



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, July 18, 2019, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a report and hold a discussion on the 2019 Corinth Resident Survey.
2. Receive a report and hold operational discussions on the Fire Department, Police Department and Public Works Department.
3. Receive a report, hold a discussion, and provide staff direction on the Strategic Plan - Corinth 2030.
4. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

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

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

CONSENT AGENDA

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

1. Consider and act on the minutes from the June 6, 2019 Workshop Session.
2. Consider and act on minutes from the June 6, 2019 Regular Session.

3. Consider and act on a Resolution approving a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas and M&P Building, Inc., that provides incentives for the construction and operation of a retail center in the City.
4. Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2019 property taxes for the City of Corinth.
5. Consider and act on Ordinance No. 19-07-18-24, adopting an update of the Water Conservation and Drought Contingency Plan amending Chapter 51 of the Code of Ordinances and providing an effective date.

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

6. Consider and act upon an ordinance amending the City's Code of Ordinances, Title XV: Land Usage, Chapter 150: Building Regulations, Section 150.36: Board of Construction Appeals.

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. MCM Contract for Lake Sharon Roadway Extension.

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

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

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental

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

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

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

7. Consider and act on the Termination and Settlement Agreement for Paving, Drainage and Water Improvements for Lake Sharon Drive, by and between the City, Magnum Construction Management, LLC f/k/a Munilla Construction Management, LLC, and Berkshire, Hathaway Specialty Insurance Company; and authorizing the Mayor or his designee to execute necessary documents.

8. Consider and act on the Tender Agreement for Completion of the Lake Sharon Drive Project, by and between the City, Berkshire Hathaway Specialty Insurance Company, and Wildstone Construction, LLC; and authorizing the Mayor or his designee to execute necessary documents.

ADJOURN:

Posted this 12th day of July, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: 2019 Citizen Survey
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement &
Proactive Government
Organizational Development

AGENDA ITEM

Receive a report and hold a discussion on the 2019 Corinth Resident Survey.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth continues its commitment to strong citizen participation through the Resident Survey. In order to monitor its progress, the City engages in a biennial survey.

The comprehensive survey monitors resident needs and views on city services and the community. The survey seeks input on a wide range of services, including police, fire, parks and recreation, code enforcement, water/wastewater, planning and economic development. The first resident survey for the Corinth community was completed in 2017, with the most recent survey being conducted in early 2019.

The results and analysis of the survey will provide City Council and city staff with information that will be used to help in prioritizing future programs and services, measuring and tracking internal departmental performance, budgeting, policy and strategic planning.

RECOMMENDATION

Attachments

Presentation
2019 Resident Survey

City of Corinth Citizen Survey 2019 Results

University of Texas at Arlington, Master of Public Administration
Capstone, Spring 2019: Tiffany Lucas, Cecile Joblin, Alison Novak,
Jade Miller, Alex Luckhardt

Survey Purpose

The survey measures citizen satisfaction with the following municipal services: Communication and Quality of Life, Planning and Economic Development, Public Works, Public Safety, and Utility Operations.

Residents were asked to respond to a set of questions, indicating whether service quality and community amenities are “less than I expected, same as I expected, or better than I expected” as a measure.

The primary purpose of this Citizen Survey is to gain an understanding of residents’ satisfaction with their community, as well as their insight toward Corinth’s future growth and development. Additionally, the City of Corinth is awarded the opportunity to identify areas of improvement and the value that the City’s amenities bring to its citizens.



Community Relations and Quality of Life

Summary Analysis

- ▶ Strong response overall: An average of forty-four percent of responses to questions about Community Relations indicated they were the same or less than expectations, an 8.5-percentage-point decrease from 2017.
- ▶ There has also been, however, a seventeen percent decline (from 29% to 12%) over the same period in the percentage of responses indicating services exceeded expectations.



Issue Areas

- ▶ Respondents rated the **City of Corinth website at 64.72% same as expected**. There was not a lot of resident feedback from the open-ended questions in relation to communication patterns or lack thereof.
- ▶ Open-ended responses in 2019 survey suggested many **residents were dissatisfied with trash services and the cleanliness of the streets related to trash services, i.e. debris left in streets after pickup**.
 - ▶ Survey results rated trash services as 54.34% same as expected, 22.51% less than expected, and 23.15% better than expected.
- ▶ Respondents are **overall satisfied with the community events that are planned within the community, but would be open to more**.
 - ▶ Question 5, asking residents to rate the number of special events is a new question for the 2019 survey. 31.07% of respondents rated that there were less events than expected, 50.16 same as expected, and 18.77% better than expected. This is an area the city is doing a good job and the community is enjoying.

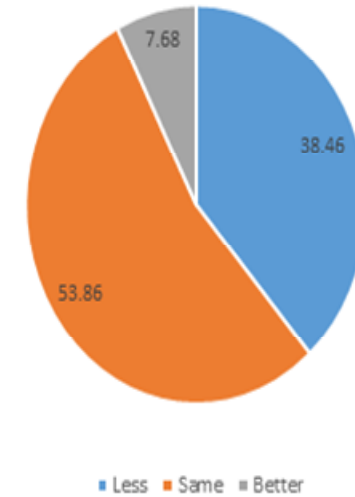
Planning and Economic Development Within the City of Corinth



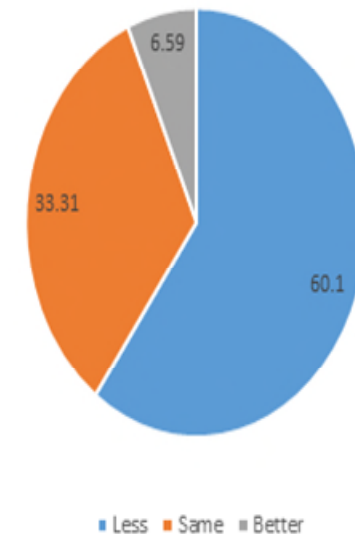
Summary Analysis

- Overall, planning and economic development averaged 49.28% “less than expected”, 43.58% “same as expected”, and 7.14% “better than expected”.
- However, in areas such as development (i.e. fast food, sit-down, fine dining, etc.), planning (i.e. zoning applications, the professionalism of the Planning, the city’s effort to secure a commuter rail stop, etc.), high speed internet and employment opportunities the city of Corinth experienced a larger relative reduction in exceeded expectations.
- Employment opportunities in the city of Corinth showed an increase in variation from the 2017 survey results, signifying positive growth toward the city's future economic growth.

Planning and Development Ratings Average



Economic Development Ratings Averages



Issue Areas

- Digital Citizen
 - It is stated in Corinth's 2030 strategic plan that spotty coverage of high-speed internet is a limiting factor. Therefore, question 26 was added in order to see if this service has improved. Unanimously 73.87% rated the availability of high-speed internet as "less than expected", and only 2.90% rated the access as "better than expected". A number of open-ended survey responses express this sentiment.
- New Development (good retail, sit-down restaurants, fine dining)
 - A number of questions under economic development were listed for residents to provide direct feedback. Results indicated a significant shift from "same as expected" (2017) to "less than expected" (2019).
- Commuter rail station in Corinth
 - To detect progress in the 2019 survey, question 21 was added. **Ratings showed that citizens were 53.75% not satisfied with the city's efforts to build development. A number of open-ended survey responses addressed this theme.**

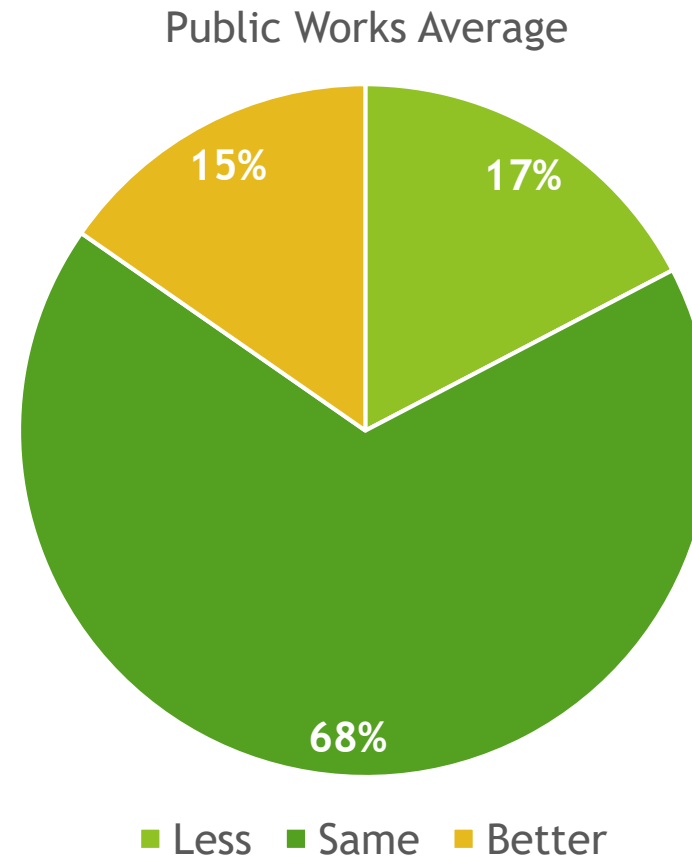
The background features a stylized, high-contrast illustration of a winding road with a car, set against a backdrop of overlapping green geometric shapes. The road is black with white dashed lines, and the car is a simple black silhouette. The green shapes are various shades of green, creating a modern, abstract feel.

Public Works

Parks and Recreation, Water and
Wastewater, and
Street, Drainage, and Storm Water

Summary Analysis

- ▶ Strong performance overall: **83% of responses on average report expectations met or exceeded** (82% for Parks and Recreation, 80% for Streets, and 86% for Water and Wastewater), a **2.3-point** increase on average from 2017
- ▶ However, each department experienced a larger relative reduction in exceeded expectations: **6.7** points on average (7 points for Parks and Recreation, 6 points for Streets, and 7 points for Water and Wastewater).



Issue Areas

- ▶ While Parks and Recreation has continued to meet resident expectations on average (+2 points overall from 2017), it falls short most often with regard to park amenities, which 29% say fall below their expectations.
- ▶ No meaningful increases in unmet expectations, but significant declines in exceeding expectations: 14% for playground structures (30% in 2017 to 16% in 2019); 13% in cleanliness and mowing (37% to 24%); 9% for family-friendly atmosphere (32% to 23%)
- ▶ Streets, Drainage, and Storm Water experienced a 4-point average increase in expectations met or exceeded. There have been no increases in unmet expectations, but there were modest declines in exceeded expectations for each repeated question, ranging from 4 to 8 points.
- ▶ **Unmet expectations are highest with regard to the number of sidewalks in the city, with 33% saying their expectations were not met (56% feel expectations are met but not exceeded, and only 11% say they are exceeded). Rainwater infrastructure does not meet expectations for 25%. Crosswalk placement, the timeliness of sidewalk repairs, and the mowing of street medians each fall short of expectations for 24% of respondents.**

Issue Areas

- ▶ Water and Wastewater experienced a 1-point average increase in the percentage of expectations that were met or exceeded (from 85% in 2017 to 86% in 2019), but there were declines in exceeded expectations for each repeated question, ranging from 1 to 10 points and averaging 7 points.
- ▶ The taste of water experienced the largest decline (10 points) in exceeded expectations (from 30% in 2017 to 20% in 2019).
- ▶ Exceeded expectations with regard to worksite cleanup declined by 9 points; they declined by 8 points with regard to response and service time.
- ▶ **Dissatisfaction with the cost of water and associated fees might be to blame: 29 open-ended responses cited this as an issue, and some respondents indicated difficulty with lowering their bills by way of conservation.**



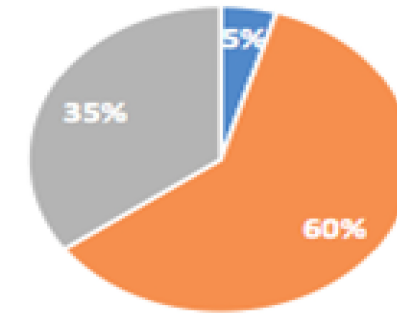
Public Safety

Police, Fire Department, and
Animal Services

Summary Analysis

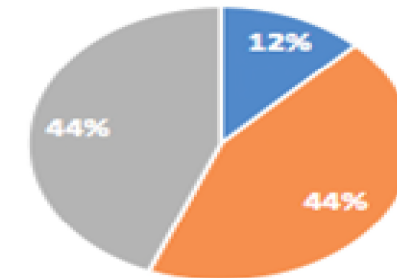
- Overall survey respondents feel that the public safety has stayed the “same as expected”.
- There has been a 6.75% decrease in satisfaction of services from the previous survey in 2017.
- 67% of survey respondents felt animal control services were the “same as expected”. However there were more in depth questions from the previous survey.
- **There has been a 14% decrease from the 2017 survey where respondents rated the fire department “better than expected”.**

Fire Department Ratings Average



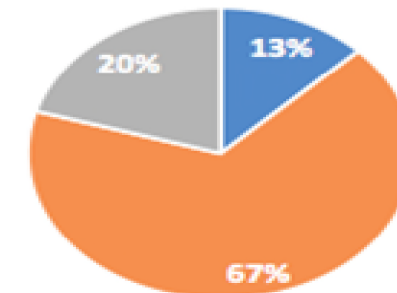
■ Less ■ Same ■ Better

Police Department Ratings Average



■ Less ■ Same ■ Better

Animal Control Ratings Average



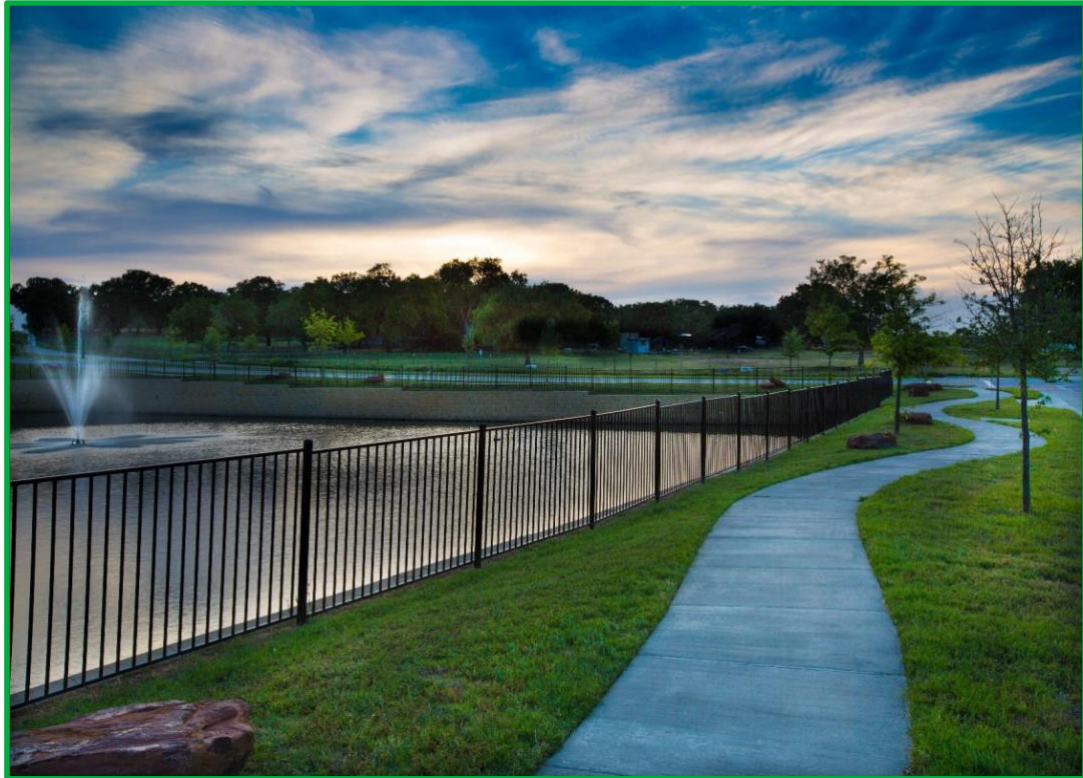
■ Less ■ Same ■ Better

Issue Areas

- Lack of staff members and leadership within the police department
- Lack of enforcement on ordinances concerning loose animals and obstruction of property
- Increased response time on calls to the fire department
- Low staff members east of I-35 for the fire department



Questions?



City of Corinth

2019 Citizen Survey

Responses, Trend Analysis, and Recommendations

University of Texas at Arlington, Master of Public Administration Capstone, Spring 2019
Tiffany Lucas, Cecile Joblin, Alison Novak, Jade Miller, Alex Luckhardt

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Executive Summary

Survey Purpose

The University of Texas at Arlington's College of Architecture, Planning and Public Affairs graduate students (Tiffany Lucas, Cecile Joblin, Jade Miller, Alison Novak, and Alex Luckhardt) conducted a Citizen Survey for the City of Corinth utilizing the values proposition method and the 2017's survey's results as a baseline. The survey measures citizen satisfaction with the following municipal services: Communication and Quality of Life, Planning and Economic Development, Public Works, Public Safety, and Utility Operations. Residents were asked to respond to a set of questions, indicating whether service quality and community amenities are "less than I expected, same as I expected, or better than I expected" as a measure. The results will allow city leadership to better understand the residents' perceptions of city living conditions, i.e., neighborhoods, satisfaction of municipality services, and satisfaction of economic development. The primary purpose of this Citizen Survey is to gain an understanding of residents' satisfaction with their community, as well as their insight toward Corinth's future growth and development. Additionally, the City of Corinth is awarded the opportunity to identify areas of improvement and the value that the City's amenities bring to its citizens.

Survey Methodology

For the 2019 City of Corinth Citizen Survey, the satisfaction survey was set to reach 21,819 residents, in order to evaluate their fulfillment of the city's performance in multiple areas. The survey was administered using Survey Monkey via link posted on the City's social media accounts, such as Facebook and Twitter, a news release, and printed upon postcards that the City utilized as mailouts with utility bills. The City published this survey through various avenues, as a way to capture as many of its 21,819 residents as possible. However, according to the Survey Monkey report, only about 312 residents made responses to the survey, which is about 1.42% of the City's reported residences. Noting this percentage, it is important to consider that the survey did not capture a full representational voice of its citizens, but rather a sample. Within the 312 who had a response to the survey, not all respondents answered every

question; however, the percentage of all questions answered does not fall below 95% for the survey. The 2019 Citizen Survey was created using the baseline data of the 2017 Opinion Survey to reconstruct questions that would denote value, and it was also created with values proposition approach in mind. The complete analysis was conducted using similar data sources from 2017, such as one-way tables, frequencies, sequence scales, charts, and tables, as a way to maintain a clear baseline for a trend analysis. As noted previously, the values approach was utilized to allow the citizens' opinions to construct a direction for the Corinth's economic development, utility operations, and its approach to customer service. As a result, this will assist City of Corinth's city officials make improvements with their citizens' quality of life in mind. The goal is to ensure that the City will deliver fulfilling citizen services, directly led by the values provided in the results of this survey. The value-added measure of the citizen satisfaction survey, measured on customer expectations and experiences of the City's performance, will aid leadership with operational and strategic planning, through valid data. Moreover, the data aims to present the City with areas that they may want to maintain, due to overwhelming positive data, or areas that the City may need to improve, based upon a positive yielding of citizens concerns with a particular service, or lack thereof. Additionally, this data serves as a building block for process improvement and/or innovation from the City's officials. The overall goal and object of City of Corinth's Citizen Survey is to provide decision makers with pertinent information and actionable data analytics to make informed decisions in the best interest of Corinth's community.

Survey Findings

Out of the estimated 21,819 residents, in the City of Corinth, only 312 responded to the survey. As a result, this survey is roughly a 1.43% representation of the voices in Corinth. However, there is a notable 0.26% positive differential between 2017's survey and the present survey. It also important to note that the resident count in Corinth reduced from 22,000 to 21, 819, since 2017. Despite some negative feedback regarding the City's lack of development, the residents, on average, feel as though their expectations are being met by the City. This feedback from citizens is a direct reflection

of their feelings connected to their quality of life, community, and all the services that the City of Corinth provides.

Survey Background

The University of Texas at Arlington's (UTA) College of Architecture, Planning, and Public Affairs (CAPPA) graduate students were retained in both 2017 and 2019 to complete a Citizen Survey. The city manager and council want to give the residents of Corinth an opportunity to assess all of the services being administered to them, as a means to serve them better in the near future.

An interest in citizens opinions, as it relates to the City's performance, was evaluated by Raymond Turco & Associates through a telephone poll in 2008. Moreover, a recent survey, for City of Corinth, was also given in 2017 by UTA's CAPPA graduate students, in a similar format to the present survey, to examine the value that of the City's services that the citizens were receiving.

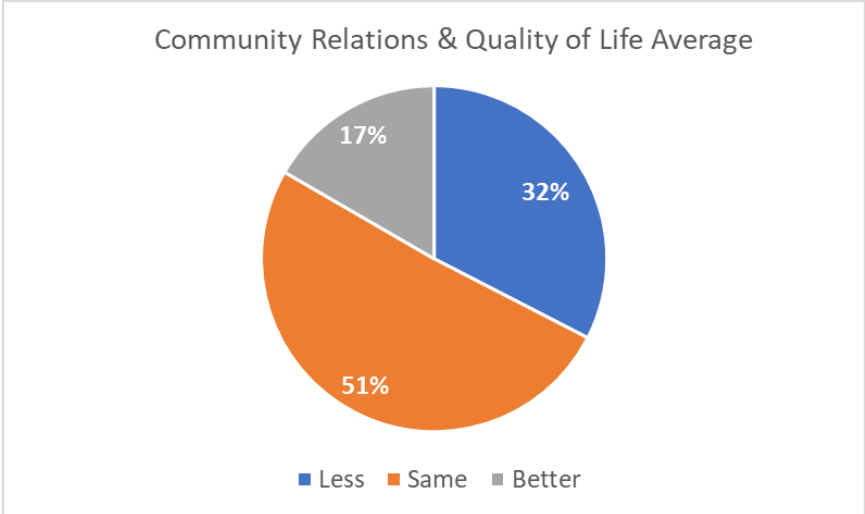
The goal of both surveys mentioned above is the same goal of this survey that was conducted presently. The survey will provide the city administrators and decision makers with tangible and necessary opinions of those they aim to serve and protect daily. The survey also allows for the residents to voice "raw" opinions and praise, through the utilization of the open-ended responses. Moreover, this survey serves as an open and transparent platform for residents' voice to be heard and to become actionable City initiatives.

Community Relations and Quality of Life

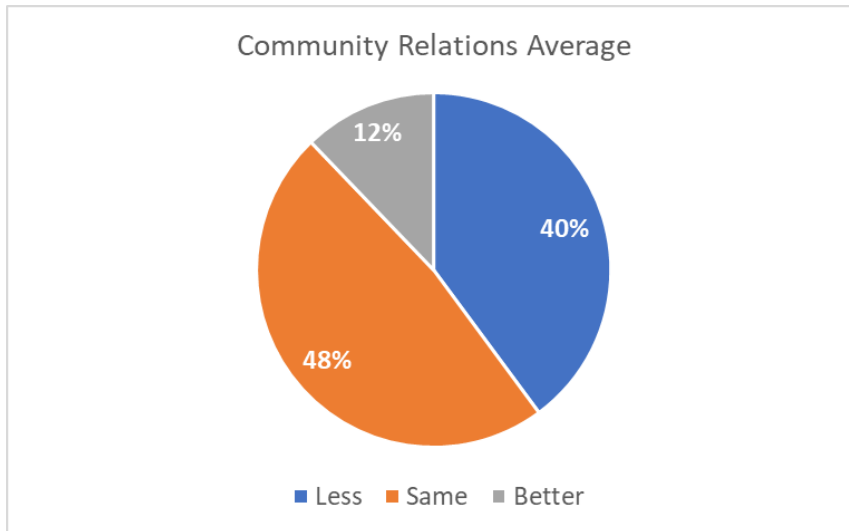
The City of Corinth, Texas lies within the North Texas Region, one of the fastest growing regions within the country and one of the largest. The 4th largest to be specific. According to the North Texas Commission, North Texas “grows by one person every 3.6 minutes” (<http://ntc-dfw.org/north-texas/>). Corinth is located in Denton County, but also conveniently only 35 miles northwest of Dallas. The influx of new businesses diversifying the region, population increase, and amenity shortages have communities seeking to update their strategic plan to meet these needs.

The City of Corinth published a Citizen Survey in 2017 to assess resident satisfaction levels with various city services and again in 2019. 312 residents responded to the 2019 survey. Fifty-one percent of responses in Community Relations and Quality of Life indicated that services were the same as they expected, a 5.6 percent increase from the 2017 survey results. Over the same period, communication and quality of life being better than expected decreased from 36% to 17%; a 19% drop in confidence. There was also a significant increase in the response of less than expected (18.5% to 32%).

Community Relations and Quality of Life



Community Relations



An average of forty-four percent of responses to questions about Community Relations indicated they were the same or less than expectations, an 8.5-percentage-point decrease from 2017. There has also been, however, a seventeen percent decline (from 29% to 12%) over the same period in the percentage of responses indicating services exceeded expectations. On average, 99 percent of survey respondents answered questions in this section (312 responders), and 95 percent (257 responders), on average, of respondents to the 2017 survey did.

Survey Data: Percentage Distribution

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q1: How would you rate the level of communication within the community	36.01%	51.13%	12.86%
Q2: How would you rate the method of communication with the community	37.10%	50%	12.90%
Q3: How would you rate the city administrator's relationship with the community	50.32%	43.51%	6.17%
Q4: How would you rate the level of outreach to the community	48.87%	38.26%	12.86%

Q7: How would you rate the effectiveness of social media outreach	36.25%	43.69%	20.06%
Q8: How would you rate the amount of information released to the community	47.23%	40.39%	12.38%
Q9: How would you rate the timeliness of information released to the community	38.19%	50.81%	11%
Q10: How would you rate the accessibility of information on the City of Corinth website	25.89%	64.72%	9.39%

Trend Analysis

In the 2017 survey trend analysis, a focus was placed on the city’s social media accounts, such as Facebook and Twitter, due to open-ended question responses, although residents are not specifically asked about their interactions with social media only the website functionality in the survey. Respondents rated the City of Corinth website at 64.72% same as expected. There was not a lot of resident feedback from the open-ended questions in relation to communication patterns or lack thereof.

The City’s Facebook page in 2017 had a following of 908 and 918 likes. In 2019, the City’s page has increased to a following of 3,279 and 3,165 likes.

The City of Corinth does have a Twitter presence which has slightly increased. In 2017, the city had 339 followers and now has a following of 552.

The city currently does not have an Instagram account.

"...lack of communication and transparency from our city leadership." - Survey Respondent

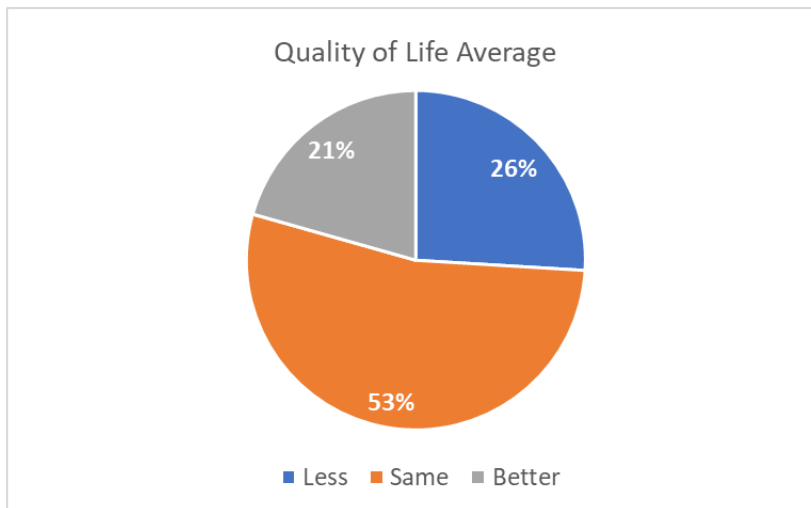
"Website to get a garage sale permit is horrid and not user friendly." - Survey Respondent

"City employees and law enforcement have always been friendly and helpful." - Survey Respondent

Recommendations

In the 2017 survey, a recommendation was suggested that expanding the city’s social media presence could be beneficial to connect with current residents. It was also suggested that the links to these social media accounts be added to the city’s website for ease of access and promoting the city’s presence. In the 2019 survey, this recommendation is also being made, as well as a recommendation to increase the City’s presence on Instagram to attract a different demographic and set of opportunities. The City of Corinth’s 2030 *Embracing the Future* Strategic Plan states that the median age of resident population is 37.3. These avenues are paramount for not only attracting potential homeowners, but also future businesses.

Quality of Life



Fifty-three percent of responses to questions about Quality of Life indicated they were the same as expected, with twenty-seven percent less than expected. In 2017, Corinth residents were asked to rate neighborhood quality. At that time, 45% of residents responded same as expected, an eight percent difference in response rate. The most noticeable difference is the drop from 36% better than expected in 2017 to 21% in the 2019 survey, a fifteen percent drop in positive feedback.

Survey Data: Percentage Distribution

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q5: How would you rate the number of special events	31.07%	50.16%	18.77%
Q6: How would you rate the quality of special events	21.57%	57.84%	20.59%
Q11: How would you rate the level of Customer Service provided collectively by all employees	18.45%	59.22%	22.33%
Q12: How would you rate the responsiveness to your service requests	14.71%	66.34%	18.95%
Q13: How would you rate the overall quality of your neighborhood	23.47%	51.13%	25.40%
Q14: How would you rate Corinth's uniqueness compared to other surrounding cities	44.37%	38.59%	17.04%
Q15: How would you rate Corinth's beautification efforts	44.01%	42.39%	13.59%
Q16: How would you rate trash collection services	22.51%	54.34%	23.15%
Q17: How would you rate the availability of recycling services	13.50%	60.77%	25.72%

Trend Analysis

Open-ended responses in 2017 suggested that many residents were dissatisfied with trash services and the cleanliness of the streets, so questions 16 and 17 were added to the survey for 2019. Respondents to the survey in the 2019 open-ended questions again voiced frustrations with the trash service leaving behind debris, but the comments were not to an extreme. The most repeated comment was the request for a twice a week pickup service. 99% of all respondents answered the Quality of Life questions.

Respondents are overall satisfied with the community events that are planned within the community but are open to more. Question 5, asking residents to rate the number of special events is a new question for the 2019 survey. 31.07% of respondents rated that there were less events than expected, 50.16 same as expected, and 18.77% better than expected. This is an area the city is doing a good job and the community is enjoying.

"Disappointed in lack a bulk pick-up or lack of communicating frequency of bulk pick up." - Survey Respondent

"I do not like that trash is only picked up one day a week." - Survey Respondent

"We need more than one trash and recycle day." - Survey Respondent

"We only get trash service once a week." - Survey Respondent

"...the trash is strewn all over the street." - Survey Respondent

"...they do not clean up the street or their own mess as needed." - Survey Respondent

Recommendations

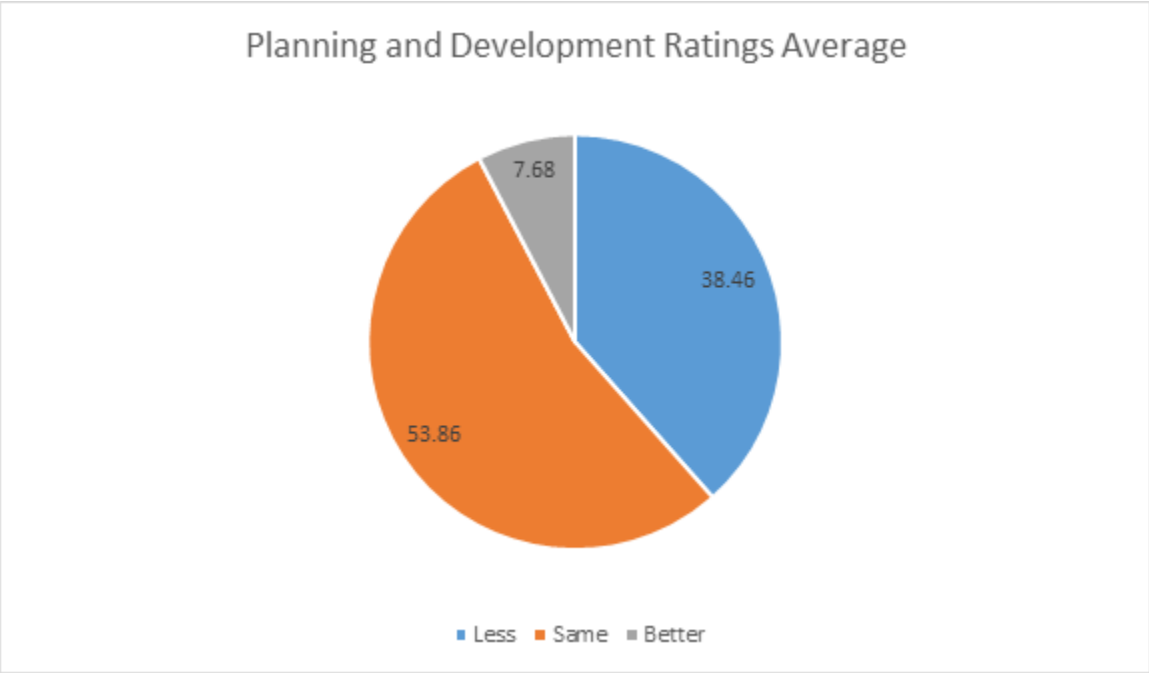
A little customer service goes a long way. The two new questions 16 and 17, which are targeting trash services due to issues in the last survey, reveal that respondents still need a resolution to the left behind debris and a new recommendation of an additional pickup day. One of the complaints was that if the one service day is missed there is no recourse. The city can review the current agreement and see if it is cost effective and feasible to add an additional day to pick-up services for residents. Similar cities have also negotiated a senior citizen discount program into their contract and "missed pickup" service. Incentives like these in basic services keep the city clean and citizens content with small concessions.

Planning and Development

Residents of the city of Corinth rated Planning and Development based on their experience with the city's efforts to develop business, plan reviews, and code enforcement. Their ratings are outlined in questions 18-22 of the Planning and Development Survey Data Table, as well as averaged in the Planning and Development Rating Average Chart. Survey questions in this area were reproduced from the 2017 survey to examine trends in critical areas. New questions were added to assess areas of weakness or improvements compared to the 2017 survey, to examine surrounding services that could be instrumental in promoting the city's future objectives, per the recently released strategic plan, Embracing the Future: Corinth 2030.

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q18: How would rate the methods used to notify you about zoning applications via your direct mail, sign postings, or newspaper postings	51.13%	44.66%	4.21%
Q19: How would you rate the professionalism of the Planning Development & Building Permit employees	22.04%	69.41%	8.55%
Q20: How would rate the Planning Development website	28.62%	67.43%	3.95%
Q21: How would you rate the city's effort to secure a commuter rail stop and complimentary residential and retail development	53.75%	36.81%	9.45%

Q22: How would you rate code enforcement efforts relating to nuisance issues such as high grass, debris, and junk vehicles	36.77%	50.97%	12.26%
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Trend Analysis

In review of the ratings for survey questions 18-22, the average ratings were 38.46% "less than expected," 53.86% for the "same as expected" and 7.68% for "better than expected." This is a 2-point increase from "less than expected," a 5-point decrease from "same as expected", and a 3-point increase from "better than expected," in comparison to the 2017 survey results. Of the 312 respondents, 26 participants omitted the questions and between 286-300 answered the questions. Based off the above data, the "same as expected" ratings are the highest and indicate that residents' expectations have stayed the same. In comparison with the 2017 survey, resident responses indicated that the following services neither increased nor decreased, therefore their expectations for better improvement stayed stagnant "same as expected."

Question 19 is a reconstructed question, from the 2017 survey, designed to capture not only the City's professionalism regarding the city officials' planning development

services, but also the building permit employee's professionalism/customer service. As a result, there has been an 11-point decline (from 33% to 22%) over the "less than expected" rating, a 12-point increase (from 56% to 69%) over the "same as expected," and a 1-point decline (from 9% to 8%) over the "better than expected".

According to Corinth's strategic plan, one of the prioritize goals and objectives identified was to create an attractive quality residential and non-residential development, such as a commuter rail station in Corinth. Therefore, to detect progress in the 2019 survey, question 21 was included. Ratings showed that citizens were 53.75% not satisfied with the city's efforts to build development. A number of open-ended survey responses addressed this theme:

"Been here for 37 years. Where is the train station in Corinth?....." - Survey Respondent

"Your city master plan and rail efforts are a joke....." - Survey Respondent

"Corinth and North Central Texas College (NCTC) should get together on a train station since we have a track that runs through the city...." - Survey Respondent

Lastly, question 22 is a verbatim code enforcement question from the 2017 survey. Responses highlight an increase of 11 points in the "same as expected" category. According to the 2017 results responses indicated that there was a need to review code enforcements, grow faster, and review road developments. As a result, 2019 responses indicate no change.

Recommendations

Overall the survey data presented for planning and development does not illustrate much variation. Majority of respondent's rate Corinth's efforts as "same as expected". This data is important because citizens of Corinth expectations are not being met. This type of gap can lead to a lack of trust toward city officials and cause a decline in

Corinth's overall growth/development. Since the release of Corinth 2030 strategic plan citizens have been presented with expectations regarding the planning and development of Corinth and have yet to see real-time action occur. Lack of quality planning and development/growth, as well as no change seem to be the presenting theme identified.

Therefore, city officials need to increase their transparency with the citizens of Corinth. Corinth needs to make changes in zoning applications via your direct mail, sign postings, or newspaper postings, commuter rail stops and retail development areas. These improvements will meet citizens expectations in the planning and development area, which coincides with growth. Thus, bridging the gap between officials and the citizens of Corinth's faith in their city. Further, it would behoove city officials to examine these results in order to figure out how citizens can gain a better understanding of the city's objectives, time frame, and overall arching goals. Reality versus expectations.

Respondents also expressed the need to incorporate other answer choices to avoid skewed results. A number of open-ended survey responses addressed this theme:

"You need a N/A or "have not used" choice as one of your answers so your data is not skewed unfairly."-Survey Respondent

"You should include an option for people to select 'have no knowledge' of this question. I had to select an answer even when I had no experience with the question."-Survey Respondent

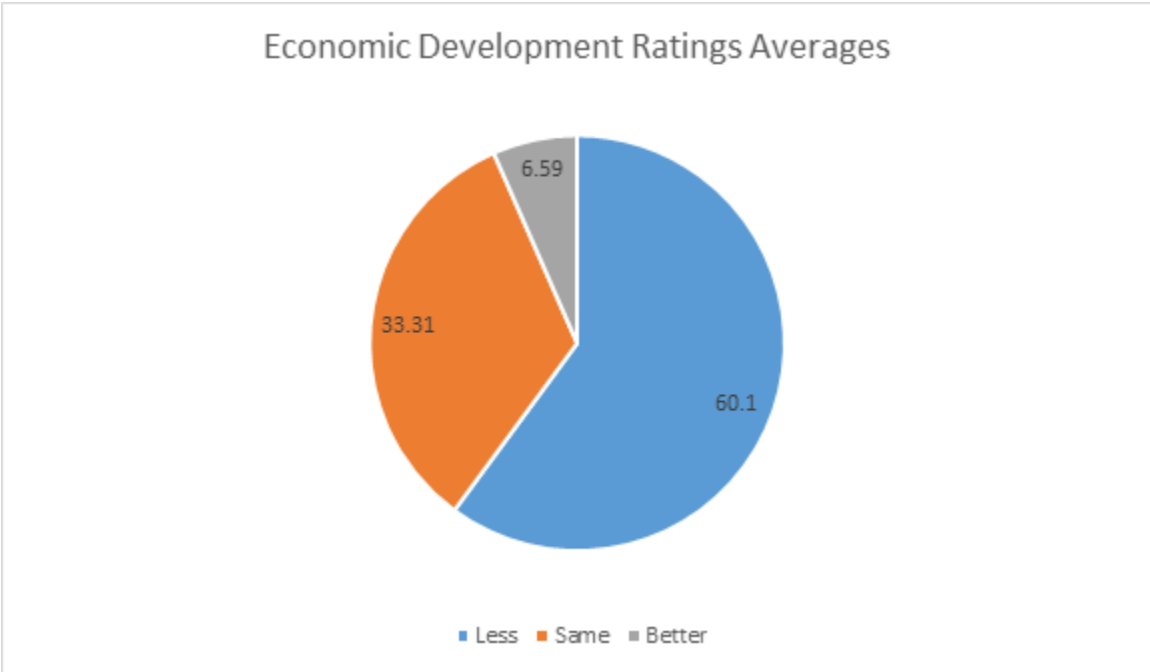
Economic Development Survey Analysis

Residents of the city of Corinth rated Economic Development based on their experience with the city's efforts to attract new business (fast food, fine dining, retail chains, etc), provide high speed internet, and offer employment opportunities. Their ratings are outlined in questions 23-33 of the Economic Development Survey Data Table, as well as

averaged in the Economic Development Rating Average Chart. Survey questions in this area were also reproduced from the 2017 survey to examine trends in critical areas.

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q23: How would you rate New Development in Corinth (i.e. retail, restaurants, entertainment)	70.10%	19.29%	10.61%
Q24: Corinth's efforts to attract location/relocation of small Corporate Headquarters	63.87%	30.65%	5.48%
Q25: Corinth's efforts to attract high technology and commercial warehousing opportunities	62.78%	33.98%	3.24%
Q26: How would you rate the availability of high speed internet and its reliability	73.87%	23.23%	2.90%
Q27: Corinth's ability to attract national retail chains that add to community appeal	71.52%	25.57%	2.91%
Q28: Corinth's ability to attract small boutiques and locally-owned retail stores	59.22%	35.92%	4.85%
Q29: Attraction of sit-down restaurants in Corinth	83.92%	14.47%	1.61%
Q30: Attraction of fine dining restaurants in Corinth	86.82%	12.22%	0.96%
Q31: Attraction of fast food (i.e. Chic-fil-a, McDonald's, Wendy's, etc) restaurants in Corinth	15.16%	64.84%	20.00%
Q32: Attraction of quick service (i.e. Panda Express, Chipotle, Subway, etc) restaurants in Corinth	19.29%	63.34%	17.36%

Q33: Growth of employment opportunities in Corinth	54.55%	42.86%	2.60%
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Trend Analysis

In review of the ratings for survey questions 23-33 the average ratings were 60.10% “less than expected,” 33.31% for the “same as expected” and 6.59% for “better than expected.” (Note: questions 25, 26, and 32 were added because of their importance to the city’s economic development, to detect progression, and because these were areas listed in Corinth’s 2030 strategic plan). This is a 5-point increase from “less than expected,” a 1-point decrease from “same as expected”, and a 6-point decrease from “better than expected” compared to 2017 survey results.

Question 23 is a verbatim new development query from the 2017 survey, however due to the generality of the question we decided to specify what type of development (i.e. retail, restaurants, entertainment) in order to give respondents clarity and achieve better results. In doing so responses indicated a significant shift from “same as expected” (2017) to “less than expected” (2019). This result echoes the responses from questions 27, 29, 30, 32. The following questions asked respondents for direct feedback ratings on the City of Corinth’s national retail chains, sit-down restaurants, fine dining, and quick services. Consequently, the overwhelming responses indicated “less than expected”. Question 27 had a 7-point increase from the 2017 survey “less than expected”, and question 29 had a 9-point increase from “less than expected”. Question 30 also displays a large increase in “less than expected” ratings, a 26-point increase. It appears residents of Corinth are not pleased with the fine dining options. Several open-ended survey responses addressed this theme:

"We need fine dining, a recreational center with similar amenities like other cities offer (ex: gym, pool, spray parks, classes), more shopping options." - Survey Respondent

"We need WAY more fine dining and sit-down restaurants. The fast food and quick service on I-35 cheapens Corinth's appearance." -Survey Respondent

"We also need more options to go out to eat. Corinth does not have many " fine dining" spots at all. We are losing tax revenue from people going to other cities to eat." - Survey Respondent

Lastly, question 32 echo’s similar ratings and sentiments as question 31. There is an 8-point increase in “same as expected” ratings. It is stated in Corinth’s 2030 strategic plan that spotty coverage of high-speed internet is a limiting factor. Therefore, question 26 was added in order to see if this service has improved. Unanimously 73.87% rated the availability of high-speed internet as “less than expected”, and only 2.90% rated the access as “better than expected”. A number of open-ended survey responses echo these ratings:

"The internet access is far worse than I expected. We only have Charter Spectrum or Dish internet available in Lake Sharon. This is not by any means a new development and should have more quality options in internet. My husband works from home & we rely on the internet for baby devices. I would expect Corinth to have a much higher quality option for internet"- Survey Respondent

"I have been extremely dissatisfied with the internet in my area. Where I live, the only option is CenturyLink and they are terrible. One of my neighbors on the same street I live on has another option which is not available to me even though I live only a 100-200 yards away. We really need more options for high speed internet access, specifically on Shady Rest Lane and Fritz area."-Survey Respondent

"By a large margin my chief issue is the lack of high-speed internet options in the Lake Sharron community."-Survey Respondent

Lastly, the variation between employment opportunities in Corinth does not show significant variations. There is a 7-point decrease from "less than expected," a 9-point increase from "same as expected", and a 3-point increase from "better than expected" compared to 2017 survey results.

Recommendations

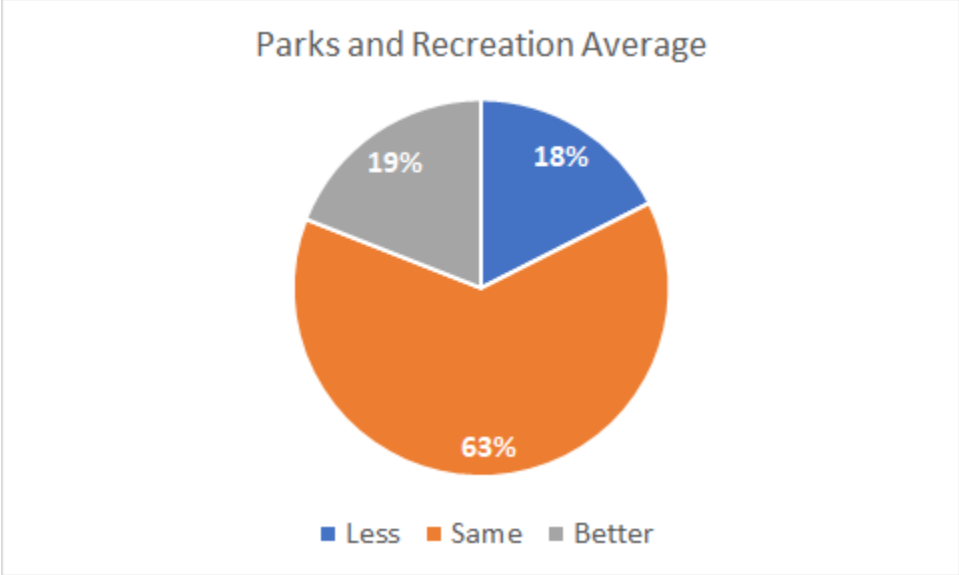
Comparatively to the 2017 survey results, as previously stated, in the City of Corinth's strategic planning document (p.26-27), it states attracting younger families and entrepreneurs, in addition to their vision to engage residents and provide a good mix of high quality retail, restaurants, entertainment, along with attracting residential and business development as the city's first priority. Therefore, the following data is allowing the City of Corinth the opportunity to reflect, adjust, and plan economic development accordingly. Appeasing the City of Corinth's residents will increase the city's population size and overall economic growth. Corinth is a city with uprising potential to really appeal to the type of residents that are moving into the community.

However, with two years passing since the last survey was conducted, citizens expectation has yet to increase and have yielded similar results. According to the current data, the desire for development for the City of Corinth has shifted. Residents are now requesting for the city to move away from fast food chains and incorporate a more natural home town uniqueness to its culture.

Public Works

Public Works provides services directly to the city’s residents through the Parks and Recreation, Water and Wastewater, and Street, Drainage, and Storm Water departments. Survey questions in this area were in part reproduced from the 2017 survey to examine trends in critical areas. New questions were also introduced to assess both areas of weakness identified in the 2017 survey as well as sentiment surrounding services that could be instrumental in promoting the city’s future objectives, as articulated in its recently released strategic plan, Embracing the Future: Corinth 2030. As in the 2017 survey, resident responses indicated these services were most often being provided in ways that met expectations, and each department on average experienced a small reduction in the percentage of residents reporting dissatisfaction with services. Nevertheless, all three departments experienced a larger relative reduction in the percentage of residents responding that services exceeded their expectations.

PARKS AND RECREATION



Eighty-two percent of responses to questions about Parks and Recreation services indicated they met or exceeded expectations; a two-percentage-point increase from 2017. There has been, however, a seven-point decline (from 26% to 19%) over the same period in the percentage of responses indicating services exceeded expectations.

On average, 98.3 percent of survey respondents answered questions in this section, whereas only 64.3 percent, on average, of respondents to the 2017 survey did.

Survey Data: Percentage Distribution

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q34: How are the park amenities	29.13%	53.72%	17.15%
Q35: How family-friendly are Corinth parks	17.48%	59.87%	22.65%
Q36: How would you rate the athletic fields	17.59%	60.26%	22.15%
Q37: How would you rate the Corinth Summer Camp program	9.67%	78%	12.33%
Q38: How is the cleanliness and upkeep of the parks, including mowing	17.53%	58.12%	24.35%
Q39: How would you rate the playground structures in the parks	14.01%	70.36%	15.64%

Trend Analysis

Question 34 is a reworded question designed to capture overall sentiment about park features and was introduced in part because a 2008 phone survey and responses to the 2017 survey suggested dissatisfaction with the hike-and-bike trails. Because this question’s 2017 counterpart asked about “the hike and bike trails and parks,” it seemed likely it could preclude a more comprehensive evaluation of park facilities on the part of respondents. Current data do not support this hypothesis: 17 percent of respondents report amenities exceeded their expectations, a seven-point decline from the 2017 response, and 29 percent say amenities fell below their expectations, a four-point increase from 2017.

2019 respondents were nine percentage points less likely than 2017 respondents to answer that parks were more family-friendly than they expected, and the majority of this shift is reflected in a six-point increase in the met expectations response.

Question 36 is a new question to measure satisfaction with the athletic fields because the City’s strategic plan identified the lack of a draw for younger families as a potential constraint to future growth. Respondents were relatively satisfied with these features;

82 percent rated them at meeting or exceeding expectations. Open-ended responses did indicate some opportunity to improve upkeep on the baseball fields, however, and water drainage on the fields seemed to be a particular concern.

"Kids play baseball and our fields are in need of some maintenance and upgrades. It's embarrassing when teams from other cities come to play. They take days to drain when it rains which causes teams valuable practice time. Drainage and weed management would improve the fields and keep us competitive with neighboring communities." - Survey Respondent

"Would like to see better upkeep/drainage of the Baseball fields." - Survey Respondent

"...I think that the city could do a much better job of keeping the facilities in playable shape. Maybe even have a community clean up before the seasons start. Don't know how well that would go over but I would sure be willing to help the parks department on a Saturday so that the children of our city and visiting teams had a clean and well kept park to play in." - Survey Respondent

An overwhelming majority of 78 percent felt the summer camp program met their expectations, and 12 percent felt it exceeded them. Together, this represents a six-point increase from 2017, when 16 percent rather than 10 percent felt their expectations were not met. There has been only a three-point decline in the percentage of exceeded expectation answers over this period.

Fewer respondents (24% versus 37% in 2017) felt the cleanliness and mowing of the parks exceeded their expectations, however. The magnitude of the decline in sentiment was not dramatic: those who felt cleanliness fell short of their expectations increased by less than one percentage point (from 16.76% to 17.53%).

A similar trend is seen with regard to the playground structures in the parks, which fall short of expectations for only 14 percent of respondents in both surveys. There has been a 14-point decline (from 30% to 16%), however, in the percentage of respondents reporting that playgrounds have exceeded their expectations.

Because the response rate for these questions in the 2019 survey is 34 percentage points higher than in 2017, it is possible that heightened non-response bias in 2017 could explain some of the decrease in exceeds expectations responses in 2019. 2017 respondents with strong positive or negative feelings about parks may have been more likely than others to answer these questions. It seems unlikely this effect is large,

however, because there is not a symmetric decrease in the percentage of respondents indicating services fell short of their expectations in 2019.

Recommendations

The survey data illustrates that Parks and Recreation has continued to perform well overall with regard to resident sentiment. Any increases in the percentage of surveyed residents claiming services fell below their expectations have been minor, between one and four percentage points. There have been larger decreases, however, in respondents indicating their expectations were exceeded, ranging from three to 14 points and averaging 10 points.

Maintaining Parks and Recreation quality while targeting areas with reduced abilities to exceed expectations will be vital to the city's long-term goals of attracting more quality residential development and young families, as well as improving the general health status of residents. In particular, the cleanliness and upkeep of park facilities, including grass mowing, could be prioritized as a way to improve on the ability of facilities to exceed the expectations of residents in this area. While responses indicate cleanliness is unlikely to be harming the reputation of city parks, a large portion (37%) of 2017 respondents found Corinth parks to be especially clean and well-mowed. Returning to and surpassing this threshold in sentiment offers the city an opportunity to promote community cohesion around its parks and a culture of engagement with these valued resources, a competitive advantage for the city in attracting diverse development.

Additionally, the department might further prioritize the development of various new recreational structures for children and adults within its parks. Nearly 30 percent of respondents felt the amenities overall did not meet expectations. Respondents have been less impressed than they were in the past about the playground structures that are currently available and, perhaps as a consequence, have felt that the family-friendly atmosphere in the parks has exceeded their expectations less than it did in prior years. Development and creativity in this area will also contribute to enhancing competitive advantage for the city in terms of attracting residents of various ages, fitness levels, and family structures, along with the businesses that serve them. A number of open-ended survey responses addressed this theme:

"A city of this size that is growing like it is should have a dog park and splash park somewhere." - Survey Respondent

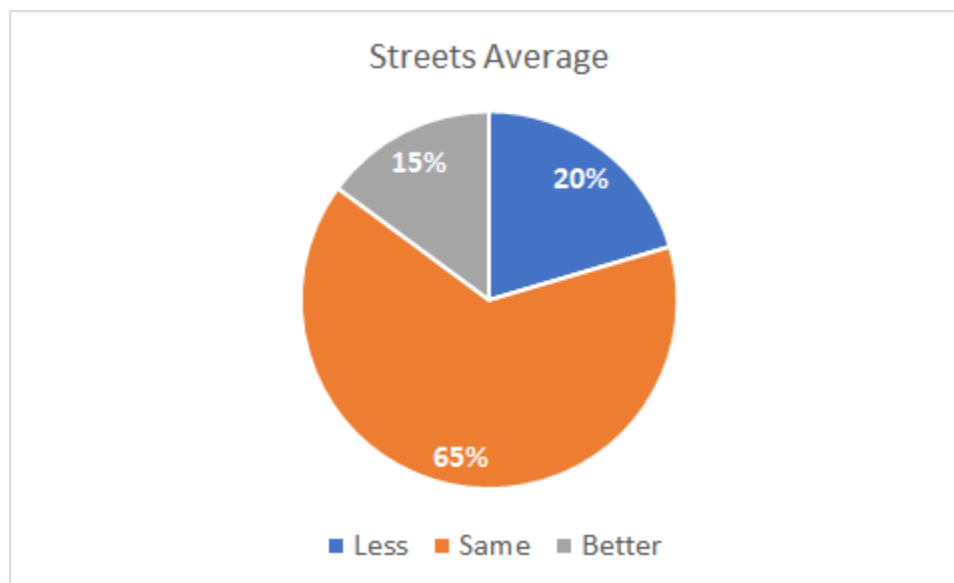
"Please get a dog park !!!" - Survey Respondent

"Would love it if one of our parks had a splashpad." - Survey Respondent
"...maybe a splash pad or another fun community/family gathering place." - Survey Respondent

"...a recreational center with similar amenities like other cities offer (ex:gym, pool, spray parks, classes)..." - Survey Respondent

"It would be nice if more recreational classes were added such as yoga." - Survey Respondent

STREETS



Eighty percent of responses to questions about Street, Drainage, and Storm Water services indicated they met or exceeded expectations, a four-percentage-point increase from 2017. Over the same period, though, there has been a six-point decrease in the percentage of respondents saying these services exceeded their expectations. On average, 98.7 percent of survey respondents answered questions in this section, whereas on average only 68.3 percent of respondents to the 2017 survey did.

Survey Data: Percentage Distribution

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q40: How would you rate the cleanliness of streets and sidewalks	17.15%	58.25%	24.60%
Q41: How would you rate the rainwater runoff and drainage infrastructure	25%	60.39%	14.61%
Q42: The placement of crosswalks in Corinth promotes the safety of pedestrians	23.62%	62.46%	13.92%
Q43: How would you rate the visibility of school zone lights	6.43%	76.53%	17.04%
Q44: How would you rate the timeliness of sidewalk repairs	23.86%	66.67%	9.48%
Q45: Quantity of sidewalks in Corinth	33.01%	56.31%	10.68%
Q46: How would you rate the mowing of the city's street medians	23.47%	59.16%	17.36%
Q47: How would you rate the response time for the replacement of street signs	11%	77.67%	11.33%

Trend Analysis

Open-ended responses to the 2017 survey suggested some residents regularly experienced discarded trash on sidewalks and decomposing animal remains on roadways, question 40 was introduced to assess the overall cleanliness of streets and sidewalks. This does not appear to be a widespread issue: only 17 percent of respondents felt their expectations in this area had not been met, and 25 percent felt they had been exceeded, the highest score in this section.

Question 41 is also a new question and was created to assess rainwater issues that might be affecting streets and properties because the city's strategic plan indicates that more robust infrastructure in this area might be necessary to accommodate any

significant increase in development. One in four respondents felt their expectations had not been met in this area, and this is reflected in several open-ended responses.

"I have lived in Corinth since 2006 and while I do like living here, I have had several issues with flooding. My issue is with the water drainage." - Survey Respondent

"Multiple houses in my neighborhood flooded in Sept 2018, BEFORE we were warned of the new flood zone. I believe if the easements had been clear and the drains properly maintained it would not have happened." - Survey Respondent

"...many drainage issues that the city won't take responsibility for, even though it was the city who approved these building sites when the housing developments were being built." - Survey Respondent

Seventy-six percent of 2019 respondents felt the placement of crosswalks addresses pedestrian safety in a way that met or exceeded their expectations, a four-percentage-point increase from 2017. There was, however, a five-point decline in the percentage of respondents saying this exceeded their expectations.

A full 94 percent of respondents felt school zone light placement met or exceeded their expectations, a six-point increase from 2017 and the highest such proportion reported for the entire section. There was, however, a five-point decline in the percentage of respondents claiming their expectations were exceeded.

Sidewalk repairs were completed on a timeframe that met or exceeded expectations for 76 percent of respondents, a nine-point increase from 2017. There was only a four-point decline in the percentage of exceeds expectations responses over this period.

In 2017, 36 percent of respondents felt their expectations had not been met with regard to the number of sidewalks in the city, and this continues to be the most common issue reported in this section of the 2019 survey, where 33 percent said their expectations were not met. From 2017 to 2019, there was also a five-point decrease (from 16% to 11%) in respondents saying their expectations were exceeded. Open-ended responses reflect this concern and suggest some maintenance issues might be present.

"Sidewalks in many places are in disrepair or nonexistent." - Survey Respondent

"The sidewalks in the Oakmont neighborhood are terrible. The sidewalks near Hawk Elementary School are constantly covered with mud and children can't walk on them to get to school. Please find a solution to prevent mud on sidewalks near the school."

- Survey Respondent

"Trees over growing the sidewalks across town." - Survey Respondent

"I would love for there to be a sidewalk on Pecan Creek between Ford and Post Oak. Many people, including my family with young children, walk this stretch often. I also see children walking down this street to and from bus stops. It would be much safer if there were a sidewalk to use." - Survey Respondent

Question 46 is a new question introduced because open-ended responses to the 2017 survey described some dissatisfaction with the upkeep and mowing of street medians throughout the city. Nearly one in four (23%) felt their expectations in this area had not been met while 17 percent felt they had been exceeded.

An overwhelming majority (89%) of respondents said the response time for the replacement of street signs met or exceeded their expectations, a two-point increase from 2017. As in this section more generally, however, there was a decline (of 8 points) in respondents claiming their expectations had been exceeded.

Recommendations

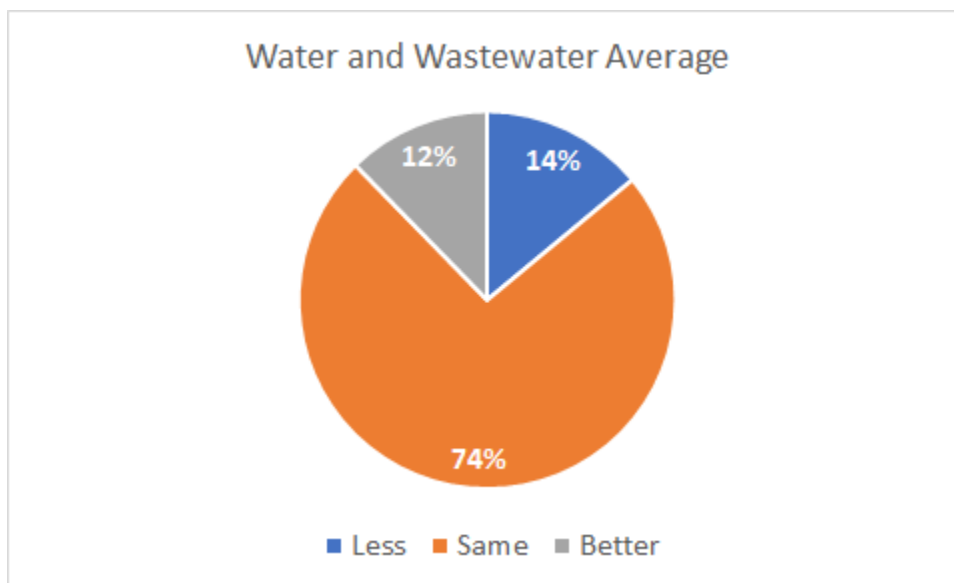
Survey data indicate that Street, Drainage, and Storm Water services have been successful overall in meeting the needs of residents and even in reducing (by four points since 2017) the percentage of survey respondents saying their expectations had not been met. Much as with Parks and Recreation services, however, there are new opportunities to exceed expectations, as this sentiment was reported less often in 2019 for each of the questions that had a 2017 survey counterpart, a decline ranging from four to eight points per question.

Perhaps the greatest opportunity seems to lie in better maintaining and expanding the network of sidewalks throughout the city. Residents report significant dissatisfaction in this area and claim that it undermines their safety as well as the safety of children and people exercising. Because attracting more active families is in line with the city's strategic goals, promoting more walkable areas can offer the city an advantage into the future as well as protect the safety and enjoyment of current residents. It is possible that repairs to sidewalks could also be better prioritized, based on traffic demands and the presence or absence of alternative routes: nearly one in four respondents felt the timeliness of repairs fell below their expectations. In contrast, residents are overwhelmingly satisfied with the placement of school zone lights and their impact on

safety, so current practices should be strictly maintained in this area. Crosswalks could be evaluated for design improvements in certain problem areas, as nearly one fourth of respondents said their expectations had not been met. Nearly nine in ten respondents had their expectations met or exceeded with regard to the timeliness of street sign replacements, though, so current practices should be maintained there.

Additionally, rainwater drainage concerns seem to threaten future development and endanger the property interests of current residents. Efforts to further ensure comprehensive drainage assessments are integrated with the entire development planning process could be helpful. Some residents expressed concern that existing drainage structures were not adequately maintained, and this, too, presents an opportunity for mitigating risks without additional capital investments.

WATER AND WASTEWATER



Eighty-six percent of responses to questions about Water and Wastewater services indicated they met or exceeded resident expectations, a one-point increase from 2017. There has been a seven-point decrease over the same period in the percentage of respondents claiming services exceeded their expectations. On average, 94.0 percent of survey respondents answered questions in this section, whereas on average only 57.8 percent of respondents to the 2017 survey did.

Survey Data: Percentage Distribution

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q48: How would you rate the online work order request process	11.68%	79.38%	8.93%
Q49: How well did the service professional explain the work being performed	13.94%	78.05%	8.01%
Q50: How well did the service professional exemplify a professional appearance and demeanor during your interaction	9%	79.93%	11.07%
Q51: Do you feel that the service professional was courteous when addressing your service request	6.97%	79.09%	13.94%
Q52: How would you rate the service professional's cleanup effort at the work site	9.86%	80.28%	9.86%
Q53: Was the service you requested provided in a timely fashion	9.72%	78.13%	12.15%
Q54: How would you rate the response and service time your water department provides	11.90%	73.13%	14.97%
Q55: The water meters and meter boxes are being maintained	22.11%	68.98%	8.91%
Q56: Satisfaction with the taste of the water	20.26%	59.80%	19.93%
Q57: Confidence in the city's water department operations	24.59%	60%	15.41%

Trend Analysis

In terms of the online work order process for the Water Department, 88 percent of respondents felt their expectations had been met or exceeded, an 11-point increase since 2017. Over this period, there was only a four-point decline in the percentage of respondents saying their expectations had been exceeded.

Eighty-six percent of respondents said their expectations were met or exceeded with regard to service professionals' technical explanations, a five-point increase from 2017. There was a six-point decrease in exceeds expectation responses. In terms of the professionalism of service employees, 91 percent felt expectations were met or exceeded, a one-point increase from 2017. There was a six-point decrease in exceeds expectation responses. In terms of courteousness of these same professionals, 93 percent felt their expectations were met or exceeded, a two-point increase from 2017, but there was a six-point decrease in the percentage of responses indicating exceeded expectations. Open-ended responses further suggested high performance in this area, along with that of other departments:

"The police and first responders are exemplary both in their respectfulness and professionalism. The same can be said of the water department and whoever answers the phone every time I call the city has been extremely polite and helpful. Kudos to all of you!" - Survey Respondent

Respondents were also satisfied with worksite cleanup in both surveys: 90 percent of 2019 respondents had their expectations met or exceeded, a four-point increase from 2017. There was a nine-point decrease, though, in the percentage of exceeds expectation responses given.

The department scored well on timeliness of work completion: 90 percent of responses claimed expectations that were met or exceeded, a four-point increase since 2017. There was a six-point decline, however, in the percentage of respondents saying their expectations had been exceeded. With regard to the individual response time and overall time of service calls, 88 percent felt expectations were met or exceeded, a three-point jump from 2017, but there was an eight-point drop in the percentage of exceeds expectation answers. Indeed, respondents felt timeliness was commendable even when they had experienced problems with their service:

"Although I am pleased with how the water dept responded in a timely fashion to neighborhood complaints, our lack of adequate water pressure is still unacceptable. The levels are at the very low end and need to be addressed!" - Survey Respondent

There was no meaningful change in responses regarding the maintenance of water meters and meter boxes: 78 percent felt expectations were met or exceeded, the same proportion of respondents reporting the same in 2017, and there was a one-point decrease in the percentage of exceeds expectation responses.

There has been little change with regard to the overall acceptability of the taste of water, according to survey respondents: 80 percent felt expectations were met or exceeded, a one-point decline from 2017. There has been a 10-point decline in those responding that taste exceeded their expectations, however, and open-ended responses blamed some of this deterioration on the mineral composition of tap water in the city.

"The water is so bad in Corinth, a lot of mineral deposits causing problems." - Survey Respondent

"The water tastes awful, I can only drink tap if I have a flavor additive. I normally almost always drink water and I pay for it at the store." - Survey Respondent

"The water is so bad in Corinth, a lot of mineral deposits causing problems." - Survey Respondent

Overall confidence in the operations of the water department, as measured by those indicating met or exceeded expectations, is down 12 points (from 87% in 2017 to 75% in 2019), constituting the only increase in this entire section in the percentage of respondents indicating their expectations had not been met. There has been a four-point decline in the percentage of exceeds expectation answers in this area.

Recommendations

Data suggest the department has been performing well overall, as seven of the ten questions asked indicated an increase in the percentage of respondents claiming that their expectations with regard to department services had been met or exceeded. As with other departments, though, there is room for growth in sentiment because each of these questions also featured a decrease in the percentage of respondents saying their expectations had been exceeded.

It is likely that responses to the confidence question, the only question indicating an increase in unmet expectations, are in part informed by dissatisfaction with the cost of water service and associated fees. Twenty-nine open-ended responses to the question soliciting additional comments and concerns (of 186 total such responses) expressed unhappiness with such costs. Multiple respondents felt charges were not in line with fees imposed by neighboring localities, and answers expressed that residents have experienced difficulties lowering their bills by way of conservation.

"Why is the water so high?? No one can explain this. My only complaint about this town. Surrounding areas are not as expensive. It's a little outrageous. It is a concern"

within the community.”- Survey Respondent

"Water rates here are incredibly high compared to surrounding cities and are the topic of many neighborhood discussions.”- Survey Respondent

"The water rates in this city are MUCH too high !!! Compared to the surrounding cities, our rates are OUTRAGEOUS !!”- Survey Respondent

"I have only lived here for about 8 months and live alone. My water bill is VERY high and no matter how careful I am about using water I can't seem to get the bill amount down.”- Survey Respondent

The department might work to address these concerns by opening additional dialogues with residents and better explaining the rationales underlying current billing practices, providing additional information about ways that residents might conserve water through various household practices to reduce their overall costs. To address the decline in those reporting exemplary taste, the department might similarly open additional dialogues with residents about common environmental and treatment conditions impacting taste, along with the ways that residents who wish to soften their water might efficiently pursue such strategies in their households.

While standards of professionalism and courtesy remain high, there have been declines (about six percentage points on average) in residents saying their expectations were exceeded, and additional efforts to improve the personal response provided to each resident could make gains in this area. Timeliness, too, has been good overall, with a four- and three-point increase, respectively, in those saying work completion and response time meets or exceeds expectations. Nevertheless, the six- and eight-point declines, respectively, in those saying work completion and response time exceed expectations indicate an opportunity to improve in this area. Perhaps additional record keeping or analysis of response and work completion times by project type and city area could illustrate new ways the department could modify any standard operating procedures affecting timeliness.

While worksite cleanup appears to be very good (90 percent report expectations met or exceeded, a four-point jump from 2017), there has similarly been a decline (of nine points) in exceeds expectation responses. To increase the amount of exemplary service provided, the department might start gathering more feedback from those impacted by projects by way of satisfaction assessments, working to identify common cleanup oversights and implement additional improvements.

Despite strong overall performance by the department, these strategies to improve resident sentiment and grow the portion of residents who feel service is exemplary can build better communication pathways and trust between the department and the citizens it serves. Any resulting service improvements will further support the reputation of the city as providing quality infrastructure, an asset in future development and one that will encourage citizens to move to Corinth.

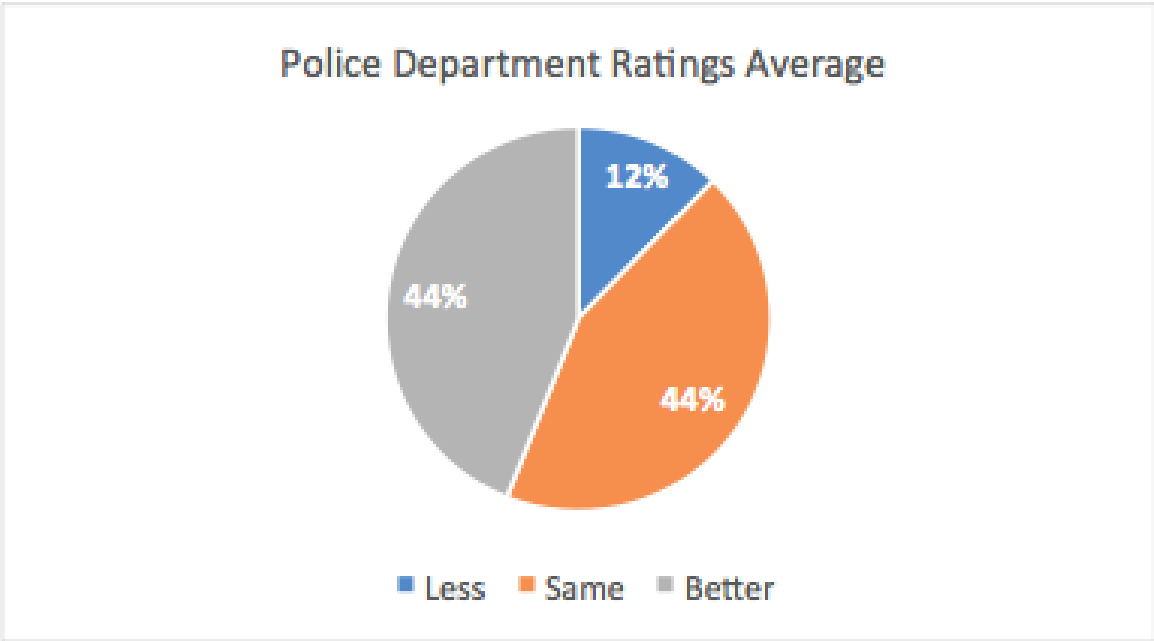
Public Safety

The citizens who reside in the community of Corinth, Texas responded to a survey based on their experiences with the local police and fire department. These assessments were based on the services provided, as well as the safety, camaraderie, and timeliness of the police and fire department of the City of Corinth. The respondents were also asked to rate animal control services. Some questions were extracted from the previous survey in 2017 along with some new questions to fully assess critical areas. With the results from this survey, city officials will be more knowledgeable of changes that need to be made and more importantly making sure they're following through with the city's objectives as released in their plan: Embracing the Future: Corinth 2030. The ratings towards the police department are outlined in questions 58-64. The ratings for animal control services are outlined in questions 65-69. The ratings for the fire department are outlined in questions 70-75.

Police Department

Please rate the following in terms of your expectations:	Less	Same	Better
Q58: Police interest in sense of safety in neighborhood.	13.64%	42.53%	43.83%
Q59: Presence of the police in your neighborhood.	27.60%	39.61%	32.79%
Q60: The response time of the police departments or officers	7.92%	55.45%	36.63%
Q61: The police's department community outreach and involvement	12.05%	41.69%	46.25%
Q62: The effectiveness of the social media outreach of the police department.	11.11%	42.81%	46.08%

Q63: The approachability of the police officers.	8.50%	42.48%	49.02%
Q64: The professionalism of the police officers and staff (friendly, courteous, effective).	5.21%	42.02%	52.77%



Trend Analysis

44 percent of citizens rated the police department "better than expected". From the previous survey taken in 2017, there has been a 6.75% decrease in the satisfaction of services. 12 percent of respondents felt the police department was "less than expected". A decrease as well from the previous survey by .67%. 44 percent of citizens rated the police department "same as I expected". However, this was an 8.6% increase from the previous survey.

Most of the questions were formatted in a similar pattern from the previous survey with the exception of Question 58 being reworded. City officials can make note that residents who previously answered questions in 2017 as “better than expected” to police services have decreased in almost every category.

“...The police department has amazing people on the ground but leadership needs to modernize and listen to this on the ground under one w stripes.”- Survey Respondent

“The police and first responders are exemplary both in their respectfulness and professionalism”- Survey Respondent

“...While our police department is full of great officers, they appear to be lacking in numbers. More officers would mean more city areas constantly being patrolled for crimes against people and traffic violations.”- Survey Respondent

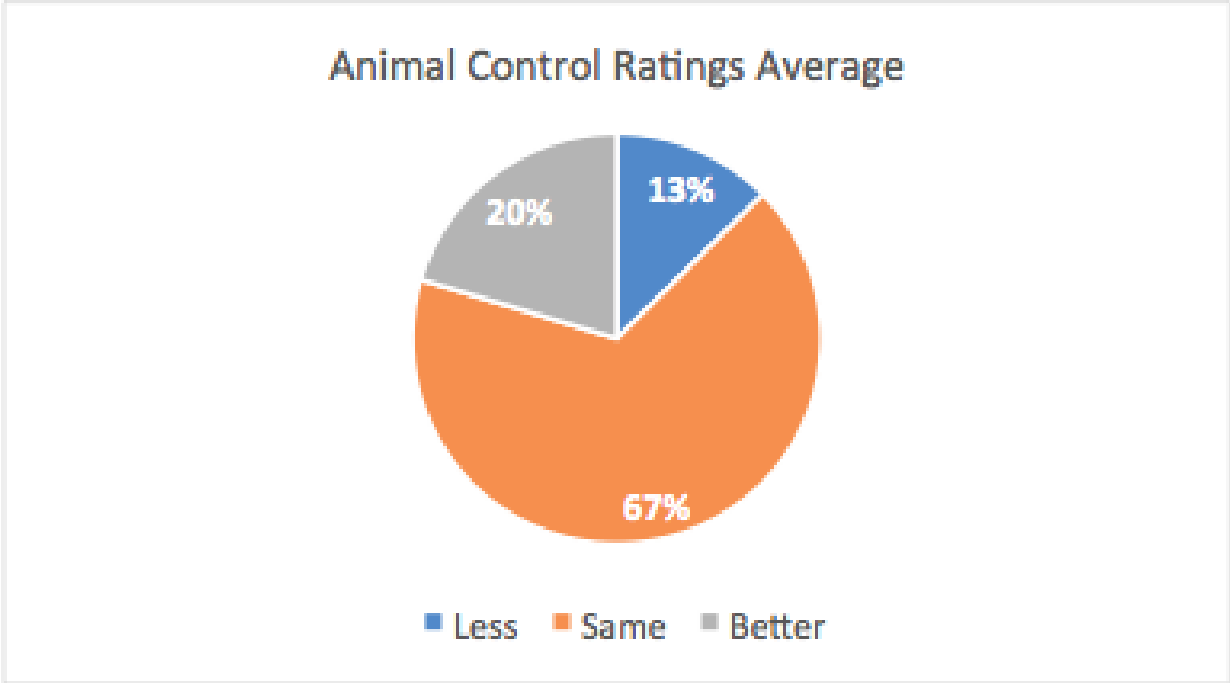
Recommendations

Overall survey respondents are more than satisfied with police service. However, with some areas decreasing from previous years, a bigger focus needs to be placed on increasing “better than expected” satisfaction from residents, especially with a 7% drop from 2017. Some of the recommendations include more numbers which will make community members feel more at ease and safe from constant patrolling of their neighborhoods.

Animal Control

Please rate the following in terms of your expectations:	Less	Same	Better
Q65: How would you rate animal control services.	9.00%	71.33 %	19.67%
Q66: How would you rate the school’s crossing guards.	6.64%	66.78 %	26.58%
Q67: Presence of loose animals in your	31.05%	48.37	20.59%

neighborhood.		%	
Q68: How would you rate the response time of the animal control officer.	10.58%	72.01%	17.41%
Q69: Cleanliness and accessibility of the Lake Dallas animal shelter.	5.82%	76.71%	17.47%



Trend Analysis

Animal control is evaluated under the police department. In the previous survey, only one question was asked regarding animal services and had a high percentage of “same as expected” with a hundred and sixty-one respondents answering. However, three additional questions were added to the survey that gives a more in-depth glance if city members are actually satisfied with animal control services. 67 percent of survey respondents felt animal services were “same as expected” with close to 300 survey responses.

"Animal Control does little to nothing to help" - Survey Respondent

"...What's the point of having ordinances if owners who do little to stop their animals from running loose and crapping on others property are not penalized?" - Survey Respondent

"Animal control is out of control. Just look on the Nextdoor app. Over 50%.of the posts are for missing, found or related animal issues"- Survey Respondent

"Loose dogs have always been a problem & every time that I have called Animal Control, they don't seem to care"- Survey Respondent

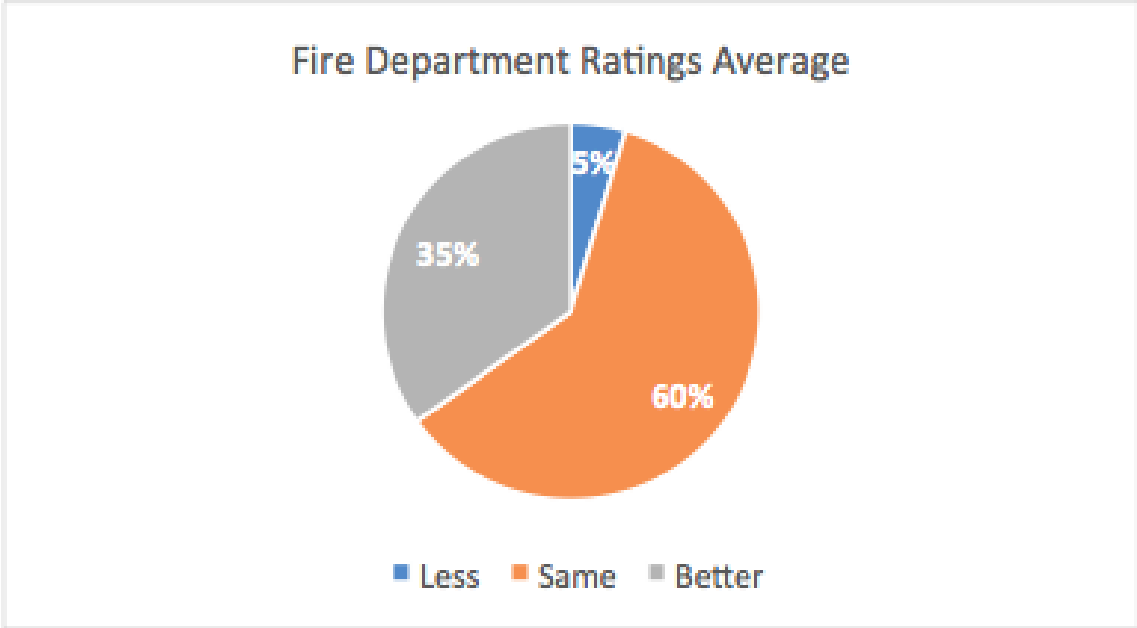
Recommendations

Given the open-ended responses from the citizens there is a great dissatisfaction of the current animal control services. The residents' responses suggest that the City's ordinances are not enforced enough, and as result, there are broken rules that go unpenalized. The City of Corinth should revisit the enforcement of the ordinances set to keep the city free of animal waste. Moreover, some resident responses suggest that there are not enough animal recreation areas, such as dog parks. So, possibly if the city can provide this for residents with animals, this may reduce the amount of animal waste in less desirable areas of the city. The citizens have an increase concern regarding the lack of support at the City's animal shelter, which potentially lends a problem to the number of stray arounds the City. Overall, the city's Animal Control department has some areas of the concern for its residents, and with these recommendations, the hope is that the City raises its favorability in this department.

Fire Department

Please rate the following in terms of your expectations:	Less	Same	Better
Q70: The overall presence of the fire department in	7.26%	58.09%	34.65%

your community.			
Q71: The response time for the fire/ems department.	1.71%	58.56%	39.73%
Q72: The professionalism of the paramedics.	1.04%	56.25%	42.41%
Q73: The emergency medical and life-saving services.	0.69%	57.99%	41.32%
Q74: The public education services of the fire department.	8.65%	61.59%	29.76%
Q75: The accessibility of information on the website about the fire department.	8.62%	70.00%	21.38%



Trend Analysis

Survey respondents overall felt the fire department was the “same as expected”. Only 35 percent of respondents felt their ratings were “better than expected. There is a 14% decrease from 2017 survey where 49.43 of survey respondents rated the fire department “better than expected”. All of those asked in the survey were also the exact same questions featured in the 2017 survey.

"I am disappointed with the response time of the fire department that services Cielo Ranch in Shady Shores. There was a recent incident in the neighborhood with a burning truck. I was amazed at how long it took for the firemen to arrive. If the trees were hanging low the fire would have attacked the tree and probably spread." - Survey Respondent

"EMS very fast response and professional. Thanks!" - Survey Respondent

Recommendations

Corinth residents seemed to be overall satisfied with the fire department. There were a lot of open responses thanking them for their services. Some of the recommendations included decreasing response time to emergency calls. Staffing numbers are low especially on the east side of I-35 which is raising concerns in the community. An increase in staff members can decrease response times to calls and increase the sense of safety for community members.

Conclusion

In order to provide the citizens of the City of Corinth with quality services, the city retained the University of Texas at Arlington's College of Architecture, Planning, and Public Affairs graduate students to conduct a Citizen's Survey. This survey gave residents the opportunity to rate the services provided by the City. These services fell within the following departments: Planning and Economic Development, Public Works, and Public Safety.

Furthermore, the UTA's CAPP graduate students constructed a survey that utilized the value proposition approach. The survey's measures are designed to capture the amount of value that each service the City provides with the following response choices: "Less than expected," "Same as expected," and "Better than expected." These responses allowed for the data to articulate the particular areas that citizen felt were fulfilling their expectations, and also, the areas that could use some improvement from the departments.

The Citizen's Survey was issued via Survey Monkey, and the link was posted to the City of Corinth's social media accounts and it was also sent out in the form of post cards, as mailouts. This method of distribution was utilized as a way to make sure that all citizens were aware of the survey. Moreover, the survey was opened from February 11, 2019 to March 22, 2019, so that a greater sample of citizens could be captured, as a likely result 0.26% more residents took the survey than last year. There were 312 respondents that provided actionable data for the City's officials to proceed with a plan to make improvements, or sustainment plans for areas citizens thoroughly enjoy.

Community Relations and Quality of Life provided two new questions, 16 and 17, which targets trash services, due to issues in the last survey. The results reveal that respondents still need a resolution to the left behind debris and a new recommendation of an additional pickup day. An average of 44% of responses to questions regarding Community Relations indicated they were the same or less than expectations, an 8.5-percentage-point decrease from 2017. Additionally, a 17% decline (from 29% to 12%), over the same period, in the percentage of responses indicating services exceeded expectations. On average, 99% of survey respondents answered questions in this

section (312 respondents), and in the 2017 survey, there was an average of 95% (257 respondents) that answered questions within this section. Respondents are overall satisfied with the community events that are planned within the community but would be open to more. Question 5, asking residents to rate the number of special events is a new question for the 2019 survey. 31.07% of respondents rated that there were less events than expected, 50.16% same as expected, and 18.77% better than expected. This is an area the city is doing a good job and the community is enjoying.

Planning and Development added new and reconstructed questions in areas regarding the city's infrastructure, goals, future trends, and restraints were added to detect progression. These questions were also added as a means to gauge the ideas presented in Corinth's 2030 strategic plan. Overall, planning and economic development averaged 49.28% "less than expected," 43.58% "same as expected," and 7.14% "better than expected." However, in areas such as development (i.e. fast food, sit-down, fine dining, etc.), planning (i.e. zoning applications, the professionalism of the Planning, the city's effort to secure a commuter rail stop, etc.), high speed internet and employment opportunities the city of Corinth experienced a larger relative reduction in exceeded expectations. However, employment opportunities in the city of Corinth showed an increase in variation from the 2017 survey results, signifying positive growth toward the city's future economic growth.

The Public Works department has maintained a strong performance with 83% of responses on average report expectations met or exceeded (82% for Parks and Recreation, 80% for Streets, and 86% for Water and Wastewater). Moreover, there is a 2.3-point increase on average from 2017 (2 points for Parks and Recreation, 4 points for Streets, and 1 point for Water and Wastewater). However, each department experienced a larger relative reduction in exceeded expectations: 6.7 points on average (7 points for Parks and Recreation, 6 points for Streets, and 7 points for Water and Wastewater). There were high response rates to questions in this section: 97% on average (33.5-point increase from 63.5% in 2017). While Parks and Recreation has continued to meet resident expectations on average (+2 points overall from 2017), it falls short most often with regard to park amenities, which 29% say fall below their expectations. No meaningful increases in unmet expectations, but significant declines in exceeding expectations: 14% for playground structures (30% in 2017 to 16% in 2019); 13% in cleanliness and mowing (37% to 24%); 9% for family-friendly atmosphere

(32% to 23%). Streets, Drainage, and Storm Water experienced a 4-point average increase in expectations met or exceeded. There have been no increases in unmet expectations, but there were modest declines in exceeded expectations for each repeated question, ranging from 4 to 8 points.

Additionally, while responses indicate cleanliness is unlikely to be harming the reputation of city parks, Parks and Recreation might work to increase exceeded expectations by further prioritizing the cleanliness and upkeep of park facilities. Developing a variety of new recreational structures and classes in the parks can return exceeded expectations in this area to their prior levels and boost competitiveness with other cities by offering outdoor opportunities to a more diverse group of citizens. Streets might focus on building out the city's sidewalk network as much as possible to ensure the safety and comfort of pedestrians, and sidewalk repairs as well as attention to crosswalks might be better prioritized in some problem areas. Enhanced drainage assessments can support further development. The Water Department might address cost concerns by opening new dialogues with residents about the determinants of cost and ways they might reduce their household bills. While professionalism and worksite cleanup appear to be very good overall, additional attention to assessing and remedying resident concerns in these areas can boost exceeded expectations and leave a great impression.

Public Safety's results yield that overall the public safety has stayed the "same as expected". There has been a 6.75% decrease in satisfaction of services from the previous survey in 2017. Moreover, 67% of survey respondents felt animal control services were the "same as expected". However, there were more in-depth questions from the previous survey, as it relates to the response time and professionalism of the public safety employees. There has been a 14% decrease from the 2017 survey where respondents rated the fire department "better than expected". Furthermore, the unfavorable percentages indicated issues regarding the lack of staffing and leadership within the police department. Additionally, the lack of ordinance enforcement by animal control, the response time of the fire department, and the lack of fire department staff members east of I-35. As a result, recommendations have been constructed to guide the City's officials on a way to improve these areas, within Public Safety, for Corinth's residents. UTA's CAPP students have suggested that for both the Police and Fire departments the City create an initiative to hire more staff, which may assist with

understaffing and the response time. Additionally, the recommendations suggest that the City make a plan to further enforce the ordinances, as it relates to animal control measures and to build more designated areas for pets around the city to further prevent animal control issues.

Conclusively, it is strongly suggested that City of Corinth put forth action to increase the unfavorable areas, within the respective departments. Moreover, the City should note the decrease in its citizens from 2017 to 2019 and evaluate the areas that have carried negative ratings forward, in order to see if this played a part in the departure of residents. Moreover, the City's officials are highly encouraged to engage more with the residents of Corinth, as a means to continually gauge the satisfaction of its community. Furthermore, the CAPP students have provided meaningful recommendations gathered from the voices of Corinth's community, so the hopes are that the City's administrators use this information to improve the quality of life of its citizens.

Complete Survey Results

Survey Data Analysis

Community Relations & Quality of Life

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q1: How would you rate the level of communication within the community	36.01%	51.13%	12.86%
Q2: How would you rate the method of communication with the community	37.10%	50%	12.90%
Q3: How would you rate the city administrator's relationship with the community	50.32%	43.51%	6.17%
Q4: How would you rate the level of outreach to the community	48.87%	38.26%	12.86%
Q5: How would you rate the number of special events	31.07%	50.16%	18.77%
Q6: How would you rate the quality of special events	21.57%	57.84%	20.59%
Q7: How would you rate the effectiveness of social media outreach	36.25%	43.69%	20.06%
Q8: How would you rate the amount of information released to the community	47.23%	40.39%	12.38%
Q9: How would you rate the timeliness of information released to the community	38.19%	50.81%	11%
Q10: How would you rate the accessibility of information on the City of Corinth website	25.89%	64.72%	9.39%
Q11: How would you rate the level of Customer	18.45%	59.22%	22.33%

Service provided collectively by all employees			
Q12: How would you rate the responsiveness to your service requests	14.71%	66.34%	18.95%
Q13: How would you rate the overall quality of your neighborhood	23.47%	51.13%	25.40%
Q14: How would you rate Corinth's uniqueness compared to other surrounding cities	44.37%	38.59%	17.04%
Q15: How would you rate Corinth's beautification efforts	44.01%	42.39%	13.59%
Q16: How would you rate trash collection services	22.51%	54.34%	23.15%
Q17: How would you rate the availability of recycling services	13.50%	60.77%	25.72%

Planning and Development

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q18: How would rate the methods used to notify you about zoning applications via your direct mail, sign postings, or newspaper postings	51.13%	44.66%	4.21%
Q19: How would you rate the professionalism of the Planning Development & Building Permit employees	22.04%	69.41%	8.55%
Q20: How would rate the Planning Development website	28.62%	67.43%	3.95%

Q21: How would you rate the city's effort to secure a commuter rail stop and complimentary residential and retail development	53.75%	36.81%	9.45%
Q22: How would you rate code enforcement efforts relating to nuisance issues such as high grass, debris, and junk vehicles	36.77%	50.97%	12.26%

Economic Development

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q23: How would you rate New Development in Corinth (i.e. retail, restaurants, entertainment)	70.10%	19.29%	10.61%
Q24: Corinth's efforts to attract location/relocation of small Corporate Headquarters	63.87%	30.65%	5.48%
Q25: Corinth's efforts to attract high technology and commercial warehousing opportunities	62.78%	33.98%	3.24%
Q26: How would you rate the availability of high speed internet and its reliability	73.87%	23.23%	2.90%
Q27: Corinth's ability to attract national retail chains that add to community appeal	71.52%	25.57%	2.91%
Q28: Corinth's ability to attract small boutiques and locally-owned retail stores	59.22%	35.92%	4.85%

Q29: Attraction of sit-down restaurants in Corinth	83.92%	14.47%	1.61%
Q30: Attraction of fine dining restaurants in Corinth	86.82%	12.22%	0.96%
Q31: Attraction of fast food (i.e. Chic-fil-a, McDonald's, Wendy's, etc) restaurants in Corinth	15.16%	64.84%	20.00%
Q32: Attraction of quick service (i.e. Panda Express, Chipotle, Subway, etc) restaurants in Corinth	19.29%	63.34%	17.36%
Q33: Growth of employment opportunities in Corinth	54.55%	42.86%	2.60%

Parks and Recreation

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q34: How are the park amenities	29.13%	53.72%	17.15%
Q35: How family-friendly are Corinth parks	17.48%	59.87%	22.65%
Q36: How would you rate the athletic fields	17.59%	60.26%	22.15%
Q37: How would you rate the Corinth Summer Camp program	9.67%	78%	12.33%
Q38: How is the cleanliness and upkeep of the parks, including mowing	17.53%	58.12%	24.35%
Q39: How would you rate the playground structures in the parks	14.01%	70.36%	15.64%

Streets

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q40: How would you rate the cleanliness of streets and sidewalks	17.15%	58.25%	24.60%
Q41: How would you rate the rainwater runoff and drainage infrastructure	25%	60.39%	14.61%
Q42: The placement of crosswalks in Corinth promotes the safety of pedestrians	23.62%	62.46%	13.92%
Q43: How would you rate the visibility of school zone lights	6.43%	76.53%	17.04%
Q44: How would you rate the timeliness of sidewalk repairs	23.86%	66.67%	9.48%
Q45: Quantity of sidewalks in Corinth	33.01%	56.31%	10.68%
Q46: How would you rate the mowing of the city's street medians	23.47%	59.16%	17.36%
Q47: How would you rate the response time for the replacement of street signs	11%	77.67%	11.33%

Water and Wastewater

<i>Please rate the following in terms of your expectations:</i>	Less	Same	Better
Q48: How would you rate the online work order request process	11.68%	79.38%	8.93%
Q49: How well did the service professional explain the work being performed	13.94%	78.05%	8.01%

Q50: How well did the service professional exemplify a professional appearance and demeanor during your interaction	9%	79.93%	11.07%
Q51: Do you feel that the service professional was courteous when addressing your service request	6.97%	79.09%	13.94%
Q52: How would you rate the service professional's cleanup effort at the work site	9.86%	80.28%	9.86%
Q53: Was the service you requested provided in a timely fashion	9.72%	78.13%	12.15%
Q54: How would you rate the response and service time your water department provides	11.90%	73.13%	14.97%
Q55: The water meters and meter boxes are being maintained	22.11%	68.98%	8.91%
Q56: Satisfaction with the taste of the water	20.26%	59.80%	19.93%
Q57: Confidence in the city's water department operations	24.59%	60%	15.41%

Police Department

Please rate the following in terms of your expectations:	Less	Same	Better
Q58: Police interest in sense of safety in neighborhood.	13.64%	42.53%	43.83%
Q59: Presence of the police in your neighborhood.	27.60%	39.61%	32.79%
Q60: The response time of the police departments or officers	7.92%	55.45%	36.63%

Q61: The police's department community outreach and involvement	12.05%	41.69%	46.25%
Q62: The effectiveness of the social media outreach of the police department.	11.11%	42.81%	46.08%
Q63: The approachability of the police officers.	8.50%	42.48%	49.02%
Q64: The professionalism of the police officers and staff (friendly, courteous, effective).	5.21%	42.02%	52.77%

Animal Control

Please rate the following in terms of your expectations:	Less	Same	Better
Q65: How would you rate animal control services.	9.00%	71.33%	19.67%
Q66: How would you rate the school's crossing guards.	6.64%	66.78%	26.58%
Q67: Presence of loose animals in your neighborhood.	31.05%	48.37%	20.59%
Q68: How would you rate the response time of the animal control officer.	10.58%	72.01%	17.41%
Q69: Cleanliness and accessibility of the Lake Dallas animal shelter.	5.82%	76.71%	17.47%

Fire Department

Please rate the following in terms of your expectations:	Less	Same	Better
Q70: The overall presence of the fire department in your community.	7.26%	58.09%	34.65%
Q71: The response time for the fire/ems department.	1.71%	58.56%	39.73%
Q72: The professionalism of the paramedics.	1.04%	56.25%	42.41%
Q73: The emergency medical and life-saving services.	0.69%	57.99%	41.32%
Q74: The public education services of the fire department.	8.65%	61.59%	29.76%
Q75: The accessibility of information on the website about the fire department.	8.62%	70.00%	21.38%

Survey Set of Frequencies

Q1 How would you rate the level of communication within the community

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	36.01%	112
Same as I expected	51.13%	159
Better than I expected	12.86%	40
TOTAL		311

Q2 How would you rate the method of communication with the community

Answered: 310 Skipped: 2

ANSWER CHOICES	RESPONSES	
Less than I expected	37.10%	115
Same as I expected	50.00%	155
Better than I expected	12.90%	40
TOTAL		310

Q3 How would you rate the city administrators relationship with the community

Answered: 308 Skipped: 4

ANSWER CHOICES	RESPONSES	
Less than I expected	50.32%	155
Same as I expected	43.51%	134
Better than I expected	6.17%	19
TOTAL		308

Q4 How would you rate the level of outreach to the community

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	48.87%	152
Same as I expected	38.26%	119
Better than I expected	12.86%	40
TOTAL		311

Q5 How would you rate the number of special events

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	31.07%	96
Same as I expected	50.16%	155
Better than I expected	18.77%	58
TOTAL		309

Q6 How would you rate the quality of special events

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	21.57%	66
Same as I expected	57.84%	177
Better than I expected	20.59%	63
TOTAL		306

Q7 How would you rate the effectiveness of social media outreach

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	36.25%	112
Same as I expected	43.69%	135
Better than I expected	20.06%	62
TOTAL		309

Q8 How would you rate the amount of information released to the community

Answered: 307 Skipped: 5

ANSWER CHOICES	RESPONSES	
Less than I expected	47.23%	145
Same as I expected	40.39%	124
Better than I expected	12.38%	38
TOTAL		307

Q9 How would you rate the timeliness of information released to the community

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	38.19%	118
Same as I expected	50.81%	157
Better than I expected	11.00%	34
TOTAL		309

Q10 How would you rate the accessibility of information on the City of Corinth website

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	25.89%	80
Same as I expected	64.72%	200
Better than I expected	9.39%	29
TOTAL		309

Q11 How would you rate the level of Customer Service provided collectively by all employees

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	18.45%	57
Same as I expected	59.22%	183
Better than I expected	22.33%	69
TOTAL		309

Q12 How would you rate the responsiveness to your service requests

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	14.71%	45
Same as I expected	66.34%	203
Better than I expected	18.95%	58
TOTAL		306

Q13 How would you rate the overall quality of your neighborhood

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	23.47%	73
Same as I expected	51.13%	159
Better than I expected	25.40%	79
TOTAL		311

Q14 How would you rate Corinth's uniqueness compared to other surrounding cities

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	44.37%	138
Same as I expected	38.59%	120
Better than I expected	17.04%	53
TOTAL		311

Q15 How would you rate Corinth's beautification efforts

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	44.01%	136
Same as I expected	42.39%	131
Better than I expected	13.59%	42
TOTAL		309

Q16 How would you rate trash collection services

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	22.51%	70
Same as I expected	54.34%	169
Better than I expected	23.15%	72
TOTAL		311

Q17 How would you rate the availability of recycling services

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	13.50%	42
Same as I expected	60.77%	189
Better than I expected	25.72%	80
TOTAL		311

Q18 How would rate the methods used to notify you about zoning applications via your direct mail, sign postings , or newspaper postings

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	51.13%	158
Same as I expected	44.66%	138
Better than I expected	4.21%	13
TOTAL		309

Q19 How would you rate the professionalism of the Planning Development & Building Permit employees

Answered: 304 Skipped: 8

ANSWER CHOICES	RESPONSES	
Less than I expected	22.04%	67
Same as I expected	69.41%	211
Better than I expected	8.55%	26
TOTAL		304

Q20 How would rate the Planning Development website

Answered: 304 Skipped: 8

ANSWER CHOICES	RESPONSES	
Less than I expected	28.62%	87
Same as I expected	67.43%	205
Better than I expected	3.95%	12
TOTAL		304

Q21 How would you rate the city's effort to secure a commuter rail stop and complimentary residential and retail development

Answered: 307 Skipped: 5

ANSWER CHOICES	RESPONSES	
Less than I expected	53.75%	165
Same as I expected	36.81%	113
Better than I expected	9.45%	29
TOTAL		307

Q22 How would you rate code enforcement efforts relating to nuisance issues such as high grass, debris, and junk vehicles

Answered: 310 Skipped: 2

ANSWER CHOICES	RESPONSES	
Less than I expected	36.77%	114
Same as I expected	50.97%	158
Better than I expected	12.26%	38
TOTAL		310

Q23 How would you rate New Development in Corinth (i.e. retail, restaurants, entertainment)

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	70.10%	218
Same as I expected	19.29%	60
Better than I expected	10.61%	33
TOTAL		311

Q24 Corinth's efforts to attract location/relocation of small Corporate Headquarters

Answered: 310 Skipped: 2

ANSWER CHOICES	RESPONSES	
Less than I expected	63.87%	198
Same as I expected	30.65%	95
Better than I expected	5.48%	17
TOTAL		310

Q25 Corinth's efforts to attract high technology and commercial warehousing opportunities

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	62.78%	194
Same as I expected	33.98%	105
Better than I expected	3.24%	10
TOTAL		309

Q26 How would you rate the availability of high speed internet and its reliability

Answered: 310 Skipped: 2

ANSWER CHOICES	RESPONSES	
Less than I expected	73.87%	229
Same as I expected	23.23%	72
Better than I expected	2.90%	9
TOTAL		310

Q27 Corinth's ability to attract national retail chains that add to community appeal

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	71.52%	221
Same as I expected	25.57%	79
Better than I expected	2.91%	9
TOTAL		309

Q28 Corinth's ability to attract small boutiques and locally-owned retail stores

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	59.22%	183
Same as I expected	35.92%	111
Better than I expected	4.85%	15
TOTAL		309

Q29 Attraction of sit-down restaurants in Corinth

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	83.92%	261
Same as I expected	14.47%	45
Better than I expected	1.61%	5
TOTAL		311

Q30 Attraction of fine dining restaurants in Corinth

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	86.82%	270
Same as I expected	12.22%	38
Better than I expected	0.96%	3
TOTAL		311

Q31 Attraction of fast food (i.e. Chic-fil-a, McDonald's, Wendy's, etc) restaurants in Corinth

Answered: 310 Skipped: 2

ANSWER CHOICES	RESPONSES	
Less than I expected	15.16%	47
Same as I expected	64.84%	201
Better than I expected	20.00%	62
TOTAL		310

Q32 Attraction of quick service (i.e. Panda Express, Chipotle, Subway, etc) restaurants in Corinth

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	19.29%	60
Same as I expected	63.34%	197
Better than I expected	17.36%	54
TOTAL		311

Q33 Growth of employment opportunities in Corinth

Answered: 308 Skipped: 4

ANSWER CHOICES	RESPONSES	
Less than I expected	54.55%	168
Same as I expected	42.86%	132
Better than I expected	2.60%	8
TOTAL		308

Q34 How are the park amenities

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	29.13%	90
Same as I expected	53.72%	166
Better than I expected	17.15%	53
TOTAL		309

Q35 How family-friendly are Corinth parks

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	17.48%	54
Same as I expected	59.87%	185
Better than I expected	22.65%	70
TOTAL		309

Q36 How would you rate the athletic fields

Answered: 307 Skipped: 5

ANSWER CHOICES	RESPONSES	
Less than I expected	17.59%	54
Same as I expected	60.26%	185
Better than I expected	22.15%	68
TOTAL		307

Q37 How would you rate the Corinth Summer Camp program

Answered: 300 Skipped: 12

ANSWER CHOICES	RESPONSES	
Less than I expected	9.67%	29
Same as I expected	78.00%	234
Better than I expected	12.33%	37
TOTAL		300

Q38 How is the cleanliness and upkeep of the parks, including mowing

Answered: 308 Skipped: 4

ANSWER CHOICES	RESPONSES	
Less than I expected	17.53%	54
Same as I expected	58.12%	179
Better than I expected	24.35%	75
TOTAL		308

Q39 How would you rate the playground structures in the parks

Answered: 307 Skipped: 5

ANSWER CHOICES	RESPONSES	
Less than I expected	14.01%	43
Same as I expected	70.36%	216
Better than I expected	15.64%	48
TOTAL		307

Q40 How would you rate the cleanliness of streets and sidewalks

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	17.15%	53
Same as I expected	58.25%	180
Better than I expected	24.60%	76
TOTAL		309

Q41 How would you rate the rainwater runoff and drainage infrastructure

Answered: 308 Skipped: 4

ANSWER CHOICES	RESPONSES	
Less than I expected	25.00%	77
Same as I expected	60.39%	186
Better than I expected	14.61%	45
TOTAL		308

Q42 The placement of crosswalks in Corinth promotes the safety of pedestrians

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	23.62%	73
Same as I expected	62.46%	193
Better than I expected	13.92%	43
TOTAL		309

Q43 How would you rate the visibility of school zone lights

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	6.43%	20
Same as I expected	76.53%	238
Better than I expected	17.04%	53
TOTAL		311

Q44 How would you rate the timeliness of the sidewalk repairs

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	23.86%	73
Same as I expected	66.67%	204
Better than I expected	9.48%	29
TOTAL		306

Q45 Quantity of sidewalks in Corinth

Answered: 309 Skipped: 3

ANSWER CHOICES	RESPONSES	
Less than I expected	33.01%	102
Same as I expected	56.31%	174
Better than I expected	10.68%	33
TOTAL		309

Q46 How would you rate the mowing of the city's street medians

Answered: 311 Skipped: 1

ANSWER CHOICES	RESPONSES	
Less than I expected	23.47%	73
Same as I expected	59.16%	184
Better than I expected	17.36%	54
TOTAL		311

Q47 How would rate the response time for the replacement of street signs

Answered: 300 Skipped: 12

ANSWER CHOICES	RESPONSES	
Less than I expected	11.00%	33
Same as I expected	77.67%	233
Better than I expected	11.33%	34
TOTAL		300

Q48 How would you rate the online work order request process

Answered: 291 Skipped: 21

ANSWER CHOICES	RESPONSES	
Less than I expected	11.68%	34
Same as I expected	79.38%	231
Better than I expected	8.93%	26
TOTAL		291

Q49 How well did the service professional explain the work being performed

Answered: 287 Skipped: 25

ANSWER CHOICES	RESPONSES	
Less than I expected	13.94%	40
Same as I expected	78.05%	224
Better than I expected	8.01%	23
TOTAL		287

Q50 How well did the service professional exemplify a professional appearance and demeanor during your interaction

Answered: 289 Skipped: 23

ANSWER CHOICES	RESPONSES	
Less than I expected	9.00%	26
Same as I expected	79.93%	231
Better than I expected	11.07%	32
TOTAL		289

Q51 Do you feel that the service professional was courteous when addressing your service request

Answered: 287 Skipped: 25

ANSWER CHOICES	RESPONSES	
Less than I expected	6.97%	20
Same as I expected	79.09%	227
Better than I expected	13.94%	40
TOTAL		287

Q52 How would you rate the service professional's cleanup effort at the work site

Answered: 284 Skipped: 28

ANSWER CHOICES	RESPONSES	
Less than I expected	9.86%	28
Same as I expected	80.28%	228
Better than I expected	9.86%	28
TOTAL		284

Q53 Was the service you requested provided in a timely fashion

Answered: 288 Skipped: 24

ANSWER CHOICES	RESPONSES	
Less than I expected	9.72%	28
Same as I expected	78.13%	225
Better than I expected	12.15%	35
TOTAL		288

Q54 How would you rate the response and service time your water department provides

Answered: 294 Skipped: 18

ANSWER CHOICES	RESPONSES	
Less than I expected	11.90%	35
Same as I expected	73.13%	215
Better than I expected	14.97%	44
TOTAL		294

Q55 The water meters and meter boxes are being maintained

Answered: 303 Skipped: 9

ANSWER CHOICES	RESPONSES	
Less than I expected	22.11%	67
Same as I expected	68.98%	209
Better than I expected	8.91%	27
TOTAL		303

Q56 Satisfaction with the taste of the water

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	20.26%	62
Same as I expected	59.80%	183
Better than I expected	19.93%	61
TOTAL		306

Q57 Confidence in the city's water department operations

Answered: 305 Skipped: 7

ANSWER CHOICES	RESPONSES	
Less than I expected	24.59%	75
Same as I expected	60.00%	183
Better than I expected	15.41%	47
TOTAL		305

Q58 Police interest in sense of safety in neighborhood

Answered: 308 Skipped: 4

ANSWER CHOICES	RESPONSES	
Less than I expected	13.64%	42
Same as I expected	42.53%	131
Better than I expected	43.83%	135
TOTAL		308

Q59 Presence of the police in your neighborhood

Answered: 308 Skipped: 4

ANSWER CHOICES	RESPONSES	
Less than I expected	27.60%	85
Same as I expected	39.61%	122
Better than I expected	32.79%	101
TOTAL		308

Q60 The response time of the police department or officers

Answered: 303 Skipped: 9

ANSWER CHOICES	RESPONSES	
Less than I expected	7.92%	24
Same as I expected	55.45%	168
Better than I expected	36.63%	111
TOTAL		303

Q61 The police department's community outreach and involvement

Answered: 307 Skipped: 5

ANSWER CHOICES	RESPONSES	
Less than I expected	12.05%	37
Same as I expected	41.69%	128
Better than I expected	46.25%	142
TOTAL		307

Q62 The effectiveness of the social media outreach of the police department

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	11.11%	34
Same as I expected	42.81%	131
Better than I expected	46.08%	141
TOTAL		306

Q63 The approachability of the police officers

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	8.50%	26
Same as I expected	42.48%	130
Better than I expected	49.02%	150
TOTAL		306

Q64 The professionalism of the police officers and staff (friendly, courteous, effective)

Answered: 307 Skipped: 5

ANSWER CHOICES	RESPONSES	
Less than I expected	5.21%	16
Same as I expected	42.02%	129
Better than I expected	52.77%	162
TOTAL		307

Q65 How would you rate animal control service

Answered: 300 Skipped: 12

ANSWER CHOICES	RESPONSES	
Less than I expected	9.00%	27
Same as I expected	71.33%	214
Better than I expected	19.67%	59
TOTAL		300

Q66 How would you rate the school crossing guards

Answered: 301 Skipped: 11

ANSWER CHOICES	RESPONSES	
Less than I expected	6.64%	20
Same as I expected	66.78%	201
Better than I expected	26.58%	80
TOTAL		301

Q67 Presence of loose animals in your neighborhood

Answered: 306 Skipped: 6

ANSWER CHOICES	RESPONSES	
Less than I expected	31.05%	95
Same as I expected	48.37%	148
Better than I expected	20.59%	63
TOTAL		306

Q68 How would you rate the response time of the animal control officer

Answered: 293 Skipped: 19

ANSWER CHOICES	RESPONSES	
Less than I expected	10.58%	31
Same as I expected	72.01%	211
Better than I expected	17.41%	51
TOTAL		293

Q69 Cleanliness and accessibility of the Lake Dallas animal shelter

Answered: 292 Skipped: 20

ANSWER CHOICES	RESPONSES	
Less than I expected	5.82%	17
Same as I expected	76.71%	224
Better than I expected	17.47%	51
TOTAL		292

Q70 The overall presence of the fire department in your community

Answered: 303 Skipped: 9

ANSWER CHOICES	RESPONSES	
Less than I expected	7.26%	22
Same as I expected	58.09%	176
Better than I expected	34.65%	105
TOTAL		303

Q71 The response time for the fire/ems department

Answered: 292 Skipped: 20

ANSWER CHOICES	RESPONSES	
Less than I expected	1.71%	5
Same as I expected	58.56%	171
Better than I expected	39.73%	116
TOTAL		292

Q72 The professionalism of the paramedics

Answered: 288 Skipped: 24

ANSWER CHOICES	RESPONSES	
Less than I expected	1.04%	3
Same as I expected	56.25%	162
Better than I expected	42.71%	123
TOTAL		288

Q73 The emergency medical and life-saving services

Answered: 288 Skipped: 24

ANSWER CHOICES	RESPONSES	
Less than I expected	0.69%	2
Same as I expected	57.99%	167
Better than I expected	41.32%	119
TOTAL		288

Q74 The public education services of the fire department

Answered: 289 Skipped: 23

ANSWER CHOICES	RESPONSES	
Less than I expected	8.65%	25
Same as I expected	61.59%	178
Better than I expected	29.76%	86
TOTAL		289

Q75 The accessibility of information on the website about the fire department

Answered: 290 Skipped: 22

ANSWER CHOICES	RESPONSES	
Less than I expected	8.62%	25
Same as I expected	70.00%	203
Better than I expected	21.38%	62
TOTAL		290

Appendix A: Survey Open-Ended Questions Responses

The following are responses from Question 76, which was an Open-Ended Question. These responses have been directly excerpted from the survey, as written by the respondents, so it may include typographical and grammatical errors. The report will present these responses verbatim, as to maintain data integrity (Please see responses enclosed below).

Q76 Please include additional comments or concerns:

Answered: 186 Skipped: 126

Enclosure:



Open-Ended
Question

References

1. City of Corinth Website. Retrieved February 23, 2019.-
<https://www.cityofcorinth.com/>
2. "Citizens Opinion Survey". 2017
3. North Texas Commission. Retrieved April 20, 2019-<http://ntc-dfw.org/north-texas/>
4. Survey Monkey Retrieved March 23 2019.-[Survey Data](#)

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: Operational Workshop
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, Director
Finance Review: **Legal Review:**
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Receive a report and hold operational discussions on the Fire Department, Police Department and Public Works Department.

AGENDA ITEM SUMMARY/BACKGROUND

Staff has begun preparing for next year's operational budget. The new budget will go into effect on October 1, 2019. It is important to establish the foundation of the City's three largest operational budgets in the General Fund: Public Works, Police and Fire.

Staff will provide a presentation on the accomplishments, workload and challenges for each department.

RECOMMENDATION

Attachments

Presentation



2018 Department Operations

Public Works | Fire Services | Police Services

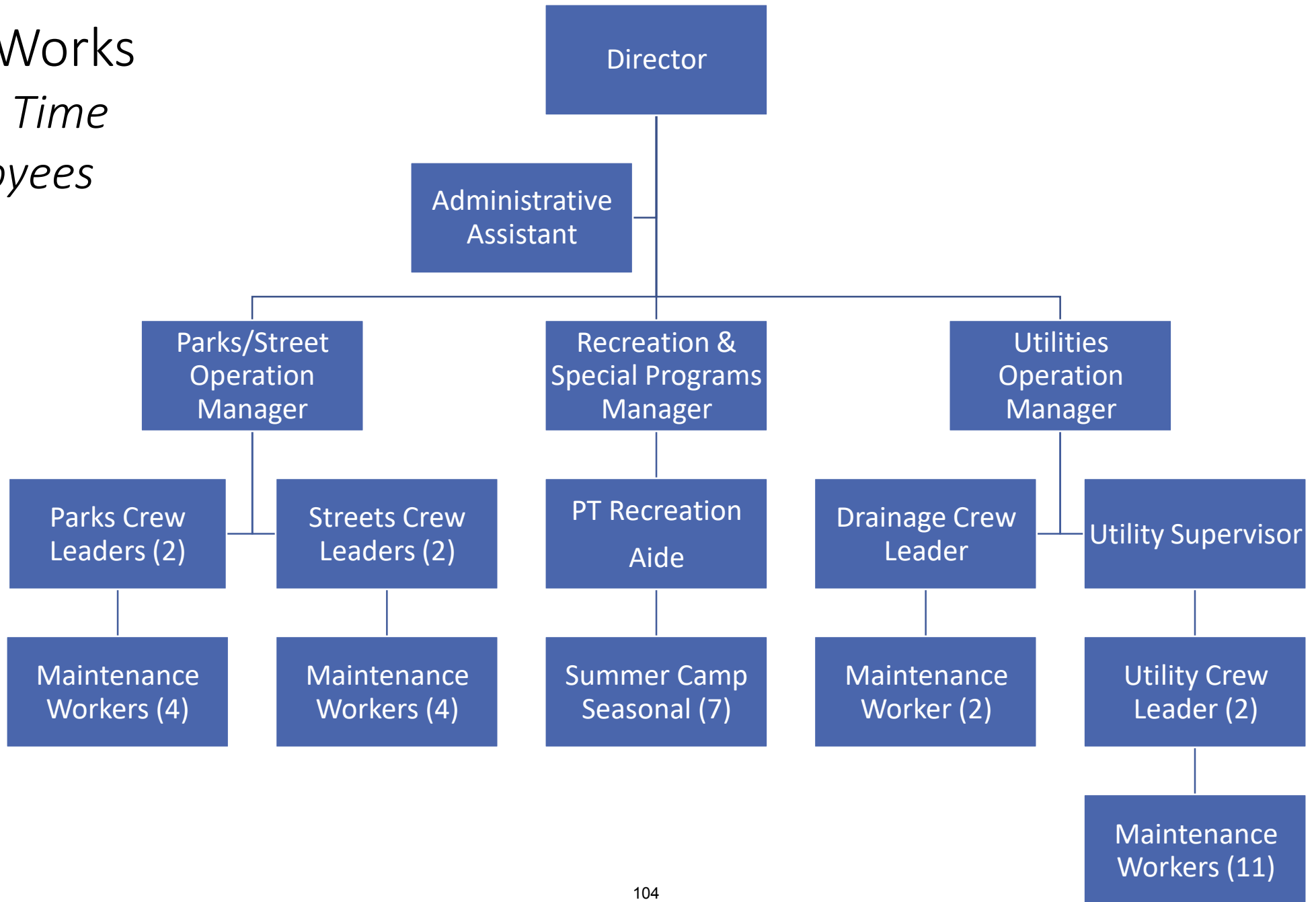


Public Works Cody Collier, Director

The Department has multi-faceted services comprised of the following: Maintain the City Street System through proactive maintenance; preserve and enhance the City's quality of life through landscaping and park amenities in the community's public open spaces; and provide potable water at adequate pressure and in sufficient quantities to the residents of Corinth.

Public Works

34 Full Time Employees



- Asset Management Program
- APWA Accreditation- 11th City in Texas
- Repaired sidewalks which pose trip hazard to pedestrians.
- Renewed all Sports Association contracts.
- Renewed R.O.W. And parks mowing contracts.
- Public Works facility remodel Phase 1 in final stage and Phase 2 has begun.
- Green Ribbon project approval with TXDOT for 2181 and 2499
- Tree City USA Affiliate

Parks & Streets Accomplishments



Street Department



387 Potholes
Repaired



365 linear feet of
sidewalk replaced



485 square yards of
street reconstruction

112 work orders- 43% resolved¹⁶ within 5 days

Parks & Recreation



- Trails
 - 12.74 miles
- Parks
 - 184 acres of public parkland
 - 15 neighborhood parks
 - 12 playgrounds
 - 10 miles of ROW maintained
 - Athletic Fields Prepped for 875 Games
- Recreation
 - 272 Class Participants
 - 2,932 Summer Camp Participants
 - 22,612 Association Athletic Participants

49 work orders- 95% resolved ¹⁰⁷ within 5 days



Storm Drainage Accomplishments

- Met or exceeded Texas Commission on Environmental Quality (TCEQ) Storm Water Compliance regulations and Best Management Practices (BMP's).
- Preventative maintenance has resulted in reduction of resident generated work orders.
- Renew Vector Disease Control International (VDCI) Mosquito Contract and Mosquito Abatement Program.

Stormwater/Drainage Department



1,360 Storm Inlet
Inspections



88 Storm Inlets Cleaned



32 Work Orders
Performed

26,000 linear feet of
channel mowing



1,664 linear feet of channel
cleaning & grading

32 work orders- 90% resolved within 5 days





Water/Wastewater Accomplishments

- Upgrade and replace Phase 3 of the City's Utility transponder system to a single point meter reading system.
- Completed State Reports to stay in compliance with TCEQ.

Water /Wastewater



23 Water Main Repairs



2 Water Pump Stations Repaired



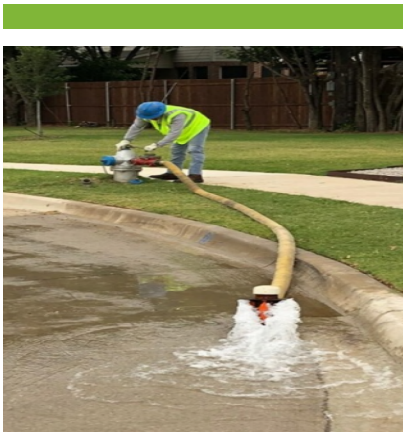
13 Lift Stations Maintained



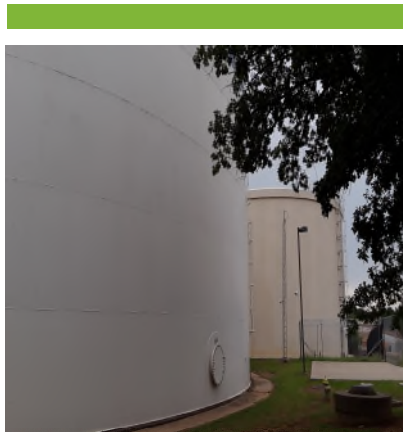
316 Water Quality Sample Tests



REGIONAL WATER DISTRICT
Subscription usage
Water – 70% annually
Sewer – 80% annually



Flushed dead end lines 470 times



6 Water Storage Tanks Maintained



7,220 Water Accounts



5,150 Transponders Replaced

9,670 work orders- 95% resolved¹¹¹ within 5 days

Public Works Challenges

- Employee retention
 - 35% of Public Works Employees have been here 2 years or less
- Attracting experienced and qualified new hires
 - Vacant positions advertised and posted with no qualified applicants
- Funding for asset management/ capital improvement program
 - Street repair - 50% of Corinth streets will need to be replaced within 20 years
 - Water/ Sewer – 50 year life average on PVC. Over 70% into life in many areas



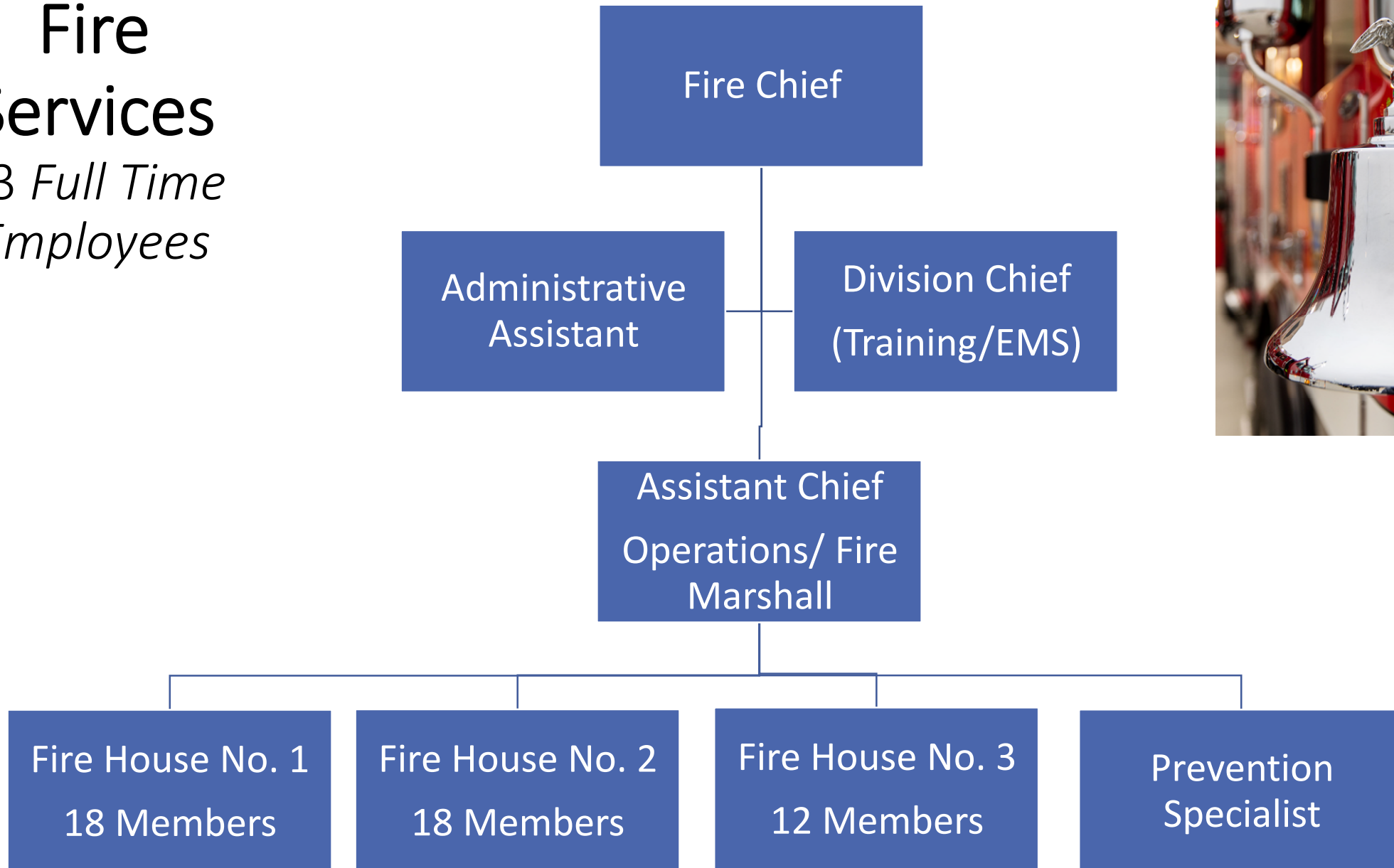
Fire Services

Michael Ross, Fire Chief

The Fire Department is a recognized leader in the development and delivery of professional and innovative emergency and life-safety services. We'll be there – Ready to respond, compassionate in our care, and safe in our work.

Fire Services

53 Full Time Employees





Lake Cities Fire Department Accomplishments

- Updated Response Plans with Denton County
- Received ISO 2 Rating
- Moved into new PSF and Opened Firehouse No. 3
- Received SAFER Grant for 9 positions and promotions for company officers
- Conducted a comprehensive analysis of the Fire/EMS services through the Center for Public Safety Management
- Restructured Command Staff
- High School Fire Academy began its third class

Department Duties and Responsibilities

1

All hazards response to the Lake Cities area including fire suppression, emergency medical services, hazardous materials and specialty technical rescue.

2

Specialty Technical Rescue response to Denton County and the surrounding area. This is a cooperative effort with Coppell and Little Elm Fire Departments

3

Provide support to neighboring departments, Texas, and the Country through Auto/Mutual aid agreements and TIFMAS.

4

Support Emergency Management and Disaster Planning.

5

Fire prevention through fire code adoption and enforcement, fire inspections and education.

6

Public Education for the public schools (two districts), charter school, and childcare centers in the Lake Cities area.



LCFD in the Community



Fire & Life Safety Education

- Reached approx. 8000 children, pre-K to 3rd grade + 5th grade.
- Included LDISD, Charter School, and Daycare Facilities
- High School Fire Academy
- Citizens Emergency Management Academy



Commercial Occupancy Inspections

- Inspected 575 businesses
- 69 reinspections due to violations.
- 83 Finals, CO's and Alarm Inspections.



Community Support

- 363 public education, public appearances, ride outs, and station tours.

LCFD 2018 Call Volume by Incident Types

Provided Service to Corinth, Lake Dallas, Hickory Creek and Shady Shores



Calls that required action on scene



Response time within 8 minutes



Response time within 4 minutes

3,310 Total Calls for Service

1	EMS	1,676	2	Service Calls	446	3	Good Intent	400
	Rescue	361		False Alarms	217			
	Fire	90		Hazard Condition	120			

Call Volume Trends

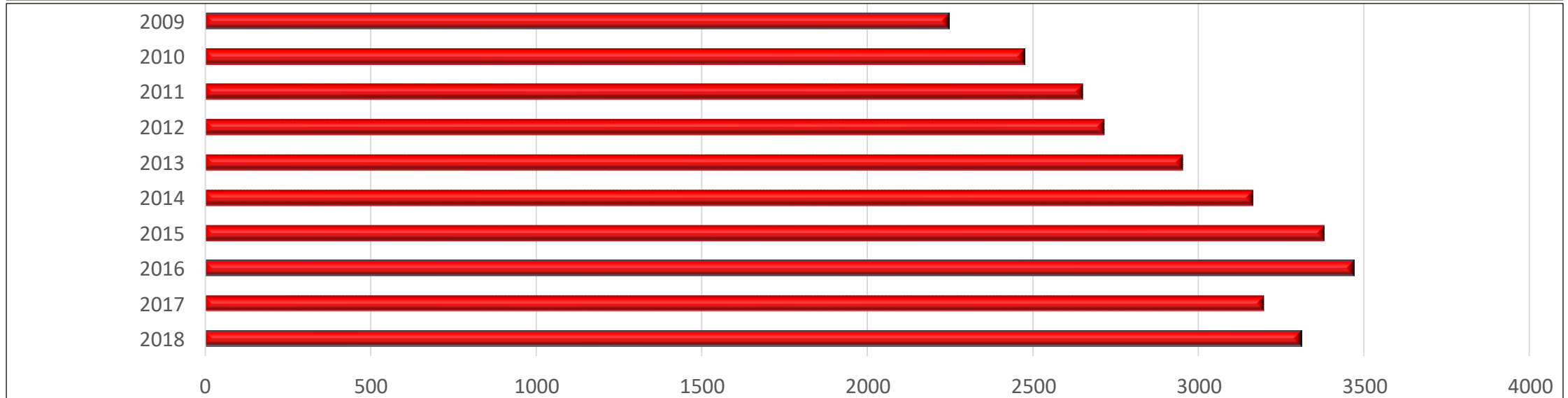
47.4% ↑

INCIDENT GROWTH SINCE 2009

11.4% ↑

INCIDENT GROWTH FROM 2013-2018

CALL VOLUME TREND



Average Incidents per Day - 2009

6.15 per day

Average Incidents per day - 2017

8.75 per day

Average Incidents Per Day-2018

9.06 per day



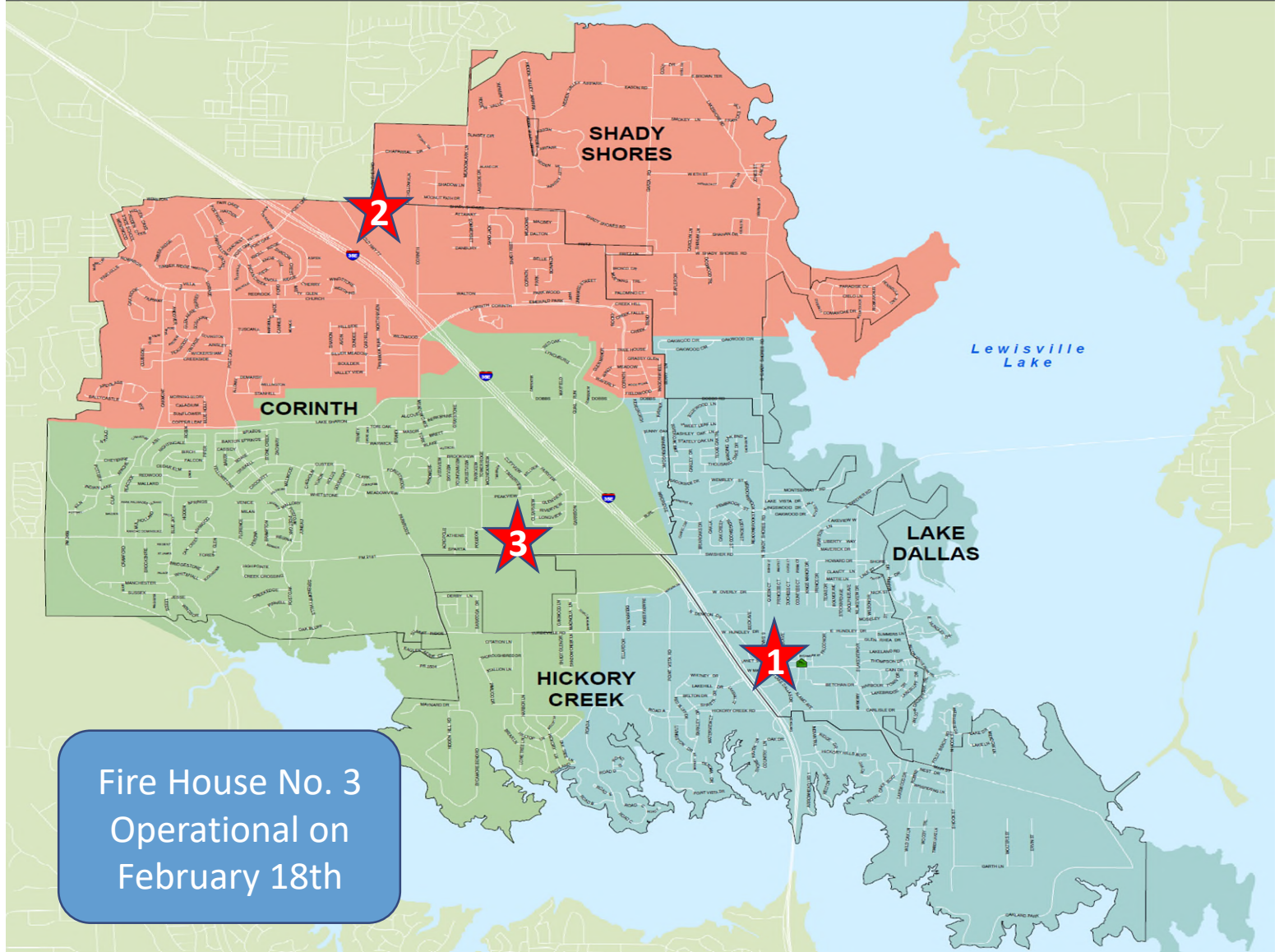
Fire House No. 1
275 Main Street, Lake Dallas



Fire House No. 2
2700 W. Shady Shores, Corinth



Fire House No. 3
3750 Clif Oaks, Corinth



Fire House No. 3
Operational on
February 18th

Emergency Management

Provide emergency response planning, training, and Emergency Operations Center to Lake Cities Area and serve as liaison to FEMA and other related agencies.

- Activate and Maintain 9 outdoor siren systems for the Lake Cities Area:

- 300 East Hundley, Lake Dallas
- 700 North Shady Shores Road, Lake Dallas
- Intersection of S. Hooks and Lakewood, Hickory Creek
- Intersection of Oak Tree and Strait, Hickory Creek
- 3101 South Garrison, Corinth
- 3200 Post Oak, Corinth
- 1701 Ford Street, Corinth
- Shady Shores Road, Corinth
- 101 Shady Shores Road, Shady Shores



Fire Challenges

- Response Times
 - Opening of 3's will improve response times to the west as well as keeping 1's and 2's in the house more.
- Fire Agreement renewal with Lake Cities
 - Open communication and transparency
- Fire Apparatus Operations and Maintenance
- Succession Planning
 - Establishing a program to better prepare our staff for command and company officer roles.



Police Services

Jerry Garner, Police Chief

Our mission is to improve and preserve the quality of life in our community by providing protection and exceptional customer service with honor, integrity, and pride.



Our Vision:

A police department and community working in partnership for a safer, better Corinth and Shady Shores.

Our Mission:

Improve and preserve the quality of life in our community by providing protection and exceptional customer service with honor, integrity, and pride.



Our Values:

- **Honor**-We realize that we are privileged to work in a vital cause and we pledge to bring only positive recognition to ourselves and our Department.
- **Integrity**-We recognize that an earned reputation for integrity--for doing the right thing-- is a police officer's most precious possession.
- **Pride**-We are proud of our organization, our profession, and the community we serve.
- **Service**-We will do our best to provide prompt, effective, and courteous service to our citizen-customers.

Our Goals:

- Work Safely
- Find a way to help (exceptional customer service)
- Do the right thing, on-duty and off

Staffing

Command Level: 4

Sergeants: 6

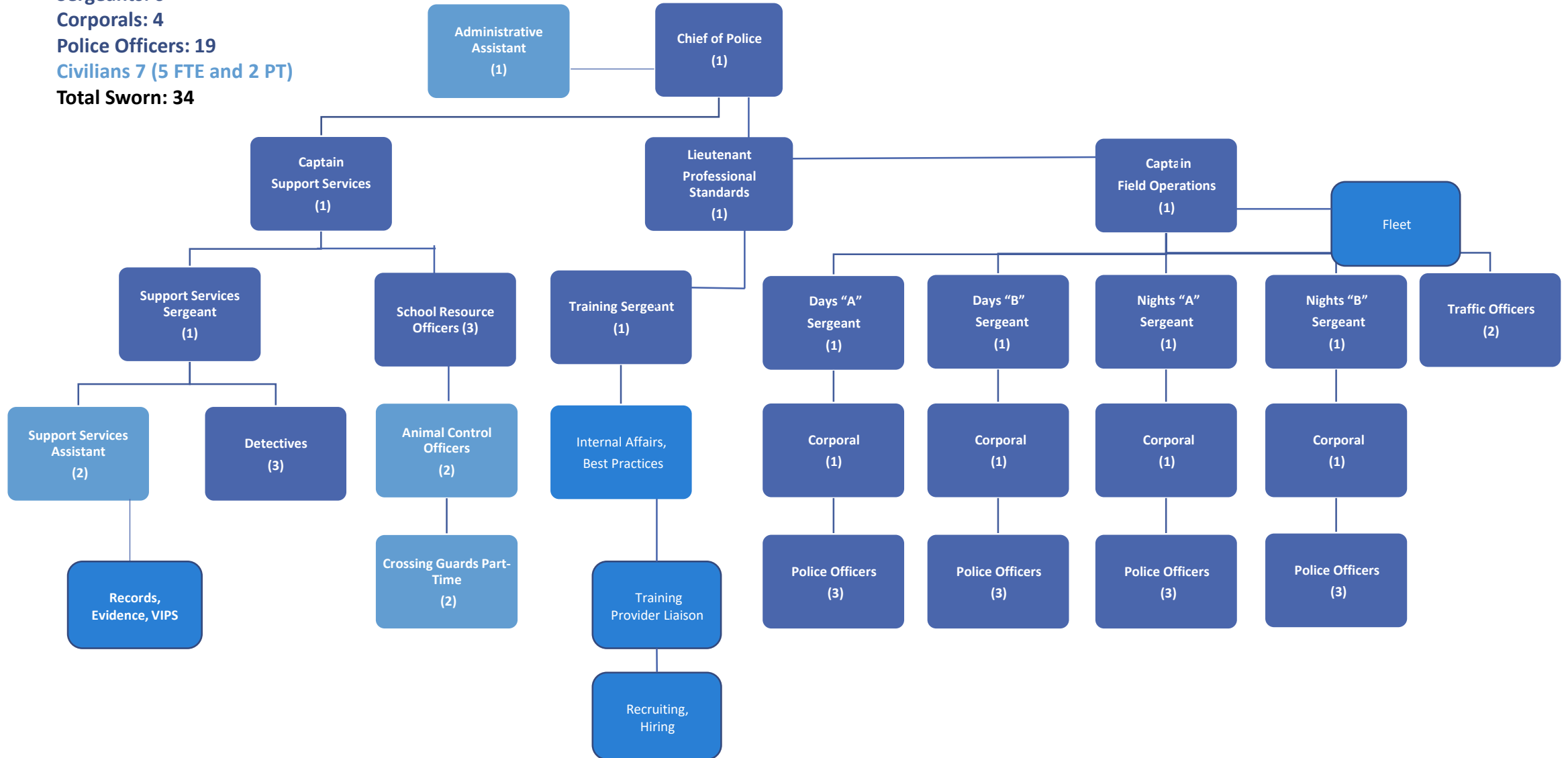
Corporals: 4

Police Officers: 19

Civilians 7 (5 FTE and 2 PT)

Total Sworn: 34

Corinth PD Organizational Chart 2019



Community Policing Operations-2018

National Night Out

14 parties attended
(largest NNO event to date!)



Directed Patrols

11,894



House Watches

8751

School Resource Officers

3 Dedicated Officers

CSI Youth Camp

25 Students

Patrol Division Operations-2018



CALLS FOR SERVICE

Answered 8,900 calls



TRAFFIC CITATIONS

Issued 6,600 Citations.



WARNING CITATIONS

Issued 4,374 citations



PARK & WALKS/ DIRECTED PATROLS

Conducted 16,500 Patrols



AVERAGE RESPONSE

7.0 minutes on Priority Calls



VEHICLE ACCIDENTS

Investigated 450 Accidents



TRAFFIC COMPLAINTS

Investigated 704 Complaints



RECKLESS DRIVER COMPLAINTS

Investigated 283 Complaints



VACATION WATCHES

Conducted 8,751 Watches

Criminal Investigations Operations-2018



**CLEARED 70
CRIMINAL CASES**



**RECOVERED \$46,500
IN STOLEN PROPERTY**



**INVESTIGATED 700
CRIMINAL CASES**



**FILED 451
CRIMINAL CASES**

Animal Services Operations-2018

ANIMAL SHELTER

Sheltered 112 Animals

CITATIONS

Issued 60 citations

CALLS FOR SERVICE

Answered 820 Calls



PET REGISTRATIONS

Conducted 146 Pet Registrations

ANIMAL BITES

Responded to 47 Bite Calls

QUARANTINES

Quarantined 14 Animals

Volunteers in Police Service-2018

TOTAL HOURS

2,332 Hours Volunteered

SPECIAL PATROLS

972 patrols



VACATION WATCHES

Conducted 1,193 vacation watches

The Corinth P.D. Volunteers In Police Service (VIPS) program started in 2012. Volunteers receive formal training on tasks involving Vacation House Watch, Abandoned Vehicle Notification, Special Patrols and clerical duties. We currently have approximately 10 active volunteers.



Call Volume Trends

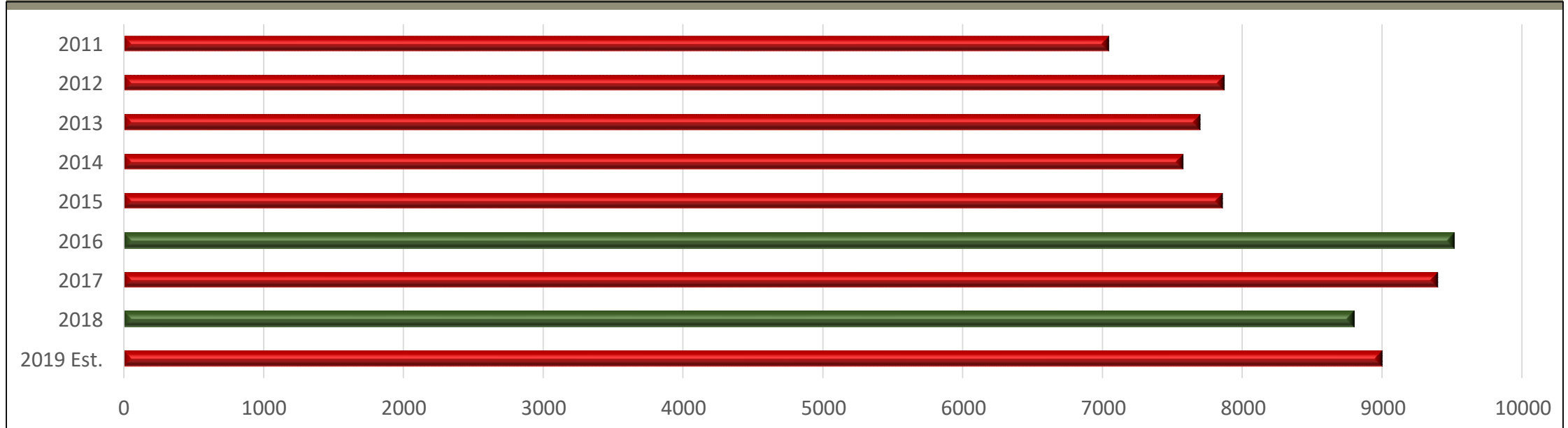
20.62% ↑

INCIDENT GROWTH SINCE 2011

12.18% ↑

INCIDENT GROWTH FROM 2014-2018

CALL VOLUME TREND



Average Incidents per Day - 2011

19.30 per day

Average Incidents per day - 2015

21.53 per day

Average Incidents Per Day - 2019 Estimate

24.10 per day

U.C.R. Stats 2014-2018

Classification of Offense	2014	2015	2016	2017	2018
Murder	0	0	0	1	0
Rape	3	2	3	1	2
Robbery	2	3	1	4	2
Assault	109	111	125	123	96
Burglary	40	31	32	33	32
Theft	140	165	154	218	160
Motor Vehicle Theft	14	21	11	21	13
<i>Grand Total</i>	<i>308</i>	<i>333</i>	<i>326</i>	<i>401</i>	<i>305</i>

2019 Challenges

- Intense competition for exceptional police officer applicants.
- Expected increase in calls for police service.
- Anticipated increase in vehicular traffic volume.
- Increased financial cost of “doing business”
- Need for additional resources in dealing with the mentally ill.
- Bolstering quality/quantity of training while working under strength.



WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: Strategic Plan Update
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement &
Proactive Government
Organizational Development

AGENDA ITEM

Receive a report, hold a discussion, and provide staff direction on the Strategic Plan - Corinth 2030.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth adopted a strategic plan - Imagine COrinth 2030 and established goals to achieve the vision based on community input and future trends. The Plan outlined goals and objectives to achieve the vision of the city council and the residents. It also addresses the future trends and existing constraints that the City will need to manage, as well as the assets and opportunities that can help achieve the vision. The City focused on three key strategies: Land Development, Infrastructure Development and Economic Development and identified three goals as high importance for the City:

- Goal 1: Attracting quality residential and non-residential development.
- Goal 2: Citizen engagement and proactive government.
- Goal 3: Regional Cooperation

While all identified strategies and actions are important to implement for the city to achieve its vision of becoming a community that is conveniently located, delivers outstanding services, engages its residents, and provides a good mix of high quality retail, restaurant and entertainment by the year 2030, it is important to follow the recommended sequence of actions to ensure that the City's tax dollars and resources are used efficiently and provide the highest return on investment possible. The plan covers the first five-years through 2024 as a City's Strategic Plan should be evaluated every five years to make sure it is still relevant to the new realities and annually to ensure progress is being made towards completing the action items.

RECOMMENDATION

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019

Title: June 6, 2019 Workshop Session

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on the minutes from the June 6, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the June 6, 2019 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the June 6, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 6th day of June 2019 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 6:15 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Mayor Heidemann
Sam Burke, Mayor Pro-Tem
Kelly Pickens, Council Member
Tina Henderson, Council Member
Lowell Johnson, Council Member

Members Absent:

Scott Garber, Council Member

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Patricia Adams, Messer, Rockefeller, & Fort
Melissa Cranford, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
George Marshall, City Engineer
Jason Alexander, Economic Development Corporation Director
Shea Rodgers, Technology Services Manager
Cleve Joiner, Building Official

CALL TO ORDER:

Mayor Heidemann called the meeting to order at 6:15 p.m. At this time we'll be going over item number 2 on the workshop session.

WORKSHOP BUSINESS AGENDA:

1. Interview Michelle McNally for membership on Keep Corinth Beautiful (KCB).

The Mayor and Council interviewed Michelle McNally.

2. Hold a discussion on Amending Building Permit Fees.

Bob Hart – City Manager - I'm going to have Cleve to go through this and this is dealing with the building permit fees from the legislative sessions.

Cleve Joiner – Building Official - in this last session, they were working on passing a bill that would limit what cities could do as far as evaluation use on building permits, basically eliminating, saying you can't ask for evaluation, you can't ask for proof of cost of the construction and for the majority of the cities in Texas, everything was based on International Code Council's evaluation sheet that they print out periodically on the types of construction and the types of use per square foot. That gave us the valuation and then there was a calculation for that that they produce as well

to come up with the building permit fee. So the real issue is that we all knew it was coming, the good news is we've been working on fee schedules just in case this happened and we've also been working on city-wide fee schedules. This became effective immediately by a majority vote which was the 21st of this month. We were kind of ahead of the game and we've been corresponding with the surrounding cities and also with Denton on what we're doing here in the interim. So this is basically the meeting matter that Governor Abbot signed on the 21st, can't use valuation. Now this was primarily for residential, residential homeowners but in our fee schedule ordinance and with our computer program and everything else involved, we decided to just go ahead and let's move forward with going commercial as well because I'm sure that will be next.

Prior to May 21st, we had the international code updates and our permits were based on that and we had some flat fee rates. So, part of this is that there is an unauthorized occupational tax, where you can only charge or collect revenues that are going to balance with what it costs you to do business, so the very first part of our determining how to fix the valuation fees was to look at what it cost the building department in a total for their budget to get out there and do inspections, do plan reviews, pay employees to do those inspections.

We took that total against what we've generated in revenues over the last three years and compared that to our rates and then we came up with an average with a base rate per square foot. State Law says we can't take in more money with fees than what it costs to do business so we're trying to keep that balance. So now it's based on comparable square foot fees, comparable to what we had before, as far as what we were bringing in revenue and what it costs us to do business. The last couple of years, have been very good to us as far as building permits, so we're actually riding at about 80-85% revenues generated versus doing cost of business. The prior years, we were probably losing and that's not uncommon for most cities in that particular agreement, so we're trying to get as close as we can to being equal with the revenues.

Bill Heidemann – Mayor - so this is already in effect?

Bob Hart – City Manager - State laws in effect

Cleve Joiner – Building Official - yes, state law is in effect. We can't change our fees until the council votes on it and the secondary part of that is there's just some cities not issuing building permits at this time. I felt that was bad business for us because we'd have a lot of people who weren't getting things done or they were doing them without permits so I think it's better to move on it quickly.

Bill Heidemann – Mayor - I really appreciate your proactive approach to this and getting out in front of it and I presume if some things will change down the road, that we'll be able to make adjustments accordingly.

Cleve Joiner – Building Official - That's a great question, we're working on all the other fees city-wide, staff is because the fees have not been changed for a long time. If you can imagine, there's a fee for a VHS tape. I don't know if you can even buy those anymore. So we're trying to bring that up to speed but also, once this is done, I'll go back and rework the analysis and see if there's anything we need to tweak.

Mayor Heidemann - Okay, then you'll bring that back to us for approval

Cleve Joiner – Building Official - yes sir

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.**

There was no discussion of items on the Regular Session agenda.

Mayor Heidemann recessed the Workshop Session at 6:21 p.m. *See Closed Session.

CLOSED SESSION

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

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

Council met in Closed Session from 6:21 p.m. until 6:30 p.m.

- A. MCM Contract for Lake Sharon Roadway Extension**
- B. Todd Anthony Foust v. City of Corinth and the Lake Cities Fire Department, Cause No. 18-885-431, 431st Judicial District, Denton County, TX**

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. 3101 Garrison Road**
- B. 2003 Corinth Parkway**

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 Daylight**

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.

There was no action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:31 p.m.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019

Title: June 6, 2019 Regular Session

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the June 6, 2019 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the June 6, 2019 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the June 6, 2019 Regular Session minutes.

Attachments

Minutes

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

On this the 6th day of June 2019 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro-Tem
Lowell Johnson, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Members Absent:

Scott Garber, Council Member

Staff Members Present

Bob Hart, City Manager
Shea Rodgers, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
George Marshall, City Engineer
Cody Collier, Public Works Director
Lee Ann Bunselmeyer, Director of Finance, Communication & Strategic Services
Jason Alexander, Economic Development Corporation Director
Cleve Joiner, Building Official
Patricia Adams, Messer, Rockefeller, & Fort
Kim Pence, City Secretary

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

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

Mayor Heidemann called the meeting to order at 7:00 p.m., City Manager, Bob Hart delivered the invocation and led in the Pledge of Allegiance.

CONSENT AGENDA:

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

1. Consider and act on minutes from the May 9, 2019 Workshop Session.
2. Consider and act on the minutes from the May 9, 2019 Regular Session.
3. Consider and act on minutes from the May 14, 2019 Special Session.
4. Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System with Denton County

5. Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services for the 2019-2020 Fiscal Year with the Denton County Sheriff's Office.

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

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

MOTION CARRIED

CITIZEN'S COMMENTS:

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

No one spoke

BUSINESS AGENDA:

6. Consider approval of entering into an agreement with Lake Cities Municipal Utility Authority (LCMUA) for wastewater service at the southern end of Parkridge Drive and authorize the City Manager to execute any necessary documents.

George Marshall, City Engineer - For the last 18 months City Staff and LCMUA Staff have worked together to analyze if it would be feasible to send the wastewater from the City of Corinth's basin to the LCMUA lift station south along Parkridge rather than constructing a new lift station.

LCMUA Board approved this agreement on 5/20/19.

The City of Corinth hired Kimley Horn in early 2018 to evaluate the cost and feasibility of sending Corinth wastewater to the LCMUA lift station. Kimley Horn assisted the City in 2017 in developing the new water and wastewater impact fees. That fee study included a future project to construct a 0.5 MGD lift station for approximately \$2,200,000. The proposed plan with LCMUA is a phased alternative to this earlier plan. It is important to note that the costs provided within the agreement are only estimates. Over time, staff will bring forward to council actual values for design and construction.

Interim Phase I System Improvements will require a sewer line to be constructed in Corinth (staff anticipates this portion to be part of a future developer's responsibility for the Culbertson Property) along with an additional sewer line to be constructed, by LCMUA, from the Corinth City limit to the existing gravity sewer.

This second sewer line will be approximately 800 LF and would include a metering station. LCMUA would bill Corinth for this cost directly via escrow. LCMUA would provide engineering fees for approval and then after bidding would provide us with the final construction costs. Additionally, LCMUA will need to make improvements at their lift station. These improvements will provide Corinth with approximately 60 GPM total capacity.

Interim Phase II System Improvements include replacing the pumps at the lift station which would provide an additional 150 GPM of capacity. The agency that needs this capacity first, will pay for this \$100,000 estimated investment. In total this improvement would provide the City with 210 GPM of capacity.

The Ultimate System Improvements would support a capacity of 450 GPM for the City of Corinth and a total flow of 1,340 GPM when combined with LCMUA. The ultimate system will require improvements to LCMUA's Lift Station as well as Corinth's Westside lift station.

These improvements would include routing LCMUA's force main into Corinth's force main along FM 2818 as well as a pump replacement to handle the resulting increased head pressure. The necessary improvements to LCMUA's lift station will be shared between both agencies based on flow rates (Corinth 450 GPM/LCMUA 890 GPM, ~ 33.5% Corinth/66.5% LCMUA).

Additional gravity improvements will be necessary to increase gravity capacity to LCMUA's lift station will be 100% Corinth cost.

Additionally, there is a potential for subdivision improvements around the LCMUA's lift station. The attached agreement includes provisions to provide necessary improvements around the lift station to avoid future increased impact and cost to the city.

Breakdown of Costs				
	Phase	Corinth	LCMUA	Total
1	Interim: 1A	\$1,300,000		\$1,300,000
2	LCMUA Ph 1	\$420,000	\$65,000	\$485,000
3	Ultimate: Westside Lift station	\$167,910.45	\$332,089.55	\$500,000
4	LCMUA Ph 2	\$760,000		\$760,000
5	LCMUA LS#21	\$503,731.34	\$996,268.66	\$1,500,000
6				
7	Total:	\$3,251,641.79	\$1,393,358.21	\$4,645,000
8	Interim (60 GPM)*	\$1,720,000	\$65,000	\$1,785,000
9	Interim + (60+150 GPM)*	\$1,820,000	\$65,000	\$1,885,000
10	Ultimate (450 GPM)*	\$1,431,741.79	\$1,328,358.21	\$2,760,000

Initially when comparing the cost of building a lift station or to connect to LCMUA it appears that the City cost would be \$3,251,641.79, however the first item on line 1 (\$1,300,000) is the cost to carry a gravity line from FM 2181 along to the southern City limit. This is normally considered a developer cost unless the size is necessary to be larger than 12" in diameter. The necessary size will not be larger than 12" in diameter. Thus, the cost for tying into the LCMUA system is \$1,951,641.79.

Councilmember Burke - you eliminated the developers cost because you think that cost will ultimately be recovered, is that right?

George Marshall, City Engineer - We can talk about all kinds of different cost share options as a developer comes through. I eliminated it because to me it was apples and oranges and so I took that number out so it wasn't apple to oranges, this is the lift station costs not the gravity to the lift station.

Mayor Heidemann - where are the funds to do this come from?

George Marshall, City Engineer - the next agenda item we will be asking for 75,000 for the design and that would come from Wastewater impact fees and I believe we have \$800,000 currently however there is a certain amount that is already allocated to another project.

The Planning and Development Department recommend approval to enter into this mutually beneficial agreement with LCMUA, pending final legal review. Further council action will be required as final costs are developed.

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

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

MOTION CARRIED

7. Consider concurrence/approval with the proposed agreement between LCMUA and Belcheff & Associates, Inc. (BAI) for the design of the Sycamore Bend Sewer gravity collection line as outlined in the attached and outlined in the Interlocal Agreement for wastewater services along Parkridge Drive, in the amount of \$66,500 for Design, bidding and Construction Administration and allow for a budget of an additional \$8500 for survey for a total amount of \$75,000 and authorizing the City manager to sign any necessary documents.

George Marshall, City Engineer - per the prior agenda item, Interlocal Agreement with LCMUA for wastewater service along Parkridge Drive, this authorization to spend \$75,000 to design the initial phase of the wastewater system. This would be the initial step in moving forward with this Interlocal agreement.

City Staff concur with LCMUA in contracting with BAI for the design of this improvement. Per the agreement, the City will place the funds in an escrow account and LCMUA will invoice the City as the design moves forward. This interim phase will provide 60 GPM and also provide the design plans for the Interim additional capacity of 150 GPM for a total capacity for Corinth of 210 GPM.

After LCMUA bids the project, staff will present construction costs for Council approval.

Councilmember Pickens - this will handle future development.

George Marshall, City Engineer - it will handle a good portion of that development.

Councilmember Pickens - when you estimate what the build out will be in those areas that will serve half of that?

George Marshall, City Engineer - almost half. Remember one of the properties is Acme Brick, and that will be a long time down the road.

Councilmember Henderson - so you said the \$75,000 is included in the \$1,951,641.79 or is this separate from that?

George Marshall, City Engineer - yes, it is included in the \$420,000. The numbers are construction and design it is not just construction cost.

The Planning and Development Department recommend approval/concurrence with the contract between BAI and LCMUA and authorizing \$75,000 for this project.

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

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

MOTION CARRIED

8. Receive an overview and demonstration of the City's new website.

Lee Ann Bunselmeyer, Director of Finance, Communication & Strategic Services - we hope to launched the newly redesigned website on Monday, June 10, 2019. There are some things that are still in progress and so we may have to push it back a day or two. We started the website in January 2019. We did a citizens survey and came up with a lot of ideas from the residents as far as what they wanted to see on the website.

For more than six months the website committee has worked on the design, content migration, and functionality. The updated site reflects the City's commitment to improving quality of service and communication to our residents with new and improved features.

The City and the Economic Development Corporation has very different customer sets that are wanting to come in and see information. With this new website, we developed basically two sites to meet the needs and put our best foot forward when we look at development.

Lee Ann Bunselmeyer went through the various pages of the website.

Councilmember Pickens - who is going to update all the information? There is so much on here and that is a big job.

Lee Ann Bunselmeyer, Director of Finance, Communication & Strategic Services - we have 14 individuals that we classified as the web masters for the different departments and we have Emily Beck is our Communications and Marketing Coordinator that we hired a few weeks ago and she will meet with each department twice a year to review every one of their pages to make sure the information is current and that we are keeping it updated.

We have a news release that we will send out once the website is up and once a week we will start pushing out on social media reminders saying "hey did you know this is on the website" and highlight all the areas that we are pushing the information out from.

No Motion necessary

9. Consider and act upon an Ordinance amending the City's Code of Ordinances, to repeal Section 150.31: Fees, of Chapter 150: Building Regulations, of Title XV: Land Usage, and adopting a new Title XVI: Fee Schedule, setting forth various fees for building permits and inspections; and providing an effective date.

Cleve Joiner, Building Official - HB 852, signed by Governor Abbot on May 21 prohibits cities from using the valuation of the work being performed as the basis for deriving permitting fees. Corinth, like most cities

in Texas, has permit fees which utilize valuation to calculate the fee for a building permit. Staff is proposing an amendment to the City's fee schedule that would calculate permitting fees on a square footage basis.

Additionally, this amendment to the Code of Ordinances will begin the process to collate all of the City's fees into a single, easy to access location.

Mayor Heidemann - are the fees going to be published?

Cleve Joiner, Building Official - yes.

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

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

MOTION CARRIED

10. Consider authorizing the City Manager to enter into an Interlocal Agreement (ILA) with the Denton County Transportation Authority (DCTA) to conduct a transit stop concept and cost estimate for the City of Corinth.

Helen -Eve Liebman, Planning and Development Director - A significant component in the preparation of the TIRZ is identifying the feasibility and location of a rail stop. Such an analysis is within the purview of DCTA. Therefore, staff proposes to engage the engineering firm of Lockwood, Andrews, and Newman, Inc (LAN) through an ILA with DCTA. The study will identify potential locations within Corinth, project the ridership, and provide a preliminary budgetary cost estimate for a stop. If the preliminary numbers indicate the feasibility of a stop, the city will need to conduct phase 2 of the study and initiate discussions with DCTA for securing a stop.

Phase I includes station location and station concept, infrastructure modifications and operational analysis. Phase II is full project implementation and rough order of magnitude for the station facility, track corridor and systems, impact to operating expenses and A-train enhancements.

Phase I subtotal is \$85,760.04 and Phase II subtotal is \$58,776.00 for a total of \$136,388.64.

Staff is recommending approval of the agreement and authorization for the City Manager to sign and execute the agreement.

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

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

MOTION CARRIED

11. Consider and act on an agreement with ICHOOSR, LLC Texas Power Switch Program.

Bob Hart, City Manager - the proposed program will provide residents an opportunity to register and participate in the ICHOOSR program wherein the company will arrange a competitive bidding process of

retail energy suppliers to procure competitive electricity rates for participating residents. This is an alternative to the Power to Choose program and is entirely voluntary and offered at no cost to the resident or city.

Following are results from four cities that are currently participating in the program and resident savings:

FARMERS BRANCH OVERALL FIGURES

Targeted households	10588	
Registered households	875	
% Reached households	8.3%	
Accepted offer	312	
% Accepted offer	36%	
Savings that stay in local economy	\$	155,064.00

FATE OVERALL FIGURES

Targeted households	2963	
Registered households	279	
% Reached households	9.4%	
Accepted offer	86	
% Accepted offer	31%	
Savings that stay in local economy	\$	46,784.00

LAKE DALLAS OVERALL FIGURES

Targeted households	3244	
Registered households	200	
% Reached households	6.2%	
Accepted offer	57	
% Accepted offer	29%	
Savings that stay in local economy	\$	30,837.00

RICHLAND HILLS OVERALL FIGURES

Targeted households	3470	
Registered households	161	
% Reached households	4.6%	
Accepted offer	38	
% Accepted offer	24%	

Savings that stay in local economy \$ 18,658.00

Councilmember Henderson - do they shop all providers and compare apples to apples?

Bob Hart, City Manager - they will put out a bid to all the electric providers and assuming the providers bid, then you will get to see that as an option. They look at both energy cost, the transmission cost and the local distribution cost so you do see an apples to apples approach.

MOTION made by Councilmember Johnson to approve the agreement with ICHOOSR, LLC Texas Power Switch Program as presented. Seconded by Councilmember Burke.

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

MOTION CARRIED

12. Consider and act on appointment to the Keep Corinth Beautiful Commission.

Bob Hart, City Manager - we have one vacancy on the Keep Corinth Beautiful Commission. We did receive an application from Michelle McNally and you had an opportunity to interview with her earlier this evening.

MOTION made to appoint Michelle McNally to the Keep Corinth Beautiful Commission. Seconded by Councilmember Pickens.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

No discussion.

Mayor Heidmann recessed the Regular Session at 8:05 p.m. *See Closed Session.

CLOSED SESSION

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. **Closed Session may happen at any time during the Workshop Session and before the start of a City Council Regular Session.**

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

- A. MCM Contract for Lake Sharon Roadway Extension**
- B. Todd Anthony Foust v. City of Corinth and the Lake Cities Fire Department, Cause No.18-8885-431, 431st Judicial District, Denton County, Texas.**

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 government body in negotiations with a third person

Council met in Closed Session from 8:05 p.m. until 8:23 p.m.

- A. 3101 Garrison Road**
- B. 2003 Corinth Parkway**

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

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

Council met in Closed Session from 8:05 p.m. until 8:23 p.m.

- A. Project Daylight**

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

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

Mayor Heidemann reconvened the Regular Session at 8:25 p.m.

13. Consider and act on the Termination and Settlement Agreement for Paving, Drainage and Water Improvements for Lake Sharon Drive, by and between the City, Magnum Construction Management, LLC f/k/a Munilla Construction Management, LLC, and Berkshire, Hathaway Specialty Insurance Company; and authorizing the Mayor or his designee to execute necessary documents.

MOTION made by Councilmember Burke to move to authorize the conveyance of the property located at 3101 Garrison Road, more commonly identified as the old fire administration building and the property located at 2003 Corinth Parkway, more commonly known as the old police building to

the Corinth EDC as discussed in closed session. Seconded by Councilmember Henderson.

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

MOTION CARRIED

14. Consider and act on the Tender Agreement for Completion of the Lake Sharon Drive Project, by and between the City, Berkshire Hathaway Specialty Insurance Company, and Wildstone Construction, LLC; and authorizing the Mayor or his designee to execute necessary documents.

MOTION made by Councilmember Burke to move to authorize the City Manager to execute documents for Project Daylight as discussed in Closed Session. Seconded by Councilmember Johnson.

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

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:45 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: Chapter 380 Economic Development Incentive Agreement
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
Finance Review: Yes **Legal Review:** N/A
City Manager Review:
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on a Resolution approving a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas and M&P Building, Inc., that provides incentives for the construction and operation of a retail center in the City.

AGENDA ITEM SUMMARY/BACKGROUND

The principals of M&P Building, Inc. (the "**Developer**") informed staff that financial and other development incentives from the City would induce it to construct and to operate, maintain and manage an approximately 5,400 square foot retail center in Corinth. The Developer proposes to construct and operate such retail center along the Interstate Highway 35E Frontage Road between Christian Brothers Automotive and Independent Bank. The Developer is requesting the following inducements from the City pursuant to a Chapter 380 Economic Development Incentive Agreement (the "**Agreement**"):

- A reimbursement in an amount not to exceed \$11,800.00 for the installation of a fire hydrant on the site that will serve the retail center and Christian Brothers.
- Access to real property to be acquired by the City for use of public access and fire lane purposes (the "**Minimum Access Easement and Fire Lane**" in the Agreement).

As consideration for such inducements, the Developer agrees to:

- Pay the City approximately \$50,000.00 for acquisition of the Minimum Access Easement and a street impact fee.
- Commence construction of the retail center on or before September 15, 2019 and complete construction on or before December 31, 2019.
- Ensure that as of January 1, 2020, the minimum assessed value of the retail center as determined by the Denton County Appraisal District is at least \$1,000,000.00.
- Ensure that the retail center is operated, maintained and managed in accordance with all applicable ordinances and regulations.

The presence of retail center would inject needed sales and use tax revenues as well as property tax revenues into the City's funds, while providing convenient access for businesses, residents and others to daily needs and services.

If the Agreement is approved, the term would commence on July 18, 2019 and terminate on July 18, 2020, unless otherwise terminated in accordance with the terms therein.

RECOMMENDATION

If this Agreement is approved, it will advance the City's interests by increasing sales and use tax and property tax revenues to deliver services to residents, businesses and visitors alike; enhancing the image of the community; and improving access and the flow of traffic within and around the site. Staff recommends approval of the Agreement.

Fiscal Impact

Source of Funding: The City

FINANCIAL SUMMARY:

The City will provide the source of funding to reimburse the Developer for the installation of the fire hydrant and the acquisition of the Minimum Access Easement and Fire Lane.

Attachments

Chapter 380 Economic Development Agreement

RESOLUTION NO. 19 – 07 – 18 – 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF CORINTH, TEXAS AND M&P BUILDING, INC. PROVIDING FOR INCENTIVES FOR THE CONSTRUCTION AND OPERATION OF A RETAIL CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Chapter 380 Economic Development Incentive Agreement attached hereto as Exhibit “A” is hereby approved (the “**AGREEMENT**”).

PART 2. The City Manager is authorized to execute the Agreement on behalf of the City.

PART 3. This Resolution shall be in full force and effect from and after its passage.

ADOPTED on the **18TH** day of **JULY, 2019**.



Bill Heidemann
Mayor

ATTEST:



Kimberly Pence
City Secretary

APPROVED AS TO FORM:



City Attorney

1 **EXHIBIT “A”**

2 **CHAPTER 380**

3 **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

4 As of the 18TH day of **JULY, 2019** (the “**EFFECTIVE DATE**”), this Chapter 380 Economic
5 Development Incentive Agreement (the “**AGREEMENT**”) is entered into between the City of Corinth,
6 Texas (the “**CITY**”), a Texas home rule municipal corporation, and M&P Building, Inc., a corporation
7 organized in the State of Texas and the legal owner of the property described in Exhibit “A.1.” (the
8 “**DEVELOPER**”). The City and the Developer may also be referred to collectively as the “**PARTIES**”,
9 or individually, as a “**PARTY**”. Capitalized terms not otherwise defined have the meaning given them in
10 Article II.

11 **ARTICLE I.**

12 **RECITALS**

13 **PARAGRAPH 1.01.** The City seeks to attract and retain a diverse range of businesses necessary
14 for economic stability and growth.

15 **PARAGRAPH 1.02.** The Developer has informed the City that financial and other development
16 incentives from the City would cause the Developer to build and lease an approximately 5,400 square foot
17 retail center that will benefit the City by creating new jobs and generating revenues for the City from sales
18 and use taxes and from ad valorem taxes due to the increased value resulting from the improvements to real
19 property.

20 **PARAGRAPH 1.03.** The City is authorized under Chapter 380 of the Texas Local Government
21 Code to offer certain economic development incentives for public purposes, including the promotion of
22 local economic development and the stimulation of business and commercial activity in the City.

23 **PARAGRAPH 1.04.** The City has determined that providing economic development incentives
24 to the Developer to execute the Project (as further defined in Article II) will promote local economic
25 development and stimulate business and commercial activity in the City.

26 **PARAGRAPH 1.05.** For the reasons stated in these Recitals and in consideration of the mutual
27 benefits to and the promises of the Parties set forth herein, the Parties are entering into this Agreement and
28 agree to the terms and conditions set forth in this Agreement.

29
30 **ARTICLE II.**

31 **DEFINITIONS**

32
33 **PARAGRAPH 2.01.** “**PROJECT**” means the addition of Real Property Improvements (defined
34 this Article) and personal property and the creation of jobs.

69 costs and expenses associated with the construction of the Real Property Improvements, including without
70 limitation, the building permit fees, inspection fees, plan review fees, roadway impact fees, tap and meter
71 set fees, water impact fees, wastewater fees(collectively, the “**DEVELOPMENT FEES**”). As
72 consideration for the benefit that the Project receives from the City’s acquisition of the Minimum Access
73 Easement And Fire Lane as described in Article IV., the Developer agrees to reimburse the City in the
74 amount of \$40,000.00 for a portion of the City’s cost of acquisition of the Minimum Access Easement and
75 Fire Lane (the “**PROPERTY ACQUISITION PAYMENT**”).

76 **PARAGRAPH 3.05.** The Developer agrees that it shall install a fire hydrant on the Project Site
77 and that such fire hydrant shall be part of the public improvements dedicated to the City; and, further, such
78 fire hydrant shall comply with all City standards and ordinances and shall be installed at a location approved
79 by the City and shall serve the Real Property Improvements and adjacent businesses. The cost of the fire
80 hydrant shall not exceed \$11,800.00. Provided that the Developer is in compliance with all of its obligations
81 under this Agreement, the City agrees that upon acceptance of the fire hydrant by the City, the City will
82 reimburse the Developer for either the actual cost to install the fire hydrant or \$11,800.00, whichever
83 amount is less (the “**FIRE HYDRANT REIMBURSEMENT**”).

84 **PARAGRAPH 3.06.** In performing its obligations under this Article, the Developer shall
85 comply with all applicable laws, regulations and ordinances with respect to the Project and this Agreement.

86

87 ARTICLE IV.

88 **THE CITY’S PRIMARY OBLIGATIONS**

89

90 **PARAGRAPH 4.01.** The City has determined it necessary and appropriate to purchase land for
91 use for public access and fire lane purposes as more fully described in Paragraph 4.02. of this Article. The
92 City has further determined that such purchase will benefit adjacent properties located within the area, will
93 benefit the public safety generally, and will provide a specific benefit to this Project, for which benefit the
94 City is being fairly compensated by the Developer’s Property Acquisition Payment made pursuant to this
95 Agreement.

96 **PARAGRAPH 4.02.** In coordination with the Developer to implement measures that will create
97 sufficient access to the public right-of-way adjacent to the Project Site and to provide for the safe and
98 efficient operation of the Project and surrounding properties, the City negotiated and executed a sales
99 contract with Independent Bank to acquire title to an approximate 0.367 acre-tract of land adjacent to the
100 Project Site for use as public right-of-way / fire lane to serve the Project Site and adjacent properties, a copy
101 of the sales contract and description of the approximate 0.367 acre-tract is attached as Exhibit “A.2.” and
102 made a part hereof (the “**MINIMUM ACCESS EASEMENT AND FIRE LANE**”). Pursuant to the sales

103 contract negotiated with Independent Bank, the City is scheduled to close on such real property on **JULY**
104 **19, 2019.**

105 **PARAGRAPH 4.03.** The City agrees to reimburse the Developer for the Fire Hydrant
106 Reimbursement for the installation of a fire hydrant on the Project Site in accordance with the terms of
107 Paragraph 3.05. of this Agreement; provided, however, the City shall not be required to make such
108 reimbursement until the Developer provides the City with a copy of all invoices verifying the costs
109 associated with the installation of such fire hydrant, together with full proof of payment.

110

111 ARTICLE V.

112 **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

113

114 As of the Effective Date, the Developer represents and warrants to the City, as follows:

115

116 **PARAGRAPH 5.01.** The Developer is a corporation duly organized, validly existing and in
117 good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas.
118 The activities that the Developer proposes to carry on at the Project Site may lawfully be conducted by the
119 Developer.

120 **PARAGRAPH 5.02.** The execution, delivery and performance by the Developer of this
121 Agreement are within the Developer's powers and have been duly authorized. The person signing on behalf
122 of Developer is authorized to execute this Agreement as evidenced by a corporate resolution to be provided
123 by Developer to City at the time of execution of this Agreement.

124 **PARAGRAPH 5.03.** This Agreement is the legal, valid and binding obligation of the Developer,
125 and is enforceable against the Developer in accordance with its terms except as limited by applicable relief,
126 liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar
127 laws affecting the rights or remedies of creditors generally, as in effect from time to time.

128 **PARAGRAPH 5.04.** The Developer is not in breach or default in the performance, observance
129 or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument
130 to which they are parties or by which they, this Project Site, or any of their property is bound, that would
131 have any material adverse effect on the Developer's ability to perform under this Agreement.

132

133 ARTICLE VI.

134 **INFORMATION**

135

170 shall return to the City the full amount of the Fire Hydrant Reimbursement within thirty (30) days of such
171 termination date. **EXCEPT AS TO CIRCUMSTANCES ARISING FROM A FORCE MAJEURE**
172 **EVENT (DEFINED BELOW), THE TERM OF THIS AGREEMENT SHALL NOT BE**
173 **EXTENDED AS A RESULT OF ANY CURE PERIOD AGREED TO BY THE CITY UNDER THIS**
174 **PARAGRAPH.**

175 **PARAGRAPH 7.02.** Notwithstanding any provision for notice of non-compliance and any such
176 opportunity to cure, the City may elect to terminate this Agreement immediately by providing notice to the
177 Developer if the Developer, its officers or signatories to this Agreement, misrepresented or misrepresents
178 any material fact or information: (i) upon which the City relied in entering into this Agreement or (ii) upon
179 which the City relies in making a Fire Hydrant Reimbursement to the Developer.

180 **PARAGRAPH 7.03.** A Party will not be deemed to be in breach of any term of this Agreement
181 to the extent such a Party's action, inaction or omission is the result of Force Majeure Event. The Parties
182 agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely
183 and materially impacts their performance under this Agreement. A Force Majeure Event pauses a Party's
184 performance obligation for the duration of the event, only, but does not excuse it. A **"FORCE MAJEURE**
185 **EVENT"** means any event or occurrence that is not within the control of a Party and prevents such Party
186 from performing its obligations under this Agreement, including without limitation, any act of God; act of
187 a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or
188 labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or
189 industrial disturbance (whether or not on the part of agents or employees of either Party); civil disturbance;
190 terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order,
191 regulation or other action of any governing authority; or any action, inaction, order, ruling moratorium,
192 regulation, statute, condition or other decision of any governmental agency having jurisdiction over the
193 Party, over the Project or over a Party's operations.

194 **PARAGRAPH 7.04.** Upon breach of any obligation under this Agreement, in addition to any
195 other remedies expressly set forth in this Agreement with respect to such breach, the City may pursue such
196 remedies as are available at law or in equity for breach of contract. Similarly, with regard to violations of
197 any applicable ordinances of the City, the City may seek such relief as is available for violation of such
198 ordinances, including fines and injunctive relief.

199 **PARAGRAPH 7.05. THE PAYMENT OF ALL INDEBTEDNESS AND OBLIGATIONS**
200 **INCURRED BY THE DEVELOPER WITH RESPECT TO THE EXECUTION OF THE PROJECT**
201 **AND ITS OBLIGATIONS UNDER THIS AGREEMENT, OTHER THAN THE CITY'S**
202 **HYDRANT REIMBURSEMENT OBLIGATIONS TO DEVELOPER AS EXPRESSLY**
203 **PROVIDED HEREIN, SHALL BE SOLELY THE OBLIGATION OF THE DEVELOPER. THE**

204 CITY SHALL NOT BE OBLIGATED TO PAY ANY INDEBTEDNESS OR OBLIGATIONS OF
205 THE DEVELOPER. THE DEVELOPER HEREBY AGREES TO RELEASE, DEFEND,
206 INDEMNIFY AND HOLD THE CITY, AND ITS ELECTED OFFICIALS AND EMPLOYEES,
207 HARMLESS FROM AND AGAINST: (I) ANY INDEBTEDNESS OR OBLIGATIONS OF THE
208 DEVELOPER WITH RESPECT TO THE EXECUTION OF THE PROJECT, OR ANY OTHER
209 OBLIGATION OF THE DEVELOPER UNDER THIS AGREEMENT OTHER THAN THE
210 CITY'S HYDRANT REIMBURSEMENT OBLIGATIONS TO DEVELOPER AS EXPRESSLY
211 PROVIDED HEREIN; OR ; (II) ANY OTHER LOSS, CLAIM, DEMAND, LAWSUIT, LIABILITY
212 OR DAMAGES ARISING FROM NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE
213 DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT;
214 OR (III) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT
215 OF THE DEVELOPER CONTAINED HEREIN OR IMPOSED BY LAW OR EQUITY, WITHOUT
216 REGARD TO ANY NOTICE OR CURE PROVISIONS. THE DEVELOPER'S
217 INDEMNIFICATION OBLIGATION HEREUNDER SHALL ALSO INCLUDE PAYMENT OF
218 THE CITY'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT
219 THERETO.

220 **PARAGRAPH 7.06.** The Developer has the right to terminate this Agreement for any reason by
221 delivering written notice to the City at least seven (7) days prior to the desired termination date, provided,
222 however, that if the Developer has received the Fire Hydrant Reimbursement from City at the time of such
223 termination by the Developer, upon the effective date of such notice of termination, the Developer shall
224 remit to City the full amount of the Fire Hydrant Reimbursement.

225

226

ARTICLE VIII.

227

MISCELLANEOUS

228

229 **PARAGRAPH 8.01.** This Agreement, including the Recitals and the Exhibits hereto, contains
230 the entire agreement between the Parties with respect to the transactions contemplated herein.

231 **PARAGRAPH 8.02.** This Agreement may only be amended, altered or terminated by written
232 instrument signed by all Parties.

233 **PARAGRAPH 8.03.** The Developer may not assign any of its rights, or delegate or sub-contract
234 any of its rights or duties under this Agreement, in whole or in part, without the prior written consent of the
235 City.

236 **PARAGRAPH 8.04.** No term or condition of this Agreement shall be deemed to have been
237 waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written
238 instrument of the party charged with such waiver or estoppel.

239 **PARAGRAPH 8.05.** The Parties agree to take all action and do all things reasonably necessary
240 or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each
241 other in carrying out such objectives, terms and provisions, provided that the City shall not be required to
242 spend any money or have further obligations other than those as expressly provided in this Agreement.

243 **PARAGRAPH 8.06.** Any notice, statement and / or communication required and / or permitted
244 to be delivered hereunder shall be in writing, shall be given by certified mail, electronic mail transmission,
245 facsimile with electronic confirmation or reputable overnight carrier, and shall be deemed delivered when
246 received at the respective address of the recipient Party set forth below.

247 **THE CITY:**

248 City Manager
249 City of Corinth
250 3300 Corinth Parkway
251 Corinth, Texas 76208
252 Telephone: (940) 498 - 3200
253 Facsimile: (940) 498 - 7574
254 E-mail: bob.hart@cityofcorinth.com

255 **THE DEVELOPER:**

256 Chris Choi, President
257 M&P Building, Inc.
258 2329 Joe Field Road
259 Dallas, Texas 75229
260 Telephone: (972) 243 - 1898
261 E-mail: qbuilding@yahoo.com

262 **With a copy to:**

263 Ron Hodgson, Manager
264 M&P Building, Inc.
265 2329 Joe Field Road
266 Dallas, Texas 75229
267 Telephone: (972) 243 - 1898
268 E-mail: ron.qtotal@gmail.com

269 Each Party will notify the other Party in writing of any change in its information required for notice
270 under this Paragraph.

271 **PARAGRAPH 8.07.** This Agreement is made, and shall be construed and interpreted under the
272 laws of the State of Texas. Mandatory venue for any legal proceedings shall lie in state courts of appropriate
273 jurisdiction located in Denton County, Texas.

274 **PARAGRAPH 8.08.** In the event any provision of this Agreement is found to be illegal, invalid
275 or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of
276 the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of
277 the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or
278 unenforceable, that a provision be added to this Agreement which is legal, valid and enforceable and is as
279 similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

280 **PARAGRAPH 8.09.** The City and the Developer intend that this Agreement shall not benefit or
281 create any right or cause of action in or on behalf of any third-party, or any individual or entity other than
282 the City and the Developer or permitted assignees of the City and the Developer, except that the
283 indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure
284 to the benefit of the indemnitees named therein and shall survive termination of this Agreement.

285 **PARAGRAPH 8.10.** Nothing contained in this Agreement is intended by the Parties to create a
286 partnership or joint venture between the Parties, and any such implication to the contrary is hereby expressly
287 disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it
288 appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically
289 provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other
290 or obligations of the other.

291 **PARAGRAPH 8.11.** The Developer hereby covenants and certifies that it does not and will not
292 knowingly employ an “**UNDOCUMENTED WORKER**” as that term is defined in Section 2264.01001(4)
293 of the Texas Government Code. If, during the Term of this Agreement, that the Developer is convicted of
294 a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay to the City the full amount of the
295 Fire Hydrant Reimbursement made under this Agreement, plus five (5) percent interest per annum from the
296 date that the Fire Hydrant Reimbursement was made. Repayment shall be paid within thirty (30) days after
297 the date that the Developer receives notice of violation from the City. Pursuant to Section 2264.101(c) of
298 the Texas Government Code, the Developer shall not be liable for a violation of Chapter 2264 by an affiliate
299 or by a person with whom the Developer contracts.

300 **PARAGRAPH 8.12.** The Developer hereby covenants and certifies, subject to the requirements
301 of Chapter 2270 of the Texas Government Code, that it does not and will not boycott Israel during the Term.
302 Pursuant to Chapter 2252, Subchapter F, of the Texas Government Code, the Developer affirms that it is

303 not identified on a list created by the Texas Comptroller of Public Accounts (or any similar successor entity
304 or agency of the State of Texas) as a company known to have contracts with or provide supplies and services
305 to a foreign terrorist organization.

306 **PARAGRAPH 8.13.** The City, in entering this Agreement does not waive its immunity from
307 suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution
308 or applicable laws of the State of Texas.

309 **PARAGRAPH 8.14.** This Agreement may be executed in multiple counterparts, each of which
310 shall be considered an original, but all of which constitute one instrument, and facsimile or electronic (in
311 PDF) copies of this Agreement and facsimile or electronic (in PDF) signatures to this Agreement shall be
312 authorized and deemed effective.

313

314 **EXECUTED** in duplicate originals to be effective as of the Effective Date.

315

316 **CITY OF CORINTH, TEXAS:**

317

318 By: _____

319 Bob Hart, City Manager

320

321 **Q TOTAL BUILDING, INC.:**

322

323 By: _____

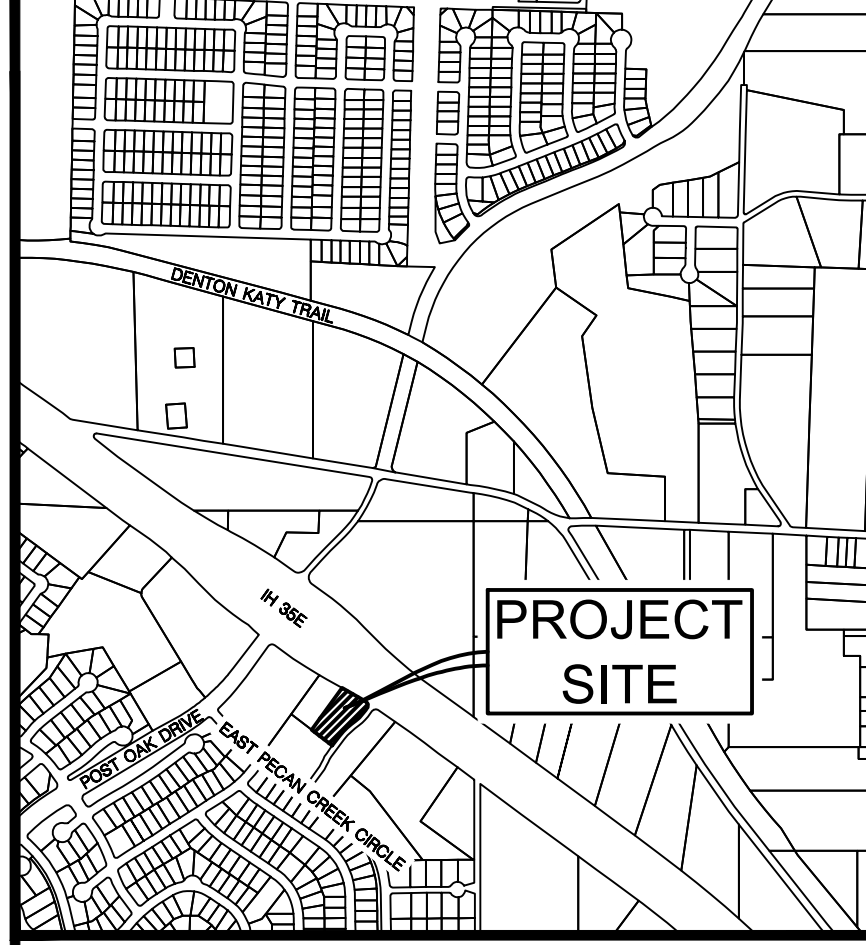
324

325 Name: _____

326

327 Title: _____

EXHIBIT "A.1."
LEGAL DESCRIPTION OF THE PROJECT SITE



VICINITY MAP SCALE 1"=1000'

Lot 1, Block 1
State Farm Addition
Cob. K, Pg. 159
(Called 3.3114 Ac.)

(Northstar Bank of Texas Deed
No. 2016-103320)

Zoning District: PD-6
(Commercial Shopping Subdistrict)
Future Land Use Designation:
Commercial

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	50.00'	84°50'12"	74.03'	N 78°32'47" E, 67.45'
C2	26.00'	80°02'00"	36.32'	N 76°08'41" E, 33.44'
C3	26.00'	80°02'00"	36.32'	N 03°53'19" W, 33.44'
C4	10.00'	50°48'21"	8.87'	S 10°43'31" W, 8.58'
C5	5.00'	39°09'47"	3.42'	S 3°41'53.33" E, 3.35'
C6	30.00'	28°46'21"	15.07'	N 39°27'16" W, 14.91'
C7	24.00'	60°21'29"	25.28'	N 55°14'50" W, 24.13'
C8	5.00'	89°40'41"	7.83'	S 81°17'21" W, 7.05'

Part of
Lot 7A, Block 1
Pecan Creek Subdivision
Cob. E, Pg. 196
(Called 7.641 Ac.)

(Realty Income Texas Property,
LP
Deed No. 99-0051821)

Zoning District: PD-6
(Commercial Shopping Subdistrict)
Future Land Use Designation:
Commercial

NOTES:

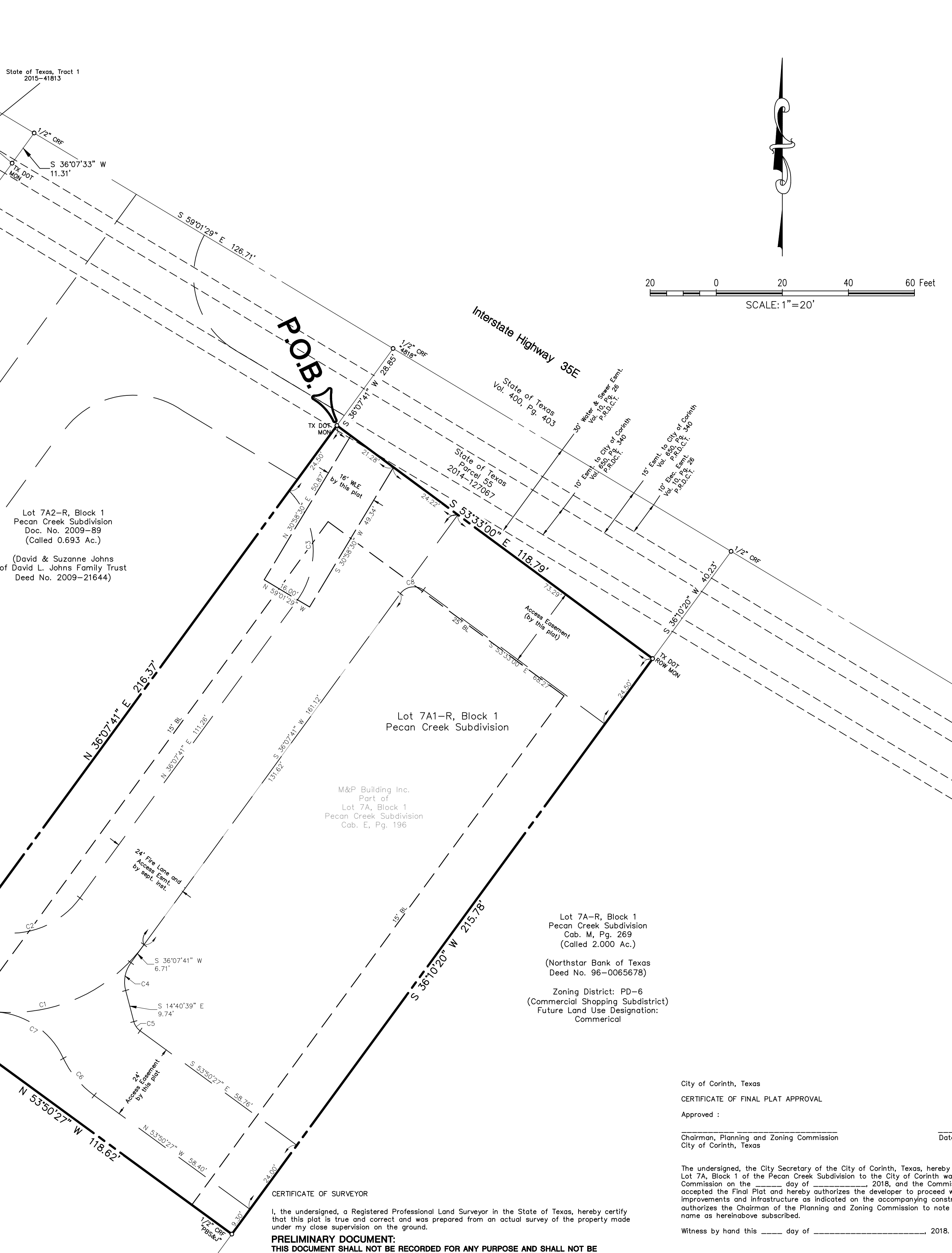
- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. G&A Consultants, LLC, and the Surveyor shall not be liable for any unauthorized use hereof.
- This flood statement shall not create liability on the part of the surveyor.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.

LEGEND	
RF	= REBAR FOUND
CRS	= CAPPED REBAR SET
BL	= BUILDING LINE
UE	= UTILITY EASEMENT
CRF	= CAPPED REBAR FOUND
P.O.B.	= POINT OF BEGINNING
CM	= CONTROLLING MONUMENT
G&A	= G&A CONSULTANTS, INC.
PRDCT	= PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	= REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
MAE	= MUTUAL ACCESS EASEMENT
SSE	= SANITARY SEWER EASEMENT
WLE	= WATER LINE EASEMENT
PE	= PIPELINE EASEMENT
D.C.E.C.	= DENTON COUNTY ELECTRIC COOPERATIVE

STATE OF TEXAS §
COUNTY OF DENTON §

STATE OF TEXAS §
COUNTY OF DENTON §

STATE OF TEXAS §
COUNTY OF DENTON §



CERTIFICATE OF SURVEYOR

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my close supervision on the ground.

PRELIMINARY DOCUMENT:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
W. THAD MURLEY III, RPLS 6802 8/22/18
Texas Registration No. 5802

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is _____ and that he is authorized to execute the foregoing instrument for the purpose and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

City of Corinth, Texas

City of Corinth, Texas
CERTIFICATE OF FINAL PLAT APPROVAL
Approved: _____
Chairman, Planning and Zoning Commission
City of Corinth, Texas

The undersigned, the City Secretary of the City of Corinth, Texas, hereby certifies that the foregoing Replat of Lot 7A, Block 1 of the Pecan Creek Subdivision to the City of Corinth was submitted to the Planning and Zoning Commission on the _____ day of _____, 2018, and the Commission, by formal action, then and there accepted the Final Plat and hereby authorizes the developer to proceed with the construction of public works improvements and infrastructure as indicated on the accompanying construction plans, and said Commission further authorizes the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Witness by hand this _____ day of _____, 2018.

City Secretary
City of Corinth, Texas

CERTIFICATE OF COMPLETION AND AUTHORIZATION TO FILE
Approved: _____

The undersigned, the City Secretary and the City of Corinth, Texas, hereby certifies that the foregoing Replat of Lot 7A, Block 1, of the Pecan Creek Subdivision, an addition to the City of Corinth by formal action, then and there accepted the fee simple dedication of streets, thoroughfares, alleys, and parks to public use forever and dedication of easements for trails, sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities, and any other property necessary to serve the plot and to implement the requirements of the platting ordinances, rules and regulations as shown and set forth in and upon said plat, that the public works and infrastructure improvements have been completed in accordance with the construction plans, have been tested and have been accepted by the City, that the Replat is now acceptable for filing with Denton County and said Commission further authorized the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing their name as herein subscribed.

Witness by hand this _____ day of _____, 2018.

City Secretary
City of Corinth

OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

We, M&P Building, Inc., are the owners of the land shown on this plat within the area described by metes and bounds as follows:

Being all that certain lot, tract or parcel of land situated in the W. Garrison Survey, Abstract No. 1545, City of Corinth, Denton County, Texas, and being a portion of Lot 7A, Block 1, Pecan Creek Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet E, Page 196, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a Texas Department of Transportation monument found at the most westerly corner of that certain tract of land described in deed to the State of Texas described as Parcel 55, recorded in Instrument No. 2014-12787, Official Records, Denton County, Texas, and being in the southeasterly line of Lot 7A2-R, Block 1, Pecan Creek Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Document No. 2009-89, Plat Records, Denton County, Texas, from which a 1/2" rebar with cap stamped "4818" found at the most easterly corner thereof bears N 36°07'47" E, a distance of 28.85';

THENCE S 53°33'00" E, with the southeasterly line of said Parcel 55, a distance of 118.79' to a Texas Department of Transportation monument found at the most southerly corner thereof, and being in the northeasterly line of Lot 7A-R, Block 1, Pecan Creek Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 269, Plat Records, Denton County, Texas;

THENCE S 36°10'20" W, with the northeasterly line of said Lot 7A-R, a distance of 215.78' to a 1/2" rebar with cap stamped "9B5&6" found;

THENCE N 53°50'27" W, over, across, and through said Lot 7A, a distance of 118.62' to a 1/2" rebar with cap stamped "4818" found, a distance of 118.62' to the most southerly corner of said Lot 7A2-R;

THENCE N 36°07'41" E, with the southeasterly line of said Lot 7A2-R, a distance of 216.37' to the POINT OF BEGINNING and containing approximately 0.589 acres of land;

and designated herein as Lot 7A1-R, Block 1, Pecan Creek Subdivision, an addition to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plot and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

OWNER'S STATEMENT FOR FIRE LANE EASEMENT:

The undersigned covenants and agrees that he shall construct upon the fire lane easements, as dedicated and shown hereon, a fire lane in accordance with the Fire Code and City standards and that he (they) shall maintain the same in a state of good repair at all times in accordance with City Ordinance. The fire lane easement shall be kept free of obstructions in accordance with the City Ordinance. The maintenance of pavement in accordance to City Ordinance of the fire lane easements is the responsibility of the owner. The owner shall identify the fire lane in accordance with City Ordinance. The Chief of Police or his/her duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

CONSTRUCTION AND MAINTENANCE STATEMENT

Developer will design, construct, operate, use and maintain the following:
Private Water Storage Facility (Detention and Retention Ponds) and Associated Private Drainage Easements,
Private Access Easements and Associated Improvements,
Private Storm Water Drainage Systems and Associated Private Easements,
Storm Water Treatment Facility or identified best management practices for Storm Water Quality and Associated Easements
(collectively hereinafter referred to as "improvements"). The City of Corinth is not responsible for the design, construction, operation, maintenance, or use of the improvements developed and constructed by developer or its predecessors or successors. The developer's maintenance responsibility includes, but is not limited to, construction and maintenance in accordance with approved designed slope, grade, contour, and volume, including any structures, frequent mowing and routine maintenance, removal of debris, and repair of erosion. No facilities will be allowed within the improvements areas without the advance written permission of the director of public works.

Developer will indemnify, defend, and hold harmless the City of Corinth, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any and all damages, accidents, casualties, occurrences, or claims which arise out of or result from the design, construction, operation, maintenance, condition or use of the improvements, including any non-performance of the foregoing. Developer will require any successor in interest of all or part of the property, including any property owners association, to accept full responsibility and liability for the improvements. The covenants shall include the full obligation and responsibility of maintaining and operating said improvements. If the property is further subdivided, developer shall impose these covenants upon all lots abutting, adjacent or served by the improvements. All of the above obligations shall be covenants running with the land. Access to the improvements is granted to the city for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection and code enforcement.

BY: M&P Building, Myoung Choi, Principal

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared Myoung Choi, know to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is _____ and that he is authorized to execute the foregoing instrument for the purpose and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2018.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

REPLAT
Lot 7A1-R, Block 1
PECAN CREEK SUBDIVISION
0.589 Acres
in the
W. GARRISON SURVEY, ABSTRACT NO. 1545
CITY OF CORINTH
DENTON COUNTY, TEXAS

G&A CONSULTANTS, LLC
SITE PLANNING CIVIL ENGINEERING PLATTING
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: SW DATE: 06/26/2018 SCALE: 1"=20' JOB No. 16343

OWNER/DEVELOPER
M&P BUILDING, INC.
11245 NEWKIRK ST.
DALLAS, TX 75229
Ph. (214) 557-6629
Contact: MYOUNG CHOI

City Secretary
City of Corinth

EXHIBIT "A.2."
SALES CONTRACT



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Northstar Bank of Texas/Independent Bank (Seller) and City of Corinth (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot 7A-R Access Esm'l. & Fire Lane, Block 1, Pecan Creek Subdivision, Addition, City of Corinth, County of Denton, Texas, known as 0.367 Acres, Mutual Access Easement & Fire Lane (Exhibit A Metes & Bounds) (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing\$ 100,000.00
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ -0-
- C. Sales Price (Sum of A and B)\$ 100,000.00

4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 1,000.00 as earnest money to Keith Pierce as escrow agent, at Title Resources, 525 South Loop 288, Suite 125, Denton, Texas (address). Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

(i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address _____

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 15 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title; disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than Items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under 55.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
 (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's Intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
A. The closing of the sale will be on or before July 19, 2019, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
B. At closing:
(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
10. **POSSESSION:**
A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
B. **Leases:**
(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Fee simple purchase of the mutual access easement & fire lane to be owned and maintained by the City of Corinth.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance; reserve deposits for insurance; ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. NOTICE of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

<p>To Buyer at: <u>City of Corinth</u> <u>Bob Hart, City Manager</u> Phone: <u>(940) 498-3240</u> Fax: <u>()</u> E-mail: <u>bob.hart@cityofcorinth.com</u></p>	<p>To Seller at: <u>Independent Bank</u> <u>Mike Phillips, Executive Vice-President, Special Assets Mgr</u> Phone: <u>(469) 301-2943</u> Fax: <u>(469) 742-9853</u> E-mail: <u>mphilips@ibt.com</u></p>
---	---

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership In a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input checked="" type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ -0- (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within -0- days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: Patricia Adams

Seller's Attorney is: _____

Messer, Fort & McDonald

Phone: (972) 686-6400

Phone: ()

Fax: (972) 668-6414

Fax: ()

E-mail: patricia@txmunicipallaw.com

E-mail: _____

**EXECUTED the 10th day of JUNE, 20 19 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer Bob Hart

Seller [Signature] SVP

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
 (Print name(s) only, Do not sign)

NONE

Other Broker Firm _____ License No. _____

NONE

Listing Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

represents Seller and Buyer as an Intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Listing Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Address _____ Phone _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker NONE of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax



ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

Mutual Access Easement & Fire Lane of Lot 7A-R, Blk 1 of Pecan Creek Subdiv.

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
 - (1) Seller reserves all of the Mineral Estate owned by Seller.
 - (2) Seller reserves an undivided _____ interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller does does not reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Buyer Bob Hart

Seller [Signature] EUP

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-2. This form replaces TREC No. 44-1.

LEGAL DESCRIPTION

Mutual Access Easement and Fire Lane
0.367 acres
Lot 7A-R, Block 1
Pecan Creek Subdivision
City of Corinth
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the Wm. Garrison Survey, Abstract No. 1545, City of Corinth, Denton County, Texas, and being part of Lot 7A-R, Block 1, Pecan Creek Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof, recorded in Cabinet M, Page 269, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING a point in the west line of said Lot 7A-R, from which a Texas Department of Transportation monument found at the southeast corner of that certain tract of land described in deed as Parcel 55 to the State of Texas, recorded in Instrument No. 2014-127067, Official Records, Denton County, Texas, bears N 36°10'20" E, 8.81 feet;

THENCE S 46°03'33" E, 4.75 feet;

THENCE northeasterly with a curve to the left having a radius of 26.00 feet, a central angle of 98°57'01", and an arc length of 44.90 feet, whose chord bears N 84°27'57" E, 39.53 feet;

THENCE N 34°59'26" E, 26.47 feet;

THENCE S 59°03'13" E, 33.72 feet with the north line of said Lot 7A-R;

THENCE S 36°10'20" W, 9.90 feet;

THENCE southwesterly with a curve to the right having a radius of 250.00 feet, a central angle of 14°15'40", and an arc length of 62.23 feet, whose chord bears S 43°18'10" W, 62.07 feet;

THENCE S 50°26'00" W, 84.60 feet;

THENCE southwesterly with a curve to the left having a radius of 250.00 feet, a central angle of 14°15'40", and an arc length of 62.23 feet, whose chord bears S 43°18'10" W, 62.07 feet;

THENCE S 36°10'20" W, 63.38 feet;

THENCE southwesterly with a curve to the left having a radius of 250.00 feet, a central angle of 03°01'30", and an arc length of 13.20 feet, whose chord bears S 34°39'35" W, 13.20 feet;

THENCE S 33°08'50" W, 27.64 feet;

THENCE southwesterly with a curve to the left having a radius of 250.00 feet, a central angle of 06°42'06", and an arc length of 29.24 feet, whose chord bears S 29°47'47" W, 29.22 feet;

THENCE S 26°26'44" W, 13.93 feet;

THENCE southwesterly with a curve to the right having a radius of 250.00 feet, a central angle of 09°43'36", and an arc length of 42.44 feet, whose chord bears S 31°18'32" W, 42.39 feet;

THENCE S 36°10'20" W, 83.29 feet;

THENCE N 55°43'30" W, 30.02 feet with the south line of said Lot 7A-R;

THENCE N 36°10'20" E, 84.29 feet;

THENCE northeasterly with a curve to the left having a radius of 220.00 feet, a central angle of 09°43'36", and an arc length of 37.35 feet, whose chord bears N 31°18'32" E, 37.30 feet;

THENCE N 26°26'44" E, 13.93 feet;

THENCE northeasterly with a curve to the right having a radius of 280.00 feet, a central angle of 06°42'06", and an arc length of 32.75 feet, whose chord bears N 29°47'47" E, 32.73 feet;

THENCE N 33°08'50" E, 27.64 feet;

THENCE northeasterly with a curve to the right having a radius of 280.00 feet, a central angle of 03°01'30", and an arc length of 14.78 feet, whose chord bears N 34°39'35" E, 14.78 feet;

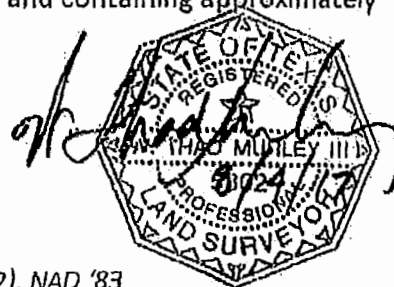
THENCE N 36°10'20" E, 63.38 feet;

THENCE northeasterly with a curve to the right having a radius of 280.00 feet, a central angle of 14°15'40", and an arc length of 69.69 feet, whose chord bears N 43°18'10" E, 69.51 feet;

THENCE N 50°26'00" E, 33.33 feet;

THENCE northeasterly with a curve to the left having a radius of 26.00 feet, a central angle of 87°49'15", and an arc length of 39.85 feet, whose chord bears N 06°31'23" E, 36.06 feet;

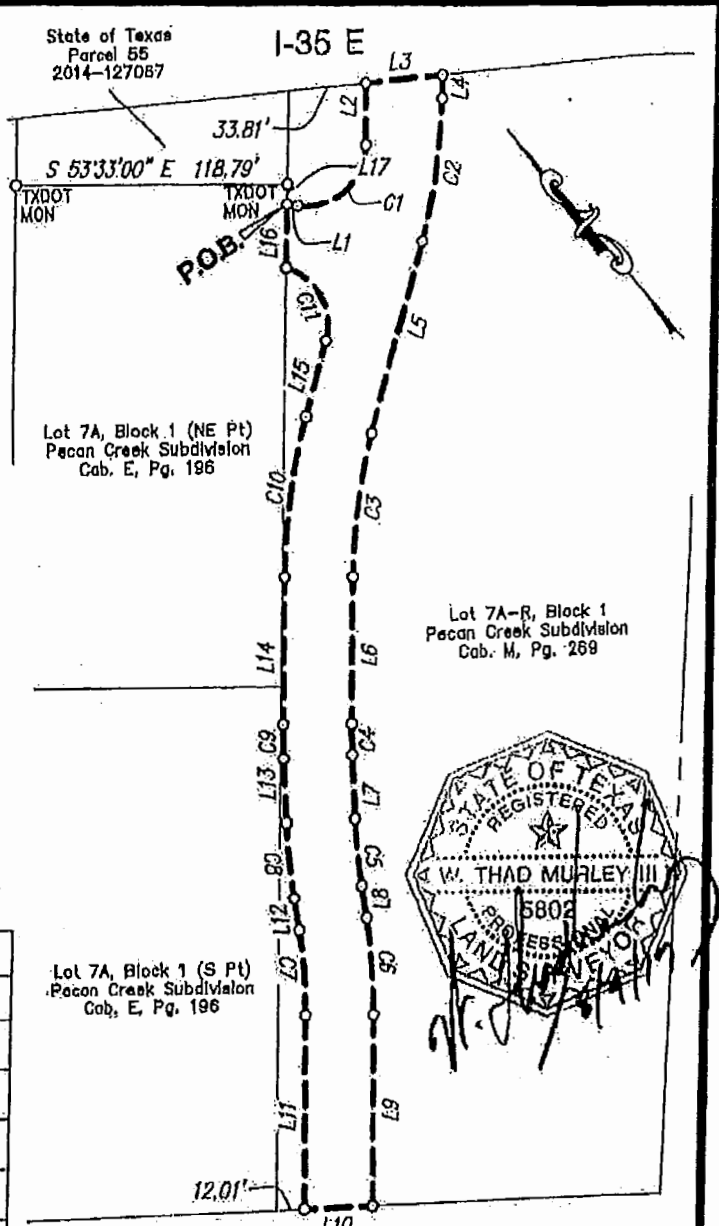
THENCE N 36°10'20" E, 27.25 feet to the **POINT OF BEGINNING** and containing approximately 0.367 acres of land.



LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 46°03'33" E	4.75'
L2	N 34°59'26" E	26.47'
L3	S 59°03'13" E	33.72'
L4	S 36°10'20" W	9.90'
L5	S 50°26'00" W	84.60'
L6	S 36°10'20" W	63.38'
L7	S 33°08'50" W	27.64'
L8	S 26°26'44" W	13.93'
L9	S 36°10'20" W	83.29'
L10	N 65°43'30" W	30.02'
L11	N 36°10'20" E	84.29'
L12	N 26°26'44" E	13.93'
L13	N 33°08'50" E	27.64'
L14	N 36°10'20" E	63.38'
L15	N 50°26'00" E	33.33'
L16	N 36°10'20" E	27.25'
L17	N 36°10'20" E	8.81'

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	26.00'	98°57'01"	44.90'	N 84°27'57" E, 39.53'
C2	250.00'	14°15'40"	62.23'	S 43°18'10" W, 62.07'
C3	250.00'	14°15'40"	62.23'	S 43°18'10" W, 62.07'
C4	250.00'	3°01'30"	13.20'	S 34°39'35" W, 13.20'
C5	250.00'	6°42'06"	29.24'	S 29°47'47" W, 29.22'
C6	250.00'	9°43'36"	42.44'	S 31°18'32" W, 42.39'
C7	220.00'	9°43'36"	37.35'	N 31°18'32" E, 37.30'
C8	280.00'	6°42'06"	32.75'	N 29°47'47" E, 32.73'
C9	280.00'	3°01'30"	14.78'	N 34°39'35" E, 14.78'
C10	280.00'	14°15'40"	69.69'	N 43°18'10" E, 69.51'
C11	26.00'	87°49'15"	39.85'	N 06°31'23" E, 36.06'

- NOTES:
- 1.) Bearings based on Texas Coordinate System, North Central Zone, (4202), NAD '83
 - 2.) No flood zone area analysis has been performed on subject property.
 - 3.) Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.



PECAN CREEK CIRCLE
MUTUAL ACCESS EASEMENT &
FIRE LANE
Lot 7A-R, Block 1
PECAN CREEK SUBDIVISION
0.367 Acres
 in the
Wm. GARRISON SURVEY, ABSTRACT NO. 1545
CITY OF CORINTH
DENTON COUNTY, TEXAS

G
&
A

SITE PLANNING CIVIL ENGINEERING PLATING

CONSULTANTS, LLC

LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 76057
P: 972.436.9712 • F: 972.436.9715

144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226
P: 840.240.1012 • F: 840.240.1028

TYPE Firm No. 1798 TOPLES Firm No. 10047705

DRAWN BY: SW DATE: 8/4/2017 SCALE: 1" = 80' JOB. NO. 16343

Plotted: 8/12/2017 10:31 AM by Thad Murley Scale: 1/2"=80' Date: 7/26/2017 5:08 PM by Thad

EXHIBIT "A.3."
THE REAL PROPERTY IMPROVEMENTS

1000 W. BROADWAY, SUITE 2000
DALLAS, TEXAS 75201
TEL: 214.760.1000
WWW.TOPPROFESSIONALS.COM

ARCHITECT
1000 W. BROADWAY, SUITE 2000
DALLAS, TEXAS 75201
TEL: 214.760.1000
WWW.TOPPROFESSIONALS.COM

PROJECT NAME & ADDRESS
PECAN CREEK PLAZA
ADDRESS: 1100 FORD ST. CORPORA, TX 75021

OWNER
1000 W. BROADWAY, SUITE 2000
DALLAS, TEXAS 75201
TEL: 214.760.1000
WWW.TOPPROFESSIONALS.COM

REVISED

REVISED

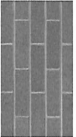
ARCHITECTURAL SET

ELEVATION

001 AS SHOWN
RK MARCH / 2018

A-2.00
1 of 1

* CAST STONE MANUFACTURER : CLADRITE
** BRICK MANUFACTURER : GLEN-GERY

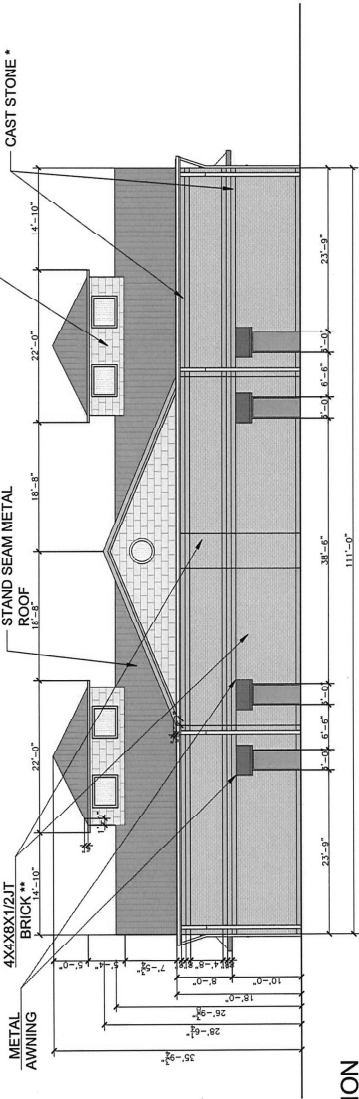


BURNT ALMOND (IW21-22)
* TYPE : FACE BRICK
* COLOR : TAN
* SERIES : TUSCAN SERIES
* TEXTURE / FINISH : ECON (3.5/8X 3.5/7X 7.5/8)



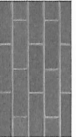
* DEEP RED
* TYPE : STANDING SEAM METAL COLOR
* COLOR : DEEP RED
* 24 GA

EXTERIOR WALL AREA SCHEDULE				
NO	ELEVATION	DETAIL	AMOUNT SF. %	
1	SOUTH	DOORS & OPENINGS	132	100
		MASONRY	2279	1427
		BRICK	1427	83.9
		CASTSTONE (TYP.)	823	36.1



2 SOUTH ELEVATION
1/8" = 1'-0"

* CAST STONE MANUFACTURER : CLADRITE
** BRICK MANUFACTURER : GLEN-GERY

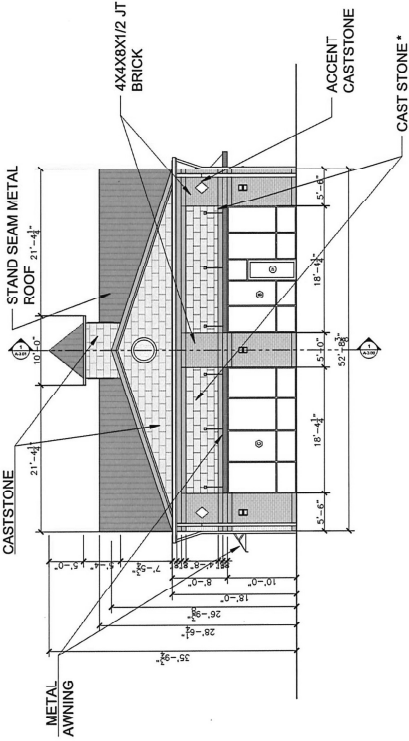


BURNT ALMOND (IW21-22)
* TYPE : FACE BRICK
* COLOR : TAN
* SERIES : TUSCAN SERIES
* TEXTURE / FINISH : ECON (3.5/8X 3.5/7X 7.5/8)



* DEEP RED
* TYPE : STANDING SEAM METAL COLOR
* COLOR : DEEP RED
* 24 GA

EXTERIOR WALL AREA SCHEDULE					
NO	ELEVATION	DESCRIPTION	DETAIL	AMOUNT SF. %	
1	EAST (FRONT)	MASONRY	STOREFRONTS	371	100
			BRICK	477	55.4
			CASTSTONE (TYP.)	383	44.6



1 EAST ELEVATION-FRONT
1/8" = 1'-0"

APPROVED
CITY OF CORINTH
11.6.18

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: Approve ILA for Property Tax Collection
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2019 property taxes for the City of Corinth.

AGENDA ITEM SUMMARY/BACKGROUND

Property tax collection services are currently provided to the City of Corinth by Denton County through an Interlocal Agreement. The new interlocal agreement is a multi-year agreement that will automatically renew unless terminated by either party. The agreement, includes, but is not limited to, the calculation of the effective and rollback tax rates, preparation and publication of all truth-in-taxation notices, and the mailing of current and delinquent tax statements itemizing all taxes due per property account.

The first year of the proposed agreement, for the period from October 1, 2019 through September 30, 2020, includes a per statement cost of \$1.00 (estimated total cost of \$8,300) for the October, February and May statement printing for each jurisdiction. The per statement cost remained the same as the prior year.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement with Denton County.

Attachments

ILA letter
Denton County ILA

July 2, 2019

Dear Taxing Entities,

The 2019 Denton County Interlocal Collection Agreement is finalized for issuance. The parcel fee for consolidated collections for the 2019 tax year is \$1.00 per parcel.

The contract is being released a little later this year as we wanted to ensure there was no legislation that would significantly change the manner by which we serve as your assessor/collector. Additionally, we have converted the contract into a multi-year contract.

After this year, you will no longer need to submit the contract annually, as it will renew automatically unless terminated by either party. The annual parcel fee will continue to be analyzed annually and submitted to you by separate notice.

The Interlocal Agreement is to be submitted to the Denton County Tax Office no later than September 4, 2019. This will provide the necessary time to add the Agreement to the Denton County Commissioners Court Agenda to be properly executed prior to October 1, 2019.

We are providing the Agreement in form-fillable PDF format for your convenience. **The Agreement must be submitted to our office in triplicate.** Please print three (3) copies of the completed Agreement and have all copies signed by the appropriate person in your entity. **Failure to submit three (3) originally signed Agreements may delay processing through Commissioners Court.**

Municipalities that have approved the creation of a Public Improvement District (PID) must complete the Public Improvement District Agreement. The proper Agreement will be dependent on whether the PID is a rate based or fixed lien assessment district. Please feel free to contact our office to assist you should you have questions about which district Agreement you may need to complete.

The address to mail the completed Agreements is as follows:

Office of Michelle French
Denton County Tax Assessor/Collector
P.O. Box 90223
Denton, TX 76202
Attn: Michelle French or Stacey Dvoracek

The physical address is as follows:

Office of Michelle French Denton County Tax Assessor/Collector
1505 E. McKinney Street
Denton, TX 76209
Attn: Michelle French or Stacey Dvoracek

As always, our office is here to assist you with any questions or concerns. We thank you for allowing Denton County to provide consolidated collections to your entity in order to better serve our mutual constituents.

Sincerely,



Michelle French

Denton County Tax Assessor/Collector

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX
ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS
AND
CITY/TOWN OF _____, TEXAS**

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY/TOWN OF _____**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY.**"

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, and Section 6.24; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "tax year" means tax year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "tax year" means the year following the previous term's "tax year", and the term "collection_year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "tax year" means tax year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "tax year" means tax year 2020 and the term "collection year" means 2021, and so on.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for **Denton and Collin Counties** in the **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax Code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 of the Texas Tax Code; and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY**, however all calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and that such calculation will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the

Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. It is understood and agreed to by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **MUNICIPALITY** must notify **COUNTY** no later than May 20th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector before notices may be appropriately submitted to the appraisal **MUNICIPALITY**, newspapers, etc. as required by law.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Rollback Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors,

subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. Pursuant to Texas Property Tax Code §26.05(a), the **MUNICIPALITY** must adopt its tax year tax rate before the later of the applicable dates set forth therein. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than said adoption deadline. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by the adoption deadline set forth in §26.05(a) may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f), mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

6. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost"

includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 7 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback election as described takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

7. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the

expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. COUNTY shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between MUNICIPALITY and COUNTY and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both MUNICIPALITY and COUNTY or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

XII.

MUNICIPALITY hereby designates _____ to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, _____ day of _____
2019.

COUNTY

MUNICIPALITY

Denton County Texas
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: Ordinance adopting the Drought Contingency and Water Conservation Plan
Submitted For: Cody Collier, Director **Submitted By:** Kim Pence, City Secretary
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Regional Cooperation

AGENDA ITEM

Consider and act on Ordinance No. 19-07-18-24, adopting an update of the Water Conservation and Drought Contingency Plan amending Chapter 51 of the Code of Ordinances and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

In 2004, the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Control (TCEQ) enacted legislation requiring water providers to adopt Water Conservation and Drought Contingency Plans which meet criteria established by the regulation agencies in Title 30, Part 1, Chapter 288 of the Texas Administrative Code. The Object and intent of the Water Conservation Plan and Drought Contingency Plan is to establish and maintain a policy that will meet the requirements of Sections 11.002 and 11.1271 of the Texas Water Code and the rules of the TCEQ. During the June 20, 2019 City Council meeting Council approved the 2019 Water Conservation and Drought Contingency plan. This ordinance is providing requirements, and enforcements for the Water Conservation and Drought Contingency plan and formally adopts the plan.

RECOMMENDATION

Staff recommends approving Ordinance nO. 19-07-18-24, adopting the Water Conservation and Drought Contingency plan, along with an effective date.

Attachments

Ordinance

ORDINANCE NO. 19-07-18-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, REPEALING CHAPTER 51, "WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN" OF TITLE V, "PUBLIC WORKS" AND ADOPTING A NEW CHAPTER 51, "DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN" OF TITLE V, "PUBLIC WORKS" OF THE CODE OF ORDINANCES TO ADOPT AN UPDATED DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN AND TO ADOPT PENALTIES FOR VIOLATION TO INCLUDE DISCONTINUATION OF WATER SERVICE AND THE PAYMENT OF ADDITIONAL FEES; PROVIDING FOR THE INCORPORATION OF PREMISES; REPEALING ORDINANCE NO. 16-07-07 AND PROVIDING A GENERAL CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING SAVINGS; PROVIDING A PENALTY FOR A VIOLATION NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH VIOLATION AND PROVIDING A SEPARATE PENALTY FOR EACH DAY A VIOLATION CONTINUES IN ADDITION TO OTHER PENALTIES PROVIDED; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Corinth recognizes that the amount of water available to its customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Drought Contingency and Water Conservation Plan for the City of Corinth ("Conservation Plan"); and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency and Water Conservation Plan for the City of Corinth; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Corinth has reviewed the 2019 Upper Trinity Regional Water District (the "UTRWD") Model Drought Contingency Plan for the City of Corinth, has determined such plan to be necessary in order to conserve the available water supply and protect the integrity of water supply facilities, with particular

regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergencies and therefore, the City Council finds it necessary to adopt such plan as official City policy for the conservation of water (“Conservation Plan”); and

WHEREAS, water uses regulated or prohibited under this Conservation Plan are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects persons who violate the restrictions imposed under this Conservation Plan to penalties as set forth herein; and

WHEREAS, the City has held a public meeting providing advance notice of such meeting at which the City Council has considered the adoption of the City Conservation Plan as required by law.

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

**SECTION 1
Incorporation of Premises**

That the foregoing recitals set forth above are determined to be true and correct findings and are incorporated herein as if set forth verbatim.

**SECTION 2.
Amendments**

2.01. That Chapter 51, “Water Conservation and Drought Contingency Plan” of Title V, “Public Works” of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and a new Chapter 51, “Drought Contingency and Water Conservation Plan” of Title V of the Code of Ordinances of the City of Corinth is hereby adopted and shall be and read in its entirety as follows:

“CHAPTER 51: DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN

§ 51.01. ADOPTION OF PLAN / AUTHORITY TO IMPLEMENT.

- (A) Plan Adopted. The City hereby adopts the City of Corinth Drought Contingency and Water Conservation Plan as set forth in Exhibit A to Ordinance No. 19-07-18-24, a copy of which is incorporated by reference as if fully set forth herein, and which shall be referred to herein as the “Drought Contingency Plan” or “Plan” for the City of Corinth. A full copy of the Drought Contingency Plan shall be on file at the Office of the City Secretary of the City of Corinth.

(B) Authority to Implement. The City Manager of the City of Corinth or designee is authorized to administer and implement the Plan in accordance with this Chapter and the provisions of the Drought Contingency Plan. When the City Manager determines that one or more of the trigger conditions set forth in the Drought Contingency Plan exist, or as otherwise authorized by the Drought Contingency Plan, the City Manager shall be authorized to order that any one or more of the measures set forth in the Drought Contingency Plan be implemented. Prior to implementation, any such order shall be published in a newspaper of general circulation in the City at least twenty-four (24) hours prior to the effective date of such order.

§51.99. PENALTIES. The penalties contained in this section shall be cumulative and not exclusive:

(A) Offense. A person commits an offense if the person intentionally, knowingly, recklessly or with criminal negligence makes, causes, or permits a use of water contrary to the measures implemented by the City Manager as prescribed in the Drought Contingency Plan adopted under this Chapter.

(B) Criminal Penalty. Any person who violates the Drought Contingency Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than One Hundred dollars (\$100.00) and not more than Two Thousand dollars (\$2,000.00). Each day that one or more of the provisions in the Drought Contingency Plan is violated shall constitute a separate offense.

(C) Discontinuation of Water Service/Service Fees. In addition to the remedies provided by Section 9 of the Drought Contingency Plan, if a person is convicted of three (3) or more separate violations of the Drought Contingency Plan, the City Manager shall, upon advance written notice to such person given on or after the date of the third conviction, be authorized to discontinue water service to the location where such violations have occurred. Services discontinued under such circumstances shall be restored after payment of a re-connection charge, hereby established at \$25.00, and all costs incurred by the City of Corinth for actions taken to discontinue the service. In addition, assurance acceptable to the City must be given by the person to the City Manager or designee, that the same action will not be repeated while the Drought Contingency Plan is in effect.

(D) Civil Penalties. The City may also enforce compliance with the Drought Contingency Plan by seeking injunctive relief in the district court and may seek any and all other civil penalties and remedies, in both law and equity, as allowed by law or equity.

(E) Presumption. Any person, including a person classified as a water customer of the City, in apparent control, occupancy or ownership of the property where a violation occurs or originates (“service location”) shall be presumed to be

the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control, occupancy or ownership of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

(F) Adult Responsible for Minors. An adult person shall be presumed to be responsible for violations of this Chapter that occur at a service location and that are committed by persons under the age of eighteen (18) at a service location under the apparent control, occupancy or ownership of such adult person; provided however, that presumption shall be rebuttable upon presentation of evidence that such person previously directed the minor not to use the water as it was used in violation of the Drought Contingency Plan and the adult person demonstrates that the he or she could not have reasonably known of the violation.

(G) Enforcement Authority. Any police officer, or other employee of the City of Corinth designated by the City Manager, may issue a citation to a person he/she reasonably believes has committed a violation of this Ordinance. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator whether in person or by mail. The alleged violator shall appear in municipal court to enter a plea to the charge. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued in accordance with standard court procedures. A summons to appear may be issued in lieu of an arrest warrant.”

2.02. That Ordinance No. 16-07-07 previously amending Ordinance No. 09-05-21-08 but not incorporated into Chapter 51 of the Code of Ordinances is hereby repealed in its entirety.

SECTION 3 **Cumulative Repealer**

Ordinance No. 16-07-07 of the City of Corinth Texas is hereby repealed in its entirety. This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4 **Severability**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court

of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5
Savings

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

SECTION 6
Penalty

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

SECTION 7
Publication/Effective Date

This Ordinance shall take effect and be in full force from and after the date of its passage and publication, as provided by the Texas Local Government Code.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the _____ day of _____ 2019.

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Kimberly Pence, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney

Attachment "A"

**Drought Contingency Plan for
City of Corinth**

03/27/2019

**SECTION 1
Introduction and Objectives**

The purpose of this Drought Contingency Plan (the "Plan") is to provide for drought contingency measures for City of Corinth as required by the Texas Commission on Environmental Quality ("TCEQ") and the Upper Trinity Regional Water District ("UTRWD"). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System ("System") supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

The City of Corinth developed its original plans for drought contingency in 2004, later amended in 2009 and 2014. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as the City of Corinth, and is consistent with TCEQ's model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD's Members and Customers.

The City of Corinth uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier's effort to reduce peak water demands and extend water supplies. The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

**SECTION 2
Applicable Rules of Texas Commission on Environmental Quality**

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as City of Corinth, are contained in Title 30, Part 1, Chapter 288,

Subchapter B and Rule 288.20 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

“A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

Rule	Subject	Section
288.20(a)(1)(A)	Informing the Public & Providing Opportunity For Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgm’t Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

SECTION 3
Public Involvement

The City of Corinth previously provided opportunity for public input in the development of this Plan by the following means (*add to this list and adapt as needed*):

- Provided written notice of the draft Plan and the opportunity for the public to comment by website or posted notice prior to adoption;
- Made the draft Plan available on the City of Corinth’s website;
- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

SECTION 4
Provisions for Continuing Public Education and Information

The City of Corinth will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated

and the drought response measures to be implemented in each stage. This information will be provided by any of the following means:

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the Corinth's website;
- Include information about this Plan and water conservation on the Corinth's website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that Corinth's staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated or when a drought response stage changes, The City of Corinth will notify local media of the relevant issues, the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the Corinth's website. Billing inserts may also be used as appropriate means of disseminating information to the public.

SECTION 5 **Authorization**

The City Manager, or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the City Manager, or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. The authority to implement and enforce the Drought Contingency Plan is established herein and in Chapter 51 of Title V of the Code of Ordinances of the City, as amended, a copy of the Ordinance amending Chapter 51 and adopting this Plan is attached hereto as **Appendix B**.

SECTION 6 **Application**

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by City of Corinth. The terms "person" and "customer" as used in the Plan include individuals, corporations, institutions, partnerships, associations and all other legal entities.

SECTION 7 **Drought Contingency Plan - - Emergency Response Stages**

The City Manager, or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of the City of Corinth to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to the City of Corinth. Water supply and / or demand conditions are

monitored by both the City of Corinth and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through local media, the City of Corinth website and other appropriate methods as described in Section 3 above;
- Unless otherwise implemented by UTRWD, City of Corinth will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and
- The City of Corinth will also notify the Executive Director of the TCEQ within five (5) business days.

When specific drought response stages are announced by UTRWD, the City of Corinth and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the City Manager, or official designee, may implement contingency measures based on local conditions affecting the City of Corinth; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are considered when deciding about such stages, including circumstances unique to the City of Corinth, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through local media, the City of Corinth website and other appropriate methods as described in Section 3 above;
- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and
- The City of Corinth will also notify the Executive Director of the TCEQ within five (5) business days.

The City Manager, or official designee, may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to City of Corinth, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 75% (25% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 80% (20% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded [80%] of delivery capacity for three consecutive days; or
- Water demand is approaching a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by City of Corinth or
- The water supply system has a significant limitation due to failure of or damage to important water system components.

Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by the City of Corinth's City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. *(Guidance: UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers. For example, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems may be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses, and Saturdays and Wednesdays for water customers*

with a street address ending in an odd number (1, 3, 5, 7 or 9). Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.)

- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Increase public education efforts on ways to reduce water use.
- Review internal operational conditions and capabilities by the City of Corinth and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by the City of Corinth (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or

- Water demand has reached or exceeded [85%] of delivery capacity for three consecutive days; or
- Water demand has reached a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by City of Corinth; or
- The water supply system is unable to deliver water at normal rates due to failure of or damage to major water system components or
- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. *(Guidance: UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.)*
- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- Encourage further reduction in draining and filling of swimming pools.
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by the City of Corinth on water pipes and mains.
- Reduce internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent (examples include: restrict irrigation to day-of-week watering schedule; no hosing off paved areas, buildings, windows or other hard surfaces; no vehicle washing except on the premises of a commercial car wash).
- Encourage retail customers to wait until the current drought or water emergency situation has passed before establishing new landscaping.

- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- The City of Corinth is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses.
- Require reduction of water use through day-of-week landscape watering schedule for parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance. Enforcement to be primarily based on complaints being received.

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by The City of Corinth or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded [90%] of delivery capacity for three consecutive days; or
- Water demand exceeds the delivery capacity for all or part of the distribution system, as determined by City of Corinth; or
- Water supply system is unable to deliver water in adequate quantities due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week between 6:00 p.m. and 6:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems. (*Guidance: UTRWD customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.*)
- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
- Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.
- Suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds.
- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- Prohibit non-essential internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent.
- No restrictions on commercial nurseries, construction, patio misters, and for dust abatement.
- Implement a rate surcharge on retail usage.

- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by the City of Corinth or UTRWD.

SECTION 8 **Variances**

The City Manager, or official designee, may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the City Manager, or official designee. However, no variances shall be granted under any circumstance if the City of Corinth is in Stage 3 – Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;
- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;
- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;
- Alternative measures that will be taken to reduce water use;

- Other pertinent information.

SECTION 9 **Enforcement**

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan and shall be enforced in accordance with this section and any other applicable ordinance, rule or regulation. These mandatory water use restrictions, in the City's sole discretion, shall be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and/or fees as authorized by the governing body, including without limitation any one or more of the following:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction;
- On the second violation, the City of Corinth may request the resident to disconnect its irrigation system; or, if the resident doesn't comply with said request, the City of Corinth may disconnect said irrigation system. In addition, Corinth may post notification of violation with reconnection fees and possible monetary penalties;
- On the third violation, the City of Corinth will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- The City of Corinth maintains the right, at any violation level, to disconnect irrigation systems and / or total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body; and
- The City Manager or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer having jurisdiction may issue a citation for any violation.

SECTION 10 **Coordination with Regional Water Planning Group, UTRWD and Others**

The City of Corinth has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. The City of Corinth sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, Corinth sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. **Appendix C** includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with the City of Corinth's Plan.

SECTION 11 **Review and Update of Drought Contingency Plan**

As required by TCEQ rules, the City of Corinth will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan or based on new or updated information related to Corinth's service area, population, water supply, transmission system - - and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared,

adopted and submitted to TCEQ’s Executive Director not later than 2024 (*Date is five years from the adoption of the Drought Contingency Plan by each entity*). Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

SECTION 12
Drought Contingency Plans For Privately–Owned Water Utilities

Any privately–owned or independent water utilities that are located within the service area of Corinth shall prepare a drought contingency plan in accordance with TCEQ requirements contained in the TAC, Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20, and incorporate such plan into their tariff.

APPENDICES

- Appendix A. TCEQ Minimum Requirements of a Drought Contingency Plan – Subchapter B, Rule 288.20
- Appendix B. Copy of Ordinance, order or resolution adopted by City Council or Governing Board Implementing the Drought Contingency Plan
- Appendix C. Coordination with Regional Planning Group

APPENDIX A
TCEQ Minimum Requirements of a
Drought Contingency Plan for Municipal Uses by Public Water Suppliers
(Subchapter B, Rule §288.20)
Effective October 7, 2004

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

- (b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.
- (c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

APPENDIX B
Copy of Ordinance Adopted
by City Council or Governing Body

APPENDIX C
Coordination with Regional Planning Group

BUSINESS ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 07/18/2019
Title: Board of Construction Appeals Ordinance
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review:
Strategic Goals: Land Development
Infrastructure Development
Organizational Development

AGENDA ITEM

Consider and act upon an ordinance amending the City's Code of Ordinances, Title XV: Land Usage, Chapter 150: Building Regulations, Section 150.36: Board of Construction Appeals.

AGENDA ITEM SUMMARY/BACKGROUND

The proposed amendment is to update the mechanism by which the members of the Board of Construction Appeals is selected. Currently the City's Code of Ordinances states that the Board is to be constituted by the members of the City Council. The proposed ordinance allows the City Council to appoint members from the community to serve on the Board.

Additionally, the proposed ordinance increases the fee to appeal from \$10 to \$100. The original \$10 fee was set in 1987 and has never been updated to account for the increased costs to provide services.

RECOMMENDATION

Staff recommends approval as presented.

Attachments

Construction Appeals Ordinance

ORDINANCE NO. _____

BOARD OF CONSTRUCTION APPEALS UPDATE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SECTION 150.36 “BOARD OF CONSTRUCTION APPEALS” OF CHAPTER 150 “BUILDING REGULATIONS” OF TITLE XV, “LAND USES” OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized to adopt regulations for the peace and welfare of the City and the order and security of its residents; and

WHEREAS, the City Council finds that the appointment of citizens to boards and commissions of the City promotes involvement and pride within the Community; and

WHEREAS, the City Council of the City of Corinth finds that the City’s Board of Construction Appeals would best be served by appointment of members of the community to serve on the board; and

WHEREAS, the City Council finds that the procedures set forth herein promote order and the safe construction and occupation of structures and such regulations reasonably promote the health, safety and welfare of the public.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

That section 150.36 “Board of Construction Appeals” of Chapter 150 “Building Regulations” of Title XV, “Land Usage” of the Code of Ordinances of the City of Corinth, Texas is hereby amended to be and read in its entirety as follows, and all other subparagraphs and subsections of Chapter 150 not specifically amended hereby shall remain in full force and effect without amendment:

§150.36 BOARD OF CONSTRUCTION APPEALS

(A) Board Creation and Membership.

1. Board Creation. There is hereby created a Board of Construction Appeals consisting of five (5) members.
 2. Board Member Appointment, Term, and Removal.
 - a. Each Board member shall be appointed by the Mayor and shall be subject to confirmation by the City Council.
 - b. Each Board member shall be appointed for a term of two (2) years and shall be removable for cause by the Mayor, subject to confirmation by the City Council, upon written charges and after a public hearing.
 3. Board Vacancies. Vacancies shall be filled for the remainder of the unexpired term of any member whose place becomes vacant for any cause, in the same manner as the original appointment was made.
 4. Board Quorum Requirement. All cases to be heard by the Board of Construction Appeals require a minimum number of three (3) members. The affirmative vote of a majority of the members of the Board qualified to vote shall be required for any action of the Board.
 5. Board's Alternate Membership.
 - a. The Mayor, subject to confirmation by the City Council, may appoint two (2) alternate members of the Board of Construction Appeals, who shall serve in the absence of one or more of the regular members.
 - b. The alternate members, when appointed, shall serve for the same period as the regular members, which is for a term of two (2) years, and any vacancy shall be filled in the same manner and they shall be subject to removal the same as the regular members.
- (B) The Director of Planning and Development, Building Official and City Secretary shall be ex officio, nonvoting members of the Board.
- (C) Any person, firm or corporation aggrieved by any interpretation or by any decision or ruling of the Director of Planning and Development or Building Official under the construction codes or building regulations adopted by the City shall have the right to make an appeal to the Board of Construction Appeals. The notice of appeal shall be in writing and filed within ninety (90) days of the date that such interpretation or decision is rendered. A fee of \$100 shall accompany such notice of appeal. Any interpretation, decision or ruling that is not timely appealed in accordance with this section shall become final.
- (D) Within a period of thirty (30) days from the date of filing of the appeal, the Board shall hear the appeal, together with the testimony of all parties concerned, and render a decision thereon within three (3) days thereafter.
- (E) In hearing such an appeal, the Board shall not have the power to waive or set aside the requirements of any of the construction codes, but shall have the power to interpret their provisions, and in case of alternate types of construction or material, shall determine whether or not such alternate type of construction or material is, in fact, equal to the standards of the construction codes, considering adequacy, stability, strength, sanitation and safety to the public health and welfare.
- (F) The action of the Board of Construction appeals may be appealed by the applicant, Director of Planning and Development, or Building Official to the City Council. The notice of appeal shall be in writing and filed within ninety (90) days of the Board's decision. A fee of \$100 shall accompany such notice of appeal. Any action of the Board that is not timely appealed in accordance with this section shall become final. The decision of the City Council shall be final.

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4
SEVERABILITY

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5
SAVINGS

All rights and remedies of the City of Corinth are expressly saved as to any and all violations of the provisions of Chapter 150 of the Code of Ordinances or any other ordinances affecting the regulation of buildings which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6
PENALTY

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH,
TEXAS on this the _____ day of _____ 2019.**

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Kimberly Pence, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney