



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, December 6, 2018, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Planning and Zoning Commission Annual Report for Fiscal Year 2017-18.
2. Planning and Development update for Fiscal Year 2017-18.
3. University of Texas at Arlington Capstone Project on Zoning Notifications.
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.

ADJOURN WORKSHOP SESSION

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

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

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

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 an Agreement with Zayo Group, LLC. to install, configure, and maintain a fiber optic connection from City Hall to the Public Safety Complex.
2. Consider and act on the approval of an Interlocal Agreement with the City of Plano for cooperative purchasing.

3. Consider and act on the approval of an Interlocal Agreement with Harris County Department of Education (HDPE) for cooperative purchasing on the Choice Partners Cooperative Program.
4. Consider and act on approval of calendar year 2019 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball, adult softball and youth baseball.
5. Consider and act on approval of calendar year 2019 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer.
6. Consider the delegation of authority to the city manager to sign the Flood Mitigation grant application.

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

7. **BUSINESS:**
 Conduct a Public Hearing and consider testimony and act upon a rezoning request for an approximate 26.39 acre tract of land from SF-2, Single Family Residential (Detached) to a PD, Planned Development zoning district with a base zoning designation of SF-4, Single Family Residential (Detached). The property is situated in the J. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas and generally located north of Walton Drive, south of Black Jack Lane, east of North Corinth Street, and west of Shady Rest Lane. (Trails at Shady Rest Rezoning)

- Staff Presentation
- Applicant Presentation
- Public Hearing
- Response by Applicant
- Response by Staff
- Take Action

BUSINESS AGENDA

8. Consider adoption of the Strategic Plan - *Embracing the Future , Corinth 2030*.
9. Consider and act on Legislation Resolution establishing guidelines for the 2019 legislative session.
10. Consider and act on a Resolution adopting the Strategic Asset Management Policy.

11. Consider and act on a Resolution calling a public hearing on January 10, 2019 relative to the City's intent to establish the City of Corinth Property Assessed Clean Energy Program ("City of Corinth PACE") and finding that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
12. Consider and act on City Manager employment agreement.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer:

A. Marcus Mote v. Debra Walthall, Case No. 4:16-CV-0020-RC, United States District Court for the Eastern District of Texas.

B. Todd Anthony Foust vs. City of Corinth and the Lake Cities Fire Department, Cause No: 18-8885-431, Denton County Texas

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.

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.

13. Consider and authorize the city manager to negotiate and execute an Interlocal Agreement with UTRWD for the construction of the Lake Sharon Waterline and to bring the agreement to the City Council for consideration in January.

ADJOURN:

Posted this 30th day of November, 2018 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: Annual P&Z report.
Submitted For: Helen-Eve Liebman, Director
Submitted By: Ben Rodriguez, Manager

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Planning and Zoning Commission Annual Report for Fiscal Year 2017-18.

AGENDA ITEM SUMMARY/BACKGROUND

Planning and Zoning Commission Annual Report for Fiscal Year 2017-18.

RECOMMENDATION

N/A

Attachments

P&Z Annual Report



Planning and Zoning Commission
Annual Report to City Council

Brian Rush, Chairman

PLANNING AND ZONING COMMISSION MEMBERS

Place 1: Bruce Hanson, Vice Chairman

Place 2: Wade May

Place 3: Brian Rush, Chairman

Place 4: Lindsey Baker

Place 5: *Open*

1st Alternate: Robert Pace

2nd Alternate: William Davis

Chuck Mills (service ended this year)

Marc Powell (service ended this year)

Dwayne Zinn (service ended this year)



PLANNING AND ZONING COMMISSION FUNCTIONS

- Conduct public hearings, discuss and approve or make recommendations to City Council regarding:
 - Planned Development Amendments
 - Plat Approvals
 - Rezoning Requests
 - Comprehensive Plan Amendments
 - Subdivision Ordinance Amendments
 - Thoroughfare Plan Amendments
 - Zoning Ordinance Amendments

PLANNING AND ZONING COMMISSION 2018 OVERVIEW

- Preliminary Plats 2 cases
- Final Plats 2 cases
- Replats/Other plats 4 cases
- Zoning 12 cases
- Ordinance Amendments 6 cases

Total: 26

ZONING CASES APPROVED

- 1251 Post Oak Drive – Major Subdivision Waiver
- 7-11 Corinth Retail - Planned Development
- Corinthian Park Addition – Planned Development
- Children's Lighthouse – Planned Development Amendment
- Children's Lighthouse – Major Subdivision Waiver
- Crosspointe Subdivision – Planned Development and Future Land Use Plan Amendment
- Goddard School – Planned Development
- Goddard School – Major Subdivision Waiver
- Hertz Rent-A-Car – Specific Use Permit
- Huffines Kia Subaru – Planned Development
- Lake Sharon Phase III – Preliminary Plat
- Verizon Tower – Specific Use Permit

Total: 12

APPROVED PLATS

- 7-11 Corinth Retail - Preliminary Plat
- 7-11 Corinth Retail – Final Plat
- Children's Lighthouse – Preliminary Plat
- Children's lighthouse – Final Plat
- Goddard School – Replat
- Pecan Creek Plaza – Replat
- Millennium – Replat
- Motel 6 – Preliminary Plat

Total: 8

ORDINANCE UPDATES

- Land Use Chart and Conditional Development Standards Update
- Parking Dimensional Regulations
- Planned Development Regulations
- Plant Material list
- Residential Adjacency Standards
- Solar Panel Regulations

Total: 6

Speaking for myself and the rest of the members of Corinth's Planning and Zoning Commission, we wish to thank the City Council for the opportunity to serve the City.

The members of the Commission thoughtfully consider the impact that their decisions have on the community, weighing the immediate needs with the long term goals of the City.

We look forward to being an integral part of the future growth of the City of Corinth.

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: Planning and Development Update for FY 17-18

Submitted For: Helen-Eve Liebman, **Submitted By:** Ben Rodriguez, Manager
Director

City Manager Review:

AGENDA ITEM

Planning and Development update for Fiscal Year 2017-18.

AGENDA ITEM SUMMARY/BACKGROUND

Presentation of Planning and Development Services Annual Report.

RECOMMENDATION

N/A

Attachments

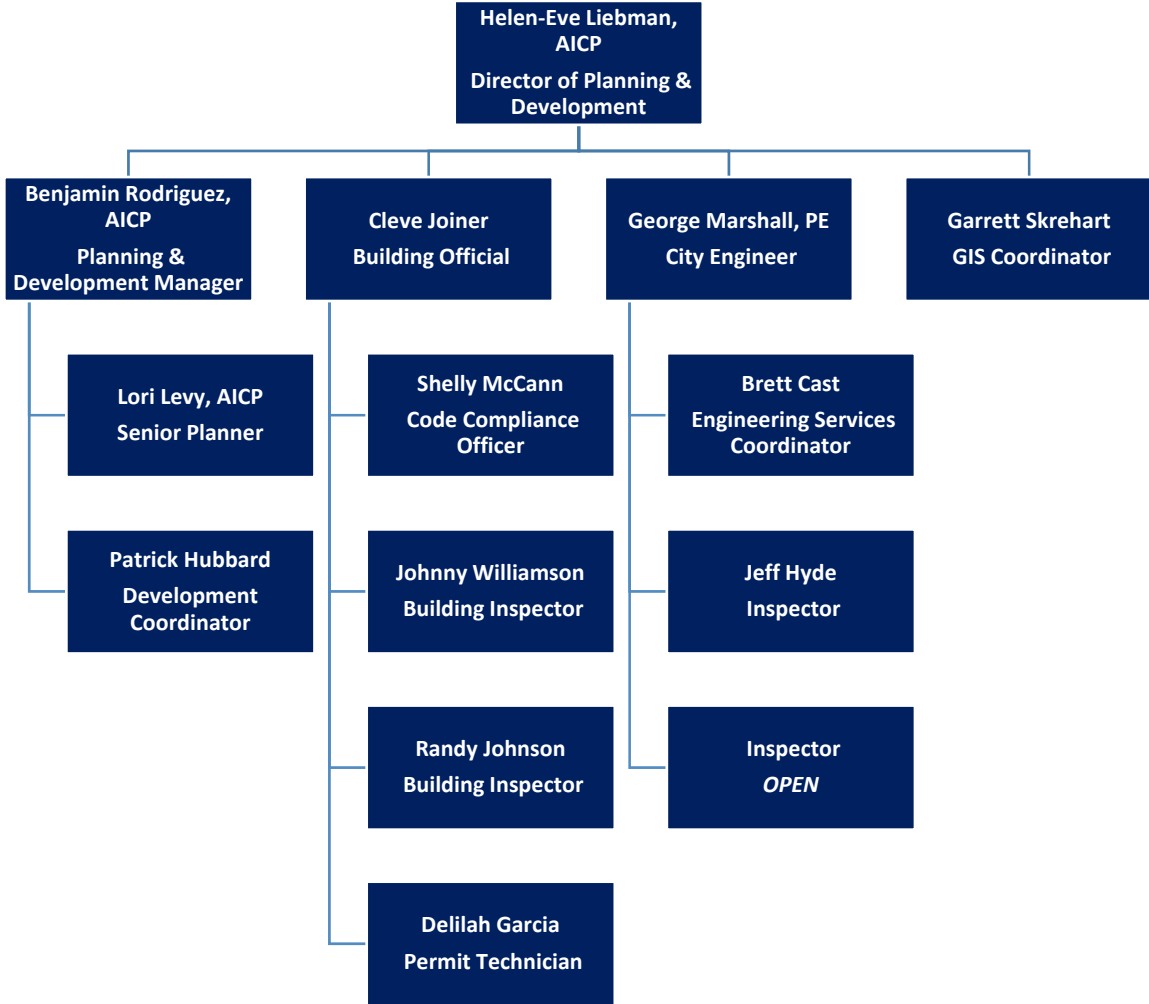
Planning and Development Department Annual Report



Planning and Development Services
Annual Report to City Council

Helen-Eve Liebman, AICP, Director

PLANNING AND DEVELOPMENT STAFF



PLANNING AND DEVELOPMENT SERVICES

The Planning and Development Department works to improve the quality of life in Corinth by:

- Encouraging property maintenance
- Establishing and implementing high standards for new development
- Preservation and reinvestment in older parts of the city

Services

The Planning Department processes land development applications and provides analyses to the Planning and Zoning Commission and City Council to assist them in reviewing land development projects, standards, and policies. The department also provides data to promote economic development in the city.

PLANNING APPROVAL OVERVIEW

- Administratively Approved Plats 5 cases
- Administratively Approved Site Plans 1 case

Total: 6 cases

ADMINISTRATIVE PLANNING APPROVALS

- 1816 Robinson Rd – Minor Plat
- 2204 Post Ridge Circle – Amending Plat
- Lot 7R and 15R, Block E, Meadows North Estates – Amending Plat
- Lots 14 & 15, Block C, Meadow North Estates Addition – Amending Plat
- Lot 1, Block A, Forehand Addition – Minor Plat
- Huffines Kia/Subaru Landscape Plan Amendment – Site Plan Update

Total: 6

PERMITS ISSUED

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
ACCESSORY STRUCTURE	24	\$176,341.28	\$2,936.71
ACCESSORY STRUCTURE	2	\$7,001.00	\$229.76
CERTIFICATE OF OCCUPANCY	2	\$0.00	\$200.00
CONSTRUCTION SITE TRAILER	1	\$1,344.00	\$553.16
DEMOLITION	3	\$0.00	\$30.00
DEMOLITION PERMIT	1	\$0.00	\$10.00
ELECTRICAL	13	\$35,474.00	\$641.91
FENCE	42	\$272,887.00	\$1,376.35
FLATWORK	21	\$104,422.50	\$758.71
GRADING PERMIT	1	\$0.00	\$20.00
HEALTH INSPECTION	9	\$8,650.00	\$1,920.00
HOUSEHOLD CHICKEN	6	\$0.00	\$0.00
HOUSEHOLD CHICKEN PERMIT	1	\$0.00	\$0.00
IRRIGATION	103	\$225,700.00	\$7,725.00
MECHANICAL HVAC	130	\$1,183,291.61	\$4,858.95
MISC	23	\$377,204.83	\$3,506.75
MULTI FAMILY REG AND INSP	4	\$0.00	\$0.00
NEW CONSTRUCTION	96	\$38,887,623.39	\$1,064,503.25
OUTDOOR KITCHEN FIRE PIT	2	\$20,100.00	\$621.22
PATIO COVER ARBOR	39	\$491,671.76	\$13,307.10
PLUMBING	63	\$110,741.95	\$1,783.70
RETAINING WALL	2	\$214,755.00	\$2,420.76
RIGHT OF WAY	1	\$0.00	\$0.00
ROOM ADDITION REMODEL	1	\$3,630.00	\$97.25
SIGN	48	\$148,639.00	\$12,884.89
SOLAR PHOTOVOLTAIC	5	\$144,603.43	\$100.00
SPECIAL EVENT	4	\$0.00	\$150.00
SWIMMING POOL SPA	41	\$1,824,934.51	\$33,579.35
TREE REMOVAL	1	\$0.00	\$0.00
WATER HEATER CHANGE OUT	94	\$148,409.44	\$2,312.54
Totals:	783	\$44,387,424.70	\$1,156,527.36

NEW CONSTRUCTION PERMITS SUMMARY

Type	Amount	Valuation
Non Residential	8	\$3,129,304.14
Residential	88	\$35,758,319.25
Total	96	\$38,887,623.39

- Projected Increase in Ad Valorem Taxes of \$206,104

CODE ENFORCEMENT CASELOAD SUMMARY*

CASE TYPE	NUMBER OF CASES
ACCESSORY STRUCTURE	10
DISCHARGE PROHIBITIONS	5
EROSION AND SEDIMENT CONTROL	1
FENCES	18
HIGH GRASS AND WEEDS	488
HOME BUSINESS CONDITIONS	3
HOUSEHOLD CHICKENS	1
PERMITS	11
PROPERTY MAINTENANCE	77
SIGN	17
SUBSTANDARD STRUCTURE	2
TRASH	154
TREES AND SHRUBS	271
VEHICLES	289
Grand Total of Cases	1347

*Data provided are for January Through November, 2018.



ZONING BOARD OF ADJUSTMENT ACTIVITY

- **2204 High Pointe Drive – Encroachment into Side Yard and Rear Yard Setbacks for Accessory Building**
- **4101 Treehouse Lane – Encroachment into Side Yard Setback for Accessory Building**
- **3501 Highlands Drive- Encroachment into Rear Yard Setback for Accessory Structure**

Total: 3 Variances Approved

CAPITAL IMPROVEMENT PLAN ACTIVITY

- Quail Run Elevated Storage Tank 1.0 MG
- 20" Offsite Waterline for Quail Run EST
- Lake Sharon/Dobbs/Corinth Parkway Realignment
- Lake Sharon Extension to FM 2499
- Lynchburg Creek Flood Mitigation projects
 - Amity Village Area
 - Red Oak Drive Area

LONG-RANGE PLANNING ACTIVITY

Anticipated Plans for Fiscal 2018 – 2019:

- Strategic Plan
- Comprehensive Plan Update
- Parks and Trails Master Plan Update

Special Projects for Fiscal Year 2018 – 2019:

- Thriving Earth Exchange
- Climate Resiliency Plan (Climate Ready Communities)
- iSWM

NEW AWARDS AND DESIGNATIONS

- **STAR Communities 3-Star Designation**
- **SolSmart Gold Designation**
- **Scenic Cities Silver Award**

CONCLUSION

It continues to be a great pleasure for my staff and I to serve the Corinth community. Thank you to Mayor Heidemann and the entire City Council for affording us the opportunity to improve this thriving city.

Development services are critical to the long-term prosperity of any city, shaping the vision of our community into a reality while preserving quality of life. This is a responsibility that I and my staff do not take lightly. We have and will continue to work diligently and ethically to help create the best Corinth possible.

We look forward to continued success under your leadership.

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: University of Texas at Arlington Capstone Project on Zoning Notifications.
Submitted For: Helen-Eve Liebman, **Submitted By:** Ben Rodriguez, Manager
Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

University of Texas at Arlington Capstone Project on Zoning Notifications.

AGENDA ITEM SUMMARY/BACKGROUND

Several months ago the council requested an analysis on the practices and options for zoning change notifications. Due to staff changes at the time, staff opted to request the review be done by a UTA Capstone class. Students prepared a report based on best practices in Texas and from selected cities across the country.

RECOMMENDATION

N/A

Attachments

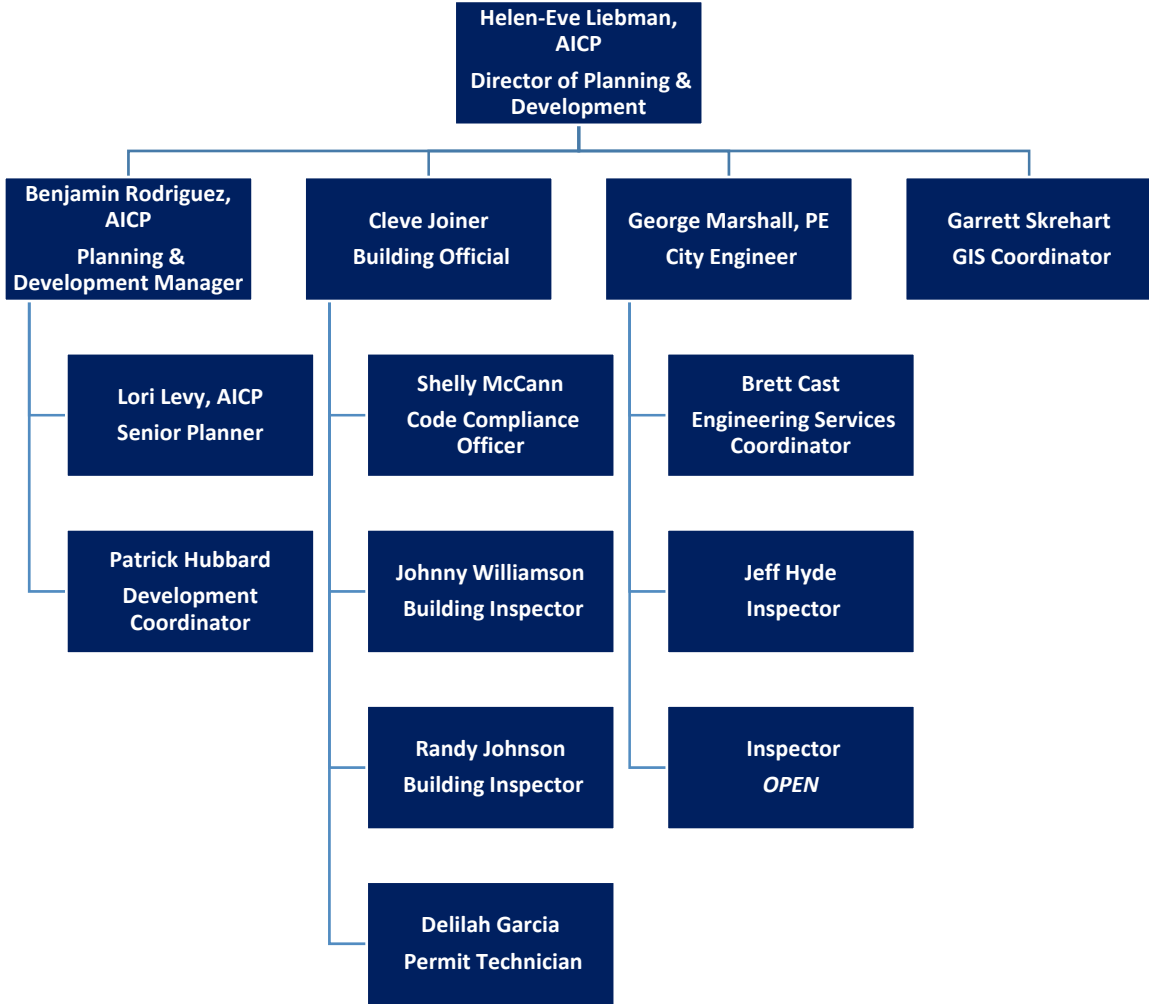
Final Revised Corinth PPT 11.21.18
Final REVISED Corinth Capstone 11-21-18



Planning and Development Services
Annual Report to City Council

Helen-Eve Liebman, AICP, Director

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CAPITAL IMPROVEMENT PLAN ACTIVITY

(TBD)

LONG-RANGE PLANNING ACTIVITY

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We look forward to continued success under your leadership.



Department
of Public Affairs



COLLEGE OF
ARCHITECTURE, PLANNING
AND PUBLIC AFFAIRS

Public Notification for Land Use Changes

Submitted to:
The City of Corinth
and
Bob Hart
Department of Public Affairs
College of Architecture, Planning and Public Affairs

Prepared by:
Rachel Lazo
Bernadette McCranie
Suzanne Porter
Terri Waggoner-Toledo
Monae Walls

November 20, 2018



UNIVERSITY OF
TEXAS
ARLINGTON

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Executive Summary

A University of Texas at Arlington Capstone Team partnered with the City of Corinth Planning and Development Department in the fall of 2018 to study public zoning notification practices. The goal of the evaluation was to identify the best practices for zoning notifications and make recommendations to Corinth based on the findings.

The City of Corinth's current practices meet the State of Texas notification requirements for zoning notification changes. However, staff and City officials wanted to find out if there were better ways to inform the public.

In order to evaluate the City of Corinth's practices, the Capstone Team studied the current Texas Local Government Code (TLGC) to identify State-mandated requirements. The Capstone Team then surveyed fifteen cities, a combination of 5 regionally-comparable Texas cities, and 10 additional cities across the United States. The survey focused on three main areas: mailed notification requirements, public hearing signage, and notification timelines. Each member of the Capstone Team was given several cities to contact and research. The Capstone Team conducted phone interviews, email interviews, and provided an online link of the survey information to staff within planning roles of the researched cities.

Upon completion of survey findings, the Capstone Team then evaluated the data for common trends, both nationally, and also regionally amongst the Texas cities. Based upon this information, the Capstone Team identified several recommendations that may be useful updates to the City of Corinth's notification practices. Recommendations include providing additional maps/graphics in the mailed letter notice to clarify the subject location and how it relates to the notified persons. Additionally, expanding courtesy notifications via a variety of mediums is suggested, to neighboring homeowner groups and homeowners' associations (HOAs). With

regards to signage, the Capstone Team has drafted some example sign designs to highlight contact information, as well as specific change requests. In addition, the Capstone Team suggests increasing the frequency of posted signs in an effort to promote visibility. Finally, the Capstone Team recommends a change in the timeline of posting signs to coincide with the publication of notice, providing both with a 15-day notice.

Purpose and Scope

The purpose of this study was to evaluate the best practices for city public hearing notifications.

Problem Statement

Client's Needs and Issues

The City of Corinth's Planning and Development Department is in pursuit of understanding the best practices of required and courtesy notification methods for public hearing cases to respond to a request for information from the City Council. As the number of zoning proposals increase, there is a greater need to ensure that the citizens of Corinth are aware of these cases. The City currently meets the State of Texas notification requirements for zoning changes; however, there are various ways to enhance the notification process. It was our team's task to research and propose changes and improvements to the City's current notification process.

Members of our team held a meeting on August 27, 2018, with Corinth's Planning & Development Director, Helen-Eve Liebman, AICP, and Planning Manager, Ben Rodriguez, AICP. Corinth representatives explained their current practices and discussed different options based on knowledge of the subject. Research of other cities was needed to determine the best ways to inform the public of zoning applications.

Our team conducted a study to collect data from comparable local and national cities. The results were evaluated to answer the following research question: What are the best practices to provide notification to citizens regarding land use changes that require public hearings? The goal is that the findings and recommendations will be used to enhance communication efforts to ensure landowners living near the rezoned properties and passersby know a zoning change is proposed, when the public hearing will be held, and provide an easy means for them to give comments/opinions on the item.

Methodology

Based on our meeting with the Planning and Development Department, the Capstone Team created a questionnaire to gather data on the types of written notification, signage, and notification timelines used in other municipalities. The team contacted fifteen cities, five from Texas and 10 additional cities as nationwide as requested by Corinth as a benchmark for comparison. Each team member was assigned to contact the Planning Department staff from two to three of the cities so that everyone can participate in the research. By using the same questionnaire for each location, the team compiled, analyzed, evaluated and compared feedback. Upon completion, the Capstone Team gathered the results and identified trends and best practices. A list of recommendations for how to improve Corinth's public notifications and awareness of zoning changes was compiled into a PowerPoint presentation and this paper report.

Researched Cities

Location	Team Member
Berkeley, CA	Rachel
Claremont, CA	Monae

San Luis Obispo, CA	Bernadette
Minneapolis, MN	Terri
Charlotte, NC	Terri
Santa Fe, NM	Rachel
New York City, NY	Monae
Portland, OR	Bernadette
Austin, TX	Rachel
College Station, TX	Rachel
Coppell, TX	Suzanne
Flower Mound, TX	Suzanne
Frisco, TX	Suzanne
Southlake, TX	Bernadette
Madison, WI	Terri

Resources Available

City of Corinth Planning staff

City websites and Codes of Ordinances

2018 Texas Local Government Code

Summary and Background

The City of Corinth currently provides a mailed letter to property owners within 200 feet of the subject parcel for rezoning notifications. The public hearing notice is also published in the Denton Record Chronicle. Both the newspaper ads and the mailed letters are published or mailed 15 days prior to the public hearing. Agendas are published on the City of Corinth's website. An individual may also receive an email of public hearing notices if they have elected to sign up for the city's "Notify Me" e-newsletter for Planning and Zoning Commission agendas.

Signs are currently posted by staff 10 days before the public hearing and are approximately 6 square feet in size with the Planning Department phone number and project type indicated.

Currently, the Texas Local Government Code requires a municipality to give notice of the proposed zoning reclassification to each property owner within 200 feet of the property on which the change in zoning classification is proposed (Texas Local Government Code, Section 211.007(c)).

Each city must provide written notice to each owner of real property within 200 feet of the property on which the change in classification is proposed, no less than 10 days before the hearing. For cities in counties over 100,000 population, a notification is required for residential and multifamily projects to a school district in which the property for which the change in classification is proposed is located (Texas Local Government Code, Section 211.007(c-1 and c-2)). Additionally, all cities must “provide notice of the time and place of the hearing [which] must be published in an official newspaper or a newspaper of general circulation in the municipality” (Texas Local Government Code, Section 211.006(a)).

To make sure that the voice of the adjacent landowner or homeowner is heard, the law allows for a written protest signed by the owners of at least 20 percent of the land covered by the change or the land immediately adjoining the land to be reclassified up to 200 feet. Due to this restriction, even if residents in the city are notified of a rezoning on the city’s website, for example, preference is given to a very small area for a protest to change the decision of the Council. A protested zoning change requires an affirmative vote of at least $\frac{3}{4}$ of all members of the governing body or the Corinth City Council.

Goals and Objectives

Table 1

Goal 1: Identify the best communications avenue to promote public hearings in the city of Corinth. Goal 2: Explore trends from cities nationwide to expand notifications. Goal 3: Make a recommendation of the results to the city of Corinth.			
Key Action Steps	Timeline	Expected Outcome	Data Source and Evaluation Methodology
Identify current practices of the City of Corinth.	August 27, 2018	Determine what are best practices in notifying residents including timeliness, size, quantity, and content.	Future measurements: Use community survey results for the comparison of notification awareness before and after the implementation of this report's recommendation.
Compile data from various cities into a comprehensive report.	October 10, 2018	Report	Online survey charts complete to show what a majority of cities are doing for notification.
Research other cities to evaluate methods.	September - October 10, 2018	Completion of survey questionnaires for all cities by October 10.	City websites, zoning code of ordinances, zoning representatives from various cities contacted. Texas Local Government Code
Research how public notification signs look and recommend most effective wording/color/placement	October 10, 2018	Compile photos from each city to identify styles of zoning signage	Suggest changes to signage City of Corinth can implement.

Program Matrix Proposal

Table 2

Message	Audience	Method	Frequency/Date	Responsible
Initial Group Meeting	Team Members	Web Conference	Friday, August 24, 2018	All Team Members
Meet with City of Corinth Representatives to Clarify Assignment Expectations	Corinth Planning & Development Director, Planning & Zoning Manager, & Team Members	In Person at Corinth City Hall	Monday, August 27, 2018	Rachel Lazo, Bernadette McCranie, Suzanne Porter
Finalize Research Questions & Assign Cities to Team Members	Team Members	Web Conference	Wednesday, September 5, 2018	All Team Members
Draft Problem Statement	Team Members	Web Conference	Wednesday, September 12, 2018	All Team Members
Initial Problem Statement Submitted	Team Members, Professor Hart	Email	Friday, September 14, 2018	Suzanne Porter
Review Problem Statement Feedback & Complete Task Assignment Matrix Team Agreements	Team Members	Web Conference	Wednesday, September 19, 2018	All Team Members
Submit Task Assignment Matrix, Team Agreements, & Final Problem Statement	Professor Hart	Email	Monday, September 24, 2018	Bernadette McCranie

Draft Work Plan	Team Members	Web Conference	Wednesday, September 26, 2018	All Team Members
Submit Work Plan	Team Members, Professor Hart	Email	Monday, October 1, 2018	Monae Walls
Review/Revise Work Plan Feedback	Team Members	Web Conference	Wednesday, October 3, 2018	All Team Members
Finalize Work Plan	Team Members, Professor Hart	Web Conference	Monday, October 8, 2018	All Team Members
Update Research Progress	Team Members	Web Conference	Wednesday, October 10, 2018	All Team Members
Report Outline Due	Team Members, Professor Hart	Email	Monday, October 22, 2018	Rachel Lazo
Submit Initial Self, Peer, & Team Assessments	Professor Hart	Email	Friday, October 26, 2018	All Team Members
Final Report	Team Members	Email	Tuesday, November 20, 2018	Terri Toledo
Submit Final Self, Peer, & Team Assessments	Professor Hart	Email	Tuesday, December 4, 2018	All Team Members
Presentation to Client	City of Corinth Planning & Zoning Commission & staff	In Person at Corinth City Hall	Thursday, December 6, 2018	Suzanne Porter and Bernadette McCranie

Survey of Cities

A survey of approximately 18 questions was designed by the Capstone Team to determine common notification practices among the researched cities. The goal of the survey was to determine if there were any identifiable trends in practice methods among all or a majority of studied cities. The City of Corinth was also asked to complete the survey for comparative analysis. Questions predominantly allowed multiple responses and captured the opinions of city planning staff who implement the rezoning notifications to find out their opinions on the effectiveness of their notification efforts. In addition to the survey, each city was asked to provide a picture of a current public hearing notification sign for the Capstone Team to review.

The survey had three main focus areas: notification requirements, public hearing signage, and the timelines with which each city had to make the notification. The first section asked primarily about notification mediums used and any distance requirements each city adhered to for notification of property owners and/or stakeholders. The section further asked if the city provides courtesy notifications to stakeholders outside state-mandated distances. For example, a city could provide notification to an HOA even if some properties within the subdivision fell outside of required notification distances. The second section focused on sign formatting and the process by which the posting of signs was completed. The final section asked about when cities make notification to stakeholders.

Survey answers were provided by an online link, direct emails or a phone interview to staff within planning roles of the researched cities.

A potential limitation of the survey is that data may lack statistical significance given the qualitative nature of this research.

Survey Questions

Figure 3.1 - What medium(s) do you currently use to notify property owners and the public of zoning change requests?

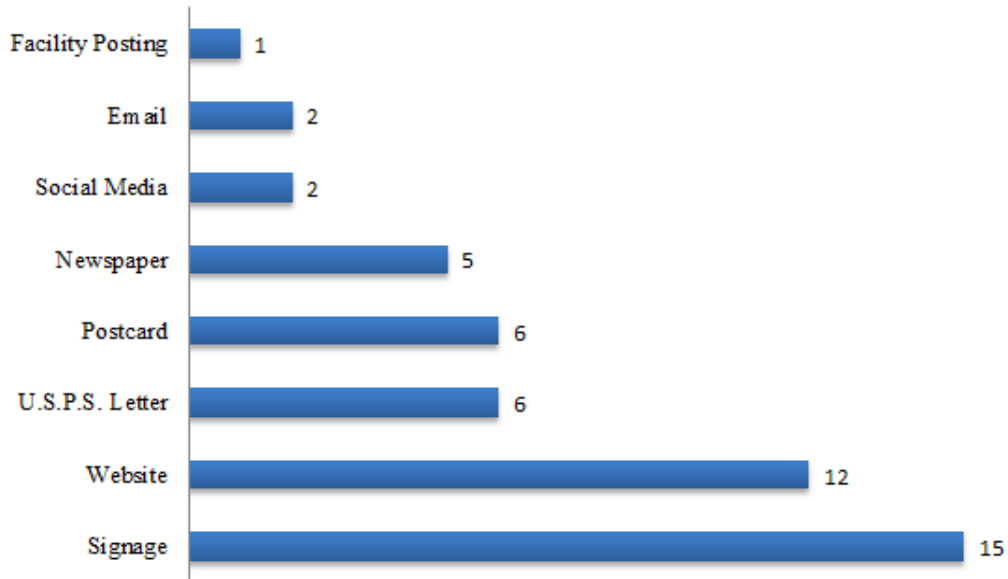


Figure 3.2 - What is your legally required distance for public notification from a specific zoning change site? (Distance noted in feet).



¹ Santa Fe has chosen to notify to a distance of 300 feet, although there is not a state-mandated distance.

² New York notices must be served when the proposed zoning regulations will affect property within 500 feet of: the property of a housing authority; the boundary of a city, village, town or county; or the boundary of a state park or parkway. (Town Law, §264(2); Village Law, §7-706(2).) These entities are given a right to be heard at the public hearing but are not given a right to judicial review.

³ North Carolina does not have a state-mandated distance but rather identifies that abutting property owners must be notified. Charlotte chooses to notify at a distance of 300’.

⁴ Portland chooses to implement a 400’-500’ notification to property owners dependent upon their Urban Growth Boundary (UGB) and 1000’ to recognized organizations since there is not a state mandate.

⁵ Austin has chosen to expand their mailing notification to 500’ from the 200’ minimum mandated by the State of Texas within their City Code.

Figure 3.3 - Do you make courtesy notifications outside of the state-mandated distance?

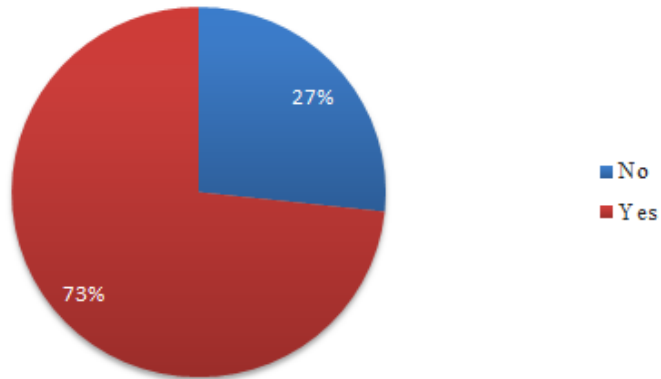


Figure 3.4 - If you make courtesy notification - how far and to whom?

225 ft. - Postcard to property owners
300 ft. - Postcard to property owners
500 ft. - Mailed letter to property owners
800 ft. - Mailed letter to property owners
Homeowners Associations within 1500 ft. - Email
Neighborhood Associations within 300 ft. - Mailed letter
Neighboring Homeowner or Neighborhood Groups - Mailed letter
Neighboring Homeowner or Neighborhood Groups - Postcard

Occupants in addition to property owners - Mailed letter
Platted Subdivision of Subject Property - Mailed letter
Public that have expressed interest - Email

Figure 3.5 - Is preference given to opinions of those persons living closer to the zoned area?

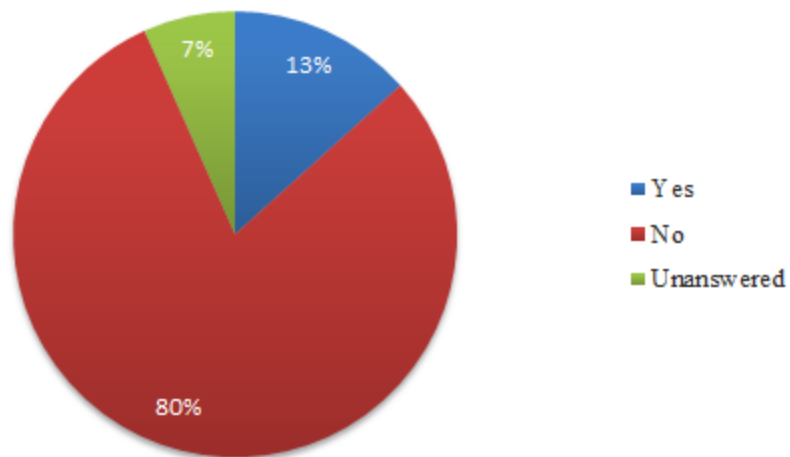


Figure 3.6 - How effective do you find your current notification efforts are in making the community aware of public hearing cases? (Scale 1-5; 5 being greatest efficiency)

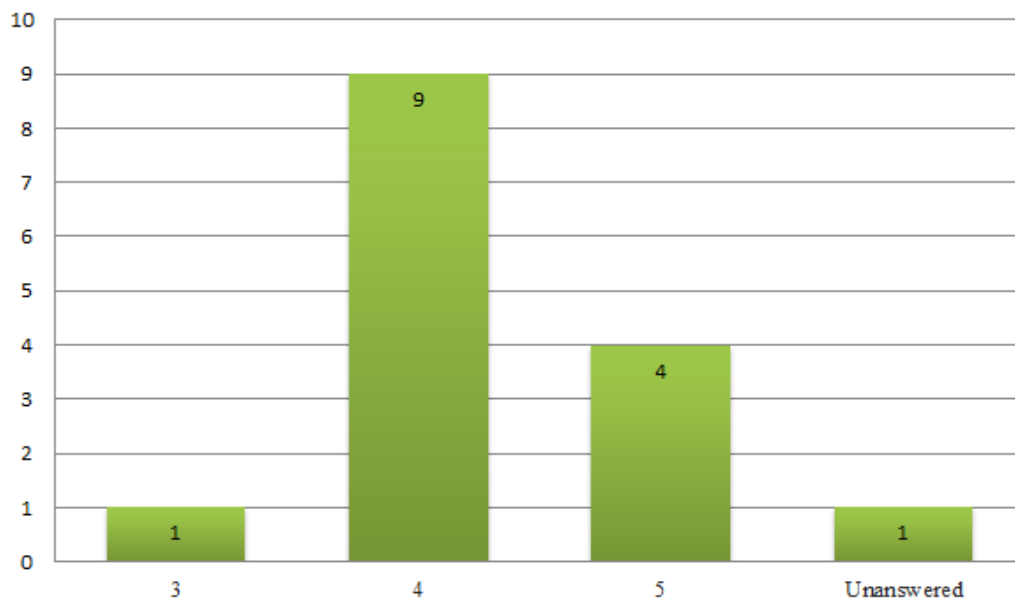


Figure 3.7 - How do you administer posting of signs on property?

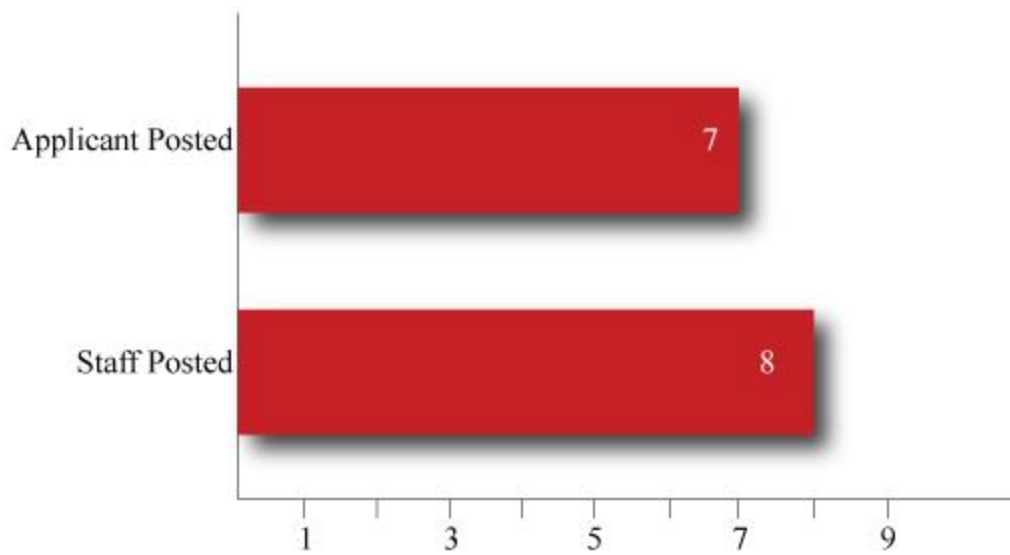


Figure 3.8 - Are your public hearing sign requirements within your Code/Ordinances?

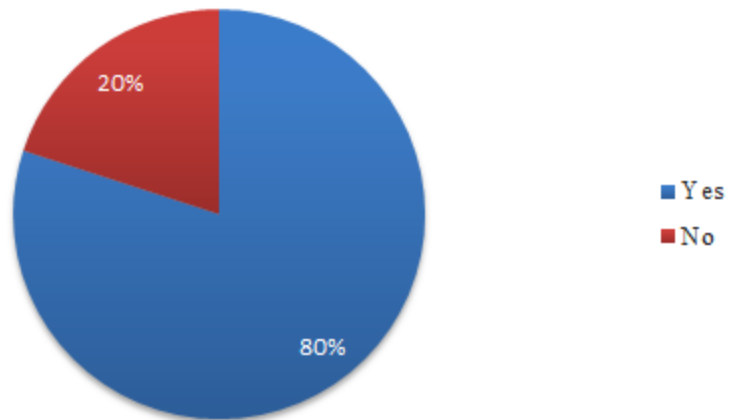


Figure 3.9 - What information do you put on the sign?

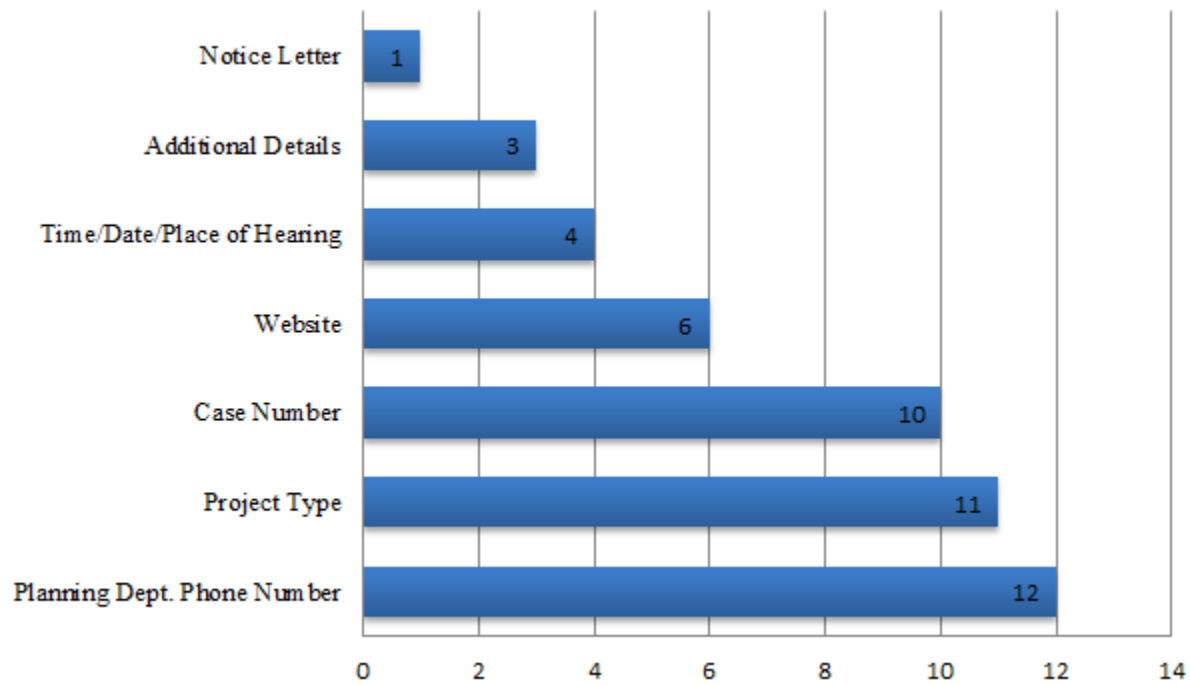


Figure 3.10 - If applicant posted, how is posting confirmed?

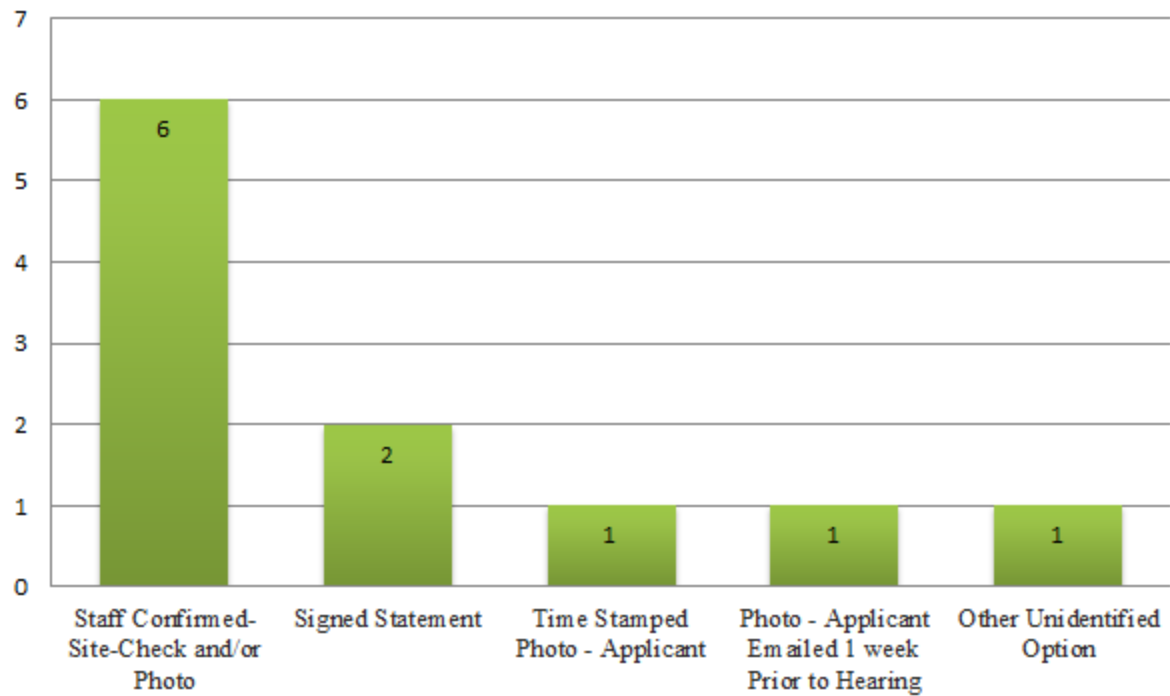


Figure 3.11 - Do you have font, size, color specifications for signs? What works best?

Austin, TX	Yes, but signs are posted on a wooden stake and do not hold up well to high winds or vandals
Berkeley, CA	Unanswered
Charlotte, NC	30" x 36" sign, metal
Claremont, CA	Signs are customized for color and size depending on adjacent buildings, landscaping, and distance signs will be viewed. Simple lettering styles and ease of legibility are the priority.
College Station, TX	24"x36" sign on metal stake frame - Picture provided
Coppell, TX	Roughly 24" x 36" - Picture provided
Flower Mound, TX	Has to be visible from the street, blue letters on white background
Frisco, TX	Size: 4 ft. x 4 ft. sign on a post a minimum of 2 ft. tall. Lettering is from 2" to 3" in height. See the example sign.
Madison, WI	Unanswered
Minneapolis, MN	Orange, with posted notice letter
New York City, NY	Unanswered
Portland, OR	Yes, 18"x 24" Coroplast with 8.5"x11" detail insert
San Luis Obispo, CA	Pre-Printed posters with blanks filled in for case #, date, Etc.
Santa Fe, NM	Standard notification poster listed in ordinance of 4 feet by 5 feet and yellow

Southlake, TX Unanswered - Picture provided of 18" x 24" sign

Figure 3.12 - What is the frequency requirement for posting signage?

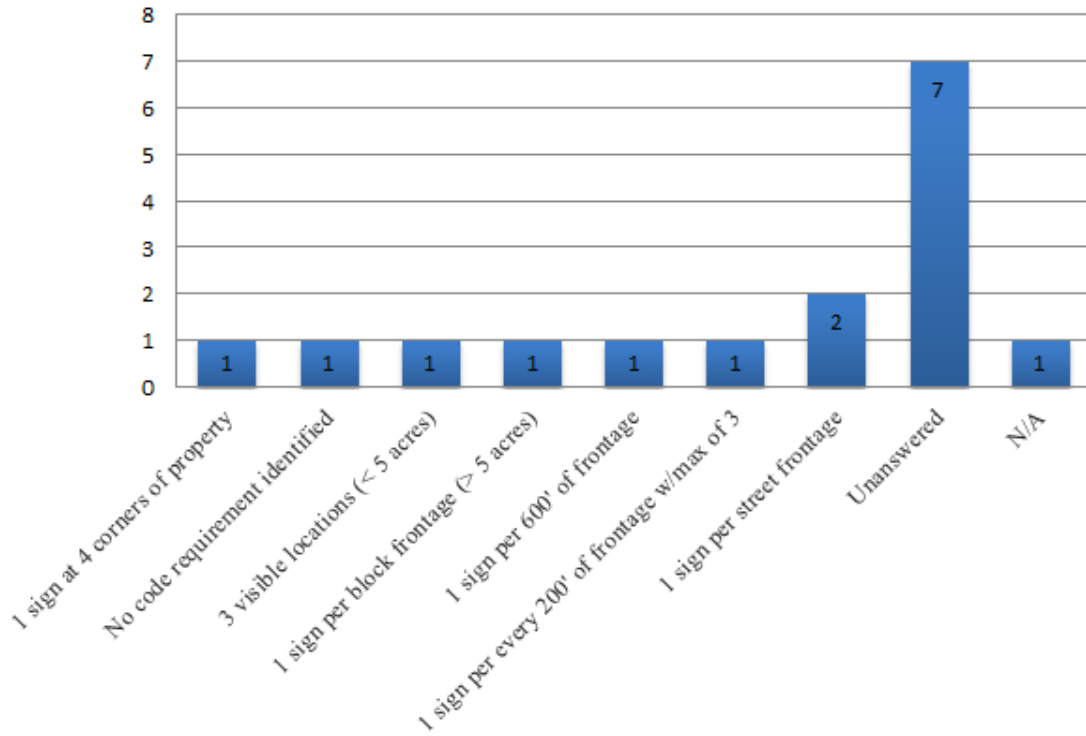


Figure 3.13 - Do you find your notification processes are sufficient?

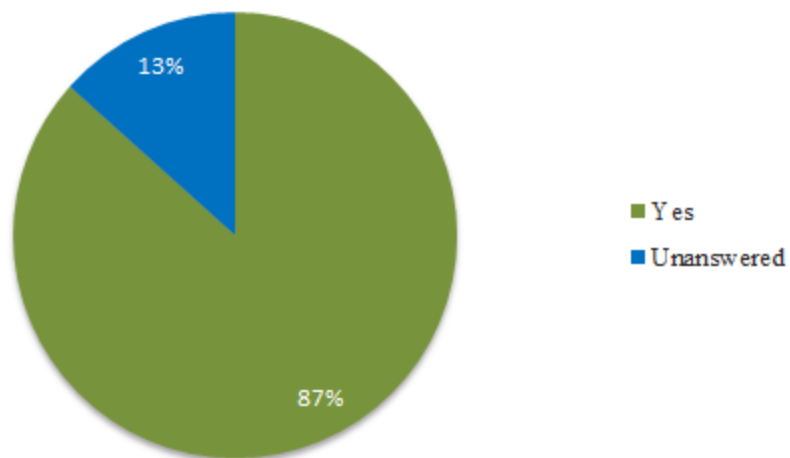


Figure 3.14 - What is the typical timeline for a zoning application process?

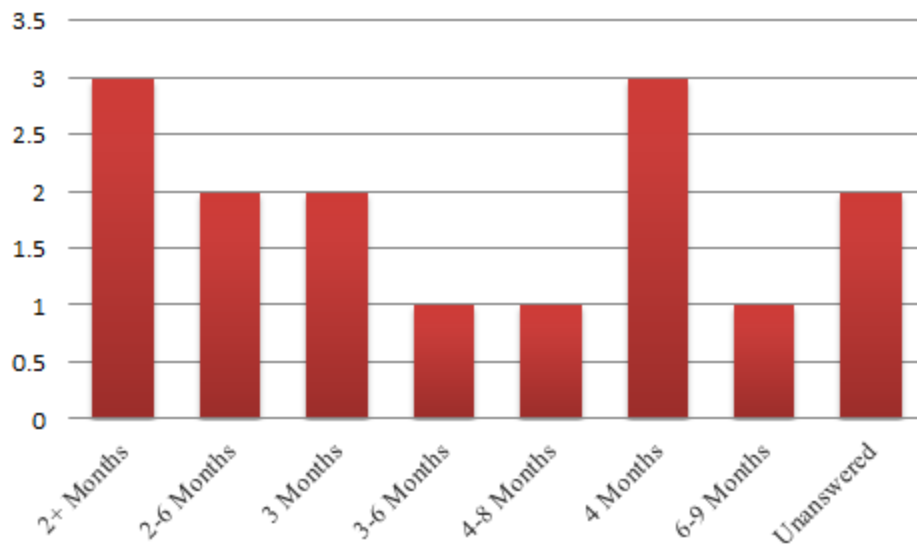


Figure 3.15 - How many days in advance of the public hearing must the public hearing sign go up?

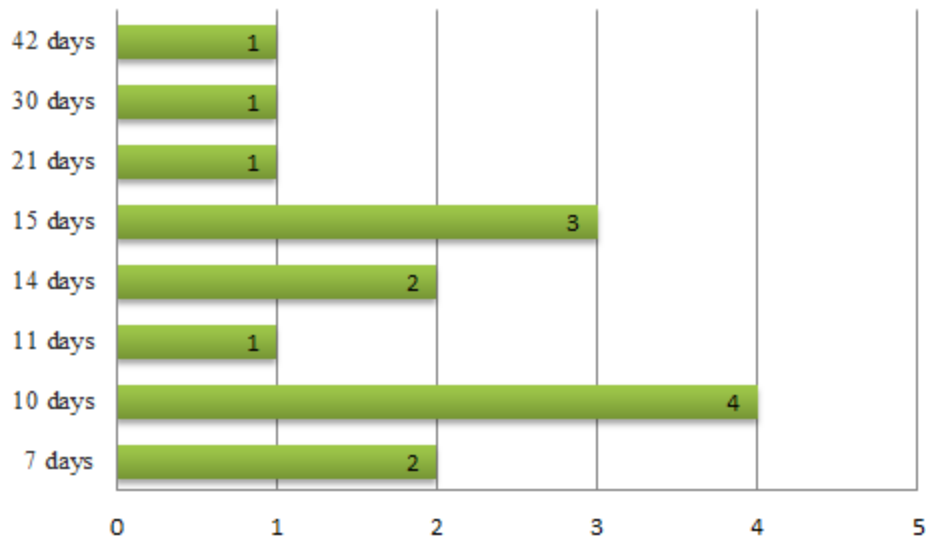


Figure 3.16 - How many days does publication notice prior to hearing?

Austin, TX	11 days
Berkeley, CA	Published 2x; 14 days & 7 days prior to public hearing
Charlotte, NC	Published 2x; 10-25 days before the hearing
Claremont, CA	10 Days
College Station, TX	15 days
Coppell, TX	15 days
Flower Mound, TX	10 days before P&Z, 15 for Council
Frisco, TX	Post Card - 10 days prior; Newspaper - 15 days prior
Madison, WI	Unanswered
Minneapolis, MN	15 days
New York City, NY	7 days
Portland, OR	20 days
San Luis Obispo, CA	7 minimum
Santa Fe, NM	15 days
Southlake, TX	15 days

Figure 3.17 - How many Planning and Zoning board members/commissioners does your city have?

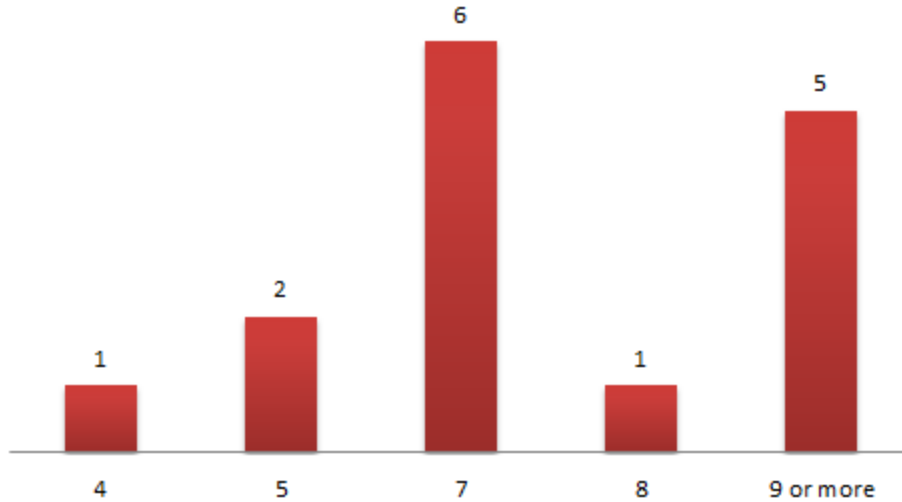


Figure 3.18 - What is your city’s current population?

Austin, TX	1 million +	Madison, WI	255,214
Berkeley, CA	122,324	Minneapolis, MN	413,651
Charlotte, NC	859,035	New York City, NY	19,745,289
Claremont, CA	36,015	Portland, OR	639,863
College Station, TX	119,304	San Luis Obispo, CA	47,000
Coppell, TX	41,100	Santa Fe, NM	83,000
Flower Mound, TX	72,000	Southlake, TX	29,440
Frisco, TX	180,262		

State Requirement Data

Public Notification Summary for Texas Cities

Table 4

	Method of Mailed Notification*	Distance for Mailed Notification	Distance for Courtesy Notification and Method	When Notification is Sent	Effectiveness of Notification Process**
State Requirement	United States mail	All school districts in which the rezoning request is located. 200 ft. of real property	N/A	Before the 10 th day before the public hearing date	N/A
Corinth	Letter Sign	200 ft.	N/A	15 days prior to the public hearing	4
Austin	Letter	500 ft.	N/A	11 days prior to the public hearing	5
College Station	Letter	200 ft.	Nearby HOAs Email	15 days prior to public hearing	4
Coppell	Letter	200 ft.	201-800 ft. Letter	Before the 10 th day before the public hearing date	5
Flower Mound	Website Letter	200 ft.	N/A	10 days prior to Planning & Zoning 15 days prior to City Council	4

Frisco	Postcard Website Emails to HOAs	225 ft.	1,500 ft. Email to HOA manager and/or president	10 days prior	4
Southlake	Letter	200 ft. plus all owners of property within platted subdivisions within 200 ft.	N/A	15 days prior to public hearing	5

*All cities provide newspaper notice per state law.

**Scale of 1 to 5 with 1 being Not Effective and 5 being Extremely Effective

Public Notifications for Other States

Table 5

	Method of Mailed Notification	Distance for Mailed Notification	Distance for Courtesy Notification and Method	When Notification is Sent	Effectiveness of Notification Process**
Berkeley, CA	Letter	300 ft.	Two newspaper runs, sign on each block front	14 days	Unanswered
Charlotte, NC	Letter	300 ft.	State law requires adjacent landowners; they go to 300 ft.	10 days	4
Claremont, CA	Postcard	300 ft.	No required distance for courtesy Notification. Public who express interest are	10 days	Unanswered

			notified via email.		
Madison, WI	Letter	300 ft.	30 days to Alder and HOA	10	4
Minneapolis, MI	Letter	100 ft. by law	350 ft. notified by letter	10 days sign, 15 days letter	
New York, NY	Postcard	500 ft.	500 ft. notified by letter	7 days prior to public hearing	Unanswered
Portland, OR	Letter	400- 500 ft. dependent on UGB for property owners; 1000 feet courtesy to recognized organizations	N/A	Between 20-30 days ahead of public hearing	4
San Luis Obispo, CA	Postcard	300 ft.	Notifies occupants as well as property owners within 300 ft.	At least 7 days prior to public hearing	4
Santa Fe, NM	Letter	300 ft	N/A	15 days	3

****Scale of 1 to 5 with 1 being Not Effective and 5 being Extremely Effective**

State Specific Notification Distances

California - 300 ft.

According to the California Legislature, notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to all owners of real property as shown on the latest equalized assessment roll within 300 feet of the real property that is the subject of the hearing.

Minnesota - 350 ft.

According to the Minnesota Office of the Revisor of Statutes and State Law Library, 462.357 Official Controls: Zoning Ordinance, a notice shall be mailed at least ten days before the day of the hearing to each owner of an affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates. For the purpose of giving mailed notice, the person responsible for mailing the notice may use any appropriate records to determine the names and addresses of owners. A copy of the notice and a list of the owners and addresses to which the notice was sent shall be attested to by the responsible person and shall be made a part of the records of the proceeding.

North Carolina - Adjacent properties

According to North Carolina General Assembly Article 18 Planning and Regulation of Development § 153A-343 Method of Procedure, for a rezoning the owner of the land and all parcels of land abutting that parcel of land as shown on the county tax listing shall be mailed a notice of the public hearing. The notice is mailed at least 10, but not more than 25 days, prior to the date of the public hearing. If more than 50 properties are affected, then a notice must be published in the newspaper as a half-page ad. A posted sign goes in the adjacent public street or highway right-of-way and notification must go to interested persons. There is not a specific radius in the state law, but a requirement for abutting property owners to be notified.

New Mexico - No state-mandated distance requirement

According to § 3-17-3 of the New Mexico Statutes Annotated (NMSA) 1978, notice of the hearing shall be a legal advertisement published one time in a newspaper of general circulation no less than two weeks prior to consideration of final action. The State has no requirement for mailed notification, but a copy of the proposed ordinance is made available to the general public upon request from the municipal clerk.

New York - 500 ft.

The local governing board must serve written notices of the public hearing to certain public bodies. Service may be made either personally or by mail. New York notices must be served when the proposed zoning regulations will affect property within 500 feet of: the property of a housing authority; the boundary of a city, village, town or county; or the boundary of a state park or parkway. (Town Law, §264(2); Village Law, §7-706(2).) These entities are given a right to be heard at the public hearing but are not given a right to judicial review.

Oregon - No state-mandated distance requirement

The state of Oregon does not have a notification distance requirement regarding zoning land use changes, but rather itemizes the content that needs to be included within their noticing. Portland, however, has chosen to implement a notification distance of 400 to 500 feet depending on whether a property is within their Urban Growth Boundary. In addition, they mail notifications to recognized organizations within 1,000 feet.

Texas- 200 ft.

The State Local Government Code, Sec. 211.007. ZONING COMMISSION requires that all property owners within 200 feet of the subject property be notified by mail before the 10th day prior to the public hearing. Of the five Texas cities surveyed, Austin, Texas is the only city that has chosen to implement a larger distance of 500 feet, as identified within their City Code. The other four cities make legal notification using the 200 feet state-mandated minimum as a standard.

Wisconsin - 300 ft.

According to the Wisconsin State Legislature Chapter 60 Subchapter VIII Land Use and Planning, the notification procedure involves a public hearing and the notification of anyone within 300 feet of the rezoning.

Data Observation Summaries

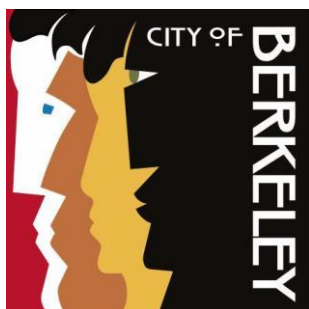
Austin, Texas



The City of Austin mails notification letters to persons living within 500 feet of a proposed zoning change, which is more than the State requirement. They post in the Austin American Statesman newspaper 11 days prior to Commission and 16 days prior to Council.

Public hearing signage is posted by staff in 200-foot intervals. The signs are supported by a wooden stake, and staff noted that it does not hold up well to high winds.

Berkeley, California



The City of Berkeley mails letters to persons living within 300 feet of the subject tract. They post in the newspaper and post public hearing signs on the subject tract. Notifications are published in the newspaper twice – 14 days prior to the hearing and seven days prior to the hearing. Signs are posted 14 days before the public hearing. If less than a five-acre property, a sign is posted in three visible locations. If more than five acres, then a sign is posted on each block front.



Charlotte, North Carolina

Charlotte, North Carolina requires a notification letter to adjacent property owners and those within 300 feet across the street from the proposed rezoning location. It is mailed within three weeks of the public hearing and no later

than 10 days prior. An ad is put in the newspaper, and the posting is put on the City rezoning website. Signage is also placed at the rezoning location. The state law requires notifying neighboring homeowners, however, the city extends notification to 300 feet. Any neighborhood leaders and HOAs within a mile receives a notification. A weakness is they do not distinguish between the opinions of the neighboring homeowners and rest of community. A big yellow metal sign with a giant Z on it is the rezoning notification along with the petition number. The process can take up to three months for a full review cycle.

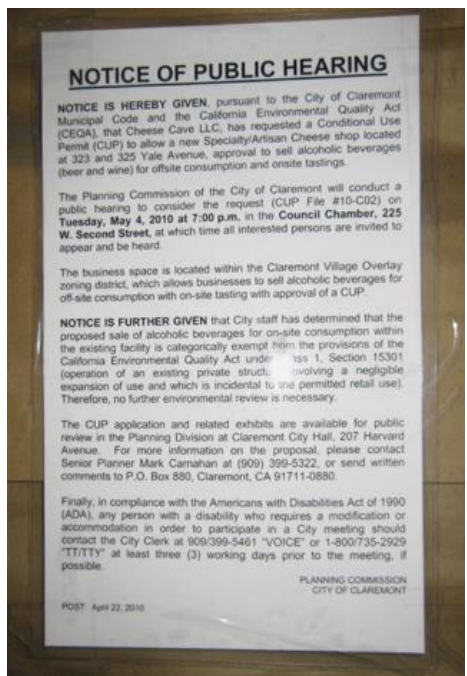


Signs are posted six weeks prior to the public hearing providing extra notification. They print two notices in the newspaper.



Claremont, California
 The City of Claremont, California provides notification to property owners and the public of zoning change

requests through several different mediums including a postcard, signage, website, email, the Claremont Public Library, City Hall Public Center, Youth Actions Center, Alexandar Hughes Community Center as well as



publications in at least one local newspaper. The notification must be posted 10 days in advance of the public hearing in at least three public places. The legally-required distance for public notification from a specific zoning change site for property owners is 300 feet of the boundaries of the project areas. As pictured, Claremont, California requires specific information to be included on the posted signs. Signs require a date, time, place, and hearing body or office. In addition, the signage must include a general explanation and description regarding the details to be discussed during the hearing. The City of Claremont has a very user-friendly webpage. There are links to allow for direct access to the City's Code of Ordinances as well as contact information for the City planners. The City of Claremont did not speak to how effective they feel their notification processes are related to rezonings. The Capstone Team's opinion is that the city website for Claremont provides a lot of information.



College Station, Texas

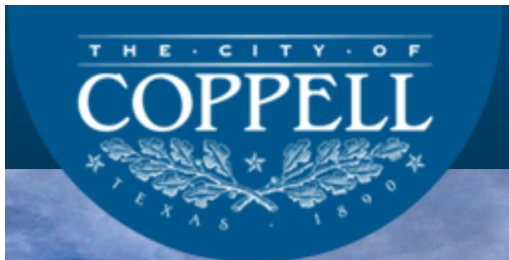
The City of College Station mails notification letters 15 days ahead of a public hearing to property owners within 300 feet of a proposed rezoning, as well as any nearby registered HOAs. All opinions are weighted and/or considered equally. College Station also posts their Planning & Zoning Commission (P&Z) meeting agendas to their website which allows the public to submit their feedback prior to the public hearing. Individuals always have the option to appear and provide their response in person at the hearing.

The City of College Station mails notification letters 15 days ahead of a



College Station's public hearing signage is staff posted and utilizes pre-printed signage with project type and the Planning Department's phone number. Signs are posted a minimum of 15 days before a public hearing.

The average zoning application process for the City of College Station takes two to four months.



Coppell, Texas

Coppell sends reply letters to property owners within 200 feet, per state law, and a courtesy notice to those between 201-800 feet.

A zoning change request sign is posted on the property a minimum of 10 days before the P&Z meeting and remains up until after a decision has been made by City Council, which takes approximately 60 days. Verification that the sign has been posted varies by the city employee. It could be that a picture is sent to the planner or the planner drives by the site to confirm its posting. A weakness is that there are no written requirements for the frequency of signage for a property with a large street frontage.

The applicant pays a \$200 deposit for the sign, which is refunded upon its return to the Planning Department after the case is complete. The information on the 24"x 36" sign is that there is a Zoning Change Request and provides the Planning Department's phone number so the sign can be reused.

The Planning Department rated their process as highly effective (a 5 on a scale of 1-5).





Flower Mound, Texas

The Planning Department determines who should receive notices and calculates a fee of \$2.50 per notice that must be paid by the applicant before the project is placed on a public hearing agenda. While other cities also post a notification in the newspaper, as per state law, Flower Mound requires a fee of \$40 per notice to be paid when the application is submitted to help with this expense.

A sign must be posted by the applicant within five days of submitting an application, which meets the following requirements:

- a. The size of the sign shall be three (3) feet by four (4) feet.
- b. The sign shall be made of aluminum or corrugated plastic material.
- c. The sign shall be mounted on stakes/poles.
- d. The sign shall be visible from the street.
- e. There shall be one (1) sign for each street frontage.
- f. The sign shall have a white background, with the letters and borders being blue in color.
- g. The call number on the sign shall be the Planning Services Office number, 972-874-6350.
- h. The sign should state the following: "TOWN OF FLOWER MOUND, TEXAS

A ZONING REQUEST IS BEING MADE ON THIS PROPERTY.

FOR INFORMATION, CALL 972-874-6350."

The applicant must remove the sign within 10 days of final action.

Frisco, Texas



Frisco uses postcards, signage, the department's website, email notices to HOAs, and signage to inform surrounding landowners and the public of zoning changes.

Though the law only requires notifying for 200 feet from the property, Frisco notifies properties within 225 feet. A courtesy email notification is sent to all affected HOAs within 1,500 feet. In addition, a double-sided postcard is used that includes a map of the property, the case name, a description, the planner's information, and an email address where they can submit comments about the case. The City used to send letters with reply forms, but switched to postcards with email submissions for comments to save paper, printing costs, and postage.

The applicant is required to make and post a sign on the property 14 days prior to the first public hearing. It is a 48"x48" sign that stands 6 feet tall and displays information that a zoning change is requested, the case number, a website where a description can be found, and the Planning Department's phone number. The Planning Department provides the applicant with a map showing the locations where the sign(s) are to be located. There may be multiple signs required depending on the size of the tract and street frontage. Verification of the posting of the sign is submitted as a photo by the applicant or sign company.



Madison, Wisconsin

Madison was very difficult to reach and to find information. Zoning information is not on their website and the City's Code of

Ordinances is in difficult to search separate word documents on the website. The communication barrier may negatively impact zoning notification awareness. To get basic zoning information required filling out an open records request because the information was not on their website and the city 311 would not respond without a written request. They mail a letter to persons living within 200 feet of a proposed rezoning. Madison posts in the newspaper and the applicant is required to notify their Alder and Neighborhood Association 30 days prior to submitting the application.

All public comment is welcomed regardless of residency at the Plan Commission hearing, however, decisions are based on set standards such as conformity to adopted neighborhood plans to ensure that projects are evaluated on their merits and not on the popularity of the applicant. The City makes the sign they want the landowner to post and gives it to them to post. There's no current method to make sure the sign is posted.



Minneapolis, Minnesota

What makes the City of Minneapolis' rezoning notification process unique is that approval is required from a council member and 2/3 approval signatures of neighbors living within 100 ft of the proposed rezoning. While a letter is sent to neighborhood groups, neighbors and signs are posted on all four corners of the property and the specification to the communications needs of the neighboring homeowners is evident.

So while the legally required distance to notify is 350 feet, it's the people with property directly adjacent that get to weigh in on the rezoning. All rezonings are also posted in the newspaper and on the website.

Notice to the neighborhood is required 21 days prior to the public hearing for people living within a 350-foot radius. The notification is sent 15 days prior to the public hearing and signs have to be posted for at least 10 days. The entire process can take up to three months from start to finish.



New York, New York

The City of New York’s zoning application process can take between 90-180 days. New York provides notification to property owners and the public of zoning change request through several different methods. The notification includes a postcard, signage, website, mailings, a newspaper (if there is one or in a newspaper having general circulation within the municipality) as required by law and news media. Public notice should be posted on the official bulletin board seven (7) days prior to public hearing or signboard, and in other places, as required by law.

It is advisable that the clerk file an affidavit of publication after publishing the notice, in order to prove that the request for publication was made.

The news media should be notified, and special notice should be given to individuals and governmental bodies as may be specially required.

All public hearing sign requirements are posted within the State ordinances. The posting of signs on the property is by City staff.



**THE CITY OF NEW YORK
COMMUNITY BOARD SIX**

Eric Adams
Borough President

Gary G. Reilly
Chairperson

Craig Hammerman
District Manager

PUBLIC HEARING

IN THE MATTER OF a Site Selection* proposed by the New York City School Construction Authority for a new, approximately 180-seat Pre-Kindergarten Facility at 197-201 9th Street aka 168-172 8th Street (Block 1003, Lot 11) between 3rd/4th Avenues, pursuant to Section 1731 of the New York City School Construction Authority Act, notice has been filed for a new school facility that would serve Community School District 15. The proposed site is privately owned, unimproved and contains approximately 13,500 square feet of lot area. The Youth/Human Services/Education Committee of Brooklyn CB6, jointly with Community Education Council (CEC) District 15, will conduct a Public Hearing:

DATE: TUESDAY, DECEMBER 1, 2015
TIME: 6:30PM
**PLACE: PROSPECT PARK YMCA
357 9TH STREET, 7TH FLOOR
(BETWEEN 5TH/6TH AVENUES)
BROOKLYN, NY 11215**

The Youth/Human Services/Education Committee will convene following the Public Hearing to formulate its recommendation on this matter.

(*The site plan and supplemental materials summarizing the proposed action are available at: New York City School Construction Authority, 30-30 Thompson Avenue, Long Island City, New York 11101, Attention: Ross J. Holden. Comments on the proposed actions are to be submitted to the New York City School Construction Authority at the above address and will be accepted until December 13, 2015.)

SUZANNE TURET
EDUCATION CHAIR

NAILA CAICEDO-ROSARIO
PRESIDENT, CEC DISTRICT 15

PAIGE BELLENBAUM
HUMAN SERVICES CHAIR

ROB UNDERWOOD
YOUTH SERVICES CHAIR

250 Baltic Street • Brooklyn, New York 11201-6401 • www.BrooklynCB6.org
t: (718) 643-3027 • f: (718) 624-8410 • e: info@BrooklynCB6.org

The legally-required distance for public notification from the specific zoning change site for property owners is 500 feet. There are no state statutes that require direct mailing of notice to persons living outside the 500 feet. As pictured, New York requires specific information to be included on the posted signs including the date, time and place of the hearing and a brief statement of its purpose. While not legally required, it may be helpful also to include with such notice the name and contact information for a person or office that can provide additional information about the hearing, information as to where a copy of any relevant documents can be accessed, information on how individuals or groups may testify at the hearing, and a suggestion or request that persons testifying at the hearing provide written copies of their testimony.

The City of New York’s webpage is not user-friendly. Although all borough offices are captured on the website, it was difficult to get in contact with a specific representative via telephone or email which could affect the overall public awareness of zoning notifications.



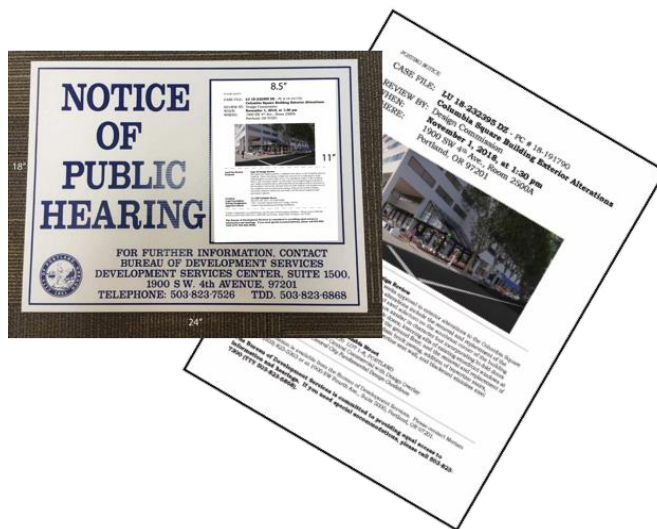
Portland, Oregon

The findings for the City of Portland, Oregon include an extended notification process both in timeline and distance for land use changes.

Portland’s notification distance is 1,000 feet to public agencies and recognized organizations and 400 to 500 feet to property owners. Property owner notification distance may be increased to 500 feet outside of their UGB, an Oregon specific identifier to control sprawl. Public agencies and recognized organizations include HOAs associations and coalitions and are included on a list maintained by the Office of Neighborhood Involvement. Public agencies and neighborhood groups receive a registered mail notice approximately 21 days

after a zoning application has been completed and all property owners and groups are mailed a notice 20 days prior to the public hearing.

In addition, Portland requires applicants to post signage prepared by City staff on every 600 feet of frontage on all bounding streets of the property. The applicant is required to provide a signed statement to City staff that the sign was posted 30 days prior to the scheduled public hearing date. Portland signage contains very detailed information on an 8 1/2" x 11" insert which is adhered to an 18" x 24" coroplast board. While the detail could be useful for phone queries, this format seems to lend itself more to foot traffic found in Portland's urban environment as the detail of the insert would be difficult to view in a passing vehicle.



The average zoning application process for the City of Portland takes 6 to 9 months.



San Luis Obispo, California

San Luis Obispo (SLO) mails notification postcards 20 to 30 days ahead of a public hearing to property owners as well as occupants of property within 300 feet of a proposed zoning change. All opinions are weighted and/or considered equally by their commission. SLO offers an online response function through their website which allows the public to submit feedback prior to the public hearing. SLO staff emphasized that the feedback function provides the Board more time to evaluate concerns before taking action in a meeting. Feedback provided less than three hours before the hearing is

recorded, but not distributed or posted prior to the meeting (City of San Luis Obispo, 2018a). Individuals always have the option to appear and provide their response in person at the hearing.

SLO’s public hearing notice signage is completely staff administered and utilizes pre-printed signage with case number, project type, brief description of change, and the Planning Department contact phone number. Signs are posted a minimum of seven days before a public hearing.

The average zoning application process for City of San Luis Obispo takes two to six months.



City of Santa Fe, New Mexico

Santa Fe mails letters and emails to people and neighborhood associations within 300 feet as well as posting signs. Notifications are sent and posted no less than 15 days prior to the public hearing.

All public comment is welcomed regardless of residency at the Planning Commission hearing. The City makes the sign they want the landowner to post and gives it to them to post. Staff verifies in field that sign has been posted. At least one sign and must be visible from each public and private street and road abutting the property. The sign is yellow, approximately 20 square feet in size, and contains the project type, department phone number, case number, and website.



Southlake, Texas

The City of Southlake, Texas provides notification via mailed letter to all property owners within 200 feet of the property with a proposed zoning change as well as all property owners within a platted subdivision within

200 feet. Notices are mailed 15 days in advance of the advertised public hearing date. All comments are provided to both the Planning and Zoning Commission and the City Council.

Southlake’s signage posting is staff administered 15 days prior to the public hearing and documented with a time-stamped photo.



Of the 15 cities surveyed, Southlake stood out with a couple of best processes. The first is Southlake is one of only three cities that noted provision of notification via social media channels. Southlake also has an informal process referred to as SPIN Town Hall Forum, in which a developer is encouraged to meet with community members prior to formal application submittal. No formal action by an advisory board is taken through this process.

Communications Avenues

The City of Corinth currently utilizes signage, the city website, and mailed letter notifications to inform nearby residents of a zoning change. Additional resources are available to City staff if interested in expanding outreach to the community. If there is concern about citizen awareness, the following resources are notification opportunities that Corinth already uses and some additional recommendations to consider when sharing zoning and rezoning information.

Table 6

Currently used Communications medium	Performance indicators	Target Audience	Strength
Street signs/corner bandit signs		People who live near or drive by the signage	Interested residents may see from driving or walking by. See recommendations section of the report for color, size and placement suggestions.

Mailed notifications USPS	Guaranteed to each home	Homeowners adjacent to rezone area	Official mailed document. Goes directly to the landowner who may or may not be living on the adjacent property to see the street signs.
Public hearings	# of residents participating	Nearby homeowners and residents	Gives homeowners a chance to talk to the decision-making Council or body on their opinions on the rezoning prior to the vote.
Additional options for Corinth to Consider			
E-newsletter/web blasts #1-way citizens want to receive information according to the City of Corinth Citizen Survey.	Track # of newsletter subscribers and online open views.	Residents Employees News media (when registered)	Frequency allows for regular updates on City news. Could include a list of upcoming public hearings if applicable.
Government access channel airs public announcements and City programming: Council meetings, boards and commissions.	Limited tracking availability. Online view analytics available	Residents who view city meetings	Unfiltered message the city controls. Specific to city. Online stream on demand. Provides an opportunity to watch gov't meetings remotely. Include upcoming P&Z Commission meetings and discussions on rezoning. Consider linking to the zoning webpage so someone interested can access relevant P&Z and Council discussion.
Utility Bill: (Print) City of Corinth prints a utility bill insert seen by water customers.	Mini-URL links.	All utility customers.	Reaches every single home. Is there an opportunity to include a separate message to specific neighborhoods for zoning notification?

Social Media (phone /Internet) facebook.com/ twitter.com/ Nextdoor.com	analytics for mini-URLs, Number of followers, retweets. direct messages, views and shares.	Mobile phone users, Internet users, residents with computer access.	Quick to engage in 2-way conversation. Conversational in nature. Social media posts could notify the public of rezoning applications and public hearings. Recommend using Nextdoor to tailor to a specific neighborhood.
Homeowner Association Meetings	Number of people who participate, Number of opportunities per year.		Talk directly to homeowners in a specific area Directly teach people about the proposed zoning changes affecting their neighborhoods.
Press releases Written information sent to the news media.	Number sent, Number of media coverage. Media calls based on a specific news release.	News media, residents interested in city news, HOA contacts, newsletters	City controls the message and informs the news media about happenings. Can be used if you know that a rezoning may be controversial to send out the information and present the Council’s decision and vote.
City of Corinth Mobile App	Can track # of subscribers and views	Tech savvy, app users	If the app can send to specific neighborhoods, then it could be used to notify residents of a rezoning proposal.

Conclusion and Recommendations

The City of Corinth asked the Capstone Team to evaluate the practices of 10 national cities and five area Texas cities to determine if there is a method or best practice for notification to the public for zoning changes. The Capstone Team paid particular attention to the practices of comparable Texas cities with regard to recommendations since the State requirements are the

same. Based upon the research of the fifteen surveyed cities, and the City of Corinth's recent community survey results, the Capstone Team has developed the following recommendations.

Notification Requirements

The Capstone Team suggests maintaining the use of a mailed letter to notify property owners in line with current practices amongst the majority of surveyed cities. The Capstone Team finds that there is an opportunity to provide some additional data within the notification such as a map identifying the subject property and perhaps the 200-foot buffer so recipients may have a better understanding for the notification. An example of the suggested maps has been included under Appendix 4.

While Frisco is the only city to provide a postcard notification of the five Texas cities surveyed, the Capstone Team finds this to be a viable option. While there could be some cost savings, a closer cost-benefit analysis for the change may be needed. An additional potential benefit is that a recipient may skim the postcard and be more likely to receive the content. The suggested information to include on the postcard is similar to the example letter, providing maps for notification clarification. An example of the postcard is included under Appendix 5.

With regard to notification distance, the Capstone Team does not suggest mailing a letter to homeowners beyond the City of Corinth's current practice of 200 feet. While a city has the legislative ability choose to expand the formally-recognized distance beyond the state minimum, it should be said that this power is jurisdictional (Welch, 2016, p. 6). This requires "precise notification and public hearing requirements" be met (McDonald, B and Mitchell, B., 2012, p. 138). Should the notification distance be formally expanded to a greater distance, like Austin, Texas, for example, all concerns provided by those property owners within the expanded distance may need to be considered equally. Failing to do so could void zoning ordinance

(Welch, 2016, p. 6-7). In instances of a protest, the Capstone Team recommends a review and interpretation by the Corinth City Attorney to confirm compliance with both the 200-foot state notification and any future City Charter updates related to courtesy notifications.

Although the Capstone Team does not suggest expanding formal notice, the team does recommend expanding the reach of courtesy notifications with the use of social media and online postings so anyone in the community could find the rezoning information. Of the five Texas cities surveyed, three cities make courtesy notifications beyond the required 200-foot boundary, ranging from 225 feet to 1500 feet.

The Capstone Team suggests making courtesy notifications to area HOAs or neighborhood associations via email. The email would include an electronic version of the mailed notice to property owners. The distance of suggested homeowners associations and neighborhood groups should be considered by what is contextually appropriate for the request based on subdivision size and existing character. The distance may be determined by the Project Manager or Administrator at the time of notification.

Additionally, the Capstone Team believes there is an opportunity to provide courtesy notifications via the City website and Facebook page. Based on the Corinth Community Survey, the top places residents currently receive and prefer to receive information are the City of Corinth e-newsletter, City Facebook and City website. If there are expressed notification concerns coming from residents, these three options would be the first to use to increase awareness. Another option is to use Nextdoor in addition to or in lieu of Facebook because of the ability to deliver messages to specific neighborhoods. Nextdoor does have the ability to turn comments off if that is a staffing concern, and the Nextdoor notification could complement the HOA notification methods.

In addition, the Capstone Team suggests encouraging developers to make contact, preferably by some form of meeting, with stakeholder groups with members located adjacent to the property being rezoned. While not a specific mandate, the suggested practice to provide open communication between the developer and stakeholders could result in a streamlined approval process for zoning changes.

Signage

As presumed, each city administers physical signage in the same way, however, the trend is to ensure the readability of signage. With this in mind, the Capstone Team recommends utilizing simple medium weight text of no less than six inches, particularly a sans serif font, like Arial or Myriad Pro, with a sign of at least 24” by 36” that should be visible from the adjacent right-of-way.

In regard to content, the Capstone Team recommends a simple format to highlight the sign as an official city sign, include the proposed change and a contact phone number. In this way, the Capstone Team found the symbol Z used by Charlotte to be particularly useful. Much like signage in wayfinding, once the public is educated to the particular zoning change symbol, in this case, a large Z, identification of a zoning change sign becomes easily identifiable. Changing to the Z will require an education campaign to Corinth citizens, possibly through social media, posting on the website and including on published notifications. In this way, the symbol replaces the need for extra text and becomes similar to the large T that the public often identifies with tollways.

The example signs provided in Appendix 6 depict some options to include a case number and/or website for consideration. Data from the surveyed cities showed a mixed response; the top three details most posted on signage were Planning Department, project type and case

number. However, the Capstone Team would suggest the use of a website, only if the City of Corinth opted to have a zoning case landing page where the public could access more information about active cases. Of the six cities with such a website, the data included on these pages ranged from a simple list of current projects and contact information to very detailed charts and maps with searchable features.

In terms of frequency, the Capstone Team suggests posting a sign once for every 200 feet of frontage to a public street with a maximum of three per road. The Capstone Team's suggestion for a minimum separation of 200 feet would accommodate the indicated desire to increase the frequency of signage and promote visibility. In addition, the posting of signs could be done by either staff or the applicant as the survey suggested an equal mix on this topic. However, if applicant posted, a refundable deposit could be charged to the applicant to encourage the return of signs back to the City of Corinth for reuse.

Timeline

The Capstone Team found that the 15-day publication notice Corinth currently provides comparable to other cities surveyed. The notice complies with state publication requirements and offers a few additional days for the public and stakeholders.

One suggestion that the Capstone Team does have with regard to the timeline is for the City of Corinth to increase their signage posting to 15 days from 10 days to synchronize newspaper publication and physical posting to occur on the same day.

Future Research Consideration

The current study evaluated the opinions and the actions of staff from various cities across Texas and the United States. A recommendation for future research would be to include public feedback on awareness and customer satisfaction levels related to zoning notifications. The City of Corinth Citizen Survey could be a tool to further evaluate resident opinions and satisfaction while also considering the number of complaints the City receives at future P&Z or Council meetings related to any notification concerns. As Corinth continues to grow, an ongoing check on the public awareness of notifications could prove beneficial.

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Appendices

Appendix 1 - City Survey

11/5/2018

Capstone - Public Notification of Zoning and Land Use Changes

Capstone - Public Notification of Zoning and Land Use Changes

1. City Name

Notification Requirements

2. What medium(s) do you currently use to notify property owners and the public of zoning change requests? (Check all that apply)

Check all that apply.

- Postcard
- Signage
- Website
- Social Media Channels
- Other: _____

3. What is your legally required distance for public notification from a specific zoning change site? (i.e. - Homeowners within 200 feet)

4. Do you make courtesy notifications outside of the state-mandated distance requirements?

Mark only one oval.

- Yes
- No

5. If you do make courtesy notifications - how far and to whom?

6. Is preference given to opinions of those persons living closer to the zoned area? How do you account for comments within and outside your required distance notification? (i.e. - how do you determine whose vote counts?)

Mark only one oval.

- Yes
- No
- Other: _____

11/5/2018

Capstone - Public Notification of Zoning and Land Use Changes

7. Overall, on a scale of 1-5 (5 being highest) how effective do you feel your current notification efforts are in making the community aware of public hearing cases?

Mark only one oval.

1 2 3 4 5

Not Effective Extremely Effective

Public Hearing Signs

8. How do you administer posting of signs on property?

Mark only one oval.

- Staff Posted
- Applicant Charged/Staff Posted
- Applicant Posted
- Third Party
- Other: _____

9. Are your public hearing sign requirements within your Code/Ordinances?

Mark only one oval.

- Yes
- No
- Other: _____

10. What information do you put on the sign?

Check all that apply.

- Project Type
- Planning Department Phone Number
- Case Number
- Website
- Other: _____

11. If applicant posted, how is posting confirmed?

Mark only one oval.

- Time Stamped Photo
- Staff Confirmed in Field
- None of the Above
- Other: _____

11/5/2018

Capstone - Public Notification of Zoning and Land Use Changes

12. Do you have specific font, size, color and specifications? What works best?

13. What is the frequency requirement for posted signage?

14. Do you feel your notification processes are sufficient?

Mark only one oval.

- Yes
- No
- Other: _____

Timeline

15. What is the typical timeline for a zoning application process?

16. How many days in advance of the public hearing must the public hearing sign go up?

17. How many days does publication notice prior to hearing?

Additional

18. How many Planning and Zoning commissioners/board members does your city have?

Mark only one oval.

- 4
- 5
- 6
- 7
- 8
- 9 or more

11/5/2018

Capstone - Public Notification of Zoning and Land Use Changes

19. What is your city's current population?

Powered by
 Google Forms

Appendix 2 - Planning and Zoning Commissioner Numbers

City of Austin, TX	11	City of Madison, WI	5
City of Berkeley, CA	9	City of Minneapolis, MN	9
City of Charlotte, NC	8	City of New York, NY	13
City of Claremont, CA	4	City of Portland, OR	5
City of College Station, TX	7	City of San Luis Obispo, CA	7
City of Coppell, TX	7	City of Santa Fe, NM	8
Town of Flower Mound, TX	7	City of Southlake, TX	7
City of Frisco, TX	7		

*This information is included at the request of the City of Corinth.


Appendix 3 - Sign Images Provided by Survey Cities





NOTICE OF PUBLIC HEARING

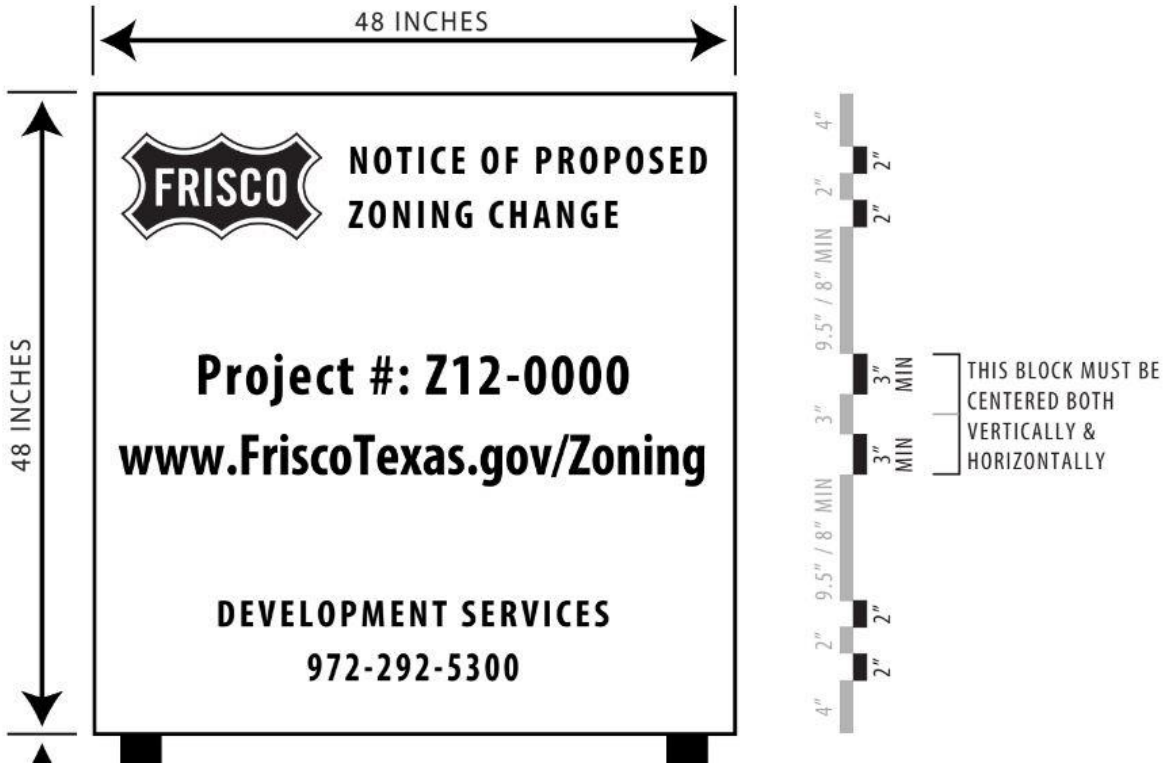
Insert Adhered Here

 FOR FURTHER INFORMATION, CONTACT
BUREAU OF DEVELOPMENT SERVICES
DEVELOPMENT SERVICES CENTER, SUITE 1500,
1900 S W. 4th AVENUE, 97201
TELEPHONE: 503-823-7526 TDD. 503-823-6868



ZONING SIGN DESIGN DIAGRAM

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (972) 292-5300



INSERT

POSTING NOTICE

CASE FILE: **LU 18-232395 DZ - PC # 18-191790**
Columbia Square Building Exterior Alterations
 REVIEW BY: Design Commission
 WHEN: **November 1, 2018, at 1:30 pm**
 WHERE: 1900 SW 4th Ave., Room 2500A
 Portland, OR 97201



Land-Use Review:
Proposal:

Type III Design Review

The applicant seeks approval to exterior alterations to the Columbia Square building. These alterations include the removal and replacement of the existing glass and steel solarium on the southeast corner of the building with a new structure similar in character but incorporating bi-fold doors and newly accessible doors; lowering sills of existing storefront windows at key locations around the ground floor; and the removal and replacement of the southeast corner plaza brick paving, addition of travertine stairs, travertine planters, travertine seat wall, and blackened stainless steel stormwater planter.

Location:
Legal Description:
Zoning/Designation:
Approval Criteria:

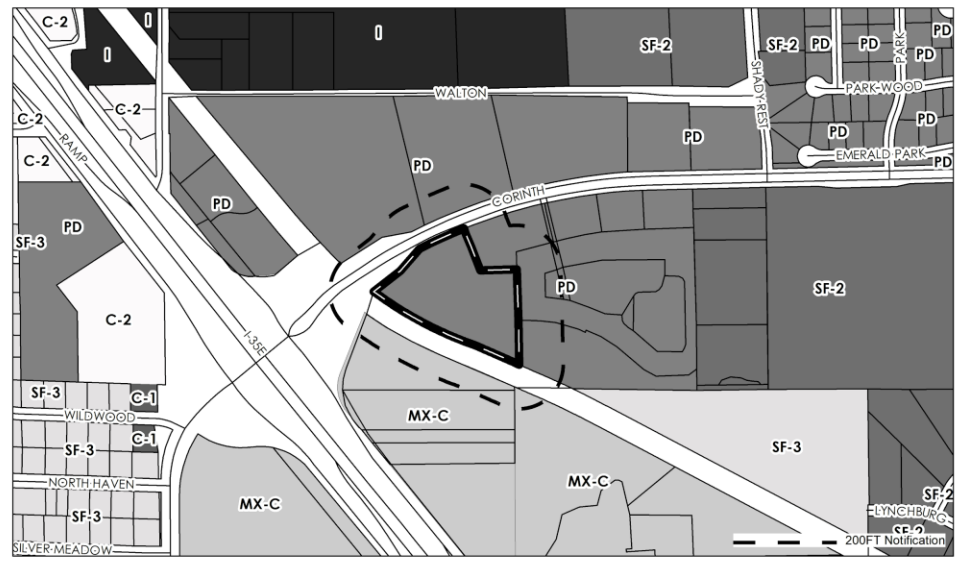
111 SW Columbia Street
 BLOCK 129 LOT 1-8, PORTLAND
 CXd – Central Commercial with Design Overlay
Central City Fundamental Design Guidelines

Further information is available from the Bureau of Development Services. Please contact Meriam Rahali at (503) 823-5363 or at 1900 SW Fourth Ave., Suite 5000, Portland, OR 97201.

The Bureau of Development Services is committed to providing equal access to information and hearings. If you need special accommodations, please call 503-823-7300 (TTY 503-823-6868).



Appendix 4 - Small Area Map & Aerial



ZONING DISTRICTS (In Grayscale)

- | | | | |
|---|---|--|---|
| <p>Residential</p> <ul style="list-style-type: none"> SF-1 Single Family Residential (detached) SF-2 Single Family Residential (detached) SF-3 Single Family Residential (detached) SF-4 Single Family Residential (detached) SF-A Single Family Residential (attached) | <p>Residential</p> <ul style="list-style-type: none"> MX-D Mixed Density Residential MF-1 Multi-Family Residential MF-2 Multi-Family Residential MF-3 Multi-Family Residential | <p>Special Zoning Districts</p> <ul style="list-style-type: none"> MX-R Mixed Use Residential MX-C Mixed Use Commercial PD Planned Development | <p>Non-Residential</p> <ul style="list-style-type: none"> C-1 Commercial C-2 Commercial C-3 Commercial I Industrial U-1 Utility |
|---|---|--|---|



NORTH 0 415 830 Feet	CASE NAME	Case: CASE NUMBER	CASE TYPE
-------------------------	------------------	----------------------	-----------

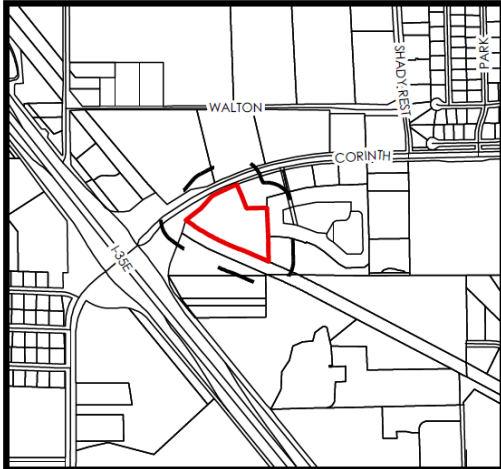


NORTH 0 270 540 Feet	CASE NAME	Case: CASE NUMBER	CASE TYPE
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Appendix 5 - Front/Back Postcard



**PUBLIC HEARING NOTICE
ZONING**



EXAMPLE ONLY

PROPERTY OWNER NOTIFICATION

Request:

Location:

www.cityofcorinth.com/zoning

Contact: Planners contact info

Case Number:

Request:

Para información en español, por favor llame al 940-498-3273



Planning and Development
3300 Corinth Parkway
Corinth, TX 76208

Public comment will be heard at:

City Hall
Council Chambers
3300 Corinth Parkway

**PLANNING & ZONING
COMMISSION MEETING**

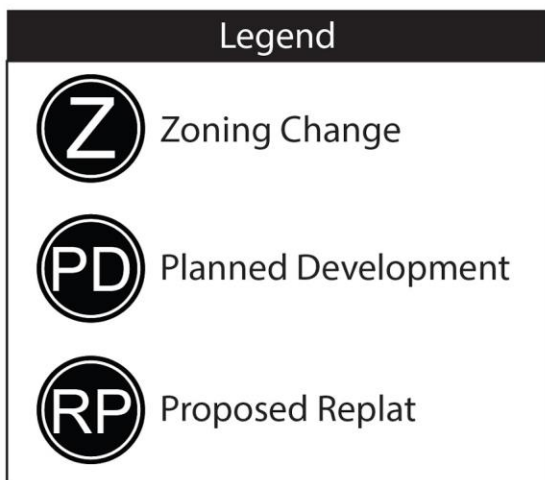
Tuesday
Date of Meeting
6:30 PM

EXAMPLE ONLY

Appendix 6 - Possible Sign Mockups



Signs may have the option to include a case # and/or website as an insert, or none at all.



City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: City Hall to Public Safety Center Fiber
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Shea Rodgers, Technology Services Manager
Finance Review: Yes **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and Act on an Agreement with Zayo Group, LLC. to install, configure, and maintain a fiber optic connection from City Hall to the Public Safety Complex.

AGENDA ITEM SUMMARY/BACKGROUND

In September 2018, the City Council approved a budget item to contract out the installation, configuration, and on-going maintenance of a fiber optic link from City Hall to the Public Safety Complex to alleviate bandwidth issues that the City has been experiencing. Technology Services has selected Zayo Group, LLC as the selected vendor for this project.

The proposed agreements (attachment: ZAYO MSA, ZAYO SCHEDULE) have been tentatively agreed to by both parties. If approved, the project should commence in early January and complete in late May. Once completed, Corinth would owe the installation fee \$100,000, then a monthly recurring charge of \$1,075 (attachment: ZAYO SOF) for on-going maintenance of the fiber optic link.

The vendor is a member of the U.S. General Services Administration contract vehicle: Schedule 70, contract number: GS35F070CA, thus obtaining other bids was not necessary.

RECOMMENDATION

It is Staff's recommendation that the City Council approve this Agreement and enter into contract with Zayo Group, LLC. to install, configure, and maintain a new fiber optic connection from City Hall to the Public Safety Complex for a one-time installation charge of \$100,000 and a monthly recurring fee of \$1,075.

Attachments

- ZAYO MSA
- ZAYO SCHEDULE
- ZAYO SOF

MASTER SERVICE AGREEMENT

This Master Service Agreement (“**MSA**”) is made effective as of December 6, 2018 (“**Effective Date**”) by and between Zayo Group, LLC, a Delaware limited liability company, and its affiliates and subsidiaries with an address of 1805 29th Street, Suite 2050, Boulder, CO 80301 (“**Zayo**”) and City of Corinth, a municipality in the State of Texas, with an address of 3300 Corinth Parkway, Corinth, TX 76208 (“**Customer**”). Each may be referred to herein as a “**Party**” and collectively as the “**Parties**.”

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services (“**Services**”) from Zayo for its use, and/or for the use and/or resale to its end users (“**End User(s)**”). Additional terms and conditions that apply to each type of Service are set forth in service schedules (each a “**Service Schedule**”). This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) and any other attachments are hereby incorporated herein, and shall collectively be referred to as the “**Agreement**.”

1.2 Orders for Services. Customer may request Zayo to provide a Service by submitting a service order in a form provided by Zayo from time to time (“**Service Order**”) in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Zayo. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge (“**MRC**”), non-recurring charge (“**NRC**”), and any additional specific terms for the Services. All Service Orders shall be subject to availability and acceptance by Zayo.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MSA and the term(s) of any Service Schedule and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; and (c) this MSA.

ARTICLE 2 - PAYMENT TERMS

2.1 Credit and Deposit. If requested by Zayo, Customer shall complete and submit Zayo’s standard credit application. Zayo may from time to time conduct a review of Customer’s credit rating and payment history. For any existing Services, Zayo may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. Zayo shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Zayo, when Zayo determines in good faith, based on Customer’s credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

2.2 Billing Commencement. Zayo may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date as defined in the applicable Service Schedule.

2.3 Invoicing and Payment Terms. Zayo will provide Customer with a monthly itemized invoice, in advance, for the Services together with all other charges due. All amounts due Zayo are payable in full within thirty (30) days from date of invoice (“**Due Date**”). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, Zayo shall invoice Customer for any NRC upon acceptance of a Service Order.

2.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify Zayo in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer’s right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 2.3 from the date the payment was originally due. Other than as provided in this Section, Customer shall not have any right to offset against any amount payable hereunder, or otherwise reduce any amount payable hereunder as a result of, any amount owing by Zayo under this Agreement or any other agreement. A dispute regarding bandwidth usage may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

2.5 Non-Appropriation. Customer represents that it is a public entity and/or that the Services provided under the Agreement are subject to public funding sources. Customer further represents and warrants that, all necessary funds have been appropriated to satisfy the Customer's obligations for the underlying Service(s) through the first anniversary of the Service Commencement Date as set forth in the applicable Service Order (the "1st Anniversary"), including any NRC amounts owed. If, for any year of the term following the 1st Anniversary: (a) no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed in any applicable Service Order, (b) the Customer has no alternative but to discontinue all facilities, services and technologies to such locations for that funding year (for example, no internet connections may be made from any of such locations during such year, etc.), and (c) Zayo has received a written Notice from Customer confirming the occurrence of items (a) and (b) of this paragraph (the "No Funding Notice"), then, on the following terms, Customer, may terminate the affected Service Order(s). The "Effective Date of Termination" for any impacted Service Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for which no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed above in the affected Service Order; or (c) thirty (30) days from the date the above referenced No Funding Notice is received by Zayo. In the event of such a termination, the Parties agree that Customer shall pay for all services rendered under the affected Service Order(s) through the Effective Date of Termination; but Customer shall not incur any further termination liability of any sort for such termination. Customer agrees not to deprive Zayo of the anticipated benefit of any attached Service Order by artificially terminating, or allowing for an artificial termination of, such service and shall not "terminate" any service and then immediately replace the order for the same service with Customer, a Customer affiliate, or another supplier.

ARTICLE 3 - TERM

3.1 MSA Term. This MSA shall be in effect for a period of five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this MSA, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**" and together with the Initial Term, shall be referred to as the "**Term**") until either Party notifies the other Party in writing of its intent not to renew the MSA at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MSA shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

3.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order and thereafter, the Service Order shall automatically renew for one (1) year periods (collectively, the "**Service Term**") until terminated by either Party upon at least ninety (90) days written notice prior to the end of the Service Term. Customer shall continue to be responsible for payment to Zayo for the Services to be terminated through the end of the ninety (90) day notice period. Following the initial Service Term stated in any Service Order, Zayo reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' written notice.

ARTICLE 4 - DEFAULT; SUSPENSION OF SERVICE

4.1 Customer Default.

4.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within five (5) days of receiving written notice of the breach from Zayo; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving written notice of the breach from Zayo; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Customer Default**").

4.1.2 In the event of a Customer Default, Zayo may suspend Services to Customer until Customer remedies the Customer Default, or Zayo may terminate this Agreement and/or any or all of the Services being provided hereunder. Zayo may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Zayo at law or in equity.

4.2 Zayo Default.

4.2.1 Zayo is in default of this Agreement if Zayo (a) fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Customer or (b)

files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each a “Zayo Default”); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Zayo Default. Customer’s sole and exclusive remedy for any failure of Service is set forth in the applicable Service Schedule.

- 4.2.2 In the event of a Zayo Default, Customer may terminate the Services and the Agreement upon written notice to Zayo. Any termination shall not relieve Customer of its obligations to pay all undisputed charges incurred hereunder prior to such termination.

ARTICLE 5 – TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo’s net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass (“Taxes”). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on, incident to, or based upon the provision, sale, or use of the Services (“Other Fees and Surcharges”). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer’s Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo’s receipt of such exemption certificate.

ARTICLE 6 - LIMITATION OF LIABILITY

6.1 General Limitations. To the extent allowed by law, Zayo shall enjoy any statutory protections granted to utility providers, and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Zayo’s total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Zayo from Customer over the preceding three (3) months for the Service affected.

6.2 Special Damages. EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 7 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY’S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ZAYO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

6.3 No Liability for Certain Actions. Zayo is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated in a Service Schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End Users, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End Users. Zayo exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer’s own risk.

ARTICLE 7 - INDEMNIFICATION

7.1 Indemnification. To the extent allowed by law, each Party shall indemnify, defend and hold harmless (“Indemnifying Party”) the other Party, its directors, officers, employees, and agents, successors and assigns (“Indemnified Party”), from all damages, costs, expenses and liabilities, including reasonable attorney’s fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party’s (i)

performance of, or failure to perform, its obligations and duties under this Agreement, or (ii) infringement or misappropriation of any copyright, trademark, trade secret, or intellectual property right, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo, hereunder, to the extent allowed by law, for any claims by any third party, including End Users, arising from (i) services provided by Customer that incorporate any of the Services, (ii) the Customer's equipment or software, or (iii) the contents of Customer's or its End User's information stored on or transmitted over the Services.

7.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 8 - CONFIDENTIALITY

"Confidential Information" shall mean all information, regarding the telecommunications needs of Customer and the Services that Zayo offers under this Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, but only to the extent allowed by law, all written or oral pricing and contract proposals exchanged between the Parties shall be presumed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon written request, but only to the extent allowed by law. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article to the contrary, the fact that Customer is a customer of Zayo shall not be deemed Confidential Information and Zayo may disclose the same without liability therefor. Zayo understands that Customer is a public entity and is therefore subject to state and federal laws regarding the disclosure of public information. Zayo further understands and agrees that any disclosure by Customer of any information described as "Confidential" under this section or otherwise provided to Customer by Zayo, that is disclosed by Customer pursuant to applicable law or court order, shall not subject Customer to any claims of breach by Zayo nor shall it subject Customer to claims by Zayo for any type of damages. Additionally, Zayo understands that any and all parts of this Agreement will be placed in an agenda packet for review and approval by the City Council of Customer at an open public meeting and that the public will have access to review this Agreement via internet access; therefore, Zayo consents to disclosure of any and all documents, including this Agreement, as a part of that approval and agenda process of Customer.

ARTICLE 9 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event by providing written notice specifying the basis for such claim.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission (“**FCC**”), Zayo’s applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

10.2 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas without giving effect to the doctrine known as conflict of laws. The Parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or shall be litigated solely and exclusively in the state or federal courts located in Dallas County, Texas. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

10.3 Prevailing Party. In the event that suit is brought or an attorney is retained by either party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys’ fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

10.4 Relationship of Parties. This Agreement does not create a partnership, joint venture or agency relationship between the Zayo and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

10.5 Assignment; Binding Effect. Neither Party shall transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of the other Party, provided, however, Zayo may assign this Agreement and any underlying Service Schedules and Service Order without Customer’s consent, but upon written notice to Customer to (a) any entity controlling, controlled by or under common ownership with Zayo or (b) any entity that purchases substantially all of Zayo’s assets. This MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

10.6 Notices. Notices under this MSA shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **If Customer is disconnecting Service(s) for any reason, it also must deliver notice to Zayo by email to “disco@zayo.com”**

If to Zayo:	If to Customer:
Zayo Group, LLC	City of Corinth
Attn: General Counsel, Legal	Attn: Technology Services
1805 29 th Street, Suite 2050	3300 Corinth Parkway
Boulder, CO 80301	<u>Corinth, TX 76208</u>
Billing Disputes:	
Zayo Group, LLC	
Attn: Accounts Receivable	
1805 29 th Street, Suite 2050	
Boulder, CO 80301	
customerservice@zayo.com	

10.7 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End User.

10.8 Entire Agreement. This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of

any provision shall be valid unless made in writing and signed by a duly authorized representative of Zayo and the Customer. In the event that any one or more of the provisions of this MSA shall for any reason be held to be invalid or unenforceable, the remaining provisions of this MSA shall be unimpaired, and shall remain in effect and be binding upon the Parties. The Services provided by Zayo are subject to the condition that they will not be used for any unlawful purposes. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

10.9 Counterparts/Facsimile Signatures. This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA and any Service Schedule and any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures for all applicable purposes.

ZAYO GROUP, LLC

CITY OF CORINTH

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

DARK FIBER SERVICES SCHEDULE

Customer: **City of Corinth**

This Dark Fiber Services Schedule ("**Service Schedule**") is subject to, and made a part of, that Master Services Agreement ("**MSA**") entered into between the undersigned Parties. Zayo owns and operates telecommunications facilities and is in the business of leasing dark fiber optic strands within the Zayo network ("**Dark Fiber**") ("**Dark Fiber Services**" or "**Services**"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

1. DEFINITIONS. The following additional definitions shall apply to Dark Fiber Services:

- 1.1 Allocated MRC** means a portion of a Monthly Recurring Charge allocated by Segment on a pro-rata basis, unless otherwise specified in a Service Order.
- 1.2 Backbone** means the primary Zayo cable(s) in a given metropolitan area or long-haul route. As used in a metropolitan context, a backbone is typically a multi-ring fiber optic communication system connected to the areas central offices, carrier hotels, points of presence and other telecommunications nodes. As used in a long-haul context, a backbone is typically a point-to-point multi-cable route connecting telecommunications nodes in two metropolitan areas. Both collect and carry telecommunications traffic gathered from smaller lines that interconnect with it.
- 1.3 Costs** mean any applicable cancellation, termination or other charges from a third party, charges for make ready work, permitting and engineering fees, building access or license fees, special construction charges and/or materials and equipment costs.
- 1.4 Customer Requirements** shall have the meaning set forth in Section 4.2, below.
- 1.5 Demarcation Point** is the network interface point specified on a Service Order where Zayo hands off Service to Customer.
- 1.6 Estimated Delivery Date** is the date or delivery interval, specified in a Service Order, in which Zayo estimates the Dark Fiber Service to be available.
- 1.7 Lateral** means a discrete fiber optic communication system Segment or spur owned by or acquired by Zayo that branches off from the Backbone to a Customer Location.
- 1.8 On-Net** is a location to which, at the time that a Service Order is placed, Zayo (i) has available Dark Fiber, provisioned entirely on Zayo facilities (not including fiber optic infrastructure provided by a third-party supplier or requiring special construction) and (ii) has the right to connect its Dark Fiber to Customer at a designated termination point.
- 1.9 Off-Net** is a location which does not meet the definition of On-Net.
- 1.10 Service Specifications** means both the definitions and performance specifications of a Service detailed herein and in a Service Order.
- 1.11 Segment** is a span of Dark Fiber between Locations specified in a Service Order.
- 1.12 Zayo POP** refers to Zayo's point of presence at which Zayo provides interconnectivity to its network routes and facilities.

2. GRANT OF LEASE. As of the Service Activation Date for any Dark Fiber ordered under a Service Order, Zayo agrees to lease to Customer, and Customer agrees to lease from Zayo, the number of strands of Dark Fiber in the configuration described in the Service Order. Any materials, equipment, fiber optic cable and other personal property shall remain Zayo's personal property even if installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Zayo installed between the Demarcation Points. Customer shall keep Zayo's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, any taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Zayo, Zayo shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Zayo herein to remedy a breach of this Schedule. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the Dark Fiber.

3. SERVICE REQUESTS AND DELIVERY

- 3.1. Service Order Acceptance.** Zayo may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable.
- 3.2. Service Activation.** After Zayo has determined that the Service conforms to the relevant Service Specifications (including power and OTDR testing to verify performance within industry standard for calculated budget loss), Zayo will notify Customer that the Service is delivered, meets the related Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Service Activation Date**" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that Zayo has sent the Service Activation Notice to Customer. Customer shall have five (5) business days in which to notify Zayo that it is rejecting the Service that does not meet the Service Specifications. If Customer has notified Zayo within such five (5) business day period that the Service does not meet the Service Specifications, and provided that such notification is legitimate, then Zayo shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Zayo shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Zayo from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term. If the Service Activation Date is delayed as a result of Customer's failure to meet its responsibilities under the Agreement including obtaining the necessary Customer Requirements, Zayo may continue with the acceptance procedures to the extent possible and the Service Activation Date will be deemed to occur as of the Estimated Delivery Date or the date that Zayo is ready to deliver the related Service, whichever is later.
- 3.3. Incrementally Delivered Segments.** Unless otherwise specified in a Service Order, Zayo may incrementally deliver individual Segments of a Service, when ready, which may result in different Service Activation Dates for such incrementally delivered Segments. The initial Service Term for each incrementally delivered Segment shall begin on its respective Service Activation Date and end after the period specified as the Service Term from the Service Activation Date of the last Segment delivered. The charge associated with a delivered Segment will be based on the Allocated MRC.

4. EQUIPMENT AND INSTALLATION

- 4.1. Access and Customer Premises Obligations.** In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and Costs on the premise side of each Demarcation Point, including technically compatible cross-connections. In addition, Customer shall be responsible for securing all rights and paying the related Costs to connect to the Demarcation Point and for securing all rights and paying the related Costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, Lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). All of the above, collectively, shall be referred to as "**Customer Requirements**" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location.
- 4.2. Zayo Facilities.** Zayo, or its agent, may provide, install, maintain, repair, operate and control Zayo's, conduit, fiber optic cable, fiber termination panels or any other equipment ("**Zayo Facilities**"). Customer shall be liable for any loss of or damage to Zayo Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Zayo for the same. If, on responding to a Customer initiated service call, Zayo reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of facilities or equipment of Customer, Customer shall compensate Zayo for actual time and materials expended during the service call and for any work performed by Zayo on non-Zayo facilities.

5. USE OF SERVICE

- 5.1.** Subject to the limitations set forth in this Schedule, Customer shall use the optical fiber strands of the Service solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant infeasible or other rights of use in or to all or any part of the optical fiber strands as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Customer to immediate termination.

5.2. Except as expressly set forth herein, the lease does not include the right of Customer to own, control, access, maintain, splice, adjust, align, cut, modify or revise the Dark Fiber. Customer will not install any equipment to be used with the Service that damages or interferes with Zayo network.

6. MAINTENANCE, RELOCATION AND ADJUSTMENTS

6.1. **Maintenance.** Zayo shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with Exhibit A. Customer shall reimburse Zayo for its proportionate share of Non-Routine maintenance. In the event Zayo is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Zayo's services, Zayo reserves the right to charge the Customer the full amount of such Non-Routine Maintenance expense.

6.2. **Relocation.** Customer acknowledges and agrees that, after the Service Activation Date, Zayo may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate the Segment(s) of the Zayo network. In such event Customer shall reimburse Zayo for its proportionate share of the Costs related to such relocation

DATED this 6th day of December, 2018.

ZAYO GROUP, LLC

CITY OF CORINTH

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Monitoring, Maintenance & Repair

1. **Purpose.** This Exhibit describes the policies and procedures Zayo utilizes to monitor and maintain the Dark Fiber Service. Zayo shall ensure that the Dark Fiber Service is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance), or restore (in the case of non-routine maintenance) the functionality of the Dark Fiber Service. Zayo reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.
2. **Network Monitoring.** Zayo's Network Operations Center ("NOC") proactively monitors its network and performs cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Zayo utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.
3. **Routine Maintenance.** Routine Maintenance is maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo network, Zayo shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local "Call Before You Dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Dark Fiber Service is also considered Routine Maintenance. The nature of such a planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. The Zayo NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Zayo will provide Customer with ten (10) business days prior written notice of Routine Maintenance that is service affecting and five (5) business days prior written notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.
4. **Non-Routine & Emergency Maintenance.** Non-Routine Maintenance is maintenance that restores the functionality of the Dark Fiber Services. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Dark Fiber Service is not on the Customer's side of the Demarcation Point. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer shall open a Trouble Case for Technical Support by contacting Zayo Customer Support at 1-866-236-2824, or mr@zayo.com. Escalation procedures following opening of a Trouble Case are defined below.
5. **Fiber Optic Cable Repair & Restoration.** Following receipt of Customer's notification of a Trouble Case, Zayo shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial Trouble Case, provided Zayo has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a cable failure, Zayo shall use its best efforts to begin Service restoration within two (2) hours following identification of such failure. Zayo shall use its best efforts to then restore the functionality of the Dark Fiber Service no later than six (6) hours following initiation of restoration activities. During an outage Zayo shall contact Customer on a regular basis, to update the status of restoration. Zayo is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Services. Customer shall procure for Zayo reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.



Service Order Form

Order Information

Contracting Entity	City of Corinth	Billing Account	City of Corinth	Account Number	
Contact	Shea Rodgers	Phone	(940) 498-3250	Email	shea.rodgers@cityofcorinth.com
Representative	Craig Pool	Phone		Email	craig.pool@zayo.com

New Service Order - 1218148

Service Details

Order Details		Product Details	
Service Order ID	1218148	Product Category	Point to Point
Order Type	New	Number of Fibers	2
Service Term	120 months	DF Estimated Route Miles	4.10
Estimated Delivery Date	365 Business days from execution		
Customer PO	N/A		
Product	Dark Fiber		

Service Order Component(s)

Record Type ID	Address	Address	Bandwidth	Space Code	Lateral A	Lateral A	Lateral Z	Lateral Z Details
Dark Fiber	3300 Corinth Pkwy/FI-1/Rm-MPOE Denton, TX	3501 FM 2181/FI-1/Rm-MPOE Denton, TX			One (Single)			

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
Dark Fiber	Dark Fiber - MRC	SOC-0001550278	3300 Corinth Pkwy/FI-1/Rm-MPOE Denton TX	MRC	Pending Install	1	USD 1,075.00	USD 1,075.00
Dark Fiber	Installation Fee	SOC-0001550278	3300 Corinth Pkwy/FI-1/Rm-MPOE Denton TX	NRC	Pending Install	1	USD 100,000.00	USD 100,000.00
	Monthly Recurring Charges Total:							USD 1,075.00
	Non Recurring Charges Total:							USD 100,000.00

Contract Details

Details	
Service Schedule	Zayo Group, LLC Dark Fiber Services Schedule 2014-02-10
Governing MSA	Zayo Group, LLC Standard Master Service Agreement 2018-05-21

Order Notes

Expiration Date Pricing on this Service Order Form expires if Service Order is not signed prior to 10/31/2018

Service Order ID(s): 1218148

Grand Total Costs

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 1,075.00
Non Recurring Charges Total:	USD 100,000.00
Taxes and impositions As Invoiced ²	

Signatures

City of Corinth	Zayo Group, LLC
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:
Title:	Title:

Terms and Conditions

1. Customer acknowledges that Customer is ordering the service(s) described above ("Dark Fiber Services") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Service Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Service Order, then this Service Order shall be governed by the terms and conditions of Zayo's Master Service Agreement and applicable Service Schedule in effect as of the date of this Service Order, incorporated herein by this reference and available upon request. This Service Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Service Order shall become a non-cancellable, binding obligation for the purchase of the Service for the Service Term stated above. By signing this Service Order, Customer further acknowledges that it has read and understands the terms and conditions of this Service Order and Customer's signatory represents that he/she is authorized to sign this Service Order on Customer's behalf.

2. All charges for the Service in this Service Order are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services. ("Other Fees and Surcharges") If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.

3. Unless otherwise stated elsewhere in the Agreement, the Lease Charge shall be adjusted annually effective December 31st of each year by the greater of (i) four percent (4%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI Adjustment") for the preceding 12 month period. Unless specifically excluded in the Agreement, Customer shall reimburse Zayo for its proportionate share of the costs related to any required relocation and for its proportionate share of any non-routine maintenance.

4. In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and costs on the premise side of each Zayo Demarcation Point, including cross- connections. In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to the Zayo Demarcation Point, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). All of the above, collectively, shall be referred to as "Customer Requirements" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work (including Fiber Acceptance Testing) at any location on or before the Estimated Delivery Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the fiber delivered and accepted.

5. If Customer is disconnecting service(s) for any reason it must deliver notice to Zayo by email to disco@zayo.com.

Proprietary and Confidential

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: Approval of Interlocal Agreement with City of Plano
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Cindy Troyer, Purchasing Agent
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the approval of an Interlocal Agreement with the City of Plano for cooperative purchasing.

AGENDA ITEM SUMMARY/BACKGROUND

The purpose of the Interlocal Agreement is to take advantage of potential cost savings for various goods and services. Chapter 271, Subchapters D and F of the Local Government Code authorizes cities to enter into cooperative agreements with other local governments.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the City of Plano.

Attachments

Plano Interlocal Agreement

**COOPERATIVE PURCHASING PROGRAM AGREEMENT
BY AND BETWEEN THE CITY OF PLANO AND
THE CITY OF CORINTH, TEXAS**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation located in Denton and Collin Counties, Texas (hereinafter referred to as "Plano"), and the **CITY OF CORINTH**, a home-rule municipal corporation located in Denton County, Texas (hereinafter referred to as "Corinth").

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.002 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 currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, Plano and Corinth desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

NOW, THEREFORE, Plano and Corinth, for the mutual consideration hereinafter stated, agree as follows:

**I.
EFFECTIVE DATE/TERM**

This Agreement shall be effective upon execution by the parties. This Agreement shall continue in effect on an annual basis, unless one of the parties indicates in writing to the other party their intent to terminate this Agreement pursuant to **Section IV**, before the end of the contract year in question.

**II.
DUTIES OF PLANO**

Plano 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. Plano 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 vendor and Plano. Corinth shall have no obligations for payment to vendor for any services or goods incurred by any party other than Corinth. Any payments owed the vendor for services or goods shall be paid directly by Plano. Plano 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.

III. DUTIES OF CORINTH

Corinth agrees to participate in the Plano cooperative purchasing program, and agrees that it may buy goods and services from those vendors that Plano 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 Plano, and Plano shall not be a party to the agreement between vendor and Corinth. Plano shall have no obligations for payment to vendor for any services or goods incurred by any party other than Plano. 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.

IV. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

V. NOTICE

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

PLANO

Diane Palmer-Boeck
Director of Procurement and Project Management
1520 K Avenue, Suite 370
Plano, Texas 75074
Telephone: (972) 941-7557
Facsimile: (972) 461-6826

CORINTH

Bob Hart
City Manager
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: (940) 498-3200

VI. HOLD HARMLESS; MUTUAL RESPONSIBILITY

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, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.

Plano and Corinth 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 Plano or Corinth under Texas law and without waiving any defenses of Plano or Corinth

under Texas law. The provisions of this section are solely for the benefit of Plano and Corinth and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VII. ENTIRE AGREEMENT

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.

VIII. VENUE; GOVERNING LAW

Exclusive venue in the event litigation is required to enforce rights or responsibilities under this Agreement shall be in Collin County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

IX. SEVERABILITY

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

X. AUTHORITY TO SIGN/COUNCIL AUTHORIZATION

The undersigned officers and agents of the parties to this Agreement are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto. Corinth has executed this Agreement pursuant to Consent Agenda Item No. _____ approved by Corinth City Council on _____, 20___. Plano has executed this Agreement pursuant to the duly authorized Plano City Council Resolution No. 2016-6-5(R) dated June 13, 2016.

XI. ASSIGNMENT AND SUBLETTING

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.

XII. INTERPRETATION OF AGREEMENT

This is a negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

**XIII.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver of those rights or of any breach of this Agreement.

**XIV.
CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**XV.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

**XVI.
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below

CITY OF CORINTH, TEXAS

Date: _____

By: _____

Bob Hest
CITY MANAGER

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____

Diane Palmer-Boeck
DIRECTOR OF PROCUREMENT
AND PROJECT MANAGEMENT

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__
by **BOB HART, City Manager** of the **CITY OF CORINTH, TEXAS**, a home-rule municipal
corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__
by **DIANE PALMER-BOECK, Director of Procurement and Project Management** of the **CITY
OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: Approval of Interlocal Agreement with Harris County Department of Education (HCDE) for cooperative purchasing on the Choice Partners Program.
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Cindy Troyer, Purchasing Agent
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the approval of an Interlocal Agreement with Harris County Department of Education (HDPE) for cooperative purchasing on the Choice Partners Cooperative Program.

AGENDA ITEM SUMMARY/BACKGROUND

HCDE created the first government cooperative in Texas and today, through Choice Partners, offers more than 500 awarded contracts. Choice Partners was the leader in procuring facilities services, and today also provides direct facilities consulting services. The City often needs to locate vendors to perform small facility renovations or repairs, and we often have difficulties getting vendors to respond with estimates on smaller jobs. The Choice Partners program also includes several other contract categories for technology, supplies and services. Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F authorize cities and other governmental entities to enter into cooperative agreements with other governmental entities.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and Harris County Department of Education (HCDE).

Attachments

HCDE Interlocal

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:
- By either Party, with or without cause, upon thirty (30) days' prior written notice;
 - By mutual written agreement of the Parties; or
 - By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education Attn: James Colbert, Jr. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022 713-694-6300	_____ (“LGE”) Attn: _____ Title: _____ Address: _____ City, State, Zip: _____ Phone: _____ Email: _____
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15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: Lake Cities Girls Softball Association 2019 Co-Sponsorship Agreement
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on approval of calendar year 2019 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball, adult softball and youth baseball.

AGENDA ITEM SUMMARY/BACKGROUND

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

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

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

RECOMMENDATION

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

Attachments

LCGSA Contract

**CITY OF CORINTH
PARKS AND RECREATION DEPARTMENT
2019-2020 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 13th day of November, 2018, between the City of Corinth Parks and Recreation Department, herein called "City", and Lake Cities Girls Softball Association, herein called "Association".

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

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

SECTION 1. PREMISES AND FIELD ALLOCATION

1.01 The City and the Association agree that the Premises are owned by the City and provided for the benefit of all citizens of Corinth. The City shall maintain final approval over the use of the fields and Premises at all times. The City reserves the right to use any field for other events or programs as long as reasonable notice is given to the appropriate Association. Corinth Community Park baseball, football, multi-purpose, soccer and softball fields, and athletic facilities are herein called "Premises" in accordance with the terms of this Agreement.

1.02 The City reserves the right to reduce field allocations based on submitted documentation of players registered from the Association. The City will in turn provide notification in writing to the Association of the reduction in fields.

1.03 The City has approved the following field assignments;

- Baseball Association is assigned Corinth Community Park Baseball fields 4 – 9, backstops 1 – 2, and Corinth Community Park Multi-Purpose Fields 1 - 4 (Southside) and two adjoining concession stands.
- Softball Association is assigned Corinth Community Park Softball fields 1 – 3, backstops 1 – 2, and one adjoining concession stand.
- Soccer Association is assigned 3 soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over 1 soccer field reserved for City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use City field on weekends for games, the City will have the reserved field Monday through Friday. City will notify Association of field assignments one month prior to the start of each season. Association will notify City of field lay out, including placement of player benches, two weeks before the start of each season.

1.04 If fields are not in use, the City reserves the right to use them. If city has a rental and association wants to use fields priority goes to City rental when less than 48-hour notice is given.

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

SECTION 2. SEASONS AND HOURS

- 2.01 The City determines all available field allocations and reserves the right to schedule any and all make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Recreation and Special Projects Manager for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. The Parks and Recreation Department will use calendar to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event. Any practice or game entered with less than 48 hours' notice cannot be guaranteed lights or field prep.
- 2.04 Association shall submit to the Recreation and Special Projects Manager all game and practice schedules in SAMS excel sheet. The form must include date, time, field, and team names. Failure to submit complete schedules at least three business days prior to the beginning of practice season and game season, and in required format, will result in delay of start of season. **Schedules must be submitted in complete form.** City will work with associations the first week of each season regarding scheduling that is outside of their control, example interlock scheduling. If practices are added after the initial SAMS import, league must enter practices themselves or send the City a list of just the practices that need to be added, in SAMS form.
- 2.05 The Premises are closed to reservations during the winter months of December and January and during the of the summer months of June and July.
- 2.06 Softball and baseball fields will be opened on Monday and Tuesday nights during the month of June for All-Star and select team practices only.
- 2.07 For baseball and softball use during the month of June;
 - a. There will be no field prep.

- b. No mound repair done between practices
- c. There will be two weeks during the month that City will use fields for World Series Tournament. During that time Monday and Tuesday practice will be moved to Thursday and Friday practice. 2020 dates set and given to associations by December 2019.
- d. Schedule needs to be submitted in the correct SAMS excel sheet 3 days before the first practice is meant to start. Practice will start 3 business day after practice schedule is submitted.
- e. Field work will be going on during this time, so please note that field conditions may not be “game ready satisfaction.”
- f. Teams, All-star and select, will be limited to 2 hours of practice per week/per team

2.07 The City will be renting the Baseball and Softball fields out to outside companies to host a number of tournaments throughout the year. Please refer to Exhibit C for dates of possible tournaments.

2.08 The City will be working with a local charter school, so they can use the fields as their home fields for baseball, softball and soccer. City will schedule practice around league practice and games. Their game schedule will be as follows;

- Soccer; 4 home double header games from 4:30pm – 7:30pm and 4 single game from 4:30pm – 6:00pm.
- Softball – 4 home games running from 4:30pm – 6:30pm.
- Baseball - 4 home double header games from 4:30pm – 8:30pm.

Should one of the scheduled games result in a rain out, City will work with school and league to ensure minimal impact on league play. Make up games will not be double headers, game will start will by 4:30pm with games ending by 6:30pm. City will enter game schedule into SAMS by the end of January to give ample notice. If other schools ask to use fields, City will work with league before scheduling games.

2.09 The City will be using different fields for special events throughout the year. All fields will be closed from Friday, October 18, 2019 and will reopen on Sunday, October 20, 2019 at 1:00pm for Pumpkin Palooza. All baseball and softball fields will be closed on Saturday, April 13, 2019 from 6:00am – 5:00pm, and Soccer fields from 6:00am -2:00pm for Easter Eggstravaganza. 2020 dates will be included in the 2020 calendar which will be handed out by December 2019.

2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours’ notice in order to prepare the fields. If 48 hours’ notice is not given, field prep and lights are not guaranteed. Games must be entered into SAMS.

2.11 City will maintain all fields on a daily basis after approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be marked on Fridays for the weekend, if requested by Association 10 days prior to the start of season. Additional field prep over the weekend is the responsibility of the Association.

2.12 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.

- 2.13 All games on the Premises must end by 10:00 p.m.
- 2.14 Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.
- 2.15 Association shall not schedule games on the Monday following a weekend tournament.
- 2.16 If the Association elects to have access to the game fields during the winter months, they may purchase and have delivered rye grass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow grass during the winter months.
- 2.17 If rye grass is actively growing, game fields will be open, however the restrooms will remain closed. Association will be responsible for providing port a potties. The fields will be closed if the grass is dormant, the rye grass does not germinate, or the grass dies.
- 2.18 Game fields will not be irrigated during the winter months due to freezing temperatures which will damage the irrigation systems.
- 2.19 The City is not responsible if the seed does not germinate or if the grass dies.

SECTION 3. TOURNAMENTS AND CAMPS

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

3.02 Association Tournament Responsibilities:

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

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

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

3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged

umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.

- c. To reserve the fields for league play tournament for calendar year 2019, requests must be submitted in writing to the Parks and Recreation Department by January 7, 2019. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- f. Association will be responsible for picking up trash. The City will provide extra trash bags, if needed.
- g. Association shall submit final tournament game schedules to the no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for calendar year 2019, requests must be submitted in writing to the Recreation and Special Projects Manager by January 7, 2019. Additional tournament field requests will be subject to field availability.
- h. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- d. For tournaments that take place during the allowable season dates according to this Agreement, game field practices will be limited to one hour per team each week.
- e. Association will be allowed one fundraising tournament when the fields are closed during the month of June and July. For this tournament, no game field practice will be allowed.
- f. Association is responsible for picking up trash. The City will provide extra trash bags, if needed.

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

3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously

rented, fields may be scheduled through the Recreation Coordinator and Special Projects Manager.

- b. Additional tournaments will be at the current rental rate of \$20/field/hour with no lights and \$50/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is cancelled for any reason.
- c. To reserve the fields for additional tournaments for calendar year 2019, requests must be submitted in writing to the Recreation and Special Projects Manager by January 7, 2019. Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.
- f. City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags, if needed and requested.

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

SECTION 4. FIELD USAGE ORDINANCES

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

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are: \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-11-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarette, e-cigarettes and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle or other vehicle over or through any park, except along and

upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.

- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.
- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council. (Section 131.001 of the Corinth Code)

SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises. Representative must be identifiable by something; hat, shirt, etc. Representation should be their sole job not be distracted by game or tournament, i.e. not coaching game. If no other representative is available, a coach can be the representative but that must take top priority over game and they should be able to leave game if needed.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's number, participant's resident City, team assigned to, and age group assigned to along with non-resident and participation fees on or before March 20th for Spring, and October 23rd for Fall. See exhibit G to example is reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, as well as leadership of Association. Association agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.
- 5.05 It is recommended that all coaches complete a sport specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses, i.e. special uniforms, except for expenses associated with post season all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age grouping, divisions, or leagues, each group shall have equal priority to

available field use time. No one team shall be allowed more than four hours' practice time per week.

- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate use of City athletic facilities and City Premises.

SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 All players must have the same equal chance to make a select/club team.
- 6.03 When entering select/club team's practices into SAMS please include head coach's last name. Example Crushers Smith
- 6.04 Softball and Baseball fields will be opened on Monday and Tuesday nights during the month of June for select/club team practices.
- 6.05 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.06 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.
- 6.07 It is recommended that no one team should be allowed more than four hours of practice time per week and these times should be outside of the Association's normal recreational practice schedule.
- 6.08 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.09 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.10 Each Association will be given 1 week during the month of July, to conduct tryouts. Tryout week must be agreed upon prior to the start of the season. Tryout week must be turned in with 2019 dates. Tryout schedule must be entered into SAMS 2 weeks prior the start of

tryouts. Week must be made up of seven (7) consecutive business days. City fields will be closed on weekend for City run tournaments or events approved by the City.

SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 7 for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps. Names of minor officials shall be redacted in any of the above financial reports.
- 7.02 When league submits financial reports please be sure to black out bank account numbers. This is done for your leagues security and protection.
- 7.03 To assure adequate fiscal control, the Association will:
- a. Maintain a checking account.
 - b. Not provide cash reimbursement in an amount over \$50.
 - c. Retain all cancelled checks and records for three years.
 - d. Require that checks over \$200 be signed by two current members of the Board.
 - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.
 - f. Conduct at least one Board meeting before each season; the meetings must be open to the public and announced on the Association's website at least one week prior to the meeting.
 - g. Provide written notice, in word document, to the Recreation and Special Projects Manager of all upcoming board meetings, including location and start time.
 - h. Allow the Recreation and Special Projects Manager to attend any board/officers meeting without notice.
 - i. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax exempt status.
 - j. Include a separate line item within the Association's financial reports for the payment of officials. Name of minor officials shall be redacted.
 - k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or other program that is approved by the City.
 - l. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.04 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.

- 7.05 The Association's documentation may be requested at any time and will be due to the Recreation and Special Projects Manager within ten business days of the request.
- 7.06 To ensure the City is being good stewards with publicly funded fields, an independent financial audit of the Associations financial records by a firm hired by the City, will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

SECTION 8. COMMUNICATION

- 8.01 The Corinth Recreation and Special Projects Manager and Parks Manager will serve as the City staff liaisons for the Corinth Sports Associations. City staff and the representatives of all Corinth Associations will meet Wednesday, April 17, 2019, and Wednesday, September 4, 2019 at 4:30 p.m. at Public Works. 2020 dates will be given to associations by December 2019. At least one representative from the Association must be present at each scheduled meeting. If Association misses more than one meeting, it will be subject to dismissal, and the City may terminate this Agreement upon notice.
- 8.02 Associations; baseball, soccer and softball, are allowed to book one free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's Board meetings. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation and Special Projects Manager. Associations will also be allowed to use the building once a season for draft days. Dates should be set 30 days in advance.
- 8.03 Softball association will be granted one extra free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's umpire meeting. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation and Special Projects Manager.
- 8.04 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.05 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.06 For questions regarding this Agreement, field availability, and field scheduling, please contact the Recreation and Special Projects Manager, Melissa Dolan at 940-498-7540 or Melissa.dolan@Cityofcorinth.com.
- 8.07 For questions or concerns regarding field maintenance, please contact the Parks Manager, Jason Cao, at 940-498-7530 or jason.cao@cityofcorinth.com.

- 8.08 Each association shall appoint one person to be a point of contact for their respected association. There should be one point of contact with Jason for questions or concerns regarding field maintenance, and another point of contact, can be the same person, with Melissa for questions regarding field availability and scheduling. Please note that all communication needs to go through the point of contact that includes communication from players, parents and coaches.
- 8.09 Each association shall send an informational email/or post on website to all participants at the beginning of each season letting them know the appropriate chain of command. If coaches, or parents have issues, other than safety, then they should contact the board directly. If a concern is sent directly to City staff from someone other than the assigned point of contact, we will respond to sender letting them know that all issues and concerns must first go through the association,
- 8.10 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Recreation and Special Projects Manager.
- 8.11 All maintenance requests must be made in writing to Jason, submitted by the point of contact.
- 8.12 Association may also submit questions or concerns through the City's online report and concern module which can be found online at www.cityofcorinth.com.
- 8.13 Should Associations need after hours help with field lights, field issues, field retailed needs please call the parks on call phone for consideration. 940-465-6692.

SECTION 9. DOCUMENTS, FEES AND OFFICERS

- 9.01 The Association shall submit to the City a copy of its bylaws, 2019 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters; to include participant's number, resident city, team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due by the deadlines set forth in Exhibit B. Exhibit D and G show examples of what needs to be completed, electronic copy can be sent if requested.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.
- 9.03 A listing of these documents and fees with due dates is in Exhibit B, attached and incorporated herein.

SECTION 10. INSURANCE AND INDEMNIFICATION

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.

- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association must submit a new certificate within 10 business days of the expiration date.
- 10.04 The policy must name the City, its officers and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.
- 10.05 The Association agrees to protect, indemnify and hold harmless and defend the City, its officers, agents, servants and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.

SECTION 11. IMPACT, NONRESIDENT AND ENHANCEMENT FEES

- 11.01 The Association shall collect a nonresident registration fee in addition to all other fees required to participate. The Association must pay a \$10 fee for each nonresident player, per season, as required by City Ordinance (Ordinance No.13-07-18-13). All non-resident players utilizing City fields will be charged this fee. This fee will be due on March 20, 2019 for the spring season and October 23, 2018 for the fall season. 2020 dates will be given to associations by December 2019.
- 11.02 The Association will pay a participation fee of \$10 per child per season for recreational and select players and \$10 per child per season for select players. These fees shall be submitted to the City of Corinth on or before March 20, 2019 for the spring season and on or before October 23, 2019 for the fall season. 2020 dates will be given to associations by December 2019.

SECTION 12. CONCESSIONS

- 12.01 The Association may operate concession stands only in compliance with this section and in regular season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands then no concessions will be provided, and the City will not make other arrangements.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.

- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal laws. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week prior to the concession stand opening.
- 12.05 Association's operators must comply with City of Corinth Ordinance No. 04-05-27-07 regulating food establishments. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued once a year, spring for softball and fall for baseball and soccer. The permit fee, \$100 per stand, is due to the Corinth Building Permit Department seven business days prior to the start of the season.
- 12.06 Once permit fee has been paid Association will need to set up a health inspection, information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the season. Failure to do so may result in delay of opening concession stand.
- 12.07 All board members who are working the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass the Texas Food Handlers Training, <http://www.trainingnow.com>. Upon completion of training program, provide a copy of the certificate to the City of Corinth Permit Technician, via email, permits@cityofcorinth.com, or in person at City Hall. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
- 12.08 There must be a board member working the concession stand, who has a Food Handlers Permit, to supervise volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand on a daily basis including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
- 12.10 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.11 The Association shall pay a fee of \$1,226 per stand for the privilege of operating a stand. Payment is due by March 20, 2019. In addition to concession stand fee, association shall pay a \$100 non-refundable deposit per stand. 2020 dates will be given to associations by December 2019.
- 12.12 All concession stands must maintain a complete first aid kit at the stand.
- 12.13 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents.
- 12.14 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage,

preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure or the building such as electrical wiring, plumbing, and other structural components. Association is responsible for notifying the City immediately if there is an issue with the equipment.

- 12.15 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.
- 12.16 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.
- 12.17 The Association shall be responsible for adequate and proper security of the building. Alarm systems and other security devices are optional and will be installed/maintained by the Association, with prior approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If building needs to be rekeyed, the City will do so, at the cost to Association, up to once a year.
- 12.18 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

SECTION 13. FIELD LIGHTS

- 13.01 The City of Corinth Public Works Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers, so that if practice is cancelled, ends earlier, or any other reason and the lights are not needed, the Association can turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset and will be shut off 15 minutes after the schedule practice or game.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Public Works Department at (940) 498-7501 or complete a "Report a Concern" form, which can be found online at www.cityofcorinth.com.

SECTION 14. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

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

14.03 Permanent structures shall become the property of the City.

SECTION 15. SPONSORSHIPS AND SIGNAGE/BANNERS

15.01 For season advertising, an Association must have an approved co-sponsorship agreement executed by the City.

15.02 Sponsorships agreements may only be within term of this contract; January 1, 2019 – December 31, 2020 and shall not be valid thereafter.

15.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.

1. Yard signs may be displayed for any 8 weeks prior to the registration deadline, spring and fall, dates must first be approved by the Planning and Development Manager. Signs may not be displayed until permit has been submitted and approved. See Exhibit H for permit or visit <https://www.cityofcorinth.com/DocumentCenter/View/9415/New-Banners-Signs-Grand-Openings-Application?bidId>. Permit should be send one week prior to signs being displayed to Delilah.garcia@cityofcorinth.com and copy ben.rodriquez@cityofcorinth.com. Permit fee will be waived. The yard signs shall not be greater than 15 sq. feet, 3 x 5.

2. City logo must be visible from street, minimum of 5 x 6 inches. Any sign posted without the City of Corinth Logo will be removed by the City.

3. There must be a minimum of 1,000 feet between each sign.

4. Permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with their permission, if needed.

5. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).

7. The provisions set forth in this section will be enforced by the City of Corinth Code Enforcement Department.

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

1. They must comply with all City Codes. Signage, except city or league logos, may not face streets. Logos must have a 50/50 split to reflect the partnership between league and city.

2. The Parks Manager must approve all signs and anchoring methods before installation occurs.

3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.
6. Signs must be properly secured to fence and remain well maintained i.e. no rips or sides of banner hanging down. If banners are not properly secured or well taken care of, the City will remove signs.
7. Signs must be taken down between seasons. League has 2 weeks from last game to remove signs.
8. Event sponsors must be pre-approved by the City to ensure there is not a conflict with the field, park or facility naming rights.
9. Event signs and banners and locations for display must be pre-approved by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.
10. Association agrees the City is not responsible for any damage to the signs or banners.

SECTION 16. STORAGE CLOSETS

- 16.01 Baseball Association is assigned the storage closet attached to concession stand # 2 located between fields 6 and 7 as well as storage closet attached to concession stand #1 by field 4.
- 16.02 Softball Association is assigned the storage closet attached to the softball complex concession stand.
- 16.03 Soccer Association is assigned the storage closet attached to the soccer complex concession stand.
- 16.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of their contents on premises.
- 16.05 AED machine will be placed in storage closet, so Associations can access machine at all time. If storage area is not secured the negligent party will be responsible for any lost or damaged equipment.
- 16.06 City will have a shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 16.07 Association is responsible for keeping closet clean and area around irrigation boxes accessible. Staff needs to be able to access irrigation boxes and cleaning rack.

- 16.08 Per fire code electrical closet is to remain empty at all times. Placing anything in closet is subject to fine/penalties by the Fire Marshall.
- 16.09 Association will be given keys to their respected storage closet(s). Association agrees to maintain updated records of key log, when keys were given out and returned, and submit copies of these records to the City upon request.

SECTION 17. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES

- 17.01 The following are reasons for athletics field closure or postponement:
- a. Fields are too wet for play.
 - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
 - c. Maintenance, renovation, or construction conditions exist.
- 17.02 The Rainout line, (940) 498-7505, will be updated and “Notify Me” alert will be activated by 4 p.m. on weekdays when conditions are questionable. If fields are in question over the weekend, an alert will be sent out by 7:00 a.m. If inclement weather occurs after this time, it will be up to the Association’s discretion for play, unless otherwise noted on the rainout line.
- 17.03 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared and lights not activated if notice is not given.

SECTION 18. MAINTENANCE STANDARDS FOR PREMISES

- 18.01 City shall maintain quality turf areas, which includes mowing, weed control, fertilizing, and herbicide spraying as allowed by the City’s Budget.
- 18.02 The City may request additional funds from the Associations to help pay for the turf over seeding of perennial rye grass each fall.
- 18.03 The City shall prepare, chalk and or paint, fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 18.04 The City shall maintain all bleachers.
- 18.05. The City shall properly secure all soccer goals with proper anchors.
- 18.06 The City shall maintain all shade structures.
- 18.07 The City shall provide and maintain all area and field lighting systems.
- 18.08 The City shall be responsible for the maintenance of all irrigation systems on the Premises.

- 18.09 The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
- 18.10 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 2 – February 11 for winterization, depending on the severity of winter
- 18.11 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 12.08 for collection of litter at concessions.)
- 18.12 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.13 If, within the City’s judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 18.14 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.
- 18.15 No “ball toss” or “soft pitch” batting practice is allowed into any chain link fence fabric on the premises.
- 18.16 Metal cleats will be permitted at Corinth Community Park Baseball field 4 and Softball fields 1 -3 only. Metal cleats are not allowed on any other City of Corinth field.

SECTION 19. UNLAWFUL ACTIVITIES

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

SECTION 20. ADULT SOFTBALL

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

SECTION 21. EXHIBITS

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

- Exhibit A – Field Allocation and Season Dates
- Exhibit B – Schedule of Required Documents and Deadlines
- Exhibit C - 2019 Proposed Tournament Dates
- Exhibit D – 2019 Dates
- Exhibit E – Co-Sponsorship Growth Application
- Exhibit F – Adult softball dates
- Exhibit G – Final Player Roster
- Exhibit H – Banner and Signs permit application

SECTION 22. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

- 22.01 If Association is consistently late with submitting required documentation by the due date, the City will deny access to fields, lights, restrooms and concessions until documentation is received and may terminate this Agreement.
- 22.02 Exhibit B summarizes all required documentation due to the City of Corinth, Recreation Division. Association shall submit all forms to the Recreation and Special Projects Manager at the following address:

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

SECTION 23. TERM

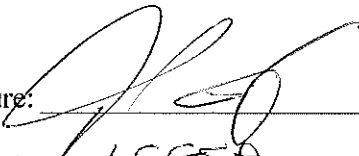
The Association will sign the Bi-Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed bi-annually for all current Corinth Association members. This Agreement is effective January 1, 2019 through December 31, 2020. The City will provide the 2020 dates and concession stand fees to the associations in December of 2019. Thereafter, the Agreement must be renewed prior to the Association advertising and taking registration for a new season.

SECTION 24. AGREEMENT APPROVAL

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

SECTION 25. DEFAULT AND TERMINATION

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

Signature:  _____
Association: LCGSA _____
Date: 11/13/2018 _____

City Representative: _____
Title: _____
Date: _____

Exhibit "A"
 FIELD ALLOCATION AND SEASON DATES
 2019

Association	Location	Dates
Baseball Association	Baseball Fields 4-9	Spring February 11 th – June 2 nd Monday/Tuesday night during the month of June Fall August 12 th – December 2 nd
	Backstops 1 – 2	January 1 st – December 31 st
	Multi-Purpose Fields 1-4 Southside	Spring February 12 th – June 2 nd Fall August 12 th – December 2 nd
Softball Association	Softball Fields 1 – 3	Spring February 11 th – June 2 nd Monday/Tuesday night during the month of June Fall July 29 th – December 2 nd
	Backstops 1 – 2	January 1 st – December 31 st
Soccer Association	Soccer Fields 3 of 4 fields	Spring February 12 th – June 3 rd Fall July 29 th – December 2 nd

Exhibit "B"

SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

2019

1. **January 7** - Association bylaws, board member names, addresses and phone numbers due.
2. **January 7** - Point of contact for Jason, field issues and Melissa, field availability due
3. **January 7** - Dates for 2019; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **January 7** - Schedule of upcoming board meetings due with Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 7** – Financial statements from previous year.
6. **One week prior to first practice** - Proof of Insurance due.
7. **3 business days prior to first practice** - Practice schedule due in SAMS calendar form.
8. **3 business days prior to first game** – Game schedule due in SAMS calendar form.
9. **One week prior to concession stand opening** – Valid health permit and food handling card.
10. **March 20** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **October 23** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **October 16** –Co-Sponsorship growth application due if association is needing more field space. See Exhibit "E"
13. **December 6** – City to provide Associations with 2020 dates

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

Exhibit “C”

2019 PROPOSED TOURNAMENT DATES

Baseball and Softball Fields

- April 13, 2019 – Baseball and softball fields will be closed from 6:00am to 5:00pm, Soccer fields will be closed until 1:00pm for Easterville
- May 4 – 5, 2019 – Travel Sports Baseball (Strike Against Cancer)
- June 21 – 26, 2019 – Travel Sports Baseball (World Series)
- June 28 – July 3, 2019 – Travel Sports Baseball (World Series)
- October 18, 2019 – October 20, 2019. All Fields closed for Pumpkin Palooza. Fields will reopen October 20, 2019 at 1:00pm

**EXHIBIT D
2019 Dates**

Spring 2019

Fields Open	Feb. 11, 2019	Fields Close	June 2, 2019
	Aug. 12 th for baseball		
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tryouts (July)	_____		
Tournament Dates	_____		
Built in Bye Week	_____		
Draft Dates (if fields are needed)	_____		

Fall 2019

Fields Open	July 29, 2019	Fields Close	Dec. 2, 2019
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tournament Dates	_____		
Draft Dates (if fields are needed)	_____		

Point of Contact for Jason _____

Point of Contact for Melissa _____

Schedule of Board Meetings

Date	Meeting Location	Time
January ____ 2019	_____	_____
February ____ 2019	_____	_____
March ____ 2019	_____	_____
April ____ 2019	_____	_____
May ____ 2019	_____	_____
June ____ 2019	_____	_____
July ____ 2019	_____	_____
August ____ 2019	_____	_____
September ____ 2019	_____	_____
October ____ 2019	_____	_____
November ____ 2019	_____	_____
December ____ 2019	_____	_____



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

Section 1: ASSOCIATION INFORMATION		Is association a registered non-profit organization: Yes or No
Association Full Name:	Tax ID:	
Street Address:	Contact Name:	Contact Phone Number:
City, State, Zip Code:	Contact Email Address:	
SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE		
SECTION 3: ASSOCIATION REQUIREMENTS		
A. Participant Information:		
How many participants does your association service?	Fall:	Spring:
How many participants are Corinth residents?	Fall:	Spring:
Anticipated growth, residents?	Fall:	Spring:
Anticipated growth, non-residents?	Fall:	Spring:
B. Field Requirements:		
Current field(s) assignment?	Fall:	Spring:
What additional field(s) would your association need access to?	Fall:	Spring:
Does your association require access to lighted fields?	Fall:	Spring:
How many days a week would your association need access to the fields?	Fall:	Spring:
What times would your association need access to the fields?	Fall:	Spring:
What dates would the association need access to the fields for practice, games, playoffs, etc.	Fall:	Spring:
Association President: _____ Date: _____ <p style="text-align: center;"><i>Please submit application and requested documentation by October 1, 2019.</i></p>		

EXHIBIT F

Adult Softball

2019 Dates	
Spring Season	Dates
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
Summer Season	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
Fall Season	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	

Adult Softball Team Registration Report - Summer			
Coach	Team	League	Division
Smith	Rangers	Adult Men	2
Johnson	Tigers	Adult Coed	1

EXHIBIT G

Final Player Roster

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

Final Player Roster Total

	City	Total		
	Denton	1		
	Corinth	2		
	Highland Village	1		
	Lewisville	1		
	Total	5		

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: Lake Cities Soccer Assocaitaion 2019 Co-Sponsorship Agreement

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on approval of calendar year 2019 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer.

AGENDA ITEM SUMMARY/BACKGROUND

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

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

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

RECOMMENDATION

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

Attachments

LCSA Contract

**CITY OF CORINTH
PARKS AND RECREATION DEPARTMENT
2019-2020 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 13th day of November, 2018, between the City of Corinth Parks and Recreation Department, herein called "City", and Lake Cities Soccer Association, herein called "Association".

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

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

SECTION 1. PREMISES AND FIELD ALLOCATION

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

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

SECTION 2. SEASONS AND HOURS

- 2.01 The City determines all available field allocations and reserves the right to schedule any and all make-up games or practices based on field availability and conditions. Fields will be made available for practice and games to co-sponsored Associations anytime between the dates outlined in Exhibit A.
- 2.02 All fields must be reserved through the Recreation and Special Projects Manager for practices and games.
- 2.03 Corinth Sports Association Management System (SAMS) will be used as a master schedule between each association and the City. The Parks and Recreation Department will use calendar to set lights, base distances, and prep the fields. It is the responsibility of each association to ensure the accuracy of their respective calendar. Changes to the weekly schedule must be made by Thursday at 5:00 pm the week before your event. If you require a rainout reschedule, those changes must be made at least 48 hours in advance of the event. Any practice or game entered with less than 48 hours' notice cannot be guarantee lights or field prep.
- 2.04 Association shall submit to the Recreation and Special Projects Manager all game and practice schedules in SAMS excel sheet. The form must include date, time, field, and team names. Failure to submit complete schedules at least three business days prior to the beginning of practice season and game season, and in required format, will result in delay of start of season. **Schedules must be submitted in complete form.** City will work with associations the first week of each season regarding scheduling that is outside of their control, example interlock scheduling. If practices are added after the initial SAMS import, league must enter practices themselves or send the City a list of just the practices that need to be added, in SAMS form.
- 2.05 The Premises are closed to reservations during the winter months of December and January and during the of the summer months of June and July.
- 2.06 Softball and baseball fields will be opened on Monday and Tuesday nights during the month of June for All-Star and select team practices only.
- 2.07 For baseball and softball use during the month of June;
 - a. There will be no field prep.

- b. No mound repair done between practices
- c. There will be two weeks during the month that City will use fields for World Series Tournament. During that time Monday and Tuesday practice will be moved to Thursday and Friday practice. 2020 dates set and given to associations by December 2019.
- d. Schedule needs to be submitted in the correct SAMS excel sheet 3 days before the first practice is meant to start. Practice will start 3 business day after practice schedule is submitted.
- e. Field work will be going on during this time, so please note that field conditions may not be “game ready satisfaction.”
- f. Teams, All-star and select, will be limited to 2 hours of practice per week/per team

2.07 The City will be renting the Baseball and Softball fields out to outside companies to host a number of tournaments throughout the year. Please refer to Exhibit C for dates of possible tournaments.

2.08 The City will be working with a local charter school, so they can use the fields as their home fields for baseball, softball and soccer. City will schedule practice around league practice and games. Their game schedule will be as follows;

- Soccer; 4 home double header games from 4:30pm – 7:30pm and 4 single game from 4:30pm – 6:00pm.
- Softball – 4 home games running from 4:30pm – 6:30pm.
- Baseball - 4 home double header games from 4:30pm – 8:30pm.

Should one of the scheduled games result in a rain out, City will work with school and league to ensure minimal impact on league play. Make up games will not be double headers, game will start will by 4:30pm with games ending by 6:30pm. City will enter game schedule into SAMS by the end of January to give ample notice. If other schools ask to use fields, City will work with league before scheduling games.

2.09 The City will be using different fields for special events throughout the year. All fields will be closed from Friday, October 18, 2019 and will reopen on Sunday, October 20, 2019 at 1:00pm for Pumpkin Palooza. All baseball and softball fields will be closed on Saturday, April 13, 2019 from 6:00am – 5:00pm, and Soccer fields from 6:00am -2:00pm for Easter Eggstravaganza. 2020 dates will be included in the 2020 calendar which will be handed out by December 2019.

2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours’ notice in order to prepare the fields. If 48 hours’ notice is not given, field prep and lights are not guaranteed. Games must be entered into SAMS.

2.11 City will maintain all fields on a daily basis after approved schedule of games is provided to the City. Fields will be maintained periodically as needed for practice purposes. All fields will be marked on Fridays for the weekend, if requested by Association 10 days prior to the start of season. Additional field prep over the weekend is the responsibility of the Association.

2.12 City will maintain fields for games Monday through Thursday after the schedule of games is provided and approved by the Parks and Recreation Department. Fields will be marked on the game day.

- 2.13 All games on the Premises must end by 10:00 p.m.
- 2.14 Athletic fields are closed between the hours of 7 a.m. – 3:30 p.m. Monday – Friday to allow City crews to maintain fields.
- 2.15 Association shall not schedule games on the Monday following a weekend tournament.
- 2.16 If the Association elects to have access to the game fields during the winter months, they may purchase and have delivered rye grass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow grass during the winter months.
- 2.17 If rye grass is actively growing, game fields will be open, however the restrooms will remain closed. Association will be responsible for providing port a potties. The fields will be closed if the grass is dormant, the rye grass does not germinate, or the grass dies.
- 2.18 Game fields will not be irrigated during the winter months due to freezing temperatures which will damage the irrigation systems.
- 2.19 The City is not responsible if the seed does not germinate or if the grass dies.

SECTION 3. TOURNAMENTS AND CAMPS

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

3.02 Association Tournament Responsibilities:

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

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

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

3.03 Tournaments within the parameters of league play:

- a. Associations that have one pre and post-season tournament as part of the recreational league will be co-sponsored by the City.
- b. Tournaments defined under league play are for league and interlock teams only. No entry fee is assessed for teams to enter the tournament. Teams may only be charged

umpire/referee fees. Tournaments classified under this category include end of season tournaments/playoffs and preseason tournaments.

- c. To reserve the fields for league play tournament for calendar year 2019, requests must be submitted in writing to the Parks and Recreation Department by January 7, 2019. Additional tournament field requests will be subject to field availability.
- d. These tournaments may only take place within the allowable season dates according to the Agreement, except for pre-season tournaments. Pre-season tournaments may be held the weekend before league games begin. Game field practices for tournaments scheduled outside of this Agreement will be limited to one hour per team each week.
- e. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend field maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- f. Association will be responsible for picking up trash. The City will provide extra trash bags, if needed.
- g. Association shall submit final tournament game schedules to the no later than two business days before the tournament start date. Complete schedule shall be submitted in SAMS excel sheet.

3.04 Fundraising tournaments and camps:

- a. The City will co-sponsor two fundraising tournaments and two camps per year at no cost. All co-sponsored tournaments must have one team playing in the tournament that is a current member of the Association hosting the tournament.
- b. Tournaments defined as fundraisers include teams from outside of the league and are charged an entry fee. Invitational and All-Star Tournaments are classified under this category.
- c. To reserve the fields for fundraising tournaments and camps for calendar year 2019, requests must be submitted in writing to the Recreation and Special Projects Manager by January 7, 2019. Additional tournament field requests will be subject to field availability.
- h. City will mark all fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association needs weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- d. For tournaments that take place during the allowable season dates according to this Agreement, game field practices will be limited to one hour per team each week.
- e. Association will be allowed one fundraising tournament when the fields are closed during the month of June and July. For this tournament, no game field practice will be allowed.
- f. Association is responsible for picking up trash. The City will provide extra trash bags, if needed.

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

3.05 Additional Tournaments:

- a. If the Association wishes to host additional tournaments or camps that are not co-sponsored by the City and fields are not being used for league play or previously

rented, fields may be scheduled through the Recreation Coordinator and Special Projects Manager.

- b. Additional tournaments will be at the current rental rate of \$20/field/hour with no lights and \$50/field/hour with lights. A \$200 deposit is required to be paid in advance to reserve the fields. Approval of the reservation request by the Parks and Recreation Department will depend on field availability. The deposit will be applied to the remaining balance. The deposit is forfeited if the tournament is cancelled for any reason.
- c. To reserve the fields for additional tournaments for calendar year 2019, requests must be submitted in writing to the Recreation and Special Projects Manager by January 7, 2019. Additional tournament field requests will be subject to field availability.
- d. Tournaments other than those described in Section 3.04 may only take place within the allowable season dates according to the Agreement. Game field practices for tournaments scheduled outside of this agreement are limited to one hour per team each week.
- e. The Association may charge a tournament gate fee for any tournament. However, 25 percent of the fee must be returned to the City within one week of the conclusion of the tournament. Funds will be deposited in the Community Park Improvement Fund.
- f. City will mark the fields on Friday for the weekend. Additional field prep will be the responsibility of the Association. If the Association requests weekend maintenance by the Field Crew, a fee of \$75 per field will be charged for morning preparation of the fields, lined and dragged or \$50 per field for lines only. Payment must be made one week before tournament.
- g. Association is responsible for picking up trash. The City will provide extra trash bags, if needed and requested.

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

SECTION 4. FIELD USAGE ORDINANCES

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

- 4.01 If an outside vendor (non-Association) will sell any goods during any portion of the year, that individual or group will need to purchase a vendor permit. This permit may be purchased at City Hall. The fees are: \$30 per day for nonprofit or \$100 per day for profit. (Ordinance No.13-07-18-13).
- 4.02 No alcohol is permitted in any park area, including parking lots. (Ordinance No.97-II-20-31).
- 4.03 The Association will require its members to comply with the No Smoking Ordinance, including cigars, cigarette, e-cigarettes and chewing tobacco. (Ordinance No.14-08-07-27).
- 4.04 Vehicles are limited to certain areas. It shall be unlawful for any person to operate or drive any automobile, motorcycle or other vehicle over or through any park, except along and

upon park streets, drives, parkways or boulevards. (Ordinance No.03-06-05-16, section 131.05) of the Corinth Code.

- 4.05 Playground areas, athletic fields, concession/restroom areas. It shall be unlawful for any person to allow any dog or other animal of any type, possessed, kept, or harbored, by him, to enter upon park playground area, an athletic field or surface, or in a concession/restroom area within the parks of Corinth, with the exception of service animals. (Ordinance No.03-06-05-06, section 131.06) of the Corinth Code.
- 4.06 A person commits an offense if the person offers anything for barter or sale, exhibits anything for pay, conducts any place of amusement for which an admission fee is charged or renders personal service or transportation of any character for hire in any public park in the City without first obtaining the privilege of so doing by contract with the City under such terms and conditions as may be provided by the City Council. (Section 131.001 of the Corinth Code)

SECTION 5. LEAGUE MANAGEMENT AND SPORTS GUIDELINES

- 5.01 The Association agrees to provide a league representative on-site at each game or tournament held on the Premises. Representative must be identifiable by something; hat, shirt, etc. Representation should be their sole job not be distracted by game or tournament, i.e. not coaching game. If no other representative is available, a coach can be the representative but that must take top priority over game and they should be able to leave game if needed.
- 5.02 A minimum of 51 percent of the Association's active membership must reside in Corinth.
- 5.03 The Association will submit a participant list of all individuals registered, indicating each participant's number, participant's resident City, team assigned to, and age group assigned to along with non-resident and participation fees on or before March 20th for Spring, and October 23rd for Fall. See exhibit G to example is reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, as well as leadership of Association. Association agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Association shall submit copies of records of background checks for new coaches added during the year.
- 5.05 It is recommended that all coaches complete a sport specific certification program.
- 5.06 Under no circumstance should parents of participants be used as umpires or officials unless they are affiliated with an insured umpires/officials/referee's organization.
- 5.07 In an age division or league, traveling teams shall not be assessed any fees or perform fund raisers to support the higher costs of travel and/or team expenses, i.e. special uniforms, except for expenses associated with post season all-star teams.
- 5.08 Recreational League Play must receive top priority when scheduling field allotments. In all recreational age grouping, divisions, or leagues, each group shall have equal priority to

available field use time. No one team shall be allowed more than four hours' practice time per week.

- 5.09 In age groupings, divisions, or leagues with traveling teams, the number of away games must equal or be less than the number of home games.
- 5.10 The City must approve any expansion or changes in the Association's programming that may affect field preparation or league programming. Requests must be in writing, received, and approved prior to signing of the Agreement. Association shall submit decisions based on overall benefit to the participants.
- 5.11 The Association will adhere to all City Ordinances that regulate use of City athletic facilities and City Premises.

SECTION 6. SELECT/CLUB TEAMS

- 6.01 All Select/Club Teams must register with the Association and pay all registration fees provided in this Agreement. These teams must then coordinate all scheduling (practice and games) through the Association member league that will have final approval as it relates to scheduling.
- 6.02 All players must have the same equal chance to make a select/club team.
- 6.03 When entering select/club team's practices into SAMS please include head coach's last name. Example Crushers Smith
- 6.04 Softball and Baseball fields will be opened on Monday and Tuesday nights during the month of June for select/club team practices.
- 6.05 **Recreational League Play, includes practice and games, must receive top priority when scheduling field allotments.**
- 6.06 Select/Club Team field usage cannot have a negative impact upon Recreational League Play or generate excessive field maintenance, as determined by the City.
- 6.07 It is recommended that no one team should be allowed more than four hours of practice time per week and these times should be outside of the Association's normal recreational practice schedule.
- 6.08 The Association shall not allow select/club teams to use the Premises only on a practice field basis. Select/Club teams must be provided League access.
- 6.09 The Association is prohibited from subletting or selling the right to use the Premises to select/club teams.
- 6.10 Each Association will be given 1 week during the month of July, to conduct tryouts. Tryout week must be agreed upon prior to the start of the season. Tryout week must be turned in with 2019 dates. Tryout schedule must be entered into SAMS 2 weeks prior the start of

tryouts. Week must be made up of seven (7) consecutive business days. City fields will be closed on weekend for City run tournaments or events approved by the City.

SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, which include bank statements, cash flow report and check register (such as Quicken) on January 7 for the previous calendar year. The financial reports must show income, expenses, and all fund balances for all League play and any tournaments or camps. Names of minor officials shall be redacted in any of the above financial reports.
- 7.02 When league submits financial reports please be sure to black out bank account numbers. This is done for your leagues security and protection.
- 7.03 To assure adequate fiscal control, the Association will:
- a. Maintain a checking account.
 - b. Not provide cash reimbursement in an amount over \$50.
 - c. Retain all cancelled checks and records for three years.
 - d. Require that checks over \$200 be signed by two current members of the Board.
 - e. Adopt and maintain Bylaws that require a Board of Directors of at least five members.
 - f. Conduct at least one Board meeting before each season; the meetings must be open to the public and announced on the Association's website at least one week prior to the meeting.
 - g. Provide written notice, in word document, to the Recreation and Special Projects Manager of all upcoming board meetings, including location and start time.
 - h. Allow the Recreation and Special Projects Manager to attend any board/officers meeting without notice.
 - i. Submit documentation to the City that verifies valid nonprofit or 501 C (3) tax exempt status.
 - j. Include a separate line item within the Association's financial reports for the payment of officials. Name of minor officials shall be redacted.
 - k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or other program that is approved by the City.
 - l. Immediately notify the City, in writing, of any financial difficulty or deficits.
- 7.04 If the Association's accounting practices are determined to be fraudulent or mismanaged, the City reserves the right to suspend or terminate this Agreement.

- 7.05 The Association's documentation may be requested at any time and will be due to the Recreation and Special Projects Manager within ten business days of the request.
- 7.06 To ensure the City is being good stewards with publicly funded fields, an independent financial audit of the Associations financial records by a firm hired by the City, will be conducted once per year. The City shall report an overview of the audit findings will be reported to the City Council on an annual basis

SECTION 8. COMMUNICATION

- 8.01 The Corinth Recreation and Special Projects Manager and Parks Manager will serve as the City staff liaisons for the Corinth Sports Associations. City staff and the representatives of all Corinth Associations will meet Wednesday, April 17, 2019, and Wednesday, September 4, 2019 at 4:30 p.m. at Public Works. 2020 dates will be given to associations by December 2019. At least one representative from the Association must be present at each scheduled meeting. If Association misses more than one meeting, it will be subject to dismissal, and the City may terminate this Agreement upon notice.
- 8.02 Associations; baseball, soccer and softball, are allowed to book one free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's Board meetings. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation and Special Projects Manager. Associations will also be allowed to use the building once a season for draft days. Dates should be set 30 days in advance.
- 8.03 Softball association will be granted one extra free meeting room per month at the Woods Building, pending availability. Dates should be set 30 days in advance. These meetings are to be used for the Association's umpire meeting. The meetings shall not be used for individual team meetings, team parties, or practices. One main contact from the Association should e-mail meeting room requests to the Recreation and Special Projects Manager.
- 8.04 Each Association may use City Hall Chambers for larger public meetings. The rental fee for City Hall Chambers is \$50/hour with a minimum of 2 hours. Dates should be set 30 days in advance.
- 8.05 The City has set up "Athletic Field Closure Alerts" on the City of Corinth website. Association shall encourage participants to sign up for this alert. On days when it is questionable whether fields need to be closed, the City will update this alert and send out a message regarding field status and playability.
- 8.06 For questions regarding this Agreement, field availability, and field scheduling, please contact the Recreation and Special Projects Manager, Melissa Dolan at 940-498-7540 or Melissa.dolan@Cityofcorinth.com.
- 8.07 For questions or concerns regarding field maintenance, please contact the Parks Manager, Jason Cao, at 940-498-7530 or jason.cao@cityofcorinth.com.

- 8.08 Each association shall appoint one person to be a point of contact for their respected association. There should be one point of contact with Jason for questions or concerns regarding field maintenance, and another point of contact, can be the same person, with Melissa for questions regarding field availability and scheduling. Please note that all communication needs to go through the point of contact that includes communication from players, parents and coaches.
- 8.09 Each association shall send an informational email/or post on website to all participants at the beginning of each season letting them know the appropriate chain of command. If coaches, or parents have issues, other than safety, then they should contact the board directly. If a concern is sent directly to City staff from someone other than the assigned point of contact, we will respond to sender letting them know that all issues and concerns must first go through the association,
- 8.10 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Recreation and Special Projects Manager.
- 8.11 All maintenance requests must be made in writing to Jason, submitted by the point of contact.
- 8.12 Association may also submit questions or concerns through the City's online report and concern module which can be found online at www.cityofcorinth.com.
- 8.13 Should Associations need after hours help with field lights, field issues, field retailed needs please call the parks on call phone for consideration. 940-465-6692.

SECTION 9. DOCUMENTS, FEES AND OFFICERS

- 9.01 The Association shall submit to the City a copy of its bylaws, 2019 dates, insurance, game and practice schedules in calendar form, health permit, schedule of board meetings, nonresident fees, participation fees, final player rosters; to include participant's number, resident city, team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due by the deadlines set forth in Exhibit B. Exhibit D and G show examples of what needs to be completed, electronic copy can be sent if requested.
- 9.02 Association will submit names, addresses, and phone numbers of all officers and Board members within two weeks after election or appointment.
- 9.03 A listing of these documents and fees with due dates is in Exhibit B, attached and incorporated herein.

SECTION 10. INSURANCE AND INDEMNIFICATION

- 10.01 The Association shall maintain and keep on file with the City a current certificate of general liability insurance, to pay on behalf of the insured all damages, costs, and claims because of bodily or property damage resulting from or arising out of the use of the City athletic fields, equipment, and other park facilities by the Association, its members and participants.

- 10.02 Limits of such liability coverage shall be not less than the following: Bodily Injury \$1,000,000.00 per aggregate and Property Damage Liability \$500,000.00.
- 10.03 If insurance coverage is scheduled to expire during the term of this Agreement, the Association must submit a new certificate within 10 business days of the expiration date.
- 10.04 The policy must name the City, its officers and employees as an additional insured party. The insurance policy must be primary and non-contributory as to the City. In the case of a nationally franchised affiliation with a liability insurance program, the City may accept a different coverage if the coverage is greater or equal to the minimum requirements of the City of Corinth.
- 10.05 The Association agrees to protect, indemnify and hold harmless and defend the City, its officers, agents, servants and employees from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of the Association, its officers, employees, servants, agents or subcontractors, arising out of, resulting from, or caused by the performance or failure of performance of any obligation of either party hereunder.

SECTION 11. IMPACT, NONRESIDENT AND ENHANCEMENT FEES

- 11.01 The Association shall collect a nonresident registration fee in addition to all other fees required to participate. The Association must pay a \$10 fee for each nonresident player, per season, as required by City Ordinance (Ordinance No.13-07-18-13). All non-resident players utilizing City fields will be charged this fee. This fee will be due on March 20, 2019 for the spring season and October 23, 2018 for the fall season. 2020 dates will be given to associations by December 2019.
- 11.02 The Association will pay a participation fee of \$10 per child per season for recreational and select players and \$10 per child per season for select players. These fees shall be submitted to the City of Corinth on or before March 20, 2019 for the spring season and on or before October 23, 2019 for the fall season. 2020 dates will be given to associations by December 2019.

SECTION 12. CONCESSIONS

- 12.01 The Association may operate concession stands only in compliance with this section and in regular season league play and tournaments co-sponsored by the City.
- 12.02 If Association cannot or no longer wishes to run the concession stands then no concessions will be provided, and the City will not make other arrangements.
- 12.03 If permanent City stands are available on the Premises, they will be available to the Association that have games scheduled at the location.

- 12.04 All food or drinks prepared, served, sold, or stored shall be done so in strict conformity with all city, county, state, and federal laws. It shall be the Association's responsibility to coordinate all health inspections and licensing for their concession operations. Association is required to present its health permit at least one week prior to the concession stand opening.
- 12.05 Association's operators must comply with City of Corinth Ordinance No. 04-05-27-07 regulating food establishments. Association is required to obtain, at its cost, a City of Corinth Food Services Permit. Permits are issued once a year, spring for softball and fall for baseball and soccer. The permit fee, \$100 per stand, is due to the Corinth Building Permit Department seven business days prior to the start of the season.
- 12.06 Once permit fee has been paid Association will need to set up a health inspection, information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the season. Failure to do so may result in delay of opening concession stand.
- 12.07 All board members who are working the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass the Texas Food Handlers Training, <http://www.trainingnow.com>. Upon completion of training program, provide a copy of the certificate to the City of Corinth Permit Technician, via email, permits@cityofcorinth.com, or in person at City Hall. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
- 12.08 There must be a board member working the concession stand, who has a Food Handlers Permit, to supervise volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand on a daily basis including the breakdown of all boxes to be placed in the dumpsters (not in the trash barrels) located at each site. The Association will tie and remove all trash bags from cans that are three fourths full or more and put in the dumpster. Non-compliance with concession and litter collection will result in forfeiture of concession privileges by the Association.
- 12.10 The Association is only permitted to run a concession stand if they have a current signed Co-Sponsorship Agreement in place with the City.
- 12.11 The Association shall pay a fee of \$1,226 per stand for the privilege of operating a stand. Payment is due by March 20, 2019. In addition to concession stand fee, association shall pay a \$100 non-refundable deposit per stand. 2020 dates will be given to associations by December 2019.
- 12.12 All concession stands must maintain a complete first aid kit at the stand.
- 12.13 The Association may not sub-contract the concession operation out to a third party but must operate the stands with its members or parents.
- 12.14 The Association shall, at all times, maintain the inside of the concession stands and shall be responsible for all fixtures, appliances, and all equipment necessary for storage,

preparation, and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure or the building such as electrical wiring, plumbing, and other structural components. Association is responsible for notifying the City immediately if there is an issue with the equipment.

- 12.15 The Association shall be responsible for only the essential appliances turned on during the season's non-use times.
- 12.16 The Association shall at all times be responsible for the sanitary conditions of the walls, ceilings, doors, etc. on the inside of the concession stand.
- 12.17 The Association shall be responsible for adequate and proper security of the building. Alarm systems and other security devices are optional and will be installed/maintained by the Association, with prior approval. Association shall supply any alarm codes, additional keys, or other mechanisms needed to access the building to the Parks and Recreation Department at no charge. If building needs to be rekeyed, the City will do so, at the cost to Association, up to once a year.
- 12.18 Any Association having sales of concessions not identified in this Agreement must comply with and pay fees as required under current City ordinances.

SECTION 13. FIELD LIGHTS

- 13.01 The City of Corinth Public Works Department will maintain all current electrical outlets and pole lights. To help conserve electricity, Association will be given access to the light timers, so that if practice is cancelled, ends earlier, or any other reason and the lights are not needed, the Association can turn the lights off. The Recreation Department will maintain the light schedule and is responsible for changing or adding times. Lights are scheduled to come on 15 minutes before sunset and will be shut off 15 minutes after the schedule practice or game.
- 13.02 In the event that there are any electrical issues, the Association shall contact the Public Works Department at (940) 498-7501 or complete a "Report a Concern" form, which can be found online at www.cityofcorinth.com.

SECTION 14. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

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

14.03 Permanent structures shall become the property of the City.

SECTION 15. SPONSORSHIPS AND SIGNAGE/BANNERS

15.01 For season advertising, an Association must have an approved co-sponsorship agreement executed by the City.

15.02 Sponsorships agreements may only be within term of this contract; January 1, 2019 – December 31, 2020 and shall not be valid thereafter.

15.03 The Association must comply with the City's Sports Association Advertising Policy and the City's Sign Ordinance requirements regarding location, materials, and size of signs and duration signs are permitted.

1. Yard signs may be displayed for any 8 weeks prior to the registration deadline, spring and fall, dates must first be approved by the Planning and Development Manager. Signs may not be displayed until permit has been submitted and approved. See Exhibit H for permit or visit <https://www.cityofcorinth.com/DocumentCenter/View/9415/New-Banners-Signs-Grand-Openings-Application?bidId>. Permit should be send one week prior to signs being displayed to Delilah.garcia@cityofcorinth.com and copy ben.rodriquez@cityofcorinth.com. Permit fee will be waived. The yard signs shall not be greater than 15 sq. feet, 3 x 5.

2. City logo must be visible from street, minimum of 5 x 6 inches. Any sign posted without the City of Corinth Logo will be removed by the City.

3. There must be a minimum of 1,000 feet between each sign.

4. Permitted sign placement: 1 per subdivision entrance, ball field entrance, and at schools—with their permission, if needed.

5. Association shall not place signs in medians and State right-of-way (IH35, IH35 Service roads, FM 2181).

7. The provisions set forth in this section will be enforced by the City of Corinth Code Enforcement Department.

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

1. They must comply with all City Codes. Signage, except city or league logos, may not face streets. Logos must have a 50/50 split to reflect the partnership between league and city.

2. The Parks Manager must approve all signs and anchoring methods before installation occurs.

3. Sponsorships must be appropriate for youth activities. Sponsorships for alcohol, tobacco, political interests or measures, etc. are not allowed.
4. The appearance of all signage, banners, etc. must be tasteful and may not detract from the overall appearance of the facility.
5. The placement of sponsorship advertisement may not cause damage to any facility.
6. Signs must be properly secured to fence and remain well maintained i.e. no rips or sides of banner hanging down. If banners are not properly secured or well taken care of, the City will remove signs.
7. Signs must be taken down between seasons. League has 2 weeks from last game to remove signs.
8. Event sponsors must be pre-approved by the City to ensure there is not a conflict with the field, park or facility naming rights.
9. Event signs and banners and locations for display must be pre-approved by the City. Signs are not to exceed four (4) feet by eight (8) feet each. The Association agrees to remove signs after each season.
10. Association agrees the City is not responsible for any damage to the signs or banners.

SECTION 16. STORAGE CLOSETS

- 16.01 Baseball Association is assigned the storage closet attached to concession stand # 2 located between fields 6 and 7 as well as storage closet attached to concession stand #1 by field 4.
- 16.02 Softball Association is assigned the storage closet attached to the softball complex concession stand.
- 16.03 Soccer Association is assigned the storage closet attached to the soccer complex concession stand.
- 16.04 The City is not responsible for the security or storage of any content on the premises. Each Association acknowledges it is fully responsible for the storage of their contents on premises.
- 16.05 AED machine will be placed in storage closet, so Associations can access machine at all time. If storage area is not secured the negligent party will be responsible for any lost or damaged equipment.
- 16.06 City will have a shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 16.07 Association is responsible for keeping closet clean and area around irrigation boxes accessible. Staff needs to be able to access irrigation boxes and cleaning rack.

- 16.08 Per fire code electrical closet is to remain empty at all times. Placing anything in closet is subject to fine/penalties by the Fire Marshall.
- 16.09 Association will be given keys to their respected storage closet(s). Association agrees to maintain updated records of key log, when keys were given out and returned, and submit copies of these records to the City upon request.

SECTION 17. CITY PROCEDURES FOR ATHLETIC FIELD CLOSURES

- 17.01 The following are reasons for athletics field closure or postponement:
- a. Fields are too wet for play.
 - b. Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
 - c. Maintenance, renovation, or construction conditions exist.
- 17.02 The Rainout line, (940) 498-7505, will be updated and “Notify Me” alert will be activated by 4 p.m. on weekdays when conditions are questionable. If fields are in question over the weekend, an alert will be sent out by 7:00 a.m. If inclement weather occurs after this time, it will be up to the Association’s discretion for play, unless otherwise noted on the rainout line.
- 17.03 A minimum of 48 hours’ notice must be given for makeup/rainout reschedules. Fields may not be prepared and lights not activated if notice is not given.

SECTION 18. MAINTENANCE STANDARDS FOR PREMISES

- 18.01 City shall maintain quality turf areas, which includes mowing, weed control, fertilizing, and herbicide spraying as allowed by the City’s Budget.
- 18.02 The City may request additional funds from the Associations to help pay for the turf over seeding of perennial rye grass each fall.
- 18.03 The City shall prepare, chalk and or paint, fields for weekday games. All fields will be marked on Fridays for weekend games. Additional field prep over the weekend will be the responsibility of the Associations. Fields will be maintained periodically as needed for practice purposes.
- 18.04 The City shall maintain all bleachers.
- 18.05. The City shall properly secure all soccer goals with proper anchors.
- 18.06 The City shall maintain all shade structures.
- 18.07 The City shall provide and maintain all area and field lighting systems.
- 18.08 The City shall be responsible for the maintenance of all irrigation systems on the Premises.

- 18.09 The City shall be responsible for the maintenance of adjacent park irrigation systems and the watering of athletic turf areas.
- 18.10 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 2 – February 11 for winterization, depending on the severity of winter
- 18.11 Association shall be responsible for daily practice and game day collection of all litter on the Premises to include playing areas, fences, bleachers, concession stands, and adjacent grounds. (See section 12.08 for collection of litter at concessions.)
- 18.12 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.13 If, within the City’s judgment, the Association does not comply with litter collection, a notification will be issued in writing by the City requesting immediate compliance. If the City deems applicable, further compliance will result in a fee of \$30 per hour/per staff member for litter clean up.
- 18.14 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.
- 18.15 No “ball toss” or “soft pitch” batting practice is allowed into any chain link fence fabric on the premises.
- 18.16 Metal cleats will be permitted at Corinth Community Park Baseball field 4 and Softball fields 1 -3 only. Metal cleats are not allowed on any other City of Corinth field.

SECTION 19. UNLAWFUL ACTIVITIES

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

SECTION 20. ADULT SOFTBALL

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

SECTION 21. EXHIBITS

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

- Exhibit A – Field Allocation and Season Dates
- Exhibit B – Schedule of Required Documents and Deadlines
- Exhibit C - 2019 Proposed Tournament Dates
- Exhibit D – 2019 Dates
- Exhibit E – Co-Sponsorship Growth Application
- Exhibit F – Adult softball dates
- Exhibit G – Final Player Roster
- Exhibit H – Banner and Signs permit application

SECTION 22. SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

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

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

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

SECTION 23. TERM

The Association will sign the Bi-Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed bi-annually for all current Corinth Association members. This Agreement is effective January 1, 2019 through December 31, 2020. The City will provide the 2020 dates and concession stand fees to the associations in December of 2019. Thereafter, the Agreement must be renewed prior to the Association advertising and taking registration for a new season.

SECTION 24. AGREEMENT APPROVAL

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

SECTION 25. DEFAULT AND TERMINATION

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

Signature: V. Mitchell

City Representative: _____

Association: LCSA

Title: _____

Date: 11/13/18

Date: _____

Exhibit "A"
 FIELD ALLOCATION AND SEASON DATES
 2019

Association	Location	Dates
Baseball Association	Baseball Fields 4-9	Spring February 11 th – June 2 nd Monday/Tuesday night during the month of June Fall August 12 th – December 2 nd
	Backstops 1 – 2	January 1 st – December 31 st
	Multi-Purpose Fields 1-4 Southside	Spring February 12 th – June 2 nd Fall August 12 th – December 2 nd
Softball Association	Softball Fields 1 – 3	Spring February 11 th – June 2 nd Monday/Tuesday night during the month of June Fall July 29 th – December 2 nd
	Backstops 1 – 2	January 1 st – December 31 st
Soccer Association	Soccer Fields 3 of 4 fields	Spring February 12 th – June 3 rd Fall July 29 th – December 2 nd

Exhibit "B"

SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

2019

1. **January 7** - Association bylaws, board member names, addresses and phone numbers due.
2. **January 7** - Point of contact for Jason, field issues and Melissa, field availability due
3. **January 7** - Dates for 2019; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **January 7** - Schedule of upcoming board meetings due with Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 7** – Financial statements from previous year.
6. **One week prior to first practice** - Proof of Insurance due.
7. **3 business days prior to first practice** - Practice schedule due in SAMS calendar form.
8. **3 business days prior to first game** – Game schedule due in SAMS calendar form.
9. **One week prior to concession stand opening** – Valid health permit and food handling card.
10. **March 20** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **October 23** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **October 16** –Co-Sponsorship growth application due if association is needing more field space. See Exhibit "E"
13. **December 6** – City to provide Associations with 2020 dates

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

Exhibit "C"

2019 PROPOSED TOURNAMENT DATES

Baseball and Softball Fields

- April 13, 2019 – Baseball and softball fields will be closed from 6:00am to 5:00pm, Soccer fields will be closed until 1:00pm for Easterville
- May 4 – 5, 2019 – Travel Sports Baseball (Strike Against Cancer)
- June 21 – 26, 2019 – Travel Sports Baseball (World Series)
- June 28 – July 3, 2019 – Travel Sports Baseball (World Series)
- October 18, 2019 – October 20, 2019. All Fields closed for Pumpkin Palooza. Fields will reopen October 20, 2019 at 1:00pm

**EXHIBIT D
2019 Dates**

Spring 2019

Fields Open	Feb. 11, 2019	Fields Close	June 2, 2019
	Aug. 12 th for baseball		
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tryouts (July)	_____		
Tournament Dates	_____		
Built in Bye Week	_____		
Draft Dates (if fields are needed)	_____		

Fall 2019

Fields Open	July 29, 2019	Fields Close	Dec. 2, 2019
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tournament Dates	_____		
Draft Dates (if fields are needed)	_____		
Point of Contact for Jason	_____		
Point of Contact for Melissa	_____		

Schedule of Board Meetings

Date	Meeting Location	Time
January ____ 2019	_____	_____
February ____ 2019	_____	_____
March ____ 2019	_____	_____
April ____ 2019	_____	_____
May ____ 2019	_____	_____
June ____ 2019	_____	_____
July ____ 2019	_____	_____
August ____ 2019	_____	_____
September ____ 2019	_____	_____
October ____ 2019	_____	_____
November ____ 2019	_____	_____
December ____ 2019	_____	_____



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

Section 1: ASSOCIATION INFORMATION		Is association a registered non-profit organization: Yes or No	
Association Full Name:		Tax ID:	
Street Address:		Contact Name:	Contact Phone Number:
City, State, Zip Code:		Contact Email Address:	

SECTION 2: BRIEF DESCRIPTION GROWTH WITHIN ASSOCIATION JUSTIFYING ADDITIONAL FIELD SPACE

SECTION 3: ASSOCIATION REQUIREMENTS

A. Participant Information:

How many participants does your association service?	Fall:	Spring:
How many participants are Corinth residents?	Fall:	Spring:
Anticipated growth, residents?	Fall:	Spring:
Anticipated growth, non-residents?	Fall:	Spring:

B. Field Requirements:

Current field(s) assignment?	Fall:	Spring:
What additional field(s) would your association need access to?	Fall:	Spring:
Does your association require access to lighted fields?	Fall:	Spring:
How many days a week would your association need access to the fields?	Fall:	Spring:
What times would your association need access to the fields?	Fall:	Spring:
What dates would the association need access to the fields for practice, games, playoffs, etc.	Fall:	Spring:

Association President: _____ Date: _____

Please submit application and requested documentation by October 1, 2019.

EXHIBIT F

Adult Softball

2019 Dates	
Spring Season	Dates
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
Summer Season	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	
Fall Season	
Registration Closes	
Payment Due to City	
Men's Season Starts	
Coed Season Starts	
Men's Season Ends	
Coed's Season Ends	

Adult Softball Team Registration Report - Summer			
Coach	Team	League	Division
Smith	Rangers	Adult Men	2
Johnson	Tigers	Adult Coed	1

EXHIBIT G

Final Player Roster

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

Final Player Roster Total

City	Total		
Denton	1		
Corinth	2		
Highland Village	1		
Lewisville	1		
Total	5		

CONSENT ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: Flood Mitigation Grant Applicaton

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider the delegation of authority to the city manager to sign the Flood Mitigation grant application.

AGENDA ITEM SUMMARY/BACKGROUND

City staff, through Jones & Carter Engineering, is preparing an application seeking flood mitigation grant funding to address the flood issues along Lynchburg Creek. The applications are due in late December/early January. Staff is seeking authorization for the city manager to sign the application so it can be submitted prior to the deadline.

RECOMMENDATION

Approval of the delegation of authority.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: Trails at Shady Rest Rezoning
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

BUSINESS:

Conduct a Public Hearing and consider testimony and act upon a rezoning request for an approximate 26.39 acre tract of land from SF-2, Single Family Residential (Detached) to a PD, Planned Development zoning district with a base zoning designation of SF-4, Single Family Residential (Detached). The property is situated in the J. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas and generally located north of Walton Drive, south of Black Jack Lane, east of North Corinth Street, and west of Shady Rest Lane. (Trails at Shady Rest Rezoning)

- Staff Presentation
- Applicant Presentation
- Public Hearing
- Response by Applicant
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

The applicant is requesting approval of a rezoning request to develop a single family detached residential subdivision.

Existing Zoning Standards "SF-2":

- Minimum lot width (100ft.)
- Minimum lot size (14,000 sqft.)
- Front setback (25ft.)
- Rear setback (30ft.)
- Side setback (7.5ft.)
- Building coverage (30%)
- Minimum home size (2,000 sqft.)

The proposal intends to amend the following standards found within the SF-4 Single Family Residential zoning district.

Proposed Standards:

- Amended minimum lot widths (50ft, 60ft & 80ft.)
- Amended minimum lot sizes (5,500 sqft, 6,600 sqft, and 8,800 sqft.)
- Reduced rear setback (10ft, 15ft when backing to ROW & 20ft when backing to existing single family to north)
- Reduced side setback (5ft)

- Increased building coverage (70%)
- Amended minimum home size (from 1,500 sqft. to up to 2,000 sqft. depending on lot size)

The developer’s proposal is to develop a mixture of product types fifty (50), sixty (60) and eighty (80) feet in width, comprised entirely of single family detached homes.

The developer has worked with staff to increase the garage setback so that the face of the garage is flush with or set back from the front façade of the house in order to discourage a “snout nosed” appearance when the homes are viewed from the street. Additionally, the developer is proposing enhanced architectural features to be incorporated into their garage design including, columns, sconce lighting, and decorative overhangs. It is staff’s belief that this will provide a better overall appearance of the neighborhood.

According to the City’s adopted trails plan there is to be a hike and bike trail bisecting this property in an east/west direction towards the NCTC campus as well as a north/south trail along Shady Rest Lane. The developer has agreed to incorporate both of these trails as required by the City’s Ordinances.

During Staff’s initial meeting with the applicant staff informed the applicant that according to the City’s adopted Comprehensive Plan this area is slated to be developed as a “Mixed Use with Residential” area as well as a “Transit Oriented Development” area. The intent for this area near North Central Texas College and existing DCTA light rail line was to accommodate a variety of housing types including townhomes, multi-family, and denser detached single family products. The applicant has responded by proposing a varying mix of higher density product types within the development, and by incorporating trails throughout the neighborhood which will assist in facilitating pedestrian access to any future transit and retail/dining opportunities which may develop in the future.

RECOMMENDATION

Planning and Zoning Commission Recommendation:

At the Planning and Zoning Commission Meeting on November 12, 2018 the Commission voted to unanimously (5-0) approve the rezoning request.

Staff Recommendation:

Staff recommends approval of the rezoning request as presented.

Attachments

Ordinance

**ORDINANCE NO. 18-12-06-
TRAILS AT SHADY REST PLANNED DEVELOPMENT DISTRICT #51**

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, BY AMENDING THE ZONING CLASSIFICATION FROM SF-2, SINGLE FAMILY RESIDENTIAL (DETACHED) TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) ON AN APPROXIMATE 26.39 ACRE TRACT OF LAND LEGALLY DESCRIBED AS THAT TRACT OF LAND SITUATED IN THE J. WALTON SURVEY, ABSTRACT NUMBER 1389, CITY OF CORINTH, DENTON COUNTY, TEXAS, PROVIDING FOR A DESIGN STATEMENT; PROVING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN; 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, the Property (described below in Exhibit "A") is zoned as PD-Planned Development zoning district more specifically identified as Trails at Shady Rest Planned Development District No. 51 ("PD-51") with a base zoning designation of SF-4, Single Family Residential (Detached) under the City's Unified Development Code and designated on the City's Zoning Map, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property; and

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

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and 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 change in zoning for the Property 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, is hereby amended to change the zoning classification on an approximate 26.39 acre tract of land described in "Exhibit A" attached hereto and incorporated herein (the “Property”), **from SF-2, Single Family Residential (Detached)** to a PD-Planned Development zoning district with a base zoning designation of SF-4, Single Family Residential (Detached) and identified as Trails at Shady Rest Planned Development District No. 51 (“PD-51”), and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.
PLANNED DEVELOPMENT CONCEPT PLAN**

The Planned Development Concept Plan for the Property as set forth in “Exhibit B”, a copy of which is attached hereto and incorporated herein, is hereby approved.

**SECTION 4.
LAND USE REGULATIONS**

- A. The Zoning and Land Use Regulations set forth in “Exhibit C” attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district with a base zoning designation of SF-4, Single Family Residential (Detached). In the event of conflict between the provisions of “Exhibit C” and provisions of any other City zoning regulations, including without limitation the regulations governing SF-4, Single Family Residential (Detached) zoning district, the provisions of “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 Planned Development Concept Plan (Exhibit “B”) and the Land Use Regulations (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 PD Concept Plan and Land Use Regulations. The PD Concept Plan and Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.

- D. If a change to the **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 06th DAY OF DECEMBER, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description – O'Flaherty

16.93 ACRES

Being all that certain tract of land lying in the Jim Walton Survey, Abstract Number 1390, Denton County, Texas, and being all of a tract of land described in a deed to Marsha Lou O'Flaherty and the O'Flaherty Family Trust, recorded in Instrument Number 2008-118133, Real Property Records, Denton County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a capped iron rod found stamped "KAZ:", being the Southeast corner of the herein described tract and the Northwest corner of a tract of land described in a deed to Alonzo Dorris Cate and Welna June Cate, recorded in Volume 435, Page 211, Deed Records, Denton County, Texas;

THENCE North 89 Degrees 42 Minutes 01 Seconds West, 346.48 feet to a fence corner, being the most Southerly Southwest corner of the herein described tract;

THENCE North 03 Degrees 09 Minutes 30 Seconds West, 279.36 feet to a capped iron rod found, being a reentrant for the herein described tract;

THENCE South 89 Degrees 12 Minutes 22 Seconds West with the North line of a tract of land described in a deed to Oleta Ford, recorded in Volume 494, Page 677, of said Records, and with the North line of Lot 1, Block A, Metroplex Cabinets Addition, recorded in Document Number 2004-30693, Plat Records, Denton County, Texas, 971.19 feet to a ½ inch iron rod found in the East line of a tract of land described in a deed to North Central Texas College, recorded in Volume 4757, Page 1370, of said Records, same being the most Westerly Southwest corner of the herein described tract;

THENCE North 00 Degrees 07 Minutes 51 Seconds East, 494.86 feet to a ½ inch iron rod found, being the Northwest corner of the herein described tract and being in the South line of Somerset Addition, recorded in Cabinet N, Pag 29, of said Records;

THENCE North 89 Degrees 32 Minutes 47 Seconds East, 422.43 feet to a ½ inch iron rod found;

THENCE North 89 Degrees 36 Minutes 12 Seconds East, 107.58 feet to a 5/8 inch iron rod found, being the Southwest corner of Oaks of Corinth Addition, recorded in Cabinet X, Page 354, of said Records;

THENCE North 89 Degrees 51 Minutes 28 Seconds East with the South line of said Oaks of Corinth Addition, 420.10 feet to a capped iron rod found stamped "ARTHUR";

THENCE South 89 Degrees 58 Minutes 43 Seconds East, 21.50 feet to a capped iron rod found stamped "ARTHUR";

THENCE South 89 Degrees 33 Minutes 00 Seconds East, 5.73 feet to a ½ inch iron rod found;

THENCE South 89 Degrees 45 Minutes 35 Seconds East, at 310.36 feet passing a 2 inch metal fence corner post, and continuing for a total of 317.49 feet to a point, being the Northeast corner of the herein described tract and being the Southeast corner of Lot 1, Block A, Cab Estates, recorded in Instrument Number 2011-202, of said Records;

THENCE South 02 Degrees 46 Minutes 00 Seconds East with the West line of said Road, 766.80 feet to the PLACE OF BEGINNING, containing 16.93 acres of land more or less.

Legal Description – Ford

3401 Walton Drive

Being a 9.46 acre tract of land situated in the J. Walton Survey, Abstract No. 1389, Denton County, Texas, same being a portion of that tract of land conveyed to Oleta Ford, by deed recorded in Volume 494, Page 677, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING of 1/2 inch iron rod found for corner, said corner being on the North line of Walton Drive (variable width right-of-way) and the Southeast corner of Lot 1, Block A, Metroplex Cabinets Addition, an Addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 557, Plat Records, Denton County, Texas;

THENCE North 00 degrees 40 minutes 29 seconds West, along the East line of said Lot 1, a distance of 859.03 feet to a 1/2 inch iron rod found for corner, said corner being on the South line of that tract of land conveyed to Marsha Lou O'Flaherty Trustee of the O'Flaherty Family Trust (Tract 2), by deed recorded in Instrument No. 2008-118133, Deed Records, Denton County, Texas, and the Northeast corner of said Lot 1;

THENCE South 89 degrees 06 minutes 44 seconds East, along the South line of said O'Flaherty (Tract 2) tract, a distance of 476.37 feet to a 1/2 inch iron rod found for corner, said corner being on the West line of that tract of land conveyed to Marsha Lou O'Flaherty Trustee of the O'Flaherty Family Trust (Tract 1), by deed recorded in Instrument No. 2008-118133, Deed Records, Denton County, Texas, and the Southeast corner of said O'Flaherty (Tract 2) tract;

THENCE South 00 degrees 55 minutes 42 seconds East, along the West line of said O'Flaherty (Tract 1) tract, and continuing along the West line of that tract of land conveyed to Alonzo Dorris Cate and wife, Welna June Cate, by deed recorded in Volume 435, Page 211, Deed Records, Denton County, Texas, a distance of 864.61 feet to a 1/2 inch iron rod found for corner, said corner being on the North line of said Walton Drive, and the Southwest corner of said Cate tract;

THENCE North 88 degrees 27 minutes 38 seconds West, along the North line of said Walton Drive, a distance of 480.38 feet to the POINT OF BEGINNING and containing 412,012 square feet or 9.46 acres of land.

EXHIBIT "B"
PD CONCEPT PLAN

**EXHIBIT “C”
LAND USE REGULATIONS**

SECTION 1: BASE DISTRICT

A. Purpose

The regulations set forth in this Exhibit “C” provide development standards for single family residential designations within the Trails at Shady Rest Planned Development District No. 51 (“PD-51”). The boundaries of PD-51 are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on Exhibit “B” to this Ordinance. A use that is not expressly authorized herein is expressly prohibited in this Planned Development (PD) District No. 51.

B. Base District

In this PD-51, the “SF-4” Single Family Residential District (Detached) regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08 shall apply except as modified herein. If a change to the Concept Plan 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.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

The PD-51 district is intended to provide for a quality development of a residential community taking advantage of the location and infill qualities.

B. Permitted Uses and Use Regulations

In the PD-51 district, no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless permitted by the SF-4 Single Family Residential District (detached) regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance.

The Permitted Uses in the SF-4 Single Family Residential District (Detached) as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted uses in the PD-51 district.

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the SF-4 Single Family Residential (Detached) shall apply within the PD-51 district, except as follows:

General Dimensional Requirements

	SF-4 (Base Zoning)	Trails at Shady Rest Planned Development Standards
Minimum Front Yard Setback*	25'	20' for J-swing garages 25' for front entry garages
Minimum Side Yard Setback	7.5'	5'
Minimum Rear Yard Setback	30% of depth up to 30'	10' 15' for block G lots 1-3 when backing up to an adjacent thoroughfare. 20' for block A lots 1-13 as shown on the Concept Plan, when backing up to an existing single-family neighborhood.
Minimum Lot Area	7,500 square feet	*See "Lot Specific Dimensional Requirements"
Minimum Lot Width	70' at building line / 60' at front property line	*See "Lot Specific Dimensional Requirements"
Minimum Lot Depth	100'	100'
Minimum Floor Area	1,500 square feet	*See "Lot Specific Dimensional Requirements"
Maximum Height	35' / 2.5 Stories	36' / 2.5 Stories
Maximum Building Coverage	30%	70%
Garage Orientation		*See "Lot Specific Dimensional Requirements"

Lot Specific Dimensional Requirements

Lot Sizes	50's	60's	80's
Minimum Lot Width	50'	60'	80'
Minimum Lot Depth	100'	100'	100'
Minimum Lot Area	5,500 SF	6,600 SF	8,800 SF
Minimum Area/Dwelling Unit (SF)	1,500 SF	1,800 SF	2,000 SF
Garage Orientation	All front facing garages must be even with the front building façade or recessed from the front building façade.		
	*All lots backing to an existing single family subdivision shall be a minimum of 80 feet in width.		

D. Development Standards

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the SF-4 Single Family (detached) District, as amended shall apply to all development within the PD-51 district except as follows:

1. See the following sections of the City of Corinth Unified Development Code (“UDC”) for development standards:
 - a. UDC Section 2.07.07 **Accessory Buildings and Uses** shall apply.
 - b. UDC Section 2.09.01 **Landscape Regulations** shall apply.
 - c. UDC Section 2.09.02 **Tree Preservation Regulations** shall apply.
 - d. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply, except;
 1. Front entry garage access shall be permitted where the respective building setback line is a minimum of twenty five feet (25’).
 - e. UDC Section 2.09.04 **Building Façade Material Standards** shall apply and all garages shall incorporate a minimum of two (2) of the following architectural features:
 1. Sconce lighting
 2. Decorative banding or molding
 3. Decorative overhangs above garage doors
 4. Eyebrow soldier course over garage doors
 5. Decorative details above garage
 6. Decorative brackets on garage doors (“carriage-style”)
 7. Columns flanking garage doors
 - f. UDC Section 2.09.05 **Residential Adjacency Standards** shall apply.
 - g. UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply.
 - h. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply.
 - i. UDC Section 4.01 **Sign Regulations** shall apply.
 - j. UDC Section 4.02 **Fence and Screening Regulations** shall apply, except:
 - i. There shall be a spruce fence with masonry columns along the portions of the Property that abut Shady Rest Lane and Walton Road. Where there is a cul-de-sac or detention pond, the fencing shall be tubular steel with masonry columns.
 - ii. The other Property boundaries shall have spruce fencing as installed by the builders in accordance with applicable City ordinances.

E. Amenities

1. The following amenities shall be required in the common open space areas:
 - a. All sidewalks shall be a minimum width of four (4) feet.
 - b. The trail along Shady Rest Lane shall be a minimum width of ten (10) feet and shall be a part of the City of Corinth's Master Trail Plan.
 - c. The trail along the northern most street will be a minimum width of six (6) feet and shall be a part of the City of Corinth's Master Trail Plan.
 - d. Pocket parks shall be incorporated throughout the Property and shall include amenities including but not limited to benches and dog waste baskets. Pocket parks and amenities shall be maintained by the Home Owners Association for the Property.
 - e. 3" tree plantings at 50' off center will be planted along Walton and Shady Rest.

2. Common lots will have the following amenities:
 - a. 1X - 6' and 10' trails with tubular steel fencing with masonry columns along the northern and eastern boundaries. Park benches, dog waste baskets and or picnic tables will also be incorporated along the trails. Sod will also be installed.
 - g. 5X - Sidewalk along the western and southern boundaries. Park benches, dog waste baskets and or picnic tables will also be incorporated. Sod will also be installed.
 - h. 6X - 10' trail with sod. In addition there will spruce fencing with masonry columns along the residential side yards and tubular steel fencing with masonry columns along the cul-de-sac. 10' foot trail with sod will also be installed.
 - i. 8X - Spruce fencing with masonry columns along the side yard of lot. Sod will also be installed.
 - j. 7X - Spruce fencing with masonry columns along the residential backyards and tubular steel fencing with masonry columns along the detention pond. Side walk and sod will also be installed. Park benches, dog waste baskets and or picnic tables will also be incorporated along the trails

BUSINESS ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: Strategic Plan

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider adoption of the Strategic Plan - *Embracing the Future , Corinth 2030*.

AGENDA ITEM SUMMARY/BACKGROUND

The City, Community Stakeholders, and Staff have been diligently working on the Strategic Plan since March of this year. This Plan is the City's guide to carry out the vision statement through the identification and prioritization of goals and objectives, future trends, and desired outcomes.

Recommended strategies and actions identified in the Plan include land development, infrastructure development, and economic development with the last step of an implementation schedule to achieve the plan's direction by 2030.

The final plan will be sent under separate cover early next week. It is undergoing grammatical corrections.

RECOMMENDATION

Adoption of the Strategic Plan - *Embracing the Future , Corinth 2030*.

BUSINESS ITEM 9.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: Resolution

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: Yes

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on Legislation Resolution establishing guidelines for the 2019 legislative session.

AGENDA ITEM SUMMARY/BACKGROUND

During the session, staff will seek approval of a bill to permit the city to partially fund the fire department with sales tax. In addition, staff may be asked to provide background information or testimony on various bills. As staff meets with legislators or provides testimony on the bill, they are often asked if the city council has approved staff involvement. This resolution will provide that assurance. The resolution outlines what issues staff is allowed to provide feedback. The issues are taken from the TML legislative agenda and the North Texas Commission legislative agenda.

RECOMMENDATION

Adoption of the resolution

Attachments

2019 Legislative Session

RESOLUTION NO. 18-12-06-

A RESOLUTION OF THE CITY OF CORINTH, TEXAS, ESTABLISHING GUIDELINES FOR THE 2019 LEGISLATIVE SESSION.

WHEREAS, bills have been introduced to cap the amount of property tax revenue cities can collect each year in a misguided effort to reduce the property tax burden on homeowners and businesses; and

WHEREAS, the FEMA floodplain has been updated within Corinth causing property, including 82 homes, to be added to the 100 year floodplain; and

WHEREAS, the city seeks authorization to fund a position of the fire department through the sales tax; and

WHEREAS, cities need flexibility to address asset management issues in the future; and

WHEREAS, the City Council desires to provide guidance to the city staff with regard to the legislative activities.

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

1. All of the above recitals are true and correct.
2. The City Council of the City of Corinth, Texas, is opposed to the legislative imposition of a revenue cap and legislative interference with local services and will therefore support and preserve local government's responsibility to establish appropriate means to adequately fund services and govern.
3. The city staff is directed to provide testimony and background information in seeking passage of SB _____ (Nelson) and HB ____ (Stucky) to partially fund the fire department through sales tax.
4. The City staff is directed to provide briefing information and testimony in an effort to secure flood mitigation funding assistance.
5. City staff is authorized to provide briefing information and testimony, as applicable, to bills based on the following guidelines:
 - i. **Support:** Local responsibility for property taxation decisions and appraisals.

- ii. **Oppose:** Any bill that would be discriminatory or otherwise damage Texas' reputation as a business-friendly state.
- iii. **Oppose:** Any attempt by the state legislature to preempt cities or counties ability to govern and raise funds as determined necessary, with an emphasis on funding for asset management.
- iv. **Oppose:** Unfunded mandates placed on our local municipalities that are veiled as solutions for education funding.
- v. **Support:** Maintain existing laws relating to eminent domain authority to allow planning and development of new and/or expanded transportation corridors including high speed rail, commuter rail, freight rail, highways, telecommunications, gas pipelines and water supply projects.
- vi. **Support:** All tools necessary for successful construction of transportation projects including toll roads, tolled managed lanes, design build, concessions and any other financing avenues available including public-private partnerships and comprehensive development agreements.
- vii. **Support:** Continuing the policy of no diversions from the Highway Fund.
- viii. **Oppose:** Any legislation or executive order that may claw back or divert funds from voter approved propositions 1 and 7.
- ix. **Support:** 60X30TX, the tri-agency plan having 60% of Texans between the ages of 25-34 hold a degree or post-secondary certificate by 2030.
- x. **Support:** Legislation that would ease the transferring of credits from community colleges to other public institutions.
- xi. **Support:** A process of increased input from the business community with regards to curriculum development at the State Board of Education.
- xii. **Support:** Initiatives to support research and attract more world class scientists to North Texas, including funding for the Governor's University Research Initiative.

PASSED AND APPROVED by the City Council this ____ day of _____, 20__.

Bill Heidemann, Mayor

Kim Pence, City Secretary

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: Asset Management Policy

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Resolution adopting the Strategic Asset Management Policy.

AGENDA ITEM SUMMARY/BACKGROUND

The City is responsible for providing a range of essential services to the community, including safe and reliable transportation infrastructure, environmental infrastructure, drinking water, and recreation programs and opportunities. To deliver these services, it owns and manages a diverse municipal infrastructure asset portfolio of roads, bridges, culverts, watermains, storm sewers, equipment, land, land improvements, facilities, parks, and trails, to name a few. As the social, economic, and environmental wellbeing of the community depends on the reliable performance of these municipal infrastructure assets it is critical to implement a systemic, sustainable approach to their management.

This policy introduces an integrated Asset Management System (AMS) across all asset classes. The AMS adopted for each asset class will be consistent with international standards and commensurate with the size and importance of those asset classes.

The policy creates a senior management team, the Asset Management Team (AMT), to oversee the development, implementation and continuous improvement of all components of the Asset Management System. Cody Collier, Public Works Director will serve as the Chair of the AMT and will be responsible for the overall design, maintenance, documentation, review and improvement of the City's Asset Management System. Other members of the team include: Garrett Skrehart, GIS Supervisor; George Marshall, City Engineer; Ben Rodriguez, Planning Manager; Chris Rodriguez, Assistant Finance Director; Becky Buck, Comptroller; Melissa Dolan, Public Works Special Projects Manager.

The approval of this policy is an important step towards integrating the Municipality's strategic goals with its asset management program, and ensuring that critical municipal infrastructure assets and vital services are maintained and provided to the community in a consistent, reliable and sustainable manner.

RECOMMENDATION

Staff recommends approval of the Strategic Asset Management Policy.

Attachments

Asset Management Policy
Resolution

CITY OF CORINTH

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

SUBJECT: STRATEGIC ASSET MANAGEMENT POLICY	INITIAL APPROVAL DATE: 12-06-2018
NEXT POLICY REVIEW: March 1, 2021	LAST REVISION DATE: 12-06-2018

1. PURPOSE

The purpose of this policy is to provide leadership in and commitment to the development and implementation of the City's asset management program. It is intended to guide the consistent use of asset management across the organization, to facilitate logical and evidence-based decision-making for the management of municipal infrastructure assets and to support the delivery of sustainable community services now and in the future.

By using sound asset management practices, the City will work to ensure that all municipal infrastructure assets meet expected performance levels and continue to provide desired service levels in the most efficient, reasonable and effective manner. Linking service outcomes to infrastructure investment decisions will assist the Municipality in focusing on service, rather than budget driven asset management approaches.

This policy demonstrates an organization-wide commitment to the good stewardship of municipal infrastructure assets, and to improved accountability and transparency to the community through the adoption of best practices regarding asset management planning.

2. POLICY STATEMENT

This policy introduces an integrated Asset Management System (AMS) across all asset classes. The AMS adopted for each asset class will be consistent with international standards and commensurate with the size and importance of those asset classes.

The City of Corinth has a strategic role in providing an accessible street system, a dependable water system, a safe wastewater system, an adequate stormwater system, quality buildings, and dependable machinery, equipment, and vehicles that contribute to our economic development and enhances the quality of life for all Corinth residents. Long-term sustainable asset management is essential to fulfilling this role and delivering cost-effective infrastructure and services.

The approval of this policy is an important step towards integrating the Municipality's strategic goals with its asset management program, and ensuring that critical municipal infrastructure assets and vital services are maintained and provided to the community in a consistent, reliable and sustainable manner.

2.1 Policy Principles

The Following principles collectively guide the current management and future development of Corinth's infrastructure assets:

- Implement international best practice benchmarks for asset management.
The ISO 55000 suite of standards will be the international benchmark used by Corinth.
- Deliver a 'fix it first' approach.
Use the full potential of existing assets by proactively repairing or rehabilitating assets rather than replacing them to ensure their sustainability.
- Ensure life-cycle costs are factored into infrastructure investment decision-making.
Capital expansion programs and projects will be accompanied by a clear position on the ongoing funding required to maintain and operate the new assets and services.
- Provide 'fit for purpose' solutions.
Maintain existing assets to a 'fit for purpose' condition that is sustainable.

Corinth will define appropriate, affordable levels of service which balance performance, costs and risks over the asset's life to ensure the full range of assets are sustainable.

3. SCOPE

This policy covers the physical assets that comprise the city's infrastructure network and the integrated asset management system including data, processes, information system, governance, knowledge and capability.

The department's transport infrastructure asset classes covered by this policy include:

- Roads
- Bridges and culverts
- Water systems
- Wastewater systems
- Stormwater systems
- Buildings and facilities
- Machinery and equipment
- Vehicles

Although human factors such as leadership, motivation and culture are not directly addressed within the scope of this policy, they are critical to successfully achieving optimized and sustainable asset management and require due consideration. This is applicable to all the department's managers, employees, contractors and suppliers.

4. ROLES AND RESPONSIBILITIES

The development and continuous support of the Municipality's asset management program requires a wide range of duties and responsibilities. The following passages outline the persons responsible for these tasks:

A. Council

1. Approve the AM policy
2. Maintain adequate organizational capacity to support the core practices of the AM program
3. Prioritize effective stewardship of assets in adoption and ongoing review of policy and budgets
4. Monitor levels of service

B. City Manager

1. Development of recommended policy and policy updates
2. Provide organization-wide leadership in AM practices and concepts
3. Provide departmental staff coordination
4. Establish and monitor levels of service
5. Coordinate and track AM program implementation and progress

C. Asset Management Team (AMT)

1. Development of recommended policy and policy updates
2. Provide corporate oversight to goals and directions and ensure the AM program aligns with the Municipality's strategic plan
3. Ensure that adequate resources are available to implement and maintain core AM practices
4. Provide departmental staff coordination
5. Establish and monitor levels of service
6. Track, analyze and report on AM program progress and results
7. External resources will contribute to development of condition ratings, lifecycle calculations, risk analysis and management, and cost estimates. External resources will also be responsible for providing legal advice.

D. Departmental Staff

1. Utilize the new business processes and technology tools developed as part of the AM program
2. Participate in implementation task teams to carry-out AM activities
3. Establish and monitor levels of service
4. Provide support and direction for AM practices within their department
5. Track, analyze and report on AM program progress and results

5. POLICY IMPLEMENTATION

Corinth will convene a senior management team, the Asset Management team (AMT), to oversee the development, implementation and continuous improvement of all components of the Asset Management System.

Corinth will measure and report on the Asset Sustainability Ratio as a key performance indicator on an annual basis. The city will also benchmark its progress against ISO 55000 requirements on a regular basis.

The Public Works Director is the chair of the Asset Management Team and is responsible for the overall design, maintenance, documentation, review and improvement of the City's Asset Management System.

The components of the Asset Management System will include:

- Asset management policy
- Asset management strategies and objectives
- Asset management plans
- High level action plans for improvement of asset management practice across Corinth in the Capital Improvement Plan (CIP), and
- Performance monitoring, reporting and review processes.

5.1 International Asset Management Standard

International asset management specifications highlight the importance of city-wide asset management policies as part of an integrated suite within an Asset Management System. The contents of this policy confirm to the direction and intent of the ISO 55000 suite of international asset management standards. ISO 55001 specifies that an organization shall establish, implement, maintain and continually improve an asset management system, including the processes needed and their interactions. In addition, the city shall develop a Strategic Asset Management Plan which includes documentation of the role of the asset management system in a supporting achievement of asset management objectives.

6. OBJECTIVES

The objective of this policy is to set the direction and framework required for infrastructure asset sustainability, and to include:

- Ensuring that the City's infrastructure assets are managed in a sustainable manner, with appropriate levels of service that balance the needs of residents and the environment within available funding and consistent with the city's risk framework.
- Safeguarding the City's infrastructure assets and employees by implementing effective asset management strategies and providing the necessary financial resources for those assets.
- Ensuring resources required and operational capabilities are identified and responsibility for asset management is allocated.

- Assigning clear responsibilities and accountabilities for the ownership and control of the City's infrastructure assets and the associated reporting responsibilities.
- Maximizing value-for-money, taking into account the full costs of providing, holding, using, maintaining and disposing of assets throughout their lifecycles.
- Optimizing the infrastructure solutions through improved management and economies of scale.
- Demonstrating transparent and responsible asset management processes that align with established best practices.

7. BENEFITS

The benefits to the City of implementing this policy include development a comprehensive asset management system that provides optimized lifecycle asset management across the city.

8. RISK MANAGEMENT

All components of the Asset Management System shall be developed in line with the principles of the City's Risk Management Framework.

9. PERFORMANCE ASSESSMENT AND IMPROVEMENT

Corinth is committed to continual improvement in asset management practices and asset management performance.

Corinth will define, through a Capital Improvement Plan (CIP), mechanisms for performance assessment and continual improvement of asset management system and practices that will include a reporting and review framework managed through the Asset Management Team including:

- Performance and condition monitoring
- Investigation of asset-related failures, incidents and non-conformities
- Evaluation of compliance
- Audit
- Improvement actions
- Records

Corinth will develop Asset Management Plans for each of its asset classes that will:

- Define performance measures for the asset based on city objectives, Council priorities, asset management objectives and recognized best practices.
- Review available resources
- Identify performance gaps, if any
- Define options to close the gaps based on sustainability principles and risk
- Outline improvements to the asset required to achieve sustainability.

10. REFERENCES

References include, but are not limited to:

- International Organization for Standardization (ISO), ISO 55000, 55001, and 55002
- IPWEA International Infrastructure Management Manual

11. POLICY REVIEW

This policy shall be reviewed on a biennial basis. The next review of this policy is due on March 1, 2021.

RESOLUTION NO. 18-12-6-_____

**A RESOLUTION REVIEWING AND APPROVING THE STRATEGIC ASSET
MANAGEMENT POLICY FOR THE CITY OF CORINTH; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council has reviewed and approved the Strategic Asset Management Policy attached hereto as Exhibit A, and

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

SECTION 1. That the City Council has reviewed the attached Strategic Asset Management Policy, which contain the strategies and policies of implementing and developing a comprehensive asset management system that provides optimized lifecycle asset management across and the city, and hereby approves the Strategic Asset Management Policy.

SECTION 2. That the Public Works Director is the chair of the Asset Management Team and is responsible for the overall design, maintenance, documentation, review and improvement of the City's Asset Management System.

SECTION 3. That all resolutions or parts of resolutions in force when the provisions of this resolution became effective which are inconsistent or in conflict with the terms or provisions contained in this resolution are hereby repealed to the extent of any such conflict only.

SECTION 4. That this resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this the 6th day of December 2018.

Bill Heidemann, Mayor

ATTEST:

Kim Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

EXHIBIT A- STRATEGIC ASSET MANAGEMENT POLICY
Pages 1 through 6

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: PACE Resolution

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Resolution calling a public hearing on January 10, 2019 relative to the City's intent to establish the City of Corinth Property Assessed Clean Energy Program ("City of Corinth PACE") and finding that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.

AGENDA ITEM SUMMARY/BACKGROUND

The Texas legislature approved a new law in 2013 establishing the Property Assessed Clean Energy Act (the "PACE ACT"). The law allows local governments to establish PACE programs that enable commercial, industrial, agricultural, nonprofit, and multifamily property owners to voluntarily tie the obligation to repay the cost of energy and water efficiency improvements to their property with a property assessment. The PACE property assessment eliminates the current barriers to investment in maintaining property and allows the obligation to stay with the property and transfer to subsequent owners. The PACE program is a voluntary tool that enables owners to lower their operating costs and pay for eligible improvements with the savings generated, taking advantage of affordable, long-term financing provided by private capital providers.

The PACE program has currently been adopted by 15 counties and 8 individual cities in Texas. The DFW area adopters include the cities of Dallas, Farmers Branch and Prosper along with Tarrant County.

There is no cost to the City of Corinth

RECOMMENDATION

Adoption of the resolution

Attachments

Resolution of Intent
Corinth Report

RESOLUTION NO. 18-12-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, OF INTENT TO ESTABLISH A CITY OF CORINTH PACE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a municipality, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Corinth will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s jurisdiction as a region within which a designated City of Corinth authorized representative and the record owners of qualified real property may enter into PACE financing arrangements:

NOW, THEREFORE, be it resolved by the City Council of the City of Corinth that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.
2. The City of Corinth hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
3. The City of Corinth intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property. The program is to be called the City of Corinth Property Assessed Clean Energy Program (“City of Corinth PACE”).
4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within the City's jurisdiction are the boundaries of the region where PACE financing and assessments can occur.
6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City of Corinth's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City of Corinth will not, at this time, provide financing of any sort for the PACE program.
7. The City of Corinth will contract with a qualified non-profit organization to be the independent third-party Authorized Representative.
8. The City will consult with the County Tax Assessor/Collector for the County of Denton.
9. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the Internet website of the City of Corinth and in the office of the City Manager at 3300 Corinth Parkway, Corinth, Texas 76208 and is incorporated in this resolution and made a part hereof for all purposes.
10. The City Council will conduct a public hearing on the proposed PACE program and report on January 10, at 7:00p.m. in the City Council Room, City Hall, 3300 Corinth Parkway, Corinth, Texas 76208.

Adopted this _____ day of _____, 2018.

BILL HEIDEMANN, MAYOR

KIM PENCE, CITY SECRETARY

APPROVED AS TO FORM

CITY ATTORNEY

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009

FOR PROPOSED CITY OF CORINTH

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for the City of Corinth Property Assessed Clean Energy (PACE) Program (**the “program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The City of Corinth and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the City of Corinth is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The 2015 legislative session streamlined the process.

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The annual utility cost savings derived from improvements financed with PACE loans are expected to exceed the amount of the annual assessment payments. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers which often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The City of Corinth PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the City’s PACE region may participate in PACE financing. **“Eligible Properties”** include commercial, industrial, and multi-family residential properties with

five or more dwelling units. Government, residential¹, and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. “*Qualified Improvements*” are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

¹ This encompasses single family residential and any multi-family properties less than five units.

4. Benefits of PACE to the City of Corinth

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities for laborers and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the City to meet its water conservation goals

Finally, EPA regulations have significant impacts on air quality standards in Texas. For example, the recent adjustment in the NAAQS to a lower standard increased the difficulty for the City to bring the area into attainment. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding. Through the reduction in energy consumption, as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants.

The PACE program requires minimal support from the City. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the City's general fund.

The 84th Texas Legislature added a provision that explicitly shields County and its employees members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.²

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

² TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. The PACE Act further authorizes the City to enter into a contract with a third party to provide administrative services for the PACE program (the “*Authorized Representative*”). The City of Corinth intends to delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the City.

The Authorized Representative will be funded by transaction fees paid by the parties, charitable grants or other sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the City. Periodic updates to the standard form documents (described in Section 9) will be necessary as the program evolves, incorporating best practices and standardizing the PACE contracts across various PACE programs. The Authorized Representative will be tasked with maintaining the form contracts and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The City will follow best practices of other PACE programs by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business
- Small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and
 - Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years’ experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the City or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the City limits
- b. Form Contract with Owner. A form contract between the City of Corinth and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the City of Corinth and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the City of Corinth with the county Clerk is attached to this Report as Exhibit 4.

- d. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more dwelling units;³ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁴

³ TX. Local Gov't Code §399.002(5).

⁴ TX. Local Gov't Code §399.002(3).

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁵

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes a municipality to delegate administration of the PACE program to a third-party “representative.” The City of Corinth intends to delegate all official administrative responsibilities, like the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager/ or his/her designee.
- f. Plans for Insuring Sufficient Capital⁶. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner’s financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- g. No Use of Bonds or Public Funds. The City of Corinth does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- h. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit a third-party review showing the water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.
- i. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
 - (1) A description of the specific Qualified Improvements to be installed or modified on the property,
 - (2) A description of the specific real property to which the qualified improvements will be permanently fixed, and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

⁵ TX. Local Gov’t Code §399.004.

⁶ The Texas PACE Authority’s website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third party, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
- (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- (3) All other information required by the Authorized Representative.

j. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁷ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
- (2) the applicant is current on mortgage and property tax payments,
- (3) the applicant is not insolvent or in bankruptcy proceedings,
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

k. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.⁸

⁷ TX. Local Gov't Code §399.009(b).

⁸ TX. Local Gov't Code §399.010.

1. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:
 - (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Eligible Lender will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Denton County, depending on where the Eligible Property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- m. Collection of Assessments. The execution of the written contract between the Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.⁹

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

⁹ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- n. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹⁰ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.
- o. Marketing and Education Services. The City of Corinth may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- p. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

¹⁰ TX. Local Gov't Code §399.011.

q. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first class mail, and
- (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the City to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the City to offset the cost of collection.

If the City files suit to enforce collection, the City may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the City will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

SHADY SHORES RD

POST OAK DR



ROBINSON RD

CHURCH DR

CORINTH PKWY

OAKMONT DR

POST OAK DR



LAKE SHARON DR

DOBBS RD

LAKE SHARON DR

CORINTH PKWY

FM 2499

POST OAK DR

PARKRIDGE DR



FM 2499

FM 2181

FM 2181

EXHIBIT 2

FORM OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT (“**Owner Contract**”) is made as of the _____ day of _____, _____, by and between the _____ City of Corinth, Texas (“**Local Government**”), and _____ (“**Property Owner**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (the “**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority (“**Authorized Representative**”) as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Corinth jurisdiction as a region (“**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Property Owner is the legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, _____ - _____ (the “**Property**”).

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the in the Official Public Records of Denton County, Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached hereto as Exhibit A and made a part hereof, to repay the financing of such Qualified Improvements. The Property,

Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the amount of \$_____, as set forth in the Notice of Contractual Assessment Lien, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) which are described or listed on Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees to pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to the Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender’s agreement to advance financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Local Government agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance.

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents (“**Installments**”). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit C hereto. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government’s rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Owner Contract. Thereafter, the Authorized Representative will record the release.

4. Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the financing secured by the Assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

(c) The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender’s obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act,

(a) Delinquent Installments of the Assessment will incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent.

However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Denton County as provided by Section 399.014 of the PACE Act, until the financing secured by the Assessment and any penalties and interest are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

(d) In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that

the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Denton County as notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed and/or installed through financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of and sale or assignment of the Property.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by the Local Government.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the PACE Program, and/or (2) the PACE Act.

10. Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

11. Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “usury limit”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Counterparts. This Owner Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

18. Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Construction Terms. If the Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____§

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

CITY OF CORINTH

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

Name: _____
Title: _____
Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____§

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

EXHIBIT D

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

EXHIBIT 3

FORM LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) LENDER CONTRACT (the “**Lender Contract**”) is made as of the _____ day of _____, _____, by and between the City of Corinth, Texas (“**Local Government**”) and _____ (“**Lender**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (the “**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority (“**Authorized Representative**”) as the representative authorized to enter into the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Corinth, Texas jurisdiction as a region (“**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number _____, _____ (“**Property Owner**”) has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the “**Property**”) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in

the in the Official Public Records of Denton County, Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached to the Owner Contract as Exhibit A, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the “**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described or listed on Exhibit B attached hereto and made a part hereof (the “**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide the Financing for the Project in the total amount of \$_____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest, any prepayment premium, additional penalties and interest imposed by the Lender under the Financing Documents according to the Financing Documents, and any statutory penalties, interest, attorney’s fees, or costs accrued in the event of default are paid in full. Local Government will not release the Assessment until which time Lender notifies Local Government that all amounts owing have been paid in full. Local Government shall not sell, assign or transfer the Assessment or the assessment lien against the Property to any third party without the prior written consent of the Lender. Local Government agrees to enforce the assessment lien against the Property for the benefit of Lender in the event of a default by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the assessment and no liability to Lender should there be a default or an event of default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment, including the amount financed and contractual interest, is due and payable to Lender in installments as set forth in the Notice of Contractual Assessment Lien and Financing Documents (“**Installments**”). The Assessment shall include: (1) an application fee paid by Property Owner to Authorized Representative at loan closing, and (2) a recurring administration fee paid by Property Owner to the Authorized Representative. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing

by the Program Administrator. The amounts due to the Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. Notwithstanding the foregoing, in event of default by Property Owner resulting in an Installments payment delinquency, Lender will, upon notice to Program Administrator, stay any amounts due to Program Administrator until such default has been cured and payments are received from Property Owner. Lender agrees that any stay in payments due to Program Administrator shall not reduce the total payments due to Program Administrator under the Financing Documents. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

3. Assignment of Right to Receive Installments. Lender will have the right to assign or transfer the right to receive the Installments of the Assessment, provided all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee, by operation of the Financing Documents or otherwise, written evidence of which shall be provided to Authorized Representative, assumes Lender's obligations under this Lender Contract.

Upon written notice to Property Owner and Authorized Representative of an assignment or transfer of the right to receive the Installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under this Lender Contract accruing after the date of the assignment and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments of the Assessment that does not meet all of these conditions is void.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments of the Assessment incur interest and penalties in the same manner and in the same amount as delinquent property taxes, viz., a delinquent Installment incurs a penalty of 6% of the amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment also accrues interest at the rate of 1% for each month or portion of a month the Installment remains unpaid. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be assessed by Lender and retained by Lender.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Denton County, Texas, as provided by Section 399.014 of the PACE Act, until the Assessment and any penalties and interest are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.

(d) In the event of a default by Property Owner in payment of the Installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) After written notice of the Assessment is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Local Government agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any installment of the Assessment as specified in the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, the Lender or its designated servicer may notify the Authorized Representative who will certify to the Local Government in writing of a default by the Property Owner, and upon receipt of such certification and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Tex. Local Gov't Code Sec. 399.014(c), in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(d) Final Payment and Release. When the Assessment has been satisfied and paid in full, together with all interest and prepayment premiums, if any, provided under the Financing Documents and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and the Owner Contract. Thereafter, the Authorized Representative will record the Release.

(e) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(f) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(g) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3) the PACE Program, and/or (4) the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. All notices and other communications required or permitted hereunder shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and contractual interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “usury limit”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Construction Terms. If this Lender Contract includes requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By:_____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

CITY OF CORINTH, TEXAS

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

Name: _____
Title: _____
Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

OWNER CONTRACT

EXHIBIT C

CONSTRUCTION TERMS

[if applicable]

Date	Draw down Amount	Purpose

EXHIBIT 4

**NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
CITY OF CORINTH §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Corinth, Texas (“**Local Government**”) has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (the “**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority (“**Authorized Representative**”) as the representative authorized to enter into and enforce the Assessment, Owner Contract and Lender Contract described herein, and has designated the entire territory within the City of Corinth jurisdiction as a region (“**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is the legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas, _____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Qualified Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has

requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act and by the PACE Program (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of \$ _____, as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) is herein referred to as the “**Assessment**”.

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including interest and any penalties, costs, or fees accrued thereon,
 - (i) is a first and prior lien on the Property from the date that this Notice of Contractual Assessment Lien is recorded in the Official Public Records of Denton County, Texas, until such Assessment, interest, penalties, costs, and fees are paid in full; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or the Authorized Representative.
3. After this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located as provided under Section 399.013 of the PACE Act, the lien created by the Assessment may not be contested on the basis that the improvement is not a Qualified Improvement or the project is not a Qualified Project.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:
CITY OF CORINTH, TEXAS

By:

Name: _____

Title: _____

AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, Texas.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
QUALIFIED IMPROVEMENTS

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
 _____, Lender

After recording, return to- _____

BUSINESS ITEM 12.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018
Title: City Manager's evaluation agreement
Submitted For: Bob Hart, City Manager
Finance Review: N/A
City Manager Review: Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary
Legal Review: Yes

AGENDA ITEM

Consider and act on City Manager employment agreement.

AGENDA ITEM SUMMARY/BACKGROUND

RECOMMENDATION

BUSINESS ITEM 13.

City Council Regular and Workshop Session

Meeting Date: 12/06/2018

Title: UTRWD Interlocal Agreement

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and authorize the city manager to negotiate and execute an Interlocal Agreement with UTRWD for the construction of the Lake Sharon Waterline and to bring the agreement to the City Council for consideration in January.

AGENDA ITEM SUMMARY/BACKGROUND

Discussions are continuing with the UTRWD to construct the water line under the Lake Sharon street extension. The city attorney will brief the city council relative to negotiations on the existing road construction contract.

RECOMMENDATION

approval
