **Submitted By:** George Marshall, Engineer
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Regional Cooperation

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

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

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

RECOMMENDATION

Staff recommends approval of the reduction of speed from 50 mph to 45 mph along FM 2499 in its entirety.

Attachments

FM 2499 Speed Limit Ord

ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE TEXAS TRANSPORTATION CODE SECTION 545.356 UPON HIGHWAY FM 2499 WITHIN THE CORPORATE LIMITS OF THE CITY OF CORINTH; AMENDING CHAPTER 70, SECTION 70.01 “SPEED LIMITS,” OF THE CITY OF CORINTH CODE OF ORDINANCES; PROVIDING A PENALTY UP TO \$200 FOR EACH VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Corinth, Texas (“City”) is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council (“Council”) members;

WHEREAS, the Texas Department of Transportation (“TxDOT”) has completed a speed zone study on FM 2499 (the “study”) on the road designated as FM 2499 within the City limits showing speeds which are reasonable or safe under the conditions found to exist there;

WHEREAS, to proceed with changing the speed limits in conformance with the results of the TxDOT study, the City must prepare an ordinance matching the zones on the speed study;

WHEREAS, the Texas Transportation Code Section 545.356 provides that whenever the City’s governing body determines on the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than reasonable and safe under the conditions found to exist at on any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may then determine and declare a reasonable and safe prima facie speed limit by the passage of an ordinance effective when signs giving notice thereof are erected on the street or highway;

WHEREAS, the City previously adopted Ordinances No. 84-2-21-4, Ord. 12-10-18-21, and 18-09-20-29 to regulate the speed limits on streets and highways within the City; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Corinth, Texas that the City’s speed limit schedule be amended pursuant to the results of the TxDOT study.

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

SECTION 1: Findings Incorporated

That the findings above are incorporated herein in their entirety.

SECTION 2: Code of Ordinances Amended

Chapter 42, Article II, Division 2 is hereby amended by revising the following (with additions being reflected as underscored removals being reflected as ³¹⁰~~strikethrough~~):

Section 70.01 - Speed Limits.

Street	Description	MPH	Ord No.	Date
FM 2499	From FM 2181 to the city's northern limits	50 45		2-21-18

The speed limit set by existing ordinance governing FM 2499 to the city's southern limits remains in full force and effect.

SECTION 3: Authorization to Erect Signs

The Mayor of Corinth is hereby authorized to cause to be erected appropriate signs indicating the amended speed zones, such signs to be furnished and installed by TxDOT.

SECTION 4: Penalty

Any person violating this as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Hundred Dollars (\$200.00). Corinth retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability

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

SECTION 6: 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 repealed by this ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 7: Savings/Repealing Clause

Provided that Corinth's Code of Ordinances, Chapter 70, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed or amended ordinance, nor shall the repeal or amendment prevent a prosecution from being commenced for any violation if occurring prior to the repeal or amendment of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date

This Ordinance shall take effect immediately upon and after its passage as provided by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF

CORINTH, TEXAS on this _____ day of February, 2019.

Bill Heidemann, Mayor

Attest:

Kimberly Pence, City Secretary

City Council Regular and Workshop Session

Meeting Date: 02/21/2019
Title: KCB Chapter 33 Revision
Submitted For: Bob Hart, City Manager
Submitted By: Julie Arrington, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

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

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

RECOMMENDATION

Staff recommends the approval of an ordinance amending Chapter 33 "Boards and Commission" of Title III "Administration".

Attachments

KCB Ordinance

ORDINANCE NO. 19-02-21-

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING SECTION 33.02, "PURPOSE AND DUTIES" OF THE SECTION ENTITLED "KEEP CORINTH BEAUTIFUL COMMISSION" OF CHAPTER 33, BOARDS, COMMISSIONS AND DEPARTMENTS OF TITLE III, "ADMINISTRATION" OF THE CORINTH CODE OF ORDINANCES TO REPEAL SUBSECTIONS 33.02 (A)(6) AND (A)(7) AND TO ADOPT A NEW SECTION 33.02 "PURPOSE AND DUTIES" OF SECTION 33 OF TITLE III, OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, in 2004, the City Council adopted Resolution No. 04-09-02-19, establishing the Keep Corinth Beautiful Commission; and

WHEREAS, in 2013, the City Council adopted Ordinance 13-11-07-29, amending Chapter 33 of the Corinth Code of Ordinances merging the Parks and Recreation Commission and the Trails Committee; and

WHEREAS, the enabling ordinance for the Keep Corinth Beautiful Commission (the Commission") outlining its duties, terms of office and other related matters is codified in Chapter 33 of the Code of Ordinances, "Boards, Commissions and Departments" under the section entitled "Keep Corinth Beautiful Commission"; and

WHEREAS, the Commission has reviewed its duties outlined in Section 33.02, "Purpose and Duties" and wishes to request that the City Council amend Section 33.02, "Purpose and Duties", to repeal subsection (A)(6) and to adopt a new subsection (A)(6) and to repeal subsection (A)(7) due to the lack of necessary resources as available for the Commission to provide a review and recommendation regarding a full scale comprehensive Trail Plan and open space and corridor sites for acquisition and development; and

WHEREAS, the City Council has determined it appropriate to remove the duties imposed under subsection (A)(6) and (A)(7) from Section 33.02, "Purpose and Duties" of the Commission by repealing those subsections and to transfer responsibility for those duties to Planning and Development Department for the City of Corinth;

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

SECTION I.
Incorporation of Premises

The recitals set forth above are the findings of the City Council and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION II.
Amendments

That Section 33.02, "Purpose and Duties", of the Section entitled "Keep Corinth Beautiful Commission" of Chapter 33, "Boards, Commissions and Departments" of Title III, "Administration" of the Code of Ordinances of the City of Corinth, Texas, entitled is hereby amended to repeal subsections 33.02(A)(6) and (A)(7), and renumber all other subsections of Section 33.02 which shall remain in full force and effect, with amended Section 33.02, "Purposes and Duties" of Chapter 33 to be and read in its entirety as follows:

“KEEP CORINTH BEAUTIFUL COMMISSION

§ 33.02 PURPOSE AND DUTIES

(A) The Commission shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste to the City Council so all city activities might follow a common purpose. The Commission shall have the following responsibilities:

1. Develop citywide refuse and environmental policy plan(s);
2. Evaluate City actions in light of that policy;
3. Determine and recommend to the City Council management and program priorities on a citywide basis;
4. Recommend enforcement and additional program alternatives;
5. Monitor City performance from data collected and examined under the Keep Texas Beautiful, Inc. Affiliate System guidelines and make an annual report to the City Council;
6. Maintain membership in Keep Texas Beautiful and any other national beautification group that the organization so chooses to be a part of; and
7. Carry out such other tasks as the City Council may designate.

(B) To accomplish these responsibilities, the Commission shall be authorized to establish sub-committees such as, but not limited to, the areas of Business and Industry, Communications, Education, Finance/Fundraising, and Cleanup.

(C) A Commission member will chair each sub-committee with an unspecified number of community volunteers chosen by the Commission as working sub-committee members.”

SECTION III.
Cumulative Repealer

This Ordinance shall be cumulative of all provisions of all existing ordinances and resolutions and of the Code of Ordinances of the City of Corinth, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances, resolutions, and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION IV.
Severability

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION V.
Effective Date

This Ordinance shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2019.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney