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**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, December 3, 2020, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Council Members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/RemoteSession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. The City of Corinth is following the Center for Disease Control Guidelines for public meetings.

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Interview for Place - 2nd Alternate for the Planning & Zoning Commission.
2. Provide an update and discuss the Tanko Lighting review project.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

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

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

PROCLAMATION:

1. A Proclamation recognizing the Lake Cities FD career of Captain Troy Hammons.

CONSENT AGENDA

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

2. Consider and act on Resolution 20-12-03-25 approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.
3. Consider and act on approval of calendar year 2021 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball, adult softball and youth baseball.
4. Consider and act on approval of calendar year 2021 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer.
5. Consider and act on an Interlocal Agreement for the Lake Cities Fire Department to provide fire protection to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
6. Consider and act on an Interlocal Agreement for the Lake Cities Fire Department to provide Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
7. Consider and act on Resolution 20-12-03-26 suspending the January 23, 2021, effective date of CoServ Gas, LTD.'s requested increase to permit the city time to study the request and to establish reasonable rates; Approving cooperation with other cities in the Coserv Gas, Ltd. service area; Hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring reimbursement of cities' rate case expenses; Finding that the meeting at which this resolution is passed is open to the public as required by law; Requiring notice of this resolution to the company and legal counsel.
8. Consider entering into a drainage maintenance agreement with the Crosspointe Subdivision Homeowners Association for the operation and maintenance of the detention basin located upstream from their development.

CITIZENS COMMENTS

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

BUSINESS AGENDA

9. Consider and appoint a Chair and Vice-Chair for the Planning and Zoning Commission for Fiscal Year 2020-2021 per the procedures of the City Charter.
10. Consider and act on the placement of the 2nd Alternate for the Planning and Zoning Commission.
11. Consider and act on Resolution No. 20-12-03-27 supporting the Lake Cities Focus.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

a. Flood mitigation right of entry - ±38.825 acres located at 2455 Silver Meadow Lane, Corinth, Texas 76208.

b. Police procedures and potential claim.

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

a. Being 10.49 acres of land located in the J. WALTON SURVEY, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Anchor City Investments, LLC, by the deed recorded in Instrument No. 2006-90896, of the Deed Records of Denton County, Texas (WI).

b. Being 1.24 acres of land out of the J. P. Walton Survey, Abstract 1389, City of Corinth, Denton County, Texas (TOD West 1).

c. Being 1.548 acres, Tract 10 (PT), Old DCAD TR 2B, 2D, out of the J. P. Walton Survey, Abstract 1389, within the City of Corinth, Denton County, Texas (TOD West 2).

d. 2003 Corinth Parkway (RC).

e. 1200 North Corinth Street (C).

f. Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R (N).

g. Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas (H).

h. Right-of-way consisting of .252 acres located at 2304 Quail Run Drive along Dobbs Road within the E. Garrison Survey, Abstract No. 511, within the City of Corinth, Denton County, Texas.

i. Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)

j. Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (F)

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

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

a. Project Agora

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

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

ADJOURN:

Posted this _____ day of _____ 2020, at _____ on the bulletin board at Corinth City Hall.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Planning & Zoning Commission Interview - Wade May
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Interview for Place - 2nd Alternate for the Planning & Zoning Commission.

AGENDA ITEM SUMMARY/BACKGROUND

Wade May did not reapply for his vacant seat and thus was not interviewed during the Board Appointment interview process. He submitted his application and would like to continue serving on the Planning & Zoning Commission. Dirk Bohse also applied for the Commission. Time will be allocated for an interview with Wade May (at 5:45 during the workshop). May's background and interview questions are attached.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Update on Tanko lighting
Submitted For: Bob Hart, City Manager
Submitted By: Melissa Dolan, Recreation Specialist
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Provide an update and discuss the Tanko Lighting review project.

AGENDA ITEM SUMMARY/BACKGROUND

Tanko has completed the initial review of the streetlights and ready to proceed with the valuation and path forward. Tanko officials will participate in the briefing and discussion on Zoom.

RECOMMENDATION

N/A

PROCLAMATION 1.

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Proclamation for Captain Troy Hammons
Submitted For: Michael Ross, Fire Chief **Submitted By:** Michael Ross, Fire Chief
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Organizational Development

AGENDA ITEM

A Proclamation recognizing the Lake Cities FD career of Captain Troy Hammons.

AGENDA ITEM SUMMARY/BACKGROUND

Fire Captain Troy Hammons has 23+ years of dedicated service to the Citizens of Corinth and the Lake Cities. His last day is December 3, 2020.

RECOMMENDATION

Approve and deliver the Proclamation.

Attachments

Proclamation - Hammons



PROCLAMATION

Honoring Captain Troy Hammons upon his retirement and Recognizing his loyal service to the City of Corinth and the Lake Cities

WHEREAS, Captain Troy Hammons began his career with the Lake Cities Fire Department December 29, 1997 and has dedicated almost 23 extraordinary years of service to Corinth and the Lake Cities; and

WHEREAS, the Fire Department has tripled in size since Captain Hammons began his service. He has made thousands of calls to help those in need, positively impacting countless lives; and

WHEREAS, He has provided mentoring and leadership to present and past members of the Fire Department, ensuring stability within the organizational ranks as well as a calm authoritative presence on emergency scenes guiding crews into dangerous situations in an effort to protect life and property; and,

WHEREAS, throughout the years, Captain Hammons has continually given back through his involvement and oversight of the maintenance of the vehicles and equipment. The members of the Fire Department literally trust their lives to the proper operation of the fire apparatus and equipment used to fight fires and save lives. He understood this and took the responsibility personally going above and beyond to ensure operational efficiencies were maintained; and,

WHEREAS, Captain Hammons is well respected, not only throughout the Lake Cities Fire Department, but is a trusted and respected fire service leader who is sought out by many throughout the region for his expertise and assistance; and,

WHEREAS, Captain Troy Hammons will be greatly missed.

NOW, THEREFORE, I, Bill Heidemann by virtue of the authority vested in me as Mayor of Corinth, Texas, and the City Council celebrate, this day and wish Captain Troy Hammons well and success on his life's journey.

Signed this 3rd day of December 2020.

Bill Heidemann, Mayor
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Compensation Plan Resolution
Submitted For: Bob Hart, City Manager
Finance Review: Yes
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Organizational Development

Submitted By: Guadalupe Ruiz, Director
Legal Review: Yes

AGENDA ITEM

Consider and act on Resolution 20-12-03-25 approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

No salary increases nor step progression took place at the beginning of the fiscal year given the City’s fiscal condition. However, the FY2020-21 Annual Program of Services contains funding for a 2% pay plans shift effective January 4, 2021 to the General Government, Police, and Fire pay schedules. At this time, there is no continuation of a 3% step plan progression for employees on the Police and Fire pay schedules and no merit pay increase for the general government employees. As discussed during the budget meetings, this 2% increase was contingent to the City’s ability to commit additional funds. A determining factor was the adoption of a sales and use tax for the Fire Control, Prevention, and Emergency Medical Services District (“District”) at a rate of one-fourth of one percent.

RECOMMENDATION

Since voters authorized the creation of the District, staff recommends adopting a Resolution approving a compensation plan for employees, adopting pay schedules that reflect a 2% pay plan shift for General Government, Police, and Fire employees; and providing for an effective date of January 4, 2021.

Fiscal Impact

Source of Funding: FY 2020-21 Budget

FINANCIAL SUMMARY:

The 2% pay schedules increase will be effective January 4, 2021. The corresponding employee salary increases are \$120,272 for public safety employees, \$58,676 for general fund, \$24,459 for utility fund, \$2,190 for drainage fund, \$2,178 for crime control fund, \$1,977 for economic development, \$381 for hotel fund, and \$228 for the child safety fund.

Attachments

Resolution - Compensation Plan

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 20-12-03-25**

**A RESOLUTION APPROVING A COMPENSATION PLAN FOR
EMPLOYEES, ADOPTING PAY SCHEDULES FOR GENERAL
GOVERNMENT, POLICE, AND FIRE EMPLOYEES; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the FY2020-21 Annual Program of Services contains funding for a 2% pay plan shift to the General Government, Police, and Fire pay schedules; with no continuation of a 3% step plan progression for employees on the Police and Fire pay schedules and no merit pay increase for the general government employees; and

WHEREAS, the City Council desires to approve the recommendations of the City Staff, subject to certain conditions, as more particularly set forth hereinbelow;

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

SECTION 1.

That the Pay Schedule for certain employees of the Police Department, attached hereto as Exhibit A, and the Pay Schedule for certain employees of the Fire Department, attached hereto as Exhibit B, are adopted and approved,

SECTION 2.

That the Employees on the Police and Fire Pay Schedules will receive a salary adjustment that corresponds to the employee's current Pay Group and Step on the adopted 2021 pay schedules. This salary adjustment will be effective January 4, 2021.

SECTION 3.

That the Employees on the Police and Fire Pay Schedules whose salary is over the maximum pay for the Pay Group assigned to their job classification after placement on the 2021 pay schedules are not eligible to receive a salary adjustment.

SECTION 4.

Placement of newly hired employees on the Police and Fire Pay Schedules will be determined by the Department's Chief based on experience and qualifications, contingent upon approval from the Human Resources Director and the City Manager.

SECTION 5.

Progression within the Pay Group in future fiscal years is contingent upon City Council approval of budget funds.

SECTION 6.

That the Pay Schedule for all other City employees on the General Government Pay Schedule, attached hereto as Exhibit C, is hereby adopted and approved, subject to the following:

- A. Effective January 4, 2021, employees will receive a salary adjustment to place them on the adopted 2021 pay schedule at the distance from the Range Minimum corresponding to the Pay Group they had as of December 31, 2020. This will represent a salary adjustment of 2%.

SECTION 7.

The City Council authorizes the City Manager to administer the Classification and Compensation Plan, including the Progression Plan for Maintenance Workers and Light Equipment Operators in the Public Works Department, and to establish procedures for the same. **Overall increases or decreases to the Pay Schedules are authorized only upon approval by the City Council.**

SECTION 8.

This Resolution shall become effective immediately upon passage and the Pay Schedules shall become effective January 4, 2021.

PASSED AND APPROVED THIS 03 DAY OF DECEMBER 2020.

Bill Heidemann, Mayor

ATTEST:

Lana Wyle, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Lake Cities Girls Softball Association Contract
Finance Review: N/A **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider and act on approval of calendar year 2021 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

Lake Cities Girls Softball Contract

**CITY OF CORINTH
PARKS AND RECREATION DEPARTMENT
2021-2022 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 6 day of ~~November~~ November, 2020, 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 expense 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 comply with 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, 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 three soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over one soccer field reserved for the City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use the City field on weekends for games; the City will have the reserved field Monday through Friday. The city will notify the Association of field assignments one month before the start of each season. Association will notify the City of field layout, 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 the city has a rental and the association wants to use fields, priority goes to City rental when less than 48-hour notice is given.

[Handwritten mark]

- 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 Parks, Recreation, and Strategic Asset Manager. Any skills clinics 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 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 Parks, Recreation, and Strategic Asset 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 the 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 Parks, Recreation, and Strategic Asset Manager all game and practice schedules in SAMS excel sheet. The form must include the date, time, field, and team names. Failure to submit complete schedules at least three business days before the beginning of practice season and game season and in the required format will result in a delay of the start of the season. **Schedules must be submitted in complete form.** The city will work with associations the first week of each season regarding scheduling that is outside of their control, for example, interlock scheduling. If practices are added after the initial SAMS import, the 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 summer months of June and July.
- 2.06 Softball and baseball fields will be opened on Monday and Tuesday nights during 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. 2021 dates will be given to associations by the end of the spring season, or as soon as dates are set.
 - d. The schedule needs to be submitted in the correct SAMS excel sheet three days before the first practice is meant to start. Practice will start three business days after the practice schedule is submitted.
 - e. Fieldwork 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 to outside companies to host several tournaments throughout the year. Please refer to Exhibit C for the dates of possible tournaments.
- 2.08 The City will be working with a local charter school to use the fields as their home fields for baseball, softball, and soccer. The city will schedule practice around league practice and games. Their game schedule will be as follows;
- Soccer (6 teams); 8 home doubleheader games, on 11 v 11 field, from 4:30 pm – 7:30 pm. Four Monday – Thursday and four on Friday with no league impact. Four games, on 9 v 9 field from 4:00 pm to 6:00 pm with no league impact.
 - Softball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.
 - Baseball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.
- Should one of the scheduled games result in a rainout, City will work with school and league to ensure minimal impact on league play. Makeup games will not be doubleheader games will start will by 4:30 pm with games ending by 6:30 pm. The city will enter the game schedule into SAMS by the end of January to give ample notice. The City will work with the school to spread out the schedule, so the same league teams are not impacted. For example, games will not be played on the same night. They will be throughout the week, Monday – Thursday. If other schools ask to use fields, City will work with the 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 15, 2021, and will reopen on Sunday, October 17, 2021 at 1:00 pm for Pumpkin Palooza. March 26, 2021, Baseball and Softball fields closed. March 27, 2021, Baseball and Softball fields closed until 5:00 pm, and Soccer fields will be closed until 1:00 pm for Easterville
- 2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours' notice 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 prep all fields on an as-needed daily after the 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 before the start of the 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 pm.
- 2.14 Athletic fields are closed between the hours of 7:00 am – 3:30 pm 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 ryegrass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow the grass during the winter months.
- 2.17 If ryegrass is actively growing, game fields will be open; however, the restrooms will remain closed. Association will be responsible for providing porta-potties. The fields will be closed if the grass is dormant, the ryegrass 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 the tournament)
 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 tournament. The city must approve the companies providing services 1-4, shown above.



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 the calendar year 2021, requests must be submitted in writing to the Parks and Recreation Department by January 8, 2021. 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. The 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 the 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 no later than two business days before the tournament start date. The complete schedule shall be submitted in the 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 the calendar year 2021, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by January 8, 2021. Additional tournament field requests will be subject to field availability.
- h. The 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 the 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 months 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.

5 

Association shall submit the final tournament game schedule to the Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the 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 Parks, Recreation, and Strategic Asset 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 canceled for any reason.
- c. To reserve the fields for additional tournaments for the calendar year 2021, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by January 8, 2021. 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. The 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 the 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 Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

SECTION 4. FIELD USAGE ORDINANCES

City Ordinance mandates the following requirements, and the 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, cigarettes, 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 vehicles 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. The 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 games. If no other representative is available, a coach can be the representative, but that must take top priority over the game, and they should be able to leave the 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, the team assigned to, and age group assigned to along with non-resident and participation fees on or before March 24th for Spring and October 20th for Fall. See Exhibit G, for example, of reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, and leadership of the 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.

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- 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 fundraisers to support the higher costs of travel and/or team expenses, i.e., special uniforms, except for expenses associated with postseason 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 before 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 the 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 the head coach's last name. Example Crushers Smith
- 6.04 Softball and Baseball fields will be opened on Monday and Tuesday nights during 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 be allowed more than four hours of practice time per week, and these times should be outside of the Association's regular 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 one week during July to conduct tryouts. Tryout week must be agreed upon before the start of the season. Tryout week must be turned in with 2021 dates. The tryout schedule must be entered into SAMS two weeks before the start of tryouts. The week must be made up of seven consecutive business days. City fields will be closed on the weekend for City-run tournaments or events approved by the City.

SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, including bank statements, cash flow reports, and check register (such as Quicken) on January 8, 2021, 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 the league submits financial reports, please be sure to black out bank account numbers. This is done for your league's 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 canceled 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 before the meeting.
 - g. Provide written notice, in a word document, to the Parks, Recreation, and Strategic Asset Manager of all upcoming board meetings, including location and start time.
 - h. Allow the Parks, Recreation, and Strategic Asset 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. The name of minor officials shall be redacted.

9 

- k. Submit accounting reports that detail all financial activity by using an accounting program such as Quicken or another 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 Parks, Recreation, and Strategic Asset Manager within ten business days of the request.
- 7.06 To ensure the City is good stewards with publicly funded fields, an independent financial audit of the Association's 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 If either party wishes to meet with the other a meeting can be requested, and time and date can be arranged.
- 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 primary contact from the Association should e-mail meeting room requests to the Parks, Recreation, and Strategic Asset Manager. Associations will also be allowed to use the building once a season for draft days. Dates should be set 30 days in advance. Additional usage will result in established rental fees.
- 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 Parks, Recreation, and Strategic Asset 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, field scheduling, and field maintenance, please contact the Parks, Recreation, and Strategic Asset Manager, Melissa Dolan, at 940-498-7540 or Melissa.dolan@Cityofcorinth.com.
- 8.07 Each association shall appoint one person to be a point of contact for their respected association. There should be one person to handle scheduling, and the president of each association shall be the point of contact for the contract, field issues, or anything else that needs the City's attention. Please note that all communication needs to go through the point of contact that includes communication from players, parents, and coaches.
- 8.08 Each association shall send an informational email/or post on the 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 the sender, letting them know that all issues and concerns must first go through the association.
- 8.09 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Parks, Recreation, and Strategic Asset Manager.
- 8.10 All maintenance requests must be made in writing to Parks, Recreation, and Strategic Asset Manager, submitted by the point of contact. Requests made to field crew is not an acceptable form.
- 8.11 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.
- 8.12 Should Associations need after-hours help with field lights, field issues, 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, 2021 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, the team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due, in digital format, by the deadlines outlined in Exhibit B. Exhibit D and G show examples of what needs to be completed; an 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.

11


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 ten 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 24, 2021, for the spring season and October 20, 2021, for the fall season. 2022 dates will be given to associations by December 2021.
- 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 24, 2021, for the spring season and on or before October 20, 2021, for the fall season. 2022 dates will be given to associations by December 2021.

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 before the concession stand opening.
- 12.05 Association's operators must comply with the 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 before the start of the season.
- 12.06 Once the 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 before the start of the season. Failure to do so may result in a delay of the 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 the 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 issuance date. Your number will be proof of the successful completion of an accredited training program.
- 12.08 There must be a board member working the concession stand, who has a Food Handlers Permit, to supervisor volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand daily, 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 the 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 \$1,389 per stand for the privilege of operating a stand. Payment is due by March 24, 2021. The association shall pay a \$100 non-refundable deposit per stand in addition to the concession stand fee. 2022 dates will be given to associations by December 2021.

- 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 building's permanent physical structure, 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 the adequate and proper security of the building. Alarm systems and other security devices are optional and 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 a 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. If the practice is canceled, ends earlier, or for 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 scheduled 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, Recreation, and Strategic Asset Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items before 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 the term of this contract; January 1, 2021 – December 31, 2022, and shall not be valid after that.
- 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 eight weeks before the registration deadline, spring and fall; dates must first be approved by the Planning and Development Manager. Signs may not be displayed until the permit has been submitted and approved. See Exhibit H for the permit or visit <https://www.cityofcorinth.com/DocumentCenter/View/9415/New-Banners-Signs-Grand-Openings-Application?bidId>. Permit should be sent one week before signs being displayed to permits@cityofcorinth.com. The permit fee will be waived. The yard signs shall not be greater than 15 sq. feet, 3 x 5.
- 2. The city logo must be visible from the street, a minimum of 5 x 6 inches. The City will remove any signposted without the current City of Corinth Logo.
- 3. There must be a minimum of 1,000 feet between each sign.
- 4. They 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 outlined 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 placing them 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 advertisements may not cause damage to any facility.
6. Signs must be properly secured to the fence and remain well maintained, i.e., no rips or sides of the banner hanging down. If banners are not adequately secured or well taken care of, the City will remove signs.
7. Signs must be taken down between seasons. League has two weeks from the last game to remove signs.
8. Event sponsors must be pre-approved by the City to ensure there is no 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 the concession stand # 2 located between fields 6 and 7 and the storage closet attached to the concession stand #1 by field 4. Storage closet #2 will be shared with City equipment
- 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 its contents on-premises.
- 16.05 AED machine will be placed in the storage closet so that Associations can access the machine at all times. If the storage area is not secured, the negligent party will be responsible for any lost or damaged equipment.
- 16.06 The city will have shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 16.07 Association is responsible for keeping the 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 the closet is subject to fines/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 a 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 the "Notify Me" alert will be activated by 4 pm on weekdays when conditions are questionable. If fields are in question on Saturday mornings, an alert will be sent out by 7:00 am. An alert will not be sent out on Sunday morning; instead, a field closed signs will be placed out or picked up, depending on conditions. 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 are not activated if notice is not given.

SECTION 18. MAINTENANCE STANDARDS FOR PREMISES

- 18.01 City shall maintain quality turf areas, including 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 overseeding of perennial ryegrass 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 If fields are closed on Friday due to weather conditions, fields will not be prepped for weekend play. City staff will let the Association know by 11:00 am if fields were not able to be prep.
- 18.05 City offices are closed on Good Friday, April 2, 2021. Staff will not prep fields for the weekend play that day.
- 18.06 The City shall maintain all bleachers.
- 18.07. The City shall properly secure all soccer goals with proper anchors.
- 18.08 The City shall maintain all shade structures.
- 18.09 The City shall provide and maintain all area and field lighting systems.
- 18.10 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 18.11 The City shall be responsible for maintaining adjacent park irrigation systems and the watering of athletic turf areas.
- 18.12 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 1 -- February 15 for winterization, depending on the severity of the winter
- 18.13 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.)
- 18.14 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.15 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.
- 18.16 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.
- 18.17 No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
- 18.18 Metal cleats will be permitted at Corinth Community Park Baseball field four and Softball fields 1 -3. 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 outlined in this contract.
- 20.04 Association will submit all paperwork and follow the deadlines outlined in this contract.
- 20.05 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment and 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 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 – 2021 Proposed Tournament Dates
- Exhibit D – 2021 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 Parks, Recreation, and Strategic Asset Manager at the following address:

Parks, Recreation, and Strategic Asset 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

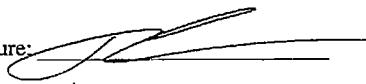
The Association will sign the Bi-Annual Co-Sponsorship Agreement with the City. The Agreement will be renewed bi-annually for all current Corinth Association members. This Agreement is effective January 1, 2021, through December 31, 2022. The City will provide the 2022 dates and concession stand fees to the associations in December of 2021. Thereafter, the Agreement must be renewed before 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 ten days written notice. If required documents are not submitted on time, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses its 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: LAKE CITIES GIRLS SOFTBALL
Date: 11/6/2020

City Representative: _____
Title: _____
Date: _____

Exhibit "A"
 FIELD ALLOCATION AND SEASON DATES
 2021

Association	Location	Dates
Baseball Association	Baseball Fields 4-9	Spring February 15 th – May 30 th Monday/Tuesday night during the month of June Fall August 16 th – December 2 nd
	Backstops 1 – 2	January 1 st – December 31 st
	Multi-Purpose Fields 1-4 Southside	Spring February 15 th – May 30 th Fall August 16 th – December 2 nd
Softball Association	Softball Fields 1 – 3	Spring February 15 th – May 30 th 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 15 th – May 30 th Fall July 29 th – December 2 nd

Exhibit "B"

SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

2021

1. **January 8** - Association bylaws, board member names, addresses, and phone numbers due.
2. **January 8** - Point of contact for scheduling, contracts, field issues, and field availability due
3. **January 8** - Dates for 2021; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **January 8** - Schedule of upcoming board meetings due with the Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 8** - Financial statements from the previous year.
6. **One week before first practice** - Proof of Insurance due.
7. **Three business days before the first practice** - Practice schedule due in SAMS calendar form.
8. **Three business days before the first game** - Game schedule due in SAMS calendar form.
9. **One week before the concession stand opening** - Valid health permit and food handling card.
10. **March 24** - Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **October 20** - Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **October 20** - Co-Sponsorship growth application due if the association is needing more field space. See Exhibit "E"
13. **December 6** - City to provide Associations with 2022 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"

2021 PROPOSED TOURNAMENT DATES

- March 26, 2021, Baseball and Softball fields closed. March 27, 2021, Baseball and Softball fields closed until 5:00 pm. Soccer fields will be closed until 1:00 pm for Easterville
- October 15, 2021 – October 16, 2021. All Fields closed for Pumpkin Palooza. Fields will reopen October 17, 2021, at 1:00 pm

**EXHIBIT D
2021 Dates**

Spring 2021

Fields Open	Feb. 15, 2021	Fields Close	May 30, 2021
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tryouts (July)	_____		
Tournament Dates	_____		
Built-in Bye Week	_____		
Draft Dates (if fields are needed)	_____		

Fall 2021

Fields Open	July 29, 2021 Aug. 16 th for baseball	Fields Close	Dec. 2, 2021
Games start	_____	Games end	_____
Tournament Dates	_____		
Draft Dates (if fields are needed)	_____		
Point of Contact for Parks, Recreation and Strategic Asset Manager	_____		

Schedule of Board Meetings

Date	Meeting Location	Time
January ____ 2021	_____	_____
February ____ 2021	_____	_____
March ____ 2021	_____	_____
April ____ 2021	_____	_____
May ____ 2021	_____	_____
June ____ 2021	_____	_____
July ____ 2021	_____	_____
August ____ 2021	_____	_____
September ____ 2021	_____	_____
October ____ 2021	_____	_____
November ____ 2021	_____	_____
December ____ 2021	_____	_____



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 OF 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: _____			
<i>Please submit application and requested documentation by October 1, 2021.</i>			

EXHIBIT F

Adult Softball

2021 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


26 

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		

27
JC

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Lake Cities Soccer Association Contract
Finance Review: N/A **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider and act on approval of calendar year 2021 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
2021-2022 CO-SPONSORSHIP AGREEMENT FOR YOUTH SPORTS ASSOCIATIONS**

This Co-Sponsorship Agreement, herein called "Agreement" is made and entered this 7 day of November, 2020, 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 expense 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 comply with 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, 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 three soccer fields at Corinth Community Park and one adjoining concession stand. The City will have control over one soccer field reserved for the City of Corinth use only. This field is closed to all associations and is open for general public rentals. The Soccer Association may use the City field on weekends for games; the City will have the reserved field Monday through Friday. The city will notify the Association of field assignments one month before the start of each season. Association will notify the City of field layout, 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 the city has a rental and the 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 Parks, Recreation, and Strategic Asset Manager. Any skills clinics 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 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 Parks, Recreation, and Strategic Asset 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 the 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 Parks, Recreation, and Strategic Asset Manager all game and practice schedules in SAMS excel sheet. The form must include the date, time, field, and team names. Failure to submit complete schedules at least three business days before the beginning of practice season and game season and in the required format will result in a delay of the start of the season. **Schedules must be submitted in complete form.** The city will work with associations the first week of each season regarding scheduling that is outside of their control, for example, interlock scheduling. If practices are added after the initial SAMS import, the 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 summer months of June and July.
- 2.06 Softball and baseball fields will be opened on Monday and Tuesday nights during 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. 2021 dates will be given to associations by the end of the spring season, or as soon as dates are set.
- d. The schedule needs to be submitted in the correct SAMS excel sheet three days before the first practice is meant to start. Practice will start three business days after the practice schedule is submitted.
- e. Fieldwork 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 to outside companies to host several tournaments throughout the year. Please refer to Exhibit C for the dates of possible tournaments.

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

- Soccer (6 teams); 8 home doubleheader games, on 11 v 11 field, from 4:30 pm – 7:30 pm. Four Monday – Thursday and four on Friday with no league impact. Four games, on 9 v 9 field from 4:00 pm to 6:00 pm with no league impact.
- Softball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.
- Baseball (3 teams); 4 home doubleheader games from 4:30 pm – 8:30 pm and four single games 4:15 pm – 5:30 pm, no impact on the league.

Should one of the scheduled games result in a rainout, City will work with school and league to ensure minimal impact on league play. Makeup games will not be doubleheader games will start will by 4:30 pm with games ending by 6:30 pm. The city will enter the game schedule into SAMS by the end of January to give ample notice. The City will work with the school to spread out the schedule, so the same league teams are not impacted. For example, games will not be played on the same night. They will be throughout the week, Monday – Thursday. If other schools ask to use fields, City will work with the 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 15, 2021, and will reopen on Sunday, October 17, 2021 at 1:00 pm for Pumpkin Palooza. March 26, 2021, Baseball and Softball fields closed. March 27, 2021, Baseball and Softball fields closed until 5:00 pm, and Soccer fields will be closed until 1:00 pm for Easterville

2.10 In regards to make-up games due to inclement weather, each Association must provide the City 48 hours’ notice 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 prep all fields on an as-needed daily after the 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 before the start of the 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 pm.
- 2.14 Athletic fields are closed between the hours of 7:00 am – 3:30 pm 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 ryegrass to the parks maintenance shed located at 3700 Corinth Parkway. City staff will plant and mow the grass during the winter months.
- 2.17 If ryegrass is actively growing, game fields will be open; however, the restrooms will remain closed. Association will be responsible for providing porta-potties. The fields will be closed if the grass is dormant, the ryegrass 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 the tournament)
 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 tournament. The city must approve the companies providing services 1-4, shown above.

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 the calendar year 2021, requests must be submitted in writing to the Parks and Recreation Department by January 8, 2021. 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. The 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 the 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 no later than two business days before the tournament start date. The complete schedule shall be submitted in the 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 the calendar year 2021, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by January 8, 2021. Additional tournament field requests will be subject to field availability.
- h. The 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 the 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 months 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 the final tournament game schedule to the Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the 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 Parks, Recreation, and Strategic Asset 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 canceled for any reason.
- c. To reserve the fields for additional tournaments for the calendar year 2021, requests must be submitted in writing to the Parks, Recreation, and Strategic Asset Manager by January 8, 2021. 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. The 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 the 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 Parks, Recreation, and Strategic Asset Manager no later than two business days before the tournament start date. The complete schedule shall be submitted in the SAMS excel sheet.

SECTION 4. FIELD USAGE ORDINANCES

City Ordinance mandates the following requirements, and the 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, cigarettes, 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 vehicles 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. The 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 games. If no other representative is available, a coach can be the representative, but that must take top priority over the game, and they should be able to leave the 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, the team assigned to, and age group assigned to along with non-resident and participation fees on or before March 24th for Spring and October 20rd for Fall. See Exhibit G, for example, of reports needed.
- 5.04 The Association shall conduct background checks annually on team coaches, including all head and assistant coaches, and leadership of the 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 fundraisers to support the higher costs of travel and/or team expenses, i.e., special uniforms, except for expenses associated with postseason 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 before 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 the 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 the head coach's last name. Example Crushers Smith
- 6.04 Softball and Baseball fields will be opened on Monday and Tuesday nights during 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 be allowed more than four hours of practice time per week, and these times should be outside of the Association's regular 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 one week during July to conduct tryouts. Tryout week must be agreed upon before the start of the season. Tryout week must be turned in with 2021 dates. The tryout schedule must be entered into SAMS two weeks before the start of tryouts. The week must be made up of seven consecutive business days. City fields will be closed on the weekend for City-run tournaments or events approved by the City.

SECTION 7. BUDGET AND FISCAL CONTROLS

- 7.01 Association shall submit financial documents, including bank statements, cash flow reports, and check register (such as Quicken) on January 8, 2021, 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 the league submits financial reports, please be sure to black out bank account numbers. This is done for your league's 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 canceled 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 before the meeting.
 - g. Provide written notice, in a word document, to the Parks, Recreation, and Strategic Asset Manager of all upcoming board meetings, including location and start time.
 - h. Allow the Parks, Recreation, and Strategic Asset 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. The 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 another 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 Parks, Recreation, and Strategic Asset Manager within ten business days of the request.
- 7.06 To ensure the City is good stewards with publicly funded fields, an independent financial audit of the Association's 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 If either party wishes to meet with the other a meeting can be requested, and time and date can be arranged.
- 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 primary contact from the Association should e-mail meeting room requests to the Parks, Recreation, and Strategic Asset Manager. Associations will also be allowed to use the building once a season for draft days. Dates should be set 30 days in advance. Additional usage will result in established rental fees.
- 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 Parks, Recreation, and Strategic Asset 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, field scheduling, and field maintenance, please contact the Parks, Recreation, and Strategic Asset Manager, Melissa Dolan, at 940-498-7540 or Melissa.dolan@Cityofcorinth.com.
- 8.07 Each association shall appoint one person to be a point of contact for their respected association. There should be one person to handle scheduling, and the president of each association shall be the point of contact for the contract, field issues, or anything else that needs the City's attention. Please note that all communication needs to go through the point of contact that includes communication from players, parents, and coaches.
- 8.08 Each association shall send an informational email/or post on the 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 the sender, letting them know that all issues and concerns must first go through the association,
- 8.09 Baseball Association may have one additional point of contact for scheduling purposes only. This contact will communicate with the Parks, Recreation, and Strategic Asset Manager.
- 8.10 All maintenance requests must be made in writing to Parks, Recreation, and Strategic Asset Manager, submitted by the point of contact. Requests made to field crew is not an acceptable form.
- 8.11 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.
- 8.12 Should Associations need after-hours help with field lights, field issues, 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, 2021 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, the team assigned to, and age group assigned to end of season summary report, and financial statements. All documents are due, in digital format, by the deadlines outlined in Exhibit B. Exhibit D and G show examples of what needs to be completed; an 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 ten 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 24, 2021, for the spring season and October 20, 2021, for the fall season. 2022 dates will be given to associations by December 2021.
- 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 24, 2021, for the spring season and on or before October 20, 2021, for the fall season. 2022 dates will be given to associations by December 2021.

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 before the concession stand opening.
- 12.05 Association's operators must comply with the 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 before the start of the season.
- 12.06 Once the 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 before the start of the season. Failure to do so may result in a delay of the 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 the 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 issuance date. Your number will be proof of the successful completion of an accredited training program.
- 12.08 There must be a board member working the concession stand, who has a Food Handlers Permit, to supervisor volunteers at all times.
- 12.09 The Association must pick up litter in the area of their stand daily, 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 the 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 \$1,389 per stand for the privilege of operating a stand. Payment is due by March 24, 2021. The association shall pay a \$100 non-refundable deposit per stand in addition to the concession stand fee. 2022 dates will be given to associations by December 2021.

- 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 building's permanent physical structure, 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 the adequate and proper security of the building. Alarm systems and other security devices are optional and 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 a 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. If the practice is canceled, ends earlier, or for 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 scheduled 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, Recreation, and Strategic Asset Manager any proposal to install, construct, or modify temporary or permanent structures, signs, equipment, or other related items before 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 the term of this contract; January 1, 2021 – December 31, 2022, and shall not be valid after that.
- 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 eight weeks before the registration deadline, spring and fall; dates must first be approved by the Planning and Development Manager. Signs may not be displayed until the permit has been submitted and approved. See Exhibit H for the permit or visit <https://www.cityofcorinth.com/DocumentCenter/View/9415/New-Banners-Signs-Grand-Openings-Application?bidId>. Permit should be sent one week before signs being displayed to permits@cityofcorinth.com. The permit fee will be waived. The yard signs shall not be greater than 15 sq. feet, 3 x 5.
- 2. The city logo must be visible from the street, a minimum of 5 x 6 inches. The City will remove any signposted without the current City of Corinth Logo.
- 3. There must be a minimum of 1,000 feet between each sign.
- 4. They 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 outlined 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 placing them 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 advertisements may not cause damage to any facility.
6. Signs must be properly secured to the fence and remain well maintained, i.e., no rips or sides of the banner hanging down. If banners are not adequately secured or well taken care of, the City will remove signs.
7. Signs must be taken down between seasons. League has two weeks from the last game to remove signs.
8. Event sponsors must be pre-approved by the City to ensure there is no 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 the concession stand # 2 located between fields 6 and 7 and the storage closet attached to the concession stand #1 by field 4. Storage closet #2 will be shared with City equipment
- 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 its contents on-premises.
- 16.05 AED machine will be placed in the storage closet so that Associations can access the machine at all times. If the storage area is not secured, the negligent party will be responsible for any lost or damaged equipment.
- 16.06 The city will have shelving placed in each storage closet. Shelving will be used to store cleaning supplies for restrooms.
- 16.07 Association is responsible for keeping the 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 the closet is subject to fines/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 a 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 the “Notify Me” alert will be activated by 4 pm on weekdays when conditions are questionable. If fields are in question on Saturday mornings, an alert will be sent out by 7:00 am. An alert will not be sent out on Sunday morning; instead, a field closed signs will be placed out or picked up, depending on conditions. 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 are not activated if notice is not given.

SECTION 18. MAINTENANCE STANDARDS FOR PREMISES

- 18.01 City shall maintain quality turf areas, including 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 overseeding of perennial ryegrass 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 If fields are closed on Friday due to weather conditions, fields will not be prepped for weekend play. City staff will let the Association know by 11:00 am if fields were not able to be prep.
- 18.05 City offices are closed on Good Friday, April 2, 2021. Staff will not prep fields for the weekend play that day.
- 18.06 The City shall maintain all bleachers.
- 18.07. The City shall properly secure all soccer goals with proper anchors.
- 18.08 The City shall maintain all shade structures.
- 18.09 The City shall provide and maintain all area and field lighting systems.
- 18.10 The City shall be responsible for the maintenance of all irrigation systems on the Premises.
- 18.11 The City shall be responsible for maintaining adjacent park irrigation systems and the watering of athletic turf areas.
- 18.12 The City shall maintain the restrooms in a sanitary condition during the approved season(s). Restrooms will be closed from December 1 – February 15 for winterization, depending on the severity of the winter
- 18.13 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.)
- 18.14 All litter shall be placed in the receptacles provided by the City. The City shall provide pick up for these receptacles.
- 18.15 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.
- 18.16 The Association is prohibited from performing any maintenance to any turf or infield areas on the Premises, without permission from the City.
- 18.17 No "ball toss" or "soft pitch" batting practice is allowed into any chain link fence fabric on the premises.
- 18.18 Metal cleats will be permitted at Corinth Community Park Baseball field four and Softball fields 1 -3. 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 outlined in this contract.
- 20.04 Association will submit all paperwork and follow the deadlines outlined in this contract.
- 20.05 Association will pay the City a team participation fee of \$50 for each registered team per season. Payment and 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 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 - 2021 Proposed Tournament Dates
 - Exhibit D – 2021 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 Parks, Recreation, and Strategic Asset Manager at the following address:

Parks, Recreation, and Strategic Asset 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, 2021, through December 31, 2022. The City will provide the 2022 dates and concession stand fees to the associations in December of 2021. Thereafter, the Agreement must be renewed before 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 ten days written notice. If required documents are not submitted on time, the City reserves the right to deny access to fields, lights, restrooms, and concessions until documentation is received. If the Association loses its 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: Vince Heald

City Representative: _____

Association: LCSA

Title: _____

Date: 11/7/2020

Date: _____

Exhibit "A"
 FIELD ALLOCATION AND SEASON DATES
 2021

Association	Location	Dates
Baseball Association	Baseball Fields 4-9	Spring February 15 th – May 30 th Monday/Tuesday night during the month of June Fall August 16 th – December 2 nd
	Backstops 1 – 2	January 1 st – December 31 st
	Multi-Purpose Fields 1-4 Southside	Spring February 15 th – May 30 th Fall August 16 th – December 2 nd
Softball Association	Softball Fields 1 – 3	Spring February 15 th – May 30 th 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 15 th – May 30 th Fall July 29 th – December 2 nd

Exhibit "B"

SCHEDULE OF REQUIRED DOCUMENTS AND DEADLINES

2021

1. **January 8** - Association bylaws, board member names, addresses, and phone numbers due.
2. **January 8** - Point of contact for scheduling, contracts, field issues, and field availability due
3. **January 8** - Dates for 2021; practice and game start and end dates, tryout dates for fall and spring, tournament dates and needs, and bye week dates due.
4. **January 8** - Schedule of upcoming board meetings due with the Co-Sponsorship Agreement, or within 48 hours of a called meeting.
5. **January 8** – Financial statements from the previous year.
6. **One week before first practice** - Proof of Insurance due.
7. **Three business days before the first practice** - Practice schedule due in SAMS calendar form.
8. **Three business days before the first game** – Game schedule due in SAMS calendar form.
9. **One week before the concession stand opening** – Valid health permit and food handling card.
10. **March 24** – Spring Nonresident, Participation Fees, Concession Stand Fee, Health Permit, and participation list of all individuals registered due.
11. **October 20** – Fall Nonresident, Participation Fees, and participation list of all individuals registered due.
12. **October 20** –Co-Sponsorship growth application due if the association is needing more field space. See Exhibit "E"
13. **December 6** – City to provide Associations with 2022 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"

2021 PROPOSED TOURNAMENT DATES

- March 26, 2021, Baseball and Softball fields closed. March 27, 2021, Baseball and Softball fields closed until 5:00 pm. Soccer fields will be closed until 1:00 pm for Easterville
- October 15, 2021 – October 16, 2021. All Fields closed for Pumpkin Palooza. Fields will reopen October 17, 2021, at 1:00 pm

**EXHIBIT D
2021 Dates**

Spring 2021

Fields Open	Feb. 15, 2021	Fields Close	May 30,2021
Practice starts	_____	Practice ends	_____
Games start	_____	Games end	_____
Tryouts (July)	_____		
Tournament Dates	_____		
Built-in Bye Week	_____		
Draft Dates (if fields are needed)	_____		

Fall 2021

Fields Open	July 29, 2021 Aug. 16 th for baseball	Fields Close	Dec. 2, 2021
Games start	_____	Games end	_____
Tournament Dates	_____		
Draft Dates (if fields are needed)	_____		
Point of Contact for Parks, Recreation and Strategic Asset Manager	_____		

Schedule of Board Meetings

Date	Meeting Location	Time
January ____ 2021	_____	_____
February ____ 2021	_____	_____
March ____ 2021	_____	_____
April ____ 2021	_____	_____
May ____ 2021	_____	_____
June ____ 2021	_____	_____
July ____ 2021	_____	_____
August ____ 2021	_____	_____
September ____ 2021	_____	_____
October ____ 2021	_____	_____
November ____ 2021	_____	_____
December ____ 2021	_____	_____



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, 2021.</i></p>			

EXHIBIT F

Adult Softball

2021 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: 12/03/2020

Title: Denton County Interlocal Agreement for Fire Protection Services

Submitted For: Michael Ross, Fire Chief

Submitted By: Michael Ross, Fire Chief

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Consider and act on an Interlocal Agreement for the Lake Cities Fire Department to provide fire protection to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

AGENDA ITEM SUMMARY/BACKGROUND

The Lake Cities Fire Department responds to unincorporated areas that lie within the boundaries of our response district. For example, the Lake Lewisville Bridge is County as well as scattered parcels of land throughout the Lake Cities area. The contract has been renewed for many years. The County pays a set amount listed in the contract for each response made into the County areas. The County has these contracts executed throughout the region for the departments who have County land within their response jurisdiction.

RECOMMENDATION

Staff recommends renewal of the contract.

Attachments

2020-2021 ILA - Fire Services

Map

THE COUNTY OF DENTON

§
§
§
§

CITY OF CORINTH
LAKE CITIES
FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2020, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Corinth, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

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

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

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

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

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

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2020, and ending September 30, 2021.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Lake Cities area in

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

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Lake Cities*" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the

AGENCY's equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

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

III. **PERFORMANCE OF SERVICE**

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

IV. **COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$600.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2020, to September 30, 2021. The **COUNTY** anticipates the **AGENCY** to run approximately **34** fire calls for a total funding of **\$20,400.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$30,400.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

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

VI.
RESPONSIBILITY OF THE COUNTY

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

VII.
RESPONSIBILITY OF THE AGENCY

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

VIII.
APPLICABLE LAW

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

IX.
DEFAULT

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

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the

termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI. GOVERNMENTAL IMMUNITY

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

XII. ENTIRE AGREEMENT

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

XIII. LAW OF CONTRACT

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

XIV. SEVERABILITY

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

XV.
AUTHORITY

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

XVI.
SERVICE AREA

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

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

The City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

By _____
Andy Eads
Denton County Judge

By _____
Name _____
Title _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

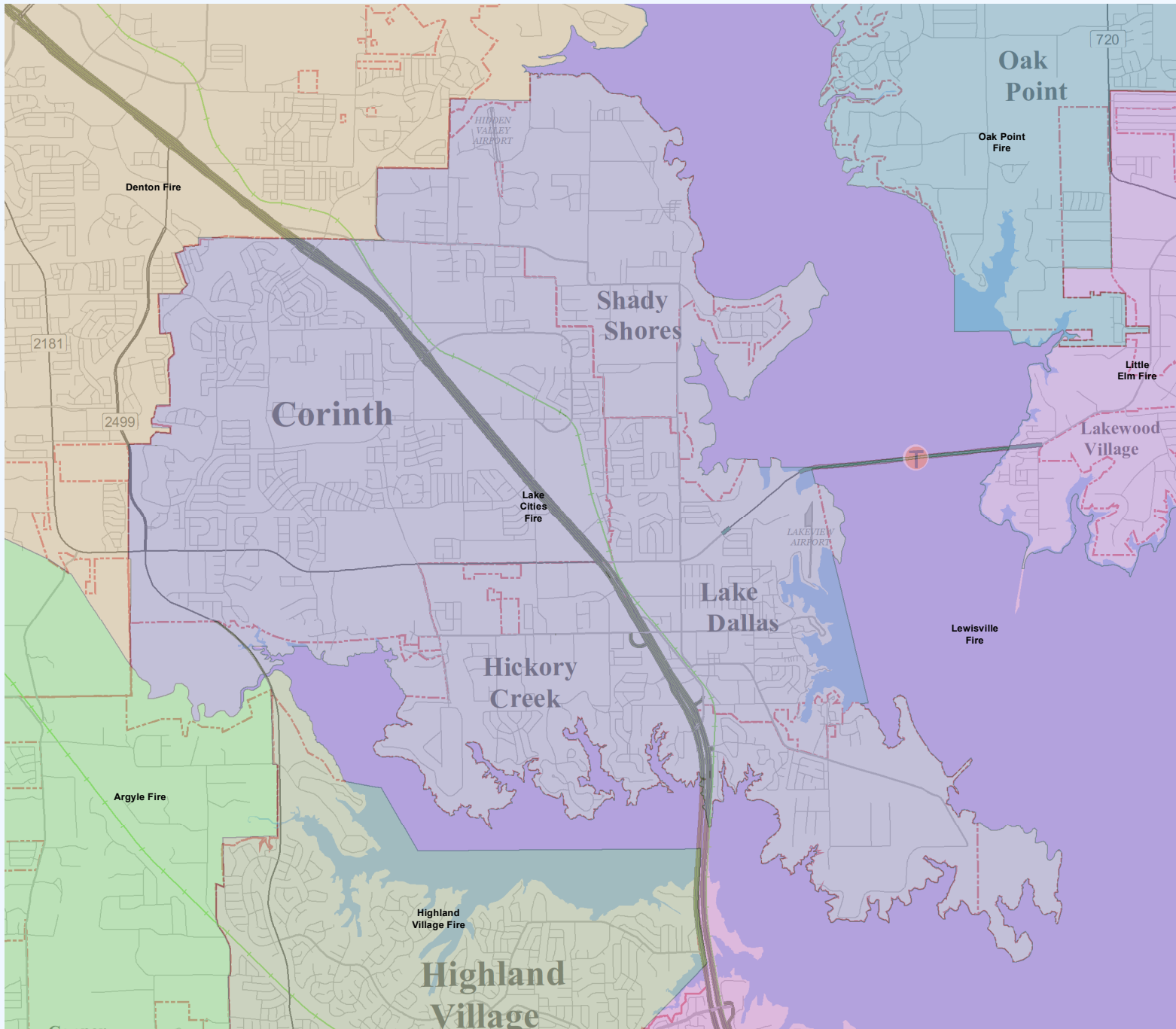
APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

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

Denton County Auditor



Andy Eads - County Judge
 Hugh Coleman - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

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

City Population

Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder ~2,000

NAD 1983 StatePlane (Zone 5351)
 Texas North Central Lambert Conformal Conic



1 inch = 1 miles
 October 22, 2020

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

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

CONTACT INFORMATION
 LANDMARK MAP: gis.dentoncounty.gov
 E-MAIL: gis@dentoncounty.gov

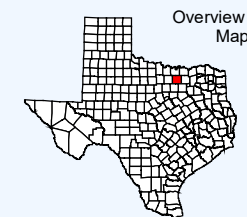


EXHIBIT A - FIRE
Corinth/Lake Cities

City Council Regular and Workshop Session

Meeting Date: 12/03/2020

Title: Denton County Interlocal Agreement for Ambulance Services

Submitted For: Michael Ross, Fire Chief

Submitted By: Michael Ross, Fire Chief

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Consider and act on an Interlocal Agreement for the Lake Cities Fire Department to provide Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

AGENDA ITEM SUMMARY/BACKGROUND

The Lake Cities Fire Department responds to unincorporated areas that lie within the boundaries of our response district. For example, the Lake Lewisville Bridge is County as well as scattered parcels of land throughout the Lake Cities area. The contract has been renewed for many years. The County pays a set amount listed in the contract for each response made into the County areas. The County has these contracts executed throughout the region for the departments who have County land within their response jurisdiction.

RECOMMENDATION

Staff recommends renewal of the contract.

Attachments

2020-2021 ILA - Ambulance Services

Map

THE COUNTY OF DENTON

§
§
§
§
§

**THE CITY OF CORINTH
LAKE CITIES FIRE
DEPARTMENT -
AMBULANCE SERVICES**

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2020, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Corinth, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

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

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

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

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

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

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

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

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

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2020, and ending on September 30, 2021.

II.
DEFINITIONS

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

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

III. **SERVICES**

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

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

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

IV. **PERFORMANCE OF SERVICES**

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

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$31,811.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4702 per capita; said sum computes to \$17,472.98.
2. A fixed sum of \$275.9890 per ambulance transport for an estimated maximum amount of \$12,971.48. Said sum is based upon 47 transports made by the **AGENCY** in fiscal year 2020.
3. A fixed sum based on 1.97 rural miles in the agreed operating territory; said sum computes to \$1,366.45.

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

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

VI.
FINANCIAL RECORDS

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

VII.
RESPONSIBILITY OF THE COUNTY

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

VIII.
RESPONSIBILITY OF THE AGENCY

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

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

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

XI.
TERMINATION

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

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

XII.
GOVERNMENTAL IMMUNITY

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

XIII.
ENTIRE AGREEMENT

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

XIV.
LAW OF CONTRACT

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

XV.
SEVERABILITY

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

XVI.
AUTHORITY

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

XVII.
SERVICE AREA

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

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By: _____
Andy Eads
Denton County Judge

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AGENCY:

The City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

By: _____
Name _____
Title _____

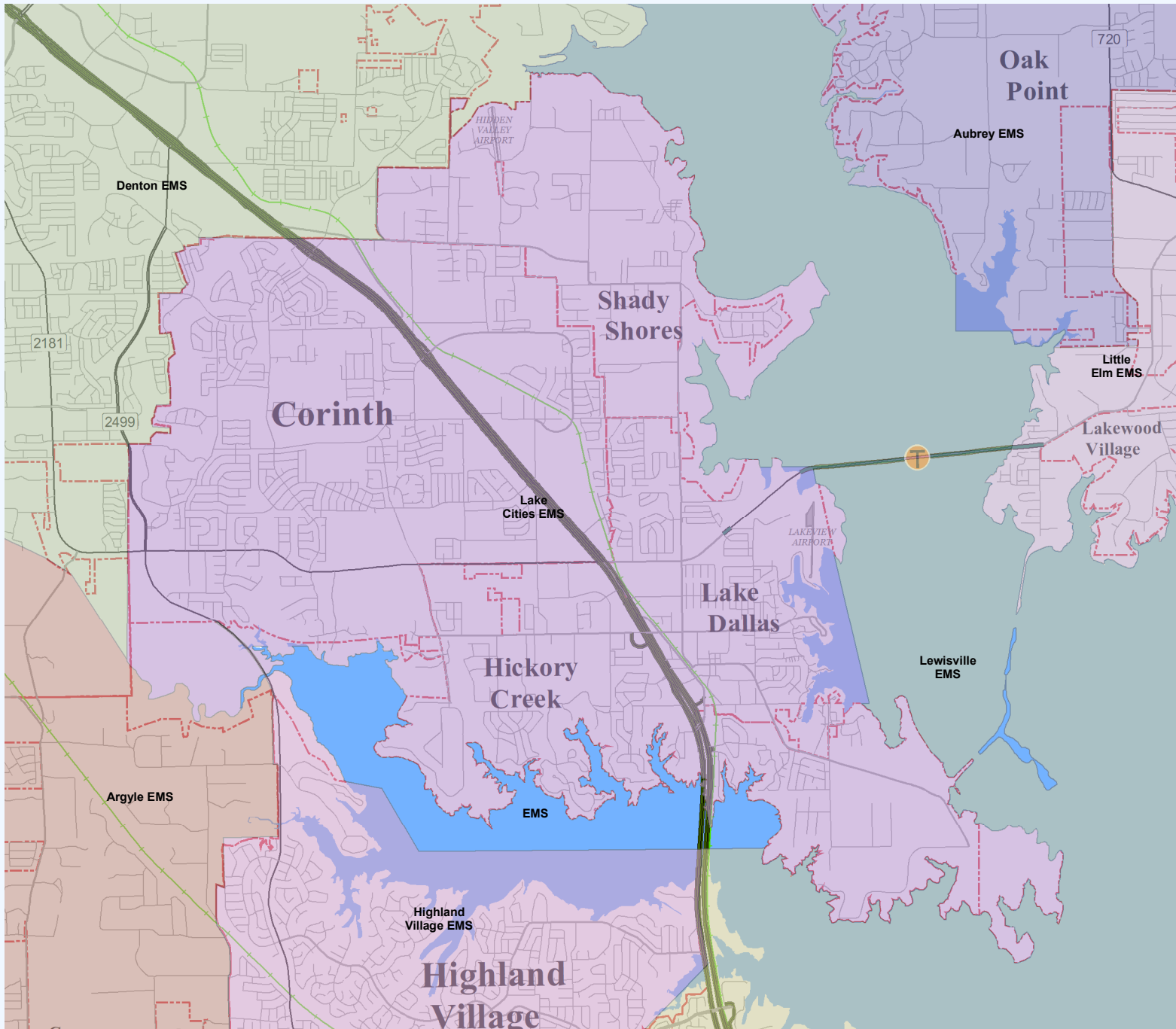
ATTEST:

By: _____
City Secretary









AUDITOR'S CERTIFICATE

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

Denton County Auditor



Andy Eads - County Judge
 Hugh Coleman - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

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

City Population

Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Posler < 2,000

NAD 1983 StatePlane (Zone 5351)
 Texas North Central Lambert Conformal Conic



1 inch = 1 miles
 October 22, 2020

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

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

CONTACT INFORMATION
 LANDMARK MAP: gis.dentoncounty.gov
 E-MAIL: gis@dentoncounty.gov



EXHIBIT A - EMS/AMBULANCE

Corinth/Lake Cities

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Coserv - Resolution for rate change
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Consider and act on Resolution 20-12-03-26 suspending the January 23, 2021, effective date of CoServ Gas, LTD.'s requested increase to permit the city time to study the request and to establish reasonable rates; Approving cooperation with other cities in the Coserv Gas, Ltd. service area; Hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring reimbursement of cities' rate case expenses; Finding that the meeting at which this resolution is passed is open to the public as required by law; Requiring notice of this resolution to the company and legal counsel.

AGENDA ITEM SUMMARY/BACKGROUND

CoServ Gas has filed a rate application with cities that have original jurisdiction over their rates and services. Under the application, the Company is proposing to increase system-wide distribution rates by \$9.6 million per year (an increase of 11.6% on total revenues) and by \$8.1 million within cities (an increase of 29.0% on base rates for the incorporated areas). Additionally, they are requesting: (1) approval of depreciation rates; (2) a prudence determination for capital investment; (3) a finding that certain accounting orders are reasonable and accurate; and (4) a surcharge on customer bills to recover rate case expenses associated with the filing of this statement of intent.

CoServ also filed its application at the Railroad Commission. As Lloyd Gosselink has done in the past, they are planning to participate in the case and have filed a motion to intervene. Cities will be added as they join the group. As a rate-making proceeding, cities are entitled to reimbursement of their legal and consulting expenses. Thus, there will be no direct charge to our city as a participant in the rate case.

As a city with original jurisdiction over CoServ's rates, Council will need to take action on CoServ's application using the attached resolution. This resolution authorizes the hiring of Lloyd Gosselink, intervention in the Railroad Commission proceeding, and suspends the rate filing. Rather than permit the increase to go into effect within our city, Lloyd Gosselink advises cities to suspend the rate filing for 90 days via the attached resolution. This will give them more time to review the application.

RECOMMENDATION

Staff recommends approval of Resolution 20-12-03-26.

Attachments

Resolution - CoServ Gas Suspension
CoServ Gas Model Staff Report

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 20-12-03-26**

A RESOLUTION OF THE CITY OF CORINTH, TEXAS, SUSPENDING THE JANUARY 23, 2021 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV GAS, LTD. SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN DOCKET OS-20-00005136 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Corinth ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company's service area, effective January 23, 2021; and

WHEREAS, the City is a gas customer of CoServ and a regulatory authority with exclusive original jurisdiction over the rates and charges of CoServ within the City; and

WHEREAS, it is reasonable for the City of Corinth to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, CoServ has filed an application with the Railroad Commission, Docket No. OS-20-00005136 that could become the docket into which appeals of city action on the CoServ filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the January 23, 2021, effective date of the rate request submitted by CoServ on or about November 13, 2020, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the CoServ service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of Corinth hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to represent the City in all matters associated with the CoServ application to increase rates and appeals thereof.

SECTION 4. That intervention in Railroad Commission Docket No. OS-20-00005136 is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by CoServ.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd. 7701 South Stemmons Freeway, Corinth, Texas 76210 (CHarrell@coserv.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____ 2020.

Mayor, City of Corinth

ATTEST:

Lana Wylie, Interim City Secretary

MODEL STAFF REPORT REGARDING COSERV'S REQUESTED RATE CHANGE

PURPOSE:

On November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within its service area, effective January 23, 2021.

CoServ is seeking to increase its gas rates on a system-wide basis by \$9.6 million per year, and by \$8,113,409 in the incorporated areas. This equates to an increase of 11.6% on total revenues, or 29.0% increase in base rates for the incorporated areas. CoServ is also requesting: (1) Commission approval of depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) a finding that the approvals of the administrative orders by the Gas Services Division of the Commission based on the Accounting Order in Gas Utilities Docket No. 10695 are reasonable and accurate; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

The resolution suspends the January 23, 2021 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CoServ's rate request is deemed approved.**

Explanation of "Be It Resolved" Sections:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on CoServ's request to increase rates by January 23, 2021.

Section 2. This provision authorizes the City to participate in a coalition of cities served by CoServ in order to more efficiently represent the interests of the City and their citizens.

Section 3. This section authorizes the hiring of attorney Thomas Brocato and the law firm of Lloyd Gosselink to represent the City in the matters related to CoServ's application to increase its rates.

Section 4. This section authorizes the City's intervention in CoServ's application for approval to increase its rates before the Railroad Commission in Docket No. OS-20-00005136.

Section 5. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the coalition of cities will submit monthly invoices that will be forwarded to CoServ for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 7. This section provides that both CoServ's counsel and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

City Council Regular and Workshop Session

Meeting Date:	12/03/2020	
Title:	Crosspoint - Drainage Agreement	
Submitted For:	Helen-Eve Beadle, Director	Submitted By: George Marshall, Engineer
Finance Review:	N/A	Legal Review: Yes
City Manager Review:	Approval: Bob Hart, City Manager	
Strategic Goals:	Land Development Infrastructure Development	

AGENDA ITEM

Consider entering into a drainage maintenance agreement with the Crosspointe Subdivision Homeowners Association for the operation and maintenance of the detention basin located upstream from their development.

AGENDA ITEM SUMMARY/BACKGROUND

The Staff has been working with the Developer of the Crosspointe Subdivision at the southwest corner of Tower Ridge Drive and Lake Sharon Drive on obtaining their Letter of Map Revision (LOMR) from the Federal Emergency Management Administration (FEMA) for their development within the 1% chance floodplain. This development was reviewed and approved for construction prior to current City engineering staff employment. Prior staff had agreed to allowing the developer skipping the step of obtaining a Conditional Letter of Map Revision (CLOMR) prior to construction. Prior staff had also agreed to allowing the developer to assume certain criteria regarding hydrology and hydraulics. The development was constructed and the developer was prohibited from constructing on two of the remaining lots within the subdivision prior to obtaining FEMA LOMR approval. At the end of constructing the development the engineer submitted the LOMR for FEMA approval. As a condition of the LOMR, FEMA is requiring that the City have responsibility related to the long-term maintenance of the existing detention basin upstream of the Crosspointe Development. The detention basin was constructed as part of the Tower Ridge Apartments. Considering the history with the apartment complex and the FEMA regulations, City Staff has requested that the homeowner's association for the Crosspointe development have a financial and maintenance responsibility for the long term upkeep of the existing detention basin. This is due to the fact that the downstream development, Crosspointe, benefits to the detention provided by the apartment complex basin. The attached agreement allows for the maintenance for the detention basin to be as follows in order of responsibility: 1) Tower Ridge Apartments, 2) Crosspointe Homeowner's Association, and lastly 3) City of Corinth. The main purpose of this agreement is to limit the City's overall maintenance responsibility. If issues related to the detention basin appear, the City will ask that the Tower Ridge Apartments to fix the problems. Second, if the apartment complex fails to provide the necessary maintenance, the City will require the Crosspointe Homeowner's Association to fix any problems and lastly, the City will perform any necessary repairs and then bill/assess the Apartment Complex and the Homeowner's Association for any financial responsibility.

RECOMMENDATION

The Engineering Department recommends approval of entering into the Drainage Maintenance Agreement with the Crosspointe Homeowner's Association and establishing that the Crosspointe Homeowner's Association ultimately responsible for any long term maintenance.

Attachments

Drainage Maintenance Agreement

**DRAINAGE AREA EASEMENT MAINTENANCE AGREEMENT
FOR THE CROSSPOINTE ADDITION**

Date: _____, 2020

City: CITY OF CORINTH, TEXAS

**City's
Mailing Address:** 3300 Corinth Parkway
Corinth, TX 76208

HOA: CROSSPOINTE HOMEOWNERS ASSOCIATION, INC., a
Texas non-profit corporation

**HOA's
Mailing Address:** 8214 Westchester Drive, Suite 710
Dallas, Texas 75225

Easement Area: Block A, Lot 1 of the Tower Ridge Apartments Addition Final Plat,
recorded in Cabinet X, Page 564 of the Plat Records of Denton
County, Texas, attached hereto as Exhibit A.

**Crosspointe
Addition Final Plat:** Crosspointe Addition Final Plat is recorded in the Plat Records of
Denton County, Texas, Document Number 2019-446, attached
hereto as Exhibit B.

O&M Plan: Operations and Maintenance Plan for the detention pond located
within the Easement Area described above is attached hereto as
Exhibit C.

RECITALS

- 1.01 A detention pond is currently located within the Easement Area ("Pond"). According to Section 3.05.16(3)(b) of the City's Code of Ordinances, the Pond must be maintained according to certain City standards.
- 1.02 Pursuant to the Crosspointe Addition Final Plat, the City has the legal right to utilize the drainage easement within the Easement Area to accommodate stormwater flows from the Crosspointe Addition. The Pond is sized to accommodate these stormwater flows.
- 1.03 The Federal Emergency Management Agency, ("FEMA"), has approved reclamation of portions of the 1% chance floodplain located in the Crosspointe Addition. FEMA has requested that HOA comply with the Operations and Maintenance Plan attached hereto as Exhibit C, in connection with the Pond ("Plan"). The Plan requires that a homeowner's association for the Crosspointe Addition maintain the Pond. HOA is the homeowner's association which has been formed for such purpose; however, the

owner of the Easement Area has not granted the HOA the right to enter on to the Easement Area for such purposes.

SCOPE OF MAINTENANCE

- 2.01 Prior to the date on which the owner of the Easement Area grants to the HOA the right to enter the Easement Area for purposes of maintaining the Pond in accordance with the requirements of the Plan, the City agrees to maintain the Pond in accordance with such requirements. The HOA agrees to reimburse the City for the reasonable costs and expenses incurred by the City in connection with such maintenance of the Pond. The HOA agrees to maintain sufficient reserves to reimburse the City for such costs and expenses within thirty (30) days following the HOA's receipt of an invoice for such costs and expenses submitted by City to HOA at the mailing address listed in this Agreement. After the owner of the Easement Area has granted the HOA the right to enter the Easement Area for purposes of maintaining the Pond, the HOA agrees to maintain the Pond at its sole cost and expense in a reasonably orderly condition as set forth in the Plan and City shall no longer be required to maintain the Pond in any manner. Notwithstanding the foregoing, City shall be responsible for repairing and/or replacing any damage to the Pond solely caused by City or any of its contractors or representatives without reimbursement from the HOA, for maintenance performed by City before HOA takes ownership of the Easement Area.
- 2.02 City and HOA agree to cooperate as needed in order to allow the City or the HOA, as applicable, to comply with the Plan.

ENFORCEMENT

- 3.01 The parties to this Agreement may enforce, by any proceeding at law or in equity, including specific performance, the easements, restrictions, and obligations imposed by this Agreement. Failure to enforce any easement, restriction, or obligation created in this Agreement does not waive the future right to do so.

MODIFICATION OR TERMINATION

- 4.01 This Agreement may be modified, amended or terminated only by the joint action of the City and the HOA.
- 4.02 HOA shall keep City apprised of its official mailing address within five (5) business days of such address changing.

VENUE

- 5.01 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Denton County, Texas, and that exclusive venue shall lie in Denton County, Texas.

SEVERABILITY

6.01 If any part, or the application of, this Agreement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Agreement are not affected thereby. All provisions of this Agreement are severable to maintain in full force and effect the remaining provisions of this Agreement.

INCORPORATION

7.01 The Exhibits annexed to this Agreement are incorporated into the Agreement for all purposes.

BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY

Executed by City and HOA, this _____ day of _____, 2020.

CITY:

CITY OF CORINTH, TEXAS

By: _____

Name: _____

Its: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, the _____ of the City of Corinth, Texas, on behalf of said city.

[S E A L]

Notary Public, State of _____

My Commission Expires:

Printed Name of Notary Public

HOA:

**CROSSPOINTE HOMEOWNERS
ASSOCIATION, INC.**, a Texas non-profit
corporation

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, the _____ of CROSSPOINTE
HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said
corporation.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

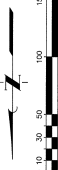
Printed Name of Notary Public

EXHIBIT A

Easement Area as Depicted on the Tower Ridge Apartments Addition Final Plat

S 0°02'59" W 1200.91'

1.76 589



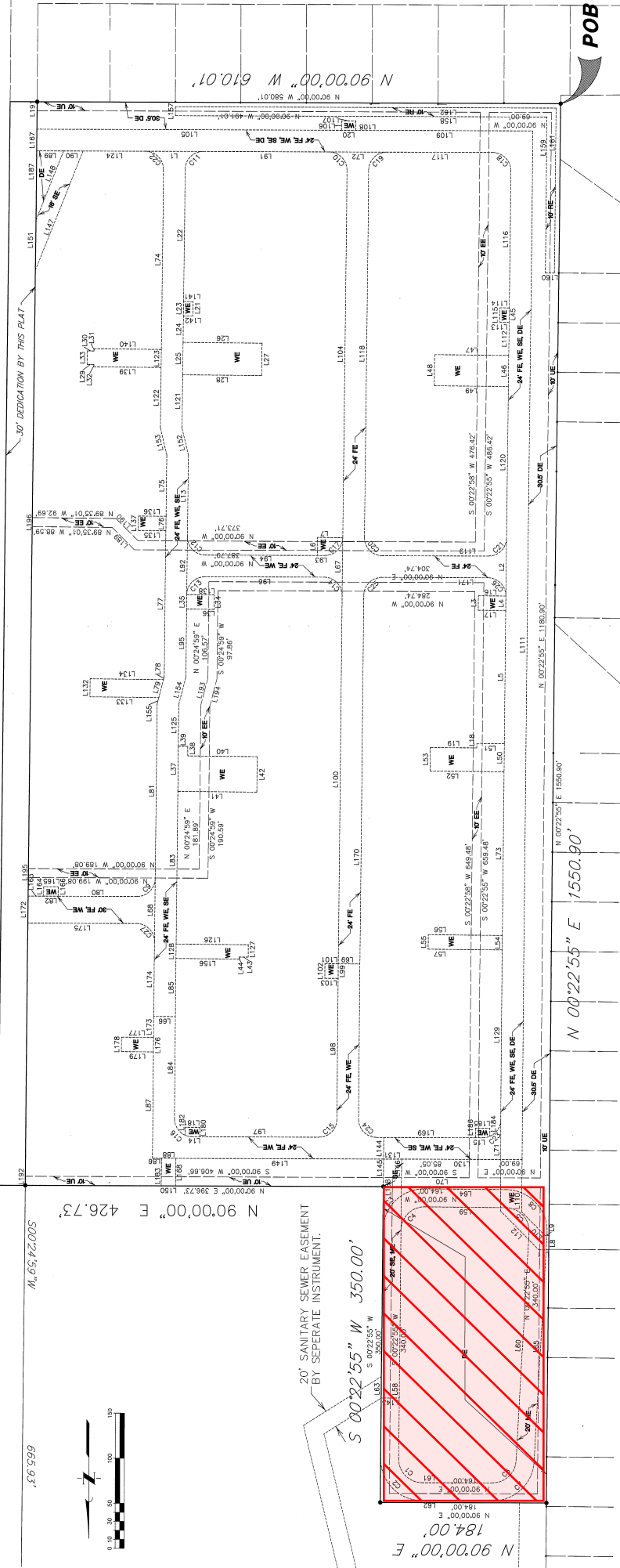
M 65.7 ± 2.005

N 90°00'00" E 426.73'

20' SANITARY SEWER EASEMENT BY SEPARATE INSTRUMENT.

S 0°02'55" W 350.00'

N 90°00'00" E 184.00'



POB

610.10' M 00.0006' N

EASEMENT DETAIL (SEE LINE & CURVE TABLE BELOW)

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE												
L1	S 0°02'55" W	350.00'	L101	N 0°02'55" E	1550.90'	L181	S 0°02'55" W	350.00'	L161	N 0°02'55" E	1550.90'	L141	S 0°02'55" W	350.00'	L121	N 0°02'55" E	1550.90'	L101	S 0°02'55" W	350.00'	L81	N 0°02'55" E	1550.90'	L61	S 0°02'55" W	350.00'			
L2	S 0°02'55" W	350.00'	L102	N 0°02'55" E	1550.90'	L182	S 0°02'55" W	350.00'	L162	N 0°02'55" E	1550.90'	L142	S 0°02'55" W	350.00'	L122	N 0°02'55" E	1550.90'	L102	S 0°02'55" W	350.00'	L82	N 0°02'55" E	1550.90'	L62	S 0°02'55" W	350.00'	L42	N 0°02'55" E	1550.90'
L3	S 0°02'55" W	350.00'	L103	N 0°02'55" E	1550.90'	L183	S 0°02'55" W	350.00'	L163	N 0°02'55" E	1550.90'	L143	S 0°02'55" W	350.00'	L123	N 0°02'55" E	1550.90'	L103	S 0°02'55" W	350.00'	L83	N 0°02'55" E	1550.90'	L63	S 0°02'55" W	350.00'	L43	N 0°02'55" E	1550.90'
L4	S 0°02'55" W	350.00'	L104	N 0°02'55" E	1550.90'	L184	S 0°02'55" W	350.00'	L164	N 0°02'55" E	1550.90'	L144	S 0°02'55" W	350.00'	L124	N 0°02'55" E	1550.90'	L104	S 0°02'55" W	350.00'	L84	N 0°02'55" E	1550.90'	L64	S 0°02'55" W	350.00'	L44	N 0°02'55" E	1550.90'
L5	S 0°02'55" W	350.00'	L105	N 0°02'55" E	1550.90'	L185	S 0°02'55" W	350.00'	L165	N 0°02'55" E	1550.90'	L145	S 0°02'55" W	350.00'	L125	N 0°02'55" E	1550.90'	L105	S 0°02'55" W	350.00'	L85	N 0°02'55" E	1550.90'	L65	S 0°02'55" W	350.00'	L45	N 0°02'55" E	1550.90'
L6	S 0°02'55" W	350.00'	L106	N 0°02'55" E	1550.90'	L186	S 0°02'55" W	350.00'	L166	N 0°02'55" E	1550.90'	L146	S 0°02'55" W	350.00'	L126	N 0°02'55" E	1550.90'	L106	S 0°02'55" W	350.00'	L86	N 0°02'55" E	1550.90'	L66	S 0°02'55" W	350.00'	L46	N 0°02'55" E	1550.90'
L7	S 0°02'55" W	350.00'	L107	N 0°02'55" E	1550.90'	L187	S 0°02'55" W	350.00'	L167	N 0°02'55" E	1550.90'	L147	S 0°02'55" W	350.00'	L127	N 0°02'55" E	1550.90'	L107	S 0°02'55" W	350.00'	L87	N 0°02'55" E	1550.90'	L67	S 0°02'55" W	350.00'	L47	N 0°02'55" E	1550.90'
L8	S 0°02'55" W	350.00'	L108	N 0°02'55" E	1550.90'	L188	S 0°02'55" W	350.00'	L168	N 0°02'55" E	1550.90'	L148	S 0°02'55" W	350.00'	L128	N 0°02'55" E	1550.90'	L108	S 0°02'55" W	350.00'	L88	N 0°02'55" E	1550.90'	L68	S 0°02'55" W	350.00'	L48	N 0°02'55" E	1550.90'
L9	S 0°02'55" W	350.00'	L109	N 0°02'55" E	1550.90'	L189	S 0°02'55" W	350.00'	L169	N 0°02'55" E	1550.90'	L149	S 0°02'55" W	350.00'	L129	N 0°02'55" E	1550.90'	L109	S 0°02'55" W	350.00'	L89	N 0°02'55" E	1550.90'	L69	S 0°02'55" W	350.00'	L49	N 0°02'55" E	1550.90'
L10	S 0°02'55" W	350.00'	L110	N 0°02'55" E	1550.90'	L190	S 0°02'55" W	350.00'	L170	N 0°02'55" E	1550.90'	L150	S 0°02'55" W	350.00'	L130	N 0°02'55" E	1550.90'	L110	S 0°02'55" W	350.00'	L90	N 0°02'55" E	1550.90'	L70	S 0°02'55" W	350.00'	L50	N 0°02'55" E	1550.90'
L11	S 0°02'55" W	350.00'	L111	N 0°02'55" E	1550.90'	L191	S 0°02'55" W	350.00'	L171	N 0°02'55" E	1550.90'	L151	S 0°02'55" W	350.00'	L131	N 0°02'55" E	1550.90'	L111	S 0°02'55" W	350.00'	L91	N 0°02'55" E	1550.90'	L71	S 0°02'55" W	350.00'	L51	N 0°02'55" E	1550.90'
L12	S 0°02'55" W	350.00'	L112	N 0°02'55" E	1550.90'	L192	S 0°02'55" W	350.00'	L172	N 0°02'55" E	1550.90'	L152	S 0°02'55" W	350.00'	L132	N 0°02'55" E	1550.90'	L112	S 0°02'55" W	350.00'	L92	N 0°02'55" E	1550.90'	L72	S 0°02'55" W	350.00'	L52	N 0°02'55" E	1550.90'
L13	S 0°02'55" W	350.00'	L113	N 0°02'55" E	1550.90'	L193	S 0°02'55" W	350.00'	L173	N 0°02'55" E	1550.90'	L153	S 0°02'55" W	350.00'	L133	N 0°02'55" E	1550.90'	L113	S 0°02'55" W	350.00'	L93	N 0°02'55" E	1550.90'	L73	S 0°02'55" W	350.00'	L53	N 0°02'55" E	1550.90'
L14	S 0°02'55" W	350.00'	L114	N 0°02'55" E	1550.90'	L194	S 0°02'55" W	350.00'	L174	N 0°02'55" E	1550.90'	L154	S 0°02'55" W	350.00'	L134	N 0°02'55" E	1550.90'	L114	S 0°02'55" W	350.00'	L94	N 0°02'55" E	1550.90'	L74	S 0°02'55" W	350.00'	L54	N 0°02'55" E	1550.90'
L15	S 0°02'55" W	350.00'	L115	N 0°02'55" E	1550.90'	L195	S 0°02'55" W	350.00'	L175	N 0°02'55" E	1550.90'	L155	S 0°02'55" W	350.00'	L135	N 0°02'55" E	1550.90'	L115	S 0°02'55" W	350.00'	L95	N 0°02'55" E	1550.90'	L75	S 0°02'55" W	350.00'	L55	N 0°02'55" E	1550.90'
L16	S 0°02'55" W	350.00'	L116	N 0°02'55" E	1550.90'	L196	S 0°02'55" W	350.00'	L176	N 0°02'55" E	1550.90'	L156	S 0°02'55" W	350.00'	L136	N 0°02'55" E	1550.90'	L116	S 0°02'55" W	350.00'	L96	N 0°02'55" E	1550.90'	L76	S 0°02'55" W	350.00'	L56	N 0°02'55" E	1550.90'
L17	S 0°02'55" W	350.00'	L117	N 0°02'55" E	1550.90'	L197	S 0°02'55" W	350.00'	L177	N 0°02'55" E	1550.90'	L157	S 0°02'55" W	350.00'	L137	N 0°02'55" E	1550.90'	L117	S 0°02'55" W	350.00'	L97	N 0°02'55" E	1550.90'	L77	S 0°02'55" W	350.00'	L57	N 0°02'55" E	1550.90'
L18	S 0°02'55" W	350.00'	L118	N 0°02'55" E	1550.90'	L198	S 0°02'55" W	350.00'	L178	N 0°02'55" E	1550.90'	L158	S 0°02'55" W	350.00'	L138	N 0°02'55" E	1550.90'	L118	S 0°02'55" W	350.00'	L98	N 0°02'55" E	1550.90'	L78	S 0°02'55" W	350.00'	L58	N 0°02'55" E	1550.90'

LEGEND
 DE DRAINAGE EASEMENT
 EE ELECTRIC EASEMENT
 FE FUEL LINE EASEMENT
 ME MAINTENANCE EASEMENT
 RE RETAINING WALL EASEMENT/NO BUILD ZONE
 SE SANITARY SEWER EASEMENT
 UE UTILITY EASEMENT
 WFE WATER EASEMENT

Filed for Record in
 Dallas County
 on the 02/20/20 at 09:29A
 Book Page
 2000
 Record Number - 30496
 Jones Street

FINAL FLAT
 OF
**TOWER RIDGE APARTMENTS
 BLOCK A, LOT 1**
 BEING
 18.31 ACRES
 OUT OF THE
 EDWIN MARSH SURVEY, ABSTRACT NO. 833
 CITY OF CORINTH
 DENTON COUNTY, TEXAS
 MARCH 2005

OWNER:
 THE ESTATE OF VIRGIL T. BRINTH
 550 DECKER DRIVE, SUITE 208
 IRVING, TEXAS 75062

DEVELOPER:
 TOWER RIDGE CORP/TH L LTD
 550 DECKER DRIVE, SUITE 208
 IRVING, TEXAS 75062

ENGINEER:
J.C. HESLER & PARTNERS
 3003 LA FREWAY, SUITE 910
 IRVING, TEXAS 75062
 (972) 488-3900

SURVEYOR:
J.C. HESLER & PARTNERS
 3003 LA FREWAY, SUITE 910
 IRVING, TEXAS 75062
 (972) 488-0440

FILE NO. 0117-007
 P. 6 OF 6
 SHEET 2 OF 2

Cathy pg 565

EXHIBIT B

Crosspointe Addition Final Plat

EXHIBIT C

Operations and Maintenance Plan

**OPERATIONS &
MAINTENANCE PLAN**

Tower Ridge Apartments



Prepared for:

Tower Ridge Corinth I LTD D103-184

227 Sandy Springs PL NE Atlanta, GA 30328

Prepared by:

Alex Donner, EIT

August 24th, 2020

Sign-off Sheet

This document entitled OPERATIONS & MAINTENANCE Plan was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Tower Ridge Corinth I LTD. (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party.

Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by __

(signature)

Alex Donner, EIT

Reviewed by __

(signature)

Brian Carrington, P.E., CFM



OPERATIONS & MAINTENANCE PLAN

Table of Contents

1.0	GENERAL INFORMATION	7
1.1	OPERATIONS AND MAINTENANCE PLAN GENERAL INFORMATION.....	7
1.2	O&M PLAN PURPOSE.....	7
1.3	DEFINITIONS.....	8
1.4	APPLICABILITY	8
2.0	GENERAL DESCRIPTION.....	8
2.1	GENERAL SITE INFORMATION	8
3.0	GENERAL MAINTENANCE	9
3.1	GENERAL MAINTENANCE PRACTICES	9
3.2	MAINTENANCE PROCEDURES	9
4.0	GENERAL INSPECTIONS.....	11
4.1	INSPECTION PROCEDURES	11
4.2	GENERAL INSPECTION PRACTICES.....	11
5.0	STANDARD OPERATING PROCEDURES	13
5.1	GRASS LINED DRY DETENTION POND AND SWALES.....	13
5.1.1	INSPECTION.....	13
5.1.2	DEBRIS AND LITTER REMOVAL	13
5.1.3	MOWING AND PLANT CARE.....	13
5.1.4	IRRIGATION SCHEDULING AND MAINTENANCE	13
5.1.5	FERTILIZER, HERBICIDE, AND PESTICIDE APPLICATION	14
5.1.6	SEDIMENT REMOVAL AND GROWING MEDIA REPLACEMENT.....	14
5.1.7	EROSION MAINTENENCE.....	14
5.1.8	PENALTIES & ENFORCEMENT.....	14
5.1.9	RESPONSIBILITY.....	14

LIST OF APPENDICES

APPENDIX A	INSPECTION/MAINTENANCE FIELD FORM	A.1
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1.0 GENERAL INFORMATION

Susan Colburn – Local Contact

Cell: (484) 437-1428

Project Name and Location: Tower Ridge Apartments

2560 Tower Ridge Dr. Corinth, Texas 76210

Owner Name and Address: Tower Ridge Corinth I LTD.

227 Sandy Springs PL NE Atlanta, GA 30328

1.1 OPERATIONS AND MAINTENANCE PLAN GENERAL INFORMATION

The Operations & Maintenance Plan, (“Plan”) is a written protocol in a document explaining how a Storm Water Management Facility system is to be operated on a day-to-day basis to ensure public health, safety and compliance with applicable regulations. In addition to being an important guide for any new staff, the O&M plan provides guidelines for the pond to operate in a consistent, safe, efficient manner that satisfies laws, rules, regulations and conditions required by jurisdictional authorities.

This Plan is not intended to interfere with, abrogate, or annul any other Laws (defined Section 1.3 below), and to the extent that the terms of this Plan are not in compliance with or conflict with such Laws, such noncompliance or conflict shall be resolved with priority of interpretation being given to such Laws. This Plan sets forth the minimum requirements for operation and maintenance of the Stormwater Management Facilities. Compliance with the requirements of this Plan and Laws shall be the sole responsibility of Owner (defined Section 1.3 below).

1.2 O&M PLAN PURPOSE

The purpose for Operation and Maintenance of Stormwater Management Facilities is to protect, maintain and enhance the public health, safety, and general welfare, protect aquatic resources, and maintain water quality by establishing minimum requirements and procedures to help control pollution and erosion associated with stormwater runoff.

Proper operation and maintenance of these facilities will minimize damage to public and private property by reducing the magnitude and frequency of flooding, channel siltation, and erosion.

This Operations Plan was developed, in part, to satisfy the City of Corinth and Federal Emergency Management Agency (FEMA) Regulations. This Plan contains a detailed SWMF, daily and routine operation and maintenance procedures for the pond, in addition to record keeping and emergency response procedures; this Plan is intended to ensure that the SWMF operates in a manner that satisfies applicable jurisdictional laws, rules, and regulations and that Owner understands its responsibilities.

1.3 DEFINITIONS

City Engineer: The City Engineer for the City of Corinth or his/her designee.

Engineering Department: The City of Corinth Engineering Department.

Laws: applicable federal, state, or local rule or regulation, administrative guideline, statute, or other provision of law or ordinance, as currently existing or as amended and applicable to Stormwater Management Facilities and/or this Operation and Maintenance Plan (collectively "Laws")

Owner: Owner, its employees, agents, contractors, heirs, representatives, assigns or any other third party acting on behalf of, for the benefit of, or at the direction of Owner, or for whom Owner is legally liable.

HOA: Crosspointe Homeowner's Association, Inc. is defined by the State of Texas Secretary of State Rolando B. Pablos in file number 802919366 as a Board of Directors (defined in said file) having the specific purposes of providing for the common services, maintenance, assessments, preservation and architectural control regarding the residential lots, common amenities and other facilities pertaining to Crosspointe.

Stormwater Management Facility(ies) (SWMF): Includes detention/retention basins, rain gardens, bio-retention areas, riparian buffers, and associated inflow and outfall structures, pipes, pump stations, drainage swales and channels, and other associated storm drain facilities.

1.4 APPLICABILITY

It is the policy of the City of Corinth that all Stormwater Management Facilities which service a single lot or commercial or land development shall be privately owned and maintained. Inspection and maintenance agreements in the form and substance approved by the City of Corinth are therefore required in all new or existing developments where a Stormwater Management Facility is located upon private property and the owner is other than the City of Corinth. The City of Corinth is not responsible for the design, construction, operation, maintenance or use of any Stormwater Management Facility developed, constructed or used by the owner or his successor, assigns or heirs in interest. The Owner shall require any successor, assigns or heirs in interest to accept full responsibility and liability for maintenance and operation of the Stormwater Management Facility in compliance with this Plan and Laws. It is also expressly required that the Owner shall impose these obligations and responsibilities upon any successor, assigns or heirs in interest, including without limitation a Property Owners Association, Home Owners Association, Planned Improvement District or entity performing similar duties, the full obligations and responsibility of maintaining and operating said all Stormwater Management Facilities in accordance with the Plan and Laws.

2.0 GENERAL DESCRIPTION

2.1 GENERAL SITE INFORMATION

The SWMF is located on Owner's privately owned property within an easement at 2560 Tower Ridge Dr, Corinth, TX 76210, near the southwest corner of the intersection of Lake Sharon Drive and Tower Ridge Road. HOA will be allowed access and use of the easement for maintenance on behalf of the City of Corinth.

3.0 GENERAL MAINTENANCE

3.1 GENERAL MAINTENANCE PRACTICES

At minimum, the SWMF shall be inspected and maintained at monthly intervals and after each rainfall event in excess of one-half (1/2) inch of precipitation to ensure that the systems are functioning as designed. Damages will be repaired or replaced immediately and shall be conducted within twenty-four (24) hours of the written inspection report.

Silt accumulation at each control shall be removed and properly disposed when the depth of accumulation exceeds six (6) inches. Permanent seeding and planting shall be inspected for bare spots, washouts and healthy growth. A written report documenting all inspections, repairs, maintenance, and testing required by this Section shall be maintained by HOA and made available for inspection by City or other regulatory agency at all times.

3.2 MAINTENANCE PROCEDURES

Stormwater Management Facility Maintenance Programs are separated into three (3) broad categories of work. The categories are separated based upon the magnitude and type of the maintenance activities performed. A description of each category follows:

1. Routine Work:

The majority of this work consists of regularly scheduled mowing and trash and debris pickups for stormwater management facilities during the growing season. This work also includes items such as the removal of debris/material that may be clogging the outlet structure. It may also include activities such as weed control, mosquito treatment and algae treatment. These activities normally will be performed numerous times during the year. These items can be completed without any prior notification to the City of Corinth.

2. Minor Work

This work consists of a variety of isolated or small-scale maintenance/operational problems. An example of small scale maintenance includes but is not limited to erosion repairs less than 50 sf. Most of this work can be completed by a small crew, hand tools, and non-motorized equipment. These items require notification, at least seven (7) days prior to the start of work, to the City of Corinth at 940-465-6698.

3. Major Work

This work consists of larger maintenance/operational problems and failures within the stormwater management facilities. All Major Work requires submittal to the Engineering Department for permit plan approval prior to the start of work or any activity at the site, including staging, unless approved in writing by the City Engineer. This work will most likely require a permit and engineering staff review of the proposed design and construction drawings to assess the situation. This work may also require more specialized maintenance equipment, design/details, surveying, or assistance through private contractors and consultants. All such work shall be conducted by HOA and payment of all fees, including fees due to the City or other regulatory agency shall be paid by HOA prior to issuance of any permit.

4. Emergency Work

Emergency Work consists of work that must be performed in an expeditious fashion in order to avoid delays when the time required for permitting and approvals would cause further damage to persons and/or structures directly resulting from such delay. Emergency work may be performed as necessary without a permit but may only be performed to the extent that such work mitigates the emergency. If additional permanent repairs or construction is required and immediate completion of those repairs is not necessary to address the emergency, HOA shall comply with requirements for permitting of Major Work. However, the HOA shall contact the City of Corinth Engineering Department at 940-498-3266 and Public Works Emergency line at 940-465-6698 and request that the inspection of their work within twenty-four (24) hours of completion of the work or on the next business day after completion of their work if work occurs on a weekend day or holiday.

4.0 GENERAL INSPECTIONS

4.1 INSPECTION PROCEDURES

Stormwater Management Facilities experience conditions which can lead to degraded efficiency and objectionable conditions. Scheduled, periodic inspections should provide the foundation for a comprehensive maintenance program. Inspections should be submitted to the City for review and approval and the City will check for completion of deficiencies. Should deficiencies not be rectified, a formal code enforcement process will be followed. Detailed inspections occurring, at least annually, should be conducted by a registered engineer or landscape architect to ensure that the facility is operating as designed and to identify any maintenance, which the Stormwater Management Facility may require. Inspections to the Stormwater Management Facility shall include, but shall not be limited to the following:

1. Excessive vegetative growth
2. Trash and debris accumulation
3. Inadequate vegetative cover
4. Sedimentation
5. Erosion (erosion and bare areas should be backfilled with topsoil, compacted, and re-seeded)
6. Insect control problems
7. Outlet stoppages
8. Algal growth
9. Fence damage
10. Damaged outfall structures
11. Rip rap displacement
12. Outfall erosion
13. Adequate mowing schedules

A substantial copy of an inspection checklist is provided with as **Appendix "A"** to this Plan and shall be used as part of the inspection process. Appendix "A" may be updated or amended from time to time without amendment to this Plan as determined necessary by the City or any other regulatory agency. In addition to regularly scheduled inspections, the annual inspection shall be performed to identify deficiencies during any visits by maintenance personnel. After major storm events, events consisting of 5" of rain or a 5-year storm event, the facility should be checked for clogging of the outlet structure/s.

4.2 GENERAL INSPECTION PRACTICES

All stormwater management facilities shall be inspected by a qualified individual at a minimum of one time per year. The HOA will designate a Registered Professional Engineer and/or Certified Stormwater Control Inspector (NPDES) to perform the SWMF inspection.

The inspection will be conducted by a Registered Professional Engineer and/or Certified Stormwater Control Inspector (NPDES) at least once every month and within twenty-four (24) hours after a storm providing one-half (1/2) inch of rainfall or greater.

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection and actions taken in accordance with items above shall be made and sent to the City and to HOA. Within ten (10) business days of the date of the report, HOA shall provide a written response to City providing a detailed plan for remediation of any and all

deficiencies identified in the report and a time frame for such remediation. All remediation shall be completed within thirty (30) days of the date of the report unless due to the nature and scope of the required remediation additional time is needed for a reason other than cost. If additional time is necessary for a reason other than cost, HOA shall submit a detailed plan for such remediation and a timeline for completion. Such timeline shall not exceed sixty (60) days unless a a Registered Professional Engineer and/or Certified Stormwater Control Inspector (NPDES) certifies that additional time is required for remediation, provides a detailed explanation for the need for additional time, and provides a proposed timeline for approval by City. The report shall be signed by applicable personnel at the conclusion of all inspection/construction activities.

5.0 STANDARD OPERATING PROCEDURES

5.1 GRASS LINED DRY DETENTION POND AND SWALES

Grass lined dry detention ponds and swales require maintenance of the turf cover and repair of rill or gully development. Healthy vegetation can often be maintained without using fertilizers because runoff from lawns and other areas contains the needed nutrients. Periodically inspecting the vegetation over the first few years will help to identify emerging problems and help to plan for long-term restorative maintenance needs. This Section presents a summary of specific maintenance requirements and a required frequency of action.

5.1.1 INSPECTION

Inspect vegetation at least twice annually for uniform cover and traffic impacts. Check for sediment accumulation and rill and gully development. Inspect the pond surface at least twice annually following ½ inch or more of precipitation events to determine if the detention area is providing acceptable drainage. If standing water persists for more than twenty-four (24) hours after runoff has ceased, the pond surface should be further investigated and remedied. Additionally, check for erosion and repair, as necessary.

5.1.2 DEBRIS AND LITTER REMOVAL

Remove debris and litter from the pond to minimize possible clogging of the pipe outfall. Remove debris and litter from the overflow structure/outfall pipe. This must be done as needed based on inspection, but no less than two (2) times per year.

5.1.3 MOWING AND PLANT CARE

All vegetation:

Maintain healthy, weed-free vegetation. Weeds should be removed before they flower. The frequency of weeding will depend on the planting scheme and cover. When the growing media is covered with mulch or densely vegetated, less frequent weeding will be required.

Grasses:

When started from seed, allow time for germination and establishment of grass prior to mowing. If mowing is required during this period for weed control, it should be accomplished with hand-held string trimmers to minimize disturbance to the seedbed. After established, mow as desired or as needed for weed control. Following this period, mowing of native/drought tolerant grasses may stop or be reduced to maintain a length of no more than six (6) inches. Mowing of manicured grasses may vary from as frequently as weekly during the summer, to no mowing during the winter.

5.1.4 IRRIGATION SCHEDULING AND MAINTENANCE

Adjust irrigation throughout the growing season to provide the proper irrigation application rate to maintain healthy vegetation. Less irrigation is typically needed in early summer and fall, while more irrigation is needed during the peak summer months. Native grasses and other drought tolerant plantings should not typically require routine irrigation after establishment, except during prolonged dry periods.

Check for broken sprinkler heads and repair them, as needed. Completely drain the irrigation system before the first winter freeze each year. Upon reactivation of the irrigation system in the spring, inspect all components and replace damaged parts, as needed.

5.1.5 FERTILIZER, HERBICIDE, AND PESTICIDE APPLICATION

Use the minimum amount of biodegradable nontoxic fertilizers and herbicides needed to establish and maintain dense vegetation cover that is reasonably free of weeds. Fertilizer application may be significantly reduced or eliminated by the use of mulch-mowers, as opposed to bagging and removing clippings. To keep clippings out of receiving waters, maintain a twenty-five (25) foot buffer adjacent to open water areas where clippings are bagged. Hand-pull the weeds in areas with limited weed problems.

Frequency of fertilizer, herbicide, and pesticide application should be on an as-needed basis only and should decrease following establishment of vegetation.

5.1.6 SEDIMENT REMOVAL AND GROWING MEDIA REPLACEMENT

If ponded water is observed in a detention pond for more than twenty-four (24) hours after the end of a runoff event, check pipe outfall location and surrounding area for blockages/sediment accumulation and/or low areas due to erosion. Maintenance activities to restore storage capacity and draining of detention facilities will vary with the degree and nature of the issue. Proper notification to the City shall be required per Section 3.2 if maintenance falls under the Minor or Major Work categories.

5.1.7 EROSION MAINTENANCE

Facilities should be repaired if the erosion area reaches 10 square feet or is compromising the integrity of the outfall structure. Erosion should also be repaired if failure of any side slopes is imminent.

5.1.8 PENALTIES & ENFORCEMENT

Should the HOA fail to perform the activities listed in this Plan then the City may issue code enforcement citations and fine the property owner up to the maximum amount allowed by law.

5.1.9 RESPONSIBILITY

The HOA is solely responsible for the maintenance and operation of the Stormwater Management Facilities. The City of Corinth assumes no responsibility for the maintenance and operation of Owner's referenced stormwater facility.

APPENDICES

Appendix A
FIELD FORM

INSPECTION/MAINTENANCE

Stormwater Maintenance Facility Maintenance Inspection

Inspection Site			
Date of Inspection			
Inspector Name			
Location of Inspection			
Owner/Manager			
Type of Basin		<input type="checkbox"/> Wet Detention <input type="checkbox"/> Dry Detention	
Inspection Item	Date Removed/ Repaired/ Completed	NA	Comments
Remove trash and debris from detention pond area			
Remove woody vegetative growth from pond area including embankments			
Remove trash and debris around discharge structures			
Remove obstructions from pipes, inlets, or outlets			
Mow grassed slopes (wet detention) and basin floor (dry detention)			
Repair erosion to outfalls, spillways, structures, pipes, and embankments			
Repair and/or replace damaged or non-operational structures, such as risers, pipes, headwalls and aeration devices			
Remove vegetation overgrowth and debris from overflow spillway and grates			
Repair and/or replace damaged or non-operational structures, such as risers, pipes, headwalls and aeration devices			
Remove vegetation overgrowth and debris from overflow spillway and grates			
Inspect and remove invasive plants			
Observe and note sedimentation levels			
Dredge pond on a 5 to 10-year cycle to retain design capacity			

Owner/Developer Inspection and Maintenance Agreement

State of Texas

County of _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between (Insert Full Name of Owner) _____ hereinafter called the "Owner", and the City of Corinth, Texas hereinafter called the "City".

WHEREAS, the Owner is the owner of certain real property described as (Map/Parcel Identification Number) _____ as recorded by deed in the land records of Denton County, Texas, Deed Book _____ Page _____, hereinafter called the "Property."; and

WHEREAS, the Owner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, (Name of Plan/Development) hereinafter referred to as the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for stormwater management facilities within the confines of the Property; and

WHEREAS, the City and the Owner, its successors, assigns and heirs in interest, including any Property Owners Association, Homeowners Association, Planned Improvement District (PID) or other entity or entity performing similar duties, hereafter referred to as "Owner" agree that the health, safety, and welfare of the public require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises which are incorporated herein and the mutual covenants contained herein, and the following terms and conditions, the Parties hereto agree as follows:

Section 1.

Owner Rights and Obligations

- 1.01. Construction. The on-site stormwater management facilities shall be constructed by the Owner in accordance with the plans and specifications identified in the Plan in accordance with applicable laws and regulations ("Stormwater Facilities" or "Facility" or "Facilities").
- 1.02. Maintenance/Repair. The Owner shall adequately maintain and repair the Stormwater Facilities in accordance with the Owner's approved Operations and Management Plan ("O& M Plan"), this Agreement, and applicable federal, state and local rules and regulations. Owner's maintenance and

repair obligations include without limitation all pipes and channels built to convey storm water to the Facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as good working condition so that these Facilities are performing their design functions and maintained in accordance with the Plan and applicable federal, state and local laws, rules and regulations.

At its sole cost and expense, Owner shall perform all work necessary to keep the Facilities in good working order as required by the O&M Plan and applicable law. In the event a maintenance schedule for the Stormwater Management Facilities (including sediment removal) is outlined on the approved plans, the Owner shall comply with that schedule.

- 1.03. Inspection. The Owner shall inspect the Stormwater Facilities and submit an inspection report to the City annually and as otherwise required by the O&M Plan. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, and deficiencies shall be noted in the inspection report.

Section II. City Rights and Obligations

- 2.01 Access by City. The Owner agrees to continuously provide and allow City, its authorized agents and employees, access to enter upon the Property and to inspect the Stormwater Management Facilities at any time that City deems necessary in to determine whether the Facilities are operating properly and in accordance with the O&M Plan and applicable law. The City shall be allowed to access the Property. The City shall provide the Owner copies of the inspection findings and a directive to commence and complete repairs as necessary.

- 2.02. City's Right to Repair at Expense of Owner. In the event the Owner fails to maintain the Stormwater Management Facilities in accordance with the O&M Plan and applicable laws, including without limitation, City's ordinances and applicable federal, state and local laws, rules and regulations, as amended, such that the Facilities are in good working condition acceptable to the City, the City may enter upon the Property and take all steps necessary to correct deficiencies identified in the inspection report or otherwise identified by City and to charge the costs of such repairs to the Owner. In the event the City, performs work of any nature on the Facilities, or expends any funds in performance of work for labor, use of equipment, supplies, materials, or similar expenses for work on the Facilities, the Owner shall reimburse the City upon demand. Payments from Owner shall be due within ten (10) days of demand and shall accrue interest at the maximum rate allowed by law if not paid on or before the eleventh (11th) day after the date of City's demand.

Notwithstanding the foregoing, it is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities at any time, and in no event shall this Agreement be construed to impose any such obligation on the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the stormwater management facilities.

Section III.

Indemnification

Owner agrees to indemnify, defend, release and hold the City harmless for the design, construction, operation, maintenance or use of any Stormwater management facility to be developed, constructed or used by Owner or his successor, assigns or heirs. Owners shall release, defend, indemnify and hold harmless the City, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition or use of the stormwater management facility including any non-performance of the foregoing. The owner shall require any successor, assigns or heirs in interest to accept full responsibility and liability for the stormwater management facility. All the above shall be covenants running with the land. It

is expressly contemplated that the Owner shall impose these covenants upon all lots abutting, adjacent or served by the stormwater management facility. It is also expressly contemplated that the Owner shall impose these covenants upon any successor, assigns or heirs in interest the full obligation and responsibility of maintaining and operating said stormwater management facility. Owner shall at all times maintain insurance in amounts sufficient to comply with Owner's its indemnification obligations to City under this Section III.

Section IV. Miscellaneous Provisions

4.01. Severability. In the event 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 this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.02. Independent Parties. It is understood and agreed that Owner is an independent party, that Owner is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with this Agreement. All actions to be performed by Owner pursuant to this Agreement shall be in the capacity of an independent party, and not as an agent or employee of the City. Owner shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Owner, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Owner.

4.03. Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Owner shall make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

4.04. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter

4.05. Default/Termination. If at any time during the term of this Agreement, Owner shall fail to commence perform its obligations in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the O&M Plan, then City shall have the right but not the obligation, if Owner shall not cure any such default after ten (10) days written notice thereof, to perform the Owner's obligation(s) and file an insurance claim, lien or take other appropriate action against Owner to recover all costs and damages incurred by City as a result of Owner's failure to perform in accordance with the terms of this Agreement. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

4.06. Termination Without Cause. In addition to termination for default as set forth in Section 4.05 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Owner thirty (30) days written notice of such termination.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name)

(Type Title)

STATE OF _

COUNTY OF _____

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__,

by _____.

NOTARY PUBLIC _____

My Commission Expires: _____

City of Corinth, Texas

By: _____

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____,
by _____.

NOTARY PUBLIC _____

My Commission Expires: _____

Approved as to Form:

(City Attorney / Date)

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Appointment of Chair and Vice-Chair to Planning and Zoning Commission
Submitted For: Helen-Eve Beadle, Director **Submitted By:** Miguel Inclan, Planner
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government
Organizational Development

AGENDA ITEM

Consider and appoint a Chair and Vice-Chair for the Planning and Zoning Commission for Fiscal Year 2020-2021 per the procedures of the City Charter.

AGENDA ITEM SUMMARY/BACKGROUND

The City Council, upon recommendation of the Planning & Zoning Commission, shall appoint a Chair and Vice-Chair for the Commission each fiscal year.

RECOMMENDATION

The Planning and Zoning Commission recommends Brian Rush as Chair and Lindsey Baker as Vice-Chair for the 2020-2021 Fiscal Year.

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Planning & Zoning Board Appointment
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on the placement of the 2nd Alternate for the Planning and Zoning Commission.

AGENDA ITEM SUMMARY/BACKGROUND

During the regular meeting on November 19, 2020, City Council approved moving the Planning & Zoning Commission's Jennifer Olive from 1st Alternate to Place 1 Commissioner and William Roussell III from 2nd Alternate to 1st Alternate. Wade May had not reapplied for his placement and had not been interviewed during the Board Appointment interview process. He has submitted his application and would like to continue serving on the Planning & Zoning Commission. Dirk Bohse also applied for the Commission. Time will be allocated for an interview with Wade May. May's background and interview questions are attached.

RECOMMENDATION

Appointment to the position of 2nd Alternate for the Planning & Zoning Commission. Is a council decision under governance practices.

City Council Regular and Workshop Session

Meeting Date: 12/03/2020
Title: Resolution supporting Lake Cities Focus
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on Resolution No. 20-12-03-27 supporting the Lake Cities Focus.

AGENDA ITEM SUMMARY/BACKGROUND

The four lake cities are working together to initiate a non-profit to support the Lake Cities Focus which is intended to strengthen families through communication, activities, and education in the midst of pandemics, stress, and other uncertainties. The work is based on the developmental assets identified by the Search Institute. The Lake Cities Focus is intended to be an independent organization and to raise funds for their work. However, it needs to be organized. This resolution would authorize the City to pay for the legal work necessary to become a nonprofit entity with the Texas Secretary of State and the Internal Revenue Service.

RECOMMENDATION

Staff recommends approval of Resolution No. 20-12-03-27.

Attachments

Resolution - Lake Cities Focus

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 20-12-03-27**

**A RESOLUTION OF THE CITY OF CORINTH SUPPORTING THE
LAKE CITIES FOCUS INITIATIVE AND AUTHORIZING
EXPENDITURE OF PUBLIC FUNDS FOR THE CREATION OF NON-
PROFIT TO SUPPORT THE INITIATIVE.**

WHEREAS, the Lake Cities Focus was initiated to strengthen families through communication, activities, and education in the midst of pandemics, stress, and other uncertainties, and

WHEREAS, the Lake Cities Focus initiative will help empower community youth of the four Lake Cities to succeed in life; and

WHEREAS, youth can be given tools to succeed by increasing their Developmental Assets; and

WHEREAS, adults can help youth develop Developmental Assets by cultivating Developmental Relationships with youth in their lives; and

WHEREAS, the Search Institute can provide surveys, research reports, facilitators, and free resources to identify needs of youth in the community and help the community decide how to meet those needs, and

WHEREAS, the Lake Cities Focus initiative will necessitate a nonprofit to house the resources necessary to support youth and their families through the ways so described.

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

SECTION 1. Support the Lake Cities Focus initiative.

SECTION 2. Authorize the expenditure of public funds for the City Attorney to prepare and submit the Articles of Incorporation and Bylaws to the Texas Secretary of State and Internal Revenue Service (IRS) for consideration as a nonprofit organization.

PASSED AND APPROVED this _____ day of _____ 2020.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary